AGREEMENT

By and Between

CITY OF BELLEVUE, WASHINGTON

And

PUBLIC, PROFESSIONAL &
OFFICE-CLERICAL EMPLOYEES AND DRIVERS
TEAMSTERS LOCAL UNION NO. 763

Representing the Review and Inspection Supervisors in the
Building Division of the Development Services Department

January 1, 2020 – December 31, 2023

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and
PUBLIC, PROFESSIONAL &
OFFICE-CLERICAL EMPLOYEES AND DRIVERS
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(Representing the Review and Inspection Supervisors in the
Building Division of the Development Services Department)
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TEAMSTERS LOCAL UNION NO. 763
Representing the Review and Inspection Supervisors of the Development Services, Building Division Employees

January 1, 2020 through December 31, 2023

THIS AGREEMENT is by and between the CITY OF BELLEVUE, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

The purpose of the Employer and the Union entering into this Agreement is to set forth their entire agreement with regard to wages, hours and working conditions so as to promote uninterrupted and efficient operations; the proficiency, morale and security of employees covered by this Agreement; and harmonious relations giving full recognition to the rights and responsibilities of the Employer, the Union and the employees.

ARTICLE 1 DEFINITIONS

1.1 As used herein, the following terms shall be defined as follows:

1.1.1 "Employer" shall mean the City of Bellevue, Washington.

1.1.2 "Union" shall mean Public, Professional & Office-Clerical Employees and Drivers Local Union No. 763, affiliated with the International Brotherhood of Teamsters.

1.1.3 ”Bargaining Unit” shall mean all fully-benefited (regular or Limited Term) full-time Building Division Review and Inspection Supervisors and as further described in PERC Decision 11990-PECB, Case # 26130-E-13-3838.

1.2 “Regular Employee” shall be defined as an employee who has successfully completed a trial service period as defined in Article 9.1 and who regularly works a minimum of thirty (30) hours per week in a regular position. A regular employee may only be disciplined for cause.

1.2.1 "Fully Benefited Employee" shall be defined as an employee appointed to serve in a regular, limited term, training pool, transitional employment status position, or in such other fully-benefited positions as council designates. Fully benefited employees shall be assigned to work at least thirty (30) hours per week (0.75 FTE to 1.0 FTE).

1.2.2 Fully Benefited Accrual Rate Schedule: The following schedule in which fully benefited employees working less than 40 hours a week will accrue vacation, sick leave, holidays and personal holidays:

FTE Range	Accrual Rate
.75-.79	.75
.80-.84	.80
.85-.89	.85
.90-.99	.90

1.4.1 Limited Term Employee – It is understood and agreed by and between the Employer and the Union that in addition to regular full-time fully-benefited employees, the bargaining unit shall include Limited Term Employees (LTE) hired as Review and Inspection Supervisors. This category of employees shall be consistent with Bellevue City Council Ordinance No. 6153, as signed, March 3, 2014.

1.4.2 A Limited Term Employee is an employee hired into a fully benefited position for a specific project with a specific ending date. The position shall last only for so long as the project or specific need for which it was created exists, but in no event longer than three (3) years. Any employee working as a Limited Term Employee shall be an at-will employee and shall only be entitled to the following benefits, on the same terms and conditions as a newly hired regular status employee:

1. Health Insurance
2. State Retirement (PERS)
3. Holiday Pay
4. Vacation Leave
5. Sick Leave
6. Bereavement Leave

7.0 Eligibility for Municipal Employees Benefit Trust (MEBT)

7.1 MEBT vesting, accelerated vesting, and all other provisions of MEBT shall be according to the MEBT plan document.

1.4.3 Limited Term Employees, by definition, will be dismissed on or before the expiration of their limited term assignment. As such, Limited Term Employees shall not be eligible for severance or other layoff/recall rights or benefits upon termination except as required by law.

1.4.4 Limited Term Employees may apply for any open position with the Employer, including regular Full Time Equivalent positions. The Limited Term Employee shall receive the same consideration and review as any other "in-house" candidate, for any open position, provided they are employed with the Employer at the time they apply for the position.

1.4.5 If a Limited Term Employee is hired into a regular, fully benefited position while still employed by the Employer or within 60 calendar days following a separation of employment from the Employer, their service credit date, for all purposes, shall be established as the original date of hire as a Limited Term Employee (subject to 1.4.2, item 7 MEBT eligibility).

1.4.6 If a Limited Term Employee has a separation of employment from the Employer and is later hired into a subsequent Limited Term position, his or her service credit date, for all purposes, shall be established as the date of hire in the subsequent Limited Term position and no prior service credit shall be granted.

1.4.7 Limited Term Employees shall be hired at a pay step consistent with Appendix A.

1.4.8 Limited Term Employees shall be dismissed prior to regular employees within the affected classification, and in reverse order of service among Limited Term Employees, provided that employees remaining within the affected classification can provide equal qualifications and job performance.

1.5 "Service Credit Date" shall mean the date assigned to each regular or limited term status employee based upon his/her most recent date of hire into a regular or limited term position with the Employer. An employee whose hire date occurs on or between the first and the fifteenth of any month will establish their service credit date on the first of that month. An employee whose hire date occurs on or between the sixteenth and the last day of the month will establish their service credit date on the first of the following month. The service credit date will be used in setting step increase schedules, establishing vacation accrual rates, earning service awards and determining length of service for retirement purposes.

1.6 Regular employees on layoff status will be offered work before LTE employees.

1.6.1 Issues arising around the usage of LTE employees shall be referred to the Labor-Management Conference Committee process (Section 16.6).

1.7 "Immediate Family" shall mean an employee's Parents (natural, step, adopted, foster, or an individual who stood in loco parentis to an employee when the employee was a son or daughter), Siblings, Spouse, Mother/Father-in-law, Daughters/Sons-in-law, Domestic Partner, Mother/Father of domestic partner, Spouses of children of domestic partner, Children/Child (biological, adopted, step, foster, legal wards, domestic partner's child, or a child of a person standing in loco parentis) who are under 18 or adult children 18 and older who are incapable of self-care because of a mental or physical disability, Grandparents, Great-grandparents, Grandchildren, and Great-grandchildren. For purposes of Military Caregiver Leave, there is no age restriction.

1.8 Domestic Partner is as defined in the Human Resource Policies and Procedures Manual.

Should the City change the definition of 'domestic partner' in such a way that limits benefits eligibility for current beneficiaries, the parties agree that those dependents covered as of the date of ratification of this agreement will continue to be eligible for benefits under the prior definition (i.e., the definition as of January 1, 2019) of 'domestic partner' until December 31, 2022, after which eligibility will be determined by the City's definition at that time. The parties also agree, however, that if the City elects to change the definition of 'domestic partner' in such a way that limits the eligibility of dependents, no new dependents shall be added under the prior definition of domestic partner after January 1, 2021.

ARTICLE 2 RECOGNITION, UNION MEMBERSHIP, & PAYROLL DEDUCTION

2.1 Recognition – The Employer recognizes the Union as the exclusive bargaining representative for the employees in the bargaining unit.

2.1.1 The bargaining until shall be described as, "All fully-benefited (regular or Limited Term) full-time and regular part-time supervisory employees in the Building Division of Development Services Department of this City of Bellevue, excluding non-supervisory employees, confidential employees and other employees", as per the description in PERC Decision 11990-PECB, Case # 26130-E-13-3838.

2.2 Union Membership – The Employer and the Union agree that membership is voluntary and the Union encourages all employees covered hereunder to become and remain members in good standing of the Union.

2.3 Payroll Deduction – Upon the proper written authorization of an employee, the Employer shall deduct from the pay of such employee the monthly dues, service fees and initiation fees as certified by the Union and shall transmit the same to the Secretary-Treasurer of the Union. The Union shall hold the Employer harmless against any claims brought against the Employer by an employee arising out of the Employer making a good-faith effort to comply with this Section. An employee may revoke authorization for payroll deduction of payments to the Union by written notice to the City and the Union. The City will cease the dues deduction the next scheduled deduction after receiving notice of revocation of the authorization from either the Employee or Union. The City shall notify the Union within 15 working days when it receives a notice of revocation.

2.5 D.R.I.V.E. Checkoff- Democratic, Republican, Independent Voters Education Drive (DRIVE): Upon the written authorization of an employee, the Employer shall deduct from the pay of such employee a contribution for DRIVE education. The DRIVE contribution amount designated by the employee shall be deducted from his/her paycheck during regular payroll processing periods. The employer shall transmit to the Secretary-Treasurer of the Local Union, on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the employer annually for the employer's actual cost for the expense incurred in administering the DRIVE payroll deduction plan. The employer will recognize authorization for the deductions from wages, if in compliance with state law, to be transmitted to the Local Union. No deduction shall be made which is prohibited by applicable law.

The Union agrees to indemnify the employer and to hold the employer harmless from and against any claims made against the employer resulting from its compliance with or obligations under the paragraph above, including but not limited to reimbursement for monies deducted in accordance with the paragraph above which are disputed by the employee. The Union, DRIVE and the employer further agree that all disputed deductions are to be resolved among the Union, DRIVE and the employees without the involvement of the employer.

2.6 Access to New Members - The Employer will provide the Union reasonable access to all newly hired persons entering the bargaining unit within ninety (90) days of such hire or entry into the unit. The Employer will allow the Union up to thirty (30) minutes to meet with such newly hired persons entering the bargaining unit. The access can occur either as the last item during orientation or at a mutually agreed upon time between the Employer and the Union. The Union's right to meet with newly hired persons entering the bargaining unit shall occur during the employee's normal working hours and at their usual worksite, usual site of

orientation, or a mutually agreed upon location. Reasonable access is limited to a lone representative of the union and a single shop steward.

ARTICLE 3 BULLETIN BOARDS AND UNION OFFICIALS TIME OFF

3.1 Bulletin Boards – The Employer shall provide suitable bulletin board space for the posting of notices relating to Union business.

3.2 Union Officials Time-Off – An employee who holds a Union position (Shop Steward and/or a member of the Negotiating Committee – up to two (2) members) may be granted time off, without loss of pay to meet face-to-face with Employer representatives (including reasonable time for caucuses during negotiations), and may be granted vacation or other appropriate accrued leave (or may take unpaid leave) time off while conducting business vital to the employees in the bargaining unit provided:

- The Employer is given reasonable notice by such employee 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 which in any way interferes with the operation or normal routine of any department.

ARTICLE 4 NON-DISCRIMINATION

4.1 The Employer and Union shall cooperate to assure that no employee or applicant for employment is unlawfully discriminated against under State or Federal law.

4.2 Employees believing they may have been discriminated against shall comply with City policies concerning notification to the City. The Union retains the right to the grievance procedure on behalf of the unit.

ARTICLE 5 HOURS OF WORK

5.1 Workweek – The normal workweek for full time employees shall consist of five (5) consecutive days, Monday through Friday. The normal workday for full time employees shall be eight (8) hours exclusive of the meal period. By mutual agreement between the employee and the Employer, other work schedules may be utilized.

5.2 Employees in FLSA exempt salaried positions shall be paid a pre-determined amount constituting all or part of his/her regular compensation. The normal work schedule for a full-time regular exempt employee is forty (40) hours per week. Such employees are being paid to perform a job which may not necessarily be completed in his/her normal work week, and are therefore not entitled to extra compensation, overtime or compensatory time.

ARTICLE 6 – RESERVED FOR FUTURE USE

ARTICLE 7 PERFORMANCE APPRAISALS

7.1 Performance appraisals that are overdue more than sixty (60) days shall be a standing labor-management agenda item.

ARTICLE 8 WORK IN HIGHER CLASSIFICATION AND TRAINING

8.1 Work Out-of-Classification – When an employee is appointed in writing by his/her Department Director to fill another position in a higher classification on an acting basis, the base salary rate will be at the minimum of that classification or 5% above the employee's current salary, whichever is greater. "Acting" is defined as the performance of the full duties of the assigned position in the absence of the usual or future incumbent for a minimum of one (1) calendar month of service. The acting status employee must handle the daily and ancillary responsibilities of the position and make the major decisions which accompany these responsibilities.

8.2 Training and Development – In-house and off-site training opportunities will be discussed in LMCC. Employees will be provided adequate paid time to obtain City required certifications and licenses if necessary during regularly scheduled work hours.

ARTICLE 9 TRIAL SERVICE PERIODS

9.1 Trial Service Period Upon Entry – A new employee shall be subject to a twelve (12) month trial service period commencing with the employee's first date of regular status employment in a position in the bargaining unit. The Employer shall be under no obligation to re-employ or retain in its employment an employee on initial review period. Discharge of an employee during trial service shall not be subject to the grievance procedure.

9.2 Trial Service Period Upon Promotion – An employee who is promoted to a different classification shall be subject to a six (6) month trial service period to demonstrate the abilities and capacity to perform the duties of the classification. The trial service period may be extended up to an additional six (6) months.
If a promoted employee does not satisfactorily complete his/her trial service period, he/she shall be restored to his/her previous position held, per the process outlined in Article 10.2.3. If no position is available, the employee will be placed upon a recall list and will be recalled to the first available position pursuant to Article 10.3.

9.2.1 No salary increase will occur at the completion of the initial six (6) month promotional trial service period.

ARTICLE 10 LAYOFF, RECALL, AND JOB VACANCIES

10.1 Considerations – In layoff, recall and filling regular job vacancies, the Employer shall give consideration to an employee's length of continuous service with the Employer, and ability to perform the duties required in the job. In applying this provision, it is the intent of the parties to provide qualified employees with opportunities for promotion and the Employer with efficient operations. Consideration shall also be given to Federal and State statutory, regulatory and contractual requirements relating to affirmative action.

10.2.1 In case of layoff, the employee within the affected classification or discipline with the shortest length of continuous service (with the Employer) shall be laid off first, provided those remaining within the affected classification or discipline can provide equal qualifications and satisfactory job performance. The Employer shall provide an employee with forty-five (45) days advance notification prior to layoff. Limited Term employees will be terminated before regular employees are laid off, provided those remaining have the qualifications and core competencies required by the position.

10.2.2 For purposes of Section 10.2, satisfactory job performance shall be as measured in the employee's annual performance evaluations as either meeting or exceeding expectations required by the Employer for the position. Qualifications shall be measured by the knowledge, abilities, and skills required for the position. Experience shall be job related and include work experience prior to employment with the Employer.

10.2.3 Right of a Supervisor to Bump or Retreat to an Available Position in the Inspectors and Plans Examiners bargaining unit.

10.2.3.1 "Bumping" means displacing an employee possessing the lowest total length of service as a regular employee in a classification within the Development Services Department covered by a Teamsters Local 763 collective bargaining agreement who also has a lesser total length of service (as defined in Article 10.5.1 of the DSD Inspectors and Plans Examiners collective bargaining agreement) and is in an equivalent or lower-salaried position in either Development Services Department Teamsters Local 763 bargaining units, in order to avoid layoff.

The following conditions must be met in order for an employee to exercise their bumping rights to an available position:

A. The person exercising bumping rights must be a regular fully-benefited employee who has completed their initial hire probationary period: and

B. The position being bumped into must be a regular fully-benefited position; and

C. The employee exercising their bumping rights must have previously held the position being bumped into, or

If the employee has not previously held the position being bumped into, they must meet all of the qualifications of the position, as determined by management (such determination is not grievable); and

D. The employee shall inform the Development Services Director, by written notice, within five (5) business days of the receipt of the notice of layoff of their intention to exercise bumping rights.

E. Within fifteen (15) business days from notice of layoff, the employee intending to exercise their bumping rights shall provide to the Development Services Director, in writing, all equivalent and/or lower classifications for which the employee would wish to potentially bump into, in ranked order of preference. In addition, an employee requesting to bump into a position not previously held shall provide, in writing, documentation of qualifications and previous related positions held outside of the Development Services Department along with copies of any current relevant certifications which they wish to be considered along with their request to exercise their bumping rights.

10.2.3.2 "Retreating to an Available Position" means moving into an eligible open position that is in an equivalent or lower-salaried classification within the Development Services Department covered by either Teamsters Local 763 collective bargaining agreement, to avoid layoff, subject to all the same requirements as listed in 10.2.3.1 above.

10.2.3.3 When an employee bumps or retreats into a position in a lower classification in order to avoid a layoff, their salary shall be changed to the closest equivalent step in the lower range which does not result in an increase in pay, and in any case, to no greater than the top step of the lower range. In those circumstances where an employee bumps and their rate of pay falls between the steps of the lower range, their rate of pay shall remain the same, between steps, per language of the applicable collective bargaining agreement.

In those circumstances where an employee bumps into an equivalent position, there shall be no reduction in pay.

10.2.3.4 Article 10.2.3 shall only become and remain in effect upon mutual ratification by both the DSD Inspectors and Plans Examiners bargaining unit and the DSD Review and Inspection Supervisors bargaining unit. The parties agree that the intent of Section 10.2 is to maintain the same layoff, recall and bumping language for both collective bargaining agreements. An employee exercising a bumping right does not forfeit any right of recall to the position from which they were laid off which they would otherwise have, per the applicable collective bargaining agreement.

10.3 Recall – In case of recall, the employee in the affected classification and discipline, with the longest length of continuous service shall be recalled first to that position or any other position in the bargaining unit for which they are fully qualified and have prior service within the City, provided the employee can perform the duties required. An employee on layoff shall keep both the Employer and the Union informed of the address and telephone number where the employee can be contacted. When the Employer is unable to contact any employee who is on layoff for recall, the Union shall be so notified. If neither the Union nor the Employer are able to contact the employee within five (5) working days from the time the Union is notified, the Employer's obligation to recall the employee shall cease. The Employer has no obligation to recall an employee after the employee has been on continuous layoff for a period of one (1) year. Also, if an employee does not return to work when recalled to the affected classification and discipline that they occupied at the time of layoff, the Employer shall have no further obligation to recall the employee.

10.3.1 A regular employee who has an interruption of service due to layoff, or a leave of absence without pay for any reason (except active duty military service) which impacts service credit requirements for PERS retirement, will have his or her service credit date adjusted to deduct the amount of time he or she was on such leave (to the nearest whole month). A regular employee whose City employment is interrupted by a layoff and who is subsequently reinstated will also receive credit for their service as a regular employee immediately prior to the effective

date of layoff where the period of the layoff does not exceed twenty-four (24) calendar months.

10.3.2 If a regular status employee has been laid off and is hired into a non-regular employee status while performing work within the Building Division within the recall period set forth in Section 10.3, the time the laid off employee is employed in that non-regular employee status shall not be counted against the recall period.

10.3.2.1 The laid off employee's length of service with the City shall only be adjusted by the FTE (full-time equivalency) time the laid off employee is working in a Limited Term Employee status, consistent with Section 10.5.2.

10.3.2.2 Limited Term Employees shall not have recall rights.

10.4 Job Vacancy – When a regular job vacancy occurs, present employees shall be given consideration for filling the vacancy. The position shall be filled by the most qualified applicant.

10.4.1 Notices of regular job vacancies shall be posted on the City's electronic bulletin board. Notice of all other job vacancies within the division will be provided to members of the bargaining unit. Present employees who desire consideration for such openings shall notify the Employer in writing.

10.4.2 The City job postings for bargaining unit positions will show the full salary range and will inform applicants that the City decides placement within the salary range based on experience, qualifications, and other relevant factors. The job postings will also indicate that the applicant's input, if offered, will be considered prior to salary placement.

10.4.3 The job postings will identify bargaining unit positions as represented by Teamsters Local 763 and identify the Union's phone number (currently 206-441-0763).

10.4.4 The City will copy Teamsters Local 763 on the acceptance confirmation letter that it sends to new hires within ten (10) days after starting employment.

10.5 For purposes of determining seniority for purposes of layoff and recall of regular employees, the following definitions shall apply:

10.5.1 "Length of Service" shall mean the total length of time an employee is employed as a regular status employee with the Employer. While it is not necessary that length of service be continuous, a break in service in excess of twenty-four (24)

calendar months (consistent with tolling provisions of 10.3.2) will prevent the period of regular status employment prior to the break in service from being given any length of service consideration.

10.5.2 "Break in Service" shall mean a separation from the City's employment for any reason except a layoff from a regular status position where the period of layoff does not exceed twenty-four (24) calendar months (consistent with tolling provisions of 10.3.2).

ARTICLE 11 MONTHLY RATES OF PAY

11.1 The monthly rates of pay shall be as set forth within Appendix A to this Agreement. Should it become necessary to establish a new job classification within the bargaining unit during the term of this Agreement, the Employer may designate a job classification title and salary for the classification. The salary for any new classification within the bargaining unit shall be subject to negotiations at such time as the salaries for the subsequent year are negotiated or six (6) months after the classification has been established, whichever is the earlier.

ARTICLE 12 HOLIDAYS AND SERVICE AWARD PROGRAM

12.1 The following days shall be paid holidays:

Holiday:	**Observed:**
New Year's Day	1st Day of January
Martin Luther King, Jr's Birthday	3rd Monday of January
President's Day	3rd Monday of February
Memorial Day	Last Monday of May
Independence Day	4th of July
Labor Day	1st Monday of September
Veteran's Day	11th Day of November
Thanksgiving Day	4th Thursday of November
Day After Thanksgiving Day	Friday immediately after Thanksgiving
Christmas Day	25th of December
Two (2) Personal Floating Holidays	In accordance with City policy

12.1.1 No salary reduction shall be made for any employee who does not work on one of the recognized holidays, provided the employee works or is compensated for an authorized absence the last workday before a holiday and the first workday following a holiday.

12.1.2 When one of the recognized holidays falls on the sixth (6th) day of an employee's workweek, the Employer shall designate either the fifth (5th) day of the workweek or the first (1st) day of the next week to be observed as the holiday.

12.1.3 When one of the recognized holidays falls on the seventh (7th) day of an employee's workweek, the following day shall be observed as the holiday.

12.1.4 Proration of Holidays – Fully benefited employees working less than (40) hours per week shall receive holiday benefits based on a pro rata basis (see Section 1.2.2). For example, if a fully benefited employee normally works thirty (30) hours per week and the department's normal work week is forty (40) hours, the employee shall receive six (6) hours compensation at his/her regular rate of pay for each contractual and/or personal holiday.

12.2 Service Award Program – An employee who has completed the years of service set forth below shall receive the following service awards:

12.2.1 Upon completion of five (5) years of service, an employee shall receive a letter of appreciation from the Department Head, a certificate of service signed by the City Manager and the Mayor, and eight (8) additional vacation hours following the completion of five (5) years of service.

12.2.2 Upon completion of ten (10) years of service, an employee shall receive a letter of appreciation from the City Manager, a certificate of service signed by the City Manager and the Mayor, a cash bonus of one hundred dollars ($100.00) and sixteen (16) additional vacation hours following the completion of ten (10) years of service.

12.2.3 Upon completion of fifteen (15) years of service, an employee shall receive a letter of appreciation from the City Manager, a certificate of service signed by the City Manager and the Mayor, a cash bonus of one hundred fifty dollars ($150.00) and sixteen (16) additional vacation hours following the completion of fifteen (15) years of service.

12.2.4 Upon completion of twenty (20) years of service, an employee shall receive a letter of appreciation from the City Manager and the Mayor, a certificate of service signed by the City Manager and the Mayor, a cash bonus of two hundred dollars ($200.00) and sixteen (16) additional vacation hours following the completion of twenty (20) years of service.

12.2.5 Upon completion of twenty-five (25) years of service, an employee shall receive a letter of appreciation from the City Manager and the Mayor, a certificate of service signed by the City Manager and Mayor, a cash bonus of two hundred fifty dollars

($250.00) and sixteen (16) additional vacation hours following the completion of twenty-five (25) years of service.

12.2.6 Upon completion of thirty (30) years of service, an employee shall receive a letter of appreciation from the City Manager and the Mayor, a certificate of service signed by the City Manager and the Mayor, a cash bonus of three hundred dollars ($300.00) and sixteen (16) additional vacation hours following the completion of thirty (30) years of service.

12.2.7 Upon completion of thirty-five (35) years of service, an employee shall receive a letter of appreciation from the City Manager and the Mayor, a gift presented by the City Manager and the Mayor, a cash bonus of three hundred fifty dollars ($350.00) and one time grant of sixteen (16) additional vacation hours following the completion of thirty-five (35) years of service.

12.2.8 Upon completion of forty (40) years of service, an employee shall receive a letter of appreciation from the City Manager and the Mayor, a gift presented by the City Manager and the Mayor, a cash bonus of four hundred dollars ($400.00) and one time grant of sixteen (16) additional vacation hours following the completion of forty (40) years of service.

12.2.9 The afore-referenced vacation hours shall be single occurrences to be honored in accordance with City policy. These vacation hours shall not occur on a year to year basis, nor shall they be cumulative.

12.2.10 The afore-referenced cash bonuses and vacation hours shall be adjusted in accordance with City policy as it applies to other City employees.

ARTICLE 13 VACATIONS

13.1 "Vacation" shall mean a scheduled workday or accumulation of scheduled workdays on which an employee may by prearrangement continue to receive his/her regular rate of compensation although he/she does not work.

13.2 Each fully benefited employee, shall individually accrue vacation on the following basis in accordance with the employee's accumulated continuous service as determined by the employee's service credit date:

From the first day of Year:	Through the last day of Year:	Monthly Accrual shall be:
0	4	8.0 hours
5	9	10.0 hours

10	14	12.7 hours
15	19	14.7 hours
20	20+	16.7 hours

13.3 An employee hired on or before the fifteenth (15th) day of any month shall accrue vacation leave from the first (1st) day of that month. An employee hired on or after the sixteenth (16th) day of any month shall accrue vacation from the first (1st) day of the next month following.

13.4 Vacations shall be scheduled at such times as the Employer finds most suitable after considering the wishes of the employee and the requirements of the department.

13.5 The maximum number of unused vacation hours an employee may carry forward from one calendar year to the next is limited to two hundred forty (240) hours. Any leave accruals exceeding the maximum carry over through December 31st of each year shall automatically be forfeited unless otherwise specifically authorized in writing by the City Manager. Vacation accruals exceeding the maximum carry over through December 31st of any year due to unapproved paid time off request shall be cashed out.

13.6 Upon the effective date of the termination of an employee's employment, such employee shall thereupon cease to be an employee of the Employer. Such employee shall thereupon be entitled to a sum of money equal to his/her former regular compensation for any earned vacation leave time which has not been used or forfeited for failure to timely claim.

ARTICLE 14 LEAVES

14.1 Sick leave must first be earned as a result of completed service with the Employer.

14.1.2 A full-time employee shall accrue sick leave at the rate equivalent of eight (8) hours for each completed calendar month of service provided the employee's normal work week is forty (40) hours. Fully-benefited employees whose normal work schedule is less than forty (40) hours per week shall receive paid leave on a pro-rata basis.

14.1.3 Sick leave may accumulate, until claimed and used. Up to 1440 hours of accrued but unused sick leave may carry over between calendar years, any hours over 1440 will be forfeited at the end of the year.

14.1.4 The Department Director may require an employee to obtain a physician's certificate or other verification when an employee has requested an accommodation or has been absent longer than three (3) consecutive work days.

14.1.5.1 When an employee is sick or injured and is not receiving Workers' Compensation time loss benefits, the employee shall use accumulated sick leave and after exhausting sick leave, he/she will use vacation for approved leaves.

14.1.5.2 Whenever an employee takes time off work for a claimed Workers' Compensation injury or illness that time is charged to the employee's sick leave or other accrued leave, if any. When the employee begins receiving time loss payments as required by the Workers' Compensation laws, then the employee's sick leave or other leave used will be restored as required by law. If an employee suffers an on-the-job injury that requires the employee to seek medical treatment for such injury away from the work site, such employee shall not be charged sick leave for such time away from the work site.

14.1.5.3 For all approved leaves for an employee's injury/illness, if the employee exhausts all his/her accrued leaves, remaining approved leave will be without pay.

14.1.6 An employee may use their sick leave accruals for:

a) 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;
b) To allow the employee to provide care for a family member, as defined RCW 49.46.210, with a mental or physical illness, injury, or health condition; care of a family member, as defined RCW 49.46.210, who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member, as defined RCW 49.46.210, who needs preventive medical care;
c) 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
d) Leave as provided for under Washington State's Domestic Violence Leave Act

14.1.6.1 The Washington Family Care Act allows an employee to use any or all of the employee's choice of sick leave or other paid time off for illness, vacation, and personal holiday that is provided for under the terms of this agreement to care 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.

14.1.6.1.1 "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.

14.1.6.1.2 "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.

14.1.6.1.3 "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).

14.1.6.1.4 "Emergency Condition" means a health condition that is a sudden, generally unexpected occurrence or set of circumstances related to one's health demanding immediate action and is typically very short term in nature.

14.1.7 Continuance of sick leave pay during absence from duty shall be contingent upon the employee or someone on his/her behalf notifying the immediate supervisor of the reason for absence and expected date of return prior to the start of his/her regular work shift on the first day off duty. If the expected date of return changes, the employee shall notify his/her supervisor as soon as possible.

14.1.8 In a case in which an employee shall be entitled to benefits or payments under any program of disability insurance furnished by the Employer, Washington State Workers' Compensation Act, or similar legislation of the State of Washington, or any other government unit, the Employer shall pay only the difference between the benefits and payments received under such insurance or act by such employee and his/her regular rate of compensation that the employee would have received from the Employer if able to work. The foregoing payment or contribution by the Employer shall be limited to the period of time that such employee has accumulated sick leave credits or other paid leave credits as here and before specified.

14.1.9 Sick Leave Cash Out: Sick leave time which is used by an employee shall be deducted from his/her accumulated sick leave balance. Accrued but unused sick leave shall have no cash value except at the time of normal service retirement or upon separation of service with at least twenty (20) years of employment with the City of Bellevue. At such time the employee shall be eligible to receive ten percent (10%) cash payment of such leave.

14.1.10 Employees are expected to be on the job, and on time, unless excused by their supervisor or department head. Use of sick leave for purposes other than those provided for in this Agreement, shall result in disciplinary action against the employee.

14.1.11 An exempt employee will not be charged for using sick leave for absences of less than one (1) work day provided he/she has obtained approval for the time off according to the department's work rules, except when utilizing intermittent FMLA.

14.2 Emergency Leave – An employee may use up to a total of five (5) days of accrued sick leave per year in the event of serious illness in the employee's immediate family that is not otherwise provided coverage by the Family and Medical Leave, Section 14.4. A doctor's verification may be required for Emergency Leave.

14.3 Bereavement Leave – A fully benefited employee may use up to a total of forty (40) hours of paid administrative leave per occurrence in the event of death in the employee's immediate family. It is expected that such leave will be taken during or within sixty (60) days of death, or longer with Human Resources Director, or designee, review and approval.

14.4 Family and Medical Leave – The Federal Family and Medical Leave Act allows an employee twelve (12) weeks of paid and/or unpaid leave in a twelve (12) month period:

- to care for the employee's dependent child after the birth, or placement for adoption or foster care;
- to care for the employee's spouse, son or daughter, or parent who has a serious health condition; and
- for a serious health condition that makes the employee unable to perform his/her job.

Use of FMLA leave shall not stack on top of other leaves. This means that other forms of leave taken for the purposes outlined in 14.4 shall count toward the 12 weeks of FMLA leave available in a 12-month period to an employee under FMLA.

14.4.1 Qualifying Military Exigency Leave will be provided to employees as allowed by law.

14.4.2 "Dependent child" means children of an employee through age eighteen (18) (including stepchildren, foster children, legally adopted children, legal ward or a child of a person standing in loco parentis) who are unmarried and claimed as an exemption on the employee's federal income tax return; adult dependent children being age nineteen (19) through age twenty-two (22) who are unmarried, attending full-time an educational institution of higher learning, and claimed as an exemption on the employee's federal income tax return; and incapacitated children who have a developmental disability or physical handicap which existed before the child reached age twenty-three (23) which is continuing, and which prevents the child from providing for his or her own support.

14.4.3 "Parent" means natural, step, adopted, foster, or an individual who stood in loco parentis to an employee when the employee was a son or daughter.

14.4.4 "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves (1) inpatient care in a hospital, hospice, or residential medical care facility; or (2) continuing treatment by a health care provider.

14.5 Domestic Partner FMLA-Like Leave: The Family and Medical Leave Act does not cover employees' domestic partners or the children of domestic partners. However, the City will allow employees with domestic partners FMLA-like leave according to HRPPM 10.17.1.1as of date of ratification.

14.6 Jury/Witness Leave – Necessary leave shall be allowed by the City Manager to permit any employee to report for duty to serve as a member of a jury or as a non-party witness. The employee shall receive from the Employer as compensation during this leave period the excess of the employee's regular salary

over the compensation received by the employee for such jury duty. Employees shall be required to report for work for any portion of their regularly scheduled shift during which they are not actually serving on a jury or waiting to be impaneled.

14.7 Non-Medical Leave of Absence without Pay – The Employer may grant to any regular employee a leave of absence without pay for a period not to exceed six (6) months. No leave of absence without pay shall be granted to any employee solely for personal gain or profit of such employee, nor shall leave without pay be granted to any employee until the employee has first used all his/her earned and unused vacation time. Periods of leave greater than six (6) months, but in any circumstance, not more than twelve (12) months may be approved by the Employer when in the best interests of the City.

14.7.1 While on a leave of absence without pay, an employee shall not accrue vacation leave or sick leave, nor shall other benefits be continued during the time the employee is on leave.

14.7.2 Service Credit during Unpaid Leave of Absence - If the unpaid leave of absence is one month or less, the service credit date shall not be adjusted. If the unpaid leave of absence is more than one month, upon returning to work, the service credit date of the employee shall be adjusted for the unpaid portion of such leave of absence rounded to the nearest whole month.

14.8 Medical Leave of Absence

14.8.1 After an employee has exhausted his/her Family and Medical Leave (or is not eligible for Family or Medical Leave) an employee may make a written request for medical leave of absence. The Employer shall only grant leave of up to 3 additional months after FMLA (or for those not eligible for FMLA, initial 3 months of medical leave), if the employee is (1) 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. The employee shall use accrued sick leave, and then vacation before going on unpaid status (Article 14.1.5.1).

14.8.2 At the end of the initial or additional 3 month period, the employee may make a written request to extend their medical leave of absence. The Employer may grant leave of up to 6 additional months if the employee 1) has available paid time (sick leave or vacation), (2) is undergoing prolonged medical treatment or convalescence, (3) there is medical evidence the employee is likely to be able to

return to work at the end of the leave, and (4) the employee does not have a history of sick leave abuse or excessive sick leave use for relatively minor problems. Should an employee meet all criteria but does not have paid time, the Employer has the discretion to grant said leave of up to 6 months, provided the Union shall not cite these instances against the City as a practice, precedent or ability to accommodate in any administrative proceeding or civil litigation.

14.8.3 The Employer shall not be required to employ an employee on medical leave of absence for longer than 12 months from the day the employee was first absent on leave (including FMLA leave), whether the leave is paid, unpaid or a combination of both. Such medical leave of absence may be extended at the sole discretion of the Employer. The Employer may terminate an employee who is on leave prior to 12 months where medical evidence shows the employee is unable to return to his/her position and/or the Employer otherwise has cause for termination. Should the Employer grant leave to an employee that is longer than the maximums provided in this Article, the Union shall not cite these instances against the City as a practice, precedent or ability to accommodate in any administrative proceeding or civil litigation.

Notice: Within two weeks of the start of an approved medical leave of absence under this Section, the Employer will provide the employee (copy to the Union) a notice that includes information on the ability to return to work with or without reasonable accommodation, the interactive process and the maximum duration of leave under this Section.

14.8.4 Reinstatement to a position shall be subject to physical and mental fitness of the employee. Upon returning to work, the service credit date of the employee shall be adjusted for the unpaid portion of such medical leave of absence rounded to the nearest whole month.

14.8.5 When a medical leave of absence is granted, the Employer may require periodic physician's statements certifying that the employee cannot report to work for medical reasons. If the employee does not obtain a certificate, he/she may be required to report to work on a specific date.

14.8.6 An employee failing to return to work from a medical leave of absence on the specified day may be terminated. An employee returning from a medical leave of absence shall be placed in the first available position in the bargaining unit for which the employee is qualified.

14.9 Continuation of Benefits While on Leave of Absence: This section pertains only to the terms and conditions that allow medical, dental, and vision benefits to continue while on a leave of absence. It is separate from the leave application and approval process. Employees who are enrolled in benefits and who have worked

for the City at least one year are eligible for continued medical, dental, and vision insurance in the following circumstances:

1. Pursuant to HRPPM 10.25, during an approved leave of absence, excluding unpaid personal leaves or military leaves greater than 31 days, coverage for medical, dental, and vision coverages will continue in any of the following circumstances:
    a. When the law governing an employee's approved leave mandates continuation of benefits. Continuation of benefits during such leave runs currently with, but is not necessarily limited to, the six months' time frame below;
    b. When in approved continuous paid or unpaid leave from work for up to six months in a rolling 12-month period. The 12-month period begins by looking back from the month the approved leave begins.
    c. For a calendar month immediately following any month in which the employee is in a paid status, which includes either pay for time worked or paid leave received through the City of Bellevue, for at least an average of 30 hour per week or 130 hours in a calendar month
2. Upon the employee's return to work, the Employer will work out a repayment plan with the employee for any unpaid employee portion of the contributions for employee, family, and dependent insurance coverage.

14.9.5 Eligibility for other insurance, such as life or disability insurance, shall be in accordance with the criteria established by the insurance vendor.

14.9.7 End of Coverage: City-paid coverage for medical, dental, vision insurance ends on the last day of the calendar month in which an employee terminates or changes to an ineligible status. Employees not eligible for FMLA or FMLA-like leave and who do not have accrued paid leave as of the last day of the calendar month will lose coverage effective the first day of the following calendar month.

14.9.8 Reinstatement of Coverage: In the event the employee's medical, dental, and vision insurance ended, coverage will be reinstated effective the first day of the calendar month immediately following the date the employee satisfies the plan eligibility requirements.

14.10 Paid Leave for Fully-benefited Employees working less than 40 hours per week: Fully-benefited employees shall receive paid leave on a pro rata basis. For example, if a regular employee with less than five (5) years of service normally works thirty (30) hours per week and the department's normal work week is forty

(40) hours, the employee shall receive six (6) hours compensation at his/her regular rate of pay for each day of paid leave.

14.11 Shared Leave: The bargaining unit shall be allowed to establish its own Shared Leave Program for employees who face catastrophic events/circumstances or as defined in Section 14.1.6.1.3 "Serious health condition". The rules applicable to this program shall be the same as those that apply to the City program in the HR Policies and Procedures Manual except that:

14.11.1 Donations to and withdrawals from the shared leave bank will only be made by members of any DSD Teamsters Local 763 bargaining unit.

14.11.2 Funds from the Teamster's shared leave program shall not be transferred without regard to the city department and/or fund to which it was originally assigned (reference HRPPM 10.13.5(3)).

14.11.3 Monitoring reports shall be provided to the requesting DSD Bargaining Unit Shop Steward within a reasonable amount of time from the request.

14.11.4 This policy and its implementation shall only be grievable for delays of reporting and improper transfer of funds (reference HRPPM 10.13.7(5)).

14.11.5 If the city terminates the "General Shared Leave Program", as outlined in HRPPM Section 10.13, the Teamster's Shared Leave program will continue with the past HRPPM language (reference HRPPM 10.13.8). (This amendment shall not be retroactive.)

14.12 Washington State Paid Family and Medical Leave: 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.

If the state modifies the PFML premiums pursuant to RCW 50.A effective January 1, 2021, the parties agree to bargain the impacts of the premium change at such time consistent with their bargaining obligations under RCW 41.56.

ARTICLE 15 HEALTH INSURANCE

15.1 Health Insurance – Overall, it is the intent of the parties that health benefit coverage options and cost-sharing between the Employer and Employees in the

bargaining unit shall be the same as for non-represented employees of the City and that bargaining unit representatives shall have an opportunity to take part in and have representation on a coalition of other participating bargaining units when future plan design changes are under consideration by the Employer. The parties agree that for the plan year starting January 1, 2020, that the health insurance offered to union members will be governed by the last year of the parties' prior collective bargaining agreement that expired on December 31, 2019. For the benefit years starting January 1, 2021, and for the duration of the agreement, the following agreement applies:

15.1.1 The Employer shall retain the right to select insurance carriers, administrators, and self-insure medical, vision, and dental coverage.

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 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), buy-down of premium rates, and other medical, dental, vision coverage and reserves. Any unexpended funds remaining in the Health Benefits Fund at the end of the benefit year shall be carried forward from year to year until expended only for allowable expenses.

15.1.2 The Union recognizes that the Employer shall have the right to make design and cost sharing changes to the Employer provided Bellevue Health Plans to promote cost containment, provided such changes shall be made uniformly for all non-represented City employees, their dependents, and non-LEOFF employee groups evenly.

15.1.3 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.

15.1.4 The Employer may open the contract to negotiate this provision for the remainder of the term of the Agreement, based upon new requirements resulting from the

State or Federal Health Care legislation, when the requirements are known and have a material effect on the plans.

15.2 Medical Plans offered by the City of Bellevue:

15.2.1 Employees hired on or before November 30, 2020, and are eligible for benefits prior to January 1, 2021, will be eligible to enroll at hire, open enrollment, or at a qualifying event in either the Core or Choice plan administered by Premera, or the HMO option administered by Kaiser Permanente. Employees hired after November 30, 2020, and not eligible for benefits until on or after January 1, 2021, will be eligible to enroll in either the Choice Plan or the Kaiser Permanente plan.

15.2.2 Premium Sharing for the City of Bellevue Core Health Plan currently administered by Premera.

For Plan Years 2021, 2022, and 2023 the employee percentage of the total premium for health care cost is as follows:

Self-Insured Plan	**Coverage Level/Tier**	**Employee Contribution Percentage** (of the Monthly Total Premium)
Premera Core	Employee Only	6.99%
	Employee & Spouse/Registered Domestic Partner	16.4%
	Employee & Child(ren)	13.0%
	Employee & Family	17.8%

15.2.3 Premium Sharing for the City of Bellevue Choice Health Plan currently administered by Premera.

For Plan Years 2021, 2022, and 2023 the employees' contribution percentage toward the required premium will be calculated after subtracting the employee only premium from the total premium and will be as follows:

Self-Insured Plan	**Coverage Level/Tier**	**Employee Contribution Percentage** (of the Monthly Total Premium)
Premera Choice	Employee Only	0%
	Employee & Spouse/Registered Domestic Partner	10%
	Employee & Child(ren)	10%
	Employee & Family	10%

15.2.4 Premium Sharing for Kaiser Permanente Plan.

For plan years 2021, 2022, and 2023: The employees' contribution percentage toward the required premium will be calculated after subtracting the employee only premium from the total premium and will be as follows:

Insured Plan	**Coverage Level/Tier**	**Employee Contribution Percentage** (of the Monthly Total Premium)
Kaiser (HMO)	Employee Only	0%
	Employee & Spouse/Registered Domestic Partner	10%
	Employee & Child(ren)	10%
	Employee & Family	10%

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15.3 Life Insurance – The Employer shall pay each month one hundred percent (100%) of the premium necessary to provide for each employee group term life insurance coverage of $50,000. Such coverage shall provide for payment to a beneficiary as designated by the employee.

15.4 Pensions – The Employer and the employee shall participate in the Washington Public Employee's Retirement System as set forth in RCW 41.40.

15.5 Upon request of the Union, the parties agree to begin meeting no later than April 2023 to begin discussing this Article for the next successor collective bargaining agreement negotiations.

ARTICLE 16 MISCELLANEOUS

16.1 Termination of Benefits – An employee terminating employment with the City shall only be paid in accordance with the wage provision in effect at the time of termination and no subsequent retroactive wage adjustments shall apply.

16.2 Clothing and Devices – Any clothing or devices required by the Employer shall be furnished by the Employer.

16.3 Protective Footwear – The Employer shall pay one hundred twenty five dollars ($125.00) to each employee no later than the first paycheck in March for the purchase of safety boots. Specifications of such boots shall be approved by the Employer to assure ANSI/WISHA/ASTM or other required compliance.

16.3.1 Protective footwear shall be worn on the job during activities of any hazard exposure in order for the employee to be allowed to work each day.

16.3.1.2 New Hire Employees – New employees shall be eligible for a footwear allotment upon hire; provided however, should the employee fail to successfully complete their trial service period the value of such footwear shall be withheld from their final paycheck.

16.3.1.3 New hire employees hired on or prior to October 1st of a year shall be eligible to receive an additional protective footwear allocation in March of the following year, and each year thereafter, as set forth in Article 16.3. New hire employees hired after October 1st of a year shall not be eligible to receive an additional protective footwear allocation until March in their second (2nd) calendar year of employment.

16.3.2 ANSI/WISHA/ASTM or other required compliance procedure may be reviewed from time-to-time, as necessary, by the LMCC.

16.4 Parking – Parking on the Employer's premises shall be provided in accordance with the provisions of the parking program for general employees in effect as of the execution date of this agreement, and as may be hereafter amended by the Employer during the term of this Agreement. Bargaining unit employees shall be given the opportunity to provide input along with other City employees to propose administrative changes to the plan.

16.5 Tuition Reimbursement shall be in accordance with HRPPM and City policy, subject to availability of funds and advance Employer approval of courses.

16.6 Labor-Management Conference Committee – The Employer and the Union shall establish a Labor/Management Conference Committee (LMCC), which shall normally be comprised of an equal number of appointees from both the Employer and the Union. The function of the Labor/Management Conference Committee shall be to discuss issues of mutual interest and/or concern for the purpose of establishing a harmonious working relationship between the employees, the Employer and the Union. The Labor/Management Conference Committee shall meet quarterly and more often, if necessary, and at times that are mutually acceptable and shall be run according to a mutually developed agenda. The Labor/Management Conference Committee shall not have the power to change the provisions of the Labor Agreement between the parties, negotiate new agreements or resolve grievances beyond what has been agreed to within this Labor Agreement.

If a topic is covered by this Agreement and the City's Human Resources Policies and Procedures Manual (HRPPM), then the HRPPM shall not be applied to the bargaining unit employee unless there is no conflict between the HRPPM and this

Agreement. In instances of no conflict, the HRPPM will supplement this Agreement. All specific references to the HRPPM are to the version as of ratification except as specifically provided in this Agreement. If there remains a conflict between the interpretation of the Agreement and the City's Human Resources Policies & Procedures Manual, the provision of the Labor Agreement shall govern.

16.7 The Employer retains the right to update Human Resources Policies during the term of the agreement as may be legally required to conform to amendments to state and/or federal legislation and to adopt appropriate procedures in support of such statutory amendments.

16.8 Technology Changes – Should the Employer intend to institute and install new technology, including GPS monitoring capability, that would have a direct and material impact on the terms and conditions of employment of the bargaining unit, then the Employer will give the Union at least 30 calendar-days' notice prior to installation. Upon written request of the Union, negotiation will then commence regarding the effects of the install of any such new technology. If a new technology, however, will not have a direct and material impact on hours or will not result in the displacement of bargaining unit work, the Union waives the right to bargain any such technological change to impasse prior to installation, so long as the City continues to bargain in good faith.

The parties agree that information obtained from GPS monitoring cannot be used as the sole basis for discipline.

ARTICLE 17 MANAGEMENT RIGHTS AND PROTECTIONS

17.1 Management Rights – The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and the powers and authority which the Employer possesses.

17.1.1 The Employer has the authority to adopt rules for the operation of the departments and conduct of its employees, provided such rules are not in conflict with the provisions of this Agreement or held invalid by operations of law pursuant to Article 22.

17.1.2 The Employer has the right to schedule work as required in a manner most advantageous to the Employer and consistent with the requirements of municipal employment and the public interest.

17.1.3 Every incidental duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee.

17.1.4 The Employer has the right to assess the employee's performance and ability to perform the job.

17.1.5 The Employer has the right to assign work and determine the duties of employees, to schedule hours of work, to determine the number of personnel to be assigned at any time, and to perform all other functions not limited by this Agreement.

17.1.6 The Employer has the right to develop and determine new work methods.

17.1.7 The Employer has the right to contract out or discontinue work performed by the bargaining unit; provided that prior to making a decision to contract out or discontinue work performed by the bargaining unit the Employer shall meet and confer with the Union regarding such actions. The Employer shall negotiate with the Union regarding the effects of any decision to contract out or discontinue work performed by the bargaining unit.

17.1.8 The Employer has the right to take interim actions necessary in the event of emergency. In the event the Employer modifies any provisions of this Agreement by such management action, the Employer shall give appropriate notice of any change and opportunity to bargain with respect to any interim action taken consistent with emergency circumstance. Such powers are not intended to modify any provisions of this agreement without mutual agreement of the Employer and the Union.

17.2 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.

17.3 The Employer reserves the right to discipline or discharge for just cause. The Employer reserves the right to layoff for lack of work, lack of funds or the occurrence of conditions beyond the control of the Employer, or where such continuation of work would be wasteful and unproductive. (Note: The parties agree that lack of acceptable job performance remains a justification for laying off one employee and retaining another employee, pursuant to Article 10)

17.4 Entire Agreement – The Agreement expressed herein in writing constitutes the

entire agreement between the parties and no oral statements shall add to or supersede any of its provisions.

ARTICLE 18 DISCIPLINARY PROCEDURES

18.1 Any formal disciplinary action shall be administered in accordance with the procedures for disciplinary action as set forth in this Agreement. Formal discipline shall mean written reprimand, suspension without pay, demotion, or discharge.

18.2 The Employer shall issue a written notice to any employee with a copy to the Union, when considering discharge, suspension or disciplinary action. Such written notice shall be given within twenty-one (21) calendar days of the occurrence or knowledge of the occurrence by the Department's Management or Supervisor and shall include the general reason(s) for the investigation, including the allegations(s) and the date of the occurrence of the allegation if known. Except, however, the Employer shall not be required to comply with the twenty-one (21) calendar day notice when the employee's personal conduct would tend to compromise the Employer's investigation relating to the conduct at issue.

18.3 When an employee is required by the Employer to attend a formal disciplinary interview conducted by the Employer investigating an incident involving that employee, the Employer shall advise the employee that he/she has the right to be accompanied at the interview by a Union Shop Steward or Business Representative. The Union Representative shall not have the right to interfere with the investigation.

18.4 It is understood and agreed by and between the Employer and the Union that the Employer shall administer progressive disciplinary action in accordance with the following procedures:

18.4.1 STEP 1 - Oral Warning – Oral warnings shall be used for minor offenses. The supervisor shall discuss the offense and warn the employee not to repeat the behavior. Repeated violations of this category may result in written warnings or more severe disciplinary action.

18.4.2 STEP 2 - Written Reprimand or Warning – Written warnings shall be used for more serious problems or offenses as a first step or for repeated incidents where an oral warning has failed to correct the behavior. This warning shall be in the form of a signed letter by the supervisor to the employee listing the violations or failures of the employee and clearly stating that corrective action must be taken by the employee to avoid further discipline. Copies of such warnings shall be kept in a

confidential envelope in the employee's file in the Personnel Department. Copies of any such written warnings shall be sent to the Union.

18.4.3 STEP 3 - Suspension Without Pay – Suspension without pay or demotion may be administered short of discharge where performance or conduct warrants this level of discipline under just cause standards. Suspensions without pay shall not normally exceed three (3) weeks in duration.

18.4.4 STEP 4 - Discharge – Instances which warrant discharge without a prior warning notice or suspension may include but shall not be limited to, such conduct as insubordination, theft, being under the influence of alcohol or drugs, and illegal or destructive acts while on the job. Repeated offenses may warrant the discharge of an employee, if such conduct has been documented by the supervisor and behavioral changes have not resulted from previous warnings and/or suspension.

18.5 Temporary suspensions or demotions may also be administered (e.g., where it becomes necessary to investigate a situation to determine what further disciplinary action may be justified). Temporary suspensions shall be used to give the supervisor the opportunity to discuss the problem with his/her supervisor to determine an appropriate course of action and when the situation is serious enough for the employee to be removed from the work environment. If after investigation, it is determined that the employee was not guilty of any violation, the suspended or demoted employee shall be returned to his/her position and paid for any lost time. If however, the employee is found in violation, then the appropriate disciplinary action shall take effect on the date that the investigatory suspension commenced.

18.6 The Union shall have the right to appeal any discharge, suspension or other formal disciplinary action through the grievance procedure to determine whether or not the employee was properly disciplined, suspended or discharged.

ARTICLE 19 SUBSTANCE ABUSE

19.1 Any time there is reasonable cause to believe that an employee's job performance is impaired by drugs or alcohol, the Employer may cause tests to be administered in accordance with this Agreement. Failure of an employee to take the test(s) or sign the consent form shall result in the employee's termination.

ARTICLE 20 DRUG AND ALCOHOL TESTING

It is understood and agreed by and between the Employer and the Union that the Employer shall administer drug and alcohol testing in accordance with the following policy and procedures:

20.1 POLICY TO ENSURE WORKPLACE SAFETY FROM SUBSTANCE ABUSE

20.2 The Union and the Employer recognize that they have a mutual obligation to ensure a safe and healthy work environment. This policy is instituted to assure that the workplace be free of employees whose job performance may be impaired by the abuse of drugs and/or alcohol.

20.3 The Employer recognizes that, to the extent possible, its response to drug and alcohol abuse and addiction should be treatment and rehabilitation.

20.4 As part of its commitment to safeguard the health and welfare of the public and, the City's employees and to promote a drug free work environment, the City and Union has a zero tolerance policy for alcohol, marijuana or illegal drug use, possession, or sale, distribution, manufacturing that in any way impact the employee's ability to perform his or her job duties. The illegal possession, manufacture, use or sale of alcohol or drugs on City of Bellevue premises or while on duty is not tolerated.

20.5 The use of any substances to the point that employees are unable to perform their jobs safely and effectively while on duty is not tolerated.

20.6 The Employer recognizes that an employee has the obligation not to place him/herself in a situation where the ability to perform his job is impaired by drugs or alcohol. In the event an employee fails to fulfill his obligation, it is the responsibility of the Employer to remove such employee from the work environment to prevent the endangerment of the employee, fellow employees and/or the public.

20.7 The Employer recognizes employee concerns of personal privacy and therefore agrees that drug or alcohol testing shall be used only in cases where questions of impaired job performance are involved.

20.8 Off Duty Conduct: Employees who engage in off duty illegal conduct involving prohibited substances pose a serious risk to the reputation of the City and to the morale of fellow employees. Thus, such illegal conduct that has or may have

negative repercussion to the City, its employees and/or the public may subject an employee to discipline consistent with this agreement.

20.9 Searches -The City reserves the right to search, without employee consent, all areas and property which the City owns, controls or controls jointly with the employee as permitted by law.

Managers and supervisors shall not physically search the person of the employees without the consent of the employee.

Managers and supervisors should notify the appropriate law enforcement agency where this Article is violated with respect to illegal drugs.

20.10 Nothing in this drug policy will limit the Employer's ability to act in accordance with the Vehicular Incident Review Policy and Corrective Action Guidelines.

20.11 PROHIBITED SUBSTANCES

20.11.1 Drugs shall be defined as narcotics, depressants, stimulants, hallucinogens, cannabis and alcohol - substances whose dissemination is regulated by law or this policy. This definition shall include over-the counter drugs and/or drugs that require a prescription or other written approval from a licensed physician or dentist for their use.

Drugs included under this policy are as follows:

a) alcohol
b) cannabis/marijuana
c) cocaine
d) opium or opiates
e) phencyclidine (PCP)
f) amphetamines or methamphetamine
g) other controlled substances as now defined or hereinafter defined under RCW 69.50.101.
h) a prescription drug for which the employees does have or does not have a current, valid, personal prescription and which is not authorized or approved for use on the job.
i) any over-the-counter drug which the employee would have had proven prior knowledge may impair job performance and safety.

20.11.2 PROCEDURE

20.11.3 It is the intent of the Employer to fully enforce all federal, state and local laws governing the possession, manufacture, sale or use of controlled substances. Employees who violate such laws on duty or on City of Bellevue premises shall be reported to the appropriate law enforcement agency.

20.11.4 It is the responsibility of an employee using non-prescriptive medications to review cautionary warnings for potential side effects. In addition, it is the responsibility of the employee who receives any prescription medication to inquire of the issuing medical authority as to the potential impact of the drug to impair one's ability to work safely and effectively. An employee shall inform his supervisor of such circumstances if there is reasonable cause to believe there will be impairment and the supervisor shall make a determination whether to continue the employee's present assignment, temporarily reassign the employee or relieve the employee from duty under sick leave until such time as the detrimental effects of the medication no longer exist.

20.11.5 In the event there is reasonable cause to believe that an employee's job performance may be impaired by drugs or alcohol, the supervisor who has been trained to recognize such behavior as it relates to drugs and alcohol shall directly observe the employee's behavior and document the behavior on the Impaired Behavior Report form. A second supervisory employee shall also observe the employee to verify that there is reasonable cause to believe that drug or alcohol use may be involved and sign the Impaired Behavior Report form, unless there is no second supervisory employee immediately available. Indications of impaired behavior include but are not limited to the following: staggering or irregular gait, the odor of alcohol on the breath, slurred speech, dilated or constricted pupils, inattentiveness, listlessness, hyperactivity, performance problems, illogical speech and, poor judgment, possession of alcohol or drugs, physical altercation, or uncharacteristic, unusual or abnormal behavior.

20.11.6 The supervisor(s) shall make a determination as to whether or not the employee's behavior is impaired to the point of being unable to perform his duties effectively and safely. If these conditions are present, the employee shall be relieved of his duties and placed on a suspension with pay status until a clear determination can be made as to the status of drug or alcohol use.

20.11.7 If there is reasonable cause to believe that drug or alcohol use is involved, the supervisor or appropriate manager shall have a drug or alcohol test administered. The suspected employee may request the presence of a Union representative or another employee of his choice during drug testing procedures. The employee must sign the Performance Impairment Exam Consent form before testing can be conducted. Failure of an employee to take the test(s) shall result in the employee's

termination. The Employer may also have the employee undergo a medical evaluation at Employer expense at the time that the drug or alcohol test is administered. The test(s) must be conducted as soon as possible after the observation of the impaired behavior.

20.11.8 The Employer shall utilize breath, urine and/or blood test for verification by certified medical personnel. The "enzyme-immunoassay" (EMIT) and "gas chromatography-mass spectrophotometry" (GC-MS) test method shall be used in a laboratory approved by the Employer. The Employer shall pay for the costs of all tests and medical examinations carried out under this procedure. The Employer shall maintain confidentiality of test results. This, however, does not preclude the admission of test results in grievance proceedings.

20.11.9 If the test if negative, the employee may be counseled by the physician and returned to work if appropriate to the medical diagnosis. There shall be no loss of pay or benefits. Where appropriate a signed physician's release may be required by the Employer before the employee is returned to work. Time lost due to an illness will be charged to sick leave.

20.11.10 If the test is positive, the employee may be terminated depending upon the circumstances of the situation. Circumstances that would warrant an immediate termination include incidents where the employee's impairment resulted in loss of life, serious injury to self or others, the serious loss or damage of property or an incident of similar magnitude.

20.11.11 In cases where immediate termination is not warranted, the employee may be placed by the Employer in an unpaid rehabilitation leave status. The employee shall be evaluated by a licensed drug/alcohol evaluator agreed to by the Employer. Where appropriate the employee shall be referred to a treatment program agreed upon by the Union and the Employer. Participation by the employee in the approved treatment program is mandatory. Once the intensive part of the program has been completed, the employee may be re-employed but only with a written release from a physician. Where it is prescribed by a physician and/or a treatment program, drug testing may be included as a part of that treatment program. Where appropriate, the employee, the Union and the Employer shall enter into agreements that establish the form of treatment and the conditions that will be imposed for the return of an employee to the workplace. An employee who is returned to work as provided for under this procedure who fails to comply with any of the terms of an agreed upon treatment and/or return to work agreement may be terminated.

20.11.12 An employee who is the subject of an investigation (other than criminal) related to substance abuse may have a Union representative or another employee (if available) present during the investigative procedures outlined above. Disciplinary actions taken by the Employer under this procedure shall be determined on a case-by-case basis taking into account, but not limited to, the findings of the test. The employee may grieve the disciplinary action under the Grievance Procedure of the Labor Agreement.

20.12 OTHER

20.12.1 Federal law requires all employees to notify the Personnel Director if they are convicted of any violation of a federal or state criminal drug statute occurring in the workplace within five (5) days of the conviction.

20.12.2 Federal law requires that the Employer shall take appropriate personnel action against the convicted employee(s), up to and including discharge, or require the employee(s) to participate in a drug assistance or rehabilitation program within thirty (30) days after receipt of the notice of conviction.

20.12.3 Failure on the part of the employee to comply with the requirements of the Drug-Free Workplace Act shall result in disciplinary action up to and including termination.

20.12.4 The Union and the Employer shall work cooperatively to facilitate the resolution of problems that arise under the administration of this policy.

ARTICLE 21 GRIEVANCE PROCEDURE

21.1 A "Grievance" shall mean a claim or dispute filed by an employee, the Employer or the Union on behalf of itself and the employees it represents with respect to the interpretation or application of the provisions of this Agreement. A grievance shall be filed at the lowest step at which there is authority to resolve the matter and shall be processed in the following manner.

21.1.1 Step 1 – A grievance must be presented in writing to the employee's immediate supervisor within ten (10) working days of its alleged occurrence.

The written grievance must include the following information: 1) a statement of the pertinent facts surrounding the nature of the grievance, 2) the date upon which the incident giving rise to the grievance occurred, 3) the specific article and section of the Agreement allegedly violated, 4) the specific remedy requested, 5) the name of the grievant(s), and 6) the name and signature of the Union representative.

The employee's supervisor shall thereupon schedule a meeting with the Union Business Representative and the employee, if the employee so desires, for purposes of attempting to resolve the grievance. The supervisor shall issue a written response to the grievance within ten (10) working days after the grievance meeting.

21.1.2 Step 2 – If the grievance is not resolved at Step 1, the grievance, in writing, may be presented to the Division Head with a copy to Human Resources by a Union Representative within ten (10) working days after the Union receives the supervisor's answer. The written grievance shall include a statement of the issue, the Section of the Agreement violated and the remedy sought. The Division Head shall thereupon schedule a meeting with the Union Representative for purposes of attempting to resolve the grievance. The Division Head shall issue a written response to the grievance within ten (10) working days after the grievance meeting.

21.1.3 Step 3 – If the grievance is not resolved at Step 2, the grievance in writing may be presented to the Department Head, with a copy to Human Resources, by a Union Representative within ten (10) working days after the Union receives the Division Head's answer. The written grievance shall include the statement of the issue, Section of the Agreement violated and remedy sought. The Department Head shall thereupon schedule a meeting with the Union Representative for purposes of attempting to resolve the grievance. The Department Head shall issue a written response to the grievance within ten (10) working days after the grievance meeting.

21.1.4 Step 4 (Optional) – If the grievance is not settled at Step 3, the Union and the City may agree to engage in a facilitated settlement conference. Either party may initiate a request for a conference within fifteen (15) workdays after the Union receives the Department Head's response at Step 3. This Step will only be used if the party receiving the request agrees in writing within 15 workdays of receiving the request. The settlement conference shall be co-facilitated by the Human Resources Manager, or other designee of the City Manager, and the Secretary Treasurer or their designee. The facilitators will not have authority to compel resolution of the grievance. No transcript or record of the settlement conference will be made. If a settlement is not reached in the settlement conference, or the party receiving the request for a conference declines the request or does not respond, the grievance may be appealed to arbitration in accordance with the procedure in Step 5 below. The confidentiality of the step 4 settlement conference will be treated the same as if the conference were a mediation under RCW 7.07.030.

21.1.5 Step 5 – If the grievance is not resolved at Step 4, (or Step 4 is bypassed), the grievance may be referred to arbitration by the Union. The demand to arbitrate

shall be made in writing to Human Resources, with a copy to the City Manager within fifteen (15) working days after the Union receives the Department Head's response to Step 3 or within fifteen (15) work days after the conclusion of the settlement conference, of the date the settlement conference option is declined affirmatively or the time for acceptance has expired, if applicable under Step 4. If the Employer and the Union are unable to agree upon an arbitrator within five (5) days after they first meet to determine such an appointee, they shall jointly request the Public Employment Relations Commission or the Federal Mediation and Conciliation Service to provide a panel of five (5) arbitrators from the Pacific Northwest Region, from which the parties may select one. The representatives of the Employer and the Union shall alternately eliminate the name of one (1) person from the list until only one (1) name remains. The person whose name was not eliminated shall be the arbitrator.

21.2 It shall be the function of the arbitrator to hold a hearing at which the parties may submit their positions concerning the grievance. The arbitrator shall render his/her decision based on the interpretation and application of the provisions of the Agreement within thirty (30) working 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 Employer's jurisdiction. Each party hereto shall pay the expenses of their own attorneys and the expenses of the arbitrator shall be borne equally by the parties hereto.

21.3 Neither the arbitrator nor any other person or persons involved in the grievance procedure shall have the power to negotiate new agreements or change any of the present provisions of this Agreement. The arbitrator shall have no power to render a decision that will add to, subtract from, or alter the terms of this Agreement, and the arbitrator’s power shall be consistent with applicable law and limited to interpretation and application of the express terms of this Agreement.

21.4 The parties may mutually agree in writing to extend the time limits set forth in this Article or by-pass any steps in the grievance procedure where they deem it appropriate to do so.

ARTICLE 22 SAVINGS CLAUSE

22.1 If any provisions of this Agreement shall be held invalid by operation of law or by a tribunal of competent jurisdiction or if compliance or enforcement of any provisions of this Agreement should be restrained by such tribunal pending final determination as to its validity, the remainder of this Agreement shall not be held invalid and shall remain in full force and effect. In such event the parties shall meet for renegotiation of such invalid provisions for the purpose of adequate and lawful replacement thereof.

ARTICLE 23 DURATION

23.1 Unless specified elsewhere in this Agreement, the terms of this Agreement shall be in full force upon mutual execution, and shall remain in full force and effect through December 31, 2023.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters

DocuSigned by:
Scott A. Sullivan
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11/17/2020

Scott A. Sullivan
Secretary-Treasurer

Date

CITY OF BELLEVUE, WASHINGTON

DocuSigned by:
Nathan D. McCommon
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11/20/2020

Deputy City Manager

Date

APPROVED AS TO FORM:

DocuSigned by:
Cindy Lin
345ABA7126C34CD...

Assistant City Attorney

APPENDIX A – PAY RATES
to the
A G R E E M E N T
by and between
CITY OF BELLEVUE, WASHINGTON
and
PUBLIC, PROFESSIONAL &
OFFICE-CLERICAL EMPLOYEES AND DRIVERS
TEAMSTERS LOCAL UNION NO. 763
(Representing the Review and Inspection Supervisors in the
Building Division of the Development Services Department)
January 1, 2020 through December 31, 2023

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF BELLEVUE, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

A.1 Effective retroactively to January 1, 2020, the wage schedule in effect on December 31, 2019 shall be increased by 3%.

Effective January 1, 2020 through December 31, 2020					
	1	**2**	**3**	**4**	Step
Review and Inspection Supervisor	$8,518.41	$8,944.33	$9,391.55	$9,861.13	Monthly

A.2 Effective January 1, 2021, the wage schedule in effect on December 31, 2020 shall be increased by 2.5% .

Effective January 1, 2021 through January 31, 2021					
	1	**2**	**3**	**4**	Step
Review and Inspection Supervisor	$8,731.37	$9,167.94	$9,626.34	$10,107.66	Monthly

A.3 Effective January 1, 2022, the wage schedule in effect on December 31, 2021 shall be increased by 90% of the percentage increase in the CPI-W (Seattle-Tacoma-Bellevue Area Consumer Price Index annual change from June 2020 to June 2021. All items published by the Bureau of Labor Statistics.

A.4 Effective January 1, 2023, the wage schedule in effect on December 31, 2022 shall be increased by 90% of the percentage increase in the CPI-W (Seattle-Tacoma-Bellevue Area Consumer Price Index annual change from June 2021 to June 2022. All items published by the Bureau of Labor Statistics.

A.6 Current employees who are off step may be paid between steps until reaching the top step. Notwithstanding any other contractual provision to the contrary, employees who are off step shall have their base pay rate increased by five percent (5%) on their merit anniversary date of employment each year of the Agreement, up to the maximum pay rate of the classification; provided however, they have successfully met the performance standard criteria as specified in Section A.7, if applicable. It is understood that these employees will continue to be paid at a rate between established pay steps until such time they reach the wage level of Pay Step 4.

A.7 An increase from Pay Step 1 to 2, from 2 to 3, and from 3 to 4 shall be recognized as a performance step increase based upon the successful completion of twelve (12) months of service in Pay Step 1, in Pay Step 2, and in Pay Step 3, respectively, and a timely satisfactory performance evaluation. A Merit increase may be withheld or delayed for employee performance that does not meet standards, 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 standards. The LMCC shall establish the performance standards criteria to meet wage increase requirements. Until the criteria has been established the performance step increase will be administered as in the past.