Collective Bargaining Agreement

By and Between

City of Bremerton

and

Bremerton Police Management Association

January 1, 2016 through December 31, 2017

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BY AND BETWEEN
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AND
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LABOR AGREEMENT BY AND BETWEEN
THE
CITY OF BREMERTON
AND
BREMERTON POLICE MANAGEMENT ASSOCIATION

JANUARY 1, 2016 THROUGH DECEMBER 31, 2017

PREAMBLE

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

ARTICLE 1 ..... DISCRIMINATION ALLEGATIONS

1.1 An employee who believes that he or she has been the subject of unlawful discrimination on the basis of political affiliation, age, sex, marital status, race, creed, color, religion, national origin or activity protected by RCW 41.56 shall seek relief through the City's Equal Employment Opportunity Complaint Procedure or the appropriate state or federal agency charged with investigating such matters and shall not process such complaints through the Grievance Procedure of this Agreement.

ARTICLE 2 ..... RECOGNITION

2.1 The City recognizes the Association as the sole and exclusive bargaining representative for the purpose of negotiations concerning wages, hours and conditions of employment for all employees in classifications set forth in Appendix A and such classifications as may be added to the bargaining unit during the term of this Agreement.

ARTICLE 3 ..... ASSOCIATION ACCESS

3.1 Association 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 and is authorized by the Police Chief.

ARTICLE 4 ..... SALARIES

4.1 **MONTHLY SALARY RATES** -- Monthly salary rates shall be paid as set forth in Appendix A which is attached hereto and made a part hereof. Appendix A will be changed as necessary to reflect the following:

4.1.1 The salary rates for Police Lieutenant and Police Captain will be set so as to maintain the following differentials:

4.1.1.1 The Police Lieutenant base salary at step 1 will be not less than six point seven percent 6.7% above the top step Police Sergeant base pay rate.

4.1.1.2 The Police Captain base salary at step 1 will be not less than 4.2% above the top step Police Lieutenant base pay rate.

4.1.1.3 The percentage between each pay step is 2.25%.

4.1.3 Effective January 1, 2016, employees will receive a two and one half percent (2.5%) wage adjustment. The adjustment will be extended out three (3) decimal points.

4.1.4 Effective January 1, 2017, employees will receive a two percent (2%) wage adjustment. The wage adjustment will be extended out three (3) decimal points.

4.1.5 In the event that the Bremerton Police Officers Guild (BPOG) receives a wage adjustment in any year of their contract that exceeds the amount(s) above, then the Bremerton Police Management bargaining unit shall also receive the same additional amount as long as they meet any requirements for receiving the additional increase (example: switching medical plans).

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

Length of Continuous Service	Rate Per Hour
0 through 5 years continuous employment	0%
6 through 10 years continuous employment	1.25%
Commencing 11 through 15 years continuous employment	2.25%
Commencing 16 through 20 years continuous employment	3.50%
Commencing 21 through 25 years continuous employment	7.75%
Commencing 26 years and over continuous employment	9.00%

4.3 **PAY RATE WHEN PROMOTED TO A HIGHER CLASSIFICATION WITHIN THE BARGAINING UNIT** -- An employee promoted to a higher classification within the bargaining unit, will receive at least the entry step of the new pay band or a step at least five percent (5%) higher, whichever is greater. However, no employee may be advanced beyond the final step of the new pay band.

4.3.1 The employee's advancement to the next step of the new pay band will be based on the effective date of their promotion to the higher classification.

4.4 **STEP ADVANCEMENT** -- Advancement from Step to Step will occur upon the positive recommendation of the Police Chief and after completion of twelve (12) continuous months of service in each step, based upon satisfactory attainment of established performance standards, and overall satisfactory performance. Step increases may be withheld for a maximum of six (6) months. 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. The denial of a step increase is subject to the grievance procedure.

4.5 **TEMPORARY/PROVISIONAL ASSIGNMENT TO HIGHER LEVEL POSITION** -- The Police Chief or, in the absence of the Chief, the Mayor may provide a written directive to an employee to perform all or a part of the duties and accept all or a part of the responsibilities of a higher level classification, The employee so directed shall have his/her pay rate adjusted for the duration of the assignment as if he/she had been promoted to the higher classification provided, however, that such adjustment shall be not less than 5%. Other benefits provided such an employee through the provisions of this agreement shall not be affected, and no benefits of the higher level classification shall apply to the employee during the assignment. This provision shall not apply in situations when the Police Chief designates an employee to serve in an "Acting" capacity less than 30 work days during the absence of the Police Chief or a Captain (Division Commander) due to vacations, while attending conferences, and other such usual and customary absences

4.6 **DEFERRED COMPENSATION** – Effective January 1, 2016 the City will contribute five percent (5%) of an employees' base monthly salary to their Deferred Compensation Plan. Effective January 1, 2017 the City will contribute five and one half percent (5.5%) to their Deferred Compensation Plan.

4.7 In the event that the Bremerton Police Officers Guild (BPOG) receives a Deferred Compensation contribution by the City in any year of their contract that exceeds the amount listed in Article 4.6 above, then the Bremerton Police Management bargaining unit shall also receive the same additional amount.

ARTICLE 5 ..... HOURS OF WORK

5.1 Employees shall work such hours as are assigned by the Police Chief which shall be at least forty (40) hours per week, including paid holiday, vacation and sick leave time. In addition, employees shall serve on emergency standby status during such periods as are assigned by the Police Chief and are subject to emergency callback at any time. Employees covered by this agreement are salaried and exempt from the overtime provisions of the Fair Labor Standards Act.

ARTICLE 6 ..... VACATION LEAVE

6.1 **VACATION ACCRUAL** -- Employees shall accrue vacation time with pay for all regularly scheduled work time including paid leave time pursuant to the following schedule:

PERIOD OF CONTINUOUS FULL TIME EMPLOYMENT

Date of Hire through	Hours Accrued/Year
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

6.1.1 In the event that the Bremerton Police Officers Guild (BPOG) receives a Vacation accrual in any year of their contract that exceeds the accrual schedule as shown in 6.1 above, then the Bremerton Police Management bargaining unit shall also receive the same additional amount of accrual.

6.2 **VACATION ELIGIBILITY** -- An employee becomes eligible to take accrued vacation time upon completion of six (6) months of continuous employment with the City. Vacation time must be fully accrued prior to the time an employee takes any vacation time off.

6.3 **VACATION SCHEDULING** -- Annual vacation leave shall be authorized by the Police Chief or the Chief's designee. Personnel shall schedule vacation leave by mutual agreement of the employee and the Police Chief or the Chief's designee.

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

Years of Continuous Employment	Maximum Balance
0 through Five (5) years	160 hours
More than Five (5) years	300 hours

Vacation leave may be accumulated up to a maximum of three hundred (300) hours as of December 31st, of any calendar year. Employees with more than three hundred (300) hours accrued as of December 31st will be paid for any accrual over three hundred (300) hours, up to a maximum of 80 hours. Payment shall be made the pay period ending January 15th. Any accrual in excess of the 80 hours maximum payout shall be forfeited, and the vacation leave balance shall be reduced to 300 hours.

6.5 **VACATION PAY-OUT** -- Upon the retirement or termination of an employee who has served six (6) continuous full months of employment or more with the City 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.

ARTICLE 7 ..... HOLIDAYS

7.1 **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
Independence Day	Christmas

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.

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

7.3 **ALTERNATIVE DAYS OF HOLIDAY OBSERVATION** -- If a holiday observed by the City falls on a Saturday, the holiday will be observed on the preceding Friday. If a holiday falls on a Sunday, the holiday will be observed on the following Monday. If the day a holiday is observed by the City falls on an employee's regularly scheduled day off, the employee shall receive an alternate day as a paid holiday.

7.4 **HOLIDAY COMPENSATION** -- An employee shall receive eight (8) hours of time off with pay for each holiday observed by the City and for a floating holiday of each employee's choice.

ARTICLE 8 ..... SICK LEAVE AND INDUSTRIAL DISABILITY

8.1 **SICK LEAVE ACCRUAL** -- Employees shall accrue sick leave time with pay at the rate of .046154 hours for all normal hours of work including paid leave.

8.2 **MAXIMUM SICK LEAVE ACCRUAL** -- Employees shall be able to accrue sick leave to a maximum of one thousand two hundred (1,200) hours as of December 31st of each year.

8.3 **SICK LEAVE WORK PERFORMANCE BONUS** – Employees who accrue over the 1200 hour maximum may cash out 50% of the hours over the 1200 hours and receive this bonus on the pay period ending January 15th, and their sick leave balance will be reduced to 1200 hours.

8.4 **SICK LEAVE INCENTIVE:** An employee who takes thirty-two (32) hours or less of sick leave in any full calendar year shall have eight (8) hours added to his or her vacation leave balance at the beginning of the following calendar year.

8.5 **SICK LEAVE RETIREMENT OR DEATH PAYMENT** -- An employee who retires from City service on a service retirement shall be provided a Sick Leave Retirement Payment of thirty-five percent (35%) of the employee's accrued and unused sick leave hours to a maximum of 35% of 1200 hours (a maximum total of 420 hours). The Sick Leave payout will be placed into the employees Health Savings/Retirement Account. The payout will reflect the employee's regular hourly wage rate in effect at the time of retirement. In the event of death of the employee, the payout will be paid to their designated beneficiary.

8.6 **SICK LEAVE USE** -- Sick leave must be accrued prior to use by an employee. Sick leave shall be made available to each employee up to the amount of each employee's accrued sick leave balance hours due to:

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

8.6.2 Providing care for: a) a child of the employee under the age of 18 when they have a health condition that requires supervision or treatment; or b) a spouse, parent, parent-in-law or grandparent of the employee who has a serious health condition or an emergency condition.

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

8.6.4 Upon the birth or adoption of a child, a father may use up to three (3) days of accrued sick leave or claim FMLA leave pursuant to Federal Law as may be amended from time to time.

8.6.5 Providing care for an employee's immediate family member as provided for in Section 8.5.2 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.

8.7 **NOTIFICATION OF SICK LEAVE USE** -An employee who is absent or expects to be absent from work due to causes specified in 8.5 above, shall provide notification as follows:

8.7.1 **ROUTINE APPOINTMENTS** -- An employee who schedules a routine medical, dental, or oculist appointment shall make every reasonable effort to schedule such an appointment at a time which will cause the least interference with the employee's work hours and duties. The employee shall give prior notice of the date and time of the appointment to his or her immediate supervisor. An employee's immediate supervisor may request that the employee reschedule routine appointments when, in the judgment of the supervisor, 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.

8.7.2 **UNANTICIPATED ABSENCE** -- An employee who is absent from work or will be unable to report to work as scheduled due to personal illness or injury, or for other causes specified in Section 8.5 above, shall promptly notify the department by telephone or otherwise by 0800 of the day of his or her scheduled work day.

8.7.3 **SICK LEAVE DURING AUTHORIZED PAID LEAVE** -An employee who becomes ill or is injured during the employee's paid vacation may request the conversion of such paid leave to sick leave with pay by promptly notifying the department of the illness or injury and providing such information as is required by the department to verify the appropriateness of such a conversion.

8.8 **SICK LEAVE DOCUMENTATION AND APPROVAL** -- An employee who has been absent on sick leave shall, within thirty-six hours after returning to work, submit such forms and provide such information as are required by the Department to approve the use of sick leave with pay for the absence. The Department may require an employee to demonstrate that he or she has sought treatment, taken appropriate precautions or otherwise affected measures to correct the condition causing the employee's absence. Such demonstrations may take the form of personal statements of the employee, medical examinations or certifications of appropriate professionals, or other methods appropriate to the circumstances. The Department may require an employee to provide certification by a professional physician that the employee is sufficiently recovered as to be able to return to work without posing a health hazard to himself or herself or to other members of the workforce. Sick leave must be approved by the Department prior to payment. The Department shall not unreasonably withhold approval of sick leave with pay from employees.

8.8 **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 9 ..... OTHER PAID LEAVE

9.1 **BEREAVEMENT LEAVE** - An employee will be granted up to five (5) days of bereavement leave for attending funerals in the State of Washington and up to seven (7) days for out of state funerals of members of the employee's immediate family. Immediate family shall be defined as spouse, child, stepchild, mother, father, mother/father in-law, brother, sister, bother/sister in-law, grandparents and grandchildren of both the employee and the employee's spouse. The first three days of bereavement leave annually shall be paid 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.

9.2 **JURY DUTY, WITNESS LEAVE** - An employee shall be granted leave of absence with pay for the purpose of reporting to Jury Duty or if subpoenaed as a witness. Any juror or witness fees received by the employee for the performance of such duties shall be assigned to the City.

9.3 **MILITARY LEAVE** - An employee who presents official orders requiring his/her attendance for a period of training or other active duty as a member of the United States Armed Forces or the State National Guard shall be entitled to military leave with no loss of pay for a period not to exceed twenty-one (21) work days annually. Authorized leave of absence for additional or longer periods of time for assignment to duty functions shall be without pay and shall be granted by the City. An employee on military leave without pay shall not accrue any leave benefits. 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). During periods of military conflict, employees are entitled to up to fifteen (15) days of unpaid leave before their spouse is deployed or while their spouse is on leave from deployment.

9.4 **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 10 ..... RETIREMENT BENEFITS

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

ARTICLE 11..... INSURANCE BENEFITS

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

- KPS Plan "A" will be moved to KPS Plan "B" through December 31, 2016.
- Effective January 1, 2017 LEOFF Trust Plan F.
- Group Health Cooperative for Employees and Dependents or another plan of equivalent coverage approved by the Insurance Benefit Committee.

11.2 **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.

11.2.1 **STIPEND IN LIEU OF MEDICAL COVERAGE** - An employee who waives the right to obtain medical insurance coverage through the City and who provides proof of credible coverage through his/her spouse or other source shall be entitled to receive a stipend of one hundred fifty dollars ($150.00) per month, payable in the amount of seventy-five dollars ($75.00) per pay. Employees shall be required to notify Human Resources, in writing, during open enrollment, of their desire to waive medical coverage, or at anytime during the year if a qualifying event occurs which would change their status (e.g. marriage, divorce, spouse loss of job or medical coverage). . Since both LEOFF Trust and Group Health 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.

11.2.2 In the event that the Bremerton Police Officers Guild (BPOG) receives a Stipend by the City in any year of their contract that exceeds the $150.00/month, then the Bremerton Police Management bargaining unit shall also receive the same additional amount.

11.3 **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. Any other plan must be approved by the Insurance Benefit Committee.

11.4 **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 through the provisions of policies held by the City with Standard Insurance Company. The City shall pay a maximum of $20.00 per month per eligible and enrolled employee toward premium costs as of the first (1st) of the month following ratification of the Agreement. The remainder of all premium costs shall be borne by the enrolled employee and shall be paid to Standard Insurance Company through payroll deductions authorized by each enrolled employee.

11.5 **INSURANCE COMMITTEE** -- The Insurance Benefits Committee shall be comprised off the following members: Mayor or designee, Human Resources Manager or designee, Financial 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.

NOTE: Due to continuing significant premium increases for Health Insurance coverage, the City will be working with the Group Insurance Selection Committee to address cost containment measures for coverages and employee contributions. The Union shall work with the Insurance Benefits Committee to evaluate alternatives to the current insurance benefit plans. If an agreement is reached on an alternative, implementation can occur as soon as legally possible.

ARTICLE 12 ..... UNIFORMS

12.1 **PURCHASE OF UNIFORMS** -- Each police officer shall be furnished uniforms as designated by the Chief of Police. Such uniforms shall be replaced on an as needed basis from the Clothing Allowance Fund, as determined by the Police Department Administration Office. All uniforms purchased by the Employer are to be and remain the property of the Employer.

12.2 Effective January 2016, The City will provide employees the sum of one hundred fifty dollars ($150.00) dollars annually for the purchase of footwear. Employees will receive this payment the pay period ending January 31th.

ARTICLE 13 ..... PERSONNEL PRACTICES

13.1 **DEFINITIONS** – For the purpose of interpreting the provisions of this agreement, the following definitions shall apply:

13.1.1 **Probationary Employee**: An employee serving a twelve-month period commencing upon the initial date of hire as a permanent employee during which the employee may be discharged at the sole discretion of the City, consistent with applicable Civil Service Rules and Regulations and without recourse to the grievance procedure.

13.1.2 **Promotional Probation**: A twelve-month period commencing upon the initial date of a permanent promotional appointment during which a promoted employee who is unable to perform the duties of the higher level position shall be returned to his or her previous classification at the time of appointment at the sole discretion of the Chief of Police consistent with applicable Civil Service Rules and Regulations, and without recourse to the grievance procedure.

13.1.3 **LEOFF II Employee**: An employee who qualifies for and is a member of the Washington State Retirement System commonly known as "LEOFF I1".

13.2 **PROMOTIONS AND VACANCIES**- All personnel reductions, filling of vacancies and promotions shall be handled in accord with existing Civil Service Rules and Regulations and shall not be subject to the grievance procedure.

13.3 **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.

ARTICLE 14.....EDUCATIONAL INCENTIVE

Employees shall be eligible to receive Educational Incentive pay according to the following:

14.1 Associate's Degree or equivalent (90 quarter or 60 semester hours) Two percent (2%) Bachelor's four percent (4%)

Master's Degree to be added if given to other bargaining units within the City

14.2 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.

14.3 Educational Incentive pay shall not be cumulative and it shall be the responsibility of the employee requesting educational incentive pay to provide the City with certified transcripts of his/her hours earned and/or degree(s) awarded. Educational Incentive shall be paid to the employee beginning the next pay period following receipt of the documentation, and shall not be retroactive.

14.4 In the event that the Bremerton Police Officers Guild (BPOG) receives an Educational Incentive in any year of their contract that exceeds the percentages listed in 14.1 above, then the Bremerton Police Management bargaining unit shall also receive the same additional amount.

ARTICLE 15 ..... MANAGEMENT RIGHTS

15.1 Any and all rights concerned with the management and operation of the Police Department are exclusively that of the City unless otherwise provided by the terms of this Agreement. The City has the right, among other actions, to adopt rules' for the operation of the Department and conduct of the employees, to discipline, suspend or discharge employees for cause, to assign work and determine duties of employees, to determine number of personnel to be assigned duty at any time, to determine and introduce new work methods or facilities to increase productivity for operation of the Department and to perform all of the functions not otherwise expressly limited by this Agreement. Provided, nothing herein shall be construed as a waiver of collective bargaining rights conferred on the parties by RCW 41.56.

ARTICLE 16 ..... GRIEVANCE PROCEDURE

16.1 DEFINITIONS

16.1.1 **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.

16.1.2 **CIVIL SERVICE APPEAL** -- An appeal is an allegation of a violation of the Civil Service Rules which is to be resolved through the Civil Service Appeals procedure and is not resolvable through this Grievance Procedure.

16.1.3 **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.

16.2 **STEP 1** -- An employee who believes that the terms and conditions of this agreement have been violated shall first discuss the action giving rise to the belief with the Police Chief within fourteen (14) calendar days of the date the action took place or within fourteen (14) days of the date upon which the employee could reasonably have been expected to know of such action. The employee shall have the right to be assisted by an authorized Association representative during this discussion.

16.3 **STEP 2** -- In the event that the Police Chief does not resolve the grievance to the satisfaction of the employee at Step 1 of this procedure, the employee shall reduce the grievance to writing and shall state: the section (or sections) of this agreement which is 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. The employee shall have the right to be assisted by an authorized Association representative in reducing his or her grievance to writing. The employee shall present the written grievance to the Police Chief within fourteen (14) calendar days of the date the employee met with the Police Chief. The Police Chief will reduce his or her decision on the grievance to writing and shall transmit the decision to the employee with a copy to the Association representative within fourteen (14) calendar days of receiving the written grievance.

16.4 **STEP 3** -- In the event that the Police Chief does not resolve the grievance to the satisfaction of the employee at Step 2 of this procedure, the Association shall, on behalf of the employee, transmit a copy of the original grievance along with a copy of the Police Chief's written response to the Director of Human Resources and the Mayor within fourteen (14) calendar days of receipt of the Police Chief's written response. The Director of Human Resources and the Mayor shall consider the grievance and may convene a meeting with the Association representative in an attempt to resolve the grievance. The Director of Human Resources shall reduce his or her decision to writing within fourteen (14) calendar days of receipt of the grievance and transmit the decision to the Association.

16.5 **STEP 4** -- In the event that the Director of Human Resources and the Mayor do not resolve the grievance at Step 3 of this procedure, the Association may request arbitration of the issue by written notification to the Director of Human Resources. The Director of Human Resources and the Association shall meet within fourteen (14) calendar days of the date upon which the Director of Human Resources rendered his or her written decision on the grievance and shall select a neutral arbitrator by mutual agreement or through a mutually agreeable process.

16.6 **POWERS AND DUTIES OF THE ARBITRATOR** -- It shall be the duty of the arbitrator to conduct a hearing on the issue or issues submitted by the parties for decision. The hearing shall be kept informal and private. The arbitrator shall interpret the provisions of this agreement as they apply to the issue or issues submitted for decision and shall not add to, subtract from nor in any way otherwise alter nor recommend the alteration of the terms and conditions of the agreement in deciding the matter. As soon as is practicable after conducting the hearing, the arbitrator shall render a written decision which shall be binding upon the parties.

16.7 **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.

16.8 **TIME LIMITS** -- Time limits established in this procedure shall be strictly adhered to but may be waived by mutual agreement of the Association and the City. All procedures contained herein shall be complied with as expeditiously as practicable.

ARTICLE 17 ..... SMOKING POLICY

17.1 The provisions of Human Resources Policy 3-50-05, Smoking Policy, will apply to employees represented by Bremerton Police Management Association., with the following exception:

17.1.1 Employees may smoke outside but must be at least twenty-five feet (25') from the entrance to any Police Department facility, pursuant to State law.

ARTICLE 18 ..... POLICE OFFICERS' BILL OF RIGHTS

The wide ranging powers and duties given to the Police Department and its members involve them in all manner of contacts and relationships with the public. Of these contacts come many questions concerning the actions of members of the force. These questions often require immediate investigation by superior officers designated by the Chief of the Bremerton Police Department. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following guidelines are promulgated:

18.1 **Internal Investigation Defined** - For the purposes of this Appendix, the term "internal investigation" means an investigation by or under the authority of the Chief of Police of activities, circumstances or events pertaining to the conduct or acts of a City law enforcement employee. Such investigation shall be deemed a "criminal investigation" where it is suspected that such conduct or acts are or may be the basis for filing a criminal charge against such employee, and shall be deemed a "major investigation" where it is suspected that such conduct or acts may also or alternatively be the basis for discharge, suspension or other discipline of such employee.

18.2 **Employee Advised of Alleged Misconduct** - Every employee who becomes the subject of an internal investigation shall be advised at the time of any interview in connection therewith that, as the case may be, (s)he is suspected of:

18.2.1 Committing a criminal offense.

18.2.2 Misconduct which would be grounds for termination, suspension, or other disciplinary action; or that (s)he may be qualified for continued employment with the Police Department. At the time of the interview such employee shall also be informed of the name of the officer in charge of the investigation and the name of the officer who will be conducting the interview.

18.3 **Representation by Counsel** - Any employee who becomes the subject of a criminal investigation may have legal counsel present during all interviews of such employee. Such representation by

counsel shall be confined to counseling and shall not be authority for any participation by counsel in the investigation.

18.4 **Employee to be Informed in Writing-Recorded Interviews** - In the case of any major investigation and before any interview commences, the employee to be interviewed shall be informed in writing of the nature of the investigation including information necessary to reasonably appraise him/her of the allegations of any complaint and (s)he shall be afforded an opportunity and facilities to contact and consult privately with an attorney of his/her own choosing before being interviewed.

Such employee may request that the interview be recorded, either mechanically or by a stenographer, and no questions shall be asked "off the record". Upon request, the employee under investigation shall be provided an exact copy of any written statement (s)he has signed and a verbatim transcript of any interview of such employee.

18.5 **Interviewing Procedures** - Interviews shall be held at a reasonable hour and preferably when the employee to be interviewed is on duty unless the exigencies of the interview indicate otherwise. Whenever possible, interviews shall be scheduled during the normal work day of the City. Interviewing shall be completed within a reasonable time and shall be accomplished under circumstances devoid of intimation or coercion. The employee being interviewed shall be entitled to such intermissions as (s)he shall request for personal necessities, meals, telephone calls, and rest periods. All interviewing shall be limited to the conduct or acts of the employee under investigation which form or may form the basis for disciplinary action, termination of employment or the filing of a criminal charge.

18.6 **Intimidation of Employee Prohibited** - No employee under investigation shall, as a guise for obtaining such employee's resignation, be falsely threatened with dismissal or other disciplinary action should (s)he refuse to resign, nor shall (s)he be subjected to abusive language or in any other manner intimated or offered promises or reward as an inducement to answer questions.

ARTICLE 19..... MANAGEMENT CERTIFICATIONS

19.1 An employee who currently holds or obtains management certifications through the Washington State Criminal Justice Training Commission will receive additional compensation for each certification as listed below:

Middle Management Certification	One point seven-five percent (1.75%)
Executive Certification	Two and one/half percent (2.5%)

Maximum additional compensation is capped at 4.25%

ARTICLE 20 .....LIFE INSURANCE/MEDICAL SAVINGS ACCOUNT

20.1 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. In the event that the Bremerton Police Officers Guild (BPOG) receives Life Insurance in any year of their contract that exceeds $200,000 then the Bremerton Police Management bargaining unit shall also receive the same additional amount.

20.2 **RETIREMENT MEDICAL SAVINGS ACCOUNTS:** The City shall contribute one hundred dollars ($100.00) per month on behalf of each employee to a Health Retirement Savings Account mutually agreed upon between the City and the BPMA. In the event it is determined that the $100.00 contribution causes the City to pay Cadillac taxes, both parties agree that this article will be opened for negotiations. The parties will negotiate a reduction in the amount that is contributed to the HRA and a way to compensate employees for the amount of the reduction.

20.3 The City shall contribute a lump sum of one thousand one hundred and seventy five dollars ($1,175.00) for 2016 into each employee's Health Retirement/Savings Account. This is in addition to the $100.00 per month per section 20.2 above. Effective January 1, 2017 the City's annual contribution will increase to one thousand two hundred and twenty-five dollars ($1,225.00) this contribution will take place the pay period ending February 15th.

ARTICLE 21 ..... SEVERABILITY

21.1 In the event that any provision of this Agreement is held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal pending a final determination as to its validity, the remaining provisions of this Agreement shall not be held invalid and shall remain in full force and effect. The Association and the City shall immediately meet and attempt to renegotiate any provision found invalid.

ARTICLE 22 ..... ENTIRE AGREEMENT

22.1 The Association 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 Association 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 23 ..... CONFLICTING PROVISIONS

23.1 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 24 ..... TERM

This Agreement shall become effective January 1, 2016 contingent upon ratification by both parties, shall remain in effect through December 31, 2017, and may be extended thereafter by mutual agreement. The City or the Association may request reopening of this Agreement any time within six (6) months prior to the expiration date for the purpose of negotiating changes to be effective upon ratification of the agreement by both the City and the Association.

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 Association and all of the employees in the bargaining unit covered by this agreement.

APPROVED by the Bremerton City Council on the 18 day of May, 2016.

Signed this 1st day of JUNE, 2016.

CITY OF BREMERTON:

Charlotte Belmore, Human Resources Manager

Steven Strachan, Police Chief

Patty Lent, Mayor

ATTEST:

Shannon Corin, City Clerk

BREMERTON POLICE MANAGEMENT ASSOCIATION:

Captain Tom Wolfe, President

Captain, James Burchett

APPROVED AS TO FORM:

Roger A. Lubovich, City Attorney

POLICE MANAGEMENT LEOFF II - Effective January 1st 2016

APPENDIX A

2.5% Wage Adjustment

LIEUTENANT

2088 Hrs Worked Per Yr	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
BASE	*6.7% Min Spread*				
ANNUAL	103,048.08	105,366.72	107,737.44	110,161.44	112,640.16
MONTHLY	8,587.34	8,780.56	8,978.12	9,180.12	9,386.68
SEMI-MONTHLY	4,293.67	4,390.28	4,489.06	4,590.06	4,693.34
HOURLY	49.35	50.46	51.60	50.46	53.95
MAX. DEF. COMP. 5.00%	214.68	219.51	224.45	229.50	234.67
1.25% COMMENCING 6 THROUGH 10 YEARS CONTINUOUS EMPLOYMENT					
ANNUAL	104,336.16	106,683.84	109,084.08	111,538.56	114,048.24
MONTHLY	8,694.68	8,890.32	9,090.34	9,294.88	9,504.02
SEMI-MONTHLY	4,347.34	4,445.16	4,545.17	4,647.44	4,752.01
HOURLY	49.97	51.09	52.24	53.42	54.62
2.25% COMMENCING 11 THROUGH 15 YEARS CONTINUOUS EMPLOYMENT					
ANNUAL	105,366.72	107,737.44	110,161.44	112,640.16	115,174.56
MONTHLY	8,780.56	8,978.12	9,180.12	9,386.68	9,597.88
SEMI-MONTHLY	4,390.28	4,489.06	4,590.06	4,693.34	4,798.94
HOURLY	50.46	51.60	52.76	53.95	55.16
3.5% COMMENCING 16 THROUGH 20 YEARS CONTINUOUS EMPLOYMENT					
ANNUAL	106,654.80	109,054.56	111,508.32	114,017.04	116,582.64
MONTHLY	8,887.90	9,087.88	9,292.36	9,501.42	9,715.22
SEMI-MONTHLY	4,443.95	4,543.94	4,646.18	4,750.71	4,857.61
HOURLY	51.08	52.23	53.40	54.61	55.83
7.75% COMMENCING 21 THROUGH 25 YEARS CONTINUOUS EMPLOYMENT					
ANNUAL	111,034.32	113,532.72	116,087.04	118,698.96	121,369.68
MONTHLY	9,252.86	9,461.06	9,673.92	9,891.58	10,114.14
SEMI-MONTHLY	4,626.43	4,730.53	4,836.96	4,945.79	5,057.07
HOURLY	53.18	54.37	55.60	56.85	58.13
9% COMMENCING 26 YEARS AND OVER CONTINUOUS EMPLOYMENT					
ANNUAL	112,322.40	114,849.84	117,433.92	120,076.08	122,777.76
MONTHLY	9,360.20	9,570.82	9,786.16	10,006.34	10,231.48
SEMI-MONTHLY	4,680.10	4,785.41	4,893.08	5,003.17	5,115.74
HOURLY	53.79	55.00	56.24	57.51	58.80

2.25% Steps Between Each Pay Step

POLICE MANAGEMENT LEOFF II - Effective January 1st 2016

APPENDIX A

2.5% Wage Adjustment

CAPTAIN

2088 Hrs Worked Per Yr	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
BASE	***4.2% Min Spread***				
ANNUAL	117,371.04	120,012.00	122,712.24	125,473.20	128,296.32
MONTHLY	9,780.92	10,001.00	10,226.02	10,456.10	10,691.36
SEMI-MONTHLY	4,890.46	5,000.50	5,113.01	5,228.05	5,345.68
HOURLY	56.21	57.48	58.77	60.09	61.44
MAX. DEF. COMP. 5.00%	244.52	250.03	255.65	261.40	267.28
1.25% COMMENCING 6 THROUGH 10 YEARS CONTINUOUS EMPLOYMENT					
ANNUAL	118,838.16	121,512.24	124,246.08	127,041.60	129,900.00
MONTHLY	9,903.18	10,126.02	10,353.84	10,586.80	10,825.00
SEMI-MONTHLY	4,951.59	5,063.01	5,176.92	5,293.40	5,412.50
HOURLY	56.91	58.20	59.50	60.84	62.21
2.25% COMMENCING 11 THROUGH 15 YEARS CONTINUOUS EMPLOYMENT					
ANNUAL	120,012.00	122,712.24	125,473.20	128,296.32	131,183.04
MONTHLY	10,001.00	10,226.02	10,456.10	10,691.36	10,931.92
SEMI-MONTHLY	5,000.50	5,113.01	5,228.05	5,345.68	5,465.96
HOURLY	57.48	58.77	60.09	61.44	62.83
3.5% COMMENCING 16 THROUGH 20 YEARS CONTINUOUS EMPLOYMENT					
ANNUAL	121,479.12	124,212.48	127,007.28	129,864.72	132,786.72
MONTHLY	10,123.26	10,351.04	10,583.94	10,822.06	11,065.56
SEMI-MONTHLY	5,061.63	5,175.52	5,291.97	5,411.03	5,532.78
HOURLY	58.18	59.49	60.83	62.20	63.60
7.75% COMMENCING 21 THROUGH 25 YEARS CONTINUOUS EMPLOYMENT					
ANNUAL	126,467.28	129,312.96	132,222.48	135,197.28	138,239.28
MONTHLY	10,538.94	10,776.08	11,018.54	11,266.44	11,519.94
SEMI-MONTHLY	5,269.47	5,388.04	5,509.27	5,633.22	5,759.97
HOURLY	60.57	61.93	63.32	64.75	66.21
9% COMMENCING 26 YEARS AND OVER CONTINUOUS EMPLOYMENT					
ANNUAL	127,934.40	130,813.20	133,756.32	136,765.68	139,842.96
MONTHLY	10,661.20	10,901.10	11,146.36	11,397.14	11,653.58
SEMI-MONTHLY	5,330.60	5,450.55	5,573.18	5,698.57	5,826.79
HOURLY	61.27	62.65	64.06	65.50	66.97

2.25% Steps Between Each Pay Step

POLICE MANAGEMENT LEOFF II - Effective January 1st 2017

APPENDIX A

2.00% Wage Adjustment

	LIEUTENANT				
2080 Hrs Worked Per Yr	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**
BASE	*6.7% Min Spread*				
ANNUAL	104,709.60	107,065.68	109,474.56	111,937.68	114,456.24
MONTHLY	8,725.80	8,922.14	9,122.88	9,328.14	9,538.02
SEMI-MONTHLY	4,362.90	4,461.07	4,561.44	4,664.07	4,769.01
HOURLY	50.34	51.47	52.63	51.47	55.03
MAX. DEF. COMP 5.50%	239.96	245.36	250.88	256.52	262.30
1.25% COMMENCING 6 THROUGH 10 YEARS CONTINUOUS EMPLOYMENT					
ANNUAL	106,018.56	108,403.92	110,843.04	113,336.88	115,886.88
MONTHLY	8,834.88	9,033.66	9,236.92	9,444.74	9,657.24
SEMI-MONTHLY	4,417.44	4,516.83	4,618.46	4,722.37	4,828.62
HOURLY	50.97	52.12	53.29	54.49	55.71
2.25% COMMENCING 11 THROUGH 15 YEARS CONTINUOUS EMPLOYMENT					
ANNUAL	107,065.68	109,474.56	111,937.68	114,456.24	117,031.44
MONTHLY	8,922.14	9,122.88	9,328.14	9,538.02	9,752.62
SEMI-MONTHLY	4,461.07	4,561.44	4,664.07	4,769.01	4,876.31
HOURLY	51.47	52.63	53.82	55.03	56.27
3.5% COMMENCING 16 THROUGH 20 YEARS CONTINUOUS EMPLOYMENT					
ANNUAL	108,374.40	110,813.04	113,306.16	115,855.44	118,462.32
MONTHLY	9,031.20	9,234.42	9,442.18	9,654.62	9,871.86
SEMI-MONTHLY	4,515.60	4,617.21	4,721.09	4,827.31	4,935.93
HOURLY	52.10	53.28	54.47	55.70	56.95
7.75% COMMENCING 21 THROUGH 25 YEARS CONTINUOUS EMPLOYMENT					
ANNUAL	112,824.48	115,363.20	117,958.80	120,612.96	123,326.64
MONTHLY	9,402.04	9,613.60	9,829.90	10,051.08	10,277.22
SEMI-MONTHLY	4,701.02	4,806.80	4,914.95	5,025.54	5,138.61
HOURLY	54.24	55.46	56.71	57.99	59.29
9% COMMENCING 26 YEARS AND OVER CONTINUOUS EMPLOYMENT					
ANNUAL	114,133.44	116,701.68	119,327.28	122,012.16	124,757.28
MONTHLY	9,511.12	9,725.14	9,943.94	10,167.68	10,396.44
SEMI-MONTHLY	4,755.56	4,862.57	4,971.97	5,083.84	5,198.22
HOURLY	54.87	56.11	57.37	58.66	59.98

2.25% Steps Between Each Pay Step

POLICE MANAGEMENT LEOFF II - Effective January 1st 2017

APPENDIX A

2.00% Wage Adjustment

CAPTAIN

2080 Hrs Worked Per Yr	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
BASE	*4.2% Min Spread*				
ANNUAL	119,263.44	121,946.88	124,690.80	127,496.40	130,365.12
MONTHLY	9,938.62	10,162.24	10,390.90	10,624.70	10,863.76
SEMI-MONTHLY	4,969.31	5,081.12	5,195.45	5,312.35	5,431.88
HOURLY	57.34	58.63	59.95	61.30	62.68
MAX. DEF. COMP. 5.50%	273.31	279.46	285.75	292.18	298.75
1.25% COMMENCING 6 THROUGH 10 YEARS CONTINUOUS EMPLOYMENT					
ANNUAL	120,754.32	123,471.12	126,249.36	129,090.00	131,994.72
MONTHLY	10,062.86	10,289.26	10,520.78	10,757.50	10,999.56
SEMI-MONTHLY	5,031.43	5,144.63	5,260.39	5,378.75	5,499.78
HOURLY	58.05	59.36	60.70	62.06	63.46
2.25% COMMENCING 11 THROUGH 15 YEARS CONTINUOUS EMPLOYMENT					
ANNUAL	121,946.88	124,690.80	127,496.40	130,365.12	133,298.40
MONTHLY	10,162.24	10,390.90	10,624.70	10,863.76	11,108.20
SEMI-MONTHLY	5,081.12	5,195.45	5,312.35	5,431.88	5,554.10
HOURLY	58.63	59.95	61.30	62.68	64.09
3.5% COMMENCING 16 THROUGH 20 YEARS CONTINUOUS EMPLOYMENT					
ANNUAL	123,437.76	126,215.04	129,054.96	131,958.72	134,928.00
MONTHLY	10,286.48	10,517.92	10,754.58	10,996.56	11,244.00
SEMI-MONTHLY	5,143.24	5,258.96	5,377.29	5,498.28	5,622.00
HOURLY	59.35	60.68	62.05	63.44	64.87
7.75% COMMENCING 21 THROUGH 25 YEARS CONTINUOUS EMPLOYMENT					
ANNUAL	128,506.32	131,397.84	134,354.40	137,377.44	140,468.40
MONTHLY	10,708.86	10,949.82	11,196.20	11,448.12	11,705.70
SEMI-MONTHLY	5,354.43	5,474.91	5,598.10	5,724.06	5,852.85
HOURLY	61.78	63.17	64.59	66.05	67.53
9% COMMENCING 26 YEARS AND OVER CONTINUOUS EMPLOYMENT					
ANNUAL	129,997.20	132,922.08	135,912.96	138,971.04	142,098.00
MONTHLY	10,833.10	11,076.84	11,326.08	11,580.92	11,841.50
SEMI-MONTHLY	5,416.55	5,538.42	5,663.04	5,790.46	5,920.75
HOURLY	62.50	63.90	65.34	66.81	68.32

2.25% Steps Between Each Pay Step