

A G R E E M E N T

By and Between

CITY OF BELLEVUE, WASHINGTON
and
BELLEVUE POLICE SUPPORT GUILD

(Representing the Police Support Staff Employees)

January 1, 2023
through
December 31, 2025

AGREEMENT
by and between
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by and between
CITY OF BELLEVUE, WASHINGTON
and
BELLEVUE POLICE SUPPORT GUILD
(Representing the Police Support Staff Employees)

January 01, 2023 through December 31, 2025

THIS AGREEMENT sets forth the entire Agreement by and between the CITY OF BELLEVUE, WASHINGTON, hereinafter referred to as the Employer, and the Bellevue Police Support Guild, hereinafter referred to as the Guild.

ARTICLE 1 DEFINITIONS

- 1.1 As used herein, the following terms shall be defined as follows:
- 1.1.1 "Employer" shall mean the City of Bellevue, Washington.
- 1.1.2 "Guild" shall mean the Bellevue Police Support Guild.
- 1.1.3 "Bargaining Unit" shall mean all regular, full and part-time employees working in positions listed in Appendix A and as referenced by case 20744-E-06-3197.
- 1.1.4 "Employee" shall mean a regular full-time or regular part-time employee in the bargaining unit covered by this Agreement as defined in Section 1.1.3.
- 1.1.4.1 "Regular, full-time" "Fully Benefited" employee shall mean an employee regularly scheduled to perform work in the bargaining unit for forty (40) or more hours per work week or assigned to work at least the minimum number of hours under the applicable definition of "full time" employees as provided in the shared responsibility laws or regulations of the Affordable Care Act as now or hereafter amended. A fully benefited employee assigned to work less than 40 hours a week will earn a prorated number of vacation and sick leave accruals, and holiday credits, which reflects the proportion his/her regularly scheduled work week is to a work week of 40 hours. Pro-ration is necessary to determine the benefits outlined in Sections 13.2, 13.4.1 – 13.4.8, 14.1, 15.1.2.
- 1.1.4.2 "Regular, part-time" employee shall mean an employee regularly scheduled to perform work in the bargaining unit for at least twenty-two and one-half (22.5) hours, but less than forty (40) hours per week. Regular, part-time employees shall receive a pro-ration of vacation, sick leave accruals, and holiday credits, determined by dividing the employee's regular weekly work schedule (hours) by 40 hours. Pro-ration is necessary to determine the benefits outlined in Sections 13.2, 13.4.1 – 13.4.8, 14.1, 15.1.2. "Regular, part-time" may also include any approved job-share employees (two employees sharing 1 approved budget position, 50/50) pursuant to the current City policy permitting job-share employees. This definition shall no longer apply to any employee other than those employees hired into a regular part-time status prior to 1/1/2014. All current employees hired into a regular part-time (or job share) status prior to 1/1/2014 shall be grandfathered into the status and shall continue to receive all the benefits that apply to that status as of 1/1/2014. Employees shall lose the grandfather status if they leave the organization or change status to something other than part-time (or job share).

- 1.1.5 "Monthly Salary" shall mean the base monthly rate of pay so identified and set forth within Appendix A of this Agreement. Base hourly rate shall be derived from the base monthly salary.
- 1.1.5.1 "Regular Rate of Pay" shall mean the base rate, plus any applicable premiums or special pays earned.
- 1.1.6 "Overtime" shall mean work in excess of the normal workday or the normal workweek for non-exempt employees. See Section 6.1.
- 1.1.7 "Vacation" shall mean a scheduled workday or accumulation of scheduled workdays accrued pursuant to Article 14 (Vacations) and on which a regular full-time and/or regular part-time employee (see Section 1.1.4.2 for part-time employees) may, by prearrangement, continue to receive the regular rate of compensation although he/she does not work. This definition shall not apply to other leaves (e.g. comp. time).
- 1.1.8 "Promotion" shall mean reassignment of an employee to a position of greater responsibility and a higher pay range .
- 1.1.9 "Transfer" shall mean reassignment of an employee to a position of the same or similar responsibility, same job classification and within the same pay range but into another business unit.
- 1.1.10 "Job Vacancy" shall mean a position authorized in the City's budget which the appointing authority has chosen to fill.
- 1.1.11 "Compensatory Time" shall mean paid time off earned by an employee working overtime pursuant to Section 6.1.
- 1.1.12 "Limited Term Employee (LTE)" shall mean an employee hired to serve in a position with a specific ending date which is anticipated to last for more than five (5) months but not more than three (3) consecutive years, and as further defined in Bellevue City Code section 3.79.040.

ARTICLE 2 RECOGNITION, GUILD MEMBERSHIP, & PAYROLL DEDUCTION

- 2.1 Recognition – The Employer recognizes the Guild as the exclusive bargaining representative for the employees in the bargaining unit as defined in Section 1.1.3.
- 2.2 Guild Membership – The Employer and the Union agree that membership is voluntary and the Union encourages all employees covered hereunder to become and remain members in good standing of the Union.
- 2.3 Payroll Deduction – Upon the proper authorization of any employee within the bargaining unit, the Employer shall deduct from the pay of such employee the monthly amount of dues certified by the Guild and shall transmit the same to the Treasurer of the Guild. The Guild shall hold the Employer harmless against any claims brought against the Employer by an employee arising out of the Employer making a good faith effort to comply with this Section. An employee may revoke authorization for payroll deduction of payments to the Union by written notice to the City and the Union. The City will cease the dues deduction the next scheduled deduction after receiving proper notification in accordance with state and federal law. The City shall notify the Union within 15 working days when it receives a notice of revocation.

2.4 Guild Notification – Within ten (10) working days from the date of hire of an employee, the Employer shall forward to the Guild the name and address of the new employee. The Employer shall notify the Guild of all employees leaving its employment within ten (10) working days thereafter.

ARTICLE 3 BULLETIN BOARDS AND GUILD OFFICIALS TIME-OFF

3.1 Bulletin Boards – The Employer shall provide suitable bulletin board space for posting of notices of non-controversial nature relating to Guild business.

3.2 Guild Officials Time-off – A Guild official who is an employee in the bargaining unit (Guild Board Officer and/or a member of the Guild’s negotiating committee) shall be granted time-off while conducting business vital to the employees in the bargaining unit provided:

- They notify the Employer in writing at least forty-eight (48) hours prior to the time-off period;
- The Employer is able to properly staff the employee's job duties during the time-off period;
- The wage cost to the Employer is no greater than the cost that would have been incurred had the Guild official not taken time-off; and
- Guild officials shall not transact Guild business while working on shift which in any way interferes with the operation or normal routine of any department.

ARTICLE 4 NON-DISCRIMINATION

4.1 The Employer and the Guild agree that no employee shall be unlawfully discriminated against by reason of membership or non-membership in the Guild, race, color, creed, religion, gender, age (over 40), pregnancy, veteran status, national origin, marital status, sexual orientation, gender identity, genetic information, or the presence of any sensory, physical or mental disability or any other legally protected class status.

ARTICLE 5 HOURS OF WORK

5.1 Work Schedule – The determination of the workday or workweek shall be established by the Employer. The employee's weekly work schedule shall be the equivalent of forty (40) hours in the case of a full-time employee. The Guild will be provided fourteen (14) days’ notice before any proposed change in work schedule or procedure for shift bidding and the Employer will discuss its proposal upon request and prior to any such change. The fourteen (14) days’ notice will not apply in short-term changes caused by emergency conditions or when such change is in the interest of public safety or the efficiency of law enforcement.

5.2 Regular Starting Time – Each employee shall be assigned a regular starting time which shall not be changed without a forty-eight (48) hour notice. In the event an employee's regular starting time is changed without a forty-eight (48) hour notice, a non-exempt employee shall be compensated at the rate of one and one-half (1-1/2) times the employee’s regular rate of pay for the number of hours worked outside of the employee’s previous work schedule. The overtime rate shall be paid for the first day worked during the changed starting time.

EXAMPLE: A non-exempt employee whose regular starting time is changed by two (2) hours shall receive the first two (2) hours at the overtime rate of pay and the remaining hours at the straight-time rate of pay.

1.5 x 2 hours = 3 hours pay

1 x 8 hours = 8 hours pay

Total Hours = 11 hours pay for the first day based on a 10-hour day.

- 5.3 Rest and Meal Breaks - The Employer shall provide each employee with a fifteen (15) minute rest break during the first half shift, and a second fifteen (15) minute rest break during the second half shift, and a one-half (1/2) hour meal break as the workload allows. Subject to prior approval of the supervisor, rest and meal periods may be combined, so long as remains consistent with this paragraph.
- 5.4 Daylight Savings Adjustment – The Department shall pay one (1) hour of overtime to all non-exempt employees working an extra hour during their shift due to the fall daylight savings time adjustment period. Non-exempt employees working during the spring daylight savings time adjustment period shall either take one (1) hour of vacation or compensatory time, one (1) hour of leave without pay or work the additional hour subject to the approval of the Employer to cover the reduction of their shift hours.
- 5.5 Employees in exempt salaried positions shall be paid a predetermined amount constituting all or part of their regular compensation. The expected work schedule for a full-time regular exempt employee is forty (40) hours per week. Such employees are being paid to perform a job that may not necessarily be completed within their normal work week, and are therefore not entitled to extra compensation, overtime, or compensatory time.

ARTICLE 6 OVERTIME AND CALLBACK

- 6.1 Overtime – "Work performed" shall be defined as all compensated time with the exception of sick leave, bereavement leave and compensatory time hours. All work performed in excess of a non-exempt employee's regular scheduled hours in one (1) day (8 hours for employees on an eight/forty shift schedule and 10 hours for employees on a ten/forty shift schedule), or work performed in excess of forty (40) hours in one (1) week shall constitute overtime and shall be paid for at one and one-half (1-1/2) times the employee's regular hourly rate of pay. Regular, part-time non-exempt employees shall receive daily overtime for all hours worked in excess of the regular shift schedule of the section in which they work. (See Section 1.1.4.2 for part-time employees)
- 6.1.1 Double Overtime – Double overtime shall apply to mandatory overtime hours worked in excess of twenty (20) hours per calendar month.
- 6.1.2 Compensatory Time – Compensatory time credit may be accumulated, in lieu of overtime pay, in a compensatory time bank of up to forty (40) hours maximum. The current practice for the initial approval and subsequent use of compensatory time will be maintained, consistent with the following agreement of the parties:
1. When compensatory time has been approved and placed in the scheduling book, it will be treated in the same manner and given the same priority as vacation.

2. The maximum amount of compensatory time that may be carried over in any given calendar year will be forty (40) hours.
3. Banked comp time as of December 31, of each year may be cashed out by the employee, to be paid in a lump sum, which will be based on the employee's regular hourly rate of pay as of December 31. The employee will receive this additional pay on the first paycheck of the following year.
4. In the event an employee terminates or is promoted to an exempt position, compensatory time accumulated in lieu of overtime pay will be paid on the nearest available paycheck and at the employee's regular hourly rate of pay prior to the date of termination or promotion.
5. During vacation bidding, requests for accrued compensatory time off will be treated the same as vacation requests for seniority bidding purposes.

The Employer retains the right to grant or deny the accrual of compensatory time, as in the past.

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

6.2.1 Vacation Callbacks – In the event that an employee is called back to work for any reason during an authorized vacation period or on a holiday, the employee shall be paid for every day that the callback is required as follows:

- a. one day's pay (8 or 10 hours pay depending on his/her regular hours);
- b. have the vacation day or holiday day restored;
- c. straight-time pay for hours actually worked, with a minimum payment of 3 hours
- d. compensation at the rate of time and one-half for hours worked over the number of hours in the employee's normal work day;
- e. this section does not apply to authorized vacation or compensatory time that is less than a full shift of the employee's regular work hours.
- f. A person being called back to work on a vacation day(s) or a work day outside of a person's normal shift will be compensated under this provision, except that Vacation Callbacks will not apply during the hour immediately after the employee ends his/her shift nor will it apply during the hour immediately before the employee is scheduled to return to work.
- g. Any employee may exercise the right to voluntarily opt out of vacation callback.
- h. Any employee subject to a vacation callback must notify their supervisor of the status (e.g. the employee is on vacation) prior to the callback being approved. Any employee not complying with this provision will not receive vacation callback and will only receive compensation at the standard time and a half rate.

This provision is not applicable for vacations that have been cancelled or revoked by the Department prior to the date the employee would have begun their vacation. (See Article 14.3.1)

- 6.3 Overtime shall be computed and based on actual time worked.
- 6.4 The Employer shall make reasonable attempts to give preference to regular employees for overtime and position openings taking into account the need to have experienced personnel on each shift.

For all other available hours, including open shifts (shifts held open for training or vacancies), scheduled vacations, and sick leave (40 hours or less), regular employees shall have first right of refusal.

- 6.4.1 The Employer shall assign overtime work to the employee(s) best qualified for the overtime assignment, giving preference to seniority when relative employee performance and qualifications are comparable. The assignment and approval of overtime, however, is at management's discretion and determined by the needs of the Department.

ARTICLE 7 NON-PYRAMIDING

- 7.1 Premium or overtime pay shall not be duplicated or pyramided unless required by the Fair Labor Standards Act, in which case premium or overtime pay shall be based on the employee's regular rate of pay. Compensation received by any employee for reasons other than work actually performed at the employee's City job assignment, including but not limited to sick leave, vacation leave, bereavement leave, compensatory time, civil and military leave shall not be pyramided one with another or added to compensation for actual work performed during an employee's routine work schedule.

ARTICLE 8 WORK IN HIGHER CLASSIFICATION

- 8.1 Employees may be required to perform work in a higher classification outside the duties and functions of their assigned classification. In such instances, an employee who is assigned and pre-approved by supervisory personnel to perform essential duties required within a higher paying classification for at least thirty (30) minutes shall be paid at the minimum rate established for such classification for all hours worked, but not less than ten percent (10%) of the employee's current hourly rate of pay but not more than top step of the higher paying classification. The decision to assign the duties of a higher classification is within supervisory discretion. An employee who is being paid in acting lead capacity shall earn overtime at the acting lead classification rate if working in the lead classification during the overtime hours. This Article shall also apply to project work pre-approved by supervisory personnel that involves higher classification duties and responsibilities. In the event that an employee is assigned work in a higher paid classification outside of the unit but does not assume all the duties of that classification, the employee will be paid at least ten percent (10%) of the employee's current hourly rate of pay but not more than top step of the higher paying classification.
- 8.2 Job Reclassification Review – An employee may request a job reclassification review at any time, however, a job reclassification review requested by an employee shall only occur when mutually agreed to by Police Department Management and Human Resources.

ARTICLE 9 TRIAL SERVICE PERIOD

- 9.1 New Hires – Each employee hired to fill a vacancy in the bargaining unit shall be considered on trial service for a period of twelve (12) calendar months. The Employer shall have no responsibility to re-employ or to continue City employment of trial service employees. Discharge of a new employee during any trial service period shall not be subject to the grievance procedure.
- 9.2 In-Service Promotions and Transfers – Each employee who is transferred or promoted to another classification in the bargaining unit shall be considered on trial service in that classification for a period of twelve (12) calendar months. The Employer shall not be required to hold the position open from which the employee was transferred or promoted. Re-assignment of an employee to a position previously held during trial service shall be at the sole discretion of the Employer. However, the discharge of a transferred or promoted employee from City employment shall be subject to the grievance procedure.
- 9.3 In-Series Promotions – If a police support specialist is promoted to a lead police support position and does not satisfactorily complete his/her trial service period, he/she shall be restored to the police support position previously held, as long as a position is available, unless disciplined or discharged for cause pursuant to Section 20.5 of this Agreement.

ARTICLE 10 LAYOFF AND RECALL

- 10.1 In case of a layoff, the employee with the shortest length of continuous service in the job series shall be laid-off first provided those remaining on the job have comparable qualifications and can provide efficient operations. A “job series” shall be defined as a grouping of positions or classifications requiring similar responsibilities, knowledge, abilities, skills, and experience.
- 10.1.1 In the case of recall, those employees with the longest length of continuous service in the bargaining unit affected shall be recalled first provided they can perform the duties required. An employee on layoff must keep both the Employer and the Guild informed of the address and telephone number where he or she can be contacted. When the Employer is unable to contact any employee who is on layoff for recall, the Guild shall be so notified. If neither the Guild nor the Employer are able to contact the employee within five (5) working days from the time the Guild is notified, the Employer's obligation to recall the employee shall cease. The Employer has no obligation to recall an employee after he/she has been on continuous layoff for a period of one (1) year. Also, if an employee does not return to work when recalled, the Employer shall have no further obligation to recall him.

ARTICLE 11 JOB VACANCY PROCESS

- 11.1 This Article establishes a process for the filling of regular bargaining unit vacancies.
- 11.2 The Employer shall determine whether or not a vacancy exists. If a vacancy exists, a notice to bargaining unit employees shall be posted concurrent with any outside announcement of the vacancy. Employees who desire to be considered for such openings shall notify the Employer in writing during the posting period and apply for the position as required in the job posting.

- 11.3 Vacancies and promotions shall be governed by the Rule and Regulations adopted by the Bellevue Civil Service Commission.
- 11.4 Once the examination process is completed, the Employer will establish a list of candidates who achieved a passing score and notify passing candidates as to the next steps in the process. The Guild shall be notified when a list is established.

ARTICLE 12 MONTHLY SALARIES

- 12.1 The monthly salaries of the employees covered by this Agreement shall be as set forth within Appendix A to this Agreement.

Should it become necessary to establish a new job classification within the bargaining unit during the term of this Agreement, the Employer may designate a job classification title and salary for the classification. The salary for a new classification within the bargaining unit shall be subject to negotiations at such time as the salaries for the subsequent year are negotiated or six (6) months after the classification is established, whichever is the earlier.

ARTICLE 13 HOLIDAYS AND SERVICE AWARD PROGRAM

- 13.1 The following days shall be considered as paid holidays for all full-time employees covered by this Agreement:

New Year's Day (8 hours)	1 st day of January
Martin Luther King, Jr.'s Birthday (8 hours)	3 rd Monday of January
Presidents' Day (8 hours)	3 rd Monday of February
Memorial Day (8 hours)	Last Monday of May
Juneteenth (8 hours)	19 th day of June
Independence Day (8 hours)	4 th of July
Labor Day (8 hours)	1 st Monday of September
Veterans' Day (8 hours)	11 th day of November
Thanksgiving Day (8 hours)	4 th Thursday of November
Day after Thanksgiving Day (8 hours)	The Friday immediately after Thanksgiving
Christmas Day (8 hours)	25 th of December
Two (2 – 8 hours) Floating Holidays	

- 13.1.1 The paid holidays specified above will be observed on the City-observed day of the holiday, except for Police Support Officers, who will observe the actual day of the holiday and not the City-observed day of the holiday. Eight (8) hours of holiday time that occur on an employee's regularly scheduled day off will be placed in the employee's holiday bank.

- 13.2 An employee may choose to work any of the following seven (7) named holidays: Martin Luther King Jr.'s Birthday, Presidents' Day, Memorial Day, Juneteenth, Labor Day, Veterans' Day, and the day after Thanksgiving and may bank the eight (8) hours of holiday time for use at another time during the calendar year. If an employee elects to work any of the above identified holidays the employer may require the employee to take the day off as a holiday if the employer can articulate a legitimate operational concern. Article 5.1 does not apply to the application of this holiday provision.

- 13.2.1 If the employer requires an employee to work on New Year's Day, Independence Day, Thanksgiving Day, or Christmas Day, the employee shall receive eight (8) hours holiday time added to their bank, and shall be paid at one and one-half (1-1/2) times the employee's regular hourly rate of pay for each hour worked on the holiday. Any overtime hours worked on one of these holidays shall be paid at one and one-half times this holiday pay rate of one and one-half (1.5 times 1.5 or 2.25 times the employee's regular hourly rate of pay).
- 13.2.2. "Super Holidays" for Police Support Officers: In the event that an essential employee works New Years' Day, Presidents' Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve, or Christmas, the employee shall be paid time and one-half the employee's straight time hourly rate for each hour worked on the holiday. This is an additional half-time pay over the employee's regular straight time rate of pay.
- 13.3 Any holiday leave accrued but not used by the end of the calendar year, to a maximum of forty-eight (48) hours, may be carried over to the next calendar year. Holiday leave in excess of forty (40) hours as of December of each calendar year may be cashed out by the employee at their regular rate of pay by the second paycheck in January of each calendar year. Holiday time off shall be approved/assigned by the Employer.
- 13.4 A "Service Award Program" providing for additional vacation days shall be implemented as follows:
- 13.4.1 Upon completion of five (5) years of service, an employee shall receive a letter of appreciation from his department head, a certificate of service signed by the City Manager and the Mayor, and one (1) additional vacation day (8 hours).
- 13.4.2 Upon completion of ten (10) years of service, an employee shall receive a letter of appreciation from the City Manager, a certificate of service signed by the City Manager and the Mayor, a cash bonus of one hundred dollars (\$100.00) and two (2) additional vacation days (16 hours).
- 13.4.3 Upon completion of fifteen (15) years of service, an employee shall receive a letter of appreciation from the City Manager, a certificate of service signed by the City Manager and the Mayor, a cash bonus of one hundred fifty dollars (\$150.00) and two (2) additional vacation days (16 hours).
- 13.4.4 Upon completion of twenty (20) years of service, an employee shall receive a letter of appreciation from the City Manager and the Mayor, a certificate of service signed by the City Manager and the Mayor and presented at a regular City Council meeting, a cash bonus of two hundred dollars (\$200.00) and two (2) additional vacation days (16 hours).
- 13.4.5 Upon completion of twenty-five (25) years of service, an employee shall receive a letter of appreciation from the City Manager and the Mayor, a certificate of service signed by the City Manager and the Mayor and presented at a regular City Council meeting, a cash bonus of two hundred fifty dollars (\$250.00) and two (2) additional vacation days (16 hours).
- 13.4.6 Upon completion of thirty (30) years of service, an employee shall receive a letter of appreciation from the City Manager and the Mayor, a plaque of service signed by the City Manager the Mayor and the Council members and presented at a regular City Council meeting, a cash bonus of three hundred dollars (\$300.00) and two (2) additional vacation days (16 hours).

- 13.4.7 The afore-referenced vacation days shall be single occurrences to be honored in accordance with City policy.
- 13.4.8 The afore-referenced cash bonuses and vacation days shall be adjusted in accordance with City policy as it applies to other City employees.

ARTICLE 14 VACATIONS

- 14.1 Each regular, full-time employee shall individually accrue annually a vacation on the following basis in accordance with his accumulated continuous service (part-time employees see Section 1.1.4.2):

Years of Continuous Service	Accrued hours per pay period	Accrued per month
0 - 4	4	8
5 - 9	5	10
10 - 14	6.333	12.7
15 - 19	7.333	14.7
20 years and beyond	8.333	16.7

- 14.2 An employee hired on or before the fifteenth (15th) day of any month shall accrue vacation leave from the first day of that month. An employee hired on or after the sixteenth (16th) day of any month shall accrue vacation from the first day of the next month following.
- 14.3 Time off requests shall be made in writing by December 15th or earlier at the Employer's discretion. Time-off requests are to indicate the employee's primary and secondary choices for time off. Each employee is allowed two (2) choices (one (1) choice for Records employees) in each category. Primary choices for time off will be given by seniority. Once all primary choices have been reviewed and approved/denied according to staffing limits, secondary choices will be made according to seniority and approved/denied according to staffing limits. Time off requests received after the closing date shall be given priority on a first come first serve basis and shall be submitted to a supervisor fifteen (15) calendar days prior to the actual date to be taken off. All vacation requests (primary, secondary, or other vacations) shall be approved or denied within thirty (30) calendar days of the request(s).
- 14.3.1 It is understood that such approval shall not preclude subsequent management cancellation if unanticipated staffing vacancies or City declared emergencies should require cancellation. If approved time off is canceled by the Employer to fill an anticipated staffing vacancy and the Employer gives less than five (5) calendar days' notice, the employee shall be paid time and one half (1-1/2) for any hours the employee is required to work on his/her normal work day that was previously scheduled as a day off.
- 14.3.2 If an employee becomes seriously ill or injured while on vacation, the employee may utilize earned sick leave rather than vacation leave while recuperating from such injury or illness. Use of sick leave under such circumstances is permitted only when an employee has notified the Employer at the earliest opportunity as to the time the illness or injury was incurred. If the illness or injury does not require medical treatment, the employee shall remain on vacation leave.

14.4 An employee may carry over a maximum of one (1) year of accrued vacation leave plus forty (40) hours into any successive year. Therefore, an employee may take a maximum of two (2) vacation leaves consecutively plus forty (40) hours. Vacation time accumulated in excess of the maximum limit shall be forfeited unless specifically authorized in advance by the City Manager in writing.

14.5 Upon the effective date of the termination of an employee's employment, such employee shall thereupon cease to be an employee of the Employer. Such employee shall thereupon be entitled to a sum of money equal to his former regular compensation for any earned vacation leave time which has not been used or forfeited for failure to timely claim.

ARTICLE 15 SICK LEAVE AND OTHER LEAVES

15.1 Sick Leave – Sick leave shall be available to employees after they have been employed at the City for a minimum of ninety (90) calendar days from their most recent date of hire, unless otherwise required by law.

15.1.1 Sick leave must first be earned as a result of completed service with the Employer.

15.1.2 Full-time employees shall accrue sick leave at the rate equivalent to eight (8) hours for each completed calendar month of service. Part-time employees accrue sick leave on a pro-rated basis (see Section 1.1.4.2).

15.1.3 Sick leave may accumulate until claimed and used. Up to a maximum of one thousand four hundred forty (1,440) hours of accrued but unused sick leave may carry over between calendar years. Any hours over one thousand four hundred forty (1,440) hours will be forfeited at the end of the calendar year.

15.1.4 In monitoring the use of sick leave the Employer may require verification that leave is used for an authorized purpose, as provided under FMLA, FCA and other applicable laws following three (3) or more consecutive scheduled work days of absence.

15.1.5 Sick leave may be supplemented by fully accrued and unused vacation leave time at the employee's option when all sick leave hours have been exhausted. Such supplementary hours will be considered as sick leave hours and shall not be considered "hours worked" for overtime purposes.

15.1.6 Approved grounds for sick leave include:

a) An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;

b) To allow the employee to provide care for a family member, as defined RCW 49.46.210, with a mental or physical illness, injury, or health condition; care of a family member, as defined RCW 49.46.210, who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member, as defined RCW 49.46.210, who needs preventive medical care;

c) When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such an order; and

d) Leave as provided for under Washington State's Domestic Violence Leave Act

Any employee who anticipates the need for paid and/or unpaid maternity or paternity leave is required to notify the employee's supervisor at least thirty (30) days prior to the expected start of the leave so that suitable arrangements for temporary replacement staff can be made, unless otherwise agreed between the Employer and the employee.

15.1.6.1 The Washington Family Care Act allows an employee to use any or all of the employee's choice of sick leave or other paid time off for illness, vacation, and personal holiday that is provided for under the terms of this agreement to care for:

- a child of the employee with a health condition requiring supervision or treatment or,
- a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or emergency condition.

Use of available paid time off for these reasons shall be according to the provisions of the Washington Family Care Act (RCW 49.12.265-295).

The rights and responsibilities under the Washington Family Care Act shall be governed by the provisions of that law and any other state law dealing with family or medical leave. For administrative purposes, the terms used above shall generally be understood to mean the following:

15.1.6.1.1 "Child" means a biological, adopted, or foster child, a stepchild, a legal and, or a child of a person standing *in loco parentis* who is a) under 18 years of age; or b) eighteen years of age or older and incapable of self-care because of a mental or physical disability.

15.1.6.1.2 "Health Condition Requiring Supervision or Treatment" means a) any medical condition requiring treatment or medication that the child cannot self-administer; b) any medical or mental health condition which would endanger the child's safety or recovery without the presence of a parent or guardian; or c) any condition warranting treatment or preventive health care such as physical, dental, optical or immunization services, when a parent must be present to authorize and when sick leave may otherwise be used for the employee's preventative health care.

15.1.6.1.3 "Serious Health Condition" means an illness, injury, impairment, or physical or mental condition that involves any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, and any period of incapacity or subsequent treatment or recovery in connection with such inpatient care; or that involves continuing treatment by or under the supervision of a health care provider or a provider of health care services and which includes any period of incapacity (i.e., inability to work, attend school or perform other regular daily activities).

15.1.6.1.4 "Emergency Condition" means a health condition that is a sudden, generally unexpected occurrence or set of circumstance related to one's health demanding immediate action, and is typically very short term in nature.

- 15.1.7 An employee or someone on his/her behalf shall notify the on duty supervisor of the reason for absence (such as personal illness, child illness) prior to the start of his/her regular work shift on each day of duty, whenever possible.
- 15.1.8 In a case in which an employee shall be entitled to benefits or payments under any program of disability insurance furnished by the Employer, Washington State Worker's Compensation Act, or similar legislation of the State of Washington, or any other government unit, the Employer shall pay only the difference between the benefit and payment received under such insurance or act by such employee and his regular rate of compensation that they would have received from the Employer if able to work. The foregoing payment or contribution by the Employer shall be limited to the period of time that such employee has accumulated sick leave credits as here and above specified.
- 15.1.9 Sick leave time which is used by an employee shall be deducted from their accumulated sick leave time. Accrued but unused sick leave shall have no cash value except at the time of normal service retirement. At such time the employee shall be eligible to receive ten percent (10%) cash payment of such leave but not to exceed a maximum of one-thousand four-hundred and forty (1,440) hours.
- 15.1.10 Employees are expected to be on the job, and on time, unless excused by their supervisor or department head. Sick leave for purposes other than those provided for in this Agreement shall result in disciplinary action against the employee.
- 15.2 Bereavement Leave – An employee may use up to a total of forty (40) hours administrative leave per occurrence in the event of death in the employee's immediate family. The hours must be used within sixty (60) days of death or longer with approval of the Police Chief in consultation with HR. "Immediate family" shall be defined as the employee's parent, sister, brother, spouse, children (natural, step, adopted, or foster), step-parents, mother-in-law, father-in-law, grandparents, great-grandparents, grandchildren, great-grandchildren, domestic partner and no other persons.
- 15.3 Family and Medical Leave – The federal Family and Medical Leave Act of 1993 as amended (FMLA) allows an employee twelve (12) weeks of paid and/or unpaid leave in a twelve (12) month period:
- to care for the employee's dependent child after the birth or placement for adoption or foster care.
 - to care for the employee's spouse, son or daughter, or parent who has a serious health condition.
 - for a serious health condition that makes the employee unable to perform his/her job.

The rights and responsibilities under the Family and Medical Leave Act shall be governed by the provisions of that law and any other federal statute dealing with family or medical leave. For administrative purposes, the terms used above shall generally be understood to mean the following:

- 15.3.1 "Dependent child" means children of an employee through age eighteen (18) (including stepchildren, foster children, legally adopted children, legal ward or a child of a person standing in loco parentis) who are unmarried and claimed as an exemption on the employee's federal income tax return; adult dependent children being age nineteen (19)

through age twenty-two (22) who are unmarried, attending full-time an educational institution of higher learning, and claimed as an exemption on the employee's federal income tax return; and incapacitated children who have a developmental disability or physical handicap which existed before the child reached age twenty-three (23) which is continuing, and which prevents the child from providing for his or her own support.

15.3.2 "Parent" means natural, step, adopted, foster, or an individual who stood in loco parentis to an employee when the employee was a son or daughter.

15.3.3 "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

- 1) inpatient care in a hospital, hospice, or residential medical care facility; or
- 2) continuing treatment by a health care provider.

15.4 Jury Leave – Each employee who is called to jury duty or as a non-party witness is strongly encouraged to fulfill his/her civic responsibility. A regular employee will be granted leave at his/her normal rate of pay and benefits on the regular work days he/she is waiting at the court's direction to be available for jury duty, is actually serving on a jury, or is subpoenaed as a witness arising out of the employee's work assignment. If the employee is selected to be a jury member, the employee will be released from duty for the period of the trial, beginning with the first day the employee was scheduled to work and is serving as a member of the jury. Days during the period of summons for jury duty on which the employee is not required to report to the court are still subject to the summons and the employee is expected to report to work for assignment, unless that would otherwise be their regular day off. As long as the employee is subject to the summons, their normal work hours on the employee's assigned work days will be adjusted to 0800 – 1600 and the employee will be released from work at least 10 hours prior to appearance in court. If it is the employee's regular day off, the employee is free to go home. If excused for the day prior to 1300, the employee is expected to return to work. If excused for the day after 1300, they are excused from returning to work. Compensation received for witness fees, except mileage reimbursement, must be reimbursed to the employer.

15.4.1 Exception: Any compensation received for jury duty, witness fees, or mileage reimbursement by shift workers who report for jury duty on their normal days off may be retained by the employee, thereby acknowledging these nominal fees as payment for expenses incurred.

15.5 Military leave shall be granted by the Employer in accordance with applicable law pertaining to military leave.

15.6 Domestic Violence leave shall be granted by the Employer in accordance with applicable law pertaining to domestic violence leave. (RCW 49.76 effective 4/1/08)

15.7 Domestic Partner FMLA-Like Leave: The Family and Medical Leave Act does not cover employees' domestic partners or the children of domestic partners. However, the City will allow employees with domestic partners FMLA-like leave according to HRPPM 10.17.1.1." Domestic partner" is defined in the Human Resource Policies and Procedures manual. During the course of this agreement, the Union accepts that the City may change

the definition of “domestic partner” in such a way that limits the eligibility for current beneficiaries.

- 15.8 Continuation of Benefits: The rules applicable to the continuation of benefits shall be the same as those that apply under the City’s HR Policies and Procedures Manual (HRPPM 10.25.2).
- 15.9 Department Shared Leave: The City’s Shared Leave Policy shall apply to members of the bargaining unit on a Police Department-wide basis. The rules applicable to this program shall be the same as those that apply to the City program in the HR Policies and Procedures Manual in effect upon ratification of this agreement, except that donations to and withdrawals from the shared leave bank will only be made by bargaining unit members to other employees in the Police Department.
- 15.10 Washington State Paid Family and Medical Leave (PFML): Effective January 1, 2020, a paid family and medical leave benefit will be available to eligible employees according to the provisions of RCW 50A and the Employer’s pertinent policies and procedures. Effective January 1, 2019, the employee’s share of the premiums for paid family and medical leave and any surcharges will be collected through payroll deductions and remitted to the Employment Security Department of Washington State as provided in RCW 50A.
- 15.10.1 The parties agree that bargaining unit employees will pay the premium rates and share as set by the Washington State Employment Security Department. Should the city seek to lower the employee contribution rate from what has been determined by the Department, then the parties agree to reopen this section.
- 15.11 Exempt Leave - In recognition of the performance of professional responsibilities those employees in the bargaining unit who work beyond the regularly scheduled workday, who are not compensated for overtime regardless of the time required to perform assigned tasks and who are classified as “exempt” under applicable law, the following applies:
- 15.11.1 The City will provide 8 hours of exempt leave at the beginning of the year to any exempt employee in the unit.
- 15.11.2 Additional paid exempt leave may be granted and approved to these employees, up to a maximum of 24 hours per calendar year at the discretion of the department director (i.e., Police Chief) or city manager or his/her designee.
- 15.11.3 Exempt leave is not intended to be balanced hour-for-hour with extra time worked.
- 15.11.4 Exempt leave may be taken for any purpose but must be requested and approved in advance via leave request and entered in the timekeeping system using the applicable exempt leave pay code.
- 15.11.5 Actual job duties, schedule, attendance, performance, and unscheduled absences will be considered prior to awarding exempt leave.
- 15.11.6 Exempt leave neither accrues nor accumulates. It does not carry over from one calendar year to the next, is not converted to other leave, and is not paid upon separation from city employment. Exempt leave has no cash value.

ARTICLE 16 HEALTH INSURANCE

16.1 Health Insurance – Overall, it is the intent of the parties that health benefit coverages and plan design for the Employees in the bargaining unit shall be the same as for non-represented employees of the City and that employees in the bargaining unit shall take part in and have an appointed representative on employee benefit advisory committees that may exist from time to time. Health benefits coverage will be provided in accordance with state and federal laws in existence at any given time during the term of this agreement.

The parties agree that for the plan year starting January 1 following expiration of the collective bargaining agreement, that the health insurance offered to union members will be governed by the pertinent terms from the last year of the parties' prior collective bargaining agreement that expired on December 31 of the prior year.

For the duration of the agreement, the following agreements apply:

16.1.2 The Union understands and recognizes that the monthly premium for insured plans is based on the actual rate charged to the City by the insurance company (e.g. Kaiser, Delta Dental, Willamette), and that the monthly total premiums for self-insured plans is the renewal premium equivalent rates in the annual actuary report effective each January as determined by the actuary hired for the plan. The Employer shall retain the right to self-insure medical and dental coverage. The Employee contribution shall be deducted monthly from the employee's pay check. Premiums shall only be used for allowable expenses and any unexpended funds remaining in the Health Benefits Fund at the conclusion of the benefit year shall be carried forward from year to year until expended for allowable expenses.

16.1.3 The Employee shall be obligated to pay only such premium amounts as is required pursuant to Section 16.1.5. Employees hired on or prior to November 30, 2020, and eligible for benefits prior to January 1, 2021, will be eligible to enroll in either the Core Plan, the Choice Plan, or the HMO option operated by Kaiser Permanente. Employees hired after November 30, 2020, and eligible for benefits on or after January 1, 2021, will only be eligible to enroll in either the Choice Plan or the HMO Option operated by Kaiser Permanente.

16.1.4 The Union recognizes that the Employer shall have the right to make design and cost sharing changes to the Employer provided Bellevue Health Plans to promote cost containment, provided such changes shall be made uniformly for all non-represented City employees, their dependents, and non-LEOFF employee groups evenly.

16.1.5 Premium Sharing: Employee monthly premium contributions shall be as set forth below.

The required employee premium share for the Premera Core Plan shall be the following percentage contributions of the total premium.

Self-Insured Plan	Coverage Level/Tier	Employee Contribution Percentage (of the Monthly Total Premium)
Premera Core	Employee Only	6.99%
	Employee & Spouse/Domestic Partner	16.4%
	Employee & Children	13.0%
	Employee & Family	17.8%

For the duration of this Agreement, the employee contribution percentage of the required premium toward the HMO plan provided by Kaiser Permanente will be calculated after subtracting the employee only premium from the total premium and will be as follows:

Insured Plan	Coverage Level/Tier	Employee Contribution Percentage (of the Monthly Total Premium)
Kaiser (HMO)	Employee Only	0%
	Employee & Spouse/Domestic Partner	10%
	Employee & Child(ren)	10%
	Employee & Family	10%

Employees will have the option to enroll in the Premera Choice Plan, the employee's percentage of the required premium will be calculated after subtracting the employee only premium from the total premium and will be as follows:

Self-Insured Plan	Coverage Level/Tier	Employee Contribution Percentage (of the Monthly Total Premium)
Premera Choice	Employee Only	0%
	Employee & Spouse/Domestic Partner	10%
	Employee & Child(ren)	10%
	Employee & Family	10%

16.2 The Employer shall retain the right to self-insure medical and dental coverage.

16.2.1 The Employer will continue to involve bargaining unit representatives in education and training regarding health coverage issues and any options that may be under consideration.

- 16.2.2 The Employer may open Article 16 of the collective bargaining agreement to negotiate changes to Employer provided medical and dental plans to promote cost containment or to address new requirements resulting from state or federal healthcare reform. If the provisions of the Patient Protection and Affordable Care Act change in any way after the ratification of this agreement by both parties, either party may request to meet and bargain the impacts of such changes as it relates to Article 16 of the collective bargaining agreement.
- 16.2.3 The Employer shall retain the right to select insurance carriers, change plans, plan design and/or administrators or self-insure benefits, in accordance with this article. The Union recognizes that the Employer shall have the right to make design and cost sharing changes to the Employer provided health coverage plans to promote cost containment, provide competitive health plans, and gain administrative efficiencies provided that the City shall not implement any reduction in benefits without reasonable notice and mutual agreement of the Guild/Union
- The City shall meet and confer with the Union prior to implementing any plan design, vendor, and/or self-insured changes for each year such changes may be necessary to avoid paying any federal excise tax. Should the City elect to make changes to the Bellevue Health Plans, the Union has the right to negotiate any impacts of such changes within thirty (30) days after any such changes take effect.
- 16.3 Group Life / Accidental Death and Dismemberment (AD&D) Insurance – The Employer shall pay one hundred percent (100%) of those premiums necessary to purchase life insurance coverage for each employee which shall provide for a beneficiary of such policy as designated by the employee and which shall have a face value of fifty thousand dollars (\$50,000).
- 16.4 The City and the Union agree that should the Health Care Flexible Spending Arrangement (FSA), which enables participants to set aside money on a pre-tax basis to pay for out-of-pocket health care expenses for participants and their tax dependents, count toward the Affordable Care Act excise tax threshold, it will no longer be offered after December 31 of the year preceding the implementation of the excise tax threshold. Should the value of all City-offered medical coverage offerings be below the excise tax threshold in a given benefit year the City will make reasonable efforts to offer the health care FSA at a reduced level so long as no excise tax penalties are incurred because of the health care FSA. However, the City will not offer a health care FSA in any circumstance where the maximum deferral limit for health care FSA participants would have to be less than \$1,200.00 per year to avoid incurring any excise tax penalties because of the health care FSA.

ARTICLE 17 MISCELLANEOUS

- 17.1 Maintenance of Standards – All base wages shall be maintained at not less than the highest standards in effect at the time of signing of this Agreement.
- 17.2 Termination Benefits – An employee terminating his employment shall be paid in accordance with the wage provisions in effect at the time of the termination.
- 17.3 Pension – The Employer and the employee shall participate in the Washington Public Employee's Retirement System as set forth in RCW 41.44.
- 17.4 Uniforms – In the event uniforms are required by the Employer, the Employer shall furnish employees with such uniforms or equipment required in the performance of the employee's job. This provision shall exclude footwear, except for positions which require protective safety footwear according to WISHA standards. The City will continue to provide footwear (standard uniform boots) for PSO's (on a fair-wear-and-tear basis) to maximum of \$200 per calendar year.
- 17.4.1 Employees required to wear uniforms shall be entitled to have up to four (4) uniform items cleaned each week by a City designated laundry service; however, the City will not be responsible for the laundering/cleaning of uniforms that can be washed and worn by the employee (in accordance with manufacturer instructions). Cleaning may be authorized at the sole discretion of the Chief or designee when items are extraordinarily soiled in the line of duty.
- 17.4.2 The Employer shall replace or repair any personal items and/or clothing damaged during the performance of an employee's duties excluding normal wear and tear.
- 17.5 Safety Standards – The Employer and the Guild shall cooperate in maintaining healthy and safe working conditions in accordance with Washington Industrial Safety and Health Act. The shop steward or employee representative required or requested to attend department or City-wide Health and Safety meetings shall be allowed time off with pay, provided that no compensation shall be paid off-duty personnel who attend such meetings. The Employer shall make a good faith effort to provide a clean, well-lighted and well-ventilated work place free from any obnoxious fumes, odors, rodents, or insects.
- 17.5.1 Safe Driving Award – Employees whose job assignment and regular duties require the employee to drive to complete those duties and who have driven for at least nine (9) months and who are not involved in a preventable motor vehicle accident in a calendar year shall receive a one hundred dollar (\$100.00) safe driving award on the following second paycheck in February. Such payment shall be subject to the advance written approval of the Employer.
- 17.6 Training – The Employer shall pay for training according to the need of the employee, availability of funds, and goals of department, including enrollment, books or materials required. Employees required to attend training periods outside of regularly scheduled hours shall be compensated for training time as "hours worked".
- 17.6.1 Tuition Reimbursement – Employees shall be eligible to participate in the most current Tuition Reimbursement Program provided to general employees.

- 17.7 Shift Exchanges – The Employer shall have the discretion of permitting shift changes. Advance Employer approval of employee shift exchanges is required. Requests for shift exchanges shall be in writing and administered in accordance with applicable Police Department policies and procedures.
- 17.8 Police Support Officer Workout Time – Upon ratification of this Agreement, employees in the classification of Police Support Officer shall be allowed up to two and one-half (2 ½) hours per week for work out time. Such time shall be subject to supervisor’s approval, workload, and scheduling needs.
- 17.9 Parking – Parking on the Employer’s premises (City Hall) shall be provided in accordance with the provisions of the general parking program in effect upon date of signing of this collective bargaining agreement by the parties, and as subsequently amended, with the exception of the allotment of drive free day accruals as described in 17.9.1. An employee shall pay parking fees as detailed in the parking program set forth in the Bellevue City Hall: Employee Transportation Services Handbook. The City and Guild agree to negotiate the impacts of a change in parking fees and/or the capacity for parking spaces during the term of the Agreement. The Employer and the Union shall meet to address any circumstances unique to the bargaining unit. Bargaining unit employees shall be given the opportunity to provide input along with other City employees to propose administrative changes to the plan.
- 17.9.1 Drive Free Day Accruals – BPSG bargaining unit members enrolled in an alternative commute mode (excluding Carpool with Non-city or Offsite-partner) shall be allotted eight (8) drive free day accruals in each quarter beginning January 1, 2018 (issued January 1st, April 1st, July 1st, and October 1st) to be used within the quarter issued. Unused days will not roll over to the next quarter.
- 17.9.2 Upon completion of the construction of City Hall parking garages, the City will make a reasonable effort to allow members to park in secured City parking areas.
- 17.10 Labor Management Committee – The Guild and the Employer shall form and utilize a joint labor management committee to discuss and make recommendations on matters of general concern to the employees/Employer.
- 17.11 Benefits (other than health benefits) for Regular Part-time Employees – Regular part-time employees shall receive pro-rated benefits in accordance with Bellevue City policy.
- 17.12 Volunteers – The Guild agrees to the use of volunteers by the Employer to perform work not traditionally done by bargaining unit employees, as in the past. The Employer acknowledges its duty to bargain any changes to the use of volunteer personnel that impacts the wages, hours, or working conditions of bargaining unit members as may be required by Ch. 41.56 RCW. The use of volunteer personnel to perform bargaining unit work shall not be precedent setting regarding the jurisdiction of the Guild as exclusive bargaining representative for employees performing bargaining unit work. The Guild and the Employer shall meet at Guild-management meetings per Section 17.10 to review the status of this program.
- 17.12.1 Limited Term Employee (LTE) Positions -The Guild acknowledges the City’s practice of hiring LTE’s in bargaining unit positions. Such employees shall be members of the bargaining unit but shall be at-will employees and hired under the same terms and conditions described in Chapter 3.79 of the Bellevue City Code.

- 17.12.2 Partially Benefited Employees shall be defined according to the Human Resources Policies and Procedures manual. Partially benefited employees are not in the bargaining unit except as otherwise provided by state law. If a Partially Benefited Employee becomes a member of the bargaining unit, the parties shall meet and negotiate over what terms of this Agreement apply to the employee so defined. The City agrees that the use of Partially Benefitted Employees to perform bargaining unit work shall be minimal. As such, assignment of an individual partially-benefitted employee to perform bargaining unit work shall not exceed four (4) months for such single assignment. There shall be no more than three (3) partially-benefitted employees assigned to bargaining unit work at any one time.
- 17.13 Use of Supervisors - Nothing in this Agreement shall prohibit the periodic use of supervisors to perform functions on an as needed basis as in the past.
- 17.14 CALEA Premium – Effective the first pay period after ratification of this Agreement, the assigned CALEA Assistant shall be entitled to premium pay equal to four percent (4%) during a reaccreditation year and two percent (2%) of base wages for other years for each full month the employee is assigned to be the CALEA Assistant. The City reserves the right to assign and remove the CALEA Assistant assignment. This assignment is not available to the Lead Police Support Specialist.

ARTICLE 18 DISCHARGE, SUSPENSION, AND DISCIPLINE

- 18.1 Excluding criminal matters, the Employer shall issue a written notice to an employee with a copy to the Guild when the employee is the subject of a Standards Investigation. The notice shall be delivered within fourteen (14) days of when the investigation was authorized by the Chief of Police. The Department will be excused from the notification periods to the extent necessary if delivery is not physically possible or if notification within the timeframe may place another individual at risk of harm. Except as provided for in Article 9.1, the Guild shall have the right to appeal any discharge, suspension, or disciplinary action through the grievance procedure to determine whether or not the employee (excluding trial service employees) was disciplined, suspended or discharged for cause. If the employee is covered by Civil Service Rules, the disciplinary action can either be appealed to the Civil Service Commission or grieved under this Agreement, but not both.
- 18.2 When an employee is required by the Employer to attend a formal disciplinary interview, he/she may assert the employee's Weingarten rights. The Guild representative shall not have the right to interfere with the investigation but shall be allowed to represent the employee(s) as may be required under Chapter 41.56 RCW. Formal discipline shall mean written reprimand, suspension without pay, demotion, or discharge.
- 18.3 Before a formal disciplinary interview conducted by the Employer, the employee shall be informed of the nature of the matter in sufficient detail to reasonably apprise him/her of the matter. Nothing herein shall require the Employer to disclose any information that would compromise the investigation.
- 18.3.1 Any formal disciplinary interview of an employee shall be at a reasonable hour, preferably when the employee is scheduled to be on duty, unless the exigencies of the investigation dictate otherwise.

- 18.3.2 Any formal disciplinary interview of an employee shall take place at the City Police Department, except when impractical.
- 18.3.3 The questioning shall not be overly long and the employee shall be entitled to such intermissions as are reasonably necessary.
- 18.3.4 The employee shall not be subjected to any offensive language or abusive questioning, nor shall he/she be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain his/her resignation.
- 18.3.5 The Employer shall not require any employee covered by this Agreement to take or be subjected to a lie detector test as a condition of continued employment.
- 18.3.6 The Department may, and upon request will, tape record any formal disciplinary interview. An employee may receive, upon request, a copy of the employee's taped/transcribed (if made) interview.
- 18.3.7 Where reasonably possible, discipline shall be imposed within 60 days of the Police Chief's decision.
- 18.3.8 The parties will work in good faith in resolving issues that arise through implementation of this Article.
- 18.4 In the event the Police Department (Chapter 14) Policies pertaining to disciplinary complaint and internal investigation procedures are proposed to be amended, the Guild will be notified of such proposal. Department and Guild representatives may meet to discuss the amendment as required by law.
- 18.5 The Employer retains the right to require employees to submit to medical and/or psychological examinations whenever reasonable question exists as to whether an employee can perform job-related functions and/or for safety reasons. This provision does not limit the Employer's right to require medical and/or psychological examinations as otherwise permitted or required by law.

ARTICLE 19 GRIEVANCE PROCEDURE

19.1 A "Grievance" shall mean a claim or dispute filed by an employee or the Guild on behalf of itself and the employees it represents with respect to the interpretation or application of the provisions of this Agreement. A grievance shall be filed at the lowest step at which there is authority to resolve the matter and it shall be processed in the following manner. All grievance filings and responses shall be either in hard copy or by electronic transmittal to the specified designee. If filed by electronic transmittal the receipt date shall be the date electronically sent (confirmed by a delivery receipt message)

19.1.1 STEP 1 – A grievance must be presented in hard copy or electronically by delivery receipt in writing as a Step 1 grievance, signed and submitted to the employee's immediate supervisor within fourteen (14) calendar days of its alleged occurrence. It is intended that the written grievance include a statement of the issue, Section of the Agreement violated and remedy sought. The employee's supervisor shall thereupon schedule a meeting with a Guild Board Member and the employee, if the employee so desires, for purposes of attempting to resolve the grievance. The supervisor shall issue a written response to the grievance within ten (10) calendar days after the grievance meeting. The response shall be either in hard copy or by delivery receipt of an electronic transmittal to a Guild Board member or his or her specified designee.

19.1.2 STEP 2 – If the grievance is not resolved at Step 1, the grievance, in hard copy or electronically by delivery receipt in writing, may be presented to the appropriate position(s) within the chain of command with a copy to the Human Resources Director by a Guild Board member within ten (10) calendar days after the Guild receives the supervisor's answer. The written grievance shall include a statement of the issue, Section of the Agreement violated and remedy sought. The command staff representative shall thereupon schedule a meeting with the Guild Board member for purposes of attempting to resolve the grievance. The command staff representative shall issue a written response to the grievance within ten (10) calendar days after the grievance meeting. The response shall be either in hard copy or by delivery receipt of an electronic transmittal to a Guild Board member or his or her specified designee.

19.1.3 STEP 3 – If the grievance is not resolved at Step 2, the grievance in writing in hard copy or electronically by delivery receipt may be presented to the Police Chief, with a copy to the Human Resources Director, by a Guild Board member within ten (10) calendar days after the Guild receives the command staff representative's answer. The written grievance shall include the statement of the issue, Section of the Agreement violated and remedy sought. The Police Chief shall thereupon schedule a meeting with a Guild Board member for purposes of attempting to resolve the grievance. The Police Chief shall issue a written response to the grievance within ten (10) calendar days after the grievance meeting. The response shall be either in hard copy or by delivery receipt of an electronic transmittal to a Guild Board member or his or her specified designee.

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

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

- 19.1.4 STEP 4 – If the grievance is not resolved at Step 3, the grievance may be referred to arbitration by the Guild. The demand to arbitrate shall be made in writing in hard copy or electronically by delivery receipt to the City Manager within thirty (30) calendar days after the Guild receives the Police Chief's response. If the Employer and the Guild are unable to agree upon an arbitrator within five (5) days after they first meet to determine such an appointee, they shall jointly request the Public Employment Relations Commission or the American Arbitration Association to provide a West Coast panel of seven (7) arbitrators from which the parties may select one. The representatives of the Employer and the Guild shall alternately eliminate the name of one (1) person from the list until only one (1) name remains. The person whose name was not eliminated shall be the arbitrator.
- 19.2 It shall be the function of the arbitrator to hold a hearing at which the parties may submit their positions concerning the grievance. The arbitrator shall render his/her decision based on the interpretation and application of the provisions of the Agreement within thirty (30) days after such hearing. The decision shall be final and binding upon the parties to the grievance provided the decision does not involve action by the Employer which is beyond the Employer's jurisdiction. Each party hereto shall pay the expense of their own representatives and the expenses of the arbitrator shall be borne equally by the parties hereto.
- 19.3 Neither the arbitrator nor any other person or persons involved in the grievance procedure shall have the power to negotiate new Agreements or change any of the present provisions of this Agreement.
- 19.4 Time limits contained within this Article may be extended by either party with mutual agreement.

ARTICLE 20 EMPLOYER RIGHTS

- 20.1 The Guild recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and the powers and authority which the Employer possesses.
- 20.2 The Employer has the authority to adopt rules for the operation of the department and conduct of its employees provided such rules are not in conflict with the provisions of this Agreement or with applicable law.
- 20.3 The Employer has the right to schedule overtime work as required in a manner most advantageous to the Employer and consistent with the requirements of Municipal employment and the public interest.
- 20.4 Every incidental duty connected with operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the employee.
- 20.5 The Employer reserves the right to discipline or discharge for cause. The Employer reserves the right to layoff for lack of work or funds, or the occurrence of conditions

beyond the control of the Employer or where such continuation of work would be wasteful or unproductive.

- 20.6 The Employer has the right to assign work and determine duties of employees; to schedule hours of work; to determine the number of personnel to be assigned at any time; to transfer and promote employees; and to perform all other functions not limited by this Agreement.
- 20.7 Nothing in this Agreement shall be construed as limiting the Employer in executing a decision to subcontract out work performed by employees covered by this Agreement. The Employer will first notify the Guild of its plans, meet with Guild representatives and explore alternatives with the Guild that would meet the City's interests. The Employer and the Guild will discuss the effects of any subcontracting decision upon employees covered by this Agreement.
- 20.8 Nothing in this Agreement shall be construed as to prohibit the Employer from conducting background checks and investigations on employees, as appropriate, when returning to work from any leave of absence, layoff, active military service, etc.
- 20.9 The Employer retains the right to take any interim action necessary in case of emergency, provided such actions shall be consistent with the City's All Hazards Plan for Unusual Occurrences and Disasters and actions which are authorized under Bellevue City Code Chapter 9.22.

ARTICLE 21 PERFORMANCE OF DUTY

- 21.1 The Employer and the Guild agree that the public interest requires the efficient and uninterrupted performance of all services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. The Guild and/or the employees covered by this Agreement shall not cause or condone any work stoppage, strike, slow-downs or other interference with Employer functions as long as the terms of this Agreement are in effect.
- 21.2 A jurisdictional dispute between two (2) or more Labor organizations shall not be cause for any work stoppage, strike, slow-down, or other interference with Employer functions. The work shall continue during the process of establishing the appropriate jurisdiction and employees who are involved in a work stoppage, strike, slow-down or other interference with Employer functions by the Guild. Employees who are involved in such actions shall be subject to discharge.
- 21.3 A picket line, strike, slow-down, or other interference with City functions by any other Guild or bargaining unit shall not be cause for any work stoppage, strike, slow-down or other interference with Employer functions by the Guild. Employees who are involved in such actions shall be subject to discharge.

ARTICLE 22 SAVINGS CLAUSE

22.1 If any provisions of this Agreement shall be held invalid by operation of law or by a tribunal of competent jurisdiction or if compliance or enforcement of any provision of this Agreement should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be held invalid and shall remain in full force and effect. In such event the parties shall meet for renegotiation of such invalid provision for the purpose of adequate and lawful replacement thereof.

ARTICLE 23 DURATION

23.1 Unless otherwise expressly provided herein, the terms of this Agreement shall be in full force and effect on January 1, 2023, and shall remain in full force and effect through December 31, 2025. Unless otherwise mutually agreed, no additional provisions shall be negotiated to become effective prior to date of signing.

23.1.1 No retroactive application shall be made to any new or amended provisions.

BELLEVUE POLICE SUPPORT GUILD

CITY OF BELLEVUE, WASHINGTON

By DocuSigned by:
Shawna Gibson
64670EFE99374C1...

By DocuSigned by:
Michael A. Brennan
27C2478DFB30474...

Date 2/14/2023

Date 2/21/2023

APPROVED AS TO FORM:

By DocuSigned by:
Kathleen Kie
709F273191094B4...
Assistant City Attorney

APPENDIX A – Wages

to the

AGREEMENT

by and between

CITY OF BELLEVUE, WASHINGTON

and

BELLEVUE POLICE SUPPORT GUILD

(Representing the Police Support Staff Employees)

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF BELLEVUE, WASHINGTON, hereinafter referred to as the Employer, and the Bellevue Police Support Guild.

A.1

Effective January 1, 2023, the classifications of work and the 2022 monthly rates of pay for employees covered by this Agreement shall reflect an across the board increase of 5.5%.

The job classifications covered by this Agreement are outlined below.

2023 Step Rates								
Pay Grade	Classification	Overtime Exempt	Step 1 Monthly	Step 2 Monthly	Step 3 Monthly	Step 4 Monthly	Step 5 Monthly	Step 6 Monthly
D21	Police Support Specialist	N	\$ 4,834.40	\$ 5,078.41	\$ 5,332.49	\$ 5,600.03	\$ 5,881.04	\$ 6,175.52
D23	Police Property Evidence Tech	N	\$ 5,003.95	\$ 5,253.49	\$ 5,514.32	\$ 5,789.64	\$ 6,082.66	\$ 6,385.35
D23	Police Personnel Support Spec	N	\$ 5,003.95	\$ 5,253.49	\$ 5,514.32	\$ 5,789.64	\$ 6,082.66	\$ 6,385.35
D24	Police Support Officer	N	\$ 5,057.10	\$ 5,306.33	\$ 5,571.34	\$ 5,850.54	\$ 6,147.10	\$ 6,435.75
D25	Lead Police Support Specialist	N	-	-	-	-	\$ 6,616.17	\$ 6,947.47
D46	Court Liaison Administrator	N	\$ 5,576.36	\$ 5,855.18	\$ 6,147.93	\$ 6,455.34	\$ 6,778.11	\$ 7,117.01
D46	Police Support Sr Acctg Assoc	N	\$ 5,576.36	\$ 5,855.18	\$ 6,147.93	\$ 6,455.34	\$ 6,778.11	\$ 7,117.01
D46	Police Support Admin Asst	N	\$ 5,576.36	\$ 5,855.18	\$ 6,147.93	\$ 6,455.34	\$ 6,778.11	\$ 7,117.01
D46	Police Records Disclosure Spec	N	\$ 5,576.36	\$ 5,855.18	\$ 6,147.93	\$ 6,455.34	\$ 6,778.11	\$ 7,117.01
D29	Police Data Analyst	N	\$ 6,096.25	\$ 6,401.30	\$ 6,721.80	\$ 7,059.38	\$ 7,410.89	\$ 7,779.40
D29	Crime Prevention Coordinator	N	\$ 6,096.25	\$ 6,401.30	\$ 6,721.80	\$ 7,059.38	\$ 7,410.89	\$ 7,779.40
D44	Police Crime Analyst	N	\$ 6,563.67	\$ 6,891.87	\$ 7,236.44	\$ 7,598.27	\$ 7,978.18	\$ 8,377.08
D44	Police Volunteer Program Coord	Y	\$ 6,563.67	\$ 6,891.87	\$ 7,236.44	\$ 7,598.27	\$ 7,978.18	\$ 8,377.08
D30	Police Forensic Examiner	N	\$ 6,915.37	\$ 7,261.15	\$ 7,622.63	\$ 8,002.97	\$ 8,405.33	\$ 8,824.95
D52	Police Technology & Video Sys Mgr	Y	\$ 8,237.11	\$ 8,648.96	\$ 9,081.41	\$ 9,535.48	\$ 10,012.26	\$ 10,512.87

A.1.2 Effective January 1, 2024, the 2023 wage schedule shall reflect an across the board increase of 90% of the CPI-W for the Seattle-Bellevue-Tacoma region for the 12-month period ending in June with a minimum increase of 2% and a maximum increase of 5.5%.

A.1.3 Effective January 1, 2025, the 2024 wage schedule shall reflect an across the board increase of 90% of the CPI-W for the Seattle-Bellevue-Tacoma region for the 12-month period ending in June with a minimum increase of 2% and a maximum increase of 5.5%.

A.2 Retroactivity is only received by employees on the payroll as of the date of ratification of the CBA by both parties.

A.3 The pay plan shall consist of 6-step ranges.

- A.4.1 Step Increases – The City will evaluate a new hire’s qualifications, abilities, and experience in the job for which the candidate applied. For all classifications, the employee is ordinarily hired at Step 1 of the pay range and shall be subject to an appropriate Trial Service Period. An employee who successfully completes the Trial Service Period shall advance to the next step in the wage progression.
- A.4.2 Step increases are performance step increases based upon successful completion of twelve (12) months of service in each respective step; provided no written notification of unsatisfactory performance has been issued. The Employer shall strive to issue a written notification to the employee at the earliest possible date in order to provide adequate opportunity for said employee to correct his performance prior to his anniversary date and thereby merit the increase.
- A.4.3 The Journey Level for the Classifications of Police Support Specialist and Police Data Quality Specialist shall be Step 4, and shall be an accelerated skill and qualification step. An employee hired at Step 1, 2, or 3 shall advance to Step 4 upon meeting journey level qualifications established for that classification. This will also move the employee’s Journey Level date to 1 year from step movement. The Guild agrees the City may hire experienced Police Support Specialist employees at any Step within the applicable salary range. Year for year credit with substantially similar experience will be the basis for such placement in the applicable salary range.
- A.4.4 The Guild agrees the City Manager has the discretion to pay an employee referral bonus to employees in the bargaining unit, separate and apart from terms and conditions of any labor agreement covering any bargaining unit members.
- A.5 Step Placement Upon Changes in Classifications – Except as provided in A.8 of this Appendix, if the employee is selected for a new position in a higher pay range, the employee shall be placed in the new pay range at the next higher pay step so long as it is a minimum of a 5% increase. If the employee moves to a position in a lower pay range, the employee shall be placed in the closest pay rate provided that the employee's pay must not exceed the top step of the pay range. This provision does not apply to employees promoting outside of the bargaining unit.
- A.6 Merit Step Date - A regular employee shall be assigned a merit step date based upon his/her most recent hire date as a regular employee. This merit step date shall be used for determining the date of all subsequent merit step increases.
- A.6.1 Changes In Merit Step Date - A regular employee returning from a leave of absence without pay or reinstated to the same position or a position in the same class following layoff from employment shall have his/her merit step date extended by the same length of time (to the nearest whole month) as the duration of his/her leave of absence/layoff. This extended merit step date shall establish a new merit step date which shall be used for determining subsequent merit step increases. The merit step date may also be changed based upon promotion or demotion to another classification wherein the merit step date shall be effective on the nearest first of the month.
- A.6.2 An employee whose status changes from a partially benefited status to fully benefited status establishes a new merit step date on the effective date of the status change, to the nearest first of the month.

- A.6.3 An accelerated performance step will change merit date and shall be effective on the nearest first of the month. See A.4.3.
- A.6.4 There shall be no change in an employee's annual merit step date if a step increase has been delayed or withheld because the employee's performance does not merit the step increase.
- A.7 Trainer Pay – Effective upon ratification of this Agreement, an employee assigned the responsibility of training another employee or volunteer shall receive in addition to his/her regular hourly rate of pay an additional one dollar seventy-five cents (\$1.75) per hour for each hour the employee is assigned trainer responsibilities (which includes preparation/evaluation time approved by the Employer). An employee who is assigned intermittent training duties shall complete time records indicating which hours were spent primarily in training duties. An employee who is assigned a regular schedule of training duties shall be paid at the training rate for all hours compensated during that period.
- Training of another employee shall be considered as part of a Lead Police Support Specialist, Lead Police Data Quality Specialist, Police Data Analyst, Police Crime Analyst, and Police Forensic Technician classification duties. If any of these classifications are assigned the responsibility of training another employee they shall not receive trainer pay.
- A.8 Lead Pay - The Lead Police Support Specialist shall be at a (112.5%) pay differential based upon the top step Police Support Specialist pay range.
- A.9 Shift Differential for Certain Evening Shifts - An employee who works 4 or more hours on a regularly scheduled shift between 2000 and 0800 shall receive \$.70 per hour shift differential for the entire shift. For all others, the shift differential will be paid to employees working extra hours for 4 or more consecutive hours, and only for those extra hours between 2000 and 0800 hours. (Note: Eliminate at such time as no longer applicable)
- A.10 The City shall provide all fully benefitted employees in the bargaining unit that were hired before December 31, 2022, and active status on the payroll for the pay-period ending January 15, 2023, a lump sum of \$3,000, subject to all applicable withholdings and payroll taxes. The lump sum will be prorated for any employee hired after January 1, 2022, based the employee's service credit date on whole month basis.
- A.11 To encourage retention of BPSG represented employees, the city will provide a lump sum of \$3,000, subject to all applicable taxes and withholdings, to those BPSG represented employees employed on January 1, 2023, that are still employed by the City on January 1, 2026.
- A.12 Should the duties or working conditions of the Police Support Officer be subject to significant change during the life of this contract, the parties agree to a limited contract reopener to bargain an increase in compensation for the Police Support Officer classification.