

2022-2024

COLLECTIVE BARGAINING AGREEMENT

Between

The

City of Bellingham

and

The Fraternal Order of Police

Matt Herzog Memorial Lodge #24,

Bellingham Labor Committee

Table of Contents

PREAMBLE.....	6
ARTICLE 1 - DEFINITIONS.....	6
ARTICLE 2 - RECOGNITION.....	6
2.1 Bargaining Representative	6
2.2 New Classifications	7
2.3 Contract Proposals	7
ARTICLE 3 - UNION SECURITY	7
3.1 Membership	7
3.2 Dues Deduction	7
3.3 Bargaining Unit Roster.....	8
3.4 Nondiscrimination Union Activity	8
ARTICLE 4 - FOP/EMPLOYER RELATIONS.....	8
4.1 FOP Access.....	8
4.2 Facility and Equipment Use	8
4.3 Labor Management Committee	8
4.4 Negotiations Release Time	9
4.5 Grievance Release Time	9
ARTICLE 5 - EMPLOYMENT	9
5.1 Probationary Periods.....	9
5.2 Types of Employment.....	9
ARTICLE 6 - HOURS OF WORK AND OVERTIME	9
6.1 Workday/Workweek	9
6.2 Rest/M meal Breaks	9
6.3 Recognition for Additional Duties	9
ARTICLE 7 - EMPLOYMENT PRACTICES.....	10
7.1 Nondiscrimination	10
7.2 Recruitment and Selection	10

7.3	Personnel Files.....	10
7.4	Fitness for Duty and Medical Examinations	11
7.5	Discipline Corrective Action	11
ARTICLE 8 - SENIORITY AND LAYOFF.....		13
8.1	Definitions	13
8.2	Retention Credit	13
8.3	Loss of Seniority.....	13
8.4	Layoffs and Recall	13
8.5	Notice	13
8.6	Request for Volunteers.....	14
8.7	Leave Benefits During Reinstatement From Layoff.....	14
ARTICLE 9 - WAGES.....		14
9.1	Wages and Compensation.....	14
9.2	Longevity Pay.....	15
9.3	Assignment to Chief or Deputy Chief	15
9.4	Education Incentive	15
9.5	Future Changes.....	16
ARTICLE 10 - OTHER COMPENSATION		17
10.1	Duty Staff Officer Assignment	17
10.2	Mileage Reimbursement/Take Home Vehicle.....	17
10.3	Clothing and Equipment	17
10.4	Deferred Compensation	18
ARTICLE 11 - HOLIDAYS.....		18
11.1	Holiday Eligibility	18
11.2	City Holidays	18
11.3	Designated Holidays	19
11.4	Floating Holiday	19
11.5	Required Work on Holiday	19
ARTICLE 12 - VACATION		19
12.1	Vacation Accrual.....	19
12.2	Earning Vacation.....	19
12.3	Years of Service	19

12.4	Maximum Accrual.....	19
12.5	Use After Earned	19
12.6	Request in Advance	19
12.7	Vacation Cash Out at Retirement or Separation	20
12.8	Cancellation of Vacation for Court Appearances	20
12.9	Vacation Leave Bank Cascade	20
ARTICLE 13 - SICK LEAVE		20
13.1	LEOFF II Employees.....	20
13.2	Sick Leave Cash Out.....	20
13.3	Donating Accrued Vacation.....	21
13.4	Sick Leave Bank Cascade	21
ARTICLE 14 - LEAVES OF ABSENCE		21
14.1	In General	21
14.2	Jury Duty/Court	21
14.3	Military Leave	21
14.4	Bereavement	21
14.5	Maintenance of Seniority	22
14.6	Family Leave and Medical Leave	22
14.7	Inclement Weather.....	22
ARTICLE 15 - HEALTH & WELFARE		22
15.1	Benefit Eligibility.....	22
15.2	Benefit Providers	22
15.3	Medical Plan Choice	23
15.4	Health Plan Premium Cost-Sharing for 2018-2020	24
15.5	Voluntary Medical Plan Opt-Out	24
15.6	Health and Welfare Committee	25
ARTICLE 16 - SAFETY		25
16.1	Drug Free Workplace.....	25
16.2	Workplace Violence.....	25
ARTICLE 17 - GRIEVANCES		26
17.1	Grievance Defined	26
17.2	Election of Remedies	26

17.3	Grievance Procedure Steps	26
17.4	Selection of Neutral.....	27
17.5	Arbitration Hearings.....	27
17.6	Time Limitations	27
ARTICLE 18 - NO STRIKE / NO LOCKOUT.....		27
18.1	No Strike/No Lockout	27
ARTICLE 19 - MANAGEMENT RIGHTS AND RESPONSIBILITIES		27
19.1	Management Rights and Responsibilities	27
19.2	Work Assignments.....	28
ARTICLE 20 - GENERAL PROVISIONS		28
20.1	Savings Clause	28
ARTICLE 21 - ENTIRE AGREEMENT		28
21.1	Duration Clause	28
21.2	Entire Agreement	28
APPENDIX A - LONGEVITY PREMIUM & EDUCATION INCENTIVE PROGRAM		31
APPENDIX B - MAXIMUM EMPLOYER CONTRIBUTION AMOUNTS.....		32

PREAMBLE

This agreement ("Agreement"), made by and between the City of Bellingham, hereinafter referred to as the Employer, and the Fraternal Order of Police Matt Herzog Memorial Lodge #24, *Bellingham Labor Committee*, hereinafter referred to as the FOP.

The purpose of the Employer and the FOP in entering into this Agreement is to set forth the entire agreement with regard to wages, hours, and working conditions, to promote uninterrupted public service, efficient operations, and harmonious relations, giving full recognition to the rights and responsibilities of the Employer and the Employees.

ARTICLE 1 - DEFINITIONS

As used herein, the following terms shall be defined as follows:

"Bargaining Unit" shall include all commissioned employees bearing the rank of Lieutenant within the City of Bellingham Police Department. Excluded from this agreement are the Chief, Deputy Chiefs, Captains, Sergeants, Corporals and Officers and all non-commissioned employees of the Department, and any confidential employees.

"Day" shall be defined as calendar days, except where designated as business days (Monday through Friday, excluding holidays). Whenever any calculation of days is required by this Agreement, "Day 1" shall be defined as the first full calendar day immediately following the day an event occurs that triggers the calculation. If the last day of the calculated period of days is a Saturday, Sunday, or a holiday, the last day of the period shall be the next calendar day that is not a Saturday, Sunday, or holiday.

"Employee" shall mean regular and temporary employees in the bargaining unit (as defined in Article 2, 3 and 5) covered by this agreement.

"Employer" shall mean the City of Bellingham, Washington.

"Immediate family" shall be defined as persons related by blood, marriage, or legal adoption in the degree of relationship of grandparent, parent, wife, husband, brother, sister, child, grandchild or domestic partner defined as a WA State registered same or opposite sex domestic partnership where one partner is over the age of 62.

"Retirement" shall be defined as voluntary separation from employment when the employee is retirement eligible under the Washington State Department of Retirement Systems rules regardless of whether the employee files with DRS for retirement benefits.

ARTICLE 2 - RECOGNITION

2.1 *Bargaining Representative*

The Employer recognizes the FOP as the sole and exclusive bargaining representative for all members of the Bargaining Unit.

2.2 *New Classifications*

The Employer may create new positions or classifications; such may be designated as non-represented and excluded from the Bargaining Unit. The parties agree that the positions designated by the Employer to be within the non-represented pay plans shall be excluded from the bargaining unit.

If the FOP disagrees with the non-represented designation for a new or reclassified position, the parties recognize that the determination of whether the position is included within the bargaining unit may be reviewed by PERC.

2.3 *Contract Proposals*

The Employer recognizes the FOP negotiation team as the exclusive contract negotiator. The Employer agrees to negotiate contract proposals with the members of the FOP negotiation team only. The FOP recognizes the City as the representative of the people of the City of Bellingham and agrees to negotiate only with the City through the negotiating agent or agents officially designated by the Mayor to act on its behalf.

The FOP will notify the Human Resources Director and the Police Chief in writing of their designated representatives.

ARTICLE 3 - UNION SECURITY

3.1 *Membership*

The Employer recognizes the Lieutenants may become members of the FOP. The FOP accepts its responsibility to fairly represent all employees in the bargaining unit regardless of membership status.

All Lieutenants may become members of the FOP under this Agreement.

3.2 *Dues Deduction*

The Employer, when authorized and directed by a member of the FOP in writing and signed by the employee, upon an authorization form provided by the Employer, shall deduct FOP dues from the wages of an employee and forward such sum to the FOP.

An authorization for payroll deduction may be canceled upon written notice to the Employer and the FOP before the 15th day of the month prior to the month in which the cancellation is to become effective, subject to the provisions of this article.

Should any employee not have any monies due him or the amount of such monies is not sufficient to satisfy the assessments, no deduction shall be made for that employee for that month.

The FOP shall indemnify, defend, and hold the Employer harmless against claims made and against any suit instituted against the Employer on account of any check-off of dues for the FOP, or any other action taken by the Employer under this Article pursuant to the request of the FOP. The FOP shall refund to the employer any amounts paid to it in error on account of the check-off

provision upon presentation of proper evidence thereof.

3.3 *Bargaining Unit Roster*

The Employer shall provide the FOP with a roster of employees covered by this Agreement on a monthly basis.

The FOP agrees to supply both the Police Chief and Human Resources with a current list of bargaining unit officers. The Employer will recognize the officers as soon as the written list is received by the Department and Human Resources.

3.4 *Nondiscrimination Union Activity*

Neither party shall discriminate against any employee or applicant for employment because of membership in or non-membership in or activity on behalf of the FOP. Any asserted violation of this Section is not subject to the grievance procedure in the event a similar assertion is filed with PERC.

ARTICLE 4 - FOP/EMPLOYER RELATIONS

4.1 *FOP Access*

Representatives of the FOP shall be allowed on the premises of the City to attend Civil Service meetings, grievance procedures, and collective bargaining sessions but shall not conduct business in the operating areas of the department nor interfere with on-duty personnel. If the Police Chief (or designee) and/or Human Resources Director determine that the practice is disruptive, they shall have the authority to curtail it.

The FOP 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 FOP meetings shall not be considered to be performing regular duty and shall not be paid by the City for such time.

4.2 *Facility and Equipment Use*

Except as otherwise provided herein, the FOP recognizes that City equipment, including computer systems, facilities, and supplies are for City business, and cannot be used for FOP business.

The City shall permit the reasonable and lawful use of one bulletin board by the FOP for the posting of notices relating to official FOP business. Such bulletin board shall not be used for political purposes or any other non-official business.

4.3 *Labor Management Committee*

The Labor Management Committee shall meet as needed at the request of either party, provided that five (5) business days' notice of the meeting is given to discuss and resolve issues of continuing importance to the Union and/or Employer. All meeting time spent by one member of the Labor-Management Committee will be considered time worked if during duty hours and will be paid at the appropriate regular rate of pay.

4.4 *Negotiations Release Time*

The Employer shall allow up to two members of the FOP negotiation committee to attend negotiation sessions during on-duty time, giving full consideration to operational needs. Such members shall be designated by the FOP at least one (1) week in advance of the first negotiations session.

4.5 *Grievance Release Time*

The Employer shall allow one member of the FOP to be released from duty to attend grievance meetings with the Employer.

ARTICLE 5 - EMPLOYMENT

5.1 *Probationary Periods*

The probationary period for new Lieutenants will be a total of six (6) months from the date of promotion.

5.2 *Types of Employment*

The employment positions of this bargaining unit are covered by Civil Service regulations. Regular and temporary position appointments are described therein.

ARTICLE 6 - HOURS OF WORK AND OVERTIME

6.1 *Workday/Workweek*

Hours of Work and Work Week - Recognizing that flexibility is required in the scheduling of assignments for Lieutenants, and that Lieutenants are exempt from overtime under the FLSA the normal work week shall be the equivalent of forty (40) hours per week. Scheduling changes may be made by the Police Chief when there is an operational need requiring a different schedule than that assigned to the employee. Lieutenants may be allowed to flex their schedules as they have historically done, consistent with the operational requirements of the department.

6.2 *Rest/M meal Breaks*

For employees on eight (8) and ten (10) hour shifts or any other mutually agreed work schedule, a work day shall include at least a thirty (30) minute paid lunch break.

6.3 *Recognition for Additional Duties*

It is recognized that employees may be required to spend additional time and take on additional duties over and above their regular work week engaged in activities on behalf of the City. Such activities include time spent on-call as Duty Staff Officer (DSO). In recognition of additional time and duties, the parties have agreed to increase base salary by 2% effective January 1, 2015. The base rate for January 1, 2015 included in Appendix A has incorporated this amount. The former provisions concerning Management Leave will be terminated effective January 1, 2015.

ARTICLE 7 - EMPLOYMENT PRACTICES

7.1 ***Nondiscrimination***

The Union and the Employer agree to provide equal opportunity as to the provisions of this Agreement to all their members and employees. Neither the Employer nor the Union shall discriminate against any person on the basis of such person's race, sex, marital status, color, creed or religion, national origin, age, veteran status, sexual orientation or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

7.2 ***Recruitment and Selection***

Recruitment and selection shall be conducted in accordance with City Civil Service Rules.

7.3 ***Personnel Files***

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.

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 FOP the opportunity to legally object to unwarranted disclosures.

Each employee's personnel file will be open for review by the employee at reasonable times and with reasonable notice, provided that an employee shall not have the right to review pre-employment psychological evaluations or supervisor's notes prepared for the purpose of employee evaluations. The employee may review fit for duty psychological evaluations but the City shall not be required to release fit for duty psychological evaluations to the FOP without a written release from the employee.

Employees shall have the right to provide a written response to any written evaluation or disciplinary actions to be included in the personnel file, which will be retained with the action in the personnel file.

Records of disciplinary action shall be retained permanently.

The parties recognize that while the City may retain such records, after (5) years records of disciplinary action, other than those resulting in demotion, re-assignment or loss of time or pay, may not be used in a subsequent discipline or discharge case provided no other discipline has occurred.

7.4 *Fitness for Duty and Medical Examinations*

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 and state and federal law. 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 may also require examination when the Employer is able to articulate a reasonable concern about the employee's ability to perform the essential functions of the job. The Employer also has the right to require such certification from its own physician, consistent with business necessity. An employee may request that his/her personal physician be designated as the examining physician. In the event the City designates its own physician, the City shall pay the costs of such examinations. No employee shall lose pay because a required physical and/or mental examination is scheduled by the Department during all or part of his/her normal work day. When the City requires an employee to attend a medical examination at a physician selected by the City, the employee shall be paid for the time spent traveling to and from the exam and for the duration of the exam.

The Employer will comply with the Americans with Disabilities Act in all such examinations. All medical records maintained by the Employer will be maintained in separate confidential files, as required by law. The information provided to the Employer shall be limited to 1) whether the employee is fit for duty, and information relevant to any potential accommodations; 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. The same restriction shall apply for all subsequent re-evaluations.

7.5 *Discipline Corrective 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.

Section 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 Police Chief, or designee, that the employee has become the subject of a formal internal affairs investigation or investigation by the Human Resources Department 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 designee when acting in the capacity of Internal Affairs Officer. The written notice given to the employee shall notify the employee that he/she is the subject of an investigation which may result in disciplinary action, and provide sufficient information concerning the nature or subject of the investigation so as to reasonably apprise him/her of the allegations. Complaints of Discrimination, Harassment, Retaliation and other matters related to EEO laws and regulations shall be investigated by the Human Resources Department or by an outside investigator in coordination with the Human Resources Department. All requirements outlined in this section will still apply.

Section 2. The employee may voluntarily waive the 48-hour period between the receipt of such notification and the interview. In such instances, the waiver shall be in writing and a copy shall be forwarded to the bargaining unit representative.

Section 3. At the conduct of such interviews, and if the employee so requests, an FOP representative shall be present, and may participate to the extent required by law.

Section 4. It is understood that this Article applies to employees who are the subject of an investigation which could reasonably be expected to lead to the employee's suspension, demotion or termination. Nothing in this Article shall be construed so as to prevent the interviewing by supervisory personnel of their subordinates as necessary for the conduct of departmental business, or the routine investigation of complaints. The FOP 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 FOP representation present.

Section 5. The interview of an employee shall be at a reasonable hour, unless the exigency of the interview dictates otherwise. At the cost of the requesting party, the employee or the City may request that an investigative interview be recorded. There can be no "off-the-record" questions. Upon request, the employee under investigation shall be provided an exact copy of any written statement the employee has signed or, at the employee's expense, a verbatim transcript of the interview.

Section 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".

Section 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.

Section 8. Nothing in this Article shall be construed as to prevent the Police Chief 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.

Section 9. No employee shall be required to take a polygraph test. This provision does not apply to applicants for employment.

Section 10. Within a reasonable period after the conclusion of the investigation, and no later than forty-eight (48) hours 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).

Section 11. Any disciplinary action will be taken within 20 days of the date the completed investigation file is brought to the attention of the Police Chief. The City may request that the FOP extend this twenty (20) day period, and such requests will not be unreasonably denied.

Section 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.

ARTICLE 8 - SENIORITY AND LAYOFF

8.1 Definitions

Seniority shall be established upon appointment to a regular full-time budgeted position as a Lieutenant within the bargaining unit.

Classification Service Credit: the total number of continuous service credit months as a Lieutenant, as calculated per City Civil Service Rules.

8.2 Retention Credit

Per Civil Service Rules, the total of an employee's accumulated service credit earned through regular appointment in a class and higher classes in a promotional series of classes, or in a combination of classes or service approved by the Commission for calculation of retention credit. Retention credit is used to determine order of layoff and displacement, and rank on a reinstatement or supplemental register.

8.3 Loss of Seniority

An employee will lose seniority rights by and/or upon resignation, discharge, retirement, failure to return from an approved leave of absence, or failure to accept recall from a reinstatement register.

8.4 Layoffs and Recall

The determination of whether layoffs or reductions in hours are necessary shall be made by the Employer. Layoffs, reductions in hours, displacement and reinstatement will be conducted in accordance with City Civil Service Rules. Employees being laid off, subject to hours reduction or displaced shall be given as much written notice as is practicable.

8.5 Notice

The FOP shall be notified of all layoffs thirty (30) days prior to the effective date of the layoff. Upon request, the Employer will meet with the FOP to discuss the layoffs.

8.6 ***Request for Volunteers***

When implementing the provisions of the layoff procedure, the Employer may first seek, by a five (5) business day posting process, volunteers for layoff or voluntary resignation. If there are more volunteers than affected employees, volunteers will be chosen by Classification Service Credit. Employees who volunteer for layoff may opt for recall per City of Bellingham Civil Service Rules.

8.7 ***Leave Benefits During Reinstatement From Layoff***

All bargaining unit members who are laid off during a reduction-in-force who are reinstated to the Lieutenant classification are eligible for reinstatement of benefits and application of time as outlined below. The following provisions only apply when the reason for placement on the Reinstatement Register was the result of a layoff.

- 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 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 (per Civil Service Rules) has expired the employee will be treated as a new employee for matters of administering leave benefits.

ARTICLE 9 - **WAGES**

9.1 ***Wages and Compensation***

Wages or salary shall be in accordance with Appendix A, which reflects the following general wage increases:

Effective January 1, 2022: Lieutenant base rate of pay will be set at 17% above top step Sergeant base rate of pay (Salary Grade 32, Step C)

Effective January 1, 2023: Lieutenant base rate of pay will be set at 18% above top step Sergeant

base rate of pay (Salary Grade 32, Step C)

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. Any cashouts of leave balances will also not be included in calculation of retroactive payments.

Retroactive pay upon contract settlement will be available to previous employees who left in good standing.

9.2 Longevity Pay

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 the following longevity pay:

Effective January 1, 2015

<u>YEARS OF SERVICE</u>	<u>Longevity Rate</u>
<i>10 or more years of service</i>	2.5%
<i>15 or more years of service</i>	3.0% <i>Plus 5.75%* in lieu of City match to deferred compensation = 8.75 %</i>
<i>20 or more years of service</i>	7.5% <i>Plus 5.75%* in lieu of City match to deferred compensation = 13.25%</i>
<i>25 or more years of service</i>	8.5% <i>Plus 5.75%* in lieu of City match to deferred compensation = 14.25%</i>

* 5.75% increase in Longevity is in consideration for eliminating a deferred compensation employer match for FOP employees with 15 or more years seniority.

B. As employees qualify for each longevity level, such additional longevity pay shall be granted in the calendar month following qualification. The amount listed at each service level is the total longevity pay and shall not be cumulative.

9.3 Assignment to Chief or Deputy Chief

Assignment to acting Chief or acting Deputy Chief will be made at the sole discretion of the Police Chief. Employees assigned to Chief or Deputy Chief for thirty (30) days or more will not be covered by this Agreement for the duration of the assignment.

9.4 Education Incentive

Employees who have received educational credits from an accredited institution will be eligible for an educational incentive added to the employee's base salary, as set forth below.

BA/BS Degree: 5.0%

Associate's Degree or 90 quarter credits or 60 semester college credits: 2.0%

It is the employee's responsibility to have their diploma or transcripts provided from an accredited institution to the Deputy Chief of Operations in order to be eligible for the Incentive. The Education Incentive shall be added to the monthly rate of pay of the employee's current classification.

9.5 Future Changes

The City of Bellingham ("City") and the Fraternal Order of Police Matt Hertzog Memorial Lodge #24 ("FOP"), representing the Bellingham Police Lieutenants ("Lieutenants"), agree that it would be mutually beneficial to minimize the bargaining process in the future. The members of the FOP are supervisors at the City, and protracted bargaining is detrimental to the overall management and operation of the Police Department and the City.

As such, the parties have agreed that with regard to the major economic items of wages, deferred compensation, education incentive and longevity, the mutual expectation of the parties is that the Lieutenants will receive the same changes as received by the members of the rank-and-file unit. For wages, this means that the timing and amount of the annual percentage increase will be the same for the two bargaining units. If there is a change in the deferred compensation contribution, education incentive or longevity schedule of the rank-and-file unit, it will also be applicable to the Lieutenants. The parties may agree to structure such benefits differently (i.e., 1% of the deferred compensation remains as deferred compensation in the rank-and-file unit contract and is moved into longevity in the Lieutenant's contract).

It is also recognized that on occasion the rank-and-file unit will negotiate an increase in wages, deferred compensation, education incentive or longevity in exchange for increased flexibility or other management objective(s) of the City. The intent of the parties is that when this occurs, either the City or the FOP may reopen this Agreement in order to negotiate a similar or related change for the Lieutenants. In this event, the increase in wages, deferred compensation, education incentive or longevity will become effective only upon resolution of the reopened contract bargaining as will the change in the contract itself. In the event the change is unique to the rank-and-file unit and does not affect the wages, hours or working conditions of the Lieutenants, and the increase in wages, deferred compensation, education incentive or longevity is clearly linked to the change in the wages, hours or working conditions of the rank-and-file bargaining unit, the increased compensation will not be applicable to the Lieutenants.

Any changes to any wage, hour or working condition contemplated after the expiration of this agreement and during a contract hiatus, shall not be implemented until such time as the parties have signed a new bargaining agreement. This Article is not intended a.) to interfere with negotiated effective dates of changes in labor agreements between the City of Bellingham and the Lieutenants' bargaining unit; or b.) in any way to prohibit the parties from mutually agreeing to wages, hours and working conditions (either higher or lower) than that which exists in the rank-and-file unit.

This agreement is intended to provide guidance to both the parties and to any future interest arbitrator. In reaching this agreement, the parties recognize that their future negotiations will be guided by the rank-and-file settlement and economics. In any interest arbitration proceeding, there shall be a strong presumption that the status quo doctrine shall be applied to the bargaining and economic relationships established by this agreement, rather than reliance on comparables.

ARTICLE 10 - **OTHER COMPENSATION**

10.1 ***Duty Staff Officer Assignment***

DSO responsibility begins each Monday at 8 a.m. and concludes on the following Monday at 8 a.m. From Monday through Friday the DSO shall be available during all non-business hours. On Saturday, Sunday and holidays the DSO shall be available 24 hours each day. The DSO must remain in the Whatcom County area and be available to respond to the station within 30 minutes. Assignment to (or from) the Duty Staff Officer rotation is at the discretion of the Police Chief or command designee. In the event the Duty Staff Officer is called out on a holiday for a significant period of time they will be allowed to take another day off. Any such days must be used in the calendar year.

10.2 ***Mileage Reimbursement/Take Home Vehicle***

The City will retain its current policy with regard to take home vehicles. All such usage must be consistent with all departmental general orders and standard operational procedures. In the event the City wants to change the take home vehicle policy, the City will give the FOP prior notice and bargain the same upon request.

10.3 ***Clothing and Equipment***

- A. The Employer shall provide necessary uniforms and equipment. The Employer agrees to replace or repair equipment or clothing belonging to the employee, when such property is damaged in the line of duty through no fault of the employee, per Bellingham Police Department Policy. The Employer will retain its current practice with regard to uniform cleaning. The employer will not replace personally owned items that are not reasonably required to perform work for the City.
- B. The Employer shall purchase and supply to employees such clothing, uniforms, firearms and other equipment as designated by the Chief of Police. The Employer shall make all necessary basic uniform and equipment replacements and repairs as the need arises. Lieutenants assigned to Patrol and Outreach will be paid \$175 boot allowance every two years by February 15. Lieutenants who rotate into the Patrol and Outreach Lieutenant position will have the boot allowance prorated.
- C. All equipment for the safety and performance of personnel shall be furnished and maintained by the Employer. The Employer shall provide payment for gas mask prescription lenses under this section when the employee provides a prescription showing that corrective lenses are required.

- D. A clothing allowance in the amount of \$600 will be allowed for the PIO, OPR and Investigation Lieutenants. Eligible employees shall receive the yearly allowance by February 15th. Lieutenants who rotate into PIO, OPR and Investigation Lieutenant positions will have the clothing allowance prorated. In the event clothing is damaged in the line of duty within its normal lifetime, the Lieutenant shall be reimbursed for the cost of repair or the normal value of the item in accordance with the following ratio; remaining lifetime/total lifetime. For the purpose of this section, total lifetime of a clothing article shall be one year. Reimbursement value for a suit shall be up to \$250.00; for a sport jacket up to \$150; for slacks up to \$60.00.
- E. The Employer will arrange and pay for the cleaning of one uniform or one set of plain clothes per employee per week (including uniform jacket, as required).

10.4 ***Deferred Compensation***

The City shall match contributions made to the City's voluntary 457 deferred compensation program of five and three quarters (5.75%) percent of the employee's salary for employees with fewer than 15 years of service. The City's matching contribution shall match up to the applicable percentage of the employee's Appendix A salary. The City shall 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.

Employer and employee contributions to a 457 deferred compensation plan will be made only to the ICMA plan, except that employees with 15 or more years of service not receiving an employer match may continue to contribute to other plans.

ARTICLE 11 - **HOLIDAYS**

11.1 ***Holiday Eligibility***

Full-time regular employees receive eight (8) hours of holiday pay for 12 designated holidays per year. Eligibility for holiday pay will start from the beginning of employment. An employee who is in an unpaid status for the entire pay period in which a holiday occurs will not be entitled to the holiday pay.

11.2 ***City Holidays***

- January 1
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Juneteenth
- Fourth of July
- Labor Day
- Veteran's Day
- Thanksgiving Day and the Day After
- Christmas Day plus one day before or after as designated by the City.

11.3 ***Designated Holidays***

When a holiday falls on a weekend, the observed holiday is the normal workday closest to the holiday.

11.4 ***Floating Holiday***

Full-time regular employees will be credited each January 1 with one floating holiday for use by December 31 of the current calendar year. Unused floating holidays will not be carried over to the next calendar year or paid upon retirement or termination of employment. If unused, they will be forfeited. Floating holidays may only be used in full-shift increments.

11.5 ***Required Work on Holiday***

Lieutenants who are assigned by a superior ranking officer to work on a holiday or are called out on a City holiday shall be allowed to take another day off in lieu of the holiday missed.

ARTICLE 12 - **VACATION**

12.1 ***Vacation Accrual***

Employees shall accrue vacation benefits in accordance with the following schedule based on years of service with the City of Bellingham.

Vacation Monthly Accrual Schedule

During the Following Years of Service	Hours Accrued Per Month
0 – 4 years	10.00
5 – 9 years	13.33
10 years and over	18.67

12.2 ***Earning Vacation***

Employees accrue vacation leave for each month in which they are in paid status for 120 hours whether work hours or paid leave hours.

12.3 ***Years of Service***

For the purposes of this article, years of service with the Department is determined by the number of months the employee has been in paid status for 120 hours in the month.

12.4 ***Maximum Accrual***

The maximum vacation accrual is two years.

12.5 ***Use After Earned***

Employees may use vacation in the month immediately after earning the leave time.

12.6 ***Request in Advance***

Employees must request vacation leave in advance and have approval from the supervisor. The Police Chief or designee determines and advises employees of advance time needed to review and approve or disapprove a leave request.

12.7 *Vacation Cash Out at Retirement or Separation*

Cash out is limited at retirement or separation to the Maximum Accrual. Employees may not “run-out” paid time after the last day of work. The employee’s last day worked will be the last day of employment.

12.8 *Cancellation of Vacation for Court Appearances*

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

12.9 *Vacation Leave Bank Cascade*

Vacation leave requested in excess of the accrued leave balance available will default to leave without pay (LWOP).

ARTICLE 13 - SICK LEAVE

13.1 *LEOFF II Employees*

In recognition of the fact that LEOFF II employees do not receive unlimited disability leave pursuant to RCW 41.26, as amended, the City shall grant LEOFF II employees sick leave accrual at the rate of 8 hours for each calendar month of service, not to exceed a total accrual of 1060 hours. To accrue sick leave for the month, employees must be in paid status for 120 hours whether work hours or paid leave hours. LEOFF II employees may use accumulated sick leave, in the month immediately after earning the leave time. Sick leave may be used for the following reasons:

- (1) Illness in the immediate family, as defined in the City’s sick leave policy.
- (2) Doctor and dental appointments.
- (3) Paternity leave to a maximum of ten (10) 8 hour days, or the number of shifts in two regularly assigned calendar weeks (if regular assigned shift hours are greater than 8), unless additional days are approved by the Chief.
- (4) Female employees shall be entitled to use accrued sick leave during the first six (6) - eight (8) calendar weeks immediately following delivery (6 calendar weeks for normal childbirth, or 8 calendar weeks for C-section).

13.2 *Sick Leave Cash Out*

Upon retirement, a LEOFF II employee shall receive payment for up to a maximum of 30% hours of accumulated sick leave. In the event of an employee death in the line of duty, 100% of the sick leave balance will be paid to the employee’s surviving spouse. If the employee has no surviving spouse, the balance shall be paid to the employee’s children (prorated equally if more

than one). If the employee has no surviving spouse or eligible children, the balance shall be paid to the estate of the employee. Payment is calculated at the hourly equivalent of the employee's base pay.

An employee shall be deemed to have retired for the purposes of sick leave cash out when the employee voluntarily 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.

13.3 Donating Accrued Vacation

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

13.4 Sick Leave Bank Cascade

Sick leave requested in excess of the accrued leave balance available will default in the following order and draw down available balances until the request is filled or until no paid leave time is available and will then revert to leave without pay (LWOP):

1. Vacation Leave
2. Leave without pay (LWOP)

ARTICLE 14 - LEAVES OF ABSENCE

14.1 In General

Leave of absence requests shall not be unreasonably denied, based on operational impact. All leaves are to be requested in writing as far in advance as possible. Any leave of absence shall be governed by existing City policies.

As appropriate for the type of leave requested, paid leave accruals will be utilized prior to unpaid leave, unless otherwise provided for in this Agreement.

14.2 Jury Duty/Court

An employee who is required to serve on Jury Duty shall be authorized leave with pay. Any amount received from the court for such service shall be re-paid to the employer.

14.3 Military Leave

All regular employees shall be allowed military leave as required by law.

14.4 Bereavement

In the event of a death in the immediate family of an employee, as defined in Article 1, 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 Police Chief.

Other paid bereavement leave up to 1 day may be granted for any other family member or friend at the discretion of the Chief. If more than 1 day is requested, approval is at the discretion of the Human Resources Manager or designee.

14.5 *Maintenance of Seniority*

The Employer shall adjust the employee anniversary date to reflect any period of unpaid leave of thirty (30) continuous days or more, unless prohibited by law.

14.6 *Family Leave and Medical Leave*

Family leaves and Medical leaves will be allowed consistent with State and Federal law and existing City policies.

14.7 *Inclement Weather*

Employee rights and responsibilities during severe weather and emergency or disaster conditions are covered by the current Inclement Weather Policy of the Employer. The goal shall be to continue to provide essential Employer services, consistent with public and employee safety and emergency operations priorities. Law enforcement is critical to these essential services and the expectation is that employees will report to duty as scheduled.

ARTICLE 15 - HEALTH & WELFARE

15.1 *Benefit Eligibility*

- A. Regular full-time and Limited Term full-time bargaining unit members and any eligible family members may enroll in the City's medical, dental and vision plan coverage starting the first day of the calendar month following employment in, or conversion to, a bargaining unit position.
- B. Eligible family members include an employee's spouse and dependents for whom the employee has provided appropriate documentation.

15.2 *Benefit Providers*

- A. Medical and Dental: Medical and dental insurance will be provided to eligible bargaining unit employees through a City selected benefit provider.
 - i. Coverage is set forth in the medical and dental benefit plan documents, including amendments. Copies of these plan documents are available in the Human Resources Department.
- B. Vision: Vision insurance will be provided through the City's self-insured vision plan.
 - i. Coverage is set forth in the vision benefit plan documents, including amendments. Copies of these plan documents are available in the Human Resources Department.
- C. Union Provided Dental and Vision: During the term of the Agreement, the Union may elect to provide dental and vision coverage for bargaining unit members and dependents through different plans, although the overall contribution of the City may

not be increased as a result of such an election. Thereafter, the City shall adjust the contribution rates by the same percentage as the change for the comparable dental plan or City vision plan for non-represented employees (E-Team). Should additional funds be required, the employees shall be responsible for all such amounts. If the Union elects to provide dental and vision coverage, the City will be provided with 75 days' notice prior to the effective date of the new plan(s). In the event of such an election, the determination of eligibility requirements, benefit coverage, and all other related matters shall be the responsibility of the Union, not the City. The Union 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.

- D. Life Insurance: The City shall provide all LEOFF II benefit-eligible employees for the term of this agreement life insurance coverage in an amount equal to 2 times the employee's annual salary. There is a reduction in benefits for employees over 65 years old per Certificate and Summary Plan Description.
- E. Long-Term Disability: The City will provide all benefit-eligible employees the same long term disability insurance plan in effect for E-Team plan employees. The employer shall pay 100% of the premium. The employee will pay applicable taxes on employer paid premiums.

15.3 ***Medical Plan Choice***

A. Medical Plans:

Each year, the FOP may select medical plans for the following year from the list of plans provided by the City. One of the plans offered must be a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA). The City will provide a list of available plans no later than October 15th each year and the FOP will notify the City of their selection by November 1st of the same year.

Individual members may choose their family's plan coverage from any of the plans selected by the FOP.

No plan will be offered that triggers a federal excise tax (including employer contributions to the HSA) under the Affordable Care Act. The parties will meet after premium rates are released for the following year to select new plan(s), if necessary. Should the parties be unable to select new plans by October 1, the replacement plan(s) for the following year will be the plan(s) that fall just below any applicable federal excise tax cap. This provision will be effective beginning January 1, 2018 and each January 1 thereafter.

Premium cost-sharing for employees and covered family members will be determined as outlined in (15.4) below. Employer contributions to the HSA are determined as outlined below.

B. Dental: The City agrees to maintain dental plan coverage comparable in plan design to AWC dental plan F.

C. Vision: The City agrees to maintain the vision plan coverage at the current rate of coverage. The vision plan provides coverage for glasses and contacts and eye exams.

D. 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.

15.4 ***Health Plan Premium Cost-Sharing***

- A. The Employer will increase the Employer's cost for medical premiums by up to 6% per year in 2022, 2023, and 2024 (Maximum Monthly Employer Contribution Amount). If the premium for a plan is higher than the maximum monthly employer contribution, the employee will be responsible for paying the difference. If the premium rate for any plan selected by the FOP is less than the maximum monthly employer contribution amount, then the actual premium amount will be paid. See Appendix B for maximum monthly employer contribution amounts.
- B. High Deductible Health Plan/Health Saving Account (HSA): For employees choosing the HDHP with HSA, the employer will put the difference between the premium for the HDHP plan and the maximum monthly employer contribution into a HSA. The employer and employee contribution to the HSA shall not exceed the IRS maximum. The HDHP with HSA will comply with all IRS regulations.

15.5 ***Voluntary Medical Plan Opt-Out***

The employer will provide the following incentive rates for medical opt-out to employees who voluntarily opt-out eligible enrollees from the City medical coverage:

	Incentive Per Month
Employee	\$150
Spouse Dependent	\$150
1 st Child Dependent	\$75
2 nd Child Dependent	\$75

- Payable monthly as taxable wages, unless the employee elects to contribute an equivalent amount to a deferred compensation savings plan or FSA, if eligible based on health plan selection, during the specified enrollment period.
- 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. For example, if one child remains on the medical plan and two or more children are opted out, the opt-out payment is capped at \$75 per month.
- Eligible enrollees include State registered Domestic Partners of employees and their eligible dependents as defined in Article 1.

15.6 Health and Welfare Committee

The City hereby agrees to maintain a joint labor-management Health and Welfare Committee. This Committee shall meet on an annual basis or as required, on City time, for discussion of health and welfare issues of mutual concern. The Unions shall name one (1) member and one (1) alternate.

The Committee will research increasing health care costs, as well as plan design and potential options for health care program delivery in an effort to control health care costs in a manner mutually beneficial to employees and the City. The Committee will have the authority to recommend changes to the plans offered by the City. The City will work with a third-party benefits broker to evaluate feasibility of the recommendations and report back to the Committee. The City recognizes the recommended changes may require ratification by the members.

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. The union will take an active role in promoting and educating its members in prudent health care use.

ARTICLE 16 - SAFETY

16.1 Drug Free Workplace

The City and the FOP agree to abide by the City of Bellingham Police Department Substance Abuse Policy and the City Drug Free Workplace Policy.

16.2 Workplace Violence

The employer is committed to employee health and safety. Workplace violence, including threats of violence by or against a City employee, will not be tolerated and should be immediately reported whether or not physical injury occurs, except those in the course and performance of law enforcement duties. The City and the FOP agree to abide by the City of Bellingham Preventing Violence in the Workplace Policy.

ARTICLE 17 - GRIEVANCES

17.1 ***Grievance Defined***

A grievance shall be defined as a dispute or disagreement raised by an employee or the FOP 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 14 days of the occurrence of the alleged grievance or within 14 days of the date the employee knew or should have known of its occurrence.

17.2 ***Election of Remedies***

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.

17.3 ***Grievance Procedure Steps***

All grievances shall be processed in the following manner:

Step 1. The grievance shall be submitted in writing by employee or FOP to the employee's immediate supervisor, as described above. 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 supervisor shall respond within fourteen (14) days.

Step 2. If the grievance is not resolved at Step 1, the FOP may forward the grievance to Step 2 within fourteen (14) days of the Supervisor'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 FOP. The Grievance Committee shall meet to discuss the grievance within thirty (30) days of the submission to the Grievance Committee.

Step 3. If a majority of the Grievance Committee is unable to resolve the grievance, it may be forwarded by the FOP to the Police Chief (in writing) within fourteen (14) days of the meeting of the Grievance Committee. The Chief shall have fourteen (14) days to render a decision on the matter.

Step 4. If the FOP remains unsatisfied after Step 3, it may elect within fourteen (14) days of the completion of Step 3 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 5. The FOP may forward a grievance to binding arbitration within twenty (20) days of the completion of Step 3, or within twenty (20) days of the completion of Step 4 if the parties elect mediation. The submittal to arbitration shall be made in writing.

17.4 *Selection of Neutral*

For grievances relating to disciplinary actions, discharges or terminations covered by RCW 41.58, the parties shall request an arbitrator from the Public Employment Relations commission (PERC) consistent with RCW 41.58.

For all other grievances, the parties shall initially seek to agree upon a mediator or arbiter. If the parties are unable to agree, the FOP 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.

17.5 *Arbitration Hearings*

The arbitrator will commence hearings, if possible, within sixty days after his/her selection and shall render an award, in writing, within thirty days after submission. The award of the arbitrator shall include his/her written findings and conclusions and shall be final and binding on the parties to this agreement and upon the complaining employee(s). The mediator's and/or arbitrator's fees and expenses shall be borne equally by the City and the FOP. 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.

17.6 *Time Limitations*

The City and the FOP 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 FOP 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 FOP to move the grievance to the next step in the procedure.

ARTICLE 18 - NO STRIKE / NO LOCKOUT

18.1 *No Strike/No Lockout*

It is understood and agreed that the services performed by City employees included in this Agreement are essential to the public health, safety, and welfare. Therefore, the employees and the FOP agree that there shall be no strikes, slowdowns, or stoppage of work, or any interference with the efficient operation of the Police Department. Violation of this Article shall subject the employee to disciplinary action or discharge as determined by the Employer. The remedy for violation by the FOP shall be subject to the grievance procedure, in addition to any other legal or equitable remedies available to the Employer. The Employer shall not lockout any employee during the life of this Agreement.

ARTICLE 19 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

19.1 *Management Rights and Responsibilities*

The FOP recognizes that the Employer retains the exclusive rights and responsibilities to operate and manage the business of the City, to direct, control and schedule its operations and workforce and to make any decisions affecting the City. Such prerogatives shall include, but not

be limited to, the sole and exclusive rights and responsibilities to: recruit; hire; promote, lay-off, assign, classify, reclassify, evaluate, transfer; discharge and discipline employees for just cause; select and determine the number of its employees, including the number assigned to any particular work; increase or decrease that number; direct and schedule the workforce; determine the location and type of operations; determine and schedule when additional hours shall be worked; install or move equipment; determine the work duties of employees; promulgate, modify, post and enforce policies, procedures, rules and regulations governing the conduct and acts of employees; select supervisory and managerial employees; train employees; create or eliminate jobs; relieve employees because of lack of work, retirement, or for other legitimate reasons; discontinue or reorganize or combine any department or branch of operations with any consequent reduction or other change in the workforce; or relocate bargaining unit work; introduce new and improved methods of operation or facilities, regardless of whether or not such may cause a reduction in the workforce; establish work performance levels and standards of performance for the employees; and in all respects carry out, in addition, the ordinary and customary functions of management, except as specifically expressed in the terms of this Agreement.

19.2 *Work Assignments*

It is recognized that in order to efficiently and effectively provide police services, it is necessary to assign and reassign work. Work assignments are determined by, and may be changed at, the discretion of the Police Chief. The FOP recognizes the right of the Employer to assign additional work duties to the bargaining unit, and/or to re-assign work from the bargaining unit to others in the Department.

ARTICLE 20 - GENERAL PROVISIONS

20.1 *Savings Clause*

Unless explicitly otherwise provided in this Agreement, the provision of the City Civil Service Rules and Regulations shall be applicable to the members of this bargaining unit.

Should any provisions of this Agreement be found to be in violation of any federal, state or local law, all other provisions will remain in full force and effect for the duration of this agreement. Should state or federal law require the amendment or deletion of an article or section, the City and the Union will bargain for the purpose of reaching an agreement consistent with such legislation.

ARTICLE 21 - ENTIRE AGREEMENT

21.1 *Duration Clause*

Except as otherwise stated herein, this agreement shall become effective on signature by both parties and will carry through December 31, 2024. In the event negotiations for a new agreement have not been completed by the termination date of this agreement, the provisions contained in this agreement shall remain in effect until the conclusion of the negotiations for a new agreement.

21.2 *Entire Agreement*

This agreement expressed herein in writing constitutes the entire agreement between

the parties, and there shall be no amendment, except in writing and with the agreement of both parties.

SIGNATURES

Dated this _____ day of _____, 2022

CITY OF BELLINGHAM

By _____

Mayor

Date _____

By _____

Fraternal Order of Police

Date _____

Attest: _____
Finance Director

Approved as to form:

City Attorney

Departmental Approval:

Police Chief

Human Resources Director

APPENDIX A - Longevity Premium & Education Incentive Program

Longevity Premium

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:

<u>YEARS OF SERVICE</u>	<u>EFFECTIVE JANUARY 1, 2021</u>
10 years of service	2.5%
15 years of service	3% plus additional 5.75%* = 8.75%
20 years of service	7.5% plus additional 5.75%* = 13.25%
25 or more years of service	8.5% plus additional 5.75%* = 14.25%

<u>EDUCATIONAL CREDITS</u>	<u>EFFECTIVE JANUARY 1, 2018</u>
AA or 90 quarter/60 semester hours	2.0%
BA/BS	5.0%

APPENDIX B - Maximum Employer Contribution Amounts

2022 Maximum Monthly Employer Contribution Amounts

Coverage Type	Employer Contribution per Tier
EE	845.14
EE & SP	1646.20
EE & 1 CH	1251.65
EE & 2 CH	1584.57
EE SP & 1 CH	2052.70
EE SP & 2+ CH	2385.64

2023 Maximum Monthly Employer Contribution Amounts

Coverage Type	Employer Contribution per Tier
EE	\$ 895.85
EE & SP	\$ 1744.97
EE & 1 CH	\$ 1326.75
EE & 2 CH	\$ 1679.64
EE SP & 1 CH	\$ 2175.86
EE SP & 2+ CH	\$ 2528.78

2024 Maximum Monthly Employer Contribution Amounts

Coverage Type	Employer Contribution per Tier
EE	\$ 949.60
EE & SP	\$ 1849.67
EE & 1 CH	\$ 1406.35
EE & 2 CH	\$ 1780.42
EE SP & 1 CH	\$ 2306.41
EE SP & 2+ CH	\$ 2680.51