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

Supplementary and Temporary Public Information Officer Work

This Memorandum of Understanding (MOU) is entered into by and between the City of Bellevue (City) and the Bellevue Police Officers Guild (Union) (collectively, the Parties).

1. **Background and Purpose.** The Police Department (the Department) is in need of temporary and supplementary Public Information Officer (PIO) work. The purpose of this MOU is to record the agreement between the City and Union related to supplementary assignments of non-bargaining unit work, specifically the work performed by the Civilian Department's PIO, to bargaining unit personnel.

2. Agreement.

- a. The Parties agree that a bargaining unit member may be assigned to be available and subject to call to perform PIO duties, and will remain in their current classification, shall be paid their regular rate of pay, including education, longevity pay, and any specialty premium pay, and maintain their current benefits provided under the Parties' Collective Bargaining Agreement (CBA) while temporarily assigned to perform supplementary PIO work.
- b. The employee who is assigned to be available and subject to call shall receive PIO Standby Pay of 2.5% of the employee's base rate of pay as described above for each hour the employee is assigned to be available and subject to call in to perform as the Department's supplementary PIO. The PIO Standby Pay shall be calculated into the "regular rate" for overtime payment purposes for non-exempt bargaining unit employees. The Parties agree that this does not violate the non-pyramiding provision of the Parties' collective bargaining agreement.
- c. The Parties agree that, on the first full pay period following full execution of this Agreement, current bargaining unit member, Seth Tyler, will receive backpay as described above (b) for the shifts in which he was assigned to be available and subject to call in to perform as the Department's supplementary PIO since August 29, 2024.
- d. Those employees assigned by the Department to be on On-Call for supplementary PIO duty shall be expected to be ready to report to work if called in to perform PIO work but shall not be paid PIO Standby Pay [i.e. that day's on-call duty pay] if in a callback situation the employee is not fit

for duty when called. Employees who are called back to work may decline and shall decline if they are not fit for duty.

- e. The Department agrees to assign PIO Standby work to employees that are deemed qualified per the discretion of management. Standby PIO assignments must be on a voluntary basis. Employees on vacation status will not be assigned or paid for Standby PIO work. Only one officer at any given time will be assigned temporary and supplementary PIO work.
- f. The Union expressly agrees that it will not claim or demand to bargain over the Department's PIO work or position(s) as bargaining unit work.
- g. Any violation of this MOU will be processed through the grievance procedure outlined in Article 26 of the CBA.
- **3. Duration.** This MOU is effective when executed by all Parties and shall remain in effect until December 31, 2025.

Agreed to and Accepted:

-Signed by: Vendell Shirley

Wendell Shirley, Chief of Police (On behalf of the City of Bellevue)

11/12/2024 Date: _____

-Signed by: Barak Carter

Barak Carter, President BPOG (On behalf of the Guild)

11/12/2024

Date: _____

Approved as to Form:

Signed by: Katulen Ku

Katheem Withe, Assistant City Attorney