AGREEMENT BETWEEN

THE CITY OF BELLEVUE

AND

TEAMSTERS LOCAL 117

REPRESENTING

POLICE CAPTAINS AND MAJORS

January 1, 2025 through December 31, 2028

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AGREEMENT
BETWEEN
THE CITY OF BELLEVUE
AND
TEAMSTERS LOCAL 117 REPRESENTING POLICE CAPTAINS AND MAJORS
January 1, 2025 THROUGH December 31, 2028

PREAMBLE

The provisions contained herein constitute an agreement between the City of Bellevue (CITY) and Teamsters Local 117 (Union) governing wages, hours and working conditions for members of the Bellevue Police Department holding the rank of Captain and Major. Unless otherwise expressly provided herein, the provisions of this agreement shall be effective upon the date executed by both parties.

ARTICLE 1 – PURPOSE

The purpose of the City and the Union in entering into this agreement is to set forth their complete agreement with regard to wages, hours and working conditions for the employees in the bargaining unit so as to promote the efficiency of law enforcement; public safety; the morale and security of employees covered by this agreement; and harmonious relations, giving recognition to the rights and responsibilities of the City, the Union and the employees. No employee shall be deprived of any rights or freedoms afforded any ordinary citizen by the U.S. Constitution or by the laws of this state.

ARTICLE 2 – DEFINITIONS

As used herein, the following terms are defined as follows:

2.A "Employer" means the City of Bellevue, Washington.

2.B "Union" means Teamsters Local 117.

2.C "Employee" means a full-time fully-benefited Captain or Major, in the bargaining unit (as defined in subparagraph "D" hereof) covered by this agreement.

2.D "Bargaining Unit" as used herein shall include all full-time fully-benefited Captains and Majors in the City of Bellevue Police Department.

2.E "Monthly Salary" means the monthly rate of pay so identified and set forth in Appendix "A" to this agreement.

2.F "Department" means the Bellevue Police Department.

2.G "Vacation" means a scheduled work day or accumulation of scheduled work days on which a full-time employee may, by pre-arrangement, continue to receive the regular rate of compensation although the employee does not work.

2.H Wherever words denoting a specific gender are used in this agreement, they shall be construed to apply to either gender.

2.I “Service Credit Date”: An employee’s service credit date shall be the employee’s most recent date of hire with the City of Bellevue. An employee whose hire date occurs on or between the first and the fifteenth of any month will establish their service credit date on the first of that month. An employee whose hire date occurs on or between the sixteenth and the last day of the month will establish their service credit date on the first of the following month. LEOFF I employees who are absent from work due to a disability or disability retirement shall not have their service credit dates adjusted for the period of disability or disability retirement; LEOFF II employees who are absent from work due to a disability or disability retirement shall not have their service credit dates adjusted for the period of disability or disability retirement if they return to work within five (5) years after the commencement of their disability leave.

ARTICLE 3 – RECOGNITION

1. The Employer recognizes the Union as the exclusive bargaining representative on matters concerning wages, hours and working conditions for the employees in the bargaining unit (as defined in Article 2 subparagraph "D").
2. The Employer shall provide to the Union the name, address, and if specifically authorized in writing by the employee the phone number of all new bargaining unit employees.
3. As soon as practicable, the Employer will provide the Union with reasonable access to new bargaining unit employees to discuss Union membership. The Employer will provide such access, for up to 30 minutes, as the last item at new employee orientation or at a mutually agreed upon time between the Employer and the Union.

ARTICLE 4 – NON-DISCRIMINATION AND COMPLIANCE

The Employer and Union agree that membership in the Union is voluntary and will cooperate to assure that no employee or applicant for employment is discriminated against by reason of membership or non-membership in the Union. The Employer and Union will cooperate to assure compliance with non-discrimination laws. Any action that would not constitute discrimination under applicable statutes, regulations, or case precedent will not constitute a violation of this contract provision.

ARTICLE 5 – DEDUCTION OF DUES

Upon proper written voluntary authorization from an employee, the Employer agrees to deduct from the wages of that employee a sum certified as Union dues once each month and forward the sum to Teamsters Local 117. The City shall be held harmless from any and all claims by the Union or the employees against the City which may arise out of the City's compliance with this Article and/or Article 3 - Recognition, unless such claim is based upon an error by the City.

ARTICLE 6 – EMPLOYER RIGHTS

Any and all rights concerned with the management and operation of the Police Department are exclusively that of the Employer unless otherwise provided by the terms of this agreement or the Civil Service Rules and Regulations. The employer has the right, among other actions,

6.A to adopt rules for the operation of the Department and conduct of the employees;

6.B to discipline, suspend, demote, or discharge employees for just cause; except that during a promotional probationary period an employee may be returned to their former classification at the discretion of the employer; probationary periods upon promotion shall not exceed one year and may not be extended without the written agreement of the Union;

6.C to assess the employee's performance and ability to perform the job;

6.D to control Police Department budget;

6.E to assign work, schedule, and determine duties of employees, to determine number of personnel to be assigned duty at any time, to lay off employees for legitimate reasons;

6.F to determine new work methods;

6.G to take any interim action necessary in event of emergency;

6.H and to perform all the functions not otherwise expressly limited by this Agreement.

6.I Provided, nothing in this Agreement shall be construed as a waiver of collective bargaining rights conferred on the parties by Chapter 41.56 RCW.

ARTICLE 7 – DEPARTMENT RULES, POLICIES, AND PROCEDURES

7.A The operation of the Department and the conduct of the employees shall be governed by the Bellevue Police Department Policies/Rules/Procedures Manual.

7.B The process for changing terms and conditions of employment for the bargaining unit that are mandatory subjects of bargaining shall comply with state law and this contract.

7.C Should the Employer wish to implement or change a term or condition of employment that is a management right by law or contract, the employer will explain the change to and accept feedback from the Union prior to implementing the change.

ARTICLE 8 – COLLABORATIVE MEETINGS

At least quarterly, representatives of the Union and the Department shall meet collaboratively to discuss issues of importance to either party. The purpose of the meetings shall be to increase communication between the parties about issues of concern and to reach solutions in an informal environment. Each December, the Union President and the Chief of Police or their designee shall develop an annual schedule for the collaborative meetings.

If an employee or the Union has an issue which could be the subject of a grievance, the employee or the Union shall have the option of submitting the issue in writing to the next collaborative meeting. If such an issue is submitted to the next collaborative meeting, any time limits in the grievance procedure shall be held temporarily in abeyance from the date the issue is submitted to the meeting until 10 days after the conclusion of the meeting.

ARTICLE 9 – EMPLOYEE RIGHTS

The Employer agrees that it will not suspend an employee without pay unless it is pursuant to a final act of discipline initiated by the Chief of Police and/or their designee based on the conclusion of the Department's investigation.

Disciplinary Investigations. In criminal matters, an employee shall be afforded those constitutional rights available to any citizen. In administrative matters relating to job performance, the following guidelines shall be followed:

9.A "Interrogation" as used herein shall mean questioning by an agent of the Department who is conducting an investigation of the employee being interrogated, when the agent knows (or reasonably should know) that the questioning could reasonably result in the employee being suspended, demoted, or terminated, and as opposed to a routine inquiry. Prior to an interrogation, an officer will be advised of their right to Union representation.

9.B Before interrogation, the employee shall be informed of the nature of the matter in sufficient detail to reasonably apprise them of the matter.

9.C Any interrogation of an employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigencies of the investigation dictate otherwise.

9.D Any interrogation shall take place at the City Police Department, except when impractical.

9.E The questioning shall not be overly long, and the employee shall be entitled to such intermissions as are reasonably necessary.

9.F The employee shall not be subjected to any offensive language or abusive questioning, nor shall they be threatened with dismissal, transfer or other disciplinary punishment as a guise, to attempt to obtain their resignation.

9.G 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.

9.H The Department may, and upon request will, record any interrogation. An officer may receive, upon request, a copy of the officer's recorded/transcribed (if made) interrogation.

9.I Where reasonably possible, discipline shall be imposed within 60 days of the completed investigatory file, as well as any disciplinary recommendations, having been turned over to the Chief.

9.J Nothing herein shall be construed as a waiver of any right the Union has to request information under Chapter 41.56 RCW.

9.K The parties will work in good faith in resolving issues that arise through implementation of this Article.

ARTICLE 10 – PERFORMANCE OF DUTY

Employees shall perform their assigned duties to the best of their ability. The Union and Employer agree that there shall be no strikes, lockouts, slowdown, speedups, stoppage of work, or any interference with the efficient operation of the Department.

ARTICLE 11 – HOURS OF WORK

11.A Bargaining unit members shall continue to be exempt employees under the Fair Labor Standards Act and the Washington Minimum Wage Act.

11.B The basic week of service for each employee shall be not more than forty (40) hours.

11.C Such week of service shall consist of five (5) eight (8) hour work days, a nine/eighty work week (eight (8) nine (9) hour work days and one (1) eight (8) hour work day in a two week period), or four (4) ten (10) hour work days, including meal time, or any other arrangement agreeable to the Union and the Employer and not detrimental to the efficient rendering of police service. During the term of this agreement, the Employer will maintain the current 4/10 shift configuration for the rank of Police Captain.

11.D Each employee working five (5) eight (8) hour workdays shall receive one hundred and four (104) furlough days per year. Each employee working four (4) ten (10) hour workdays shall receive one hundred and fifty-six (156) furlough days per year. Each employee working eight (8) nine (9) hour workdays and one (1) eight (8) hour workday (9/80 work week) shall receive 130 furlough days per year. A furlough day is one of the two or three days per week normally scheduled as a day off.

11.E Each employee shall be assigned a regular starting time which normally shall not be changed prior to the beginning of the following week, except by mutual agreement between the parties. However, nothing herein shall limit the Employer's option to temporarily alter the time of such shifts when circumstances arise which would require such change in the interest of public safety or the efficiency of law enforcement.

11.F In the event that an employee is required by subpoena to appear to testify in court or is called back to work for any other reason during an authorized vacation period, including days off (furlough days), or on a holiday, the employee shall be paid for every day that an appearance is required as follows:

1. one day’s pay (8 or 10 hours pay depending on their regular work hours);
2. have the vacation day, holiday or furlough day restored.

ARTICLE 12 – EXEMPT STATUS

Employees shall be exempt, for purposes of scheduling, record keeping, and calculation of overtime pay.

12.A The Employer reserves the right to schedule exempt personnel as required.

12.B Employees shall be compensated by a weekly salary, not subject to reduction for quantity of hours worked.

12.C General Managerial Leave: A general managerial leave (non-cashable) of fifty (50) hours will be provided at the beginning of the calendar year in further recognition of exempt status for all bargaining unit members. In addition, employees will be eligible for an additional ten (10) hours of managerial leave to be awarded at the Chief's discretion. Managerial Leave hours will not be carried forward from year to year and will be scheduled as full days off by request of employee and approval of the Chief, or designee.

Note: Managerial Leave hours will be pro-rated on a quarterly basis for bargaining unit members whose effective date in a bargaining unit position occurs after the beginning of the calendar year.

12.D All Captains within the bargaining unit shall be eligible to work up to ten (10) hours per week of extra-duty, City-approved flagging and shall be paid one-and one-half times the Captain's regular rate of pay for such work.

12.E Directive Requiring Command or Incident Response: Bargaining unit members are eligible for critical incident pay when called outside of their regular work hours to the scene of a critical incident that requires command and control responsibilities, so long as the employee is not already scheduled for duty during those hours. Bargaining unit members will receive five (5) hours of critical incident leave per call out at straight time pay up to thirty (30) hours per year. If critical incident call back leave time is not used prior to the end of the year, it will be cashed out on the second paycheck of the following year. No hours may carry over from year-to-year. Additionally, employees will be paid $125 per month in recognition for the work they may be called in to perform outside of their scheduled hours.

ARTICLE 13 – MONTHLY SALARIES

13.A Base Salaries

The monthly salaries of the employees' classifications covered by this agreement are contained in Appendix "A" to this agreement.

13.B Education Level Premiums

Education level premiums shall be as set forth in Appendix "B".

13.C Longevity Level Premiums

Effective January 1, 2022, longevity premiums will be as follows:

Completed Years of Service	% of the Employee's Base Rate of Pay
5 years	3%
10 years	5%
15 years	7%
20 years	9%
25 years	11%
30 years	12%

Years of service will be calculated from the original date of hire based on the employee's length of commissioned law enforcement service. Commissioned law enforcement service shall be defined to include periods of service with prior employer(s), with the following exception: in the event of a break in commissioned law enforcement service of two years or more, all service prior to the break in service shall be disqualified from consideration for purposes for longevity. New employees must provide the Employer with proof of commissioned law enforcement service prior to being hired by the Employer in order to receive credit for purposes of completed years of service for the longevity rate of pay from the date of hire (otherwise, longevity accrual will be adjusted the first pay period after verified proof of prior commissioned law enforcement service has been provided). Commissioned law enforcement service for the City of Bellevue will not be subject to the two year or more exclusion above but will exclude periods of separation from employment from the City, except separations due to disability retirement from city service.

13.D Working Out of Classification

An employee who is assigned by an Assistant Chief or Chief of Police to perform the duties of a higher paying classification for a full eight (8), nine (9), or ten (10) hour shift, whichever is applicable, shall be paid at the greater of either 5% (five percent) above the regular salary or the rate of the minimum pay for the higher paying classification in which they perform the duties for the time they are on duty in that classification. Provided however, the acting pay will not exceed the maximum of the higher paying classification.

13.E Non-Pyramiding

In no event shall an employee receive more than one form of compensation at any one time,

such as vacation, holiday, or sick leave pay while receiving regular pay. All premium and incentive pays that are expressed as a percentage shall be calculated upon the base rate alone.

ARTICLE 14 – CLOTHING AND EQUIPMENT

Clothing and equipment required by the Employer shall be provided by the Employer. The Employer agrees to replace clothing which is damaged in line of duty. Employees performing the plain clothes functions of Command Staff shall be reimbursed $250 for clothing every (6) six months. The City will provide dry cleaning services to all employees in the bargaining unit; each employee shall be entitled to have four clothing items, worn in the line of duty, cleaned each week. Extra cleaning may be authorized at the sole discretion of the Chief or designee when items are extraordinarily soiled in the line of duty.

ARTICLE 15 – HOLIDAYS

Each full-time employee shall receive paid holidays in accordance with the following:

15.A Non-patrol employees shall be given paid time off on holidays listed below. If a given holiday falls on a Saturday, then the day off will be observed on the preceding Friday. If a given holiday falls on a Sunday, then the day off will be observed on the following Monday.

15.B Observed Holidays: Holidays to be observed are:

1. New Year's Day
2. Martin Luther King, Jr.'s Birthday
3. Presidents' Day
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Veterans' Day
9. Thanksgiving Day
10. the day after Thanksgiving Day
11. Christmas Day

15.C Personal Holidays: Employees shall also receive two additional personal holiday days to be scheduled as vacation days. Such personal holidays will be credited at the beginning of the calendar year. Personal holidays will be pro-rated for any person whose effective date of appointment to a bargaining unit position occurs after January 1st of any calendar year so that any person whose effective date of appointment to a bargaining unit position occurs after January 1st shall receive one (1) personal holiday for that year. Provided however, that no person employed in any capacity by the Employer immediately prior to being appointed to a bargaining unit position shall receive more than eleven (11) observed and two personal holidays during the entire calendar year they were appointed to the bargaining unit position.

15.D Employees shall have the option of working any holiday falling on a regularly scheduled workday. An employee who works on a holiday shall receive one other day off in lieu of the holiday which shall be credited to the employee's vacation bank.

1. Super Holidays
   In the event an employee is ordered to work on Independence Day or Christmas Day, the employee shall be paid time and one-half the employee's regular rate of pay for each hour worked on the holiday. This pay is an additional half-time pay over the employee's regular rate of pay. The employee shall also receive one other day off in lieu of the holiday which shall be credited to the employee's vacation bank.

15.E Holidays shall not be carried over from year to year.

ARTICLE 16 – VACATIONS

16.A Effective January 1, 2023, each full-time employee shall accrue vacation time as set forth below, based on the employee's length of commissioned law enforcement service. Commissioned law enforcement service shall be defined to include periods of service with prior employer(s), with the following exception: in the event of a break in commissioned law enforcement service of two years or more, all service prior to the break in service shall be disqualified from consideration for purposes of vacation accrual. New employees must provide the Employer with proof of commissioned law enforcement service prior to being hired by the Employer in order to receive credit for purposes of vacation accrual from the date of hire (otherwise, vacation accrual will be adjusted the first pay period after verified proof of prior commissioned law enforcement service has been provided).

16.B Vacation time shall accrue on the following basis:

Length of Service	Annual Leave in Days	Monthly Rate of Annual Leave in Hours
0 through 4 years	13	8.7
5 through 9 years	16	10.7
10 through 14 years	19	12.7
15 through 20 years	22	14.7
21 years and beyond	An additional day for each year of service up to and including 30 years of service. This time shall accrue monthly.	

16.C An employee who ceases to be an employee of the Employer shall receive a sum of money equal to their former rate of pay (which includes education and longevity pay) at time of termination for any accrued vacation time which has not been used.

16.D Upon the death of an employee in active service, the accrued vacation pay of the deceased employee will be paid at the employee's former rate of pay (which includes education and longevity pay) to the same individual to whom is paid their accrued wages.

16.E Vacation leave shall not accumulate from year to year without limit. At the beginning of each calendar year each regular full-time employee may retain, in their personal account, a maximum number of vacation leave hours earned during the preceding calendar year plus forty (40) hours; provided, however, such employees may, under special circumstances, retain in their personal accounts a number of vacation leave hours in excess of the maximum where determined not to be contrary to the interests of the City as determined and approved by the City Manager in writing or required by law.

16.F An employee may use accrued vacation time for qualifying reasons as provided in the Washington State Family Care Act.

16.G An employee who is compensated thirteen (13) days or more in any one calendar month shall accrue vacation time during that month.

16.H Employees may elect to sell back to the City up to120 vacation hours per year. Employees shall be paid for such time at the employee's rate of pay (which includes education and

longevity pay). Employees shall notify the employer during the month of June of each year of the agreement as to the number of vacation hours they wish to sell. Employees shall be paid for the cashed-in vacation hours no later than the first payday in November.

ARTICLE 17 – LEAVES

17.A Bereavement: A full-time employee who has a member of their immediate family taken by death may request up to six work days off without loss of pay. It is expected that such leave will be taken during or within 60 days of death, or longer with approval of the Chief of Police in consultation with Human Resources. Immediate family shall be defined as to include employee's parents, sister, brother, spouse, children (natural, step, adopted, or foster), step-parents, mother-in-law, father-in-law, grandparents, great-grand-parents, grandchildren, great-grandchildren, domestic partner, and no other persons.

17.B Emergency Leave: Should a serious illness occur in the employee's immediate family requiring their presence, the employee may be granted leave without loss of pay; provided 1) requests for such leave shall be made at least twenty-four (24) hours in advance, except in the case of a sudden emergency, 2) such leave is approved by the department head, or their designee, 3) such leave does not exceed forty (40) hours per incident and 4) the employee provides a written guarantee to the Employer that they will pay back the time to the City within a six month period after returning to work from said emergency leave. It is the intent of this provision that the cost to the City of the time off for family emergency will be no greater than if the emergency had not occurred.

17.C The City will provide family leave on the terms mandated by state and federal law as now or hereafter amended and terms of this Agreement. Employees may continue to use paid leave for the purposes of family leave.

17.D 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. The intent is to treat employees with domestic partners and their children the same as employees with spouses and their children under the FMLA, to the extent permitted by law. This means that the City grants employees with domestic partners 12 weeks of FMLA-like leave to care for a domestic partner or the domestic partner's children. An employee's use of their FMLA will reduce the amount of FMLA-like leave available (i.e., 12 weeks) to be taken during the 12-month period. However, until the law is further clarified, use of FMLA-like leave will not reduce the employee's 12-week bank of FMLA.

1. Domestic Partner is as defined in the Human Resources Policies & Procedures Manual.

17.E 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 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.

17.F Washington Paid Family Medical Leave (PFML): Paid family and medical leave benefits will be available to eligible employees according to the provisions of Title 50A RCW and the Employer's pertinent Policies and Procedures. The employee's share of the premiums for paid family and medical leave and any surcharges will be collected through a payroll deduction and remitted to the Employment Security Department of Washington State as provided in Title 50A RCW. Upon execution of this Agreement, the employee will pay the statutory premium share

set forth by the Washington State Employment Security Department during the term of this Agreement but is not waiving its right to bargain any subsequent changes during future negotiations with the City.

ARTICLE 18 – PENSIONS AND SICK LEAVE FOR LEOFF II PERSONNEL

18.A Pensions for employees and contributions to pension funds will be governed by the Washington State statute in existence at any given time during the term of this agreement.

18.B It is agreed that commissioned personnel hired on or after October 1, 1977, and covered by LEOFF II, shall receive sick leave accruals at the rate of eight (8) hours of leave per completed calendar month of on-the-job duty to a maximum balance of one thousand four hundred and forty (1,440) hours.

18.C Payment for Sick Leave Accruals at Time of Retirement into a VEBA Account
The City will establish and maintain a Health Reimbursement Account (HRA) Voluntary Employees' Beneficiary Association (VEBA) plan and recognize this bargaining unit represented by Teamsters 117 as a collective bargaining group, for the purpose of providing tax-free medical spending accounts funded by the employee's sick leave cash out.

Accrued but unused sick leave shall have no cash value except at the time of normal service retirement for LEOFF 2 or upon separation of service with at least twenty (20) years of employment with the City of Bellevue, when the employee shall be eligible to receive twenty percent (20%) cash payment of such leave, but not to exceed a maximum of two hundred and eighty-eight (288) hours with an additional 5% for those who have been enrolled in "Choice" plan or the Kaiser Permanente HMO for three (3) years prior to retirement/separation, at the employee's former rate of pay (which includes longevity and education pay) deposited into the employee's VEBA Account.

18.D The City makes no representation or guarantees to employees related to the tax consequences of the contributions to the HRA VEBA Plan. Any remaining sick leave balances above what is described above will be forfeited, unless required otherwise by law.

18.E Modified Duty
In the event a LEOFF II member becomes sick or disabled and has a prognosis of full recovery within six months, the employer may offer the LEOFF II member light duty. The Police Department Manual Light Duty policy "subject 8.2" applies to the Union members with the following exceptions:

Union members requesting light duty will go through their chain of command, not through the Personnel Services Unit.

The employer has the discretion to maintain qualified Union members on light duty in their current assignment with restrictions including but not limited to uniform usage, operating marked units, and contacting/arresting suspects.

18.F Medical/Physical Therapy
Employees on modified duty as a result of an injury or illness shall be allowed paid administrative release time to attend medical or physical therapy appointments, if scheduled during duty hours, as required by the attending physician (in writing) to the Employer.

Employees will reasonably attempt to schedule these appointments during non-duty hours.

18.G Disability Leave Supplement

This section applies to a LEOFF II employee who is off work due to an injury in the line of duty, which qualifies the employee for Workers' Compensation under Washington State Law. A disability supplement shall be granted as provided in Chapter 462, 1985 Laws of the Regular and First Extraordinary Sessions of the Forty-Ninth Legislature; provided, however, the parties agree to modify the statutory disability leave supplement as follows. The employer shall pay the difference between that provided by Workers' Compensation and the employee's monthly salary, (i.e. employee's net base hourly salary) without any deduction from accumulated sick leave; plus group medical/dental/life premiums under Article 19, up to a maximum of six months from the date of injury; and if an employee is required to perform modified duty tasks, the employee shall continue to accrue all benefits during any such period of modified duty.

For those employees receiving workers' compensation benefits for approved time-loss due to total or partial disability that precludes the employee from working sufficient hours to maintain benefits under city policy and that are on a city approved leave from work, the City will continue to provide up to an additional six (6) months of medical benefit continuation provided the employee remains on an approved leave. This additional six months shall apply to the existing medical/dental/life coverage but not to any wage or salary supplementation provided under this Article. The Employee, should they wish to elect COBRA coverage after this six-month period, will be responsible for the entirety of the COBRA premiums. In extraordinary circumstances, the HR Director may approve up to an additional four months of reimbursements for incurred COBRA premiums.

Note: The supplemental disability legislation is now codified in RCW 41.04.500-.550. The Union and the City agree that should legislation amend this benefit, the dollar amounts received by the employee shall not exceed the employee's net base hourly salary in effect at the time of disability.

ARTICLE 19 – MEDICAL/DENTAL/LIFE INSURANCE PREMIUMS

19.A Medical coverage shall be provided in accordance with the laws of the State of Washington in existence at any given time during the term of this agreement. The employer will maintain health insurance plans, in accordance with this article, during the term of this agreement or as otherwise agreed to by the Parties. The parties agree that for the plan year starting January 1 following expiration of the collective bargaining agreement, 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 benefit years starting January 1, 2025, and for the duration of the agreement, the following agreement applies:

19.B **Health Benefits Fund.** The employee and employer premium sharing contributions shall be made monthly to the Health Benefits Fund. Employee contributions shall be deducted monthly from the employee's pay checks. These monies shall only be used for allowable expenses, such as medical and prescription drug claims, third party administrator fees, insurance (such as stop loss coverage), and other medical, dental, vision coverage and reserves. Any unexpended funds remaining in the Health Benefits Fund at the end of the benefit year shall be carried forward from year to year until expended for allowable expenses.

19.C The City may implement plan design changes, choose new vendors, contract for the provision of medical insurance, and decide to no longer be self-insured in order to limit plan offering cost to the annual individual and family caps as defined by the ACA (other plan tiers will be adjusted accordingly based on actuarial projections with these caps in mind.) 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 medical plans, the Union/Guild has the right to negotiate any impacts of such changes within thirty (30) days after any such changes take effect.

19.D **Premiums for Health Coverage** (Determination of Premiums)

1. The monthly premiums for insured plans will be the actual rate charged to the City by the insurance company (e.g. Kaiser, Delta Dental, Willamette, etc.).

2. The monthly rate for self-insured plans will be the renewal premium equivalent rates in the annual actuary report effective each January as determined by the actuary. The actuary shall include excess money in the reserves in determining the rates.

19.E **Medical Premium Sharing Formulas**: The employee shall pay the following premiums dependent upon which health plan they have enrolled in. Dependent premiums are calculated after subtracting the employee only premium.

Self-Insured Plan	Coverage Level/Tier	Employee Contribution Percentage
	Employee Only	0%
	Employee &Spouse/Domestic Partner	10%

Premera Core	Employee & Child(ren)	10%
	Employee & Family	10%

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

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

19.F **Medical Plans**

1. Medical Plans Offered. Employees eligible for benefits prior to January 1, 2020, will be eligible to enroll during open enrollment in the following medical plans: Premera Core, Premera Choice, and Kaiser Permanente. Employees eligible for benefits after January 1, 2020, (those hired after November 30, 2019), will be eligible to enroll during open enrollment in the following medical plans: Choice and Kaiser Permanente.
2. 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.

19.G Representatives of the Union shall be invited to participate in all meetings, education, and training about medical, dental, vision, and life insurance affecting members of the bargaining unit, including meetings, education, and training addressing potential changes to plans, plan designs, calculation of premiums for plans, and employee premium sharing amounts for plans for bargaining unit employees.

19.H Dental Plans and Premiums

1. **Dental Plans Offered:** The employer shall continue to offer the Dental Plans provided via Delta Dental and Willamette (DMO Option).

2. Dental Premium Sharing Formulas: The employee contribution of the monthly total premiums for dental coverage for the duration of the contract will be as follows:

Insured Plan	Coverage Level/Tier	Employee Contribution Percentage
Delta Dental	Employee Only	0%
	Employee &Spouse/Domestic Partner	20%
	Employee & Child(ren)	20%
	Employee & Family	20%

Insured Plan	Coverage Level/Tier	Employee Contribution Percentage
Willamette (DMO)	Employee Only	0%
	Employee &Spouse/Domestic Partner	20%
	Employee & Child(ren)	20%
	Employee & Family	20%

19.I Vision Insurance:
The employer will continue to provide both the Exam Only Plan and the Hardware Plan through Vision Services Plan (VSP).

Exam Only: The employee will pay 0% for all coverage level/tiers.

Exam and Hardware: The employee shall contribute 80% of the premium for selected coverage level/tire.

This provision is inapplicable to Employees and dependents electing medical coverage through the Kaiser Permanente HMO so long as hardware coverage is included with that plan, as such, those enrolled in Kaiser may not elect independent hardware vision coverage.

19.J Flexible Spending Arrangement: The City will offer the health care FSA to Union bargaining unit members.

19.K Life Insurance
The Employer agrees to provide a group life insurance benefit equal to the employee's base annual salary up to a maximum of $50,000. The Employer further agrees to pay the premium of the life insurance policy.

19.L Teamsters Retirees' Welfare Trust: Effective January 1, 2025, based on December 2024 hours and on a monthly basis thereafter, the City shall deduct from the employees' wages the sum of ninety-four dollars and eighty-five cents ($94.85) per month for benefits under the "RWT-Plus Plan". During the period this Collective Bargaining Agreement is in effect, the City agrees to remit payment to the Retirees Welfare Trust, c/o NORTHWEST ADMINISTRATORS, INC., for each employee who received compensation for eighty (80) hours or more in the previous month. Other than payroll deduction, the City shall have no responsibility for administration of this benefit. The parties agree that this benefit is paid solely by the employees via wage deduction and that the City's only role is to remit such payments as described above. Nothing herein grants any vested rights to current or future retirees.

Maintenance of Benefits - The Trustees of the Washington Teamsters Welfare Trust or the Retirees Welfare Trust may modify benefits or eligibility of any plan (i.e. for the purpose of cost containment, cost management, or changes in medical technology and treatment). If increases are necessary to maintain the current benefits or eligibility, or benefits or eligibility as modified by the Trustees during the life of the Agreement, the employees, via payroll deduction as described above, shall pay such increases as determined by the Trustees.

The City makes no representations regarding the validity or legality of the Retiree's Welfare Trust, or the tax consequences relating to the contributions to the Retiree's Welfare Trust, and takes no responsibility for establishing, implementing, overseeing, managing, or any other responsibilities for the Retiree's Welfare Trust, other than deducting employee contributions and remitting as set forth above. The City will have no have fiscal responsibility nor legal accountability for the Retirees' Welfare Trust.

ARTICLE 20 – INDEMNITY AND DEFENSE

20.A Civil Claims

The employer shall indemnify and defend any Captain or Major against any claim or suit where such claim or suit arose out of the exercise of their authority as a Bellevue Captain or Major within the scope of their employment with the City. Provided, that such exercise of the employee's authority was made in good faith and was not dishonest, criminal, fraudulent or malicious. Provided, further, that the City's obligation to indemnify and/or defend the employee shall not apply to any claim or suit brought by or on behalf of the City. The determination of whether the employee's conduct was dishonest, criminal, fraudulent or malicious shall be made by the City Manager or their designee in consultation with the Chief of Police and the City Attorney. Notwithstanding the foregoing, the City shall have no obligation to defend and indemnify an employee against any claim or suit where such claim or suit arose out of the duties performed by the employee for an off-duty employer or contractor except where the claim or suit arose out of the employee exercising their authority as an employee as required by the City of Bellevue Police Department Policy and Procedures Manual. A criminal conviction shall be deemed conclusive proof that the employee's conduct was criminal for purposes of this section; however, an acquittal on criminal charges shall not be determinative that the conduct was not criminal. The defense of any employee under the terms of this section shall be provided by the City Attorney's Office or counsel retained by the City Attorney. Any employee who declines legal representation offered by the City Attorney's office shall be solely responsible for all costs of legal representation and defense associated with the claim or suit and the employer shall not be obligated to indemnify the employee for any judgment rendered in the claim or suit, nor shall the employer be obligated to reimburse the employee for any such costs of legal representation or defense. Any employee who receives legal representation provided by the employer must cooperate fully with the legal representative. An election by any employee to retain counsel outside of the City Attorney's Office must be made in writing and must acknowledge that the employee is solely responsible for the costs associated therewith, including costs of representation and any judgment rendered in the claim or suit. An employee does not waive their right, if any, to defense and indemnity under this section by retaining private counsel at the officer's own expense to pursue counterclaim(s) against plaintiff(s).

20.B Inquests

If an Inquest is ordered arising out of a Captain or Major's exercise of their law enforcement authority on behalf of the City of Bellevue, the City shall provide legal representation to the Captain or Major as provided below. No such representation will be provided by the City if it is determined by the City Manager or their designee in consultation with the Chief of Police and the City Attorney that the acts giving rise to the inquest were criminal, malicious, fraudulent or dishonest. The decision whether an employee shall be entitled to legal representation under this section shall be made as soon as possible after the City Manager, Chief of Police and City Attorney are provided with the necessary information to make that determination, but in no event later than 30 days after the death. Should an inquest be ordered prior to the City making a determination whether the Captain or Major is entitled to representation under this paragraph, the City shall provide such representation under a reservation of rights. Under the reservation of rights, the City shall have the right to withdraw from providing legal

representation to the Captain or Major if it is determined within the timeframes set forth in this paragraph that the acts giving rise to the inquest were criminal, malicious, fraudulent, or dishonest. The employee shall meet with the City Attorney to discuss who shall provide legal representation for the employee during the Inquest. The defense of any Captain or Major under the terms of this section shall be provided by the City Attorney's Officer or by counsel selected by the employee from a list of acceptable attorneys which list shall be created by agreement of the employer and the Union. A copy of the agreed list shall be attached to the bargaining agreement as Appendix C. The employee shall have an opportunity to consult with a Union representative prior to making a decision about legal representation.
The attorneys included in this list shall be attorneys with a high level of experience in representing law enforcement officers in the use of force. Any Captain or Major who elects not to retain legal representation from the City Attorney's office or any attorney whose name does not appears on the lists agreed to by the employer and the Union shall be solely responsible for all costs of legal representation and defense associated with the inquest and the employer shall not be obligated to reimburse the employee for any such costs of legal representation or defense. An election by any Captain or Major to retain counsel outside of the City Attorney's Officer or the approved list must be made in writing and must acknowledge that the employee is solely responsible for the costs associated therewith, including costs of representation.

20.C Criminal Prosecutions

The employer shall not be obligated to provide legal representation or to pay or reimburse the employee for any attorney's fees or costs to any employee to defend against any criminal prosecution. Legal representation with regard to criminal prosecutions may be provided by the City solely at the discretion of the Chief of Police. No action of the City with respect to this section is subject to the grievance procedure.

ARTICLE 21 – Union OFFICIAL'S TIME OFF

Upon prior approval of the employee's Assistant Chief, a member of the Union's negotiating team shall be granted paid release time to attend negotiations sessions with City negotiators. In the absence of the employee's Assistant Chief, approval shall be obtained from the Chief of Police.

ARTICLE 22 – SENIORITY

Whenever an appointing authority contemplates a reduction in staff because of changes in duties in the organization, a reorganization of positions, a position or service is abolished, a lack of work, or a shortage of funds, notice shall be sent to the Human Resources Director who shall collaborate with the appointing authority in determining the most advisable procedure for accomplishing the reduction. Every reasonable effort will be made to integrate affected employees into other positions.

The procedures are as follows:

A. Whenever a layoff is anticipated, employees whose jobs may be affected shall be notified at least one week in advance of the layoff.

B. Acting and provisional status employees shall be reduced to their regular service status rank before being considered for layoff.

C. Starting with the highest rank affected, the order of reductions in rank and/or layoff shall be as follows: 1) acting and provisional status employees; 2) probationary employees; and 3) regular status employees.

D. Regular employees in a rank shall be retained on the basis of seniority when job performance and qualifications are equal. Relative job performance shall be determined by the appointing authority on the basis of past job performance evaluations. Qualifications shall be determined by the knowledge, abilities, skills and temperament required for the affected position as stated in the job description, and the employee's ability to perform the remaining work without further training.

   Employees who are reduced in rank or who are terminated because of a layoff who return to their former position within two years shall be reinstated at the same salary for their classification that they were receiving at the time of the layoff, leave of absence without pay, or reduction in classification. The employee's salary will be adjusted in accordance with any general salary adjustments granted during their period of absence.

ARTICLE 23 – ENTIRE AGREEMENT

23.A The agreement expressed herein in writing constitutes the entire agreement between the parties and no oral statement or agreement shall add to or supersede any of its provisions.

23.B The parties acknowledge that each has had the unlimited right and opportunity to make proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in the agreement. Therefore, except as otherwise provided in this agreement, the Employer and the Union for the duration of this agreement, each voluntarily and unqualifiedly agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered by this agreement.

ARTICLE 24 – GRIEVANCE PROCEDURE

Per Article 8, if an employee or the Union has an issue which could be the subject of a grievance, the employee or the Union shall have the option of submitting the issue in writing to the next collaborative meeting. If such an issue is submitted to the next collaborative meeting, any time limits in the grievance procedure shall be held temporarily in abeyance from the date the issue is submitted to the meeting until 10 days after the conclusion of the meeting.

A "grievance" means a claim or dispute by an employee (or the Union on behalf of an employee or employees or on its own behalf with regard to matters affecting the Union as an entity) with respect to the interpretation or application of the provisions of this agreement.

Step 1: An employee or the Union must present a grievance within fourteen (14) calendar days of its alleged occurrence to the Assistant Chief, who shall attempt to resolve it within fourteen (14) calendar days after it is presented to the supervisor.

Step 2: If either the employee or the Union is not satisfied with the response by the Assistant Chief, the grievance, in writing with a copy to Human Resources to the extent feasible, stating the section of the agreement violated, the facts of the case as seen by the grieving party and the remedy sought, may be presented within fourteen (14) calendar days after receipt of the Assistant Chief's answer in step 1 to the Chief of Police or the Chief's designee who shall attempt to resolve the grievance within fourteen (14) calendar days of its presentation.

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 2 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. Employees not eligible for Civil Service may elect to appeal pursuant to the procedures outlined in Section 8.3 of the Human Resources Policies and Procedures Manual (HRPPM), as now or hereafter amended, 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 3 below 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.

Step 3: If the employee or the Union is not satisfied with the response by the Chief of Police, the grievance, in writing, together with all other pertinent materials may be presented to the City Manager, or designee, by a Union representative within fourteen (14) calendar days after receipt of the Chief's answer in Step 2. The City manager shall attempt to resolve the grievance within fourteen (14) calendar days after it has been presented to the City Manager.

Step 4: If the grievance is not resolved in Step 4 (or Step 3 in the case of disciplinary action), the grievance may, within thirty (30) calendar days, be referred to arbitration. For grievances relating to disciplinary actions, discharges, or terminations, the parties shall request an arbitrator from the Public Employment Relations Commission (PERC) consistent with Chapter 41.58 RCW. For all other grievances, either party may request

a list of nine available arbiters (residing within the Pacific Northwest) from the American Arbitration Association (the request for the list must be made within 15 business days of advancing the grievance to arbitration). The parties will meet within ten days of the mailing date of such list and will choose one using the strike method having determined the order of choosing by a coin toss. Should either party be required to apply to a court of law to enforce the selection procedure, that party may reopen this section of the contract to insert enforcement language. Nothing in this Section shall prohibit the parties from mutually agreeing on an arbitrator. The Arbitrator shall decide the case 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 its jurisdiction. Each party hereto will pay the expenses of their own representatives, and the expenses of the arbitrator will be borne equally by the parties hereto.

Neither the arbitrator nor any other person or persons involved in the grievance procedure shall have the power to negotiate new agreements or to change any of the present provisions of this agreement.

It is the intent of this grievance procedure that the parties will process grievances within the timeframes set forth herein. In the event an employee fails to process their r grievance in the timeframes stated, then the matter shall be considered resolved. If the City fails to comply with the timeframes herein, then the grievance will automatically advance to the next step.

Nothing in this article shall prevent the parties from reaching solutions to any issue submitted to a collaborative meeting prior to the date of the meeting. The time limits set forth in this Article may be extended by mutual agreement of the Employer and the Union. The parties may also, via mutual agreement, bypass any of the steps in the grievance procedure where the parties deem it appropriate to do so. The parties will document their mutual agreement, for either extensions of the time limits or to bypass any steps in the Grievance procedure, in writing.

ARTICLE 25 – SAVINGS CLAUSE

If any provision of this agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance or enforcement of any provision 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 will remain in full force and effect.

ARTICLE 26 – JURY DUTY

Time off with pay will be granted for jury duty. Statutory fees paid for jury duty shall be returned to the employer. While serving on jury duty, employees shall be temporarily assigned to a Monday through Friday schedule, with Saturday and Sunday off. Each seven-day cycle will begin on Monday and end on Sunday. Employees shall be required to report to their commander for duty assignment for any portion of their jury duty schedule during which they are not actually serving on a jury or waiting to be impaneled if they are dismissed prior to 1300 hours.

ARTICLE 27 – DURATION

This agreement shall become effective on the last date signed by the parties. Any changes in wages, hours or working conditions from those previously in effect shall become effective upon the execution of this agreement unless a specific, different effective date is indicated for a particular change. The Agreement shall remain in effect through December 31, 2028.

ARTICLE 28 – PARKING AND TAKE-HOME VEHICLES

28.A Parking: The Union and City agree parking on the Employer's premises (City Hall and Bellevue Service Center only) shall be governed by the provisions of the City's general parking program established for the above sites, except for those employees in positions that are assigned a vehicle / take home car. Vehicle parking on other sites shall be governed by conditions mutually agreed upon by the parties.

28.B Take Home Vehicles: The City and the Union recognize that given the command staff's level of responsibility and supervisory oversight, the City has a legitimate business need in ensuring that Union members have access to assigned, take home vehicles. To achieve that business need, the City and the Union agree that all employees within the bargaining unit shall have access to assigned, take home vehicles. All current Department rules and regulations pertaining to vehicle operations and equipment use apply to these vehicles.

ARTICLE 29 - PHYSICAL FITNESS ON DUTY

Physical fitness workouts will be allowed for Command personnel while on duty with the understanding that no team sports will be allowed. Command personnel agree that they will not allow physical fitness workouts to affect the delivery of police services.

ARTICLE 30 – SPECIAL RECOGNITION AWARD

The city manager or the Police Chief may authorize a lump-sum award based on the criteria stated herein. The maximum amount of an award(s) is/are a cumulative $1,500.00 for each calendar year. This lump-sum special recognition award will not be incorporated into an employee's base salary rate of pay, but will remain a separate, one-time recognition of extraordinary contribution or innovative ideas put to practice in the organization. An employee may be recommended for such an award for:

1. A project or work product with citywide significance that is specific and identifiable with both start and end dates.

2. A project or work product assignment that may be interdepartmental, with an assigned "total award" which is shared equally by all members of the task group.

3. A demonstrated level of creativity, skill, or conscientiousness that is beyond that normally expected for the position.

4. Individual contribution or leadership without which the citywide project or product results would not have been achieved, and which are beyond what is normally expected for the position.

5. Innovation or conscientiousness outside the scope of regularly assigned duties and responsibilities that may have resulted in substantial savings or reduces costs.

ARTICLE 31 – PROMOTIONAL PROCESS

Except as specifically provided herein, the Recruitment and Selection Process outlined in the City of Bellevue Human Resources Policies and Procedures Manual (HRPPM), as now or hereafter amended, will govern the recruitment and selection of an employee to fill a vacancy in the rank of Police Major.

Recruitment for a vacancy in the rank of Police Major will initially be limited to internal candidates if there are a minimum of three (3) minimally qualified internal candidates at the time the vacancy is announced who apply with a good-faith interest in the promotion and complete the promotional process. Provided, however, if there are not a minimum of three (3) minimally qualified internal candidates who apply for the Police Major vacancy, the Police Chief may, at their discretion, open the recruitment to external candidates.

The Police Major announcement will be posted for a minimum of ten (10) days before selection.

In addition to the screening devices outlined in the HRPPM, the selection process to fill a vacancy in the rank of Police Major may consist of one or more of the following steps and devices:

- Application screening based on resume and/or supplemental application form.
- Interest/ temperament inventory
- Written test
- Oral test
- Work sample/simulation exercise.
- Assessment center
- Structured peer evaluation
- Physical skill/physical ability
- Psychological profile
- Medical evaluation
- Structured reference check/background investigation
- Polygraph examination (initial application for police employment only)

In the event the hiring process includes a panel interview, a minimum of one representative of the Union will participate on a minimum of one interview panel in the recruitment and selection process to fill a vacant Police Major position.

Agreed,

TEAMSTERS LOCAL Union NO. 117		CITY OF BELLEVUE	
By Signed by: 7AD5B391B59D41E...	1/28/2025	By Signed by: 43431715CAB241E...	1/16/2025
	Date	Deputy City Manager	Date

Approved as to form:

Signed by:
760F27319109484...
Assistant City Attorney

APPENDIX “A” - Salaries

BETWEEN
THE CITY OF BELLEVUE
AND
BELLEVUE POLICE MANAGEMENT ASSOCIATION COVERING
CAPTAINS AND MAJORS
BELLEVUE POLICE DEPARTMENT

Effective January 1, 2025, the differential between a top step 15-year Sergeant with a bachelor’s degree, represented by BPOG, and a 15-year Captain with a bachelor’s degree shall be twenty-three percent (23%).

The differential between a 15-year Captain with a bachelor’s degree and a 15-year Major with a bachelor’s degree shall be eight percent (8%).

APPENDIX "B" – Education Premium

Section 1 Introduction. It is agreed between the parties that post high school education has intrinsic value to the officer as well as to the community. Therefore, premium pay based upon the employee's educational achievement(s) will be paid the employee as set forth herein.

Section 2 Approved Fields of Study. The following are recognized to be approved fields of study, inasmuch as each has been determined to have a beneficial relationship to police service, as follows:

1. Police Science (Law Enforcement)
2. Political Science (including History)
3. Sociology
4. Psychology
5. Community Service
6. Business Administration and Public Administration
7. Other fields mutually agreed between the Union and the Police Chief

Premium Pay.

Effective January 1, 2022, Employees shall be paid the following education premium pay:

Education	% of the Employee's Base Rate of Pay
Bachelor's Degree (BA or BS)	6%

Section 3 Other Fields of Study. College credit in any other field of study than the aforementioned in Section 2 do not entitle an employee to education premium pay under the terms of this agreement.

Section 4.1 Tuition Reimbursement for Continuing Education. Application of Section 4.2 is to include pursuit of a first master's degree in fields of study listed above or otherwise approved by the Police Chief, but to expressly exclude all other studies, e.g. second Bachelor's Degree (and beyond), second Master's Degree, J.D., and Ph.D. The City values post-graduate study in approved fields of study under Section 2 above or as may otherwise be approved by the Police Chief.

Section 4.2 Employees in the bargaining unit attending school shall receive the 4.1 tuition expense reimbursement, provided that a final grade of "C" or better is obtained for the course, and the employee is not eligible to receive monies under other education subsidy programs such as the G.I. Bill, Veteran's Administration, the Safe Street Act or other similar programs utilizing State, Federal and/or private funds. Such reimbursement, however, will be limited to the amount of the tuition fee for any given credit load at the nearest state supported four (4) year college or university.

APPENDIX "C" – List of Counsel

List of acceptable counsel for purposes of alternative defense of employees in inquest proceedings:

1. Derrick Isackson
   Vick, Julius, McClure, P.S
   5506 6th Ave S., #201A
   Seattle, WA 98108

   Phone: 206.957.0926

2. Richard Jolly
   Keating, Bucklin, & McCormack, Inc.
   800 Fifth Avenue, Suite 4141
   Seattle, WA 98104

   Phone: 206.623.8861

3. Andrew Cooley
   Keating, Bucklin, & McCormack, Inc.
   800 Fifth Avenue, Suite 4141
   Seattle, WA 98104

   Phone: 206.623.8861

4. Stew Estes
   Keating, Bucklin, & McCormack, Inc.
   800 Fifth Avenue, Suite 4141
   Seattle, WA 98104

   Phone: 206.623.8861

5. David Allen
   Allen, Hansen & Maybrown
   One Union Square
   600 University St. #3020
   Seattle, WA 98101

   Phone: 206.447.9681

6. Robert Christie
   Christie Law Group
   2100 Westlake Ave. #206
   Seattle, WA 98109

   Phone: 206.856.5770

7. Geoffrey M. Grindeland
   Seamark Law Group PLLC
   400 Winslow Way E, Ste 230
   Bainbridge Island, WA 98110

   Phone: 206.502.2511

Either party may request, in writing, to meet and confer with the other party regarding additions, deletions, and/or modifications to this list. Such writing may be given to the other party during the first quarter of any year this agreement is in effect. The parties shall meet within thirty calendar days after receipt of such writing, unless the time for meeting is extended by mutual agreement.