

Agreement Between
International Association of Firefighters
Union Local #1604 representing
Firefighters

and

City of Bellevue

January 1, 2023 thru December 31, 2023



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**AGREEMENT
between the
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS UNION, LOCAL #1604
and the
CITY OF BELLEVUE 2023**

PREAMBLE

This agreement is between the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS UNION, LOCAL #1604 (hereinafter 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 with regard to 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. "Administrative Assignment" means a bargaining unit member who is assigned to a position other than a 24-hour shift. Administrative Assignment shifts are assigned to a 40-hour workweek. Such assignments include but are not limited to: the PIO/CLO, Training Division, the EMS Division and/or other position(s), independent of whether or not the position is temporary or permanent.
- B. "Administrative Leave" means a paid leave of absence of an employee as approved by the Fire Chief or their designee, where it is determined to be in the best interest of the City. This leave is not deducted from the employee's compensated leave bank.
- C. "Bargaining Unit" as used herein shall mean all employees employed in the Bellevue Fire Department in the rank of Firefighter, Firefighter/Engineer, Lieutenant and Captain.
- D. "Base Wage" will be defined as the base monthly salary as set forth in Appendix A.
- E. "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 16. Holidays and Article 17. Vacation Leave.
- F. "Department" means the Bellevue Fire Department.
- G. "Domestic Partner" whenever used in this agreement shall have the same definition as contained in the City of Bellevue's Human Resources Policies and Procedures Manual (HRPPM). During this Agreement, the Union accepts and understands that the City may change the definition of "domestic partner" in such a way that limits the eligibility for current beneficiaries. The City agrees to provide the union with 60 days' notice prior to initiating such a change.
- H. "Employee" means an individual employed in the bargaining unit (as defined in Subparagraph "C" hereof) covered by this Agreement.
- I. "Employer" means the CITY OF BELLEVUE, WASHINGTON.

- J. "Immediate Family" for purposes of Emergency and Bereavement leave means: 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), Siblings, Spouse, Mother/Father-in-law, Daughters/Sons-in-law, Domestic partner, Mother/Father of domestic partner, Spouses of children of domestic partner, Children/Child (biological, adopted, step, foster, legal wards, domestic partner's child, or a child of a person standing in loco parentis), Grandparents, great-grandparents, grandchildren, and great-grandchildren.
- K. "Immediate Family" for purposes of other leave types: For purposes of administering leave as applicable under the Washington State Family Care Act, the federal and state Family and Medical Leave Act, state and federal military leave laws, or other applicable leave laws as now or hereafter enacted or amended, the City will utilize the definitions provided in said laws.
- L. "Monthly Salary" means the monthly rate of pay so identified and set forth in Appendix "A" to this Agreement.
- M. "Modified Duty" means a temporary Administrative Assignment for a person who is recovering from an injury and/or illness and is unable to perform the essential functions of his/her job.
- N. "MSO" means Medical Services Officer.
- O. "Overtime" means the time worked in excess of the normally scheduled hours of duty, excluding any time worked as Union Work Replacement (UWR) or Shift Trade Work (STW).
- P. "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.
- Q. "Years of Service" means twelve consecutive months of employment from the most recent date of hire. It shall also mean the total months of employment (divided by twelve) if there was a separation due to a medical condition.
- R. "Union" means the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS UNION, LOCAL #1604.
- S. "Working Conditions" shall be defined as those matters specifically covered by this labor agreement.

ARTICLE 2. RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative for the employees of the Department in the position of Firefighter, Firefighter/Engineer, Firefighter/Paramedic, Lieutenant and Captain. The positions of Battalion Chief and Fire Prevention Officers are covered by their respective contracts between the City and the Union.

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 desires to become a Union member and executes a properly written authorization. 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 Sections 5.1 and 5.2 above 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 that 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, unless their separation was due to a medical condition as defined in Article 1 and below. The Employer shall establish and maintain an accurate seniority list. As part of the employer's duty to maintain the seniority list, the following conditions apply:

- The seniority list will be brought up-to-date at least once per calendar year and made available for employees to view.
- In case of layoff, an employee will retain his/her seniority for a period of three years, provided he/she notifies the Employer in writing of his/her desire to be recalled at intervals not to exceed six (6) months. If an employee does not notify the Employer, as specified, or does not return to duty when recalled, he/she shall be terminated.
- In the event that more than one employee is hired at a time, seniority will be based on one of the following methods:
 - For employees hired between 1969 and 1996, their seniority will be determined by the grade point received on the written Civil Service Exam.
 - For employees hired after 1996, seniority will be determined by the total grade point received following the City of Bellevue's Civil Service Commission's internal evaluation process.
- In the event that an employee should take unpaid, voluntary leave of absence, his/her seniority shall discontinue its accrual for the duration of such leave for the purposes of administering Article 17, Vacation.
- In the event that an employee has a separation due to a medical condition and is reemployed within five (5) years pursuant to Civil Service Rules, seniority and continuous service in the department will be counted from the employee's original employment date. Previous service will be restored to seniority. Employees who are reemployed after a medical separation do not receive credit for accruals of compensated leave during the time of their absence from employment. For the purpose of calculating longevity, credit is given for the time for previous years of active employment only with no credit given for the time of absence.

ARTICLE 7. REDUCTION AND RECALL

- 7.1. Reduction in Force:** The Employer shall provide the Union with reasonable notice in the event it decides to reduce the Department personnel within any rank covered by this agreement. If the number of positions within the ranks of Captain, Lieutenant or Firefighter/Engineer 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 rank previously held, the descending order of ranks being as follows: Captain, Lieutenant, Firefighter/Engineer, Firefighter. Within the rank of Firefighter, the employee with the least seniority shall be laid off first; with the exception that the Employer shall be allowed to retain, out of seniority order, sufficient Paramedics to meet the needs of its emergency medical services program.
- 7.2. Recall from Layoff:** The last employee laid off shall be the first employee recalled. No new employee shall be hired until all laid off employees have been given an opportunity to return to work, provided they meet the requirements as set forth in Article 6. In the event that personnel reduction requires that officers or engineers be reduced in rank, said officers or engineers shall be reinstated when first vacancies exist, without being further tested. An officer or engineer who is reinstated shall resume his/her probationary period with a minimum of six (6) months required. In order to be reinstated as an officer or as an engineer, an employee [who had been in a probationary status when reduced in rank due to personnel reduction] must be employed by the City of Bellevue Fire Department at the time of reinstatement; an employee who declines to be reinstated thereby waives his/her reinstatement rights until such time as he/she may be appointed from a subsequent eligibility list.

ARTICLE 8. VACANCIES-PROMOTIONS

- 8.1** Vacancies and promotions shall be governed by the *Rules and Regulations* adopted by the Bellevue Civil Service Commission.
- 8.2** In the case of promotions, if the candidates with higher scores on the applicable Civil Service eligibility list are not appointed, the Fire Department shall draft a written explanation within seventy-two (72) hours after the decision as to why another candidate was considered best qualified. This written explanation shall be provided to the candidates with the higher scores but who were not appointed.
- 8.3** If either the City or Union want to make changes in the current Civil Service Rules as applied to bargaining unit personnel, the party wanting to make the change may request to bargain and the other party shall bargain regarding the change.
- 8.4** Firefighter/Paramedics newly promoted to Lieutenant will be paid at Step 4 for twelve (12) months after their promotion; provided, a Firefighter/Paramedic newly promoted to Lieutenant will not be paid less than he/she was paid immediately following promotion to Lieutenant. In this event, the newly promoted Lieutenant will be paid at his/her former Firefighter/Paramedic salary for twelve (12) months after promotion to Lieutenant.
- An MSO or Administrative Lieutenant newly promoted to Captain will be paid at Step 4 for twelve (12) months after their promotion; provided an MSO or Administrative Lieutenant newly promoted to Captain will not be paid less than he/she was paid immediately following promotion to Captain. In this event, the newly promoted Captain will be paid at his/her former MSO or Administrative Lieutenant salary for twelve (12) months after promotion to Captain.
- 8.5** An employee that is rehired after a medical separation will initially return to employment as the rank of firefighter. If he/she was of a rank other than a firefighter when the separation occurred, he/she will be returned to his/her previous rank at the next available opening. An employee who separates at the rank of Captain may take an available Lieutenant vacancy until a Captain's vacancy becomes available.

ARTICLE 9. MONTHLY SALARIES

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

ARTICLE 10. EDUCATIONAL INCENTIVE PAY AND LONGEVITY PAY

The educational incentive allowance and longevity pay for classifications covered by this agreement are contained in Appendix "B" to this agreement.

ARTICLE 11. OVERTIME

11.1 When the Department determines that a need for overtime exists it shall be paid at one-and-one-half (1-1/2) times the basic hourly rate of pay. Subject to prior approval of the Department, employees assigned to administrative assignment entitled to overtime pay may elect to receive compensatory leave at the rate of time and one-half in lieu of monetary payment at the same rate. Compensatory time credit may be accumulated in a compensatory time bank of up to fifty (50) hours maximum. Any compensatory time accrued but not used at the end of the year will be cashed out.

11.2 An employee called in for overtime work shall be paid at least a four (4) hour minimum at the overtime rate of pay. The 4-hour minimum shall not apply to employees:

- (a) held over immediately following the termination of their regular duty shift,
- (b) employees required to attend departmental meetings on their off-duty time, or
- (c) employees who elect to leave when the work is done if the time worked is less than four (4) hours. In that event, overtime pay shall be only for actual time worked, computed to the nearest quarter hour.

Employees that are called into to work will be allowed to work the four-hour minimum unless the employee is notified that they are not needed at least two (2) hours prior to the beginning of the assignment.

11.3 Probationary firefighters called in for training purposes will be paid overtime at one-and-one-half (1-1/2) times their basic rate.

11.3.1 – E.M.T. Testing, Training, and Certification.

- (a) E.M.T.- B (Basic): Employees required to attend off duty E.M.T.-B training or testing to acquire or maintain certification shall be paid at the overtime pay rate for actual class time. Off-duty E.M.T.-B training or testing to recertify as an E.M.T. after certification has lapsed due to the employee's choice or poor performance of the employee shall not be compensated.

Employees who had a lapse in certification due to injury/illness, who are required to attend off-duty training or classes after their return to duty, will be paid at the overtime rate for actual class time.

- (b) E.M.T.– P (Paramedic) – Employees attending required off duty training, testing or classes to maintain their certification shall be paid at their overtime rate of pay for actual class time.

11.4 Training, Travel, and Conferences

Employees who are required by the department to attend mandatory meetings, training, or conferences will be paid at their overtime rates of pay for actual meeting, training or conference hours they are not on shift.

When the department notifies employees of opportunities for meetings, training, or conferences it will designate if the opportunity is mandatory or voluntary.

Employees who seek departmental approval for training opportunities must submit the Travel Training and Attendance Request Form (TTAR) and be preapproved, at the discretion of the Fire Chief or designee.

11.5 Overtime shall be scheduled in accordance with the provisions of Article 200, Section 20 of the Fire Department Standard Operating Procedures which shall also include any subsequent revisions agreed upon by the parties.

11.6 The work days and hours of administrative assignments may be varied without overtime liability provided the total hours compensated in a week do not exceed forty (40).

11.6.1 When employees are needed for irregular or emergency shift staffing, such as staffing Battalion 102 for an emergency incident or during a period when B101 is out of service, administrative assigned staff may be used for up to four (4) hours to cover the needs of the department without overtime liability.

ARTICLE 12. HOURS OF DUTY

12.1 24 Hour Shift Personnel (Platoon Duty)

12.1.1 Regularly scheduled average weekly hours of duty shall not exceed 48.18 hours, scheduled by management personnel on an annual basis. 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.

12.1.2 Average weekly hours of duty shall not exceed 48.18 hours; this is accomplished by the scheduling of seventeen (17) Kelly days a year.

- One Kelly Day in each FLSA period
- One additional Kelly Day in each quarter
- Should the number of Kelly Days per year change, the Kelly Days will still be scheduled one per FLSA period with the balance being distributed in each quarter to the degree possible
- The scheduling of any traded Kelly Days must be consistent with the above bullet points.
- Kelly Days are intended to reduce the workweek for platoon employees. Therefore, the Department will not deduct sick leave from the timekeeping system for an employee's scheduled Kelly Days occurring during duty or non-duty disability leave or during a modified duty assignment.
- Kelly Days are not compensated leave and have no monetary value. Kelly Days will still be reported during the timekeeping process however they will have no monetary value assigned to them and the employee will not be required to replace Kelly Days with other forms of compensated leave.
- Fire Administration will report to the Finance Department the elimination of the Kelly Days scheduled during leave periods for administration purposes. (i.e., these Kelly Day will not be restored or rescheduled).
- Kelly Days will not be reported to DRS
- As Kelly Days are intended to reduce the workweek for employees assigned to platoons, Kelly Days may be removed from an employee's schedule during modified duty or administrative assignment until such time as the employee returns to platoon duty.
- Kelly Day may be traded between employees as long as it meets the above bulleted requirements.

12.2 Administrative Assignment Personnel (Non-Platoon Duty)

12.2.1 The regularly scheduled average weekly hours of duty for employees on Administrative Assignment shall not exceed 40 hours. These hours will be scheduled by management personnel.

12.2.2 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.

12.3 Transfers

12.3.1 When employees are transferred between platoon duty and non-platoon duty, accrual rates (defined elsewhere in this agreement) affecting sick leave, vacation leave, and holiday hours change. The parties acknowledge that the process of reconciling the status of employees who are transferred between platoon duty and non-platoon duty with regard to accrued sick leave, vacation leave, and holiday hours shall make use of the appropriate conversion factors as set forth in Appendix "C" and Article 16.

- 12.3.2** 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 assigned on the new platoon. During this forty-eight (48) hours off the employee is not eligible for overtime.
- 12.3.3** 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 assigned on the new Administrative Assignment. During this forty-eight (48) hours off the employee is not eligible for overtime. Upon transfer to an Administrative Assignment, the additional pay for such assignment will be retroactive to the beginning of the pay period. For example, if the transfer occurred on the sixth (6th) of the month, the employee would be entitled to the additional pay from the first (1st).
- 12.3.4** 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 assigned on the new platoon. During this forty-eight (48) hours off the employee is not eligible for overtime. Upon transfer from an Administrative Assignment, the additional pay for such assignment will be continued until the end of the pay period. For example, if the transfer occurred on the sixth (6th) of the month, the employee would be entitled to the additional pay until the fifteenth (15th).

ARTICLE 13. SHIFT EXCHANGES

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

13.2 **Acting During Shift Trades:** During a shift trade, employees who are assigned to and perform the duties of a higher-ranking position or perform the duties of a higher job classification other than those of the employee with whom they traded shifts, will be paid the differential for that assignment for the duration they are assigned to and perform those duties.

This does not require, however, the City to assign duties to an employee who is not qualified and capable to perform the duties of a higher position. This article does not modify the City's ability to assign work; nor is the City prevented from assigning employees into or out of assignments or filling vacant positions by detailing or other methods with employees other than the employee that is on duty as a result of an approved shift trade.

Any higher rates of pay during a shift trade are only paid for the time worked in the higher paid rank or position and not for any paid leave, including but not limited to, disability or sick leave.

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 CLASSIFICATION

- 15.1** An employee specifically assigned to duty in a higher-ranking position than that which he/she is regularly assigned or to any pay classification with a higher job classification pay rate than that to which he/she is regularly assigned (e.g., paramedics assigned as Medical Services Officer) shall be paid acting pay for such time actually working in that rank or pay classification. Such pay shall be calculated and paid semi-monthly in accordance with the regular payroll practices of the Employer.

An acting captain is normally designated and assigned when the regular Captain is absent from their station for more than three (3) consecutive shifts.

15.1.1 Captains Acting as Platoon Battalion Chiefs

Captains who are assigned to act as a Platoon Battalion Chief [working 24-hour shifts] shall be compensated according to the chart below.

Captains Acting as Platoon Battalion Chiefs	
Rank/Position	Added Wage
Platoon Captain	14% of their base wage
Administrative Captain	3.5% of their base wage
MSO Captain	3.5% of their base wage

15.1.2 Captains Acting as an Administrative Battalion Commander:

When an Administrative Battalion Commander is anticipated to be absent for more than four (4) consecutive work days an Acting Battalion Commander is normally designated and assigned. The designated Captain shall be compensated according to the chart below:

Captains Acting as Administrative Battalion Commanders	
Rank/Position	Added Wage
Platoon Captain	21% of their base wage
Administrative Captain	10% of their base wage
MSO Captain	10% of their base wage

15.1.3 Lieutenants Acting as Captains

Lieutenants assigned to act as Captain shall be compensated according to the chart below:

Rank/Position	Working as a Platoon Captain	Working as an Administrative Captain
Platoon Lieutenant	10% of their base wage	21% of their base wage
Administrative Lieutenant	0.0% increase if Admin wage is maintained.	10% of their base wage

15.1.4 Firefighters, Engineers, Staff Assistants and Paramedics Acting as Lieutenants

15.1.4.1 Total hours of Acting Lieutenant and Lieutenant experience are not applicable to the one-year probationary period that newly promoted Lieutenants currently serve. It applies to pay grade only.

- For purposes of tracking hours, January 1, 2000 (the start of Telestaff) will be used to calculate total hours of Acting Lieutenant time.
- Should a member certified as an Acting Lieutenant promote to the position of Lieutenant, their total hours (assigned as both an Acting Lieutenant and as Lieutenant) will be the determining factor in moving from the Probationary Lieutenant's pay to full Lieutenant's pay. When the individual reaches 2160 total hours of Acting Lieutenant and Lieutenant experience, the member will be paid at the top Lieutenant step.

15.1.4.2 Employees assigned to fill the position of an Acting Lieutenant on an Engine Company or Ladder Company shall be compensated based upon the chart below:

Rank/Position	Fewer than 2160 hours	2160 hours or more
Firefighter	9.47% of their base wage	16.25% of their base wage
Engineer	4.26% of their base wage	10.7% of their base wage
Staff Assistant	3.27% of their base wage	9.67% of their base wage
Paramedic	0.0% added	1.08% added
Vested Paramedic	Not to exceed 9.47% of Step 5 Firefighter	Not to exceed 16.25% of Step 5 Firefighter

15.1.4.3

Employees filling the position of an Acting MSO shall be compensated based upon the chart below:

Rank/Position	Fewer than 2160 hours	2160 or more hours
Firefighter/Paramedic:	4.5% of their base wage	10.714% of their base wage

15.1.5 Firefighters Acting as Engineers

Firefighters assigned as Acting Engineers shall be compensated in accordance with the chart below:

Firefighters Acting as Engineers	
Rank/Position	Added Wage
Firefighter	5% of their base wage
Staff Assistant or Vested Paramedic	0.0% added

15.1.6 Acting as Staff Assistants

Employees acting as Staff Assistants shall be compensated according to the chart below:

Acting Staff Assistants	
Rank/Position	Added Wage
Firefighter	6% of their base wage
FF/Engineer	0.95% of their base wage
Vested Paramedic	Not to exceed 6% of Step 5 Firefighter

15.1.7 Bargaining Unit Personnel Working in Other Administrative Assignments

Bargaining unit personnel working in other administrative assignments in their rank (excluding “modified duty” assignments) shall be compensated at 110% of their current pay rate for assignments that the department has an expectation shall typically exceed thirty (30) calendar days or one month. If a bargaining unit personnel is working an administrative assignment in a rank higher than their current rank, the bargaining unit member will be paid at 110% of the higher rank for assignments the department has an expectation shall typically exceed thirty (30) calendar days or one month. Recruits and Probationary firefighters working an administrative schedule during initial training are not eligible for the 110% pay rate.

ARTICLE 16 HOLIDAYS

16.1 Holiday Accrual for 24-hour shift employees (to include employees attending an initial academy)

- a) On the first of each year, all shift employees will be credited with 72 hours of Holiday Leave.
- b) New employees starting between January 1–June 30, will be credited with 72 hours of Holiday Leave. Employees starting between July 1–December 31, will be credited with 36 hours of Holiday Leave.

	Beginning Balance	Hours Per Pay Period	Annual Total
January	72	3	144
February	72	3	138
March	72	3	132
April	72	3	126
May	72	3	120
June	72	3	114
July	36	3	72
August	36	3	66
September	36	3	60
October	36	3	54
November	36	3	48
December	36	3	42

- c) 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.
- d) At the beginning of each month (or on the initial date of hire if hired during the first fifteen days of the month) each employee will be credited three (3) hours of Holiday Leave.
- e) In the event that an employee works on the 4th of July, Thanksgiving or Christmas (i.e., Super Holiday) he/she shall be paid at an additional hourly rate of one-half times his/her straight-time hourly rate for each hour worked on the holiday. (Each Holiday is defined as the 24-hour shift that begins the day of the Holiday at 08:00 or 07:00) This rate of pay is equal to an additional half-time pay over his/her regular straight-time rate of pay.
- f) 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 straight-time hourly rate.
- g) 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.
- h) In the event that the employee has a negative balance when they separate from service the negative balance will be deducted from their other compensated leave.
- i) Employees will be cashed out up to 23.75 hours of unused holiday leave at the end of the year. Holiday Leave in excess of 23.75 hours at the end of the year will be forfeited. The cash out will be paid on the first payday of the next calendar year.
- j) 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.

- k) The Union reserves the right to request to transfer 24 hours of Holiday Leave per year from each platoon employee's holiday accrual for the purpose of conducting Union business to the union leave bank, so long as the balance of hours held for Union business is less than 3500 hours. The City agrees to withhold and transfer the agreed upon amount of hours effective February 1st of each year, with the Union declaring the desired transfer by October 1st of the preceding calendar year. The balance of hours will be used for Union business as described in Article 19 – Union Work Replacement. Account balances will be communicated between the Union Treasurer and the Bellevue Fire Department Fiscal Manager and/or their designee upon request on a quarterly basis.

16.2 Holiday Leave for Administrative Assignment (non-platoon) employees

16.2.1 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 floating Holidays.

16.2.2 When an employee's regularly scheduled workday falls on one of the days listed below, they will be given eight (8) hours holiday leave to fully or partially cover the work day. If an employee works an alternative schedule (compressed workweek), any scheduled work hours scheduled for a holiday must be worked sometime during the same work week, or the employee may use other compensated leave to cover the addition hours. When one of these holidays falls on Saturday, eligible employees will be granted 8 holiday hours on the day before the designated holiday as the holiday. When one of these holidays falls on Sunday, eligible employees will be granted 8 holiday hours the day after the designated holiday as the holiday (assuming a Monday through Friday workweek). For employees working a compressed workweek, when the holiday falls on a scheduled day off, the holiday will be moved and taken as follows: on a Monday the employee must take off the Tuesday immediately following as the holiday; when a holiday falls on a Tuesday, Wednesday, Thursday, or Friday the employee must take the day prior to their scheduled day off as the holiday; for the Thanksgiving holiday, if the employee's day off falls on either the Thursday or Friday of the holiday, the employee is required to take the day off prior to Thursday.

16.2.3

- a) New Year's Day – January 1st
- b) Martin Luther King Day – 3rd Monday in January
- c) Presidents Day – 3rd Monday in February
- d) Memorial Day – Last Monday in May
- e) Juneteenth – June 19th
- f) Independence Day – July 4th
- g) Labor Day – 1st Monday in September
- h) Veterans Day – November 11th
- i) Thanksgiving – 4th Thursday in November
- j) Friday after Thanksgiving
- k) Christmas Day – December 25th

16.2.4 If an employee is transferred from a 24-hour shift (platoon) assignment to an Administrative Assignment, the employee will be credited with eight (8) 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.

16.3 Holiday Sell Back

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

Up to 144 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 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.

<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	5	5	10
5 through the end of 9 years	7	7	14
10 through the end of 14 years	9	9	18
15 through the end of 19 years	10	10	20
20 years or more	11	11	22

*Years of Service as defined in Article 1 – Definitions.

- 17.2** Employees working an Administrative Assignment anticipated to last longer than six months 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	4	12	8
5 through the end of 9 years	6	18	12
10 through the end of 14 years	8	24	16
15 through the end of 19 years	9	27	18
20 years or more	10	30	20

*Years of Service as defined in Article 1 – Definitions.

- 17.3**
- A. Employees shall accumulate vacation leave commencing with the date of employment and shall become eligible to use vacation leave the following calendar year.
 - B. 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.
 - C. 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.
 - D. 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. 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.
 - E. 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.

- F. 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 for 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.

ARTICLE 18. LEAVES

18.1 Accruals of Sick Leave:

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

Employees who work twenty-four (24) hour shifts shall accrue sick leave at the rate of six (6) hours per pay period of on-the-job duty or approved credit for eight full shifts of work. Other employees shall accrue sick leave at the rate of four (4) hours of leave per pay period of on-the-job duty.

Sick leave time shall not vest or be available to any employee until he/she has worked for the City a minimum of ninety (90) days.

It is agreed, however, that during the first twelve (12) months of employment, the employee may take up to a total of six (6) shifts off with pay for illness or injury; provided that he/she agrees in writing to pay back the time to the City within a twelve-month period following the 90th day of employment.

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.

18.2 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. Accrued, unused paid sick leave balances of one thousand four hundred and forty hours (1,440) or less will be carried over to the following year. Accrued, unused paid sick leave balances over 1,440 hours will be forfeited on January 1 of each year.

An employee who is reinstated as a regular employee following layoff or separation (within twelve (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, excluding any hours that were paid out at layoff or separation.

18.3 Cash Payment upon Retirement

Upon separation of service with at least twenty (20) years of employment with the City of Bellevue, or upon retirement LEOFF II 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.

18.4 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;
- To care for themselves or a family member (defined as a child, parent, spouse, or registered domestic partner, grandparent, grandchild or sibling) for;
 - Mental or physical illnesses, injuries, or health conditions;
 - The need for medical diagnosis, care, or treatment of mental or physical illnesses, injuries, or health conditions; or
 - The need for preventive medical care.

- During closure of:
 - The employee's City of Bellevue work site (e.g. Highland Community Center, BSC, etc.) by order of a public official for any health-related reason; or
 - An employee's child's school or place of care by order of a public official for any health-related reason.
- To address issues related to domestic violence, sexual assault, or stalking under Washington Domestic Violence Leave Act.

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, except where such notice is not practicable because the need for leave is not foreseeable.

18.5 Requirement for Verification

To insure the health, welfare and safety of the employee and fellow employees, the City may require a physician's certificate or other verification indicating approval for the employee to return to work for absences of personal illness or injury when an absence exceeds three (3) consecutive days that the employee was required to work.

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.

18.6 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.

18.7 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 18.1 and Section 18.2 herein above, except as otherwise provided by law.

18.7.1 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).

18.7.2 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.

18.7.3 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 or other medical certification. The Supplement shall not be paid retroactively for any disability that is claimed pre-dating medical treatment for such disability.

18.7.4 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.

18.7.5 The member's share of the Supplement (12.5%) shall be contributed using a deduction from the member's accrued paid leave (e.g. 3 hours of compensated leave for a 24-hour shift), while available, as its portion of the disability leave supplement.

18.8 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.

18.9 LEOFF I Employees

The provisions for sick leave benefits outlined in Sections 1, 2, 3, 6, and 7 above will not apply to any member of the Washington Law Enforcement and Firefighters Retirement system who established membership in that system on or before September 30, 1977 unless specifically otherwise provided.

18.10 Bereavement Leave

A full-time 24-hour shift employee who has a member of his/her immediate family 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. Immediate family shall be defined in Article 1 – Definitions.

18.11. Emergency Leave

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) requests for such leave shall be made at least twenty-four (24) hours in advance, except in the case of a sudden emergency; 2) such leave is approved by the department head, or his/her designee; 3) such leave does not exceed seventy-two (72) hours; and 4) 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 and is not intended to interfere with the employee's authorized use of accrued, unused paid sick leave.

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

18.12. 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 an 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.

18.13 Qualifying Military Exigency Leave

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

Jury Duty Leave

An employee serving on jury duty shall be excused from his/her regular shift in order to fulfill such service. In the event that 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 the on-duty battalion chief; should the on-duty battalion chief 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.

In the event that 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 as a result of that day's jury duty.

18.14 Family & Medical Leave

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.

Effective January 1, 2020, a paid family and medical leave benefit (PFML), will be available to eligible employees according to the provisions of RCW 50A and the Employer's pertinent policies and procedures. The 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 paid family and medical leave and any surcharges will be collected through a payroll deduction and remitted to the Employment Security Department of Washington State as provided in RCW 50A

- a) Family and Medical Leave 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
- b) LEOFF 2 firefighters who elect not to use the PFML may use up to seventy-two (72) hours of accrued sick leave for a newborn or adopted child. Said sick leave to care for a newborn or adopted child shall be used within thirty (30) days of its birth or adoption.
- c) If the need for leave 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 thirty (30) days, the employee shall provide such notice as soon as practicable.
- d) In all other circumstances, if the need for family or medical leave 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 thirty (30) 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 soon as practicable.

18.15 LEOFF I

LEOFF I members shall be credited with a bank of one hundred twenty (120) hours of paid leave for Washington State Family Care Act Purposes. Said bank may be used in the same manner as used by other bargaining unit members for the Family Care Act. Thereafter, 96 hours of Family Care Act Leave will be added annually which will be cumulative from year to year, up to a maximum bank of two hundred eighty-eight (288) hours and will have no cash value if not used or upon separation from employment.

18.16 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.

ARTICLE 19. UNION WORK REPLACEMENT

19.1 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 twenty-four (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 is able to 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.
- d) When the Union is unable to obtain an officer for Union Work Replacement (UWR) then the officer count restriction will be relaxed to allow the Union to provide a qualified replacement for a period not to exceed ten (10) hours with the approval of the Battalion Commander. 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 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:
 - Contingent upon sufficient staffing being available the day of the meeting so backfill is not required.
 - Cost neutral to the City, so as to not incur extra cost to the City.
 - The Union agrees to cover any extra costs.
 - As deemed appropriate by the Chief of the Department or his/her designee.

19.3 The President of the Union, or his/her designee, will provide a list of required representative(s) as needed. 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.

19.4 Department operational staffing levels will not be reduced for the purpose of providing coverage for representative(s) required to appear at the above activities.

19.5 The Employer and the Union agree to create a Union Leave bank.

The Union leave bank is a bank of transferred Holiday Hours from platoon employees to provide leave for Union Officials, or their designees, to attend conventions, conferences, seminars, and meetings related to grievances, discipline investigation, contract administration, labor relations training, or other activities related to the union's role in representing employees, provided that written notification from a Union Officer is received by the Fire Chief, or their designee, no more than ninety (90) days in advance. The Union will strive to provide two (2) calendar days' notice in advance of such time off.

If the union leave bank is depleted, the Union will reimburse the City for costs associated with union leave approved by the Union Officer.

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. The Union has not waived any bargaining right available under RCW Chapter 41.56, including either decision or effects bargaining, and there are no clear and unmistakable waiver in this Article.

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]

- A. 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.
- B. To recruit, hire, promote, transfer, assign, and retain employees.
- C. To lay off employees for lack of work or funds or other legitimate reasons.
- D. To determine number of personnel (e.g., total per shift and per equipment), the methods and equipment for operations of the department.
- E. To fill vacancies subject to Civil Service Rules and Regulations.
- F. To appoint employees to positions within the bargaining unit.
- G. To assign work and overtime.
- H. To classify jobs.
- I. To determine the duties to be performed by employees in classifications included in the bargaining unit.
- J. To determine shift business hours.
- K. To determine the length of shifts, starting and quitting times.
- L. To schedule work.
- M. To direct employees.
- N. To discontinue work that would be wasteful or unproductive.
- O. To make and modify rules and regulations for the operation of the department and conduct of its employees.
- P. To determine reasonable training standards and assign required training.
- Q. To determine physical, mental, and performance standards.
- R. To control Fire Department budget.
- S. To take any action necessary in event of emergency.

ARTICLE 21. MAINTENANCE OF CREWS/HEALTH AND SAFETY COMMITTEE

21.1 Employer-Union Safety Committee

This article creates an Employer-Union Safety Committee composed of three representatives appointed by the Employer and three representatives appointed by the Union. The Committee shall meet at least once each calendar quarter or more often as agreed upon by the Committee to discuss matters concerning health and safety and to make recommendations, where possible and appropriate, to the Chief regarding such related issues.

21.2 Maintenance of Crews

The Employer shall generally strive to maintain the individual crews at their authorized strength at all times.

ARTICLE 22. UNION COMMUNICATIONS

22.1 Union 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

22.2.1 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

22.2.2 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 will ensure all applicable laws following such technologies are followed diligently.

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.

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.

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 him; 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.

Step 2

If the grievance is not settled in Step 1, it shall be referred in writing to the Fire Chief, with a copy to Human Resources, 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.

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 days 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/her.

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 on 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 during the term of this Agreement. 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

27.1 Effective commencing with plan year 2020

27.1.1 Medical coverage shall be provided in accordance with state and federal laws in existence at any given time during the term of this agreement.

27.1.2 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's 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.

27.1.3 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 such changes may be necessary to avoid paying any federal excise tax. Should the City elect to make changes to the Bellevue Health Plans, the Union has the right to negotiate any impacts of such changes within thirty (30) days after any such changes take effect.

27.2 Plan Year: The Health Care Plan Year shall be defined as January 1 - December 31.

27.3 Premiums for Health Coverage

27.3.1 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.

27.3.2 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.).

27.4 Medical Premium Sharing Formulas

27.4.1 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.

27.4.2 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.

27.5 Health Plans and Rates

27.5.1 Medical Plans: - Premera Choice or Core and HMO Kaiser Permanente: Employees will be eligible to enroll themselves and dependents at hire, open enrollment, or at a qualifying event in either the Core or Choice plan administered by Premera, or the HMO option administered by Kaiser Permanente

27.5.2 Premera Choice Plan: Beginning with plan year commencing January 1, 2019, employees will have the option to enroll themselves and dependents in the Premera Choice plan. The employee monthly premium contributions for the Choice plan will follow the premium sharing formulas as outlined in Section 27.4 above.

27.5.3 The City shall retain the right to select insurance carriers, administrators, change plans, and to self-insure benefits.

27.5.4 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.

27.5.5 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.

27.5.6 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.

27.5.7 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.

27.5.8 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 may not elect independent hardware vision coverage.

27.5.9 Flexible Spending Arrangement (FSA):

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

Should the value of all City-offered medical coverage offerings be below the excise tax threshold in a given benefit year the City will make reasonable efforts to offer the health care FSA at a reduced level so long as no excise tax penalties are incurred because of the health care FSA. However, the City will not offer a health care FSA in any circumstance where the maximum deferral limit for health care FSA participants would have to be less than \$1,200.00 per year to avoid incurring any excise tax penalties because of the health care FSA.

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

27.6 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.

27.7 Malpractice Insurance:

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. MEBT - MUNICIPAL EMPLOYEE BENEFIT TRUST

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 29. MERP – MEDICAL EXPENSE REIMBURSEMENT PROGRAM

- 29.1** The City shall allow bargaining unit members to participate in the Washington State Council of Firefighters M.E.R.P. (Medical Expense Reimbursement Program). By acting as a payroll agent, the City shall withdraw the contribution amount (on a pre-tax basis) from each bargaining unit member's salary and forward the monies to the WSCFF Employee Benefit Trust. The Union will provide the assistance of the Treasurer from IAFF Local 1604, if needed, and requested by the City to assist with setup and troubleshooting. The only obligation of the City shall be to perform payroll deduction during the term of the contract. The City shall have no legal obligation(s) to MERP.
- 29.2** 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 rate one time annually with thirty (30) days' advance notice.
- 29.3** These contributions shall be included as salary for the purpose of calculating retirement benefits, to the extent authorized by the Department of Retirement Systems (DRS). M.E.R.P. contributions will be withdrawn in the paycheck opposite of which Union dues are withdrawn.
- 29.4** The City will cooperate with the WSCFF Employee Benefit Trust, and the Treasurer from IAFF Local 1604 in allowing a payroll audit to ascertain if the proper amount of contributions have been made if necessary.

ARTICLE 30. ANNUAL FITNESS EVALUATION – FITNESS TESTING

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.

1. The parties agree that an annual cardio sub-maximal fitness exam ("CSFE") for all members subject to Operations shall be mandatory.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.

10. The parties agree to the content of the Annual Fitness Assessment form and to the [standardized form setting forth the required metabolic output standards].
11. The parties agree that each member, unless exempted per this Article, shall complete all the components on the Annual Fitness Assessment.
12. 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
13. 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.
14. 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 Article and Corrective Action Matrix shall be enforced pursuant to the grievance procedure in the parties' current collective bargaining agreement.
15. 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 15 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 31. PHYSICALLY CAPABLE

31.1 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 licensed 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")

31.2 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.

31.3 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.

31.4 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.

31.5 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.

31.6 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 32. DRUG/ALCOHOL TESTING

The City and Union agree to the adoption of the following policy to ensure workplace safety from substance abuse:

32.1 Application

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

32.2 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 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 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.

32.3 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:

- a. alcohol
- b. cannabis/marijuana
- c. cocaine
- d. heroin
- e. opium or opiates
- f. phencyclidine (PCP)
- g. lysergic acid diethylamide (LSD)
- h. barbiturates
- i. amphetamines or methamphetamines
- j. methaqualone
- k. mescaline

- l. glutethimide
- m. phencyclidine
- n. procyclidine
- o. other controlled substances as now defined, or hereinafter defined, under RCW 69.50.101
- p. 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
- q. 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	300ng/ml
Opiate metabolites	2,000 ng/ml
(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 ng/ml
Cocaine metabolites	150 ng/ml
Opiate metabolites	300 ng/ml
(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 While Intoxicated (DWI) 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.

32.4 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 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.

3. 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.

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.

4. 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.
5. 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.
6. 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.
7. 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.
8. 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.

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.

9. 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.
10. 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.
11. 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.

32.5 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 33 STATE AND FEDERAL EMERGENCY MOBILIZATION

33.1 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 eight (8) hours of regular pay, and four (4) hours of Overtime for a twelve (12) hour shift. A "B Shift" employee would receive twelve (12) hours of Overtime for a twelve (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.

33.2 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.

33.3 In the event the employer determines that employees are required to respond to the mobilization, all employees deployed shall be paid portal to portal, twenty-four (24) hours a day, for the length of their deployment. Maximum deployment length for employees required to respond shall be three (3) days — at which time the employer shall facilitate the rotation of personnel.

33.4 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.


33.5 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 34. TERMS OF AGREEMENT

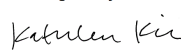
The terms of this Agreement shall be in full force and effect on January 1, 2023, or as otherwise mutually agreed through, December 31, 2023, upon ratification and approval of both parties.

Dated: 2/4/2023

Dated: 2/6/2023

DocuSigned by:

085D762A3157471...
Representing IAFF Local 1604
DocuSigned by:
Michael A. Brennan
27C2478DFB36474...
Representing City of Bellevue

Approved as to Form:

DocuSigned by:

760F273191094B4...
Assistant City Attorney

APPENDIX "A" – MONTHLY SALARIES
to the AGREEMENT between the
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS UNION, LOCAL #1604
Representing Firefighters
and the
CITY OF BELLEVUE
2023

A.1 Monthly Salaries

A.1.1 2023 Monthly Salaries

Effective January 1, 2023, the monthly salary rates in effect on December 31, 2022, shall be increased by 8.89%.

A.1.2 Wage Chart

2023 Monthly						
PP-Rng	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5
F01	Firefighter	\$7,721.87	\$8,098.88	\$8,685.02	\$9,245.63	\$9,818.02
F02	Firef/Engineer			\$9,119.27	\$9,707.91	\$10,308.92
F01	Firef/Staff Asst.			\$9,206.12	\$9,800.37	\$10,407.10
F03	Firef/Paramedic			\$10,031.20	\$10,678.70	\$11,339.81
F04	Fire Lieutenant				\$10,748.04	\$11,413.45
F05	Fire Lieutenant (MSO)				\$11,822.85	\$12,554.79
F06	Fire Captain				\$11,822.85	\$12,554.79
F07	Fire Captain (MSO)				\$13,005.13	\$13,810.27

A.2.2 Wage Differentials

The salary relationships between ranks/assignments/specialties are as follows:

- Firefighter/Engineer: 105% of Fire Fighter
- FF/Staff Assistant: 106% of Fire Fighter
- Firefighter Paramedic: 115.5% of Fire Fighter;
- Fire Lieutenant: 116.25% of Fire Fighter
- Fire Lieutenant Specialties: 110% of Fire Lieutenant
- Fire Captain: 110% of Fire Lieutenant
- Fire Captain Specialties: 110% of Fire Captain
- Administrative Assignments (excluding "modified duty"): 110% of the employee's base wage (i.e. FF/Admin is 110% of Fire Fighter)

A.3 Probationary Pay Steps

A Captain shall advance to Step 5 upon completion of twelve (12) months in Step 4.

The transition from Lieutenant pay step 4 (probationary) to pay step 5 (top step) shall be set according to article 15.1.4 according to their accumulated hours of Acting Lieutenant and Lieutenant time.

The Step 4 rate for Fire Lieutenant Specialties shall apply to employees assigned in those positions while in the status of probationary lieutenant. The Step 4 rate for Fire Captain Specialties shall apply to employees assigned in those positions while in the status of probationary captain.

A.4 Specialty and Assignment Pay

The City of Bellevue agrees to pay the specialty or assignment salary stated in A.2 when employees in the bargaining unit are assigned the special duties and responsibilities in the specialty or assignment positions listed in A.2.

A.5 Premium Pay

Receipt of all premium pay shall be contingent upon the specific assignment and the continuous performance of the assigned duties. The City retains the right to make reassignments that result in a loss of premium pay.

In addition to regular pay, the following amounts shall be paid to designated employees each pay period, unless specified otherwise.

A.5.1 Paramedics: (Percentage as stated in Appendix A.2)

Receipt of Paramedic Pay shall be contingent upon maintenance of a valid paramedic certificate, and upon continuous application of those skills in the City's Mobile Intensive Care units.

A.5.2 Breathing Apparatus Repair Specialist(s): 2% of Step 5 Fire Fighter.

Lead Breathing Apparatus Repair Specialist: 4% of Step 5 Fire Fighter.

The Lead Breathing Apparatus Repair Specialist shall only receive the additional 4% premium (not the 4% plus the 2% Breathing Apparatus Repair Specialist premium).

A.5.3 Small Equipment and Hose Repair Specialist: 2% of Step 5 Fire Fighter.

A.5.4 Map/Prefire Specialist: 2% of Step 5 Fire Fighter.

A.5.5 Hazardous Materials Specialists: 2% of Step 5 Fire Fighter.

Lead Hazardous Materials Specialist: 4% of Step 5 Fire Fighter.

The Lead Hazardous Materials Specialist shall only receive the additional 4% premium (not the 4% plus the 2% Hazardous Materials Specialist premium).

A.5.6 Paramedic Students:

A.5.6.1 Paramedic students starting class prior to Dec 31, 2017, shall receive a Paramedic trainee stipend in accordance with the MOU signed last on December 9, 2014.

A.5.6.2 Paramedic students starting class after July 2018 will be paid an additional amount equal to 5% of Step 5 Fire Fighter.

Vacation, sick leave and holiday accruals will be adjusted to the 40-hour accruals at the beginning of the first month after training starts.

Paramedic students will receive overtime for all hours worked in excess of 176 hours in a 28-day period. The first period will begin on the first day of paramedic training. If the student does not work a minimum of 160 hours, in a 28-day period, holiday or vacation hours will be used to make up the difference between the hours worked and 160.

If a paramedic student must work or attend class/training on one of the City of Bellevue recognized holidays, the student will receive their holiday pay in addition to overtime for all hours worked that day.

A.5.7 Shift Pay(s):

A.5.7.1 Tiller Operator:

Qualified Tiller Operator(s) shall receive a premium equal to 2.5% of Step 5 Firefighter, only for those hours when actually assigned to work the Tiller Operator position. (Tiller Operator pay is applicable only to Firefighter/EMTs and excludes Firefighter/Engineer, Firefighter/Paramedic, Firefighter/Staff Assistant and Officers.)

A.5.7.2 Aid Car:

Employees assigned to the Aid Car shall receive a premium equal to 2% of Step 5 Firefighter, only for those hours when actually assigned to work in the Aid Car position. (Aid Car pay is applicable only to Firefighter/EMTs and excludes Firefighter/Engineer, Firefighter/Paramedic, Firefighter/Staff Assistant and Officers).

A.5.8 Truck Pay: Employees regularly assigned to a truck company shall receive an additional 2.5% of their base wage. Employees detailed to a truck company shall receive no additional pay for truck company work.

A.5.9 Specialty Lead Pay: Eight (8) Technical Rescue Lead specialties have been established as listed below. Each lead will receive an additional 2% of their base wage, effective upon assignment. No more than one (1) lead will be assigned to each specialty. The Technical Rescue Specialty Lead pay may be in addition to Truck Pay

A.5.9.1 The following are recognized as the specialties for Lead Pay:

1. Structural Collapse
2. Auto Extrication
3. Rope Rescue
4. Confined Space Rescue
5. Trench Rescue
6. Surface Water Rescue
7. High Threat Response
8. Wildland Coordinator

A.5.10 CPR Instructor Pay: CPR Instructors shall be paid at the contractual overtime rate for hours worked while performing assigned duties related to the CPR Program.

- Primary instructor shall receive a minimum of three (3) hours overtime per class.
- Additional instructors shall receive a minimum of two (2) hours overtime per class.
- Fire Department personnel that instruct CPR that are not part of the bargaining unit shall be paid at Step 5 firefighter overtime rate for the hours worked while instructing CPR. However, if the Department first seeks bargaining unit personnel to instruct and no unit personnel volunteer, the Department may hire other Fire Department personnel as their straight-time hourly rates, without overtime, or use unpaid volunteers.

A.6 Proficiency Requirements

A.6.1 Firefighter

All employees hired in the position of Firefighter on or after January 1, 1976 shall obtain performance step increases in accordance with the following proficiency schedule:

1. An employee shall advance to Step 2 upon satisfactory completion of six (6) months' probation which shall include the fire training academy.
2. An employee shall advance to Step 3 upon completion of twelve (12) months in Step 2 and certification as an Emergency Medical Technician (EMT).
3. An employee shall advance to Step 4 upon completion of twelve (12) months in Step 3 and continued certification as a valid EMT.
4. An employee shall advance to Step 5 upon completion of twelve (12) months in Step 4, and maintenance of a valid EMT Certificate, as provided by the Department while such employee is on an on-duty status.

An employee hired between the 1st and the 15th of the month will be given the step raise on the 1st of the month. An employee hired after the 16th of the month will be given the step raise on the 1st of the following month.

It is the intent of these requirements that all employees above Step 2 maintain a valid EMT. For employees who have achieved Step 5 in the above schedule, failure to maintain a valid EMT Certificate shall result in a one-step reduction in pay until such time as the employee reestablishes his/her certificate.

A.7 Paramedic Vesting

For employees who qualify for vesting, pay shall be frozen until such time as it, including paramedic premium pay, is equal to 5% above the pay of a Step 5 Firefighter. Thereafter, such employees shall continue to receive the 5% premium until termination or promotion to another rank. However, employees who are at the rank of Lieutenant or Captain shall have their pay frozen until such time as the regular pay for their rank equals the pay, including paramedic premium pay, they were last receiving as a Lieutenant/Paramedic or a Captain/Paramedic, whichever is applicable.

The conditions and procedures which shall govern the processes by which paramedics may leave and claim the paramedic vesting provisions are as follows:

1. Qualifications for vesting:
 - a. At the time of the request must be a firefighter/paramedic and,
 - b. The employee must have completed five (5) years of service as a paramedic by the time of the employee's departure from the program (from time of certification to the time of departure from the program) and,
 - c. The employee must submit a letter to the Chief of the Department requesting vesting benefits by April 1st for vesting July 1 of the following year and,
 - d. The employee is not currently subject, at the time of request for vesting, to any form of sanction, suspension, or disciplinary action.
2. Except for emergency situations where there are serious illness or injury or medical conditions, employees must give notice prior to March 1st of each calendar year of their intent to request vesting on July 1 of the next calendar year.

3. One employee is guaranteed the ability to receive reassignment with vesting benefits under this section per calendar year provided they meet the qualifications for vesting. Ordinarily the Department will send one or more trainees to each year's paramedic school unless the Department has no need of additional paramedics and there are no requests for reassignment under Paragraph 2 above. However, the Department reserves the right to make the final decision as to whether or not to train additional personnel. The Department will endeavor to make a decision by May 1 of each year the number of employees that will be sent, if any, to paramedic school.
4. In order for the employee to receive and/or continue to receive the vesting benefit, the employee must maintain a current EMT certificate or equivalent.
5. Employees requesting reassignment with vesting benefits shall be selected on the following priority basis: First consideration shall go to employees that have health issues (physical, behavioral, etc.); second consideration shall be on the basis of years of service as a paramedic; and third consideration shall be on the basis of total years of service in the Department in the rank of firefighter or above.
6. Receipt of paramedic vesting benefits shall be automatic if a paramedic is reassigned by Fire Administration for its business reasons after five (5) years of service as a paramedic. Employees reassigned for business reason(s) shall not be counted toward the minimums, which may apply in any year. Employees reassigned hereunder shall be entitled to a written statement of the business reason(s) of the employer.
7. An employee who requests and receives reassignment from the paramedic service, knowing that the granting of the request will cause Fire Administration to exceed the annual quota, i.e., more than one, shall not be entitled to vesting benefits. Fire Administration may unilaterally increase the annual quota for any year.
8. No employee shall be barred from requesting reassignment from paramedic duties by virtue of this Section and its annual quotas. Fire Administration will honor such requests in excess of the annual guarantee as it deems in the best interests of the paramedic program. Employee(s) shall be notified if their reassignment request would not come with vesting benefits. At that time the employee(s) may choose to remain in the program. Those requesting reassignment hereunder shall not have their pay frozen and shall not vest, unless authorized by Fire Administration under Paragraph 7 above.
9. Reassignment by the employer for any of the following reasons shall not entitle the employee to vesting benefits:
 - a. After removal from the Medic I program by the supervising director or after discipline for just cause.
 - b. For failure to maintain paramedic certification under the requirements of Washington State Law and the King County Emergency Medical Services Officer.
10. The parties do not seek to alter in any way the rights and responsibilities of management with respect to the transfer or reassignment of employees.

The provisions of Article 8. Vacancies-Promotions shall not operate as a waiver of the Union or Employer of any rights pursuant to RCW 41.56 or 41.08, to the extent required by law.

APPENDIX “B” – EDUCATION / LONGEVITY
to the AGREEMENT between the
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS UNION, LOCAL #1604
and the
CITY OF BELLEVUE
2023

B.1 Educational Incentive

The educational incentive premium plan for employees covered by this Agreement shall be computed as a percent, indicated below, of base salary for approved college credits. Such premium shall not be included as part of the employee's base pay except as required by law.

Position	45 credits*	Associate Degree – Fire Technology	B.A. or B.S.
Firefighter and Firefighter/Paramedic	2.5%	3.5%	4.0%
Lieutenant	2.5%	4.0%	4.5%
Captain	2.5%	4.5%	5.0%

Recognizing that the City has a vested interest in the training and specialized skills that an employee gained during his/her tenure with the City and that as the employee progresses through his/her career, he/she begins to look toward his/her retirement benefits, education premium pay will be added to the employee's base rate of pay solely for the purpose of retirement contributions. These rates shall not be used for any other purpose, including for the computation of overtime.

45 Credit Educational Incentive can be Earned in the Following Manner:

1. Completing 45 credits of prerequisite, core, or general undergraduate requirement credits towards a two or four-year degree at an accredited college or university. Such credits shall apply to the general education requirements or electives required for a fire service-related degree, as evaluated by Commander, Training division.
2. Vested and/or promoted former paramedics who have completed the University of Washington School of Medicine and Harborview Hospital paramedic training are eligible to collect the 45-credit educational incentive. Members assigned to the Medic 1 program and who are collecting Paramedic Premium are NOT eligible for collecting the incentive until they are vested and/or promoted.

B.2 Longevity Pay

The following longevity pay schedule shall apply:

- 1% at completion of 5 years (month 61)
- 3% at completion of 10 years (month 121)
- 6% at completion of 15 years (month 181)
- 8% at completion of 20 years (month 241)
- 10.5% at completion of 25 years (month 301)
- 13.5% at completion of 30 years (month 361)
- 14.5% at the completion of 35 years (month 421)

**APPENDIX “C” - MOVEMENT BETWEEN PLATOON AND
NON-PLATOON DUTY**
to the AGREEMENT between the
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS UNION, LOCAL #1604
and the
CITY OF BELLEVUE
2023

**Movement Between Platoon and Non-Platoon Duty
Holiday, Vacation, and Sick Leave Hours**

When employees are moved between platoon duty and non-platoon duty for extended periods, more than six months, accrual rates (defined elsewhere in this agreement) affecting sick leave, vacation leave and holiday hours change. 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.

Refer to Article 16. Holidays for holiday hours effective beginning January 1, 2018.

Vacation Leave (as defined in Article 17. Vacation Leave)

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 18. Leaves) – There is no conversion for sick leave.

APPENDIX “D” – SERVICE LONGEVITY AWARDS
to the AGREEMENT between the
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS UNION, LOCAL #1604
and the
CITY OF BELLEVUE
2023

<p>To clarify the Service Award Program for bargaining unit personnel, the following shall apply:</p> <p>Years of Service</p>	<p>Service Longevity Award Applicable to the Bargaining Unit</p>
<p>5 Years</p>	<p>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.</p>
<p>10 Years</p>	<p>A letter of appreciation from the city manager, a certificate of service signed by the City Manager and the Mayor, an additional sixteen (16) hours of vacation leave, and a \$100 bonus.</p>
<p>15 Years</p>	<p>A letter of appreciation from the city manager, a certificate of service signed by the City Manager and the Mayor, an additional sixteen (16) hours of vacation leave, and a \$150 bonus.</p>
<p>20 Years</p>	<p>A letter of appreciation from the city manager and mayor, a certificate of service signed by the City Manager and the Mayor, an additional sixteen (16) hours of vacation leave, and a \$200 bonus.</p>
<p>25 Years</p>	<p>A letter of appreciation from the city manager and mayor, a certificate of service signed by the City Manager and the Mayor, an additional sixteen (16) hours of vacation leave, and a \$250 bonus.</p>
<p>30 Years</p>	<p>A letter of appreciation from the city manager and mayor, a certificate of service signed by the City Manager and the Mayor, an additional sixteen (16) hours of vacation leave, and a \$300 bonus.</p>
<p>35 Years</p>	<p>A letter of appreciation from the city manager and mayor, a certificate of service signed by the City manager and the Mayor, an additional sixteen (16) hours of vacation leave, and a \$350 bonus.</p>
<p>40 Years</p>	<p>A letter of appreciation from the city manager and mayor, a certificate of service signed by the City Manager and the Mayor, an additional sixteen (16) hours of vacation leave, and a \$400 bonus.</p>
<p>45 Years</p>	<p>A letter of appreciation from the city manager and mayor, a certificate of service signed by the City Manager and the Mayor, an additional sixteen (16) hours of vacation leave, and a \$450 bonus.</p>
<p>50 Years</p>	<p>A letter of appreciation from the city manager and mayor, a certificate of service signed by the City Manager and the Mayor, an additional sixteen (16) hours of vacation leave, and a \$500 bonus.</p>