

**AGREEMENT BETWEEN**  
**INTERNATIONAL ASSOCIATION OF**  
**FIREFIGHTERS UNION, LOCAL #1604**

**Representing**

**Fire Prevention Officers**  
**and**

**CITY OF BELLEVUE**

**January 1, 2019, through December 31, 2021**



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**January 1, 2019, through December 31, 2021**

**LABOR AGREEMENT  
BY AND BETWEEN  
THE CITY OF BELLEVUE  
AND  
IAFF# 1604**

**PREAMBLE**

This agreement is between the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS UNION, LOCAL 1604 (hereafter, the "Union") and the CITY OF BELLEVUE, WASHINGTON (hereafter, the "Employer"). The purpose of the Union and the Employer entering into this agreement is to set forth, as provided for in chapter 41.56 RCW, an agreement with regard to the wages, hours and working conditions of employees in the Fire Prevention Officers bargaining unit, which was established by the Public Employment Relations Commission in Certification Decision 5769 PECB, Case No. 12743-E2130, and to promote the efficient and dedicated service of employees in the bargaining unit covered by this Agreement.

This Agreement is the entire agreement between the parties and no oral statement, practice or Employer policy with respect to wages, hours and/or working conditions shall supersede any of its provisions. If a topic is covered by this Agreement and the City's Human Resources Policies and Procedures Manual (HRPPM), then that topic as governed by the HRPPM shall not be applied to bargaining unit employees unless there is no conflict between the HRPPM and this Agreement. In instances of no conflict, the HRPPM will supplement this Agreement. If there is a conflict between the interpretation of the agreement and the City's Human Resources Policies manual, the provision of the labor agreement shall govern.

If the City proposes to make a change in the provisions of the Employer's Human Resources Policies and Procedures Manual that do apply to bargaining unit members, the City will notify the Union as to the change prior to implementation and bargain the change as may be required by RCW Ch. 41.56, at the written request of the Union.

## **ARTICLE 1 - RECOGNITION**

**Recognition** - The Employer recognizes the Union as the exclusive bargaining representative for all regular full-time Fire Prevention Officers of the City of Bellevue's Fire Prevention Division in the bargaining unit. This shall exclude supervisors, confidential employees, and all other employees, as determined by Certification Election Decision 5769 of the Public Employment Relations Commission, Case No. 12743-E96-2130 (issued December 3, 1996).

In addition to regular full-time employees, the Bargaining Unit shall include Limited Term Employees hired in as Fire Prevention Officers. This category shall be generally consistent with Council Ordinance No. 5187, establishing the category of Fixed Term Employee.

## **ARTICLE 2 - DEFINITIONS**

As used herein, the following terms are defined as follows:

- 2.1** "Union" means the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS UNION, LOCAL # 1604.
- 2.2** "Employer" means the CITY OF BELLEVUE, WASHINGTON.
- 2.3** "Employee" means an individual employed in the bargaining unit as a "Fully Benefited" regular full-time, or a Limited Term Employee (as specified in Subparagraph "4" hereof) covered by this Agreement.
- 2.4** "Limited Term Employee" shall be used to describe an employee hired for a finite period of employment, not to exceed three years. The Limited Term Employee shall be eligible for all terms of the contract, except as otherwise provided, and subject to the terms of the City MEBT Trust document.
- 2.5** "Bargaining Unit" as used herein shall mean all regular full-time and Limited Term (Fully Benefited) Fire Prevention Officers employed in the Bellevue Fire Department, Fire Prevention Division.
- 2.6** Whenever "Fire Prevention Officer" is referred to, that term includes the Inspectors and Investigators in the bargaining unit referred to in the above decision 5769 PECB as it now exists or is hereafter amended.
- 2.7** "Monthly Salary" means all forms of compensation including the monthly rate of pay so identified and set forth in Appendix "A" to this Agreement.
- 2.8** "Department" means the Bellevue Fire Department.
- 2.9** "Overtime" means the time compensated in excess of the normally scheduled hours of duty (as set forth in Article 13 – Overtime).
- 2.10** "Vacation" means a scheduled workday or accumulation of scheduled workdays on which a full-time (fully benefited) employee may, by prearrangement, continue to receive the regular rate of compensation although he/she does not work.
- 2.11** "Investigator" means a Fire Prevention Officer who meets the qualifications and training outlined in Chapter 11, Appendix A of the Fire Prevention Manual.

- 2.12** “Certified Fire Investigator” means one who has demonstrated competence in the field of fire investigation by successfully completing and maintaining certification (and all required pre-requisites including Washington state required court room testimony) from one or more of the following organizations: International Association of Arson Investigators (IAAI), National Association of Fire Investigators (NAFI), International Fire Service Accreditation Congress (IFSAC), or Pro Board Fire Service Professional Qualifications System (Pro Board).
- 2.13** “On Duty Investigator” means a Fire Prevention Officer who is capable of responding to a page or phone call from NORCOM within five (5) minutes via 800 MHz radio or telephone and arriving on scene appropriately dressed and equipped within a reasonable amount of time given the conditions at the time. The reasonableness of the response time, should it become an issue, will consider factors present at the time of the response such as traffic, weather, the location of scene, and the Officer’s history of response times. The Fire Prevention Officer commits, however, to arriving on scene as timely as possible and will not be eligible to be an “on duty investigator” if it is not feasible for them to respond in a timely manner.
- 2.14** “Satisfactory Performance” means the employee is meeting the majority of their performance goals, utilizing the core and specified competencies required to accomplish those goals as collaboratively identified by the employee and their supervisor.
- 2.15** “Accruals” for regular and Limited Term (fully benefited) employees that work less than 40 hours per week shall earn a pro-rated number of vacation, and sick accruals and holiday hours, which reflects the proportion his/her regularly scheduled work week is to a work week of 40 hours. See the “Fully benefited rate schedule below”: the following schedule in which fully benefited employees working less than 40 hours a week will accrue vacation, sick leave, and personal holidays:

Full Time Range	Annual Rate
.75-.79 (30 – 31.6 hours/wk)	.75
.80-.84 (32 – 33.6 hours/wk)	.80
.85-.89 (34 – 35.6 hours/wk))	.85
.90-.99 (36 – 39.6 hours/wk)	.90

- 2.16** “Advanced Level Fire Plans Examination” are the duties performed by a Fire Prevention Officer who primarily reviews plans for large, high-rise, unique and complex projects. The individual is assigned to plan review and the majority (at least 75%) of plan review time is spent reviewing, analyzing, interpreting, evaluating and ultimately approving, plans for a variety of complex life safety systems including smoke control, fire pumps and multifaceted sprinkler and fire alarm systems. The Fire Prevention Officer doing advanced level fire plans examination may be responsible for mentoring less experienced plans examiners.

An advanced fire plans examiner is one who has demonstrated competence in the field of fire plan review by successfully completing and maintaining certification as a Certified Fire Protection Specialist (CFPS) and performs advanced level fire plans examination.

- 2.17** “Family member” includes child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent,

regardless of age or dependency status; a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; a spouse; a registered domestic partner; a grandparent; a grandchild; or a sibling.

### **ARTICLE 3 - UNION MEMBERSHIP AND DUES**

- 3.1** Union Membership - The Union encourages all employees covered hereunder to become and remain members in good standing of the Union, and the Union accepts its responsibility to fairly represent all employees in the bargaining unit, regardless of membership status.
- 3.2** Dues Deduction - The Employer will make deductions for Union dues from the wages of each employee who desires to become a Union member and executes a properly written authorization and such deductions shall be remitted to the Union Treasurer.
- 3.3** The Union agrees to indemnify, defend and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken by the Employer under the provisions of this Article. The Employer will remain responsible for its own errors in the administration of this Article.

The Union shall not be obligated to pay for any independent representation chosen by the Employer. The Union shall have sole control over all aspects of litigation and settlement matters when the Union is acting under the defense and indemnification obligations of this agreement, consistent with ethical obligations of the attorney-client relationship.

### **ARTICLE 4 - NON-DISCRIMINATION**

- 4.1** The Employer and Union agree that neither party shall discriminate unlawfully against any employee. The Employer and Union further agree that no employee shall be discriminated against by reason of relationship to any employee to the Employer.
- 4.2** There shall be no discrimination by the Employer or Union against any employee for his/her membership or non-membership in the Union, or the lawful exercise of the employee's right under RCW 41.56.
- 4.3** Issues involving the interpretation or application of Sections 4.1 and 4.2 above shall be addressed by the Union or individual employees through the Department Chain of Command, or through the Human Resources Department. Thereafter, any claim of unlawful discrimination must be processed by the individual employee privately through the appropriate local, state or federal agency or through the courts and shall not be subject to the grievance procedure. Employees believing that they may have been discriminated against shall comply with the City policies concerning notification to the City.
- 4.4** Wherever words denoting a specific gender are used in this agreement, they shall be construed

to apply to either gender.

#### **ARTICLE 5 - PERSONNEL INFORMATION**

- 5.1** Employee information is kept confidential (i.e., is not disclosed to the public or other non-supervisory employees), except as required by law. Unless a party, other than the Union, seeking such information receives authorization from the employee, only the following information will be released to inquirers: verification of job title; employment dates; and termination status (i.e. terminated voluntarily, involuntarily, or as a result of a reduction in workforce). Employees who want additional information disclosed should complete the Release of Information form, available from the City Clerk's Office.

#### **ARTICLE 6 - UNION OFFICIALS TIME OFF AND BULLETIN BOARDS**

- 6.1** Union Officials Time-Off - An employee who is authorized by the Union may be granted time-off while conducting any union business vital to the employees in the bargaining unit provided:

They notify the Employer in writing at least one (1) business day prior to the time-off period.

The Employer is able to properly staff the employee's job duties during the time-off period;

The wage cost to the Employer is no greater than the cost that would have been incurred had the employee not taken time-off; and

Employees shall not transact Union business while working on duty which in any way interferes with the operation or normal routine of any department.

With regard to on-duty time spent participating in labor negotiations meetings with Employer representatives, a reasonable standard shall be used so that such meetings do not disrupt the Department's operations.

- 6.2** The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in the Fire Prevention Division to be used by the Union.
- 6.3** Employees who attend Union meetings during normal business hours will be required to utilize compensated leave or work an equal number of hours outside their regular work schedule. The executive board representative will be exempt from this provision of the contract.

#### **ARTICLE 7 - PREVAILING RIGHTS**

- 7.1** The Union recognizes the prerogative and responsibility of the Employer to operate and manage its affairs in all respects in accordance with its lawful authority. The powers and authority which the Employer has not expressly abridged, delegated, or modified by the Agreement are retained by the Employer.

- 7.2** Management rights and responsibilities as described above shall include, but are not limited to the following:
- 7.2.1** To discipline, suspend, demote, discharge employees who have completed their entry level, twelve (12) month probationary period for just cause. Examples of just cause are set forth in the Human Resources Policies and Procedures Manual.
  - 7.2.2** To recruit, hire, promote, transfer, assign, and retain employees.
  - 7.2.3** To fill vacancies subject to Employer Human Resources Policies and Procedures manual as written at the time of the execution of this agreement.
  - 7.2.4** To appoint employees to positions within the bargaining unit.
  - 7.2.5** To assign work and overtime.
  - 7.2.6** To classify jobs.
  - 7.2.7** To determine the duties to be performed by employees in classifications included in the bargaining unit.
  - 7.2.8** To determine business hours, length of shifts, and starting and quitting times.
  - 7.2.9** To schedule work.
  - 7.2.10** To direct employees.
  - 7.2.11** To discontinue work that would be wasteful or unproductive, after meeting with Fire Prevention Officers.
  - 7.2.12** To make and modify rules and regulations for the operation of the department and conduct of its employees.
  - 7.2.13** To promulgate standard operating procedures for the operations of the Fire Department and distribute to each employee covered under this agreement.
  - 7.2.14** To determine physical, mental, and performance standards.
  - 7.2.15** To control the fire department budget.
  - 7.2.16** To take any action necessary in event of emergency.

#### **ARTICLE 8 - SAVINGS CLAUSE**

If any provision or the application of any provision of this agreement shall be rendered or declared invalid by any court action or subsequently enacted legislation, the parties shall, in a timely manner, amend the affected provision or provisions only, and all remaining provisions of this agreement shall remain in full force and effect.

#### **ARTICLE 9 - GRIEVANCE PROCEDURE**



- 9.1** A "grievance" means a claim or a dispute by an employee, the Employer, or the Union with respect to the interpretation or application of the provisions of this Agreement. The Union has the right, in its own capacity, to act as an aggrieved party in the grievance procedure.
- 9.2** No grievance shall be entertained or processed unless it is submitted within thirty (30) calendar days after the first occurrence of the event, giving rise to the grievance or within thirty (30) calendar days after the employee or the Union has obtained knowledge of the first occurrence of the event, giving rise to the grievance.

### **Step 1**

The Union or an employee shall present a grievance to the employee's supervisor, who shall give his/her oral answer within ten (10) business days after it is presented to him/her, provided, however, that if a grievance is filed by an employee without assistance of the Union, the Union shall be given notice of the grievance and an opportunity to be present at any adjustment of the grievance and the Union will not be required to press employee(s) grievances if, in the Union's opinion, the grievances lack merit.

### **Step 2**

If the grievance is not settled in Step 1, it shall be referred in writing with a copy to Human Resources, to the Fire Chief within ten (10) business days after the designated supervisor's answer in Step 1 and shall be signed by the employee or the Union representative. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the agreement allegedly violated, and the relief requested. The Fire Chief, or his/her representative or designee, shall discuss the grievance within ten (10) business days with the Union representative at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Fire Chief and the Union. If no settlement is reached, the Fire Chief, or his/her representative, shall give the Department's written answer to the Union within ten (10) business days following their meeting.

### **Step 3**

If the employee or the Union is not satisfied with the solution by the Fire Chief, the grievance, in writing, together with all other pertinent materials, may be presented to the Labor Manager, with a copy to the City Manager, by a Union representative within ten (10) business days of the Fire Chief's decision. The Labor Manager shall attempt to resolve the grievance within ten (10) business days after it has been presented to him/her.

### **Step 4**

If the grievance is not resolved by the Labor Manager to the satisfaction of the Union, the grievance may, within ten (10) business days, be referred to an arbiter to be selected via either the Public Employment Relations Commission [PERC] or the American Arbitration Association [AAA].

- 9.3** It shall be the function of the arbiter to hold a hearing at which the parties may submit their

cases concerning the grievance. The arbiter shall render his/her decision based on the interpretation and application of the provisions of this Agreement within thirty (30) calendar days after such hearing. The decision shall be final and binding upon the parties to the grievance, provided the decision does not involve action by the Employer which is beyond the arbitrator's jurisdiction. Each party hereto will pay the expenses of their own representatives, including attorneys' fees and the expenses of the arbiter will be borne equally by the parties hereto. In the event one of the parties involved is unavailable, the time period specified shall be extended accordingly. Neither the arbiter nor any other person or persons involved in the grievance procedure shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement. The arbiter's powers are limited to interpretation of the terms of this Agreement and a decision concerning appropriate application thereof.

- 9.4** It is specifically understood that any matters not included in this Agreement, including statutory provisions, shall not be considered grievances and subject to the grievance procedure as set forth above.
- 9.5** Processing a grievance through the Grievance Procedures shall constitute an election of remedies and a waiver of the rights of the Union and Employee to contest the subject matter in another forum. Likewise, processing an issue through the courts shall constitute a waiver of the right of the Employee and the Union to process the subject matter of the grievance in any other forum.
- 9.6** The time limits set forth in this Article may be extended by mutual agreement of the Employer and the Union. The parties may also, via mutual agreement, bypass any of the steps in the grievance procedure where the parties deem it appropriate to do so. The parties will document their mutual agreement, for either extensions of the time limits or to bypass any steps in the Grievance procedure, in writing.

Failure by the non-grieving party to comply with the time limitations as provided in this Article shall constitute a right of the grieving party to proceed to the next Step without waiting. Failure of the grieving party to comply with the time limitations shall constitute resolution and withdrawal of the grievance.

#### **ARTICLE 10 - SENIORITY**

A full-time employee will accrue seniority from his/her date of hire as a regular full-time employee in the bargaining unit. The Employer shall establish a seniority list. The seniority list will be brought up-to-date at least once per calendar year and a copy will be posted on the bulletin board in the fire prevention division with a copy forwarded to the secretary of the Union. Any objections to the list as posted shall be reported, in writing, to the Employer within ten (10) days after the posting and corrected if found to be in error. In case of layoff, an employee will retain his/her seniority for a period of three (3) years, or longer at the sole discretion of the Employer, provided he/she notifies the Employer in writing of his/her desire to be recalled at intervals not to exceed six (6) months. If an employee does not notify the employer, as specified, or does not return to duty when recalled, he/she shall be terminated. In the event one (1) or more employees are hired on the same date, seniority shall be made by grade point

ranking as established by the Employer in the hiring process.

A Limited Term Employee may apply for any position in the City, including a regular Fire Prevention Officer position. The Limited Term Employee shall receive the same consideration and review as any other candidate. If the Limited Term Employee is offered a regular position, the seniority date for all purposes shall be established as the original date of hire for the Limited Term, unless there has been a break in service.

#### **ARTICLE 11 - REDUCTION AND RECALL**

**11.1** The Employer shall provide the Union with reasonable notice in the event it decides to reduce the Department personnel within the positions covered by this Agreement. If the number of bargaining unit positions shall be reduced, the employee with the least seniority shall be the first to be laid off, provided those remaining within the affected classification have the skills and qualifications to perform the necessary service level.

Limited Term Employees as defined in Council Ordinance 6153 are at-will employees and shall be laid off prior to regular employees within the affected classification, and in reverse order of seniority among Limited Term Employees.

**11.2** No new employee shall be hired until all laid off employees have been given an opportunity to return to work, provided they meet the requirements and retain seniority as set forth in Article 10 (see Seniority above). The Employer has no obligation to recall an employee after the employee has been on continuous layoff for a period of three (3) years.

**11.3** Members of this bargaining unit may exercise a voluntary layoff option when offered by the City. Members, whether involuntarily or voluntarily laid off, will maintain their seniority and recall rights. Any recalls shall be based on seniority in the bargaining unit, regardless of whether the employee volunteered for layoff, or the order of layoff. When recalling employees, the employer is obligated to recall the member with the most seniority in the bargaining unit. (Reference: MOU dated 11/25/09)

#### **ARTICLE 12 - HOURS OF WORK**

**12.1** The basic week of service for each employee shall be not more than forty (40) hours. Generally, the workweek is Monday through Friday, eight a.m. to five p.m. Alternative work scheduling is available at the discretion of the Fire Chief, providing that sufficient staff is available to ensure delivery of services. Alternative work scheduling may be discontinued for any individual employee, providing 30-day written notice to the employee, and including reasons for the discontinuation. A 4-10 alternative work schedule will be available to all employees in the bargaining unit.

**12.2** Employees shall have a minimum of eight (8) consecutive hour non-compensated break in a 24-hour period, unless otherwise authorized in advance by the Fire Marshal.

**12.3** An employee authorized to flex their schedule and who performs duties assigned by the employer between 1700 and 0600 hours, will be compensated at one and one-half times the employee's regular rate of pay, provided such overtime compensation is reimbursed to the City by outside entities. In addition, any duties assigned by the Employer and performed on a Saturday or Sunday will be compensated at one and one-half times the employee's regular rate of pay, provided such overtime compensation is reimbursed to the City by outside entities. If the employee does not flex their schedule and/or the City is not reimbursed by an outside entity the overtime provision as provided in Article 13.1 shall apply.

**12.4** Working Outside Normal Business Hours

As soon as the need for Fire Prevention staffing of any event/situation is known by, and/or requested of, the Fire Department, the membership shall be notified of the request and the opportunity to work overtime. The Employer shall provide as much advance notice as possible.

Scenario where staffing is limited -

1. Offer the overtime opportunity to the Fire Prevention Personnel; if demand is not satisfied;
2. Offer Local 1604 ops/suppression or other qualified personnel, if business need (which shall be at the sole discretion of the Fire Chief);
3. If offers are declined, assign the Fire Prevention Officer with the least amount of seniority to work the overtime.

Scenario where staffing is adequate -

1. Offer the overtime opportunity to the Fire Prevention Personnel;
2. If more FPOs sign up than shifts available, then offer the overtime opportunity to the FPO with the least amount of overtime worked year to date.

**12.4.1** Construction – Staff will be assigned on the following criteria:

1. If a Fire Prevention Officer (FPO) has been assigned to the project, the same FPO will also be expected to work after hours when needed.
2. When additional staff is needed, or there are no assigned FPOs, work will be offered to qualified FPO based on the least accumulated overtime in the calendar year.
3. If there are no volunteers (as outlined in 12.4), then work will be assigned to the qualified FPO with the least seniority.

**ARTICLE 13 - OVERTIME**

**13.1** Daily and Weekly Overtime: All hours compensated in excess of 40 hours per week shall constitute overtime and shall be paid for at one and one-half the employee's regular hourly rate of pay. Work performed by an employee on a call-out basis (e.g., after-hours call out for a fire investigation) qualifies for overtime compensation. All overtime must be authorized by the Fire Chief or his/her designee. The Fire Chief or his/her designee may offer the employee the

opportunity to earn compensatory time credit equal to one and one-half times the overtime hours worked in lieu of overtime pay. Compensatory time credit may be accumulated in a compensatory time bank of up to forty (40) hours maximum (26.67 hours times time and one-half). All banked compensatory time hours as of December 31 of each year will be paid in a lump sum, which will be based on the employee's monthly base salary as of December 31. The employee will receive this additional pay on the February paycheck of the following year.

**13.2** Overtime Minimum Pay: In the event that an employee is called out to work overtime, which has been specifically authorized by supervisory or command personnel, which is not an extension at the beginning or end of a normal shift, the employee shall be paid for the actual time worked with a minimum equivalent of three (3) hours at the overtime rate. An employee who elects to leave when the work is done, if the time worked is less than three (3) hours, shall receive overtime pay only for the actual time worked, computed to the nearest quarter hour.

However, in the event an on-duty fire investigator is called out to work overtime, which has been specifically authorized by supervisory or command personnel, which is not an extension at the beginning or end of a normal shift or the employee is physically called out and is then turned around en route, the employee shall be paid a minimum of two (2) hours at the overtime rate; however, if the employee's regular shift starts less than two (2) hours from the time he/she started work as the result of a call out situation, he/she will be paid overtime for only such time as occurs before the start of his/her regular scheduled shift. An employee may be required to respond to more than one call out within the two (2) hour minimum without being additionally compensated with another two (2) hours overtime.

The employer may require work of the employee called out beyond that initially prompting the call out.

In the event an on-duty fire investigator provides assistance of at least fifteen (15) minutes in duration without physically responding to work or the worksite (i.e., addressing the issue by phone, electronically or other means) the employee shall be paid a minimum of thirty (30) minutes at the overtime rate. An employee responding to and completing multiple calls, without physically responding to work or the worksite, within the same 30-minute period will not be entitled to additional compensation beyond the minimum overtime rate.

The amended overtime minimum pay language shall be effective the first full month following the last party to sign this agreement

**13.3** Working Out of Class: Employees assigned as Acting Fire Marshal or Assistant Fire Marshal status must handle the daily and ancillary responsibilities of those positions and make the major decisions which accompany these responsibilities. Employees assigned as Acting Fire Marshal or Acting Assistant Fire Marshal for four (4) consecutive days shall be compensated at 107% of their normal pay rate during the period for which they are so assigned.

**13.4** Responder Pay: On-duty investigators who are required to be available and subject to call shall receive a Responder duty allowance. See Appendix A.8

- 13.5 An employee who is assigned responder duty on a regular designated City holiday (Article 16) will be paid Responder Pay, any relevant Callout Pay, and holiday pay.
- 13.6 An employee who is assigned responder duty on Thanksgiving, Christmas, or New Year's Day, will be paid Responder Pay, any relevant Callout Pay and holiday pay, as well as bank 8 additional vacation hours. If the responder duty for a holiday referenced above is assigned to more than one employee, the 8 additional vacation hours shall be awarded on a prorated basis.

**ARTICLE 14 - SALARIES**

See "Appendix A."

**ARTICLE 15 - VACATION LEAVE**

15.1 Each "Fully Benefited" regular full-time employee will accrue vacation leave time at the following rate based upon his/her continuous length of service from his/her most recent service credit date as a regular employee of the Employer. Accruals are credited and posted to the employee's account at the completion of each calendar month.

15.2 Annual Vacation Leave Accruals

<u>Length of Service</u>	<u>Annual Leave in Days</u>	<u>Monthly Rate of Accrual</u>
0 - 4 years	12 days	8 hours
5 - 9 years	15 days	10 hours
10 – 14 years	19 days	12.7 hours
15 – 19 years	22 days	14.7 hours
20 + years	25 days	16.7 hours

15.3 An employee who ceases to be an employee of the Employer will be paid at his/her base hourly rate a lump sum for all unused vacation accruals which have not been forfeited. Upon the death of an employee in active service, the unused vacation accruals which have not been forfeited will be paid to the same individual to who is paid his/her accrued wages.

Vacation Carry-over Limits: The maximum number of unused vacation hours an employee may carry forward from one calendar year to the next is limited to 240 hours. Any leave accruals exceeding the maximum carryover on December 31 of each year will automatically be forfeited unless otherwise specifically authorized in writing by the City Manager or designee.

15.4 It is the intent of this agreement to allow an employee to use accrued vacation time in cases of emergency such as serious illness or serious injury in the immediate family.

**ARTICLE 16 - HOLIDAY LEAVE**

16.1 Holidays Observed:

New Year's Day	(January 1 <sup>st</sup> )
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Martin Luther King's Birthday	(3 <sup>rd</sup> Monday in January)
Presidents' Day	(3 <sup>rd</sup> Monday in February)
Memorial Day	(last Monday in May)
Independence Day	(July 4 <sup>th</sup> )
Labor Day	(1 <sup>st</sup> Monday in September)
Veteran's Day	(November 11 <sup>th</sup> )
Thanksgiving Day	(4 <sup>th</sup> Thursday in November)
The day immediately following Thanksgiving Day	
Christmas Day	(December 25 <sup>th</sup> )

**16.2** When one of these holidays falls on Saturday, he/she will take the day before the designated holiday as the holiday; when one of these holidays falls on Sunday, he/she will take the day after the designated holiday as the holiday, assuming a Monday through Friday work week.

**16.2** In addition to the ten designated holidays listed above, employees referred to in this contract will receive sixteen (16) hours of holiday credit on January 1; employees hired during the year will be credited with sixteen (16) hours upon hire; employees who had previously terminated and are rehired in the same year will receive any floating holiday credit hours that were forfeited at the time of termination. These hours may be used in the same manner as vacation leave, with the exception that floating holiday hours must be used in the calendar year in which they are received. An employee leaving the Employer will not be paid for any unused floating holiday hours.

**16.4** Working a Holiday: If an employee is required by the Employer, and is pre-authorized by the Fire Marshal or designee to work a City observed holiday, other than pursuant to Article 13.5 and 13.6, the employee shall receive eight (8) hours holiday pay at straight pay, and shall be compensated at 1½ times their current rate of pay for the hours worked on the holiday (minimum 4 overtime hours);

OR

The employee will have the option to reschedule\* the eight (8) hours holiday time on another date in lieu of pay, and shall be compensated at 1½ times their current rate of pay for the hours worked on the holiday (minimum 4 overtime hours). If this results in the employee being compensated less than 8 straight time hours on the holiday, the Employer shall provide the difference up to two (2) hours of additional holiday hours of straight pay. The employee who desires to elect this option must notify timekeeping within the same pay period as the holiday.

\*Hours will be added to Personal Holiday Bank and must be used within the same calendar year.

### **ARTICLE 17 - SERVICE AWARD PROGRAM**

City Human Resources Policies and Procedures Manual is hereby incorporated by reference, and

members of the bargaining unit shall receive the same benefits as non-represented employees of the Employer.

<b>Years of Service</b>	<b>Service Award</b>
5	A letter of appreciation from the Fire Chief, a certificate of service signed by the City Manager and the Mayor, and one additional day of vacation leave.
10	A letter of appreciation from the City Manager, a certificate of service signed by the City Manager and the Mayor, two additional days of vacation leave and a \$100 bonus.
15	A letter of appreciation from the City Manager, a certificate of service signed by the City Manager and the Mayor, two additional days of vacation, and a \$150 bonus.
20	A letter of appreciation from the City Manager and Mayor, a certificate of service signed by the City Manager and the Mayor, two additional days of vacation leave and a \$200 bonus.
25	A letter of appreciation from the City Manager and Mayor, a plaque of service signed by the City Manager and the Mayor, two additional days of vacation leave and a \$250 bonus.
30	A letter of appreciation from the City Manager and Mayor, a gift presented by the City Manager and the Mayor, two additional days of vacation leave and a \$300 bonus.
35	A letter of appreciation from the City Manager and Mayor, a gift presented by the City Manager and the Mayor, two additional days of vacation leave and a \$350 bonus.
40	A letter of appreciation from the City Manager and Mayor, a gift presented by the City Manager and the Mayor, two additional days of vacation leave and a \$400 bonus.



## ARTICLE 18 - SICK LEAVE

**18.1** Sick Leave Accruals: Each bargaining unit employee will accrue sick leave at the rate equivalent to (8) hours for each calendar month of service completed since his/her most recent service credit date as a regular employee. The maximum number of hours an employee may carry in his/her sick leave balance is 1,440, pro-rated in accordance with the employee's FTE. An employee re-instated following a layoff or rehired within twelve months of separation will be credited with the number of hours of unused sick leave he/she had accumulated but not utilized as of the effective date of the layoff.

**18.2** Notice Prior to Using Paid Sick Leave: Use of sick leave is permitted only when an employee, or someone on the employee's behalf, has notified the employee's supervisor of the impending absence within a reasonable time of the employee's scheduled starting time in accordance with department work rules except where the sick leave is unforeseeable and it is not practicable for the employee or a person on the employee's behalf to provide notice. The maximum number of hours of paid sick leave an employee may take is the number posted to his/her account balance at the time the sick leave is taken; an employee may not "borrow" sick leave before it is earned.

**18.3** Using Paid Sick Leave: An employee may use his/her sick leave accruals for:

18.3.1 An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;

18.3.2 To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care;

18.3.3 When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such an order; and

18.3.4 Leave as provided for under Washington State's Domestic Violence Leave Act

Except as noted in the next paragraph, all work time taken for medical and dental appointments and /or treatment, including time taken for medical treatment of on-the-job injuries, and educational classes described above, will be charged to sick leave.

**18.4** An employee may use vacation or comp time accruals when sick leave has been exhausted. He/she may also request an unpaid leave of absence as described in Article 20 of this contract. The Fire Chief may require an employee to obtain a physician's certificate or other verification when an employee has requested accommodation or has been absent longer than three consecutive work days. The physician's certificate may be needed to 1) indicate medical approval for the employee to return to work; 2) establish that an employee used sick leave for an authorized reason; or 3) indicate medical approval of the employee to attend educational

classes. Misrepresentation of any material fact in connection with the use of paid sick leave is grounds for suspension or discharge.

**18.5** Washington Family Care Act – The Washington Family Care Act allows an employee to use any or all of the employee’s choice of paid time off that is provided under the terms of this agreement for:

- a child of the employee with a health condition requiring treatment or supervision; or,
- a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or emergency condition,

Use of available paid time off for these reasons shall be according to the provisions of the Washington Family Care Act (RCW 49.12.270). A doctor’s verification may be required for use of such paid time off.

**18.5.1** “Child” means a biological, adopted, or foster child, a stepchild, a legal and, or a child of a person standing in loco parentis who is a) under 18 years of age; or b) Eighteen years of age or older and incapable of self-care because of a mental or physical disability.

**18.5.2** “Health Condition Requiring Treatment or Supervision” means a) any medical condition requiring treatment or medication that the child cannot self-administer; b) any medical or mental health condition which would endanger the child’s safety or recovery without the presence of a parent or guardian; or c) any condition warranting treatment or preventive health care such as physical, dental, optical or immunization services, when a parent must be present to authorize and when sick leave may otherwise be used for the employee’s preventative health care.

**18.5.3** “Serious Health Condition” means an illness, injury, impairment, or physical or mental condition that involves any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, and any period of incapacity or subsequent treatment or recovery in connection with such inpatient care; or that involves continuing treatment by or under the supervision of a health care provider or a provider of health care services and which includes any period of incapacity (i.e., inability to work, attend school or perform other regular daily activities).

**18.5.4** “Emergency Condition” means a health condition that is a sudden, generally unexpected occurrence or set of circumstance related to one’s health demanding immediate action, and is typically very short term in nature.

## **ARTICLE 19 - ON-THE-JOB INJURIES AND TIME LOSS CLAIMS**

**19.1** Subject to applicable law, any employee involved in any accident or suffering a job-related injury or illness is required to report the accident and/or injury/illness to his/her supervisor immediately. Failure to report may be grounds for denying worker’s compensation, and/or cause for discipline up to and including dismissal.

- 19.2** Whenever an on-the-job injury causes a regular employee to take time off work for treatment and/or recuperation ("time loss"), that time is charged to the employee's sick leave balance, if any, until the Washington State Department of Labor and Industries has determined whether the claim is covered under the Worker's Compensation program. If the injury is covered by the Worker's Compensation program, the dollar amount of the time loss award will be divided by the employee's regular rate of pay, during the time loss period, to determine the number of hours which will be restored to the employee's sick leave balance.
- 19.3** If the Ruling is that the time loss is not covered by the Worker's Compensation program, then the employee will continue to be charged sick leave for the time loss. If the employee exhausts all his/her sick leave, then the employee will be charged his/her vacation, and finally will be placed on leave without pay.
- 19.4** After being on Workers' Compensation for a period of six months or more for an injury or illness, the employee will be placed on inactive status pending release to return to work. The Employer retains the right to fill the position or to extend the period of injury/illness leave based on the prognosis from the employee's physician that the employee will be able to return to work on a date certain.

#### **ARTICLE 20 - SUPPLEMENTING PAID SICK LEAVE WITH UNPAID LEAVE**

An employee who has exhausted all his/her sick leave may request the City Manager or his/her designee to approve up to six calendar months of unpaid sick leave. Such unpaid sick leave will only be granted when (1) the employee is undergoing prolonged medical treatment or convalescence; (2) there is medical evidence the employee is likely to be able to return to work at the end of the leave; and (3) the employee does not have a history of sick leave abuse or excessive sick leave use for relatively minor problems. Approval of the requested unpaid sick leave is at the discretion of the City Manager or his/her designee.

#### **ARTICLE 21 - MEBT**

As part of the total compensation for employees in the bargaining unit, the Municipal Employee's Benefit Trust (MEBT) provides employees with supplemental retirement, survivor and a long-term disability benefit when the employee is medically disabled from performing his/her job. Participation in the MEBT by employees shall be subject to all the terms and conditions that now are or hereafter may be applicable to all other City of Bellevue employees eligible for participation. The terms of the MEBT shall continue to be determined solely by the MEBT Committee rather than through the collective bargaining agreements negotiated by the parties. The provisions of this article shall not be subject to the provisions of Article 9 – Grievance Procedure of this agreement.

#### **ARTICLE 22 - FLEXIBLE AND PART TIME WORK SCHEDULES**

- 22.1** An employee experiencing a prolonged medical treatment or convalescence may request an adjustment in work hours to accommodate treatment schedules, or may request return to work on reduced work hours. Such request must be accompanied by a physician's certificate which (1)

gives medical approval for the employee to return to work; (2) lists all restrictions and conditions on that return; and (3) indicates the probability that the employee will likely be able to return to his/her normal work schedule and assignment within 18 months of the date that such schedule is requested. The Department Director will explore possible options for accommodating the employee's request. Such schedule will be granted at the discretion of the Department Director.

- 22.2** During the time an employee has been authorized a reduced work schedule (less than 90 hours per calendar month) for the care of the employee's child, spouse or parent with a serious health condition, or because of his/her own serious health condition, the employer will provide the employer's share of the employee and family medical and dental insurance, and life insurance coverage for up to 12 weeks (including any time charged to paid sick leave or vacation) in a 12 month period just as if the employee's work schedule had not been reduced. The employee will be responsible for the employee's share of such premium.

### **ARTICLE 23 – FAMILY AND MEDICAL LEAVE**

- 23.1** The Employer's Human Resources Policies and Procedures Manual is adopted by reference and attached in pertinent part.
- 23.2** Effective January 1, 2020, a paid family and medical leave benefit will be available to eligible employees according to the provisions of RCW 50A and the Employer's pertinent Policies and Procedures. Effective January 1, 2019, the employee's share of the premiums for paid family and medical leave and any surcharges will be collected through a payroll deduction and remitted to the Employment Security Department of Washington State as provided in RCW 50A.

### **ARTICLE 24 - BEREAVEMENT LEAVE**

A fully-benefited employee may use up to a total of forty (40) hours of paid administrative leave per occurrence of death in the employee's immediate family, provided the employee's normal workweek is 40 hours. Fully-benefited employee's whose normal workweek schedule is less than 40 hours per week shall receive Bereavement leave on a pro rata basis. It is expected that such leave will be taken during or within 60 days of death, or longer with Human Resources Director or designee review and approval. "Immediate family" means an employee's parents (natural, step-, adopted, foster, or individuals who stood in loco parentis to the employee when the employee was a child), sisters, brothers, spouse, registered domestic partner, children (natural, adopted, step-, foster, legal wards, children of registered domestic partners, or children of persons standing in loco parentis), mother/father-in-law, daughter/son-in-law, mother, father, daughter or son of registered domestic partners, grandparents, great-grandparents, grandchildren, and great-grandchildren.

**ARTICLE 25 - LEAVE OF ABSENCE WITHOUT PAY**

Employer's Human Resources Policies and Procedures Manual is adopted by reference and attached in pertinent part.

**ARTICLE 26 - MILITARY LEAVE**

Employer's Human Resources Policies and Procedures Manual is adopted by reference and attached in pertinent part.

**ARTICLE 27 - JURY DUTY AND OTHER CIVIC DUTY LEAVE**

Employer's Human Resources Policies and Procedures Manual is adopted by reference and attached in pertinent part.

**ARTICLE 28 - PENSION**

Employer's Human Resources Policies and Procedures Manual is adopted by reference and attached in pertinent part.

**ARTICLE 29 - HEALTH INSURANCE (MEDICAL, DENTAL, VISION, & LIFE)**

**29.1** Health Insurance: Overall, it is the intent of the parties that health benefits coverage, plan design and cost sharing for employees in the bargaining unit shall be the same as for non-represented employees of the City. Health benefits coverage shall be provided in accordance with state and federal laws in existence at any given time during the term of this agreement.

**29.2** Medical Plans offered by the City of Bellevue:

- A. For the benefit year commencing on January 1, 2019, the employer will continue to provide health insurance pursuant to the terms of the last year of the parties' prior collective bargaining agreement expiring on December 31, 2018. For the benefit years commencing January 1, 2020, and for the duration of the agreement, health insurance will be provided pursuant to the terms of this article.
  
- B. Employees hired on or prior to November 30, 2019, and eligible for benefits prior to January 1, 2020, will be eligible to enroll at hire, open enrollment, or at a qualifying event in either the Core Plan, the Choice Plan, or the HMO option operated by Kaiser Permanente. Employees hired after November 30, 2019, and eligible for benefits on January 1, 2020, or after will only be eligible to enroll at hire, open enrollment, or at a qualifying event in either the Choice Plan or the HMO Option operated by Kaiser Permanente.
  
- C. Should the employee elect to enroll in the Core Plan (currently administered by Premera), they will pay the following percentage of the total costs of their coverage:

Self-Insured Plan	Coverage Level/Tier	Employee Contribution Percentage
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<b>Premera Core</b>	Employee Only	7.74%
	Employee & Spouse/Registered Domestic Partner	15.91%
	Employee & Child(ren)	12.94%
	Employee & Family	17.09%

- D. Should the employee elect dependent coverage under the Choice Plan (currently administered by Premera), the employee's percentage of the required premium will be calculated after subtracting the total employee only premium:

<b>Self-Insured Plan</b>	<b>Coverage Level/Tier</b>	<b>Employee Contribution Percentage</b>
<b>Premera Choice</b>	Employee Only	0%
	Employee & Spouse/Registered Domestic Partner	10%
	Employee & Child(ren)	10%
	Employee & Family	10%

- E. Should the Employee elect to enroll in the plan currently provided by Kaiser Permanente, they will pay the following percentage of the total cost of the plan. Should the employee elect dependent coverage under the plan operated by Kaiser Permanente, the employee's percentage of the required premium will be calculated after subtracting the total employee only premium:

<b>Insured Plan</b>	<b>Coverage Level/Tier</b>	<b>Employee Contribution Percentage</b>
<b>Kaiser (HMO)</b>	Employee Only	0%
	Employee & Spouse/Registered Domestic Partner	10%
	Employee & Child(ren)	10%
	Employee & Family	10%

**29.3 Dental and Vision:** The Employer will continue to provide the following Dental and Vision coverages and employees will pay the following percentages of the total costs of the plan depending upon the coverages an employee elects.

**A. Dental**

Premium Sharing for Delta Dental: The employee percentage of the required premium will be calculated as follows:

<b>Insured Plan</b>	<b>Coverage Level/Tier</b>	<b>Employee Contribution Percentage</b>
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		(of the Monthly Total Premium)
<b>Delta Dental</b>	Employee Only	12.0%
	Employee & Spouse/Registered Domestic Partner	16.6%
	Employee & Child(ren)	17.6%
	Employee & Family	18.8%

Premium Sharing for Willamette (Dental Maintenance Organization or DMO): The employee percentage of the required premium will be calculated as follows:

<b>Insured Plan</b>	<b>Coverage Level/Tier</b>	<b>Employee Contribution Percentage (of the Monthly Total Premium)</b>
<b>Willamette (DMO)</b>	Employee Only	12.7%
	Employee & Spouse/Registered Domestic Partner	16.9%
	Employee & Child(ren)	17.9%
	Employee & Family	18.9%

**B. Premium Sharing for Vision Services Plan (VSP): Insured Plans Offered: Exam Only Plan and Exam & Hardware Plan**

**Exam Only Plan:** The Employee pays 0% for all coverage level/tiers. This coverage is 100% Employer paid.

**Exam and Hardware Plan:** The Employee shall contribute the remaining premium of the selected coverage level/tier after the Employer contributes the dollar amount equal to the Exam Only Plan for that coverage level/tier.

- 29.4** Group Life / Accidental Death and Dismemberment (AD&D) Insurance: The City agrees to provide insurance for employees in the bargaining unit equal to a maximum amount of \$50,000 and pay the cost of such insurance.
- 29.5** Effective January 1, 2019, employees will no longer receive a waiver rebate should they elect to forgo medical or dental coverage through the City of Bellevue.
- 29.6** The Union recognizes that the Employer shall have the right to amend and make design and cost sharing changes to the Employer provided health plans to promote cost containment, provided such changes shall be made uniformly for all non-represented City employees, their dependents, and employee groups evenly. The Employer retains the right to select administrators and choose insurance carriers or to self-insure benefits. The Union understands and recognizes that the monthly premiums for insured plans is based on the actual rate charged to the City by the

insurance company (e.g. Kaiser, Delta Dental, Willamette), and that the monthly total premiums for self-insured plans is the renewal premium equivalent rates in the annual actuary report effective each January as determined by the actuary hired for the plan.

The above employee and employer premium sharing contributions shall be made monthly to the Health Benefits Fund. Employee contributions shall be deducted monthly from the employee's pay checks. These monies shall only be used for allowable expenses, such as medical and prescription drug claims, third party administrator fees, insurance (such as stop loss coverage), and other medical, dental, vision coverage and reserves. Any unexpended funds remaining in the Health Benefits Fund at the conclusion of the benefit year shall be carried forward from year to year until expended only for allowable expenses.

- 29.7** Eligible employees may elect Medical, dental or vision coverage. When dependent coverage is elected for medical, dental or vision, employees and their eligible dependents shall be enrolled in the same plan(s).
- 29.8** The Employer will continue to involve bargaining unit representatives in education and training regarding health coverage issues and any options that may be under consideration.
- 29.9** The Employer may open the contract to negotiate this Article for the remainder of the term of the agreement, based upon new requirements resulting from the state or federal healthcare reform legislation, when the requirements are known.

Beginning with the 2018 plan year, the union recognizes that the Employer shall have the right during the effective life of this agreement to make annual design and cost sharing changes to the Bellevue Health Plans to promote costs containment if the cost of the city medical plan options offered to bargaining unit members is anticipated to exceed federal excise tax limits as outlined in the Affordable Care Act, effective January 1, 2018, such changes shall be made uniformly for all non-represented City employees, their dependents, and employee groups evenly.

The Employer and the Union agree that the status quo maximum premium rates for City medical plan options offered to members of the bargaining unit shall not exceed the current Federal Excise (Cadillac) Tax limits of \$10,200 per employee per year and \$27,500 per family per year (as well as other benefit tiers, respectively) as outlined in the Patient Protection and Affordable Care Act effective January 1, 2018, or as amended.

To that end, for the plan year commencing January 1, 2018, and every year for the effective life of the agreement, the City shall be allowed to implement plan design and/or vendor changes and/or contract for the provision of medical insurance and/or no longer be self-insured in order to limit plan offering cost to the annual individual and family caps as defined by the ACA (other plan tiers will be adjusted accordingly based on actuarial projections with these caps in mind).

The City shall meet and confer with the Union prior to implementing any plan design, vendor, and/or self-insured changes for each year such changes may be necessary to avoid paying any



federal excise tax.

Should the City elect to make changes to the health plans, the Union has the right to negotiate any impacts of such changes within thirty (30) days after any such changes take effect. If the provisions of the Patient Protection and Affordable Care Act change in anyway after the ratification of this agreement by both parties, either party may request to meet and bargain the impacts of such changes as it relates to Article 29 – Health Insurance of the collective bargaining agreement.

**29.10 Flexible Spending Arrangement (FSA):** The City and the Union agree that should the health care FSA, which enables participants to set aside money on a pre-tax basis to pay for eligible out-of-pocket health care expenses for participants and their tax dependents, count toward the Affordable Care Act (ACA) excise tax threshold, it will no longer be offered after December 31<sup>st</sup> of the year preceding the implementation of the excise tax threshold. The purpose of not offering the FSA, should it count toward the excise tax threshold, is to maximize the value of the health plan for all participants.

Should the value of all City-offered medical coverage offerings be below the excise tax threshold in a given benefit year the City will make reasonable efforts to offer the health care FSA at a reduced level so long as no excise tax penalties are incurred because of the health care FSA.

However, the City will not offer a health care FSA in any circumstance where the maximum deferral limit for health care FSA participants would have to be less than \$1,200.00 per year to avoid incurring any excise tax penalties because of the health care FSA.

If the ACA is amended and the FSA is no longer included in the excise tax threshold calculation, the health care FSA will continue to be offered.

### **ARTICLE 30 – MERP (MEDICAL EXPENSE REIMBURSEMENT PROGRAM)**

**30.1** The City shall allow bargaining unit members to participate in the Washington State Council of Firefighters M.E.R.P. (Medical Expense Reimbursement Program). By acting as a payroll agent, the City shall withdraw the contribution amount (on a pre-tax basis) from each bargaining unit member's salary and forward the monies to the WSCFF Employee Benefit Trust. The Union will provide the assistance of the Treasurer from IAFF Local 1604, if needed, and requested by the City to assist with setup and troubleshooting. The only obligation of the City shall be to perform payroll deduction during the term of the contract. The City shall have no legal obligation(s) to MERP.

**30.2** The current contribution rate shall be deducted from the employee's paycheck on a pre-tax basis at the rate of \$100.00 dollars a month. The Union shall have the option to adjust the contribution rate annually by submitting a request to change the contribution rate to Human Resources by November 1 in the year prior to the change.

**30.3** These contributions shall be included as salary for the purpose of calculating retirement benefits, to the extent authorized by the Department of Retirement Systems (DRS). M.E.R.P. contributions will be withdrawn in the paycheck opposite of which Union dues are withdrawn.

**30.4** The City will cooperate with the WSCFF Employee Benefit Trust, and the Treasurer from IAFF

Local 1604 in allowing a payroll audit to ascertain if the proper amount of contributions have been made if necessary.

- 30.5** Should this MERP be classified in such a way that any pre-tax contributions count towards the Affordable Care Act excise tax threshold the City and the Union agree the program will no longer be offered on a pre-tax basis after December 31<sup>st</sup> of the year preceding the implementation of the excise tax threshold.

#### **ARTICLE 31 - STATE INDUSTRIAL INSURANCE**

Employer's Human Resources Policies and Procedures Manual is adopted by reference and attached in pertinent part.

#### **ARTICLE 32 - LIABILITY COVERAGE**

Pursuant to the International Fire Code (Article 1, Section 103.4, Liability), an employee acting in good faith and without malice in the discharge of his/her duties shall not be rendered personally liable for any damage that may accrue to persons or property as a result of any act or by reason of any act or omission arising out of the employee exercising his/her authority as a Fire Prevention Officer. The Employer shall defend employees as required by Bellevue City Code 3.81.

#### **ARTICLE 33 - JUST CAUSE**

As set forth in Article 7, a just cause standard of discipline shall be applied to employees covered by this agreement. A non-exhaustive list of examples of just causes for discipline is included in the Human Resources Policies and Procedures Manual, Chapter 7, Section 7.4.1.

#### **ARTICLE 34 - SUBSTANCE ABUSE**

Employer's Human Resources Policies and Procedures Manual is adopted by reference and attached in pertinent part.

#### **ARTICLE 35 - MISCELLANEOUS**

- 35.1** At the time of hire, the employer shall provide to all personnel all safety equipment and uniform equipment deemed necessary by the employer.
- 35.2** The employer will provide repair or provide replacement of the above on an as needed basis, as determined by the employer.
- 35.3** Parking on the Employer's premises (City Hall and BSC) shall be provided in accordance with the provisions of the general parking program established as of the execution date of this Agreement and as may be hereafter amended by the Employer during the term of this Agreement. Any amendments to the existing general parking program that result in increased costs to the employees shall be made the same as for non-represented employees of the City. The Employer and the Union shall meet to address any circumstances unique to the bargaining unit. Bargaining unit employees shall be given the opportunity to provide input along with other City employees to propose administrative changes to the plan.

### **ARTICLE 36 - DEFERRED COMPENSATION**

Employer's Human Resources Policies and Procedures Manual is adopted by reference and attached in pertinent part.

### **ARTICLE 37 - CONTRACTING FOR SERVICES**

The Employer retains the right to contract out and/or assign work to non-bargaining unit employees.

- 37.1** The Employer's intent is to contract out or use non-bargaining unit employees to cover peak and seasonal work, intermittent fluctuations in volumes of work, special skills required by the City and for replacement of employees who are on approved leave, emergencies, and short-term coverage of vacancies.
- 37.2** The Employer's intent is to offer bargaining unit members the opportunity to perform the foregoing work on an overtime basis unless the kind or volume of such work is inconsistent with relying, in whole or in part, on voluntary overtime because it would negatively impact the Employer's ability to respond efficiently to the need to have the work performed.
- 37.3** Prior to making a decision to contract out and/or assign work to non-bargaining unit employees, the Employer shall notify the Union. Upon written request of the Union, the Employer agrees to negotiate in good faith with the Union regarding the effects of a decision to contract out or assign work performed by bargaining unit employees to non-bargaining unit employees, during the term of this agreement.

### **ARTICLE 38 - PERFORMANCE OF DUTY**

No employee shall strike or refuse to perform his/her assigned duties to the best of his/her ability nor shall the Union cause or condone any strikes, slowdowns or other interference with the normal operation as long as the terms of this Agreement are in effect. Employees who are involved in such actions shall be subject to discharge.

### **ARTICLE 39 - DURATION**

Unless specified elsewhere in this Agreement, the terms of this Agreement shall be in full force and effect on the date of signing by the last party signing the Agreement and shall remain in full force and effect through December 31, 2021.

By: [Signature]  
For IAFF Local #1604  
Representing Fire Prevention Officers

Date 15 JAN 2018

By: [Signature]  
For the City of Bellevue

Date January 17, 2019

APPROVED AS TO FORM:

By: [Signature]  
Cindy Lin, Assistant City Attorney

**APPENDIX A – WAGES**

**Fire Prevention Officers**

**City of Bellevue**

and

**International Association of Firefighters, Local 1604**

- A.1** Effective January 1, 2019, or the first day of the month following the date of ratification, whichever is later, the monthly rates of pay for employees covered by this agreement shall be adjusted by 3.24%. Step advancement shall be at 12-month intervals, based upon the employee’s anniversary date of full-time employment in the bargaining unit and a satisfactory performance evaluation

**2019 Rates:**

Class	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Fire Prevention Officer	\$6,156.86	\$6,468.46	\$6,796.87	\$7,201.55	\$7,610.12	\$7,992.82

- A.1.1** Fire inspector duties shall continue to include plan reviews and on-site inspections from time to time. Plan reviewers will continue to review building plans for compliance with applicable codes.
- A.1.2** Upon hire, the Employer will determine the appropriate step placement based upon the experience level the employee brings to the job.
- A.2** Effective January 01, 2020, the monthly rates of pay which were effective as of December 31, 2019, shall be increased by 3.00%.

**2020 Rates:**

Class	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Fire Prevention Officer	\$6,341.57	\$6,662.52	\$7,000.77	\$7,417.60	\$7,838.43	\$8,232.61

- A.3** Effective January 01, 2021, the monthly rates of pay which were effective as of December 31, 2021, shall be increased by 2.50%.

**2021 Rates:**

Class	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Fire Prevention Officer	\$6,500.11	\$6,829.08	\$7,175.79	\$7,603.04	\$8,034.39	\$8,438.42

**A.4** A Certification Pay Matrix will be implemented as follows, based upon Certification Level achieved, satisfactory performance and length of service as a full-time employee in the bargaining unit, effective January 1, 2010; an additional certification option of ICC Fire Plans Examiner shall be added and shall be effective the first full month following the last party to sign this agreement.

Years of service will be calculated from the original date of hire within this bargaining unit, excluding periods of separation from employment.

Certification Matrix	1-5 Years Beginning month 13	6-10 Years Beginning month 73	11+ Years Beginning month 133
Fire Inspector Level 1	1% of base pay	2% of base pay	3% of base pay
Fire Inspector Level 2 or Fire Plans Examiner	2% of base pay	3% of base pay	4% of base pay

**A.4.1** Certification Criteria: Certification pay is contingent on the employee maintaining the applicable level of certification and satisfactory performance. The Certifications referenced above are defined by the International Code Council (ICC) and include certain requirements recognized by the Fire Department.

**A.4.2** Certification Effective Date: Certification pay will be effective the first full pay period following the department's receipt of ICC's official notification stating the employee has passed the Fire Inspector Level 1, Fire Inspector Level 2 or Fire Plans Examiner certification requirements. Fire Plans Examiner ICC pay is applicable only when assigned the duties of a Fire Plans Examiner. An employee receiving Fire Plans Examiner Pay is not eligible for Fire Inspector Level 1 or 2 pay in addition to Fire Plans Examiner Pay.

**A.4.3** Exam Preparation: The City will not pay for any cost associated with Construction Exam Center or similar exam preparation companies or products.

**A.4.4** When an employee does not maintain satisfactory performance, and findings are upheld by the Fire Chief, certification pay shall be discontinued in full pay period increments until satisfactory performance has been achieved, provided that the employee's performance deficiencies have been discussed and documented with the employee at least sixty (60) days in advance of the performance evaluation date to allow the employee sufficient time to correct his/her performance to meet the standards. Once satisfactory performance has been achieved in each core competency, certification pay shall resume beginning the next full pay cycle.

If the Fire Chief determines that there is justification for discontinuing certification pay, the Union retains the right to grieve the action to the City Manager and may appeal the City Manager's decision to arbitration under the terms of the contract grievance procedure.

If the Union prevails, the employee will resume receipt of certification pay which shall be applied retroactive to the date such certification pay was discontinued. If the City prevails, certification pay will resume once satisfactory performance has been achieved in each core competency.

**A.5** Certified Fire Investigator Pay: Fire Prevention Officers who meet the criteria of “Investigator” as defined in Section 2.11 and is a “Certified Fire Investigator,” as defined in Section 2.12, shall receive 3.0% of base pay effective the first full pay period following certification and assignment to the rotation by the Fire Chief, or designee, to perform investigator duties and responsibilities.

**A.6** Fire Investigator Training: The City agrees to pay tuition costs for the classes identified by the City for Fire Investigators and Fire Investigators in Training in Appendix A of the Fire Prevention Manual. If classes are scheduled during the employee’s normal work day, the City will pay for the employee’s time in class during the employee’s normal work hours.

If classes are scheduled outside normal work hours, the City will pay for the class but not for time spent in class, unless Department needs make it impracticable for the employee to take a course during the employee’s normal work hours and the Chief approves the course and related compensation.

Fire Prevention Officers who are investigators and have completed a basic, minimum 40-hour fire investigation class will be paid 1% of their base pay as Fire Investigator in Training Pay effective the first full pay period following completion of basic investigation class for performance of investigator duties and responsibilities, including responding outside of normal work hours during their training. The 1% Fire Investigator in Training Pay will end as soon the employee is eligible for and receives Certified Fire Investigator Pay pursuant to A.5, or at 24 months, whichever occurs sooner.

**A.7** Advanced Level Fire Plans Examination Pay: Once an employee is eligible, Fire Prevention Officers who perform advanced fire plans examination duties as defined in Section 2.16 and maintain the appropriate certification as a Certified Fire Protection Specialist (CFPS) within the Department, shall receive 8% of base pay when assigned by the Fire Chief, or designee, to perform advanced fire plans examination duties and responsibilities. Advanced level fire plans examination pay will be effective the first full pay period following assignment of advanced fire plans examination duties and a current CFPS Certification from the National Fire Protection Association. An employee receiving advanced level fire plans examination pay is not eligible to receive Fire Inspector Level 1, 2 or Fire Plans Examiner pay in addition to advanced level fire plans examination pay. The total percentage of certified investigation pay and advanced fire plans examination pay shall not exceed 10%. To be eligible an employee must be employed as a Fire Prevention Officer in the Fire Prevention Division for at least twelve (12) months.

**A.8** Responder Pay: On-duty investigators who are required to be available and subject to call outside normal work hours shall receive a Responder duty allowance. Each on-duty investigator shall receive the following monthly allowance depending on the number of investigators assigned to the on-duty investigator rotation.

Changes to the rotation assignment shall be effective the first (1<sup>st</sup>) or sixteenth (16<sup>th</sup>) of the month following assignment to the rotation.

The following responder pay matrices shall be effective the first full month following the last party to sign this agreement.

The Responder duty allowance will increase January 1, 2019, by 3.24%; on January 1, 2020, by 3.0%; and on January 1, 2021, by 2.5%. The employee shall be provided with a communication device, to permit reasonable freedom of activity.

**2019 Rates**

<u>Number Assigned to Rotation</u>	<u>Monthly Amount</u> Divided between the two pay periods
<i>4 assigned</i>	<i>\$557.01</i>
<i>5 assigned</i>	<i>\$445.60</i>
<i>6 assigned</i>	<i>\$371.34</i>
<i>7 assigned</i>	<i>\$318.29</i>

**2020 Rates**

<u>Number Assigned to Rotation</u>	<u>Monthly Amount</u> Divided between the two pay periods
<i>4 assigned</i>	<i>\$573.72</i>
<i>5 assigned</i>	<i>\$458.97</i>
<i>6 assigned</i>	<i>\$382.48</i>
<i>7 assigned</i>	<i>\$327.84</i>

**2021 Rates**

<u>Number Assigned to Rotation</u>	<u>Monthly Amount</u> Divided between the two pay periods
<i>4 assigned</i>	<i>\$588.05</i>
<i>5 assigned</i>	<i>\$470.44</i>
<i>6 assigned</i>	<i>\$392.04</i>
<i>7 assigned</i>	<i>\$336.03</i>



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IAFF Local #1604 / Fire Prevention Officers  
Contract Term  
Jan. 1, 2019 – December 31, 2021

