

AGREEMENT
BY AND BETWEEN
CITY OF BAINBRIDGE ISLAND
AND THE
BAINBRIDGE ISLAND POLICE GUILD
JANUARY 1, 2022 THROUGH DECEMBER 31, 2024

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AND
BAINBRIDGE ISLAND POLICE OFFICERS GUILD

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AND
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PREAMBLE

This Agreement is between the CITY OF BAINBRIDGE ISLAND, WASHINGTON (hereinafter called the "Employer") and the Bainbridge Island Police Officers Guild (hereinafter called the "Guild") for the purposes of setting forth the mutual understanding of the parties as to conditions of employment for those Employees for whom the City recognizes the Guild as the collective bargaining representative.

ARTICLE 1 RECOGNITION AND BARGAINING UNIT

1.1 The Employer recognizes the Guild as the sole and exclusive bargaining representative for all full-time and regular part-time commissioned law enforcement officers up to and including the rank of Sergeant for the purpose of representation and collective bargaining with regard to matters pertaining to wages, hours, and working conditions.

ARTICLE 2 MANAGEMENT RIGHTS

2.1 Direction of Workforce — The Guild recognizes the right of the Employer to operate and manage its affairs in all respects in accordance with applicable law and regulations of appropriate authorities. All rights and authority which the Employer has not officially abridged, delegated, or modified by this Agreement are retained by the Employer.

2.2 Employer Rules and Regulations — The Employer shall have the right to make such reasonable direction, rules and regulations as may be deemed necessary by the Employer for the conduct and the management of the affairs of the Employer, and the Guild agrees that the Employees shall be bound by and obey such directions, rules, and regulations insofar as the same do not conflict with the terms of the contract or the duties of the Employer and the rights of the Guild pursuant to RCW 41.56.

2.3 Application of Rules — Rules shall be applied in a fair and equitable manner to all Employees. Rules and regulations shall be made available by the Employer in writing to all Employees.

ARTICLE 3 GUILD SECURITY

3.1 Payroll Deduction of Guild Dues — The Employer shall deduct monthly dues from Employees in the bargaining unit who voluntarily execute a wage assignment authorization form. The Employer will deposit such dues with the Treasurer of the Bainbridge Island Police Officers' Guild. Upon issuance and transmission of such dues and initiation fees to

the Guild, the Employer's responsibility shall cease with respect to such deductions. The Guild and each Employee authorizing the assignment of wages for payment of Guild dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such Employee.

3.2 New Employees — The Employer will notify the Guild of all new hires within fourteen (14) calendar days of hire.

ARTICLE 4 GRIEVANCE PROCEDURE

4.1 Definition of Grievance — For the purpose of this Agreement the term "grievance" shall be defined as only those disputes involving the interpretation, application, or alleged violation of any provision of this Agreement. Grievances shall be processed in accordance with the following procedures within the stated time limits, unless mutually extended by the Guild and Employer.

4.1.1 A grievance may be initiated with the Employer within sixty (60) calendar days of the date the grievant or the Guild became aware of its occurrence or should have been aware of its occurrence, but in no event more than ninety (90) calendar days of the alleged violation.

4.2 Step One — A grievance shall be filed in writing with the Employee's immediate supervisor, stating the section(s) of the Agreement violated and explaining the grievance in detail and the remedy sought. The parties agree to make every effort to resolve the grievance promptly at this level. The Employee's immediate supervisor shall have fifteen (15) calendar days to respond to the grievance.

4.3 Step Two — In the event the grievance is unresolved at Step One, the Employee or Guild may elect to pursue the grievance to Step Two. The grievance shall be presented to the Chief of Police within fifteen (15) calendar days after the date the Employee's immediate supervisor responds to the grievance. The Chief of Police will conduct a meeting with the grievant and shall make a decision on the matter in writing within fifteen (15) calendar days after the date the Chief of Police receives the grievance. Copies of the Police Chief's decision shall be furnished to the aggrieved Employee, the designated Guild Representative, and the City Manager.

4.4 Step Three — A grievance remaining unresolved after the decision of the Chief of Police in Step Two may be advanced to the City Manager, or City Manager's designee, in writing within fifteen (15) calendar days of the Chief of Police's decision, whereupon the City Manager, or City Manager's designee, shall conduct a meeting within fifteen (15) calendar days of the receipt of the Step Three written grievance. The City Manager, or City Manager's designee, shall render a decision within fifteen (15) calendar days of such meeting.

4.4.1 In the event the grievance remains unresolved after Step Three, the grievant shall decide whether to appeal through the Civil Service Commission or request the Guild to process the grievance to Step Four of the Grievance Procedure contained herein. Said

decision shall be made within fifteen (15) calendar days of the issuance of the City Manager's or City Manager's designee's decision. If the grievant decides to request the Guild to process the grievance through the Grievance Procedure contained herein, such decision shall be given to the Guild and the Chief of Police in writing. An individual Employee may process a grievance through this Step Three. Only the Guild may advance a grievance to Step Four. Should the Employee elect to use the Civil Service Commission procedure to pursue a remedy, the Employee and Guild have waived their right to pursue the grievance under this Article.

4.5 Step Four — Should the grievance not be resolved in Step Three and; should the Guild desire arbitration, a written notification requesting arbitration must be filed with the City Manager within fifteen (15) calendar days of the City Manager's or City Manager's designee's Step Three decision. For grievances relating to disciplinary actions, discharges, or terminations, the parties shall request an arbitrator from the Public Employment Relations Commission (PERC) consistent with chapter 41.58 RCW. For all other grievances, the parties shall mutually select a disinterested third party to serve as Arbitrator. In the event the Employer and Guild cannot or are unable to agree on an Arbitrator, the Arbitrator shall be selected by the process of elimination from a panel of eleven (11) Arbitrators furnished by the Federal Mediation and Conciliation Service (FMCS) from the states of Washington, Oregon, Idaho and California. The selection process from the list of arbitrators shall be through the alternate strike method and commence with the flip of a coin.

4.6 The Arbitrator shall consider only the specific issues presented to them and shall have no power to add to, subtract from, or modify in any way the terms of this Agreement. The decision shall be in writing, and signed by the Arbitrator.

4.7 Arbitrator Authority — The Arbitrator's decision shall be final and binding upon both parties, but shall have no power to alter, in any way, the terms of this Agreement. Further, the Arbitrator shall be requested to issue their decision within 30 days after the submission of post hearing briefs or as otherwise agreed upon.

4.8 Split of Arbitrator Fees — It is understood by the parties hereto that the cost of the arbitrator shall be paid equally by both the Employer and the Guild, as well as sharing the cost associated with having a certified court reporter transcribe the arbitration proceedings provided the parties mutually agree to have a court reporter. Each party shall otherwise be responsible for the costs associated with bringing a case to arbitration (attorney's fees, witness fees, etc.). The decision of the arbitrator shall be final and binding upon the Employer and the Guild.

ARTICLE 5 GUILD BUSINESS

5.1 Members of the bargaining unit selected to serve as authorized representatives of the Guild shall be certified in writing to the Employer. Each representative will be expected to perform their duties as a representative of the Guild on the representative's own time. However, it is recognized that from time to time it will be necessary for Guild activities to be carried out during work hours. (For example - contract negotiations per Article 5.2,

investigation and processing of complaints, disputes, and grievances, attendance at executive board meetings.) It is also recognized that there are reasonable limited deviations from this policy, such as posting of Guild notices and distribution of Guild literature, which do not require substantial periods of time. Where such activities are necessarily or reasonably to be performed during work hours, they may be done without loss of pay to the representative involved, provided the representative obtains prior approval from the Chief of Police or the Chief of Police's designee. If a Guild representative cannot obtain prior approval, the representative will request approval as soon as practical. Approval shall not be unreasonably withheld. Members of the Guild agree that, while they are on duty, they will conduct Guild business only when time permits and never in lieu of current duties.

5.2 The Employer shall allow members of the Guild's negotiation committee to attend mutually scheduled negotiation meetings with the Employer during on-duty time without a loss of pay. The Employer will not be obligated to pay any of the released members overtime as a result of attending scheduled negotiation meetings. Scheduled negotiation meetings include contract negotiations and mediation.

5.2.1 The Employer's obligation to provide paid release shall be limited to three (3) members of the Guild's negotiation committee.

5.3 No Employee shall be discriminated against because of Guild membership or lawful Guild activity.

5.4 Guild Bulletin Boards — The Employer shall provide suitable, non-public space for the Guild to use a bulletin board in each City building staffed by bargaining unit Employees. Postings by the Guild on such boards shall be confined to official business of the Guild.

ARTICLE 6 NONDISCRIMINATION

6.1 Claims based on unlawful discrimination shall not be subject to the grievance procedure.

ARTICLE 7 HOURS OF WORK

7.1 Hours of Work — The work week shall consist of five (5) consecutive eight (8) hour days, or four (4) consecutive ten (10) hour days, or four (4) consecutive twelve (12) hour days followed by four (4) days off, or any other schedule mutually agreed to by the Guild and the Chief of Police. The Employer will bargain impacts of schedule changes for employees assigned to patrol and detectives as required by RCW 41.56. The following sections 7.1.1 through 7.1.3 only apply to employees working a 12-hour shift.

7.1.1 The number of scheduled hours of work per year on the 12-hour shift is 2190. To reduce this number, the Department will schedule each employee on the 12-hour shift to 9 additional days off, without a loss of pay, throughout the year ("Kelly Days"). The intent of Kelly Days is to reduce the number of scheduled work hours. Kelly Days do not roll over and have no cash value. The Employer will calculate hourly rates using 2080 hours of work per year. If an employee transfers in or out of patrol mid-year, the employee's

Kelly Days are prorated by rounding to the nearest month. An employee separating employment mid-year will reimburse the Employer for any excess Kelly Days used via a payroll deduction from their final paycheck.

7.1.2 The Fair Labor Standards Act work period for employees working a 12-hour shift is 24 days. The Fair Labor Standards Act work period does not limit overtime required under the collective bargaining agreement.

7.1.3 Employees assigned to patrol holding the rank of officer or corporal will be assigned to two (2) squads. Each squad may have three (3) officers and one (1) corporal assigned to day shift hours (0600 to 1800) and three (3) officers and one (1) corporal assigned to night shift hours (1800 to 0600). At times the Department may utilize a swing shift. In order to provide twenty-four (24) hour per day/seven (7) day per week coverage, each squad will be scheduled to cover the other squad's days off. The squads will rotate shifts every four (4) months.

7.1.3.1 If more employees than needed to work a swing shift, created in accordance with Article 7.1.3, express a desire to work the swing shift, the final selection shall be made and announced by the Chief or Deputy Chief, along with the reason(s) for the selection.

7.1.4 Non-mandatory training and vacation requests (other than first, second and third choices) that will require an employee, other than the requestor, to change their work schedule or days off, will not be granted except where there is agreement between the requestor, the affected employee, and the Department.

7.1.5 Detectives work a 4/10 schedule unless temporarily reassigned and do not work on holidays that fall on their regularly scheduled work days unless authorized by the Chief or designee. This provision does not prohibit a Detective from modifying their regularly scheduled work days with approval by a supervisor. Article 7.3.1 applies to detectives.

7.1.6 The Chief assigns sergeants' shifts and work hours. Article 7.3.1 applies to sergeants.

7.1.7 Employees on light duty may be temporarily assigned by the Department to work a 5/8 schedule.

7.1.8 The Community Resource Officer works a variable 40-hour per week schedule with flexible start and end times based on the needs of the Department.

7.2 Overtime — Employees working more than forty (40) hours during a seven (7) day work period, or in the case of the 4-10 shift, forty (40) hours in a four (4) day work period, or in the case of the 12-hour shift, forty-eight (48) hours in the four (4) day work period, shall be paid at one and one-half (1½) times the Employee's regular hourly rate of pay for the additional hours. All authorized time worked in excess of the above work schedule shall be paid at one and one-half (1½) times the Employee's regular hourly rate of pay. Overtime shall be in increments of 15 minutes.

7.3 Shift Changes and Trades — Employees may be given permission to exchange, trade and/or request specific shifts or days off when the change does not interfere with the duties and responsibilities of the Department. Such a determination shall be made by the Chief of Police or designee, provided the shift change request is made at least fifteen (15) calendar days before the date the change is to take place; unless this requirement is waived by the Chief of Police or designee.

7.3.1 Schedule Changes and Time Off — Each Employee shall be assigned a regular starting time and work schedule. The Employer may change an Employee's start time and/or work schedule, provided that the Employer gives the Employee notice of such change at least seven (7) calendar days before such change is to become effective. In the event the Employer does not provide the notice required by this section, the Employee shall have the option of requesting and being paid one and one-half (1½) times the Employee's regular rate for the changed time (e.g., regular schedule is 1000 to 2000, short notice change to 0600 to 1600 results in four hours of overtime) for the first shift of the altered schedule.

7.4 Compensatory Time — All full-time Employees may receive compensatory time at one and one-half (1½) times all overtime hours worked, subject to the approval of the Employer, and 29 CFR Part 553 of the Fair Labor Standards Act.

7.4.1 Each Employee shall be entitled to accrue compensatory time up to a maximum bank of one hundred and twenty (120) hours. Employees will be paid for all hours that exceed the maximum.

7.4.2 Employees shall submit requests for compensatory time usage as much in advance as possible. An Employee requesting compensatory time off thirty (30) days or more in advance of the start of leave shall be granted the time off, except in the circumstances set out in the vacation provisions of this Agreement. An Employee requesting compensatory time off less than thirty (30) days in advance of the start of the leave may be denied the time off if the use of compensatory time unduly disrupts the operations of the Employer.

7.4.3 Each Employee shall be allowed to cash in any or all of their accrued compensatory time at any time by giving the Employer written notice. Such payoff shall be paid no later than the end of the next pay period.

7.5 Meal and Rest Periods — Employees shall receive one forty (40) minute meal period during each day of work, provided their shift that day is five (5) hours or longer in duration. Such time shall be considered on-duty time. The Employee should take the meal period when mutually convenient for the Employee and the Department. The parties agree that the nature of the Employees' work allows Employees to take intermittent rest periods equivalent to at least ten (10) minutes for each four (4) hours worked and therefore scheduled rest periods are not required. An Employee who fails to take sufficient rest periods during a shift shall immediately inform a supervisor.

7.6 Rest Between Shifts – The Chief of Police or designee may, in their sole discretion, authorize Operational Required Time Off (ORTO). ORTO is paid leave established for the

administrative benefit of the City. ORTO will not be treated as hours worked for purposes of overtime calculation.

7.7 When Employees assigned to their respective shifts attend local training courses, they are expected to complete the remainder of their scheduled hours (before and/or after the training course) unless it is deemed by the supervisor to be impractical. Supervisors are responsible for clarifying the day's expected schedule with each Employee prior to the training event.

7.8 To ensure Employees are readily available in the case of an emergency, all Employees must reside within a 60-minute driving distance from the City limits. Employees' residences on the day the 2016-2018 collective bargaining agreement was ratified by the last party are grandfathered.

ARTICLE 8 CALLBACK & STAND-BY

8.1 Callback — an Employee is off duty and is directed to return to active duty, the Employee shall receive a guaranteed minimum three (3) hours pay at the appropriate overtime rate. Callbacks which are the result of Employee negligence shall not be compensated in accordance with this section.

8.2 Stand-by — Any Employee who is required to be on stand-by, outside of their normal shift shall receive a minimum of two (2) hours compensatory time. If an Employee is required to be on stand-by longer than two (2) hours, then he/she shall receive one-half (½) hour of compensatory time for every additional hour, or partial hour, of required stand-by time.

8.3 Subpoenas — Employees who are not notified by 5:00 p.m. (1700 hours) on the day prior to a scheduled and required off duty court appearance that their appearance is not necessary, shall receive the minimum Callback pay provided herein, whether or not they ultimately appear. Notice may be achieved by voice mail, provided that such system electronically time and date stamps the message.

8.4 Remote Work Off-Duty — Employees who perform remote work off-duty, such as via telephone and/or email, that is more than *de minimis*, shall be compensated in 15-minute increments at the overtime rate of pay. Nothing in this Article shall be construed to relieve the Employer of its obligation to compensate employees for callbacks and/or stand-by for the situations described in Article 8.1 and Article 8.2.

ARTICLE 9 STRIKES OR LOCKOUTS

9.1 The Employees shall not strike and the Employer shall not lock out Employees.

ARTICLE 10 SAFETY

10.1 Mutual Objective — It is the mutual objective of both parties to this Agreement to maintain high standards of safety in order to eliminate, as far as possible, industrial

accidents and illness. To that end, Department Employees may participate in the Safety Committee meetings.

10.2 The duties of the Safety Committee shall be to advise on matters relating to Employee safety, as set forth in WISHA laws, review applicable WISHA laws and regulations, and make recommendations for maintenance of proper safety standards. Minutes of the meetings will be taken by an appointed member of the Committee. Copies of the minutes shall be sent to the City Manager's office and to the Guild Representative. Available members of the Safety Committee, including at least one designee of the Guild, shall accompany WISHA authorities on any walk-around inspections.

10.3 Safety Equipment — The Employer shall furnish proper safety devices for all Employees as prescribed by WISHA standards. It shall be mandatory that all Employees use such devices.

ARTICLE 11 LABOR MANAGEMENT COMMITTEE

11.1 Labor Management — The Employer and the Guild agree that a need exists for close cooperation between labor and management, and further, from time to time suggestions and complaints of a general nature affecting the Guild and the Employer require consideration. To accomplish this objective, the Employer and the Guild agree that no more than three (3) duly authorized representatives of the Guild shall function as one-half (½) of a Labor-Management Committee, the other half being no more than three (3) certain representatives of the Employer named for that purpose. The committee shall meet periodically for the purpose of discussing and facilitating the resolution of all problems which may arise between the parties.

11.2 Should the Guild and Employer mutually agree to change, add, or delete any provision of this Agreement, such change shall be set forth in a Memorandum of Understanding signed by authorized Employer and Guild representatives and incorporated as an addendum to the executed Agreement, with sequential numbering for subsequent Memoranda of Understanding.

ARTICLE 12 PROBATIONARY EMPLOYEES

12.1 Initial Probation — All new Employees shall serve an initial probationary period and shall have no seniority rights during that period. For entry hires, the probationary period shall end twelve (12) months after the completion of the Washington State Basic Law Enforcement Academy. For lateral hires, this probationary period shall end twelve (12) months after the Employee's date of hire. After the completion of the probationary period, an Employee's seniority date shall be the Employee's date of hire for a position in the bargaining unit. Employees are members of the bargaining unit during their initial probationary period. During that period, probationary Employees may be disciplined, discharged, or otherwise dismissed at the sole discretion of the Employer. Neither the reason for, nor the disciplinary action, discharge, or dismissal, may be the subject of a grievance.

12.2 Promotion/Transfer - Probation — The probationary period for an Employee who has been promoted/transferred to a new classification shall be six (6) months. If an Employee's performance in the new classification is found to be unacceptable, the Employee shall have the right to return to the position from which the Employee was promoted/transferred, provided the Employee's performance in the previous position was acceptable.

ARTICLE 13 SENIORITY

13.1 Definitions — Seniority shall be defined as the length of continuous service with the Employer from an Employee's latest date of hire, for a position in the bargaining unit, including the Employee's probationary period. Any bargaining unit Employee promoted to a commissioned position in the Police Department outside of the bargaining unit shall continue to accrue seniority.

13.2 Seniority List — The Employer shall maintain a seniority list which shall be brought up to date when changes occur which affect any current or new member of the Guild. The order of seniority shall be based on the hire or rehire date of employment, whichever is later.

13.3 Vacancies and Promotions — Except when Civil Service rules are controlling, the most qualified applicant, as determined solely by the Chief of Police, shall be selected for promotion or to fill job vacancies. If two or more applicants are determined to be equally qualified, then the applicant with the most seniority shall prevail. The City reserves the right to decide when to promote into the Corporal rank. Eligibility for promotion to Sergeant is limited to members of the Corporal rank.

13.4 Layoffs and Reclassification — Layoffs or reclassification of Sergeants shall be determined strictly by the order of seniority within the Sergeant classification with the Employee with the least seniority within the Sergeant classification affected first. Layoffs or reclassification of Corporals shall be determined strictly by the order of seniority within the Corporal classification with the Employee with the least seniority within the Corporal classification affected first (in the event of a tie, overall Department seniority shall determine order of seniority within the Corporal classification). Layoffs or reclassification of Patrol Officers shall be determined strictly by the order of Police Department seniority with the Employee with the least Department seniority affected first. Employees who have previously held other lower ranking classifications within the bargaining unit shall have the right to return to such classifications if their seniority is greater than other Employees in such classification. Employees shall not accrue seniority while on layoff. Seniority lists shall be adjusted accordingly.

13.5 Recall — Laid off or reclassified Employees shall be recalled strictly on the basis of seniority to any previously held classification if a vacancy occurs.

ARTICLE 14 EMPLOYEE CLASSIFICATIONS

14.1 Employee classifications shall be defined as set forth in the Civil Service Rules & Regulations.

14.2 The Police Chief and the Deputy Police Chief shall be allowed to perform departmental bargaining unit work on a non-regular, non-re-occurring basis. The Police Chief and the Deputy Police Chief shall not replace bargaining unit Employees on a full time basis.

14.3 The creation of a new classification or material change to an existing classification shall be subject to RCW 41.56.

ARTICLE 15 WAGES & CLASSIFICATIONS

15.1 The classifications and monthly rates of pay are set forth in the attached appendices and, by reference herein, are made a part of this Agreement.

ARTICLE 16 HOLIDAYS

16.1 Number of Paid Holidays — All full-time Employees shall be entitled to compensation for thirteen (13) holidays per year as listed below. The holidays herein referred to shall be as follows:

New Year's Day	Martin Luther King, Jr. Day
Presidents Day	Memorial Day
Juneteenth	Labor Day
Independence Day	Thanksgiving Day
Veterans Day	The day following Thanksgiving
Christmas Eve	Christmas Day
	One Floating Holiday

16.2 Dates of Holidays — Dates of the above legal holidays are January 1 for New Year's Day, June 19 for Juneteenth, July 4 for Independence Day, December 24 for Christmas Eve and December 25 for Christmas Day. The holiday dates for Martin Luther King, Jr. Day, President's Day, Memorial Day, Labor Day, Veteran's Day, and Thanksgiving Day shall be the legal holiday so designated, proclaimed and celebrated by the State of Washington. The "floating holiday" shall be chosen by mutual agreement of the Employee and the Employer.

16.3 Eligibility — New Employees shall be eligible for all holidays.

16.3.1 In order to qualify to use holiday pay, an Employee must be in a paid status on the regular workday immediately preceding and immediately following the scheduled holiday.

16.3.2 Worked Holiday — Employees who are required to work a shift that begins or ends on the above listed holidays as part of their regular work schedule shall receive one and one-half (1½) times the Employee's regular rate of pay for the entire shift. Employees who are required to work a shift that begins or ends on the above listed holidays on their regular days off shall receive one and one-half (1½) times the Employee's regular rate of pay for the entire shift and an hour of compensatory time for each hour worked on the shift. An

employee who works more than one shift on the same holiday shall only receive holiday pay for the shift that begins on the holiday.

16.3.3 Employees shall accrue holiday time off at the rate of 8.67 hours per month.

16.3.4 Each Employee shall be entitled to accrue holiday time up to a maximum bank of one hundred and twenty (120) hours. Employees will be paid for all hours that exceed the maximum. Employees who leave the employment of the Employer shall be paid for all accrued holiday hours not used.

ARTICLE 17 VACATION

17.1 Vacation — All full-time Employees shall be entitled to the following vacation time with pay during the indicated period of continuous service:

Years of Service	Hours Per Month
0-2	9 hrs. per month
3-4	10 hrs. per month
5-7	11 hrs. per month
8-9	12 hrs. per month
10-12	13 hrs. per month
13-14	14 hrs. per month
15-19	15 hrs. per month
20+	16 hrs. per month

17.1.1 Lateral Hires – An employee hired as a lateral under Civil Service Rules will receive a one-time vacation accrual of eighty (80) hours upon hire.

Beginning January 1, 2022, employees hired as a lateral under Civil Service Rules shall accrue vacation hours consistent with their consecutive uninterrupted years of active service as a Criminal Justice Training Commission (CJTC)-recognized commissioned law enforcement officer. 17.2 Each full-time Employee shall be entitled to accrue unused vacation leave not to exceed a maximum of three hundred and twenty (320) hours. All vacation leave shall be taken at a time mutually agreeable between the Employee and the Employer. Should the three hundred and twenty (320) hour maximum be exceeded through no fault of the Employee, the Employer shall pay the Employee for all vacation hours in excess of three hundred and twenty (320) hours, otherwise such vacation hours shall be forfeited.

17.3 Payment for Unused Vacation Leave — Employees who leave the employment of the Employer shall be paid for all accrued vacation leave not used.

17.4 Vacation Scheduling — On November 1st of each year the Chief of Police shall post a twelve (12) month vacation roster establishing the dates that vacation is available. The posted vacation roster will cover the period beginning January 1st through December 31st of the following year. Employees within the Department shall bid vacation on or before December 1st. In view of this provision, vacation choices may include projected accrued time to the beginning of the vacation period requested. Selection of vacation dates

shall be made by order of seniority. Where an Employee chooses to split vacation into two (2) or more periods, no second or third choice may be made until all other Employees have made their first or second selection respectively. Vacation scheduling requested after December 1st shall be on a first come first serve basis, subject to the approval of the Chief of Police. The Employer reserves the right to make reasonable modifications to the vacation schedule depending on *bona fide* operational requirements.

17.4.1 Employees shall submit requests for vacation scheduling (usage) after December 31 as much in advance as possible. An Employee requesting vacation scheduling after December 31 forty-five (45) days or more in advance of the start of the leave shall be granted the time off, except in the circumstance set out in Article 17, Section 17.5. An Employee requesting vacation time off less than forty-five (45) days in advance of the start of the leave may be denied the time off based upon *bona fide* operational requirements.

17.5 If two or more Employees submit requests for compensatory time usage in accordance with Article 7, Section 7.4 and/or vacation scheduling after December 31 in accordance with Article 17, Section 17.4.1 and/or holiday usage in accordance with Article 16 covering the same period of time and allowing all of the requesting Employees time off would cause operational problems, the Employer shall determine the number of Employees that will be granted time off (with no less than one Employee having their request granted if such request is made more than forty-five (45) days in advance) and the time off will be granted on a first come first serve basis.

ARTICLE 18 SICK LEAVE

18.1 Sick leave shall be earned at the rate of ten (10) hours per month for full-time Employees, including for the month they begin work and the month they terminate.

18.1.1 During the first twenty-four (24) months of employment, an Employee shall be granted up to one hundred sixty (160) hours of sick leave if a physician of the Employer's choosing determines that the Employee is unable to work because of serious injury or illness.

18.2 Maximum carryover of sick leave from one calendar year to the next shall be one thousand forty (1,040) hours.

18.3 Sick Leave "Cash Out" — Upon LEOFF retirement or separation due to job-related disability, Employees may elect to receive a lump sum cash payment of up to twenty-five percent (25%) of their accumulated but unused sick leave.

18.3.1 Incentive — When an Employee accumulates one thousand forty (1,040) hours of sick leave, sick leave shall continue to accumulate at the Employee's normal rate of pay until the end of the calendar year, at which time all sick leave in excess of one thousand forty (1,040) hours will be purchased by the Employer at fifty percent (50%) of the Employee's regular straight time hourly rate of pay.

18.4 Use of Sick Leave — Sick leave may be used for any of the following reasons and purposes:

- (a) An employee's mental or physical illness, injury or health condition;
- (b) To accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition;
- (c) An employee's need for preventive medical care;
- (d) To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition;
- (e) For care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition;
- (f) For care for a family member who needs preventive medical care;
- (g) When the employee's place of business or when an employee's child's school or place of care has been closed by order of a public official for any health-related reason;
- (h) Attend the birth of the Employee's child;
- (i) Maternity leave;
- (j) Any purpose authorized by the Family & Medical Leave Act;
- (k) Any purpose authorized by the Washington Family Leave Act;
- (l) Any purpose authorized by the Washington Family Care Act;
- (m) Any purpose authorized by the Washington Domestic Violence Leave Act; and
- (n) Any other reasons agreed to by the parties.

For purposes of sick leave, the term family member is defined as a child or parent (including biological, adopted, foster, step or legal guardian), a spouse, registered domestic partner, spouse's parent, grandparent, grandchild or sibling.

18.4.1 Sick leave shall be granted on a daily or hourly basis but in no case less than one (1) hour or increments less than one-half (½) hour when over an hour.

18.4.2 Sick Leave to Supplement Worker's Compensation: Upon expiration of all accrued sick leave, the Employee may elect to use any other accrued leave. Sick leave may be used to supplement partial benefits received from worker's compensation, provided that in no event shall an Employee receive more in combined benefits than would have been received in base salary. In the event that worker's compensation benefits are later received for a period for which an Employee has already received payment through sick leave benefits, the Employee shall pay the partial benefit received back to the Employer, and the sick leave shall be reinstated.

ARTICLE 19 EMPLOYEE BILL OF RIGHTS

19.1 Employee Protection — Discipline shall be for just cause. Any Employee who will be interviewed concerning an act or omission which, if proven, could reasonably result in disciplinary action against him or her will be afforded the following safeguards:

19.1.1 The Employee will be informed prior to the interview if the Employer believes the Employee is a suspect in the investigation;

19.1.2 The Employee will be informed of the nature of the investigation and allegations and afforded the opportunity to consult with a Guild Representative prior to an interview. The Employee shall be allowed the right to have a Guild Representative or Guild Attorney present during the interview. The opportunity to consult with the Guild Representative or to have the Guild Representative/Attorney present at the interview shall not delay the interview for more than three (3) hours except for minor complaints (incidents for which discipline no greater than an oral reprimand may result) which may be handled immediately when a representative is not readily available. However, if, in the course of the interview, it appears as if a more serious disciplinary problem has developed, the Employee will additionally be allowed up to three (3) hours to obtain a representative to assist him/her in the interview.

19.1.3 With the exception of telephone interviews, all interviews shall take place at Employer's facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.

19.1.4 The Employer shall make a reasonable, good faith effort to conduct these interviews during the Employee's regular working hours, except for emergencies or where interviews can be conducted by telephone.

19.1.5 The Employee will be required (or ordered) to answer any questions involving non-criminal matters under investigation and will be afforded all rights and privileges to which he or she is entitled under the laws of Washington State or the United States. Furthermore, the Employee will be required (or ordered) to answer any questions involving possible criminal matters after receiving a Garrity notice and will be afforded all rights and privileges to which he or she is entitled under the laws of Washington State or the United States.

19.1.6 The Employee shall not be subjected to offensive language or intimidation during the process of the interview. No promises or rewards shall be made to the said Employee as an inducement to answering questions. When the Employee is being interviewed in a non-criminal matter for violation of departmental rules, regulations, or orders, that member shall answer truthfully all questions concerning the investigation posed to him/her by the interviewing officer. When the Employee refuses to answer such questions, they will be informed that their refusal to answer can become the subject for disciplinary action.

19.1.7 The Employee shall be entitled to such reasonable intermissions as he or she requests for personal necessities.

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

19.1.9 Interviews and investigations shall be concluded promptly, with no unreasonable delay.

19.1.10 The Employee shall be advised of the results of the investigation and any future action to be taken on the incident.

19.1.11 When the investigation results in Departmental charges being filed against the Employee, the Employee, upon request, will be furnished with a copy of the entire investigation (transcripts, evidence, reports, etc.,) at no cost to the Employee.

19.1.12 Lie Detector Tests — No Employee shall be required to take or be subjected to any lie detector test as a condition of continued employment.

19.1.13 Substance Abuse Tests — No Employee, except those Employees required by state or federal law, shall be required to take or be subjected to any random alcohol or drug testing as a condition of continued employment. Post-accident testing and testing for reasonable suspicion are permissible under this section.

19.1.14 The primary purpose of AVLS in patrol vehicles and GPS in Employer-issued cell phones is officer safety. The Employer will not access or use this data for disciplinary purposes, including internal investigations and/or monitoring employee performance for counseling purposes, unless the City has a written, signed, and dated complaint and such information is relevant to such written, signed, and dated complaint. The complaint may be a written or verbal complaint that is internally documented. The Employer shall provide advance notice to the affected employee(s) and the Guild prior to its release of any AVLS and/or GPS data in response to a Public Records Act request, and the employee(s) shall then have up to seven (7) calendar days to review the documents and prevent the release of the documents.

ARTICLE 20 LEAVE OF ABSENCE

20.1 Medical Leave — An Employee who becomes disabled due to illness, injury or pregnancy, or an Employee who suffers an industrial injury or illness shall be granted a medical leave of absence without pay effective the first day of absence from work, provided the Employee makes written claim of such illness or injury with supporting evidence satisfactory to the Employer. The Employer may require a second opinion of a doctor of its own choosing to verify illness or injury, and fitness to return to work. Medical Leave shall run concurrently with FMLA Leave. Cost of second opinion will be borne by the Employer. This does not preclude an Employee from using accrued leave during such medical leave.

20.2 Prolonged Disability — An Employee shall not be terminated by the Employer because of non-job-related, prolonged, continuous illness or injury, provided the period of disability is not longer than twelve (12) months and, upon being pronounced able to perform the essential functions of the job with or without reasonable accommodation by the Employee's doctor and the Employer's doctor, shall be reinstated to the same or substantially equivalent classification if such classification exists. Such Employees on prolonged disability shall continue to accumulate seniority during such disability.

20.3 An Employee on prolonged absence because of occupational illness or injury incurred in the service of the City shall not be terminated by the Employer because of such

absence for a period of twenty-four (24) months, unless it is finally determined that the Employee will never be able to again perform the essential functions of the job in accordance with Section 20.3.1 below. Such Employees on prolonged disability shall continue to accumulate seniority during such disability.

20.3.1 In the event the City has a reasonable basis for believing that an Employee on prolonged disability leave will never be able to again perform the essential functions of the job, the City shall have the right to have the Employee examined by a health care professional of the City's choice for the limited purpose of rendering a written opinion on whether the Employee will ever be able to again perform the essential functions of the job. This examination and opinion shall be at the City's expense and the health care professional's opinion will be provided to the Employee and the Guild.

In the event the Employee's health care professional disagrees with the opinion of the City's health care professional, the Employee's health care professional and the City's health care professional shall select a third-party health care professional who shall examine the Employee for the purpose of rendering a written opinion on whether the Employee will ever be able to again perform the essential functions of the job and if not, what limitations exist for purposes of evaluating possible accommodations. This examination and opinion shall be at the City's expense and the third-party health care professional's opinion will be final and binding upon the City, the Employee, and the Guild.

20.4 Military Leave — Every full-time Employee shall be entitled to and shall be granted military leave of absence in accordance with applicable law. Such military leave of absence shall be in addition to any vacation or sick leave to which the Employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges, or pay. During a period of military leave taken pursuant to RCW 38.40.060, the Employee shall receive from the Employer their normal pay for a period not exceeding twenty-one (21) working days during each twelve (12) month period from October 1 through September 30.

20.5 Jury Duty — Employees who are required by due process of law to render jury service shall receive their regular pay during such period. If any payment, excluding travel pay, is received for jury duty, such pay will be reimbursed to the Employer.

20.6 Bereavement Leave — All Employees who suffer a death in their immediate family shall be compensated for and given up to three (3) days off with full pay. If additional leave is necessary, it may be granted subject to the approval of the Employer, and such additional bereavement leave may be deducted from accrued vacation, sick leave, compensatory time, or leave without pay.

20.6.1 Immediate family shall be defined as spouse, domestic partner, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, step relatives, grandchildren, and grandparents on both sides.

20.6.2 When an Employee participates in a funeral or memorial ceremony for a person other than those in the immediate family, the Employee may, subject to the approval of the

Employer, be granted reasonable unpaid time off (not to exceed one (1) day) for such participation. Such leave will not affect sick leave or annual leave.

ARTICLE 21 HEALTH AND BENEFITS

21.1 Medical — The Employer shall make available the following medical insurance plans for all full-time regular Employees:

AWC Regence HealthFirst 250
Kaiser 200

Additionally, the Employer will make available the AWC Regence High Deductible Health Plan (HDHP) with Health Savings Account (HSA). The Employer will contribute into the HSA the following amounts per year, paid on a monthly basis, provided that the contributions into the HSA cannot exceed any Affordable Care Act excise tax threshold:

- \$2250 for an employee with no dependents
- \$3250 for an employee with at least one dependent but less than full family
- \$4250 for an employee with full family (a spouse and two or more children)

HSA contributions will be pro-rated for partial-year enrollment.

To begin building funds in a HSA, an employee may elect to have up to \$1000 (employee only) or \$2000 (employee plus one or more dependents) cashed out from accrued vacation or holiday and transferred into the employee's HSA on the first January payday of the first year the employee enrolls in the HDHP, provided that the employee's vacation and holiday balances do not fall below 40 hours each. HSA contributions may not exceed IRS limits.

If a health plan offered by the Employer is going to be eliminated or will trigger the Affordable Care Act excise tax, the parties will meet and bargain new plans. If no agreement is reached in time to ensure employees' continuous insurance coverage, the Employer will move employees to the next available plan that does not trigger the excise tax.

During the life of this agreement, if either party identifies a lower cost health plan with benefits substantially similar to or better than the AWC HealthFirst 250 plan, the party may request and the parties agree to re-open Article 21 and immediately enter into negotiations over a change of insurance plans.

21.1.1 Medical — The Employer will pay one hundred percent (100%) of the premium for employee and dependent coverage for the HDHP. The Employer will pay ninety percent (90%) of the premium for dependent coverage for all other plans. Employees shall pay the remaining portion of dependent premiums via payroll deduction. Employees will

contribute five percent (5%) of the non-HDHP plan premium per month for Employee coverage, not to exceed a maximum of fifty dollars (\$50) per month, via payroll deduction.

21.2 Dental — The Employer shall make available the following dental insurance plans for all full-time Employees, and shall pay one hundred percent (100%) of the premiums for Employee, spouse and dependents:

Plan: Delta Dental Plan F plus Orthodontia Plan V

21.3 Vision — The Employer shall make available the following vision insurance plan for all full-time Employees, and shall continue to pay one hundred percent (100%) of the premiums for Employee, spouse and dependents:

AWC Plan: Vision Service Plan with \$0 Copay

21.4 Life — The Employer shall make available the AWC Standard Plan (\$100,000) for all full-time Employees, and shall continue to pay one hundred (100%) percent of the premium.

21.5 Employee Assistance Program — The Employer shall make available the AWC Employee Assistance Plan (EAP) for all full-time Employees, and shall continue to pay one hundred percent (100%) of the premium.

21.6 The Employer shall pay up to fifty dollars (\$50.00) per incident for the replacement of wristwatches, and a replacement cost of up to two hundred fifty (\$250.00) per incident for vision care items or prescription/frames which are lost or damaged in the line of duty after vision insurance is applied.

21.7 The maximum medical premium rate shall be the effective rate for the AWC Regence HealthFirst plan that is offered by the Employer.

21.8 Long-Term Disability —The Employer will pay one hundred percent 100% of the premium to provide each Employee with AWC Standard Long-Term Disability, 90-day waiting period, 67% benefit plan.

21.9 The Employer will establish and maintain a qualified section 125 plan that allows for pretax payment of premiums required by this section.

21.10 Paid Family and Medical Leave Program (PFML) — Eligible employees are covered by Washington's Paid Family and Medical Leave Program, RCW 50A.04. Premiums for benefits are established by law. Employees will pay the identified employee's share of premiums through payroll deduction. The Employer will pay the employer's share of premiums.

ARTICLE 22 UNIFORMS & EQUIPMENT

22.1 Uniform and Required Equipment Supplies — All uniforms and equipment required by the Employer to be worn and/or used by Employees, while on duty, shall be provided by the Employer.

22.1.1 Items provided by the Employer shall be maintained on a Department inventory and shall remain the property of the Employer.

22.1.2 The replacement of uniform and equipment items specified above which are lost or damaged due to Employee negligence shall be the responsibility of the Employee. The Employer will replace uniforms and equipment lost, worn out or damaged in the line of duty.

22.1.3 Should an Employee purchase any items other than those items listed above, such items shall be paid for and maintained at the Employee's expense. The use of such additional items is subject of the approval of the Chief of Police or designee and shall remain the property of the Employee.

22.2 Uniform Cleaning - Police — The Employer shall provide for dry cleaning services as required for uniform maintenance up to one hundred dollars (\$100.00) per month and shall provide Employees who are not required to wear a uniform up to one hundred dollars (\$100.00) per month for the dry cleaning service for clothing worn in the performance of their duties.

22.3 Shoes — The Employer shall pay \$200.00 annually for the purchase of approved footwear.

22.4 Detective Clothing Allowance — Employees assigned to the position of detective and detective sergeant shall receive a clothing allowance of seventy-five dollars (\$75.00) per month.

ARTICLE 23 SAVINGS CLAUSE

23.1 It is understood and agreed that all provisions of this Agreement are subject to applicable laws, and if any provision of any Article of this Agreement is held or found to be in conflict therewith, said Article shall be void and shall not bind either of the parties hereto. However, such invalidity shall not affect the remaining Articles of this Agreement. In the event that any provision shall be held unlawful and unenforceable by any court of competent jurisdiction, the parties agree to meet forthwith for the purpose of renegotiating such provision in an attempt to reach a valid agreement.

ARTICLE 24 PREMIUM PAY

24.1 Specialty Assignments — Employees assigned the following special duties shall receive additional premium pay as a percentage of their base salary for each month they are assigned the special duties.

Administrative Sergeant	4%
Detective	4%
FTO	3%
Canine	2%
Defensive Tactics Instructor	2%
Firearms Instructor	2%
Lead Marine Officer	2%
Lead Crisis Intervention Officer	2%

Employees receiving less than 6% specialty assignment premium pay may receive more than one premium, provided that the maximum total specialty assignment premium pay is 6%. The Chief of Police reserves the right to assign and remove employees from specialty assignments for operational reasons.

24.2 Canine maintenance compensation will be the equivalent of one (1) hour per 12-hour work day. A K-9 officer's regular assigned 12-hour shifts will be shortened by one (1) hour. The one (1) hour is for approximately thirty (30) minutes maintenance on that work day and thirty (30) minutes for routine maintenance on days off.

24.3 Out-Of-Class Pay — When Employees are assigned to work in a higher classification for a period longer than seven (7) calendar days, they shall receive a premium of five percent (5%) above their regular pay.

ARTICLE 25 INDEMNIFICATION OF CITY EMPLOYEES

25.1 The Employer indemnifies, defends, and holds personally harmless all of its Employees for any action, claim or proceeding instituted against said individual arising out of acts or omissions, except in cases of intentional acts or omissions and willful and wanton negligence, in the scope of employment. The Employer holds said individuals harmless from any expenses connected with the defense, settlement, or monetary judgment from such actions, claims or proceedings.

ARTICLE 26 SUBCONTRACTING

26.1 The Employer shall not subcontract the bargaining unit work.

ARTICLE 27 COMPLETE AGREEMENT

27.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties. All matters not specifically covered in the Agreement shall be deemed to have been raised and disposed of as if specifically covered herein. It is agreed that this document contains a full and complete Agreement on all bargainable issues between the parties hereto and for all whose benefit this Agreement is made, and no party shall be required during the term of this Agreement to negotiate or bargain upon any issue except as otherwise specified herein. While those Memorandum of Understanding executed concurrent with this Agreement are not specifically part of this Agreement, they represent a continuing intent of the Employer to abide with their terms during this Agreement. The

parties agree that no changes in wages, hours, or working conditions shall be made without negotiating such changes as required by law. Past practices shall not prevail.

ARTICLE 28 EDUCATION INCENTIVE

28.1 Any Employee who has earned an Associate Degree (or ninety (90) college credits) in a job-related field of study, as determined by the Employer in its sole discretion shall receive two and one-half (2½%) percent of their base monthly wage. Any Employee who has earned a Bachelors Degree (or 180 college credits) in a job related field of study, as determined by the Employer shall receive five (5%) percent of their base monthly wage. The maximum an Employee may receive in education incentive is 5%.

28.1.1 This education incentive will be based on transcripts or other reports from accredited colleges, universities, or approved training schools provided by the officer.

ARTICLE 29 LONGEVITY AND ACCREDITATION PAY

29.1. Longevity Pay — All Employees shall receive an additional pay increment beginning after completion of five (5) years of continuous employment in a position in the bargaining unit. This increment shall be equal to a percentage of base pay for each five (5) years of continuous service in a position in the bargaining unit completed as set forth below.

Total Years of Service	Additional Increment
0-5	0%
6-10	2%
11-15	3%
16-20	4%
21-25	6%
26+	7%

29.2. Accreditation Pay – Effective January 1, 2022, all employees shall receive a premium of 1% of their base pay in recognition of the Bainbridge Island Police Department being accredited by WASPC for the duration of this Agreement. If WASPC accreditation is not maintained after December 31, 2024, the premium will discontinue the next pay period.

ARTICLE 30 DEFERRED COMPENSATION

30.1 The Employer shall make a qualified, tax-deferred Section 457 compensation program available to bargaining unit Employees. The Employer will match each Employee's deferred compensation contribution to a maximum Employer contribution of two percent (2%) of the employee's base rate of pay. This contribution shall be in addition to any physical fitness incentive the employee qualifies for.

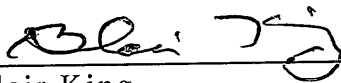
ARTICLE 31 TERM OF AGREEMENT

31.1 This Agreement shall remain in full force and effect from January 1, 2022 through December 31, 2024 provided, however, that this Agreement shall be subject to change or modification as may be mutually agreed upon by the parties hereto.

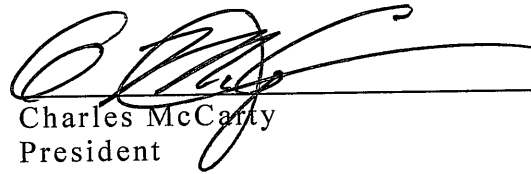
DATED THIS 17 day of August, 2022

CITY OF BAINBRIDGE
ISLAND

BAINBRIDGE ISLAND POLICE
GUILD



Blair King
City Manager



Charles McCarty
President

APPENDIX A
TO THE
AGREEMENT
BY AND BETWEEN
CITY OF BAINBRIDGE ISLAND
AND
BAINBRIDGE ISLAND POLICE OFFICERS GUILD

THIS APPENDIX IS SUPPLEMENTAL to the Agreement by and between the CITY OF BAINBRIDGE ISLAND (hereinafter referred to as the "Employer") and the Bainbridge Island Police Officers Guild.

A.1 The following table contains the wages in effect January 1, 2022, which represents a six percent (6%) increase.

Classification	Step A	Step B	Step C	Step D	Step E
Sergeant				\$9381	\$9927
Corporal				\$8616	\$9025
Officer	\$6541	\$6923	\$7326	\$7753	\$8204

A.2 Effective January 1, 2023, the rates of pay set forth in Section A.1 shall be increased by one hundred (100%) of that percentage increase set forth in the All Urban Consumers Index (CPI-U) for Seattle-Tacoma-Bellevue for that period from June 2021 to June 2022 as is specified by the Bureau of Labor Statistics, United States Department of Labor. The COLA shall not be less than one and one-half percent (1.5%), nor shall it exceed five percent (5%), plus an additional one percent (1%).

A.3 Effective January 1, 2024, the rates of pay set forth in Section A.1, as further increased by A.2 shall be increased by one hundred (100%) of that percentage increase set forth in the All Urban Consumers Index (CPI-U) for Seattle-Tacoma-Bellevue for that period from June 2022 to June 2023, as is specified by the Bureau of Labor Statistics, United States Department of Labor. The COLA shall not be less than one and one-half percent (1.5%), nor shall it exceed six percent (6%).

A.4 Employees shall be eligible for physical fitness incentive as provided in Appendix B.

A.5 Progression through the Step Plan shall be in accordance with twelve (12) months in each step, with the exception of the first advancement which shall take place the first January after hiring into the position. Step advancement shall be automatic, based on satisfactory performance.

A.6 Corporals will be placed into Step D upon promotion. Step advancement shall be based on satisfactory performance.

A.7 When an Employee is advanced to a higher job classification, the Employee shall be placed in a Step in the higher classification which is at least five (5%) percent greater than their current rate of pay. When identifying the employee's current rate of pay to apply the 5% to, the Employer shall include any specialty premium pay that the employee will no longer receive upon promotion.

A.8 Retroactive wages will be paid only to employees on the City's payroll on the date of final ratification of this Agreement by the last party to ratify.

A.9 In accordance with the Memorandum of Understanding dated December 3, 2014, Officer Bob Day's base wage rate will remain red-circled at his base rate of pay in effect in December 2014, increased by all across-the-board wage increases granted to the Patrol Officer classification thereafter.

A.10 The Employer shall have discretion to offer a lateral officer a step higher than Step B. A lateral officer who has at least 25 months of consecutive uninterrupted active service as a CJTC-recognized commissioned law enforcement officer shall, at a minimum, be placed at Step C.

APPENDIX B
TO THE
AGREEMENT
BY AND BETWEEN
CITY OF BAINBRIDGE ISLAND
AND
BAINBRIDGE ISLAND POLICE OFFICERS GUILD

B.1 Law enforcement officers have unique job functions, some of which can be physically demanding and dangerous. An officer's capability to perform those functions can affect personal and public safety. The purpose of the employer's physical fitness incentive is to promote the physical capability of the employees employed in the Bainbridge Island Police Department to meet the physical demands inherent in a police officer's job and to enhance the employee's general physical fitness level.

B.2 Participation in the physical fitness program is voluntary. The design of the physical fitness program is not intended to be punitive and instead is designed to encourage employees to continue to maintain the ability to meet the requirements of the Washington State Criminal Justice Training Commission Basic Law Enforcement Academy Physical Ability Test (PAT).

B.3 The Employer will offer employees the opportunity to demonstrate they meet the requirements for obtaining the physical fitness incentive once per year. A follow-up test will be offered approximately thirty days later for employees who fail or miss the first test. The tests will be offered during work hours in conjunction with in-service training. Employees taking the test off-duty will not be compensated for time taking the test. Time spent training, exercising, and general conditioning in preparation to take the test shall be on an individual and voluntary basis without compensation.

B.4 The Employer will comply with legal requirements relating to accommodating employees with disabilities.

B.5 Employees who pass the Department's physical fitness test and meet the requirements of the PAT, as it exists currently and is hereafter amended, shall receive a physical fitness incentive of one and one-half percent (1.5%) of the employee's base salary into the employee's 457 deferred compensation plan, effective January 1 through December 31 of the following calendar year. An employee must pass the test at least once every year in order to receive the incentive the following calendar year.