## MEMORANDUM OF AGREEMENT by and between CITY OF BELLEVUE, WASHINGTON and

## INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1604 Representing Battalion Chiefs

## IAFF Medical Expense Reimbursement Plan (MERP) – Sick Leave Accruals

This Memorandum of Agreement (Agreement) is entered into by and between the City of Bellevue (City) and the International Association of Fire Fighters Local #1604 (Union), representing all employees employed in the Bellevue Fire Department in the rank/position of Battalion Chiefs (collectively, the City and the Union are referred to as the "Parties").

The Parties agree as follows:

- 1. During the period of time covered by this Agreement, upon separation of service with at least twenty years of employment with the City of Bellevue or upon retirement, LEOFF 2 employees in the bargaining unit are entitled to receive a payment equal to twenty-five (25) percent of their current total unused but accrued sick leave hours, at the time of retirement or separation, multiplied by the employee's current hourly rate deposited into their IAFF Medical Expense Reimbursement Plan (MERP) account.
- 2. The City makes no representations or warranties regarding the tax consequences to any employee or union members regarding contributions to MERP or the use of those monies.
- 3. The Agreement shall be effective and binding from the date of execution until December 31, 2024. The Parties may extend the term of this Agreement by mutual agreement, in writing.
- 4. The Parties agree that this Agreement shall not establish a precedent of any kind, nor shall this Agreement have any evidentiary value, whatsoever, in any dispute between the City and the Union which does not directly involve this specific Agreement. This Agreement may also not be used in any interest arbitration proceeding concerning the status quo of any pre-tax contributions to MERP or other voluntary employees' beneficiary association type trust, plan, or arrangement.
- 5. The Parties agree that any dispute regarding a violation of this Agreement shall be resolved through the grievance arbitration process specified in the existing Collective Bargaining Agreement between the Parties.

Joe Todd, Deputy City Manager (On behalf of the City of Bellevue)  6/26/2024 Date:	Josh McCoy, President (On behalf of IAFF Local No. 1604) 6/26/2024 Date:
Approximations to Form:  Kuthulu Kin  780F273191094B4  Kathleen Kline, Assistant City Attorney	

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