

**Agreement Between  
The City of Bellevue  
and  
The Bellevue Police Officers Guild**

**January 1, 2018 thru December 31, 2020**



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## **2018 THROUGH 2020 AGREEMENT**

BETWEEN  
THE CITY OF BELLEVUE  
AND  
THE BELLEVUE POLICE OFFICERS GUILD

### **PREAMBLE**

The provisions contained herein constitute an agreement between the City of Bellevue and the Bellevue Police Officers Guild governing wages, hours and working conditions for members of the Bellevue Police Department holding the rank of Sergeant, Corporal and Police Officer. Unless otherwise expressly provided herein, the provisions of this agreement shall be effective upon ratification.

### **ARTICLE 1 - PURPOSE**

The purpose of the City and Guild in entering into this agreement is to set forth their complete agreement with regard to wages, hours and working conditions for the employees in the bargaining unit so as to promote the efficiency of law enforcement; public safety; the morale and security of employees covered by this agreement; and harmonious relations, giving recognition to the rights and responsibilities of the City, the Guild and the employees. No employee shall be deprived of any rights or freedoms afforded any ordinary citizen by the U.S. Constitution or by the laws of this state.

### **ARTICLE 2 - DEFINITIONS**

As used herein, the following terms are defined as follows:

- 2.A "Employer" means the City of Bellevue, Washington.
- 2.B "Guild" means the Bellevue Police Officers Guild.
- 2.C "Employee" means a full-time Sergeant, Corporal or Police Officer, in the bargaining unit (as defined in subparagraph "D" hereof) covered by this agreement.
- 2.D "Bargaining Unit" as used herein shall include all full-time commissioned Sergeants, Corporals and Police Officers in the City of Bellevue Police Department.
- 2.E "Hourly rate" means the base hourly rate of pay (as calculated) from the monthly rates of pay as set forth in Appendix "A" to this agreement.
- 2.F "Regular Rate" shall include base hourly rate, the Premiums included in Article 12(F), and Longevity/Education Premium pay if applicable.
- 2.G "Department" means the Bellevue Police Department.

- 2.H "Vacation" means a scheduled work day or accumulation of scheduled work days on which a full-time employee may, by pre-arrangement, continue to receive the regular rate of compensation although he does not work.
- 2.I Wherever words denoting a specific gender are used in this agreement, they shall be construed to apply to either gender.
- 2.J "Service Credit Date": An employee's service credit date shall be the employee's most recent date of hire with the City of Bellevue. An employee whose hire date occurs on or between the first and the fifteenth of any month will establish his/her service credit date on the first of that month. An employee whose hire date occurs on or between the sixteenth and the last day of the month will establish his/her service credit date on the first of the following month. LEOFF I employees who are absent from work due to a disability or disability retirement shall not have their service credit dates adjusted for the period of disability or disability retirement; LEOFF II employees who are absent from work due to a disability or disability retirement shall not have their service credit dates adjusted for the period of disability or disability retirement if they return to work within five (5) years after the commencement of their disability leave.
- 2.K "Furlough Day": A furlough day is one of the two or three days per week normally scheduled as a day off.

### ARTICLE 3 - RECOGNITION

The Employer recognizes the Guild as the exclusive bargaining representative on matters concerning wages, hours and working conditions for the employees in the bargaining unit (as defined in Article 2 subparagraph "D").

### ARTICLE 4 - NON-DISCRIMINATION AND COMPLIANCE

The Employer and Guild mutually agree to abide by state and federal laws pertaining to discrimination of employees or applicants for employment. Any claim of unlawful discrimination must be processed by the individual employee privately through the appropriate local, state or federal agency or through the courts and shall not be subject to the grievance procedure. Employees believing they may have been discriminated against shall comply with City policies concerning notification to the City.

### ARTICLE 5 - DEDUCTION OF DUES

Upon proper written authorization from an employee, the Employer agrees to deduct from the wages of that employee a sum certified as Guild dues once each month and forward the sum to the Bellevue Police Officers Guild. The City shall be held harmless from any and all claims by the Guild or the employees against the City which may arise out of the City's compliance with this Article and/or Article III - Recognition, unless such claim is based upon an error by the City. An employee may revoke authorization for payroll deduction of payments to the Guild by written notice to the City. The City will cease the dues deduction the next scheduled deduction after receiving notice of revocation of the authorization. The City shall notify the Guild within 15 working days when it receives a notice of revocation.

## ARTICLE 6 - EMPLOYER RIGHTS

The Guild recognizes the prerogative and responsibility of the Employer to operate and manage its affairs in all respects in accordance with its lawful authority. The powers and authority which the Employer has not expressly abridged, delegated or modified by this Agreement are retained by the Employer. The Guild agrees that there are management rights not set out in "A - N" below, retained by the employer, subject to the requirements of RCW 41.56.

Management rights and responsibilities for which the Guild waives any right to bargain under Chapter 41.56 RCW, unless otherwise specifically noted shall include the following:

- 6.A To discipline, suspend, demote, discharge employees for just cause except that this section shall not apply during any employee's probationary period except to the extent provided in Article 33 below.
- 6.B To recruit, hire, promote, fill vacancies, transfer, assign, and retain employees, subject to Civil Service Rules and Regulations provided that this section shall not operate as a waiver of the Guild's right to bargain proposed changes in Civil Service Rules and Regulations.
- 6.C To lay off employees for lack of work or funds or other legitimate reasons in accordance with Civil Service Rules.
- 6.D To determine number of personnel (e.g., total per shift and per equipment), the methods and equipment for operations of the department.
- 6.E To classify jobs.
- 6.F To determine the duties to be performed by employees in classifications included in the bargaining unit.
- 6.G To determine shift business hours.
- 6.H To determine the length of shifts, starting and quitting times in accordance with Article 10 of this Agreement.
- 6.I To schedule work.
- 6.J To direct employees.
- 6.K To discontinue work that would be wasteful or unproductive.
- 6.L To assess the employee's performance and ability to perform the job.
- 6.M To control Police Department budget.
- 6.N To take any interim action necessary in event of emergency.

## ARTICLE 7 - DEPARTMENT RULES, POLICIES AND PROCEDURES

- 7.A The operation of the Department and the conduct of the employees shall be governed by the Bellevue Police Department Policies/Rules/Procedures Manual as it exists upon the effective date of its agreement.
- 7.B The process for changing terms and conditions of employment for the bargaining unit that are mandatory subjects of bargaining shall comply with state law and this contract.
- 7.C Should the Employer wish to implement or change a term or condition of employment that is a management right by law or contract, the employer will explain the change to and accept feedback from the Guild prior to implementing the change.

## ARTICLE 8 - EMPLOYEE RIGHTS - DISCIPLINARY INVESTIGATIONS

- 8.A The Employer agrees that it will not suspend an employee without pay unless it is pursuant to a final act of discipline initiated by the Department. Placing an employee on administrative leave with pay is not an act of discipline.
- 8.B Disciplinary Investigations. In criminal matters, an employee shall be afforded those constitutional rights available to any citizen. In administrative matters relating to job performance, the following guidelines shall be followed:
  - 8.B.a "Interrogation" as used herein shall mean questioning by an agent of the Department who is conducting an investigation of the employee being interrogated, when the agent knows (or reasonably should know) that the questioning could reasonably result in the employee being suspended, demoted, or terminated, and as opposed to a routine inquiry. Prior to an interrogation, an officer will be advised of his/her right to Guild representation.
  - 8.B.a.1 Although the placement of an employee on a Performance Improvement Plan is not discipline, prior to being placed on a formalized Performance Improvement Plan, an officer will be advised that he or she may have Guild representation.
  - 8.B.b Before interrogation, the employee shall be informed of the nature of the matter in sufficient detail to reasonably apprise him/her of the matter.
  - 8.B.c Any interrogation of an employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigencies of the investigation dictate otherwise.
  - 8.B.d Any interrogation shall take place at the City Police Department, except when impractical.
  - 8.B.e The questioning shall not be overly long and the employee shall be entitled to such intermissions as are reasonably necessary.

- 8.B.f The employee shall not be subjected to any offensive language or abusive questioning, nor shall he/she be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain his/her resignation.
- 8.B.g The Employer shall not require any employee covered by this Agreement to take or be subjected to a lie detector test as a condition of continued employment.
- 8.B.h The Department may, and upon request will, record any interrogation. An officer may receive, upon request, a copy of the officer's recorded/transcribed (if made) interrogation.
- 8.B.i Where reasonably possible, discipline shall be imposed within 60 days of the completed investigatory file, as well as any disciplinary recommendations, having been turned over to the Chief.
- 8.B.j Nothing herein shall be construed as a waiver of any right the Guild has to request information under RCW 41.56.
- 8.B.k The parties will work in good faith in resolving issues that arise through implementation of this Article.

#### ARTICLE 9 - PERFORMANCE OF DUTY

Employees shall perform their assigned duties to the best of their ability. The Guild and Employer agree that there shall be no strikes, lock-outs, slowdown, speedups, stoppage of work or any interference with the efficient operation of the Department.

#### ARTICLE 10 - HOURS OF WORK

- 10.A. The basic week of service for each employee shall be not more than forty (40) hours. The basic work week shall be defined as Sunday 0700-Sunday 0700.
- 10.B. Such week of service shall consist of five (5) eight (8) hour work days or four (4) ten (10) hour work days, including meal time, or any other arrangement agreeable to the Guild and the Employer and not detrimental to the efficient rendering of police service. During the term of this agreement, the Employer will maintain the current 4/10 shift configuration for uniformed routine patrol and traffic assignments, unless otherwise agreed between the parties in writing.
- 10.C. Each employee working five (5) eight (8) hour work days shall receive one hundred and four (104) furlough days per year. Each employee working four (4) ten (10) hour work days shall receive one hundred and fifty-six (156) furlough days per year.
- 10.D. Each employee shall be assigned a regular starting time which normally shall not be changed prior to the beginning of the following week, except by mutual agreement between the parties. However, nothing herein shall limit the Employer's option to temporarily alter the time of such shifts when circumstances arise which would require such change in the interest of public safety or the efficiency of law enforcement. Shift changes will not be made for the purpose of appearing in court. Excluding shift changes, an employee's assigned work schedule will not include more than four (4) work days in succession when assigned to patrol or five (5) work days in succession, otherwise, without payment of Overtime.

- 10.E Shift Exchanges - Employees may exchange shifts if such exchanges are approved in advance and in writing by the respective employee's immediate supervisor (i.e. Sergeant or above). The request will include the dates of the shifts upon which the trade(s) will occur. Such exchanges shall incur no additional expense or loss to the Employer. A "shift" shall be defined as a normal eight (8) or ten (10) hour work day. Shifts may be exchanged for up to the full extent of a six-month period upon approval of both shift supervisors involved and a watch commander for the period of the exchange. The employer reserves the right to deny shift exchanges for operational considerations, e.g. each employee's work activity, the balance of work experience on both shifts and any other reason which may affect the day-to-day operations of the department or the employees involved. Once a shift trade has been approved, the employee who has agreed to work a shift shall be responsible for appearing for duty and any leave taken shall be charged to that individual. All shift trade(s) must be repaid within the same calendar bid year.
- 10.F If a patrol shift transfer, temporary or permanent, is required due to staffing needs, the Department shall first ask, through the use of a group email, if any qualified employee wants to voluntarily fill the open shift. If no one volunteers, or if the volunteers are not available to transfer because of departmental needs, then the shift transfer shall be accomplished by involuntary shift movement based on seniority with the least senior person on the squad being moved.
- If an assignment transfer, temporary or permanent, of an employee in a specialty unit is required due to staffing needs, the Department shall first ask, through the use of a group email, if any qualified employee wants to voluntarily fill the open assignment. If no one volunteers, or if the volunteers are not available to transfer because of departmental needs, then the assignment transfer shall be accomplished by an involuntary transfer of the employee who has the least amount of current consecutive time in the specialty unit.
- 10.G Canine Officer Schedules – Canine officers spend time caring for their canine, including but not limited to feeding, grooming, and training. The Guild and Employer agree that a reasonable estimate of time canine officers spend caring for their canine is one hour per day. Therefore, a canine officer's schedule will be 40 hours per week including seven hours of canine care time. If a canine officer kennels his/her dog, the officer must use his/her own accrued paid leave to cover the canine care time while the dog is kenneled.

## ARTICLE 11 - OVERTIME

### 11.A Daily and Weekly Overtime

All work performed in excess of forty (40) hours in a workweek or in excess of the employee's assigned work schedule shall constitute overtime and shall be paid for at one and one-half the employee's regular hourly rate of pay. Overtime shall be computed and based upon actual time worked unless otherwise specified in this collective bargaining agreement. All overtime will be paid, but must be authorized by the Chief of Police or his designee. Employees who are off duty and who provide assistance by telephone for a Police Department related matter will be compensated for the actual time spent on the phone, provided the phone call lasts five (5) minutes or longer. Calls that last less than five (5) minutes shall be considered de minimis and will not be compensated, except that, if on a furlough day or between shifts, an employee

receives a series of phone calls that in total exceed five (5) minutes in duration, such time shall be paid for the total actual time spent on the phone calls.

#### 11.A.1 Compensatory Time in Lieu of Overtime

Compensatory time credit may be accumulated, in lieu of overtime pay, in a compensatory time bank of up to forty (40) hours maximum. The current practice for the use of compensatory time and vacation time will be maintained, consistent with the following agreement of the parties:

- 11.A.1.1 Compensatory time when used as leave shall be treated the same as vacation.
- 11.A.1.2 When compensatory time has been approved and placed in the Department's timekeeping system (currently Telestaff), it will be treated in the same manner and given the same priority as vacation.
- 11.A.1.3 If the compensatory time off request is not approved, within a reasonable amount of time, the supervisor and employee will strive to mutually select another day off.
- 11.A.1.4 The maximum amount of compensatory time that may be carried over in any given calendar year will be 40 hours.
- 11.A.1.5 Banked comp time as of December 31 of each year may be cashed out by the employee, to be paid in a lump sum, which will be based on the employee's regular hourly rate of pay as of December 31. The employee will receive this additional pay on the first paycheck of the following year.
- 11.A.1.6 In the event an employee terminates or is promoted to an exempt position, compensatory time accumulated in lieu of overtime pay will be paid on the nearest available paycheck and at the employee's regular hourly rate of pay prior to the date of termination or promotion.

#### 11.B Overtime Minimum Pay

In the event that overtime which has been specifically authorized by supervisory or command personnel is not an extension at the beginning or end of a normal shift, the employee shall be paid for the actual time worked with a minimum equivalent of three (3) hours at the overtime rate.

#### 11.C Pay for Court Appearances

- 11.C.1 In the event that an employee is required by subpoena or specifically assigned by supervisory or command personnel to appear to testify in court outside his regular scheduled work hours, he shall be paid at the rate of 1-1/2 times his straight time hourly rate for the actual time in court with a minimum equivalent of three (3) hours at his overtime rate for the time he is required to be present in court.
  - 11.C.1.1 In the event an employee is not notified by 12:00 noon forty-eight (48) hours prior to a scheduled or subpoenaed court appearance (Bellevue District Court or municipal court only) on a regularly scheduled day off that such an appearance is not necessary, that employee shall receive 2.5 hours at the straight time rate of pay unless he is actually required to appear in which case section 1 shall apply. The employer shall bear the burden of notification provided that the employees shall provide the Department with

current and accurate notification information.

11.C.1.2 As used in this article, "assigned by supervisory or command personnel to appear" shall mean that a request to respond to court by subpoena was relayed to the Officer by the supervisor or command personnel. In the event an employee is not notified by 12:00 noon, forty-eight (48) hours prior to a scheduled or subpoenaed court appearance (Bellevue District Court and municipal court only) outside regular scheduled work hours that such an appearance is not necessary, the employee shall receive 2.5 hours at the straight time rate of pay unless he is actually required to appear in which case section 1 shall apply. The employer shall bear the burden of notification provided that the employees shall provide the Department with current and accurate notification information.

#### 11.D Other Appearances

Employees appearing in their official capacity off duty as required shall be paid overtime for the actual work performed in making such appearance with a minimum equivalent of three (3) hours at the overtime rate.

#### 11.E Standby

In the event an employee is required--by the employer, judge, prosecuting attorney, or their designees--to stand by, and such time on standby is not an extension at the beginning or end of a normal shift, the employee shall be compensated at the rate of twenty-five percent (25%) his straight time hourly rate for the actual time on standby; provided, that such compensation for pending court appearances shall not exceed twenty-five percent (25%) of the employee's straight time daily rate during any twenty-four (24) hour period.

#### 11.F Callbacks

In the event that an employee is called back to work for any other reason, the employee shall receive a minimum of 3 hours compensation at the employee's overtime rate. Callbacks shall be on a voluntary basis if possible. If the employee is required to report for work within one hour of notification of the callback, the callback shall start when the employee is notified of the callback. If the employee is required to report for work more than one hour after notification of the callback, the callback shall start when the employee reports for work.

#### 11.G Vacation Callbacks

In the event that an employee is required by subpoena to appear to testify in court or is called back to work for any other reason during an authorized vacation period, including days off (furlough days), or on a holiday, the employee shall be paid for every day that an appearance is required as follows:

11.G (1) one day's pay (8 or 10 hours pay depending on his/her regular work hours);

11.G (2) have the vacation day, holiday or furlough day restored;

11.G (3) straight-time pay for hours actually worked, with a minimum payment of 3 hours;

- 11.G (4) compensation at the rate of time and one-half for hours worked over the number of hours in the officer's normal work day;
- 11.G (5) this section does not apply to authorized vacation or compensatory time that is less than a full shift of the employee's regular work hours.
- 11.G (6) A person being called back to work on a vacation day(s), adjacent furlough day(s), or a work day outside of a person's normal shift will be compensated under this provision, except that Vacation Callbacks will not apply during the hour immediately after the employee ends his/her shift nor will it apply during the hour immediately before the employee is scheduled to return to work.
- 11.G (7) Vacation Callbacks will apply on actual vacation days but not adjacent furlough days taken in a sequential pattern lasting six consecutive weeks or more.
- 11.G (8) Any employee may exercise the right to voluntarily opt out of a Vacation Callback.
- 11.G (9) Any officer subject to a Vacation Callback must notify the supervisor of that status (e.g. that the officer is on vacation) prior to the Callback being approved. Any officer not complying with this provision will not receive the enhanced Vacation Callback and will only receive compensation at the standard time and a half rate.

This provision shall apply to furlough days that are contiguous to the vacation day(s) or to a furlough day which is contiguous to a furlough day(s) which is contiguous to a vacation day. Furlough days shall be restored through the addition of the amount of hours in the employee's normal work shift to the employee's vacation accrual. For the purposes of this section, a callback day during an authorized vacation period shall be defined as a 24-hour period commencing with the start of the employee's callback.

#### 11.H Overtime Coverage

1. The following guidelines shall apply to overtime coverage:
  1. On squads that are normally staffed with eight (8) officers, except as listed in paragraph 3 below: if there are not five (5) regular duty officers or four (4) regular duty officers and one (1) Corporal working per squad, the employer will make a good faith attempt to hire officers on voluntary overtime to provide coverage for the full shift. If the employer is unable to fill the entire shift, portions of the shift may be filled by voluntary overtime. If no volunteers can be found, the vacancy shall be filled by extending the shift of an on duty and/or incoming patrol officer.
  2. On squads that are normally staffed with nine (9) officers, except as listed in paragraph 3 below: if there are not six (6) regular duty officers or five (5) regular duty officers and one (1) corporal working per squad, the employer will make a good faith attempt to hire officers on voluntary overtime to provide coverage for the full shift. If the employer is unable to fill the entire shift, portions of the shift may be filled by voluntary overtime. If no volunteers can be found, the vacancy shall be filled by extending the shift of an on duty and/or incoming patrol officer.

3. For squads 2A and 4A on Monday, Friday, and Saturday, there is an exception that the numbers set forth in paragraphs 1 and 2 above may be reduced by one; however, this exception shall not apply when squad 2A or 4A have been shift adjusted to cover for the absence of another squad (i.e. an in service day), and in that case paragraphs 1 and 2 shall apply.
4. Twenty-four (24)-hour-a-day, seven (7)-day-a-week supervisor coverage is required in Patrol. This can either be a Sergeant, or a Corporal in an acting supervisor role. In the 24-hour time period from the beginning of Shift 1 to the end of Shift 4, excluding the overlap time, there shall be at least one Sergeant on duty as the supervisor. The supervisor is not counted in the overtime coverage trigger numbers set forth in paragraphs 1, 2, or 3 above.

## ARTICLE 12 - SALARIES

### 12.A Base Salaries

The base monthly rates of the employees' classifications covered by this agreement are contained in Appendix "A" to this agreement.

### 12.B Education Level Premiums

Effective January 1, 2018, education level premiums shall be as set forth in Appendix "B". Employees may receive both education and longevity premiums.

\*Note: Education level premium pay and longevity pay are both changing effective January 1, 2018. An employee who is negatively impacted by the change on January 1, 2018 shall be grandfathered under the 2015-2017 collective bargaining agreement and maintain their higher amount until they reach a step where the two separate structures positively impact the employee; after that point the employee will remain on the new structure. For example, an employee with less than five years of service on January 1, 2018 who has a Bachelor's Degree will continue to receive 6% (and will not receive lump sum longevity premium payments) until the employee completes five years of service at which point the employee will be eligible for 8% (3% longevity and 5% education pay).

### 12.C Longevity Premiums

Effective January 1, 2018, longevity premiums will be as follows:

Upon successful completion of FTO	\$1,000 one-time gross wage lump sum
Upon completion of 3 years of service	\$1,000 one-time gross wage lump sum

Completed Years of Service	% of Top Step Police Officer Base Wage
5 years	3%
10 years	5%
15 years	7%
20 years	9%
25 years	11%
30 years	12%

Years of service will be calculated from the original date of hire with the City of Bellevue, excluding periods of separation from employment, except separations due to disability retirement from city service.

#### 12.D Working Out of Classification

With the exception of a corporal assuming the responsibilities of the supervisor assigned to his/her squad for a period not to exceed 40 consecutive working hours, an employee who is assigned by supervisory or command personnel to perform the duties of a higher paying classification for a full eight (8) or ten (10) hour shift, whichever is applicable, shall be paid at the rate of the minimum pay (as specified in the City Salary Ordinance) for the higher paying classification in which he performs the duties for the time he is on duty in that classification. Whenever possible, the Employer will assign an employee who is on the most current promotional eligibility list to work out of classification.

Corporals will at times be assigned by a Patrol Command level officer as a shift supervisor. The City and Guild recognize that the rank of Corporal is quasi-supervisory by its nature. Corporals will be considered as working out of classification at the Sergeant rank only when written approval is obtained in advance from a Patrol Command level officer. When working out of classification, the Corporal will be logged on the Patrol schedule as a supervisor and will be using one of the supervisor radio designations such as 1boy, 2boy, 3boy or 4boy. The shift schedule will reflect the exact times that the corporal is working out of classification as a supervisor, which time shall be paid at the Step D Sergeant rate. In no event will this assignment be self-assigned. There will be only one corporal assigned to this position at a time, and the corporal shall cease acting capacity when the Sergeant he or she is acting for comes on duty.

#### 12.E Patrol Incentive Pay

Employees assigned to patrol squads listed below who are at the top step of the officer pay range, or are a corporal or sergeant shall receive an incentive pay based upon the employee's regular shift assignment. The pay shall be as follows:

Shift	Patrol Incentive Percentage
Fourth Shift – A & B	3%
Third Shift – A & B	2%
Second Shift – A & B	1%
Downtown Unit Officers and Corporals with hours that most closely resemble Third Shift hours	2%
Downtown Unit Officers and Corporals with hours that most closely resemble Second Shift hours	1%
Downtown Unit Sergeant* (If the Sergeant does not receive the Bicycle Unit Premium Pay)	2%

*\*For purposes of a Sergeant in charge of the Bicycle Unit and the Downtown Unit, that Sergeant cannot receive both the Patrol Incentive for the Downtown Unit and the Premium Pay for the Bicycle Unit; the Sergeant shall receive the higher of the two pays.*

The above percentages will be based upon the employee's base rate of pay.

## 12.F Premium Pay

The Employer will pay premium pay as follows to employees assigned primarily to the following responsibilities. Premium pay issues related to the creation of new specialties during the term of this agreement shall be subject to the requirements of RCW 41.56 et.seq.

<b>Premium</b>	<b>Monthly Premium Pay Percentage</b>
Bicycle Unit	4%
Bomb Squad	4%
Collision Investigation*	4% <sup>1</sup>
Crisis Response Team	4% <sup>2</sup>
Detective	4%
Field Training Officer	4%
FTO/K9 Sergeant	4%
K-9 (dog handlers only)	4%
Motorcycle	4%
Professional Standards Sergeant	4%
Public Information Officers	4%
SWAT	4%

*\*Employees are eligible to receive Collision Investigation premium pay prior to receiving certification, provided the employee is actively working on obtaining certification and the employee achieves certification within 2 years or as otherwise approved by the employee's Major.*

Such premiums shall be paid during those periods when an employee is assigned to such duties. If an employee is temporarily assigned to such duties, the employee shall also receive such premiums for the duration of the assignment. The above percentages will be based upon the employee's base rate of pay.

## 12.G Non-Pyramiding

In no event shall an employee receive more than one form of compensation at any one time, such as vacation, holiday or sick leave pay while receiving regular pay. All premium and incentive pays that are expressed as a percentage shall be calculated upon the base rate alone and added together with the base rate to establish the regular hourly rate of pay.

The current practice that limits members of the bargaining unit to receiving no more than one premium in Article 12.F at any one time shall be continued. Patrol incentive pay shall not be considered a premium for purposes of non-pyramiding and can be received in addition to one premium pay.

<sup>1</sup> Renamed and added eligibility note effective 1/1/18

<sup>2</sup> HNT renamed to Crisis Response Team effective 1/1/18

## ARTICLE 13 - CLOTHING AND EQUIPMENT

### 13.A Uniforms and Equipment

1. Uniforms and equipment required by the Employer shall be provided by the Employer.
2. The Employer agrees to replace clothing which is damaged in line of duty.
3. Plainclothes detectives and PIOs shall receive \$250 for clothing every (6) months.
4. Each plainclothes officer shall be entitled to have up to four (4) clothing items, worn in the line of duty, cleaned each week (in accordance with manufacturer instructions).
5. The City will not be responsible for the laundering/cleaning of police uniforms that can be washed and worn by the employee (in accordance with manufacturer instructions).
6. Extra cleaning may be authorized at the sole discretion of the Chief or designee when items are extraordinarily soiled in the line of duty.

### 13.B Safe Driving Award

If a uniformed Guild member (i.e., officer assigned to work in uniform on patrol duty) is not involved in a preventable motor vehicle accident in a calendar year, the employee shall receive a \$100 safe driving award on the second paycheck in February of the following year.

### 13.C Good to Go! Stipend

The City will provide eligible employees a stipend to help offset tolling costs during their commute to the workplace. This stipend will be available to Police Officers, Corporals, and Sergeants who do not have a take-home vehicle regularly assigned to them and reside in an area from which a toll road is a direct or quicker commute to their workplace.

The City will provide a one-time stipend of \$15 (fifteen dollars) to those who qualify to purchase a pass, i.e. "Good to Go!" pass, for those employees who do not already have one.

The City will provide a monthly stipend, pursuant to the chart below, based upon the number of tolls per week that an officer regularly assigned to a shift would incur. The monthly stipend will be paid in two equal installments on each paycheck:

<b>Number of Tolls Per Week</b>	<b>Monthly Stipend</b>
<b>2</b>	<b>\$20</b>
<b>3</b>	<b>\$30</b>
<b>4</b>	<b>\$40</b>
<b>8</b>	<b>\$80</b>
<b>10</b>	<b>\$90</b>

To qualify for the stipend, an employee must establish and agree that:

1. They are employed by the Police Department as either an Officer, Corporal, or Sergeant position.
2. The employee must work at least one regularly scheduled shift per week during which they would be commuting during a time when there is a toll in place and a toll pass could be used.
3. The employee must be on active duty and be reporting to work at least one week out of the month to qualify for the monthly stipend.
4. The employee has not been assigned a take home vehicle on a regular basis.
5. The employee must verify their home address is located within a zip code from which a toll road is an available route to into work.
6. The employee must notify the City if they move from the home address that originally qualified for the stipend.
7. The employee will make available, if requested, tolling receipts to verify their use of the stipend if needed for auditing purposes.
8. The employee remains personally liable for any tolls, fees, or fines that are associated with their account or their use of tolling lanes, regardless of the existence of the stipend.

For those employees who are assigned to a "1040" schedule during the trial patrol schedule, the employee will receive the following monthly stipend, if they meet the criteria for the program, depending upon their regularly assigned shift as follows:

Shift	Monthly Stipend
1A & B	\$54
2A & B	\$54
3A & B	\$28
4A & B	\$28

#### ARTICLE 14 - FIREARMS

No sergeant, corporal or police officer shall be required to work without a firearm while performing police powers.

## ARTICLE 15 - HOLIDAYS

- 15.A Employees shall receive 8 hours of leave credit on and in lieu of the following twelve (12) traditional holidays. Effective January 1, 2019, employees shall receive 10 hours of leave credit on and in lieu of the following twelve (12) traditional holidays. Such leave credit is earned regardless of whether the employee actually works the holiday.
1. New Year's Day
  2. Martin Luther King's Birthday
  3. President's Day
  4. Memorial Day
  5. Fourth of July
  6. Labor Day
  7. Columbus Day
  8. Veteran's Day
  9. Thanksgiving Day
  10. The Friday after Thanksgiving Day
  11. Christmas Eve
  12. Christmas Day
- 15.B No salary reduction shall be made for an employee who does not work on one of the above specified holidays which occurs on a regularly scheduled work day if the employee is authorized by command or supervisory personnel to not work that day, provided the employee works or is authorized to be absent the last scheduled work day before the holiday and the first scheduled work day following the holiday.
- 15.C Working on a Holiday: An employee who works on a holiday shall receive one other day (8 hours) off in lieu of the holiday which shall be added to the employee's vacation time. Effective January 1, 2019, the 8 hours will be increased to 10 hours.
- 15.D An employee who does not work on a holiday which occurs on a scheduled day off shall receive one other day (8 hours) in lieu of the holiday which shall be added to the employee's vacation time. Effective January 1, 2019, the 8 hours will be increased to 10 hours.
- 15.E Super Holidays: In the event an essential employee works New Year's Day, President's Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving, Friday After Thanksgiving, Christmas Eve, or Christmas (super holidays), the employee shall be paid time and one-half the employee's straight time hourly rate for each hour worked on the holiday. This pay is an additional half-time pay over the employee's regular straight time rate of pay.
- 15.E.1 Essential personnel means any employee who is required to work on a "super holiday". All other employees are non-essential.
- 15.E.2 Existing practice regarding non-essential employees voluntarily working regular holidays, New Year's Day, Memorial Day, and Labor Day shall be continued provided such non-essential employees shall not receive holiday overtime for working such days but would receive regular overtime for hours worked that exceed their normally scheduled shift.

- 15.F Holiday Sell-back: Employees may elect to sell back to the City up to the annual accrual of holiday hours. Employees shall be paid for such time at the straight time rate. Employees shall notify the employer during the month of June of each year of the agreement as to the number of unused holiday hours they wish to sell. Employees shall be paid for the cashed-in holiday hours no later than the first payday in November. The provisions of this section shall not affect an employee's right to compensation under Section E of this Article.

#### ARTICLE 16 - VACATIONS

- 16.A Each full-time employee shall accrue vacation time as set forth below, based on the employee's continuous length of service accumulated as of the most recent anniversary date of the employee's employment. Effective January 1, 2019, each full-time employee shall accrue vacation time as set forth below, based on the employee's length of commissioned law enforcement service. For purposes of vacation accrual only, commissioned law enforcement service shall be defined to include periods of service with prior employer(s), with the following exception: in the event of a break in commissioned law enforcement service of two years or more, all service prior to the break in service shall be disqualified from consideration for purposes of vacation accrual. New employees must provide the Employer with proof of commissioned law enforcement service prior to being hired by the Employer in order to receive credit for purposes of vacation accrual from the date of hire (otherwise, vacation accrual will be adjusted the first pay period after verified proof of prior commissioned law enforcement service has been provided).
- 16.B An employee hired on or before the fifteenth (15th) day of any month shall accrue vacation leave from the first day of that month. An employee hired on or after the sixteenth (16th) day of any month shall accrue vacation from the first day of the next month following.
- 16.C Vacation time shall accrue monthly on the following basis:
- | <u>Length of Service</u> | <u>Annual Leave<br/>in 8-Hour Days</u>   | <u>Monthly Rate of<br/>Annual Leave in Hours</u> |
|--------------------------|--|--|
| 0 through 4 years        | 13   | 8.7  |
| 5 through 9 years        | 16   | 10.7   |
| 10 through 14 years      | 19   | 12.7   |
| 15 through 20 years      | 22   | 14.7   |
| 21 years and beyond      | An additional 8-hour day for each year of service up to and including 30 years of service. This time shall accrue monthly. |  |
- 16.D An employee who ceases to be an employee of the Employer shall receive a sum of money equal to the employee's accrued vacation balance for any accrued vacation time which has not been used at the employee's regular rate of pay.
- 16.E Upon the death of an employee in active service, the accrued vacation pay of the deceased employee will be paid to the same individual to whom is paid the employee's accrued wages.
- 16.F Vacation Accrual Limits: Vacation leave shall not accumulate from year to year without limit. At the beginning of each calendar year each regular full-time employee may retain, in his/her personal account, a maximum number of vacation leave hours earned during the preceding

calendar year plus forty (40) hours; provided, however, such employees may, under special circumstances, retain in their personal accounts a number of vacation leave hours in excess of the maximum where determined not to be contrary to the interests of the City as determined and approved by the City Manager in writing or required by law.

- 16.G It is the intent of this agreement to allow an employee to use accrued vacation time in cases of emergency such as serious illness or serious injury in the immediate family.
- 16.H An employee who is compensated thirteen (13) days or more in any one calendar month shall accrue vacation time during that month.
- 16.I For patrol, vacation leave requests (and comp time leave requests) will be authorized subject to the following:
- (1) January Requests for January Leave: Vacation Leave requested in the month of January for days in the month of January will be approved on a first come first served basis, regardless of seniority, immediately upon request if that request does not take the officers squad below five (5) officers or four (4) officers and one corporal. Vacation leave will be approved immediately if that request leaves the officer's squad with five (5) officers or four (4) officers and one (1) corporal, provided that no more than three (3) officers are on leave at one time. If a squad is assigned nine (9) officers, then the officer's squad must be left with six (6) officers or five (5) officers and one (1) corporal for a leave request to be approved.
  - (2) January Requests for February-December Leave: Vacation Leave requests made in the month of January for days in the months from February through December will be approved by January 31. The leave will be approved on a seniority basis. Vacation leave will be approved immediately if that request leaves the officer's squad with five (5) officers or four (4) officers and one (1) corporal, provided that no more than three (3) officers are on leave at one time. If a squad is assigned nine (9) officers, then the officer's squad must be left with six (6) officers or five (5) officers and one (1) corporal for a leave request to be approved. This paragraph applies to every day between February 1<sup>st</sup> and December 31<sup>st</sup>. Provided that command personnel have the prerogative to limit the number of officers off on 4<sup>th</sup> of July and other special events (e.g. marathon) in order to meet Department safety and/or staffing requirements.
  - (3) February through December requests for Vacation Leave in those months: Vacation Leave requested in the months of February through December will be approved on a first come first served basis without regard to seniority. Vacation leave will be approved immediately if that request leaves the officer's squad with five (5) officers or four (4) officers and one (1) corporal, provided that no more than three (3) officers are on leave at one time. If a squad is assigned nine (9) officers, then the officer's squad must be left with six (6) officers or five (5) officers and one (1) corporal for a leave request to be approved. Provided that command personnel have the prerogative to limit the number of officers off on 4<sup>th</sup> of July and other special events (e.g. marathon) in order to meet Department safety and/or staffing requirements.
  - (4) Vacation Requests for the following January: Vacation leave requests made for days in January of the following year must meet all the criteria of paragraph (3). Prior to the posting of the next year's shift schedule, these requests can be approved by the scheduling Captain.

Once the next year's shift schedule is posted, they can be approved by the officer's future supervisor.

- (5) Consistent with current practice, the maximum leave numbers set forth above shall not prevent or prohibit the employer from infrequently granting an additional officer(s) leave, depending on the totality of the circumstances (reason for the request, staffing level for the shift, known events, etc.). Any exception shall be treated on a case by case basis, in the sole discretion of the employer, keeping in mind that the minimum staffing levels set forth above are established to ensure effective, efficient law enforcement services and public safety.

#### ARTICLE 17 - LEAVES

- 17.A Bereavement: A full-time employee who has a member of his immediate family taken by death may request up to six work days off without loss of pay per occurrence. Once requested, all days must be used within sixty (60) days of death unless otherwise approved by the Police Chief in consultation with Human Resources. Immediate family shall be defined as employee's parent, sister, brother, spouse, children (natural, step, adopted, or foster), step-parents, mother-in-law, father-in-law, grandparents, great-grandparents, grandchildren, great-grandchildren, domestic partner and no other persons.
- 17.B Family Emergency Leave: Should a serious illness occur in the employee's immediate family requiring his/her presence, the employee may be granted Family Emergency Leave without loss of pay; provided 1) requests for such leave shall be made at least twenty-four (24) hours in advance, except in the case of a sudden emergency, 2) such leave is approved by the department head, or his designee, 3) such leave does not exceed forty (40) hours per incident and 4) the employee provides a written guarantee to the Employer that he/she will pay back the time to the City within a six month period after returning to work from said Family Emergency Leave. It is the intent of this provision that the cost to the City of the time off for Family Emergency Leave will be no greater than if the emergency had not occurred. Family Emergency Leave is not intended to interfere with the employee's authorized use of accrued, unused paid sick leave.
- 17.C Employees will be allowed to use accrued leave and benefits in accordance with relevant State and Federal family leave laws.
- 17.D Military Reserve Leave: Any employee called to military reserve duty will be compensated for not more than twenty-one (21) work shifts during each calendar year beginning October 1<sup>st</sup> and ending the following September 30<sup>th</sup>, at the regular rate of pay, or unless otherwise required by RCW 38.40.060.
- 17.E Department Shared Leave: The City's Shared Leave Policy shall apply to members of the bargaining unit on a Police Department-wide basis.

#### ARTICLE 18 - PENSIONS AND SICK LEAVE FOR LEOFF II PERSONNEL

- 18.A Pensions for employees and contributions to pension funds will be governed by the Washington State statute in existence at any given time during the term of this agreement.
- 18.B Sick Leave Accruals: It is agreed that commissioned officers hired on or after October 1, 1977, and covered by LEOFF II, shall receive sick leave accruals at a rate equivalent to eight (8) hours

of leave per completed calendar month of on-the-job duty. The maximum balance an officer may carryover from one calendar year to the next is one thousand four hundred and forty (1,440) hours. It is agreed, however, upon appointment as police officer, an employee shall have available to him, or her, up to eighty (80) hours on duty illness/injury (renewable upon payback) sick leave, which an officer who is injured on duty is eligible to use to supplement salary benefits from workers' compensation. These eighty (80) hours are to be charged against the sick leave accrued and considered "frontloaded." Any of the on-duty injury leave bank hours taken shall be deducted from accumulated sick leave after thirty-six (36) months of employment. The rate of payback shall be at the rate of eight (8) hours per month. If an employee terminates before the unearned on duty injury leave bank hours are repaid, the hours not yet repaid shall be deducted from the final paycheck.

- 18.C Payment for Sick Leave Accruals at Time of Retirement: Upon retirement, a LEOFF II employee is entitled to receive a cash payment equal to ten (10) percent of his/her current total of unused accrued sick leave hours multiplied by the employee's current hourly rate.
- 18.D Modified Duty: In the event a LEOFF II member becomes sick or disabled as a result of circumstances outside the employee's employment, the Employer may offer the LEOFF II member modified duty status using the Department's existing Light Duty Policy as of the date of execution of this agreement.
- 18.E Medical/Physical Therapy: Employees on modified duty for medical reasons shall be allowed paid administrative release time to attend medical or physical therapy appointments, for the medical condition requiring the employee to be on modified duty, if scheduled during duty hours, as required by the attending physician (in writing) to the Employer. Employees will reasonably attempt to schedule these appointments during non-duty hours.<sup>3</sup>
- 18.F Disability Leave Supplement: This section applies to a LEOFF II employee who is off work due to an injury in the line of duty, which qualifies the employee for Workers' Compensation under Washington State Law. A disability supplement shall be granted as provided in Chapter 462, 1985 Laws of the Regular and First Extraordinary Sessions of the Forty-Ninth Legislature; provided, however, the parties agree to modify the statutory disability leave supplement as follows. The employer shall pay the difference between that provided by Workers' Compensation and the employee's monthly salary, (i.e. employee's net base hourly salary) without any deduction from accumulated sick leave; plus group medical/dental/life premiums under Article XVII, up to a maximum of six months from the date of injury; and if an employee is required to perform modified duty tasks, the employee shall continue to accrue all benefits during any such period of light duty.

Note: The RCW codification of the supplemental disability legislation is now in Ch. 41.04.500-550 RCW. The Guild and the City agree that should legislation amend this benefit, the dollar amounts received by the employee shall not exceed the employee's net base hourly salary in effect at the time of disability.

- 18.G The Guild grants the authority to the City to elect a vesting schedule for the Municipal Employee Benefit Trust (MEBT) participants at the current ten (10) year full vesting schedule or at some

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<sup>3</sup> Changes to this section 18.E are effective upon ratification and are included as part of a settlement of pending grievances.

point in a range between zero (0) and five (5) years full vesting. The City shall inform the Guild prior to the date of any such potential change in the MEBT vesting schedule.

#### ARTICLE 19 - HEALTH AND WELFARE

- 19.A Medical coverage shall be provided in accordance with state and federal laws in existence at any given time during the term of this agreement. The Employer will maintain all dental, and life insurance plans at the same level as they existed on December 31, 2017.
- 19.B The employee and employer premium sharing contributions shall be made monthly to the Health Benefits Fund. Employee contributions shall be deducted monthly from the employee's pay checks. These monies shall only be used for allowable expenses, such as medical and prescription drug claims, third party administrator fees, insurance (such as stop loss coverage), and other medical, dental, vision coverage and reserves. Any unexpended funds remaining in the Health Benefits Fund at the conclusion of the benefit year shall be carried forward from year to year until expended only for allowable expenses.
- 19.C Cadillac Tax Reopener: If, based on good faith estimates performed by a qualified professional health care actuary, future healthcare costs for the upcoming year are such that a tax will be imposed under the federal Affordable Care Act ("ACA"), as it currently exists or is hereafter amended, the City will provide written notice to the Guild by May 1. If the City provides such notice, either party may give written notice to the other party of its intent to reopen this agreement to bargain avoidance of the tax. The scope of this reopener is limited to Article 19 and wages.

Once either party has provided notice of its intent to exercise this Cadillac Tax Reopener, the parties will confer within 14 calendar days to agree to a negotiations schedule. At the outset of negotiations, the parties shall select an interest arbitrator who has dates available in August and who can provide a decision by September 15, in case the parties do not reach agreement. These dates may be modified by mutual written agreement of the parties.

Both parties agree to negotiate in good faith over proposals submitted by the other party. Either party may propose separating from the City's health plans. Each party reserves its right to present proposals and arguments regarding Article 19 and wages as they relate to avoidance of the Cadillac tax, including any Guild proposal to offset employee costs by increasing wages.

If the parties are in contract negotiations for a successor collective bargaining agreement when this reopener is triggered, the parties understand and agree that the accelerated interest arbitration proceeding herein will be limited to the bargaining over avoidance of the Cadillac Tax, unless otherwise agreed by the parties.

If at any time during bargaining there are amendments made to the ACA such that the excise tax will no longer be triggered, then the parties shall have no obligation under this section to continue bargaining.

**19.D Premiums for Health Coverage**

1. Self-Insured Medical: In each contract year, the City shall use renewal premium equivalent rates in the annual actuary report effective each January for self-insured medical plans, which shall be determined by the actuary. The actuary shall include excess money in the reserves in determining the rates.
2. Insured Medical, Dental, and Vision: Premiums shall be based on the actual rate charged to the City by the insurance company (e.g. Kaiser, Delta Dental, Willamette, VSP, etc.).

**19.E Medical Premium Sharing Formulas**

1. It is agreed that the Employer will pay 100% of the premium for employee medical coverage.
2. It is agreed that the Employer will pay ninety percent (90%) of the premium and the employee ten percent (10%) of the premium for dependent medical coverage.

**19.F Medical Plans and Rates**

1. Premera Core Plan: For plan year 2018, employee monthly premium contributions shall be in accordance with 19.E, as set forth below:

<b>Premera Core Plan</b>	<b>Coverage Level</b>	<b>2018 Total Monthly Premium</b>	<b>2018 Employee Monthly Premium Contribution</b>
	Employee Only	\$667.25	-
	Employee/Spouse	\$1,401.23	\$73.40
	Employee/Child	\$1,201.05	\$53.38
	Employee/Family	\$2,135.20	\$146.80

2. Kaiser Permanente (formerly Group Health Cooperative): For plan year 2018, employee monthly premium contributions shall be in accordance with 19.E, as set forth below:

<b>Kaiser Permanente</b>	<b>Coverage Level</b>	<b>2018 Total Monthly Premium</b>	<b>2018 Employee Monthly Premium Contribution</b>
	Employee Only	\$715.92	-
	Employee/Spouse	\$1,503.42	\$78.75
	Employee/Child	\$1,073.91	\$35.80
	Employee/Family	\$1,789.93	\$107.40

3. **Premera Core Plan:** For plan year 2019, employee monthly premium contributions shall be in accordance with 19.E, as set forth below:

<b>Premera Core Plan</b>	<b>Coverage Level</b>	<b>2019 Total Monthly Premium</b>	<b>2019 Employee Monthly Premium Contribution</b>
	Employee Only	\$667.25	-
	Employee/Spouse	\$1,401.23	\$73.40
	Employee/Child	\$1,201.05	\$53.38
	Employee/Family	\$2,135.20	\$146.80

4. **Kaiser Permanente (formerly Group Health Cooperative):** For plan year 2019, employee monthly premium contributions shall be in accordance with 19.x, as set forth below:

<b>Kaiser Permanente</b>	<b>Coverage Level</b>	<b>2019 Total Monthly Premium</b>	<b>2019 Employee Monthly Premium Contribution</b>
	Employee Only	\$761.09	-
	Employee/Spouse	\$1,598.27	\$83.72
	Employee/Child	\$1,141.67	\$38.06
	Employee/Family	\$1,902.86	\$114.18

5. **Medical Waiver Rebate:** Employees electing to not participate in City offered medical may be eligible to receive a monthly medical waiver rebate of one-hundred dollars (\$100.00). Waiver rebates are not paid to married couples/domestic partners who are both working at the City.
- The Affordable Care Act requires that employees who opt out of health coverage and receive monthly rebates must elect the medical waiver option for each plan year. Using the online benefit enrollment system, waiver rebate eligible employees must elect to waive medical coverage each plan year and acknowledge/attest to having other group medical coverage.
6. **Premera Choice Plan:** Beginning with plan year commencing January 1, 2020, employees have the option to enroll in the Premera Choice plan. The premium sharing formula shall be based on the employer contribution of 100% for Employee Only coverage; and a 90% Employer contribution and 10% Employee contribution for all dependent coverage levels, after deducting the actuary value of the Employee Only coverage.
- If the parties proceed to interest arbitration regarding health benefits in future negotiations, the interest arbitrator will be informed that no presumption should be applied that the Choice Plan is part of the status quo.

7. For medical expenses incurred from January 1, 2018 until December 31, 2019 there shall be the following reimbursement program:
  - a. For those employees and their dependents enrolled in the Core plan, at the end of the plan benefit year or upon reaching the plan individual and/or family out-of-pocket maximums, employees may seek reimbursement of any in-network out of pocket expenses over the \$750.00 per individual and/or \$1,500.00 per family.
  - b. This reimbursement does not apply to any expenses that were paid for through a health care flexible spending account.
  - c. This reimbursement does not apply to out-of-network expenses.
  - d. It is the responsibility of the employee to submit the reimbursement request form to Human Resources not later than March 31st of the year following the plan year for which the reimbursement is sought; however, an exception to the March 31st deadline will be made if the employee doesn't receive the bill until after the March 31st deadline and is properly submitted to Human Resources not later than 365 days from the end of the plan year.
  - e. Any reimbursement request must be accompanied by supporting documentation of eligible expenses; such documentation may include redactions for privacy.
8. In regards to the City of Bellevue Premera PPO Core Self-Insured Plan (BPOG), the City shall maintain the Heritage/Heritage Plus 1 network with Premera in effect on December 31, 2014, however, this network is maintained by Premera and may be modified by Premera, which is out of the control of the City.
9. The Employer shall retain the right to select insurance carriers, change plans and/or administrators or self-insure benefits.
10. Employees electing to cover dependents must be enrolled in the same plan option as their dependents.
- 19.G Cost Containment. The Guild and all employees covered by this agreement shall cooperate with the City in all cost containment efforts including further study and implementation of cost containment alternatives; provided that the City shall not implement any reduction in benefits without reasonable notice and mutual agreement of the Guild. The Guild members will have representation in the City's cost containment decisions as other employee groups.
- 19.H The Employer will continue to involve bargaining unit representative in education and training regarding health coverage issues and any options that may be under consideration prior to implementation. This is not a waiver of any bargaining rights.
- 19.I Dental Plans and Premiums
  1. Dental Premium Sharing Formula: The Dental coverage for employees shall be provided and paid at 100% by the Employer and paid at 80% by the Employer for dependents. Dental coverage may be elected independently from medical coverage, however, employees must always elect dental coverage for themselves in order to enroll dependents. Dental coverage

offered shall include Delta Dental comprehensive plan and the Willamette Dental Maintenance Organization plan.

2. Dental Waiver Rebate: Employees electing to not participate in City offered dental plans may be eligible to receive a monthly dental waiver rebate of fifteen dollars (\$15.00). Waiver rebates are not paid to married couples/domestic partners who are both working at the City.
- 19.J Vision Plans and Premium Sharing Formula: Employee and dependent premiums for exam-only vision coverage shall be paid at 100% by the Employer. Employee and dependent premiums for exam and hardware coverage shall be paid at twenty percent (20%) by the Employer and eighty percent (80%) by the employee. Vision coverage may be elected independently from medical coverage, and if dependent coverage is elected, employees and their dependents must be enrolled in the same plan.
- 19.K Flexible Spending Arrangement (FSA): The City and the Guild agree that should the health care FSA, which enables participants to set aside money on a pre-tax basis to pay for eligible out-of-pocket health care expenses for participants and their tax dependents, count toward the Affordable Care Act (ACA) excise tax threshold, it will no longer be offered after December 31<sup>st</sup> of the year preceding the implementation of the excise tax threshold. The purpose of not offering the FSA, should it count toward the excise tax threshold, is to maximize the value of the health plan for all participants.
- Should the value of all City-offered medical coverage offerings be below the excise tax threshold in a given benefit year the City will make reasonable efforts to offer the health care FSA at a reduced level so long as no excise tax penalties are incurred because of the health care FSA. However, the City will not offer a health care FSA in any circumstance where the maximum deferral limit for health care FSA participants would have to be less than \$1,200.00 per year to avoid incurring any excise tax penalties because of the health care FSA.
- If the ACA is amended and the FSA is no longer included in the excise tax threshold calculation, the health care FSA will continue to be offered.
- 19.L Life Insurance. The Employer agrees to provide a group life insurance benefit equal to \$50,000. The Employer further agrees to pay the premium of the life insurance policy.

## ARTICLE 20 - INDEMNITY AND DEFENSE

### 20.A Civil Claims:

The employer shall indemnify and defend any police officer, corporal or sergeant against any claim or suit where such claim or suit arose out of the exercise of his/her authority as a Bellevue Police Officer, Corporal or Sergeant within the scope of his/her employment with the City. Provided, that such exercise of the employee's authority was made in good faith and was not dishonest, criminal, fraudulent or malicious. Provided, further, that the City's obligation to indemnify and/or defend the employee shall not apply to any claim or suit brought by or on behalf of the City. The determination of whether the employee's conduct was dishonest, criminal, fraudulent or malicious shall be made by the City manager or his/her designee in consultation with the Chief of Police and the City Attorney. Notwithstanding the foregoing, the City shall have no obligation to defend and indemnify an officer against any claim or suit where

such claim or suit arose out of the duties performed by the officer for an off-duty employer or contractor except where the claim or suit arose out of the officer exercising his/her authority as a Bellevue Police Officer, Corporal or Sergeant as required by the City of Bellevue Police Department Policy and Procedures Manual. A criminal conviction shall be deemed conclusive proof that the employee's conduct was criminal for purposes of this section; however, an acquittal on criminal charges shall not be determinative that the conduct was not criminal. The defense of any police officer, corporal or sergeant under the terms of this section shall be provided by the City Attorney's Office or counsel retained by the City Attorney. Any police officer, corporal or sergeant who declines legal representation offered by the City Attorney's office shall be solely responsible for all costs of legal representation and defense associated with the claim or suit and the employer shall not be obligated to indemnify the employee for any judgment rendered in the claim or suit, nor shall the employer be obligated to reimburse the employee for any such costs of legal representation or defense. Any police officer, corporal or sergeant who receives legal representation provided by the employer must cooperate fully with the legal representative. An election by any police officer, corporal or sergeant to retain counsel outside of the City Attorney's Office must be made in writing and must acknowledge that the employee is solely responsible for the costs associated therewith, including costs of representation and any judgment rendered in the claim or suit. An officer does not waive his right, if any, to defense and indemnity under this section by retaining private counsel at the officer's own expense to pursue counterclaim(s) against plaintiff(s).

**20.B Inquests:**

If an Inquest is ordered arising out of a police officer, corporal or sergeant's exercise of his/her law enforcement authority on behalf of the City of Bellevue, the City shall provide legal representation to the officer, corporal or sergeant as provided below. No such representation will be provided by the City if it is determined by the City Manager or his/her designee in consultation with the Chief of Police and the City Attorney that the acts giving rise to the inquest were criminal, malicious, fraudulent or dishonest. The decision whether an officer shall be entitled to legal representation under this section shall be made as soon as possible after the City Manager, Chief of Police and City Attorney are provided with the necessary information to make that determination, but in no event later than 30 days after the death. Should an inquest be ordered prior to the City making a determination whether the officer, corporal or sergeant is entitled to representation under this paragraph, the City shall provide such representation under a reservation of rights. Under the reservation of rights, the City shall have the right to withdraw from providing legal representation to the officer, corporal or sergeant if it is determined within the timeframes set forth in this paragraph that the acts giving rise to the inquest were criminal, malicious, fraudulent or dishonest. The employee shall meet with the City Attorney to discuss who shall provide legal representation for the employee during the Inquest. The defense of any police officer, corporal or sergeant under the terms of this section shall be provided by the City Attorney's Office or by counsel selected by the employee from a list of acceptable attorneys which list shall be created by agreement of the employer and the Guild. A copy of the agreed list shall be attached to the bargaining agreement as Appendix C. The employee shall have an opportunity to consult with a guild representative prior to making a decision about legal representation. The attorneys included in this list shall be attorneys with a high level of experience in representing law enforcement officers in the use of force. Any police officer, corporal or sergeant who elects not to retain legal representation from the City Attorney's office

or any attorney whose name does not appears on the lists agreed to by the employer and the Guild shall be solely responsible for all costs of legal representation and defense associated with the inquest and the employer shall not be obligated to reimburse the employee for any such costs of legal representation or defense. An election by any police officer, corporal or sergeant to retain counsel outside of the City Attorney's Office or the approved list must be made in writing and must acknowledge that the employee is solely responsible for the costs associated therewith, including costs of representation.

**20.C Criminal Prosecutions:**

The employer shall not be obligated to provide legal representation or to pay or reimburse the employee for any attorney's fees or costs to any employee to defend against any criminal prosecution. Legal representation with regard to criminal prosecutions may be provided by the City solely at the discretion of the Chief of Police. No action of the City with respect to this section is subject to the grievance procedure.

**ARTICLE 21 - OFF DUTY EMPLOYMENT**

- 21.A The employer may authorize an employee to perform other employment during off duty hours provided such employment does not: (1) interfere with the efficiency of law enforcement and public safety; (2) interfere with the employee's performance of regular police duties; (3) detract from the image of the police profession; (4) conflict with the employer's published policies and regulations; (5) involve work in a law enforcement or security capacity outside the corporate limits of the City of Bellevue; (6) involve work in conjunction with or in any capacity with a tow company, taxicab or ambulance company; (7) involve work upon any commercial premises where intoxicants are served for public consumption except in a security capacity; (8) follow or result in an unusual sick or absence record in an employee's primary police employment.
- 21.B All scheduling of off-duty employment will be the sole responsibility of the individual employee and shall be conducted so as not to interfere with any employee's on-duty hours of employment.
- 21.C Before each off-duty employment, an employee must obtain or have on file written authorization signed by the Chief of Police or his/her designee. Said authorization will not be unreasonably withheld. However, no authorization for a specific job will be given for off-duty employment until an indemnity agreement is on file with the Department
- 21.D As a condition of approval of off-duty employment, the employee will provide to the department an indemnity agreement, in a form approved by the City, signed by the off-duty employer. Indemnity agreement forms will be available from the Department. It is the responsibility of the employee to obtain those forms from the Department as needed. An employee who is regularly employed by the same off-duty employer need not obtain authorization for each job so long as there is an indemnity agreement on file with the Department covering the employee's off-duty employment. However, the employee must renew the authorization for off-duty employment at least annually.

There shall be no obligation to defend and indemnify an officer for claims or suits arising from an officer's off-duty employment except as expressly provided in Article 20.

- 21.E Employees shall not work an off-duty job while on sick leave or compensated family leave during their normal work hours nor shall they be permitted to work for compensation for the City of Bellevue in any capacity during the time when the employee is on vacation, sick leave, family leave or on compensated leave during his/her normal work hours.

#### ARTICLE 22 - GUILD OFFICIAL'S TIME OFF

- 22.1 Upon prior approval of the employee's watch commander, a member of the Guild's negotiating team shall be granted paid release time to attend negotiations sessions with City negotiators. In the absence of the employee's watch commander, approval shall be obtained from the immediate supervisor of the employee.
- 22.2 The Guild's President's (or designee's) time attending labor/management meetings will be logged as time worked. Such time shall be limited to contract negotiations meetings with the City, collaborative meetings as set forth in Article 27 and other meetings as mutually agreed by the parties. Scheduling and attendance of such meetings shall be subject to approval by the Chief or designee.

#### ARTICLE 23 - SENIORITY

Layoff shall be in the inverse order of seniority; recall from layoff shall be in the inverse order of layoff. An employee's seniority will be based on the employee's personnel or sergeant number, whichever is applicable. The lower the number, the more senior the employee.

#### ARTICLE 24 - PARKING

- 24.A When 25% or more of an employee's weekly work schedule falls within the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, that employee shall participate in the City's Rideshare Parking Program (RPM) as it existed on January 1, 1991 except as provided in this Article. When less than 25% of an employee's weekly work schedule falls within the hours of 8:00 a.m. and 5:00 p.m. on Monday through Friday, that employee shall not be charged for parking his personal vehicle in City provided employee parking areas.
- 24.B In lieu of charging the individual employees directly, the City shall bill the Guild monthly for all parking charges due. The amount charged the Guild will not be increased or reduced during the term of this agreement except for after January 1, 2019, the monthly billings will be increased by the amount of Washington State sales tax.
- 24.C All employees driving City police vehicles shall not be required to pay for parking. Such vehicles shall be parked in designated Police Department parking areas so long as space is available.
- 24.D Employees driving City police vehicles shall, as practicable, provide rides to other bargaining unit personnel on the way to and from work without additional compensation.
- 24.E Nothing in this Article shall operate as a waiver of the Guild's right to require the employer to bargain over changes in mandatory subjects of bargaining that have a measurable adverse impact on the bargaining unit.

## ARTICLE 25 - ENTIRE AGREEMENT

- 25.A The agreement expressed herein in writing constitutes the entire agreement between the parties and no oral statement or agreement shall add to or supersede any of its provisions.
- 25.B The parties acknowledge that each has had the unlimited right and opportunity to make proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in the agreement. Therefore, except as otherwise provided in this agreement, the Employer and the Guild for the duration of this agreement, each voluntarily and unqualifiedly agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered by this agreement.

## ARTICLE 26 - GRIEVANCE PROCEDURE

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

Grievances of discipline issued by the Chief of Police shall be initiated at Step 3 within fourteen (14) calendar days of issuance of the discipline.

### Step 1:

An employee or the Guild must present a grievance within fourteen (14) calendar days of its alleged occurrence to the employee's supervisor who shall attempt to resolve it within fourteen (14) calendar days after it is presented to the supervisor.

### Step 2:

If either the employee or the Guild is not satisfied with the response by the immediate supervisor, the grievance, in writing, stating the section of the Agreement violated, the facts of the case as seen by the grieving party, and the remedy sought, may be presented within fourteen (14) calendar days after receipt of the supervisor's answer in Step 1 to the employee's section commander who shall attempt to resolve the grievance within fourteen (14) calendar days.

### Step 3:

If either the employee or the Guild is not satisfied with the response by the section commander, the grievance, in writing, stating the section of the agreement violated, the facts of the case as seen by the grieving party, and the remedy sought, may be presented within fourteen (14) calendar days after receipt of the section commander's answer in step 2 to the Chief of Police who shall attempt to resolve the grievance within fourteen (14) calendar days of its presentation.

In the case of disciplinary actions, both appealable to the Civil Service Commission and grievable under the terms of this contract, a written election of remedies shall be made after receipt of the Step 3 response. An employee may elect to either pursue an appeal to the Civil Service Commission or continue with the contractual grievance procedure, but not both. If mutually agreed, time limits will be extended to complete a reasonable investigation before the election of remedies is made. Appeal for disciplinary actions shall bypass Step 4 below and

proceed directly to the Civil Service Commission pursuant to the rules of the Commission or to arbitration as provided for in Step 4 of this agreement.

Step 4:

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

Step 5:

If the grievance is not resolved in Step 4 (or Step 3 in the case of disciplinary action), the grievance may, within thirty (30) calendar days, be referred to arbitration. The Arbitrator shall hold the hearing within 150 days of his/her appointment unless the parties mutually agree to extend the hearing date in writing. In the event that the parties are unable to agree upon an arbitrator within the timeframe set forth herein and if the parties are unwilling to waive that requirement, either party may request a list of nine available arbiters (residing within the Pacific Northwest) from the American Arbitration Association, or any other such entity as the parties may mutually agree to. The parties will alternatively strike from the list until one name remains. Nothing in this Section shall prohibit the parties from mutually agreeing on an arbitrator. The Arbitrator shall decide the case based on the interpretation and application of the provisions of the agreement within thirty (30) days after such hearing, unless the parties mutually agree to an extension. The decision shall be final and binding upon the parties to the grievance provided the decision does not involve action by the Employer which is beyond its jurisdiction. Each party hereto will pay the expenses of their own representatives (including attorney fees for grievance arbitration proceedings) and the expenses of the arbitrator will be borne equally by the parties hereto.

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

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

The parties may mutually agree in writing to extend the time limits set forth in this Article or by-pass any steps in the grievance procedure where they deem it appropriate to do so.

## ARTICLE 27 - COLLABORATIVE MEETINGS

At least every two months, or as otherwise agreed upon, representatives of the Guild and the Department shall meet collaboratively to discuss issues of importance to either party. The purpose of the meetings shall be to increase communication between the parties about issues of concern and to reach solutions in an informal environment. Each December, the Guild President and the Chief of Police or his/her designee shall develop an annual schedule for the collaborative meetings.

If an employee or the Guild has an issue which could be the subject of a grievance, the employee or the Guild shall have the option of submitting the issue in writing to the next collaborative meeting. If such an issue is submitted to the next collaborative meeting, any time limits in the grievance procedure shall be held temporarily in abeyance from the date the issue is submitted to the meeting until 10 days after the conclusion of the meeting.

Nothing in this article shall prevent the parties from reaching solutions to any issue submitted to a collaborative meeting prior to the date of the meeting.

#### ARTICLE 28 - SAVINGS CLAUSE

If any provision of this agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement shall not be held invalid and will remain in full force and effect.

#### ARTICLE 29 - JURY DUTY

Officers will be allowed to serve on jury duty without loss of regular pay. If jury duty falls on a regularly scheduled work day, the officer will be placed on an 8-hour day shift for the day(s) the officer is required to appear. The officer shall return to their normally scheduled shift the day following the day the employee is released. At the end of each day, the employee will notify the on-duty shift commander for duty assignment for any portion of their jury duty schedule during which they are not actually serving on a jury or waiting to be impaneled if they are dismissed prior to 1300 hours. Statutory fees paid for jury duty shall be returned to the Employer, except reimbursements for mileage.

#### ARTICLE 30- DURATION

The duration of this agreement shall extend from January 1, 2018 through December 31, 2020. Any changes in wages, hours or working conditions from those previously in effect shall become effective upon the execution of this agreement unless a specific, different effective date is indicated for a particular change.

The parties agree to re-open this Agreement, as mutually agreed upon, to settle the Service Credit Grievance, which remains pending at the time of ratification of this Agreement.

#### ARTICLE 31 – RESERVED FOR FUTURE USE

#### ARTICLE 32 - PHYSICAL EXERCISE ON DUTY

One goal of the Bellevue Police Department is to encourage good physical fitness. With that in mind, employees may be allowed up to three (3) hours per work week to exercise on duty at a City of Bellevue workout facility. Employees may only exercise while on duty when they have received approval from their supervisor. In no event will employees be allowed to exercise more than 1.5 hours on any workday (this includes showering). When considering a request by an employee to exercise on duty, the supervisor shall take into account the level of staffing, workload, location and type of exercise, ability to respond to a call if needed, and any other condition that might affect the delivery of police services.

The following understandings shall apply:


1. Off-site commercial fitness facilities within the following boundaries: NE 8<sup>th</sup> to Bellevue Way to Main St. to I-405 will be allowed at employee expense.
2. No team sports will be allowed.
3. Officers shall be required to secure their gear in City Hall before going elsewhere and must carry a phone with them in case they need to respond.

#### ARTICLE 33 – PROBATIONARY PERIOD


- 33.A The probationary period does not affect the pay steps outlined in Appendix A of this agreement. The pay steps will occur according to the months in the position.
- 33.B For a new employee, the one-year probationary period begins upon the successful completion of the Basic Law Enforcement Academy. For a lateral employee, the one-year probationary period begins upon being sworn in by the Chief of Police. For promotion to the rank of Sergeant, the one-year probationary period begins on the first day of full-duty assignment as a Sergeant.
- 33.C During an employee's initial probationary period he/she may be discharged by the employer at will. During a promotional probationary period an employee may be returned to his/her former classification at the discretion of the Employer. The probationary periods may not be extended without the written agreement with the Guild except as otherwise provided in this article.
- 33.D If during the probationary period the employee is absent or on light duty for any reasons and the cumulative total of these absences and/or light duty assignment is greater than 30 calendar days, the probationary period shall be extended by the same number of days as the cumulative leave time.
- 33.E If an employee is appointed to acting Sergeant status and then promoted to the rank of Sergeant without a break in service, the time in the acting position is credited toward the second step of Sergeant pay. The one-year probationary period for evaluation purposes begins when the employee is promoted to the rank.

BELLEVUE POLICE OFFICERS' GUILD

CITY OF BELLEVUE

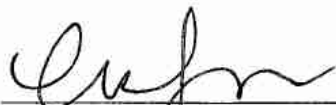
By \_\_\_\_\_  
President

12-18-18  
Date

By \_\_\_\_\_  
Deputy City Manager

12-18-2018  
Date

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

## **APPENDIX "A" SALARIES**

BETWEEN CITY OF BELLEVUE  
AND  
BELLEVUE POLICE OFFICERS GUILD COVERING  
SERGEANTS, CORPORALS AND POLICE OFFICERS  
BELLEVUE POLICE DEPARTMENT

### **A.1 2018:**

Effective January 1, 2018, the 2017 salary schedule shall be increased by 4%.

Classification / Step	2018 Monthly Salary
Police Officer/Police Recruit – Step 1 Starting Rate	\$5,545.56
Police Officer – Step 2, After 6 months in Step 1	\$5,999.03
Police Officer – Step 3, After 12 months in Step 2	\$6,737.06
Police Officer – Step 4, After 12 months in Step 3	\$7,210.01
Police Officer – Step 5, After 12 months in Step 4	\$7,682.97
Corporal	\$8,296.26
Lieutenant* – Step 4, Entry	\$8,786.66
Lieutenant* – Step 5, After 12 months in Step 4	\$9,189.51

*\*Lieutenant retitled to Sergeant effective August 2016.*

Wage increases shall be retroactive for all current employees and those who left employment that met DRS retirement eligibility.

#### **A.2 2019:**

Effective January 1, 2019, the 2018 salary schedule in effect on December 31, 2018 shall be increased by 4%. In addition, effective January 1, 2019, the first Step will be eliminated such that the former Step 2 shall become Step 1. Employees will remain in Step 1 for 12 months from the date of hire.

Classification / Step	2019 Monthly Salary
Police Officer/Police Recruit – Step 1, Starting Rate	\$6,238.99
Police Officer – Step 2, After 12 months in Step 1	\$7,006.54
Police Officer – Step 3, After 12 months in Step 2	\$7,498.41
Police Officer – Step 4, After 12 months in Step 3	\$7,990.29
Corporal	\$8,628.11
Sergeant – Step 3, Entry	\$9,138.13
Sergeant – Step 4, After 12 months in Step 3	\$9,557.09

#### **A.3 2020:**

Effective January 1, 2020, the 2019 salary schedule in effect December 31, 2018 shall be increased by 3.5%.

Classification / Step	2020 Monthly Salary
Police Officer/Police Recruit – Step 1, Starting Rate	\$6,457.35
Police Officer – Step 2, After 12 months in Step 1	\$7,251.77
Police Officer – Step 3, After 12 months in Step 2	\$7,760.85
Police Officer – Step 4, After 12 months in Step 3	\$8,269.95
Corporal	\$8,930.09
Sergeant – Step 3, Entry	\$9,457.96
Sergeant – Step 4, After 12 months in Step 3	\$9,891.59

#### **A.4**

Novice recruits shall be hired into the Police Recruit position under Step 1 above. Lateral entry hires shall be hired into a pay step appropriate to their work experience as determined by the Department.

## **APPENDIX "B" EDUCATION PREMIUM / TUITION REIMBURSEMENT**

**Section 1. Introduction.** It is agreed between the parties that post high school education has intrinsic value to the officer as well as to the community. Therefore, premium pay based upon the employee's educational achievement(s) will be paid the employee as set forth herein.

**Section 2. Approved Fields of Study.** The following are recognized to be approved fields of study, inasmuch as each has been determined to have a beneficial relationship to police service, as follows:

1. Police Science (Law Enforcement)
2. Political Science (including History)
3. Sociology
4. Psychology
5. Community Service
6. Business Administration and Public Administration.
7. Other fields mutually agreed between the parties.

Employees in the bargaining unit who have obtained college credit in the aforementioned approved fields of study shall receive education premium pay as follows, based on the top step police officer's base wage, effective the first pay period after the request for premium pay is received by the City.

Eligibility to receive college incentive pay will be based on transcripts or other official reports provided by the employee and secured from accredited colleges and universities. During the hiring process, a thorough review will be completed by The Personnel Service Unit prior to recommending a college incentive pay.

If during the career of the employee, s/he declares intent to complete a four-year degree, a joint committee of the Guild and the City will pre-approve the transcripts and reports and pre-approve credits to determine eligibility to receive college incentive pay, subject to ultimate approval of the Police Chief. Final approval shall be subject to official confirmation of receipt of said degree. All incentive pay must be approved through the Chief of Police, which approval will not be denied except for cause.

A report of this committee shall be placed in each employee's personnel file.

College incentive levels shall be identified as follows:

<b>Education</b>	<b>% of Top Step Police Officer</b>
Associate Degree or 90 Credits (includes 135 credits)	4%
Bachelor's Degree (BA or BS)	5%

**Section 3. Other Fields of Study.** College credit in any other field of study than the aforementioned in Section 2 do not entitle an employee to education premium pay under the terms of this agreement.

**Section 4. Tuition Reimbursement for Continuing Education.** Employees in the bargaining unit attending school shall receive tuition expense reimbursement, provided that (1) coursework is completed in an approved field of study, (2) a final grade of "C" or better is obtained for the course, and (3) the employee is not eligible to receive monies under other education subsidy programs such as the G.I. Bill, Veteran's

Administration, the Safe Street Act or other similar programs utilizing State, Federal and/or private funds. Such reimbursement, however, will be limited to the amount of the tuition fee for any given credit load at the nearest state supported four (4) year college or university.

Since the number and size of requests for Tuition Reimbursement may exceed the budgeted funds available, eligible coursework toward the individual officer's first Bachelor's degree only will be reimbursable and not coursework toward additional Bachelor's degree studies, Master's, Law or Doctorate level studies. Also, sports or hobby courses or elective courses that do not contribute to the skill development related to the essential job functions of a police officer shall not be reimbursable unless it is required as part of the degree program.

The restriction on reimbursement to Bachelor's degree coursework shall not apply to employees currently enrolled in graduate level courses of study prior to May 18, 2012. Those employees shall continue to be reimbursed for graduate level coursework until they complete their current course of study. Reimbursement shall be limited to one course per academic term and the tuition reimbursement shall not exceed the tuition rate for that level of course study at the University of Washington. However, if an employee has two courses left to obtain his/her graduate degree, the reimbursement limit will be increased to two courses for that academic term.

## APPENDIX "C" ALTERNATIVE DEFENSE

List of acceptable counsel for purposes of alternative defense of police officers in inquest proceedings:

- |  |  |
|--|--|
| 1. Derrick Isackson<br>Vick, Julius, McClure, P.S<br>5506 6 <sup>th</sup> Ave S, #201A<br>Seattle, WA 98108<br><b>Phone:</b> 206.957.0926      | 2. Richard Jolly<br>Keating, Bucklin, & McCormack, Inc.<br>800 Fifth Avenue, Suite 4141<br>Seattle, WA 98104<br><b>Phone:</b> 206.623.8861 |
| 3. Andrew Cooley<br>Keating, Bucklin, & McCormack, Inc.<br>800 Fifth Avenue, Suite 4141<br>Seattle, WA 98104<br><b>Phone:</b> 206.623.8861     | 4. Stew Estes<br>Keating, Bucklin, & McCormack, Inc.<br>800 Fifth Avenue, Suite 4141<br>Seattle, WA 98104<br><b>Phone:</b> 206.623.8861    |
| 5. David Allen<br>Allen, Hansen, & Maybrow<br>One Union Square<br>600 University St. #3020<br>Seattle, WA 98101<br><b>Phone:</b> 206.447.9681  | 6. Robert Christie<br>Christie Law Group<br>2100 Westlake Ave. #206<br>Seattle, WA 98109<br><b>Phone:</b> 206.856.5770                     |
| 7. Geoffrey M. Grindeland<br>Seamark Law Group PLLC<br>400 Winslow Way E, Ste 230<br>Bainbridge Island, WA 98110<br><b>Phone:</b> 206.502.2511 |  |

During the term of the collective bargaining agreement, either party may request, in writing, to meet and confer with the other party regarding additions, deletions, and/or modifications to this list. Such writing may be given to the other party during the first quarter of any year this agreement is in effect. The parties shall meet within thirty (30) calendar days after receipt of such writing, unless the time for meeting is extended by mutual agreement.

#### **APPENDIX "D" SERVICE AWARD PROGRAM**

A "Service Award Program" shall be continued during the life of the contract as set forth in Section 10.26 of the Human Resources Policies and Procedures Manual and as provided below.

A regular employee who has completed the years of employment since the most recent date of hire as a regular employee with the City of Bellevue indicated below will receive the following service awards. A regular employee whose employment with the City is interrupted by lay off will receive credit for the continuous length of service as a regular employee immediately prior to and immediately following the lay-off.

Years of Service	Service Award
5	A letter of appreciation from his/her Department Head, a certificate of service signed by the City Manager and the Mayor, and a one-time grant of eight (8) additional hours of vacation leave.
10	A letter of appreciation from the City Manager, a certificate of service signed by the City Manager and the Mayor, a one-time grant of sixteen (16) additional hours of vacation leave and a \$100 bonus.
15	A letter of appreciation from the City Manager, a certificate of service signed by the City Manager and Mayor, a one-time grant of sixteen (16) additional hours of vacation leave and a \$150 bonus.
20	A letter of appreciation from the City Manager and Mayor, a certificate of service signed by the City Manager and the Mayor, a one-time grant of sixteen (16) additional hours of vacation leave and a \$200 bonus.
25	A letter of appreciation from the City Manager and Mayor, a certificate of service signed by the City Manager and the Mayor a one-time grant of sixteen (16) additional hours of vacation leave and a \$250 bonus.
30	A letter of appreciation from the City Manager and Mayor, a plaque of service signed by the City Manager, the Mayor and the Councilmembers a one-time grant of sixteen (16) additional hours of vacation leave and a \$300 bonus.
35	A letter of appreciation from the City Manager and Mayor, a gift presented by the City Manager and the Mayor, a one-time grant of sixteen (16) additional hours of vacation leave and a \$350 bonus.
40	A letter of appreciation from the City Manager and Mayor, a gift presented by the City Manager and the Mayor, a one-time grant of sixteen (16) additional hours of vacation leave and a \$400 bonus.

**Memorandum Of Understanding - VEBA**


**By and Between  
The City of Bellevue  
And The Bellevue Police Officers Guild**

VEBA (Or other Vehicle)

A payroll slot will be reserved so in the event the Bellevue Police Officers Guild finds or develops an IRS Qualified vehicle for post-retirement medical benefit monies, and the City can legally implement, such monies can be directed to such vehicle, on a cost-neutral basis to the City. This VEBA MOU will be part of the Cadillac Tax Reopener contained in Article 19, if directing monies to the VEBA counts towards the trigger for the tax.


BELLEVUE POLICE OFFICERS' GUILD

CITY OF BELLEVUE

By   
\_\_\_\_\_  
President

12-18-08

Date

By   
\_\_\_\_\_  
Deputy City Manager

12-18-2008

Date

Approved as to form:

  
\_\_\_\_\_  
Assistant City Attorney

**Memorandum Of Understanding – Unpaid Vacation**

**By and Between  
The City of Bellevue  
And The Bellevue Police Officers Guild**

This Memorandum of Understanding is entered into between the City of Bellevue and the Bellevue Police Officers' Guild effective all parties executing the Agreement.

Whereas an issue arose over an officer's ability to not use their accrued vacation leave while on Family Medical Leave;

Whereas a concern was raised that an officer may have a vacation planned and then the payment of accrued vacation while on FMLA or FMC leave will result in the depletion of the officer's accrued vacation time off; and


Whereas the parties wish to resolve this issue:

Therefore the Bellevue Police Officers' Guild and the City of Bellevue hereby agree as follows:


1. There shall be two categories of vacation leave; paid vacation leave and unpaid vacation leave.
2. A Paid vacation, as used in this section, means the employee has sufficient vacation hours accrued and banked to cover the period of time the employee will be gone on vacation.
3. An Unpaid vacation, as used in this section, means the employee does not have sufficient vacation hours accrued and banked to cover the period of time the employee will be gone on vacation.
4. Employees may take up to 80 hours of unpaid vacation leave in accordance with this agreement.
5. An Unpaid vacation may only be taken under the following circumstances:
  - a. The employee has taken FMLA or FCA leave within the preceding 12 months that deducted vacation hours at the time of the pre-approved vacation, and
  - b. The employee has not (or will not) have taken more than 80 unpaid vacation hours within a twelve month period from the commencement of the unpaid vacation leave, and
  - c. The 80 hours of unpaid leave will be reduced by any elective vacation (elective meaning not pre-approved and not for FMLA or FCA purposes) used after the FMLA or FCA leave
6. Unpaid vacation is time off without pay, as such it will be taken as charge time (meaning charged against their full pay);
7. Should an employee have insufficient vacation hours in January to cover vacation time that the officer bids for vacation due to use of FMLSA/FCA during the preceding 12 months, the employee may apply any unused portion of the 80 hours of charge time referenced in Paragraph 4 above for purposes of covering vacation time off that he officer bids for.

BELLEVUE POLICE OFFICERS' GUILD

CITY OF BELLEVUE

By   
President

12-18-18  
Date

By   
Deputy City Manager

12-18-2018  
Date

Approved as to form:

  
Assistant City Attorney

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