

AGREEMENT BY AND BETWEEN

THE CITY OF BELLINGHAM

AND

THE BELLINGHAM POLICE GUILD

FOR THE YEARS 2018 - 2020

**The City of Bellingham
and
The Bellingham Police Guild
2018 - 2020 Labor Contract**

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**THE CITY OF BELLINGHAM
and
THE BELLINGHAM POLICE GUILD**

For the Years 2018-2020

THIS AGREEMENT made and entered into by and between the CITY OF BELLINGHAM, hereinafter referred to as the "City," and BELLINGHAM POLICE GUILD, hereinafter referred to as the "Guild." The term "Employee," as used in this agreement, shall mean members of the bargaining unit as defined in Article 1 below.

GENERAL PURPOSES

The general purpose of this agreement is to establish harmonious relations between the City and its personnel so as to promote the morale and protect the rights, well-being and security of the employees and to increase the general efficiency of the Department.

ARTICLE 1 - GUILD RECOGNITION

1.1 The City recognizes the Guild as the sole and exclusive bargaining agent for the purposes of establishing wages, hours, and working conditions of employment for all fully commissioned employees of the Bellingham Police Department. Excluded from this agreement are the Chief, Deputy Chiefs, Captains, Lieutenants and all non-commissioned employees of the Department.

1.2 All members of the bargaining unit who are members of the Guild at the signing of this agreement shall remain members of the Guild unless other action is taken.

Any employee may, become and remain a member of the Guild during the term of this agreement.

Should a bargaining unit member receive a promotional appointment to an exempt position, such person shall have no obligation to maintain Guild membership or pay Guild dues effective on the first day of the calendar month following promotion.

1.3 Employees may individually and voluntarily certify in writing to the Employer that they authorize deductions of Guild dues. Such amounts shall thereafter be deducted by the City and remitted to the Guild unless authorization is revoked in writing by the employee.

Accompanying said monies, when submitted to the Guild, shall be a list showing the names of each employee and the amount to be credited to their account.

1.4 The City agrees not to discriminate against any employee for exercising his/her legal rights to organize and bargain collectively under RCW Chapter 41.56.010 et seq. Any alleged violation of this section is not subject to grievance arbitration if taken to the

PERC.

1.5 Both parties agree that they will not unlawfully discriminate against any employee because of race, creed, color, national origin, sex, disability, or sexual orientation except for bona fide occupational qualifications.

1.6 At the time of signing of this agreement, if employees have rights and privileges not mentioned herein, such rights and privileges shall continue as maintenance of standards for the duration of this Agreement.

1.7 The Guild agrees to defend, indemnify and hold the City harmless against any and all claims, suits, orders, and judgments brought and issued against the City as a result of any action taken or not taken by the City in regards to Guild dues and/or fees, other than claims brought by the Guild to enforce this Article.

ARTICLE 2 - BARGAINING PROCEDURES

2.1 The City and the Guild shall each maintain a standing committee authorized to engage in collective bargaining with respect to wages, hours and working conditions of employment. Each party shall keep the other party informed of the identity of the committee and of changes in membership thereto. Up to four committee members shall be released from duty or paid at the straight time rate while off-duty, to attend negotiation sessions provided no more than two patrol officers will be released on any one day.

ARTICLE 3 - NORMAL AND OVERTIME HOURS AND WORK SCHEDULES

3.1 "10 HOURS/40 MINUTES" WORK SCHEDULE - The work period for all patrol employees including probationary employees not at the academy, shall be five days of 10 hr. 40 minutes, four days off, 5 days of 10 hr. 40 minutes, four days off, 5 days of 10 hr. 40 minutes on, and 5 days off. Time worked in excess of 10.7 hours per day shall be compensated at the rate of time and one-half times the employee's regular rate of pay. All time worked in excess of the normal or regularly assigned work week shall be compensated at the overtime rate of time and one-half, provided, that where shift scheduling on the commencement of a new work period requires consecutive duty shifts over 5, the overtime rate of time and one-half shall be applied only to consecutive duty shifts in excess of 8. However, if consecutive duty shifts in excess of 8 result because of an individual's choice through shift bidding, overtime pay shall not be paid.

Escape Clause: Upon 30 days' notice, the Police Chief may return operations to the traditional "5 Day /8 Hour Day" work week if the loss of budgetary authorization of 4 full time equivalent (FTE) patrol positions at Grade 29 – Patrol Officer or Grade 31 Police Corporal below the current 40 authorized patrol positions at Grade 29 – Patrol Officer and Grade 31 – Police Corporal. Upon restoration of staffing numbers to 40, such 10 hour/40 minute work schedule will resume.

NOTE: Some articles in this contract have been modified for the 10/40s schedule. Should the 10/40s schedule be discontinued and the Police Chief return Patrol to a 5/8s schedule during the term of this agreement, affected articles will revert

to previous contract language. Affected articles and sections are:

- Article 3 – Normal and Overtime Hours
- Article 3.1 – Work Schedules, Paid Leave Deductions

Maintenance of Minimum Staffing: Positions in other divisions of the Department will not be transferred to Patrol in order to achieve the minimum staffing required for 10/40s.

3.2 “5 DAYS/8 HOUR DAY” SCHEDULE - The work week for those employees not on the 10 hour/40 minute schedule, shall be 40 hours consisting of 5 consecutive 8 hour days. Time worked in excess of 8 hours per day shall be compensated for at the rate of time and one-half times the employee's regular rate of pay. All time worked in excess of the normal or regularly assigned work week shall be compensated for at the overtime rate of time and one-half, provided, that where shift scheduling on the commencement of a new work period requires consecutive duty shifts over 5, the overtime rate of time and one-half shall be applied only to consecutive duty shifts in excess of 8. However, if consecutive duty shifts in excess of 8 result because of an individual's choice through shift bidding, overtime pay shall not be paid.

3.3 TRAFFIC OFFICER AND DETECTIVES ALTERNATIVE SCHEDULES - Effective 1/1/10, Traffic Officers and Detectives shall have the option of working a “4-10's” schedule, or the “Five/Two - Four/Three” 9 hour schedule which has been available to them in the past.

- (a) The “4-10's” schedule shall consist of four ten-hour days, scheduling patterns to be determined by the department administration.
- (b) The “Five/Two – Four/Three 9-Hour” scheduled work week consists of 4 consecutive nine-hour shifts, followed by one eight-hour shift, followed by two shifts off, followed by 4 consecutive nine-hour shifts, followed by three shifts off.
- (c) The shift will be bid by seniority within the work group.
- (d) Hours worked in excess of the normally assigned daily shift (whether 8, 9 or 10) shall be paid at the overtime rate of 1.5X the employee's regular rate of pay.
- (e) All leaves shall be taken consistent with the assigned shift schedule of 8, 9 or 10 hours (i.e. if scheduled for 9 hours that day, the employee shall take 9 hours leave; if scheduled for 10 hours, then 10 hours of leave, etc.), unless a leave for a partial shift is granted.
- (f) The Department, at its discretion, will place Probationary Traffic Officers or Detective appointees in the shift schedule that accommodates the need for orientation and training of the new Traffic Officer or Detective.

Temporary Detectives will follow the Detective guidelines for holiday time use.

3.4 Shift Assignments: Following the normal seniority based shift bidding process, final shift assignments will be subject to the Department's discretion to:

- (a) Allocate the number of patrol officers assigned per shift.
- (b) Move an employee's normal shift “vertically” (ahead or behind normal start time) to ensure adequate coverage.

- (c) Make a different shift assignment than requested to ensure all shifts have adequate coverage by personnel with necessary experience, specialty training and qualifications.

The parties recognize that this exercise of discretion is not meant to unduly alter the normal principle of shift bidding by seniority. Annual shift rotation assignments will be made with a Guild representative present.

3.5 Flexible Resource Days: In advance of Flexible Resource Days (FRDs), the Department may solicit volunteers to take the day off on available compensatory leave time or vacation leave in order to ensure appropriate use of staff resources and conserve costs.

The Department will determine all and any individual work assignments on Flexible Resource Days. When in all day classroom or defensive tactics training, officers will work 9 hours. Officers must be in attendance for the entire 9 hours. These 9-hour days will be limited to a maximum of four days per year. On all other Flexible Resource Days, officers will work 10.7 hours.

3.6 Paid Leave Bank Deductions: All leave banks will be charged for the actual hours of leave that make up the employee's assigned shift. Example: A Patrol assigned employee taking vacation leave will deduct 10.7 hours, likewise 10.7 hours holiday, sick and compensatory time off or other paid leaves. For those on an 8 hour shift, 8 hours will be used for holiday, sick and comp time, etc.

3.7 Shift Briefings: At the discretion of the City, uniformed employees shall report for duty to their shift supervisor in uniform and be fully prepared to commence work fifteen minutes prior to the scheduled shift change. Prior to instituting such a fifteen-minute briefing period, the City will bargain with the Guild concerning the appropriate compensation for such time. Should the parties be unable to agree upon such compensation, they will resolve the issue through interest arbitration, and the resulting additional pay (if any), will be retroactive to the date that the pre-shift briefing was re-instituted.

3.8 Overtime and Extra Duty Recording - A system of recording overtime shall be maintained by the City and shall be available to all employees.

3.9 Daylight Savings Time - The parties will continue their existing practice, such that an employee's compensation shall not be affected (neither increased nor decreased) by the changeover caused by daylight savings time.

ARTICLE 4 - RECALL TO DUTY

4.1 Involuntary Recall to Duty - Employees who are ordered back to duty or for court appearance, to attend police related schools (excluding in-residence type training schools), department meetings, except as provided below, training sessions or other related duties shall be compensated as outlined in the following sections of this Article. It is understood and agreed that employees required to remain after normal shift hours for the purpose of participating in any police related activity shall be paid in accordance

with the overtime provisions of Article 3 of this agreement.

(a) On Regular Days Off: Employees shall be guaranteed a minimum of 4 hours of pay at the overtime rate of time and one-half.

(b) During Vacation: Employees recalled to duty during vacation will continue to receive their regular rate of pay plus an amount equal to their regular assigned shift pay at time and one-half plus return of their vacation day (which must be scheduled in the same manner as any other vacation day); provided, employees may elect to receive an amount equal to their regular assigned shift pay in lieu of the return of vacation day. If an employee is recalled to duty during vacation, but it falls on a regularly scheduled day off, they will receive the day off recall-to-duty minimum pay (see A. above) plus an amount equal to a regular shift at time and a half. No vacation day will be returned. Any employee contacted for callout purposes shall notify the caller of their vacation status.

For purposes of compensation at the vacation recall rate:

- i. An employee is deemed to be on vacation on the day following his/her last working day, beginning at 0620 regardless if that first day is a vacation day or a regularly scheduled day off. Provided, if a night-shift person is held over, it shall be considered as an extension of shift and not vacation.
- ii. An employee is deemed to be on vacation on regularly scheduled days off preceding a vacation week (subject to 1 above), and on the days off between weeks of scheduled vacation.
- iii. An employee is deemed to be on vacation on his/her regularly scheduled days off at the end of 1 week (or more) of vacation period.
- iv. If an employee uses compensatory time, holiday time, or vacation time to extend a 1-week or longer vacation period, thereby encompassing regularly scheduled days off, he/she shall be deemed on vacation for recall compensation for the entire period ONLY if this scheduling was arranged sufficiently in advance to be included on the current shift schedule as issued prior to the actual start of the shift. Vacation recall pay shall not be paid on the day upon which an individual is scheduled to return to work.

(c) Between Shifts:

- i. If an employee is recalled within 1 hour after having been placed off duty, such recall shall be considered as an extension of the regular shift and shall be paid at the regular shift overtime rate of time and one-half.
- ii. The provisions of Section (1)(A) of this Article shall also apply to employees recalled to duty after release when working a 2020 - 0700 shift if said employee is recalled between the last on-duty hour and prior to the

second hour before the next shift.

- iii. If recall is after the first off-duty hour and prior to the second hour before the next normal scheduled duty hour, such recall shall be paid for at time and one-half for hours on duty, with a minimum guarantee equivalent to 4 hours at the regular rate of pay.

4.2 Voluntary Duty (Commercial Enforcement/Security Contract Work Within the City) - The City has implemented, pursuant to its governmental authority, a program regulating commissioned employees of the City in the performance of outside police-related employment.

In prohibiting private activity of a police nature by commissioned employees of the Police Department, the City, as an alternative thereto, provides such services when proper and possible to local business, and in so doing utilizes off duty commissioned employees on an on duty/overtime basis where qualified employees voluntarily desire to perform such additional services. Voluntary Duty shall be compensated in pay only and cannot be banked as compensatory time off.

Voluntary duty is defined as commercial enforcement and security contract work performed by off duty commissioned employees on a voluntary basis. Voluntary Duty will be designated "voluntary" on the sign-up sheet when posted. Off duty assignments shall not be considered voluntary duty for the purpose of this agreement when the City would mandate coverage. Off-duty work assignments for which the City would mandate coverage will indicate "mandatory" on the sign-up sheet when posted.

Consistent with current practice, the City agrees to establish and maintain policies and procedures which equitably distribute the opportunity for such overtime to all interested employees. Employees who are off duty, but working a voluntary assignment, as discussed above, shall not be recalled to regular duty except in emergency situations.

4.3 Voluntary Committees - The parties recognize the existence of certain committees for which employees volunteer to discuss with management department operations (such as "cross functional teams").

4.4 It is, therefore, agreed that the involuntary recall to duty provisions of Section (1) of this Article shall be inapplicable where employees have volunteered to perform overtime services pursuant to Sections 2 and 3. Provided, however, that all such employees when so assigned shall be paid at a rate of one and one-half times their regular rate of pay (consistent with Article 9) for the actual hours worked. Such accumulated overtime shall be paid in accordance with Article 11 of this agreement.

4.5 Employees in the following instances will be allowed 10 hours of continuous rest time away from work without loss of pay before they are required to return to regular duty:

- Court appearances as outlined under 22.4
- Mandatory overtime

- Department required training or instruction
 - Nonrecurring special details that exceed two hours as described below
- "Continuous" rest time away is not considered interrupted, thus causing the time to start over, by telephone inquiries (e.g., supervisory or judicial clarifications of work products).

In the event that an operational necessity exists, the department may require employees to return to work without 10 hours of rest time. If the department determines that an operational necessity exists and requires an employee to work during the period of rest time, the employee will receive pay at the overtime rate of time and one-half for the remaining rest time hours.

In no circumstances will this paid time apply to the following instances (unless mandated):

- Special emphasis
- DUI emphasis
- Party patrols
- Off-duty voluntary employment

This paid time shall not apply to call outs for nonrecurring special details that are less than two hours in duration and occur within three hours of the start of an employee's regular shift (e.g. SWAT, HDU and K9 call outs).

ARTICLE 5 - STANDBY TIME

Employees who are required to "standby" at their normal place of residence for duty calls while off duty shall be compensated as follows:

- (a) Between Shifts:** Employees shall be paid one half time for hours on standby with a minimum guarantee equivalent to 2 hours at the regular rate of pay. (4 half-time hours)
- (b) On Days Off:** Employees shall be paid the regular rate of pay for hours on standby with a minimum guarantee equivalent to 4 hours at the regular rate of pay.
- (c) Vacation:** Employees shall be paid one and one-half times the regular rate of pay with a minimum guarantee equivalent to one and a half-times their regular assigned shift pay.
- (d) Standby Terminated by Recall:** If standby time is terminated by call out to duty, Article 4 on recall to duty shall become applicable, and compensation as specified in Article 4 shall be paid. Compensation for such pay purposes shall begin at the time of the actual call out to duty. If a recall to duty occurs fewer than two hours after the standby begins, then the standby pay shall not apply. If the recall to duty occurs two hours or more after the standby begins, then the employee shall be paid for the hours spent on standby in addition to the recall to

duty.

5.1 On Call Rotation – The following employees will be required to participate in an on-call rotation: Detectives and Detective Sergeants assigned to the Major Crimes and Special Victim's units, Traffic Officers and Traffic Sergeant.

(a) Each on-call period will begin at 0800 Monday and end at 0759 the following Monday.

(b) While on-call, employees must be available to respond to recall within one (1) hour and be fit for duty per BPD Policy 1016 – Fitness for Duty.

(c) The Traffic Sergeant will be required to be on-call at all times while not on duty unless on scheduled vacation or other leave approved in advance by the Lieutenant when a qualified acting Sergeant has been identified.

(d) Employees covered by this section who are recalled to duty will be compensated at time and one-half the employee's regular rate of pay for hours worked in excess of their normally scheduled shift hours. Time spent on-call will not be considered hours worked.

(e) Each Detective will be allocated a take home vehicle to be used in accordance with BPD 706 – Vehicle Use. Vehicles will be provided on an ongoing basis regardless of on-call status. Use of take-home vehicles is voluntary.

(f) Employees covered by this section shall be paid 2% of Appendix A salary in recognition of the requirement to participate in an on-call rotation. The parties agree that the standby time provisions above do not apply.

ARTICLE 6 - SALARY SCHEDULE

6.1 The salary plan for 2018 will increase by 3.25% over the salary plan for 2017, effective January 1, 2018.

Effective January 1, 2019, the salary plan for 2019 will increase by 3.0% over the January 1, 2018 salary plan.

Effective January 1, 2020, the salary plan for 2020 will increase by 2.75% over the January 1, 2019 salary plan.

A salary and step plan shall be implemented as per Appendix A.

6.2 Longevity

(a) Any employee who has, as of the calendar year in question, completed the following lengths of Police Department service as a regularly commissioned officer with the City shall receive longevity pay, per Appendix A.

(b) As employees qualify for each longevity level, such additional longevity pay shall be granted in the calendar month following qualification. Longevity pay shall not be cumulative, that is, an employee with 10 years of service under subsection (b) shall receive a total longevity allowance of 4.0% per month and not 6.75% per month. It is further agreed that the above referenced rates are fixed for the term of this agreement and shall not be modified in accordance with wage rate adjustments during the term of this agreement.

6.4 Education Incentive - bargaining unit members shall be paid a monthly education incentive payment based on the following schedule:

- AA Degree or 90 quarter/60 semester college credits: 1.5% of current base salary, Appendix A
 - Effective January 1, 2013, the AA incentive will increase to 2% of current base salary, Appendix A
- Bachelor's Degree: 3.0% of current base salary, Appendix A
 - Effective January 1, 2013, the BA incentive will increase to 4% of current base salary, Appendix A
 - Effective January 1, 2015, the BA incentive will increase to 5% of current base salary, Appendix A.

6.5 Bilingual Premium - Officers considered conversationally proficient by subject matter experts from Language Testing International (LTI) or a mutually agreed upon professional in American Sign Language (ASL) or Signing Exact English (SEE), Spanish, Punjabi, Russian or Mandarin will be paid 1% of salary. If LTI does not have a subject matter expert available, the officer seeking bilingual premium shall have the burden to obtain a subject matter expert from another mutually agreeable source.

6.6 Promotion to a Higher Pay Grade - In determining the step to which a promoted employee shall be assigned in a higher pay grade, the following procedure shall be utilized:

- (a) An employee promoted to the next higher pay grade shall be placed in the step providing an increase of approximately 3%.
- (b) An employee promoted more than one pay grade shall be placed in the lowest step of the new pay grade.

6.7 Adjusted Anniversary Date - When an employee is hired or promoted, through Civil Service testing, to a higher Civil Service position, the date of hire or promotion shall be the employee's adjusted anniversary date. Adjusted anniversary date is defined as

follows: If hired or promoted from 1-15th of the month, the anniversary date is the first of the same month. If hired or promoted from the 16th – end of the month, the anniversary date is the first of the following month. In the event that there is a subsequent reduction in force, and the employee reverts to a lower grade, the employee shall retain the anniversary date of the promotion.

Provided, if the reduction to the lower grade is for any other reason, the anniversary date shall revert to the employee's previous anniversary date in that grade.

6.8 Deferred Compensation - For all active LEOFF II bargaining unit members with fewer than 15 years of service, the City shall match contributions made to the City's voluntary deferred compensation program of four and three quarters (4.75%) percent of the employee's Appendix A salary. The City's matching contribution shall match up to the applicable percentage of the employee's then current base salary. The City may establish those procedures and forms necessary to efficiently implement and maintain this program, and reasonable restrictions upon an employee's ability to change his/her contribution level during a calendar year.

For Police Guild members with 15 or more years' service, the City's deferred compensation match is zero.

Effective January 1, 2018, for all enrolled Police Guild members the City will contribute to the City's voluntary deferred compensation program 1% of the employee's then current base salary. This contribution does not require a matching contribution from the employee and does not convert to longevity at 15 or more years of service.

Deferred Compensation Conversion to Longevity - For all active bargaining unit members with 15 years of service or greater, the City will add 4.75% to longevity pay. The contributions made to employees' longevity pay is considered taxable income.

6.9 Special Assignment Pay - Employees required to perform Special Assignments shall be compensated, in addition to their regular pay, when assigned to such duty, as per Appendix B.

6.10 Pay Placement for Lateral (Experienced) Police Officer Hires - Experienced Police Officer hires will be placed in the current pay plan at the rate of one pay step for each completed year of service up to a maximum of the top step of the appropriate pay scale. Experienced Police Officer is defined as an officer newly hired into the Bellingham Police Department after having completed at least twenty-four (24) months of full-time paid duty as a sworn police officer in a state or local civilian governmental jurisdiction, who have been providing general law enforcement services, and be in said position at the time of application.

ARTICLE 7 - SHIFT ROTATION AND PREFERENCE

7.1 An employee shall have the right to change a workday with another employee upon their mutual agreement, and with the approval of the appropriate supervisors within the command structure (which shall not be unreasonably withheld). The shift trade must be both scheduled and completed within a six-month time period.

7.2 If an employee who works in place of a regularly scheduled employee calls in sick, the employee whose regular work shift is then unfilled owes the department the equivalent of their regularly assigned shift or the equivalent in compensatory time or in accumulated overtime pay.

7.3 Employees, except those in the probationary period, shall have the right to express preference for shift scheduling in accordance with present policy, unless modified by mutual agreement.

7.4 In the event the City deems it necessary to change an employee's regular work week, schedule or shift, the employee shall be given written notice thereof, which shall be no less than 10 calendar days; provided however the City shall not be obligated to provide such notice where an emergency condition exists or the employer's ability to maintain a full operation is impaired as a result of employee illness or disability. The City shall make a reasonable effort to make changes first on a voluntary basis. In the event no qualified employee volunteers for the change, the appropriate supervisor shall make a reasonable effort to take into consideration previous commitments of the employees in making the assignment.

ARTICLE 8 - WORKING OUT OF CLASSIFICATION

8.1 Employees shall be paid out-of-class pay for hours worked in the higher classification in accordance with the following schedule when: (a) they are temporarily assigned to a vacant position of a higher class; and (b) they work four (4) or more hours of the shift:

(a) Grade 29 employees: When a Grade 29 employee is assigned to work in Grade 30, such employee shall be paid 3% above their normal base pay. In the event the upgrade is to Grade 31, such employee shall be paid 6% above their normal base pay. In the event the upgrade is to Grade 32, such employee shall be paid 9% above their normal base pay.

(b) Except as otherwise provided herein, employees in other grades assigned to work a position or rank senior to that normally held shall be paid at the rate the employee would receive had the employee been promoted to that position.

(c) An employee may be temporarily assigned at the discretion of the Chief to a higher position or rank. Provided, said assignment shall not exceed 6 months and such assignment shall not be made to a vacant position. Provided further, that for the positions of Detective and Traffic Officer, the assignment shall not exceed 24 months. Assignments to Detective and Traffic Officer may be extended an additional 12 months at the discretion of the Chief. Such assignments shall be for training purposes and the employee shall not receive higher pay during the period of assignment unless the assignment is to Detective or Traffic Officer. Employees temporarily assigned to the position of Detective or Traffic Officer will be paid out of class pay in accordance with Section 1A of this Article.

For temporary assignment to the positions of Detective and Traffic Officer, selection will normally be made from the top 3 eligibles on the current list for the position to be filled. The Chief of Police agrees to meet and confer with the Guild prior to assigning someone who is not in the top 3 of the eligibility list.

8.2 When an employee is required to assume the duties of a rank higher than that which he normally holds for any accumulated total period of at least 6 months in any calendar year, he shall be paid for all the vacation which he used during that calendar year at a rate equal to the pay he would have received had he been promoted to that rank. If such accumulated period is less than 6 months, no additional vacation benefit shall be paid.

8.3 Vacancies and Promotions - Subject to the provisions of Section 1(C) above, the determination of whether to fill a vacant position shall be made by the Chief. If a position is going to be filled, the City shall use the Civil Service Register in existence at that time to fill the vacancy. When a Civil Service position is vacant, however, due to the reassignment of an employee to another position intended to be for one year or more, the City will promote an officer from the civil service list, provided that when the reassigned officer returns the least senior officer in that Grade will be reduced in rank and placed on a reinstatement register.

ARTICLE 9 - PAY RATE FORMULA

Terms used throughout this agreement to calculate the various forms of compensation shall be in accordance with this article and deferral FLSA regulations.

9.1 BASE PAY shall mean the monthly compensation listed on Appendix A for the classification and pay step. Base Pay shall be the basis for calculating percentage adjustments to compensation.

9.2 REGULAR RATE shall mean monthly compensation which includes Base Pay, Assignment Pays, Premiums and Longevity. Regular Rate shall be the basis of calculations for retirement, overtime and hourly rate of pay. Regular Rate shall NOT be the basis for calculating percentage adjustments to compensation. The parties agree that a 7-k work period is applicable, as detailed in Appendix C.

ARTICLE 10 - SICK LEAVE

10.1 Washington State Paid Sick Leave:

- (a) The City will provide paid sick leave in accordance with the Washington State Sick Leave Law. The parties will bargain a sick leave policy during the term of this agreement. Contract Sick leave will be accrued at 10 hours per month MINUS the state sick leave accrual for that same month. (e.g. accrual of 3 hours of state sick leave will result in 7 hours of contract sick leave and accrual of 5 hours of state sick leave will result in 5 hours of contract sick leave.) At the end of each calendar year, up to 40 hours of state sick leave will be rolled over per the law. Any remaining hours in the state sick leave bank will be removed. An equivalent number of contract sick leave hours will be placed

in the contract sick leave bank.

- (b) Washington State Sick Leave Bank Cascade – Washington State sick leave requested in excess of the accrued leave balance available will default to leave without pay (LWOP).

10.2 Contract Sick Leave: The City hereby agrees to grant employees contract sick leave accrual at the rate of 10 hours, minus State Sick Leave Accrual, for each calendar month of service, not to exceed a total accrual of 1060 hours. New employees shall receive a bank of 216 contract sick leave hours and, except as provided hereafter, shall not accrue sick leave during the first two years of their employment. If at the beginning of any month the officer's bank is below 216 hours, the officer shall begin accruing contract sick leave until such time as their contract sick leave bank again has 216 hours.

New officers transferring from other City bargaining units will carry over any previously accrued sick leave as a new Police Guild member, and, if their contract sick leave bank is less than 216 hours, the transferee's contract sick leave bank will be brought to 216 hours. If their contract sick leave bank is over 216 hours, the transferee will retain their full contract sick leave bank, but will not have any additional hours added to that bank. Such transferee's service as a City employee shall be credited towards the two year requirement referenced above.

Employees may use accumulated contract sick leave for the following reasons:

- i. Personal illness or injury.
- ii. Care for a family member with a serious health condition, as defined in City policy.
- iii. Doctor and dentist appointments.
- iv. Physical and/or mental incapacity to such extent as thereby to be rendered unable to perform duties.
- v. Pregnancy Disability Leave and Family Leave as outlined in 10.6.

10.3 Sick leave cash out: Upon retirement, employees shall receive payment for up to a maximum of 30% of combined accumulated contract sick leave and Washington State Paid Sick Leave. In the event of an employee death in the line of duty, 100% of the contract sick leave balance and Washington State Paid Sick Leave balance will be paid to the next of kin. Payment is calculated at the hourly equivalent of the employee's regular rate of pay. Note that Sick Leave Cash Out does not apply to the Duty Incurred Bank, which is intended to cover work-related injuries and illnesses (Article 10.5).

Grandfathered sick leave cash out option: Pursuant to the 2017 agreement of the parties, in lieu of the sick leave cash out provisions outlined above, employees hired prior to October 10, 2016 may choose to receive payment for up to a maximum of 150 hours of accumulated sick leave upon retirement. Employees will have a one-time, non-

revocable option to participate in the grandfathered sick leave cash out option and must notify payroll of their choice to participate in this option, in writing, no later than January 11, 2017. Employees who do not provide notification of their choice by the deadline will receive 30% of accumulated sick leave as outline above.

An employee shall be deemed to have retired when the employee separates from service and meets LEOFF Plan II age and service credit eligibility requirements for retirement as defined by the Washington Department of Retirement Systems (DRS). The employee shall provide confirmation that they meet current retirement eligibility criteria. Employees who are not eligible for DRS benefits within 60 days of their separation shall not be entitled to payment for accumulated sick leave.

10.4 Sick leave toward accruals: Hours paid while on sick leave count toward accrual calculations of leave banks.

10.5 LEOFF II Duty-Related Disability Benefits - In recognition of the fact that LEOFF II employees do not receive unlimited disability pursuant to RCW 41.26 as amended, the City establishes the following duty-related disability benefits for such employees, in addition to the regular sick leave bank outlined in 10.2:

- (a) A LEOFF II employee who incurs a duty-related disability shall receive full pay for up to 720 hours for hours that would normally have been scheduled of continuous disability. Upon return to active duty, the 720 hours will be replenished.
- (b) If at the completion of 720 hours of paid disability for hours that would normally have been scheduled the employee continues to be disabled, he/she shall continue to receive full pay for up to an additional 320 hours for hours that would normally have been scheduled. Provided, however, such employee's sick leave bank as outlined in Section 1 above shall be reduced on an hour-for-hour basis with no credit for coordination with Workers' Compensation benefits. In the event of duty-related disability beyond 1040 hours, the employee shall receive only Workers' Compensation benefits as provided by State law and shall be prohibited from using any remaining accumulated sick leave to coordinate with such benefits. Should the employee subsequently return to active duty, any remaining sick leave should be available for use as otherwise provided.
- (c) This duty-related sick leave bank is not eligible for cash out at retirement.

10.6 Pregnancy Disability Leave and Family Leave

- (a) **Pregnancy Disability Leave and Family Leave for Female Guild Members** - The City provides female Guild members leave for the time that they are sick or temporarily disabled because of pregnancy or childbirth. Female Guild members may elect to use accrued sick leave during the period of their sickness or temporary disability. The legislative history establishes that the medical recovery period for a normal childbirth is 4-8 weeks.
 - i. For the first six (6) calendar weeks following the birth of a child, a female Guild member may elect to receive short term disability benefits (provided

by the Guild) in lieu of accrued sick leave. A member who elects to receive short-term disability benefits may continue those benefits with other accrued leaves if allowed under the terms of the disability policy. However, the City will reduce the amount of paid leave by the amount of disability benefits received. For example, if the disability benefits provide 66% of the member's base salary, the member may elect to use accrued vacation leave, holiday leave or compensatory time totaling 33% of their base salary. The combination of disability benefits and other leave shall not exceed the member's base salary.

- ii. A female Guild member who elects to receive short-term disability benefits under section i may elect to use accrued sick leave, for up to six (6) calendar weeks immediately following the termination of their short-term disability benefits.
- iii. In addition to the leave described above, female Guild members may take up to twelve calendar weeks of leave to care for a newly born child under the Washington Family Leave Act (FLA). Family leave to care for a healthy newborn is not an approved use of sick leave, however, a member may use other accrued leave (i.e. vacation, holiday, compensatory) while exercising their right to take family leave to care for a healthy newborn.
- iv. Family leave and pregnancy disability leave may not run concurrently, but FMLA will run concurrent with both FLA and pregnancy disability leave.

(b) Family Leave for non-gestational parent

- i. The City shall provide the non-gestational parent up to twelve (12) calendar weeks of leave in order to care for a family member with a "serious health condition" as that term is defined in the FLA. Members may use accrued sick leave to care for a family member with a serious health condition. The non-gestational parent may use accrued sick leave for the first ten (10) work shifts following the birth of their child. The second five (5) shifts on leave will be considered FMLA leave.
- ii. The City will also provide non-gestational parents with up to twelve (12) calendar weeks of leave to care for a newly born child under the FLA. Family leave to care for a healthy newborn is not an approved use of sick leave. However, a member may use other accrued leave (i.e. vacation, holiday, compensatory) while exercising their right to take family leave to care for a healthy newborn.
- iii. Family leave and sick leave to care for a family member with a serious health condition may not run concurrently, but FMLA will run concurrent with both FLA and sick leave to care for a sick or disabled family member.

(c) Leave for Adopted Children - An employee is entitled to a total of twelve (12) weeks of leave during any twelve-month period because of the placement of a child with the employee for adoption or foster care under the FLA. Guild members may use accrued sick leave for the first five (5) work shifts following placement of a child. Beyond the first five (5) days, leave to care for a healthy adopted child is not an approved use of sick leave. However, an employee may use other accrued leaves while exercising their right to take family leave to care for an adopted child.

(d) Spouses Employed by the City - If spouses employed by the City are both entitled to leave to care for the birth or placement of a child, the aggregate number of weeks of leave to which both may be entitled may be limited to twelve (12) weeks during any twelve-month period.

(e) Notice to the City - If the necessity for leave for the birth or placement of a child is foreseeable based on the expected birth or placement, the employee shall provide the employer with not less than thirty (30) days' notice of the employee's intention to take leave for the birth or placement of a child, except that if the date of the birth or placement requires leave to begin in less than thirty days, the employee shall provide such notice as is practicable.

10.7 A LEOFF II officer who is on a non-duty related disability shall be allowed to supplement his/her disability payments with offsetting hours of paid leave up to the duration of the regular assigned shift. Officers who bid their holidays as a bank of time off may also use holiday leave time to supplement disability payments.

10.8 Members of the Guild may donate accrued vacation or compensatory time to another City employee under the parameters established by the City's Compassionate Leave Sharing Policy (PER 07.01.08). LEOFF II members may also donate sick leave under the parameters provided in the policy.

ARTICLE 11 - OVERTIME – COMPENSATORY TIME

11.1 Overtime - The City shall pay employees for their accumulated overtime at the conclusion of each pay period.

11.2 Compensatory Time - Except as provided in Article 4.2, to the extent permitted by the Fair Labor Standards Act, an employee wishing to carry over accumulated overtime may accumulate a total amount equal to 63 straight hours; provided, it shall be the obligation of the employee to notify the department of their desire to do so prior to the payroll cut-off date for the pay period in which the overtime pay was earned.

Employees with accumulated compensatory time may request use of such time by submitting the request in writing to their supervisor. Certain festival and holiday periods require full staffing, and compensatory time off will not be granted as it is considered an undue hardship. Those days include the day of the Ski to Sea parade, the day of the Ski to Sea race, the Fourth of July, and New Year's Eve. The City will not mandate overtime to cover compensatory time off requests as this is also considered an undue hardship. The City will not pay more than time and one half to cover compensatory time off as that is also considered an undue hardship. Per Article 24, employees who volunteer to work on a holiday will not receive Holiday premium pay.

Requests for compensatory time off received at least 14 days prior to the requested time off will be granted by the City when it is not an undue hardship and a staffing alternative is available or a qualified volunteer for overtime is found after timely posting of voluntary overtime sign up has been made by the supervisor.

Requests for compensatory time off received less than 14 days prior to the

requested time off will be considered an undue hardship and denied unless the employee is able to find a qualified volunteer replacement, or, the City, at its discretion, determines that an overtime replacement is not required.

All requests for compensatory time off shall be acted upon within five days, unless not reasonably possible.

ARTICLE 12 – LEAVE BENEFITS UPON REINSTATEMENT FROM LAYOFF

All Police Guild members who are laid off during a reduction-in-force from regular full-time or regular part-time positions and who are reinstated to the same classification are eligible for reinstatement of benefits and application of time as outlined below:

- (a) Sick leave banks:** Banks will be restored to the balance accrued and unused at the time the employee separated from City employment up to the maximum balance applicable per the Collective Bargaining Agreement or City Policy and minus any donations by the employee.
- (b) Vacation and sick leave accrual rates:** Rates will be restored to the level appropriate to the employee's years of service at the time when the employee was separated from City employment. The accrual rates will be according to the Collective Bargaining Agreement or City policy in effect at the time of the reinstatement.
- (c) Years of service:** Time away from the City will not count toward the employee's years of service or seniority.
- (d) New period of employment:** Should the employee return to City employment under any circumstances other than recall from a Reinstatement Register or returns to employment in a classification other than the classification from which laid off, the employee will be considered a new employee for matters of administering leave benefits.
- (e) Expiration of Reinstatement Register:** Once the employee's eligibility for the Reinstatement Register (three years unless employee requests and receives approval from the Commission for an additional year) has expired the employee will be treated as a new employee for matters of administering leave benefits;
- (f) Benefits ineligible positions:** An employee returning to a position which is not otherwise eligible for leave benefits by Collective Bargaining Agreement or City policy (such as a regular non-benefitted position or temporary position) will not be eligible for restoration of leave benefits;

These agreements apply only when the reason for placement on the Reinstatement Register was the result of a layoff.

ARTICLE 13 - CLOTHING AND EQUIPMENT

13.1 The City shall purchase and supply to employees such clothing, uniforms,

firearms and other equipment as designated by the Chief of Police. The City shall make all necessary basic uniform and equipment replacements and repairs as the need arises. Effective January 1, 2020, officers assigned to Patrol and Traffic, regardless of rank, (excluding dog handlers) will be reimbursed up to \$250 of the purchase or repair cost of boots, upon proof of purchase every two years. New employees who are eligible to receive the safety boot reimbursement will receive a prorated amount.

13.2 All equipment for the safety and performance of personnel, including equipment issued to employees assigned to extra hazardous duty, shall be furnished and maintained by the City. The City shall provide payment for gas mask prescription lenses under this section when the employee provides a prescription showing that corrective lenses are required.

13.3 Motorcycle personnel shall be furnished, in addition to regular uniforms, leather jackets, rain gear, boots, gloves and helmets specifically designed for motorcycle duty.

13.4 Clothing Allowance – Effective January 1, 2020, a clothing allowance in the annual amount of \$650 shall be allowed to the following employees if such employee is so assigned at the commencement of the calendar year: Employees permanently assigned to duty as plainclothes officers; Evidence and ID Sergeant, Detectives and temporary Detectives in Family Crimes and Special Victim's units, and Detective Sergeant. Other employees, when designated by the Chief of Police, may be allowed all or a part of this amount as appropriate. Employees shall receive the yearly allowance by February 15th.

Any employee assigned to duty on an intermittent basis as described above, or for less than a full year, shall receive a pro rata share of the full allowance based upon the amount of time the employee is assigned to duty.

In the event clothing is damaged in line of duty within its normal lifetime, the officer shall be reimbursed for the cost of repair or the normal value of the item in accordance with the following ratio; remaining lifetime/total lifetime. For the purpose of this section, total lifetime of a clothing article shall be one year. Reimbursement value for a suit shall be up to \$250.00; for a sport jacket, up to \$150.00; for slacks, up to \$60.00

13.5 Cleaning - The City will arrange and pay for the cleaning of one uniform per week (including uniform jacket as required). This section will include those eligible for the clothing allowance outlined in Section 4.

13.5 Damage to Personal Property - Employees who, in the line of duty, suffer damage to personal property and/or clothing that is reasonably required for work, will have same repaired or replaced at Department expense. Damage caused by ordinary wear and tear will not be covered, and replacement will be limited to personal effects of regular and ordinary value (e.g. - no rolex watches).

ARTICLE 14 - INSURANCE, MEDICAL, DENTAL, PRESCRIPTION DRUG & VISION PROGRAMS

14.1 The City shall fully protect employees against civil claims and shall provide for the defense and payment of any judgment of an individual employee of the bargaining unit against whom a claim is filed if based upon an act performed while acting within the scope of the employee's duties.

14.2 Health and Welfare Benefits - The City agrees to provide members of the bargaining unit certain health and welfare benefits as described in Appendix "F" attached hereto.

ARTICLE 15 - LEOFF II DISABILITY BENEFITS

Following execution of this Agreement by the City, the City shall pay to the Bellingham Police Officers Guild the sum of \$61.76 per month for each LEOFF II bargaining unit member, which sum shall be held in trust by said Guild and utilized for the purpose of providing long-term disability income benefits for those employees who are qualified for coverage under LEOFF II. The City contributions shall be used for the actual premium of the plan, provided the Guild maintains the same level of plan benefit as provided in 2004. Effective the first pay period following the ratification of this Agreement by the parties (November 16, 2015), City contributions will be increased to \$64.56 per month for each LEOFF II bargaining unit member.

ARTICLE 16 - TIME OFF FOR GUILD ACTIVITIES

16.1 Employees shall be relieved from duty for attendance at Guild functions provided that the Guild provides a qualified replacement satisfactory to the department. Designated Guild representatives will be released from duty, with pay, for their attendance at labor relations conferences reasonably determined by the Chief to be of mutual benefit to the City and Guild.

16.2 The Guild shall be allowed to hold quarterly meetings in the regular meeting hall located on the premises of the City in the Police Department, provided such meetings do not interfere with scheduled work or department operations. Off duty employees present at Guild meetings shall not be considered to be performing regular duty, and shall not be paid by the City for such time.

16.3 Any designated representative of the Guild required to meet or perform services for any officer, board, committee, contractor or agent of the City shall be on City business. No employee shall forfeit pay because, in order to carry out the terms of this contract, it is necessary for the employee to attend a City-Guild Grievance Committee meeting or similar function during the employee's normal working hours.

16.4 Except as otherwise provided herein, the Guild recognizes that City equipment, facilities, and supplies are for City business, and generally should not be used for Guild business. The City will be reimbursed for any copying, phone or other charges which result from the incidental use of City equipment or supplies. The City's computer and E-Mail system may be used for Guild business to notify Guild members of meetings, or to

the extent historically allowed by the City. Exceptions to any of the above restrictions may be made only with prior approval of the City.

ARTICLE 17 - BULLETIN BOARD

The Guild shall be provided a suitable location in which to place a bulletin board for the purpose of displaying material pertinent to its members and shall be required to post a copy of the current collective bargaining agreement. Such bulletin board shall be maintained in a neat and orderly manner by the Guild.

ARTICLE 18 - GUILD REPRESENTATIVE

Representatives of the Guild shall be allowed on the premises of the City to attend Civil Service meetings, grievance procedures, Guild meetings and collective bargaining sessions but shall not conduct business in the operating areas of the department nor interfere with on-duty personnel.

ARTICLE 19 - NOTIFICATION OF CHANGES IN DEPARTMENT ORGANIZATION

Except in emergencies, the Guild shall be notified in advance of hearings which may have an adverse effect on employees, and material changes (changes other than de minimis changes) to the Department Policy Manual involving wages, hours, and working conditions of bargaining unit employees. Notification of changes to the Manual shall be in writing, and explain the nature of the change. This requirement shall not impact whatever right the Guild may otherwise have to bargain such a change.

The City and the Guild require clarity about which City rules and policies, in addition to the Bellingham Police Department policies and this Agreement, apply to bargaining unit members.

- (a) If the City proposes a universal City policy (applicable to all City employees including Guild members covered by the Agreement), the Employer shall provide the Guild draft language prior to finalization. The Employer shall provide a reasonable notice period (not less than 30 days) and an opportunity to discuss permissive subjects or to bargain mandatory subjects. This provision does not include policies or procedures that would not ordinarily be discussed with the Guild.
- (b) If the Guild does not request discussions or bargaining, the Employer shall apply the adopted City policy to bargaining unit members, unless there are provisions in the Agreement that supersede or contradict such policy. The Guild relinquishes no rights to bargain on terms or conditions of employment by this provision, and the Employer waives no management rights.
- (c) The City will confirm by telephone, email, or other affirmative response that the Guild representative has received the draft language and whether or not the Guild wishes to request discussion or bargain prior to implementation of the policy.

ARTICLE 20 - DISCIPLINARY ACTION

The Administration of the Police Department shall adopt reasonable rules and regulations for the conduct of its employees. It is agreed that the Police Department has the right to discipline, demote or discharge employees for just cause.

20.1 The City agrees that before disciplinary action is taken against any member of the bargaining unit, notice will be given to the employee by the Chief of Police, or his designee, that the employee has become the subject of a formal internal affairs investigation which might result in disciplinary action as defined below in this article. This notification shall be in writing and provided to the employee 48 hours prior to any formal interview conducted by the Deputy Chief or his designee when acting in the capacity of Internal Affairs Officer. The written notice given to the employee shall notify the employee that he/she is the subject of an Internal Affairs investigation which may result in disciplinary action, and provide sufficient information concerning the nature or subject of the investigation so as to reasonably apprise him/her of the allegations.

20.2 The member may voluntarily waive the 48-hour period between the receipt of such notification and the Internal Affairs interview. In such instances, the waiver shall be in writing and a copy shall be forwarded to the bargaining unit representative.

20.3 At the conduct of such Internal Affairs interviews, and if the employee so requests, a Guild representative shall be present, and may participate to the extent required by law.

20.4 It is understood that this Article applies to employees who are the subject of an investigation which could reasonably be expected to lead to the employee's suspension, demotion or termination. Nothing in this Article shall be construed so as to prevent the interviewing by supervisory personnel of their subordinates as necessary for the conduct of departmental business, or the routine investigation of complaints. The Guild also recognizes the need of the City to clarify citizen inquiries or complaints in a timely fashion. Further, this Article shall not be construed so as to prevent the City from interviewing other employees, not directly the subject of the investigation, without prior notice or Guild representation present.

20.5 The interview of an employee shall be at a reasonable hour, unless the exigency of the interview dictates otherwise. At the cost of the requesting party, the employee or the City may request that an investigative interview be recorded. There can be no "off-the-record" questions. Upon request, the employee under investigation shall be provided an exact copy of any written statement the employee has signed or, at the employee's expense, a verbatim transcript of the interview.

20.6 The employee will be required to answer any questions involving administrative (as opposed to criminal) matters under investigation. Prior to any questioning, the employee will be notified in writing of their rights pursuant to the Department's "Internal Investigation Warning" (Appendix E). All interviews shall be limited in scope to activities, circumstances, events, conduct or actions which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the Employer from questioning the employee about information which is developed during the course

of the interview.

20.7 Absent unusual circumstances, interviewing of the employee shall be completed within a reasonable time. The employee shall be entitled to such brief necessary intermissions as the employee shall reasonably request. The employee shall not be subjected to any profane language. The City will not initiate an offer of promises or rewards as an inducement to answer questions.

20.8 Nothing in this Article shall be construed as to prevent the Chief of Police or other supervisory officers from immediately relieving any subordinate officer from duty, pending disciplinary action. Such relieving of duty shall not be a loss of pay or benefits during pendency of disciplinary action.

20.9 No employee shall be required to take a polygraph test. This provision does not apply to applicants for employment.

20.10 Within a reasonable period after the conclusion of the investigation, and no later than three (3) business days prior to a pre-disciplinary hearing, the employee shall be advised of the results of the investigation and the recommended disposition (which may be a range of possible dispositions). In cases where discipline is contemplated, the employee shall be provided a copy of the investigatory file (excluding information from and the identity of confidential informants, and other witnesses requesting confidentiality, upon which the Department does not intend to rely).

20.11 Any disciplinary action will be taken within twenty (20) days of the date the completed investigation file is brought to the attention of the Chief of Police. The City may request that the Guild extend this twenty (20) day period, and such requests will not be unreasonably denied.

20.12 Use of Force - When an employee uses deadly force which results in the injury or death of a person, the employee shall not be required to make a written statement for seventy-two (72) hours after the incident. The officer may be required to verbally report to a superior officer a brief summary of the incident for the purpose of securing evidence, identifying witnesses, apprehending suspects, or any other exigent circumstances. The affected employee may waive the seventy-two (72) hour requirement. The City shall provide the employee with secure means for communication with any person for whom a legal privilege exists.

The Peer Support Counselor Program will continue, with the City and the Union mutually concurring on the appointment of any future support group counselors.

20.13 Brady Designation – A disciplinary action or any other adverse personnel action may not be undertaken against a police officer solely because that officer's name has been placed on a list maintained by a prosecuting attorney's office of recurring witnesses for whom there is known potential impeachment information, or that the officer's name may otherwise be subject to disclosure pursuant to *Brady v. Maryland*, 373 U.S. 83 (1963). This section does not prohibit a law enforcement agency from taking disciplinary action or any other adverse personnel action against a peace officer based on the underlying acts or omissions for which that officer's name was placed on a

prosecutor-maintained list, or may otherwise be subject to disclosure pursuant to *Brady v. Maryland*, 373 U.S. 83 (1963).

ARTICLE 21 - PENSION AND DISABILITY BENEFITS

Pension and disability benefits, including disability leave, shall be provided for all employees in accordance with the Laws of the State of Washington.

ARTICLE 22 - COURT APPEARANCES

22.1 In the event an employee is summoned to appear as a juror in any municipal, district, state or federal court, including grand jury, the employee shall so advise the Department upon receipt of such notice and, if required to appear and/or serve, the employee's pay shall neither be reduced nor increased through overtime while appearing or serving. Any court-awarded fees, except for mileage for courts located outside of the City of Bellingham when the employee uses his/her personal vehicle, shall be paid by the employee to the City.

22.2 Any employee required to appear in any court case on behalf of the City or on behalf of the State of Washington for a criminal prosecution shall be considered as on duty for all such appearances. The department shall endeavor to adjust the employee's duty schedule to conform to said appearance. The employee shall be paid straight or overtime rates as elsewhere provided in this agreement. The employee shall submit no claim for witness fees. The City shall work with the Guild and the courts to provide a mechanism for advance notification of changes in court appearances, where reasonably possible.

22.3 Any employee subpoenaed as a witness for any cause concerning knowledge he/she gained in the course of duty as an officer shall be paid for all hours the employee would normally work during which he/she was in court. The employee shall submit a claim to the proper court for witness fees. When paid, the employee shall remit to the Department the amount received, except for mileage when the employee uses his/her personal vehicle, meal and accommodation allowances.

22.4 Any employee who is on the 1620 or 2020 shift and required to be in attendance at court for 2 or more hours under this section shall be relieved of all or part of the employee's shifts so as to allow the employee ten (10) hours of continuous time away from work in each 24 hour day. Employees required to be in attendance at court for less than 2 hours shall be relieved of all or part of the employee's shifts so as to allow the employee eight (8) hours of continuous time away from work. This does not apply to officers on the 1620 shift who are scheduled for court that begins after noon. The department may adjust the employee's duty schedule during the period of court appearances to provide the ten hours of rest in each 24 hour day. It is the responsibility of the employee to notify his supervisor of any such court appearances.

ARTICLE 23 - BEREAVEMENT LEAVE

In the event of a death in the immediate family of an employee, that employee

shall be granted up to 3 days off to attend the funeral, if the funeral is held within the State of Washington, and 3 additional days if it is necessary to travel outside the State at the discretion of the department head. Immediate family shall be defined as follows: Spouse, state registered domestic partner, and children of the employee, mother, father, brothers, sisters, and grandparents of the employee or the employee's spouse; any other family member or friend at the discretion of the Chief.

ARTICLE 24 - HOLIDAYS

24.1 All employees shall receive or be paid for the equivalent of 12 (8 hour) holidays totaling 96 hours annually. These holidays shall include one floating holiday during each calendar year. Such holidays, except for the floating holiday, shall accrue as holidays occur throughout the calendar year. The floating holiday shall accrue on January 1st of each year of this agreement. Accrued holidays shall be taken in the calendar year following their accrual and shall be scheduled in accordance with the procedure described in Section 3 of Article 25.

Uniformed patrol employees who are required to work on New Year's Day, Labor Day, Thanksgiving Day, Christmas Day, Memorial Day, Independence Day or Veteran's Day will be compensated at time and one-half times the employee's regular rate of pay.

24.2 Plainclothes Employees - Plainclothes employees who choose to work on any City of Bellingham observed holiday will be paid the employee's regular rate of pay.

Investigations employees in Family Crimes and Major Crimes observing a holiday using time out of their accrued bank who are recalled to duty will be paid only for hours actually worked at time and one half in addition to their holiday leave.

24.3 Terminated employees or employees otherwise separated from the service shall be paid at the time of such separation for their accrued holidays. Such payment shall be at the hourly equivalent of the employee's regular rate of pay.

ARTICLE 25 - VACATIONS

25.1 Employees shall accrue vacation benefits in accordance with the following schedule based on years of service with the City of Bellingham. Benefits eligible employees will accrue vacation credit for each calendar month of service in which they were in paid status for 120 hours or more. Such vacation benefits shall accrue each month pro rata through the calendar year in question but shall be taken in the calendar year following accrual; provided, however, employees in their first year of service shall be allowed to take vacation time after they have accrued it. An employee terminated or otherwise separated from the service shall be paid for accumulated vacation at the employee's regular rate of pay.

Employees may not "run out" leave balances after the last day of work. The last day worked will be the last day of employment and any remaining accrued leave will be paid

out as applicable per the terms of this Agreement.

Vacation Accrual Schedule

During the following years of service:	Monthly Accrual:
1 through 4 years	7.34 hours
5 years	10.34 hours
6 years	11.00 hours
7 years	11.67 hours
8 years	12.34 hours
9 years	12.34 hours
10 years	13.00 hours
11 years	13.00 hours
12 years	13.67 hours
13 years	13.67 hours
14 years	14.34 hours
15 years	18.17 hours

25.2 Vacation shall be taken within 2 years of the date of accrual.

25.3 Vacation Accrual Rate for Experienced Police Officer Hires – Police Officers who are hired into the Bellingham Police Department after having completed twenty-four (24) months of full time paid duty as a sworn police officer in a state or local civilian governmental jurisdiction, who have been providing general law enforcement services, who meet the criteria outlined in WAC 139-05-210 and meet the criteria for attending the Basic Equivalency Academy will be given credit for each completed year of service, up to a maximum of ten years, as a sworn police officer prior to hire by the City of Bellingham and placed in the current vacation accrual schedule accordingly. Year of service shall be defined as twelve months of full-time paid duty as a sworn police officer.

25.4 Patrol Officer Vacation Bidding

- (a) By October 1 of each year, a vacation chart shall be posted by the Department for the following year. The vacation chart must be completed by November 30th. Patrol officers shall bid for vacation periods and days in lieu of holidays as follows: Each individual, in seniority order, shall select their first 2 weeks of vacation time in a block. No more than 6 patrol officers may bid for the same vacation period. Following the first vacation selection a similar bid selection shall be held for individuals entitled to more than 2 weeks and a third and fourth bid, if necessary, for those entitled to more than 4 weeks shall be held. It is understood that subsequent bids shall not displace selections made during prior bidding periods. Subsequent bids may be scheduled adjacent to previous bids if the space is unfilled during subsequent bidding. Only 2 patrol officers from each shift may be on vacation at the same time. Effective in 1999, scheduled vacation will be scheduled to coincide with an employee's scheduled days off. Should the City thereafter conclude that this change is not desirable, it may revert to the former scheduling practice after a period of 30 days' notice to the Guild, during

which time the parties will meet and confer concerning other scheduling systems. SRO officers will not be included in the patrol officer bidding list. The administration agrees to review operational requirements at least annually to see if the number of persons allowed off on vacation at any one time by this paragraph can be increased.

- (b) Officers in Grade 30 and Grade 31 shall select vacations by work units based on seniority in grade and unit with Grade 31 bidding first. **Crime Scene Investigator Vacation Bidding:** Shift investigators will bid vacation by job class within the team.
- (c) Patrol sergeants shall determine their vacation schedule by supervisory team. In the event of a dispute, selection shall be by grade, and seniority in grade. Sergeants not assigned to patrol will bid separately from patrol sergeants.
- (d) Employees who elect to not bid for all their accrued time may schedule up to 4 days at a later date, but will not displace vacation leave bid from the initial process.
- (e) Vacation requested for a period of longer than 30 calendar days (inclusive of compensatory time off) must be approved by the Chief of Police.

25.5 Personnel recalled to duty during vacation shall be compensated as provided in Section B of Article 4.

25.6 The City agrees to make a good faith effort to schedule cases with the courts so that it will not be necessary for employees to be recalled while on vacation. To assist the Department in its scheduling efforts, each employee shall immediately report receipt of any subpoena to his/her supervisor. The City reserves the right to reschedule vacation, if reasonably necessary, prior to the time the employee commences his/her vacation. In those situations where it is necessary for an employee to return to duty while on vacation for a court appearance, reimbursement of expenses shall be made by the City if the employee has left for vacation prior to being notified of the recall, or to the extent that non-refundable costs have been incurred.

25.7 Holiday time and compensatory time in lieu of over time shall be scheduled in the same manner as vacations.

ARTICLE 26 - GRIEVANCE PROCEDURE

26.1 A grievance shall be defined as a dispute or disagreement raised by an employee or the Guild against the Department involving the interpretation or application of the specific provisions of this agreement. Any grievance proceeding will be waived if it is not brought to the attention of the immediate supervisor within fourteen (14) days of the occurrence of the alleged grievance or within fourteen (14) days of the date the employee knew or should have known of its occurrence. Any grievance involving discharge, suspension, demotion or any other discipline arising out of a formal internal affairs investigation will be waived if it is not brought to the attention of the Police Chief within fourteen (14) days of the occurrence of the alleged grievance, as provided in Step 4 below.

26.2 Any action appealed to the Civil Service Commission shall not be subject to the grievance procedure herein. Any matter taken to the grievance procedure may not be appealed to the Civil Service Commission.

26.3 All grievances shall be processed in the following manner:

Step 1. The grievance shall initially be informally discussed with the employee's immediate supervisor, as described above. The supervisor shall respond within fourteen (14) days. Any grievance involving a discharge, suspension or demotion shall begin at Step 4.

Step 2. If the grievance is not resolved at Step 1, the employee or Guild shall present the grievance, in writing, to his/her Lieutenant. The grievance must be presented within fourteen (14) days of the completion of Step 1. The written grievance shall state the act or acts being challenged, the section(s) of this Agreement allegedly violated, an explanation of the alleged violation, the date of the informal meeting with the supervisor and the remedy which is sought. The Lieutenant shall respond in writing within fourteen (14) days of receiving the written grievance.

Step 3. If the grievance is not resolved at Step 2, the Guild may forward the grievance to Step 3 within fourteen (14) days of the Lieutenant's determination. The grievance shall be forwarded to a Grievance Committee which shall consist of four (4) members. The committee shall consist of two members appointed by the Chief, and two employees appointed by the Guild. The Grievance Committee shall meet to discuss the grievance within thirty (30) days of the submission to the Grievance Committee.

Step 4. If a majority of the Grievance Committee is unable to resolve the grievance, it may be forwarded by the Guild to the Police Chief (in writing) within fourteen (14) days of the meeting of the Grievance Committee. For grievances involving discharge, suspension, demotion or any other discipline arising out of a formal internal affairs investigation, the grievance must be submitted by the Guild

to the Police Chief in writing within fourteen (14) days of the date of the occurrence of the alleged grievance. The written grievance shall state the act or acts being challenged, the section(s) of this Agreement allegedly violated, an explanation of the alleged violation, and the remedy which is sought. The Chief shall have fourteen (14) days to render a decision on the matter.

Step 5. If the Guild remains unsatisfied after Step 4, it may elect within fourteen (14) days of the completion of Step 4 and with the City's consent, to forward the matter to mediation for attempted resolution of the matter. The mediator will be jointly selected by the parties, and the parties will make an effort to expedite the mediation process.

Step 6. The Guild may forward a grievance to binding arbitration within thirty (30) days of the completion of Step 4, or within thirty(30) days of the completion of Step 5 if the parties elect mediation. The submittal to arbitration shall be made in writing.

26.4 Selection of Neutral - The parties shall initially seek to agree upon a mediator or arbiter. If the parties are unable to agree, the Guild may request a list of nine (9) arbiters from Washington and Oregon from the Federal Mediation and Conciliation Service. The parties shall alternately strike names from the list until one remains. That individual shall be the mediator or arbiter. Upon mutual agreement by the parties, challenges to the procedural arbitrability of a grievance shall be resolved in a proceeding separate from and prior to arbitration on the merits of a grievance.

26.5 The arbitrator will commence hearings, if possible, within sixty (60) days after his/her selection and shall render an award, in writing, within thirty (30) days after submission. The award of the arbitrator shall include his/her written findings and conclusions and shall be final and binding on the parties to this agreement and upon the complaining employee(s). The mediator's and/or arbitrator's fees and expenses shall be borne equally by the City and the Guild. All other expenses and costs, including the costs of representation, shall be borne by the respective party incurring them. Neither the arbitrator nor any party to the grievance shall have the power to add to, delete from or in any way alter the terms of this agreement.

26.6 The City and the Guild agree to comply with the time limitations set forth above. Either party shall have the right to insist that the time limitations be complied with; provided, however, said time limitations may be waived by mutual agreement. Failure by the employee or the Guild to comply with the time limitations results in a waiver of the grievance. Failure by the City to respond in a timely fashion shall allow the Guild to move the grievance to the next step in the procedure.

ARTICLE 27 - STRIKES

The Guild agrees there shall be no strikes, slowdowns, stoppages of work or any interference with the operations of the Police Department. The City agrees to make every effort to meet and settle disputes with the Guild.

ARTICLE 28 - MANAGEMENT RIGHTS

Any and all rights concerned with the management operations of the City and its departments are exclusively those of the City unless otherwise provided by the terms of this agreement. The City has the authority to adopt reasonable rules for the operation of the Department and the conduct of its employees, provided such rules are not in conflict with the provisions of this agreement, Civil Service Rules or with applicable law. The City has the right to determine the equipment and organization for departmental operations and services. The City has the right to take any and all actions necessary in emergencies in order to assure the proper functioning of the Department. The City has the right to discipline, demote, temporarily lay off or discharge employees, to assign work and determine duties of employees; to schedule hours of work, to determine the number of personnel to be assigned to duty at any time and such other rights as are normal to municipal corporations and not expressly limited by this agreement, the provisions of the Civil Service Rules or applicable laws.

ARTICLE 29 - PERSONNEL RECORDS

- (a) A "personnel file" shall be defined as the file maintained by the City and/or Department for the purpose of retaining records related to an employee's employment status, work history, training or disciplinary records. It is understood that a personnel file does not include material relating to medical records, pre-appointment interview forms, Internal Affairs files, or applicant background investigation documents such as, but not limited to, psychological evaluations and polygraph results.
- (b) The Employer will promptly notify an employee upon receipt of any request by a third party (someone not working for the City) for disciplinary or other confidential information in the employee's personnel file. If practical, the Employer will provide at least forty-eight (48) hours' notice before releasing any such information. The Employer will allow the employee and the Guild the opportunity to legally object to unwarranted disclosures.
- (c) Each employee's personnel files shall be open for review by the employee at reasonable times and with reasonable notice, provided that employees shall not have the right to review psychological evaluations or supervisor's notes prepared for the purpose of employee evaluations. Once the employee evaluation has been finalized, supervisor notes prepared for the purpose of the evaluation will be destroyed.
- (d) Departmental written reprimands shall be removed from the employee's official personnel file(s) after three (3) years, assuming the employee has not received any other similar or related discipline during that period. An employee's departmental written reprimands which have been removed pursuant to this requirement may not be used against the employee by the Department in any subsequent disciplinary determination.

ARTICLE 30 - MEDICAL RECORDS

The Employer has the right to require medical examinations (physical and psychological) of all employees covered by this Agreement, provided the examination is job related and consistent with business necessity. The Employer has the right to require certification from the employee's physician that an employee is physically and mentally able to return to work following a period of medical leave. The Employer also has the right to require such certification from its own physician, consistent with business necessity.

The Employer may also require examination when it has an objective, legitimate and non-discriminatory basis to doubt that the employee is capable of performing his or her job. An employee may request that his/her personal physician be designated as the examining physician. In the event the City designates its own physician, the City shall pay the costs of such examinations. No employee shall lose pay because a required physical and/or mental examination is scheduled by the Department during all or part of his/her normal work day.

The information provided to the Employer shall be limited to one (1) whether the employee is fit for duty, and information relevant to any potential accommodations and (2) if the employee is deemed not fit for duty, whether such unfitness is permanent or temporary, and if temporary, when the employee will either return to fitness or be re-examined.

If the employee believes that the conclusions of the examining professional are in error, he/she may obtain an additional examination at his/her own expense. The Employer will provide the examining professional with documents which were provided by the Employer to the Employer's examining professional. A copy of the conclusions will be provided by the examining professional to the Employer and a copy of the full report will be provided to the Employer's examining professional. The Employer will undertake to have the Employer's examining professional make him/herself available to answer appropriate questions by the examining professional who conducts the independent examination.

The employee will be responsible for executing the waiver attached as Appendix G.

In the event of a grievance, the Employer will release to the employee a copy of the medical information that has been provided to the Employer in evaluating fitness for duty. The Employer will work with the employee to obtain additional information from the examining professional. The employee making the request for release or transfer of examination materials shall execute waiver forms as needed.

The Employer will comply with the Americans with Disabilities Act (ADA) in all such examinations. All medical records maintained by the Employer will be maintained in separate confidential files, consistent with the ADA.

ARTICLE 31 - SEVERABILITY AND SAVINGS

If any Article or Section of this Agreement should be held invalid by operation of law or by tribunal of competent jurisdiction, the balance of this agreement shall continue in full force and effect. The Article or Section held to be invalid shall be modified as required by law or the tribunal of competent jurisdiction or shall be renegotiated for the purpose of an adequate replacement.

ARTICLE 32 - DURATION

This agreement shall remain in full force and effect until midnight on December 31, 2020. The agreement may be amended at any time by the mutual consent of both parties. All acts taken by the parties prior to the actual execution date of this agreement consistent with the terms contained herein are hereby ratified and confirmed.

DATED this _____ day of _____, _____.

CITY OF BELLINGHAM:

BELLINGHAM POLICE GUILD:

Mayor

Guild President

Attest: _____
Finance Director

Contract Negotiator

Approved as to form:

City Attorney

Departmental Approval:

Police Chief

Deputy Administrator

APPENDIX A

CITY OF BELLINGHAM 2018 Uniformed Police Salary Structure PLAN D 3.25% Increase January 1, 2018

	<i>Step A</i>	<i>Step B</i>	<i>Step C</i>	<i>Step D</i>	<i>Step E</i>
Salary Grade 28	\$5,512	\$5,623			
Police Officer Recruit					
Salary Grade 29	\$5,623	\$5,988	\$6,377	\$6,791	\$7,232
Patrol Officer					
Salary Grade 30	\$7,232	\$7,449	\$7,672		
Traffic Officer					
Detective					
Crime Scene Investigator					
Salary Grade 31	\$7,672	\$7,902	\$8,139		
Evidence & I.D. Officer					
Corporal					
Salary Grade 32	\$8,132	\$8,376	\$8,627		
Sergeant					

I. Deferred Compensation

For Police Guild members with fewer than 15 years Longevity, the City shall match contributions made to the City's voluntary deferred compensation program of four and three quarters percent (4.75%). The City shall match up to the applicable percentage of the employee's then current base salary. The City may establish those procedures and forms necessary to efficiently implement and maintain this program, and reasonable restrictions upon an employee's ability to change his/her contribution level during a calendar year.

For Police Guild members with 15 or more years seniority, the City's deferred compensation match is zero.

Effective January 1, 2018, for all enrolled Police Guild members, the City will contribute to the City's voluntary deferred compensation program 1% of the employee's then current base salary. This contribution does not require a matching contribution from the employee and does not convert to longevity at 15 or more years seniority.

II. Longevity Pay - Plan A

Employees who have completed the following lengths of Bellingham Police Department service as a regularly commissioned officer with the City shall receive the following longevity pay:

YEARS OF SERVICE	EFFECTIVE JANUARY 1, 2017
5 years of service	2.75%
10 years of service	4.00%
15 years of service	4.5% plus additional 4.75%* = 9.25%
20 years of service	7.5% plus additional 4.75%* = 12.25%
25 or more years of service	8.5% plus additional 4.75%* = 13.25%

* The City's deferred compensation match is converted to longevity for Police Guild members with 15 or more years seniority.

APPENDIX A

CITY OF BELLINGHAM 2019 Uniformed Police Salary Structure PLAN D 3.0% Increase January 1, 2019

	<i>Step A</i>	<i>Step B</i>	<i>Step C</i>	<i>Step D</i>	<i>Step E</i>
Salary Grade 28	\$5,264	\$5,790			
Police Officer Recruit					
Salary Grade 29	\$5,790	\$6,166	\$6,567	\$6,994	\$7,449
Patrol Officer					
Salary Grade 30	\$7,449	\$7,672	\$7,902		
Traffic Officer					
Detective					
Crime Scene Investigator					
Salary Grade 31	\$7,902	\$8,139	\$8,383		
Evidence & I.D. Officer					
Corporal					
Salary Grade 32	\$8,376	\$8,627	\$8,886		
Sergeant					

I. Deferred Compensation

For Police Guild members with fewer than 15 years Longevity, the City shall match contributions made to the City's voluntary deferred compensation program of four and three quarters percent (4.75%). The City shall match up to the applicable percentage of the employee's then current base salary. The City may establish those procedures and forms necessary to efficiently implement and maintain this program, and reasonable restrictions upon an employee's ability to change his/her contribution level during a calendar year.

For Police Guild members with 15 or more years seniority, the City's deferred compensation match is zero

Effective January 1, 2018, for all enrolled Police Guild members, the City will contribute to the City's voluntary deferred compensation program 1% of the employee's then current base salary. This contribution does not require a matching contribution from the employee and does not convert to longevity at 15 or more years seniority.

II. Longevity Pay - Plan A

Employees who have completed the following lengths of Bellingham Police Department service as a regularly commissioned officer with the City shall receive the following longevity pay:

YEARS OF SERVICE	EFFECTIVE JANUARY 1, 2017
5 years of service	2.75%
10 years of service	4.00%
15 years of service	4.5% plus additional 4.75%* = 9.25%
20 years of service	7.5% plus additional 4.75%* = 12.25%
25 or more years of service	8.5% plus additional 4.75%* = 13.25%

* The City's deferred compensation match is converted to longevity for Police Guild members with 15 or more years seniority.

APPENDIX A

CITY OF BELLINGHAM 2020 Uniformed Police Salary Structure PLAN D 2.75% Increase January 1, 2020

	<i>Step A</i>	<i>Step B</i>	<i>Step C</i>	<i>Step D</i>	<i>Step E</i>
Salary Grade 28	\$5,408	\$5,949			
Police Officer Recruit					
Salary Grade 29	\$5,949	\$6,336	\$6,749	\$7,187	\$7,654
Patrol Officer					
Salary Grade 30	\$7,654	\$7,884	\$8,121		
Traffic Officer					
Detective					
Crime Scene Investigator					
Salary Grade 31	\$8,121	\$8,365	\$8,616		
Evidence & I.D. Officer					
Corporal					
Salary Grade 32	\$8,609	\$8,867	\$9,133		
Sergeant					

I. Deferred Compensation

For Police Guild members with fewer than 15 years Longevity, the City shall match contributions made to the City's voluntary deferred compensation program of four and three quarters percent (4.75%). The City shall match up to the applicable percentage of the employee's then current base salary. The City may establish those procedures and forms necessary to efficiently implement and maintain this program, and reasonable restrictions upon an employee's ability to change his/her contribution level during a calendar year.

For Police Guild members with 15 or more years seniority, the City's deferred compensation match is zero

Effective January 1, 2018, for all enrolled Police Guild members, the City will contribute to the City's voluntary deferred compensation program 1% of the employee's then current base salary. This contribution does not require a matching contribution from the employee and does not convert to longevity at 15 or more years seniority.

II. Longevity Pay - Plan A

Employees who have completed the following lengths of Bellingham Police Department service as a regularly commissioned officer with the City shall receive the following longevity pay:

YEARS OF SERVICE	EFFECTIVE JANUARY 1, 2017
5 years of service	2.75%
10 years of service	4.00%
15 years of service	4.5% plus additional 4.75%* = 9.25%
20 years of service	7.5% plus additional 4.75%* = 12.25%
25 or more years of service	8.5% plus additional 4.75%* = 13.25%

* The City's deferred compensation match is converted to longevity for Police Guild members with 15 or more years seniority.

APPENDIX B

SPECIAL ASSIGNMENT PAY

A. Dog Handler –3.75% of Appendix A salary plus 3.5 hours per week overtime pay. Veterinary care shall be compensated at the overtime rate for hours worked.

B. Range Officer/Training – 1.5% of Appendix A salary.

C. Officer-in-Charge of Hazardous Devices/Materials – 1% of Appendix A salary. Effective the first pay period following ratification by the parties (November 16, 2015) - 3% of Appendix A salary.

D. Hazardous Devices Detail - When a designated officer, other than the officer in charge of this unit, is required to participate in calls regarding items which appear to be bombs, or other hazardous devices, \$75 shall be paid for each such call out in 2011. \$100 shall be paid for each such call out in 2012. \$125 shall be paid for each such call out in 2013. Effective the first pay period following ratification by the parties (November 16, 2015), designated officers, other than the officer in charge of this unit, required to participate in calls regarding items which appear to be bombs or other hazardous devices will be paid 2% of Appendix A salary in lieu of call out pay.

E. Polygraph Examiner - When an employee is designated as a polygraph examiner, and agrees to conduct such tests as are needed, said employee shall be paid 1% of their Appendix A salary.

F. Canine Master Trainer – 2% of Appendix A salary in addition to the Dog Handler premium above. Effective January 1, 2015 - 6% of Appendix A salary.

G. Field Training Officer – 5% of Appendix A salary while training.

H. SWAT - Effective July 1, 2012 for 18 Core Members, 2% of Appendix A salary. A Committee of Management and Guild members will be convened to determine how team members are added to and removed from the SWAT team.

I. SWAT Sergeant - Effective the first pay period following ratification by the parties (November 16, 2015) -3% of Appendix A salary.

J. SWAT Bearcat Drivers - Effective July 1, 2012, \$50 per incident.

APPENDIX C

TWENTY-EIGHT DAY WORK CYCLE

2018

12/12/17 - 1/8/18
1/9/18 - 2/5/18
2/6/18 - 3/5/18
3/6/18 - 4/2/18
4/3/18 - 4/30/18
5/1/18 - 5/28/18
5/29/18 - 6/25/18
6/26/18 - 7/23/18
7/24/18 - 8/20/18
8/21/18 - 9/17/18
9/18/18 - 10/15/18
10/16/18 - 11/12/18
11/13/18 - 12/10/18

2019

12/11/18 - 1/7/19
1/8/19 - 2/4/19
2/5/19 - 3/4/19
3/5/19 - 4/1/19
4/2/19 - 4/29/19
4/30/19 - 5/27/19
5/28/19 - 6/24/19
6/25/19 - 7/22/19
7/23/19 - 8/19/19
8/20/19 - 9/16/19
9/17/19 - 10/14/19
10/15/19 - 11/11/19
11/12/19 - 12/9/19

2020

12/10/19 - 1/6/20
1/7/20 - 2/3/20
2/4/20 - 3/2/20
3/3/20 - 3/30/20
3/31/20 - 4/27/20
4/28/20 - 5/25/20
5/26/20 - 6/22/20
6/23/20 - 7/20/20
7/21/20 - 8/17/20
8/18/20 - 9/14/20
9/15/20 - 10/12/20
10/13/20 - 11/9/20
11/10/20 - 12/7/20

APPENDIX D

Police Corporal and Master Patrol Officer

- I. PURPOSE:** This Memorandum of Understanding outlines the mutual understanding between the parties regarding the terms and conditions of employment for the Police Corporal position and Master Patrol Officer assignment.
- II. BACKGROUND:** The Bellingham Police Department has an interest in eliminating the Master Patrol Officer Program to create a new Civil Service Police Corporal position.
- III. SCOPE:** This Memorandum of Understanding covers all Bellingham Police Guild Members.
- IV. AGREEMENT OF THE PARTIES:**

The following provisions are intended to document terms and conditions of employment for the newly created Police Corporal position and the current Master Patrol Officer assignment.

Master Patrol Officer: The Master Patrol Officer (MPO) Program will be eliminated effective January 8, 2018. Members currently assigned as MPO's will no longer receive the MPO premium and will no longer be responsible for performing the duties and functions outlined in Appendix D. All references to MPO's in the Bellingham Police Department policy manual will be removed or revised.

Police Corporal Position: The six patrol positions currently assigned as Master Patrol Officers will be converted to Police Corporal positions effective January 9, 2018. The new Police Corporal positions will be filled from an eligibility register created by a competitive Civil Service promotional process. It is the Department's intent to expand the Corporal program to eight Police Corporal positions at a future date.

Police Corporal Seniority: Seniority will be determined by date of promotion into the Police Corporal position.

The following provisions regarding seniority apply only to a one time selection process and are non-binding and non-precedent setting for any future promotional processes for the position of Police Corporal. The date of promotion for the first six Police Corporal positions will be the same. Seniority will be determined by each employee's cumulative seniority as a commissioned officer with the Bellingham Police Department. The more senior employee at the Department will then be the more senior Police Corporal. Use of cumulative seniority with the Bellingham Police Department to determine seniority for the Police Corporal position will only apply to the first six employees who receive an offer of promotion and will not apply to any subsequent promotions to the position.

Police Corporal Work Schedule: Police Corporals will be assigned to Patrol and will work the "10 Hours/40 minutes" work schedule outlined in Article 3.1 of the CBA.

Police Corporal Shift Bidding: Police Corporals will bid for shifts following the Sergeant shift bid, based on seniority in the position. Only one Police Corporal shall be

assigned per shift.

Police Corporal Vacation Bidding: Police Corporals shall bid vacation by seniority in position after Patrol Sergeants have completed their vacation bid. Police Corporals may not bid the same vacation blocks as the Sergeant assigned to the same shift on each team. Police Corporals will be included in overall Patrol Personnel vacation bidding provisions outlined below:

1. No more than 6 patrol personnel below the rank of Sergeant may bid for the same vacation period.
2. No more than two patrol personnel below the rank of Sergeant per shift on each team may be on vacation during any five day work period. Normal days off between five day work periods may overlap. For the purposes of vacation selection, the 0620 and 0820 shifts will be combined.
3. For the purposes of this section patrol personnel below the rank of Sergeant shall include Patrol Officers, Crime Scene Investigators and Police Corporals. DRO officers and Bicycle Officers shall not be included in the patrol personnel bidding list.

Police Corporal Wage Placement: The position of Police Corporal shall be allocated to Salary Grade 31 of Plan D, which is currently \$7,393-\$7,843 per month.

10 Hours/40 Minutes Work Schedule Escape Clause: Modify existing language in the Collective Bargaining Agreement to read "Upon 30 days' notice, the Police Chief may return operations to the traditional 5 Day/8 Hour Day work week if the loss of budgetary authorization of 4 full time equivalent (FTE) patrol positions at Grade 29 - Patrol Officer or Grade 31 - Police Corporal below the current 40 authorized ~~grade 29 FTE patrol~~ positions at Grade 29-Patrol Officer and Grade 31-Police Corporal. Upon restoration of staffing numbers to 40, such 10 hour/40 minute work schedule will resume". {City proposal, Agreed 2/21/2018}

APPENDIX E

Bellingham Police Department Memorandum

INTERNAL INVESTIGATION WARNING

I wish to advise you that you are being questioned as part of an official investigation of the Bellingham Police Department. You will be asked questions specifically directed and narrowly related to the performance of your official duties or fitness for office. You are entitled to all the rights and privileges guaranteed by the laws and the Constitution of this state and the Constitution of the United States, including the right not to be compelled to incriminate yourself.

I further wish to advise you that if you refuse to testify or to answer questions relating to the performance of your official duties or fitness for duty, you will be subject to departmental charges which could result in your dismissal from the Police Department. If you do answer, neither your statements or any information or evidence which is gained by reason of such statements can be used against you in any subsequent criminal proceedings.

Employee

Date

Investigating Officer

Witness

APPENDIX F

HEALTH AND WELFARE

1. Hospital and Medical Benefits.

Medical insurance will be provided to the bargaining unit members through the Association of Washington Cities (AWC) Employee Benefits Trust. During the term of this Agreement the Guild and the City agree in principle to partner in exploring comparable plans through other vendors that would provide a premium-savings.

- a. **Employees and Dependents:** Effective January 1, 2017, employees will have the choice of the following plans: AWC's Regence HealthFirst 250 Preferred Provider Organization (PPO) Medical Plan, Kaiser \$20 Co-Pay Plan, Kaiser Access PPO Plan or the Regence High Deductible Health Plan (HDHP) with Health Savings Account (HSA). No plan will be offered that triggers a federal excise tax (including employer contributions to the HSA).
- b. **Premium Sharing:** The City will pay 100% of the premium cost for employee coverage.

Effective January 1, 2017, bargaining unit members will pay 10% of the medical insurance premiums for dependent coverage for the AWC Regence HealthFirst 250 Preferred Provider Organization (PPO) Medical Plan. Bargaining unit members will pay 2% of the medical insurance premiums for dependent coverage for the Kaiser \$20 Co-Pay Plan. Bargaining unit members will pay 0% of the medical insurance premiums for dependent coverage for the Kaiser Access PPO Plan and the Regence High Deductible Health Plan with Health Savings Account.

- c. **High Deductible Health Plan (HDHP) with Health Savings Account (HSA):** For employees choosing the Regence HDHP the City's contributions to the HSA will be paid into the employee's account in 24 equal semi-monthly contributions as described below.

SEMI MONTHLY HSA CONTRIBUTIONS

- Employee only - \$84.00 (2,016.00 annually)
- Employee + 1 child - \$125.00 (3,000.00 annually)
- Employee + 2 child - \$184.50 (4,428.00 annually)
- Employee + spouse - \$166.67 (4,000.08 annually)
- Employee +spouse+1 child - \$208.34 (5,000.16 annually)
- Employee+spouse+2 child(ren) - \$267.00 (6,408.00 annually)

The City will identify a financial institution for management of HSA accounts. Reasonable administrative fees imposed by the HSA vendor will be

debited to individual accounts. Employees may elect to make additional contributions to the HSA from their own salary. The combined annual contributions by the City and the employee may not exceed the maximum allowable by the Internal Revenue Service without incurring penalties or loss of the tax advantaged status. During open enrollment or when there is a qualifying event, employees may adjust their contribution amounts.

- d. If AWC changes the terms of the AWC Regence HealthFirst 250 plan or the Regence High Deductible Health Plan with Health Savings Account, or Kaiser changes its Cooperative Plans identified above, the City can implement those changes on the date the change is effective per AWC. The City will provide the Guild thirty days advance notice of the changes. In the event the changes substantially and materially impact bargaining unit members in an adverse fashion, the Guild may bargain the impacts of the change(s). When bargaining impacts, the parties will consider both the impact on employees of the changes and the amount of additional premium paid by the City for insurance for that year.
- e. **Annual physical exam:** The annual (over age 40)/biannual (under age 40) physical is available to employees through their medical plan. The City will reimburse such employee up to \$400 for out of pocket expenses not reimbursed through AWC to ensure the \$400 benefit level provided by their AWC plan.

- 2. **Establishment of Health and Welfare Committee.** The City hereby agrees to maintain a Health and Welfare Committee. This Committee shall meet annually, or as otherwise required, on City time.

The Committee shall make a good faith effort to inform all affected employees on how to reduce costs of the medical, dental and vision services. It is further agreed that the Guild will take an active role in promoting and educating its members in prudent health care use. The Committee shall be made up of 3 members appointed by the Mayor and 1 member appointed by the Guild.

- 3. **Organized Benefit Communication Program.** An organized benefit communication program shall be established for the purpose of providing updates on benefits, tips for using health services, and other information to assist in monitoring claims.
- 4. **Wellness Program.** The City agrees to have in place a program (a) to provide employees with information, advice and activities concerning health and fitness with the goal of encouraging healthy lifestyle behaviors to reduce the risk of serious disease and injury, and (b) to encourage bargaining unit members and their families to utilize medical benefits wisely and in a cost-savings manner.
- 5. **Dental and Vision Coverage.** The Guild agrees to establish a trust program to provide dental and vision coverage for bargaining unit members and dependents. For the calendar year 2018, the City shall pay into the trust an amount equivalent to the then current contribution made by the City into the City-wide Plan for such

coverage. Effective 1/1/2019, the City shall pay monthly into the trust the following amounts to provide dental and vision coverage for bargaining unit members and dependents.

DENTAL

Employee	\$60.16
Employee + 1 Dependent	\$111.32
Employee + 2 Dependents	\$174.07

VISION

Per member per month	\$10.00
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Should additional funds be required, the employees shall be responsible for all such amounts, and shall assume all risk in connection with this program. The determination of eligibility requirements, benefit coverage, and all other related matters shall be the responsibility of the Guild, and not the City. The Guild agrees to provide the City, upon request, with all information which is reasonably necessary to enable the City to periodically evaluate this benefit program, and ensure itself that funds are being properly spent.

- 6. Life Insurance.** The City shall provide employees for the term of this agreement life insurance coverage in an amount equal to 2 times the employee's annual salary, effective as soon as administratively possible following ratification and signing of this agreement by both parties. Life insurance shall remain in force for the duration of approved FMLA or Military Leaves.
- 7. COBRA.** Employees shall be entitled to receive those health and welfare benefits provided by the Federal Comprehensive Omnibus Budget Reconciliation Act of 1986.
- 8. Employee Benefits During Leave of Absence Without Pay** shall be in accordance with City Policy PER 7.1.9.
- 9. Verified Same-Sex Domestic Partner Benefits.** For the purposes of Appendix F, (medical, dental, vision, but not including the medical Opt-out Incentive), an employee's "verified same-sex Domestic Partner" and dependents shall be eligible to enroll in employee health benefit programs, similar to those provided to a spouse and dependents, until June 30, 2014. After June 30, 2014, same-sex Domestic Partners shall not be eligible for coverage under the health benefit program.
- 10. Voluntary Health Plan Opt Out of Medical Plan with Financial Incentive**
Guild members will be eligible to receive a City financial incentive paid to employees declining coverage on the City's medical plan in accordance with the City Opt-Out Policy.

The Employer will provide an incentive for Medical Opt-out to employees who voluntarily opt-out of the City medical coverage. Effective January 1, 2017, the medical opt-out incentive shall be calculated as fifty percent of the average of the

City's monthly contributions to the two most expensive plans at each coverage tier.

- Payable monthly as taxable wages. Capped at employee, one spouse and two children.
- Paid only if opt-out (un-enrollment) causes a decrease in the actual premiums the City is paying.

APPENDIX G

MEDICAL RELEASE

I, _____, hereby release
Dr. _____ to provide the following medical
information to my employer. In accordance with sections 102(c)(B), 102(c)(C) and
102(c)(4)(C) of the Americans with Disabilities Act, the above-named doctor is required
to maintain all medical records in association with the examination of me on separate
forms and in separate medical files and must treat those records as a confidential
record with the following exceptions:

The above-named doctor may advise my employer regarding:

Psychological or physical fitness to perform all the essential functions of my
current job classification;

If unable to perform all those functions, the duties that I am able to perform and
which duties I am not able to perform;

If unable to work at this time, when I can reasonably be expected to return to
work at my regular duties;

Any necessary restrictions on my work or duties;

Any necessary accommodations which may be required to allow me to perform
the essential functions of my current job classification; and

Any recommendation for psychotherapy or other form of therapy, counseling or
medical treatment.

This Release is intended to grant no further access to my confidential medical records
than the Americans with Disabilities Act allows, and the examining physician is
instructed accordingly.

Patient

Date