

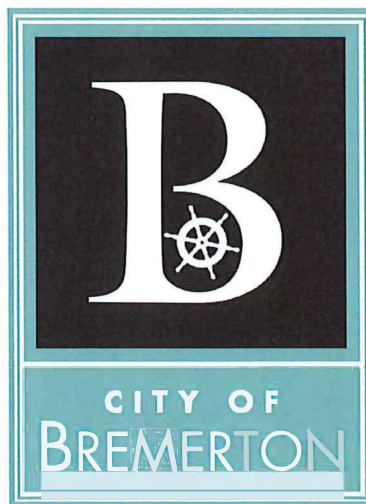
COLLECTIVE BARGAINING AGREEMENT

By and Between

THE CITY OF BREMERTON

and

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



January 1, 2024 through December 31, 2026

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THE
CITY OF BREMERTON
AND
BREMERTON POLICE OFFICERS GUILD

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

JANUARY 1, 2024 THROUGH DECEMBER 31, 2026

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" or "Employer", 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 they have 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 make such deductions in accordance with RCW 41.56.110. The City will transmit the total amount of deductions to the Guild. An employee's request to revoke payroll deductions must be in writing and submitted to the Guild. After the City receives confirmation from the Guild that the employee has revoked authorization, the City shall end the deduction no later than the second payroll after receipt of the confirmation. If the City submits dues to the Guild on behalf of an employee who is in an unpaid status, the employee shall reimburse the City immediately upon return from unpaid leave or from their final paycheck if they do not return from leave.
- 3.2 **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 **COMPUTERS AND E-MAIL SYSTEM:** 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 **TELEPHONES AND CELL PHONES:** The Bremerton Police Department shall permit the reasonable and lawful use of telephones and cell phones by the Guild for communication purposes related 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:
- Effective January 1, 2024, Appendix A reflects a 4.6% cost of living adjustment wage increase plus a market adjustment of eight point four (8.4%) for a total of thirteen percent (13%).
 - Effective January 1, 2025, Appendix A reflects a wage increase in an amount equal to four percent (4%).
 - Effective January 1, 2026, Appendix A reflects a wage increase in an amount equal to three point five percent (3.5%).

In the event of a retroactive general wage increase, employees who retired or promoted out of the Guild in good standing during the term of the Agreement are eligible to receive the retroactive increase.

- Step percentages are calculated after the annual wage adjustment is applied. Wage adjustments will be calculated out to three (3) decimal places. Longevity pay is calculated from the employee's base hourly rate of pay. 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 and Corporals, 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 to 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 their 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 their pay rate set at a higher step based upon relevant years and type of prior paid work experience.
- D. 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.

5.2 **LONGEVITY PAY:** Longevity pay, which is a premium based on the length of completed continuous service with the City, shall be calculated on the individual employee's hourly rate of pay and shall be paid as follows:

LEOFF II:	<u>Length of Continuous Service</u>	<u>Premium Per Hour</u>
	0 through 5 years continuous employment	0%
	Commencing 6 through 10 years continuous employment	1.25%
	Commencing 11 through 15 years continuous employment	2.5%
	Commencing 16 through 20 years continuous employment	9.25%
	Commencing 21 through 25 years continuous employment	10.50%
	Commencing 26 years and over continuous employment	12.00%

5.3 **ON CALL PAY:** When the Employer places an employee on "on-call status," the employee shall be compensated at a rate of one-third (1/3) the employee's regular hourly rate of pay for time spent on call. The following time spent on call is compensable: When an employee is required to

remain at any particular place during the on-call time, and the employee must be prepared to respond. This provision shall not apply to employees who normally carry cell phones or other electronic communication devices, and such employees' time off shall not be restricted.

- 5.4 **OFFICER IN CHARGE:** When a patrol officer is assigned substantially the full duties of Sergeant, the officer will be paid at a rate as if promoted to Sergeant for time worked during the duration of the assignment. When a Corporal is assigned the function of the primary supervisor of a unit or shift during an extended leave of absence of the Sergeant (more than 10 consecutive working days), the Corporal will be paid at the Sergeant's rate as if they were promoted to Sergeant for time worked during the full period of the absence (retro to the start of assignment).

ARTICLE 6 HOURS OF WORK

- 6.1 Scheduled days off will be assigned as currently practiced. Other shifts may be worked, provided they do not exceed the employees normally scheduled hours and are mutually agreed to by the Employer and employee. Individuals that apply for other operational units of work such as the Directed Enforcement Team, Traffic Unit, K-9 Unit, School Resource, special grant assignments, agree up front when selected for the assignment to mutually agree to adjust hours as outlined in the General Information Bulletin (G.I.B.). The Department shall provide at least 7 days advance notice of the need to adjust schedules for these special units. The Department shall work on resolutions with the employee when a change in the work week creates personal issues and shall seek volunteers from within that work unit first before requiring such officers to change their schedule.

6.2 **DEFINITIONS:**

- 6.2.1 **Team:** (referring to "Blue" or "Gold") Three Sergeants and Officers / Corporals reporting to those three Sergeants.
- 6.2.2 **Squad:** One Sergeant and the Officers and Corporal reporting to that Sergeant.
- 6.2.3 **Shift:** One work period (Day-shift, Swing-shift, or Graveyard) comprised of 10 hours and 40 minutes.
- 6.2.4 **Long Term:** Any time frame more than 30 consecutive days.
- 6.2.5 **Temporary – Any time frame of 30 days or less.**
- 6.2.6 **BPOG:** Bremerton Police Officers Guild.
- 6.2.7 **7/28 days:** Trade days; 1:1 day-for- day, or hour-for-hour ratio flexed within each 28 day 7K work period by the same employee.
- 6.2.8 **Overtime:** is all required and authorized work performed in excess of an employee's normal work schedule.
- 6.2.9 **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).

- 6.2.10 **Specialty Unit:** General Investigations Unit (GIU), K9, Traffic, School Resource Officer (SRO), and the Directed Enforcement Team (D.E.T.).
- 6.2.11 **Specialty Unit Member (SUM):** A member of one of the following units of work: General Investigations Unit (GIU), K9, Traffic, and the Directed Enforcement Team (D.E.T.).
- 6.3 Shift assignments within the Patrol Unit shall be bid by seniority each calendar year (as currently practiced), with no more than thirty-three percent (33%) of the positions exempt from the bidding process and assigned as is provided below. For the purposes of this section, seniority shall be defined as all paid regular time worked as a commissioned officer with the City of Bremerton Police Department. Special events and emphasis patrol for the Traffic Unit shall be excluded from Article 6.
- 6.3.1 Exempt (Junior 33%) positions may be assigned at the sole discretion of the Chief of Police, provided that no officer past their one-year probationary period may be reassigned to another shift more often than once every six months.
- 6.3.2 Notwithstanding 6.3 and 6.3.1, 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.
- 6.3.3 Sergeants and Corporals shall be allowed to bid for shifts based on time since promotion to their position respective rank, provided Section 6.3.1 and 6.3.2 above shall not apply to Sergeants or Corporals, and provided further, the Chief of Police may assign a Sergeant or Corporal to a particular shift without regard to seniority when such assignment is reasonably necessary to the efficient provision of police services.
- 6.3.4 The Support Services Division is comprised of General Investigations and other specialty non-patrol units of work. Employees of this Division are scheduled to work ten (10) daily hours or as mutually agreed.
- 6.3.5 Employees who are on light duty or authorized leave for an extended period of time during shift bid will not be included in the bidding process.
- 6.4 **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 if the Department's service or training needs require specific employees to be on duty during their assigned shifts. Shift exchanges do not result in overtime.
- 6.5 **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 that results in the employee receiving at least eight (8) hours of rest between work shifts. If 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.

6.6 **ASSIGNMENT TRANSFER REVIEW REQUEST:** Assignment transfers (those not covered by Section 6.3 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 their reason for the assignment transfer before 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 their 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.

6.7 TRAINING:

6.7.1 Definitions:

Standard shift: The employee's regularly scheduled days and hours of work.

Full day training/Administrative Functions: The employee's standard shift hours (10h 40m, 10h, 8h) will be utilized to cover travel time and training/administrative function time. Any training day or day of administrative function(s), which will be no more than the employee's standard shift hours, but no less than 8 hours, will be counted as an entire workday.

Partial Day training: Training time which is less than a full standard shift.

Required Training: Training that is defined by the Bremerton Police Department's Policy and Procedures for Accreditation purposes. (Refer to BPD LEXIPOL Manual).

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.

Mandatory Training: Those training days set aside each overlapping Friday of every January through March and September of each calendar year. Mandatory training may be conducted on Wednesdays for GIU, DET, and Traffic at the discretion of the training Lieutenant or above.

6.7.2 If **Required Training** must 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) 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.

6.7.3 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 or take the appropriate amount of leave. 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.

- 6.7.4 Training will be scheduled during the employee's normal workday and hours whenever possible.
- 6.7.5 If **Non-Required Training** is to occur in whole or in part during a day/time that is **not** the employee's standard shift, Shift adjustment or 7/28 days are allowable (as long as staffing levels allow) by mutual agreement to attend said training.
- 6.7.6 **Mandatory Training:** Vacation and comp time will **not** be authorized during periods of Mandatory Training for the squad scheduled to train, except by advanced special authorization on a case-by-case basis, authorized by the Training Lieutenant or above.
 - 6.7.6.1 By mutual agreement, officers may adjust their shift to conduct Mandatory 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.
 - 6.7.6.2 Periods of Mandatory Training are established as each overlapping Friday for the months of January **through** March and September 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 day for each month.
 - 6.7.6.3 Employees who are unable to attend any one of the four Mandatory Training days will be required to make-up those day(s). The employee shall be responsible for coordinating those make-up days with the Training Lieutenant, or their designee. Management will attempt to schedule make-up training dates during the employee's regularly scheduled shift hours. If that cannot be accommodated, the employee shall be given at least 14 calendar days' notice of their schedule change. This will be completed by way of 7/28 time or a shift adjust.

6.8 THE PATROL SCHEDULE:

- 6.8.1 Patrol Officers and Supervisors 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.
- 6.8.2 **MEAL AND REST PERIODS.** The parties agree to the following meal and rest periods, which supersede WAC 296-126-092 in accordance with RCW 49.12.187. Employees will take one thirty (30) minute paid meal period for each workday that is at least five (5) hours in duration. Meal periods will be taken at times authorized by a supervisor. Employees will take intermittent paid rest periods equivalent to fifteen (15) minutes for each four (4) hours worked. Meal and rest periods are subject to interruption due to the nature of the work and are not accrued or cashed out if missed.
- 6.8.3 Management has the right to establish shift staffing levels, including the decision to backfill a shift with overtime or shift adjusted officers.

6.9 SHIFT START AND ENDING TIMES: The following hours apply to Patrol Officers and Supervisors:

Day-shift	0620-1700 hours
Swing-shift	1600-0240 hours
Graveyard	2000-0640 hours

6.10 **PATROL SHIFT BIDDING:** Shift assignments within Patrol shall be bid by seniority at least twice annually with both shift and vacation bidding to be completed by April 30th and October 31st. (within classification, first Sergeants, then Corporals, then Police Officers) provided that no more than thirty-three percent (33%) of the positions within Patrol shall be exempt (junior 33%) from the bidding process and assigned as is provided below. For the purposes of this section, seniority shall be defined as all paid regular time as a commissioned officer with the City of Bremerton Police Department.

6.10.1 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 balanced through the use of 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.

6.10.2 Sergeants bid first by seniority (date of promotion); Corporals will bid next by seniority (date of promotion); and then Officers will bid by seniority (most recent date of hire).

6.10.3 The January and July changeovers will occur on a day in the middle of the nearest patrol work week. The changeover date will be agreed upon by the Operations Captain and a BPOG Board member.

6.11 **SHIFT BIDS FOR SPECIALTY UNIT TRANSFERS: – (“Specialty Units” and “Specialty Unit Members” are defined in sections 6.2.10 and 6.2.11)**

6.11.1 When a Specialty Unit Member rotates out of a specialty assignment to patrol, for whatever reason, they will move to whichever color or shift that has an opening as determined by the command staff. If the command staff identifies multiple openings, the SUM will choose where they want to go.

6.11.2 If movement of an SUM back to patrol creates a need to move an officer from a higher staffed shift to a shift with a need for staffing, volunteers will be sought. If no one volunteers, the lowest seniority officer will be moved as per Section 6.3.1.

6.11.3 If SUM member is designated to rotate back to patrol and into a new opening that was desired by a more senior Officer/CPL/SGT at the time of the previous shift bid, that senior Officer/CPL/SGT may occupy that opening and bump the SUM to the senior Officers/CPL’s/SGT’s now vacant spot.

6.11.3.1 The senior Officer/CPL/SGT must make their desire to fill that opening known within two weeks before the SUM is scheduled to transfer back to Patrol. If two weeks’ notice is not possible, the Command Staff will make a decision based on what is least intrusive to the SUM.

6.11.3.2 The SUM can only be bumped by senior Officer/CPL/SGT one time. A voluntary swap can still occur with approval of the transferring SUM and command staff.

6.11.4 If SUM is rotated back into patrol or designated to rotate back at a future date, and it is during the shift bid process or before the completion of the Vacation Bid process (April 30 and October 31), they can bid where they would have per their rank and seniority. This may cause a rebid to occur for members with lower in seniority than the SUM.

6.11.4.1 If Vacation Bid process has completed, SUM will adhere to 6.11.1.

6.11.5 The Command Staff will attempt to make selections and/or decisions regarding the movement of SUMs in an effort to avoid disruption of shift bidding processes.

6.12 COVERING LONG TERM PATROL OFFICER SHORTAGES:

6.12.1 Volunteers will be sought to fill shortages. 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 6.3 of the current BPOG contract.

6.12.2 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.

6.12.3 The Chief of Police has the sole discretion in assigning these positions when filling long-term vacancies following the guidelines outlined in sections 6.3.3 and 6.8.3 of the BPOG contract. If no specialty position officer/detective/supervisor volunteers to fill the position, specialty officers/detectives/supervisors may be ordered to move to the affected squad(s). Which specialty unit is affected will be determined in agreement with the Chief and BPOG.

6.12.4 **EMERGENCY SHIFT:** When staffing levels reach inefficient levels and it is reasonably necessary to the efficient provision of police services that emergency shift hours are required, the Chief or designee will work with the Guild to determine what the shift hours, staffing, and duration of the emergency schedule will be.

6.13 MISCELLANEOUS PROVISIONS:

6.13.1 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, and court appearances.

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

6.13.3 Vacation, holiday and sick leave accrual remain the same as the accrual that was earned when working an 8 hour per day shift. For officers working the 10/40 schedule, 10 hours and 40 minutes is needed to take a full day off.

- 6.13.4 Requests for vacation, compensatory time and collectively bargained sick leave (“CBSL”) will be taken in five (5) minute increments, with the minimum request of twenty (20) minutes. Requests for Washington State sick leave (“WSSL”) will be taken in five (5) minute increments.
- 6.13.5 The parties agree that the administration may temporarily adjust an employee's schedule to accommodate administrative functions (i.e. annual performance evaluations, meetings, promotional testing); provided that the employee is given fourteen (14) days notice of the alteration, unless mutually agreed otherwise. This provision shall not apply to basic shift coverage.
- 6.13.5.1 An administrative function (see 6.7.1) 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 or take the appropriate amount of leave.
- 6.13.5.2 Any function that exceeds the employee’s standard shift hours shall be compensated via overtime, comp time, or shift adjustment when mutually agreed upon.
- 6.13.5.3 Any function, which will be no more than the employee’s standard shift hours, but no less than 8 hours, will be counted as an entire workday.
- 6.13.6 Supervisors may approve a member’s request to flex their schedule for work-related reasons as long as it does not cause overtime (unless approved by a Lieutenant or above). The Chief of Police has the authority to terminate the supervisor’s ability to approve flexing schedules.
- 6.14 **GENERAL INVESTIGATIONS UNIT SCHEDULES:** Officers and Sergeants assigned to the General Investigations 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 FSLA period and does not incur overtime. (i.e. work Monday, Tuesday, Thursday, Friday). Other schedules may be worked as currently practiced or mutually agreed to.
- 6.14.1 Days off are dependent on the particular schedule the member is working.
- 6.14.2 Members assigned to the General Investigations Unit will normally work between the hours of 0700 to 1800 hours.
- 6.14.3 Members assigned to the General Investigations Unit agree, as a condition of assignment, to adjust work hours for operational needs as outlined in the General Information Bulletin (G.I.B.). The City shall work on resolutions with the employee when a change in the work schedule creates personal issues.
- 6.14.4 Any temporary change to an employee’s work schedule is by mutual agreement between the employee and the City.
- 6.14.5 The additional holiday accrual for President’s Day, Martin Luther King’s Birthday, Veteran’s Day and the day after Thanksgiving outlined in Article 9.4 of the collective bargaining agreement, will remain at 8.0 hours per holiday.

6.14.6 When a holiday falls on an employee's regularly scheduled workday 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.

6.14.7 The standard 10 hour or 10/40 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 workday. 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 or 10/40 shift or take the time off utilizing accrued leave.

6.15 ACADEMY TRAINING OFFICERS:

6.15.1 Officers appointed by the Chief to work for the WA Criminal Justice Training Center (CJTC) will work a schedule as determined by the director of the academy.

6.15.1.1 If the academy is closed for a holiday, or any other reason as deemed by the director of the academy, officers assigned to the academy have the option of using vacation or comp time for that day the academy is closed.

6.15.1.2 In lieu of using vacation or comp time, officers have the option of working as a patrol officer for the day the academy is closed. Officers choosing this option will work the same number of hours and the same hours they would have worked had the academy been open. Officers will work at their regular rate of pay. Officers will arrange this option with a patrol Lieutenant at least fourteen (14) days before the day they will work patrol.

6.15.1.3 Unless otherwise directed by the Patrol Lieutenant, officers who choose to work on a day the academy is closed will work patrol.

ARTICLE 7 OVERTIME

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

7.2 **OVERTIME COMPENSATION:** Overtime work shall be compensated at the rate of one-and-one-half (1½) times an employee's hourly rate in pay 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 accrued as compensatory time may be granted upon the request of the employee and with the approval of the Police Chief or designee.

7.3 **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. Accrued compensatory time may be used as time off upon the employee's request as provided below.

7.3.1 Compensatory time submitted with less than 6 days prior notice will be handled in the same manner as non-bid vacation.

7.3.2 Compensatory time shall not be canceled once it has been approved by command staff.

7.3.3 Compensatory time may not be approved on mandatory training days.

- 7.3.4 Compensatory time shall be approved on a first come first served basis by command staff.
- 7.3.5 Only one compensatory time request per shift can cause overtime and that request shall be approved.
- 7.3.6 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.
- 7.3.7 Management has the right to establish shift staffing levels, including the decision to back fill a shift with overtime or shift adjusted officers.
- 7.3.8 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.
- 7.3.9 Vacation leave will not be canceled due to requests for compensatory time.
- 7.3.10 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 their 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 begins traveling to work and said employee shall be compensated per current overtime agreements with a maximum of thirty (30) minute travel time. 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.

7.5.2 When a Sergeant, Corporal, or Officer is pre-scheduled to work at a location outside of the city limits, their pay begins at the time they leave their residence.

7.6 **COURT AND/OR SUBPOENAED APPEARANCES:** An employee who appears in Court arising out of their 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 **CONTRACTED OVERTIME:** When the City is the employer, contracted overtime police work is offered to BPOG Police Officers and Bremerton Police Management Association (BPMA) in accordance with current Department practice. 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.
- 7.9 **Bilingual Interpreter Off Duty Call Pay** – If an off-duty Officer, who is receiving Bilingual Premium, receives a phone call to assist an on-duty Officer with interpretation the Officer will receive a minimum of one (1) hour of overtime pay. If the call lasts more than an hour the officer will receive overtime pay for actual time on call.

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 or Paid Family Medical Leave 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 (unless they are attending the Basic Law Enforcement Academy); 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 requests any vacation time off.

8.3 **PATROL VACATION BIDDING:**

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

8.3.2 All other officers will bid next by seniority.

8.3.3 For each squad, both the Sergeant and the Corporal shall not be scheduled off for the same vacation days without prior approval from their Lieutenant or above.

8.3.4 All bid vacation must be approved by a Lieutenant or above.

8.4 **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 as stated above; 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.

8.4.1 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 denied leave request. 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, or in accordance with Article 6.13.5. If a leave request is denied, the date and reason for denial will be written on the leave slip prior to giving a copy to the employee.

8.5 **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>Length of Continuous Service:</u>	
0 through 2 years of continuous employment	160 hours
Commencing 3 through 5 years of continuous employment	200 hours

Commencing 6 through 10 years of continuous employment	240 hours
Commencing 11 through 15 years of continuous employment	280 hours
Commencing 16 through 20 years of continuous employment	320 hours
Commencing 21 years and over of continuous employment	360 hours

8.5.1 Should an employee not schedule their vacation by October 31st to ensure that their carry-over each year does not exceed the maximum allowed, then as of January 1st of the following year such excess leave shall be lost.

However, should the employee not be able to schedule vacation due to no fault of their 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.

8.6 **VACATION PAY-OUT:** Upon the retirement, resignation, or termination of a non-probationary 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.

8.7 **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 their employment prior to a determination that the affected employee is not expected to recover to an extent that will enable the employee to resume their normal duties or the duties of another position with the City or another employer.

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

8.7.2 **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.

- 8.7.3 **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 their 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 8.6.6 below. An employee who desires to donate vacation leave shall complete a Donation of Vacation Leave Form and submit it to their 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.
- 8.7.4 **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 they had personally accrued the leave, provided that the use of the leave is in conformance with the provisions of this Article.
- 8.7.5. **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.
- 8.7.6. **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	Labor Day
Martin Luther King's Birthday	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Juneteenth	Christmas
Independence Day	

- 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.

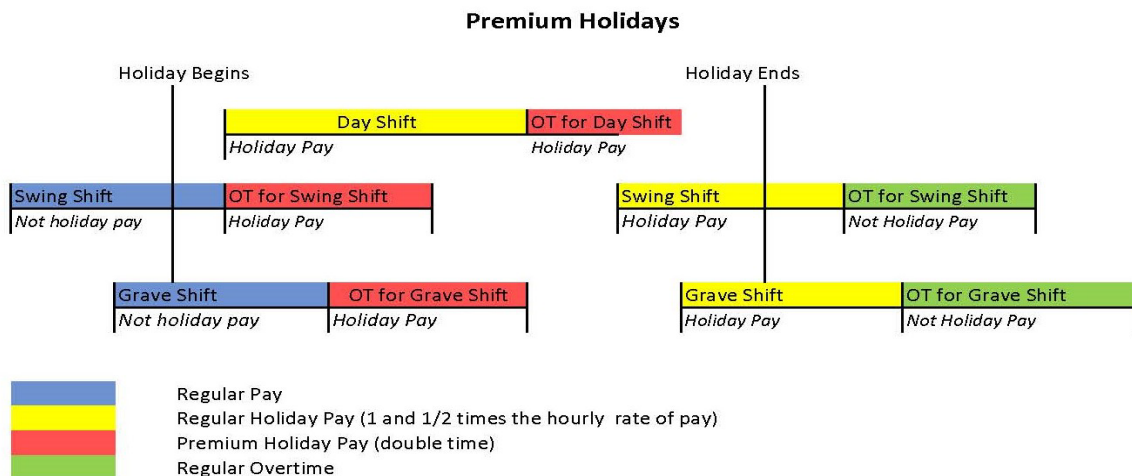
9.2 **FLOATING HOLIDAY:** Each employee shall be allowed one (1) additional holiday per calendar year to be observed by the employee on a day mutually agreeable to the employee and the Police Chief or designee.

9.3 **HOLIDAY COMPENSATION:** Employees shall receive an additional ninety-six (96) 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 twenty (120) hours annually. (**The city puts the Guild on notice that it will be following the accrual contract language as written beginning January 1, 2024.*) 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.

9.3.1 The annual holiday accrual (listed in 9.3 above) shall be reduced by sixteen (16) hours and the hours will be transferred into the employee’s “compensatory holiday reduction” time bank on January 1st of each year and will be available to be used per Article 7. This article will affect 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 Article 9.4.1 and 9.5 below.

9.4.1 Employees covered by this agreement 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 in accordance with the chart below:



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 6.6.

9.5.1 If a holiday lands on a Saturday or Sunday, non-uniformed employees may choose to work on the City observed holiday (Friday or Monday) and will receive their regular rate of pay (no overtime).

ARTICLE 10 SICK LEAVE

10.1 **COLLECTIVELY BARGAINED SICK LEAVE ACCRUAL:** Full-time employees shall accrue collectively bargained sick leave time with pay (“CBSL”) at the rate of 2.1667 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 .0025000 for each regular hour worked as outlined above.

10.1.2 **ACCRUAL REQUIRED BY WASHINGTON STATE PAID SICK LEAVE LAW:** Full-time employees shall accrue Washington State sick leave time with pay (“WSSL”) at the rate of 1.8333 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 .021154 for each regular hour worked as outlined above. WSSL may be used for all reasons permitted by state law.

10.1.3 **MAXIMUM ANNUAL ACCRUAL:** The maximum combined annual accrual of CBSL and WSSL is 96 hours.

10.2 **MAXIMUM SICK CARRY OVER:**

10.2.1 **COLLECTIVELY BARGAINED CARRY OVER:** Employee shall be allowed to carry over CBSL up to a maximum of one-thousand one-hundred sixty (1160) hours.

10.2.2 **WASHINGTON PAID SICK LEAVE LAW CARRY OVER:** The maximum annual carryover of WSSL shall be forty (40) hours. Partial pay periods will be pro-rated to the closest full hour. Accrued WSSL leave over forty (40) hours will be added to the CBSL bank provided it does not put the CBSL bank over the max allowed carry over.

10.3 **SICK LEAVE WORK PERFORMANCE BONUS (Collectively Bargained Sick Leave Accrual Bank Only):** Employees who accrue over the 1160 CBSL hours maximum may cash out 50% of CBSL hours over the 1160 hours and receive this bonus on the November 22nd pay day, and their sick leave balance will be reduced to 1160 hours.

10.4 **CBSL SICK LEAVE INCENTIVE:** An employee who does not take any of their collectively bargained sick leave in any full calendar year shall have eight (8) hours added to their vacation leave balance at the beginning of the following calendar year.

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

10.5.1 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 CBSL and WSSL hours to a maximum of

35% of 1200 hours (a maximum total of 420 hours), which shall be contributed to an HRA/VEBA program.

10.5.2 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 CBSL and WSSL hours to a maximum of 50% of 1200 hours (a maximum of 600 hours), which shall be contributed to an HRA/VEBA program.

10.5.3 In the event an employee dies during employment, the payment will be made at 100% of accrued CBSL and WSSL 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 **COLLECTIVELY BARGAINED SICK LEAVE USE:** CBSL 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 their regularly scheduled work hours due to:

10.6.1 The temporary disability of an employee resulting from their 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 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.

10.6.5 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 their schedule), or any other unforeseeable work related circumstances that would not allow a minimum of 8 hours rest prior to the start of their next scheduled shift.

10.7 **NOTIFICATION OF COLLECTIVELY BARGAINED SICK LEAVE USE:** An employee who is absent or expects to be absent from work due to causes specified in Collectively Bargained 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 their 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. Routine medical/dental/vision appointments scheduled on mandatory training days require advance approval from their Lieutenant or above.

- 10.8 **UNANTICIPATED SICK LEAVE 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 permitted for CBSL or WSSL use, shall promptly notify the on-duty Supervisor by telephone 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.
- 10.9 **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 WSSL or CBSL 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 10.10.
- 10.10 **SICK LEAVE DOCUMENTATION AND APPROVAL:** An employee who has been absent on CBSL shall, on the day they return 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 CBSL 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.
- 10.11 **MEDICAL EXAMINATION:** The Employer retains the right to require employees to submit to medical or psychological examinations when the Employer has objective evidence that could cause a reasonable person to inquire as to whether an employee is still capable of performing their job. Specifically, the Employer must have a genuine reason to doubt whether an employee can perform job-related functions or poses a direct threat to safety. 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.
- 10.12 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.
- 10.13 **SEQUENCING OF LEAVES:** Unless addressed elsewhere in this agreement, the use of vacation leave, compensatory time, and leave without pay is subject to approval by management. However, unless otherwise required by law, forms of leave shall be used and exhausted in the following sequences:
 - 10.13.1 CBSL and WSSL for qualifying incidents until it is exhausted;
 - 10.13.2 vacation leave, floating holiday, and/or compensatory time sequenced at the employee's option, until they are exhausted;
 - 10.13.3 any donated leave, if available, until it is exhausted; then

10.13.4 leave without pay.

- 10.14 **WASHINGTON PAID FAMILY MEDICAL LEAVE.** Eligible employees are covered by Washington's Paid Family and Medical Leave Program (PFML), RCW 50A et seq. Eligibility for leave and benefits is established by Washington law and is therefore independent of this Agreement. Employees will pay through payroll deductions the maximum allowable charges for both family leave and medical leave premiums, as stated by RCW 50A.10.030 and updated annually by the Employment Security Department. The Employer shall pay any remaining portion as required by law.

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 their 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 between October 1 and September 30. 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.

12.3.1 A person who has received official orders and performs military service for more than thirty-one days is no longer eligible to receive employer paid medical/dental premiums. The employee can elect to self-pay both the employer and employee share of the premiums for up to twenty-four months.

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 their 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 them to be available during their normal work schedule to respond by telephone within two (2) hours. 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 they qualify. Only for the purposes of federal income taxation and unless otherwise required by law, 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.

- Or 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.
- 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 their 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). Payments will start after the pay period ending the 15th the month following receipt of the employee request. 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.

14.6 **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:** An annual clothing allowance equal to six hundred seventy-five dollars (\$675) per year will be provided to non-uniformed, sworn personnel. Effective January 1, 2025, the annual clothing allowance will increase to seven hundred and twenty-five dollars (\$725). 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, they 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 their 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 reimburse dry-cleaning for two (2) uniforms per week for uniformed guild members and to 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:** 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 **FOOTWEAR ALLOWANCE.** The City will provide employees assigned to Patrol 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.
- 15.5.1 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. The Chief

of Police or the Guild may request for cause that an employee's probation be extended. The Guild and the Chief will meet and if they mutually agree it is in the Department's best interest to extend the probation period they will determine a duration period and training specified to bring the probationary employee up to acceptable performance levels.

- 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 their 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. The Chief of Police may extend the probationary period of a promoted corporal or sergeant if there has not been sufficient work performance observed to determine if the promoted employee meets standards. The Chief will meet with and discuss the time frame of the extension, with the Guild. All probation related incentives, benefits, or pay will be implemented based on the employee's original probationary date prior to the extension.
- 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 in accordance with RCW 4.96.041.
- 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 how 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 an interview occurs during the off-duty

time of the member being interviewed, the member shall be compensated for their 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 if the person becomes a subject of an administrative investigation, including the alleged policy or law violations, the general nature of the issue, 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 their 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 Guild representative, including the Guild's attorney, 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 by the interviewing officer. When the member refuses to answer such questions, they will be informed that their 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 their duties and responsibilities as the Chief Administrator of the Bremerton Police Department.
- 16.5.9 No 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 records the interview, a copy of the complete interview of the employee, noting all recess periods, may be furnished 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 record the interview.
- 16.5.10 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 they are entitled under the laws of the State of Washington or the United States. Before any

questioning, the employee will be notified in writing and acknowledge receipt of the following:

16.5.10 (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.”

16.5.10 (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.

16.5.11 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 their Constitutional Rights prior to commencement of the interview. The member may request a postponement of the initial interview to contact an attorney.

16.5.12 All interviews shall be limited in scope to activities, circumstances, events, conduct or actions that 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.

16.5.13 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 at least forty-eight (48) hours after the incident. The affected employee may waive the forty-eight (48) hour requirement.

The officer may be required to provide a Public Safety Statement of the facts of the incident to provide sufficient information to apprehend the suspect(s), identify and protect evidence and to check on the safety of the public in accordance with Bremerton Police Department Policy.

ARTICLE 17 MANAGEMENT RIGHTS

17.1 The Guild recognizes the exclusive right and prerogative of the Employer to make and implement decisions with respect to the operation and management of the Police Department. Provided, however, that the exercise of any and all of these rights shall not conflict with any provisions of this agreement. Such rights include, but are not limited to, the following:

1. To establish the qualifications for employment and to employ employees;

2. To establish the makeup of the Police Department workforce and make changes from time to time, including the number and kinds of classifications, and direct the workforce toward the organizational goals established by the Employer;
3. The right to determine the Employer's mission, policies, and all standards of service offered to the public;
4. To plan, direct, schedule, control and determine the operation of the services to be conducted by employees of the Employer;
5. To determine the means, method, and number of personnel needed to carry out Employer operations and services;
6. To approve and schedule all vacations and other employee leaves;
7. To hire and assign or transfer employees within the Police Department;
8. To lay off any employees from duty;
9. To introduce and use new or improved methods, equipment or facilities;
10. To assign work to, and schedule employees;
11. To take whatever action necessary to carry out the mission of the Employer in emergencies;
12. To determine the budget.

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 their duties to the best of their 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 their 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 employees must tell their supervisor that the discussion is a Step 1 grievance. The immediate supervisor 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 grievance is not resolved 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 their 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. 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 their 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 grievance is not resolved 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 their 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. Before 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:** For a disciplinary grievance as defined by RCW 41.58.070, the arbitrator shall be assigned by PERC in accordance with state law. For other grievances, 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 eleven (11) arbitrators. The parties shall alternately strike names from the list until one name remains, who shall serve as the neutral arbitrator. The right to strike first shall be determined by a coin flip.
- 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, unless otherwise required by law. 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 and attorney fees. 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 or extended by mutual written agreement of the Guild and the City. In the event a deadline falls on a weekend or holiday, the deadline is extended to the next business day (not counting weekends or holidays). All procedures contained herein shall be complied with as expeditiously as practicable. Grievance claims involving retroactive compensation shall be limited to 365 days before the written submission of the grievance.
- 19.10 **SERVICE BY EMAIL:** Grievances and responses may be submitted by e-mail.
- 19.11 **GRIEVANCES OF DISCIPLINE:** Grievances of discipline may be commenced at Step 3 by either the employee or the Guild.

ARTICLE 20 SEVERABILITY

- 20.1 In the event that any provision of this Agreement is held invalid by any tribunal of competent jurisdiction or by operation of law, 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.

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 close 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 **ASSIGNMENT AND REMOVAL:** The Chief of Police has authority to assign and remove employees from specialty assignments for legitimate operational reasons, which shall not be grieved and does not require just cause.
- 24.2 **K-9 STIPEND:** Effective upon assignment, a K-9 Officer shall receive as compensation for the care and maintenance of their dog and equipment, a K-9 stipend of three and one-half (3.5) hours per week at their overtime rate.
- 24.3 **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. Effective the first pay period after ratification of this Agreement by both parties, the FTO premium will be 3.5%. This premium may not be pyramided for those officers receiving the MPO premium. Corporals are not eligible for the FTO premium.
- 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. Additional languages may be approved by the Mayor in consultation with the Chief of Police.
- 24.5 **DETECTIVE PREMIUM:** Detectives shall receive a premium of 1.5% above their base rate of pay for the duration of the assignment with the understanding that: (a) this premium assures a rotation for detective on-call; (b) this premium does not create a property right in the assignment and the Chief or designee retains the discretion to move personnel in and out of the detective unit as deemed necessary; and (c) this premium does not apply to patrol officers assisting the detective while on light duty. Effective the first pay period after ratification of this Agreement by both parties, the Detective premium shall be 3%.
- 24.6 **DISCONTINUED MASTER PATROL OFFICER PREMIUM:** Employees who were Master Patrol Officers (MPOs) at the time that the MPO was eliminated and who have not been selected

for promotion to a higher rank shall continue to receive 5% MPO pay throughout their continuous employment at the rank of police officer. In the event the employee is promoted to a higher rank and subsequently demoted to the rank of police officer for non-disciplinary reasons, the employee will receive 5% MPO pay. Employees receiving MPO pay are not eligible to receive officer-in-charge (OIC) pay or Field Training Officer (FTO) pay while functioning in these positions.

- 24.7 **SWAT PREMIUM** (Effective the first pay period after ratification of this Agreement by both parties): Effective upon assignment, an officer assigned to SWAT shall receive a premium of 2% of their base rate of pay for the duration of the assignment with the understanding that this premium does not create a property right in the assignment and the Chief or designee retains discretion to move personnel in and out of SWAT as deemed necessary.
- 24.8 **MAXIMUM SPECIALTY PREMIUM:** The maximum combined specialty premium that an employee may receive is 5%.

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 and one-half percent (5.5%) of the employee's 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 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.
- 25.5 **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.
- 25.6 **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 Affordable Care Act taxes, both parties agree that this article will be opened for negotiations. 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, applied to their base hourly rate of pay:

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 their 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, 2024, and shall remain in effect through December 31, 2026, 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 2nd day of January, 2025.

SIGNED THIS ___ DAY OF _____, ____

CITY OF BREMERTON:

BREMERTON POLICE OFFICERS
GUILD:

Honorable Greg Wheeler, Mayor

Rodney Rauback, President

Tom Wolfe, Police Chief

John Chesney, Vice President

Charlotte Nelson
Human Resources Manager

Member Board of Directors

Member Board of Directors

ATTEST:

Angela Hoover, City Clerk

Member Board of Directors

APPROVED AS TO FORM:

Kylie Finnell, City Attorney

APPENDIX A

TO THE AGREEMENT BY AND BETWEEN THE CITY OF BREMERTON AND THE BREMERTON POLICE OFFICERS GUILD

Effective January 1, 2024 to December 31, 2024

BPOG Pay Plan with 4.6% CPI Adjustment plus 8.4% Market Adjustment for 2024. Net increase 13%

Effective January 1, 2024, the base rates of pay for employees shall be as follows:

Annual salary based on 2096 hours per year for 2024.

		<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	89,750.72	93,125.28	97,401.12	101,739.84	110,564.00	116,160.32
	Monthly	7,479.23	7,760.44	8,116.76	8,478.32	9,213.67	9,680.03
	Semi-Monthly	3,739.62	3,880.22	4,058.38	4,239.16	4,606.84	4,840.02
	Hourly	42.82	44.43	46.47	48.54	52.75	55.42
+Longevity	Base +1.25% Hourly	43.36	44.99	47.05	49.15	53.41	56.11
	Base +1.25% Semi-Monthly	3,786.78	3,929.13	4,109.04	4,292.44	4,664.48	4,900.28
	Base +2.50% Hourly	43.89	45.54	47.63	49.75	54.07	56.81
	Base +2.50% Semi-Monthly	3,833.06	3,977.16	4,159.69	4,344.84	4,722.12	4,961.41
	Base +9.25% Hourly	46.78	48.54	50.77	53.03	57.63	60.55
	Base +9.25% Semi-Monthly	4,085.46	4,239.16	4,433.92	4,631.29	5,033.02	5,288.04
	Base +10.50% Hourly	47.32	49.10	51.35	53.64	58.29	61.24
	Base +10.50% Semi-Monthly	4,132.62	4,288.07	4,484.57	4,684.56	5,090.66	5,348.30
	Base +12.00% Hourly	47.96	49.76	52.05	54.36	59.08	62.07
	Base +12.00% Semi-Monthly	4,188.51	4,345.71	4,545.70	4,747.44	5,159.66	5,420.78
Deferred Comp. 5.50%		205.68	213.41	223.21	233.15	253.38	266.20

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Sergeant	Annual	123,936.48	126,640.32	129,302.24	132,131.84	134,793.76
	Monthly	10,328.04	10,553.36	10,775.19	11,010.99	11,232.81
	Semi-Monthly	5,164.02	5,276.68	5,387.60	5,505.50	5,616.41
	Hourly	59.13	60.42	61.69	63.04	64.31
+Longevity	Base +1.25% Hourly	59.87	61.18	62.46	63.83	65.11
	Base +1.25% Semi-Monthly	5,228.65	5,343.06	5,454.84	5,574.49	5,686.28
	Base +2.50% Hourly	60.61	61.93	63.23	64.62	65.92
	Base +2.50% Semi-Monthly	5,293.28	5,408.56	5,522.09	5,643.48	5,757.02
	Base +9.25% Hourly	64.60	66.01	67.40	68.87	70.26
	Base +9.25% Semi-Monthly	5,641.74	5,764.88	5,886.27	6,014.65	6,136.04
	Base +10.5% Hourly	65.34	66.76	68.17	69.66	71.06
	Base +10.5% Semi-Monthly	5,706.36	5,830.38	5,953.52	6,083.64	6,205.91
	Base +12.00% Hourly	66.23	67.67	69.09	70.60	72.03
	Base +12.00% Semi-Monthly	5,784.09	5,909.85	6,033.86	6,165.74	6,290.62
Deferred Comp. 5.50%		284.02	290.22	296.32	302.80	308.90

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, 2025 to December 31, 2025
 BPOG Pay Plan with 4% CPI Adjustment

Effective January 1, 2025, the base rates of pay for employees shall be as follows:

Annual salary based on 2088 hours per year for 2025.

		<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	92,978.64	96,486.48	100,913.04	105,402.24	114,547.68	120,352.32
	Monthly	7,748.22	8,040.54	8,409.42	8,783.52	9,545.64	10,029.36
	Semi-Monthly	3,874.11	4,020.27	4,204.71	4,391.76	4,772.82	5,014.68
	Hourly	44.53	46.21	48.33	50.48	54.86	57.64
+Longevity	Base +1.25% Hourly	45.09	46.79	48.93	51.11	55.55	58.36
	Base +1.25% Semi-Monthly	3,922.83	4,070.73	4,256.91	4,446.57	4,832.85	5,077.32
	Base +2.50% Hourly	45.64	47.37	49.54	51.74	56.23	59.08
	Base +2.50% Semi-Monthly	3,970.68	4,121.19	4,309.98	4,501.38	4,892.01	5,139.96
	Base +9.25% Hourly	48.65	50.48	52.80	55.15	59.93	62.97
	Base +9.25% Semi-Monthly	4,232.55	4,391.76	4,593.60	4,798.05	5,213.91	5,478.39
	Base +10.50% Hourly	49.21	51.06	53.40	55.78	60.62	63.69
	Base +10.50% Semi-Monthly	4,281.27	4,442.22	4,645.80	4,852.86	5,273.94	5,541.03
	Base +12.00% Hourly	49.87	51.76	54.13	56.54	61.44	64.56
	Base +12.00% Semi-Monthly	4,338.69	4,503.12	4,709.31	4,918.98	5,345.28	5,616.72
Deferred Comp. 5.50%		213.08	221.11	231.26	241.55	262.51	275.81

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Sergeant	Annual	128,412.00	131,230.80	133,986.96	136,931.04	139,687.20
	Monthly	10,701.00	10,935.90	11,165.58	11,410.92	11,640.60
	Semi-Monthly	5,350.50	5,467.95	5,582.79	5,705.46	5,820.30
	Hourly	61.50	62.85	64.17	65.58	66.90
+Longevity	Base +1.25% Hourly	62.27	63.64	64.97	66.40	67.74
	Base +1.25% Semi-Monthly	5,417.49	5,536.68	5,652.39	5,776.80	5,893.38
	Base +2.50% Hourly	63.04	64.42	65.77	67.22	68.57
	Base +2.50% Semi-Monthly	5,484.48	5,604.54	5,721.99	5,848.14	5,965.59
	Base +9.25% Hourly	67.19	68.66	70.11	71.65	73.09
	Base +9.25% Semi-Monthly	5,845.53	5,973.42	6,099.57	6,233.55	6,358.83
	Base +10.5% Hourly	67.96	69.45	70.91	72.47	73.92
	Base +10.5% Semi-Monthly	5,912.52	6,042.15	6,169.17	6,304.89	6,431.04
	Base +12.00% Hourly	68.88	70.39	71.87	73.45	74.93
Base +12.00% Semi-Monthly	5,992.56	6,123.93	6,252.69	6,390.15	6,518.91	
Deferred Comp. 5.50%		294.28	300.74	307.05	313.80	320.12

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, 2026 to December 31, 2026
 BPOG Pay Plan with 3.5% CPI Adjustment

Effective January 1, 2026, the base rates of pay for employees shall be as follows:

Annual salary based on 2088 hours per year for 2026.

		<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	96,235.92	99,869.04	104,441.76	109,098.00	118,556.64	124,570.08
	Monthly	8,019.66	8,322.42	8,703.48	9,091.50	9,879.72	10,380.84
	Semi-Monthly	4,009.83	4,161.21	4,351.74	4,545.75	4,939.86	5,190.42
	Hourly	46.09	47.83	50.02	52.25	56.78	59.66
+Longevity	Base +1.25% Hourly	46.67	48.43	50.65	52.90	57.49	60.41
	Base +1.25% Semi-Monthly	4,060.29	4,213.41	4,406.55	4,602.30	5,001.63	5,255.67
	Base +2.50% Hourly	47.24	49.03	51.27	53.56	58.20	61.15
	Base +2.50% Semi-Monthly	4,109.88	4,265.61	4,460.49	4,659.72	5,063.40	5,320.05
	Base +9.25% Hourly	50.35	52.25	54.65	57.08	62.03	65.18
	Base +9.25% Semi-Monthly	4,380.45	4,545.75	4,754.55	4,965.96	5,396.61	5,670.66
	Base +10.50% Hourly	50.93	52.85	55.27	57.74	62.74	65.92
	Base +10.50% Semi-Monthly	4,430.91	4,597.95	4,808.49	5,023.38	5,458.38	5,735.04
	Base +12.00% Hourly	51.62	53.57	56.02	58.52	63.59	66.82
	Base +12.00% Semi-Monthly	4,490.94	4,660.59	4,873.74	5,091.24	5,532.33	5,813.34
Deferred Comp. 5.50%		220.54	228.87	239.35	250.02	271.69	285.47

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Sergeant	Annual	132,922.08	135,824.40	138,684.96	141,712.56	144,552.24
	Monthly	11,076.84	11,318.70	11,557.08	11,809.38	12,046.02
	Semi-Monthly	5,538.42	5,659.35	5,778.54	5,904.69	6,023.01
	Hourly	63.66	65.05	66.42	67.87	69.23
+Longevity	Base +1.25% Hourly	64.46	65.86	67.25	68.72	70.10
	Base +1.25% Semi-Monthly	5,608.02	5,729.82	5,850.75	5,978.64	6,098.70
	Base +2.50% Hourly	65.25	66.68	68.08	69.57	70.96
	Base +2.50% Semi-Monthly	5,676.75	5,801.16	5,922.96	6,052.59	6,173.52
	Base +9.25% Hourly	69.55	71.07	72.56	74.15	75.63
	Base +9.25% Semi-Monthly	6,050.85	6,183.09	6,312.72	6,451.05	6,579.81
	Base +10.5% Hourly	70.34	71.88	73.39	75.00	76.50
	Base +10.5% Semi-Monthly	6,119.58	6,253.56	6,384.93	6,525.00	6,655.50
	Base +12.00% Hourly	71.30	72.86	74.39	76.01	77.54
	Base +12.00% Semi-Monthly	6,203.10	6,338.82	6,471.93	6,612.87	6,745.98
Deferred Comp. 5.50%		304.61	311.26	317.82	324.76	331.27

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.