

**AGREEMENT BETWEEN**

**THE CITY OF BELLEVUE**

**AND**

**THE BELLEVUE POLICE MANAGEMENT ASSOCIATION**

**April 1, 2018 through December 31, 2021**

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**AGREEMENT  
BETWEEN  
THE CITY OF BELLEVUE  
AND  
THE BELLEVUE POLICE MANAGEMENT ASSOCIATION  
April 1, 2018 THROUGH December 31, 2021**

**PREAMBLE**

The provisions contained herein constitute an agreement between the City of Bellevue and the Bellevue Police Management Association 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 BPMA 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 BPMA 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 "BPMA" means the Bellevue Police Management Association.
- 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 his/her 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 his/her 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 BPMA 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 BPMA 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 BPMA 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 BPMA agree that membership in BPMA 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 BPMA. The Employer and BPMA 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 BPMA dues once each month and forward the sum to the Bellevue Police Management Association. The City shall be held harmless from any and all claims by the BPMA or the employees against the City which may arise out of the City's compliance with this Article and/or Article III - 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 his/her 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 BPMA;
- 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 RCW 41.56.

## **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 BPMA prior to implementing the change.

## **ARTICLE 8 – COLLABORATIVE MEETINGS**

At least quarterly, representatives of the BPMA 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 BPMA President and the Chief of Police or his/her designee shall develop an annual schedule for the collaborative meetings.

If an employee or the BPMA has an issue which could be the subject of a grievance, the employee or the BPMA 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 his/her 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 his/her right to BPMA representation.

- 9.B Before interrogation, the employee shall be informed of the nature of the matter in sufficient detail to reasonably apprise him/her 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 he/she be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain his/her 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 BPMA has to request information under RCW 41.56.
- 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 BPMA 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 BPMA 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 work days shall receive one hundred and fifty-six (156) furlough days per year. Each employee working eight (8) nine (9) hour work days and one (1) eight (8) hour work day (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 his/her 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 implemented at the beginning of the calendar year in further recognition of exempt status for all bargaining unit members. 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 pay of a top step Sergeant 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 twenty-five (25) 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.

## **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**

1. Members of the bargaining unit who have completed the following years of service with the City of Bellevue will receive the following longevity pay:

<u>Completed Years of Service</u>	<u>Longevity Pay % of the top step base</u>
25	11.0% / month

Years of service will be calculated from the original date of hire with the City of Bellevue, excluding periods of separation from employment, except separations due to disability retirement from city service.

2. No bargaining unit member receiving longevity pay will receive Education Premium pay provided under this Agreement.

**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 he performs the duties for the time he is 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             | 6. Labor Day                      |
| 2. Martin Luther King Jr. Day | 7. Veteran's Day                  |
| 3. Presidents Day             | 8. Thanksgiving Day               |
| 4. Memorial Day               | 9. the day after Thanksgiving Day |
| 5. Independence Day           | 10. 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 1<sup>st</sup> of any calendar year so that any person whose effective date of appointment to a bargaining unit position occurs after January 1<sup>st</sup> 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 ten (10) observed and two personal holidays during the entire calendar year he/she was appointed to the bargaining unit position.

15.D Employees assigned to uniform assignments (Patrol Captains) will be scheduled off on the actual day of the holiday, unless directed to work by the employer. If an employee is scheduled to work an observed holiday or if the observed holiday is on a scheduled day off, the employee will receive another day off, to be scheduled at the request of the employee and approval of the Chief, or designee.

**Note:** Approval of the Chief for a day off to replace a Christmas Holiday worked may involve up to a 30-day grace period for scheduling of another day off for Patrol Captains to replace the Christmas holiday worked.

15.E Holidays shall not be carried over from year to year. Holidays shall no longer be subject to payout.

## ARTICLE 16 – VACATIONS

16.A Each full-time employee shall accrue vacation time as set forth below, based on his/her continuous length of service accumulated as of the most recent anniversary date of his/her employment.

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

<u>Length of Service</u>	<u>Annual Leave in Days</u>	<u>Monthly Rate of Annual Leave in Hours</u>
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 his/her former rate of pay (which includes education or 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 or longevity pay) to the same individual to whom is paid his/her 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 his/her 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 to 112 vacation hours per year. Employees shall be paid for such time at the employee's rate of pay (which includes education or 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 his/her 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 his/her 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 his/her designee, 3) such leave does not exceed forty (40) hours per incident and 4) the employee provides a written guarantee to the Employer that he/she 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 his/her 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 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 a payroll deduction and remitted to the Employment Security Department of Washington State as provided in RCW 50A.

## **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  
Upon retirement, or separation of service with at least 20 years of employment with the City of Bellevue, a LEOFF II employee is entitled to receive a cash payment equal to ten (10) percent of his/her current total of unused accrued sick leave hours up to 1,440 hours maximum multiplied by the employee's current hourly rate calculation (annual salary to include longevity or education pay divided by 2,080 hours).  
The City will calculate the 10% sick leave cash out at the employee's former rate of pay (which includes longevity or education pay).
- 18.D 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 BPMA members with the following exceptions:  
BPMA 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 BPMA 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.E 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.F 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 XVII, 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.

**Note:** The RCW codification of the supplemental disability legislation is now in Ch. 41.04.500-550 RCW. The BPMA 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 benefit year starting January 1, 2019, that the health insurance offered to union members will be governed by last year of the parties' prior collective bargaining agreement that expired on March 31, 2018. For the benefit years starting January 1, 2020, 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 Cadillac Tax Reopener: The Employer may open Article 19 of the collective bargaining agreement to negotiate changes to Employer provided medical plans to promote cost containment or if the cost of the city medical plan options offered to bargaining unit members is anticipated to exceed federal excise tax limits as outlined in the Affordable Care Act (ACA). The Employer and the Union/Guild agree that the status quo maximum premium rates for City

medical plan options offered to members of the bargaining unit shall not exceed the current Federal Excise ("Cadillac") Tax limits of \$10,200 per employee per year and \$27,500 per family per year (as well as other benefit tiers, respectively) as outlined in the Patient Protection and Affordable Care Act or as those amounts are amended. If the provisions of the Patient Protection and Affordable Care Act change in anyway 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 19 of the collective bargaining agreement.

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
<b>Premera Core</b>	Employee Only	0%
	Employee & Spouse/Domestic Partner	10%
	Employee & Child(ren)	10%
	Employee & Family	10%

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

Insured Plan	Coverage Level/Tier	Employee Contribution Percentage
<b>Kaiser (HMO)</b>	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: Premiera Core, Premiera Choice, and Kaiser Permanente. Those employees eligible for benefits after January 1, 2020 or later (those hired after November 30, 2019), will be eligible to enroll during open enrollment in the following medical plans: Choice and Kaiser Permanente.
2. **Medical Waiver Rebates:** Beginning with plan year commencing January 1, 2020, employees electing to waive medical coverage through the City of Bellevue will no longer receive waiver rebates.
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.

19.G Representatives of the BPMA 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
<b>Delta Dental</b>	Employee Only	0%
	Employee & Spouse/Domestic Partner	20%
	Employee & Child(ren)	20%
	Employee & Family	20%

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

3. Dental Waiver Rebates: Beginning with plan year commencing January 1, 2020, employees electing to waive dental coverage through the City of Bellevue will no longer receive waiver rebates.

19.I Vision Insurance beginning January 1, 2020:

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.

- 19.J Flexible Spending Arrangement: The City and the Association agree that should the Health Care Flex 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.

If the ACA is amended and the FSA is no longer included in the excise tax threshold calculation, the health care FSA will continue to be offered.

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.

## 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 his/her authority as a Bellevue Captain or Major within the scope of his/her 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 his/her 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 his/her 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 his/her 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 his/her 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 his/her 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 BPMA. 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 BPMA 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 appear on the lists agreed to by the employer and the BPMA 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 Office 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 – BPMA OFFICIAL'S TIME OFF**

Upon prior approval of the employee's Assistant Chief, a member of the BPMA'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**

Layoff shall be in the inverse order of seniority; recall from layoff shall be in the inverse order of layoff. An employee's seniority will be based on the employee's badge number, whichever is applicable. The lower the number, the more senior the employee.

**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 BPMA 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 BPMA has an issue which could be the subject of a grievance, the employee or the BPMA 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 BPMA on behalf of an employee or employees or on its own behalf with regard to matters affecting the BPMA as an entity) with respect to the interpretation or application of the provisions of this agreement.

Step 1: An employee or the BPMA 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 BPMA 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. 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 BPMA 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 BPMA 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. 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 his/her 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 maybe 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 his/her 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, 2021.

## **ARTICLE 28 – PARKING AND TAKE-HOME VEHICLES**

28.A Parking: The BPMA 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 BPMA recognize that given the command staff's level of responsibility and supervisory oversight, the City has a legitimate business need in ensuring that BPMA members have access to assigned, take home vehicles. To achieve that business need, the City and the BPMA 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.

BELLEVUE POLICE MANAGEMENT  
ASSOCIATION

By \_\_\_\_\_  
President


1/17/19  
Date

CITY OF BELLEVUE

By \_\_\_\_\_  
Deputy City Manager

1-18-2019  
Date

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

## **APPENDIX "A" - Salaries**

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

- A.1 2018  
Effective April 1, 2018, the base salary rates in effect March 31, 2018 shall be increased retroactively by 1.5%. Education premium pay shall be according to Appendix B, Section 2.
- A.2 2019  
Effective January 1, 2019, the base salary rates in effect December 31, 2018, shall be increased by 4.6%, which is the equivalent to 100% of the June percentage increase for the Seattle-Tacoma-Bellevue CPI-W index for the year ending June 2018 (3.6%) plus an additional 1% market adjustment. Education premium pay shall be according to Appendix B, Section 2.
- A.3 2020  
Effective January 1, 2020, the base salary rates in effect December 31, 2019, shall be increased by 100% of the June percentage increase for the Seattle-Tacoma-Bellevue CPI-W index for the year ending June 2019. Education premium pay shall be according to Appendix B, Section 2.
- A.4 2021  
Effective January 1, 2021, the base salary rates in effect December 31, 2020, shall be increased by 100% of the June percentage increase for the Seattle-Tacoma-Bellevue CPI-W index for the year ending June 2020. Education premium pay shall be according to Appendix B, Section 2.
- A.5 Captains and Majors shall be hired at step 1. Upon successful completion of the probationary period, the employee shall progress to step 2.

## 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 BPMA and the Police Chief

Premium Pay. Employees in the bargaining unit who have obtained a Bachelor degree in an approved field of study shall receive Education Premium pay as follows based upon the top step base salary. Members of the bargaining unit who receive longevity pay under this agreement will not receive Education Premium pay.\*

From date of hire	6.0% / month
After 5 Years	7.0% / month
After 10 Years	8.0% / month
After 15 Years	9.0% / month
After 20 Years	10.0% / month
After 25 Years	11.0% / month*

\*Provided that, for the term of this Agreement, the above Bachelor degree requirement shall be waived for employees who have completed 25 years of service as of January 1, 2008.

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<br>Vick, Julius, McClure, P.S<br>5701 6th Ave S., #491A<br>Seattle, WA 98108<br><br>Phone: 206.957.0926                 | 2. Richard Jolly<br>Keating, Bucklin, & McCormack, Inc.<br>800 Fifth Avenue, Suite 4141<br>Seattle, WA 98104<br><br>Phone: 206.623.8861 |
| 3. Andrew Cooley<br>Keating, Bucklin, & McCormack, Inc.<br>800 Fifth Avenue, Suite 4141<br>Seattle, WA 98104<br><br>Phone: 206.623.8861     | 4. Stew Estes<br>Keating, Bucklin, & McCormack, Inc.<br>800 Fifth Avenue, Suite 4141<br>Seattle, WA 98104<br><br>Phone: 206.623.8861    |
| 5. David Allen<br>Allen, Hansen & Maybrow<br>One Union Square<br>600 University St. #3020<br>Seattle, WA 98101<br><br>Phone: 206.447.9681   | 6. Robert Christie<br>Christie Law Group<br>2100 Westlake Ave. #206<br>Seattle, WA 98109<br><br>Phone: 206.856.5770                     |
| 7. Geoffrey M. Grindeland<br>Seamark Law Group PLLC<br>400 Winslow Way E, Ste 230<br>Bainbridge Island, WA 98110<br><br>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.