

MEMORANDUM OF UNDERSTANDING
by and between
CITY OF BELLEVUE, WASHINGTON
And
The BELLEVUE POLICE OFFICERS' GUILD

1040 Patrol Shift Schedule Trial

The City of Bellevue ("City") and Bellevue Police Officer's Guild ("BPOG") mutually agree to implement what will be referred to as the "1040 Patrol Schedule" for a trial period of one bid year from January 6, 2019, through January 4, 2020.

When the Department implements the 1040 Patrol Schedule shift pursuant to this Memorandum of Understanding (MOU) between the parties, the patrol shift times shall be as set forth below for the length of the effective trial period.

THE PATROL 1040 SCHEDULE

This schedule will apply only to the eight Patrol squads; 1A, 1B, 2A, 2B, 3A, 3B, 4A, and 4B.

Officers, Corporals, and Sergeants assigned to the eight Patrol squads will work 10-hour 40-minute shifts on a 28-day cycle that repeats throughout the year. Three separate rotations will make up the 28-consecutive day cycle:

- 5 days on duty, 4 days off duty, followed by
- 5 days on duty, 4 days off duty, followed by
- 5 days on duty, 5 days off duty.

The parties recognize that during the initial transition onto the 1040 Patrol Schedule the different Patrol squads may have a different order/sequence of the three rotations. However, once the schedule is set the order/sequence of the three rotations will be as set forth above.

This schedule shall be referred to as the "1040 patrol schedule".

These shift hours equal 160 hours over the 28-day period.

The parties recognize that when an employee is transferred into or out of the 1040 schedule, which works 53 hours and 20 minutes per rotation, to a different schedule that works 40 hours per week, it may cause an issue with regard to the number of hours an employee works in a particular rotation or week. As such, the timing of the transition will be selected by the Department with consideration of how the date of transfer would impact the number of hours worked in a particular rotation or week.

The selection of employees for transfers shall be done consistent with the current practice and parties' CBA. This agreement is not intended to establish any rights regarding the selection of employees for transfer.

SHIFT START AND ENDING TIMES

The following hours apply to Patrol Officers:

1st Shift	0600-1640
2nd Shift	1000-2040
3rd Shift	1600-0240
4th Shift	2000-0640

Based on the 1040 schedule there will be two overlap days every month for the 1st and 2nd shifts and for 3rd and 4th shifts. Overlap days will occur on a Friday.

VACATION LEAVE SCHEDULING

In recognition that this shift schedule reduces a current overlap shift on Saturday nights, the following will be the vacation leave scheduling for 3rd and 4th shifts working on Saturday:

7 officers/corporal(s) assigned to squad - One Officer or Corporal may be off on vacation/comp time;

8 officers/corporal(s) assigned to squad - Two Officers/Corporals may be off on vacation/comp time;

9 officers/corporal(s) assigned to squad - Total of three Officers/Corporals may be off on vacation/comp time.

In recognition that the number of officers/corporal(s) assigned to 3rd and 4th shifts can impact the ability of employees of those shifts to take vacation and compensatory time, it is the City's intent during the trial period of this MOU that 3rd and 4th shifts will be staffed at a level of 8 officers/corporal(s) prior to 1st and 2nd shift being staffed with more than 7 officers/corporal(s).

Vacation and sick leave accrual shall be consistent with vacation and sick leave accrual as set forth in the collective bargaining agreement. Premium Holiday compensation will be paid per Article 15 of the Collective Bargaining Agreement. Holiday accrual in lieu of holidays off will accrue as set forth in Article 15 of the Collective Bargaining Agreement at eight (8) hours per holiday. Because the shift is 10 hours and 40 minutes, the leave necessary for an entire shift will be 10.67 hours.

TRAINING DAYS

The standard 10-hour 40-minute shift will be utilized to cover training time. Any training day up to 10 hours and 40 minutes but not less than 8 hours will be counted as an entire work day. A training day that consists of less than 8 hours requires the employee to work the remaining hours short of the full 10 hours and 40 minutes for that day on the shift they were scheduled to work; the employee shall be permitted to take the remaining time off utilizing accrued leave if the employee wants to take the remaining time off utilizing accrued leave, but no employee shall be required to utilize accrued leave.

In-Service Training Days. In-service training days are planned out for the entire year. As it is deemed unduly disruptive to the Bellevue Police Department, personal leave such as vacation or comp time will not be allowed on scheduled in-service days. Minimal exceptions may be allowed with prior approval by the employee's Captain. If an employee misses in-service

training, they will be required to make up the missed training as a logged work day with no overtime applied.

Voluntary Training Days. Voluntary training days on scheduled days off will be taken as logged as worked days. The date(s) the logged as worked trade days are taken will be by mutual agreement between the employee and their supervisor per minimum staffing requirements as stated herein and must be used within the same 28-day work period. If the day(s) selected by the employee are not possible due to minimum staffing requirements, other provisions in this agreement, or the collective bargaining agreement, the supervisor and employee will attempt to mutually select another day off. If they cannot find another agreeable day the trade days may be selected by their supervisor.

Mandatory Training Days. Mandatory training on scheduled days off will be paid as overtime unless by mutual agreement it is taken as logged as worked days as staffing levels allow, or comp time at the employee's discretion.

Mandatory training days on scheduled work days may require the employee to flex their hours to attend. The Supervisor may temporarily alter the shift start time to allow for attendance at a mandatory training on a scheduled work day per the parties' CBA and current practice. This flexing of shift hours will occur without additional compensation, unless otherwise provided for in the CBA.

TEMPORARY MODIFICATIONS TO THE CBA

For the time that the trial period is occurring, the parties' Collective Bargaining Agreement ("CBA") shall be temporarily modified with respect to patrol employees working the 1040 schedule as follows:

- 10.A The basic week of service for each employee not assigned to the patrol 1040 schedule shall be not more than forty (40) hours. That basic work week shall be defined as Sunday 0700-Sunday 0700. The basic work period for each employee assigned to the 1040 schedule shall be not more 160 hours split equally in three rotations during a twenty-eight (28) consecutive day cycle.
- 10.C Each employee working five (5) eight (8) hour work days shall receive one hundred and four (104) furlough days per year. Each employee working four (4) ten (10) hour work days shall receive one hundred and fifty-six (156) furlough days per year. Each employee working a 1040 schedule shall receive 13 furlough days per 28-day cycle.
- 2.K "Furlough Day": A furlough day is one of the two or three days per week normally scheduled as a day off on a schedule other than the patrol 1040 schedule, or one of the four or five days per rotation normally scheduled as a day off on a patrol 1040 schedule.
- 10.D Each employee shall be assigned a regular starting time which normally shall not be changed prior to the beginning of the following week, except by mutual agreement between the parties. However, nothing herein shall limit the Employer's option to temporarily alter the time of such shifts when circumstances arise which would require such change in the interest of public safety or the efficiency of law enforcement. Shift changes will not be made for the purpose of appearing in court. Excluding shift changes or student officers in field training (FTO), an employee's assigned work schedule will not include more than five work days in succession when assigned to a patrol 1040

schedule or four or five (5) work days in succession, otherwise, without payment of Overtime.

- 10.E Shift Exchanges - Employees may exchange shifts if such exchanges are approved in advance and in writing by the respective employee's immediate supervisor (i.e. Sergeant or above). The request will include the dates of the shifts upon which the trade(s) will occur. Such exchanges shall incur no additional expense or loss to the Employer. A "shift" shall be defined as a normal eight (8) hour, ten (10) hour, or ten (10) hour and forty (40) minute work day. Shifts may be exchanged for up to the full extent of a six-month period upon approval of both shift supervisors involved and a watch commander for the period of the exchange. The employer reserves the right to deny shift exchanges for operational considerations, e.g. each employee's work activity, the balance of work experience on both shifts and any other reason which may affect the day-to-day operations of the department or the employees involved. Once a shift trade has been approved, the employee who has agreed to work a shift shall be responsible for appearing for duty and any leave taken shall be charged to that individual. All shift trade(s) must be repaid within the same calendar bid year.

11.A Daily and Weekly Overtime

For employees not working the 1040 schedule, all work performed in excess of forty (40) hours in a workweek or in excess of the employee's assigned work schedule shall constitute overtime and shall be paid for at one and one-half the employee's regular hourly rate of pay. For employees working the 1040 schedule, all work performed in excess of 53 hours and 20 minutes in one of the three rotations or in excess of the employee's assigned work schedule shall constitute overtime and shall be paid at one and one-half the employee's regular hourly rate of pay. Overtime shall be computed and based upon actual time worked unless otherwise specified in this collective bargaining agreement. All overtime will be paid but must be authorized by the Chief of Police or his designee. Employees who are off duty and who provide assistance by telephone for a Police Department related matter will be compensated for the actual time spent on the phone, provided the phone call lasts five (5) minutes or longer. Calls that last less than five (5) minutes shall be considered de minimis and will not be compensated, except that, if on a furlough day or between shifts, an employee receives a series of phone calls that in total exceed five (5) minutes in duration, such time shall be paid for the total actual time spent on the phone calls.

- 11.G(1) one day's pay (8, 10, or 10.67 hours pay depending on his/her regular work hours);

11.H Overtime Coverage:

(A) The following guidelines shall apply to overtime coverage:

3. There will be two overlapping shifts for each squad per twenty-eight (28) day cycle. One shift will be considered an overlap shift. This designation shall be alternated during each twenty-eight (28) day cycle (e.g., In January 2019 3A will be the overlap shift on the 11th of the month while 3B will be the overlap shift on the 25th of the month). The purpose of these overlap shifts is to accommodate administrative needs (e.g., additional patrol resources, training). With reasonable notice these overlap shifts regularly assigned shift start and ending times may be adjusted according to departmental needs

so long as this adjusted time conforms with other portions of this collective bargaining agreement (e.g., not flexing schedules for the sole purpose of saving overtime funds). The schedule associated with these overlap shifts is further discussed in this MOU as well as examples provided by attachment to this MOU. With regards to staffing for overlap squads on Fridays, there is an exception that the numbers set forth in 11.H (A) paragraphs 1 and 2 of the collective bargaining agreement may be reduced by one; however, this exception shall not apply when the overlap squad has been shift adjusted to specifically cover for the absence of another squad (i.e. an in service day), and in that case paragraphs 1 and 2 shall apply.

12.C Working Out of Classification

With the exception of a corporal assuming the responsibilities of the supervisor assigned to his/her squad for a period not to exceed 40 consecutive (or 53 hours and 20 minutes for those employees on the "1040 schedule") working hours, an employee who is assigned by supervisory or command personnel to perform the duties of a higher paying classification for a full eight (8) or ten (10) hour shift, (or ten (10) hour and forty (40) minute shift for those employees on the "1040 schedule"), whichever is applicable, shall be paid at the rate of the minimum pay (as specified in the City Salary Ordinance) for the higher paying classification in which he performs the duties for the time he is on duty in that classification. Whenever possible, the Employer will assign an employee who is on the most current promotional eligibility list to work out of classification.

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

EFFECT OF SUBSEQUENT CHANGES TO THE COLLECTIVE BARGAINING AGREEMENT


If a new collective bargaining agreement is ratified or the Parties subsequently execute a memorandum of understanding (MOU) that affect the terms of this Agreement, the Parties agree that they intend to apply such newly executed language in conjunction with the terms of this Agreement, and to adopt a reasonable construction of such newly executed language that harmonizes the affected terms.

MODIFICATION/TERMINATION

Should adjustments be necessary, or conflicts arise from this MOU during the trial period, the BPOG and the City agree to discuss resolutions. Any change to this agreement must be by mutual agreement between BPOG and the City.

For the bid year beginning on January 5, 2020, the parties may mutually re-execute this agreement in the month of September 2019, to maintain the 1040 bid schedule for the 2020 bid year, as described herein. If the parties do not mutually re-execute this agreement, the 2020 bid schedule shall return to status quo for patrol scheduling as existed on January 5, 2019.

Agreed to and Accepted:



Stephen Mylett, Chief of Police
(On behalf of the City of Bellevue)

Date: 11/21/18



Barak Carter, President BPOG
(On behalf of Guild)

Date: 11-20-18

Approved as to Form:



Cindy Lin, Assistant City Attorney