

# AGREEMENT

By and Between  
CITY OF BELLEVUE, WASHINGTON

And

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

Representing the  
Utilities, Parks, Transportation,  
and Finance & Asset Management  
Employees

January 01, 2023, through December 31, 2026





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

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

### **ARTICLE 1 DEFINITIONS**

- 1.1 As used herein, the following terms shall be defined as follows:
  - 1.1.1 "Employer" shall mean the City of Bellevue, Washington.
  - 1.1.2 "Union" shall mean Public, Professional & Office-Clerical Employees and Drivers Local Union No. 763, affiliated with the International Brotherhood of Teamsters.
  - 1.1.3 "Bargaining Unit" shall mean all regular maintenance and operations employees (outside and shop) performing work traditionally assigned to positions in the bargaining unit (i.e. positions listed in Appendix A).
  - 1.1.4 "Departments" are defined as Utilities, Parks, Transportation, and Finance & Asset Management. "Division" shall be defined as the "functional work unit" within the respective Department. Any assignment to lower positions within the Department or Division shall be consistent with the guiding principles set forth in Article 11.2.
- 1.2 "Regular Fully-benefited Full-Time" employee shall be defined as an employee who has successfully completed a trial service period as defined in Article 10.1 and who regularly is compensated 40-hours per week in a regular position. A fully benefited employee assigned to work less than 40 hours a week will earn a prorated number of vacation and sick leave accruals, and holiday leave which reflects the proportion of his/her regularly scheduled work week is to a work week of 40 hours. Proration is necessary to determine the benefits outlined

in pertinent Articles.

- 1.3 Partially benefited (seasonal, variable and part-time) employees shall be defined according to the City of Bellevue Employment Status Definitions in effect as of the date of execution of this agreement, and all rules in those definitions shall apply. In lieu of being covered by the provisions of the articles of the parties' labor agreement (which is applicable to regular and limited term fully-benefited employees as defined herein), partially benefited employees shall be paid pursuant to the partially-benefited employee wage schedule set forth in Appendix "B".
  - 1.3.1 Overtime Work - With regard to overtime work, the City will make an effort to offer fully-benefited employees overtime work before partially-benefited; however, the City reserves the right to use partially-benefited when time constraints require expedited decision making.
  - 1.3.2 Usage - The intent of the parties is that partially-benefited employees will be limited to cover peak and seasonal work, intermittent fluctuations in volumes of work, and for replacement of employees who are on approved leave, emergencies, and short-term coverage of vacancies. Issues arising around the usage of partially-benefited employees shall be referred to LMCC under Section 17.8 of this Agreement.
- 1.4 "Excluded Employee" shall mean all other employees of the Employer, who shall be exempt from any and all provisions of the Labor Agreement.
- 1.5 "Immediate Family" shall mean an employee's Parents (natural, step, adopted, foster, or an individual who stood in loco parentis to an employee when the employee was a son or daughter), Siblings, Spouse, Mother/Father-in-law, Daughters/Sons-in-law, Domestic Partner, Mother/Father of domestic partner, Spouses of children of domestic partner, Children/Child (biological, adopted, step, foster, legal wards, domestic partner's child, or a child of a person standing in loco parentis) who are under 18 or adult children 18 and older who are incapable of self-care because of a mental or physical disability, Grandparents, Great-grandparents, Grandchildren, and Great-grandchildren. For purposes of Military Caregiver Leave, there is no age restriction.
- 1.6 Domestic Partner, for benefits under this contract and at the City generally, is as defined in the Human Resource Policies and Procedures Manual.
  - 1.6.1 Should the City change the definition of 'domestic partner' in such a way that limits benefits eligibility for current beneficiaries, the parties agree that those dependents covered as of the date of ratification of this agreement will continue to be eligible for benefits under the prior definition (i.e., the definition as of January 1, 2019) of 'domestic partner' until December 31, 2022, after which eligibility will be determined by the City's definition at that time. The parties also agree, however, that if the City elects to change the definition of 'domestic partner' in such a way that limits the eligibility of dependents, no new dependents shall be added under the prior definition of domestic partner after January 1, 2021.

- 1.7 Limited Term Employee – It is understood and agreed by and between the Employer and the Union that in addition to Regular fully-benefited employees, the bargaining unit shall include Limited Term Employees (LTE). This category of employees shall be consistent with Bellevue City Council Ordinance No. 6153, as signed March 3, 2014, establishing the category of Fixed Term Employee except as modified herein.
- 1.7.1 A Limited Term Employee is an employee hired into a fully-benefited position for a specific project with a specific ending date. The position shall last only for so long as the project or specific need for which it was created exists, but in no event longer than three (3) years. Any employee working as a Limited Term Employee shall be an at-will employee and shall only be entitled to the following benefits, on the same terms and conditions as a newly hired regular status employee:
1. Health Insurance
  2. State Retirement (PERS)
  3. Holiday Pay
  4. Vacation Leave
  5. Sick Leave
  6. Bereavement Leave
  7. Eligibility for Municipal Employees Benefit Trust (MEBT).
- 1.7.1 MEBT vesting, accelerated vesting, and all other provisions of MEBT shall be according to the MEBT plan document.
- 1.7.2 Limited Term Employees, by definition, will be let go on or before the expiration of their limited term assignment. As such, Limited Term Employees shall not be eligible for severance or other layoff/recall rights or benefits upon termination except as required by law.
- 1.7.3 Limited Term Employees may apply for any open position with the Employer, including a regular Full Time Equivalent position. The Limited Term Employee shall receive the same consideration and review as any other “in-house” candidate, for any open position, provided they are employed with the Employer at the time they apply for the position.
- 1.7.4 If a Limited Term Employee is hired into a regular Full Time Equivalent position while still employed by the Employer or within 60 calendar days following a separation of employment from the Employer, their service credit date, for all purposes, shall be established as the original date of hire as a Limited Term Employee (subject to 1.7.1, item 7. – MEBT Eligibility).
- 1.7.5 If a Limited Term Employee has a separation of employment from the Employer and is later hired into a subsequent Limited Term position, his or her service credit date, for all purposes, shall be established as the date of hire in the subsequent Limited Term position and no prior service credit shall be granted.

- 1.7.6 Limited Term Employees shall be hired at a pay step consistent with Appendix A; provided however, a market premium of up to twenty percent (20%) may be added where necessary to attract qualified candidates to a limited term position. If the Limited Term Employee is hired into a regular position, the market premium shall be eliminated.
- 1.7.7 Limited Term Employees shall be laid off prior to regular employees within the affected classification, and in reverse order of service among Limited Term Employees, provided that those remaining within the affected classifications can provide equal qualifications and job performance.
- 1.8 "Service Credit Date" shall mean the date assigned to each regular or limited term status employee based upon his/her most recent date of hire into a regular or limited term position with the Employer. An employee whose hire date occurs on or between the first and the fifteenth of any month will establish their service credit date on the first of that month. An employee whose hire date occurs on or between the sixteenth and the last day of the month will establish their service credit date on the first of the following month. The service credit date will be used in setting step increase schedules, establishing vacation accrual rates, earning service awards and determining length of service for retirement purposes.

## **ARTICLE 2 RECOGNITION, UNION MEMBERSHIP, & PAYROLL DEDUCTION**

- 2.1 Recognition – The Employer recognizes the Union as the exclusive bargaining representative for the employees in the bargaining unit.
- 2.2 Union Membership – The Employer and the Union agree that membership is voluntary and the Union encourages all employees covered hereunder to become and remain members in good standing of the Union.
  - 2.2.1 Partially-benefited employees shall, after their initial two months of continuous service, be eligible to become bargaining unit members for the limited purposes described in Section 1.3.2 (Usage) and shall pay to the Union dues should they elect to become and remain a member in good standing of the Union.
- 2.3 Payroll Deduction – Upon the proper written authorization of an employee, the Employer shall deduct from the pay of such employee the monthly dues, service fees and initiation fees as certified by the Union and shall transmit the same to the Secretary-Treasurer of the Union. The Union shall hold the Employer harmless against any claims brought against the Employer by an employee arising out of the Employer making a good-faith effort to comply with this Section. An employee may revoke authorization for payroll deduction of payments to the Union by written notice to the City and the Union. The City will cease the dues deduction the next scheduled deduction after receiving notice of revocation of the authorization from either the Employee or Union. The City shall notify the Union within 15 working days when it receives a notice of revocation.
  - 2.3.1 Democratic, Republican, Independent Voters Education Drive (DRIVE): Upon the proper



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

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

- 2.4 Union Notification – Within ten (10) working days from the date of hire of an employee, the Employer shall forward to the Union the name and address of the new employee. The Employer shall notify the Union of all employees leaving its employment within ten (10) working days thereafter. When hiring partially-benefited employees, the Employer shall notify the Union of the name, work unit, date of hire and anticipated duration of employment.
- 2.5 Access to New Members - The Employer will provide the Union reasonable access to all newly hired persons entering the bargaining unit within ninety (90) days of such hire or entry into the unit. The Employer will allow the Union up to thirty (30) minutes to meet with such newly hired persons entering the bargaining unit. The access can occur either as the last item during orientation or at a mutually agreed upon time between the Employer and the Union. The Union's right to meet with newly hired persons entering the bargaining unit shall occur during the employee's normal working hours and at their usual worksite, usual site of orientation, or a mutually agreed upon location. Reasonable access is limited to one representative of the union and a single shop steward. Employees have the option to attend or not attend the union's new hire orientation.

### **ARTICLE 3 BULLETIN BOARDS AND UNION OFFICIALS TIME OFF**

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

3.2 Union Officials Time-Off – An employee who holds a Union position (Shop Steward and/or a member of the Negotiating Committee or other member designated by the Union) may be granted time-off while conducting business vital to the employees in the bargaining unit provided:

- They notify the Employer in writing at least forty-eight (48) hours prior to the time-off period;
- The Employer is able to properly staff the employee's job duties during the time-off period;
- The wage cost to the Employer is no greater than the cost that would have been incurred had the employee not taken time-off; and
- Employees shall not transact Union business while working on shift which in any way interferes with the operation or normal routine of any department.

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

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

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

#### **ARTICLE 5 HOURS OF WORK**

5.1 Workweek – At the discretion of the Employer, the seven (7) day workweek for full-time employees shall consist of five (5) consecutive eight (8) hour days, or four (4) consecutive ten (10) hour days, exclusive of the meal period, or other work weeks (e.g., 9/80 schedule) mutually agreeable to the employee and the Employer.

5.1.1 As required by Fair Labor Standards Act, each employee's seven (7) day work week shall be defined as a seven (7) consecutive day period selected by the Employer and consisting of one hundred sixty-eight (168) hours from beginning to end for overtime purposes.

5.2 Starting Times – Each full-time employee shall be assigned a weekly schedule which shall not be changed once the employee reports to work for his/her assigned workweek.

5.2.1 In the event a full-time employee's weekly schedule is changed after the workweek has begun, he/she shall be paid overtime at one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay for all hours worked outside of the employee's assigned work schedule. Changes to the schedule at the employee's request, and such accommodation, shall not be subject to 1-1/2 time [overtime pay] per this paragraph.

- 5.3 Rest Breaks – The Employer shall provide each employee with a fifteen (15) minute rest break during the first four (4) hour period of the workday and a second fifteen (15) minute rest break during the second four (4) hour period of the workday. The employee shall remain within the area subject to immediate callback should the workload require it. The Union and the employees shall work with the Employer to insure that rest breaks are not abused but are used within the time frames and for the purpose intended.
- 5.4 Meal Periods – The Employer shall provide each employee with an unpaid one-half ( ½ ) hour for a meal between the third (3rd) and fifth (5th) hour of each shift.
- 5.5 Alternative Work Schedules – The fifteen (15) minute rest breaks and one-half (1/2) hour meal periods for alternative work schedules shall otherwise be administered at intervals as required by applicable state law.

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

- 6.1 "Overtime" – For full-time regular and full-time limited term employees, all hours compensated in excess of the normal daily scheduled shift (e.g. eight (8) hours at straight time in one (1) day on a 5/8's schedule, or an excess of forty (40) hours at straight-time in one (1) week), shall constitute overtime and shall be paid for at one and one-half times the employee's regular straight-time hourly rate of pay. Overtime shall be paid in increments of fifteen (15) minutes with the major portion of each fifteen (15) minutes being paid as fifteen (15) minutes.
- 6.1.1 All hours worked by other bargaining unit employees in excess of forty (40) hours at straight-time in one (1) week shall constitute overtime and shall be paid for at one and one-half times the employee's regular straight-time hourly rate of pay.
- 6.1.2 All Overtime hours worked in excess of twenty-four (24) hours in any calendar month shall be paid at two (2) times the employee's regular straight time hourly rate of pay.
- 6.2 Compensatory Time – Compensatory time in lieu of overtime pay may be accrued at the option of the employee up to a maximum of sixty (60) hours (i.e., forty (40) hours at time and one-half), per calendar year (January through December). Scheduling of any compensatory time off shall be at a time mutually agreeable to the employee and the Employer. Any accrued compensatory time in excess of twenty-four (24) hours (i.e., sixteen (16) hours at time and one half) shall be cashed out in December at the employee's straight time rate of pay at that time. In the following calendar year an employee may accrue an additional 60 hours of compensatory time and may use up to 84 hours of compensatory time in that succeeding calendar year.
- 6.3 Callback – An employee who has completed his/her assigned shift, including extensions and

approved leaves, and is called back to work or scheduled to come back to work prior to the beginning of the employee's next scheduled shift shall be paid a minimum of four (4) hours at one and one-half (1-1/2) times his/her regular straight-time hourly rate of pay; provided however, if the employee's regular shift starts less than four (4) hours from the time he started work on the callback, he/she shall receive one and one-half (1-1/2) times his/her regular straight-time hourly rate of pay for only such time as occurs before the commencement of his/her regular shift

- 6.3.1 Employees providing off-site assistance and avoiding the necessity of an emergency call-out rather than personally responding to off-hour emergencies shall be compensated one (1) hour at the overtime rate of pay. The employee shall be on his/her honor in reporting such incidents and verifying that action(s) taken by the employee provided immediate assistance. This provision shall only apply once an employee has completed his/her assigned shift and before the employee is scheduled to come back to work.
- 6.3.2 Overtime – Specific Application This provision does not apply to situations where an employee is scheduled to work, or is called in to work for only the period of up to four (4) hours prior to the start of the scheduled shift and has not performed any additional work during the eight (8) hour period prior to the start of the shift.
- A. For every unscheduled hour worked during the four (4) hour period immediately prior to a regularly scheduled shift, the employee shall be paid at two (2) times their regular rate of pay. This is in lieu of, and not in addition to any other guaranteed overtime rate or premium, and subject to the restrictions in 6.3.2.A above.
  - B. Compensatory time earned and used within the same workday under this provision shall be accounted for if used, but shall not count towards the employee's cap on comp time bank.
  - C. Comp time accrued and not used shall remain subject to the requirements of Article 6.2.
  - D. In situations when an employee has worked at least four hours prior to their scheduled shift and has worked eight consecutive hours, the employee may be allowed to take the remainder of their scheduled shift off as vacation leave, comp time, or unpaid leave, provided that they receive approval from their supervisor to not work the remainder of their scheduled shift.

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

<b>Scenarios Based on Shift Start Time of 7:00 AM</b>						
<p>"Off" refers to hours not worked.</p> <p>"1 ½ times" and "2 times" refers to the rate at which overtime will be paid.</p>						
	<b>Scenario A</b>	<b>Scenario B</b>	<b>Scenario C</b>	<b>Scenario D</b>	<b>Scenario E</b>	
8:00 PM	Off	Off	1 ½ times	Off	Off	8:00 PM
9:00 PM	Off	Off	1 ½ times	Off	Off	9:00 PM
10:00 PM	Off	Off	1 ½ times	Off	Off	10:00 PM
11:00 PM	1 ½ times	1 ½ times	Off	Off	Off	11:00 PM
12:00 AM	1 ½ times	Off	Off	Off	Off	12:00 AM
1:00 AM	1 ½ times	Off	Off	1 ½ times	Off	1:00 AM
2:00 AM	1 ½ times	Off	Off	1 ½ times	Off	2:00 AM
3:00 AM	2 times	Off	1 ½ times	2 times	1 ½ times	3:00 AM
4:00 AM	2 times	Off	1 ½ times	2 times	1 ½ times	4:00 AM
5:00 AM	2 times	Off	1 ½ times	Off	1 ½ times	5:00 AM
6:00 AM	2 times	2 times	1 ½ times	Off	1 ½ times	6:00 AM
7:00 AM	Regular Rate	Regular Rate	Regular Rate	Regular Rate	Regular Rate	7:00 AM

## **ARTICLE 7 NON-PYRAMIDING**

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

## **ARTICLE 8 ON-CALL DUTY**

- 8.1 An employee who is required to be available and subject to call shall receive an On-Call Duty Allowance of 15% of Step 6 Skilled Worker hourly rate of pay for each hour the employee is required to be available and subject to call. The employee shall be provided with a communications device in order to respond to callouts without undue restrictions on activities. The duty allowance shall not be calculated into the "regular rate" for overtime payment purposes.
- 8.2 Employees on On-Call Duty who are called out on weekends, holidays or evenings shall be compensated at the Callback rate which shall be in addition to the On-Call Duty Allowance.

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

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

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

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

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

## **ARTICLE 10 TRIAL SERVICE PERIODS**

- 10.1 Trial Service Period upon Entry – A new employee shall be subject to a twelve (12) month trial service period commencing with the employee's first date of regular employment in a position in the bargaining unit. The Employer shall be under no obligation to re-employ or retain in its employment an employee on initial review period. Discharge of an employee during trial service shall not be subject to the grievance procedure.
- 10.2 Trial Service Period upon Promotion – An employee who is promoted or who makes a lateral move to a different classification shall be subject to a six (6) month trial service period to demonstrate his/her abilities and capacity to perform the duties of the classification. The trial service period may be extended up to an additional six (6) months. An employee who is unable to satisfactorily perform the duties of the classification shall be returned to the classification in the department/division the employee held immediately prior to the

promotion. An employee's return to his/her previous classification during any trial service period shall not be subject to the grievance procedure. When a trial service employee is promoted or makes a lateral move and engages in misconduct meriting discharge, such employee may still be discharged, pursuant to Article 19.

- 10.3 No salary increase will occur at the completion of a trial service period in 10.2.
- 10.4 Trial Service Period for Employees Displaced by Returned Employee - If a trial service employee is displaced by a previous incumbent, who was promoted, but did not successfully complete trial service as allowed in Section 10.2, the Employer shall provide a minimum of one month of notice and additional employment to the displaced employee. The displaced employee may seek other employment in the City or outside the City during that period. The Employer may also provide outplacement assistance, if appropriate. If the displaced employee has completed trial service when displaced, the provisions of Article 11 apply. If the displaced employee completed six (6) months or more of the trial service period and is hired or rehired into another regular employment position in the bargaining unit, an additional six-month trial service period may be required, provided that the separation of employment was less than twelve (12) months. If the separation of employment is twelve months or longer, a new twelve (12) month trial service period will commence on the employee's first day of regular employment in the new position.

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

- 11.1 Considerations – In layoff, recall and filling regular job vacancies, the Employer shall give consideration to an employee's length of continuous service with the Employer and his/her ability to perform the duties required in the job. In applying this provision, it is the intent of the parties to provide qualified employees with opportunities for promotion and the Employer with efficient operations. Consideration shall also be given to Federal and State Statutory, Regulatory, and Contractual requirements relating to Affirmative Action.
- 11.2 Layoff – In case of layoff, the employee with the shortest length of continuous service in the lowest grade in the department or division affected (as defined in Article 1.1.4), shall be laid off first, provided those remaining on the job have equal qualifications and job performance. The Employer shall provide an employee with 45 calendar days advance notification prior to layoff.
- 11.2.1 For purposes of this Section, relative job performance shall be as measured by the employee's annual performance evaluations completed after November 01, 1994. Qualifications shall be measured by the knowledge, abilities, and skills required for the position.
- 11.3 Recall – In case of recall, the employee with the longest length of continuous service in the classification affected shall be recalled first, provided he/she can perform the duties required. An employee on layoff shall keep both the Employer and the Union informed of

the address and telephone number where he/she can be contacted. When the Employer is unable to contact any employee who is on layoff for recall, the Union shall be so notified. If neither the Union nor the Employer are able to contact the employee within five (5) working days from the time the Union is notified, the Employer's obligation to recall the employee shall cease. The Employer has no obligation to recall an employee laid off during the term of this agreement after he/she has been on continuous layoff for a period of one (1) year. Also, if an employee does not return to work when recalled, the Employer shall have no further obligation to recall him/her.

11.3.1 Limited Term Employees, and Partially-benefited Employees (including seasonal, variable and part-time) shall not have recall rights.

11.4 Job Vacancy – When a regular job vacancy occurs, present employees shall be given first consideration for filling the vacancy. The position shall be filled by the most qualified applicant. When ability and qualifications are equal, seniority shall govern. The determination as to whether or not any vacancy is filled shall continue to be retained by the Employer.

11.4.1 Notices of regular job vacancies shall be posted on the bulletin board for five (5) working days. Present employees who desire consideration for such openings shall notify the Employer in writing during the five (5) day period the notice is posted.

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

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

## **ARTICLE 13 HOLIDAYS AND SERVICE AWARD PROGRAM**

13.1 The following days shall be paid holidays:

<u>Holiday</u>	<u>Observed</u>
New Year's Day	1st Day of January
Martin Luther King, Jr.'s Birthday	3rd Monday of January
Presidents' Day	3rd Monday of February
Memorial Day	Last Monday of May
Juneteenth	June 19th
Independence Day	4th of July
Labor Day	1st Monday of September



Veterans' Day	11th Day of November
Thanksgiving Day	4th Thursday of November
Day After Thanksgiving Day	Friday after Thanksgiving Day
Christmas Day	25th of December
Two (2) Personal Floating Holidays	In accordance with City policy

- 13.1.1 No salary reduction shall be made for any employee who does not work on one of the recognized holidays, provided the employee works or is authorized to be absent the last workday before a holiday and the first workday following the holiday.
- 13.1.2 When one of the recognized holidays falls on the sixth (6th) day of an employee's workweek, the Employer shall designate either the fifth (5th) day of the workweek or the first (1st) day of the next week to be observed as the holiday.
- 13.1.3 When one of the recognized holidays falls on the seventh (7th) day of an employee's workweek, the following day shall be observed as the holiday.
- 13.1.4 An employee required to work on a recognized holiday, other than a holiday specified in Article 13.1.4.1, shall be paid for the time worked at time and one-half (1-1/2) for his/her classification plus eight (8) hours pay in lieu of the holiday off. This provision shall be applicable only to those employees whose assigned work schedule in the work week in which the holiday occurs does not include working on the designated holiday. Employees whose assigned work schedule includes working on the designated holiday shall receive an alternate day off within the work week, or be paid an additional one and one-half (1-1/2) times their regular rate of pay for the hours worked on the designated holiday.
- 13.1.4.1 An employee required to work on July 4<sup>th</sup>, Thanksgiving Day, or Christmas Day shall be compensated at two times their hourly rate of pay for all hours worked on those days.
- 13.1.5 In computing overtime, all contractual holidays shall be considered compensated time, although the employee does not work.
- 13.1.6 Holidays for Fully-benefited Employees working less than 40 hours per week – Fully-benefited employees shall receive holiday benefits on a pro rata basis. For example, if a fully-benefited employee normally works thirty (30) hours per week and the department's normal work week is forty (40) hours, the employee shall receive six (6) hours compensation at his/her regular straight-time hourly rate of pay for each contractual and/or personal holiday.
- 13.2 Service Award Program – An employee who has completed the years of service set forth below shall receive the following service awards:
- 13.2.1 Upon completion of five (5) years of service, an employee shall receive a letter of appreciation from his/her Department Head, a certificate of service signed by the City Manager and the Mayor, and a one-time grant of eight (8) additional hours of vacation leave.

- 13.2.2 Upon completion of ten (10) years of service, an employee shall receive a letter of appreciation from the City Manager, a certificate signed by the City Manager and the Mayor, a cash bonus of one hundred dollars (\$100.00) and a one-time grant of sixteen (16) additional hours of vacation leave.
- 13.2.3 Upon completion of fifteen (15) years of service, an employee shall receive a letter of appreciation from the City Manager, a certificate of service signed by the City Manager and the Mayor, a cash bonus of one hundred fifty dollars (\$150.00) and a one-time grant of sixteen (16) additional hours of vacation leave.
- 13.2.4 Upon completion of twenty (20) years of service, an employee shall receive a letter of appreciation from the City Manager and the Mayor, a certificate of service signed by the City Manager and the Mayor, a cash bonus of two hundred dollars (\$200.00) and a one-time grant of sixteen (16) additional hours of vacation leave.
- 13.2.5 Upon completion of twenty-five (25) years of service, an employee shall receive a letter of appreciation from the City Manager and the Mayor, a plaque, a certificate of service signed by the City Manager and Mayor, a cash bonus of two hundred fifty dollars (\$250.00) and a one-time grant of sixteen (16) additional hours of vacation leave.
- 13.2.6 Upon completion of thirty (30) years of service, an employee shall receive a letter of appreciation from the City Manager and the Mayor, a plaque of service signed by the City Manager, the Mayor and the Council members, a cash bonus of three hundred dollars (\$300.00) and a one-time grant of sixteen (16) additional hours of vacation leave.
- 13.2.7 Upon completion of thirty-five (35) years of service, an employee shall receive a letter of appreciation from the City Manager and the Mayor, a gift presented by the city manager and the mayor, a cash bonus of three hundred fifty dollars (\$350.00) and a one-time grant of sixteen (16) hours of vacation leave.
- 13.2.8 Upon completion of forty (40) years of service, an employee shall receive a letter of appreciation from the City Manager and the Mayor, a gift presented by the city manager and the mayor, a cash bonus of four hundred dollars (\$400.00) and a one-time grant of sixteen (16) hours of vacation leave.
- 13.2.9 The afore-referenced one-time grants of vacation leave shall be single occurrences to be honored in accordance with City policy. These vacation hours shall not occur on a year-to-year basis, nor shall they be cumulative.
- 13.2.10 The afore-referenced cash bonuses and one-time grants of vacation leave shall be adjusted in accordance with City policy as it applies to other City employees.

## **ARTICLE 14 VACATIONS**

- 14.1 "Vacation" shall mean a scheduled workday or accumulation of scheduled workdays on

which an employee may by prearrangement continue to receive his/her regular rate of compensation although he/she does not work.

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

<u>Years of Continuous Service</u>	<u>Scheduled Working Days Vacation</u>	<u>Annual Hours</u>
1	12	96
2	12	96
3	12	96
4	12	96
5	15	120
6	15	120
7	15	120
8	15	120
9	15	120
10	19	152
11	19	152
12	19	152
13	19	152
14	19	152
15	22	176
16	22	176
17	22	176
18	22	176
19	22	176
20 years and beyond	25	200

- 14.3 An employee hired on or before the fifteenth (15th) day of any month shall accrue vacation leave from the first (1st) day of that month. An employee hired on or after the sixteenth (16th) day of any month shall accrue vacation from the first (1st) day of the next month following.
- 14.4 Vacations shall be scheduled at such times as the Employer finds most suitable after considering the wishes of the employee and the requirements of the department.
- 14.5 The maximum number of unused vacation hours an employee may carry forward from one calendar year to the next is limited to two hundred forty (240) hours. Any leave accruals exceeding the maximum carry over on January 1st of each year shall automatically be forfeited unless otherwise specifically authorized in writing by the City Manager.
- 14.6 Upon the effective date of the termination of an employee's employment, such employee

shall thereupon cease to be an employee of the Employer. Such employee shall thereupon be entitled to a sum of money equal to his/her former regular compensation for any earned vacation leave time which has not been used or forfeited for failure to timely claim.

- 14.7 Vacation Leave for Fully-benefited Employees working less than 40 hours per week** – Fully-benefited employees shall receive vacation benefits on a pro rata basis. For example, if a fully benefited employee with less than five (5) years of service normally works thirty (30) hours per week and the department's normal work week is forty (40) hours, the employee shall receive six (6) hours compensation at his/her regular rate of pay for each day of vacation earned.

## **ARTICLE 15 LEAVES**

- 15.1 A Fully-benefited employee shall accrue sick leave at the rate equivalent to eight (8) hours for each completed calendar month of service, provided the employee's normal work week is 40 hours. Fully-benefited employees who's normal work schedule is less than 40 hours per week shall receive paid leave on a pro rata basis (See Article 15.8).
- 15.1.1 Sick leave may accumulate until claimed and used. Up to 1440 hours of accrued but unused sick leave may carry over between calendar years; any hours over 1440 will be forfeited at the end of the year.
- 15.1.1.1 LTE Employees who return from year to year, will be able to accrue and carry over sick leave of up to 80 hours so long as the separation of employment does not exceed twelve (12) months.
- 15.1.2 If the absence claimed solely as sick leave does not exceed three (3) days, no doctor's certificate shall be required to accompany the request for sick leave.
- 15.1.3 Requests for sick leave in excess of three (3) days shall be accompanied by a doctor's certificate or other verification as permitted by law, unless waived by the Employer.
- 15.1.4 When an employee is sick or injured on or off the job, and is not eligible for Workers' Compensation, the employee shall use accumulated sick leave or paid family and medical leave administered by Washington State Employment Security Department, provided that in the event an employee suffers an on-the-job injury that requires the employee to seek medical treatment for such injury away from the work site, such employee shall not be charged sick leave for such time away from the work site unless the employee is unable to return to work within two (2) hours. If the employee exhausts all his/her sick leave, then the employee will be charged his/her vacation, and finally will be placed on leave without pay.
- 15.1.5 An employee may use his/her sick leave accruals for:

- a) An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;
- b) To allow the employee to provide care for a family member, as defined RCW 49.46.210, with a mental or physical illness, injury, or health condition; care of a family member, as defined RCW 49.46.210, who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member, as defined RCW 49.46.210, who needs preventive medical care;
- c) When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such an order; and
- d) Leave as provided for under Washington State's Domestic Violence Leave Act

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

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

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

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

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

- 15.1.5.1.3 "Serious Health Condition" means an illness, injury, impairment, or physical or mental condition that involves any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, and any period of incapacity or subsequent treatment or recovery in connection with such inpatient care; or that involves continuing treatment by or under the supervision of a health care provider or a provider of health care services and which includes any period of incapacity (i.e., inability to work, attend school, or perform other regular daily activities).
- 15.1.5.1.4 "Emergency Condition" means a health condition that is a sudden, generally unexpected occurrence, or set of circumstance related to one's health demanding immediate action, and is typically very short term in nature.
- 15.1.6 If the need for sick leave is unforeseen, the employee or someone on their behalf must notify the employee's immediate supervisor of the employee's need to use sick leave for an authorized purpose and expected date of return prior to the start of their regular work shift on their first day off duty. If the employee or a person on the employee's behalf is unable to contact the supervisor prior to the start of the shift, the employee (or designee) must contact designated personnel, following recognized procedures, within fifteen (15) minutes or as early as practicable after the scheduled start of his/her scheduled workday. If the expected date of return changes, the employee shall notify their supervisor as soon as possible. If the need for sick leave is foreseeable, the employee should try to give notice as soon as practicable, but no less than 10 days prior to the first day of the foreseeable use of sick leave.
- 15.1.7 In a case in which an employee shall be entitled to benefits or payments under any program of disability insurance furnished by the Employer, Washington State Workers' Compensation Act, or any other government unit, the Employer shall pay only the difference between the benefits and payments received under such insurance or act by such employee and his/her regular rate of compensation that he would have received from the Employer if able to work. The foregoing payment or contribution by the Employer shall be limited to the period of time that such employee has accumulated sick leave credits as here and before specified. If the employee has exhausted sick leave and does not desire to have other paid leave utilized to supplement workers' compensation payments, it shall be the employee's responsibility to notify the appropriate authority in writing prior to exhausting sick leave. Otherwise, the Employer will automatically utilize other paid leave earned by the employee to accomplish the purposes of this section.
- 15.1.8 Sick leave time which is used by an employee shall be deducted from his/her accumulated sick leave time. Accrued but unused sick leave shall have no cash value except at the time of normal service retirement. At such time, the employee shall be eligible to receive ten percent (10%) cash payment of such leave but not to exceed a maximum of one thousand four hundred forty (1,440) hours.

- 15.1.9 Employees are expected to be on the job, and on time, unless excused by their supervisor or department head. Use of sick leave for purposes other than those provided for in this Agreement, shall result in disciplinary action against the employee.
- 15.1.10 In the event of a federal, state, or local government declared emergency or mandated quarantine, causing an employee, who would otherwise be able to work, through no fault of their own and at the direction of the employer, to be absent from work, the City shall pay the employees their regular rate of pay for all hours missed up to the equivalent of one (1) regularly scheduled work week.
- 15.1.11 In the event of a confirmed line of duty death, the city will provide to the employee's estate the equivalent of, should the employee have dependents enrolled in the city's health insurance plans, three (3) months of COBRA payments.
- 15.2 Unpaid Medical Leave of Absence – An employee who has exhausted all his/her sick leave and vacation leave may make a written request for an unpaid medical leave of absence of up to six (6) months. Such leave will only be granted if the employee is (1) undergoing prolonged medical treatment or convalescence, (2) there is medical evidence the employee is likely to be able to return to work at the end of the leave, and (3) the employee does not have a history of sick leave abuse or excessive sick leave use for relatively minor problems. An unpaid medical leave of absence shall not exceed six (6) calendar months from the day the employee first was absent on such leave. Reinstatement to a position shall be subject to physical and mental fitness of the employee. Such medical leave of absence may be extended at the sole discretion of the Employer.
- 15.2.1 When a medical leave of absence is granted, the Employer may require periodic physician's statements certifying that the employee cannot report to work for medical reasons. If the employee does not obtain a certificate, he/she may be required to report to work on a specific date.
- 15.2.2 An employee failing to return to work from a medical leave of absence on the specified day may be terminated. An employee returning from a medical leave of absence shall be placed in the first available position in the bargaining unit for which the employee is qualified.
- 15.2.3 During an approved leave of absence, excluding unpaid personal leaves or military leaves greater than 31 days, coverage for medical, dental, and vision coverages will continue in any of the following circumstances:
- a) When the law governing an employee's approved leave mandates continuation of benefits. Continuation of benefits during such leave runs currently with, but is not necessarily limited to, the six months' time frame below;

- b) When in approved continuous paid or unpaid leave from work for up to six months in a rolling 12-month period. The 12-month period begins by looking back from the month the approved leave begins.
- c) For a calendar month immediately following any month in which the employee is in a paid status, which includes either pay for time worked or paid leave received through the City of Bellevue, for at least an average of 30 hour per week or 130 hours in a calendar month.

Upon the employee's return to work, the Employer will work out a repayment plan with the employee for any unpaid employee portion of the contributions for employee, family, and dependent insurance coverage.

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

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

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

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

15.3.3 "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

- 1) inpatient care in a hospital, hospice, or residential medical care facility; or
- 2) continuing treatment by a health care provider.

The intent of this provision is to apply the term "serious health condition" the same as is



provided by law.

- 15.4 Emergency Leave – An employee may use up to a total of five (5) days of accrued sick leave per year in the event of serious illness in the employee's immediate family that is not otherwise provided coverage by the Family and Medical Leave, Section 15.3. A doctor's verification may be required for Emergency Leave.
- 15.5 Bereavement Leave – A fully-benefited employee may use up to a total of forty (40) hours of paid administrative leave per occurrence of death in the employee's immediate family, provided the employee's normal workweek is 40 hours. Fully-benefited employees whose normal workweek schedule is less than 40 hours per week shall receive Bereavement leave on a pro rata basis (See Article 15.8). It is expected that such leave will be taken during or within 60 days of death, or longer with Human Resources Director or designee review and approval.
- 15.6 Personal Leave of Absence – The Employer may grant to any regular employee a leave of absence without pay for a period not to exceed six (6) months. No leave of absence without pay shall be granted to any employee solely for personal gain or profit of such employee, nor shall leave without pay be granted to any employee until the employee has first used all his/her earned and unused vacation time. While on a leave of absence without pay, an employee shall not accrue vacation leave or sick leave, nor shall other benefits be continued during the time the employee is on leave.
- 15.7 Jury/Witness Leave – Necessary leave shall be allowed by the City Manager to permit any employee to report to duty to serve as a member of a jury or as a non-party witness. The employee shall receive from the Employer as compensation during this leave period, the excess of his/her regular salary over the compensation received by the employee for such jury duty. Employees shall be required to report for work for any portion of their regularly scheduled shift during which they are not actually serving on a jury or waiting to be impaneled.
- 15.8 Paid Leave for Fully-benefited Employees working less than 40 hours per week – Fully benefited employees shall receive paid leave on a pro rata basis. For example, if a fully-benefited employee normally works thirty (30) hours per week and the department's normal work week is forty (40) hours, the employee shall receive six (6) hours compensation at his/her regular rate of pay for each day of paid leave.
- 15.9 Washington State Paid Family and Medical Leave (PFML) - Effective January 1, 2020, a paid family and medical leave benefit will be available to eligible employees according to the provisions of RCW 50A and the Employer's pertinent policies and procedures. Effective January 1, 2019, the employee's share of the premiums for paid family and medical leave and any surcharges will be collected through a payroll deduction and remitted to the Employment Security Department of Washington State as provided in RCW 50A.

If the State modifies the PFML premiums pursuant to Title 50A RCW the parties agree that bargaining unit employees will pay the premium rates and share as set by the Washington State Employment Security Department. Should the city seek to lower the employee contribution rate from what has been determined by the Department, then the parties agree to reopen this section.

## **ARTICLE 16 HEALTH INSURANCE**

- 16.1 Health Insurance – Overall, it is the intent of the parties that health benefit coverage options and cost-sharing between the Employer and Employees in the bargaining unit shall be the same as for non-represented employees of the City and that bargaining unit representatives shall have an opportunity to take part in and have representation on a coalition of other participating bargaining units when future plan design changes are under consideration by the Employer.

The parties agree that for the plan year starting January 1 following expiration of the collective bargaining agreement, the health insurance offered to union members will be governed by the pertinent terms from the last year of the parties' prior collective bargaining agreement that expired on December 31 of the prior year.

For the duration of the agreement, the following agreements apply:

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

The Union understands and recognizes that the monthly premiums for insured plans is based on the actual rate charged to the City by the insurance company (e.g. Kaiser, Delta Dental, Willamette), and that the monthly total premiums for self-insured plans is the renewal premium equivalent rates in the annual actuary report effective each January as determined by the actuary hired for the plan.

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

- 16.1.2 The Union recognizes that the Employer shall have the right to make design and cost sharing changes to the Employer provided Bellevue Health Plans to promote cost containment,

provided such changes shall be made uniformly for all non-represented City employees, their dependents, and employee groups evenly.

16.1.3 The Employer will continue to involve bargaining unit representatives in education and training regarding health coverage issues and any options that may be under consideration.

16.1.4 The Employer may open the contract to negotiate this Article for the remainder of the term of the Agreement, based upon new requirements resulting from the State or Federal Health Care Reform legislation, when the requirements are known.

## 16.2 Medical Plans offered by the City of Bellevue

16.2.1 Employees hired on or before November 30, 2019, and are eligible for benefits prior to January 1, 2020, will be eligible to enroll at hire, open enrollment, or at a qualifying event in either the Core or Choice plan administered by Premiera, or the HMO option administered by Kaiser Permanente. Employees hired after November 30, 2019, and not eligible for benefits until on or after January 1, 2020, will be eligible to enroll in either the Choice Plan or the Kaiser Permanente plan.

16.2.2 Premium Sharing for the City of Bellevue Core Health Plan currently administered by Premiera.

For Plan Years 2020, 2021, and 2022, the employee percentage of the total premium for health care cost is as follows:

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

16.2.3 Premium Sharing for the City of Bellevue Choice Health Plan currently administered by Premiera.

For Plan Years 2020, 2021, and 2022, the employee's contribution percentage toward the required premium will be calculated after subtracting the employee only premium from the total premium and will be as follows:

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

- 16.2.4 Kaiser Permanente Premium Sharing for Plan Years 2020, 2021, and 2022: The employee's contribution percentage toward the required premium will be calculated after subtracting the employee only premium from the total premium and will be as follows:

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

- 16.3 Beginning with the 2018 plan year, the Union recognizes that the Employer shall have the right during the effective life of this agreement to make annual design and cost sharing changes to the Bellevue Health Plans to promote cost containment. Such changes shall be made uniformly for all non-represented City employees, their dependents, and non-LEOFF employee groups evenly.

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

- 16.4 The City and the Union agree that the Health Care Flexible Spending Arrangement (FSA), which enables participants to set aside money on a pre-tax basis to pay for out-of-pocket health care expenses for participants and their tax dependents, shall continue to be provided.
- 16.5 Life Insurance – The Employer shall pay each month one hundred percent (100%) of the premium necessary to provide for each employee group term life insurance coverage of \$50,000. Such coverage shall provide for payment to a beneficiary as designated by the employee.
- 16.6 Pensions – The Employer and the employee shall participate in the Washington Public Employees' Retirement System as set forth in RCW 41.40.
- 16.7 The Employer will continue to provide, for the duration of this agreement, Dental and Vision coverage consistent with the benefit levels provided to non-represented employees.

## **ARTICLE 17 MISCELLANEOUS**

- 17.1 Maintenance of Standards – No regular employee shall have his/her monthly rate of pay reduced as a result of any classification and pay review. Instead, when the employee's monthly rate of pay exceeds the maximum of the pay range to which his/her position is assigned, the City shall maintain the employee's rate of pay until the maximum of the new pay range exceeds the employee's monthly rate of pay.
- 17.2 Clothing and Devices – Any clothing or devices required by the Employer shall be furnished and maintained by the Employer.
- 17.3 Protective Footwear - The Employer shall pay \$275.00.00 for the purchase of protective footwear for each employee in March of each year, to ensure compliance with ANSI. The employee shall wear protective footwear that meets or exceeds safety specifications to be allowed to perform compensated work. Purchase of protective footwear to ensure compliance with ANSI above \$275.00 shall be accompanied by receipt of purchase up to a maximum reimbursement of \$325.00.
- 17.3.1 For Parks employees, the Department will update its policy such that the Employer shall provide safety-toed (WAC 296-155-212, OSHA ANSI) insulated work boots once a year for an amount not to exceed \$150.00. The purchase shall be authorized by the unit manager beforehand based on the body of work, e.g., working in streams, wetlands, flood response and then purchase the boots on the employee's behalf. Annual replacement will be preauthorized by the unit manager as well after turning in the old pair of boots. Purchased boots shall remain onsite and available for use when needed.
- 17.3.2 Protective footwear shall be worn on the job during activities of any hazard exposure in order for the employee to be allowed to work each day.
- 17.3.3 New Hire Employees – New employees shall be eligible for a footwear allotment upon hire; provided however, should the employee fail to successfully complete their trial service period the value of such footwear shall be withheld from their final paycheck.
- 17.3.4 New hire employees hired on or before October 1st of a year shall be eligible to receive an additional protective footwear allocation in March of the following year, and each year thereafter, as set forth in Section 17.3. New hire employees hired after October 1st of a year shall not be eligible to receive an additional protective footwear allocation until March in their second (2nd) calendar year of employment.
- 17.3.5 ANSI compliance procedure may be reviewed from time-to-time, as necessary, by the LMCC.
- 17.4 Parking – Parking on the Employer's premises shall be provided in accordance with the provisions of the general parking program established as of the execution date of this

Agreement and as may be hereafter amended by the Employer during the term of this Agreement. The Employer and the Union shall meet to address those circumstances unique to the BSC operation. Bargaining unit employees shall be given the opportunity to provide input along with other City employees to propose administrative changes to the plan.

- 17.5 Tool Allowance– The Employer shall pay one thousand dollars (\$1,000.00) to each Mechanical Services Technician and Lead Mechanical Services Technician on the first (1st) paycheck in February of each year for the purchase of or the replacement of tools. In the event the employee spends more than \$1,000 to purchase or replace tools in a calendar year, the Employer will provide additional reimbursement up to a maximum of \$500.00 upon the employee providing receipts demonstrating actual tool expenses incurred for the entire year. Receipts must be submitted no later than January 15th for a reimbursement in February.
- 17.6 Tuition Reimbursement – The Employer shall reimburse employees for the cost of tuition for college, vocational, or continuing education courses that are directly related to the employee's current job or the development of skills related to a reasonable career path progression. Reimbursement shall be in accordance with City policy, subject to availability of funds, and advanced Employer approval of courses.
- 17.7 Excess Compensation – Notwithstanding any other provisions of the Agreement to the contrary, the Employer shall not be required to pay upon the retirement of any employee any sums which constitute "excess compensation" pursuant to SHB 843, as now or hereafter amended; provided however, compensatory time off in an amount equivalent to the current hourly value of any such sums shall be afforded the employee within the six (6) month period immediately prior to his/her retirement. This provision shall be subject to negotiation by and between the Employer and the Union in the event a court of competent jurisdiction rules SHB 843 invalid or otherwise unenforceable. The Employer shall hold the Union harmless against any claims brought against the Employer and/or the Union arising out of the execution of this Section.
- 17.8 Labor-Management Conference Committee – The Employer and the Union shall establish a Labor-Management Conference Committee (LMCC), which shall normally be comprised of an equal number of appointees from both the Employer and the Union. The function of the Labor-Management Conference Committee shall be to discuss issues of mutual interest and/or concern for the purpose of establishing a harmonious working relationship between the employees, the Employer, and the Union. The Labor-Management Conference Committee shall meet quarterly and more often, if necessary, and at times that are mutually acceptable and shall be run according to a mutually developed agenda. The Labor-Management Conference Committee shall not have the power to change the provisions of the Labor Agreement between the parties, negotiate new agreements, or resolve grievances beyond what has been agreed to within this Labor Agreement.

- 17.9 If a topic is covered by this Agreement and the City's Human Resources Policies and Procedures Manual (HRPPM), then the HRPPM shall not be applied to bargaining unit employee unless there is no conflict between the HRPPM and this Agreement. In instances of no conflict, the HRPPM will supplement this Agreement. If there remains a conflict between the interpretation of the Agreement and the City's Human Resources Policies and Procedures Manual, the provision of the Labor Agreement shall govern. HRPPM Section 10.10.4, as of ratification of this agreement, which refers to sick leave cash out shall apply to this bargaining unit.

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

- 17.10 Shared Leave – The bargaining unit shall be allowed to establish its own Shared Leave Program. The rules applicable to this program shall be the same as those that apply to the City program in the HR Policies and Procedures manual except that donations to and withdrawals from the shared leave bank will only be made by bargaining unit members.
- 17.11 Technology Changes - Should the Employer intend to institute and install new technology, including GPS monitoring capability, that would have a direct and material impact on the terms and conditions of employment of the bargaining unit, then the Employer will give the Union at least 30 calendar-days' notice prior to installation. Upon written request of the Union, negotiation will then commence regarding the effects of the installation of any such new technology. If a new technology, however, will not have a direct and material impact on hours or will not result in the displacement of bargaining unit work, the Union waives the right to bargain any such technological change to impasse prior to installation, so long as the City continues to bargain effects in good faith. The Parties agree that information obtained from GPS systems cannot be used as the sole basis for discipline.
- 17.12 In the event of an emergency response requiring the employee to work twelve hours shifts for at least three consecutive days for inclement weather or other emergencies, the City shall reimburse up to \$299 for an employee to stay in a local hotel if the employee chooses to do so. This reimbursement will be one time per employee per emergency response. Employees must receive prior approval and furnish a receipt in order to receive reimbursement.
- 17.13 Special Recognition: The city manager or the department director may authorize a lump-sum special recognition award. This lump-sum award will not be incorporated into an employee's base salary rate of pay for the purposes of computing overtime/compensatory time accruals, unless required by applicable law, but will remain a separate, one-time recognition of contribution or innovative ideas put to practice in the organization. An employee may be recommended for such an award for:

- 1) A project or work product that is specific and identifiable with both start and end dates.

2) A project or work product assignment that may be interdepartmental, with an assigned "total award" which is shared equally by all members of the task group.

3) A demonstrated level of creativity, skill, or conscientiousness that is beyond what is normally expected for the position.

4) Individual contribution or leadership without which the project or product results would not have been achieved, and which are beyond what is normally expected for the position.

5) Innovation or conscientiousness that may have resulted in substantial savings or reduced costs.

17.14 Biohazard Cleanup related to a homeless encampment. Homeless encampments shall be identified according to the definition the City of Bellevue is operating under at the point in time the cleanup is scheduled to take place. Homeless camp biohazard cleanup will be done utilizing a contractor that specializes in cleanup, remediation and debris removal surrounding a homeless encampment.

17.14.1 Incidental biohazard cleanup. For biohazard cleanup outside of defined homeless encampments. Employees will be expected to safely pick up and dispose of incidental biohazards such as, but not limited to, needles, drug paraphernalia, articles of clothing, and feces. Employees shall be trained and equipped to safely handle and dispose of incidental biohazards encountered during the course of their work.

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

18.1 Management Rights – The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and the powers and authority which the Employer possesses, except as it may conflict with the provisions of this agreement.

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

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

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



- 18.1.4 The Employer reserves the right to discipline or discharge for just cause. For examples of personal conduct that may result in discipline of members of the bargaining unit for "just cause", the parties include reference herein to the Employer's Human Resources Policies and Procedures Manual effective on the date of ratification. The Employer reserves the right to layoff for lack of work, lack of funds, or the occurrence of conditions beyond the control of the Employer, or where such continuation of work would be wasteful and unproductive.
- 18.1.5 The Employer has the right to assign work and determine the duties of employees, to schedule hours of work, to determine the number of personnel to be assigned at any time, and to perform all other functions not limited by this Agreement.
- 18.1.6 The Employer retains the right to contract out work performed by the employees covered by this Agreement; provided, however, the decision must be reasonable, in good faith, and economically feasible. If the decision results in the layoff of any regular employee, the Employer agrees to bargain the effects first with the Union prior to the layoff.
- 18.1.7 The Employer has the right to take interim actions necessary in the event of emergency. In the event the Employer modifies any provisions of this Agreement by such management action, the Employer shall give appropriate notice of any change and opportunity to bargain with respect to any interim action taken consistent with emergency circumstance. Such actions are not intended to modify provisions of this Agreement without mutual agreement of the Employer and the Union.
- 18.2 Performance of Duty – No employee shall strike or refuse to perform his/her assigned duties to the best of his/her ability nor shall the Union cause or condone any strikes, slowdowns, or other interference with the normal operation as long as the terms of this Agreement are in effect. Employees who are involved in such actions shall be subject to discharge.
- 18.3 Entire Agreement – The Agreement expressed herein in writing constitutes the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions.

## **ARTICLE 19 DISCIPLINARY PROCEDURES**

- 19.1 Any discharge, suspension, or other formal disciplinary action shall be administered in accordance with the procedures for corrective disciplinary action as set forth in this Article. Formal discipline shall mean written reprimand, suspension without pay, demotion, or discharge.
- 19.2 The Employer shall issue a written notice to an employee, with a copy to the Union, when the employee is the subject of an investigation. If the investigation could result in discipline, suspension or discharge, such notice shall be delivered within twenty-one (21) calendar days of the occurrence or knowledge of the occurrence by the Department's Management or Supervisor. and shall include the general reason(s) for the investigation, including the

allegation(s) and the date of the occurrence of the allegation if known. Except, however, the Employer shall not be required to comply with the twenty-one (21) calendar day notice when the employee's personal conduct has been concealed and when such notice of the employee's personal conduct would tend to compromise the Employer's investigation relating to the conduct at issue.

- 19.3 When an employee is required by the Employer to attend a formal disciplinary interview conducted by the Employer investigating an incident involving that employee, the Employer shall advise the employee that they have the right to be accompanied at the interview by a Union Shop Steward or Business Representative and will provide written notice to the Union representative at such time. The Union representative shall not have the right to interfere with the investigation.
- 19.4.1 It is understood and agreed by and between the Employer and the Union that the Employer shall administer progressive disciplinary action in accordance with the following procedures, which action may include but not be limited to:
- 19.4.2 STEP 1 - Oral Warning – Oral warnings shall be used for minor offenses. The supervisor shall discuss the offense and warn the employee not to repeat the behavior. Repeated violations of this category may result in written warnings or more severe disciplinary action.
- 19.4.3 STEP 2 - Written Reprimand or Warning – Written warnings shall be used for more serious problems or offenses as a first step or for repeated incidents where an oral warning has failed to correct the behavior. This warning shall be in the form of a signed letter by the supervisor to the employee listing the violations or failures of the employee and clearly stating that corrective action must be taken by the employee to avoid further discipline. Copies of such warnings shall be kept in a confidential envelope in the employee's file in the Personnel Department. Copies of any such written warnings shall be sent to the Union.
- 19.4.4 STEP 3 - Suspension without Pay – Suspension without pay or demotion may be administered short of discharge where performance or conduct warrants this level of discipline under just cause standards. Suspensions without pay shall not normally exceed three (3) weeks in duration.
- 19.4.5 STEP 4 - Discharge – Instances which warrant discharge without a prior warning notice or suspension may include but shall not be limited to, such conduct as insubordination, theft, being under the influence of alcohol or drugs, and illegal or destructive acts while on the job, consistent with the provisions of Section 18.1.4 of the Agreement. Repeated offenses may warrant the discharge of an employee, if such conduct has been documented by the supervisor and behavioral changes have not resulted from previous warnings and/or suspension.
- 19.4.6 Temporary suspensions or demotions may be administered (e.g., where it becomes

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

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

## **ARTICLE 20 SUBSTANCE ABUSE**

- 20.1 Any time there is reasonable cause to believe that an employee's job performance is impaired by drugs or alcohol, the Employer may cause tests to be administered in accordance with the Employer's Human Resources Policies and Procedures Manual, effective on the date of ratification of this agreement. Failure of an employee to take the test(s) or sign the consent form shall result in the employee's termination.
- 20.2 The Union will continue to work cooperatively with the City in meeting the requirements of the law with regard to CDL testing.

## **ARTICLE 21 GRIEVANCE PROCEDURE**

- 21.1 A "Grievance" shall mean a claim or dispute filed by an employee, Employer, or the Union on behalf of itself and the employees it represents with respect to the interpretation or application of the provisions of this Agreement. A grievance shall be filed at the lowest step at which there is authority to resolve the matter and shall be processed in the following manner.
- 21.1.1 STEP 1 – A grievance must be presented in writing to the employee's immediate supervisor within ten (10) working days of its alleged occurrence. The written grievance must include the following information:
- 1) A statement of the pertinent facts surrounding the nature of the grievance;
  - 2) The date upon which the incident(s) occurred;
  - 3) The specific article and section of the Agreement allegedly violated;
  - 4) The specific remedy requested;
  - 5) The name of the grievant(s); and
  - 6) The name and signature of the Union representative.

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

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

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

21.1.4 STEP 4 (Optional) If the grievance is not settled at Step 3, the Union and the City may agree to engage in a facilitated settlement conference. Either party may initiate a request for a conference within fifteen (15) workdays after the Union receives the Department Head's response at Step 3. This Step will only be used if the party receiving the request agrees in writing within fifteen (15) workdays of receiving the request. The settlement conference shall be co-facilitated by the Human Resources Manager, or other designee of the City Manager, and the Secretary Treasurer or their designee. The facilitators will not have authority to compel resolution of the grievance.

No transcript or record of the settlement conference will be made. If a settlement is not reached in the settlement conference, or the party receiving the request for a conference declines the request or does not respond, the grievance may be appealed to arbitration in accordance with the procedure in Step 5 below.

The confidentiality of the step 4 settlement conference will be treated the same as if the conference were a mediation under RCW 7.07.030. Step 4 is a trial grievance step.

21.1.5 STEP 5 – If the grievance is not resolved at Step 4 (or if Step 4 is bypassed), the grievance may be referred to arbitration by the Union. The demand to arbitrate shall be made in writing to the Human Resources Manager, with a copy to the City Manager, within fifteen (15) working

days after the Union receives the Department Head's response to Step 3 or within fifteen (15) workdays after the conclusion of the settlement conference or the date the settlement conference option is declined affirmatively or the time for acceptance has expired, if applicable under the Step 4.

If the Employer and the Union are unable to agree upon an arbitrator within five (5) workdays after they first meet to determine such an appointee, they shall jointly request the Public Employment Relations Commission or the Federal Mediation and Conciliation Service to provide a panel of five (5) arbitrators from the Pacific Northwest Region, from which the parties may select one. The representatives of the Employer and the Union shall alternately eliminate the name of one (1) person from the list until only one (1) name remains. The person whose name was not eliminated shall be the arbitrator.

Nothing herein shall prevent the City or Union from requesting a meeting, prior to arbitration, to attempt to resolve the dispute. Either the Union or the Employer may request a meeting to solve the grievance prior to submitting the grievance to arbitration.

- 21.2 It shall be the function of the arbitrator to hold a hearing at which the parties may submit their positions concerning the grievance. The arbitrator shall render a decision based on the interpretation and application of the provisions of the Agreement within thirty (30) workdays after such hearing. The decision shall be final and binding upon the parties to the grievance provided the decision does not involve action by the Employer which is beyond the Employer's jurisdiction. Each party hereto shall pay the expenses of their own representatives (e.g., attorney fees) and the expenses of the arbitrator shall be borne equally by the parties hereto.
- 21.3 Neither the arbitrator nor any other person or persons involved in the grievance procedure shall have the power to negotiate new Agreements or change any of the present provisions of this Agreement. The arbitrator shall have no power to render a decision that will add to, subtract from, or alter the terms of this Agreement, and the arbitrator's power shall be consistent with applicable law and limited to interpretation and application of the express terms of this Agreement.
- 21.4 The parties may mutually agree in writing to extend the time limits set forth in this Article or by-pass any steps in the grievance procedure where they deem it appropriate to do so.

## **ARTICLE 22 SAVINGS CLAUSE**

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

provisions for the purpose of adequate and lawful replacement thereof.

## **ARTICLE 23 DURATION**

23.1 Unless specified otherwise elsewhere in this Agreement, the terms of this Agreement shall be in full force and effect on date of signing and shall remain in full force and effect through December 31, 2026.

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

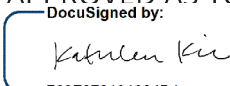
CITY OF BELLEVUE, WASHINGTON

By  DocuSigned by:  
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Chad Baker, Secretary-Treasurer

Date 10/24/2023

By  DocuSigned by:  
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City Manager's Office

Date 10/24/2023

APPROVED AS TO FORM:  
By  DocuSigned by:  
760F273191094B4...  
Kathleen Kline, Assistant City Attorney

## **APPENDIX "A" Wages (Fully Benefited)**

to the  
**AGREEMENT**  
by and between  
CITY OF BELLEVUE, WASHINGTON  
and  
PUBLIC, PROFESSIONAL &  
OFFICE-CLERICAL EMPLOYEES AND DRIVERS  
TEAMSTERS LOCAL UNION NO. 763  
(Representing the Utilities, Parks, Transportation,  
and Finance & Asset Management Employees)  
January 01, 2023 through December 31, 2026

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

- A.1 **2023 Wages:** Effective January 1, 2023, the monthly rates of pay which were effective as of December 31, 2022, will be increased by six percent (6%). In addition, the Skilled Worker classification shall receive a market adjustment of three percent (3%) and all other classifications in the unit will receive a market adjustment of one point five percent (1.5%). As such, the pay plan will be modified to conform with the following:



2023 Step Rates - Appendix A							
Job Title	1	2	3	4	5	6	+
Maintenance Aide 1	\$3,137.75	\$3,344.01	\$3,568.67	\$3,806.97	\$4,057.19	\$4,331.49	Monthly
	\$37,653.04	\$40,128.07	\$42,824.05	\$45,683.69	\$48,686.30	\$51,977.93	Annual
	\$18.10	\$19.29	\$20.59	\$21.96	\$23.41	\$24.99	Hourly
Maintenance Aide 2	\$3,824.56	\$4,081.28	\$4,353.29	\$4,643.07	\$4,906.23	\$5,281.71	Monthly
	\$45,894.73	\$48,975.32	\$52,239.43	\$55,716.86	\$58,874.79	\$63,380.51	Annual
	\$22.06	\$23.55	\$25.12	\$26.79	\$28.31	\$30.47	Hourly
Asst. Mechanical Svcs Tech	\$4,849.16	\$5,091.85	\$5,345.58	\$5,610.34	\$5,890.86	\$6,092.58	Monthly
Maintenance Worker	\$58,189.92	\$61,102.25	\$64,146.98	\$67,324.08	\$70,690.28	\$73,110.91	Annual
Maintenance Worker, Janitorial	\$27.98	\$29.38	\$30.84	\$32.37	\$33.99	\$35.15	Hourly
Meter Reader	\$4,896.44	\$5,140.71	\$5,396.01	\$5,663.92	\$5,946.01	\$6,150.89	Monthly
	\$58,757.27	\$61,688.53	\$64,752.15	\$67,967.05	\$71,352.17	\$73,810.63	Annual
	\$28.25	\$29.66	\$31.13	\$32.68	\$34.30	\$35.49	Hourly
Inventory Specialist 1	\$5,452.75	\$5,725.38	\$6,013.78	\$6,311.63	\$6,626.82	\$6,853.75	Monthly
Structural Maint Spec 1	\$65,432.95	\$68,704.60	\$72,165.37	\$75,739.58	\$79,521.85	\$82,245.06	Annual
Meter Technician	\$31.46	\$33.03	\$34.69	\$36.41	\$38.23	\$39.54	Hourly
Skilled Worker	\$5,532.11	\$5,806.10	\$6,096.41	\$6,403.02	\$6,721.06	\$6,952.65	Monthly
	\$66,385.29	\$69,673.25	\$73,156.92	\$76,836.30	\$80,652.67	\$83,431.77	Annual
	\$31.92	\$33.50	\$35.17	\$36.94	\$38.78	\$40.11	Hourly
Lead Worker	\$5,941.29	\$6,239.14	\$6,549.60	\$6,875.82	\$7,220.95	\$7,471.52	Monthly
Lead Maintenance Worker, Janitorial	\$71,295.45	\$74,869.66	\$78,595.18	\$82,509.81	\$86,651.37	\$89,658.25	Annual
Locator	\$34.28	\$36.00	\$37.79	\$39.67	\$41.66	\$43.10	Hourly
Structural Maint Spec 2							
Inventory Specialist 2	\$6,020.08	\$6,317.94	\$6,636.28	\$6,965.65	\$7,313.93	\$7,566.08	Monthly
	\$72,241.02	\$75,815.23	\$79,635.31	\$83,587.75	\$87,767.16	\$90,792.95	Annual
	\$34.73	\$36.45	\$38.29	\$40.19	\$42.20	\$43.65	Hourly
Fleet Priority Specialist Lead Worker - Programs	\$6,139.86	\$6,425.10	\$6,745.01	\$7,085.42	\$7,440.00	\$7,695.31	Monthly
	\$73,678.28	\$77,101.18	\$80,940.17	\$85,025.00	\$89,280.05	\$92,343.68	Annual
	\$35.42	\$37.07	\$38.91	\$40.88	\$42.92	\$44.40	Hourly
Technical Specialist	\$6,518.08	\$6,839.57	\$7,184.70	\$7,544.02	\$7,917.51	\$7,953.76	Monthly
	\$78,216.96	\$82,074.87	\$86,216.42	\$90,528.18	\$95,010.16	\$95,445.11	Annual
	\$37.60	\$39.46	\$41.45	\$43.52	\$45.68	\$45.89	Hourly
Technical Specialist, SCADA (final Title to be determined)	\$6,535.42	\$6,863.05	\$7,204.56	\$7,563.40	\$7,943.04	\$8,218.67	Monthly
	\$78,424.99	\$82,356.63	\$86,454.70	\$90,760.79	\$95,316.51	\$98,624.08	Annual
	\$37.70	\$39.59	\$41.56	\$43.63	\$45.83	\$47.42	Hourly
Crew Leader	\$6,557.48	\$6,888.43	\$7,231.98	\$7,580.26	\$7,966.37	\$8,235.85	Monthly
	\$78,689.74	\$82,661.11	\$86,783.75	\$90,963.17	\$95,596.40	\$98,830.23	Annual
	\$37.83	\$39.74	\$41.72	\$43.73	\$45.96	\$47.51	Hourly
Crew Leader - Tech Spec (Supervises Tech Spec(s) (TS) and has completed the TS Training Matrix)	\$6,888.43	\$7,231.98	\$7,580.26	\$7,966.37	\$8,235.85	\$8,500.61	Monthly
	\$82,661.11	\$86,783.75	\$90,963.17	\$95,596.40	\$98,830.23	\$102,007.33	Annual
	\$39.74	\$41.72	\$43.73	\$45.96	\$47.51	\$49.04	Hourly
Mechanical Svcs Tech							
Lead Mech Svcs Tech	\$7,188.96	\$7,549.36	\$7,925.01	\$8,319.74	\$8,737.35	\$9,040.54	Monthly
	\$86,267.49	\$90,592.29	\$95,100.17	\$99,836.87	\$104,848.16	\$108,486.49	Annual
	\$41.47	\$43.55	\$45.72	\$48.00	\$50.41	\$52.16	Hourly

A.2 **2024 Wages:** Effective January 1, 2024, the monthly rates of pay which were effective as of December 31, 2023, shall be increased by 90% of the CPI-W for the Seattle-Bellevue-Tacoma region for the 12-month period ending in the June prior with a minimum increase of 4% and a maximum increase of 5%.

A.3 **2025 Wages:** Effective January 1, 2025, the monthly rates of pay which were effective as of December 31, 2024, shall be increased by 90% of the CPI-W for the Seattle-Bellevue-Tacoma



region for the 12-month period ending in June prior with a minimum increase of 1.5% and a maximum increase of 5%.

- A.4 **2026 Wages:** Effective January 1, 2026, the monthly rates of pay which were effective as of December 31, 2025, shall be increased by 90% of the CPI-W for the Seattle-Bellevue-Tacoma region for the 12-month period ending in June prior with a minimum increase of 1.5% and a maximum increase of 5%.
- A.5 Wages are the only retroactive items unless otherwise stated and shall only be received by employees on the payroll and actively working for the City of Bellevue on the date of the bargaining-unit's ratification of this agreement; the only exception will be for retired employees who will be eligible for retroactive wage increases if they separated employment and filed for retirement between January 1, 2023, and the date of ratification of this Agreement and had actual hours worked in 2023.
- A.6 The first two (2) step increases (1 to 2, and 2 to 3), and the step increase from 4 to 5, shall be recognized as longevity step increases based upon the employee's tenure of employment computed from his/her first day of employment. Employees shall advance from one step to the next each twelve (12) months.
- A.6.1 Step increases for 3 to 4, and 5 to 6, shall be recognized as performance step increases based upon the successful completion of twelve (12) months of service in each respective performance step, and a satisfactory performance evaluation. Merit increase may be withheld or delayed for employee performance that does not meet standards, provided that the employee's performance deficiencies have been discussed and documented with the employee at least sixty (60) days in advance of the performance evaluation date to allow the employee sufficient time to correct his/her performance to meet standards.
- A.7 **Shift Change Premium** – Employees who are assigned to a new work shift that is for a time period of one (1) workweek or more and the shift change alters the beginning or end of the regular work shift by two (2) hours or more shall be paid a shift change premium of one dollar and fifty cents (\$1.50) per hour for all time worked during the new work shift, not to exceed a period of three (3) consecutive months; provided, however, the shift change premium shall not apply for those occasions and/or hours of work that are currently eligible for and have traditionally been paid under the overtime or callback provisions of Article 6. (Due to the nature of scheduling for golf course activities, golf course personnel will not be eligible for the premium provided by this Section.)
- A.8 An employee's pay rate upon promotion to a higher paid classification shall be paid at the next higher pay step in the new pay range so long as it is a minimum of a 5% increase. If the employee moves to a position in a lower pay range, the employee shall be placed at the closest pay rate provided that the employee's pay must not exceed the top step of that pay range. This provision does not apply to employees promoting outside of the bargaining unit.

The employee shall be assigned a new merit date.

- A.9 Technical Specialists who are on Step 6 shall have the opportunity to earn an additional 3.2% by completing and keeping current their City of Bellevue Training and Operations Technical Specialist Training Matrix and by maintaining a solid and acceptable level of performance (i.e., a score of 3 or greater for all performance dimensions as outlined in the City's performance evaluation form). Provided, however, under no circumstances, shall the additional 3.2% be paid if a formal certification and training matrix is not in place.
- A.10 The City shall provide to fully benefited employees in the bargaining unit who were employed on January 1, 2023, and are still employed with the city (provided they have not otherwise received a lump sum) a lump sum of fifteen hundred dollars (\$1,500), subject to all applicable withholdings and payroll taxes.
- A.11 To encourage retention of bargaining unit employees, in 2025 the city will provide a lump sum of three thousand dollars (\$3,000), subject to all applicable taxes and withholdings, to those fully benefitted represented bargaining unit employees who were employed in the unit on January 1, 2023, and that have been continuously employed in the unit and by the City through January 1, 2025.

**APPENDIX "B" Wages (Partially Benefited)**

to the  
**AGREEMENT**  
 by and between  
 CITY OF BELLEVUE, WASHINGTON  
 and  
 PUBLIC, PROFESSIONAL &  
 OFFICE-CLERICAL EMPLOYEES AND DRIVERS  
 TEAMSTERS LOCAL UNION NO. 763  
 (Representing the Utilities, Parks, Transportation,  
 and Finance & Asset Management Employees)  
 January 01, 2023, through December 31, 2026

- B.1 In lieu of being covered by the provisions of the articles of the parties' labor agreement (which are applicable to Regular and Limited Term fully-benefited employees as defined therein), partially-benefited employees shall be paid pursuant to the following wage schedule: The yearly increases of pay for the classifications of workers below shall be the same as the classification in Appendix A, unless otherwise required by law.

<b>2023 Step Rates - Appendix B</b>							
<b>Job Title</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	
Supported Emp Aide, Represented	\$15.74	\$15.74	\$15.74	\$16.47	\$17.56	\$18.74	Hourly
Maintenance Aide 1	\$18.10	\$19.29	\$20.59	\$21.96	\$23.41	\$24.99	Hourly
Maintenance Aide 2	\$22.06	\$23.55	\$25.12	\$26.79	\$28.31	\$30.47	Hourly

- B.2 Wages are the only retroactive items unless otherwise stated and shall only be received by employees on the payroll and actively working for the City of Bellevue as of the date of ratification.

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

CITY OF BELLEVUE, WASHINGTON

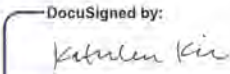
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Chad Baker, Secretary-Treasurer

Date 10/4/2023

By  DocuSigned by:  
EA37D84C88BF424  
City Manager's Office

Date 10/17/2023

APPROVED AS TO FORM:

By  DocuSigned by:  
A211B0D860302412  
Kathleen Kline, Assistant City Attorney