

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

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**Right of First Refusal for Extra-Duty Work**

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WHEREAS, members of the Bellevue Police Officers Guild (BPOG) currently perform various uniformed "extra-duty" traffic flagging assignments;

WHEREAS, these "extra-duty" assignments are traditionally voluntary;

WHEREAS, an insufficient number of employees volunteer for extra-duty traffic flagging jobs and, as a result, the City must regularly hire subcontractors to perform this work;

WHEREAS, the City has other employees who are represented by the Bellevue Police Management Association (BPMA) who are qualified to perform these extra-duty traffic flagging assignments and are willing to do so, but who have not historically been allowed to perform such work:

The Parties hereby agree to the following:


1. The City will ensure that it provides employees in the bargaining unit represented by BPOG the first opportunity to volunteer to work these extra-duty flagging assignments before providing opportunities for these extra-duty flagging assignments to other employees or subcontracting out the work thus ensuring BPOG bargaining unit employees the right of first refusal;
2. For planned extra-duty flagging assignments, the City will hold open extra-duty flagging opportunities exclusively for employees in the bargaining unit represented by BPOG until twenty-four (24) hours before any unfilled extra-duty traffic flagging assignment would need to be released to a subcontractor. No planned extra-duty flagging assignment will be released to a subcontractor before the Friday of the week prior to which the extra duty assignment will occur. If no employee represented by BPOG has volunteered for the assignment prior to twenty-four (24) hours before the assignment needs to be released to a subcontractor, the Parties agree that this constitutes failure to exercise the right of first refusal and declination of the opportunity to volunteer to work the offered extra-duty traffic flagging assignment;
3. For extra-duty flagging assignments of which the City does not have advance notice of, such as in an emergency, the City will hold open extra-duty flagging opportunities exclusively for employees in the bargaining unit represented by BPOG for a half of the time that the City has until the assignment needs to be released to a third party if non-

## MOU – Right of First Refusal for Extra-Duty Work


volunteers are available. (e.g., if the City has two hours to staff an assignment before it is to begin providing flagging for a pipe burst, the City would give BPOG exclusive right to staff the work for one hour). If no employee represented by BPOG has volunteered for the assignment within that timeframe, the Parties agree that this constitutes failure to exercise the right of first refusal and declination of the opportunity to volunteer to work the offered extra-duty traffic flagging assignment;

4. BPOG agrees that after the failure to exercise the right of first refusal with respect to any extra-duty flagging assignment, assignment of such work to employees in the bargaining unit represented by BPMA or to a subcontractor shall not constitute unlawful skimming or unlawful subcontracting of bargaining unit work. BPOG further agrees to refrain from filing an Unfair Labor Practice (ULP) or contractual grievance over the assignment of such traffic flagging work so long as BPOG's bargaining unit employees are given the right of first refusal as stated in this MOU;
5. Nothing herein shall be interpreted or implied to restrict or limit the Department's rights to determine the duties to be performed by employees included in the bargaining unit, to schedule work, or any of the other Employer rights enumerated in Article 6 of the parties' Collective Bargaining Agreement. Nor shall nothing herein be interpreted as a waiver of the Union's right to bargain a mandatory subject of bargaining, including the right to bargain over the assignment of other bargaining unit work outside of the bargaining unit, except as addressed herein or contained in the parties Collective Bargaining Agreement;
6. This MOU becomes effective when executed by the all parties.

### Agreed to and Accepted:

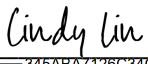
DocuSigned by:  
  
TCBBFB22EFC342E...  
Stephen Mylett, Chief of Police  
(On behalf of the City of Bellevue)

Date: 9/1/2020

DocuSigned by:  
  
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Bryan Hershberger, President BPOG  
(On behalf of the Guild)

Date: 8/27/2020

Approved as to Form:

DocuSigned by:  
  
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Cindy Lin, Assistant City Attorney