

AGREEMENT

BETWEEN

CITY OF BELLEVUE

AND

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL 1604**

Battalion Chiefs

January 1, 2021- December 31, 2022

All economic terms shall be retroactive to January 1, 2021 except as otherwise noted.



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Preamble

This agreement is between the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS UNION, LOCAL 1604 (herein after referred to as the "Union") and the CITY OF BELLEVUE, WASHINGTON, (hereinafter referred to as the "Employer"). The purpose of the Union and the City entering into this agreement is to set forth their entire agreement regarding wages, hours and working conditions so as to promote efficient and uninterrupted performance of Fire Department functions, morale, safety, and security of bargaining unit employees, and harmonious relations, giving full recognition to the rights and responsibilities of the Employer, the Union and the employees. The Employer and the Union shall work together to meet the proficiency requirements of the City; to provide the public with efficient and courteous service; to encourage good attendance of employees; and to promote a climate of labor relations that will aid in achieving a high level of efficiency in the Department. Unless otherwise expressly provided herein, the provisions of this agreement shall be effective for the term of the Agreement.

Article 1 - Definitions

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

- A. **"Union"** means the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS UNION, LOCAL #1604.
- B. **"Employer"** means the CITY OF BELLEVUE, WASHINGTON.
- C. **"Employee"** means an individual employed in the bargaining unit covered by this Agreement.
- D. **"Bargaining Unit"** as used herein shall mean all employees employed in the Bellevue Fire Department in the rank/position of Battalion Chief.
- E. **"Monthly Salary"** means the monthly rate of pay so identified and set forth in Appendix A to this Agreement.
- F. **"Seniority"** means length of continuous service with the Bellevue Fire Department. When a break in service is due to a medical separation, then it means the total length of service with the Bellevue Fire Department excluding the time that the employee was away from work.
- G. **"Years of Service"** means 12 consecutive months of employment from the most recent date of hire. It shall also mean the total months of employment (divided by 12) if was a separation due to a medical condition.
- H. **"Department"** means the Bellevue Fire Department.
- I. **"Compensated Leave"** means the accumulation of time off with pay, whereby a full-time employee shall receive the regular rate of compensation although he/she does not report for duty. Compensated leave shall include the following provisions: Article 11.4 (Administrative Days), Article 16 (Holidays), Article 17 (Vacation).
- J. **"Immediate Family"** means a full time 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), sister, brother, spouse, children (natural, adopted, step, foster, legal wards, or a child of a person standing in loco parentis), mother/father-in-law, son/daughter-in-law, grandparents, great-grandparents, grandchildren and great-grandchildren.
- K. **"Domestic Partner"** whenever used in this agreement, will have the same definition as contained in the City of Bellevue's Human Resources Policies and Procedures Manual (HRPPM) as of 12/1/22.
- L. **"BCEX"** is defined as compensation for authorized work performed in excess of the member's normal work schedule. Such work is defined in Article 11.1 and shall be compensated at the following rate of pay:
 - 1. Platoon Battalion Chiefs shall be paid at 1.5 times the base hourly rate of pay of a Platoon Battalion Chief (calculated using 2505.36 hours per year as the denominator and the annualized salary in Appendix A as the numerator).
 - 2. Administrative Battalion Chiefs shall be paid at 1.5 times the base hourly rate of pay of an Administrative Battalion Chief (only for purposes of determining a BCEX rate, calculated using 2505.36 hours per year as the denominator and the annualized salary in Appendix A as the numerator).

Article 2 - Recognition

The Employer recognizes the Union as the exclusive bargaining representative for the employees of the Department in the rank of Battalion Chief.

Article 3 - Union Membership

The Union encourages all employees covered hereunder to become and remain members in good standing of the Union, and the Union accepts its responsibility to fairly represent all employees in the bargaining unit, regardless of membership status.

Article 4 - Check-Off

The Employer will make deductions for Union dues from the wages of each employee who executes a properly written authorization and who desires to become a Union member and such deductions shall be remitted to the Union Treasurer.

The Union agrees to defend, indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken by the City under the provisions of this Article. The City will remain responsible for its own errors in the administration of this Article, and will be legally responsible for any of its own acts of negligence.

Article 5 - Non-Discrimination

5.1

The Employer and Union agree that neither party shall discriminate unlawfully against any employee. The Employer and Union further agree that no employee shall be discriminated against by reason of relationship to any employee of the City, except as is provided in City Ordinance.

5.2

There shall be no unlawful discrimination by the Employer or Union against any employee for his/her membership or non-membership in the Union or in the lawful exercise of the employee's rights under RCW 41.56.

5.3

Issues involving the interpretation or application of above language shall be addressed by the Union or individual employees through the Department Chain of Command or Human Resources. Thereafter, any claim of unlawful discrimination must be processed by the individual employee privately through the appropriate local, state or federal agency or through the courts and shall not be subject to the grievance procedure. Employees believing they may have been discriminated against or harassed shall comply with City policies concerning notification to the City.

Article 6 - Seniority

A full-time employee will accrue seniority from his/her most recent date of hire in the Department. The Employer shall establish and maintain an accurate seniority list. The seniority list will be brought up-to-date at least once per calendar year.

For any other seniority issues, the City of Bellevue Civil Service rules shall govern.

Article 7 - Reduction & Recall

The Employer shall provide the Union with reasonable notice in the event it decides to make any changes which would effectively reduce the number of Department personnel covered by this agreement.

If the number of positions within the rank/position of Battalion Chief, shall be reduced, the employee with the least seniority in grade [most recent date of appointment to the rank] shall be the first to be reduced in rank; employees so reduced in rank shall be restored to the highest Civil Service rank previously held, the descending order of ranks being as follows: Battalion Chief, Captain, Lieutenant, Firefighter/Engineer, Firefighter.

Article 8 - Vacancies & Promotions

8.1

Vacancies and promotions for Battalion Chiefs shall be governed by the rules and regulations adopted by the Bellevue Civil Service Commission. If the City intends to change the current Civil Service Rules in a manner that impacts vacancies and promotions, the City shall first give notice and an opportunity to bargain prior to making any such changes.

8.2

In the case of promotions, if the candidate with the higher scores on the applicable Civil Service eligibility list is not appointed, the Fire Department shall draft a written explanation within seventy-two (72) hours after the appointment as to why another candidate was considered best qualified. This written explanation will be provided to the candidates with the higher scores but who were not appointed.

Article 9 - Salary

The monthly salaries for the pay classifications covered by this agreement are contained in Appendix "A" to this agreement.

Article 10 - Longevity and Education Pay

The longevity and education pay schedules for classifications covered by this agreement are contained in Appendix "B" to this agreement.

Article 11 – BCEX and Administrative Days

Employees shall maintain FLSA exempt status for calculation of overtime pay and as provided by law.

BCEX

11.1

Battalion Chiefs performing work in excess of the member's normal work schedule shall be compensated at the BCEX rate of pay (defined in Article 1) rounded to the nearest quarter hour. All BCEX must be pre-approved by the Fire Chief or his/her designee.

Examples of BCEX include:

- Staffing at emergency incidents;
- Staffing of Battalion 101 or Battalion 102, etc.;
- Authorized/required departmental meetings (such as Operations meetings, Officer/Platoon meetings);
- Authorized/required departmental training classes;
- Special projects or assignments as assigned by the Fire Chief or his/her designee

Members may request to receive BCEX as comp time, in lieu of pay. If approved by the Fire Chief, or designee, comp time will accrue in lieu of pay at a rate of 1.5 hours accrued for every hour of assigned work, to a maximum bank of 48 hours per year, and be scheduled at a time mutually agreeable to the Fire Chief and the employee.

11.2

BCEX opportunities shall be scheduled as described in Article 200, Section 20 of the Fire Department Standard Operating which shall also include any subsequent revisions agreed upon by the parties.

11.3 Recall for Staffing

Bargaining unit members are eligible for critical incident pay (at the BCEX rate) when called outside of their regular work hours to the scene of a critical incident that requires command and control responsibilities or the staffing of additional command positions or units, so long as the employee is not already scheduled for duty during those hours. Bargaining unit members will receive two (2) hours of critical incident pay plus all hours actually worked per call out at the BCEX rate.

Administrative Days

11.4

Battalion Chiefs normally assigned to Administrative duties (40-hour work week) shall receive five (5) Administrative Days off (40 hours) to use in lieu of compensation for routine administrative meetings and training sessions required for their position.

The Fire Chief pledges to continue to support members in 40-hour work week administrative positions to maintain the 40-hour work week schedule.

Article 12 - Hours of Duty

Regularly scheduled average weekly hours of duty for members assigned to 24-hour shifts is 48.18 hours (17 24-hour Kelly days) on an average annual basis, scheduled by management personnel. The regularly scheduled duty hours shall be scheduled for periods of twenty-four (24) consecutive hours. Platoon rotation and shift start times are set forth in Article 200 Section 1 of the Fire Department Standard Operating Procedures.

The basic week of service for an administrative employee shall be not more than forty (40) hours. A week of service shall consist of five (5) eight (8) hour workdays, nine/eighty work week (eight (8) nine (9) hour workdays and one (1) eight (8) hour workday in a two-week period), or four (4) ten (10) hour workdays, including mealtime, or any other arrangement agreeable to Local 1604 and the Employer and not detrimental to the efficient rendering of duties.

Transfers (reference Article(s) 16, 17 and Appendix "C")

- **Platoon to Platoon:** When an employee is transferred from one platoon to another platoon, there will be a minimum of forty-eight (48) hours off between the last shift assigned on the old platoon and the first shift worked on the new platoon. During this forty-eight (48) hours off the employee is not eligible for BCEX.
- **Platoon to Administrative Assignment:** When an employee is transferred from a platoon schedule to an Administrative Assignment (non-platoon schedule), there will be a minimum of forty-eight (48) hours off between the last shift assigned on the old platoon schedule and the first day worked on the new Administrative Assignment. During this forty-eight (48) hours off the employee is not eligible for BCEX.
- **Administrative Assignment to Platoon:** When an employee is transferred from an Administrative Assignment to a platoon schedule, there will be a minimum of forty-eight (48) hours off between the last day assigned on the old Administrative Assignment and the first shift worked on the new platoon. During this forty-eight (48) hours off the employee is not eligible for BCEX.

Temporary or permanent involuntary Administrative assignments of employees in the bargaining unit may be made to meet department needs when an acceptable volunteer cannot be found.

Article 13 - Shift Trades

Employees shall have the ability to trade shifts as specified in Article 200, Section 13 of the Bellevue Fire Department Standard Operating Procedures (revised date of 2/14/12) which shall also include any subsequent revisions agreed upon by the parties.

Article 14 – Mileage

Employees who incur business expenses (mileage, parking, tolls, etc.) as outlined in the City of Bellevue Business Expense Policy as published by the Finance Department on July 1, 2016, shall be eligible to submit for reimbursement in accordance with the Policy. Should the policy be modified by the City or if the policy is changed by law or IRS regulation, the parties agree to reopen bargaining on this Article.

Article 15 - Duty out of Rank or Pay Class

Battalion Chief Acting at a higher rank

- 15.1.** Battalion Chiefs assigned to act as an Acting Deputy Chief, and/or Acting Fire Chief shall be compensated at 105% of the Administrative Battalion Chief base hourly rate of pay during the period for which they are so assigned.
- 15.1.1.** It is understood that whether or not the former position is backfilled while the employee is acting in a higher position shall be at the discretion of the Fire Chief, or designee.

Article 16 Holidays

16.1 Holiday Accrual for 24-hour shift employees

- a) On January 1, 2021, all shift employees will be credited with 48 hours of Holiday Leave. Effective January 1, 2022, on the first of each year, all shift employees will be credited with 72 hours of Holiday Leave.
- b) If an employee is transferred from an Administrative Assignment (non-platoon schedule) to a 24-hour shift (platoon) assignment, the employee will be credited with twenty-four (24) hours of Holiday Leave. In addition, the employee would retain any unused personal holiday hours for use later in the year.
- c) At the beginning of each pay period each employee will be credited three (3) hours of Holiday Leave available to be used from the first of the month.
- d) If an employee works on the 4th of July, Thanksgiving or Christmas he/she shall be paid at an hourly rate of one and one-half times his/her straight-time hourly rate for each hour worked on the holiday. (Each Holiday is defined as the regularly-scheduled 24-hour period for the position.) This rate of pay is equal to an additional half-time pay over his/her regular rate of pay. For example, an employee working a non-overtime shift would receive an additional half (1/2) time on a Super Holiday; an employee already working overtime on a Super Holiday will be paid at double their Regular Rate.
- e) Employees will be allowed to have a negative balance of Holiday Leave if it is anticipated that they will be able to have a zero balance by the end of the year.
- f) If that the employee has a negative balance when they separated from service the negative balance will be deducted from their other compensated leave.
- g) Employees may sell back up to 23.75 hours of unused holiday leave at the end of the year, except that, for 2022 only, the Employer shall cash out an additional 24 hours of holiday leave for each employee in recognition of the Juneteenth holiday. If Holiday Leave is not used or sold back by the end of the year, it will be forfeited.
- h) Any employee who quits, retires, dies or is terminated will receive regular compensation for any accrued Holiday Leave, which has not been used. Accrued Holiday pay and/or termination pay of a deceased employee will be paid to the same individual to who is paid his/her accrued wages.

16.2 Holiday Leave for Administrative Assignment (40-hour) employees

- a) On the first of each year or at the beginning of an Administrative Assignment, employees will be credited with sixteen (16) hours of Holiday Leave to be used as personal holidays.
- b) When an employee's regularly scheduled work day falls on one of the days listed below, they will be given 8 hours holiday leave to fully or partially cover the work day. If one of the days falls on a weekend or on a normally scheduled day off (SDO), they will be granted 8 holiday hours on an alternative work day.

New Year's Day – January 1st

Martin Luther King, Jr.'s Birthday – 3rd Monday in January

Presidents' Day – 3rd Monday in February

Memorial Day – Last Monday in May

Juneteenth – June 19th (effective in 2022)

Independence Day – July 4th
Labor Day – 1st Monday in September
Veterans' Day – November 11th
Thanksgiving – 4th Thursday in November
Day after Thanksgiving – 4th Friday in November
Christmas Day – December 25th

- c) If an employee is transferred from a 24-hour shift (platoon) assignment to an Administrative Assignment, the employee will be credited with 16 hours of Holiday Leave. In addition, the employee will retain any unused holiday leave credited while on his/her previous 24-hour shift assignment for use later in the year.
- d) Employees who are on a modified duty assignment, or temporary Administrative Assignment, shall not have their holiday accrual rates adjusted until such time the employee is in that assignment for six (6) months. At the beginning of the next pay period accrual rates will change to the 40-hour accrual rates. The holiday accrual change will not be retroactive. At that time, the employee's holiday leave balance will be adjusted according to Appendix C.

16.3 **Holiday Sell Back**

Employees may exercise their option to receive compensation in lieu of holiday leave up to the maximum as follows:

120 hours times the employee's straight time hourly rate (annual salary divided by annual hours of work) equals holiday compensation.

Such compensation may be taken in lieu of leave with pay, subject to the following provisions: Prior to January 1 of each year, the employees in the bargaining unit performing 24-hour duty periods shall individually declare, on a form provided by the department, whether or not they wish to take such compensation in the form of cash payment in lieu of holiday leave. Upon receiving the forms completed, the Fire Chief or his/her designee shall determine whether or not it is in the best interest of the department to accept cash payment in lieu of holiday leave as indicated or reject the desires of the employees as a whole. It is understood that the procedures described herein for exercising the option to receive compensation in lieu of holiday leave may be invoked at any time if mutually agreed by the Employer and the Union.

Article 17 - Vacation Leave

17.1 Vacation Accrual

Vacation hours shall be accrued each pay period based upon the following schedule and shall become available for use on January 1 of the following year. Each full-time 24-hour shift employee shall individually accrue a vacation on the following basis, which varies with the number of years of service completed by each employee with the Department.

<u>Years of Service</u>	<u>Hours Per Pay Period</u>	<u>Vacation Shifts</u>	<u>Hours per Calendar Month of Service</u>
0 through end of 4 years (48 months)	5	5	10
5 through the end of 9 years (108 months)	7	7	14
10 through the end of 14 years (168 months)	9	9	18
15 through the end of 19 years (228 months)	10	10	20
20 years or more	11	11	22

Personnel working an Administrative Assignment (40-hour workweek), excluding temporary assignments, shall individually accrue vacation on the following basis, which varies with the number of years of service completed by each employee with the Department:

<u>Years of Service</u>	<u>Hours Per Pay Period</u>	<u>8-Hour Days</u>	<u>Hours per Calendar Month of Service</u>
0 through end of 4 years (48 months)	4	12	8
5 through the end of 9 years (108 months)	6	18	12
10 through the end of 14 years (168 months)	8	24	16
15 through the end of 19 years (228 months)	9	27	18
20 years or more	10	30	20

- a) Vacations will be scheduled at such times as the Employer finds most suitable after considering the wishes of the employee and the requirements of the Department. 24-hour shift (platoon) Battalion Chiefs shall be allowed to choose vacation separately from the rest of the shift. Seniority for vacation selection by 24-hour shift (platoon) Battalion Chiefs is based on "seniority-in-grade" (most recent date of appointment to the rank).
- b) Vacation time shall accrue for service time during a fraction of a pay period so long as the employee has compensable hours in that pay period.
- c) Vacations may not be accumulated from year to year, except as provided in this Section. Vacation balances

on December 31 shall determine the number of vacation shifts for the following year. No partial shifts (less than 24 hours) will be scheduled during the regular vacation selection process. All accrued vacation hours not utilized shall carryover to the next calendar year (limited to 304 hours). An employee who does not use his/her accrued vacation during the twelve (12) calendar month period immediately following the completion of the year of continuous service in which the vacation was accrued, shall waive any hours in excess of 304 hours of accrued vacation; except as authorized by the Fire Chief under City Policy. An employee cannot, as a matter of right, waive his/her vacation and draw vacation pay in addition to pay while on duty.

- d) An employee who quits, retires, dies or is terminated will receive regular compensation for any accrued vacation, which has not been used. Accrued vacation pay and/or termination pay of a deceased employee will be paid to the same individual to whom is paid his/her accrued wages.
- e) Employees who are on a modified duty assignment, or temporary Administrative Assignment, shall not have their vacation accrual rates adjusted until such time the employee is in that assignment in excess of six (6) months. At the beginning of the next pay period accrual rates will change to the 40-hour accrual rates. The vacation accrual change will not be retroactive. At that time, the employee's Vacation leave balance will be adjusted according to Appendix C.

17.2 Vacation Sell Back

Fire Battalion Chiefs may elect to sell back up to 120 hours, at base salary rate, of vacation per year. Such election must be made between November 1 and December 31 for the upcoming year. Vacation sell back will be applied to the second paycheck of the new (next) calendar year. This election is non-revocable, and the employee cannot change that election during the year for which the election was made. The employee can use this provision to reduce vacation balance to get below the 304-hours maximum even though the hours are not cashed out until the new calendar year. The carryover provision limits shall apply.

Article 18 - Other Leaves

18.1 Bereavement Leave

A full-time 24-hour shift employee who has a member of his/her immediate family (as defined in Article 1) taken by death may request and be granted up to forty-eight (48) duty hours off without loss of pay. Employees working an Administrative Assignment may request and be granted forty (40) hours off without loss of pay.

18.2 Emergency Leave

An emergency is defined as an unexpected situation or sudden occurrence of a serious or urgent nature that demands immediate attention. Should a serious illness, injury, or significant family emergency occur in the employee's immediate family requiring his/her presence, the employee may be granted leave without loss of pay, provided:

- 1) That the employee is not entitled to any other leave under Article 18 or Sick and Disability Leave under Article 28;
- 2) requests for such leave shall be made at least 24 hours in advance, except in the case of a sudden emergency;
- 3) such leave is approved by the department head, or his/her designee;
- 4) such leave does not exceed 72 hours; and
- 5) the employee shall provide a timely written authorization to the Employer upon return to work from said emergency leave that such time off taken as emergency leave shall be charged to the employee's compensated leave balance and the employees scheduled time off will be modified accordingly in that calendar year, whenever possible.

It is the intent of this provision that the cost to the City of the time off for family emergency will be no greater than if the emergency had not occurred. Such emergency leave will not be unreasonably withheld.

The employee shall pay back emergency leave time under the paragraph above prior to receiving an overtime assignment.

18.3 Military Leave

Military leave shall be granted as required by RCW 38.40.060, RCW 73.16.031-061 and any federal regulations or orders that may apply to the employee.

An employee assigned to 24 hour shift schedule or Administrative Assignment may access up to twenty-one (21) shifts per year, or as required under RCW 38.40.060, or RCW 73.16.031-061 or as otherwise may be required by applicable state or federal regulations – whichever is greater.

Further, an employee who is required to be on active military duty shall receive from the City, commencing on the first day the employee reports for active duty and continuing for one year thereafter (or until the employee's discharge from active duty, whichever occurs first) dependent medical, dental and vision benefits if the dependents were covered as of the last day of service rendered to the City prior to reporting for active duty. The premiums for such dependent benefits shall be according to this Agreement per Article 27 and listed in the Battalion Chief Active Employee Contribution rates document found on the City's benefits hub.

18.4 Jury Duty Leave

An employee serving on jury duty shall be excused from his/her regular shift in order to fulfill such service. If an employee assigned to 24-hour shifts is released from jury duty by 1700 hours on a day he/she would normally be scheduled to work, he/she shall contact his/her immediate supervisor; should the immediate supervisor so contacted determine that the employee's return to duty would serve the Employer's legitimate business needs he/she may direct the employee to return to duty. An employee assigned to 24-hour shifts shall be released from duty by no later than 2000 hours when scheduled for jury duty the following day.

If an employee assigned to a 40-hour/week schedule is released from jury duty by 1500 hours on a day he/she would normally be scheduled to work, he/she shall make reasonable effort to contact his/her immediate supervisor; should the immediate supervisor so contacted determine that the employee's return to duty would serve the Employer's legitimate business needs he/she may direct the employee to return to duty. An employee assigned to a 40-hour/week schedule shall be released from duty by no later than 1700 hours when scheduled for jury duty the following day.

An employee serving on jury duty shall continue to receive his/her regular salary. For any day the employee is paid by the City while on jury duty, the employee shall reimburse the City any funds, except parking and mileage allowance, received because of that day's jury duty.

18.5 Family & Medical Leave

- a) A paid family and medical leave (PFML) benefit will be available to eligible employees according to the provisions of Title 50A RCW and the Employer's pertinent policies and procedures. This benefit is funded, per the RCW, through employer and employee premium contributions collected since January 1, 2019. The employee's share of the premiums for PFML and any surcharges will be collected through a payroll deduction and remitted to the Employment Security Department of Washington State, as provided in Title 50A RCW.
- b) Family Leave, including maternity/paternity leave, shall be available to the employee as presently required by state and/or federal law and City of Bellevue policy. Family and Medical Leave (FMLA) runs concurrently with other qualifying leaves (e.g. worker's compensation leave) for the same injury or illness unless the employee is receiving PFML, in which case only FMLA and PFML run concurrently; and
- c) LEOFF 2 employees who elect not to use PFML may use up to 72 hours of accrued sick leave for newborn or adopted child. Said sick leave to care for a newborn or adopted child shall be used within 30 days of its birth or adoption.
- d) If the need for PFML for the birth or placement of a child is foreseeable, the employee shall notify his/her supervisor at least thirty (30) days prior to the expected start of the leave so that necessary planning can occur. If the birth or placement of a child with the employee requires leave to begin in less than 30 (thirty) days, the employee shall provide such notice as is practicable.
- e) In all other circumstances, if the need for PFML is foreseeable based on planned medical treatment, the employee (a) must make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the Employer, subject to the approval of the health care provider of the employee or the health care provider of the family member, as appropriate; and (b) Must provide the Employer with not less than 30 (thirty) days' notice, before the date the leave is to begin, of the intent to take family or medical leave, except that if the date of the treatment requires leave to begin in less than thirty days, the employee must provide such notice as is practicable.

18.6 Family Leave for Domestic Partners

The Federal Family Medical Leave Act does not cover an employee's domestic partner or the children of a domestic partner, however, the City will provide employees with a domestic partner FMLA-Like Leave per City Policy.

18.7 Qualifying Military Exigency Leave

Qualifying Military Exigency Leave will be provided to employees as allowed by law, and in accordance with City Policy.

18.8 Domestic Violence Leave

Domestic Violence Leave which allows victims of domestic violence, sexual assault, or stalking to take reasonable leave from work (paid or unpaid) to take care of legal or law enforcement needs and obtain health care will be provided to employees as allowed by law, and in accordance with HRPPM 10.21.

Article 19 - Union Work Replacement

19.1 Time Off

A Union official who is an employee in the bargaining unit will be granted time off with pay while conducting business vital to the employees of the Department provided the following:

- a) Members notify the Employer at least 24 hours prior to the time off period.
- b) Members, on behalf of the Union, provide an acceptable replacement to the Chief or his/her designee so that the Employer can properly staff the Department during the time off period.
- c) The wage cost to the Employer is no greater than the cost that would have been incurred had the Union official not taken time off.

Other members of the bargaining unit may be granted time off with pay, consistent with the above three (3) conditions, when mutually agreed between the Union and the Fire Chief or his/her designee.

19.2 Release from Duty

The Employer agrees to release from duty and to provide shift coverage for Union representatives whose attendance is required for the following activities involving the Employer:

- a) All joint investigations involving alleged violations of Department operating standards.
- b) Emergency incidents involving serious injury and/or fatalities to Union members.
- c) Contract Negotiations:
 - c.1 Contingent upon sufficient staffing being available the day of the meeting so backfill is not required.
 - c.2 Cost neutral to the City, so as to not incur extra cost to the City.
 - c.3 The Union agrees to cover any extra costs.
 - c.4 As deemed appropriate by the Chief of the Department or his/her designee.

The President of the Union or his/her designee will provide a list of required representatives as needed per event. Members participating in the above listed events who are not on duty, or not scheduled to work, shall participate as representatives of the Union, on Union time, and at the expense of the Union.

Article 20 - Prevailing Rights

The City agrees that a continuing duty to bargain exists as to those enumerated rights that affect wages, hours and working conditions within the meaning of RCW Chapter 41.56 except as otherwise provided in this Agreement.

Article 21 - Management Rights

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

Management rights and responsibilities as described above shall include, but are not limited to, the following:
[For example]

- 1) To discipline, suspend, demote, discharge employees for just cause. In cases which warrant a formal investigation by the department, the Union and Administration may choose to conduct a joint investigation. In an effort to expedite the process, the Union representative may be temporarily assigned to administrative duty for the duration of the investigation.
- 2) To recruit, hire, promote, transfer, assign, and retain employees.
- 3) To lay off employees for lack of work or funds or other legitimate reasons.
- 4) To determine number of personnel (e.g., total per shift), the methods and equipment for operations of the department.
- 5) To fill vacancies subject to Civil Service Rules and Regulations.
- 6) To appoint employees to positions within the bargaining unit.
- 7) To assign work and overtime.
- 8) To classify jobs.
- 9) To determine the duties to be performed by employees in classifications included in the bargaining unit.
- 10) To determine shift business hours.
- 11) To determine the length of shifts, starting and quitting times.
- 12) To schedule work.
- 13) To direct employees.
- 14) To discontinue work that would be wasteful or unproductive.
- 15) To make and modify rules and regulations for the operation of the department and conduct of its employees.
- 16) To determine physical, mental, and performance standards.
- 17) To control the Fire Department budget.
- 18) To take any action necessary in event of emergency.

The City agrees that a continuing duty to bargain exists as to those enumerated rights that affect wages, hours and working conditions within the meaning of RCW Chapter 41.56 except as otherwise provided in this Agreement.

Article 22 - Union Communications

22.1 Bulletin Boards

The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in each station to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

22.2 Union E-Mail Communications

The Employer agrees to allow Union Executive Board members access to the Employer's email system for official meeting and election notices or other official Union E-mail communications approved in advance by Fire Administration. Any other business of the Union will not be conducted via the City's E-Mail system.

The Union understands any use of the City's technology resources, including the E-mail system, is subject to the City Technology Resource Usage Policy including but not limited to the policy that there is no right to privacy in the use of the City's technology resources and that the City's E-mail system is subject to public disclosure and the Union will ensure that it follows all applicable laws and city policies related to this technology.

Article 23 - Savings Clause

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

If any provision of this Agreement is in conflict with a City policy that previously applied to Battalion Chief, the provision of this Agreement shall govern.

Article 24 - Grievance Procedure

A 'grievance' means a claim or a dispute by an employee or the Union with respect to the interpretation or application of the provisions of this Agreement. The Union has the right, in its own capacity, to act as an aggrieved party in the grievance procedure.

No grievance shall be entertained or processed unless it is submitted within thirty (30) calendar days after the first occurrence of the event giving rise to the grievance or within thirty (30) calendar days after the employee or the Union has obtained knowledge of the first occurrence of the event giving rise to the grievance.

24.1 Step 1

The Union or an employee shall present a grievance to the employee's supervisor, who shall give his/her oral answer within fourteen (14) calendar days, or the next business day should fourteen days after fall on a weekend or holiday, after it is presented to the supervisor; provided, however, that if a grievance is filed by an employee without assistance of the Union, the Union shall be given notice of the grievance and an opportunity to be present at any adjustment of the grievance.

24.2 Step 2

If the grievance is not settled in Step 1, it shall be referred in writing to the Fire Chief within fourteen (14) calendar days, or the next business day should fourteen days after fall on a weekend or holiday, after the designated supervisor's answer in Step 1 and shall be signed by the employee or the Union representative. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the agreement allegedly violated and the relief requested. The Fire Chief, or his/her representative, shall discuss the grievance within fourteen (14) calendar days, or the next business day should fourteen days after fall on a weekend or holiday, with the Union representative at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Fire Chief and the Union. If no settlement is reached, the Fire Chief, or his/her representative, shall give the Department's written answer to the Union within fourteen (14) calendar days, or the next business day should fourteen days after fall on a weekend or holiday, following their meeting.

In the case of disciplinary actions, both appealable to the Civil Service Commission and grievable under the terms of this contract, a written election of remedies shall be made after receipt of the Step 2 response. An employee may elect to either pursue an appeal to the Civil Service Commission or continue with the contractual grievance procedure, but not both. Time limits will be extended for either side if necessary to complete a reasonable investigation before the election of remedies is made. Appeal for disciplinary actions shall proceed directly to the Civil Service Commission pursuant to the rules of the Commission or to Step 3 as provided in this agreement.

24.3 Step 3

If the employee or the Union is not satisfied with the solution by the Fire Chief, the grievance, in writing, together with all other pertinent materials, may be presented to the City Manager by a Union representative within fourteen (14) calendar days, or the next business day should fourteen day after fall on a weekend or holiday, of the Fire Chief's decision. The City Manager shall attempt to resolve the grievance within fourteen (14) calendar days, or the next business day should fourteen days after fall on a weekend or holiday, after it has been presented to him.

24.4 Step 4

If the grievance is not resolved by the City Manager to the satisfaction of the Union, the grievance may, within fourteen (14) calendar days, or the next business day should fourteen days after fall on a weekend or holiday, be referred to an arbiter by the Union to be selected by mutual agreement of the Employer and Union.

If the parties agree to request a list of arbiters (minimum of 7, maximum of 11) from PERC, AAA, FMCS, a joint request will be submitted to the applicable agency. Upon receipt of the list of arbiters, the parties shall strike from the list alternately to determine who will be the arbitrator.

After flipping a coin to determine which party goes first, the representatives of the Employer and the Union shall alternately eliminate the name of one person on the list until only one name remains. The person whose name was not eliminated shall be the arbiter. It shall be the function of the arbiter to hold a hearing at which the parties may submit their cases concerning the grievance. The arbiter shall render his/her decision based on the interpretation and application of the provisions of this Agreement within thirty (30) calendar days after such hearing. The decision shall be final and binding upon the parties to the grievance provided the decision does not involve action by the Employer which is beyond the arbitrator's jurisdiction.

Each party hereto will pay the expenses of their own representatives and the expenses of the arbiter will be borne equally by the parties hereto. In the event one of the parties involved is unavailable, the time period specified shall be extended accordingly. Neither the arbiter nor any other person or persons involved in the grievance procedure shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement. It is specifically understood that any matters not included in this Agreement, including statutory provisions, shall not be considered grievances and subject to the grievance procedure as set forth above.

Article 25 - Communication Procedure

This article creates a communication procedure for the purpose of mutual planning and initiating discussions regarding matters of general concern to employees of the department as opposed to grievances. It is understood that any matter which has been made the subject of a formal grievance under the terms of the labor agreement shall be excluded from consideration by the labor-management committee under this procedure.

It is further understood that the work of the parties under the communication procedure shall in no way add to, subtract from, alter or amend the labor agreement. Either the Union or the City may initiate discussion on subjects of a general nature affecting the employees of the Fire Department. The coordinators of the communication procedure will be the President of the Union and the Fire Chief, or their designees.

A meeting of representatives of the City and Union may be requested by either of the coordinators and they shall schedule such a meeting at a mutually agreeable time and place; provided that, during the term of this agreement, meetings shall normally be scheduled on a quarterly basis. A proposed agenda shall be prepared jointly by the coordinators and distributed prior to each meeting. If mutually agreed, minutes shall be kept of the meetings and a copy submitted to each of the coordinators.

Significant changes in the rights, privileges and working conditions of employees which have a direct effect upon public interest and personnel safety of departmental employees, but which are not included in this agreement, shall be appropriate items for discussion, consultation and bargaining (when required by RCW 41.56) prior to the implementation of such change.

When there is a desire from the City of Bellevue to change or modify policies that have a material effect wages, hours or working conditions, the City shall submit the changes in writing to the Union thirty (30) days in advance. For those issues that are not a material change or when Fire Administration itself does not have 30 days' notice of a change, the City will provide notice to the Union as soon as practicable.

The Union may request bargaining within thirty (30) days of receipt of notice and the City shall then bargain such matters prior to implementation as required by RCW 41.56. If written notice is given, the Union's failure to request bargaining during that thirty (30) day period shall constitute a waiver of the right to bargain the proposed change. Such written notice shall be sent to the Union via e-mail to an official e-mail address designated by the Union (union@iaff1604.org). Notification outside of the designated e-mail address shall not be considered adequate notice for purposes of this article.

Article 26 - Performance of Duty

No employee shall strike or refuse to perform his/her assigned duties to the best of his/her ability. The Union will not cause or condone any strike, slow-down or other interference of the normal operations. Knowledgeable and willful violation of this article by any employee shall result in immediate dismissal.

Article 27 - Medical, Dental, Life, & Malpractice Insurance

Beginning January 1, 2019, the Union accepted the following plan design changes set forth in Attachment A to the 2017-2020 CBA - "2019 Medical Plans, Benefit Changes (Battalion Chiefs)".

1. Effective commencing with plan year 2019:
 - 1.1 Medical coverage shall be provided in accordance with state and federal laws in existence at any given time during the term of this agreement.
 - 1.2 The employee and employer premium sharing contributions shall be made monthly to the Health Benefits Fund. Employee contributions shall be deducted monthly from the employee's pay checks. These monies shall only be used for allowable expenses, such as medical and prescription drug claims, third party administrator fees, insurance (such as stop loss coverage), and other medical, dental, vision coverage and reserves. Any unexpended funds remaining in the Health Benefits Fund at the conclusion of the benefit year shall be carried forward from year to year until expended only for allowable expenses.
 - 1.3 Affordable Care Act: The City may 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. 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.
2. Plan Year: The Health Care Plan Year shall be defined as January 1 - December 31.
3. Premiums for Health Coverage
 - 3.1 Self-Insured Medical: In each contract year, the monthly premium shall be the renewal premium equivalent rates in the annual actuary report effective each January for self-insured medical plans, which shall be determined by the actuary. The actuary shall include excess money in the reserves in determining the rates.
 - 3.2 Insured Medical, Dental, and Vision: Monthly premiums shall be based on the actual rate charged to the City by the insurance company (e.g. Kaiser, Delta Dental, Willamette, VSP, etc.).
4. Medical Premium Sharing Formulas
 - 4.1 It is agreed that the City will pay 100% of the monthly premium contribution for employee health insurance, regardless of the City health plan selected by the employee.
 - 4.2 It is agreed that the Employer will pay ninety percent (90%) and the employee will pay ten percent (10%) of the monthly premium contribution for dependent medical coverage.
5. Health Plans and Rates
 - 5.1 **Medical Plan** Employees will be eligible to enroll themselves and their dependents at hire, open enrollment, or at a qualifying event in either the Core or Choice medical plan administered by Premiera, or the HMO option administered by Kaiser Permanente. See Attachment A for plan highlights.
 - 5.2 **Premiera Choice Plan:** Beginning with plan year commencing January 1, 2019, employees will have the option to enroll themselves and dependents in the Premiera Choice plan. The employee monthly

premium contributions for the Choice plan will follow the premium sharing formulas as outlined in Section 27.4 above.

- 5.3 The City shall retain the right to select insurance carriers, administrators, change plans, and to self-insure benefits.
- 5.4 **Cost Containment:** The Union and all employees covered by this Agreement shall cooperate with the City in all cost containment efforts including further study and implementation of cost containment alternatives; provided that the City shall not implement any reduction in benefits without reasonable notice and mutual agreement of the Union. The Union members will have representation in the City's cost containment decisions as other employee groups.
- 5.5 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 prior to implementation. This is not a waiver of any bargaining rights.
- 5.6 If the City allows other City employees to continue medical benefits at their own expense after normal service retirement, then such privilege shall also be extended to employees in this bargaining unit at normal service retirement for the same period and under the same conditions.
- 5.7 **Dental Premium Formula Sharing:** The Dental coverage for employees shall be provided and paid at 100% by the Employer and paid at 80% by the Employer for dependents. Dental coverage may be elected independently from medical coverage; however, employees must always elect dental coverage for themselves in order to enroll dependents. Dental coverage offered shall include the Delta Dental plan and the Willamette Dental Maintenance Organization plan.

The City shall retain the right to select insurance carriers or to self-fund this benefit and to make changes to benefits. The Union retains the right to bargain changes, upon request and nothing herein shall constitute a waiver of that right.

- 5.8 **Vision Premium Sharing Formulas:** Employee and dependent premiums for exam-only vision coverage shall be paid at 100% by the Employer. Employee and dependent premiums for exam and hardware coverage shall be paid at twenty percent (20%) by the Employer and eighty percent (80%) by the employee. Vision coverage may be elected independently from medical coverage, and if dependent coverage is elected, employees and their dependents must be enrolled in the same plan. This provision is inapplicable to Employees and dependents electing medical coverage through the Kaiser Permanente HMO, so long as hardware coverage is included with that coverage; as such, those enrolled in Kaiser Permanente may not elect independent hardware vision coverage.

- 5.9 **Flexible Spending Arrangement (FSA):** The health care FSA will continue to be offered.

6. Life Insurance:

The City agrees to provide a life insurance policy for employees in the bargaining unit equal to a maximum policy limit of \$50,000 and pay the cost of such policy.

7. Indemnification and Legal Representation:

The City shall provide legal representation to an employee who is sued, where such litigation results from any alleged error or omission of such employee performed or omitted by the employee on behalf of the City in his or her capacity as an employee within the scope of his or her employment with the City.

The City shall provide insurance coverage under its self-insurance program, or any policy or policies

obtained by the City in place thereof, indemnifying the employee for loss if the employee becomes legally obligated to pay for damages which result from errors or omissions of the employee performed or omitted by the employee on behalf of the City in his or her capacity as an employee and within the scope of his/her employment with the City.

The obligations of the City under this Article shall not apply to any dishonest, fraudulent, criminal or malicious act of any employee. As express conditions of the City's obligations under this Article, the employee shall cooperate fully with the City in the defense of any such claim or suit, and the City shall have the sole and exclusive right to compromise, settle, dispose of or litigate any such claim, and shall have no obligation under this Article to pay the amount of any settlement, compromise or judgment entered into or allowed by the employee without the City's prior written consent.

Article 28 - Sick & Disability Leave

28.1 Accrual of Sick Leave

It is agreed that uniformed employees hired on or after October 1, 1977, and covered by LEOFF 2 shall receive sick leave accruals as follows:

- 1) Employees who work 24-hour shifts shall accrue sick leave at the rate of 6 hours per pay period of on-the-job duty or approved credit for eight full shifts of work.
- 2) 40-hour employees shall accrue sick leave at the rate of 4 hours of leave per completed pay period of on-the-job duty.

It is also agreed that employees on a modified duty assignment, or temporary Administrative Assignment, shall not have their sick leave accrual rates adjusted until such time the employee is in that assignment for six (6) months. At the beginning of the next pay period accrual rates will change to the 40-hour accrual rates. The leave accrual change will not be retroactive.

28.2 Limits on Sick Leave Accruals

Sick leave for eligible employees accumulates from the most recent date of regular employment with the City until claimed and used to a maximum balance of 1,440 hours. An employee who is reinstated as a regular employee following layoff or separation (within 12 months in the case of separation) will be entitled to reinstatement of his/her earned and accrued sick leave credit as of the effective date of the layoff or separation, excluding any hours that were paid out at layoff or separation.

28.4 Cash Payment upon Separation

Upon separation from service with at least twenty (20) years of employment with the City of Bellevue, or upon retirement, LEOFF 2 employees shall be entitled to receive a cash payment equal to ten (10) percent of his/her current total of unused accrued sick leave hours multiplied by the employee's current hourly rate.

28.5 Permissible Use of Sick/Disability Leave With Pay

Sick/disability leave pay will be limited to the following situations: injury or illness of an employee constituting a hazard to his/her own safety and health or that of other employees; medical or dental care or treatment for the employee; or quarantine of the employee due to exposure to contagious disease; or, in the case of LEOFF 2 employees, care for a child (natural, step or foster) of the employee under the age of eighteen who has a health condition which requires treatment or supervision.

Employees on twenty-four (24) hour shifts shall generally strive to schedule appointments with medical and dental care providers, when possible, during non-duty hours.

Sick/disability leave is permitted only when the employee, or someone on the employee's behalf has notified the employee's supervisor within a reasonable time of the employee's scheduled starting time as defined by the employee's department work rules.

In the event an employee would be working a shift he/she is not normally scheduled to work pursuant to a shift exchange agreement, sick/disability leave will only be available in the event that Employer notification takes place within twenty four (24) hours prior to the scheduled trade.

28.6 Requirement for a Physician's Certificate

To ensure the health, welfare and safety of the employee and fellow employees, the City may require a physician's certificate indicating approval for the employee to return to work for absences of personal illness or

injury.

Nothing herein shall undermine the right of the City to require an employee to show valid and satisfactory proof of illness or injury any time sick or disability leave is used. Misrepresentation of any material facts in connection with paid sick or disability leave by any employee will constitute grounds for disciplinary action up to and including discharge.

28.7 Use of Compensated Leave When Sick Leave is Exhausted

In the event an employee has exhausted his/her sick leave accruals, accrued compensated leave (accrued vacation and holiday leave) will be used to maintain normal compensation levels for approved sick time.

28.8 Workers' Compensation

In any case where an employee is entitled to benefits under the State Workers' Compensation Act as it is now defined providing payments to injured or disabled workers, the City shall pay only the difference between the benefits received by such employee and his/her Regular Rate of compensation that he/she would have received had he/she been able to work.

The foregoing payment by the City shall be limited to the period of time that such employee has accumulated sick leave credits as specified in Section 28.1 and Section 28.2 herein above, except as otherwise provided by law.

- 28.8.1** Bargaining unit members who suffer from duty-related injuries or illnesses shall have only nine (9) months from the date of injury or illness diagnosis within which they will be entitled to receive the Disability Leave Supplement for Firefighters under RCW 41.04.500-550 (Supplement).
- 28.8.2** The Supplement shall be paid for a cumulative period of six (6) months, as long as such periods occur within the nine (9) month window that begins to run on the date of the injury or illness.
- 28.8.3** The Supplement shall be paid starting on the first day a member is temporarily disabled from work, as provided by a completed Activity Prescription Form (APF) The Supplement shall not be paid retroactively for any disability that is claimed pre-dating medical treatment for such disability..
- 28.8.4** For purposes of computing how much accrued paid leave a member must use to equal 100% of the member's regular pay on the day of injury, including applicable add-to-pay(s), the City will pay the member a disability leave supplement equal to 87.5% of the member's regular pay including the time-loss payment.
- 28.8.5** The member's share of the Supplement (12.5% of regular pay, e.g., 3 hours of compensated leave for a 24-hour shift) shall be contributed using a deduction from the member's accrued paid leave, while available, as its portion of the disability leave supplement.

28.9 Requirement for Physician's Certificate – Workers Compensation

In order to limit the obligation of the City for each new and separate on-the-job injury or illness, the City may require the employee to furnish medical proof, or to submit to a medical examination by a City-appointed physician at the City's expense to determine whether a subsequent injury or illness is new and separate, or an aggravation of a former injury or illness received while in the service of the City, or in the service of a previous employer.

Article 29 - MEBT

As part of the total compensation for employees the City shall amend the City's Employees' Retirement Benefit Plan and Employees' Survivor and Disability Benefit Plan Agreements, effective October 1, 1984, to include and to make all members of the bargaining unit represented by IAFF Local #1604 eligible to participate in those Plans from and after that date. Participation in those Plans by the members of IAFF Local #1604 shall be on the identical basis as, and shall be subject to all of the terms and conditions that now are or hereafter may be applicable to, all other City of Bellevue employees. From and after October 1, 1984, the terms of the City's Employees' Retirement Benefit Plan and Employees' Survivor and Disability Benefit Plan Agreements shall continue to be determined solely by the Plan Committee rather than through collective bargaining agreements negotiated by the parties. The provisions of this article shall not be subject to the provisions of Article 24 (Grievance Procedure) of this agreement.

Article 30 - MERP

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

The contribution rate shall be deducted from the employee's paycheck on a pre-tax basis at a monthly rate established by the Union for this bargaining unit. The Union shall have the option to adjust the contribution annually.

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

The City will cooperate with the WSCFF Employee Benefit Trust, and the Treasurer from IAFF Local 1604 in allowing a payroll audit to ascertain if the proper amount of contributions have been made if necessary.

If a member has been enrolled in MERP and promotes out of the Bargaining Unit, that member will be allowed to continue participation in the MERP program.

Article 31 - Annual Fitness Evaluation – Fitness Testing

1. This constitutes the agreement between the International Association of Fire Fighters, Local 1604 ("Union") and the Fire Administration of the City of Bellevue ("City") regarding the Fire Department's Annual Fitness Evaluation and the availability/eligibility of, and qualifiers for, the Wellness Physical. For the purposes of this Article, the term "parties" refers to the Union and the City.
2. The parties agree that an annual cardio sub-maximal fitness exam ("CSFE") for all members subject to Operations shall be mandatory.
3. The parties agree that the standards required for the CSFE shall be consistent with the IAFF/IAFC Fitness Initiative as it pertains to metabolic output standards. Currently, the minimum metabolic output standard is 39.55 ml/kg. The parties will confer should the IAFF/IAFC change or cause to be changed the Metabolic Output Standards.
4. The parties agree that failing to pass the objective metabolic output standards during the CSFE will subject a member to the procedures and standards outlined in the attached Corrective Action Matrix.
5. The parties agree that the City will give notice and an opportunity to bargain prior to the City making changes to the cardio fitness protocols or standards, or to the rights, privileges, or benefits established by this Article as required by law.
6. The parties agree that the CSFE established by this Article will be administered by representatives from the Fire Training Division (TRAINING) and by Peer Fitness Trainers (PFTs) that are selected from amongst Fire Department personnel.
7. The parties agree that TRAINING and the Personal Fitness Trainers (PFTs) will administer the annual AFE. Both TRAINING representatives and PFTs shall be considered equal in authority for the purposes of administering the CSFE and will be available to test non-shift-work personnel and members returning to duty from disability consistent with required TRAINING re-entry.
8. At the election of any member, the parties agree that such member shall be granted an exemption from the CSFE for the year he or she participates in the Wellness Physical program and, in so doing, is also able to provide documentation that he or she was able to successfully reach the metabolic output standards identified in Paragraph 3 of this Article. In order to obtain such exemption, the member must provide a copy of the [standardized form setting forth the required metabolic output standards] signed by an authorized representative of the Wellness Physical program. The member shall not be required to provide or waive access to any other documents, medical information, or medical records that are otherwise created under the Wellness Physical program.
9. The parties agree that members who participate in the Wellness Physical may receive, at the discretion of the administering physician, a written target heart rate to be utilized in the Department's CSFE that is more tailored to the individual and in excess of the target heart rate for that individual as derived by the accepted target heart rate formula normally used under the CSFE. This target heart rate is to be used in the member's CSFE during years that the member is not eligible for a Wellness Physical. However, the target heart established during participation in a Wellness Physical must be renewed each year that a member becomes eligible to participate in another Wellness Physical. Target heart rates that were established during Wellness Physicals that predate a new eligibility year may not be used in years subsequent to such new eligibility.
10. As a substitute for meeting the CSFE standards established by this Article, the parties agree that a member may, at any time (including while being subjected to the procedures set forth in the Corrective Action Matrix), provide documentation from a physician of the member's choice that he or she is able to successfully reach the metabolic output standards identified in Paragraph 3 of this Article. In order to obtain such exemption, the member must provide a copy of the [standardized form setting forth the required metabolic output standards]

signed by the physician chosen by the member. The member shall not be required to provide or waive access to any other documents, medical information, or medical records that are otherwise created by or available to the member's physician.

11. The parties agree to the content of the Annual Fitness Assessment form and to the [standardized form setting forth the required metabolic output standards].
12. The parties agree that each member, unless exempted per this Article, shall complete all the components on the Annual Fitness Assessment.
13. The parties agree that the strength and tower walk components of the Annual Fitness Assessment shall not be treated strictly as "pass/fail" and shall therefore not be used as a basis to subject a member to the Corrective Action Matrix established by this Article. In addition, the parties agree that assessment of performance under these components of the Annual Fitness Assessment shall take into consideration that there may be transient or temporary non-debilitating conditions that may not represent a liability to a member, a crew, or the Department but that otherwise affect performance under these components. Participation in these components of the Annual Fitness Assessment shall continue to be non-punitive. However, the Department retains the authority to address this circumstance by requiring an evaluation of the member by a health care professional
14. The parties agree that each annual CSFE cycle shall be addressed in the Corrective Action Matrix as a singular event and that previous discipline from past fitness evaluations shall not be considered in any subsequent CSFE cycle.
15. Nothing in this Article or the Corrective Action Matrix shall be construed to have waived a member's "just cause" rights under the collective bargaining agreement, and the terms of this MOU and Corrective Action Matrix shall be enforced pursuant to the grievance procedure in the parties' current collective bargaining agreement.
16. In the event a member either passes or fails the annual CSFE, but is observed to be in physical distress a decision to send the member for a fitness for duty evaluation shall include a discussion between representatives of Fire Administration, Local 1604 and the member. The member shall be on paid administrative leave pending the results of said fitness for duty evaluation, and the member would remain outside of the corrective action matrix. This provision does not change the Department's authority under Article 1000, Section 11 of the Standard Operating Procedures regarding sending a member for a fitness for duty evaluation unrelated to a CSFE.

Corrective Action Matrix

This matrix assumes continued failure of the Department's CSFE in the time prescribed and that a member is unable to produce documentation from his or her chosen physician, or an authorized representative of the Wellness Physical program, that he or she was able to successfully reach the metabolic output standards identified in Paragraph 3 of this Article. If at any time a member is able to produce such documentation, he or she shall not be required to undergo any evaluation by the City's physician for purposes of determining compliance with the Annual Fitness Assessment and, shall be regarded as having met the requirements of the CSFE, and shall not be subject to any further discipline related to compliance with said Assessment or any of the requirements set forth in the Corrective Action Matrix.

First Failure:

If the member fails the CSFE, the member is to remain on normal duty assignment and another evaluation shall be given at a later date, but no sooner than 30 days from the date of the First Failure, except as provided in section 16 of the Article.

Second Failure:

If the member fails the CSFE again, the member shall be relieved of duty, and placed on paid Administrative Leave pending the scheduling and completion of an assessment to be made by the Department's designated physician. The Department designee shall schedule the member to see a physician chosen by the City for the sole purpose of obtaining an accurate maximal cardio heart rate and to document that the member was or was not able to successfully reach the metabolic output standards identified in Paragraph 3 of this Article. If the member is able to reach such metabolic output standards, he or she shall be deemed to have met the required expectations under this Corrective Action Matrix. Certification of having reached such standards shall be documented on the [standardized form setting forth the required metabolic output standards] by signature of the Department's designated physician.

If a member does not pass the CSFE as provided under this section, due solely to insufficient fitness, he or she shall be placed on Modified Duty for up to 30 days.

During the time that the member is on Modified Duty, the member will be required to exercise on duty for two hours every, day, (unless prohibited by a health care professional) with a primary emphasis on cardio/pulmonary improvement. Members may have PFT assistance if desired consistent with operational demands. The Department may require PFT assistance. The Member may voluntarily take a monitored CSFE at any time during this period and will return to full duty status if he or she passes. Absent such voluntary CSFE, the member shall be re-evaluated again at a later date, but no sooner than 30 days from date of the Second Failure.

Third Failure:

If the member fails the CSFE again due solely to fitness, Modified Duty status shall be re-evaluated based on the member's effort and. If continued Modified Duty is granted, the member shall continue the work-out schedule as described above. The member can resume full duty status if he or she passes a CSFE at any time during this period. If the member is not granted continued Modified Duty status, the member shall be allowed to use accrued paid time off or leave without pay until he or she passes the CSFE within the time frame required by this section. The member will receive a written reprimand, and shall be re-evaluated again at a later date, but no sooner than 30 days from date of the Third Failure.

Fourth Failure:

If the member fails the CSFE again due solely to fitness, Modified Duty status shall be re-evaluated based on the member's effort and progress. If continued Modified Duty is granted, the member shall continue the work-out schedule as described above. If the member is not granted continued Modified Duty status, the member shall be allowed to use accrued paid time off or leave without pay until he or she passes the CSFE within the time frame required by this section. The member can resume full duty status if he or she passes a monitored CSFE at any time during this period. The member shall receive a second written reprimand, and be re-evaluated again at a later date, but no sooner than 30 days from date of the Fourth Failure.

Fifth Failure:

If the member fails the CSFE again, due solely to fitness Modified Duty status shall be re-evaluated based on the member's effort and progress. If continued Modified Duty is granted, the member shall continue the work-out schedule as described above. If the member is not granted continued Modified Duty status, the member shall be allowed to use accrued paid time off or leave without pay until he or she passes the CSFE within the time frame required by this section. The member can resume full duty status if he or she passes a monitored CSFE at any time during this period. The member shall be subjected to discipline up to and including possible suspension. The member shall be re-evaluated again at a later date, but no sooner than 30 days from date of the Fifth Failure and no sooner than 150 days from the initial failure.

Sixth Failure:

If the member fails the CSFE again due solely to fitness, he or she shall receive a notice of intent to terminate, and shall be terminated. If the member is terminated under this provision, such termination shall not be regarded as being based upon any form of misconduct or as disciplinary in nature and shall not result in any other adverse employment consequences within the control of the City including, but not limited to, other employment opportunities with the City, application for unemployment benefits, or references requested by other outside employers.

The above disciplinary matrix applies to those who fail a CSFE solely due to fitness. If a member is unable to meet the required standards because of an injury, illness, and/or disability, documentation of such injury, illness, and/or disability, the use and consequences of sick, disability leave or charge time, shall occur per the Department's regular established procedures. The member will be permitted to retake the CSFE upon health care provider releasing the member to full duty.

Article 32 - State and Federal Emergency Mobilization

- 32.1.** It is the Fire Chief's decision, when not mandated by law or other agreement, to mobilize Bellevue personnel for a State or Federal Emergency Mobilization. Personnel deployed on a State or Federal mobilization on a voluntary basis will be compensated at their normal rate of pay, including overtime, for hours worked. The employer will only compensate the employee for hours worked as defined below:
- a) All hours regularly scheduled at their home agency for personnel assigned to a mobilization incident will be compensated at the employees' normal rate of pay. For Example - A "B Shift" employee assigned to a mobilization would receive their normal rate of pay for regular hours worked on B platoon days —excluding all scheduled Kelly Days, Vacation days and such.
 - b) All hours not regularly scheduled to work at their home agency and assigned on the incident action plan will be compensated at the employee's normal overtime rate.
 - c) Employees assigned to a mobilization will be guaranteed a minimum work period of 12 hours per day for the duration of their deployment. For Example — An employee assigned to a "Days" schedule, would receive 8 hours of regular pay, and 4 hours of Overtime for a 12 hour shift. A "B Shift" employee would receive 12 hours of Overtime for a 12 hour shift that was not scheduled during a normally scheduled B shift day.
 - d) 'Hours Worked/Assigned' examples include: Reasonable time spent in preparation for work (both before and after shift), travel to and from the assignment, time spent in staging, briefings, check in, and demobilization. All hours worked for resources assigned to Standby (in Base Camp) for initial attack, or emergency deployment to the field, even though they might not be assigned to the Initial Action Plan will also be reimbursable. Not included as hours worked are meal times, sleep times, and any time where employees are unassigned. During unassigned hours, employees are free to leave base camp and are free from duty.
- 32.2.** Employees will be chosen for deployment on a voluntary basis, following the employee's position on the employer's Overtime list. Employees holding certifications and/or training pertinent to the mobilization may be given first consideration.
- 32.3.** In the event the employer determines that employees are required to respond to the mobilization, all employees deployed shall be paid portal to portal, 24 hours a day, for the length of their deployment. Maximum deployment length for employees required to respond shall be 3 days — at which time the employer shall facilitate the rotation of personnel.
- 32.4.** During the time of deployment, all employees shall be covered by any and all applicable benefits, as would normally occur if the employee was working within their normal assignment. For example, an employee's injury or illness occurring while an employee was on uncompensated time would not be covered by Industrial Insurance if it would not be covered if the employee was not on deployment.
- 32.5.** In the event multiple personnel are deployed (for example in a Strike Team, or Task Force format), consideration should be given to assigning a paramedic as the 4th member of the crew for the protection of members.

Article 33 - Physically Capable

33.1

The parties recognize that in accordance with Washington State law pertaining to safety standards for firefighters, the City is obligated to ensure that when respiratory protection is used under specific work site conditions, that such use does not present an unreasonable health risk to an employee. To meet this obligation the City is authorized to identify, retain, or appoint licenses health care professionals ("LHCP's") to evaluate and make recommendations regarding whether such employee is medically able to use a respirator (i.e. to be given a "Respiratory Clearance").

33.2

The parties further recognize that in accordance with Washington State Law pertaining to safety standards for firefighters, the City is also obligated to ensure that employees who are expected to do interior structural firefighting are physically capable of performing duties that may be assigned to them during emergencies, and that the City is not permitted to allow employees with known physical limitations reasonably identifiable to the City to participate in structural firefighting emergency activities unless the employee has been released by a physician to participate in such activities.

33.3

The parties recognize that the LHCP's role in the Medical Monitoring Program is to provide independent medical advice to the City based on the LHCPs best judgment with regard to application of the requirements of the Washington Administrative Code. The parties further recognize that in the course of the Medical Monitoring Program, the LHCP may identify certain medical conditions or issues for individual employees which are relevant to the legally mandated safety standards that require additional information in order to determine whether the employee meets the standards. In such cases the LHCP shall identify the issue(s) to the employee and the Chief.

33.4

The parties agree that where the LHCP's determination of a LEOFF 2 bargaining unit member's ("member") physical capability is not in agreement with the member's personal physician's determination, the procedure set forth herein shall apply.

When authorized by the member, all relevant medical records will be shared between the LHCP and the member's personal physician. Should the member elect not to provide medical records from his/her personal physician, and/or if the two physicians are still in disagreement after review and discussion, all relevant medical records shall be presented to a third party health care provider for an independent opinion on whether the member is physically capable.

The Fire Chief will exercise his/her responsibility and authority, as set forth in this Agreement, to consider these opinions and any other relevant information and make a determination whether to terminate or retain the bargaining unit member.

33.5

The parties have determined that the two health care providers will select the neutral third physician in such a manner so as to locate physicians that both health care providers recognize as experts in these types of fields, and in an effort to maintain costs – located in the State of Washington. Should both health care providers recommend a neutral third party expert that would require unusual cost or travel expenses outside the State of Washington, the Union reserves the right to pay such expenses on behalf of the member.

33.6

The member is responsible for all costs associated with consulting his/her treating physician under their normal claims experience. The City is responsible for all further costs initiated by the City and associated with evaluating the member's ability to perform essential job functions and/or any other applicable law that involves direct costs for services associated with such evaluations, screenings and examinations.

Article 34 - Drug & Alcohol Testing

The City and Union agree to the adoption of the following Policy to Ensure Workplace Safety from Substance Abuse:

34.1 Application

This policy shall apply to all employees covered by this Agreement and may hereafter be amended by mutual agreement of the parties.

34.2 Statement of Purpose

- 1) The Union and the City recognize the need to ensure a safe and healthy work environment. This policy is instituted to form a partnership between the City and the Union to assure that the workplace is free of employees whose job performance may be impaired by the abuse of drugs and/or alcohol, to assure that no employees are involved in the manufacture, sale, or use of an illegal substance or alcohol or marijuana in the workplace, and to assure compliance with the provisions of the federal Drug-Free Workplace Act of 1988 (PL. 100-690).
- 2) To establish a policy that is responsive to the unique working conditions of a fire department and the potentially dangerous and responsible work that is performed by such employees.
- 3) To create an environment that will, to the extent possible and that does not jeopardize public safety, regard drug/alcohol abuse and addiction as treatable illnesses.
- 4) To communicate to all that the possession, manufacture, use, or sale of alcohol, marijuana or illegal drugs on City premises or work sites is not tolerated.
- 5) The Union and the City recognize that an employee has the obligation to perform his/her job unimpaired by drugs or alcohol. In the event an employee fails to fulfill his/her obligations in this regard, it is the responsibility of the City and the Union to remove such employees from the work environment to prevent the endangerment of the employee, fellow employees, and/or the public.
- 6) It is the intent of the parties to recognize employee concerns for personal privacy and to maintain such privacy in the execution of this policy or procedures to the extent possible, unless otherwise required by law.
- 7) To establish uniform disciplinary and/or rehabilitation procedures and to clarify that off-duty conduct shall not be grounds for disciplinary action unless such conduct directly impairs the employee's on-the-job performance or is otherwise just cause for discipline regarding off-duty conduct.

34.3 Prohibited Substances

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

- 1) alcohol
- 2) cannabis/marijuana
- 3) cocaine
- 4) heroin
- 5) opium or opiates
- 6) phencyclidine (PCP)
- 7) lysergic acid diethylamide (LSD)
- 8) barbiturates

- 9) amphetamines or methamphetamines
- 10) methaqualone
- 11) mescaline
- 12) glutethimide
- 13) phencyclidine
- 14) procyclidine
- 15) other controlled substances as now defined, or hereinafter defined, under RCW 69.50.101
- 16) a prescription drug for which the employee does or does not have a current, valid, personal prescription and which is not authorized or approved for use on the job
- 17) any over-the-counter drug which may impair job performance and safety

The following cutoff levels for the screening test will be considered to show a positive result:

Marijuana metabolites	50 nanograms/milliliter
Cocaine metabolites	300 ng/ml
Opiate metabolites	2,000 ng/ml
Opiate metabolites (if specific for free morphine)	25 ng/ml
Phencyclidine (PCP)	25 ng/ml
Amphetamines	1,000 ng/ml

If the level of a controlled substance exceeds these levels in a specimen, the lab will conduct a confirmatory GS/MS test. The following are the cutoff levels to show a positive result:

Marijuana metabolites	15 nanograms/milliliter
Cocaine metabolites	150 ng/ml
Opiate metabolites	300 ng/ml
Opiate metabolites (if specific for free morphine)	25 ng/ml
Phencyclidine (PCP)	25 ng/ml
Amphetamines	500 ng/ml

The cutoff level for alcohol shall be 0.02 or greater of the State Driving Under the Influence (DUI) standard and/or a lower reading to be used only to substantiate other objective evidence that show the employee is appreciably impaired.

In the event the screening levels as established by federal law change during the term of the Agreement, the parties have agreed to meet and review the changes for adoption.

34.4 Procedure

1) **Voluntary Assistance:** Employees experiencing problems with drug or alcohol addiction are encouraged to seek assistance on their own. Such assistance is available through the City's employee assistance program through Wellspring E.A.P.. Participation in a voluntary rehabilitation program will be viewed positively. Because the City and the Union encourage voluntary participation in a rehabilitation program, such voluntary participation shall not be grounds for disciplinary action in any form. However, such participation will not relieve the employee of his or her responsibilities to perform assigned duties or meet the provisions of this policy. The City may, however, require standard medical verification of the employee's ability to safely perform the job duties.

2) **Medications:** It is the responsibility of an employee using medications, both prescription and non-prescription, to review cautionary warnings for potential side effects. If the cautionary warning states a

potential side effect that would interfere with the employee's duties, the employee shall inquire of the issuing medical authority as to the potential impact of the drug to impair his/her ability to work safely and effectively. An employee shall inform his/her supervisor of such

3) Circumstances if there is reasonable cause to believe there will be impairment and the supervisor shall make a recommendation to the on-duty Battalion Chief as to whether to continue the employee's present assignment, temporarily reassign the employee, or relieve the employee from duty under sick/disability leave until such time as the detrimental effects of the medication no longer exist, and the Battalion Chief shall make this determination.

4) Involuntary Intervention: In the event there is reasonable cause to believe that an employee's job performance is impaired by drugs or alcohol, a supervisor and/or another trained bargaining unit employee shall observe the employee's behavior and document the behavior on the Impaired Behavior Report form. A second supervisory employee shall also observe the employee to verify that there is reasonable cause to believe that drug or alcohol may be involved. If there is no second supervisory employee available to make this observation, the primary supervisor may proceed with the procedure as outlined herein. The suspected employee may request the presence of another employee or Union representative of his/her choice during any drug testing procedures.

5) Reasonable cause is defined as specific observations concerning such circumstances as work performance, appearance, behavior, or speech of the employee, or as being involved in an accident which results in serious physical injury that requires the filing of a report, or significant property damage. Indications of impaired behavior may include but are not limited to the following: staggering or irregular gait, the odor of alcohol on the breath, slurred speech, dilated or constricted pupils, inattentiveness, listlessness, hyperactivity, performance problems, illogical speech and thought process, poor judgment, or unusual or abnormal behavior.

6) If there is reasonable cause to believe that drug or alcohol use is involved the supervisor or appropriate manager shall have a drug/alcohol test administered. The City may also have the employee undergo a medical evaluation at City expense at the time the drug or alcohol test is administered. The test must be conducted as soon as possible after the observation of the suspected impaired behavior. Failure of an employee to take the tests may result in the employee's termination, pursuant to just cause. Employees who believe that they are not impaired by any substance prohibited by this policy may, at City expense, request a name-clearing test after suspicion has been brought to their attention.

7) If a drug test has been undertaken, the employee shall be relieved of his/her duties and placed on administrative leave with pay status until a clear determination can be made as to the status of drug or alcohol use. If the test is negative, the employee may be counseled by a physician and returned to work if appropriate to the medical diagnosis. In such cases there shall be no loss of pay or benefits and the employee shall be fully cleared of any such charges. All references to the drug test shall be purged from the employee's file. A signed physician's release may be required by the City, at the City's discretion, before the employee is returned to work. Time lost due to an illness will be charged to sick leave or disability leave as appropriate.

8) If the test is positive, the employee may be terminated depending upon the circumstances surrounding the situation. Circumstances that may be grounds for an immediate termination include, but are not limited to, incidents where the employee's impairment resulted in loss of life, serious injury to self or others, the serious loss or damage of property or an incident of similar magnitude.

9) In cases where immediate termination is not warranted, the employee may be subject to other

disciplinary action but is entitled to sick/disability and other paid leave benefits as provided by law and/or the labor agreement. The employee shall be evaluated by a licensed drug/alcohol evaluator agreed upon by the City and the Union. Where appropriate, the employee shall be referred to a rehabilitation program. Participation by the employee in the approved treatment program is mandatory if required by the drug/alcohol evaluator and the City. Refusal to participate in such a prescribed rehabilitation program shall be grounds for disciplinary action, up to and including termination. The nature of the rehabilitation program and conditions of return to work shall be determined by the licensed drug/alcohol evaluator subject to City safety concerns.

10) Once the intensive part of the rehabilitation program has been completed, the employee may return to work but only with a written release from a physician or qualified mental health professional certifying that the employee can safely perform all duties. Where it is prescribed by the treating physician and/or a treatment program, random drug testing may be included as a part of that treatment program. An employee who is returned to work as provided for under this procedure who fails to comply with any of the terms of an agreed upon treatment and/or return to work agreement may be disciplined further up to and including termination. The Union, City, and the treating physician/counselor will meet and attempt to reach a consensus on a course of action with respect to this step of the policy, up to and including a "last-chance agreement". However, the City retains the right to exercise its prerogatives to take appropriate disciplinary action under procedure number 12 below. Any disciplinary action taken under this policy may be grieved as provided in the labor agreement between the Union and the City unless there is a violation of a last-chance return-to-work agreement. In this case the Union can only grieve whether or not the violation occurred.

11) An employee who is the subject of an investigation (other than criminal) related to substance abuse may have another employee present, without additional expense to the City, during the investigative procedures outlined above. Disciplinary actions taken by the City under this procedure shall be determined on a case-by-case basis taking into account but not limited to the findings of the test. Any disciplinary action taken under this policy may be grieved as provided in the labor agreement between the Union and the City unless there is a violation of a last-chance return-to-work agreement. In this case the Union can only grieve whether or not the violation occurred.

12) Medical facilities performing the examination and specimen collection must be under the direction of a licensed physician. The City shall utilize urine and/or blood tests for verification by certified medical personnel. The "enzyme-immunoassay" (EMIT) and "gas chromatography-mass spectrophotometry" (GS-MS) test method shall be used by the Health Force Occupational Medicine as jointly approved and agreed upon by the City and the Union. The City shall pay for the cost of all tests and medical examinations carried out under this procedure. The City shall maintain confidentiality of test results unless otherwise required by law. This, however, does not preclude the admission of test results in grievance proceedings.

13) All tests shall be conducted to ensure that blood or urine samples submitted are handled per NIDA standards. All samples must be stored in a scientifically acceptable manner as established by NIDA. Split samples shall be reserved, in all cases, for an independent analysis in the event of a positive test result. All positive confirmed samples and related paperwork shall be retained by the laboratory for at least six months or for the duration of any grievance, disciplinary action, or legal proceedings, whichever is longer. Collection of blood or urine samples shall be conducted in a manner that provides security for the sample and freedom from adulteration. Recognized strict chain of custody procedures must be followed for all samples as set by NIDA.

14) Employees who relapse from treatment while under the conditions of a return-to-work agreement triggered by this policy and for whom reasonable suspicion of substance use is established a second time and/or whose test results are positive will be subject to disciplinary action up to and including discharge. In such circumstances, the employee will be placed in an unpaid leave status until a decision is made to

terminate the employee or to continue employment of the employee. The Union, the City, and the testing physician/counselor, if appropriate, will meet and attempt to reach a consensus on a course of action with respect to this step of the policy. The Union and the City may consider such mitigating factors such as the employee's length of sobriety and job performance in such situations, and other relevant factors. Again, the City retains the right to exercise its prerogatives to take appropriate disciplinary action. Any disciplinary action taken under this policy may be grieved as provided in the labor agreement between the Union the City unless there is a violation of a last-chance return-to-work agreement.

34.5 Other

- 1) Federal law requires all employees to notify the Human Resources Director if they are convicted of any violation of a federal or state criminal drug statute occurring in the workplace within five (5) days of the conviction.
- 2) Federal law requires that the City notify any federal agency which is a direct grantor of federal funds to the Fire Department of any employees convicted of a violation as provided above within ten (10) working days.
- 3) Federal law requires that the City shall take appropriate personnel action against the convicted employee(s), up to and including discharge, or require the employee(s) to participate in a drug assistance or rehabilitation program within thirty (30) days after receipt of the notice of conviction.
- 4) Failure on the part of the employee to comply with the requirements of the Drug-Free Workplace Act shall result in disciplinary action up to and including termination.
- 5) The Union and the City shall work cooperatively to facilitate the resolution of problems that arise under the administration of this policy.
- 6) If any provision or the application of any provision of the agreement shall be rendered or declared invalid by court action or subsequently enacted legislation, the parties shall, in a timely manner, amend the affected provision or provisions only, and all remaining provisions of the agreement shall remain in full force and effect.

Article 35 – Miscellaneous

During the term of this Collective Bargaining Agreement as set forth in Article 36, the parties agree that if the City and Union reach new agreements on Annual Fitness Testing (Article 31), Physically Capable (Article 33) standards or Drug and Alcohol Testing (Article 34), that the parties will reopen those Articles to modify and incorporate agreed upon language into this Collective Bargaining Agreement.

Article 36 - Terms of Agreement

The terms of this Agreement shall be in full force and effect on January 1, 2021, and except as otherwise provided herein, this Agreement shall remain in full force and effect through December 31, 2022. All employees covered by this Agreement shall receive all retroactive compensation of all back wages, longevity and education increases effective January 1, 2021 to present.

Dated: 3/13/2023 _____

Dated: 3/16/2023 _____

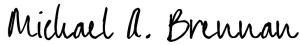
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Representing City of Bellevue

Approved as to Form:

DocuSigned by:



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Assistant City Attorney

Appendix A – Salary **Platoon and Administrative Battalion Chiefs**

A.1 2021 Monthly Salaries

Platoon Battalion Chief:

Effective January 1, 2021 the 2021 monthly salary rates shall be increased by 2.25%. This 2.25% increase is based on a combination of: (a) 1.0% which equals 100% of the Seattle-Tacoma-Bremerton CPI-W percentage increase for the period from July 1, 2019 to the year ending June 30, 2020; and (b) 1.25% market adjustment.

Platoon Battalion Chief

Effective January 1, 2021: \$12,243.77 / monthly \$146,925.20 / annually

Administrative Battalion Chief:

Effective January 1, 2021, the salary rates shall increase to \$13,284.49 monthly/ \$159,413.85 annually, an amount equal to 108.5% of Platoon Battalion Chief.

A.2 2022 Monthly Salaries

Platoon Battalion Chief:

Effective January 1, 2022, the 2022 monthly salary rates shall be increased by 6.5%. This 6.5% increase is based on a combination of: (a) 6.3% which equals 100% of the Seattle-Tacoma-Bremerton CPI-W percentage increase for the period from July 1, 2020 to the year ending June 30, 2021; and (b) 0.2% market adjustment.

Platoon Battalion Chief

Effective January 1, 2022: \$13,039.61/ monthly \$156,475.34/ annually

Administrative Battalion Chief:

Effective January 1, 2022, the salary rates shall increase to \$14,147.98 / monthly / \$169,775.75 annually) an amount equal to 108.5% of Platoon Battalion Chief.

A.3 Administrative Battalion Chief Salary Calculation

Battalion Chiefs assigned to work a forty (40) hour work week will be entitled to a Battalion Chief Administrative pay.

Calculation of the Administrative Battalion Chief's base wage/monthly salary will be determined by calculating 108.5% of Platoon Battalion Chief's base wage/monthly salary. The base wage/monthly salary will be discontinued if the employee is assigned to a twenty-four (24) hour shift position.

Appendix B – Longevity and Education Pay

B.1 Longevity Pay

Effective January 1, 2021, based on current assignment and wage scale, the following longevity pay schedule shall apply:

Years	Longevity
15	6.0%
20	8.0%
25	10.5%
30	13.5%
35	14.5%
40	15.5%

B.2 Education Incentive

The City and the Union agree that higher education is an important part of leadership and career development. Employees are encouraged and will be supported to further their education. Employees will receive an increase to their base wage for the attainment of college degrees in accordance with this Article.

In no event will an employee receive compensation for more than one type of degree program.

- A. Employees who earn degrees or certifications from a nationally accredited institution or the National Fire Academy shall be granted education incentive pay as a percentage increase to their base wage. Only one of the below pay increases will be applied:

Beginning January 1, 2021:

Attaining an Associate's of Arts or Sciences degree.....	3.0%
Attaining a Bachelor's of Arts or Sciences degree.....	3.5%
Attaining a Master's of Arts or Sciences degree.....	4.5%
Completion of the Executive Fire Officer (EFO) program, National Fire Academy...	4.5%

Beginning January 1, 2022:

Attaining an Associate's of Arts or Sciences degree.....	4.5%
Attaining a Bachelor's of Arts or Sciences degree.....	5.0%
Attaining a Master's of Arts or Sciences degree.....	6.0%
Completion of the Executive Fire Officer (EFO) program, National Fire Academy...	6.0%

- B. The following certification completion does not depend on achieving any of the educational levels described above:

Chief Fire Officer designation from the Commission on Professional Credentialing (CPSE):
One-time recognition pay of \$1200.

Appendix C – Movement between Platoon and Non-Platoon Duty **Holiday, Vacation, & Sick Leave Hours**

When employees are moved between platoon duty and non-platoon duty for extended periods (intended to exceed six (6) months), accrual rates (defined elsewhere in this agreement) affecting sick leave, vacation leave and holiday hours change. When employees are moved between platoon and non-platoon duty for short/temporary periods (defined as less than six (6) months), accrual rates will not be changed. If a short term or temporary assignment exceeds six (6) months, the accrual rate will change for the first pay period that exceeds six (6) months (non retroactive). When reconciling the status of employees who move between platoon duty and non-platoon duty with regard to accrued sick leave, vacation leave, and holiday hours, the appropriate conversion factors, as set forth below, shall be utilized.

Holiday Hours [as defined in Article 16.A] for year 2021.

Annual holiday hours, Platoon duty:	120	[5 shifts, 24-hours per shift]
Annual holiday hours, Non-platoon duty:	96	[10 regular and 2 floating holidays in accordance with Bellevue City Ordinance]
Non-platoon to Platoon duty:	1.250	[120/96]
Platoon to Non-platoon duty:	0.800	[96/120]

Holiday Hours [as defined in Article 16.A] for year 2022.

Annual holiday hours, Platoon duty:	144	[6 shifts, 24-hours per shift]
Annual holiday hours, Non-platoon duty:	104	[11 regular and 2 floating holidays in accordance with Bellevue City Ordinance]
Non-platoon to Platoon duty:	1.385	[144/104]
Platoon to Non-platoon duty:	0.722	[104/144]

Vacation Leave [as defined in Article 17]

Years of Service	Non-platoon to Platoon duty	Platoon to Non-platoon duty
0-4	1.250 [10/8]	0.800 [8/10]
5-9	1.167 [14/12]	0.857 [12/14]
10-14	1.125 [18/16]	0.889 [16/18]
15-19	1.110 [20/18]	0.901 [18/20]
20 +	1.100 [22/20]	0.909 [20/22]

Sick Leave [as defined in Article 28]

Sick leave accrual per pay period (bimonthly), Platoon duty:	6 hours
Sick leave accrual per pay period (bimonthly), Non-platoon duty:	4 hours

Appendix D – Service Awards

To clarify the Service Award Program for bargaining unit personnel, the following shall apply:

Years of Service	Service Longevity Award Applicable to the Bargaining Unit
5 Years	A letter of appreciation from the Fire Chief, a certificate of service signed by the City Manager and an additional eight (8) hours of vacation leave.
10 Years	A letter of appreciation from the Fire Chief, a certificate of service signed by the City Manager and the Mayor, an additional sixteen (16) hours of vacation leave, and a \$100 bonus.
15 Years	A letter of appreciation from the Fire Chief, a certificate of service signed by the City Manager and the Mayor, an additional sixteen (16) hours of vacation leave, and a \$150 bonus.
20 Years	A letter of appreciation from the Fire Chief, a certificate of service signed by the City Manager and the Mayor, an additional sixteen (16) hours of vacation leave, and a \$200 bonus.
25 Years	A letter of appreciation from the Fire Chief, a certificate of service signed by the City Manager and the Mayor, an additional sixteen (16) hours of vacation leave, and a \$250 bonus.
30 Years	A letter of appreciation from the Fire Chief, a certificate of service signed by the City Manager and the Mayor, an additional sixteen (16) hours of vacation leave, and a \$300 bonus.
35 Years	A letter of appreciation from the Fire Chief, a certificate of service signed by the City manager and the Mayor, an additional sixteen (16) hours of vacation leave, and a \$350 bonus.
40 Years	A letter of appreciation from the Fire Chief, a certificate of service signed by the City Manager and the Mayor, an additional sixteen (16) hours of vacation leave, and a \$400 bonus.
45 Years	A letter of appreciation from the Fire Chief, a certificate of service signed by the City Manager and the Mayor, an additional sixteen (16) hours of vacation leave, and a \$500 bonus.

ATTACHMENT A

Kaiser Permanente HMO Plan Highlights

	Kaiser Permanente Provider
PCY = Per Calendar Year	
Calendar Year Deductible	\$0 per individual / \$0 per family
Calendar Year Out-of-Pocket Maximum	\$2,000 per individual / \$4,000 per family
Lifetime Benefit Maximum	Unlimited
Your cost shares will be as follows:	
Physician and Diagnostic Services	
Physician's Office Visits	\$10 co-pay
Outpatient Surgery	\$10 co-pay
Preventive Services, including: well care physicals, immunizations, pap smear exams, mammograms	Covered in Full
Vision Exam (one exam every 12 months)	\$10 co-pay
Frames and Contacts (Members 19 and over)*	\$200 hardware allowance every 12 months
Obstetrical Care (Dependent children are covered)	Covered in Full (Inpatient) \$10 co-pay (Outpatient)
Diagnostic Lab & X-ray	Covered in Full
Acupuncture (up to 8 visits per medical diagnosis PCY) Additional visits must be approved	\$10 co-pay
Chiropractic (up to 10 visits PCY)	\$10 co-pay
Physical Therapy <ul style="list-style-type: none"> Inpatient (up to 60 days PCY) Outpatient (up to 60 visits PCY) 	Covered in Full \$10 co-pay
Massage Therapy <ul style="list-style-type: none"> Inpatient Outpatient 	See Physical Therapy See Physical Therapy
Hospital Services	
Inpatient Hospital Services	Covered in Full
Emergency Room	\$75 co-pay, (for Designated Facilities) \$75 co-pay, (for Non-Designated Facilities) (co-pay waived if admitted)
Mental Health	
Outpatient (unlimited visits PCY)	\$10 co-pay
Inpatient (unlimited days PCY)	Covered in Full
Chemical Dependency	
Outpatient (unlimited visits PCY)	\$10 co-pay
Inpatient (unlimited days PCY)	Covered in Full

*Members under 19: 1 pair of frames and lenses per year or contact lenses covered in full. Members age 19 and over: \$200 per 12 months, benefit includes lenses, including contact lenses, and frames.

Limitations: This benefit outline is for illustrative purposes only. Actual claims paid are subject to maximum allowable charge, frequencies, age limitations, terms and conditions of the contract.



Kaiser Permanente Prescription Drug Benefits



Your plan includes a comprehensive prescription drug program.

Kaiser Permanente Pharmacy	
Rx Retail Pharmacy (30-day supply)	Covered in Full after listed co-pays (no deductible): \$10 co-pay for generic and/or brand
Mail Order Pharmacy (90-day supply)	Covered in Full after listed co-pays (no deductible): \$30 co-pay for generic and/or brand



Important Information Regarding your Medical Benefit Plan – Kaiser Permanente

Organ Transplant

There is no waiting period for Organ Transplants.

Women's Health and Cancer Rights Act

The Women's Health and Cancer Rights Act of 1998 requires group health plans that provide medical and surgical coverage for mastectomies also provide coverage for reconstructive surgery following such mastectomies in a manner determined in consultation with the attending physician and the patient.

Coverage must include:

- All stages of reconstruction of the breast on which the mastectomy has been performed,
- Surgery and reconstruction of the other breast to produce a symmetrical appearance, and
- Prostheses and treatment of physical complications of all stages of mastectomy, including lymphedemas.

Benefits for the above coverage are payable on the same basis as any other physical condition covered under the plan, including any applicable deductible and/or co-pays and coinsurance amounts.

Special Enrollment Rights

If you are declining enrollment for yourself or your dependents (including your spouse) because of other health insurance or group health plan coverage, you may be able to enroll yourself and your dependents in this plan if you or your dependents lose eligibility for that other coverage (or if the employer stops contributing toward your or your dependents' other coverage). However, you must request enrollment within 31 days after you or your dependents' other coverage ends (or after the employer stops contributing toward the other coverage).

You may also be able to enroll yourself or your dependents in the future if you or your dependents lose health coverage under Medicaid or your state Children's Health Insurance Program, or become eligible for state premium assistance for purchasing coverage under a group health plan, provided that you request enrollment within 60 days after that coverage ends or after you become eligible for premium assistance.

In addition, if you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your dependents. However, you must request enrollment within 31 days after the marriage, or 60 days after birth, adoption, or placement for adoption. To request special enrollment or obtain more information, contact your Human Resources Department. Refer to your benefit booklet for details.

Patient Protection Disclosure notice

For children, you may designate a pediatrician as the primary care provider.

You do not need prior authorization from Kaiser Permanente or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a healthcare professional in our network who specializes in obstetrics or gynecology. The healthcare professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of participating healthcare professionals who specialize in obstetrics or gynecology, contact the Kaiser Permanente provider listed under "Your Benefits Contacts" at the beginning of this guide.

Healthcare Reform & your Benefits

The City of Bellevue offers a medical plan option that provides valuable comprehensive coverage that meets the requirements of the healthcare reform law and is intended to be affordable as defined by the law. Also note, it's unlikely that you are eligible for financial help from the government to help you pay for insurance purchased through a Marketplace because you have access to an employer plan that complies with the affordability standard.

COBRA

Federal COBRA is a U.S. law that applies to employers who employ 20 or more individuals and sponsor a group health plan. Under Federal COBRA you may be eligible to continue your same group health insurance for up to 18 months if your job ends or your hours are reduced. You are responsible for COBRA premium payments.



Premera Choice Plan Highlights



	In-Network (Heritage & Heritage Plus 1)	Out of Network
PCY = Per Calendar Year		
Calendar Year Deductible	\$750 per individual \$1,500 per family	
Calendar Year Out-of-Pocket Maximum	\$1,500 per individual \$3,000 per family	
Lifetime Benefit Maximum	Unlimited	

After the deductible is satisfied, your cost shares will be as follows:

Physician and Diagnostic Services		
Physician's Office Visits	\$30 co-pay, deductible waived	40% of allowable*
Outpatient Surgery	10%	40% of allowable*
Preventive Services, including: well care physicals, immunizations, pap smear exams, mammograms	Covered in Full (deductible waived)	Not Covered Pap smear, mammograms: 40% of allowable*
Vision Exam	Not Covered	Not Covered
Obstetrical Care (Dependent children are covered)	10%	40% of allowable*
Diagnostic Lab & X-ray	10%	40% of allowable*
Acupuncture (up to 12 visits PCY)	\$30 co-pay, deductible waived	40% of allowable*
Chiropractic (up to 12 visits PCY)	\$30 co-pay, deductible waived	40% of allowable*
Physical Therapy (up to 45 visits PCY – shared with Massage)	\$30 co-pay, deductible waived	40% of allowable*
Massage Therapy (up to 45 visits PCY – shared with Physical Therapy)	\$30 co-pay, deductible waived	40% of allowable*
Hospital Services		
Inpatient Hospital Services	10%	40% of allowable*
Emergency Room	10%	10%*
Mental Health		
Outpatient (unlimited visits PCY)	\$30 co-pay, deductible waived	40% of allowable*
Inpatient (unlimited visits PCY)	10%	40% of allowable*
Chemical Dependency		
Outpatient (unlimited visits PCY)	\$30 co-pay, deductible waived	40% of allowable*
Inpatient (unlimited days PCY)	10%	40% of allowable*

Deductible applies unless otherwise noted

* You are responsible for the coinsurance amount plus any amount over allowable after the annual deductible is satisfied. The City of Bellevue plan covers the difference up to the allowable amount.

Limitations: This benefit outline is for illustrative purposes only. Actual claims paid are subject to maximum allowable charge, frequencies, age limitations, terms and conditions of the contract.

Important! Premera Blue Cross requires prior authorization to receive coverage for certain planned services. If prior authorization is not obtained for a required service, you may be subject to additional cost shares not outlined here. A complete list of services requiring prior authorization is available at www.premera.com.



Premera Core Plan Highlights



Note: This plan is closed for non-represented employees hired on or after December 1, 2018, Fire Prevention Officers, IBEW and Teamsters Utilities, Parks, Finance & Asset Management, and Transportation employees hired on or after December 1, 2019, and Teamsters Development Services and Bellevue Police Support Guild employees hired on or after December 1, 2020.

PCY = Per Calendar Year	In-Network (Heritage & Heritage Plus 1)	Out of Network
Calendar Year Deductible	\$0 per individual \$0 per family	\$250 per individual \$500 per family
Calendar Year Out-of-Pocket Maximum	\$1,500 per individual \$3,000 per family	
Lifetime Benefit Maximum	Unlimited	

After the deductible is satisfied, your cost shares will be as follows:

Physician and Diagnostic Services		
Physician's Office Visits	\$15 co-pay	40% of allowable*
Outpatient Surgery	Covered in Full	40% of allowable*
Preventive Services, including: well care physicals, immunizations, pap smear exams, mammograms	Covered in Full	Not Covered
Vision Exam	Not Covered	Not Covered
Obstetrical Care (Dependent children are covered)	Covered in Full	40% of allowable*
Diagnostic Lab & X-ray	Covered in Full	40% of allowable*
Acupuncture (up to 12 visits PCY)	\$15 co-pay	Not Covered
Chiropractic (up to 30 visits PCY – shared with Physical Therapy)	\$15 co-pay	40% of allowable*
Physical Therapy (up to 30 visits PCY – shared with Chiropractic)	\$15 co-pay	40% of allowable*
Massage Therapy (up to 4 visits PCY)	\$15 co-pay	Not Covered
Hospital Services		
Inpatient Hospital Services	\$250 co-pay per admission	40% of allowable* after you pay \$250 co-pay per admission
Emergency Room	\$100 co-pay (co-pay waived if admitted)	\$100 co-pay*, deductible waived (co-pay waived if admitted)
Mental Health		
Outpatient (up to 15 visits PCY)	\$15 co-pay	40% of allowable*
Inpatient (up to 20 days PCY)	\$250 co-pay per admission	40% of allowable* after you pay \$250 co-pay per admission
Chemical Dependency		
Outpatient (unlimited visits PCY)	\$15 co-pay	40% of allowable*
Inpatient (unlimited days PCY)	\$250 co-pay per admission	40% of allowable* after you pay \$250 co-pay per admission

Deductible applies unless otherwise noted

* You are responsible for the coinsurance amount plus any amount over allowable after the annual deductible is satisfied. The City of Bellevue plan covers the difference up to the allowable amount.

Limitations: This benefit outline is for illustrative purposes only. Actual claims paid are subject to maximum allowable charge, frequencies, age limitations, terms and conditions of the contract.

IMPORTANT! Premera Blue Cross requires prior authorization to receive coverage for certain planned services. If prior authorization is not obtained for a required service, you may be subject to additional cost shares not outlined here. A complete list of services requiring prior authorization is available at www.premera.com.



Premera Prescription Drug Benefits



Your plans include a comprehensive prescription drug program. The level of coverage depends on whether the drug is generic or brand, and whether it is on the Premera formulary, or preferred drug list. Your out-of-pocket cost is lowest when you buy generic drugs and highest when you buy brand drugs that are not on the formulary.

Premera covers a broad formulary of drugs. To determine whether your drug is on the formulary, please check the online list at www.premera.com. There, you can also find a list of in-network pharmacies. The drug list is updated periodically to ensure that newer, more effective drugs are listed. Drugs are automatically removed from the formulary when generic alternatives become available.

When filling a prescription, present your Premera member ID card to any participating pharmacy. If using an out-of-network pharmacy, you will need to pay the drug cost out-of-pocket and then submit a claim form to Premera to be reimbursed the covered amount.

NOTE: All prescription drug co-pays will accumulate toward the medical out-of-pocket maximum for the Core and Choice plans.

	Core Plan In-Network	Choice Plan In-Network
Rx Retail Pharmacy (30-day supply)	Covered after listed co-pays, no deductible: \$10 co-pay for generic (Tier 1) \$20 co-pay for preferred brands (Tier 2) 50% for non-preferred brands (Tier 3)	Covered after listed co-pays, no deductible: \$10 co-pay for generic (Tier 1) \$25 co-pay for preferred brands (Tier 2)* \$45 co-pay for non-preferred brands (Tier 3)*

*The Choice plan requires generic drugs to be dispensed in place of a brand name drug. If a brand name drug is dispensed when a generic equivalent is available, the cost will be the difference in cost between the brand name drug and the generic equivalent in addition to the brand name co-pay amount.

Premera Blue Cross Mail Order Prescription Drugs – Express Scripts by mail

If you take prescription drugs on an ongoing, maintenance basis, you can save money by using the mail order program and ordering a 90 day supply at a time. To take advantage of this money-saving mail order program, ask your doctor to write you a prescription for a 90 day supply. Send it in along with the form you can download online at www.premera.com, select Pharmacy, then the “Mail Order Prescriptions” tab. You can then conveniently refill the prescription online or over the phone.

	Core Plan In-Network	Choice Plan In-Network
Mail Order Pharmacy (90-day supply)	Covered after listed co-pays, no deductible: \$20 co-pay for generic (Tier 1) \$40 co-pay for preferred brands (Tier 2) 50% for non-preferred brands (Tier 3)	Covered after listed co-pays, no deductible: \$25 co-pay for generic (Tier 1) \$62 co-pay for preferred brands (Tier 2)* \$112 co-pay for non-preferred brands (Tier 3)*

Resources



Premera provides tools on www.premera.com and the Express Scripts®* mobile app, which let you manage your pharmacy care anytime, anywhere.

- View current medications, set dosing time, and refill reminders
- Look up potential lower-cost options available under your plan and discuss them with your doctor – while you’re still in the doctor’s office!
- Request, manage, and track home delivery of ongoing maintenance medications
- Use your phone to show your virtual ID card at the pharmacy
- Receive personalized alerts of possible health risks related to medications
- Locate in-network retail pharmacies

IMPORTANT

Some drugs require prior authorization or step therapy. To see if your prescription requires prior authorization, visit the Pharmacy section at www.premera.com.

If you take Specialty drugs, you must fill your prescription through Accredo Health Group or SaveonSP. The Accredo Specialty Pharmacy provides additional services and clinical support. SaveonSP is defined on page 22. Contact Customer Service at 800-722-1471 for more information. You may also view a complete list of specialty drugs at www.premera.com.

*Express Scripts® is an independent company that provides pharmacy benefit services on behalf of Premera Blue Cross.

Prepared by Gallagher Benefit Services for the employees of the City of Bellevue

