

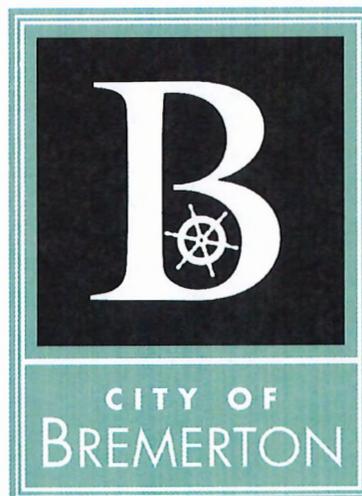
COLLECTIVE BARGAINING AGREEMENT

By and Between

THE CITY OF BREMERTON

and

***BREMERTON POLICE OFFICERS' GUILD
(BPOG)***



January 1, 2018 through December 31, 2020

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**LABOR AGREEMENT BY AND BETWEEN
THE
CITY OF BREMERTON
AND
BREMERTON POLICE OFFICERS GUILD**

JANUARY 1, 2018 THROUGH DECEMBER 31, 2020

PREAMBLE

This Agreement is made and entered into pursuant to the provisions of RCW Chapter 41.56 by and between the City of Bremerton, a municipal corporation of the State of Washington, hereinafter known as the "City", and the Bremerton Police Officers Guild hereinafter known as the "Guild" for the purpose of setting forth the wages, hours and working conditions which shall be in effect during the term of this Agreement for employees included in the bargaining unit described in Article 2 below.

ARTICLE 1 DISCRIMINATION ALLEGATIONS

- 1.1 An employee who believes that he or she has been the subject of unlawful discrimination on the basis of political affiliation, age, sex, marital status, race, creed, color, religion, national origin, sexual orientation, or activity protected by RCW 41.56 shall seek relief through the appropriate local, state or federal agency charged with investigating such matters.

ARTICLE 2 RECOGNITION

- 2.1 The City recognizes the Guild as the sole and exclusive bargaining representative for the purpose of negotiations concerning wages, hours and working conditions for the bargaining unit described in the State of Washington Public Relations Commission Decision No. 2371-PECB dated the 10th day of January, 1986 as: "All full-time and regular part-time uniformed employees holding the rank of sergeant or below in the Bremerton Police Department; excluding all confidential or supervisory and other employees of the employer."

ARTICLE 3 GUILD DUES

- 3.1 **DUES DEDUCTIONS:** The City will deduct monthly Guild dues and initiation fees uniformly required of membership from the pay of those employees who provide written authorization to the City to make such deductions. The City will transmit the total amount of deductions to the Treasurer of the Guild.
- 3.2 **MAINTENANCE OF MEMBERSHIP:** An employee who is a member of the Guild upon the date of the signing of this Agreement and an employee who joins the Guild subsequent to the date of the signing of this Agreement shall maintain membership in good standing with the Guild through the payment of periodic dues assessed by the Guild during the term of this Agreement. An employee who was not a member of the Guild prior to September 3, 1986 shall not be subject to this Article.
- 3.3 **SERVICE FEE OPTION:** New employees within thirty (30) calendar days of hire and all other employees shall elect whether that employee wishes to (1) join the Guild and pay Guild dues and fees or (2) decline to join the Guild and pay a service fee equivalent to regular Guild initiation fees and dues to the extent permitted by law.

- 3.4 **EQUIVALENT DUES PAYMENT:** In accordance with RCW 41.56.122, objections to joining the Guild which are based on bona fide religious tenets or teachings of a church or religious body as may be determined by the Public Employment Relations Commission will be observed. Any such employee shall pay an amount of money equivalent to regular Guild dues to a nonreligious charity mutually agreed upon by the employee affected and the Guild.
- 3.5 **FAILURE TO COMPLY:** An employee who fails to comply with this Article shall be terminated upon notice of such fact in writing from the Guild to the City. Termination of such an employee shall become effective within thirty (30) calendar days from the date the City received the notice, unless the employee has remedied the delinquency within said thirty (30) calendar day period provided that the regular failure to timely pay dues, service fees or charitable contributions shall, upon the request of the Guild, result in the discharge of the offending employee.
- 3.6 **HOLD HARMLESS:** The Guild shall indemnify, defend, and hold the City harmless from any and all liability to third parties resulting from the administration of the provisions of this Article.

ARTICLE 4 GUILD ACTIVITY

- 4.1 **CONDUCT OF GUILD BUSINESS:** Guild business, such as handling grievances and other legitimate routine matters, may be conducted on Police Department premises provided that such business does not interfere with Police Department operations. Scheduled Guild meetings may be held in Police Department facilities provided that such meetings do not interfere with Police Department operations and are approved in advance by the Police Chief or designee.
- 4.2 **GUILD REPRESENTATIVES:** The Guild shall provide written notice to the Manager of Human Resources and the Police Chief of the names of the officials authorized to represent the Guild immediately upon their election or appointment. The City will provide reasonable access to City premises to such authorized representatives for the purpose of handling grievances and other legitimate Guild business provided that such access does not interfere with the work and duties of Guild employee representatives or of other on-duty employees. The Police Chief or designee shall grant an employee who is also a Guild Representative reasonable release time while on duty for the purpose of handling grievances and other legitimate Guild business, provided that such release time does not unreasonably interfere with the work and duties of the employees or of other on-duty employees.
- 4.3 **USE OF CITY PROPERTY:** Use of City property is authorized as provided below.
- 4.3.1 **USE OF EQUIPMENT:** The following Police Department equipment is authorized for use by authorized Guild representatives for Guild business:
- 4.3.1.1 **WORD PROCESSING EQUIPMENT, COMPUTERS AND TYPEWRITERS:** when needed for short work.
- 4.3.1.2 **COPY MACHINES:** up to five (5) copies of documents for members of the Guild's board. If more are needed, the Guild shall reimburse the Police Department for costs subsequent to receipt of an itemized billing.
- 4.3.1.3 **TELEPHONE:** Local calls are approved. Costs of long distance calls and FAX use shall be reimbursed by the Guild to the Police Department subsequent to receipt of an itemized billing.

- 4.3.2 **BULLETIN BOARDS:** The Police Department shall permit the reasonable and lawful use of bulletin boards by the Guild for the posting of notices relating to official Guild business.

ARTICLE 5 WAGES

- 5.1 **HOURLY WAGE RATES:** Hourly wage rates shall be paid as set forth in Appendix A which is attached hereto and made a part hereof which reflects the following:

- 2018 3% general wage increase, effective January 1, 2018
- 2019 2.5% general wage increase, effective January 1, 2019
- 2020 2.5% general wage increase, effective January 1, 2020

- Step percentages are calculated after the annual wage adjustment is applied. Wage adjustments will be calculated out to three (3) decimal places. Longevity pay rates are calculated from the base rate at 100%. Published hourly wages are estimates and actuals may vary (due to penny rounding) and will be calculated by the City payroll software system.

- 5.1.1 Advancement through the hourly wage rates from the first step through the final step will occur upon completion of the prescribed number of full year(s) of continuous employment since the employee's initial hire date, or in the case of Sergeants, the date of promotion. In the event an employee is on approved leave of absence without pay, the employee's next wage rate advancement date will be extended by the actual number of days the employee was absent on such leave. No such step increase shall be denied employees who have met acceptable performance standards. Step increases may be withheld for a maximum of six (6) months. The denial of a step increase is subject to the grievance procedure.

- 5.1.2 New Hire Wage Rates shall be set as follows:

- A. A new employee with no prior relevant work experience shall have his or her wage rate set at the first step of the pay scale.
- B. A new employee who has prior paid work experience as a full time Patrol Officer in a police service which operates a full time service using paid employees, may be hired up to and including the fifth (5th) step based upon qualifications and relevant years and type of prior experience.
- C. A new employee who has no prior Patrol Officer experience (as described above), but has other relevant experience may have his or her pay rate set at a higher step based upon relevant years and type of prior paid work experience.

Placement at higher than the first step shall be at the discretion of the Chief with the approval of the Human Resources Manager and Financial Services.

- 5.1.3 The Sergeant's base salary at Step 1 will be not less than six point seven percent (6.7%) above the Corporal's base pay rate.

Department. Special events and emphasis patrol for the Traffic Unit shall be excluded from Article 6.

- 6.2.1 Exempt positions may be assigned at the sole discretion of the Chief of Police, provided that no officer past his or her one-year probationary period may be reassigned to another shift more often than once every six months.
- 6.2.2 Notwithstanding 6.2 and 6.2.1, the Chief of Police may reassign any non-probationary employee for just cause twice each year and probationary employees may be reassigned to shifts at the discretion of the Chief of Police.
- 6.2.3 Sergeants shall be allowed to bid for shifts on the basis of time since promotion to Sergeant, provided Section 6.2.1 and 6.2.2 above shall not apply to Sergeants, and provided further, the Chief of Police may assign a Sergeant to a particular shift without regard to seniority when such assignment is reasonably necessary to the efficient provision of police services.
- 6.2.4 The Support Services Division is comprised of the Special Operation Group, General Investigations, Community Resource Unit and other specialty non-patrol units of work. Employees of this Division are scheduled to work ten (10) daily hours or as mutually agreed.
- 6.2.5 Employees who are on light duty for an extended period of time during shift bid will not be included in the bidding process.
- 6.3 **SHIFT EXCHANGES:** Employees may exchange full or partial shifts when the change does not interfere with the duties and responsibilities of the employees in their positions and provided that the immediate supervisors of such employees find that no interference will occur as the result of a mutually agreeable shift exchange. The Police Chief or the Chief's designee may overrule such a finding by the immediate supervisor in the event that the Department's service or training needs require specific employees to be on duty during their assigned shifts.
- 6.4 **SHIFT CHANGEOVER COORDINATION:** An employee who has been transferred from one shift to another shall normally be scheduled to begin the newly assigned shift upon a day or at a time which results in the employee receiving at least eight (8) hours of rest between work shifts. In the event that the transfer from one shift to another results in an employee receiving less than eight (8) hours of rest between work shifts, the employee shall be paid overtime for time worked during the eight (8) hour period between work shifts. An employee who receives a minimum of eight (8) hours of off-duty time between work shifts shall not be eligible for overtime compensation for shift changeover coordination time.
- 6.5 **ASSIGNMENT TRANSFER REVIEW REQUEST:** Assignment transfers (those not covered by Section 6.2 and subsections) will be made at the discretion of the Police Chief or designee. Except in emergencies, at the employee's request, the Police Chief will provide his/her reason for the assignment transfer prior to the transfer. The employee may submit information as to why the assignment transfer should not take place. The Police Chief will review the information and inform the employee of his/her decision. Transfers resulting from operational or performance related issues are not subject to the grievance procedure. Transfers resulting from misconduct or disciplinary issues are subject to the grievance procedures. It shall be understood that these specialty non-patrol assignments are temporary in nature and there is no guarantee as to the amount of time an employee will serve in that assignment.

6.6 TRAINING:

- 6.6.1 **Standard shift:** The employees regularly scheduled days and hours of work.
- 6.6.2 **Full day training:** The employee's standard shift hours (10h 40m, 10h, 8h) will be utilized to cover travel time and training time. Any training day, which will be no more than the employee's standard shift hours, but no less than 8 hours, will be counted as an entire work day.
- 6.6.3 **Partial Day training:** Training time which is less than a full standard shift.
- 6.6.4 **Required Training:** Training that is defined by the Bremerton Police Department's Policy and Procedures for Accreditation purposes. (Refer to BPD LEXIPOL Manual).
- 6.6.5 **Non-Required training:** Training the department has deemed not binding or obligatory to the employee. Non-Required training would more often than not fall under voluntary or requested training.
- 6.6.6 **Mandatory Training:** Those training days set aside each overlapping Friday of every January, February, and March of each calendar year.
- 6.6.7 Training will be scheduled during the employee's standard shift whenever possible.
- 6.6.8 If **required** training must occur in whole or in part during a day/time that is not the employees standard shift then then the employee shall be given at least **14** calendar days' notice of the required schedule change, unless mutually agreed upon by the affected employee(s) and overtime is authorized, or the time may be shift adjusted (time for time – 7/28 days, (as long as staffing levels allow)) by mutual agreement. Additionally non-mandatory training does not influence an employee's normal ability to use vacation, comp time, etc. during their standard shift.
- 6.6.9 A training day that is less than 8 hours, including travel time, but excluding meal breaks greater than 30 minutes requires the employee to finish their standard shift hours. A training day that exceeds the employee's standard shift hours shall be compensated via overtime, comp time, or shift adjustment when mutually agreed upon.
- 6.6.10 Training will be scheduled during the employees normal work day and hours whenever possible.
- 6.6.11 If **non-required** training is to occur in whole or in part during a day/time that is **not** the employee's standard shift, then the employee shall be given at least **14** calendar days' notice of the required schedule change, unless mutually agreed upon by the affected employee(s). Shift adjustment or 7/28 days are allowable (as long as staffing levels allow) by mutual agreement in order to attend said training.
- 6.6.12 **Mandatory training:** Vacation and comp time will **not** be authorized during periods of Mandatory Training, except by advanced special authorization on a case-by-case basis, authorized by the Training Lieutenant or above.

By mutual agreement, officers may adjust their shift in order to conduct training. If shift adjustment is required/needed for such training, at least 14 calendar days of advanced notice will be given to each affected employee, unless mutually agreed upon.

Periods of Mandatory Training are established as each overlapping Friday for the months of **January, February, and March** of each calendar year. Each of these days will be a full day of training. Each employee must complete at least one full day of training for each of these months, as the training content will be the same for each overlap Friday for each month.

Employees who are unable to attend any one of the three mandatory training days will be required to make-up those day(s). The employee shall be responsible to coordinate those make-up days with the Training Lieutenant, or his/her designee. Management will attempt to schedule make-up training dates during the employee's regular schedule. If that cannot be accommodated, the employee shall be given at least 14 calendar days' notice of his/her schedule change. This will be completed by way of 7/28 time or a shift adjust.

6.7 DEFINITIONS:

6.7.1 "Team" Three Sergeants, and the Officers and Corporals reporting to those three Sergeants.

6.7.2 "Squad" One Sergeant, the Officers and Corporal(s) reporting to that Sergeant.

6.7.3 "Shift" One work period (1st Watch - Day, 2nd Watch - Swing, or 3rd Watch -Graveyard) comprised of 10 hours and 40 minutes.

6.7.4 "Long Term" Any time frame more than 30 consecutive days.

6.7.5 "BPOG" Bremerton Police Officers Guild.

6.7.6 "7/28 days" trade days; 1:1 day-for- day, or hour-for-hour ratio within each 28 day pay period.

6.7.7 "Overtime" is all required and authorized work performed in excess of an employee's normal work schedule.

6.7.8 "Personal Compensatory Days" is the request of compensatory time inside the established six (6) days notice, with the expectation that the department grant the compensatory time requested, regardless of the overtime or staffing issue(s) the time may cause (this does not mean that the City must backfill positions).

6.8 THE PATROL SCHEDULE: Patrol Officers, Corporal/OIC and Patrol Sergeants will work 5 days on duty, 4 days off duty, 5 days on duty, 4 days off duty, 5 days on duty, 5 days off duty. 10 hour 40 minute shifts. Overlap days will occur on Fridays.

6.9 SHIFT START AND ENDING TIMES: The following hours apply to patrol Officers,

Corporal/OIC and Patrol Sergeants:

1st Watch 0620-1700 hours

2nd Watch 1600-0240 hours

3rd Watch 2000-0640 hours

6.10 PATROL SHIFT BIDDING: Shift bids will occur twice each calendar year. Shifts are bid in 6 calendar month blocks (January-June, July-December). Employees must stay on the same Team (Blue or Gold) for the entire calendar year. If an employee switches Teams when bidding the

next calendar year, it may cause some officers to work more than five consecutive days. The parties agree that these additional days will be made as 7/28 days (trade days at a 1:1, day for day, or hour-for-hour ratio must be taken within the current 28 day cycle) by mutual agreement. The City of Bremerton will not pay overtime or grant compensatory time due to persons rotating from their initially selected Team unless required by FLSA guidelines.

Sergeants bid first by seniority (date of promotion). Corporals will bid next by seniority (date of promotion).

Corporals bid for Corporal positions by seniority. According to seniority each Corporal will be offered the allotted Corporal positions until the one per squad requirement is met. If there is not a Corporal on each squad by the end of the Corporal shift bid, the lowest seniority Corporal(s) will be ordered to fill the remaining Corporal position(s).

All other officers will bid next.

Should a squad lose a Corporal position due to retirement, reassignment or other reasons, and there is not another Corporal on that squad, Corporals may be asked, by seniority, to move to a squad on the same team so that each squad has a Corporal. If no Corporal volunteers to switch squads the lowest seniority Patrol Corporal will be ordered to that squad without additional compensation.

6.11 SHIFT BIDS FOR SPECIALTY UNIT TRANSFERS – Specialty Units include General Investigations Unit (GIU), Special Operations Group (SOG), Traffic, School Resource Officer (SRO), any other future Unit that may/could be added outside regular Patrol Operations.

- 6.11.1 If a Specialty Unit Member (SUM) is rotated out of a Specialty Unit prior to the **January bid** (generally September 1), the SUM shall have the opportunity to bid for his/her **color** and **shift** of choice based upon his/her rank and seniority.
- 6.11.2 If the SUM is rotated out of a Specialty Unit prior to the **July Shift bid** (generally March 1), the SUM shall have the opportunity to bid for his/her **shift** of choice, based upon his/her rank and seniority, as the SUM will replace or fill the open slot on whatever color is open and remain on said color for the remainder of the year until the following January bid.
- 6.11.3 In the event a SUM is rotated back into patrol between bids for whatever reason, the SUM will fill the open slot. *Example*, Blue Swing Shift has an opening, that SUM will then fill that position for the remainder of that shift bid. When the next bid cycle is up, the officer will then be able to bid for his or her shift based upon his/her rank and seniority on Blue only until the January bid.
- 6.11.4 In the event there are two color slots open, one on either color when the SUM is rotated back into patrol, the SUM shall have their choice of colors. If the rotation happens to fall upon the July bid), that particular bid will be treated as if it were a January bid cycle.
- 6.11.5 If the SUM is rotated back into patrol prior to the January or July shift bid, or if shift bid is currently in process, and the SUM has not yet been passed over (based upon their rank and seniority), he/she shall be given the opportunity to bid. If at all possible the Command Staff will attempt to make selections and/or decisions regarding the movement of SUMs in

an effort to avoid disruption of the bidding process (inform both the SUM as well as the Patrol Lieutenant in charge of the bidding process, of the SUM's rotation back to patrol).

- 6.11.6 Exceptions can be made in the event an officer has an emergency (family care, medical needs, etc.), in which the aforementioned process may be deviated. These issues shall be brought to the Officer's Sergeant and Patrol Lieutenant as soon as possible so as to work them through.
- 6.11.7 The Administration will attempt to accommodate the Officer as best they can, but the intent is not to manipulate, or disrupt the normal shift bid process.
- 6.11.8 Sergeants may approve a member's request to flex their schedule as long as it does not cause overtime. This article is agreed to for a one year trial period beginning on January 1, 2019 and ending December 31, 2019. During this trial period Chief of Police has the authority terminate the Sergeant's ability to approve flexing schedules.

6.12 PATROL VACATION BIDDING:

- 6.12.1 Sergeants bid first by seniority (date of promotion) and then Corporals will bid next by seniority (date of promotion).
- 6.12.2 All other officers will bid next by seniority
- 6.12.3 For each squad, both the Sergeant and the Corporal should not be scheduled off for the same vacation days.

6.13 COVERING LONG TERM PATROL OFFICER SHORTAGES:

- 6.13.1 Volunteer(s) will be sought to change squads within the Team to fill-in where needed if this does not create another shortage.
- 6.13.2 If no officer volunteers on the same Team, volunteer(s) will be sought from the other Team if this does not create another shortage.
- 6.13.3 If no officer still volunteers, then officers may be ordered to move to another shift/squad/team by reverse seniority as long as this does not create another shortage and complies with section 6.2 of the current BPOG contract.
- 6.13.4 If no officer can be moved without creating another shortage, specialty positions may be asked to voluntarily move to the affected squad for the duration of the shortage. A specialty officer filling a patrol position will maintain their specialty pay and other benefits of their current assignment.
- 6.13.5 If no specialty position officer/detective volunteers to fill the position, specialty officers/detectives may be ordered to move to the affected squad(s) in the following order: The Chief of Police has the sole discretion in assigning these positions when filling long term vacancies following the guidelines set forth in sections 6.2.3 and 6.2.4 of the BPOG contract.

- 6.13.5.1 Traffic Officers
- 6.13.5.2 Detectives

6.14 MISCELLANEOUS PROVISIONS:

6.14.1 The maximum shift allowed for Officers to work will normally be 16 consecutive hours in a 24 hour period. This also applies to any off-duty employment. Exceptions may be made due to exigent or emergency situations. The shift supervisor responsible for the overtime period shall be responsible for approving such exceptions. Examples of exigent situations where employees may be required to work more than 16 hours in a 24 hour period include, but are not limited to: necessary report completion, major investigations such as those involving BARRK Felonies, and court appearances.

6.14.2 FLSA work period is 7K/28 days - 171 hours.

6.14.3 Overtime for the purposes of this agreement is any time worked outside a normally scheduled shift.

6.14.5 Vacation and sick leave accrual remain the same. 10 hours and 40 minutes is needed to take a full day off under this schedule.

6.14.8 Requests for vacation, compensatory time and sick leave will be taken in five (5) minute increments, with the minimum request of twenty (20) minutes.

6.15 GENERAL INVESTIGATIONS UNIT AND SPECIAL OPERATIONS GROUP SCHEDULES: Officers and Sergeants assigned to the General Investigations Unit and the Special Operations Unit shall generally work four (4) consecutive days followed by three (3) consecutive days off. Employees may split their work week, on a temporary basis, by mutual agreement as long as the change occurs within the FLSA workweek and does not incur overtime. (i.e. work Monday, Tuesday, Thursday, Friday)

6.15.1 Days off will normally be Saturday and Sunday consecutively with either a Friday or Monday.

6.15.2 Members assigned to the General Investigations Unit will normally work from 0700 to 1700 hours.

6.15.3 Members assigned to the Special Operations Group will normally work from 0900 to 1900 hours.

6.15.4 Members assigned to the General Investigations Unit and the Special Operations Group agree, as a condition of assignment, to adjust work hours for operational needs as outlined in the assignment announcement. The City shall provide at least 72 hours advance notice of the need to adjust schedules. The City shall work on resolutions with the employee when a change in the work schedule creates personal issues.

6.15.5 Any temporary change to an employee's work schedule is by mutual agreement between the employee and the City.

6.15.6 The additional holiday accrual for President's Day, Martin Luther King's Birthday, Veteran's Day and the day after Thanksgiving as set forth in Article 9.4 of the collective bargaining agreement, will remain at 8.0 hours per holiday.

- 6.15.7 When a holiday falls on an employee's regularly scheduled work day and the employee takes it off, the employee shall be required to use either vacation or compensatory time to cover the entire 10 hour shift.
- 6.15.8 The standard 10 hour shift will be utilized to cover travel time and training time. Any training day up to 10 hours but not less than 8 hours that takes place at a location outside the City limits will be counted as an entire work day. An off-site training day (including travel time) that consists of less than 8 hours requires the employee to work the remaining hours of the full 10 hour shift or take the time off utilizing accrued leave.

ARTICLE 7 OVERTIME

- 7.1 **OVERTIME COMPENSATION:** Overtime work shall be compensated at the rate of one-and-one-half (1½) times an employee's hourly rate in cash or in one-and-one-half (1½) times the overtime hours worked in compensatory time. Overtime shall be calculated in five (5) minute increments. Overtime compensation in compensatory time may be granted upon the request of the employee and with the approval of the Police Chief or designee.
- 7.2 **LIMITATION ON COMPENSATORY TIME:** The maximum allowed accrual of compensatory time is sixty (60) hours and all time accrued in excess of that maximum shall be paid at the applicable rate, provided that time earned may be cashed out upon the employee's request as provided below.
- 7.2.1 Compensatory time submitted with less than 6 days prior notice will be handled in the same manner as non-bid vacation.
- 7.2.2 Compensatory time shall not be canceled once it has been approved.
- 7.2.3 Compensatory time may not be approved on mandatory training days.
- 7.2.4 Compensatory time shall be approved on a first come first served basis.
- 7.2.5 Only one compensatory time request per shift can cause overtime and that request shall be approved.
- 7.2.6 Employees who wish to cancel approved compensatory time request shall give at least 24 hours notice. Employees who fail to cancel approved compensatory time requests with 24 hours notice shall be required to take the time off.
- 7.2.7 Management has the right to establish shift staffing levels, including the decision to back fill a shift with overtime or shift adjusted officers.
- 7.2.8 Management also has the right to deny any/all compensatory time due to emergency events such as large scale or violent public unrest, natural disaster, or other emergency of similar magnitude.
- 7.2.9 Vacation leave will not be canceled due to requests for compensatory time.
- 7.2.10 Employees will be allowed up to a maximum of two (2) "Personal Compensatory Days", annually.

Employees who wish to cash out accumulated compensatory time will have the option of receiving this pay on the pay period ending November 15th of each year. Employees who exercise this option shall submit their request in writing to the Chief no later than November 1st each year. It shall be the sole responsibility of the employee to request cash out of accumulated compensatory time in a timely manner, therefore, any such requests received after the November 1st deadline will be disapproved and sent back to the employee.

- 7.4 **DAYLIGHT SAVINGS TIME:** Guild members who work the affected shift during the fall when clocks are moved back one hour will be paid one hour at the overtime rate. Guild members who work the affected shift during the spring when clocks are moved one hour forward will either use one hour of vacation leave or have the option to begin their shift one hour earlier unless the Department has a need and the Police Chief or his/her designee requires the Guild member to work the additional hour at the end of the shift.
- 7.5 **CALL BACK OVERTIME:** An employee who has left the workplace and who is called back to duty with less than twenty-four (24) hour notice for a period of time which is less than three (3) hours, shall receive a minimum of three (3) hours of overtime compensation. Employees receiving 24 hour notice will receive a minimum of two (2) hours of overtime compensation.
- 7.5.1 It is agreed that when a Sergeant, Corporal, or Officer is off duty and called in to work; the call out time begins at the time said employee received the call and said employee shall be compensated per current overtime agreements. In the event that said employee is called off prior to going enroute or canceled within fifteen (15) minutes whichever comes first; the employee will not be due any compensation for overtime. The employee shall provide a reasonable estimate of the time needed to respond. The department may contact another employee for the call out if the estimated time to respond is unreasonable.
- 7.6 **COURT AND/OR SUBPOENAED APPEARANCES:** An employee who appears in Court arising out of his/her employment with the City or who responds to a subpoena on behalf of the City on off-duty time shall receive a minimum of three (3) hours of overtime compensation for such appearance and a minimum of one and half hours (1.5) for administrative hearings.
- 7.6.1 An employee under subpoena will contact the prosecutor's office after 1500 hours on the business day prior to the scheduled court date to inquire whether or not they are needed the following day:
- 7.6.2 If the employee is required to appear the next day at a time other than their normal work hours and their appearance is subsequently cancelled, the employee shall receive 3 hours overtime or compensatory time.
- 7.6.3 If the employee is told they will not be needed the following day but to re-contact the court at another specified date and time for possible future appearances under the same subpoena, no overtime is earned.
- 7.7 For civil subpoenas, payment for off-duty subpoena appearance is based on matters resulting from the employee performing police duties for the City. Off-duty officers will be compensated for total time in Court at the overtime rate of pay or a minimum of three (3) hours whichever is greater. The minimum three (3) hours does not apply to Civil Service proceedings or arbitration, but employee is paid for actual time spent performing police duties for the City. Witness fees received by the officer from the plaintiff or defendant shall be assigned to the City. This Agreement does not include other subpoenaed appearances, such as Civil Service or arbitration subpoena, or compensation for telephone calls. The employee shall furnish a copy to his/her immediate supervisor as soon as possible after the subpoena is served.
- 7.8 When the City is the employer, all such overtime police work will be first offered to BPOG Police Officers, subject to the Bremerton Police Management Association (BPMA) bargaining unit Letter of Understanding date April 1, 2002. For each such police overtime project, BPD management will reasonably provide information regarding the scope of the project, manpower

needs, anticipated duration, and work-related expectations associated with the project. In the event that BPOG Police Officer bargaining unit employees are unable to provide all police overtime service needs, or manpower shortages are observed or anticipated, BPD Management will advise and consult with BPOG to identify needs and staffing alternatives. Other agency commissioned law enforcement staffing should be utilized only after reasonable and practicable efforts have been made to fill manpower needs by BPOG Police Officers.

ARTICLE 8 VACATION LEAVE

8.1 **VACATION ACCRUAL:** Employees shall accrue vacation time with pay for all regularly scheduled work time including paid holiday, sick leave, vacation and other paid leave time and excluding time for which workers' compensation time loss benefits are paid pursuant to the following schedule:

<u>Period of Continuous Full Time Employment</u>	<u>Annual Accrual</u>
Date of Hire through 5 years	104 hours
6th year	120 hours
7th year	128 hours
8th year	136 hours
9th year	144 hours
10th year	152 hours
11th year	160 hours
12th year	168 hours
13th year	176 hours
14th year	184 hours
15th year	192 hours
16th year	200 hours
17th year and thereafter	208 hours

8.2 **VACATION ELIGIBILITY:** An employee becomes eligible to take accrued vacation time upon completion of six (6) full months of employment; provided, however, the Chief of Police may grant an exception to the six-month rule due to mitigating circumstances. Vacation time must be taken in segments of twenty (20) minutes or more. Vacation time must be fully accrued prior to the time an employee takes any vacation time off.

8.3 **VACATION SCHEDULING:** Annual vacation leave shall be authorized by the Police Chief or designee. Employees shall be allowed to bid for vacations based upon seniority following the shift bidding process; provided that vacation requests for time not scheduled throughout the bidding process shall be scheduled by mutual agreement. Patrol employees who have been approved vacation leave shall give no less than twenty-four (24) hours notice if they decide not to take the leave as approved and instead report for work.

8.3.1 Requests for vacation and/or compensatory time shall be approved or denied by the Sergeant or Corporal and the employee shall be notified within a reasonable time period. The employee shall be given a copy of any leave request once it is approved or denied. Once vacation is approved it shall not be canceled except due to emergency events such as large scale or violent public unrest, natural disaster, or other emergency of similar magnitude. If a leave request is denied the time, date and reason for denial will be written on the leave slip prior to giving a copy to the employee.

8.4 **MAXIMUM VACATION ACCRUAL:** The maximum number of vacation accrual hours that any employee shall be allowed to carry forward from one calendar year to the next is as follows:

<u>Years of Continuous Employment</u>	<u>Maximum Balance</u>
0-2 years	160 hours
2-5 years	200 hours
5-10 years	240 hours
10-15 years	280 hours
15-20 years	320 hours
20+ years	360 hours

8.4.1 Should an employee not schedule his/her vacation by October 31st to insure that his/her carry-over each year does not exceed the maximum allowed, then as of January 1st of any year such excess leave shall be lost.

However, should the employee not be able to schedule vacation due to no fault of his/her own and thereby cause the employee's accrual to exceed the maximum amount or the employee is unable to use leave due to employee's own serious health condition the employee may request that up to forty (40) hours of the excess leave be cashed out. The request must include the reason for the excess leave balance and be approved by the Police Chief and Human Resources Manager. Requests must be received by the Human Resources Department no later than January 15th and will be paid on the pay period ending January 31st. Should the City in its opinion not have sufficient budgeted funds to pay for all or part of the vacation days being requested to be cashed out, the City may deny the request and those canceled days may be carried forward.

With the Chief's approval carryover will be allowed if it is scheduled and taken within the first three (3) months of the calendar year. If approved to carryover the (40) hours it can be used during mandatory training months as long as mandatory training is completed.

8.5 **VACATION PAY-OUT:** Upon the retirement, resignation, or termination of an employee or upon the date of an employee's disability retirement, the accrued vacation hours of such an employee will be paid to the employee in a cash lump sum payment.

8.6 **DONATIONS OF VACATION LEAVE:** Donations of Vacation leave permit employees to aid a fellow employee (or their immediate families) who is suffering from an extraordinary or severe illness, injury, impairment, physical or mental condition which has caused or is likely to cause the employee to take leave without pay or to terminate his or her employment prior to a determination that the affected employee is not expected to recover to an extent that will enable the employee to resume his or her normal duties or the duties of another position with the City or another employer.

8.6.1 **ELIGIBILITY:** An employee or employee's immediate family member (as defined in the FMLA) who (1) is suffering from an illness or injury causing his or her extended absence from work, and (2) who has depleted or will shortly deplete his or her total available accrued vacation, sick and floating holiday leave, may request donations of vacation leave.

8.6.2 **CRITERIA FOR APPROVAL:** A request for donations of vacation leave shall be submitted to the Chief of Police accompanied by medical documentation verifying the medical condition requiring the need for leave, and the time period during which the

employee can reasonably be expected to be absent from work due to the condition. Upon verifying that the requesting employee meets all of the eligibility requirements above and upon determining that the medical documentation received provides appropriate verification of the medical condition and time period involved, the Department Head will recommend the employee's request for donations of vacation leave be approved by the Mayor. The Mayor will review the request to assure that all of the requirements set forth in this subsection have been met and, if so, shall approve the employee's request for donations of vacation leave.

- 8.6.3 **CONDITIONS OF DONATION:** An employee who has been employed for at least six (6) months who desires to donate accrued vacation leave to a requesting employee will do so as a free and voluntary act and no duress or coercion shall be placed upon an employee to make such donation of his/her accrued vacation leave. Employees who are utilizing donated leave to cover their own absences may not donate leave to another employee until such time as they have returned to their normal schedule, and any excess donations made to them have been returned pursuant to 8.6.5 below. An employee who desires to donate vacation leave shall complete a Donation of Vacation Leave Form and submit it to his/her Department Head. The donated vacation leave will be transferred to the requesting employee's sick leave balance with the next payroll report. Forms will be date stamped and all time donated shall be in full hour increments and shall be credited to the employee on an hour-for-hour basis. A monthly update of the condition of the employee by the attending primary medical doctor shall be required and furnished to the Department Director.
- 8.6.4 **USE OF DONATED LEAVE:** An employee who has received donated vacation leave will be able to use the leave in the same manner as if he or she had personally accrued the leave, provided that the use of the leave is in conformance with the provisions of this Article.
- 8.6.5. **LEAVE ACCRUED FROM DONATED LEAVE:** While using donated leave, any leave accrued will be used first each pay period before the balance is deducted from the donated leave.
- 8.6.6. **UNUSED DONATIONS:** In the event of excess donations received but not used due to early recovery, resignation, retirement or death, all donations received but not utilized shall be returned to the donating employee(s) based on the proportion of hours that employee donated in relation to the total hours donated by all employees (e.g. an employee who donates 50 hours of 450 hours total donated shall be credited with 50/450ths of the hours not utilized). Such returned leave shall be reflected in the appropriate leave balance as soon as possible. Time donated for this purpose will not be considered as time used during the donor's performance rating period and does not count as sick leave used for Sick Leave incentive purposes.

ARTICLE 9 HOLIDAYS

9.1 **HOLIDAYS OBSERVED:** The following holidays shall be observed by the City:

New Year's Day
Martin Luther King's Birthday
President's Day Memorial Day
Memorial Day

Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving

Independence Day

Christmas

9.1.1 In addition, any other holiday legally proclaimed by the Federal or State government, provided that the City takes official action to have such holiday also observed by the City.

9.2 **FLOATING HOLIDAY:** Each employee shall be allowed one (1) additional holiday to be observed by the employee on a day mutually agreeable to the employee and the Police Chief or designee.

9.3 **HOLIDAY COMPENSATION:** Employees shall receive an additional eighty-eight (88) hours vacation leave per year in lieu of holidays. Detectives who are working a 4-10 schedule shall receive ten (10) hours of vacation accrual for each city observed holiday one hundred and ten (110) hours annually. Hours in lieu of holidays will be pro-rated in employee's first and last year of service in a BPOG eligible position. The accrual and payment of such additional compensation shall be in accordance with the Employer's established practice in this regard.

9.3.2 The annual holiday accrual (listed in 9.3 above) shall be reduce by sixteen (16) hours and the hours will be dumped into the employees compensatory time bank on January 1st of each year and will be available to be used per Article 7. This article will effect non-probationary employees only. The hours will be pro-rated for employees who pass probation or separate from service midyear. These hours must be used during the calendar year they are earned. If they are not used they will be put back into the employee's vacation balance, unless it causes the employee to exceed the maximum allowed carryover amount. If they cause the employee to exceed the maximum carry over amount the hours will be lost.

9.4 **PREMIUM HOLIDAY COMPENSATION:** An employee who works during the term of this Agreement on a holiday shall be compensated at the rate of one-and-one-half (1½) times the employee's hourly rate of pay except as provided in Section 9.5 below.

9.4.1 Employees who are required to work overtime on Christmas Day, Thanksgiving Day, New Year's Day, July 4th, Labor Day, and Memorial Day will be paid double time during the overtime shift only (For example: If the employee is called in to work 3 hours before his/her normal shift, the employee will receive double time only for the three (3) hours not for his/her regular shift).

9.5 Non-uniformed officers may be called into work, or may choose to work during their regularly scheduled shift on President's Day, Martin Luther King's Birthday, Veteran's Day and the day after Thanksgiving and shall be paid at their regular rate of pay for all such hours worked. Non-uniformed officers shall also accrue an additional day to their vacation bank for each such holiday whether or not the day is worked. The four (4) additional days of eight (8) hours each, shall be allocated to the vacation bank as each of these holidays arise. Nothing contained herein creates a property right to a non-uniformed position and the Chief retains the right to transfer officers to and from non-patrol assignments as outlined in Section 6.5.

ARTICLE 10 SICK LEAVE

10.1 **SICK LEAVE ACCRUAL:** Full-time employees shall accrue sick leave time with pay at the rate of four (4) hours per pay period Part-time employees who are on a leave of absence without pay will have their leave pro-rated if they have worked any portion of a pay period at .046154 for

each regular hour worked as outlined above. The maximum annual accrual is ninety-six (96) hours.

10.2 **MAXIMUM SICK LEAVE ACCRUAL:** Employees shall be able to accrue sick leave to a maximum of twelve hundred (1,200) hours as of November 1st of each year.

10.3 **SICK LEAVE WORK PERFORMANCE BONUS:** Employees who accrue over the 1200 hour maximum may cash out 50% of the hours over the 1200 hours and receive this bonus on the November 22nd pay day, and their sick leave balance will be reduced to 1200 hours.

10.4 **SICK LEAVE INCENTIVE:** An employee who takes forty-two and 66/100 (42.66) hours or less of sick leave in any full calendar year shall have eight (8) hours added to his or her vacation leave balance at the beginning of the following calendar year.

10.5 **SICK LEAVE RETIREMENT OR DEATH PAYMENT:**

10.5.2 LEOFF II employees who retire from City service on a service retirement, with less than one year notice shall be provided a Sick Leave Retirement Payment at thirty-five percent (35%) of the employee's accrued and unused sick leave hours to a maximum of 35% of 1200 hours (a maximum total of 420 hours), and shall be made to a HRA VEBA program.

10.5.3 LEOFF II employees who retire from City service on a service retirement with at least one (1) year notice shall be provided Sick Leave Retirement Payment at fifty percent (50%) of the employee's accrued and unused sick leave hours to a maximum of 50% of 1200 hours (a maximum of 600 hours), and payment shall be made to an HRA/VEBA program.

10.5.4 In the event an employee dies before reaching retirement, the payment will be made at 100% of accrued balance to the employee's estate at the employee's regular base hourly rate in effect at the time of retirement or death.

10.6 **SICK LEAVE USE:** Sick leave must be accrued in the pay period prior to use by an employee. Accrual is not credited to an employee's leave balance until after payroll is posted. Anticipated sick leave must be approved by the Police Chief or designee prior to using it. The Police Chief or designee shall not unreasonably withhold approval of sick leave with pay from employees. Sick leave shall be made available to each employee up to the amount of each employee's accrued sick leave balance and shall be used in increments of no less than one-quarter ($\frac{1}{4}$) hour to cover an employee's absence from his or her regularly scheduled work hours due to:

10.6.1 The temporary disability of an employee resulting from his or her personal illness or injury.

10.6.2 Providing care for an employee's child or children under the age of 18 or a spouse, parent, parent-in-law, or grandparent when they have a health condition that requires supervision or treatment, as currently defined by the Washington State industrial welfare law, RCW 49.12.270 and as may be amended by the Washington State Legislature.

10.6.3 Attending medical, dental and/or oculist appointments as needed for preventive or rehabilitative health care of the employee or the employee's child or children when such care requires parental presence to supervise or authorize treatment.

- 10.6.4 Upon the birth or adoption of a child, a parent may use up to three (3) days of accrued sick leave.
- 10.6.5 Providing for an employee's immediate family member when the family member has a health condition that requires the assistance of an adult caretaker until such time as other care can be arranged.
- 10.6.6 When an employee is temporarily exhausted caused by required overtime due to major incidents/situations, court appearances (in which the employee was unable to adjust his/her schedule), or any other unforeseeable work related circumstances that would not allow a minimum of 8 hours rest prior to the start of his or her next scheduled shift.
- 10.7 **NOTIFICATION OF SICK LEAVE USE:** An employee who is absent or expects to be absent from work due to causes specified in Sick Leave Use above, shall provide notification as follows:
- 10.7.1 **ROUTINE APPOINTMENTS:** The employee shall give prior notice of the date and time of the appointment to his or her immediate supervisor. An employee's immediate supervisor may request that the employee reschedule routine appointments when the scheduled absence of the employee would unduly interfere with the operations of the Department. An immediate supervisor shall not unreasonably deny an employee sick leave with pay for routine medical, dental or oculist appointments.
- 10.7.2 **UNANTICIPATED ABSENCE:** An employee who is absent from work or who will be unable to report to work as scheduled due to personal illness or injury, or for other causes specified in Sick Leave Use above, shall promptly notify the Department by telephone or otherwise as soon as practicable and will make every effort to notify the Department within the first one-half (½) hour preceding each work day of absence. In the event of a prolonged illness or injury, the Department may exempt an employee from the requirement to daily report absences and may establish an alternative reporting arrangement appropriate to the circumstances.
- 10.7.3 **SICK LEAVE DURING AUTHORIZED PAID LEAVE:** An employee who becomes ill or is injured during the employee's paid vacation or compensatory time off may request the conversion of such paid leave to sick leave with pay by promptly notifying the department at the time of occurrence or as soon thereafter as reasonably feasible of the illness, injury, or incapacity and employee provides appropriate documentation as required by section 10.8.
- 10.8 **SICK LEAVE DOCUMENTATION AND APPROVAL:** An employee who has been absent on sick leave shall, on the day he/she returns to work, submit such forms and provide such information as are required by the Police Chief or designee to approve the use of sick leave with pay for the absence. The Police Chief or designee may require an employee to provide a professional physician's verification within 36 hours after reporting to work, of an employee's, child's or family member's illness or injury as a condition of approving sick leave with pay, if the Police Chief or designee has a reasonable basis to suspect sick leave is not being used in conformance with this Article. In the event the Police Chief or designee intends to require such verification, the employee will be notified of the requirement prior to returning to work.
- 10.8.1 The Employer retains the right to require employees to submit to medical or psychological examinations when the Employer has significant evidence that could cause

a reasonable person to inquire as to whether an employee is still capable of performing his or her job. Specifically, the Employer must have a genuine reason to doubt whether an employee can perform job-related functions. Any relevant medical history of the employee which the examining professional conducting a psychological evaluation requests may be released by the employee only to the examining professional.

- 10.9 Where the employee has been out on FMLA qualifying leave, or extended medical leave under the ADA or workers compensation upon the employee's notice to return to duty, the employer may request certification in accordance with law.
- 10.10 **SEQUENCING OF LEAVES:** Unless addressed elsewhere in this agreement, the use of vacation leave, compensatory time, and leave without pay, for purposes other than qualifying use under the Washington Family Care Act, is subject to approval by management. However, unless otherwise required by law, forms of leave shall be used and exhausted in the following sequences:
- 10.10.1 sick leave for qualifying incidents until it is exhausted;
 - 10.10.2 vacation leave, floating holiday,) and/or compensatory time sequenced at the employee's option, until they are exhausted;
 - 10.10.3 any donated leave, if available, until it is exhausted; then
 - 10.10.4 leave without pay.

ARTICLE 11 INDUSTRIAL DISABILITY

- 11.1 **INDUSTRIAL DISABILITY LEAVE FOR LEOFF II EMPLOYEES:** An employee who qualifies for and is included in the Washington State Retirement System commonly referred to as "LEOFF II", and who incurs a work-related illness or injury shall be provided with such compensation as is made available through Workers' Compensation time-loss benefits as provided by Washington State law.

ARTICLE 12 OTHER PAID LEAVE

- 12.1 **BEREAVEMENT LEAVE:** An employee will be granted three (3) days of bereavement leave for attending funerals in the State of Washington and five (5) days of bereavement leave for out of state funerals of members of the employee's immediate family.
- 12.1.1 Immediate family under this Article shall be defined as spouse, registered domestic partner, child, stepchild, mother, father, mother/father in-law, brother, sister, brother/sister in-law, grandchildren and grandparents of both the employee and the employee's spouse/registered domestic partner.
 - 12.1.2 An employee will be granted up to (3) days of paid bereavement leave annually (compensated at the employee's current rate of pay). Additional time off for bereavement leave shall be charged against an employee's vacation/holiday, sick leave or compensatory time leave balance at the option of the employee.
- 12.2 **JURY DUTY:** An employee shall be granted leave of absence with pay for the purpose of reporting to or serving jury duty. Any juror fees received by the employee for the performance of such duties shall be assigned to the City. Employees normally assigned to swing or graveyard

shifts shall be placed on the day shift on days that court appearance is required. If more than 2.5 hours of the day shift remains at the time of release from jury duty, the employee shall report for duty.

- 12.3 **MILITARY LEAVE:** An employee who presents official orders requiring his/her attendance for a period of training or other active duty as a member of the United States Armed Forces or the State National Guard shall be entitled to military leave with no loss of pay for a period not to exceed twenty-one (21) work days annually. Authorized leave of absence for additional or longer periods of time for assignment to duty functions shall be without pay and shall be granted by the City. An employee receiving up to twenty-one (21) work days of training or serving on active duty shall receive their regular pay and the amount received from the Federal or State government.(Pursuant to RCW 38.40.060 as may be amended from time to time). Employees recalled to active duty shall be allowed to utilize accrued vacation leave or compensatory time to supplement military pay. Employees do not accrue any paid vacation, sick leave or other paid leave benefits while on active duty. During periods of military conflict, employees are entitled up to fifteen (15) days of unpaid leave before their spouse is deployed or while their spouse is on leave from deployment.
- 12.4 **EMERGENCY LEAVE:** In the event of an unforeseen emergency which requires the absence of an employee such as the illness, injury or death of a member of an employee's immediate family, the employee shall notify his or her immediate supervisor as soon as possible of the required absence. Such emergency leave shall be charged to an employee's unused vacation/holiday or compensatory time leave balance.
- 12.5 **ADMINISTRATIVE LEAVE:** Any bargaining unit employee may be placed on Administrative Leave (leave with pay) for reasons in the best interest of the City and/or employee (e.g. to conduct an investigation, to diffuse a work-related or personal problem that has the potential for escalation if left unchecked, and/or has a negative effect on department/division operations, and no other solution is available). Administrative Leave is not intended to be used in lieu of discipline. The City may place certain reasonable restrictions on an employee on Administrative Leave and require him/her to be available during his/her normal work schedule to respond by telephone within two (2) hours. Employees may be provided a pager, if needed. Employees may be placed on a different schedule to be determined by the Chief when they are placed on Administrative Leave. If an employee is or will be unavailable during the scheduled time frame, then a vacation leave request, or in the case of illness or injury, a sick leave request must be turned in to cover the amount of time the employee is or will be unavailable.
- 12.6 **DOMESTIC VIOLENCE LEAVE** – Pursuant to State Law, Domestic Violence Leave provides additional leave rights to employees who are victims of domestic violence, sexual assault, or stalking, or who are family members of victims. It entitles employees to take leave to receive medical treatment, attend legal proceedings, or address safety concerns arising out of domestic violence, sexual assault, or stalking as outlined in City Human Resources Policy 3-20-19.

ARTICLE 13 RETIREMENT BENEFITS

- 13.1 Each employee shall be enrolled in the Washington State Retirement system for which he or she qualifies. Only for the purposes of federal income taxation, the gross income of each employee shall be reduced by the amount of employee contributions to the respective retirement system, which is paid by the City.

ARTICLE 14 INSURANCE BENEFITS

14.1 **MEDICAL INSURANCE:** The City shall make medical insurance coverage available to employees and their dependents as follows:

- LEOFF Trust Plan F.
- Kaiser Permanente for Employees and Dependents; \$20 Copay Plan/ \$200 Deductible Plan.
- Another plan of substantially similar or better coverage

14.2 **INSURANCE PREMIUM PAYMENTS:** Payment of insurance premiums shall be made as follows:

- Employee premium paid in full by the City.
- Employees shall pay ten percent (10%) of the dependent premium for either of the two plans.
- Effective upon ratification, the City will offer medical coverage to dependents of employees in Domestic partnerships that have filed their status with the State as required by law and have met the minimum affidavit requirements.

14.3 **STIPEND IN LIEU OF MEDICAL COVERAGE** - An employee who waives the right to obtain medical insurance coverage through the City and who provides proof of credible coverage through his/her spouse or other source shall be entitled to receive a stipend as follows:

Employee Only	\$150.00
Employee & Spouse	\$300.00
Employee, Spouse & 1 Dependent	\$350.00
Employee, Spouse & 2 Dependents	\$400.00
Employee & 1 Dependent	\$300.00
Employee & 2 Dependents	\$350.00

Employees shall be required to notify Human Resources, in writing, during open enrollment, of their desire to waive medical coverage, or at any time during the year if a qualifying event occurs which would change their status (e.g. marriage, divorce, spouse loss of job or medical coverage). For initial implementation of this benefit for those who elect to waive coverage, the payment of the stipend will not be retroactive to January 1, 2009, but will become effective the first pay period of the next month following ratification of the agreement. Since both LEOFF Trust and Kaiser Permanente underwriting requirements require a 75% participation rate, in the event that there is less than a 75% participation rate due to employees waiving medical coverage, the City may cease offering the stipend due to the adverse impact upon those insured.

14.4 **DENTAL INSURANCE:** The City shall provide the same benefit levels as are contained in the Washington Dental Service Plan F dental insurance coverage for employees and their dependents and provide for full payment of insurance premiums.

14.5 **DISABILITY:** Employees, who are covered by the Washington State Retirement System commonly known as LEOFF II, shall enroll to receive Long Term Disability Insurance coverage. The City shall pay a maximum of \$30.00 per month per eligible and enrolled employee toward premium costs. The remainder of all premium costs shall be borne by the enrolled employee and

shall be paid to the insurance company through payroll deductions authorized by each enrolled employee. The Guild shall select the LTD plan under which they will be enrolled.

- 14.7 **INSURANCE COMMITTEE:** The Insurance Benefits Committee shall be comprised of the following members: Mayor or designee, Human Resources Manager, or designee, Administrative Services Director or designee, one employee selected by the non-represented management and professional employees, and one individual selected by each of the recognized unions. The Committee shall elect a chair and any other officers it deems appropriate.

ARTICLE 15 CLOTHING AND UNIFORM CLEANING ALLOWANCE

- 15.1 **PURCHASE OF UNIFORMS:** The City shall establish a Clothing Allowance Fund for the Bremerton Police Department. Each employee shall be furnished uniforms as designated by the Chief of Police or designee. Such uniforms shall be replaced on an as-needed basis from the Clothing Allowance Fund, as determined by the Police Chief or designee. All uniforms purchased by the City remain the property of the City
- 15.2 **CLOTHING ALLOWANCE:** Effective January 1, 2016 an annual clothing allowance equal to six hundred twenty-five dollars (\$625) per year will be provided to non-uniformed, sworn personnel. Effective January 1, 2017, the annual clothing allowance will increase to six hundred seventy-five dollars (\$675). Such allowance shall be paid one-half during the months of January and July. In the event an employee is transferred to the Detective Division and is assigned as a Detective, he/she will receive a pro-rata clothing allowance payment. If an employee in this unit separates from employment, a pro-rata amount will be deducted from his final paycheck. The City shall withhold the necessary federal income tax from the clothing allowance as required by the Federal Tax Code as now written or hereafter amended.
- 15.3 **DRY CLEANING FOR UNIFORMED MEMBERS (OPERATIONS DIVISION):** The City will provide dry-cleaning for two (2) uniforms per week for uniformed guild members and have the patrol jacket laundered no more often than once per month in the event that a member's jacket becomes excessively soiled.
- 15.4 **NON-UNIFORMED MEMBERS (SUPPORT SERVICES DIVISION) CLEANING ALLOWANCE:** Effective July 1, 2009 the City will provide non-uniformed members an annual cleaning allowance of five-hundred fifty dollars (\$550.00) payable in the amount of two hundred and seventy-five dollars (\$275.00) during January and July. Should an employee transfer out of Support Services into Operations, they will be eligible for dry cleaning services provided by the City beginning when the next date for payment of cleaning allowance would be due them. The City shall withhold the necessary federal income tax from the cleaning allowance as required by the Federal Tax Code as now written or hereafter amended.
- 15.5 **MOTORCYCLE BOOTS:** The City shall provide the sum of two hundred fifty dollars (\$250.00) to Motorcycle Officers for the purchase of motorcycle boots. After initial issue, replacement moneys will be approved only after the Police Chief or designee authorizes such replacement based on wear/tear of motorcycle boots.
- 15.6 **FOOTWEAR ALLOWANCE.** Effective January 2015, the City will provide employees assigned to Patrol, SOG and SWAT the sum of three hundred dollars (\$300.00) for the purchase of footwear every two years. Payable every odd numbered year beginning 2015 on the pay period ending January 31st.

15.6.1 New employees are not entitled to footwear allowance until they have passed their probationary period. They will receive their first footwear allowance the first odd numbered year after passing probation.

ARTICLE 16 PERSONNEL PRACTICES

- 16.1 **DEFINITIONS:** For the purpose of interpreting the provisions of this Agreement, the following definitions shall apply:
- 16.1.1 **PROBATIONARY EMPLOYEE:** All employees serve a twelve (12) month probationary period commencing upon the initial date of hire for certified officers, and in the case of non-certified personnel, twelve (12) months from the date of graduation from the Police academy. During this time the employee may be discharged at the sole discretion of the City, consistent with applicable Civil Service Rules and Regulations (Section 12-PROBATION) and without recourse to the grievance procedure.
- 16.1.2 **PROMOTIONAL PROBATION;** A twelve (12) month period commencing upon the initial date of a regular promotional appointment during which a promoted employee who is unable to perform the duties of the higher level position shall be returned to his or her previous classification at the time of appointment at the sole discretion of the City, consistent with applicable Civil Service Rules and Regulations (Section 12 – PROBATION) and without recourse to the grievance procedure.
- 16.1.3 **LEOFF II EMPLOYEE:** An employee who qualifies for and is a member of the Washington State Retirement System commonly known as "LEOFF II".
- 16.1.4 **BASE RATE OF PAY:** The base pay rate for an employee as listed in Appendix "A" excluding longevity and any other premium pay.
- 16.2 **INDEMNIFICATION OF EMPLOYEES:** The City shall provide legal defense and will pay all legitimate claims, settlements, judgments, and associated costs for employees and their marital communities named as parties or defendants in claims or lawsuits as a result of acts or omissions made in the good faith performance of the City's business.
- 16.3 **PROVISIONAL APPOINTMENT:** Any employee who is appointed to a position classification by the Chief of Police on a provisional basis shall be paid the established compensation for such position classification.
- 16.4 **DEPARTMENT POLICY MANUAL AND POLICY CHANGES:** The Police Department Policy Manual will be distributed to all bargaining unit employees. The employee will acknowledge receipt of and will become knowledgeable of the Manual's or Policy's contents. All revisions to the Manual or Policy that apply to members of the bargaining unit will be provided to employees for inclusion in the Manual. Further, the Department will inform the Guild of policy revisions prior to enactment.
- 16.5 **POLICE OFFICERS INTERVIEW GUIDELINES:** The Safety of our community and its citizens, plus the integrity and reputation of the Police Department depends to a great extent on the manner in which the members of the department perform their varied and difficult duties. To ensure that internal investigations are conducted in a manner conducive to good order and discipline, and also observe and protect the individual rights of each member of the Department, the following rules are hereby established:

- 16.5.1 The interview of any Department member shall be conducted at a reasonable hour, preferably when the member is on duty and/or during daylight hours, unless the urgency of the investigation dictates otherwise. If such interview occurs during off-duty time of the member being interviewed, the member shall be compensated for his or her off-duty time in accordance with the overtime provisions of this Agreement.
- 16.5.2 The interview shall take place at a location designated by the investigation officer, preferably at the Police Department.
- 16.5.3 Forty-eight hours before any questioning commences, a member of the Police Department shall be advised in writing in the event that person becomes a suspect in an administrative investigation, including the incident which is the subject of the investigation, and the name(s) of all complaining parties. The employee under investigation must, at the time of an interview, be informed of the name of the person in charge of the investigation and the name of the person conducting the interview.
- 16.5.4 The member being interviewed shall be informed of his or her right to and be afforded an opportunity and the necessary facilities to contact a Guild representative prior to commencement of the interview. The member's representative may be present during the interview. Nothing herein shall in any way restrict the rights of the representative with the employee during the process of the interview.
- 16.5.5 The interview shall be conducted in the most expedient manner consistent with the scope and gravity of the subject matter of the interview. The member shall be permitted reasonable periods to attend to personal necessities.
- 16.5.6 The member shall not be subjected to offensive language or intimidation during the process of the interview. No promises or rewards shall be made to the employee as an inducement to answering questions. When the member is being interviewed in a non-criminal matter for violation of departmental rules, regulations or orders, that member shall answer truthfully all questions concerning the investigation posed to him or her by the interviewing officer. When the member refuses to answer such questions, he or she will be informed that his or her refusal to answer may become the subject for disciplinary action.
- 16.5.7 A member shall not be required to take a truth verification test as part of the interview process.
- 16.5.8 Nothing contained in any of the above guidelines shall restrict and/or limit the authority of the Chief of Police or designee in the performance of his or her duties and responsibilities as the Chief Administrator of the Bremerton Police Department.
- 16.5.9 No tape recording will be made of the interview without prior advisement. There will be no off-the-record questions during a recorded interview, unless the parties mutually agree. If the Department tape records the interview, a taped copy of the complete interview of the employee, noting all recess periods, may be furnished, at the cost of the tape, upon request of the employee. If the interviewed employee is subsequently disciplined and any part of any recording is transcribed by the employer, the employee shall be given a complimentary copy thereof. The Guild may be allowed to tape record the interview.

16.5.9 The employee will be required to answer any questions involving non-criminal matters under investigation and will be afforded all rights and privileges to which he is entitled under the laws of the State of Washington or the United States. Prior to any questioning, the employee will be notified in writing and acknowledge receipt of the following:

16.5.9 (A) “You are about to be questioned as part of an official administrative investigation. You will be asked specific questions that will relate directly, specifically and narrowly to the performance of your official duties or fitness as an employee of this agency.

The responses made in this interview cannot be used against you in a criminal proceeding.

You are ordered and required to answer all questions fully, truthfully, and to the best of your ability and knowledge.

If you refuse to answer questions, you will be subject to department charges that include insubordination and will result in disciplinary action up to and including termination.”

16.5.9 (B) If at any time during the interview process the investigation turns potentially criminal the employees who are subject to a criminal investigation shall also be so advised and shall be advised of their Miranda Rights.

16.5.10 When the member being interviewed is in custody, or is likely to be placed in custody as a result of the interview, that person shall be informed of his or her Constitutional Rights prior to commencement of the interview. The member may request a postponement of the initial interview to contact an attorney.

16.5.11 All interviews shall be limited in scope to activities, circumstances, events, conduct or actions which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the Employer from questioning the employee about information which is developed during the course of the interview.

16.5.12 Use of Deadly Force: When an employee uses deadly force pursuant to RCW 9A.16.010 (2), the employee shall not be required to make a written statement for forty-eight (48) hours after the incident. The officer may be required to verbally report a brief summary of the facts of the incident to include information for securing evidence, identifying witnesses, apprehending suspects, securing search warrants (clarification only), or any other exigent circumstances. The affected employee may waive the forty-eight (48) hour requirement.

ARTICLE 17 MANAGEMENT RIGHTS

- 17.1 Any and all rights concerned with the management and operation of the Police Department are exclusively that of the City unless otherwise provided by the terms of this Agreement. The City has the right, among other actions, to adopt rules for the operation of the Department and conduct of the employees, to discipline, suspend or discharge employees for just cause, to assign work and determine duties of employees, to determine number of personnel to be assigned duty at any time, to determine and introduce new work methods or facilities to increase productivity for operation of the Department and to perform all of the functions not otherwise expressly limited by this Agreement; provided, nothing herein shall be construed as a waiver of collective bargaining rights conferred on the parties by RCW 41.56.
- 17.2 The Chief of Police may change Crime Scenes/Evidence Technician and/or Community Resource Officer to civilian positions, provided that the same number of sworn police officer positions are maintained in the Department.

ARTICLE 18 PERFORMANCE OF DUTY/NO STRIKE

- 18.1 The City and the Guild recognize that the public interest requires the efficient and uninterrupted performance of all City services and pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Nothing in this Agreement shall be construed to grant an employee the right to strike or to refuse to perform his or her duties to the best of his or her abilities. During the term of this Agreement, the Guild and/or membership shall not cause, engage in or sanction any work stoppage, strike, walkout, sit-down, stray-in, slowdown, sick-in, curtailment of work, or interference with City operations at any location whatsoever; provided, that nothing herein shall be interpreted as to prohibit lawful information picketing. Employees who engage in any of the foregoing or similar activities shall be subject to immediate disciplinary action up to and including discharge. The City shall not institute any lockout of employees during the term of this Agreement.

ARTICLE 19 GRIEVANCE PROCEDURE

19.1. DEFINITIONS:

- 19.1.1 **GRIEVANCE:** A grievance is an allegation of a violation of the terms and conditions of this Agreement which is to be resolved through this Grievance Procedure.
- 19.1.2 **CIVIL SERVICE APPEAL (Section 5-APPEALS):** An appeal is an allegation of a violation of the Civil Service Rules that is to be resolved through the Civil Service Appeals procedure and is not resolvable through this Grievance Procedure.
- 19.1.3 **UNFAIR LABOR PRACTICE:** An Unfair Labor Practice charge is an allegation of a violation of the Washington State statutes governing public employment labor relations which is to be resolved through the Public Employment Relations Commission's rules and regulations and is not resolvable through this Grievance Procedure.
- 19.2 **STEP 1:** An employee who believes that the terms and conditions of this Agreement have been violated shall first discuss the matter with the person who took the action giving rise to the belief with his or her immediate supervisor within fourteen (14) calendar days of the date the action took place or within fourteen (14) days of the date upon which the employee, by due diligence,

could reasonably have been expected to know of such action. The person who took the action shall provide the employee with a written response within fourteen (14) calendar days of the date upon which the grievance was discussed with the employee.

- 19.3 **STEP 2:** In the event that the person who took the action does not resolve the issue to the satisfaction of the employee at Step 1 of this procedure, the employee shall reduce the matter to writing and shall:
- 19.3.1 State whether the employee is selecting a Civil Service Appeal or the Grievance Procedure herein as the dispute resolution method to be used to resolve the issue.
 - 19.3.2 In the event the employee selects the Civil Service Appeal method, the employee shall comply with the Civil Service Rules in processing the matter.
 - 19.3.3 In the event the employee selects the Grievance Procedure method, the employee shall reduce the matter to a written grievance and shall state: the section (or sections) of this Agreement which is/are alleged to have been violated; an explanation of the grievance in detail, including dates, actions and such other information necessary to a full investigation of the facts and circumstances giving rise to the grievance; and the remedy sought.
 - 19.3.4 The employee shall have the right to be assisted by an authorized Guild representative in reducing his or her grievance to writing. The employee shall present the written grievance to the immediate superior of the person who responded to Step 1 above within fourteen (14) calendar days of the date the employee received a written response at Step 1 of this procedure. In the event the Police Chief responded at Step 1 above, the employee shall proceed to Step 4 of this Grievance Procedure. The immediate superior may meet with the employee and the employee's Guild Representative within fourteen (14) calendar days after receipt of the written grievance for the purpose of considering the matter. The immediate superior shall reduce his or her decision to writing and shall transmit the decision to the employee with a copy to the Guild representative within fourteen (14) calendar days of receiving the written grievance or of meeting with the employee and the Guild Representative.
- 19.4 **STEP 3:** In the event that the immediate superior does not resolve the grievance to the satisfaction of the employee at Step 2 of this procedure, the employee shall transmit a copy of the original grievance along with a copy of the written response received at Step 2 to the Police Chief within fourteen (14) calendar days of receipt of the immediate superior's written response. The Police Chief may convene a meeting with the Guild representative in an attempt to resolve the grievance. The Police Chief shall reduce his or her decision to writing within fourteen (14) calendar days of the Chief's personal receipt of the grievance or, if a meeting was held, within fourteen (14) calendar days after meeting with the Guild Representative and transmit the decision to the Guild.
- 19.5 **STEP 4:** In the event that the Police Chief does not resolve the grievance at Step 3 of this procedure, the Guild may request arbitration of the issue by written notification to the Human Resources Manager within thirty (30) calendar days of receipt of the Police Chief's decision. In the event the Guild does not request arbitration of the issue within the thirty (30) calendar day period, the grievance shall be deemed withdrawn. Prior to the selection of an arbitrator and submission of the grievance for hearing by said arbitrator, the Human Resources Manager shall informally review the grievance and determine whether said grievance may be adjusted to the

satisfaction of the employee. The Human Resources Manager shall have fourteen (14) calendar days in which to review and seek adjustment of the grievance.

- 19.6 **SELECTION OF ARBITRATOR:** A neutral arbitrator shall be selected by mutual agreement or through a mutually agreeable process. In the event the parties cannot agree, either party may petition the Public Employment Relations Commission for a panel of arbitrators.
- 19.7 **POWERS AND DUTIES OF THE ARBITRATOR:** It shall be the duty of the arbitrator to conduct a hearing on the issue or issues submitted by the parties for decision. The hearing shall be kept informal and private. The arbitrator shall interpret the provisions of this Agreement as they apply to the issue or issues submitted for decision and shall not add to, subtract from, nor in any way otherwise alter or recommend the alteration of the terms and conditions of the Agreement in deciding the matter. Within thirty (30) days of the close of the hearing or submission of briefs, whichever occurs later, the arbitrator shall render a written decision, which shall be binding upon the parties. The arbitrator shall conduct the arbitration hearing in conformance with the Voluntary Rules for Labor Arbitration of the American Arbitration Association.
- 19.8 **COSTS OF ARBITRATION:** The expenses of the neutral arbitrator shall be borne equally by the parties. Each party shall singly bear all costs related to preparing and presenting its own case before the arbitrator, including costs of witnesses. The party desiring a record of the proceedings shall bear the cost of obtaining such record.
- 19.9 **TIME LIMITS:** Time limits established in this procedure shall be strictly adhered to but may be waived by mutual agreement of the Guild and the City. All procedures contained herein shall be complied with as expeditiously as practicable.

ARTICLE 20 SEVERABILITY

- 20.1 In the event that any provision of this Agreement is held invalid by any tribunal of competent jurisdiction, the remaining provisions of this Agreement shall not be held invalid and shall remain in full force and effect. The Guild and the City shall immediately meet and attempt to renegotiate any provision found invalid.

ARTICLE 21 ENTIRE AGREEMENT

- 21.1 The Guild and the City 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 this Agreement. Therefore, the City and the Guild 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 covered by the Articles of this Agreement during the term of this Agreement, except as mutually agreed upon. The Employer shall not unilaterally change any mandatory subject of bargaining without providing the union with prior notice and the opportunity to bargain.

ARTICLE 22 CONFLICTING PROVISIONS

- 22.1 In the event that any provision of this Agreement is found to be in conflict with any other Resolution, Ordinance, Policy, Regulation or Rule of the City, the provision of this Agreement shall prevail.

ARTICLE 23 LABOR MANAGEMENT COMMITTEE

- 23.1 **LABOR MANAGEMENT:** The Employer and the Guild agree that a need exists for closer cooperation between labor and management. To accomplish this objective, the Employer and the Guild agree that no more than four (4) duly authorized representatives of the Guild shall function as one-half (½) of a Labor-Management Committee, the other half being no more than four (4) certain representatives of the Employer named for that purpose. The committee shall meet as needed for the purpose of discussing and facilitating the resolution of all problems, which may arise between the parties. The committee shall be chaired by a member elected by the committee.
- 23.2 Should the Guild and Employer mutually agree to change, add, or delete any provision of this Agreement, policies, rules or other matters, such change shall be set forth in writing.

ARTICLE 24 PREMIUM PAY

- 24.1 **K-9 STIPEND:** Effective upon assignment, a K-9 Officer shall receive as compensation for the care and maintenance of his/her dog and equipment, a K-9 stipend of three (3) hours per week at 48% of a Step 5 Police Officer overtime rate.
- 24.2 **FIELD TRAINING OFFICER PREMIUM.** Field Training Officers shall receive a premium equal to three percent (3%) of their base monthly rate of pay for time spent performing the duties of field training officer. This premium may not be pyramided for those officers receiving the MPO premium. Corporals are not eligible for the FTO premium.
- 24.3 **SCHOOL RESOURCE OFFICER (SRO).** Effective January 1, 2018 School Resource Officers shall receive a premium equal to three percent (3%) of their base monthly rate of pay while performing the duties of the SRO. Corporals are not eligible for SRO premium. This premium shall not be pyramided with any other premium pay.
- 24.4 **BILINGUAL PREMIUM:** Employees who demonstrate, to the satisfaction of the Department the ability to communicate in Spanish, Mam, or American Sign Language shall receive a premium equal to three percent (3%) of their base monthly rate of pay.

ARTICLE 25 RETIREMENT BENEFITS/DEFERRED COMPENSATION

- 25.1 **DEFERRED COMPENSATION:** The City shall match the payroll deduction of any written request by an employee covered by this Agreement, in an amount not to exceed five percent (5%) effective January 1, 2016 and effective January 1, 2017 an amount not to exceed five and one half percent (5.5%) of the employees base monthly pay rate. This shall not apply to LEOFF II employees who have completed 15 or more years with the City.
- 25.2 **LEOFF II EMPLOYEES WHO HAVE COMPLETED FIFTEEN (15) OR MORE YEARS WITH THE CITY –** LEOFF II employees shall be required to contribute five and one half (5.5%) percent in 2017 into Deferred Compensation. This does not preclude a LEOFF II employee from deferring more than the required contribution.

- 25.3 **SWORN OFFICERS WHO HAVE NOT COMPLETED FIFTEEN (15) OR MORE YEARS WITH THE CITY, BUT WHO ARE ELIGIBLE FOR RETIREMENT WITHIN FIVE (5) YEARS** - These employees will be eligible to receive five and one half percent (5.5%) City contribution to deferred compensation with no requirement to match, as long as they are not receiving longevity pay for 16 or more years of service (see Article 5.2). Employees are responsible for notifying Human Resources when they become eligible.
- 25.4 **EMPLOYEES WHO ARE NOT ELIGIBLE FOR ENROLLMENT IN THE LEOFF RETIREMENT SYSTEM:** Employees who are not eligible to enroll in the LEOFF Retirement System shall receive a City deferred compensation contribution equal to the City's contribution to the LEOFF Retirement System.
- 25.3 **LIFE INSURANCE:** The City shall provide life insurance coverage in an amount equal to two hundred thousand (\$200,000) with a mutually agreed upon carrier.
- 25.4 **RETIREMENT MEDICAL SAVINGS ACCOUNTS:** The City shall contribute one hundred dollars (\$100.00) per month on behalf of each employee to a Health Reimbursement Arrangement (HRA) through Voluntary Employee Benefits Association (VEBA) trust. In the event it is determined that the \$100.00 contribution will cause the City to pay Cadillac taxes, both parties agree that this article will be opened for negotiations. The parties will negotiate a reduction in the amount that is contributed to the HRA and a way to compensate employees for the amount of the reduction. The employees shall continue to contribute \$30.00 per month to their HRA/VEBA account.

ARTICLE 26 EDUCATIONAL INCENTIVE

- 26.1 Employees shall be eligible to receive Educational Incentive pay according to the following:
- | | |
|--|-------------------|
| Associate's degree or equivalent (90 quarter or 60 semester hours) | Two percent (2%) |
| Bachelor's Degree | Four percent (4%) |
- 26.2 Degrees and credit hours earned shall be documented through official transcripts from accredited colleges or universities. It shall be understood that for the 90 quarter or 60 semester hours to be accepted, they must be courses required in the pursuit of an Associates or Bachelors degree from an accredited college or university.
- 26.3 Educational Incentive pay shall not be cumulative and it shall be the responsibility of the employee requesting educational incentive pay to provide the City with certified transcripts of his/her hours earned and/or degree(s) awarded. Educational Incentive shall be paid to the employee beginning the next pay period following receipt of the documentation, and shall not be retroactive.
- 26.4 Officers on probationary status shall not be eligible for educational incentive pay.

ARTICLE 27 TERM

- 27.1 This Agreement shall become effective January 1, 2018, and shall remain in effect through December 31, 2020, and may be extended thereafter by mutual agreement. It is further agreed that the City or the Guild may request reopening of this Agreement any time within six (6)

months of the expiration for the purpose of negotiating changes to be effective following the expiration of this Agreement with such notice to be in writing to the other party.

This Agreement is hereby submitted to the Bremerton City Council for approval. Upon the approval of the Council, this Agreement shall become binding upon the City, the Guild and all of the employees in the bargaining unit covered by this Agreement.

APPROVED by the Bremerton City Council on the 20th day of December 2017.

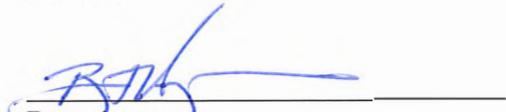
SIGNED THIS 21st DAY OF December, 2017

CITY OF BREMERTON:

BREMERTON POLICE OFFICERS
GUILD:



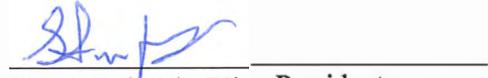
Charlotte Nelson
Human Resources Manager



Beau Ayers,
President



Steven Strachan, Police Chief



Steven Polonsky, Vice President



Honorable Patty Lent, Mayor



Member Board of Directors

ATTEST:



Shannon Corin, City Clerk



Member Board of Directors



Member Board of Director

APPROVED AS TO FORM:



Roger Lubovich, City Attorney

APPENDIX A

TO THE AGREEMENT BY AND BETWEEN THE CITY OF BREMERTON AND THE BREMERTON POLICE OFFICERS GUILD
 Effective January 1, 2018 to December 31, 2018
 BPOG Pay Plan with 3.00% CPI Adjustment for 2018

Effective January 1, 2018, the base rates of pay for employees shall be as follows:

Annual salary based on 2088 hours per year for 2018.

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Corporal/MPO</u>
Police Officer	Annual	69,927.12	72,558.00	75,898.80	79,281.36	86,150.88	90,493.92
	Monthly	5,827.26	6,046.50	6,324.90	6,606.78	7,179.24	7,541.16
	Semi-Monthly	2,913.63	3,023.25	3,162.45	3,303.39	3,589.62	3,770.58
	Hourly	33.49	34.75	36.35	37.97	41.26	43.34
+Longevity	Base +1.25% Hourly	33.91	35.18	36.80	38.44	41.78	43.88
	Base +1.25% Semi-Monthly	2,950.17	3,060.66	3,201.60	3,344.28	3,634.86	3,817.56
	Base +2.50% Hourly	34.33	35.62	37.26	38.92	42.29	44.42
	Base +2.50% Semi-Monthly	2,986.71	3,098.94	3,241.62	3,386.04	3,679.23	3,864.54
	Base +9.25% Hourly	36.59	37.96	39.71	41.48	45.08	47.35
	Base + 9.25% Semi-Monthly	3,183.33	3,302.52	3,454.77	3,608.76	3,921.96	4,119.45
	Base +10.50% Hourly	37.01	38.40	40.17	41.96	45.59	47.89
	Base +10.50% Semi-Monthly	3,219.87	3,340.80	3,494.79	3,650.52	3,966.33	4,166.43
	Base +12.00% Hourly	37.51	38.92	40.71	42.53	46.21	48.54
	Base +12.00% Semi-Monthly	3,263.37	3,386.04	3,541.77	3,700.11	4,020.27	4,222.98
Deferred Comp. 5.50%		160.25	166.28	173.93	181.69	197.43	207.38

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u> (OIC)	<u>Step 4</u>	<u>Step 5</u>
Sergeant	Annual	96,549.12	98,658.00	100,725.12	102,938.40	105,005.52
	Monthly	8,045.76	8,221.50	8,393.76	8,578.20	8,750.46
	Semi-Monthly	4,022.88	4,110.75	4,196.88	4,289.10	4,375.23
	Hourly	46.24	47.25	48.24	49.30	50.29
+Longevity	Base +1.25% Hourly	46.82	47.84	48.84	49.92	50.92
	Base +1.25% Semi-Monthly	4,073.34	4,162.08	4,249.08	4,343.04	4,430.04
	Base +2.50% Hourly	47.40	48.43	49.45	50.53	51.55
	Base +2.50% Semi-Monthly	4,123.80	4,213.41	4,302.15	4,396.11	4,484.85
	Base +9.25% Hourly	50.52	51.62	52.70	53.86	54.94
	Base + 9.25% Semi-Monthly	4,395.24	4,490.94	4,584.90	4,685.82	4,779.78
	Base +10.5% Hourly	51.10	52.21	53.31	54.48	55.57
	Base +10.5% Semi-Monthly	4,445.70	4,542.27	4,637.97	4,739.76	4,834.59
	Base +12.00% Hourly	51.79	52.92	54.03	55.22	56.32
	Base +12.00% Semi-Monthly	4,505.73	4,604.04	4,700.61	4,804.14	4,899.84
Deferred Comp. 5.50%		221.26	226.09	230.83	235.90	240.64

SERGEANT CLASSIFICATION - Any employee who is promoted to the classification of Sergeant shall be placed at Step 3 of the Sergeant classification, provided, however, an employee hired as a Sergeant through a lateral transfer, having not served as a police officer with the City of Bremerton, may be placed into Step 1 of the Sergeant classification.

APPENDIX A

TO THE AGREEMENT BY AND BETWEEN THE CITY OF BREMERTON AND THE BREMERTON POLICE OFFICERS GUILD
 Effective January 1, 2019 to December 31, 2019
 BPOG Pay Plan with 2.5% CPI Adjustment for 2019

Effective January 1, 2019, the base rates of pay for employees shall be as follows:

Annual salary based on 2088 hours per year for 2019.

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Corporal/MPO</u>
Police Officer	Annual	71,681.04	74,374.56	77,798.88	81,264.96	88,301.52	92,748.96
	Monthly	5,973.42	6,197.88	6,483.24	6,772.08	7,358.46	7,729.08
	Semi-Monthly	2,986.71	3,098.94	3,241.62	3,386.04	3,679.23	3,864.54
	Hourly	34.33	35.62	37.26	38.92	42.29	44.42
+Longevity	Base +1.25% Hourly	34.76	36.07	37.73	39.41	42.82	44.98
	Base +1.25% Semi-Monthly	3,024.12	3,138.09	3,282.51	3,428.67	3,725.34	3,913.26
	Base +2.50% Hourly	35.19	36.51	38.19	39.89	43.35	45.53
	Base +2.50% Semi-Monthly	3,061.53	3,176.37	3,322.53	3,470.43	3,771.45	3,961.11
	Base +9.25% Hourly	37.51	38.91	40.71	42.52	46.20	48.53
	Base + 9.25% Semi-Monthly	3,263.37	3,385.17	3,541.77	3,699.24	4,019.40	4,222.11
	Base +10.50% Hourly	37.93	39.36	41.17	43.01	46.73	49.08
	Base +10.50% Semi-Monthly	3,299.91	3,424.32	3,581.79	3,741.87	4,065.51	4,269.96
	Base +12.00% Hourly	38.45	39.89	41.73	43.59	47.36	49.75
	Base +12.00% Semi-Monthly	3,345.15	3,470.43	3,630.51	3,792.33	4,120.32	4,328.25
Deferred Comp. 5.50%		164.27	170.44	178.29	186.23	202.36	212.55

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u> (OIC)	<u>Step 4</u>	<u>Step 5</u>
Sergeant	Annual	98,971.20	101,142.72	103,272.48	105,527.52	107,657.28
	Monthly	8,247.60	8,428.56	8,606.04	8,793.96	8,971.44
	Semi-Monthly	4,123.80	4,214.28	4,303.02	4,396.98	4,485.72
	Hourly	47.40	48.44	49.46	50.54	51.56
+Longevity	Base +1.25% Hourly	47.99	49.05	50.08	51.17	52.20
	Base +1.25% Semi-Monthly	4,175.13	4,267.35	4,356.96	4,451.79	4,541.40
	Base +2.50% Hourly	48.59	49.65	50.70	51.80	52.85
	Base +2.50% Semi-Monthly	4,227.33	4,319.55	4,410.90	4,506.60	4,597.95
	Base +9.25% Hourly	51.78	52.92	54.04	55.21	56.33
	Base + 9.25% Semi-Monthly	4,504.86	4,604.04	4,701.48	4,803.27	4,900.71
	Base +10.5% Hourly	52.38	53.53	54.65	55.85	56.97
	Base +10.5% Semi-Monthly	4,557.06	4,657.11	4,754.55	4,858.95	4,956.39
	Base +12.00% Hourly	53.09	54.25	55.40	56.60	57.75
	Base +12.00% Semi-Monthly	4,618.83	4,719.75	4,819.80	4,924.20	5,024.25
Deferred Comp. 5.50%		226.81	231.79	236.67	241.83	246.71

SERGEANT CLASSIFICATION - Any employee who is promoted to the classification of Sergeant shall be placed at Step 3 of the Sergeant classification, provided, however, an employee hired as a Sergeant through a lateral transfer, having not served as a police officer with the City of Bremerton, may be placed into Step 1 of the Sergeant classification.

APPENDIX A

TO THE AGREEMENT BY AND BETWEEN THE CITY OF BREMERTON AND THE BREMERTON POLICE OFFICERS GUILD
 Effective January 1, 2020 to December 31, 2020
 BPOG Pay Plan with 2.5% CPI Adjustment for 2020

Effective January 1, 2020, the base rates of pay for employees shall be as follows:

Annual salary based on 2096 hours per year for 2020.

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Corporal/MPO</u>
Police Officer	Annual	73,758.24	76,524.96	80,046.24	83,609.44	90,861.60	95,430.88
	Monthly	6,146.52	6,377.08	6,670.52	6,967.45	7,571.80	7,952.57
	Semi-Monthly	3,073.26	3,188.54	3,335.26	3,483.73	3,785.90	3,976.29
	Hourly	35.19	36.51	38.19	39.89	43.35	45.53
+Longevity	Base +1.25% Hourly	35.63	36.97	38.67	40.39	43.89	46.10
	Base +1.25% Semi-Monthly	3,111.69	3,228.71	3,377.18	3,527.39	3,833.06	4,026.07
	Base +2.50% Hourly	36.07	37.42	39.14	40.89	44.43	46.67
	Base +2.50% Semi-Monthly	3,150.11	3,268.01	3,418.23	3,571.06	3,880.22	4,075.85
	Base +9.25% Hourly	38.45	39.89	41.72	43.58	47.36	49.74
	Base + 9.25% Semi-Monthly	3,357.97	3,483.73	3,643.55	3,805.99	4,136.11	4,343.96
	Base +10.50% Hourly	38.88	40.34	42.20	44.08	47.90	50.31
	Base +10.50% Semi-Monthly	3,395.52	3,523.03	3,685.47	3,849.65	4,183.27	4,393.74
	Base +12.00% Hourly	39.41	40.89	42.77	44.68	48.55	50.99
	Base +12.00% Semi-Monthly	3,441.81	3,571.06	3,735.25	3,902.05	4,240.03	4,453.13
Deferred Comp. 5.50%		169.03	175.37	183.44	191.61	208.22	218.70

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Sergeant	Annual	101,823.68	104,045.44	106,225.28	108,551.84	110,731.68
	Monthly	8,485.31	8,670.45	8,852.11	9,045.99	9,227.64
	Semi-Monthly	4,242.66	4,335.23	4,426.06	4,523.00	4,613.82
	Hourly	48.58	49.64	50.68	51.79	52.83
+Longevity	Base +1.25% Hourly	49.19	50.26	51.31	52.44	53.49
	Base +1.25% Semi-Monthly	4,295.93	4,389.37	4,481.07	4,579.76	4,671.46
	Base +2.50% Hourly	49.79	50.88	51.95	53.08	54.15
	Base +2.50% Semi-Monthly	4,348.33	4,443.52	4,536.97	4,635.65	4,729.10
	Base +9.25% Hourly	53.07	54.23	55.37	56.58	57.72
	Base + 9.25% Semi-Monthly	4,634.78	4,736.09	4,835.65	4,941.32	5,040.88
	Base +10.5% Hourly	53.68	54.85	56.00	57.23	58.38
	Base +10.5% Semi-Monthly	4,688.05	4,790.23	4,890.67	4,998.09	5,098.52
	Base +12.00% Hourly	54.41	55.60	56.76	58.00	59.17
	Base +12.00% Semi-Monthly	4,751.81	4,855.73	4,957.04	5,065.33	5,167.51
Deferred Comp. 5.50%		233.35	238.44	243.43	248.77	253.76

SERGEANT CLASSIFICATION - Any employee who is promoted to the classification of Sergeant shall be placed at Step 3 of the Sergeant classification, provided, however, an employee hired as a Sergeant through a lateral transfer, having not served as a police officer with the City of Bremerton, may be placed into Step 1 of the Sergeant classification.