



City of Bothell™

AGREEMENT BY AND BETWEEN

THE CITY OF BOTHELL

And

**THE BOTHELL POLICE CAPTAINS
PUBLIC SAFETY EMPLOYEES UNION, LOCAL 519**

January 1, 2021 Through December 31, 2023

TABLE OF CONTENTS

		<u>Page</u>
ARTICLE 1	Preamble	3
ARTICLE 2	Definitions	3
ARTICLE 3	Recognition of Bargaining Unit	4
ARTICLE 4	Entire Agreement	4
ARTICLE 5	Union Membership/Dues	5
ARTICLE 6	Management Rights	5
ARTICLE 7	Prohibited Practices	7
ARTICLE 8	Grievance Procedures	7
ARTICLE 9	Rates of Pay	8
ARTICLE 10	Vacations	10
ARTICLE 11	Holidays	11
ARTICLE 12	Sick Leave	12
ARTICLE 13	Light Duty & Additional Leave	14
ARTICLE 14	Health Care	18
ARTICLE 15	Clothing & Equipment	19
ARTICLE 16	Hours of Work	20
ARTICLE 17	Assignments and On-Call Duties	20
ARTICLE 18	Seniority	21
ARTICLE 19	Assigned Vehicles	24
ARTICLE 20	Closing Clauses	24
ARTICLE 21	Term of Agreement	24

ARTICLE 1 - PREAMBLE

Pursuant to R.C.W. 41.56, this Agreement has been entered into by the City of Bothell, hereinafter referred to as the "Employer" and the Bothell Police Captains Public Safety Employees Union, Local 519, hereinafter referred to as the "Union". The purpose of this Agreement is to promote efficient law enforcement services and public safety; the promotion of harmonious relations between the Employer and the Union; the establishment of equitable and peaceful procedures for the resolution of differences; and the establishment of rates of pay, hours of work and other terms and conditions of employment.

ARTICLE 2 - DEFINITIONS

As used in this Agreement, the following terms are defined as follows:

1. Bargaining Unit - As defined in Article 3 of this Agreement.
2. Chief of Police - Bothell Police Department Chief of Police.
3. City - City of Bothell.
4. Commission - Bothell Civil Service Commission.
5. Days - All days are calendar days unless otherwise specified.
6. Department - Bothell Police Department.
7. Emergency - Any situation which jeopardizes the public health, safety and welfare, and requires alteration of scheduled work hours, shifts and/or personnel assignments.
8. Employee - Regular full time commissioned Employee of the City of Bothell included within the bargaining unit.
9. Employer - City of Bothell
10. Grievance - As defined in Article 8 of this Agreement.
11. His/Her - Wherever words denoting a specific gender are used in this Agreement, they shall be construed to apply to either gender.
12. Holiday - Any day listed in Article 11, of this Agreement.
13. Holiday Leave - Amount of hours credited to, or deducted from, an Employee's holiday leave bank balance maintained by the City.
14. Member - Any member of the Bargaining Unit.

15. Merit Increase - Extra pay awarded in recognition of superior performance of an Employee over and above that considered satisfactory.

16. Probationary Employee - Any employee who has not yet successfully completed his probationary period of employment, being the 12-month period following date of hire, not including time spent at the recruit academy.

17. Strike - The concerted failure to report for duty, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, or compensation, or the rights, privileges or obligations of employment.

18. Union – Bothell Police Captains Union.

19. Workday - The workday will begin with the first hour assigned and run for the next twenty-four (24) consecutive hours.

ARTICLE 3 - RECOGNITION OF BARGAINING UNIT

The City hereby recognizes the Bothell Police Captains Union as the exclusive bargaining representative, for the purposes stated in R.C.W. 41.56, of all Captains of the Bothell Police Department.

ARTICLE 4 - ENTIRE AGREEMENT

The Agreement expressed herein in writing constitutes the entire agreement between the parties and no oral statement or agreement shall add to or supersede any of its provisions; provided that other agreements reached by the parties and reduced to writing shall be enforceable under the provisions of this agreement.

The parties acknowledge that each has had the unlimited right and opportunity to make proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement.

Therefore, except as otherwise provided in the Agreement, the Employer and the Union for the duration of this Agreement, each voluntarily and unqualifiedly agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered by this Agreement, except as required in R.C.W. 41.56.

ARTICLE 5 - UNION MEMBERSHIP AND DUES CHECK OFF

Section 1: Dues. Upon proper written authorization from an Employee, the Employer agrees to deduct from the wages of that Employee, a sum certified as Union dues once each month and forward the sum to the Union.

Section 2: Written Authorization. The Employer shall honor the terms and conditions of each employee's written authorization. Whether an employee is a Union member or not, the Employer shall continue to deduct and remit dues and fees to the Union until such time as the Union or Employee notifies the Employer that the dues authorization has been properly terminated in compliance with the employee's written authorization.

Section 3: Neutrality. The Employer shall remain neutral when communicating with employees about Union membership and direct employees to discuss Union membership with a Union official or staff representative.

Section 4: Employer Indemnification. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders and judgments brought and issued against the Employer by third parties (including Employees) as the result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 6 - MANAGEMENT RIGHTS

The Union recognizes the right of the Employer to operate and manage its affairs in all respects in accordance with its lawful authority. Any authority which the Employer has not expressly delegated or modified by this Agreement is retained by the Employer.

Management rights and responsibilities as described above shall include, but are not limited to, the following examples:

1. The Employer, the Chief of Police, and the Civil Service Commission shall retain all rights and authority to which by law they are entitled.
2. The Employer has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the Employer; provided that this subsection shall not operate as a waiver of the Union's right to require the Employer to engage in collective bargaining regarding contracting and subcontracting.
3. The Employer shall have the authority to organize and reorganize the operations within the Department.
4. The Union recognizes the right of the Chief of Police to establish and modify Department Rules and Regulations, Policy and Procedure, and operational procedures and guidelines; and to enforce said Rules and Regulations.

5. The Chief of Police has the exclusive right to schedule work as required in the manner most advantageous to the Employer commensurate with the applicable provisions of this Agreement.

6. The Chief of Police has the right to determine performance standards, including assessment of the Employee's ability to perform their job.

7. The Chief of Police has the right to:

a. discipline, suspend, demote, and discharge non-probationary Employees for just cause.

1. In disciplinary actions resulting in suspension without pay it shall be Department Policy that the Employee will have the option, in lieu of a loss of pay, of deducting a vacation day for each day of suspension, up to a maximum of five (5) days from his/her vacation balance. Scheduling of disciplinary days off will be at the convenience of Department operations.

b. to discharge or demote probationary Employees for any reason. Employees who are discharged or demoted before completing their probationary period shall not have access to the grievance procedures of this Agreement to protest or challenge the discharge or demotion, or the reasons therefore.

c. to recruit, hire, promote, fill vacancies, transfer, assign, and retain Employees.

d. to lay off Employees for lack of work or funds or other legitimate reasons.

e. when necessary, Employees shall be laid off pursuant to Article 18 of this agreement.

8. The Employer has the right to classify jobs and to determine the duties to be performed by Employees in classifications included in the bargaining unit.

9. The Employer has the right to discontinue work that would be wasteful or unproductive, commensurate with the applicable provisions of this Agreement.

10. The Employer has the right to control the Police Department budget.

11. The Employer, at the direction of the Chief of Police shall have the right to take any and all actions necessary in the event of an emergency.

12. The Employer has the right to utilize non-uniformed volunteers to perform non-bargaining unit work.

ARTICLE 7 - PROHIBITED PRACTICES

Section 1. Neither the Union nor the Employer shall initiate, authorize, or participate in any strike, work stoppage, work slow-down, lock-outs, or any other organized effort that interferes with the efficient operation of the Department.

Section 2. Employees covered by this Agreement who engage in any of the actions prohibited in Section 1 above shall be subject to such disciplinary actions as may be determined, up to and including discharge and termination, by the Employer. The Union agrees that any such disciplinary action on the part of the Employer shall be final and binding, and in no case be construed as a violation by the Employer of any provision of this Agreement.

ARTICLE 8 - GRIEVANCE PROCEDURE

Section 1. A "grievance" means any disagreement, dispute, or claim which may arise on the part of an Employee, or the Union, with respect to the interpretation or application of the provisions of written agreements between the parties. Grievances shall be handled in the following manner:

Step 1. The Employee involved or affected shall present the issue to his immediate supervisor for disposition, either personally or through the Union, within 10 days of when the Employee or the Union knew, or reasonably should have known of the facts giving rise to the alleged contract violation. The supervisor shall attempt to resolve the grievance within ten (10) days. The Employee shall be notified of the remedy or proposed remedy in writing, with a copy to the Chief of Police. A grievance by the Union may be initiated by presenting such grievance to the Chief of Police at Step 2.

Step 2. If the Employee is not satisfied with the solution by the immediate supervisor, the grievance, in writing signed by the Employee or a representative of the Union, stating the section of the Agreement violated, the facts of the case as seen by the grieving party, and the remedy sought, may be presented within ten (10) days after receipt of the supervisor's answer in Step 1 to the Chief of Police. The Chief of Police shall attempt to resolve the grievance within fifteen (15) days after it has been received.

Step 3. If the Employee is not satisfied with the solution by the Chief of Police, the grievance, in writing, stating the section of the Agreement violated, the facts of the case as seen by the grieving party, and the remedy sought, may be presented within ten (10) days after receipt of the Chief's answer in Step 2 to the City Manager. The City Manager shall attempt to resolve the grievance within fifteen (15) days after it has been received.

Step 4. If within fifteen (15) days after the grievance has been submitted to the City Manager no settlement has been reached, and the parties have been unable to mutually reach agreement on an arbitrator, then the Union may submit the grievance to the Federal Mediation and Conciliation Service (FMCS) for nine (9) Oregon/Washington arbitrators. The parties will flip a coin to determine the order and alternatively strike until one arbitrator remains on the list.

In the case of disciplinary actions, both appealable to the Civil Service Commission and grievable under the terms of this contract, a written election of remedies shall be made after receipt of the Step 3 response. An Employee may elect to either pursue an appeal to the Civil Service Commission or continue with the contractual grievance procedure, but not both. If mutually agreed, time limits will be extended to complete a reasonable investigation before the selection of remedies is made.

Section 2. The Employer shall not discriminate against any individual Employee or the Union for taking action under this Article.

Section 3. Grievance claims involving retroactive compensation shall be limited to ten (10) days prior to the written submission of the grievance.

Section 4. In arriving at any disposition or settlement of a grievance hereunder, neither party unilaterally nor an arbitrator shall have the authority to alter this Agreement or negotiate new agreements. The decision of the Arbitrator shall be final and binding on any Employee involved in the grievance, the Union and the Employer, provided that either party may request judicial review of the arbitrator's compliance with this section.

Section 5. In the event of an arbitration under the provisions of this Article, each party will pay the expenses of their own representatives. Other costs will be borne equally by the parties hereto.

Section 6. The requirements for written grievance and responses throughout these steps shall not preclude the aggrieved Employee with their representative and the appropriate management representative from orally discussing and resolving the grievance.

Section 7. Time limits may be extended by mutual written agreement. If the City fails to comply with any of the above time limits beginning with Step 2, the matter will be settled in favor of the Union's last requested remedy. If the aggrieved/Union fails to comply with any of the above time limits, the grievance is dropped and the City's position sustained. While a forfeiture under this clause will finally resolve the matter in dispute, it will not establish a precedent between the parties on issues of contractual interpretation. There shall be no interruption of work while grievances are being resolved.

ARTICLE 9 - RATES OF PAY

Section 1. Monthly base rates of pay for Police Captain shall be equal to the monthly base pay of the highest classification of Sergeant (currently Sergeant) times 1.31 (Sergeant base salary x 1.31), with the following understandings:

If, at any time between January 1, 2021 and December 31, 2023, the highest classification of Sergeant monthly base pay increases, the employee's base salary shall increase by that amount times 1.31. Employees would be eligible for retroactive pay increase in the event of any retroactive pay increase for the highest classification of Sergeant monthly base pay.

Section 2. Education Incentive:

- a) Attainment of a Bachelor degree in an approved field of study: 2% of the employee's base monthly salary.
- b) Attainment of a Master's degree in an approved field of study: 4% of the employee's base monthly salary.
- c) Effective January 1, 2021 employees who are working towards a Bachelor or Master degree by taking two credited classes per calendar year in an approved field of study, from an approved institution and as approved by the Chief or his/her designee, are eligible to receive a 1% premium pay in addition to the premium provided for in Subsections a and b above, for the 12 months following successful completion of the class.

Employees shall submit a continuing education form which includes the institution, degree program, anticipated classes taken each term and anticipated date of degree completion to the Administrative Assistant in the Chief's office.

For the purpose of this agreement, "Approved Fields of Study" are designated to be:

- Police Science
- Political Science
- Sociology
- Psychology
- Public or Business Administration
- Organizational Management
- Leadership
- Other fields of study approved by the Chief of Police

Section 3. Longevity Incentive: Eligible officers will receive longevity incentive for years of service with the City as follows:

Years of Service	Longevity - % of Monthly Base Salary
10	4%
15	6%
20	8%
25	10%
30	12%

Section 4. Deferred Compensation. The City agrees to contribute up to 3% of an employee's base wage to a deferred compensation account, providing the employee matches the contribution.

Effective January 1, 2021 the City agrees to contribute an additional 1% of an employee's base wage to a deferred compensation account, provided the employee matches the contribution, for the continued maintenance of the Police Departments accreditation program.

ARTICLE 10 – VACATIONS

Section 1. "Vacation Leave" shall mean a working day or an accumulation of working days on which a full time Employee may, by prearrangement, continue to receive the regular rate of compensation although he does not report for duty or perform the functions of the job to which assigned.

Section 2. Vacation leave accrual shall be computed from the date of hire at the rate indicated in the following schedule:

<u>Completed Years of Continuous Full-Time Service from Date of Hire</u>	<u>Annual Accrual for Full-Time Employees</u>
0 to 3 years of service	12 days
4 to 8 years of service	15 days
9 to 13 years of service	18 days
14 to 18 years of service	20 days
19 and more years of service	22 days

Section 3. Employees may not use vacation until it is accrued.

Section 4. Up to two year's accrual (based upon the employee's current rate of accrual outlined in the above schedule) may be carried over to the following calendar year. Unexpended vacation leave at the end of each calendar year or upon separation from service in excess of the amount earned in a two year period shown above shall be forfeited by the employee. In the event unusual operating needs of the Department prohibit an employee from using sufficient vacation leave to avoid going over the cap, and the employee has previously made a good faith effort to utilize the leave, the Chief may authorize that the vacation cap be temporarily suspended for a period of not more than three months in order to allow the employee to use the vacation time. Employees, except upon separation from service and provided for under Management Leave shall not be entitled to pay in lieu of using vacation leave.

Section 5. Pursuant to Section 4 above, upon termination or layoff, an Employee will be paid for their accumulated vacation, based upon an accrual of a pro-rated portion of vacation time for each completed month of service during the calendar year. Such pay will be based upon the Employee's normal rate of pay. Resignations and discharges would start over new service credit if rehired, except that the Employer may reinstate the vacation accrual rate for Employees who return to the City within one year of a resignation. Layoffs rehired within two years would maintain their creditable service for accrual purposes as would Employees returning from disability retirement.

Section 6. Vacations shall be scheduled as mutually agreed upon by the Employee and the Employer upon the timely request of the Employee. The Employer may deny an Employee a vacation at the time it is requested based upon existing operational needs, exigencies, or emergencies.

Section 7. Vacation Buy-Back. Not more than twice each year, Employees may request pay at their base hourly rate in lieu of vacation time off. The request may be no more than 80 hours per calendar year. The employee shall submit their request in writing to the Police Chief. Requests approved by the Police Chief shall be recommended to the City Manager for approval. Cash out of vacation leave hours will be paid at the employee's base hourly rate of pay for their regular position appointment and not at the rate for any "acting" assignment that the employee may be serving at the time cash-out occurs.

ARTICLE 11 -- HOLIDAYS

Police Captains shall receive twelve (12) paid holidays as set forth below:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	First day of January
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25
*Two (2) Floating Holidays	Employee's Choice

If any holiday mentioned above falls on a Saturday, the preceding Friday shall be given as a holiday. If the holiday falls on a Sunday, the following Monday shall be granted as the holiday.

If a holiday falls on a regularly scheduled day off, the Captain shall be granted another day off. If a Captain works on a given holiday (e.g. 4th of July assignment), the Captain shall be granted another day off at a time mutually agreed upon by the employee and Deputy Chief.

Employees shall be granted ninety-six (96) hours of holiday leave annually on January 1st of each year. When an employee takes a paid day of holiday leave, the number of hours taken will be deducted from their leave balance. Holiday leave must be utilized in the year in which it is earned and is not eligible for cash out except as provided in this section. Upon separation from service, holiday leave not taken will be cashed out on a pro-rated basis in relation to the number of holidays that have occurred in the year at the time of separation less the number of hours of holiday leave already taken by the employee for the year. (For example, if the employee separates from service in March, three holidays have occurred. If the employee has only utilized holiday leave hours equivalent to two holidays, they would be eligible for one day of holiday leave cashed out upon separation. However, if the employee has utilized holiday leave hours equivalent to three holidays, they would not be eligible for any holiday leave cash

out.) Conversely, upon separation from service if the employee has utilized more holiday hours than have occurred in the year at the time of separation, the employee shall reimburse the City from their final paycheck for the excess holiday hours taken. (For example, if three holidays have occurred at the time of separation and the employee has taken holiday leave equivalent to four holidays, the employee must reimburse the City for one day of holiday leave.)

ARTICLE 12 - SICK LEAVE

Section 1. Police Captains shall accrue eight (8) hours of paid sick leave for each month of continuous full-time service beginning with the first full or partial month of service. Any sick leave accrued which is unused in any year shall be accumulated for succeeding years with no cap.

Section 2: Sick Leave Conversion. Annually, Regular Employees with more than 192 hours of accrued sick leave at the end of the calendar year have the option of converting up to 24 hours of accrued sick leave to vacation leave. Employees electing to convert sick leave to vacation must notify Human Resources by December 1st and specify the number of hours to be converted, not to exceed 24. Human Resources will confirm the Regular Employee has at least 192 hours in their sick leave bank and will process the conversion to be effective the first pay period in January of the following year.

Section 3: Approved Grounds for Sick Leave. In accordance with the terms of this contract, eligible Employees shall be entitled to request sick leave with pay for the following reasons:

- a. The employee's own illness, injury physical incapacity, forced quarantine in accordance with state or community health regulations or health condition; to accommodate the need for medical diagnosis, care or treatment of a health condition; or preventive medical care.
- b. The employee's care for a family member with illness, injury or health condition; care for family member who needs medical diagnosis, care or treatment; care for family member who needs preventive medical care. Family members include an employee's child (whether biological, adoptive, foster, step-child, or child for whom employee stands in loco parentis, is a legal guardian for, or is a de facto parent and regardless of age or dependency status); parent (whether biological, adoptive, in-law, de facto, step-parent, legal guardian or person who stood in loco parentis to employee when employee was a child); spouse or registered domestic partner; grandparent; grandchild; sibling; any relative living in employee's household or relationships other than those set forth above where the employee is responsible for care, the use of sick leave may be granted by the City, upon request; and
- c. Family and Medical Leave as indicated by City Policy and applicable State and Federal law.
- d. Medical, dental or vision treatment of the employee or his/her family member.

- e. An absence due to closure of the City's offices by order of public official for any health-related reason, or where the employee's child's school or day care is closed for such a reason.
- f. Absences covered by the Domestic Violence/Sexual Assault leave policy.

Section 4. Sick Leave Use. Continuance of pay during absence from duty by reason of facts that would warrant the approval of sick leave is contingent upon strict compliance with the following procedures:

- a. On the first day of absence from duty, the Employee or someone on his or her behalf, shall give to the Employee's immediate supervisor, notice by telephone or otherwise, a minimum of 1.5 hours before scheduled starting time, the reason for such absence unless circumstances beyond the Employee's control prevent such notice.
- b. The City may require a doctor's certificate after the employee is absent more than three (3) consecutive work days to verify legitimate use of sick leave, provided that for non-exempt employees:
 - i. an employee will have up to 10 calendar days to provide the required documentation;
 - ii. if requested, documentation need not disclose the nature of the medical condition causing the need for leave; and
 - iii. if a requirement to provide documentation will result in unreasonable burden or expense to the employee, an employee may advise the City of this concern and the City will evaluate its request in light of the circumstances.
- c. In the event an Employee uses a full day or days of sick leave, the sick leave bank will be charged with 8 hours for each full day of sick leave use, regardless of the shift schedule.

Section 5: Reasonable Time. Bona fide doctor and dental appointments requiring a reasonable time period of absence from work shall not be charged against the sick leave record of an Employee, if orally reported to the satisfaction of the Department. "Reasonable time" will be determined by the Department. Officers shall make a good faith effort to schedule such appointments during off-duty hours. At the option of the Employee, sick leave in excess of the maximum accrued days available may be supplemented by deduction from fully accrued and unused vacation leave time.

Section 6. Sick Leave Cash-Out Program.

- a. Upon layoff or LEOFF retirement (voluntary separation under the Law Enforcement Officer and Fire Fighter Retirement System Plan 2, eligibility beginning at age 50, whether or not the captain begins drawing retirement), employees shall have 50% of any unused sick leave hours remaining in their sick leave bank converted to an hourly amount based

upon their base hourly rate of pay. This amount shall be capped at \$20,000 and shall be contributed to their VEBA account.

- b. Upon voluntary separation or layoff prior to retirement eligibility (prior to age 50), employees shall have 10% of any unused sick leave hours remaining in their sick leave bank converted to an hourly amount based upon their base hourly rate of pay. This payout will be capped at \$20,000 and shall be contributed to their VEBA account.
- c. In the event of a line of duty death, employees shall have 100% of any unused sick leave hours remaining in their sick leave bank converted to an hourly amount based upon their base hourly rate of pay. In the event that the employee dies while still employed by the City of Bothell (not duty related), employees shall have 60% of any sick leave hours remaining in their sick leave bank converted to an hourly amount based upon their base hourly rate of pay. In both cases that amount shall be paid to their beneficiaries.

ARTICLE 13 – LIGHT DUTY AND ADDITIONAL LEAVE PROVISIONS

Section 1. Light Duty Assignments. In the event a LEOFF II member becomes sick or disabled, the Employer may allow the LEOFF II member to return to work in a light duty status. Nothing in this Section shall modify the Employer's rights or obligations found in R.C.W. 41.04.500 through 41.04.550. Light Duty assignments shall be administered as follows:

- a. A light duty status job may be assigned so as to permit the Employee to continue working within the Department in a duty capacity that the Employee is physically capable of performing while continuing to be paid at the Employee's normal rate of salary.
- b. Such assignment is contingent upon the medical prognosis of full physical recovery from the Employee's disability within a reasonable period of time.
- c. The maximum time that will be allowed for assignment to a light duty status is sixty (60) days; provided that upon request of the Employee and approval of the Employer, the sixty (60) day period may be extended up to but in no case exceeding a total period of six months. Consideration of the extension shall be based upon the medical prognosis of the Employee being able to return to full employment in a reasonable period of time thereafter in accordance with the advice of a physician retained by the Employer.
- d. A request for light duty status will be submitted in writing by the Employee to the Employer. The request shall be accompanied by a physician statement that details the cause and nature of the illness and/or disability, an estimate of duration, and prognosis for full recovery.
- e. Determination of an Employee's disability from performing full duty, ability to perform on light duty status, and ability to return to full duty will be made upon examination and advice of a physician. The Employer may obtain an examination and advice of a physician, retained by the Employer, at the Employer's option.

- f. For the purpose of this provision, “a reasonable period of time”, is a time period determined solely by the Chief of Police and may vary depending upon many factors, including, but not limited to, the staffing needs of the Department and availability of work to be performed by a light duty Employee. The denial of light duty work assignment, under the provisions of this section, regardless of reason, shall not be deemed to constitute discriminatory practice. Employees denied light duty status shall not have access to the grievance procedures of this Agreement.
- g. The Employer is under no obligation to create duties for light duty status that would be outside the range of the rank and assignment of the affected Employee, or duties not normally performed by members of the Department.

Both parties acknowledge that they are bound by ADA and the Washington State Law Against Discrimination.

Section 2. Military Leave. Leave without pay as required by Federal and State law and regulations shall be allowed to any full-time Employee who is a member of the Washington National Guard or any organized reserve of the Armed Forces of the United States and required by reason of such membership to be on active duty. Any such Employee whose dependents are covered under the medical benefits provisions of this Agreement may continue such coverage for said dependents provided he advances the premiums payable monthly for such coverage to the Employer on or before the first day of each month during which he is on Military Leave. When a full-time Employee is called to active duty for a period of greater than twenty-one (21) days, he or she shall be granted a leave of absence without pay and without loss of position, rating or eligibility, providing such Employee applied for re-employment immediately after termination of such duty.

Section 3. Leave of Absence Without Pay. If, in the opinion of the City Manager upon recommendation of the Chief of Police, it would be in the best interests and welfare of the City, the City Manager may grant to any Employee a leave of absence without pay. The decision of the City is final, and not subject to the grievance procedure. Employee must utilize all of his or her earned and unused vacation leave before being eligible for a leave of absence without pay. During such leave of absence without pay, Employees shall not accrue sick leave or vacation credit. Employees are responsible for paying their own health benefit premiums, in advance, during any complete calendar month of leave without pay; provided, however, that the City will continue to pay the Employee's health benefit premiums while the Employee is on Family and Medical Leave, according to the City Family and Medical Leave Policy.

Section 4. Civil Leave. Necessary leave shall be authorized by the Department Director or the City Manager to permit any Employee to report for duty or to serve as a member of a jury, or to exercise any civil duty provided by law. Each Employee who is granted such civil leave, and who receives compensation for the performance of such civil duty shall be paid by the City for the time he is absent, only the amount of excess of his or her regular salary over the compensation so received for civil duty. Every Employee, upon completion of civil duty service, shall on the next work day report in writing, to the Department, the dates and periods of such absence from regular duty time with the City. As soon as compensation has been received for the rendition of such civil duty service, the Employee shall promptly report the

same to the Department and it shall be the duty of the Department to notify the Human Resources Department to make the necessary adjustment in the next pay of the Employee.

Section 4. Bereavement Leave. An Employee may be granted up to three (3) days of leave without loss of pay because of the death of a member in the immediate family defined as spouse, daughter, son, mother, father, mother-in-law, father-in-law, grandparents, grandparents of spouse or, grandchildren, or brother or sister of the Employee, for purposes of attending the funeral and/or taking care of family affairs relating to the death.

Section 5. Shared Leave Program. The Shared Leave Program enables regular full-time Employees to donate annual vacation leave to fellow regular full-time Employees who are faced with taking leave without pay or termination due to extraordinary or severe physical or mental illnesses, or other similar catastrophic events. The program is not intended to act as an extension of Disability Leave for LEOFF I Employees. The program also allows Employees to accept donated annual vacation leave to care for immediate family members suffering from an extraordinary or severe illness if the duration of the illness will cause the Employee to take leave without pay or to terminate his or her employment. "Immediate family" shall include an employee's spouse, mother, father, brother, sister, children, step-children, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, and grandchild. Implementation of the program for any individual Employee is subject to agreement by the Chief, and the availability of shared leave from other Employees. The Chief's decisions in implementing and administering the shared leave program shall be reasonable, but shall not be subject to the grievance provisions of this Agreement.

- 5.1 Donor Restrictions. An Employee may donate any amount of vacation leave to which he is entitled provided the donation does not cause the Employee's vacation leave bank to fall below 80 hours. The donation shall be accounted for in a dollar amount equal to the hours donated multiplied by the hourly pay of the donor.
- 5.2 Donee Restrictions. An Employee may receive shared leave provided he/she meets the following standards:
 - a. The Chief determines he/she is eligible.
 - b. The Employee is not eligible for time-loss compensation under RCW 51.32 (Worker's Compensation) or disability benefit payments through the disability insurance plan.
 - c. The Employee has complied with the sick leave provisions of this Agreement insofar as they may be applicable.
 - d. The Employee has submitted, if requested, a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.
 - e. All other forms of available paid leave in excess of 40 hours of sick leave and 40 hours of vacation leave shall be used before shared leave.

- f. Leave shall be granted in an amount of hours equal to the donation dollar amount divided by the hourly pay of the donee.
- g. When the City's obligation to provide health care benefits to an employee who is off of work due to a FMLA qualifying event terminates, the employee may use the value of shared leave donated to him/her to offset the cost of providing the employee and his/her eligible dependent(s) health care benefits during the period that the employee remains on leave, up to a maximum period of six (6) months.

Section 6. Management Leave. Captains shall accrue Management leave at the rate of eighty (80) hours (6.67 hours/month) effective January 1st of each calendar year and shall be prorated for eligible new employees based upon their month of employment or FLSA status change, with accruals beginning the first day of the month following their date of hire.

- a. Accrued Management Leave equal to or less than one year's accrual will carry forward to the next calendar year, except that at no time shall the accrual exceed a maximum of one year's accrual (80 hours). Accruals will occur only when the employee's Management Leave balance is less than 80 hours.
- b. Scheduling Management Leave. Management leave is granted in recognition of extraordinary time worked, and is intended to provide time off for recuperation. It must be taken in increments of no less than four hours at a time. Captains must notify supervisors in advance of the time management leave is to be used and are expected to schedule such absence in a manner which will cause the least impact upon work within the Department. Leave shall not be unreasonably denied.

Section 7. Merit Hours. Performance appraisals will be conducted for Police Captains according to the schedule set forth in Bothell Personnel Policies 8.2. Captains who receive an overall "exceeds job requirements" rating of 3.5 or more on their annual evaluation, shall be eligible to be awarded up to 42 merit hours according to the City's performance evaluation system. Employees may utilize the Merit hours as leave or request to receive a cash equivalent for the hours earned. Merit hours must be used or cashed out in the year in which they are earned.

If an employee voluntarily separates from service prior to the completion of the employee's current appraisal period, the employee shall be eligible for a prorated amount of merit hours. Prior to separation, the employee's supervisor shall complete a performance appraisal. The employee shall be awarded the cash equivalent of the prorated amount of merit hours if the employee receives an overall "exceeds job requirements" rating of 3.5 or more.

- a. Merit hours that are cashed out are subject to payroll taxes and under the Department of Retirement System regulations do not count towards retirement service credits.

Section 6: Washington Paid Family and Medical Leave. Paid Family and Medical Leave (PFMLA) is a new benefit administered by the Employment Security Department in Washington State that provides a portion of an employee's salary for a 12-week period that

can be used at the same time as FMLA. The benefit also provides for healthcare and job protection. Employees can use PFMLA in accordance with the laws and regulations that govern the program and City policy. The employee pays 63.33% of the PFMLA premium to the State of Washington, the City pays 36.67%.

ARTICLE 14 - HEALTH CARE

The City and Union agree to evaluate the methodology for determining total compensation as part of the next collective bargaining process.

Section 1. The Employer will pay 100% of the insurance premiums for employees and 90% of the insurance premiums for the employees spouse and eligible dependents under the City's AWC Regence HealthFirst 250 Plan or Kaiser Permanente \$10 copay/\$200 Deductible Plan.

Section 2. Voluntary Employee Beneficiary Association (VEBA). Voluntary Employee Beneficiary Association (VEBA). The City agrees to pay initial start-up costs for individual HRA VEBA plans for each employee. In recognition of the savings the City achieved by moving to the Regence BlueShield HealthFirst 250 Plan, and the higher costs employees will incur under the plan, the following is agreed:

For employees who choose coverage under the Regence BlueShield HealthFirst 250 Plan, the City agrees to contribute annual lump sums into a VEBA for each employee. The lump sums shall be deposited January of each year.

The annual lump sum amount shall be based on the employee's coverage as follows:

Coverage	Annual Amount
Employee only:	799.00
Employee and spouse:	1518.00
Employee, spouse and first dependent:	1867.00
Employee, spouse and two dependents:	2163.00

Section 3. Life Insurance. The City agrees to provide and pay for group life insurance coverage on all Employees in a face amount of \$50,000. Each Employee may designate the beneficiary on such coverage.

Section 4. The City shall provide an Employee paid disability insurance program. Membership in the disability plan, together with mandatory payroll deduction, shall be a condition of employment for all LEOFF-II Employees. The City will increase the Employees' deferred compensation match by the amount of the disability premium deducted from the Employee's paycheck.

Section 5. The City shall provide and pay for a group vision insurance program (VSP with second pair rider) for Employees, their spouse and their eligible dependents.

Section 6. The City shall provide a group dental insurance program for Employees and their dependents in the form of AWC Plan "F-5" or a plan with substantially the same benefits. The City will pay 100% of the premiums for the Employees, and 90% of the premiums for their spouse and eligible dependents.

Section 7. For insurance plans provided pursuant to this Agreement, both parties will be bound by required plan changes.

Section 8. The City may provide, at no cost to the Employee, a Section 125 Plan for tax deferred payment of IRS identified health care expenses.

Section 9. Medical Insurance “Opt Out” Election: Captains may choose to “opt out” of the City’s medical insurance coverage and be eligible to receive a premium rebate as follows. (Note: for the Captain to “opt out” they must provide annual proof of coverage for themselves under another group medical insurance plan. Proof of coverage may also be requested by the City at any other time.) Monthly rebates shall be divided among pay periods (24 per year) and pro-rated for eligible part-time employees and period worked. New employees who opt out shall be eligible for a rebate the first pay period they are employed.

	Employee Opt Out	Spouse and Dependents Opt Out
Monthly Rebate	\$110.00	\$220.00
Requirement	Must provide annual proof of coverage and enrollment under another group medical insurance plan.	Employee declines coverage for eligible spouse and dependents.

ARTICLE 15 - CLOTHING AND EQUIPMENT

Section 1. Police Captains shall receive uniforms and other equipment pursuant to the Quartermaster system in effect at the date of the execution of this Agreement.

Regular clothing for Captains assigned to the Patrol Operations Division shall be either a uniform or professional civilian clothing. Regular clothing for Captains assigned to other divisions shall be professional civilian clothing.

The Employer agrees to pay up to \$50 per month towards cleaning services to each member of the bargaining unit required to wear uniforms on a regular (daily) basis, provided that an agreement is reached with a single firm or company to provide this service. The Union is responsible for securing an agreement with a single firm or company to provide this service.

If Captains are mandated by the Employer to wear a suit and tie or the equivalent as a regular (daily) uniform, they shall be provided a pro-rated annual reimbursement for clothing expenses up to a maximum of \$750 per calendar year.

Section 2. Retirement. After serving as a commissioned officer for a period of ten or more years with the City, any Captain retiring under good standing will be given a retirement wallet badge, wallet, and identification card.

ARTICLE 16 – HOURS OF WORK

Section 1. Core Work Day / Week. Recognizing that flexibility is required in the scheduling of assignments for command personnel, the positions covered by the Union are FLSA Exempt. The Captains core work week shall be Monday through Friday forty (40) hours per week. The normal work schedule shall be five (5) eight (8) hour days, beginning between 0800 - 0900 hours and ending between 1600 – 1700 hours, or four (4) ten (10) hour days, beginning between 0700 – 0800 hours and ending between 1700 – 1800 hours, as mutually agreed upon by the Captain and the Employer. It is recognized that members of the Union are allowed a level of flexibility to adjust their core work hours on a case-by-case basis on the demands of their individual assignments.

- a. One of either the Patrol Operations Division or the Special Operations Division captain's core work hours shall be either four (4) ten (10) hour days per week during Monday through Friday approximately 1000 – 2000 hours, or five (5) eight (8) hour days per week during Monday through Friday approximately 1100 – 1900 hours. The normal flexibility allowed an FLSA Exempt position shall continue to apply. It is recognized that members of the Union are allowed and expected to flex and adjust their core work hours on a case-by-case basis based on the demands of their individual assignments.
 1. This shall occur only if a minimum of four (4) captain positions are filled, with one captain position assigned as Patrol Operations Division commander and one captain position assigned as the Special Operations Division commander (acting captain positions apply, as long as they are full time).
 2. If any captain volunteers for this assignment, that captain shall receive the assignment. If more than one captain volunteers for this assignment, the Chief of Police shall choose which of those captains receives the assignment. If no captains volunteer for this assignment, the captain with the least classification seniority (as defined in Article 18, Section 1 of the Collective Bargaining Agreement) shall receive this assignment. Any Captain appointed after January 1, 2014 may also be assigned by the Chief to this assignment.

ARTICLE 17 – ASSIGNMENTS AND ON-CALL DUTIES

Section 1. The parties agree to establish an on-call program as follows:

- a. Captains shall rotate primary and secondary after hours on-call responsibilities for each of the Divisions. This responsibility shall rotate between commanders so that each commander assumes primary after hours on-call responsibilities for two weeks during every four week period.
- b. The Captains shall determine the schedule for primary on-call rotations. Captains shall ensure that at least two Captains are serving in the primary on-call capacity unless excused by the Deputy Chief of Police.
- c. While assuming primary after hours on-call responsibilities, a captain must be available for contact by phone 24 hours a day, seven days a week, unless excused in advance by the Deputy Chief. In addition, the captain must be physically and mentally alert and available to respond to after-hour call-outs and major crime scenes within a 30 – 45 minute driving time from the time of the call-out.
- d. When not assuming primary on-call responsibilities, captains shall be assigned to secondary on-call unless excused in advance by the Deputy Chief (e.g., vacations, special events). Captains assigned to secondary on-call shall be available for contact by phone 24 hours a day, seven days a week, and may be required to respond to emergency events should primary on-call staffing not be sufficient for the event.

Section 2. The Union recognizes that it is necessary and appropriate for the effective and efficient operation of the Department, and the training and career development of the Captains, to periodically reassign the Captains and rotate assignments. The Chief shall have the right to reassign and rotate Captains. Prior to reassignment, the Chief shall obtain and consider input and recommendations from the affected Captains prior to making a decision.

ARTICLE 18 - SENIORITY

Section 1. Classification Seniority shall be established upon promotion to a regular full-time budgeted captain position within the bargaining unit. Classification seniority shall be the total length of continuous service based upon the date of hire to or promotion to the position. Captains who were appointed to and served as the Deputy Police Chief prior to April 1, 2009, shall have that time included with their classification seniority as a captain.

Department Seniority is the total length of continuous service based upon the date of hire with the Employer.

An employee's Classification Seniority shall be reduced to reflect any period of unpaid leave of thirty (30) continuous days or more. Classification Seniority shall continue to accrue and the employee's anniversary date shall not be adjusted for periods of legally protected leave, such as FMLA, L&I or military leave adjusted for periods of up to six (6) months (or as otherwise required by USERRA).

Section 2. Application of Seniority. In the event of layoff within the Union, classification seniority shall be utilized to determine the order in which employees shall be laid off. The

least senior regular employee(s) within the classification shall be the first employee(s) affected in a layoff. Department seniority shall be determinative in the event of two employees having the same classification seniority.

Section 3. Loss of Classification Seniority. An employee will lose classification seniority rights by and/or upon resignation, discharge, demotion, retirement, or failure to respond to an offer of recall to a Captain's position or comparable position. Employees who are re-employed into a Captain's or comparable position following the loss of their classification seniority shall be deemed a newly-hired employee for all purposes under this Agreement, except for employees recalled consistent with Section 5 and the time-lines therein, who shall regain the classification seniority that they had as of their last date of employment.

For purposes of this Article, "comparable position," shall be defined to include a position within the bargaining unit which has the same salary pay range, educational and experience qualifications as the Captain position.

Section 4. Layoffs. A layoff is identified as the reduction in the number of employees within the Captain rank.

Any employee being laid off shall be given written notice of such layoff thirty (30) calendar days prior to the layoff. If the Employer does not provide thirty (30) calendar days written notice, the Employer shall compensate the employee at his or her regular rate of pay for the time between the last day of work and thirty (30) calendar days from the date the employee receives the notice of layoff, in addition to any other compensation due the employee. An employee notified of layoff shall be entitled to the layoff and recall provisions and protections as provided in the Civil Service Rules. Employees who have accepted a position of lesser rank shall be placed on the recall list.

The Union shall receive a copy of the written notification of the layoff to the employee by the Employer. Upon the Union's request, the Employer and the Union shall meet in advance of the layoff to discuss the purpose, scope and duration of the layoff and to review any suggestions concerning possible alternatives. This procedure shall not preclude the Employer from requesting volunteers to take leaves of absence without pay, provided the Employer notifies the Union of the proposed request.

- a. Captains who were appointed to and served as the Deputy Police Chief or Acting Deputy Police Chief shall have the time served as a Deputy Policy Chief or Acting Deputy Chief included and combined with their classification seniority as a Captain.
- b. In the event a Deputy Chief or Acting Deputy Chief requests reversion to a Captain position, is reverted at the request of the Chief, or is laid off, the Deputy Chief or Acting Deputy Chief may assume a Captain position; provided that the reversion or demotion in lieu of layoff of the Deputy Chief or Acting Deputy Chief does not result in reversion or demotion of a Captain to a position lower than the commissioned position with a rank directly below the Captain's rank.

- c. The Deputy Chief or Acting Deputy Chief will revert or voluntarily demote to a Captain position consistent with their classification seniority. In the event of two employees having the same classification seniority, Department Seniority shall be determinative. As set forth above, Captains impacted shall have the layoff, recall and bumping rights provided for in the Civil Service Rules.
- d. The parties acknowledge the importance of encouraging promotional opportunities within the Department. Therefore, items a, b, and c of this Section will only apply to Deputy Chiefs and Acting Deputy Chiefs who previously served as Captains of the Department and were members of the Union, directly prior to their promotion to Deputy Chief or Acting Deputy Chief.
- e. The parties acknowledge the desire of having Acting Deputy Chief and Deputy Chief positions filled by Captains of the Department who are qualified for the position. Therefore, the City will conduct a selection process for an open Acting Deputy Chief or Deputy Chief position. The Chief of Police will interview qualified Captains who apply for the position prior to opening the process for other candidates. The Chief retains the discretion to determine, in his or her judgment, who is the most qualified candidate for the position.
- f. In the event that the Civil Services Rules are changed in any way that affects the application of layoffs, recalls, or voluntary reduction in rank for the employees of the Bothell Police Department, the parties agree to meet and revisit Article 18, Section 4 of this Agreement.

Section 5. Recall. The names of employees laid off shall be kept on an eligibility list for recall by Human Resources. The list shall remain active for twenty-four (24) months from the date of layoff. Employees on the recall list shall be given first opportunity for vacant Captain's positions or comparable positions within the bargaining unit, or positions of lesser rank prior to outside hiring by the Employer. Classification seniority shall be determinative in the identification of which employee is to be recalled, when there is more than one on the recall list who is qualified and/or have previously performed a position.

Any notice of an offer of re-employment shall be sent by certified mail, return receipt requested, to the employee's last address of record on file with the Human Resources Department. It is the employee's responsibility to keep the City advised of his or her current address. If employees on the recall list elect not to accept an offer to return to work in the former or a comparable position or fail to respond within fourteen (14) consecutive days of the offer of recall, they shall be considered to have terminated or abandoned their right to re-employment and relinquished all recall rights.

Section 6. The parties agree to meet and revisit this Article if at some future date there is a change in classification for the Captain rank.

Section 7. Reversion to Captains Union. The City and Union agree to reopen the contract six months from the date approved by the City Council to discuss during labor management the return of an internally promoted Deputy Chief or Chief to the Captains Union.

ARTICLE 19 – ASSIGNED VEHICLES

Captains shall be assigned a City vehicle for use during the course of business, and while serving in on-call capacity. Such utilization shall be consistent with Department policies and standard operating procedures.

ARTICLE 20 - CLOSING CLAUSES

Section 1. This Agreement shall remain in force after its expiration where negotiations between the Employer and the Police Captains have not resulted in a new Agreement, until such time as a new Agreement is reached or either party serves written notice on the other party of its intention to terminate the agreement.

Section 2. Savings Clause. If any Article or Section of this Agreement should be found invalid, unlawful or unenforceable by reason of existing or subsequent enacted legislation or by judicial authority, all other Articles and Sections of this Agreement shall remain in full force and effective for the duration of this Agreement. In the event of invalidation of any Article or Section, the Employer and the Police Captains agree to meet for the purpose of renegotiating said Article or Section.

Section 3. Work hours, shifts or personnel assignments may be changed temporarily by the Employer where an emergency exists.

ARTICLE 21 - TERM OF AGREEMENT

This Agreement shall become effective upon ratification by the Bothell Police Captains and approval by the City Council, economic terms shall be retroactive to January 1, 2021 unless otherwise specified herein, and shall remain in effect through December 31, 2023.

Date approved by City Council: .

Date ratified by the Bothell Police Captains:

Signed this 13 day of April, 2021

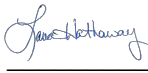
By: 

City Manager
CITY OF BOTHELL


Mike Johnson (Apr 16, 2021 15:39 PDT)

President
BOTHELL POLICE CAPTAINS

PUBLIC SAFETY EMPLOYEES
UNION

Attest: 

City Clerk