

AGREEMENT
by and between

THE CITY OF ARLINGTON

and

ARLINGTON POLICE OFFICERS' ASSOCIATION
(Representing the Law Enforcement Officers)

January 1, 2025 through December 31, 2026

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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 and all other employees as determined by the Public Employment Relations Commission in Case 16843-E-02-2783.
- 1.2 Payroll Deduction - The City shall deduct from the pay of any employee covered by this Agreement, upon their voluntary 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 deduction of dues and fees for the Association. The Association shall refund to the City any amounts paid to it in error upon presentation of proper evidence thereof.
- 1.3 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, or as otherwise approved by the Chief.
 - 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 or email. 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 by U.S. mail or email, 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 fully commissioned Police Officer and a minimum of 3 years as a Police Officer as defined by the City of Arlington Municipal Code 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 Working out of classification: i.e. Acting Sergeant
- 5.9.1 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), if the Police Chief

determines that replacing the higher classification position is in the best interests of the City.

5.9.2 Any employee assigned to perform work in a higher classification (i.e. Sergeant) 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 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.

5.9.3 The follow factors shall be considered by the Chief or their designee when making an out-of-class assignment:

- i. For length of assignment of 1 shift to less than 3 months:
 1. Active promotional list if there is one
 - a. Could exclude non-patrol specialties (if not a long-term assignment) – Investigations, School Resource or Community Outreach, depending on impact to staffing/assignment.
 2. Input of other Sergeants
 3. Least interruption of bid schedules
- ii. For length of assignment of 3 months or greater:
 1. First option to promotional list, regardless of specialty assignment status
 - a. If there would be a significant operational impact associated with a specific investigation or staffing issue, the Chief may propose a different assignment process to the than that listed in 5.9.3(ii)(1) after consultation with the bargaining unit representative.

5.9.4 This section shall not be construed so as to require the City to assign higher-level duties to anyone.

5.10 Sergeants shall be eligible for additional specialty pay should they hold one of the following specialty positions as outlined in Appendix A, Section A.9 of the current Collective Bargaining Agreement. If there is a specialty apprentice also assigned, Appendix A, Section A.9.3 shall apply:

Detective (4%)
Rangemaster (4%)
EVOC (4%)
Field Training Officer (4%)
Defensive Tactics Instructor (4%)

- 5.11 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.
- 5.12 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:
- 5.12.1 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.
- 5.12.2 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.
- 5.13 Temporary FTO: On a temporary as-needed basis, designated employees shall receive a 4% premium for all hours assigned and worked performing FTO duties. Such assignment(s) may be terminated by Police Command at any time.
- 5.13.1 Employees performing such temporary FTO duties shall utilize a drop down box in the time sheet software application to record all hours worked performing FTO duties.
- 5.14 For purposes of placement on the wage grid, newly promoted sergeants shall receive credit for all time spent as acting sergeant during any full-month period during the prior twelve (12) months immediately preceding promotion.

ARTICLE 6 HOURS OF WORK/OVERTIME

- 6.1 Shift Schedules – Shift schedules shall be determined by the City. 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.

- 6.1.2 a 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.
- 6.1.4 Employees may trade shifts with the permission of the Chief of Police or designee.
- 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 2:00PM to 2:00 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 Section 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, unless otherwise approved by the Chief. 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. Any compensatory time not used up by December 15 will be paid out in the late December paycheck.
- 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 / PHONE CALLS

- 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.
- 7.3 Employees who are off duty who provide assistance by telephone for an interdepartmental communication will be compensated at fifteen (15) minute increments at the overtime rate, provided the phone call lasts seven (7) minutes or longer. Off duty calls that last less than seven (7) minutes shall be considered de minimis and will not be compensated, except that

if an employee receives a series of phone calls that in total exceed seven (7) minutes in duration, such time shall be paid in fifteen (15) minute increments. In no circumstance shall any compensation be provided for calls involving shift scheduling or coverage.

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.

Appendix "A" shall reflect the following:

- a. Effective January 1, 2025, the wages in Appendix "A" reflect a market adjustment of Officers 5% and Sergeants 3%
- b. Effective January 1, 2026, the wages in Appendix "A" reflect a market adjustment of Officers 4% and Sergeants 3%.

8.2 Deferred Compensation Plan - The employee shall contribute to any deferred compensation plan offered by the City.

8.2.2 Each bargaining unit member shall contribute a minimum of two percent (2%) of their gross base wage (consisting of base salary and education incentives only) to the deferred compensation plan offered by the City and the City shall match up to two percent (2%) of the gross base wage (consisting of base salary and education incentives only) of each participating bargaining unit member.

8.2.3 Employees may choose to increase their portion of the contribution should they choose to defer up to the maximum allowable amount. However, the total amount deferred monthly may not exceed the maximum allowable per the Deferred Compensation Program regulations.

8.2.4 It is the responsibility of the employee to fill out and submit enrollment forms before any match can occur and to contact the State of Washington Deferred Compensation Program in order to initiate changes to their monthly-deferred amounts. Sufficient time must also be given to the City's Finance Department for processing.

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	Native American Heritage Day
Juneteenth	Christmas Day
Independence Day	

Two (2) Personal Holidays for 12 hour employees,
OR
Three (3) Personal Holidays for 8 hour employees

- 9.2 Payment for all holidays from January through October shall be made once a year on the first regular payday of November. Payment for all holidays from November through December shall be made once a year on the first regular payday of January. Payments for those employees with less than twelve (12) consecutive months of continuous employment shall be prorated. Employees on military leave shall not receive the holiday payout for any holidays that occurred while they are out on military leave. 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 fifty-six (156) 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 thirty-two (132) hours of the pay specified in Section 9.2.
- 9.5 Black Out Days – July 4th is a black out date until operational needs are met as determined by the Chief. A “black out” date is a date that all staff could be expected to report for duty.

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 their employment. An employee shall be eligible to take accrued vacation time off with less than six (6) months continuous employment since their most recent date of employment, if approved at the discretion of the Department.

<u>Length of Continuous Employment</u>	<u>Monthly Accrual</u>	<u>Yearly Accrual</u>
0 to 24 months	8 hours	96 hours
25 through 48 months	10 hours	120 hours
49 through 72 months	12 hours	144 hours
73 through 96 months	14 hours	168 hours
97 through 120 months	16 hours	192 hours
121 through 180 months	18 hours	216 hours
181+ months	20 hours	240 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 Scheduling - Vacation periods shall be selected by seniority over two (2) rounds. During the first round employees may select up to 7 shifts of time off with priority going from the most senior to the least senior. After all employees have scheduled their seven (7) shifts of leave the process will be repeated for the second round in order of seniority from most senior to least senior. During the second round, employees may schedule up to seven (7) shifts of leave. 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 carryover accumulation greater than one thousand (1,000) hours into the next year. Any sick leave accrued over one thousand (1,000) hours as of December 31st each year shall be cashed out at a rate of one third (1/3) of such leave and such amount shall be deposited into the employee's HRA VEBA account.
- 11.1.1 Effective at the time of their hiring date, each new employee hired by the Department shall receive an initial sick leave bank equal to forty-eight (48) hours of accrued sick leave ("New Employee Sick Leave"). Any New Employee Sick Leave used by a new employee during that employee's first (1st) six (6) calendar months of employment will be drawn against that employee's regular sick leave accrual under the terms of this Section 11.1.1 such that if a new employee does not take any New Employee Sick Leave during that new employee's first (1st) six (6) months, at the end of that six (6) month period, the new employee will have forty-eight (48) hours of accrued sick leave.
- 11.1.2 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 11.2.1 below.
- 11.1.3 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.
- 11.1.4 Sick leave may also be utilized for any circumstances covered under the Washington Family Care Act, RCW 49.12.270, as well as WAC 296-130-030.
- 11.1.5 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 10.5.
- 11.1.6 Sick leave shall not be charged against an employee on a regularly scheduled day off.
- 11.1.7 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 furnish a physician's statement for absences of four or more days indicating that the use of sick leave was necessary for the employee or employee's immediate family member, and was for the purposes stated in this Article. The physician's note, however, need not explain the nature of the medical condition except as may be necessary for Family

Medical Leave certification. The City may still separately request treatment provider authorization for return to duty when applicable.

- 11.1.8 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.
- 11.1.9 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, state-registered domestic partner 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).
- 11.4 Paid Family Medical Leave - As required by the Washington State Paid Family Medical Leave law, the City will contribute .6% of employee pay to the program, of which, 73.22% (.7322) will be from withholding from employee paychecks and 26.78% (.2678) shall be paid by the City. Contribution amounts and the percentage split of contributions between employee and employer will be adjusted to the current amount per State law, should they change.
- 11.5 The bargaining unit shall participate in the City's Paid Family Medical Leave (PFML) policy, including the option of supplementation of State PFML benefits with City-Paid leave according to the terms therein.

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 Association and the City less 1% of top step police officer, which will be paid by the Employee.

12.2.1 The Association 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 – Vision coverage is included as part of the benefit received through the LEOFF Health and Welfare Trust.

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 this Agreement.

12.2.6 Employee Assistance Program (EAP) - The City shall pay one hundred percent (100%) for the premiums for eligible enrolled employees only for coverage under the AWC EAP 1-8 Visit Buy-Up Plan during the term of this Agreement, if available.

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 for each bargaining unit member as follows:

Employee with no spouse or dependent	\$176.00
Employee with spouse and/or dependent	\$343.00

- 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 Employee's 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. Separated employees shall pay for any fees incurred in maintaining the account. 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 total (2 long sleeve and 2 short sleeve)
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	2 each
Handcuff Holder	2 each
Holster	1 each
Magazine Holder	2 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
Flashlight	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. When separating from employment, the employee shall be required to turn in to the Chief of Police or his designee, all ammunition not expended.

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 In the event a member is imposed suspension with loss of pay through the discipline process in Article 15, the Association or member may request the member use leave time in lieu of suspension with loss of pay. The request will be reviewed by the City Administrator or designee, the Chief of Police or designee, and the Association President or designee to determine member eligibility. The final decision will be made by the City Administrator or designee.
- 15.5 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 (PERC). 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. The grievance arbitrator selection process for cases which State law requires the assignment of an arbitrator from PERC's certified list of arbitrators shall be in accord with State law requirements, notwithstanding any contrary provision(s) in this Section 16.3.
- 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, including its own attorney's fees, if any. 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 PATROL TAKE-HOME VEHICLE PROGRAM

17.1 The City is in a multi-year process to add fleet vehicles to the Police Department. Going forward from ratification of this agreement, the following shall apply as it relates to take-home vehicles for staff assigned to Patrol:

17.1.2 Take-home vehicles may only be assigned in amount based on the operational needs of the department and a minimum amount (as determined by the City Administrator or their designee) of patrol-equipped vehicles must be kept in reserve at all times and not assigned to a specific staff member. This may vary by shift availability.

17.1.3 The City is committed to adding to the existing police fleet and has or will budget to provide for the existing amount of vehicles available for Patrol shift assignments (the amount of vehicles listed below include both take-home and reserve or “breakdown” vehicles):

17.1.3.1 During 2022 = at least 5

17.1.3.2 During 2023 = at least 7

17.1.3.3 During 2024 = at least 9

17.1.3.4 Vehicle amounts in the above sub-sections are subject to change based on actual out-of-service vehicles and actual availability of vehicles.

17.1.4 Once assigned a vehicle, that will be the patrol officer’s primary vehicle until such time as it is due for replacement or is assigned a different vehicle by the Chief of Police or their designee. There shall never be a “re-bid” for vehicles. The patrol officer who doesn’t have a take-home care assigned or who drives the oldest car in the take-home vehicle pool shall be assigned the new take-home vehicle when acquired. Patrol officers on FTO and Probation shall not be eligible for assignment of a take-home vehicle until such time as they have completed their FTO or Probation period.

17.1.5 If an assigned vehicle is out-of service, whomever was assigned that vehicle shall use a reserve or “breakdown” vehicle until such time as their assigned take-home vehicle is repaired or replaced.

17.1.6 Take-home vehicles may only be assigned to staff residing within twenty (20) miles of the boundary of the City of Arlington. An exception of up to an additional five (5) miles [for a total of up to twenty-five (25) miles] may be made with the prior approval of the City Administrator or their designee.

ARTICLE 18 MANAGEMENT RIGHTS

- 18.1 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.
- 18.2 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 19 NO STRIKES OR LOCKOUTS

19.1 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 20 SEPARABILITY AND SAVINGS

20.1 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 21 DURATION

21.1 This Agreement shall be effective January 1, 2025, unless otherwise provided for herein, and shall remain in full force and effect through December 31, 2026, 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 1, 2026 to the effect that the City or the Association wishes to terminate or modify the Agreement.

Arlington Police Officers’ Association

City of Arlington

By: DB
Devon Benner, President

By: [Signature]
Don E. Vanney, Mayor

Date: 1/6/2025

Date: 1/6/2025

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, 2025 through December 31, 2026

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, 2025, the wages below reflect a wage increase of 5% for Officers and 3% for Sergeants. The monthly rates of pay for employees covered by this Agreement shall be as follows:

POLICE OFFICER

Step A 0-12 M \$7,262	Step B 13-24 M \$7,604	Step C 25-36 M \$7,962	Step D 37-48 M \$8,339	Step E 49-60 M \$8,730	Step F 61+ M \$9,143
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SERGEANT

Step B 0-6 M \$9,954	Step C 7-18 M \$9,954	Step D 19-30 M \$10,400	Step E 31-42 M \$10,872	Step F 43+ M \$11,358
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A.2 Effective January 01, 2026, the wages below reflect a wage increase of Officers 4% and Sergeants 3%. The monthly rates of pay for employees covered by this Agreement shall be as follows:

POLICE OFFICER

Step A 0-12 M \$7,552	Step B 13-24 M \$7,908	Step C 25-36 M \$8,280	Step D 37-48 M \$8,673	Step E 49-60 M \$9,079	Step F 61+ M \$9,509
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SERGEANT

Step B 0-6 M \$9,810	Step C 7-18 M \$10,253	Step D 19-30 M \$10,712	Step E 31-42 M \$11,198	Step F 43+ M \$11,699
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A.4-A.6 Intentionally left blank.

A.7 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.8 Longevity Pay - Longevity pay shall be administered as follows:

- A.8.1. 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 15th year of service: 7%
- Starting with the 18th year of service: 8%

A.8.2 Longevity shall be calculated from the employee's base monthly salary, not including any incentive pay for education or specialties

A.8.3 Longevity shall be added to the employee's base monthly salary.

A.8.4 Longevity adjustments shall become effective the first of the month, coincident with or next following the employee's anniversary date of employment.

A.9 Specialty Assignments

A.9.1 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, unless there is an apprentice also assigned, in which case section A.9.3. shall apply.

A.9.2. Specialty Assignment Rotation.

A.9.2.1 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.9.2.2 The following Specialty Assignments will have a five (5) year rotation, with a one year extension at the discretion of the Chief:

- Detective Sergeant
- Digital Forensic Detective

A.9.2.3 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.9.3 Apprenticeship Program for Specialty Assignments.

A.9.3.1 One (1) apprenticeship position will be made available for each of the following positions:

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

A.9.3.2 The 4% premium for the three specialty assignments listed in Section A.9.3.1 will be split between the primary (3%) and the apprentice (1%).

A.9.4. Traffic Officer

A.9.4.1 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.9.4.2 Work days/work hours: The work hours will be determined by the Chief or their designee and notice of a schedule adjustment will be given. Schedules will be posted in job announcement.

A.9.5 Canine Officers

- A.9.5.1 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.9.5.2 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.9.5.3 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.9.5.4 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.9.6 Detective Clothing Allowance

- A.9.6.1 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.9.6.2 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 \$1000.00 per year. Effective on ratification, new Detectives will receive the allowance on the date of appointment as a Detective, and on each annual anniversary of their appointment.
- A.9.6.3 The Detective clothing allowance shall be paid by separate check in January of each year for employees currently assigned as Detective.
- A.9.6.4 Employees newly assigned to a Detective position shall receive the clothing allowance prior to the start of their assignment.

A.10 Education Incentive Pay

A.10.1 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 thru A.6 or as amended.

A.10.2 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 thru A.6 or as amended.

A.10.3 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 thru A.6 or as amended.

A.11 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.12 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.9, above.

A.13 Bilingual Incentive: Employees utilizing a language proficiently, other than English, in the course of their duties, will be entitled to a foreign language stipend of 1% as approved by the Chief.

Arlington Police Officers' Association

By: 
Devon Benner, President

Date: 1/6/2025

City of Arlington

By: 
Don E Vanney, Mayor

Date: 1/6/2025

EXHIBIT A

MEMORANDUM OF UNDERSTANDING
by and between
THE CITY OF ARLINGTON, WASHINGTON
and
ARLINGTON POLICE OFFICERS' ASSOCIATION
AGREEMENT ON OFF-DUTY WORK HOURS

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 APOA.

The parties have reached the following agreement regarding off-duty work hours, including the formula for recapturing City costs in the external contracting process, and having an agreement in place for the rate to be paid for external contract hours worked:

1. The parties have come to an agreement on the administration of outside contract work and have devised a formula that currently accounts for the City's costs. The current external off-duty contract and formula are attached to this agreement as EXHIBIT A. For all off duty work hours performed from April 4, 2022, the regular off duty rate shall consist of a \$100.00 hourly rate for officer salary plus \$18.50 per hour for employment taxes, L&I and retirement contributions, and the holiday off duty rate shall consists of a \$120.00 hourly rate for officer salary plus \$41.80 per hour for employment taxes, L&I and retirement contributions.

These hourly rates and City costs may be amended as any new contribution is required from the City and the parties will work jointly to update the outside contract rate as necessary to fully capture any City costs.

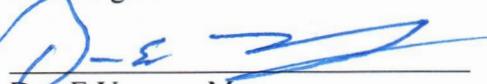
2. In no circumstance from the date of execution of this agreement shall the City bear any cost for hours performed as part of any off-duty contract with an external entity.
3. This MOU is effective when signed by both parties. No modification to this MOU is valid unless in writing and signed by the parties.
4. This MOU shall remain in full force and effect until December 31, 2024, or until such time as a successor collective bargaining agreement is in place, whichever occurs later.

Arlington Police Officers' Association (APOA)

By: 
Devon Benner, President

Date: 1/6/2025

City of Arlington

By: 
Don E Vanney, Mayor

Date: 1/6/2025