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

FTO Surge Hiring

WHEREAS, the City has, with the Union's support and assistance, been successful at recruiting a significant number of new police officers outpacing historical hiring levels; and

WHEREAS, this hiring surge will exceed the working capacity of the Department's current Field Training Officers (FTO) for a defined period as the new hires are trained,

THEREFORE, the City of Bellevue (City) and the Bellevue Police Officers Guild (BPOG) (collectively, the Parties) hereby agree to the following:

- 1. The City shall, in addition to attempting to fill any current FTO vacancies, recruit for up to ten additional FTO positions as temporary assignments to former FTOs or other officers that meet minimum FTO qualifications.
- 2. The Parties agree and understand that the ten additional FTO positions referenced in item 1 above are temporary, and that this Memorandum of Understanding (MOU) and any modification or alteration this MOU makes to the Parties' Collective Bargaining Agreement (CBA) will apply only for a limited duration between August 16, 2024, and December 31, 2025. Any temporary FTOs who are assigned student officers at a time prior to December 31, 2025 will continue as temporary FTOs if there are student officers who were assigned to them until the student officer completes training with them.
- 3. As an inducement to have veteran officers apply for and accept these temporary FTO assignments, the Parties agree that the City will provide an additional 4% premium for the duration of the temporary FTO assignment in addition to the current 4% FTO premium the Officer may be receiving under Article 12.F of the Parties' CBA. For parity reasons, the Parties also agree that any current FTO that also has an additional premium pay for which they qualify would be allowed to stack an additional 4% premium for the same period. The Parties agree and understand that this 4% additional premium is a temporary and limited exception to the non-pyramiding language found in Article 12.G of the Parties' CBA. The Parties further agree that the highest combined total premium FTOs may earn for performing FTO work will be 8%.
- 4. The additional 4% premium contemplated in item 3 above will be paid in the same manner as the other premiums contemplated by Article 12.G of the Parties' CBA including that the premium for FTO work is not earned until after FTO certification and assignment of a student officer.

- 5. The Parties agree that the additional 4% premium will apply for the time period of August 16, 2024 through December 31, 2025, but in no cases will the additional 4% premium be allowed to continue, or will the officers be allowed to pyramid premiums after December 31, 2025, except for if a student officer is assigned to an FTO by December 31, 2025, where the student officer's training with that FTO will not be complete by the end of 2025. FTOs will continue to receive the premium until all of the student officers who were assigned to them before December 31, 2025 complete training with them.
- 6. Upon full execution of this MOU, the Parties agree that current FTOs will receive a Leave bank of 40 hours. Any unused Leave as of December 31, 2024 will be forfeited and will not carry over to 2025 or be cashed out. All officers that are working as FTOs on January 1, 2025 will receive a Leave bank of 40 hours. All officers that are working as FTOs on July 1, 2025 will receive a Leave bank of 40 hours. Any unused Leave as of December 31, 2025 will be forfeited and will not carry over to 2026 or be cashed out. No FTO will receive more than 120 hours of the leave contemplated in this MOU. This Leave has no cash value, will not be converted to other types of leave and will not be paid out upon separation from city employment. FTOs must be approved by management for the use of this leave consistent with the vacation leave guidelines described in Article 16 of the CBA. In recognition of possible staffing challenges and to ensure effective, efficient law enforcement services and public safety, any exception regarding the forfeiture and carry over of the leave contemplated in this MOU shall be treated on a case-bycase basis, in the sole discretion of the City and with approval from the Chief of Police.
- 7. Nothing herein shall be interpreted or implied to restrict or limit the Police Department's rights to interview and select Officers for FTO positions or any other positions.
- 8. This new program shall have no precedential value for negotiations, any grievance, or administrative law matter. Actions taken by the City to effectuate this MOU are not subject to Article 26, Grievance Procedure, of the Parties' CBA.
- 9. This MOU becomes effective when fully executed by the Parties.

Agreed to and Accepted

—signed by: Wendell Shirley

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Wendell Shirley, Chief of Police (On behalf of the City of Bellevue) -Signed by:

Barak Carter

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

MOU – FTO Hiring Surge 2024 - 2025

Date:	Date:
	Approved as to Form:
	Kathleen Kline Assistant City Attorney

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