

AGREEMENT

BY AND BETWEEN
CITY OF RIDGEFIELD
AND
RIDGEFIELD POLICE OFFICERS
ASSOCIATION

January 1, 2018 thru December 31, 2020

**Agreement By and Between
City of Ridgefield and Ridgefield Police Officers' Association
January 1, 2015 through December 31, 2017**

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**AGREEMENT BY AND BETWEEN
THE CITY OF RIDGEFIELD
and
RIDGEFIELD POLICE OFFICERS' ASSOCIATION**

Effective Dates:
January 1, 2018 through December 31, 2020

THIS AGREEMENT is made by and between the CITY OF RIDGEFIELD POLICE DEPARTMENT, a municipal corporation of the State of Washington, hereinafter referred to as the Employer, and Ridgefield Police Officers' Association, hereinafter referred to as the Association.

ARTICLE 1 – RECOGNITION

- 1.01 The Employer recognizes the Association as the exclusive bargaining unit for all full-time employees within the following classifications:
Police Officer
Police Sergeant
- 1.02 A regular full time employee shall be defined as an employee who has been certified by the Ridgefield Civil Service Commission and hired by the City to a position listed in Article 1.01. A regular full-time employee is further defined as an employee who regularly works a full time work schedule of a minimum of forty (40) hours per week on a continuing basis

ARTICLE 2 – MAINTENANCE OF MEMBERSHIP

- 2.01 Only members in good standing in the Association shall be retained in employment. For the purpose of this Section, members in good standing shall be defined as employee members of the Association who tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.
- 2.02 Within thirty (30) days from the employee's date of hire he/she shall either join the Association or pay an amount equivalent to the Association's regular dues to the Association as a service fee to defray the costs of collective bargaining or in accordance with RCW 41.56.122 the employee shall contribute an amount equivalent to the regular Association dues to a charity mutually agreed upon between the employee and the Association.
- 2.03 Upon the written authorization of an employee the Employer shall deduct from the wages of each employee initiation fees, assessments and, once each month, Association dues and shall deliver such sums to the Association's Secretary-Treasurer with a list of those employees involved. The Employee shall return the authorization form to the City Clerk within 30 days of the date of hire. If any employee is not to receive a wage or the wage is not a sum sufficient to satisfy the assignment, no collection shall be made from the employee for said month.

- 2.04 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to all protected classes, unless there is a bona fide occupational qualification.
- (a) Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.
- (b) The Employer shall not discharge or discriminate against any employee because of their membership in or activities on behalf of the Association.
- 2.05 The Association shall hold the Employer harmless from any claims filed by any employee arising out of the Association's enforcement of membership provisions of this Agreement.
- 2.06 The members of the Association negotiation committee shall be granted leave from duty with full pay for all meetings between the Employer and the Association for the purpose of negotiating the terms of a contract, when such meetings take place at the time during which such members are scheduled to be on duty. The Association negotiation team members that will be granted leave from duty with full pay shall be limited to one individual. All other members of the Association team will be required to use compensatory time, or vacation leave if scheduled for duty during negotiations.
- 2.07 A member authorized to represent the Association shall be granted reasonable release time from duty with full pay for the purpose of employee representation and processing grievances, when such activities take place at a time during which such members are scheduled to be on duty; provided, however, should any emergency arise during such activities, release time shall be suspended until the emergency is resolved.
- 2.08 Duly authorized representatives of the Association may visit the work location of employees with 48 hours notice to the Employer provided that such visitation does not interfere with the performance of duties by employees. Such representative shall limit his activities during such visitations to matters relating to this Agreement.
- 2.09 The Employer shall provide space for an Association bulletin board, to be located conspicuously at the Police Department.
- 2.10 Provisional or temporary employees shall not be subject to the terms of this agreement. Further, provisional or temporary employees shall not be eligible for membership in the Association. The City agrees to limit the use of provisional or temporary employees to only those times when there is a vacancy in a permanent position and there is no valid civil service new hire or lateral hiring list.
- 2.11 The parties recognize that efforts will be made to hold official union meetings during employees' non-working hours or, if during working hours, during the on-duty employees' scheduled lunch period. If it is not possible to schedule the

meeting during nonworking hours for all union members, the following actions will be taken:

- (a) The union and employer will act in good faith to agree upon a time for the meeting that best suits both parties taking into account the City's operational requirements.
- (b) Any officer attending the meeting who is on-duty shall remain call responsive.
- (c) The union must give the Chief and/or Lieutenant notice of the date, time and expected length of any union meeting as soon as the meeting date is known.
- (d) With limited flexibility, the union will assure that the meeting involves a maximum of one hour of on-duty (non-lunch period) time.
- (e) The meeting will be scheduled within City limits.
- (f) Work must resume as soon as practicable after the meeting.
- (g) No maximum number of meetings is established. However, the parties understand that there should generally be no more than one meeting per month involving an officer(s) who is on-duty (not during a scheduled lunch period). The parties further understand that there will need to be some flexibility with this condition during contract negotiations.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 It is understood and agreed that the Employer possesses the sole right, authority, and responsibility to lawfully operate the agency and to command and direct the employees of the Police Department. These authorities and responsibilities include, but are not limited to the following:

- (a) To exclusively determine and execute its mission, policies, and all standards of service provided to the public.
- (b) To plan, direct, schedule, command, and control the service operations furnished by the members of the Employer.
- (c) To recruit, hire, train, assign, transfer, test, evaluate and promote members within the Department. (Provided that evaluations may be subject to the Grievance procedure outlined in Article 11 only if the evaluation is used as an underlying reason for future disciplinary action.) Additionally, if there are any adverse ratings or comments written on the evaluation, the Association member will have seven (7) days to provide a written response to the adverse rating or comment. The written response will be attached to the evaluation and retained for the same period of time the evaluation is retained.

- (d) To suspend, demote, discharge or take other disciplinary actions for just cause. Provided that probationary employees are not subject to the "just cause" provisions of this Agreement.
 - (e) To set standards of service, including quantity and quality of work to be performed and the responsibility to maintain the efficiency of operations.
 - (f) To command and direct the workforce including taking whatever actions are necessary in emergencies in order to assure the proper functioning of the Department.
 - (g) To establish, publish, and enforce lawful rules and regulations which govern the routine functions of the Employer.
 - (h) To determine types and usage of all authorized equipment. (Unless otherwise specified in this Agreement.)
 - (i) Nothing in this Agreement shall be interpreted to detract or circumscribe the trust placed in the City Government and the rights and obligations owed to the electorate; provided, nothing herein shall be construed to waive the Employer's obligation to bargain over changes in mandatory subjects or the impacts thereof.
 - (j) Nothing in this Article shall be interpreted to detract or waive the rights of the Association to bargain over changes in mandatory subjects or the impacts thereof.
- 3.02 Provided, the terms, conditions and practices established under this agreement regarding tenure and eligibility for continued employment shall remain in full force and effect regardless of the adoption of subsequent City policies, procedures or Civil Service Rules.
- 3.03 Access to Personnel Files. All employees have the right to view their entire personnel files. Employees wishing to view said file shall give the Department and City Clerk 5 calendar days advanced notice and establishing an agreed time and place. An employee shall be permitted to read any disciplinary material affecting his/her employment before it is placed in a personnel file. The employee shall be allowed to rebut such statements in writing (such rebuttal will be attached to the file copy of statement). The Employer will notify employees before any additions of disciplinary or negative performance are made to the individual's file.

ARTICLE 4 – HOURS OF WORK AND OVERTIME

- 4.01 Assigned Work Shifts for Police Officers. The normal work shift shall be 11 hours, with set starting and stopping times and normal interruptions for rest periods. Work shifts shall be four consecutive days on shift, followed by four consecutive days off shift, for an 8-day workweek.

The shift configuration shall consist of three, 11-hours shifts; a day shift, swing shift, and night shift. In instances where one of the three shifts is vacant due to an officer attending training, on vacation, compensatory time, sick leave, or other duties, the procedure outlined in Article 5, Providing 24/7 Coverage, will be followed to provide continuation of 24-hour law enforcement coverage.

Officers on this work schedule shall have an additional day of training consisting of 11 hours that shall not be considered overtime six times per year and not more than one training day will be scheduled in a calendar month. Management will identify mandatory training days that will not be included in the bid process prior to the date scheduled for shift bid; for other training dates management will attempt to schedule training days by January 1st for the upcoming year and efforts will be made to provide thirty (30) days' notice to the officers unless circumstances prohibit doing so. This training day will result in officers working five consecutive days that week, each consisting of 11 hours either preceded or followed by, three consecutive days off.

Should the need arise for the Department to change the established starting and stopping time, the parties agree to immediately meet regarding the changes. In situations where an officer attends training or similar work-related activity, the Chief or designate shift scheduling supervisor, shall have the discretion to schedule rest time for the officer while still achieving the 44-hour/8-day work period without incurring overtime.

4.02 Assigned Work Shifts for Police Sergeants. Recognizing that flexibility is required in the scheduling of assignments for sergeants; they shall have normal assigned work schedules as follows:

- (a) The normal work shift shall be 11 hours beginning between 10:00 AM and 2:00 PM with normal interruptions for rest and meal periods; and
- (b) Work shifts shall be four consecutive days on shift, followed by four consecutive days off shift, for an 8-day workweek with one sergeant assigned to A-side and one sergeant assigned to B-side.

The normal assigned work schedule shall be memorialized in memorandum form.

Sergeants will have the ability to flex normally scheduled work shift on a temporary basis based on job duties. If a sergeant is required to adjust his/her work shift with less than 24 hours' notice, the sergeant will be entitled to overtime compensation for the hours worked outside of the normal scheduled work shift.

Sergeants on this work schedule shall have an additional "administrative" day consisting of 11 hours that shall not be considered overtime six times per year and not more than one administrative day shall be scheduled in a calendar month. This administrative day will result in sergeants working five consecutive days that week, each consisting of 11 hours either preceded or followed by, three consecutive days off.

- 4.03 Work Week. The parties agree to a non-standard work period under Section 7(k) of the Fair Labor Standards Act.

The Chief has the sole discretion and ability to modify shift scheduling and retain flexibility in extenuating circumstances arising from training, vacations, compensatory time, and other non-scheduled events. This flexed schedule would be at the Chief's discretion.

- 4.04 Shift Bid and Rotation Process. A new shift rotation will begin January of each year and employees will be given an opportunity to bid for these shifts. Shift bids will be made based on seniority in class beginning on the date of hire for officers and date of promotion for sergeants. Sergeants will complete their shift bid prior to the officers bid process.

The Association will complete the bid process by November 20 and the following year schedule shall be finalized and posted by November 30.

Officers will remain in this shift for six (6) months. At that time, shifts shall rotate from day to swing, swing to night, night to day shift. Shift trades may only be made upon the approval of the Chief.

Officers may trade shifts assigned through this shift bidding process due to extenuating circumstances, subject to the Employer's approval.

In extenuating circumstances such as termination, employee development or training, long-term disability or other long-term leave, the Chief may reassign an employee's position in the rotation.

- 4.05 Breaks. Employees shall be afforded two 15 minute breaks and 1 hour paid meal break each shift.

- 4.06 Overtime Hours. Overtime shall be compensated at the rate of one and one-half times the regular hourly rate of pay using an assumed annual average of 2,080 hours worked for all full-time employees. Employees will be paid at the overtime rate for all hours worked outside of a scheduled shift. The mandatory training days outlined in Section 4.01 are scheduled shifts and will not be considered overtime. Under no circumstance will overtime accrue for hours paid that are not actually worked. When possible, overtime must be pre-approved.

- 4.07 Call-back or Call-In Pay. Call-back or Call-in pay (other than a continuation of a regular shift) shall be for a guaranteed minimum period of two (2) hours at one and one-half times (1 ½) the regular hourly rate.

(a) Officers shall not be assigned additional duties beyond those that occasioned the original call in when an officer is required to appear in court either as a witness in a matter arising from the employee's work or as required in assisting with another employee's case. Any such employee shall be guaranteed two (2) hours compensation at one and one-half time (1 ½) the regular hourly rate. Provided, the minimum call-back compensation shall

apply in instances where a subpoena is not cancelled twenty-four (24) hours prior to the scheduled appearance.

- (b) Prescheduled meetings (except Court or court related)) with twenty-four (24) or more hours notice shall not be considered call-back and shall not be eligible for the call-back premium. Prescheduled meetings with less than twenty-four (24) hours notice shall be considered call-back.

4.08 **Out-of-Class Pay.** Should an employee be required by the City to work out of his/her classification in the capacity of a Supervisor or Chief, the employee shall be paid at the rate of pay for such higher classification for all hours worked. Any overtime worked in any of these capacities shall be paid at the overtime rate of the higher classification. The employee that is assigned the higher classification position would also be required to assume the shift assignment of the position.

4.09 **Compensatory Time.** Employees shall have the option to receive compensatory time off for overtime worked, provided, however, the compensatory time earned must be used in compliance with federal and state law. Officers may not accrue more than one hundred-twenty (120) hours of compensatory time. Any overtime worked once an officer has accumulated one hundred-twenty (120) hours of compensatory time will be paid directly as overtime earned. Should the employee be unable to take compensatory time off within the time frame set forth by federal and state law, the employee shall receive pay for all compensatory time not used.

Members may, upon 31 days notice to the City, "cash out" accrued but unused compensatory time.

ARTICLE 5 – PROVIDING 24/7 COVERAGE

The parties share an interest in providing effective law enforcement services for the citizens of Ridgefield and having a Ridgefield police officer on-duty 24/7. To do so, the parties agree to the following procedure when an officer is unable to report for duty for his/her scheduled shift:

5.01 **Procedure for Coverage When Officer Unable to Report Without Advance Notice.** The following procedure will apply when an officer is unable to report for duty for his/her scheduled shift and there is less than 72 hours notice of the need for coverage:

- (a) If the need for shift coverage is for three (3) hours or less, the hours may be covered by extending the shift of an officer regularly scheduled for duty, by the sergeant, lieutenant or chief of police providing coverage, or by another police agency.

1. For the first 10 instances each year, the City will have sole discretion as to how the three (3) hour period will be covered. If an officer provides coverage, it will not count toward the 10 instances.

2. Following the 10 instances, the hours will be covered by expanding the two remaining 12 hour shifts.
- (b) If the need for shift coverage is longer than three (3) hours, the City will contact officers to report for duty in the order of department seniority, with the most senior officer being contacted first.
 - (c) If an officer does not voluntarily report for duty, the City will order an eligible officer to report for duty by contacting officers in the reverse order of department seniority, with the least senior officer being contacted first. If there is a need for shift coverage for a consecutive shift, the City will order the next least senior officer to report for duty. The City will use the definition in Article 5.01(d) to determine eligibility.
 - (d) If no officer is available to cover the shift, the City will provide coverage in the following order: Sergeant, Lieutenant or Chief of Police, a police agency other than Ridgefield.
 - (e) An officer is NOT eligible to be ordered to report to duty under any of the following circumstances:
 1. He/she is unable to perform the essential duties of the police officer position due to illness, injury or fatigue.
 2. He/she is under the influence of drugs or alcohol at a level that would prohibit him/her from working.
 3. He/she is away from work on protected leave including FMLA, ADA accommodation, administrative, or bereavement.
 4. He/she is more than one hour travel time away from Ridgefield.
 5. He/she is unable to make child care arrangements within one hour.
 6. He/she would suffer a nonrefundable economic loss of \$100 or more.
 7. He/she is scheduled for pre-approved vacation or department training.
 8. Working the shift would result in him/her working more than 16 consecutive hours in a 24-hour period.
 9. Any other situation when the Police Chief or designee determines that the officer is not eligible to report to duty.

5.02 Procedure for Coverage when There is a Shift Vacancy and Advance Notice. The following procedure will apply, in the order listed, when there is a need to fill one or more shifts and there is notice of 72 hours or more:

- (a) If the need for shift coverage is three (3) hours or less, the two remaining shifts will be extended to 12 hour shifts.

- (b) If the need for shift coverages is longer than three (3) hours, the parties will make reasonable efforts to mutually agree on coverage for the shift by an officer, sergeant, lieutenant, Chief or outside agency.
- (c) In the event that an agreement is not reached, the City will order an "eligible" officer to report for duty. To do so, the City will contact officers in the reverse order of department seniority, with the least senior officer being contacted first. If there is a need for shift coverage for a consecutive shift, the City will order the next least senior eligible to report for duty. The City will use the definition in Article 5.02(d) to determine eligibility. If no officer is available and eligible to cover the shift, the City will provide coverage with a Lieutenant or Chief of Police, or a police agency other than Ridgefield.
- (d) An officer is NOT eligible to be ordered to report to duty under any of the following circumstances:
 1. He/she is unable to perform the essential duties of the police officer position due to illness or injury.
 2. He/she is away from work on protected leave including FMLA, ADA accommodation, administrative or bereavement.
 3. He/she is scheduled for pre-approved vacation or department training.
 4. He/she has a preplanned vacation or activities that are more than 100 miles away and would result in a nonrefundable economic loss of \$100 or more.
 5. Working the shift would result in him/her working more than 16 consecutive hours in a 24-hour period.
 6. He/she is unable to make child care arrangements.

ARTICLE 6 – HOLIDAYS

6.01 The following days shall be recognized as holidays by the Employer:

New Years Day (January 1st)
 Martin Luther King, Jr.'s Birthday
 Washington's Birthday (Third Monday in February)
 Memorial Day (Last Monday in May)
 Independence Day (July 4th)
 Labor Day (First Monday in September)
 Veteran's Day (November 11th)
 Thanksgiving Day (Fourth Thursday in November)
 Day After Thanksgiving Day
 Christmas Day (December 25th)
 One Floating Holiday

6.02 To be eligible for holidays and/or holiday pay the employee must be a full-time employee as outlined in Article 1, Section 1.02.

- 6.03 On the November pay period of each year, police officers shall be paid a lump sum payment equal to 88 hours at the employee's regular base hourly rate of pay in lieu of holidays off.
- 6.04 If an officer actually works the holiday they shall be paid at the rate of 1 ½ times their normal hourly rate for actual hours worked on the holiday.
- 6.05 Any police officer who is either hired or leaves employment during the calendar year shall be paid for all holidays that have occurred during his/her employment with the City.
- 6.06 Each full time employee shall receive two (2) scheduled shifts off subject to the scheduling with the Department. This shall not be carried over into the following year and must be used within the calendar year.
- 6.07 If a holiday occurs on a regular scheduled work day while an employee is attending the Law Enforcement Academy, the Chief or designee will determine whether the employee should report to work. If the employee works the holiday, he/she will be paid consistent with Article 6.04. If the employee does not work the holiday, he/she will receive their regular salary and will not be required to use accrued paid leave hours. The same procedure shall be followed if the Law Enforcement Academy is closed on a regular scheduled work day that is not listed as a holiday in Article 6.01.

ARTICLE 7 – VACATION ACCRUAL AND ACCESSIBILITY

- 7.01 All full-time employees, as outlined in Article 1, Section 1.02, shall accrue vacation hours on a monthly basis to equal the following:

After 1 year service	88 hours vacation
After 2 years service	104 hours vacation
After 3 years service	112 hours vacation
After 4 years service	120 hours vacation
After 5 years service	128 hours vacation
After 6 years service	136 hours vacation
After 7 years service	144 hours vacation
After 8 years service	152 hours vacation
After 9 years service	160 hours vacation
After 10 years service	168 hours vacation
After 11 years service	176 hours vacation
After 12 years service	184 hours vacation
After 13 years service	192 hours vacation
After 14 years service	200 hours vacation
After 15 years service	208 hours vacation

7.02 Vacation Bid Process. The Association will begin the vacation bid process on December 1 for the following year, and complete the process on or before December 31. Officers and sergeants will bid for vacation.

Officers will compete within their own squad for vacation accessibility. Only one officer may be on vacation at a time. This one officer and the sergeant may be on vacation at the same time.

Seniority will be the determining factor for the following vacation scheduling process:

- (a) The officer with the most seniority will identify up to four sets of four days that he/she wishes to take leave/vacation. When bidding, all sets must be scheduled for a full work week except for one set. One set (or fewer days than one set) may or may not be a full work week. The sets may or may not be consecutive weeks but cannot be four consecutive weeks of one day each.
- (b) Officers will only bid for vacation days that they will have accrued by the date the vacation is scheduled.
- (c) The Fourth of July and mandatory training days will not be included in the vacation bid process. In extenuating circumstances, the Chief will have discretion to exclude other dates from the bid process. The Chief will identify all dates that will not be included in the bid process prior to the date scheduled for shift bid.

Following the bid process, vacation will be considered on a first come first served basis using the department established process.

- (a) At no time will an officer have the ability to bump another officer's approved/scheduled vacation.
- (b) Written requests for vacation time, if for four (4) days or more, shall be submitted to the Police Chief at least three (3) weeks before the planned vacation.

7.03 Accumulated vacation time shall not exceed two hundred forty (240) hours on the employee's anniversary date. Any hours in excess of two hundred forty (240) hours on the anniversary date shall be lost. If the officer has used reasonable efforts to use the vacation and has been denied, they shall be allowed up to 90 days to use the excess vacation hours.

7.04 The Chief, or his/her designee, has discretion whether to approve or deny any vacation request during the probationary period for a new officer.

7.05 Any accrued and unused vacation time shall be paid upon termination of employment. However, any member who leaves employment prior to the end of the probationary period is not eligible for payment of vacation hours.

- 7.06 Employees on a four day on/four days off work schedule must use a minimum of forty-four (44) hours of accrued vacation each year. Employees on a standard forty (40) hours work schedule must use a minimum of forty (40) hours of accrued vacation each year.

ARTICLE 8 – LEAVE

- 8.01 Sick leave shall be accumulated at the rate of one (1) shift per month up to twelve (12) shifts per year to a maximum accumulation of 1,200 hours.
- 8.02 Requests to utilize sick leave shall be made pursuant to Department policies.
- 8.03 Upon death or retirement from service, employees shall be compensated for 50% of accumulated sick leave over 60 days (720 hours). Upon line-of-duty death, employees shall be compensated for 100% of accumulated sick leave.
- 8.04 For the purpose of defining leave time (accrual and usage) the term “work day”, “work shift”, “shift”, “day” or any other work used to define a shift shall mean an equal number of hours of leave.
- 8.05 Bereavement leave – When an employee is absent from work on a scheduled work day because of a death in his/her immediate family, he/she shall be allowed leave with pay for such time up to a maximum of four work days if on a four on/four off schedule or five (5) working days if on a standard five day work schedule;
- (a) Immediate family shall mean: spouse, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, step-parent, employee’s grandparents or co-habitive partner.
- 8.06 Family Leave – Employees are covered under the Family and Medical Leave Act per City Policy 701 Family Medical Leave Act (FMLA).
- 8.07 The Association and the Employer recognize the benefit of returning an injured employee back to work as soon as possible through the use of a “light duty” assignment. The scope of the light duty assignment and the work schedule during the light duty assignment is within the discretion of the Employer. Light duty assignments shall end at any point during the assignment where the attending physician certifies the employee can successfully carry out the essential job functions of the employee’s regular position, or the Employer has determined the employee is no longer capable of performing the essential functions of their position.

ARTICLE 9 – HEALTH AND WELFARE

- 9.01 The Employer shall provide substantially similar benefits to those currently provided. The employer shall pay 100% of the employee-only premium for medical and dental. For employees covering dependents, the employer shall pay 90% of the medical

and dental premium for such dependents and employees will pay 10%. Employee contributions shall be on a pre-tax basis.

- 9.02 It is understood and agreed that if there is an increase in contributions needed to maintain the present benefits of the coverage listed above, the Employer agrees to maintain such benefits in an amount determined as necessary in Section 9.01.
- 9.03 The Employer shall provide liability insurance to cover employees of the Department acting in the line of duty. The Employer shall defend and indemnify for any claims against an employee arising out of the employee's performance of job duties.
- 9.04 The Employer shall provide a group life insurance policy covering all its employees in the amount of at least \$10,000. A copy of such policy shall be made available to each employee.

ARTICLE 10 – LEAVE OF ABSENCE

- 10.01 The Employer may grant leaves of absence for compelling personal reasons without affecting an employee's seniority. The employee will not accrue nor maintain benefits during the leave.
- 10.02 Leaves may be granted to an employee for a period of up to ninety (90) calendar days without affecting an employee's seniority if the employee has been employed for 60 consecutive months. An employee's anniversary date for seniority and step increases will be adjusted to reflect time taken off if employed for less than sixty (60) consecutive months.
- 10.03 Only regular full-time employees who have been employed for over 12 consecutive months are eligible for leave without pay.
- 10.04 Employees do not accrue vacation, compensatory time or sick leave during a leave without pay.
- 10.05 Employee's may retain health care, disability and life insurance benefits during a leave without pay so long as the employee remits the total monthly premium to the City no later than the 25th of the month during the period when the employee is on leave.

ARTICLE 11 – PROBATIONARY PERIOD

- 11.01 Entry level employment is subject to a probationary period from the date of hire, during basic academy training and continuing for twelve (12) months actual service from the date of graduation from basic academy training.
- 11.02 Lateral entry employment is subject to a probationary period of twelve (12) months actual service from the date of hire.
- 11.03 Employees promoted to the position of sergeant shall serve a twelve (12) month probationary period.

- 11.04 The Chief shall have the discretion to extend the probationary period for any officer who is away from work for more than 44 hours. In this case, the probationary period would be extended by the length of time equal to the number of hours that the officer is away from work.
- 11.05 The Chief shall have the discretion to extend the promotional probationary period for a sergeant who is away from work for more than 176 hours during the probationary period.

ARTICLE 12 – PROMOTIONS WITHIN THE BARGAINING UNIT

The parties acknowledge that promotions within the bargaining unit are mandatory subjects of bargaining. Therefore, the City agrees to notify the Union of any changes in a promotional process to the position of Sergeant. If the Union makes a timely demand to bargain, the parties will meet as soon as possible to negotiate any mandatory subjects.

ARTICLE 13 – SENIORITY, LAYOFF, REDUCTION-IN-RANK AND REINSTATEMENT

- 13.01 An employee will accrue seniority time with the Employer from the date of continuous employment as a full-time employee in the bargaining unit as outlined in Article 1.02.
- 13.02 Layoff: The City may lay off employees by classification due to lack of work, reorganization, reduction in force or shortage of funds in the following order:
- (a) Temporary employees;
 - (b) Probationary employees;
 - (c) Regular employees in the order of their seniority, the one with the least seniority being laid off first. Seniority for police officers shall be defined as time in the department. Seniority for police sergeants shall be defined as time in the position.
- 13.03 Reduction in lieu of layoff: At the time of any layoff, a police sergeant will be given an opportunity to accept reduction to police officer if he/she previously held that position in Ridgefield. Police Lieutenants will also be given an opportunity to accept reduction to police sergeant or police officer if he/she held that position in Ridgefield. Sergeants and Lieutenants shall have bumping rights over any employee in the lower classification with less seniority. Seniority shall be defined as time in the rank or any higher rank.
- 13.04 Reinstatement Lists: Names of employees who are laid off or who accept reduction to a lower classification in lieu of layoff shall be placed on a reinstatement list for the classification from which the layoff took place. Individuals will remain on the reinstatement list for a period of twelve (12) months. Laid off employees who are offered reinstatement will receive a conditional offer of reinstatement. The offer will be conditioned on successful completion of a background investigation covering the period of time between the date of layoff and date of proposed reinstatement, medical and psychological examinations and a drug screen.

- 13.05 **Responsibilities of Individuals on a Reinstatement List:** Each individual on a reinstatement list has the responsibility to:
- (a) Inform the City, in writing, of any changes in home, mailing or email address; telephone number; or name.
 - (b) Inform the City, in writing, of any changes in availability for employment.
- 13.06 **Definition of Seniority:** For purposes of reinstatement, seniority for police officers shall be defined as time in the department. Seniority for police sergeants and police lieutenants shall be defined as time in rank.
- 13.07 **Removal from Reinstatement List:** An individual's name may be removed from a reinstatement list if the individual engaged in any of the following activities following the time his/her name was placed on the list:
- (a) Was convicted of any felony, or misdemeanor involving moral turpitude;
 - (b) Loses the ability to obtain and/or maintain any certification, commission, or license required by law or these rules as a condition of employment for the position held;
 - (c) Was dismissed or resigned in lieu of discharge from any position, public or private, for any cause which would be a cause for discharge from the City of Ridgefield;
 - (d) Fails to respond to a call from the City for ten (10) calendar days;
 - (e) Refuses to accept appointment to the job from which he/she was laid off;
 - (f) Requests that his/her name be removed from the list; or
 - (g) For other material reasons.
- 13.08 **Voluntary Reduction in Rank.** An employee promoted to Sergeant or Lieutenant may request reduction to their previous rank. The employee will have bumping rights over any less senior employee in the rank only during his/her probationary period. Following the probationary period, the promoted employee may only be reduced in rank if there is a vacant position. If there is no vacancy, he/she may be placed on a reinstatement list.
- 13.09 **Disciplinary Demotion.** An employee who is reduced in rank due to disciplinary action will have the same rights and responsibilities as described in this article for an employee who is reduced in rank due to layoff.

ARTICLE 14 – GRIEVANCE PROCEDURE

- 14.01 The parties agree that it is ideal to resolve issues at the lowest possible level in a collaborative manner. However, a grievance procedure is necessary in the event that informal discussions do not result in a resolution.

A "grievance" is hereby defined as a question or challenge raised by an employee or the Association as to the correct interpretation or application of this Agreement by the Employer. It is the purpose of this clause to provide the employees and the Association with an orderly and effective means of achieving consideration of any grievances, which may arise during the life of this Agreement. For this purpose, the following steps are agreed upon and the appropriate order of contact.

14.02 Initiation of the Grievance. A written grievance shall be presented by the employee to his or her first level supervisor outside of the bargaining unit within 30 days of the occurrence or knowledge of the alleged violation.

The written grievance shall include the following information:

- (a) A description of the grievance and how the employee(s) was/were adversely affected.
- (b) A statement of the section(s) of the agreement allegedly violated and the nature of the violation.
- (c) The date of the incident(s) grieved.
- (d) A description of the remedy sought by the employee(s).
- (e) Identity of the employees affected.
- (f) Specification of whether the grievance procedure should begin at step 1 or step 2. For a grievance that involves discipline imposed by the Chief, specification of whether the grievance procedure should begin at step 1 or step 3.

The written grievance shall be signed by the employee or a union representative.

14.03 Resolution of the Grievance.

Step 1: For step one only, the parties will use an interest based problem solving process to resolve the issues identified in the grievance. The process will include all individuals necessary and with authority to reach a resolution. Any resolution of the grievance will be in writing and signed by the parties. If the parties agree that they are unable to resolve the grievance, the parties will outline the areas of disagreement in a memorandum. The employee may advance the grievance to the next step by delivering the memorandum to the Office of the Chief at any time within 21 days of filing the grievance. If the grievance is not resolved in 21 days, the grievance will automatically advance to step 2.

Step 2: If the grievance remains unresolved following step 1, the chief of police shall meet with the employee and his or her Association representative. The chief shall make a decision on the grievance, in writing, within 14 days of receipt of the grievance.

Copies of the chief's decision shall be mailed and delivered to the employee and to the Association.

Step 3: If the grievance remains unresolved after the chief's decision is rendered in step 2, the employee may deliver the grievance in writing to the city manager, with a copy to the chief, within fourteen (14) days after receipt of the decision reached by the chief in step 2. The city manager shall meet with the employee and Association representative, the chief of police, and other directly involved individuals as determined by the city manager to be appropriate. The city manager shall render his decision, in writing, within fourteen days of receipt of the grievance. The city manager shall mail or deliver copies of his decision to the employee, the Association, and the chief of police.

Step 4: If the grievance remains unresolved after the decision is rendered in step 3, the Association shall decide whether to refer the grievance to binding arbitration. The Association will provide the city with a written notice electing a final step within fourteen (14) days after the mailing or hand delivery of the decision.

If the grievance is submitted to arbitration, the parties shall attempt to mutually agree on a disinterested third party to serve as arbitrator. In the event the Employer and the Association are unable to agree on an arbitrator, the arbitrator shall be selected by the process of elimination from a panel of 11 arbitrators from the Public Employment Relations Commission (PERC). The request to PERC shall state the general nature of the issues raised by the grievance and ask that the nominees be qualified. The parties shall promptly strike from the list received. The first strike shall be determined by the toss of a coin.

- 14.04 The arbitrator shall consider and decide only the specific issue(s) submitted by the Employer and/or the Association at the hearing, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the agreement and shall not have jurisdiction to add to, detract from or alter in any way the provisions of this agreement. A decision within the jurisdiction of the arbitrator shall be final and binding upon all parties. The expenses and fees incumbent to the services of the arbitrator shall be divided equally between the parties. Each party shall be responsible for compensating its own representatives and witnesses. Either party may cause a verbatim recording of the hearing to be made, provided it pays the cost of the record. If the other party desires a copy, the cost and the recording and preparation of a transcript shall be shared equally.
- 14.05 The parties may modify the timelines established in this grievance procedure by written mutual agreement.
- 14.06 Should the affected employee wish to appeal disciplinary action the employee may file a petition with the Civil Service Commission in accordance with the rules of the Commission. Such petition to the Civil Service Commission waives all rights of appeal through the grievance procedure.
- 14.07 Absent an agreement otherwise, failure of the Association to elevate a grievance acts as a waiver of their right to continue the grievance. Failure of the City or Department to respond to a grievance acts as an elevation of the grievance to the next step of the procedure.

ARTICLE 15 - DISCIPLINARY ACTION AND RECORD RETENTION

- 15.01 The City may suspend, demote, discharge or take other disciplinary actions for just cause. Provided that probationary employees are not subject to the "just cause" provisions of this Agreement.
- 15.02 The City of Ridgefield recognizes that every discipline situation is different and that an employee's actions and history may worsen or improve the overall picture of misconduct. Therefore, the City will consider the mitigating and aggravating

circumstances when determining the most appropriate level of discipline. Aggravating and mitigating circumstances may include, but are not limited to, the following:

- (a) Documented incidents of outstanding performance and service.
- (b) The length of time since the last corrective and/or disciplinary action.
- (c) Seniority including length of time with the department and length of time as a police officer weighed against the behavior in question for factors such as experience, training, and knowledge.
- (d) Employees of higher rank may be held to a higher standard of conduct and knowledge.
- (e) The specific circumstances of the incident.
- (f) Culpability – whether the employee acted intentionally or with knowledge that the behavior amounted to a violation of the law, City or department policy, or job expectations; whether the employee recklessly disregarded factors that a reasonable person would have considered; or did the employee act negligently.
- (g) Employee Attitude – Discipline can only be effective if employees understand why their actions resulted in corrective and/or disciplinary action and accept responsibility for continually striving to conduct themselves within the guidelines of the law, policy and job expectations.
- (h) Information in performance evaluations.
- (i) Whether the employee has been warned and/or disciplined for similar behavior.

15.03 Records of corrective and/or disciplinary action may be removed from an officer's personnel file and destroyed under the following the conditions:

- (a) The officer requests that the documentation be removed from his/her personnel file; and
- (b) The Chief of Police and City Human Resources Manager approve the request according to the following retention schedule:
 - 1. For a verbal warning, records may be removed and destroyed only after twelve (12) months without a reoccurrence of similar conduct which gave rise to the warning.
 - 2. For a written reprimand, records may be removed and destroyed only after three (3) years without reoccurrence of the same conduct which gave rise to the reprimand.
 - 3. For a suspension of 1-5 days, records may be removed and destroyed only after five (5) years without reoccurrence of the same conduct which gave rise to the reprimand.
 - 4. For a suspension longer than 5 days or for any more severe discipline, records will be maintained consistent with the minimum retention period outlined in the Local Government Common Records Retention Schedule (CORE) approved and issued by the Washington Office of the Secretary of State in accordance with RCW 40.14.070.

If state or federal law would prohibit destruction of any of the documents; the document will be removed from the personnel file and maintained in a separate confidential file.

- 15.04 Internal Affairs investigation files shall be maintained consistent with the minimum retention period outlined in the Local Government Common Records Retention Schedule (CORE) approved and issued by the Washington Office of the Secretary of State in accordance with RCW 40.14.070; or in any other applicable law.
- 15.05 This article does not apply to retention of performance evaluations.

**ARTICLE 16: INTERNAL AFFAIRS INVESTIGATIONS AND
PRE-DISPOSITION SETTLEMENT AGREEMENT**

- 16.01 Disciplinary investigations shall be conducted in accordance with the department's internal investigation program and the provisions of this contract.
- 16.02 A Pre-Disposition Settlement Agreement (PDSA) is an alternative method to a full investigation when conditions are right, especially when an employee readily acknowledges their error, and wants to conclude the matter promptly. The following procedures will be followed for a PDSA:
- (a) A member of the RPOA may request a PDSA at any time following the incident that caused the need for an investigation and up to 24 hours following the time of their interview during the investigation. The investigation process will remain open until the PDSA is agreed upon and signed by the Chief of Police. However, upon a tentative offer to enter into a PDSA, the case investigation may be suspended pending execution of the PDSA as noted in item 4 below.
 - (b) The affected employee's Lieutenant may suggest a PDSA at any time prior to implementation of discipline.
 - (c) An offer to enter into a PDSA must be approved in advance by the Chief of Police. A signed PDSA must have the approval signatures of the subject employee, the RPOA and the Chief of Police.
 - (d) The subject employee will be informed of the level of discipline that will be imposed prior to entering into the agreement. The subject employee has 48 hours to respond, accepting or rejecting the offered discipline after being informed.
 - (e) The subject employee must accept responsibility for their actions, which will result in a sustained finding and must agree to waive their right to grieve the discipline issued through the PDSA. The RPOA may represent the affected employee in these processes through the execution of a PDSA and will not grieve the discipline pursuant to a PDSA on behalf of the subject employee or the RPOA.

ARTICLE 17 – SALARIES

- 17.01 “Monthly salary” means the monthly rate of pay so identified and set forth in Appendix “A” of this Agreement.
- 17.02 Officers regularly assigned to swing shift shall be paid a shift differential at a rate of 1% of his/her regular base wage. Officers regularly assigned to night shift shall be paid a shift differential at a rate of 2% of his/her regular base wage. Sergeants are not eligible for payment of shift differential.
- 17.03 Tuition reimbursement will be afforded per City Policy - 805 Tuition Reimbursement.
- 17.04 The City will increase the monetary salary of each employee who has attained an associate degree by 2% of base pay and each employee who has attained a bachelor degree by 4% of base pay.
- 17.05 The City will pay \$750.000 per year to each officer who meets the four components of the CJTC fitness testing requirements. In the event that an officer does not successfully complete all four components, he/she shall receive 25% of the \$750 for each component that is successfully completed. Fitness testing will occur once a year in July and will be announced two weeks in advance by the Chief.
- 17.06 Sworn officers who are assigned as a Field Training Officer (FTO) to train entry level or lateral entry police officers will be compensated an additional 3% of base pay for each hour directly supervising a student officer.
- 17.07 Sworn officers who are assigned to work in one of the following specialty positions will receive an additional 3% of base pay for the period of time they are assigned to the position:

DT/Taser Instructor
Firearms Instructor

ARTICLE 18 – GENERAL PROVISIONS

- 18.01 Police officers will receive a eighty (\$80.00) per month uniform allowance for maintenance and cleaning of clothing and/or purchase of equipment used in connection with duties performed for the city. Uniforms shall be replaced on a wear-and-tear basis.
- 18.02 The City will purchase and provide police officers with handguns, handcuffs, badges, duty gear, protective vests, all safety gear and uniforms. Officers may elect either a concealed or external protective vest. A uniform shall consist of two (2) pairs of pants, two (2) shirts, one (1) hat, one (1) jacket, one (1) shorts, one taser holster, and one (1) jumpsuit. Employees will be allowed \$300 for reimbursement of the purchase of footwear each three year period. These will become the property of the City and the City will have complete jurisdiction over

this property with authority to determine what to buy and when it is to be replaced. This equipment must be turned in before the final check is received upon termination, or retirement from employment.

The City will meet and confer with the Association regarding the purchase of firearms. The final decision of weapons types, caliber, and ammunition will be at the sole discretion of the Chief. The City will insure that Officer's are provided firearms that each officer is capable of utilizing effectively.

- 18.03 Employees issued a city vehicle shall live within 10 miles of the city limits. Provided that an employee shall be required to be in the city limits at the start of their work shift. Any employee living outside the 10 mile area will park their assigned patrol vehicle at the Ridgefield police station. (Miles means established public road miles.) Assignment of take-home vehicles will be as per past practice. Conditions pertaining to vehicles shall be maintained at status quo through the end of the contract period.

ARTICLE 19 – PERFORMANCE OF OBLIGATIONS

It is understood and agreed that the services performed by employees are essential to the public's health, safety and welfare. Therefore, the Association agrees that it will not authorize, instigate, aid, condone or engage in any strike, work stoppage or other action at any time, including upon termination of this Agreement, which will interrupt or interfere with the operation of the City.

ARTICLE 20 – SAVINGS CLAUSE

It is the intention of the parties hereto to comply with all applicable law and they believe that each and every part of this Agreement is lawful. All provisions of this Agreement shall be complied with unless any of such provisions shall be declared invalid or inoperative by a Court of competent jurisdiction. In such event, either party may request renegotiation of such invalid provisions for the purpose of adequate and lawful replacement thereof, provided however, that such findings shall have no effect on the balance of this Agreement.

ARTICLE 21 – COMPLETE AGREEMENT

This Agreement represents a complete agreement of the parties; however, this Agreement may be modified or amended, provided that such amendments are mutually agreed upon by both the Employer and the Association.

ARTICLE 22 – DURATION

This Agreement shall be in effect from January 1, 2018 through December 31, 2020.

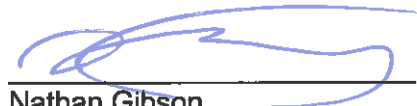
Dated this 15th day of December, 2017

For the City of Ridgefield



Lee Knottnerus
Deputy City Manager

For Ridgefield Police Officers' Association



Nathan Gibson
President

APPENDIX "A"

Effective January 1, 2018, the 2017 pay scale for officers will be increased by 4.0%.
 Effective January 1, 2018, the 2017 pay scale for sergeants will be increased by 4.5%.

Effective January 1, 2019, the 2018 pay scale for officers and sergeants will be increased by 4.5%.

Effective January 1, 2020, the 2019 pay scale for officers and sergeants will be increased by 4.5%.

2018 Wages:

	Officers hired After 2000	Sergeant	Officers hired Before 2000	Sergeant
Step 5	5,996.74	6,930.74	6,113.74	7,065.96
Step 4	5,655.99	6,536.92		
Step 3	5,463.51	6,314.46		
Step 2	5,267.57	6,088.00		
Step 1	5,087.02			
Probation	4,787.20			
Academy	4,748.84			

2019 Wages:

	Officers hired After 2000	Sergeant	Officers hired Before 2000	Sergeant
Step 5	6,266.60	7,242.63	6,388.86	7,383.93
Step 4	5,910.51	6,831.09		
Step 3	5,709.34	6,598.61		
Step 2	5,504.61	6,361.96		
Step 1	5,315.94			
Probation	5,002.63			
Academy	4,962.54			

2020 Wages:

	Officers hired After 2000	Sergeant	Officers hired Before 2000	Sergeant
Step 5	6,548.60	7,568.55	6,676.36	7,716.21
Step 4	6,176.49	7,138.49		
Step 3	5,966.30	6,895.55		
Step 2	5,752.32	6,648.25		
Step 1	5,555.16			
Probation	5,227.75			
Academy	5,185.86			

New entry-level employees shall be employed at the Academy probationary step until completion of the Basic Law Enforcement Academy. Upon successful completion of the BLEA, employees shall move to the Post Academy Probation Step for a period of (12) months. Employees shall then move through the Step System after each (12) month period, upon satisfactory performance evaluation approved by the City Manager. If the Chief of Police has not evaluated an employee in a timely fashion (prior to Academy Graduation anniversary date) the advancement shall be automatic. If a non-probationary employee does not receive a step increase for cause, the employee shall have the right to pursue a grievance under Article 11 of the CBA.

The differential between police officer and sergeant shall be 15%.

In addition to the above proceeding salary schedule longevity increases of 2% after ten (10) years seniority, an additional 2% or 4% total, after fifteen (15) years, and an additional 2% or 6% total, after twenty (20) years of service to the City shall be added to the base salary schedule (see above).

All step increases shall be effective on the 1st or 15th of the month. Any officer whose Academy graduation anniversary date or sergeant whose promotion anniversary date falls between the 1st through the 15th shall receive that raise from the 1st of the month. If their anniversary date falls between the 15th and the 31st, the employee shall receive the raise from the 15th of the month.

APPENDIX "B"

This Appendix is supplemental to the Agreement between the City of Ridgefield, Washington, hereinafter referred to as the Employer, and Ridgefield Police Officers Association, hereinafter referred to as the Association.

B.1 Police Officer's Bill of Rights.

All employees within the bargaining unit shall be entitled to the protection of what shall hereafter be termed as the "Police Officer's Bill of Rights" which shall be added to the present Rules and Regulations of the Ridgefield Police Department. The wide-ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public. Of these contacts come many questions concerning the actions of members of the force. These questions often require immediate investigations by superior officers designated by the Chief of the Ridgefield Police Department. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline the following guidelines are promulgated:

B.1.1 The employee shall be informed in writing if he so desires of the nature of the investigation and whether he is a witness or suspect before any interrogation commences, including the name, address and other information necessary to reasonably apprise him of the allegations of such complaint.

B.1.2 Any interrogation of an employee shall be at a reasonable hour, preferably when the employee is on duty unless the exigencies of the investigations dictate otherwise. When practicable, interrogations shall be scheduled for the daytime.

B.1.3 The interrogation (which shall not violate the employee's constitutional rights) shall take place at the Police Station facility, except when impractical. The employee shall be afforded an opportunity and facilities to contact and consult privately with an attorney of his own choosing and/or a representative of the Ridgefield Police Officers Association may be present during the interrogation, but may not participate in the interrogation except to counsel the employee.

B.1.4 The questioning shall not be overly long and the employee shall be entitled to reasonable intermissions as he shall request for personal necessities, meals, telephone calls and rest periods.

B.1.5 The employee shall not be subjected to any offensive language, nor shall he be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain his resignation, nor shall be intimidated in any other manner. No promises of rewards shall be made as an inducement to answer questions.

B.1.6 No employee or officer covered by this Agreement shall be required to take or be subjected to any lie detector or similar tests as a condition of continued employment.

