

# AGREEMENT

By and Between

CITY OF BELLEVUE, WASHINGTON

And

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

Representing the  
Utilities, Parks, Civic Services and Transportation  
Employees

January 01, 2015 through December 31, 2018





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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 TEAMSTERS 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 regular maintenance and operations employees (outside and shop) performing work traditionally assigned to positions in the bargaining unit (i.e. positions listed in Appendix A).
- 1.1.4 "Departments" are defined as Utilities, Parks, Civic Services and Transportation. "Division" shall be defined as the "functional work unit" within the respective Department. Any assignment to lower positions within the Department or Division shall be consistent with the guiding principles set forth in Article 11.2.
- 1.2 "Regular Fully-benefited Full-Time" employee shall be defined as an employee who has successfully completed a trial service period as defined in Article 10.1 and who regularly is compensated 40-hours per week in a regular position. A fully benefited employee assigned to work less than 40 hours a week will earn a prorated number of vacation and sick leave accruals, and holiday leave which reflects the proportion of his/her regularly scheduled work week is to a work week of 40 hours. Proration is necessary to determine the benefits outlined in pertinent Articles.
- 1.3 Partially benefited (seasonal, variable and part-time) employees shall be defined according to the City of Bellevue Employment Status Definitions in effect as April 27, 2015, and all rules in those definitions shall apply. In lieu of being covered by the provisions of the articles of the parties' labor agreement (which is applicable to regular and limited term fully-benefited employees as defined herein), partially benefited employees shall be paid pursuant to the partially-benefited employee wage schedule set forth in Appendix "B".

- 1.3.1 Overtime Work - With regard to overtime work, the City will make an effort to offer fully-benefited employees overtime work before partially-benefited; however, the City reserves the right to use partially-benefited when time constraints require expedited decision making.
- 1.3.2 Usage – The intent of the parties is that partially-benefited employees will be limited to cover peak and seasonal work, intermittent fluctuations in volumes of work, and for replacement of employees who are on approved leave, emergencies, and short-term coverage of vacancies. Issues arising around the usage of partially-benefited employees shall be referred to LMCC under Section 17.8 of this Agreement.
- 1.4 "Excluded Employee" shall mean all other employees of the Employer, who shall be exempt from any and all provisions of the Labor Agreement.
- 1.5 "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.
- 1.6 Limited Term Employee – It is understood and agreed by and between the Employer and the Union that in addition to Regular fully-benefited employees, the bargaining unit shall include Limited Term Employees (LTE). This category of employees shall be consistent with Bellevue City Council Ordinance No. 6153, as signed March 3, 2014, establishing the category of Fixed Term Employee except as modified herein.
- 1.6.1 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. 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.
- 1.6.2 Limited Term Employees, by definition, will be let go 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.
- 1.6.3 Limited Term Employees may apply for any open position with the Employer, including a regular Full Time Equivalent position. 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.

- 1.6.4 If a Limited Term Employee is hired into a regular Full Time Equivalent 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 1.6.1, item 7. – MEBT Eligibility).
- 1.6.5 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.
- 1.6.6 Limited Term Employees shall be hired at a pay step consistent with Appendix A; provided however, a market premium of up to twenty percent (20%) may be added where necessary to attract qualified candidates to a limited term position. If the Limited Term Employee is hired into a regular position, the market premium shall be eliminated.
- 1.6.7 Limited Term Employees shall be laid off prior to regular employees within the affected classification, and in reverse order of service among Limited Term Employees, provided that those remaining within the affected classifications can provide equal qualifications and job performance.
- 1.6.8 “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.

## **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.
- 2.2 Union Membership – Except as otherwise provided in 2.2.1 any employee covered by this Agreement shall, within thirty-one (31) days following his/her first date of employment, as a condition of employment, become a member of the Union and pay the initiation fee and periodic membership dues uniformly levied against all Union members; provided that any employee covered by this Agreement who does not wish to become or remain a member of the Union shall, as a condition of employment, pay a service fee (related to collective bargaining and contract administration services) to the Union which shall not be greater than an amount equivalent to the initiation fee and periodic dues uniformly levied against all Union members.
  - 2.2.1 Partially-benefited employees shall after their initial two months of continuous service become bargaining unit members for the limited purposes described in Section 1.3.4 (Usage) and shall pay to the Union dues.
- 2.3 Payroll Deduction – Upon the 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.

2.3.1 **D.R.I.V.E. Checkoff (*RESERVED*)**: The United States Supreme Court granted a petition for a writ of certiorari in the *Friedrichs v. California Teachers Association* case on June 30, 2015 creating some uncertainty regarding the legal status of public sector dues and other deductions, The Employer and Union hereby agree to suspend negotiations over the Union's proposal for D.R.I.V.E. voluntary election payroll checkoff language for this Section of the collective bargaining agreement. Negotiations regarding the Union's D.R.I.V.E language proposal may renew, upon the request of the Union or as otherwise mutually agreed by the parties, but in any case, no sooner than sixty (60) calendar days after a final substantive decision is issued by the Supreme Court in *Friedrichs v. California Teachers Association*. Such renewed negotiations, if any, shall be subject to state and federal legal requirements. The City and Union reserve the right as part of any continued negotiations on this subject to make new or modified proposals and responses to proposals and to withdraw prior proposals/responses on this subject. The Teamsters business agent shall be authorized by the Union membership to negotiate and execute any amendment of this Section of the collective bargaining agreement through December 31, 2018 regarding voluntary election of D.R.I.V.E. payroll checkoff.

2.4 **Union Notification** – Within ten (10) working days from the date of hire of an employee, the Employer shall forward to the Union the name and address of the new employee. The Employer shall notify the Union of all employees leaving its employment within ten (10) working days thereafter. When hiring partially-benefited employees, the Employer shall notify the Union of the name, work unit, date of hire and anticipated duration of employment.

### **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 of a non-controversial nature 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 or other member designated by the Union) may be granted time-off while conducting business vital to the employees in the bargaining unit provided:

- They notify the Employer in writing at least forty-eight (48) hours prior to the time-off period;
- The Employer is able to properly staff the employee's job duties during the time-off period;
- The wage cost to the Employer is no greater than the cost that would have been incurred had the employee not taken time-off; and
- Employees shall not transact Union business while working on shift 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 – At the discretion of the Employer, the seven (7) day workweek for full-time employees shall consist of five (5) consecutive eight (8) hour days, or four (4) consecutive ten (10) hour days, exclusive of the meal period, or other work weeks (e.g. 9/80 schedule) mutually agreeable to the employee and the Employer.
- 5.1.1 As required by Fair Labor Standards Act, each employee's seven (7) day work week shall be defined as a seven (7) consecutive day period selected by the Employer and consisting of one hundred sixty-eight (168) hours from beginning to end for overtime purposes.
- 5.2 Starting Times – Each full-time employee shall be assigned a weekly schedule which shall not be changed once the employee reports to work for his/her assigned workweek.
- 5.2.1 In the event a full-time employee's weekly schedule is changed after the workweek has begun, he/she shall be paid overtime at one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay for all hours worked outside of the employee's assigned work schedule. Changes to the schedule at the employee's request, and such accommodation, shall not be subject to 1-1/2 time [overtime pay] per this paragraph.
- 5.3 Rest Breaks – The Employer shall provide each employee with a fifteen (15) minute rest break during the first four (4) hour period of the workday and a second fifteen (15) minute rest break during the second four (4) hour period of the workday. The employee shall remain within the area subject to immediate callback should the workload require it. The Union and the employees shall work with the Employer to insure that rest breaks are not abused but are used within the time frames and for the purpose intended.
- 5.4 Meal Periods – The Employer shall provide each employee with an unpaid one-half ( ½ ) hour for a meal between the third (3rd) and fifth (5th) hour of each shift.
- 5.5 Alternative Work Schedules – The fifteen (15) minute rest breaks and one-half (1/2) hour meal periods for alternative work schedules shall otherwise be administered at intervals as required by applicable state law.

### **ARTICLE 6 OVERTIME, COMPENSATORY TIME AND CALLBACK**

- 6.1 Overtime – For full-time regular and full-time limited term employees, all hours compensated in excess of the normal daily scheduled shift (e.g. eight (8) hours at straight time in one (1) day on a 5/8's schedule, or an excess of forty (40) hours at straight-time in one (1) week), shall constitute overtime and shall be paid for at one and one-half times the employee's regular straight-time hourly rate of pay. Overtime shall be paid in increments of fifteen (15) minutes with the major portion of each fifteen (15) minutes being paid as fifteen (15) minutes.
- 6.1.1 All hours worked by other bargaining unit employees in excess of forty (40) hours at straight-time in one (1) week shall constitute overtime and shall be paid for at one and one-half times

the employee's regular straight-time hourly rate of pay.

- 6.2 Compensatory Time – Compensatory time in lieu of overtime pay may be accrued at the option of the employee up to a maximum of sixty (60) hours (i.e. forty (40) hours at time and one-half) per calendar year (January through December). Scheduling of any compensatory time off shall be at a time mutually agreeable to the employee and the Employer. Any accrued compensatory time in excess of twenty-four (24) hours (i.e., sixteen (16) hours at time and one half) shall be cashed out in December at the employee's straight time rate of pay at that time. In the following calendar year an employee may accrue an additional 60 hours of compensatory time and may use up to 78 hours of compensatory time in that succeeding calendar year.
- 6.3 Callback – An employee who has completed his/her assigned shift, including extensions and approved leaves, and is called back to work or scheduled to come back to work prior to the beginning of the employee's next scheduled shift shall be paid a minimum of three (3) hours at one and one-half (1-1/2) times his/her regular straight-time hourly rate of pay; provided however, if the employee's regular shift starts less than three (3) hours from the time he started work on the callback, he/she shall receive one and one-half (1-1/2) times his/her regular straight-time hourly rate of pay for only such time as occurs before the commencement of his/her regular shift.
- 6.3.1 Employees providing off-site assistance and avoiding the necessity of an emergency call-out rather than personally responding to off-hour emergencies shall be compensated one (1) hour at the overtime rate of pay. The employee shall be on his/her honor in reporting such incidents and verifying that action(s) taken by the employee provided immediate assistance. This provision shall only apply once an employee has completed his/her assigned shift and before the employee is scheduled to come back to work.
- 6.3.2 Overtime – Specific Application
- A. This provision does not apply to situations where an employee is scheduled to work, or is called in to work for only the period of up to four (4) hours prior to the start of the scheduled shift and has not performed any additional work during the eight (8) hour period prior to the start of the shift.
  - B. For every unscheduled hour worked during the four (4) hour period immediately prior to a regularly scheduled shift, the employee shall be paid at two (2) times their regular rate of pay. This is in lieu of, and not in addition to any other guaranteed overtime rate or premium, and subject to the restrictions in 6.3.2.A above.
  - C. Compensatory time earned and used within the same work day under this provision shall be accounted for if used, but shall not count towards the employee's cap on comp time bank.
  - D. Comp time accrued and not used shall remain subject to the requirements of Article 6.2.

The table below illustrates the application of the language in Article 6.3.2 for five (5) different potential scenarios using a model shift schedule of 7:00 AM to 3:30 PM and is for illustrative purposes only.

**Scenarios Based on Shift Start Time of 7:00 AM**

“Off” refers to hours not worked.

“1 ½ times” and “2 times” refers to the rate at which overtime will be paid.

	<b>Scenario A</b>	<b>Scenario B</b>	<b>Scenario C</b>	<b>Scenario D</b>	<b>Scenario E</b>	
8:00 PM	Off	Off	1 ½ times	Off	Off	8:00 PM
9:00 PM	Off	Off	1 ½ times	Off	Off	9:00 PM
10:00 PM	Off	Off	1 ½ times	Off	Off	10:00 PM
11:00 PM	1 ½ times	1 ½ times	Off	Off	Off	11:00 PM
12:00 AM	1 ½ times	Off	Off	Off	Off	12:00 AM
1:00 AM	1 ½ times	Off	Off	1 ½ times	Off	1:00 AM
2:00 AM	1 ½ times	Off	Off	1 ½ times	Off	2:00 AM
3:00 AM	2 times	Off	1 ½ times	2 times	1 ½ times	3:00 AM
4:00 AM	2 times	Off	1 ½ times	2 times	1 ½ times	4:00 AM
5:00 AM	2 times	Off	1 ½ times	Off	1 ½ times	5:00 AM
6:00 AM	2 times	2 times	1 ½ times	Off	1 ½ times	6:00 AM
7:00 AM	Regular Rate	7:00 AM				

**ARTICLE 7 NON-PYRAMIDING**

- 7.1 Premium or overtime pay shall not be duplicated or pyramided unless required by Fair Labor Standards Act, in which case premium or overtime pay shall be on the employee's regular rate of pay.

**ARTICLE 8 ON-CALL DUTY**

- 8.1 An employee who is required to be available and subject to call shall receive an On-Call Duty Allowance of 10% of Step 6 Skilled Worker hourly rate of pay for each hour the employee is required to be available and subject to call. The employee shall be provided with a communications device in order to respond to callout without undue restrictions on activities. The duty allowance shall not be calculated into the "regular rate" for overtime payment purposes.

- 8.2 Employees on On-Call Duty who are called out on weekends, holidays or evenings shall be compensated at the Callback rate which shall be in addition to the On-Call Duty Allowance.

This provision shall not be interpreted as in violation of the non-pyramiding clause set forth in Section 7.1.

Because of the City’s obligation to public safety and in accordance with the legislative intent of applicable federal regulations, those employees on On-Call duty shall be expected to be ready to report if called, and shall not be paid for On-Call Duty allowance [i.e. that day’s on-call duty allowance] if in a callback situation the employee is not fit for duty when called. Employees who are called back to work shall decline if the employee is not fit for duty.

- 8.3 The Employer shall maintain a rotation list of qualified bargaining unit employees for callback opportunities for overtime work in those divisions and/or departments where a bargaining unit employee is not on On-Call Duty. In the event a callback is necessary, the Employer

shall utilize the rotation list.

### **ARTICLE 9 WORK OUT OF CLASSIFICATION AND TRAINING**

- 9.1 Work In Higher Classification – In the event that a qualified employee is assigned by the Employer to perform substantially the same duties and to assume substantially the same responsibilities of a position in a higher classification or a position outside of the bargaining unit, the employee shall be paid at the first pay step of the classification or five percent (5%) above his current rate of pay, whichever is greater, for the time worked in that classification. Provided however, the employee shall have worked a minimum of one (1) day (per occurrence) performing such duties of the Crew Leader, Lead Mechanical Service Technician, Senior Engineering Technician, or the equivalent of a workweek (per occurrence) in all other cases.
- 9.2 Training and Development - The Employer, Union, and employees have a partnership in identifying training needs and promoting a variety of ways of meeting those needs. Periodic discussions will occur prior to the budget process so adequate notice and opportunities for training can occur. It is expected that this partnership will enhance service to the public and employee safety, proficiency, productivity, and career opportunities inside and outside the bargaining unit.

### **ARTICLE 10 TRIAL SERVICE PERIODS T/A 2-23-15**

- 10.1 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 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.
- 10.2 Trial Service Period upon Promotion – An employee who is promoted or who makes a lateral move to a different classification shall be subject to a six (6) month trial service period to demonstrate his/her abilities and capacity to perform the duties of the classification. The trial service period may be extended up to an additional six (6) months. An employee who is unable to satisfactorily perform the duties of the classification shall be returned to the classification in the department/division the employee held immediately prior to the promotion. An employee's return to his/her previous classification during any trial service period shall not be subject to the grievance procedure. When a trial service employee is promoted or makes a lateral move and engages in misconduct meriting discharge, such employee may still be discharged, pursuant to Article 19.
- 10.3 No salary increase will occur at the completion of a trial service period in 10.2.

### **ARTICLE 11 LAYOFF, RECALL, AND JOB VACANCIES**

- 11.1 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 his/her 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.
- 11.2 Layoff – In case of layoff, the employee with the shortest length of continuous service in the

lowest grade in the department or division affected (as defined in Article 1.1.3), shall be laid off first, provided those remaining on the job have equal qualifications and job performance. The Employer shall provide an employee with 45 calendar days advance notification prior to layoff.

- 11.2.1 For purposes of this Section, relative job performance shall be as measured by the employee's annual performance evaluations completed after November 01, 1994. Qualifications shall be measured by the knowledge, abilities, and skills required for the position.
- 11.3 Recall – In case of recall, the employee with the longest length of continuous service in the classification affected shall be recalled first, provided he/she 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 he/she 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 laid off during the term of this agreement after he/she has been on continuous layoff for a period of one (1) year. Also, if an employee does not return to work when recalled, the Employer shall have no further obligation to recall him/her.
- 11.3.1 Limited Term Employees, and Partially-benefited Employees (including seasonal, variable and part-time) shall not have recall rights.
- 11.4 Job Vacancy – When a regular job vacancy occurs, present employees shall be given first consideration for filling the vacancy. The position shall be filled by the most qualified applicant. When ability and qualifications are equal, seniority shall govern. The determination as to whether or not any vacancy is filled shall continue to be retained by the Employer.
- 11.4.1 Notices of regular job vacancies shall be posted on the bulletin board for five (5) working days. Present employees who desire consideration for such openings shall notify the Employer in writing during the five (5) day period the notice is posted.

### **ARTICLE 12 MONTHLY RATES OF PAY**

- 12.1 The monthly rates of pay for employees 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 13 HOLIDAYS AND SERVICE AWARD PROGRAM**

- 13.1 The following days shall be paid holidays:

New Years 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	4th Friday of November
Christmas Day	25th of December
Two (2) Personal Floating Holidays	In accordance with City policy

- 13.1.1 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 authorized to be absent the last workday before a holiday and the first workday following the holiday.
- 13.1.2 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.
- 13.1.3 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.
- 13.1.4 An employee required to work on a recognized holiday shall be paid for the time worked at time and one-half (1-1/2) for his/her classification plus eight (8) hours pay in lieu of the holiday off. This provision shall be applicable only to those employees whose assigned work schedule in the work week in which the holiday occurs does not include working on the designated holiday. Employees whose assigned work schedule includes working on the designated holiday shall receive an alternate day off within the work week, or be paid an additional one and one-half (1-1/2) times their regular rate of pay for the hours worked on the designated holiday.
- 13.1.5 In computing overtime, all contractual holidays shall be considered compensated time, although the employee does not work.
- 13.1.6 Holidays for Fully-benefited Employees working less than 40 hours per week –Fully-benefited employees shall receive holiday benefits on a pro rata basis. 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 straight-time hourly rate of pay for each contractual and/or personal holiday.
- 13.2 Service Award Program – An employee who has completed the years of service set forth below shall receive the following service awards:
- 13.2.1 Upon completion of five (5) years of service, an employee shall receive a letter of appreciation from his/her Department Head, a certificate of service signed by the City Manager and the Mayor, and a one-time grant of eight (8) additional hours of vacation leave.
- 13.2.2 Upon completion of ten (10) years of service, an employee shall receive a letter of appreciation from the City Manager, a certificate signed by the City Manager and the Mayor, a cash bonus of one hundred dollars (\$100.00) and a one-time grant of sixteen (16) additional hours of vacation leave.
- 13.2.3 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 a one-time grant of sixteen (16) additional hours of vacation leave.

- 13.2.4 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 a one-time grant of sixteen (16) additional hours of vacation leave.
- 13.2.5 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 plaque, a certificate of service signed by the City Manager and Mayor, a cash bonus of two hundred fifty dollars (\$250.00) and a one-time grant of sixteen (16) additional hours of vacation leave.
- 13.2.6 Upon completion of thirty (30) years of service, an employee shall receive a letter of appreciation from the City Manager and the Mayor, a plaque of service signed by the City Manager, the Mayor and the Council members, a cash bonus of three hundred dollars (\$300.00) and a one-time grant of sixteen (16) additional hours of vacation leave.
- 13.2.7 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 a one-time grant of sixteen (16) hours of vacation leave.
- 13.2.8 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 a one-time grant of sixteen (16) hours of vacation leave.
- 13.2.9 The afore-referenced one-time grants of vacation leave 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.
- 13.2.10 The afore-referenced cash bonuses and one-time grants of vacation leave shall be adjusted in accordance with City policy as it applies to other City employees.

**ARTICLE 14 VACATIONS**

- 14.1 "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.
- 14.2 Each full-time (regular and LTE) employee shall be eligible to individually accrue and schedule vacation on the following basis in accordance with his/her accumulated continuous service:

<u>Years of Continuous Service</u>	<u>Scheduled Working Days Vacation</u>	<u>Annual Hours</u>
1	12	96
2	12	96
3	12	96
4	12	96
5	15	120

<u>Years of Continuous Service</u>	<u>Scheduled Working Days Vacation</u>	<u>Annual Hours</u>
6	15	120
7	15	120
8	15	120
9	15	120
10	19	152
11	19	152
12	19	152
13	19	152
14	19	152
15	22	176
16	22	176
17	22	176
18	22	176
19	22	176
20 years and beyond	25	200

- 14.3 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.
- 14.4 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.
- 14.5 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 on January 1st of each year shall automatically be forfeited unless otherwise specifically authorized in writing by the City Manager.
- 14.6 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.
- 14.7 Vacation Leave for Fully-benefited Employees working less than 40 hours per week – Fully-benefited employees shall receive vacation benefits on a pro rata basis. For example, if a fully-benefited 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 vacation earned.

### **ARTICLE 15 LEAVES**

- 15.1 A Fully-benefited employee shall accrue sick leave at the rate of eight (8) hours for each completed calendar month of service, provided the employee's normal work week is 40 hours. Fully-benefited employees who's normal work scheduled is less than 40 hours per week shall receive paid leave on a pro rata basis (See Article 15.8).
- 15.1.1 Sick leave may accumulate until claimed and used up to a maximum of one thousand four hundred forty (1,440) hours only.

- 15.1.2 If the absence claimed as sick leave does not exceed three (3) days, no doctor's certificate shall be required to accompany the request for sick leave unless required by the Department Head.
- 15.1.3 Requests for sick leave in excess of three (3) days shall be accompanied by a doctor's certificate or other satisfactory proof of sickness or injury.
- 15.1.4 When an employee is sick or injured on or off the job, and is not eligible for Workers' Compensation, the employee shall use accumulated sick leave, provided that in the event 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 unless the employee is unable to return to work within two (2) hours. If the employee exhausts all his/her sick leave, then the employee will be charged his/her vacation, and finally will be placed on leave without pay.
- 15.1.5 Personal illness or physical incapacity resulting from causes beyond the employee's control or forced quarantine in accordance with State or community health regulations shall be approved grounds for sick leave. An employee may also use up to eighty (80) hours of sick leave in any two (2) year period for the care of a new born or newly adopted child.
- 15.1.5.1 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 supervision or treatment 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.

- 15.1.5.1.1 "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.
- 15.1.5.1.2 "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.
- 15.1.5.1.3 "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).

- 15.1.7.1.4 “Emergency Condition” means a health condition that is a sudden, generally unexpected occurrence, or set of circumstance related to one’s health demanding immediate action, and is typically very short term in nature.
- 15.1.8 Continuance of sick leave pay during absence from duty shall be contingent upon the employee or someone on his/her behalf notifying his/her immediate supervisor of the reason for absence and expected date of return prior to the start of his/her regular work shift on his/her first day off duty. If the employee is unable to contact the supervisor prior to the start of the shift, the employee must contact designated personnel, following recognized procedures, within fifteen (15) minutes after the scheduled start of his/her scheduled work day. If the expected date of return changes, the employee shall notify his/her supervisor as soon as possible.
- 15.1.9 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 he 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 as here and before specified. If the employee has exhausted sick leave and does not desire to have other paid leave utilized to supplement workers' compensation payments, it shall be the employee’s responsibility to notify the appropriate authority in writing prior to exhausting sick leave. Otherwise, the Employer will automatically utilize other paid leave earned by the employee to accomplish the purposes of this section.
- 15.1.10 Sick leave time which is used by an employee shall be deducted from his/her accumulated sick leave time. Accrued but unused sick leave shall have no cash value except at the time of normal service retirement. At such time, the employee shall be eligible to receive ten percent (10%) cash payment of such leave but not to exceed a maximum of one thousand four hundred forty (1,440) hours.
- 15.1.11 Employees are expected to be on the job, and on time, unless excused by their supervisor or department head. Periodic review of employee's attendance records shall be made by each department. Excessive absenteeism or tardiness, or use of sick leave for purposes other than those provided for in this Agreement, shall result in disciplinary action against the employee.
- 15.1.12 Bonus Day Off – Employees who use eight (8) hours or less of sick leave in any twelve (12) month period shall be granted a bonus day off during the succeeding 12 month period on a date mutually agreed upon between the employee and the Employer. It is the responsibility of the employee 1) to keep track of the twelve (12) month period and 2) to notify the department timekeeper. To avoid forfeiture, the employee must contact the timekeeper within sixty (60) calendar days after completion of the twelve (12) month period in writing so that the timekeeper may verify accuracy of the employee’s records. No month shall be counted in more than one twelve (12) month period.
- 15.2 Unpaid Medical Leave of Absence – An employee who has exhausted all his/her sick leave and vacation leave may make a written request for an unpaid medical leave of absence of

up to six (6) months. Such leave will only be granted 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. An unpaid medical leave of absence shall not exceed six (6) calendar months from the day the employee first was absent on such leave. Reinstatement to a position shall be subject to physical and mental fitness of the employee. Such medical leave of absence may be extended at the sole discretion of the Employer.

- 15.2.1 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.
- 15.2.2 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.
- 15.2.3 During a medical leave of absence, while an employee is in an unpaid status and unable to pay their portion of contributions for employee and family health insurance, and the employee group life insurance coverage, the Employer will carry the employee's portion for up to six (6) months in any two (2) year period. Upon the employee's return to work, the Employer will work out a repayment plan with the employee.
- 15.3 Family and Medical Leave– The Federal Family and Medical Leave Act (FMLA) allows an employee twelve (12) weeks of accrued 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.
  - For a serious health condition that makes the employee unable to perform his/her job.
- 15.3.1 "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/her own support.
- 15.3.2 "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.
- 15.3.3 "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.

The intent of this provision is to apply the term “serious health condition” the same as is provided by law.

- 15.4 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 15.3. A doctor's verification may be required for Emergency Leave.
- 15.5 Bereavement Leave – A fully-benefited employee may use up to a total of forty (40) hours of paid administrative leave per occurrence of death in the employee's immediate family, provided the employee’s normal workweek is 40 hours. Fully-benefited employee’s whose normal workweek schedule is less than 40 hours per week shall receive Bereavement leave on a pro rata basis (See Article 15.8). It is expected that such leave will be taken during or within 60 days of death, or longer with Human Resources Director or designee review and approval.
- 15.6 Personal Leave of Absence – 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. 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.
- 15.7 Jury/Witness Leave – Necessary leave shall be allowed by the City Manager to permit any employee to report to 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 his/her 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.
- 15.8 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 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 day of paid leave.

## **ARTICLE 16 HEALTH INSURANCE**

- 16.1 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. Therefore, the following agreement applies:

- 16.1.1 The Employer shall retain the right to self-insure medical and dental coverage.
- 16.1.2 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 employee groups evenly.
- 16.1.3 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.
- 16.1.4 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 Reform legislation, when the requirements are known.
- 16.2.1.A Premium Sharing for the City of Bellevue Core Health Plan currently administered by Premera.

Employee's current monthly premium contributions as set forth below shall continue for the 2015 Plan Year:

Plan	Coverage Level	2015 Monthly Employee Contribution
Premera Core	Employee Only	\$ 43.53
	Employee & Spouse/Domestic Partner	\$214.46
	Employee & Children	\$145.71
	Employee & Family	\$354.70

16.2.1.B For Plan Years 2016, 2017 and 2018 the employee percentage of the total premium for health care cost is as follows:

- 6.99% for Employee only
- 16.4% for Employee + Spouse
- 13.0% for Employee + Child(ren), and
- 17.8% for Employee + Spouse + Child(ren)

16.2.2 Employee monthly contributions for 2016 plan year for the City of Bellevue Core Health Plan shall be as set for below:

Plan	Coverage Level	2016 Monthly Employee Contribution
Premera Core	Employee Only	\$ 46.64
	Employee & Spouse/Domestic Partner	\$229.84
	Employee & Children	\$156.12
	Employee & Family	\$380.01

16.2.3 Affordable plan – In the event the employee elects coverage under the Affordable plan,

currently administered by Premera, there will be no monthly employee contribution for employee only coverage; dependent coverage will be twenty-five percent (25%) of the Core employee premium contribution.

16.2.4.A Group Health Cooperative for 2015: Employee's current premium cost sharing for 2015 shall continue as set forth below:

Plan	Coverage Level	2015 Monthly Employee Contribution
Group Health Cooperative	Employee Only	\$ 36.52
	Employee & Spouse/Domestic Partner	\$195.33
	Employee & Children	\$108.71
	Employee & Family	\$253.12

16.2.4.B Group Health Cooperative Premium Sharing for Plan Years 2016, 2017 and 2018: The Employee shall pay the following percentage of the total cost of the plan as follows:

- 5.60% for Employee only
- 14.27% for Employee + Spouse
- 11.12% for Employee + Child(ren), and
- 15.53% for Employee + Spouse + Child(ren)

16.2.5 Group Health Cooperative for 2016: Employee monthly contributions for the 2016 plan year for Group Health Cooperative shall be set as follows:

Plan	Coverage Level	2016 Monthly Employee Contribution
Group Health Cooperative	Employee Only	\$ 35.24
	Employee & Spouse/Domestic Partner	\$188.59
	Employee & Children	\$104.97
	Employee & Family	\$244.35

16.3.1 In 2016, the City shall engage all employee groups with the intent to design an additional self-insured medical plan offering for 2017 that would fall below the projected excise tax cap for 2018. This plan would be in addition to the existing two Premera self-insured plans and Group Health. The bargaining unit shall have the opportunity to give input regarding the potential plan structure and design, along with other bargaining units and unrepresented employee groups and the City's Health Care Communications Committee. The City shall have the discretion to select final plan design elements after affording each group a good faith opportunity to give input into the plan design elements.

The bargaining unit shall have the opportunity to bargain over the premium share contribution of its membership regarding the new plan prior to it being offered, if it wishes

to offer the new plan as an option to its members for the 2017 benefit year. Should a new plan be offered to bargaining unit members, for the 2017 benefit year, employee contributions to the employee-only tier of the new 2017 plan option shall be no more than the lowest rate of contribution to the employee-only tier of any other represented or unrepresented employee group(s) that participate in the new 2017 plan option during the 2017 benefit year, unless otherwise agreed by the City and Union.

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

During the effective life of this Agreement, in the event that an arbitration award grants a bargaining unit the option of going to a non-City sponsored health care plan, either the City and/or the Union may reopen this article to explore available options.

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

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

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

Should the City elect to make changes to the Bellevue Health Plans, the Union has the right to negotiate any impacts of such changes within thirty (30) days after any such changes take effect. If the provisions of the Patient Protection and Affordable Care Act change in anyway after the ratification of this agreement by both parties, either party may request to meet and bargain the impacts of such changes as it relates to Article 16 of the collective bargaining agreement

- 16.4 The City and the Union agree that should the Health Care Flexible Spending Arrangement (FSA), which enables participants to set aside money on a pre-tax basis to pay for out-of-pocket health care expenses for participants and their tax dependents, count toward the Affordable Care Act excise tax threshold, it will no longer be offered after December 31, 2017.

- 16.5 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.

- 16.6 Pensions – The Employer and the employee shall participate in the Washington Public Employee’s Retirement System as set forth in RCW 41.40.
- 16.6.1 Union Pension Plan: In the event that the employees elect as a group to join the Western Conference of Teamsters Pension Trust, the Employer agrees to withhold the designated amounts from the employees’ paychecks as permitted by law to fund their participation in the pension plan. Nothing herein amends the employer or employee rights and obligations under PERS or MEBT.
- 16.6.2 Retiree Health Plan: In the event that the employees elect as a group to join the Western Conference of Teamsters Retiree Welfare Trust, the Employer agrees to withhold the designated amounts from the employees’ paychecks as permitted by law to fund their participation in the retiree health plan. Nothing herein amends the employer or employee rights and obligations under PERS or MEBT.
- 16.6.3 The Union shall defend and hold the Employer harmless against any claims, liabilities or damages brought against the Employer by an employee arising out of the Employer making a good faith effort to comply with 16.6.1 and 16.6.2.
- 16.7 Upon request of the Union, the parties agree to begin meeting no later than April 2018 to begin discussing this Article for the next successor collective bargaining agreement negotiations.

## **ARTICLE 17 MISCELLANEOUS**

- 17.1 Maintenance of Standards – No regular employee shall have his/her monthly rate of pay reduced as a result of any classification and pay review. Instead, when the employee’s monthly rate of pay exceeds the maximum of the pay range to which his/her position is assigned, the City shall maintain the employee’s rate of pay until the maximum of the new pay range exceeds the employee’s monthly rate of pay.
- 17.2 Clothing and Devices – Any clothing or devices required by the Employer shall be furnished and maintained by the Employer.
- 17.3 Protective Footwear 2015 – The Employer shall pay \$190.00 for the purchase of protective footwear for each employee in March of each year, to ensure compliance with ANSI. The employee shall wear protective footwear that meets or exceeds safety specifications to be allowed to perform compensated work. Purchase of protective footwear to ensure compliance with ANSI above \$190.00 shall be accompanied by receipt of purchase up to a maximum reimbursement of \$225.
- 17.3.1 Protective Footwear 2016 – Effective January 31, 2016, the Employer shall pay \$200.00 for the purchase of protective footwear for each employee in March of each year, to ensure compliance with ANSI. The employee shall wear protective footwear that meets or exceeds safety specifications to be allowed to perform compensated work. Purchase of protective footwear to ensure compliance with ANSI above \$200.00 shall be accompanied by receipt of purchase up to a maximum reimbursement of \$250.

- 17.3.2 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.
- 17.3.3 New Hire Employees – New employee 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 pay check.
- 17.3.3.1 New hire employees hired on or before 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 Section 17.3. 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.
- 17.3.4 ANSI compliance procedure may be reviewed from time-to-time, as necessary, by the LMCC.
- 17.4 Parking – Parking on the Employer's premises shall be provided in accordance with the provisions of the general parking program established as of the execution date of this Agreement and as may be hereafter amended by the Employer during the term of this Agreement. The Employer and the Union shall meet to address those circumstances unique to the BSC operation. Bargaining unit employees shall be given the opportunity to provide input along with other City employees to propose administrative changes to the plan.
- 17.5.1 Tool Allowance through December 31, 2015 – The Employer shall pay four hundred dollars (\$400.00) to each Mechanical Services Technician and Lead Mechanical Services Technician on the first (1st) paycheck in February of each year for the purchase of or the replacement of tools. In the event the employee spends more than \$400 to purchase or replace tools in a calendar year, the Employer will provide additional reimbursement up to a maximum of \$200 upon the employee providing receipts demonstrating actual tool expenses incurred for the entire year. Receipts must be submitted no later than January 15th for a reimbursement in February.
- 17.5.2 Tool Allowance effective January 1, 2016 – The Employer shall pay four hundred fifty dollars (\$450.00) to each Mechanical Services Technician and Lead Mechanical Services Technician on the first (1st) paycheck in February of each year for the purchase of or the replacement of tools. In the event the employee spends more than \$450 to purchase or replace tools in a calendar year, the Employer will provide additional reimbursement up to a maximum of \$200 upon the employee providing receipts demonstrating actual tool expenses incurred for the entire year. Receipts must be submitted no later than January 15th for a reimbursement in February.
- 17.6 Tuition Reimbursement – The Employer shall reimburse employees for the cost of tuition for college, vocational, or continuing education courses that are directly related to the employee's current job or the development of skills related to a reasonable career path progression. Reimbursement shall be in accordance with City policy, subject to availability of funds, and advanced Employer approval of courses.
- 17.7 Excess Compensation – Notwithstanding any other provisions of the Agreement to the contrary, the Employer shall not be required to pay upon the retirement of any employee any sums which constitute "excess compensation" pursuant to SHB 843, as now or hereafter amended; provided however, compensatory time off in an amount equivalent to the current hourly value of any such sums shall be afforded the employee within the six (6) month period

immediately prior to his/her retirement. This provision shall be subject to negotiation by and between the Employer and the Union in the event a court of competent jurisdiction rules SHB 843 invalid or otherwise unenforceable. The Employer shall hold the Union harmless against any claims brought against the Employer and/or the Union arising out of the execution of this Section.

17.8 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.

17.9 The parties have agreed to utilize the matrix attached as Attachment A as a guideline for application of the City’s Human Resources Policies Manual to bargaining unit members. If there remains a conflict between the interpretation of the Agreement and the City’s Human Resources Policies Manual, the provision of the Labor Agreement shall govern. With respect to the first column in Attachment A only, the City’s Human Resources Policies Manual as of April 27, 2015, shall apply to members of the collective bargaining unit the same as for non-represented employees of the City.

However, the Employer retains the right to update HR 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.

17.10 Shared Leave – The bargaining unit shall be allowed to establish its own Shared Leave Program. 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 donations to and withdrawals from the shared leave bank will only be made by bargaining unit members.

## **ARTICLE 18 MANAGEMENT RIGHTS AND PROTECTIONS**

18.1 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, except as it may conflict with the provisions of this agreement.

18.1.1 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 operation of law pursuant to Article 22.

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

18.1.3 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.

- 18.1.4 The Employer reserves the right to discipline or discharge for just cause. For examples of personal conduct that may result in discipline of members of the bargaining unit for "just cause", the parties include reference herein to the Employer's Human Resources Policies and Procedures Manual; effective date April 27, 2015. 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.
- 18.1.5 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.
- 18.1.6 The Employer retains the right to contract out work performed by the employees covered by this Agreement; provided, however, the decision must be reasonable, in good faith, and economically feasible. If the decision results in the layoff of any regular employee, the Employer agrees to bargain the effects first with the Union prior to the layoff.
- 18.1.7 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 actions are not intended to modify provisions of this Agreement without mutual agreement of the Employer and the Union.
- 18.2 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.
- 18.3 Entire Agreement – The Agreement expressed herein in writing constitutes the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions.

## **ARTICLE 19 DISCIPLINARY PROCEDURES**

- 19.1 Any discharge, suspension, or other formal disciplinary action shall be administered in accordance with the procedures for corrective disciplinary action as set forth in this Article.
- 19.2 The Employer shall issue a written notice to an employee, with a copy to the Union, when the employee is the subject of an investigation. If the investigation could result in discipline, suspension or discharge, the notice shall be delivered within fourteen (14) work days of the occurrence of which the Employer or Supervisor knew or should have known of the violation. Except, however, the Employer shall not be required to comply with the fourteen (14) day notice when the employee's personal conduct has been concealed and when such notice of the employee's personal conduct would tend to compromise the Employer's investigation relating to the conduct at issue. 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.
- 19.3 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. Formal discipline shall mean written reprimand, suspension without pay, demotion, or discharge.

- 19.4.1 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, which action may include but not be limited to:
- 19.4.2 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.
- 19.4.3 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.
- 19.4.4 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.
- 19.4.5 Temporary suspensions or demotions may 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.
- 19.4.6 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, consistent with the provisions of Section 18.1.4 of the Agreement. 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.

## **ARTICLE 20 SUBSTANCE ABUSE**

- 20.1 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 the Employer's Human Resources Policies and Procedures Manual, effective date January 1, 2010 (Reference: Chapter 5 of the Human Resources Policies and

Section 17.9). Failure of an employee to take the test(s) or sign the consent form shall result in the employee's termination.

- 20.2 The Union will continue to work cooperatively with the City in meeting the requirements of the law with regard to CDL testing.

### **ARTICLE 21 GRIEVANCE PROCEDURE**

- 21.1 A "Grievance" shall mean a claim or dispute filed by an employee 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 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 the Labor Specialist 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 the Labor Specialist, 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) work days 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 fifteen (15) work days of receiving the request. The settlement conference shall be co-facilitated by the Labor Program 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. Step 4 is a trial grievance step. Therefore, unless the parties agree in writing within sixty days before December 31, 2018 to continue Step 4, it shall sunset on December 31, 2018 and not be considered the status quo for any successor bargaining.

- 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 the Labor Program Manager, 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) workdays after the conclusion of the settlement conference or the date the settlement conference option is declined affirmatively or the time for acceptance has expired, if applicable under the Step 4. Either the Union or the Employer may request a meeting to solve the grievance prior to submitting the grievance to arbitration. If the Employer and the Union are unable to agree upon an arbitrator within five (5) work 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. Nothing herein shall prevent the City or Union from requesting a meeting, prior to arbitration, to attempt to resolve the dispute.
- 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) work 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 expense of their own representatives (e.g. attorney fees) 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.

## **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 a 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 otherwise elsewhere in this Agreement, the terms of this Agreement shall be in full force and effect on date of signing and shall remain in full force and effect through December 31, 2018.

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

CITY OF BELLEVUE, WASHINGTON

By Scott A. Sullivan  
Scott A. Sullivan, Secretary-Treasurer

By Man Kant  
City Manager's Office

Date 6-8-16

Date 6/22/16

APPROVED AS TO FORM:

By Siona Windsor  
Siona Windsor, Asst City Attorney

**APPENDIX “A” Wages (Fully Benefited)**  
 to the  
**AGREEMENT**  
 by and between  
 CITY OF BELLEVUE, WASHINGTON  
 and  
 PUBLIC, PROFESSIONAL &  
 OFFICE-CLERICAL EMPLOYEES AND DRIVERS  
 TEAMSTERS LOCAL UNION NO. 763  
 (Representing the Utilities, Parks, Civic Services and Transportation Employees)  
 January 01, 2015 through December 31, 2018

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

A.1 **2015 Wages:** Effective January 1, 2015, the monthly rates of pay shall be as follows (reflect 1.98% adjustment (90% of CPI-W) plus an additional 1.0% market adjustment over 2014 rates for Maintenance Aide 1-LTE and Maintenance Aide 2- LTE job classifications, all other job classifications in the table below shall receive an additional 2.0% market adjustment over 2014 rates, retroactive to January 1, 2015):

2015 Wages							
JOB TITLE	STEP						
	1	2	3	4	5	6	+
Maintenance Aide 1 – LTE* Limited Term Employee	\$2,453.90 \$14.16/hr	\$2,616.22 \$15.09/hr	\$2,790.00 \$16.10/hr	\$2,977.14 \$17.18/hr	\$3,173.84 \$18.31/hr	\$3,387.72 \$19.54/hr	
Custodian	\$3,001.59	\$3,156.91	\$3,320.86	\$3,567.39	\$3,754.76	\$3,945.83	
Maintenance Aide 2 – LTE* Limited Term Employee	\$2,992.42 \$17.26/hr	\$3,192.94 \$18.42/hr	\$3,404.91 \$19.64/hr	\$3,632.15 \$20.95/hr	\$3,872.77 \$22.34/hr	\$4,130.57 \$23.83/hr	
Asst Mechanical Svcs Tech Maintenance Worker	\$3,792.97	\$3,982.81	\$4,181.27	\$4,388.36	\$4,607.78	\$4,765.56	
Meter Reader	\$3,829.95	\$4,021.02	\$4,220.72	\$4,430.27	\$4,650.92	\$4,811.17	
Meter Repair Specialist Skilled Worker	\$4,181.27	\$4,388.36	\$4,607.78	\$4,839.52	\$5,079.90	\$5,254.94	
Inventory Specialist 1 Structural Maint Spec 1	\$4,265.09	\$4,478.35	\$4,703.93	\$4,936.91	\$5,183.44	\$5,360.95	
Structural Maint Spec 2 Mechanical Svcs Tech Lead Worker	\$4,647.23	\$4,880.20	\$5,123.04	\$5,378.21	\$5,648.17	\$5,844.16	
Inventory Specialist 2	\$4,708.86	\$4,941.84	\$5,190.84	\$5,448.47	\$5,720.89	\$5,918.12	
Lead Worker - Programs	\$4,802.54	\$5,025.66	\$5,275.90	\$5,542.16	\$5,819.51	\$6,019.20	
Technical Specialist	\$5,098.39	\$5,349.86	\$5,619.81	\$5,900.87	\$6,193.01	\$6,221.37	\$6,419.83
Crew Leader Lead Mechanical Svcs Tech	\$5,129.21	\$5,388.07	\$5,656.80	\$5,929.22	\$6,231.23	\$6,442.02	
Crew Leader - Tech Spec (Supervises Technical Specialist(s) and has completed the Technical Specialist Training Matrix)	\$5,388.07	\$5,656.80	\$5,929.22	\$6,231.23	\$6,442.02	\$6,649.11	

\*Effective January 1, 2015, the wage schedule in effect on December 31, 2014 shall be modified to include the addition of Maintenance Aide 1-LTE and Maintenance Aide 2-LTE, and shall only be applicable when hired in the employment status of Limited Term Employee.

A.2 **2016 Wages:** Effective January 1, 2016, the monthly rates of pay which were effective as of January 1, 2015, shall be increased by 0.99% [ninety percent (90%) of the percentage increase in the Bremerton-Everett-Seattle Area Consumer Price Index annual change from June 2014 to June 2015.] The Index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items, as published by the Bureau of Labor Statistics.

In addition to the amount above, the Skilled Worker and Meter Repair Specialist classifications shall also receive a market adjustment of an additional 1.0%.

A.2.1 Effective January 1, 2016, the wage schedule in effect on December 31, 2015 shall be modified to include the addition of one (1) new job classification: Custodian Lead.

2016 Wages							
JOB TITLE	STEP						
	1	2	3	4	5	6	+
Maintenance Aide 1 - LTE Limited Term Employee	\$2,478.19 \$14.30/hr	\$2,642.12 \$15.24/hr	\$2,817.62 \$16.26/hr	\$3,006.62 \$17.35/hr	\$3,205.26 \$18.49/hr	\$3,421.26 \$19.74/hr	
Custodian	\$3,031.31	\$3,188.16	\$3,353.73	\$3,602.71	\$3,791.93	\$3,984.89	
Maintenance Aide 2 - LTE Limited Term Employee	\$3,022.05 \$17.43/hr	\$3,224.55 \$18.60/hr	\$3,438.61 \$19.84/hr	\$3,668.11 \$20.16/hr	\$3,911.11 \$22.56/hr	\$4,171.47 \$24.07/hr	
Custodian, Lead	\$3,334.44	\$3,506.98	\$3,689.11	\$3,962.98	\$4,171.13	\$4,383.38	
Asst Mechanical Svcs Tech Maintenance Worker	\$3,830.52	\$4,022.24	\$4,222.66	\$4,431.81	\$4,653.40	\$4,812.74	
Meter Reader	\$3,867.87	\$4,060.83	\$4,262.50	\$4,474.13	\$4,696.97	\$4,858.80	
Meter Repair Specialist Skilled Worker	\$4,264.48	\$4,475.69	\$4,699.47	\$4,935.83	\$5,180.99	\$5,359.51	
Inventory Specialist 1 Structural Maint Spec 1	\$4,307.32	\$4,522.68	\$4,750.50	\$4,985.78	\$5,234.76	\$5,414.02	
Structural Maint Spec 2 Mechanical Svcs Tech Lead Worker	\$4,693.23	\$4,928.52	\$5,173.76	\$5,431.45	\$5,704.08	\$5,902.02	
Inventory Specialist 2	\$4,755.48	\$4,990.76	\$5,242.23	\$5,502.41	\$5,777.53	\$5,976.71	
Lead Worker - Programs	\$4,850.09	\$5,075.41	\$5,328.13	\$5,597.02	\$5,877.12	\$6,078.80	
Technical Specialist	\$5,148.86	\$5,402.82	\$5,675.45	\$5,959.29	\$6,254.32	\$6,282.96	\$6,483.38
Crew Leader Lead Mechanical Svcs Tech	\$5,179.98	\$5,441.41	\$5,712.80	\$5,987.92	\$6,292.92	\$6,505.79	
Crew Leader - Tech Spec (Supervises Technical Specialist(s) and has completed the Technical Specialist Training Matrix)	\$5,441.41	\$5,712.80	\$5,987.92	\$6,292.92	\$6,505.79	\$6,714.93	

A.3 **2017 Wages:** Effective January 1, 2017, the monthly rates of pay which were effective as of January 1, 2016, shall be increased by ninety percent (90%) of the percentage increase in the Bremerton-Everett-Seattle Area Consumer Price Index annual change from June 2015 to June 2016. The Index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items, as published by the Bureau of Labor Statistics.

In addition to the amount above, the Skilled Worker and Meter Repair Specialist classifications shall also receive a market adjustment of an additional 1.0%.

- A.4 **2018 Wages:** Effective January 1, 2018, the monthly rates of pay which were effective as of January 1, 2017, shall be increased by ninety percent (90%) of the percentage increase in the Bremerton-Everett-Seattle Area Consumer Price Index annual change from June 2016 to June 2017. The Index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items, as published by the Bureau of Labor Statistics.
- A.5 Wage and leave accrual are only retroactive items unless otherwise stated and shall only be received by employees on the payroll and actively working as of November 30, 2015.
- A.6 The first two (2) step increases (1 to 2, and 2 to 3), and the step increase from 4 to 5, shall be recognized as longevity step increases based upon the employee's tenure of employment computed from his/her first day of employment. Employees shall advance from one step to the next each twelve (12) months.
- A.6.1 Step increases for 3 to 4, and 5 to 6, shall be recognized as performance step increases based upon the successful completion of twelve (12) months of service in each respective performance step, and a satisfactory performance evaluation. 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 increases will be administered as in the past.
- A.7 Shift Change Premium – Employees who are assigned to a new work shift that is for a time period of one (1) workweek or more and the shift change alters the beginning or end of the regular work shift by two (2) hours or more shall be paid a shift change premium of seventy cents (\$.70) per hour for all time worked during the new work shift, not to exceed a period of three (3) consecutive months; provided, however, the shift change premium shall not apply for those occasions and/or hours of work that are currently eligible for and have traditionally been paid under the overtime or callback provisions of Article 6. (Due to the nature of scheduling for golf course activities, golf course personnel will not be eligible for the premium provided by this Section.)
- A.8 An employee's pay rate upon promotion to a higher classification shall be one hundred five percent (105%) of the employee's current adjusted base salary rate, provided the promotional amount is at least the minimum rate of the new salary range and does not exceed the range maximum. The employee shall be assigned a new merit date.
- A.9 Technical Specialists who are on Step 6 shall have the opportunity to earn an additional 3.2% by completing and keeping current their City of Bellevue Training and Operations Technical Specialist Training Matrix and by maintaining a solid and acceptable level of performance (i.e., a score of 3 or greater for all performance dimensions as outlined in the City's performance evaluation form). Provided however, under no circumstances, shall the additional 3.2% be paid if a formal certification and training matrix is not in place.

**APPENDIX “B” Wages (Partially Benefited)**  
 to the  
**AGREEMENT**  
 by and between  
 CITY OF BELLEVUE, WASHINGTON  
 and  
 PUBLIC, PROFESSIONAL &  
 OFFICE-CLERICAL EMPLOYEES AND DRIVERS  
 TEAMSTERS LOCAL UNION NO. 763  
 (Representing the Utilities, Parks, Civic Services and Transportation Employees)  
 January 01, 2015 through December 31, 2018

B.1 In lieu of being covered by the provisions of the articles of the parties’ labor agreement (which are applicable to Regular and Limited Term fully-benefited employees as defined therein), partially-benefited employees shall be paid pursuant to the following wage schedule:

B.1.1 **2015 Rates of Pay** (reflect 1.98% (90% of CPI-W) adjustment plus an additional 1.0% market adjustment over 2014 rates, retroactive to January 1, 2015)

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	2015
Maintenance Aide I	\$14.16	\$15.09	\$16.10	\$17.18	\$18.31	\$19.54	Hourly
Maintenance Aide 2	\$17.26	\$18.42	\$19.64	\$20.95	\$22.34	\$23.83	Hourly

B.1.2 **2016 Rates of Pay:** Effective January 1, 2016, the rates of pay which were effective as of January 1, 2015, shall be increased by 0.99% [ninety percent (90%) of the percentage increase in the Bremerton-Everett-Seattle Area Consumer Price Index annual change from June 2014 to June 2015.] The Index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items, as published by the Bureau of Labor Statistics.

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	2016
Maintenance Aide I	\$14.30	\$15.24	\$16.26	\$17.35	\$18.49	\$19.74	Hourly
Maintenance Aide 2	\$17.43	\$18.60	\$19.84	\$20.16	\$22.56	\$24.07	Hourly

B.1.3 **2017 Rates of Pay:** Effective January 1, 2017, the rates of pay which were effective as of January 1, 2016, shall be increased by ninety percent (90%) of the percentage increase in the Bremerton-Everett-Seattle Area Consumer Price Index annual change from June 2015 to June 2016. The Index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items, as published by the Bureau of Labor Statistics.

B.1.4 **2018 Rates of Pay:** Effective January 1, 2018, the rates of pay which were effective as of January 1, 2017, shall be increased by ninety percent (90%) of the percentage increase in the Bremerton-Everett-Seattle Area Consumer Price Index annual change from June 2016 to June 2017. The Index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items, as published by the Bureau of Labor Statistics.

B.2 Retroactivity for 2015 wages is only received by employees on the payroll and actively working as of November 30, 2015.

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

CITY OF BELLEVUE, WASHINGTON

By Scott A. Sullivan  
Scott A. Sullivan, Secretary-Treasurer

By [Signature]  
City Manager's Office

Date 6-8-16

Date 6/22/2016

APPROVED AS TO FORM:

By [Signature]  
Siona Windsor, Asst City Attorney

**ATTACHMENT "A"**  
to the  
**AGREEMENT**  
by and between  
CITY OF BELLEVUE, WASHINGTON  
and  
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS  
TEAMSTERS LOCAL UNION NO. 763  
(Representing the Utilities, Parks, Civic Services and Transportation Employees)

January 01, 2015 through December 31, 2018

Set forth hereafter are those Titles and/or Sections contained within the Human Resources Policy that "Do Apply" and "Do Not Apply" to bargaining unit personnel covered by this Labor Agreement.

<b>DO APPLY</b>	<b>DO NOT APPLY</b>
Service Award Program: 10.26	Work Rules: Ch 4
Tuition Reimbursement: 10.27	Employee Relations: Ch 8 except as noted
Recruitment & Selection: Ch. 3	Employee Committee: 5.13
Workplace Policies: Ch. 5	Alternative Work Scheduling: 5.15
Record Keeping: Ch 6	Trial Service Period: 7.1
EEO: 8.4??	Performance Evaluations: 7.2
Substance Abuse: 5.16	Separation and Severance: 7.9.4
Notification of Causes for Discipline: 7.4.1	Salary Administration: Ch. 9
Workplace Violence: 5.14	Standby: 9.20
EEO-Nondiscrimination: 8.4	Vacations: 10.5
Harassment: 8.5	Holidays: 10.1
Religious: 8.5	Sick Leave (Per Art. 17.10) 10.10
FMLA Issues and FCA Issues: 10:17, 10.18	Supplemental Disability: 10.12
Military Leave and Domestic Violence Leave: 10.20	Hours of Work & Overtime: 4.1, 4.2
Code of Ethics: 5.1	Reclassifications: 7.9.5, 9.4
Outside Employment: 5.2	Leaves of Absence: 10.26
Solicitation: 5.3	Insurance: 10.25, 13.6
Cellular Phones: 5.5	Definitions** Ch. 2
Vehicle Usage: 5.6	All others
Intellectual Property: 5.8	
Internet Usage: 5.9	
Shared Leave (as applied to a separate pool for the bargaining unit): 10.13, 13.5	
Jury Duty: 10.22	
Continuations of Benefits ***Bargaining note: HRPPM 10.25.2****	

\*\* Definitions - All definitions set forth within this Section of the Human Resources Policy as of April 27, 2015 shall not apply unless the term is used within the Collective Bargaining Agreement, in which case, the definition contained within the Human Resources Policy shall apply. (Cross-Reference Sec. 17.9)

\*\*\* Section 7.4.1(2) of the HRPPM in relation to off duty conduct shall be applied in accord with employee's First

Amendment rights and when such conduct has a nexus to their employment relationship with the City. While all sections of Chapter 7 of the HRPPM can be part of the basis for potential discipline of an employee, any resulting discipline remains subject to the grievance procedure in Article 21 of this Agreement.

\*\*\*\* During the effective life of this agreement, the City intends to propose revisions to the Vehicle Use and Substance Abuse sections of the HRPPM. The City and Union will bargain over the revised HRPPM sections after they are finalized and execute a Memorandum of Understanding (MOU) to incorporate any revisions or modifications to this Appendix or elsewhere in the relevant portions of the collective bargaining agreement.

**MEMORANDUM OF UNDERSTANDING**

to the

**AGREEMENT**

by and between

CITY OF BELLEVUE, WASHINGTON

and

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS

LOCAL UNION NO. 763

(Representing Utilities, Parks, Civic Services & Transportation Employees)

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Effective upon date of signing by last party through December 31, 2015

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THIS MEMORANDUM OF UNDERSTANDING 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, TEAMSTERS LOCAL UNION NO 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

The City of Bellevue and the Union hereby enter into the following memorandum of understanding, which shall be effective retroactive to May 1, 2010:

A custodian assigned the responsibility of providing oversight and coordinating the work of contracted and temporary custodians - including training and scheduling, maintaining & distributing janitorial supplies, collecting time cards and other similar duties as assigned, shall receive an additional 5% of his/regular hourly rate of pay.

A custodian who is assigned a regular schedule of the added duties outlined herein shall be paid at the added rate for all hours compensated during that period.

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

CITY OF BELLEVUE, WASHINGTON

By



Scott A. Sullivan, Secretary-Treasurer

By



City Manager's Office

Date

6-8-16

Date

6/22/2016

APPROVED AS TO FORM:

By



Siona Windsor, Asst City Attorney

**MEMORANDUM OF UNDERSTANDING – Fleet Priority Specialist**  
to the  
**AGREEMENT**  
by and between  
CITY OF BELLEVUE, WASHINGTON  
and  
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS  
LOCAL UNION NO. 763  
(Representing Utilities, Parks, and Civic Services and Transportation Employees)

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Effective upon date of signing by last party through December 31, 2018 THIS MEMORANDUM OF UNDERSTANDING 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, TEAMSTERS LOCAL UNION NO 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union. The City of Bellevue and the Union hereby enter into the following memorandum of understanding, which shall be effective January 1, 2016.

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**FLEET PRIORITY SPECIALIST ROTATION**

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The purpose of this Memorandum of Understanding (MOU) is to document the rules and guidelines for participation in the trial Priority Specialist rotation assignment in Fleet.

Whereas the Employer and Union have agreed to a trial period to evaluate a rotation assignment of Priority Specialist; and

Whereas, beginning in 2016 the parties will implement the agreement set forth below; and  
Whereas, the parties wish to clarify the requirements and nature of the trial Priority Specialist rotation assignment in Fleet;

Now therefore, the parties agree to the following:

1. A. Effective January 1, 2016, upon successfully completing the requirements in 1.C, 2.A and 2.B below, a Mechanical Services Technician at Step 6 of the wage scale who is assigned to the rotational duty of Priority Door Specialist shall receive the premium pay(s) as outlined in Section 2 below.
- B. Effective January 1, 2016, upon successfully completing the requirements in 1.C. and 2.C. below, a Lead Mechanical Services Technician at step 6 of the wage scale who is assigned to oversee the Priority Specialist Program shall receive the premium pay (s) as outlined in Section 2 below.
- C. Eligibility Criteria: Employees wishing to participate in the Priority Specialist rotation trial period must meet the following criteria:

- Complete all “mandatory” City training
- Have a valid driver’s license with Class “A” CDL
- Achieved step #6 in the wage classification of appendix A in the Teamsters 763 agreement
- Have a “3” or higher on last annual performance evaluation
- Worked out an agreeable time-table with management for completing the training matrix

- Demonstrate ability to weld and use oxygen/acetylene torch and plasma cutter
- Demonstrate ability to perform basic diagnostics, within all three work groups; Light duty, Heavy Duty and Fire, using shop provided diagnostic tools (Scanners, Lap Tops, etc....)
- Have demonstrated the ability to start, drive, park, activate and operate all systems on the following pieces of equipment:

- ✓ Police Cruiser operation (siren, light bar & equipment drawer)
- ✓ Fire Apparatus
- ✓ Eductor Truck
- ✓ Street Sweeper
- ✓ Grounds Mowers
- ✓ Snow removal equipment and associated hydraulic systems
- ✓ Back-Hoe and Excavator Operation

2. A. An employee meeting the eligibility criteria in Section 1. above, but who has not completed the associated training matrix in its entirety, shall receive a five percent (5%) premium above Step 6 of the Mechanical Services Technician wage rate for hours worked when assigned the rotational Priority Door Specialist duties.

B. An employee meeting the eligibility criteria in Section 1. above who has completed the associated training matrix in its entirety, shall receive a ten percent (10%) premium above Step 6 of the Mechanical Services Technician wage rate for hours worked when assigned the rotational Priority Door Specialist duties.

C. A Lead Mechanical Services Technician meeting the eligibility criteria in Section 1. above, and has completed the associated training matrix in its entirety, shall receive a three point two (3.2%) premium above Step 6 of the Lead Mechanical Services Technician wage rate for hours worked when overseeing the Priority Specialist Program.

D. For payroll purposes, three (3) separate pay codes shall be created to distinguish between the three different premium levels in 2.A, 2.B and 2.C. above.

E. Premium pays listed above in 2.A and 2.B shall only be effective when an employee is assigned by their supervisor and performing the Priority Door Specialist duties and shall not apply when using paid leave or when working outside of normal work hours (12-hour emergency shift events and after hours work), unless specifically directed by Management.

3. A. Rotation periods will be determined by the number of active participants.

3.B. A rotation schedule will be determined yearly, and be maintained and made accessible electronically to all participating employees.

3.C. Exceptions to the yearly rotation schedule will be managed by the participants in the rotation, subject to the approval of management and shall be conveyed to the Crew Lead a minimum of one (1) week prior to making any proposed changes in the

existing rotation schedule.

3.D. Rotations will be per month. Following are rotation examples:

*I. Two (2) participants equates to six (6) months in the rotation for each participant during the calendar year.*

*II. Six (6) participants equates to two (2) months in the rotation for each participant during the calendar year.*

4. This trial period MOU shall last through the effective period of the 2015-2018 collective bargaining agreement, unless the Employer exercises its sole right to discontinue the rotation program and/or permanently assign one employee to this position, or eliminate the rotation assignment altogether.

5. During the effective life of this MOU, the parties may, by mutual agreement, modify the terms and conditions herein to adequately administer the trial period.

6. No Retroactive Application of this MOU:

A. This MOU becomes effective January 1, 2016 or upon ratification by both parties, whichever occurs later, and will remain in effect until a successor collective bargaining agreement is ratified by both parties or the Employer elects to assign one employee full-time as the Priority Specialist or elects to end the trial program.

Public, Professional & Office Clerical  
Employees And Drivers,  
Teamsters Local 763

City of Bellevue

By: Scott A. Sullivan  
Scott A. Sullivan  
Secretary-Treasurer

By: [Signature]  
Deputy City Manager

Date: 6-8-16

Date: 6/22/2016

Approved as to Form:

[Signature]  
Assistant City Attorney





Utilities, Parks, Civic Services, & Transportation  
Employees  
Contract Term  
Jan. 1, 2015 – Dec. 31, 2018

