

AGREEMENT BY AND BETWEEN

THE CITY OF BELLINGHAM

AND

THE BELLINGHAM POLICE GUILD

FOR THE YEAR 2023-2024

**The City of Bellingham
and
The Bellingham Police Guild
2023-2024 Labor Contract**

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

For the Years 2023-2024

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

GENERAL PURPOSES

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

ARTICLE 1 - GUILD RECOGNITION

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

1.2 The parties recognize that the Guild may impose service charges to the extent permitted by law upon nonmembers. Such service charges may create arbitration awards to the Guild upon back wages that might otherwise be owing to such employees as a result of a grievance backpay award. Any employee may become and remain a member of the Guild during the term of this agreement.

1.3 Employees may individually and voluntarily certify in writing to the Employer that they authorize deductions of Guild dues. Such amounts shall thereafter be deducted by the City and remitted to the Guild unless authorization is revoked in writing by the employee. Any employee who has submitted written authorization but thereafter seeks to discontinue such payment may do so by submitting a written request to discontinue such deductions to the Union, the Union shall forward the request to the Employer. The change shall be effective the first of the month following the date notice is provided to the Employer. The Employer will provide a monthly written report to the Guild transmitted with transfer of deducted dues owed to the Guild ("the transferred amount"). Such report shall indicate all individuals who had dues withheld as part of the transferred amount, and the amount withheld and transmitted on behalf of that individual. In addition, the Employer shall provide monthly a list of all union eligible individuals indicating hire date and whether they have authorized dues deductions.

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

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

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

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

ARTICLE 2 - BARGAINING PROCEDURES

2.1 The City and the Guild shall each maintain a standing committee authorized to engage in collective bargaining with respect to wages, hours and working conditions of employment. Each party shall keep the other party informed of the identity of the committee and of changes in membership thereto. Up to four (4) committee members shall be released from duty or paid at the straight time rate while off-duty, to attend negotiation sessions provided no more than two patrol officers will be released on any one day.

ARTICLE 3 - NORMAL AND OVERTIME HOURS AND WORK SCHEDULES

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

Escape Clause: Upon thirty (30) days' notice, the Police Chief may return operations to the traditional “5 Day /8 Hour Day” work week if the number of full time equivalent (FTE) patrol positions assigned to patrol falls below forty (40) positions, and is projected to continue for greater than six (6) calendar months or longer below that number. Upon restoration of staffing numbers to forty (40), such 10 hour/40 minute

work schedule will resume, with thirty (30) days' notice in the next full FLSA pay cycle.

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

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

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

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

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

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

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

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

- (a) Allocate the number of patrol officers assigned per shift.
- (b) Move an employee's normal shift "vertically" (ahead or behind normal start time) to ensure adequate coverage.
- (c) Make a different shift assignment than requested to ensure all shifts have adequate coverage by personnel with necessary experience, specialty training and qualifications.

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

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

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

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

3.7 Overtime and Extra Duty Recording - A system of recording overtime shall be maintained by the City and shall be available to all employees. An Employee's salary shall be deemed to cover all hours worked under the FLSA threshold, except additional compensation as otherwise set forth in this Agreement or the Parties' current practices.

3.8 Daylight Savings Time - The parties will continue their existing practice, such that an employee's compensation on regularly scheduled shifts shall not be affected (neither increased nor decreased) by the changeover caused by daylight savings time. If an employee works overtime during a daylight savings changeover, the actual number of overtime hours worked must be recorded.

ARTICLE 4 - RECALL TO DUTY

4.1 Involuntary Recall to Duty – Except as otherwise provided in the collective bargaining agreement, employees who are ordered back to duty or ordered to attend a court appearance, to attend police related schools (excluding in-residence type training schools), specified department meetings, except as provided below, training sessions or other related duties shall be compensated as outlined in the following sections of this Article. It is understood and agreed that employees required to remain after normal shift

hours for the purpose of participating in any police related activity shall be paid in accordance with the overtime provisions of Article 3 of this agreement.

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

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

For purposes of compensation at the vacation recall rate:

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

(c) Between Shifts:

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

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

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

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

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

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

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

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

4.5 Employees in the following instances will be allowed 10 hours of continuous rest time away from work in each 24 hour day without loss of pay before they are required to return to regular duty:

- Court appearances as outlined under 22.4
- Employees involuntarily recalled to duty or held over (mandatory extension of regular shift) for the purpose of participating in any police related activity (e.g. SWAT, K9, DRE, CSI, Patrol, Investigations)

- Department required training or instruction scheduled less than 10 days in advance

For the purposes of this Article, a 24 hour day shall begin at the start of the employee's regularly scheduled shift.

"Continuous" rest time away is not considered interrupted, thus causing the time to start over, by telephone inquiries (e.g., supervisory or judicial clarifications of work products).

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

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

- Special emphasis
- DUI emphasis
- Party patrols
- Off-duty voluntary employment
- This provision shall not apply to training sessions, police related schools or department meetings that are scheduled at least 10 days in advance. The Department shall adjust the employee's duty schedule during the period of training to provide ten hours of continuous rest in each 24 hour day provided that the employee is not required to be on duty for more than 16 consecutive hours.

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

The following examples are intended to provide clarification of the correct application of Article 4.5:

Call Out: Ofc Sully is regularly scheduled to work 0700-1700 Monday-Thursday. She is involuntarily recalled to duty on Tuesday from 0400-0630. Ofc Sully does not receive 10 hours of rest before returning to regular duty because she received 11 hours of rest (1700-0400) prior to the call out in the 24 hour period beginning with the start of her regularly scheduled shift.

Call Out: Ofc Hanson is regularly scheduled from 1620-0300. She has been off for five days and is scheduled to return to work on Monday at 1620 hours. She is ordered in to work that day prior to her scheduled shift start time at 0100 hours. Her call-out lasts for 6 hours and she is off at 0700 hours. Since this is a call-out and she would otherwise not receive 10 hours of rest in a 24 hour period, she gets 10 hours of rest prior to returning to her scheduled shift. She then reports for duty at 1700 hours and works the

remainder of her scheduled shift. She gets overtime for her call out. Ofc Hanson would indicate rest time taken on her time sheet from 1620-1700.

Mandatory Training: Ofc Miller is regularly scheduled from 2020 – 0700 hours. He is slated to work tonight but is scheduled to attend a mandatory training the following day which he needs for his current assignment. Ofc Miller's training starts at 0900 hours. Ofc Miller is released from duty at 2300 hours to provide 10 hours of rest prior to his training. He attends training from 0900-1700. Ofc Miller's training day is a shift adjustment, and this is his work day. He indicates 8 regular hours on his timesheet for the day. Employees are expected to report for duty following any training less than 8 hours to work the remainder of their regularly scheduled shift duration.

ARTICLE 5 - STANDBY TIME

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

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

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

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

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

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

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

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

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

ARTICLE 6 - SALARY SCHEDULE

6.1 The salary plan for 2023 will increase by seven percent (7%) over the salary plan for 2022, effective January 1, 2023.

The salary plan for 2024 will increase by four percent (4%) over the salary plan for 2023, effective January 1, 2024.

Except as otherwise specified in this agreement, all changes will be effective the first pay period following ratification by the parties. Any retroactive wage payments required by this agreement will be calculated using the individual employee's total gross wages, less any medical opt-out incentive payment. Employees terminated for cause, or those leaving the city who have not successfully passed their probationary period shall not be eligible for retroactive wage payments.

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

6.2 Longevity

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

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

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

- AA Degree or 90 quarter/60 semester college credits: 2% of current base salary, Appendix A. Effective January 1, 2024, the AA incentive will increase to two and one half percent (2.5%) of current base salary, Appendix A
- Bachelor's Degree: 5.0% of current base salary, Appendix A. Effective January 1, 2024, the BA incentive will increase to five and one half percent (5.5%) of current base salary, Appendix A.

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

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

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

6.7 Adjusted Anniversary Date - When an employee is hired or promoted, through Civil Service testing, to a higher Civil Service position, the date of hire or promotion shall be the employee's adjusted anniversary date. Adjusted anniversary date is defined as follows: If hired or promoted from 1-15th of the month, the anniversary date is the first of the same month. If hired or promoted from the 16th – end of the month, the anniversary date is the first of the following month. In the event that there is a subsequent reduction in force, and the employee reverts to a lower grade, the employee shall retain the anniversary date of the promotion.

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

6.8 Deferred Compensation – Effective February 1, 2024 for all active LEOFF II bargaining unit members with fewer than 15 years of service, the City shall match contributions made to the City's voluntary deferred compensation program of five (5%) percent of the employee's Appendix A salary. The City's matching contribution shall match up to the applicable percentage of the employee's then current base salary. The

City may establish those procedures and forms necessary to efficiently implement and maintain this program, and reasonable restrictions upon an employee's ability to change their contribution level during a calendar year.

Effective February 1, 2024 for Police Guild members with 15 or more years' service, the City's total deferred compensation match shall be no more than 2%, as provided below.

Effective February 1, 2024, for all enrolled Police Guild members the City shall match contributions made to the City's voluntary deferred compensation program up to two (2%) percent of the employee's Appendix A salary. This two percent (2%) match does not convert to longevity at 15 or more years of service.

Deferred Compensation Conversion to Longevity - Effective February 1, 2024, for all active bargaining unit members with 15 years of service or greater, the City will add five percent (5%) to longevity pay. The contributions made to employees' longevity pay is considered taxable income.

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

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

ARTICLE 7 - SHIFT ROTATION AND PREFERENCE

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

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

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

7.4 In the event the City deems it necessary to change an employee's regular work week, schedule or shift, the employee shall be given written notice thereof, which shall

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

ARTICLE 8 - WORKING OUT OF CLASSIFICATION

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

- (a) Grade 29 employees:** When a Grade 29 employee is assigned to work in Grade 30, such employee shall be paid 3% above their normal base pay. In the event the upgrade is to Grade 31, such employee shall be paid 6% above their normal base pay. In the event the upgrade is to Grade 32, such employee shall be paid 9% above their normal base pay.
- (b)** Except as otherwise provided herein, employees in other grades assigned to work a position or rank senior to that normally held shall be paid at the rate the employee would receive had the employee been promoted to that position.
- (c)** An employee may be temporarily assigned at the discretion of the Chief to a higher position or rank. Provided, said assignment shall not exceed 6 months and such assignment shall not be made to a vacant position. Provided further, that for the positions of Detective and Traffic Officer, the assignment shall not exceed 24 months. Assignments to Detective and Traffic Officer may be extended an additional 12 months at the discretion of the Chief. Such assignments shall be for training purposes and the employee shall not receive higher pay during the period of assignment unless the assignment is to Detective or Traffic Officer. Employees temporarily assigned to the position of Detective or Traffic Officer will be paid out of class pay in accordance with Section 1A of this Article.

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

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

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

ARTICLE 9 - PAY RATE FORMULA

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

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

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

ARTICLE 10 - SICK LEAVE

10.1 Washington State Paid Sick Leave:

- (a) The City will provide paid sick leave in accordance with the Washington State Sick Leave Law. The parties will bargain a sick leave policy during the term of this agreement. Contract Sick leave will be accrued at 10 hours per month MINUS the state sick leave accrual for that same month. (e.g. accrual of 3 hours of state sick leave will result in 7 hours of contract sick leave and accrual of 5 hours of state sick leave will result in 5 hours of contract sick leave.) At the end of each calendar year, up to 40 hours of state sick leave will be rolled over per the law. Any remaining hours in the state sick leave bank will be removed. An equivalent number of contract sick leave hours will be placed in the contract sick leave bank.
- (b) Washington State Sick Leave Bank Cascade – Washington State sick leave requested in excess of the accrued leave balance available will default to leave without pay (LWOP).

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

contract sick leave until such time as their contract sick leave bank again has 216 hours.

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

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

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

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

Grandfathered sick leave cash out option: Pursuant to the 2017 agreement of the parties, in lieu of the sick leave cash out provisions outlined above, employees hired prior to October 10, 2016 may choose to receive payment for up to a maximum of 150 hours of accumulated sick leave upon retirement. Employees will have a one-time, non-revocable option to participate in the grandfathered sick leave cash out option and must notify payroll of their choice to participate in this option, in writing, no later than January 11, 2017. Employees who do not provide notification of their choice by the deadline will receive 30% of accumulated sick leave as outline above.

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

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

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

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

10.6 Pregnancy Disability Leave and Family Leave

- (a) Pregnancy Disability Leave and Family Leave for gestational parents- The City provides gestational parents leave for the time that they are sick or temporarily disabled because of pregnancy or childbirth. Gestational parents may elect to use accrued sick leave during the period of their sickness or temporary disability. The legislative history establishes that the medical recovery period for a normal childbirth is 4-8 weeks.
 - i. For the first six (6) calendar weeks following the birth of a child, a gestational parent may elect to receive short term disability benefits (provided by the Guild) in lieu of accrued sick leave. A member who elects to receive short-term disability benefits may continue those benefits with other accrued leaves if allowed under the terms of the disability policy, However, the City will reduce the amount of paid leave by the amount of disability benefits received. For example, if the disability benefits provide 66% of the member's base salary, the member may elect to use accrued vacation leave, holiday leave or compensatory time totaling 33% of their base salary. The combination of disability benefits and other leave shall not exceed the member's base salary.
 - ii. A gestational parent who elects to receive short-term disability benefits under section i may elect to use accrued sick leave, for up to six (6) calendar weeks immediately following the termination of their short-term

disability benefits.

- iii. In addition to the leave described above, a gestational parent may take up to twelve calendar weeks of leave to care for a newly born child under Washington state law Family leave to care for a healthy newborn is not an approved use of sick leave, however, a member may use other accrued leave (i.e. vacation, holiday, compensatory) while exercising their right to take family leave to care for a healthy newborn.
FMLA will run concurrent with any other pregnancy related leave.

(b) Family Leave for non-gestational parent

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

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

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

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

10.7 A LEOFF II officer who is on a non-duty related disability shall be allowed to supplement their disability payments with offsetting hours of paid leave up to the

duration of the regular assigned shift. Officers who bid their holidays as a bank of time off may also use holiday leave time to supplement disability payments.

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

ARTICLE 11 - OVERTIME – COMPENSATORY TIME

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

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

Employees with accumulated compensatory time may request use of such time by submitting the request in writing to their supervisor. Certain festival and holiday periods require full staffing, and compensatory time off will not be granted as it is considered an undue hardship. Those days include the day of the Ski to Sea parade, the day of the Ski to Sea race, the Fourth of July, and New Year's Eve.

The City will not mandate overtime to cover compensatory time off requests as this is also considered an undue hardship. The City will not pay more than time and one half to cover compensatory time off as that is also considered an undue hardship. Per Article 24, employees who volunteer to work on a holiday will not receive Holiday premium pay.

Employees who volunteer to replace an employee using compensatory time shall be compensated in pay only and cannot bank the overtime as compensatory time.

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

Requests for compensatory time off received less than 14 days prior to the requested time off will be considered an undue hardship and denied unless the employee is able to find a qualified volunteer replacement, or, the City, at its discretion, determines that an overtime replacement is not required.

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

ARTICLE 12 – LEAVE BENEFITS UPON REINSTATEMENT FROM LAYOFF

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

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

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

ARTICLE 13 - CLOTHING AND EQUIPMENT

13.1 The City shall purchase and supply to employees such clothing, uniforms, firearms and other equipment as designated by the Chief of Police. The City shall make all necessary basic uniform and equipment replacements and repairs as the need arises. Officers assigned to Patrol and Traffic, regardless of rank, (excluding dog handlers) will be reimbursed up to three hundred dollars (\$300) of the purchase or repair cost of boots, upon proof of purchase every two years. New employees who are eligible to receive the safety boot reimbursement will receive a prorated amount.

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

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

13.4 Clothing Allowance – A clothing allowance in the annual amount of six hundred and fifty (\$650) shall be allowed to the following employees if such employee is so assigned at the commencement of the calendar year: Employees permanently assigned to duty as plainclothes officers; Evidence and ID Sergeant, Recruiter, Detectives and temporary Detectives in Major Crimes and Special Victims' Units, Detective Sergeant, Forensic Examiners, and HUD assignment. Other employees, when designated by the Chief of Police, may be allowed all or a part of this amount as appropriate. Employees shall receive the yearly allowance by February 15th.

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

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

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

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

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

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

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

attached hereto.

ARTICLE 15 - LEOFF II DISABILITY BENEFITS

The City shall pay to the Bellingham Police Officers Guild the actual premium cost of the plan up to a maximum of sixty-four dollars and fifty-six cents (\$64.56) per month for each LEOFF II bargaining unit member, which sum shall be held in trust by said Guild and utilized for the purpose of providing long-term disability income benefits for those employees who are qualified for coverage under LEOFF II. The City contributions shall be used for the actual premium of the plan. The Guild agrees to provide the City with a copy of the plan design and monthly premium amount within 30 days of a change.

ARTICLE 16 - TIME OFF FOR GUILD ACTIVITIES

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

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

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

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

ARTICLE 17 - BULLETIN BOARD

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

ARTICLE 18 - GUILD REPRESENTATIVE

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

ARTICLE 19 - NOTIFICATION OF CHANGES IN DEPARTMENT ORGANIZATION

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

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

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

ARTICLE 20 - DISCIPLINARY ACTION

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

20.1 The City agrees that before disciplinary action is taken against any member of the bargaining unit, notice will be given to the employee by the Chief of Police, or their designee, that the employee has become the subject of an investigation

which might result in disciplinary action as defined below in this article. This notification shall be in writing and provided to the employee 48 hours prior to any formal interview conducted by the Deputy Chief or their designee when acting in the capacity of Internal Affairs Officer. The written notice given to the employee shall notify the employee that they are the subject of an investigation which may result in disciplinary action, and provide sufficient information concerning the nature or subject of the investigation so as to reasonably apprise them of the allegations.

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

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

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

20.5 The interview of an employee shall be at a reasonable hour, unless the exigency of the interview dictates otherwise. At the cost of the requesting party, the employee or the City may request that an investigative interview be recorded. There can be no "off- the-record" questions. Upon request, the employee under investigation shall be provided an exact copy of any written statement the employee has signed or, a transcript of the interview if the charge is sustained and the preliminary disciplinary decision is suspension, demotion or termination. The City will maintain audio recordings consistent with State retention timelines.

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

20.7 Absent unusual circumstances, interviewing of the employee shall be completed within a reasonable time. The employee shall be entitled to such brief

necessary intermissions as the employee shall reasonably request. The employee shall not be subjected to any profane language. The City will not initiate an offer of promises or rewards as an inducement to answer questions.

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

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

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

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

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

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

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

ARTICLE 21 - PENSION AND DISABILITY BENEFITS

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

ARTICLE 22 - COURT APPEARANCES

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

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

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

22.4 Any employee who is on the 1620 or 2020 shift and required to be in attendance at court under this section shall be relieved of all or part of the employee's shifts so as to allow the employee ten (10) hours of continuous time away from work in each 24 hour day. For the purposes of this Article, a 24 hour day shall begin at the start of the employee's regularly scheduled shift.

This does not apply to officers on the 1620 shift who are scheduled for court that begins after noon. The department may adjust the employee's duty schedule during the period of court appearances to provide the ten hours of rest in each 24 hour day. It is the responsibility of the employee to notify his supervisor of any such court appearances. If the employee is relieved of all or part of the employee's shift to allow for 10 hours of continuous rest time prior to a court appearance, the employee shall not receive additional rest time after the court appearance before they are required to return to regular duty. Employees who receive rest time prior to a court appearance who are then required to be in attendance at court for six or more hours will automatically have their duty schedule adjusted to begin with the start of the court appearance. The employee will be required to report for regular duty and work the remainder of their shift immediately following the court appearance.

The following scenarios are intended to provide clarification of the correct application of Article 22.4:

Court – under 6 hours: Ofc Jackson is regularly scheduled from 2020 hours until 0700 hours. He is scheduled to work today but is scheduled for court tomorrow morning starting at 0930 hours. He is released from duty today at 2330 hours to provide 10 hours of rest before court. Ofc Jackson is in court for 3 hours. Due to his court appearance being less than 6 hours, he receives overtime for court and then returns to work at his regularly scheduled start time that night.

Court – 6 hours or more/shift adjustment: Ofc Hanson is regularly scheduled from 1620-0300 hours. She is scheduled to work today but is scheduled for court tomorrow morning starting at 0830 hours. She is released from duty on her currently scheduled work day at 2230 hours to provide her with 10 hours of rest before court. Her court appearance lasts for a total of 7 hours , from 0830 to 1530 hours. Due to her court appearance being 6 hours or more, this automatically triggers a shift adjustment. She is to report to the on-duty patrol supervisor after court and work an additional 3.7 hours to fulfill her 10.7 hour day. This is her work day and she does not get overtime for this court appearance – it is a shift adjustment.

Court – first day back: Ofc Jackson is regularly scheduled from 2020-0700 hours. He has been off for 5 days and is scheduled to return to work Monday night at 2020 hours. Ofc Jackson has court earlier Monday morning prior to his scheduled start time that night. His court appearance starts at 0900 and he is in court for 3 hours. Ofc Jackson does not get rest time after court as he has been off for 5 days and already received 10 hours of rest in a 24 hour period. He returns to work that night at his regularly scheduled start time. He receives overtime for his court appearance for that day.

ARTICLE 23 - BEREAVEMENT LEAVE

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

ARTICLE 24 - HOLIDAYS

24.1 All employees shall receive or be paid for the equivalent of 13 (8 hour) holidays totaling 104 hours annually. These holidays shall include one floating holiday during each calendar year. Such holidays, except for the floating holiday, shall accrue as holidays occur throughout the calendar year. The floating holiday shall accrue on January 1st of each year of this agreement. Accrued holidays shall be taken in the calendar year following their accrual and shall be scheduled in accordance with the

procedure described in Section 3 of Article 25.

Employees who are unable to participate in the vacation bidding process due to their probationary status shall be eligible to cash out up to 40 hours of accrued holidays for the year in which they are ineligible to bid. Eligible employees will request the cash out in writing through their chain of command no later than November 15th. The Department will notify Payroll of the requested cash out by December 1st and the cash out will be included on the final paycheck of the year.

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

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

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

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

ARTICLE 25 - VACATIONS

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

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

Vacation Accrual Schedule

During the following years of service:	Monthly Accrual:
1 through 4 years	7.34 hours

5 years	10.34 hours
6 years	11.00 hours
7 years	11.67 hours
8 years	12.34 hours
9 years	12.34 hours
10 years	13.00 hours
11 years	13.00 hours
12 years	13.67 hours
13 years	13.67 hours
14 years	14.34 hours
15 years	18.17 hours

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

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

25.4 Patrol Personnel Vacation Bidding

(a) For the purposes of this section, patrol personnel shall include Patrol Officers, Crime Scene Investigators, Traffic Officers, Corporals and Patrol Sergeants.

(b) By October 1 of each year, a vacation chart shall be posted by the Department for the following year. The vacation chart must be completed by November 30th.

- i. Patrol personnel shall bid for vacation periods and days in lieu of holidays as follows: Each individual, in seniority order by classification, shall select their first 1 week of vacation time in a block.
- ii. No more than 8 patrol personnel may bid for the same vacation period.
- iii. No more than two patrol personnel per shift on each team may be on bid vacation during any 5 day work period. Normal days off between 5 day work periods may overlap.
- iv. Only one Sergeant or Corporal or Crime Scene Investigator or Traffic Officer bidding together from each shift may be on bid vacation at the same time.
- v. Following the first vacation selection, additional bidding rounds shall be held for individuals entitled to more than 1 week and a third and fourth bid, if necessary, shall be held. It is understood that subsequent bids shall not displace selections made during prior bidding rounds. Subsequent bids may be scheduled adjacent to previous bids if the space is unfilled during subsequent bidding.
- vi. Bid vacation will be scheduled to coincide with an employee’s scheduled

days off. The administration agrees to review operational requirements at least annually to see if the number of persons allowed off on vacation at any one time by this paragraph can be increased.

- vii. For the purposes of this section, "team" is defined as a group of employees scheduled to work during the same five day work period such as the "gold team" or "blue team". "Shift" is defined as a group of employees scheduled to begin and end work at the same time on any given day such as the 1020-2100 shift.

(c) Patrol sergeants, Corporals and Crime Scene Investigators or Traffic Officers shall bid vacation by shift in rounds with the Sergeant bidding first, followed by the Corporal then Crime Scene Investigators or Traffic Officers. If there is more than one grade 30 position assigned to a shift, the grade 30 officer with greater seniority in a grade 30 classification will bid with the Sergeant and Corporal. The less senior grade 30 officer assigned to the shift will bid with Patrol Officers.

(d) Patrol Officers shall bid vacation after Sergeants, Corporals and Crime Scene Investigators and Traffic Officers have completed their vacation bid. If there is more than one grade 30 officer assigned to a shift, the grade 30 officer with less seniority in a grade 30 classification will bid with Patrol Officers. The grade 30 officer will bid first followed by officers in grade 29 in order of seniority in the Patrol Officer classification.

25.5 Officers in Grade 29 who are not assigned to patrol shall bid vacations by shift based on seniority in the Patrol Officer classification.

25.6 Officers in Grade 30 and 31 who are not assigned to patrol shall bid vacations by work units based on seniority in classification with Grade 31 bidding first. Vacation bidding will begin by October 1st and be completed by November 30th of each year.

- (a)** Evidence and ID Officers: only one Grade 31 Evidence and ID Officer may be on vacation at the same time.
- (b)** Traffic Officers: requests for time off, including bid and unbid vacation and holiday time, may not result in fewer than two Traffic Officers on duty at any given time Monday through Friday. The Traffic Sergeant shall not count as one of the two Traffic Officers on duty.
- (c)** Detectives: requests for time off, including bid and unbid vacation and holiday time, may not result in fewer than three detectives on duty at any given time Monday through Friday. There must be at least one detective on duty in major crimes and one detective on duty in SVU, the third detective on duty may be from either unit. This shall not apply on City holidays when the department is closed to the public in observance of a holiday. If a detective requests time off when they are scheduled to be on call, they must find a replacement on-call detective before the time off request will be approved. Should investigations fall below 10 filled detective positions, requests for time off may not result in fewer than two detectives on duty at any given time.

25.7 Sergeants who are not assigned to patrol shall bid vacations by work units based

on seniority in classification.

25.8 Unbid Vacation: after the vacation bid schedule has been finalized, additional vacation requests may be made for days where the bid vacation limits for the applicable work unit have not been reached. Unbid vacation will be approved on a first-come first-served basis contingent upon staffing availability and adequate shift coverage. If an unbid vacation request would result in time off in excess of the bid vacation limit for the applicable work unit or the shift falling below minimum staffing, the request will be denied. Unbid vacation requests will not be approved on hardship days defined in Article 11.2 or mandatory FRD's. The Department will not hire overtime to fill unbid vacation requests. Patrol Sergeants and Corporals assigned to the same shift may not be off on unbid vacation on the same day. Once approved, unbid vacation requests will count toward bid vacation limits for the applicable work unit. These provisions apply to both (a) and (b) below.

(a) Employees who elect to not bid for all their accrued time may schedule up to 4 protected days at a later date, but will not displace leave bid from the initial process. Once approved, up to 4 protected unbid vacation days will not be canceled by the Department. Employees must designate protected days when making the request.

(b) Any unbid vacation requests made beyond the 4 protected days per calendar year will not be granted until 14 calendar days prior to the requested time off and are subject to the provisions outlined in 25.8 above. Any approved un-bid vacation requests may be canceled or denied if the operational needs of the department change prior to the requested day off.

25.9 Vacation requested for a period longer than 30 calendar days (including of compensatory time off) must be approved by the Chief of Police.

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

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

25.12 Holiday time shall be scheduled in the same manner as vacations as outlined above. Compensatory time in lieu of overtime shall be scheduled as outlined in Article 11.

ARTICLE 26 - GRIEVANCE PROCEDURE

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

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

26.3 All grievances shall be processed in the following manner:

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

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

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

Step 4. If a majority of the Grievance Committee is unable to resolve the grievance, it may be forwarded by the Guild to the Police Chief (in writing) within

fourteen (14) days of the meeting of the Grievance Committee. For grievances involving discharge, suspension, demotion or any other discipline arising out of a formal internal affairs investigation, the grievance must be submitted by the Guild to the Police Chief in writing within fourteen (14) days of the date of the occurrence of the alleged grievance. The written grievance shall state the act or acts being challenged, the section(s) of this Agreement allegedly violated, an explanation of the alleged violation, and the remedy which is sought. The Chief shall have fourteen (14) days to render a decision on the matter.

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

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

26.4 Selection of Neutral - The parties shall initially seek to agree upon a mediator or arbiter. If the parties are unable to agree, the Guild may request a list of nine (9) arbiters from Washington and Oregon from the Federal Mediation and Conciliation Service. The parties shall alternately strike names from the list until one remains. That individual shall be the mediator or arbiter. Upon mutual agreement by the parties, challenges to the procedural arbitrability of a grievance shall be resolved in a proceeding separate from and prior to arbitration on the merits of a grievance. The parties shall abide by the arbitrator selection procedures established under RCW 41.58.070 for all arbitrations of disciplinary grievances regarding any disciplinary action, discharge or termination decision.

26.5 The arbitrator will commence hearings, if possible, within sixty (60) days after their selection and shall render an award, in writing, within thirty (30) days after submission. Any post hearing briefs shall be filed no later than thirty (30) days of receipt of the transcript of the hearing, or should the Parties mutually agree not to receive a transcript, following the close of the hearing. The award of the arbitrator shall include their written findings and conclusions and shall be final and binding on the parties to this agreement and upon the complaining employee(s). The mediator's and/or arbitrator's fees and expenses shall be borne equally by the City and the Guild. All other expenses and costs, including the costs of representation, shall be borne by the respective party incurring them. Neither the arbitrator nor any party to the grievance shall have the power to add to, delete from or in any way alter the terms of this agreement.

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

ARTICLE 27 - STRIKES

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

ARTICLE 28 - MANAGEMENT RIGHTS

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

ARTICLE 29 - PERSONNEL RECORDS

- (a) A "personnel file" shall be defined as the file maintained by the City and/or Department for the purpose of retaining records related to an employee's employment status, work history, training or disciplinary records. It is understood that a personnel file does not include material relating to medical records, pre-appointment interview forms, Internal Affairs files, or applicant background investigation documents such as, but not limited to, psychological evaluations and polygraph results.
- (b) **Records Request Notice.** The Employer will promptly notify an employee upon receipt of any request by a third party (someone not working for the City) for disciplinary or other confidential information in the employee's personnel file. If practical, the Employer will provide at least forty-eight (48) hours' notice before releasing any such information. The Employer will allow the employee and the Guild the opportunity to legally object to unwarranted disclosures.
- (c) Each employee's personnel files shall be open for review by the employee at reasonable times and with reasonable notice, provided that employees shall not have the right to review psychological evaluations or supervisor's notes prepared for the purpose of employee evaluations. Once the employee evaluation has been finalized, supervisor notes prepared for the purpose of the evaluation will be destroyed. The City and Guild have competing proposals and agree to remove this issue for continued bargaining and mediation as its own issue independent of collective bargaining agreement negotiations.
- (d) .Departmental written reprimands shall be removed from the employee's official

personnel file(s) after three (3) years, assuming the employee has not received any other similar or related discipline during that period. An employee's departmental written reprimands which have been removed pursuant to this requirement may not be used against the employee by the Department in any subsequent disciplinary determination. The City and Guild have competing proposals and agree to remove this issue for continued bargaining and mediation as its own issue independent of collective bargaining agreement negotiations.

ARTICLE 30 - MEDICAL RECORDS

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

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

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

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

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

In the event of a grievance, the Employer will release to the employee a copy of the medical information that has been provided to the Employer in evaluating fitness for duty. The Employer will work with the employee to obtain additional information from the

examining professional. The employee making the request for release or transfer of examination materials shall execute waiver forms as needed.

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

ARTICLE 31 - SEVERABILITY AND SAVINGS

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

ARTICLE 32 - DURATION

This agreement shall remain in full force and effect until midnight on December 31, 2024. The agreement may be amended at any time by the mutual consent of both parties. All acts taken by the parties prior to the actual execution date of this agreement consistent with the terms contained herein are hereby ratified and confirmed.

The City agrees to continue to have collaborative discussions in labor management and with elected officials on the future of police department fleet assignment and vehicles.

DATED this _____ day of _____, _____.

CITY OF BELLINGHAM:

BELLINGHAM POLICE GUILD:

Mayor

Guild President

Attest: _____
Finance Director

Contract Negotiator

Approved as to form:

City Attorney

Departmental Approval:

Police Chief

Human Resources Director

APPENDIX A
CITY OF BELLINGHAM
2023 Uniformed Police Salary Structure
PLAN D
7.0% Increase January 1, 2023

	<i>Step A</i>	<i>Step B</i>	<i>Step C</i>	<i>Step D</i>	<i>Step E</i>
Salary Grade 28 Police Officer Recruit	\$6,228	6,851			
Salary Grade 29 Patrol Officer	\$7,057	\$7,516	\$8,005	\$8,525	\$9,079
Salary Grade 30 Traffic Officer Detective Crime Scene Investigator	\$9,079	\$9,351	\$9,632		
Salary Grade 31 Evidence & I.D. Officer Corporal	\$9,632	9,921	\$10,219		
Salary Grade 32 Sergeant	\$10,219	\$10,526	\$10,842		

I. Deferred Compensation

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

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

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

II. Longevity Pay - Plan A

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

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

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

APPENDIX A
CITY OF BELLINGHAM
2024 Uniformed Police Salary Structure
PLAN D
4.0% Increase January 1, 2024

	<i>Step A</i>	<i>Step B</i>	<i>Step C</i>	<i>Step D</i>	<i>Step E</i>
Salary Grade 28 Police Officer Recruit	\$6,477	\$7,125			
Salary Grade 29 Patrol Officer	\$7,339	\$7,816	\$8,324	\$8,865	\$9,441
Salary Grade 30 Traffic Officer Detective Crime Scene Investigator	\$9,441	\$9,724	\$10,016		
Salary Grade 31 Evidence & I.D. Officer Corporal	\$10,016	\$10,316	\$10,625		
Salary Grade 32 Sergeant	\$10,625	\$10,944	\$11,272		

I. Deferred Compensation

Effective February 1, 2024, for all active LEOFF II bargaining unit members with fewer than 15 years Longevity, the City shall match contributions made to the City's voluntary deferred compensation program of five percent (5%). The City shall match up to the applicable percentage of the employee's then current base salary. The City may establish those procedures and forms necessary to efficiently implement and maintain this program, and reasonable restrictions upon an employee's ability to change their contribution level during a calendar year.

Effective February 1, 2024, or upon ratification of the collective bargaining agreement, whichever is later), for Police Guild members with 15 or more years seniority, the City's total deferred compensation match shall be no more than 2% as provided below.

Effective February 1, 2024, for all enrolled Police Guild members, the City shall match contributions made to the City's voluntary deferred compensation program up to two (2%) percent of the employee's Appendix A salary. This two percent (2%) match does not convert to longevity at 15 or more years seniority.

II. Longevity Pay - Plan A

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

YEARS OF SERVICE	EFFECTIVE February 1, 2024
5 years of service	2.75%
10 years of service	4.00%
15 years of service	4.5% plus additional 5%* = 9.5%
20 years of service	7.5% plus additional 5%* = 12.5%
25 or more years of service	8.5% plus additional 5%* = 13.5%

* The City's 5% deferred compensation match is converted to longevity for Police Guild members with 15 or more years seniority.

APPENDIX B

SPECIAL ASSIGNMENT PAY

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

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

C. Officer-in-Charge of HDU —Effective February 1, 2024, four percent (4%) of Appendix A salary. The OIC shall be counted towards the four (4) member cap for HDU.

D. Hazardous Devices Unit (HDU) - Effective February 1, 2024, designated officers, other than the officer in charge of this unit, required to participate in calls regarding items which appear to be bombs or other hazardous devices will be paid three percent (3%) of Appendix A salary in lieu of call out pay. This special assignment pay and assigned members shall be capped at four (4) members, including the Officer-in-Charge.

Upon ratification of the 2023-2024 agreement by the Parties, a one Thousand Dollar (\$1,000) one-time, flat rate payment shall be made in lieu of retroactivity for HDU members premium increase, for those with nine (9) months or more on the HDU team in 2023.

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

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

G. Field Training Officer – 6% of Appendix A salary while training.

H. SWAT - Effective February 1, 2024, SWAT team members shall receive three percent (3%) of Appendix A salary. A Committee of Management and Guild members will be convened to determine how team members are added to and removed from the SWAT team. This special assignment pay and assigned members shall be capped at eighteen (18) members.

Upon ratification of the 2023-2024 agreement by the Parties, a one Thousand Dollar (\$1,000) one-time, flat rate payment shall be made in lieu of retroactivity for SWAT members premium increase, for those with nine (9) months or more on the SWAT team in 2023.

I. SWAT Sergeant - Effective February 1, 2024 the SWAT Sergeant shall receive four percent (4%) of Appendix A salary.

Upon ratification of the 2023-2024 agreement by the Parties, a one Thousand Dollar (\$1,000) one-time, flat rate payment shall be made in lieu of retroactivity for the SWAT

Sergeant premium increase, so long as the SWAT Sergeant had nine (9) months or more on the SWAT team in 2023.

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

K. Crisis Negotiation Team (CNT) - Effective February 1, 2024 the CNT shall receive three percent (3%) of Appendix A salary. Capped at 12 paid members.

Special Assignment Pays for SWAT, CNT, and HDU shall not be stacked and are capped at a total of three percent (3%) for team/unit members or four percent (4%) for OIC/Sergeant.

APPENDIX C

TWENTY-EIGHT DAY WORK CYCLE

2023

12/6/22-1/2/23
1/3/23-1/30/23
1/31/23-2/27/23
2/28/23-3/27/23
3/28/23-4/24/23
4/25/23-5/22/23
5/23/23-6/19/23
6/20/23-7/17/23
7/18/23-8/14/23
8/15/23-9/11/23
9/12/23-10/09/23
10/10/23-11/6/23
11/7/23-12/4/23
12/5/23-1/1/24

2024

1/2/24-1/29/24
1/30/24-2/26/24
2/27/24-3/25/24
3/26/24-4/22/24
4/23/24-5/20/24
5/21/24-6/17/24
6/18/24-7/15/24
7/16/24-8/12/24
8/13/24-9/9/24
9/10/24-10/07/24
10/08/24-11/04/24
11/05/24-12/02/24
12/03/24-12/30/24
12/31/24-1/27/25

APPENDIX D

Bellingham Police Department Memorandum

INTERNAL INVESTIGATION WARNING

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

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

Employee

Date

Investigating Officer

Witness

APPENDIX E

MEDICAL RELEASE

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

The above-named doctor may advise my employer regarding:

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

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

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

Any necessary restrictions on my work or duties;

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

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

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

Patient

Date

APPENDIX F

HEALTH AND WELFARE

1. Hospital and Medical Benefits.

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

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

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

High Deductible Health Plan (HDHP) with Health Savings Account (HSA): For employees choosing the Regence HDHP the City will contribute the difference between the City's monthly contributions to the most expensive plan and the monthly premium for the HDHP at the employee's coverage tier to the employee's HSA, up to the IRS maximum. The City's contributions to the HSA will be paid into the employee's account in 24 equal semi-monthly contributions.

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

- c. If AWC changes the terms of the AWC Regence HealthFirst 250 plan or the Regence High Deductible Health Plan with Health Savings Account, or Kaiser changes its Cooperative Plans identified above, the City can implement those

changes on the date the change is effective per AWC. The City will provide the Guild thirty days advance notice of the changes. In the event the changes substantially and materially impact bargaining unit members in an adverse fashion, the Guild may bargain the impacts of the change(s). When bargaining impacts, the parties will consider both the impact on employees of the changes and the amount of additional premium paid by the City for insurance for that year.

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

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

- 3. Organized Benefit Communication Program.** An organized benefit communication program shall be established for the purpose of providing updates on benefits, tips for using health services, and other information to assist in monitoring claims.
- 4. Wellness Program.** The City agrees to have in place a program (a) to provide employees with information, advice and activities concerning health and fitness with the goal of encouraging healthy lifestyle behaviors to reduce the risk of serious disease and injury, and (b) to encourage bargaining unit members and their families to utilize medical benefits wisely and in a cost-savings manner.
- 5. Dental and Vision Coverage.** The Guild agrees to establish a trust program to provide dental and vision coverage for bargaining unit members and dependents. For the calendar year 2018, the City shall pay into the trust an amount equivalent to the then current contribution made by the City into the City-wide Plan for such coverage. Effective 1/1/2019, the City shall pay monthly into the trust the following amounts to provide dental and vision coverage for bargaining unit members and dependents.

DENTAL

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

VISION

Per member per month	\$11.86
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Should additional funds be required, the employees shall be responsible for all such amounts, and shall assume all risk in connection with this program. The

determination of eligibility requirements, benefit coverage, and all other related matters shall be the responsibility of the Guild, and not the City. The Guild agrees to provide the City, upon request, with all information which is reasonably necessary to enable the City to periodically evaluate this benefit program, and ensure itself that funds are being properly spent.

6. Life Insurance. The City shall provide employees for the term of this agreement life insurance coverage in an amount equal to 2 times the employee's annual salary, effective as soon as administratively possible following ratification and signing of this agreement by both parties. Life insurance shall remain in force for the duration of approved FMLA or Military Leaves.

7. COBRA. Employees shall be entitled to receive those health and welfare benefits provided by the Federal Comprehensive Omnibus Budget Reconciliation Act of 1986.

8. Employee Benefits During Leave of Absence Without Pay shall be in accordance with City Policy PER 7.1.9.

9. Dependent Eligibility. For the purposes of Appendix F, eligible dependents include an employee's spouse, Washington state registered domestic partner, and dependent children under the age of 26.

10. Voluntary Health Plan Opt Out of Medical Plan with Financial Incentive

Guild members will be eligible to receive a City financial incentive paid to employees declining coverage on the City's medical plan in accordance with the City Opt-Out Policy.

The Employer will provide an incentive for Medical Opt-out to employees who voluntarily opt-out of the City medical coverage. Effective January 1, 2017, the medical opt-out incentive shall be calculated as fifty percent of the average of the City's monthly contributions to the two most expensive plans at each coverage tier.

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

11. Flexible Spending Accounts (FSA). The City agrees to offer medical and dependent care FSA plans according to IRS guidelines. The City reserves the right to discontinue these plans should they trigger a federal excise tax under the Affordable Care Act.