

AGREEMENT
by and between
THE CITY OF ARLINGTON, WASHINGTON
and
ARLINGTON POLICE OFFICERS' ASSOCIATION

(Representing the Law Enforcement Officers)

January 01, 2015 through December 31, 2016

THIS AGREEMENT is entered into by and between the City of Arlington, Washington, hereinafter referred to as the City, and the Arlington Police Officers' Association hereinafter referred to as the Association.

ARTICLE 1 **RECOGNITION, ASSOCIATION MEMBERSHIP AND PAYROLL DEDUCTION**

- 1.1 Recognition - The City recognizes the Association as the exclusive bargaining representative for all employees in the bargaining unit, which is described as all full-time and regular part-time uniformed officers of the City of Arlington Police Department, excluding supervisors, confidential employees, commanders and all other employees as determined by the Public Employment Relations Commission in Case 16843-E-02-2783.

- 1.2 Association Membership - All employees who are or who hereafter become members in good standing in the Association on or after the effective date of this Agreement, shall maintain their membership in good standing in the Association as a condition of continued employment. All new employees hereinafter employed shall, within thirty-one (31) days from the effective date of this Agreement, whichever is later, become and remain members in good standing in the Association as a condition of continued employment.

- 1.3 Payroll Deduction - The City shall deduct from the pay of each employee covered by this Agreement, upon their written authorization, the dues and fees of the Association, and shall remit to said Association all such deductions monthly. The Association shall indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City on account of any check-off of dues and fees for the Association. The Association shall refund to the City any amounts paid to it in error on account of this check-off provision upon presentation of proper evidence thereof.

- 1.4 Association Notification - Within seven (7) calendar days from the date of hire of a new employee, the City shall provide the Association the name and address of the employee. The City shall promptly notify the Association of all employees leaving its employment.

ARTICLE 2 NON-DISCRIMINATION

- 2.1 Neither the City nor the Association shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable local, state, or federal law.
- 2.2 Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to any gender.
- 2.3 Any alleged violations of Article 2 may only be processed through the appropriate governmental agency and not through Article 16, Grievance Procedure, of this Agreement.

ARTICLE 3 ASSOCIATION OFFICIALS AND BULLETIN BOARD

- 3.1 Association Official - One Association official who is an employee in the bargaining unit who shall be identified to the Chief, may be granted time off with pay or use of vacation time while conducting business vital to the employees in the bargaining unit provided;
 - a. The Association or the employee notifies the City in writing a minimum of forty-eight (48) hours prior to the start of the requested time-off period.
 - b. The City is able to properly staff the employee's job duties during the time-off period.
 - c. The wage cost to the City is no greater than the cost that would have been incurred had the Association official not taken the time off.
- 3.1.1 Association officials shall not transact Association business while working on shift which in any way interferes with the operation or normal routine of the Police Department. The Association shall be afforded the same ability to utilize City facilities as other City bargaining units for the purpose of holding Association meetings and communicating with members.
- 3.1.2 The Association shall provide the City with the names of its officials authorized by the Association to act on its behalf.
- 3.2 Bulletin Board - The City shall provide suitable space for an Association furnished bulletin board on its premises in an area frequented by all employees within the bargaining unit. The Association shall limit its posting of notices and bulletins to such bulletin boards.
- 3.3 Labor – Management Committee. A Labor-Management Committee shall be established for the sole purpose of resolving pre-grievance level issues arising from this agreement. In no case shall meetings of the Labor- Management Committee be used for purposes of continued negotiation. Meetings of the Labor-Management Committee shall occur once a quarter or as otherwise mutually agreed upon by the parties.

ARTICLE 4 PROBATION, SENIORITY, LAYOFF AND RECALL

- 4.1 Probation Period - New employees shall be subject to a probation period commencing with their first work shift through one (1) year following graduation from the Washington State Criminal Justice Training Commission Academy. The probationary period for lateral entry employees shall be one (1) year from the date of hire. During this period such employee shall be evaluated by the City and may be terminated at the sole discretion of the City.
- 4.2 Seniority - An employee's seniority shall be defined as that period from the employee's most recent first day of compensated work within the bargaining unit.
- 4.3 Layoff/Recall - The City shall notify the Association of the need to reduce the number of employees who are on the payroll within the bargaining unit at least sixty (60) calendar days before the effective date of layoff. Such notice shall be given in writing, addressed to the Association and hand delivered to an Association officer or by registered U.S. mail. The notice shall disclose the number of positions affected. Immediately after issuing the notice, the City shall give the Association a reasonable period of time, of no less than ten (10) calendar days within which it will meet and confer with the Association to discuss such action.
- 4.3.1 Each employee who is to be laid off as a consequence of a reduction in force shall be given written notice, at least thirty (30) calendar days, running concurrently with the notice provided in Section 4.3, before such action is to occur, of the date, purpose and nature of the action that is to be taken with regard to him/her. The notice shall also state the reason for the action and any rights the employee may have under the City Policy and Procedures Manual, Civil Service rules, or this Agreement with regard to his/her employment. A copy of the notice shall be timely delivered to the Association within the thirty (30) calendar day notification period.
- In the event a reduction in force is necessary, the reduction shall proceed in the following order:
- a. Employees shall be laid off in reverse order of the Association seniority list; the least senior employee in the Association shall be laid off first.
 - b. An employee who is laid off shall be paid for all accrued leave time in accordance with Articles 10 and 11, including vacation and holiday pay, based on the employee's straight-time rate of pay as of the date of separation.
 - c. All employees who are reduced in rank or laid off shall not suffer any loss in benefits or entitlement accrued prior to the date of the action, e.g. holiday, vacation, personal leave, pension, and overtime, earned, accumulated, and unused at the time of reduction in rank or layoff.
- 4.3.2 In the event of a tie in seniority, the tie shall be broken by the final score on the civil service examination.

- 4.3.3 The Civil Service Commission and City Human Resource Department shall maintain a list, known as a “rehire list,” of all persons who are laid off. In the event that vacancies occur within the Department while persons remain on the rehire list, the order of the recall shall be determined by reference to the rehire list. The rehire list(s) shall remain in effect for eighteen (18) calendar months after the date of a layoff, unless extended by the Civil Service Commission and shall be used to offer employment that may become available by seniority to all persons who have been laid off, before any person is hired or transferred (from another City department) to become new employees of the Police Department.
- 4.3.4 Notice of recall to the employee’s former position shall be given to the employee in writing at his last known mailing address, it being the employee’s obligation to notify the City Human Resource Department of any change in address while on layoff status. The notice shall be by certified mail, return receipt requested. The employee shall be given thirty (30) calendar days to accept an offer of reinstatement, in which case written acceptance shall be sufficient if filed in any form with the Human Resource Department. Any employee who fails to respond to an offer to return to work may be terminated.
- 4.3.5 If an employee is on layoff status, seniority shall not accrue. Upon returning to work after such leave or layoff, the employee shall be granted the level of seniority previously accrued and shall return at the pay step they attained immediately prior to the layoff.

ARTICLE 5 SERGEANTS

- 5.1 Minimum qualifications for Sergeant – An officer must have a minimum of 5 years’ experience as a commissioned Police Officer and a minimum of 3 years as a Police Officer with the City of Arlington to be eligible to be a Sergeant.
- 5.2 Promotional testing shall be in accordance with the City’s Civil Service guidelines and procedures.
- 5.3 At the discretion of the City, the examinations utilized for forming a Sergeant’s promotional list shall be as follows:
- Written examination, to comprise 40% of the total score, and Oral board examination, to comprise 60% of the total score, OR
 - Assessment Center
- 5.4 The Civil Service Commission shall certify the Sergeant promotional list upon the completion of the testing and verification by the Civil Service Examiner. The list shall remain in effect for one year or such time as the list is depleted, whichever occurs first.
- 5.5 The Chief of Police shall use the “Rule of 7” in selecting Officers from the certified Sergeant promotional list.
- 5.6 Announcements of the promotional exams shall be posted in the Police Department at least 30 days prior to the test dates.

- 5.7 Relevant study materials shall be made available to interested employees at the time of posting.
- 5.8 The Sergeant monthly rates of pay are reflected in Appendix A.
- 5.9 Master Patrol Officers:
- 5.9.1 Upon the selection and appointment of Sergeants, the title and classification of Master Patrol Officer shall be eliminated.
- 5.9.2 If a current employee serving as Master Patrol Officer (Step A) is selected from the certified Sergeant promotional list, the employee shall begin as a Sergeant (Step B). If a current employee serving as Master Patrol Officer (Step B) is selected from the certified Sergeant promotional list, the employee shall begin as a Sergeant (Step C).
- 5.9.3 If a current employee serving as Master Patrol Officer is *not* selected from the certified Sergeant promotional list, the employee will return to the title of Patrol Officer, but shall remain at his/her rate of pay until the top step Police Officer pay reaches or exceeds that rate of pay. Employees in this situation shall receive any annual cost of living adjustments (COLA) awarded to the bargaining unit.
- 5.10 Working out of classification: i.e. Acting Sergeant, Acting Commander
- 5.10.1 At the sole discretion of the Police Chief or designee, an employee may be assigned to perform work in a higher classification (i.e. Sergeant, Commander), if the Police Chief determines that replacing the higher classification position is in the best interests of the City.
- 5.10.2 Any employee assigned to perform work in a higher classification (i.e. Sergeant, Commander) shall be paid at the higher classification in the pay step, which is the lowest step in the higher classification that still provides an increase over the employee's regular pay scale. Compensation for work in a higher classification shall become payable on the completion of at least four (4) hours and one (1) minute of one (1) shift in the higher classification per incidence of such out of class work. A shift is defined as the normal work shift of the officer.
- 5.10.3 This section shall not be construed so as to require the City to assign higher-level duties to anyone.
- 5.11 Sergeants shall be eligible for additional specialty pay should they hold one of the following specialty positions as outlined in Appendix A, Section A.5 of the current Collective Bargaining Agreement:
- Detective (4%)
 - Rangemaster (4%)
 - EVOC (4%)

Field Training Officer (4%)
Defensive Tactics Instructor (4%)

- 5.12 Officers currently holding the position of School Resource Officer or Airport Resource Officer (Canine Officer) shall be eligible to test for the position of Sergeant, if they meet the minimum qualifications set in Section 5.1. If a School Resource Officer or Airport Resource Officer (Canine Officer) is selected from the certified Sergeant promotional list, that officer must either give up their current position as SRO or ARO or decline the Sergeant promotion.
- 5.13 Vacancies: The parties acknowledge the value to both the City and the Officers of 24-hour supervision. To effect this purpose to insure the presence of a Sergeant for each patrol team on each shift, the parties agree as follows:
- 5.13.1 This section shall not be construed so as to require the City to assign higher level duties to anyone if the vacancy is less than four (4) hours.
- 5.13.2 In the event of an absence or vacancy, either planned or unplanned, the Police Chief or his designee shall, at their sole discretion, assign an employee to fill the open shift.

ARTICLE 6 HOURS OF WORK/OVERTIME

- 6.1 Shift Schedules – Shift schedules shall be determined by the City. Employees may trade shifts with the permission of the Chief of Police or designee. Notwithstanding the foregoing and subject to Section 6.4.1 and 6.4.2 below, the City shall have the right to schedule probationary employees to any shift at the sole discretion of the City. For purposes of this Agreement, the following shift schedules shall apply:
- 6.1.1 Patrol Officers shall work two consecutive twelve (12) hour shifts followed by two (2) consecutive days off, followed by three (3) consecutive twelve (12) hour shifts, followed by two (2) consecutive days off, followed by two (2) consecutive days on, followed by three (3) consecutive days off.
- 6.1.2 Officers not assigned to patrol may be scheduled to work 5/8, 5/2 - 5/3, 4/10, 3/12 or other schedules as may be mutually agreed between the City and the Association. The School Resource Officer shall work Monday through Friday beginning at 7:00 AM and ending at 3:00 PM during the period of time that school is in session, except as mutually agreed or as necessitated by changes in the school schedule. During the period of time that school is in recess, the SRO shall be assigned to day shift or other shift as mutually accepted by the parties.
- 6.1.3 Alternate work schedules may be implemented by mutual agreement between the City and the Association.

- 6.2 The parties adopt a fourteen (14) day work period for purposes of Section 7K of the Fair Labor Standards Act, provided that this shall not affect the manner under which overtime is currently calculated under the bargaining agreement.
- 6.3 Work shifts shall be from 6:00 AM to 6:00 PM, 6:00 PM to 6:00 AM, 10:00 AM to 10:00 PM, or 3:00PM to 3:00 AM. Once bid, work shifts shall not be altered absent a vacancy. In such event, the least senior patrol officer shall be moved to fill the vacancy. Except as provided in Article 6.7, in no event may work shifts be altered absent 7 (seven) days' notice or agreement of the parties.
- 6.4 Shift Selection Process.
- 6.4.1 Patrol Sergeants and officers shall bid shifts in October of each year to determine work shifts for the following year.
- 6.4.2 Sergeants are generally deployed on each day shift and night shift on each patrol team. In order to ensure even Sergeant coverage, Sergeants shall bid work shifts first, prior to patrol officers. Sergeants shall bid for one of the two patrol teams and either dayshift or graveyard shift on that patrol team by seniority. For purposes of seniority, Sergeants shall be considered a separate classification. Seniority as a Sergeant shall be determined from the date of selection as a Sergeant.
- 6.4.3 Employees without collateral duties shall bid for an available team by seniority.
- 6.4.4 Once teams have been selected, available shift assignments will be bid upon by seniority.
- 6.4.5 Employees with collateral duty assignments, defined herein as Field Training Officers, School Resource Officer, Detectives, Airport Resource Officers/K9 and Anti-Crime Team ("Collateral Duty Officers") who have the same assignment, shall not be on the same patrol team. The City and the Association recognize that operational requirements may necessitate changes in the published shift schedule, as determined by the Chief of Police or designee.
- 6.5 Meal and Rest Periods - A work shift shall include a thirty (30) minute paid meal period and three (3) fifteen (15) minute paid rest periods. Such rest periods shall not be added to the normal meal period or taken at the end of a work shift. Employees shall be subject to immediate call during meal and rest periods for which no overtime or additional compensation shall be paid.
- 6.6 Overtime/Compensatory Time - All work assigned and authorized in advance by the Chief of Police or his designee in excess of the regular workweek shall be paid at one and one-half (1 -1/2) times the employee's straight-time rate of pay, or the employee may elect to accrue compensatory time off at one and one-half (1-1/2) times the actual overtime hours worked in lieu of overtime pay. Such compensatory time off shall be scheduled with the

approval of the Chief of Police or designee, normally within the next regular calendar monthly pay period. In the event such compensatory time off cannot be so scheduled, the employee shall be paid for the overtime as specified above. Employees may accrue up to a maximum of ninety six (96) hours of compensatory time. Any hours accrued in excess of said ninety-six (96) hours shall be paid in accordance with this Section.

- 6.7 The City shall not reschedule regular work shifts with less than seven (7) calendar days advance notice, except for emergency conditions, defined as situations in which the City is unable to fulfill the present scheduling commitments and basic law enforcement responsibilities without interrupting the present regular work schedule. Emergency conditions shall normally not include holidays, vacations, court appearances, training sessions, school classes or functions and/or other special events that could otherwise be foreseen and scheduled seven (7) calendar days in advance.

ARTICLE 7 CALLBACK, COURT TIME STANDBY PAY AND TRAINING/MEETINGS

- 7.1 Callback - An employee who is called back to work, including for training and Departmental meetings, after having completed his normal shift and having left the premises, shall receive callback pay of a minimum of three (3) hours at the overtime rate of pay; provided however, an employee who is required to report to work prior to his normal shift and is compensated for all time prior to commencement of his regular shift, shall be compensated for such pre-shift hours at one and one-half (1 -1/2) times the employee's regular straight-time rate of pay.
- 7.2 Court Appearances - Required off-duty appearances in any court or hearing shall be compensated for the actual time required for the appearance with a minimum of three (3) hours at one and one-half (1-1/2) times the employee's straight-time rate of pay.

ARTICLE 8 WAGES AND DEFERRED COMPENSATION PLAN

- 8.1 Wages - Employees covered by this Agreement shall receive the rates of pay as set forth in Appendix "A" to this Agreement which by this reference shall be incorporated herein as if set forth in full. Wage steps shall be 4.5%.

Appendix "A" shall reflect the following:

- a. Effective January 1, 2015, the wages in Appendix "A" reflect a Cost of Living Adjustment (COLA) of 2% applicable to Police Officers only.
- b. Effective July 1, 2015, the wages in Appendix "A" reflect a market adjustment of 1% and a Cost of Living Adjustment (COLA) of 1%, applicable to Police Officers only.
- c. Effective January 1, 2016, the wages in Appendix "A" reflect a Cost of Living Adjustment (COLA) of 2%, applicable to Police Officers only.
- d. Effective July 1, 2016, the wages in Appendix "A" reflect a market adjustment of 2%, applicable to Police Officers only.

8.2 Deferred Compensation Plan - The employee shall have the option of participating in any deferred compensation plan offered by the City.

ARTICLE 9 HOLIDAYS

9.1 The following days are recognized as holidays:

- | | |
|--------------------------|--|
| New Year's Day | Labor Day |
| Martin Luther King's Day | Veteran's Day |
| President's Day | Thanksgiving Day |
| Memorial Day | Day After Thanksgiving Day |
| Independence Day | Christmas Day |
| | Two (2) Personal Holidays for 12 hour employees
or Three (3) Personal Holidays for 8 hour employees |

9.2 Payment for all holidays shall be made once a year on the first regular payday of November. Payments for those employees with less than twelve (12) consecutive months of continuous employment as of November 30th shall be prorated. Employees who permanently change assignments shall receive pro-rated holiday benefits based on the number of holidays remaining in the year from the date of reassignment. Employees (other than those assigned to patrol) required to work on a holiday shall be paid at one and one-half (1-1/2) their straight-time rate of pay.

9.3 Employees assigned to patrol required to work on a holiday shall be compensated at their regular straight-time rate of pay. Employees assigned to patrol shall receive one hundred forty-four (144) hours of pay annually in lieu of holidays.

9.4 Employees may schedule and observe their personal holidays (either two 12 hour shifts or three 8 hour shifts) with the prior approval of the Chief of Police or designee following six (6) months of continuous employment. Employees hired June 1st or after in any one (1) year shall be eligible for the equivalent of twelve personal holiday hours or pay for that year. Eligible employees who elect the option to observe all their Personal Holidays as days off shall only receive one-hundred and twenty (120) hours of the pay specified in Section 9.2.

ARTICLE 10 VACATIONS

10.1 Regular full-time employees shall accrue vacation time as set forth below based on the employee's continuous length of service as of the most recent anniversary date of his employment. An employee shall not be eligible to take accrued vacation time off with less than six (6) months continuous employment since his most recent date of employment.

<u>Length of Continuous Employment</u>	<u>Monthly Accrual</u>	<u>Yearly Accrual</u>
0 to 12 months	8 hours	96 hours
13 through 24 months	10 hours	120 hours
25 through 36 months	12 hours	144 hours
37 through 48 months	14 hours	168 hours
49+ months	16 hours	192 hours

- 10.2 Regular full-time employees that begin their employment after ratification shall accrue vacation time as set forth below based on the employee's continuous length of service as of the most recent anniversary date of his employment. An employee shall not be eligible to take accrued vacation time off with less than six (6) months continuous employment since his most recent date of employment.

<u>Length of Continuous Employment</u>	<u>Monthly Accrual</u>	<u>Yearly Accrual</u>
0 to 48 months	8 hours	96 hours
49 through 84 months	10 hours	120 hours
85 through 108 months	12 hours	144 hours
109 through 132 months	13.33 hours	160 hours
133 through 168 months	14 hours	168 hours
169+ months	16 hours	192 hours

- 10.3 The maximum amount of vacation to be carried over from one calendar year to the next is 300 hours.
- 10.4 Vacation periods shall be selected by seniority. Vacation requests shall be submitted in writing by January 1st for proper scheduling. Vacation requests submitted after January 1st shall be responded to by the Chief of Police or designee within two (2) weeks following submittal. After the January 1st date any vacation requests shall be subject to availability. Individuals assigned to be Airport Resource Officers may not schedule vacation time during the Annual Arlington Fly-In.
- 10.5 In no event shall an employee's combined vacation and sick leave benefits payable upon termination or retirement exceed two-hundred forty (240) hours in accordance with RCW 41.50.150.
- 10.6 During the term of this Agreement, the Chief of Police or designee will on an ongoing basis evaluate and determine the ability of the Department to absorb military leave time in determining the number of employees scheduled off on vacation.
- 10.7 Subject to the Patrol Sergeant's discretion, no more than one employee may be off during each day/mid shift and no more than one employee may be off during each swing/graveyard shift. There must be no increase in cost to the City to allow more than one person off per day/mid shift or swing/graveyard shift.

ARTICLE 11 SICK LEAVE, FAMILY LEAVE AND FUNERAL LEAVE

- 11.1 Sick Leave - Regular full-time employees (regular part-time employees prorated) shall accumulate sick leave with pay at the rate of twelve (12) hours per month of service; provided however, no employee shall be credited with an accumulation greater than one thousand (1,000) hours.
- 11.1.1 Accrued sick leave may be utilized in the event of an employee's personal illness, accident or disability, or that of a member of the employee's immediate family as defined by Section 10.2.1 below.
- 11.1.2 Sick Leave may be utilized for care of dependent children eighteen (18) years of age or younger living within the household in accordance with applicable state statutes.
- 11.1.3 Upon voluntary quit, disability retirement or retirement, employees shall be paid for unused sick leave on the basis of eight (8) hours for every twenty-four (24) hours of accumulated sick leave, subject to Section 11.1.4.
- 11.1.4 In no event shall an employee receive combined sick leave and vacation benefits payable upon termination or retirement exceeding two hundred forty (240) hours in accordance with RCW 41.50.150.
- 11.1.5 Sick leave shall not be charged against an employee on a regularly scheduled day off.
- 11.1.6 Sick leave shall be granted upon application before or within reasonable time after the absence, depending on the circumstance of each case. Each employee shall use sick leave solely for the purposes permitted by this Article or by state law. Utilization of sick leave for any other purpose shall be cause for disciplinary action. The City may require that the employee, after three (3) days of concurrent illness, furnish a physician's proof of illness.
- 11.1.7 Sick leave benefits shall run concurrently with Law Enforcement Officers and Fire Fighters (LEOFF) provisions and in no case shall there be application of benefits which would exceed the maximum(s) outlined in the LEOFF Act. No sick leave shall be accrued during disability leave.
- 11.1.8 In the event employees are absent for reasons which are covered by State Industrial Insurance, the City shall pay the employee an amount equal to the difference between the amount paid the employee by the Department of Labor and Industries and the amount the employee would have otherwise been eligible to receive in sick leave. Such payment(s) to the employee shall be made at such times as the difference is reasonably determinable. A deduction shall be made from the employee's accumulated sick leave in accordance with the amount paid to the

employee by the City until such time as the employee's accumulated sick leave is depleted. Employees shall have the option of using or not using accrued sick leave in conjunction with State Industrial.

11.2 Emergency Leave - In the event of a death or critical illness in the employee's "immediate family", he may be granted leave of absence not to exceed three (3) working days with pay.

11.2.1 The term "immediate family" shall be defined as spouse and children of the employee and/or grandmother, grandfather, mother, father, brother, sister, father-in-law, mother-in-law.

11.2.2 An employee on shift may be excused by the Chief of Police or designee to attend funeral services of a deceased City employee without loss of pay.

11.3 Family Leave - Family leave will be made available to qualified employees pursuant to current state and federal law (Family Care Act, Family Leave Act, and Family and Medical Leave Act).

Article 12 HEALTH AND WELFARE INSURANCE BENEFITS

12.1 General – Eligibility and continued employee and dependent participation in any group insurance or other financially based benefit plan provided by the City shall be in accordance with the applicable Group Insurance Plan Document or Master Plan Agreement.

12.2 Medical and Dental Benefit

The City agrees to pay the premium cost for all employees and their dependents for the medical, dental and life insurance coverage mutually agreed upon by the Union and the City less 1% of top step police officer, which will be paid by the Employee.

12.2.1 The Union and the City agree that the medical insurance will be through LEOFF Health and Welfare Trust.

12.2.2 Group Dental - The City shall pay one hundred percent (100%) of the premiums for eligible enrolled employees and their dependents for coverage under the AWC Group Dental Plan during the term of this Agreement.

12.2.3 Group Vision - The City shall pay one hundred percent (100%) of the premiums for eligible enrolled employees and their dependents for coverage under the AWC Group Vision Care Plan during the term of this Agreement.

12.2.4 Group Long Term Disability - The City shall pay one-hundred percent (100%) of the premiums for eligible enrolled employees only for coverage under the AWC Group Long Term Disability Insurance Plan during the term of this Agreement.

12.2.5 Group Life and Accidental Death and Dismemberment Insurance (AD&D)
- The City shall pay one hundred percent (100%) for the premiums for eligible enrolled employees only for coverage under the AWC Group Life and AD&D Insurance Plan during the term of his Agreement.

12.3 Health Reimbursement Arrangement (HRA):

12.3.1 The City will establish a single account which holds all HRA funds. All costs associated with the account are City costs. Monthly, the City shall fund the HRA account with real dollars for each bargaining unit member as follows:

Employee with no spouse or dependent	\$166.00
Employee with spouse and/or dependent	\$333.00

All interest and/or income accrued by the account (from October 31 through October 31 of each year) shall be divided and deposited in equal amounts into the Employees HRA's (Employees who had HRA's in the previous year).

12.3.2 The HRA may be used for all IRS allowable expenses.

12.3.3 Accumulated balances will rollover each year with no cap on accumulated account totals.

12.3.4 Individual account funds shall rollover accumulated amounts as indicated above and shall include a survivorship option in the event of the Employees death and have continued reimbursement rights until all funds are used.

12.3.5 Individuals separating from the City shall continue to have access to their HRA balance (until depleted) as provided above. Employees separating with a negative HRA balance shall have the amount deducted from their final pay.

12.4 HRA Third Party Administrator -- The HRA Third Party Administrator (TPA) shall be determined through a cooperative effort of labor and management. All costs associated with the TPA are City costs.

12.5 Benefits while on leave without pay or separation (within COBRA): The City will make available to the Employee on leave without pay or separated from the City the current medical and dental benefits at no cost to the City to the extent allowed under COBRA Law.

12.6 Benefit while on Disability Leave: The City will provide Employees on disability leave the benefit outlined in this Article.

12.7 The City reserves the right to change group insurance carriers at any time at its sole discretion, providing a generally comparable level of benefits are provided. In the event that State or Federal Mandated group medical and/or dental program is available at lower

cost to the City during the term of this Agreement, the City shall have the right to implement such plan upon its availability.

ARTICLE 13 **UNIFORM, CLOTHING ALLOWANCE AND CLEANING**
ALLOWANCE ACCOUNT

13.1 The City shall provide each new regular full-time police officer with the following list of uniform, weapon, handcuffs, leather goods and other equipment authorized and required.

UNIFORM ITEMS

Class A Shirt	1 each
Class A Trouser	1 each
Shirts – Long/Short Sleeve / Coolmax	4 each
BDU Pants	2 each
Jumpsuit	1 each
Stocking cap / beanie	1 each
Ties	2 each
Tie Pin	1 each
Jacket (utility)	1 each
Approved Chemical Agent	1 each
Chemical Agent Holder	1 each
Baton	1 each
Baton Holder	1 each
Handcuffs	1 each
Handcuff Holder	1 each
Holster	1 each
Magazine Holder	2 each
Uniform Belt	1 each
Underbelt	1 each
Keeper	2 each
Flashlight Holder	1 each
Radio Holder	1 each
Ear Piece	1 each
Body Armor	1 each
Duty handgun	1 each
Lock Box	1 each
Shoes	1 pair
Boots	1 pair
Collar Microphone	1 each
Patrol Gloves	1 pair
Duty Belt	1 each

13.2 Uniform Cleaning - All uniform cleaning shall be done by a cleaning service vendor selected and paid for by the City at the City's sole discretion. Detectives may have a maximum of four garments cleaned per week, so long as those garments are not wash and wear.

- 13.3 Uniform Replacement - The City shall replace or repair all approved uniforms and equipment as necessary as determined in the discretion of the City and at the City's sole cost and expense.
- 13.4 All initial issue and replacement uniforms and equipment items and vendor(s) shall be approved in advance by the Chief of Police or designee.
- 13.5 The Chief of Police or designee shall determine the appropriate uniform for each work shift.
- 13.6 All uniforms and equipment issued by the City to each employee shall remain the property of the City.
- 13.7 Jumpsuits are an authorized uniform under the agreement and can be worn at the discretion of the employee, provided, however, that jumpsuits may not be worn for funerals, court appearances, honor guard presentations, honor and award ceremonies, or other ceremonies of a similar nature.

ARTICLE 14 MISCELLANEOUS

- 14.1 Civil Service - The City shall make available to each employee covered by this Agreement a copy of the current City of Arlington Civil Service Commission Rules and Regulations.
- 14.2 Beneficiary - In the event of the death of an employee covered by this Agreement, all wages and benefits payable shall be paid to the designated beneficiary(s) or estate.
- 14.3 Accreditation - Should the Arlington Police Department seek accreditation by the Washington Association of Sheriffs and Police Chiefs (WASPC), the Association and employees covered by this agreement pledge their full cooperation toward the Department obtaining said accreditation.
- 14.4 Outside Employment - All outside employment by members of the bargaining unit must be approved in advance by the Chief of Police or designee.
- 14.5 Physical Fitness - The City agrees to make available to any bargaining unit member discounts available to other City employees at health and fitness facilities. In addition, the City will make available to bargaining unit members the exercise facilities at the Arlington Fire Department.
- 14.6 Firearm Training Ammunition - Employees shall be furnished fifty (50) rounds of ammunition per month for use in training with their Department issued handgun. The employee shall be required to turn in to the Chief of Police or his designee, or all expended brass from the furnished ammunition in order to receive the second and subsequent monthly training ammunition allotments.

ARTICLE 15 **DISCIPLINE**

- 15.1 The City shall not discipline an employee who has completed the probation period without just cause, but in respect to discharge or suspension shall be given at least one (1) warning letter of the complaint against such employee to the employee in writing and a copy of the same to the Association, except that no warning letter need be given to an employee before he is discharged or suspended if the cause of such discharge or suspension is for theft, gross insubordination, gross negligence, dishonesty, impairment on duty, intoxication on duty, and/or drunkenness on duty, and/or issues of parallel magnitude. Warning letters to be considered as valid, shall be issued within thirty (30) days after the occurrence or knowledge of the occurrence of this violation by the City in such warning letter, or other reasonable time, unless the nature of the offense or the complexity of the investigation makes this procedure impractical.
- 15.2 An employee may have an Association representative or another employee present at all meetings with the City during disciplinary or discharge proceedings.
- 15.3 Disciplinary action or measures may include oral reprimand, written warning, loss of leave, suspension or discharge, or other appropriate action.
- 15.4 All employees have the right to view their entire personnel file. Employees wishing to view their files shall give the City advanced notice and establish an agreed time and place to view said file. An employee shall be permitted to read any disciplinary material before it is placed in his/her file. The employee shall be able to rebut such material in writing and the rebuttal will be placed in the file. The City will notify employees before any disciplinary or otherwise negative materials are added to their files.

ARTICLE 16 **GRIEVANCE PROCEDURE**

- 16.1 All matters pertaining to the proper application and interpretation of any and all of the provisions of this Agreement shall be adjusted by utilizing the following procedure or referral to the City of Arlington Civil Service Commission for resolution.
- 16.2 STEP 1 - The Association and/or employee shall promptly attempt to resolve the grievance informally with the Chief of Police or designee. If the matter is not resolved informally the Association may refer the grievance in writing to the City Administrator or designee within thirty (30) calendar days of its occurrence or the date the employee should have reasonably known of its occurrence. The written grievance shall include a statement of the facts of the matter, the Article of the Agreement allegedly violated, and the remedy sought. The City Administrator or designee shall notify the employee and the Association within fourteen (14) calendar days of his or her decision on the matter.

If no resolution to the grievance is reached after the City Administrator's decision, the Association and the City may mutually agree to submit the grievance to mediation. Within fourteen (14) calendar days, the two (2) parties shall agree upon a mediator drawn from a panel of neutral mediators trained in grievance mediation. The mediator will attempt to

assure that all necessary facts and considerations are disclosed, but will not have authority to compel resolution of the grievance. The parties will not be limited solely to the facts and arguments presented at the earlier steps of the grievance procedure. No transcript or record of the mediation conference will be made, nor will formal rules of evidence be followed.

- 16.3 STEP 2 - If the grievance is not settled in STEP 1, the Association may refer the grievance to arbitration. If the City and the Association cannot mutually agree to a neutral arbitrator, the parties shall jointly request a list of nine (9) names of qualified arbitrators from the Public Employment Relations Commission. The Association and the City shall alternately strike names from the list until only one (1) name remains, which shall serve as the neutral arbitrator. The right to strike first shall be determined by the flip of a coin. The arbitrator shall hold a hearing and issue a decision which shall be final and binding on both parties; provided however, the arbitrator shall have no power to render a decision that will add to, subtract from, alter, change or modify the terms of this Agreement, and the arbitrator's power shall be limited to interpretation and application of the express terms of this Agreement.
- 16.4 It is expressly acknowledged that bargaining unit members have the option of pursuing certain grievances through the Arlington Civil Service Commission. The Association shall not pursue a grievance through the grievance procedure of this Agreement concerning any matter filed by an individual employee with the Civil Service Commission. Such filing with the Civil Service Commission constitutes an election of remedies.
- 16.5 Each party shall bear the cost of presenting its own case. The expenses of the arbitrator shall be shared equally by the City and the Association.
- 16.6 Time limits may be waived by mutual agreement of the parties.

ARTICLE 17 MANAGEMENT RIGHTS

- 17.1 All management rights, power, authority and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in the City. It is expressly recognized that such rights, powers, authority and functions include, but are by no means whatever limited to the full and exclusive control, management and operation of its business and its activities, business to be transacted, functions to be performed and method pertaining thereto; the location of its offices, places of business and equipment to be utilized and the layout thereof; subject to the terms of this Agreement and any statutory obligation to bargain the right to establish or change shift schedules of work, evaluations and standards of performance; the right to establish, change, combine or eliminate jobs, positions, job classifications and descriptions; the right to establish compensation for new or change jobs or positions; the right to establish new or change existing procedures, methods, processes, facilities, or make technological changes; the right to maintain order and efficiency; consistent with existing practice the right to contract or subcontract any work; the right to designate the work and functions to be performed by the employees covered by this Agreement and the places

where it is to be performed; the determination of the number, size and locations of its office and other places of business of any part hereof, the right to make and enforce safety and security rules and rules of conduct; the determination of the number of employees and the direction of the employees, including but by no means whatever limited to hiring, selecting, assigning and training of new employees, disciplining, suspending or discharging for just cause.

- 17.2 The City and the Association agree that the agreement statement of management rights shall be for illustrative purposes only and is not to be construed or interpreted so as to exclude those prerogatives not mentioned which are inherent to management including those prerogatives not granted by law. It is the intention of the City and the Association that the rights, powers, authority and functions of management shall remain exclusively vested in the City except insofar as expressly and specifically surrendered or limited by the express provisions of the Agreement. The exercise of these rights shall not be subject to the grievance procedure of this Agreement. The City and the Association further agree that nothing contained in this Article shall be deemed to waive the Association's rights under RCW 41.56 et seq to bargain changes in mandatory subjects of bargaining.

ARTICLE 18 NO STRIKES OR LOCKOUTS

- 18.1 The City and the Association recognize that the public interest requires the efficient and uninterrupted performance of all City's services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement the Association shall not cause or condone any work stoppage, strike, slowdown or other interference with City functions by employees under this agreement, and should same occur, the Association shall take all steps to end such interference immediately. Employees who engage in any of the afore-referenced actions may be subject to disciplinary action up to and including discharge. The City shall not lock out any employee during the life of this Agreement. Any claim by the City that the Association has violated this Article shall not be subject to the grievance procedure of this Agreement and the City shall have the right to submit such claims to the courts.

ARTICLE 19 SEPARABILITY AND SAVINGS

- 19.1 Should any provision of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement as it relates to persons or circumstances other than those to which it has been held invalid shall not be affected thereby. In the event that any provision of this Agreement is held invalid or enforcement of or compliance with the same has been restrained, as hereinafter set forth, the City and the Association shall enter into immediate collective bargaining negotiations, upon the written request of either party, for the purpose of arriving at a mutually satisfactory replacement for such provision during the period of invalidity or restraint.

ARTICLE 20 DURATION

20.1 This Agreement shall be effective January 01, 2015, unless otherwise provided for herein, and shall remain in full force and effect through December 31, 2016, and year to year thereafter, unless written notice is given by the City to the Association or the Association to the City not later than September 01, 2016 to the effect that the City or the Association wishes to terminate or modify the Agreement.

ARLINGTON POLICE OFFICERS ASSOCIATION

CITY OF ARLINGTON

By Rory Bolter
Rory Bolter, President

By Barbara Tolbert
Barbara Tolbert, Mayor

Date 11/05/15

Date 11/9/15

APPENDIX "A"
to the
AGREEMENT
by and between
THE CITY OF ARLINGTON, WASHINGTON
and
ARLINGTON POLICE OFFICERS ASSOCIATION

(Representing the Law Enforcement Officers)

January 01, 2015 through December 31, 2016

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF ARLINGTON, WASHINGTON, hereinafter referred to as the City, and ARLINGTON POLICE OFFICERS ASSOCIATION, hereinafter referred to as the Association.

A.1 Effective January 01, 2015, the wages below reflect a Cost of Living Adjustment (COLA) of 2% applicable to Police Officers only., The monthly rates of pay for employees covered by this Agreement shall be as follows:

POLICE OFFICER

STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
0-12 M	13-24 M	25-36 M	37-48 M	49 60 M	61+ M
4,818	5,045	5,284	5,532	5,794	6,066

SERGEANT

STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
0-12 M	13-24 M	25-36 M	37-48 M	49 60 M	61+ M
6,542	6,836	7,144	7,465	7,802	8,153

A.2 Effective July 01, 2015, the wages below reflect a market adjustment of 1% and a Cost of Living Adjustment (COLA) of 1%, applicable to Police Officers only. The monthly rates of pay for employees covered by this Agreement shall be as follows:

POLICE OFFICER

STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
0-12 M	13-24 M	25-36 M	37-48 M	49 60 M	61+ M
4,915	5,146	5,389	5,643	5,909	6,187

SERGEANT

STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
0-12 M	13-24 M	25-36 M	37-48 M	49 60 M	61+ M
6,542	6,836	7,144	7,465	7,802	8,153

A.3 Effective January 01, 2016, the wages below reflect a Cost of Living Adjustment (COLA) of 2%, applicable to Police Officers only. The monthly rates of pay for employees covered by this Agreement shall be as follows:

POLICE OFFICER

STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
0-12 M	13-24 M	25-36 M	37-48 M	49 60 M	61+ M
5,013	5,249	5,497	5,756	6,028	6,311

SERGEANT

STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
0-12 M	13-24 M	25-36 M	37-48 M	49 60 M	61+ M
6,542	6,836	7,144	7,465	7,802	8,153

A.4 Effective July 01, 2016, the wages below reflect a market adjustment of 2%, applicable to Police Officers only. The monthly rates of pay for employees covered by this Agreement shall be as follows:

POLICE OFFICER

STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
0-12 M	13-24 M	25-36 M	37-48 M	49 60 M	61+ M
5113	5354	5607	5871	6148	6437

SERGEANT

STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
0-12 M	13-24 M	25-36 M	37-48 M	49 60 M	61+ M
6,542	6,836	7,144	7,465	7,802	8,153

A.5 Wage Step Increases - Any wages STEP increase shall become effective the first of the month coincident with or next following the employee's anniversary date of employment.

A.6 Longevity Pay - Longevity pay shall be administered as follows:

- A.6.1. Starting with the 6th year of service: 2%
- Starting with the 9th year of service: 4%
- Starting with the 12th year of service: 6%
- Starting with the 18th year of service, 8%

A.6.2. Longevity shall be calculated from the employee's base monthly salary, not including any incentive pay for education or specialties

A.6.3. Longevity shall be added to the employee's base monthly salary.

A.6.4. Longevity adjustments shall become effective the first of the month, coincident with or next following the employee's anniversary date of employment.

A.7 Specialty Assignments

A.7.1. Pay for Specialty Assignments- An employee assigned the duty of Rangemaster, EVOC, Defensive Tactics Instructors, Field Training Officers, Traffic Officer, School Resource Officer, Detective, Airport Resource Officer and Anti-Crime Team shall receive a premium equal to four percent (4%) of his/her base rate of pay during the period of such assignment.

A.7.2. Specialty Assignment Rotation.

A.7.2.1. The following Specialty Assignments will have a four (4) year rotation, with a one year extension at the discretion of the Chief:

- Detective (including Detective assigned to the Snohomish Regional Drug & Gang Task Force)
- Defensive Tactics Instructor
- Field Training Officer
- Firearms Instructor / Armorer
- School Resource Officer
- Airport Resource Officer/K9 Handler (if assigned K9, position is held until retirement of the K9)
- Anti-Crime Team

A.7.2.2. The following Specialty Assignments will have a five (5) year rotation, with a one year extension at the discretion of the Chief:

- Detective Sergeant

A.7.2.3. The following Specialty Assignments will have a four (4) year rotation, with a variable one to two (1-2) year extension at the discretion of the Chief:

- Traffic Officer / EVOC Instructor: extension of one (1) year, at the discretion of the Chief, if the Traffic Officer does not receive Accident Reconstructionist certification.
- Traffic Officer / EVOC Instructor: extension of two (2) years, at the discretion of the Chief, if the Traffic Officer receives Accident Reconstructionist certification.

- Traffic Officer / EVOC Instructor shall attend the EVOC Instructor Training at the first available opportunity.

A.7.3 Apprenticeship Program for Specialty Assignments.

A.7.3.1. One (1) apprenticeship position will be made available for each of the following positions:

- Firearms Instructor / Armorer
- Defensive Tactics Instructor
- EVOC Instructor
-

A.7.3.2. The 4% premium for the three specialty assignments listed in Section A.7.1 will be split between the primary (3%) and the apprentice (1%).

A.7.4. Traffic Officer

A.7.4.1 The Traffic Services Officer position is intended to assist in the reduction of traffic collisions and traffic-related issues, and to improve safety for motorists on roadways in the City of Arlington. The Traffic Services Officer assignment may include, but is not limited to: traffic violation enforcement, commercial vehicle enforcement, collision investigation, public awareness education, city employee driving training, emergency vehicle operation course instruction, speed measuring device instruction, acting as a liaison to Washington State traffic enforcement programs, and obtaining traffic safety grants.

A.7.4.2 Work Days/work hours: The Traffic Services Officer(s) shifts will be mutually agreed upon as outlined in the current Collective Bargaining Agreement. The work hours will be determined by the Chief or his designee and Traffic Service Officer and notice of a schedule adjustment will follow the current collective bargaining agreement.

A.7.5 Canine Officers

A.7.5.1. On average, K-9 Officers spend approximately thirty (30) minutes per day in compensable off-duty time for the routine duty related care and maintenance of an assigned dog. For purposes of compensating K-9 Officers for this off-duty work, the parties agree that K-9 Officers shall be compensated at the rate of three and one-half (3 ½) hours per week at the Officer's regular rate of pay for purposes of full compensation for routine care and maintenance of the dog.

A.7.5.2. In the event of serious injury or illness of the dog requiring multiple visits to the veterinarian and/or extended home care by the K-9 Officer, the K-9 Officer shall be paid for actual hours worked off duty necessary to care for the dog. The regular rate of pay for this work shall be the Officer's regular rate of pay. The K-9 Officer shall notify the Chief of Police or his/her designee in the event such a circumstance arises.

A.7.5.3. The provisions of this agreement apply exclusively to the off-duty, at-home care and maintenance of the dog. All other provisions of the collective bargaining agreement between the parties relating to compensation shall remain in full force and effect and are not modified by this agreement.

A.7.5.4. The City reserves the right to remove the K-9 from service and relieve the K-9 Officer from the responsibility to care for the K-9 at any time. Provided, if the K-9 is removed from service with the City, the K-9 Officer shall have the option to purchase the dog from the City for \$1.00.

A.7.6 Detective Clothing Allowance

A.7.6.1. Detectives, by virtue of the nature of their assignment, are required to dress in "plainclothes" while on duty. Further, this attire must be suitable for both routine duties and for appearance in Court and other legal proceedings.

A.7.6.2. In order to compensate Detectives for the purchase and wear and tear on their clothes while on duty, Detectives shall receive a yearly clothing allowance of \$650.00 per year.

A.7.6.3. The Detective clothing allowance shall be paid by separate check in January of each year for employees currently assigned as Detective.

A.7.6.4. Employees newly assigned to a Detective position shall receive the clothing allowance prior to the start of their assignment.

A.8 Education Incentive Pay –

A.8.1 Employees covered by this Agreement with an Associate of Arts or Science degree in the Criminal Justice field, Behavioral Science(s), Public Administration or an allied field subject to the approval of the City Administrator or his or her designee shall receive an extra two percent (2%) of the applicable wage rate in Section A.1 or as amended.

A.8.2 Employees covered by this Agreement with a Bachelor of Arts or Science degree in the Criminal Justice field, Behavioral Science(s), Public Administration or an allied field approved by the City Administrator or designee shall receive an extra four percent (4%) of the applicable wage rate in Section A.1 or as amended.

A.8.3 Employees covered by this Agreement with a Masters of Arts or Science degree in the Criminal Justice field, Behavioral Science(s), Public Administration or an allied field approved by the City Administrator or designee shall receive an extra six percent (6%) of the applicable wage rate in Section A.1 or as amended.

A.9 Employees wishing to pursue higher education (i.e., AA, BA/BS, MA/MS, etc.) may apply for education assistance for courses taken at an accredited college or university. Approval must be obtained prior to commencement of each course per semester. Generally, approval for reimbursement of educational expenses requires that the course be directly related to

the employee's present position or to a career path that reasonably relates to similar types of positions or bargaining unit work. Initial approval of a course does not obligate the City to future/continued approval of courses in that field of study.

A.10 Non-Pyramiding. Premium and Overtime Pay shall not be duplicated or pyramided except as may be required by the Fair Labor Standards Act. In no event shall premium or overtime pay be based on other than the employee's regular straight time hourly rate of pay. If an employee holds more than one specialty pay title (e.g., Rangemaster and EVOC), that employee shall receive no more than one (1) four percent (4%) pay increase under paragraph A.7, above.

ARLINGTON POLICE OFFICERS ASSOCIATION

CITY OF ARLINGTON

By Rory Bolter
Rory Bolter, President

By Barbara Tolbert
Barbara Tolbert, Mayor

Date 11/05/15

Date 11/9/15