

# **AGREEMENT**

**BETWEEN**

**CITY OF BELLEVUE**

**AND**

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
LOCAL 1604**

**Battalion Chiefs**

**January 1, 2025 - December 31, 2027**



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### **Preamble**

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

## **Article 1 - Definitions**

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

**"Administrative Assignment"** means a bargaining unit member who is assigned to a position other than a 24-hour shift. Administrative Assignment shifts are assigned to a 40-hour workweek. Such assignments include, but are not limited to, the EMS Division Commander, the Health & Safety Division Commander, and the Training Division Commander,

**"Administrative Leave"** means a paid leave of absence of an employee as approved by the Fire Chief or their designee, where it is determined to be in the best interest of the City. This leave is not deducted from the employee's compensated leave bank.

**"Bargaining Unit"** as used herein shall mean all employees employed in the Bellevue Fire Department in the rank/position of Battalion Chief.

**"Base Wage"** will be defined as the base monthly salary as set forth in Appendix A.

**"BCEX"** is defined as compensation for authorized work performed in excess of the member's normal work schedule for exempt employees. Such work is defined in Article 11.1 and shall be compensated at the following rate of pay:

Administrative Battalion Chiefs shall be paid at 1.5 times the base hourly rate of pay of an Administrative Battalion Chief (only for purposes of determining a BCEX rate, calculated using 2080 hours per year as the denominator and the annualized salary in Appendix A as the numerator).

**"Compensated Leave"** means the accumulation of time off with pay, whereby a fulltime employee shall receive the regular rate of compensation although they do not report for duty. Compensated leave shall include the following provisions: Article 11.4 (Administrative Days), Article 16 (Holidays), Article 17 (Vacation).

**"Department"** means the Bellevue Fire Department.

**"Domestic Partner"** whenever used in this agreement, will have the same definition as contained in the City of Bellevue's Human Resources Policies and Procedures Manual (HRPPM).

**"Employee"** means an individual employed in the bargaining unit covered by this Agreement.

**"Employer"** means the CITY OF BELLEVUE, WASHINGTON.

**"Immediate Family"** for purposes of Emergency and Bereavement leave means a full-time employee's:

- Parents (natural, step, adopted, foster, or an individual who stood in loco parentis to an employee when the employee was a son or daughter),
- Siblings,
- Spouse,
- Mother/Father-in-law,

- Daughters/Sons-in-law,
- Domestic partner,
- Mother/Father of domestic partner,
- Spouses of children of domestic partner,
- Children/Child (biological, adopted, step, foster, legal wards, domestic partner's child, or a child of a person standing in loco parentis),
- Grandparents,
- great-grandparents,
- grandchildren,
- and great-grandchildren.

**“Immediate Family”** for purposes of other leave types: For purposes of administering leave as applicable under the Washington State Family Care Act, the federal and state Family and Medical Leave Act, state and federal military leave laws, or other applicable leave laws as now or hereafter enacted or amended, the City will utilize the definitions provided in said laws.

**“Monthly Salary”** means the monthly rate of pay so identified and set forth in Appendix A to this Agreement.

**“Modified Duty”** means a temporary Administrative Assignment for a person who is recovering from an injury and/or illness and is unable to perform the essential functions of their job.

**“Overtime”** For FLSA non-exempt employees in the bargaining unit, overtime means the time worked in excess of the normally scheduled hours of duty, excluding any time worked as Union Work Replacement (UWR) or Shift Trade Work (STW).

**“Seniority”** means length of continuous service with the Bellevue Fire Department. When a break in service is due to a medical separation, then it means the total length of service with the Bellevue Fire Department excluding the time that the employee was away from work.

**“Years of Service”** means twelve (12) consecutive months of employment from the most recent date of hire. It shall also mean the total months of employment (divided by 12) if there was a separation due to a medical condition.

**“Union”** means the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS UNION, LOCAL #1604.

## **Article 2 - Recognition**

The Employer recognizes the Union as the exclusive bargaining representative for the employees in the Bargaining Unit.

### **Article 3 - Union Membership**

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

#### **Article 4 - Check-Off**

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

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



## **Article 5 - Non-Discrimination (CCL)**

### **5.1**

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

### **5.2**

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

### **5.3**

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

## **Article 6 - Seniority**

### **6.1**

A full-time employee will accrue seniority from their most recent date of hire in the Department, except where there has been a break in service due to a medical condition as set forth in 6.3. The Employer shall establish and maintain an accurate seniority list. As part of the employer's duty to maintain the seniority list, the following conditions apply:

- a. The seniority list will be brought up-to-date at least once per calendar year and made available for employees to view.
- b. In case of layoff, an employee will retain their seniority for a period of three years, provided they notify the Employer in writing of their desire to be recalled at intervals not to exceed six (6) months. If an employee does not notify the Employer, as specified, or does not return to duty when recalled, they shall be terminated.
- c. In the event that more than one employee is hired at a time, seniority will be based on one of the following methods:
  1. For employees hired between 1969 and 1996, their seniority will be determined by the grade point received on the written Civil Service Exam.
  2. For employees hired after 1996, seniority will be determined by the total grade point received following the City of Bellevue's Civil Service Commission's internal evaluation process.

### **6.2**

In the event that an employee should take unpaid, voluntary leave of absence, their seniority shall discontinue its accrual for the duration of such leave for the purposes of administering Article 17, Vacation.

### **6.3**

In the event that an employee has a separation due to a medical condition and is reemployed within five (5) years pursuant to Civil Service Rules, seniority and continuous service in the department will be counted from the employee's original employment date. Previous service will be restored to seniority. Employees who are reemployed after a medical separation do not receive credit for accruals of compensated leave during the time of their absence from employment. For the purpose of calculating longevity, credit is given for the time for previous years of active employment only with no credit given for the time of absence.

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

## **Article 7 - Reduction & Recall**

### **7.1 Reduction in Force (Layoff)**

The Employer shall provide the Union with reasonable notice in the event it decides to make any changes which would effectively reduce the number of Department personnel covered by this agreement. If the number of positions within any rank covered by this agreement shall be reduced, the employee with the least seniority in grade [most recent date of appointment to the rank] shall be the first to be reduced in rank; employees so reduced in rank shall be restored to the highest Civil Service rank previously held, the descending order of ranks being as follows: Battalion Chief, Captain, Lieutenant, Firefighter/Engineer, Firefighter. If this requires “bumping” of other positions, within the rank of Firefighter, the employee with the least seniority shall be laid off first; with the exception that the Employer shall be allowed to retain, out of seniority order, sufficient Paramedics to meet the needs of its emergency medical services program.

### **7.2 Recall from Layoff**

The last employee laid off shall be the first employee recalled. No new employee shall be hired until all laid off employees have been given an opportunity to return to work, provided they meet the requirements as set forth in Article 6 - Seniority. In the event that personnel reduction requires that officers or engineers be reduced in rank, said officers or engineers shall be reinstated when first vacancies exist, without being further tested. A chief officer who is reinstated shall resume their probationary period with a minimum of six (6) months required. In order to be reinstated as a chief officer, an employee [who had been in a probationary status when reduced in rank due to personnel reduction] must be employed by the City of Bellevue Fire Department at the time of reinstatement; an employee who declines to be reinstated thereby waives their reinstatement rights until such time as they may be appointed from a subsequent eligibility list.

## **Article 8 - Vacancies & Promotions**

### **8.1**

Vacancies and promotions for Battalion Chiefs shall be governed by the rules and regulations adopted by the Bellevue Civil Service Commission.

### **8.2**

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

### **8.3**

If the City intends to change the current Civil Service Rules in a manner that impacts vacancies and promotions, the City shall first give notice and an opportunity to bargain prior to making any such changes.

### **8.4**

An employee that is rehired after a medical separation will initially return as a chief officer. If no vacancies occur or are available, the City and the Union agree to meet and bargain over a solution.

### **Article 9 - Salary**

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

### **Article 10 - Education Incentive and Longevity Pay**

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

## **Article 11 – BCEX, Overtime, and Administrative Days**

### **11.1 Fair Labor Standards Act (FLSA) Exemption Status**

- a. Battalion Chiefs regularly assigned to work 24-hour shifts positions (“Platoon”) will be classified as non-exempt employees for overtime and other purposes pursuant to the FLSA.
- b. Battalion Chiefs regularly assigned to administrative assignment positions shall maintain FLSA exempt status from the requirements for overtime pay and as otherwise provided by law.

### **11.2 Overtime**

- a. When the Department determines that a need for overtime exists, non-exempt employees, shall be paid at one-and-one-half (1-1/2) times the basic hourly rate of pay or as required by law, except as otherwise noted in this Agreement.

### **11.3 BCEX**

- a. Administrative Battalion Chiefs, FLSA exempt employees, performing work in excess of the member’s normal work schedule shall be compensated at the BCEX rate of pay (defined in Article 1) rounded to the nearest quarter hour. All BCEX must be pre-approved by the Fire Chief or their designee.
- b. Examples of BCEX include:
  - Staffing at emergency incidents;
  - Staffing of Battalion 101 or Battalion 102, Battalion 103, departmental recognized special events such as Snowflake Lane, Bellevue Family 4<sup>th</sup>, etc.;
  - Authorized/required departmental meetings (such as Operations meetings, Officer/Platoon meetings);
  - Authorized/required departmental training classes;
  - Special projects or assignments as assigned by the Fire Chief or their designee.
- c. Members may request to receive BCEX as comp time, in lieu of pay. If approved by the Fire Chief, or designee, comp time will accrue in lieu of pay at a rate of 1.5 hours accrued for every hour of assigned work, to a maximum bank of 50 hours per year, and be scheduled at a time mutually agreeable to the Fire Chief and the employee. Any remaining compensatory time accrued but not used at the end of the year will be cashed out.
- d. BCEX opportunities shall be scheduled as described in Article 200, Section 20 of the Fire Department Standard Operating which shall also include any subsequent revisions agreed upon by the parties.

### **11.4 Overtime and BCEX Scheduling**

- a. Overtime or BCEX opportunities for staffing the operational (platoon) battalions or additional staffing needs shall be scheduled as described in Article 200, Section 20 of the Fire Department Standard Operating which shall also include any subsequent revisions agreed upon by the parties and the following rules:
  - 1) Under the current three (3) platoon model, a maximum of thirty (30) shifts per platoon may be filled using an Acting Battalion Chief during regular scheduled shifts and activities. Any overtime shifts worked by an Acting Battalion Chief in an Acting Battalion Chief Capacity are not included in this calculation
  - 2) On a trial basis, Deputy Chiefs will be allowed to fill Battalion Chief vacancies of up to six (6) shift

per year.

- 3) Overtime hiring for Battalion Chiefs staffing shall be filled using the existing low-hours methodology, with promoted Battalion Chiefs prioritized first, qualified Acting Battalion Chiefs prioritized second, and qualified Deputy Chiefs third.
- 4) For purposes of this agreement, a qualified Deputy Chief will be defined as a Deputy Chief who has previously worked and held the rank of a Bellevue Fire Department Battalion Chief in professional firefighting capacity.
- 5) Either party has the right to terminate this trial through notification in writing at any time, provided the City shall have thirty days to reschedule any impacted shifts. Otherwise, this trial will expire on December 31, 2026, unless it is mutually agreed, in writing, to continue. In the event the trial is discontinued, overtime hiring will revert to the current low hours methodology with promoted Battalion Chief priorities first and qualified Acting Battalion Chiefs second.

### **11.5 Recall for Staffing**

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

### **11.6 Administrative Days**

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

The work days and hours of administrative assignment may be varied without BCEX liability, however, the Fire Chief pledges to continue to support members in 40-hour work week administrative positions to maintain the 40-hour work week schedule.



## **Article 12 - Hours of Duty**

### **12.1 Twenty-Four (24) Hour Shift Personnel (Platoon Duty)**

- a. Regularly scheduled average weekly hours of duty shall not exceed 48.18 hours, scheduled by management personnel on an annual basis. The regularly scheduled duty hours shall be scheduled for periods of twenty-four (24) consecutive hours, Platoon rotation and shift start times are set forth in Article 200 Section 1 of the Fire Department Standard Operating Procedures.
- b. Average weekly hours of duty shall not exceed 48.18 hours; this is accomplished by the scheduling of seventeen (17) Kelly days a year.
  - i. One Kelly Day in each FLSA period.
  - ii. One additional Kelly Day in each quarter.
  - iii. Should the number of Kelly Days per year change, the Kelly Days will still be scheduled one per FLSA period with the balance being distributed in each quarter to the degree possible.
  - iv. The scheduling of any traded Kelly Days must be consistent with the above bullet points.
  - v. Kelly Days are intended to reduce the workweek for platoon employees. Therefore, the Department will not deduct sick leave from the timekeeping system for an employee's scheduled Kelly Days occurring during duty or non-duty disability leave or during a modified duty assignment.
  - vi. Kelly Days are not compensated leave and have no monetary value. Kelly Days will still be reported during the timekeeping process however they will have no monetary value assigned to them and the employee will not be required to replace Kelly Days with other forms of compensated leave.
  - vii. Fire Administration will report to the Finance Department the elimination of the Kelly Days scheduled during leave periods for administration purposes. (i.e., these Kelly Day will not be restored or rescheduled).
  - viii. Kelly Days will not be reported to DRS.
  - ix. As Kelly Days are intended to reduce the workweek for employees assigned to platoons, Kelly Days may be removed from an employee's schedule during modified duty or administrative assignment until such time as the employee returns to platoon duty.
  - x. Kelly Day may be traded between employees as long as it meets the requirements set out in this Article.
  - xi. Kelly Days will not be reported to the State, for purposes of Paid Family Medical Leave, as hours worked.

### **12.2 Administrative Assignment Personnel**

- a. The basic week of service for an administrative employee shall be not more than forty (40) hours. A week of service shall consist of five (5) eight (8) hour workdays, nine/eighty work week (eight (8) nine (9) hour workdays and one (1) eight (8) hour workday in a two-week period), or four (4) ten (10) hour workdays, including mealtime, or any other arrangement agreeable to Local 1604 and the Employer and not detrimental to the efficient rendering of duties.
- b. The administrative workweek starts at 0001 Monday morning unless it is stated otherwise, such as for a 9/80 schedule.

### **12.3 Transfers (reference Article(s) 16, 17 and Appendix “C”)**

- a. When employees are transferred between platoon duty and administrative duty, accrual rates (defined elsewhere in this agreement) affecting sick leave and vacation leave change. The parties acknowledge that the process of reconciling the status of employees who are transferred between platoon duty and non-platoon duty with regard to accrued sick leave, and vacation leave, shall make use of the appropriate conversion factors as set forth in Appendix “C”.
- b. Platoon to Platoon: When an employee is transferred from one platoon to another platoon, there will be a minimum of forty-eight (48) hours off between the last shift assigned on the old platoon and the first shift worked on the new platoon. During this forty-eight (48) hours off the employee is not eligible for mandatory overtime or BCEX.
- c. Platoon to Administrative Assignment: When an employee is transferred from a platoon schedule to an Administrative Assignment (non-platoon schedule), there will be a minimum of forty-eight (48) hours off between the last shift assigned on the old platoon schedule and the first day worked on the new Administrative Assignment. During this forty-eight (48) hours off the employee is not eligible for mandatory overtime or BCEX.
- d. Administrative Assignment to Platoon: When an employee is transferred from an Administrative Assignment to a platoon schedule, there will be a minimum of forty-eight (48) hours off between the last day assigned on the old Administrative Assignment and the first shift worked on the new platoon. During this forty-eight (48) hours off the employee is not eligible for mandatory overtime or BCEX.

### **12.4**

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

### **Article 13 - Shift Trades**

Employees shall have the ability to trade shifts as specified in Article 200, Section 13 of the Bellevue Fire Department Standard Operating Procedures (revised date of 03/26/21) which shall also include any subsequent revisions agreed upon by the parties.

#### **Article 14 – Mileage**

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

## **Article 15 - Duty Out of Rank or Pay Class**

### **15.1 Acting Rate of Pay**

Battalion Chiefs assigned to act as an Acting Deputy Chief or Acting Fire Chief shall be compensated at 110% of the Administrative Battalion Chief base hourly rate of pay during the period for which they are so assigned.

### **15.2 Backfilling Positions**

It is understood that whether or not the former position is backfilled while the employee is acting in a higher position shall be at the discretion of the Fire Chief, or their designee.

## **Article 16 – Holidays (CCL)**

### **16.1 Holiday Accrual for 24-hour shift employees**

- a) On the first of each year, all shift employees will be credited with 72 hours of Holiday Leave.
- b) If an employee is transferred from an Administrative Assignment (non-platoon schedule) to a 24-hour shift (platoon) assignment, the employee will be credited with twenty-four (24) hours of Holiday Leave. In addition, the employee would retain any unused personal holiday hours for use later in the year.
- c) At the beginning of each pay period each employee will be credited three (3) hours of Holiday Leave available to be used from the first of the month.
- d) If an employee works on the 4<sup>th</sup> of July, Thanksgiving or Christmas they shall be paid at an hourly rate of one and one-half times their straight-time hourly rate for each hour worked on the holiday. (Each Holiday is defined as the regularly-scheduled 24-hour period for the position.) This rate of pay is equal to an additional half-time pay over their regular rate of pay. For example, an employee working a non-overtime shift would receive an additional half (1/2) time on a Super Holiday; an employee already working overtime on a Super Holiday will be paid at double their Regular Rate.
- e) Employees will be allowed to have a negative balance of Holiday Leave if it is anticipated that they will be able to have a zero balance by the end of the year. If an employee has a negative balance when they separate from service, the negative balance will be deducted from their other compensated leave.
- f) Employees may sell back up to 23.75 hours of unused holiday leave at the end of the year, If Holiday Leave is not used or sold back by the end of the year, it will be forfeited. The cash out will be paid on the first payday of the next calendar year.
- g) Any employee who quits, retires, dies or is terminated will receive regular compensation for any accrued Holiday Leave, which has not been used. Accrued Holiday pay and/or termination pay of a deceased employee will be paid to the same individual to who is paid their accrued wages.
- h) The Union reserves the right to request to transfer 24 hours of Holiday Leave per year from each platoon employee's holiday accrual to the union leave bank for the purpose of conducting Union business, so long as the balance of hours held for Union business is less than 3500 hours. The City agrees to withhold and transfer the agreed upon amount of hours effective February 1st of each year, with the Union declaring the desired transfer by October 1st of the preceding calendar year. The balance of hours will be used for Union business as described in Article 19 – Union Work Replacement. Account balances will be communicated between the Union Treasurer and the Bellevue Fire Department Fiscal Manager or their designee upon request on a quarterly basis.

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

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

New Year's Day – January 1<sup>st</sup>

Martin Luther King, Jr.'s Birthday – 3<sup>rd</sup> Monday in January

Presidents' Day – 3<sup>rd</sup> Monday in February  
Memorial Day – Last Monday in May  
Juneteenth – June 19<sup>th</sup>  
Independence Day – July 4<sup>th</sup>  
Labor Day – 1<sup>st</sup> Monday in September  
Veterans' Day – November 11<sup>th</sup>  
Thanksgiving – 4<sup>th</sup> Thursday in November  
The Day after Thanksgiving –  
Christmas Day – December 25<sup>th</sup>

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

### **16.3 Holiday Sell Back**

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

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

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

## **Article 17 - Vacation Leave**

### **17.1 Vacation Accrual**

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

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

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

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

- a) Vacations will be scheduled at such times as the Employer finds most suitable after considering the wishes of the employee and the requirements of the Department. 24-hour shift (platoon) Battalion Chiefs shall be allowed to choose vacation separately from the rest of the shift. Battalion Chiefs assigned to a platoon assignment, will pick vacation utilizing the departmental process by alternating which Platoon BC selects first on an annual basis.
- b) Lateral Hires: For purposes of determining vacation hours to be accrued, lateral hires shall have their Vacation



Leave adjusted to include the employee's length of full-time, non-volunteer, career fire service. This shall include periods of service with prior employer(s), except in instances where there is a break in career fire service of two years or more. If there is a break in career fire service of two years or more, then all service prior to the break in service shall be disqualified from consideration for vacation accrual.

- c) Vacation time shall accrue for service time during a fraction of a pay period so long as the employee has compensable hours in that pay period.
- d) Vacations may not be accumulated from year to year, except as provided in this Section. Vacation balances on December 31 shall determine the number of vacation shifts for the following year. No partial shifts (less than 24 hours) will be scheduled during the regular vacation selection process. All accrued vacation hours not utilized shall carryover to the next calendar year (limited to 304 hours). An employee who does not use their accrued vacation during the twelve (12) calendar month period immediately following the completion of the year of continuous service in which the vacation was accrued, shall waive any hours in excess of 304 hours of accrued vacation; except as authorized by the Fire Chief under City Policy. An employee cannot, as a matter of right, waive their vacation and draw vacation pay in addition to pay while on duty.
- e) An employee who quits, retires, dies or is terminated will receive regular compensation for any accrued vacation, which has not been used. All such accrued compensation for vacation will be paid to the employee's MERP account. Accrued vacation pay and/or termination pay of a deceased employee will be paid to the same individual to whom is paid their accrued wages.
- f) Employees who are on a modified duty assignment, or temporary Administrative Assignment, shall not have their vacation accrual rates adjusted until such time the employee is in that assignment in excess of six (6) months. At the beginning of the next pay period accrual rates will change to the 40-hour accrual rates. The vacation accrual change will not be retroactive. At that time, the employee's Vacation leave balance will be adjusted according to Appendix C.

## **17.2 Vacation Sell Back**

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

## **Article 18 - Leaves**

### **18.1 Accrual of Sick Leave**

- 1) Employees who work 24-hour shifts shall accrue sick leave at the rate of nine (9) hours per pay period of on-the-job duty or approved credit for eight full shifts of work.
- 2) 40-hour employees shall accrue sick leave at the rate of 4 hours of leave per completed pay period of on-the-job duty.

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

### **18.2 Limits on Sick Leave Accruals**

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

### **18.3 Payment to MERP upon Separation**

- a. Upon separation from service with at least twenty (20) years of employment with the City of Bellevue, or upon retirement, LEOFF 2 employees shall be entitled to receive a cash payment equal to thirty-two (32) percent of their current total of unused accrued sick leave hours, with an additional eight (8) percents for those who have been enrolled in "Choice" Plan or the Kaiser Permanente HMO for three (3) years prior to retirement or separation, multiplied by the employee's current hourly rate deposited into their IAFF MERP (Medical Expense Reimbursement Plan).
- b. The City makes no representations regarding the tax consequences to any employee/union member of their contributions to MERP.

### **18.4 Permissible Use of Sick/Disability Leave With Pay**

- a. Sick/disability leave pay will be limited to the following situations:
  - injury or illness of an employee constituting a hazard to their own safety and health or that of other employees; medical or dental care or treatment for the employee; or quarantine of the employee due to exposure to contagious disease;
  - To care for themselves or a family member (defined as a child, parent, spouse, or registered domestic partner, grandparent, grandchild or sibling, or as defined in RCW 49.46.210) for:
    - Mental or physical illness, injuries, or health conditions;
    - The need for medical diagnosis, care, or treatment of mental or physical illnesses, injuries, or health conditions; or
    - The need for preventative medical care.
  - During the closure of:
    - The employee's City of Bellevue work site (e.g. Fire Station, Public Safety Training Center, City Hall etc.) by order of a public official for any health-related reason; or

- An employee's child's school or place of care by order of a public official for any health-related reason.
- To address issues related to domestic violence, sexual assault, or stalking under Washington Domestic Violence Leave Act.
- To allow the employee to prepare for, or participate in, any judicial or administrative immigration proceeding involving the employee or employee's family member.
  - Documentation supporting the need for such leave may be provided by an advocate for immigrants or refugees, an attorney, a member of the clergy, or other professional. An employee may also provide a written statement the employee or the employee's family member is involved in a qualifying immigration proceeding and that the leave taken was for an appropriate purpose.
  - Such documentation will not disclose any personally identifiable information about a person's immigration status or underlying immigration protection.
- In the case of LEOFF 2 employees, care for a child (natural, step or foster) of the employee under the age of eighteen who has a health condition which requires treatment or supervision.
- b. Employees on twenty-four (24) hour shifts shall generally strive to schedule appointments with medical and dental care providers, when possible, during non-duty hours.
- c. Sick/disability leave is permitted only when the employee, or someone on the employee's behalf has notified the employee's supervisor within a reasonable time of the employee's scheduled starting time as defined by the employee's department work rules.
- d. In the event an employee would be working a shift they are not normally scheduled to work pursuant to a shift exchange agreement, sick/disability leave will only be available in the event that Employer notification takes place within twenty four (24) hours prior to the scheduled trade.

### **18.5 Requirement for a Physician's Certificate**

To ensure the health, welfare and safety of the employee and fellow employees, the City may require a physician's certificate or other verification indicating approval for the employee to return to work for absences of personal illness or injury when an absence exceeds three (3) consecutive days that the employee was required to work. Misrepresentation of any material facts in connection with paid sick or disability leave by any employee will constitute grounds for disciplinary action up to and including discharge.

### **18.6 Use of Compensated Leave When Sick Leave is Exhausted**

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

### **18.7 Workers' Compensation**

- a. In any case where an employee is entitled to benefits under the State Workers' Compensation Act as it is now defined providing payments to injured or disabled workers, the City shall pay only the difference between the benefits received by such employee and their Regular Rate of compensation that they would have received had they been able to work.
- b. The foregoing payment by the City shall be limited to the period of time that such employee has accumulated sick leave credits as specified in Section 18.1 and Section 18.2 herein above, except as otherwise provided by law.
  - i. Bargaining unit members who suffer from duty-related injuries or illnesses shall have only nine (9)

months from the date of injury or illness diagnosis within which they will be entitled to receive the Disability Leave Supplement for Firefighters under RCW 41.04.500-550 (Supplement).

- ii. The Supplement shall be paid for a cumulative period of six (6) months, as long as such periods occur within the nine (9) month window that begins to run on the date of the injury or illness.

The Supplement shall be paid starting on the first day a member is temporarily disabled from work, as provided by a completed Activity Prescription Form (APF) The Supplement shall not be paid retroactively for any disability that is claimed pre-dating medical treatment for such disability.

- iii. For purposes of computing how much accrued paid leave a member must use to equal 100% of the member's regular pay on the day of injury, including applicable add-to-pay(s), the City will pay the member a disability leave supplement equal to 87.5% of the member's regular pay including the time-loss payment.
- iv. The member's share of the Supplement (12.5% of regular pay, e.g., 3 hours of compensated leave for a 24-hour shift) shall be contributed using a deduction from the member's accrued paid leave, while available, as its portion of the disability leave supplement.

### **18.8 Requirement for Physician's Certificate – Workers Compensation**

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

### **18.9 Bereavement Leave**

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

### **18.10 Emergency Leave**

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

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

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

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

#### **18.11 Military Leave**

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

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

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

#### **18.12 Jury Duty Leave**

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

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

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

#### **18.13 Family & Medical Leave**

- a. Family Leave, including maternity/paternity leave, shall be available to the employee as presently required by state and/or federal law and City of Bellevue policy.
- b. Washington Paid Family and Medical leave (PFML) benefit will be available to eligible employees according to the provisions of Title 50A RCW and the Employer's pertinent policies and procedures. This benefit is funded, per the RCW, through employer and employee premium contributions collected since January 1, 2019. The employee's share of the premiums for PFML and any surcharges will be collected through a payroll deduction and remitted to the Employment Security Department of Washington State, as provided in Title 50A RCW.

- c. Upon the start of the first pay period following execution of this Agreement, the employee will pay the statutory premium share set forth by the Washington State Employment Security Department during the term of this Agreement but is not waiving its right to bargain any subsequent changes during future negotiations with the City.
- d. Family Leave, including maternity/paternity leave, shall be available to the employee as presently required by state and/or federal law and City of Bellevue policy. Family and Medical Leave (FMLA) runs concurrently with other qualifying leaves (e.g. worker's compensation leave) for the same injury or illness unless the employee is receiving PFML, in which case only FMLA and PFML run concurrently.
- e. LEOFF 2 employees who elect not to use PFML may use up to 72 hours of accrued sick leave for newborn or adopted child. Said sick leave to care for a newborn or adopted child shall be used within 30 days of its birth or adoption.
- f. If the need for PFML for the birth or placement of a child is foreseeable, the employee shall notify their supervisor at least thirty (30) days prior to the expected start of the leave so that necessary planning can occur. If the birth or placement of a child with the employee requires leave to begin in less than 30 (thirty) days, the employee shall provide such notice as is practicable. In all other circumstances, if the need for PFML is foreseeable based on planned medical treatment, the employee (a) must make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the Employer, subject to the approval of the health care provider of the employee or the health care provider of the family member, as appropriate; and (b) Must provide the Employer with not less than 30 (thirty) days' notice, before the date the leave is to begin, of the intent to take family or medical leave, except that if the date of the treatment requires leave to begin in less than thirty days, the employee must provide such notice as is practicable.
- g. If an employee is receiving Washington Paid Family Medical Leave (PFML) benefits, the employee may elect to supplement the State benefit with their accrued leave. In such cases, the employee will provide proof to the City that they have applied for and been approved for PFML and the amount of their weekly benefit. Supplementation may not result in the employee receiving more than 100% of their regular wages while the employee is on PFML if the employee elects to supplement.

#### **18.14 Family Leave for Domestic Partners**

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

#### **18.15 Qualifying Military Exigency Leave**

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

#### **18.16 Domestic Violence Leave**

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

## **Article 19 - Union Work Replacement**

### **19.1 Time Off**

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

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

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

### **19.2 Release from Duty**

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

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

### **19.3**

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

### **19.4**

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

### **19.5**

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

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

## **Article 20 - Prevailing Rights**

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



## **Article 21 - Management Rights**

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

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

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

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

## **Article 22 - Union Communications**

### **22.1 Bulletin Boards**

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

### **22.2 Union E-Mail Communications**

- a. The Employer agrees to allow Union Executive Board members access to the Employer's email system for official meeting and election notices or other official Union E-mail communications approved in advance by Fire Administration. Any other business of the Union will not be conducted via the City's E-Mail system.
- b. The Union understands any use of the City's technology resources, including the E-mail system, is subject to the City Technology Resource Usage Policy including but not limited to the policy that there is no right to privacy in the use of the City's technology resources and that the City's E-mail system is subject to public disclosure and the Union will ensure that it follows all applicable laws and city policies related to this technology.

### **Article 23 - Savings Clause**

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

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

## **Article 24 - Grievance Procedure**

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

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

### **24.1 Step 1**

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

### **24.2 Step 2**

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

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

### **24.3 Step 3**

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

### **24.4 Step 4**

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

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

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

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

## **Article 25 - Communication Procedure**

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

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

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

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

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

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

### **Article 26 - Performance of Duty**

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

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

### **27.1 Medical/Health Coverage**

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

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

**27.1.3** Affordable Care Act: The City may implement plan design and/or vendor changes and/or contract for the provision of medical insurance and/or no longer be self-insured in order to limit plan offering cost to the annual individual and family caps as defined by the ACA (other plan tiers will be adjusted accordingly based on actuarial projections with these caps in mind.) The City shall meet and confer with the Union prior to implementing any plan design, vendor, and/or self-insured changes for each year. Should the City elect to make changes to the Bellevue Health Plans, the Union has the right to negotiate any impacts of such changes within thirty (30) days after any such changes take effect.

### **27.2 Plan Year**

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

### **27.3 Premiums for Health Coverage**

**27.3.1** Self-Insured Medical: In each contract year, the monthly premium shall be the renewal premium equivalent rates in the annual actuary report effective each January for self-insured medical plans, which shall be determined by the actuary. The actuary shall include excess money in the reserves in determining the rates.

**27.3.2** Insured Medical, Dental, and Vision: Monthly premiums shall be based on the actual rate charged to the City by the insurance company (e.g. Kaiser, Delta Dental, Willamette, VSP, etc.).

### **27.4 Medical Premium Sharing Formulas**

**27.4.1** It is agreed that the City will pay 100% of the monthly premium contribution for employee health insurance, regardless of the City health plan selected by the employee.

**27.4.2** It is agreed that the Employer will pay ninety percent (90%) and the employee will pay ten percent (10%) of the monthly premium contribution for dependent medical coverage.

### **27.5 Health Plans and Rates**

**27.5.1** Medical Plans: Employees will be eligible to enroll themselves and their dependents at hire, open enrollment, or at a qualifying event in either the Core or Choice medical plan administered by Premiera, or the HMO option administered by Kaiser Permanente. See Attachment A for plan highlights.

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

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



**27.5.4 Cost Containment:** The Union and all employees covered by this Agreement shall cooperate with the City in all cost containment efforts including further study and implementation of cost containment alternatives; provided that the City shall not implement any reduction in benefits without reasonable notice and mutual agreement of the Union. The Union members will have representation in the City's cost containment decisions as other employee groups.

**27.5.5** The Employer will continue to involve bargaining unit representatives in education and training regarding health coverage issues and any options that may be under consideration prior to implementation. This is not a waiver of any bargaining rights.

**27.5.6** If the City allows other City employees to continue medical benefits at their own expense after normal service retirement, then such privilege shall also be extended to employees in this bargaining unit at normal service retirement for the same period and under the same conditions.

**27.5.7 Dental Premium Formula Sharing:** The Dental coverage for employees shall be provided and paid at 100% by the Employer and paid at 80% by the Employer for dependents. Dental coverage may be elected independently from medical coverage; however, employees must always elect dental coverage for themselves in order to enroll dependents. Dental coverage offered shall include the Delta Dental plan and the Willamette Dental Maintenance Organization plan.

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

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

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

**27.6 Life Insurance:**

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

**27.7 Indemnification and Legal Representation:**

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

The City shall provide insurance coverage under its self-insurance program, or any policy or policies obtained by the City in place thereof, indemnifying the employee for loss if the employee becomes legally obligated to pay for damages which result from errors or omissions of the employee performed or omitted by the employee on behalf of the City in his or her capacity as an employee and within the scope of their employment with the City.

The obligations of the City under this Article shall not apply to any dishonest, fraudulent, criminal, or malicious act of any employee. As express conditions of the City's obligations under this Article, the employee shall cooperate fully with the City in the defense of any such claim or suit, and the City shall have the sole and exclusive right to compromise, settle, dispose of or litigate any such claim, and shall have no

obligation under this Article to pay the amount of any settlement, compromise or judgment entered into or allowed by the employee without the City's prior written consent.

#### **Article 28 - MEBT**

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

## **Article 29 - MERP**

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

The contribution rate shall be deducted from the employee's paycheck on a pre-tax basis at a monthly rate established by the Union for this bargaining unit. The Union shall have the option to adjust the contribution rate one time annually with thirty (30) days' notice to the employer.

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

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

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

### **Article 30 - Annual Fitness Evaluation – Fitness Testing**

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

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

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

## **Corrective Action Matrix**

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

### **First Failure:**

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

### **Second Failure:**

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

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

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

### **Third Failure:**

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

### **Fourth Failure:**

If the member fails the CSFE again due solely to fitness, Modified Duty status shall be re-evaluated based on the member's effort and progress. If continued Modified Duty is granted, the member shall continue the work-out

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

**Fifth Failure:**

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

**Sixth Failure:**

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

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



### **Article 31 - State and Federal Emergency Mobilization**

#### **31.1.**

It is the Fire Chief's decision, when not mandated by law or other agreement, to mobilize Bellevue personnel for a State or Federal Emergency Mobilization. Personnel deployed on a State or Federal mobilization on a voluntary basis will be compensated at their normal rate of pay, including overtime, for hours worked. The employer will only compensate the employee for hours worked as defined below:

- a) All hours regularly scheduled at their home agency for personnel assigned to a mobilization incident will be compensated at the employees' normal rate of pay. For Example - A "B Shift" employee assigned to a mobilization would receive their normal rate of pay for regular hours worked on B platoon days —excluding all scheduled Kelly Days, Vacation days and such.
- b) All hours not regularly scheduled to work at their home agency and assigned on the incident action plan will be compensated at the employee's normal overtime rate.
- c) Employees assigned to a mobilization will be guaranteed a minimum work period of 12 hours per day for the duration of their deployment. For Example — An employee assigned to a "Days" schedule, would receive 8 hours of regular pay, and 4 hours of Overtime for a 12 hour shift. A "B Shift" employee would receive 12 hours of Overtime for a 12 hour shift that was not scheduled during a normally scheduled B shift day.
- d) 'Hours Worked/Assigned' examples include: Reasonable time spent in preparation for work (both before and after shift), travel to and from the assignment, time spent in staging, briefings, check in, and demobilization. All hours worked for resources assigned to Standby (in Base Camp) for initial attack, or emergency deployment to the field, even though they might not be assigned to the Initial Action Plan will also be reimbursable. Not included as hours worked are meal times, sleep times, and any time where employees are unassigned. During unassigned hours, employees are free to leave base camp and are free from duty.

- 31.2.** Employees will be chosen for deployment on a voluntary basis, following the employee's position on the employer's Overtime list. Employees holding certifications and/or training pertinent to the mobilization may be given first consideration.
- 31.3.** In the event the employer determines that employees are required to respond to the mobilization, all employees deployed shall be paid portal to portal, 24 hours a day, for the length of their deployment. Maximum deployment length for employees required to respond shall be 3 days — at which time the employer shall facilitate the rotation of personnel.
- 31.4.** During the time of deployment, all employees shall be covered by any and all applicable benefits, as would normally occur if the employee was working within their normal assignment. For example, an employee's injury or illness occurring while an employee was on uncompensated time would not be covered by Industrial Insurance if it would not be covered if the employee was not on deployment.
- 31.5.** In the event multiple personnel are deployed (for example in a Strike Team, or Task Force format), consideration should be given to assigning a paramedic as the 4th member of the crew for the protection of members.

## **Article 32 - Physically Capable**

### **32.1**

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

### **32.2**

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

### **32.3**

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

### **32.4**

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

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

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

### **32.5**

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

### **32.6**

The member is responsible for all costs associated with consulting their treating physician under their normal claims experience. The City is responsible for all further costs initiated by the City and associated with evaluating

the member's ability to perform essential job functions and/or any other applicable law that involves direct costs for services associated with such evaluations, screenings and examinations.

## **Article 33 - Drug & Alcohol Testing**

### **33.1 Agreement**

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

### **33.2 Application**

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

### **33.3 Statement of Purpose**

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

### **33.4 Prohibited Substances**

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

- 1) alcohol
- 2) cannabis/marijuana
- 3) cocaine
- 4) heroin
- 5) opium or opiates
- 6) phencyclidine (PCP)
- 7) lysergic acid diethylamide (LSD)
- 8) barbiturates
- 9) amphetamines or methamphetamines
- 10) methaqualone
- 11) mescaline
- 12) glutethimide
- 13) phencyclidine
- 14) procyclidine
- 15) other controlled substances as now defined, or hereinafter defined, under RCW 69.50.101
- 16) a prescription drug for which the employee does or does not have a current, valid, personal prescription and which is not authorized or approved for use on the job.
- 17) any over-the-counter drug which may impair job performance and safety.

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

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

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

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

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

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

### **33.5 Procedure**

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

2) Medications: It is the responsibility of an employee using medications, both prescription and non-prescription, to review cautionary warnings for potential side effects. If the cautionary warning states a potential side effect that would interfere with the employee's duties, the employee shall inquire of the issuing medical authority as to the potential impact of the drug to impair their ability to work safely and effectively. An employee shall inform their supervisor of such.

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

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

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

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

7) If a drug test has been undertaken, the employee shall be relieved of their duties and placed on administrative leave with pay status until a clear determination can be made as to the status of drug or alcohol use. If the test is negative, the employee may be counseled by a physician and returned to work if appropriate to the medical

diagnosis. In such cases there shall be no loss of pay or benefits and the employee shall be fully cleared of any such charges. All references to the drug test shall be purged from the employee's file. A signed physician's release may be required by the City, at the City's discretion, before the employee is returned to work. Time lost due to an illness will be charged to sick leave or disability leave as appropriate.

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

9) In cases where immediate termination is not warranted, the employee may be subject to other disciplinary action but is entitled to sick/disability and other paid leave benefits as provided by law and/or the labor agreement. The employee shall be evaluated by a licensed drug/alcohol evaluator agreed upon by the City and the Union. Where appropriate, the employee shall be referred to a rehabilitation program. Participation by the employee in the approved treatment program is mandatory if required by the drug/alcohol evaluator and the City. Refusal to participate in such a prescribed rehabilitation program shall be grounds for disciplinary action, up to and including termination. The nature of the rehabilitation program and conditions of return to work shall be determined by the licensed drug/alcohol evaluator subject to City safety concerns.

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

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

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

13) All tests shall be conducted to ensure that blood or urine samples submitted are handled per NIDA standards. All samples must be stored in a scientifically acceptable manner as established by NIDA. Split samples shall be

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

14) Employees who relapse from treatment while under the conditions of a return-to-work agreement triggered by this policy and for whom reasonable suspicion of substance use is established a second time and/or whose test results are positive will be subject to disciplinary action up to and including discharge. In such circumstances, the employee will be placed in an unpaid leave status until a decision is made to terminate the employee or to continue employment of the employee. The Union, the City, and the testing physician/counselor, if appropriate, will meet and attempt to reach a consensus on a course of action with respect to this step of the policy. The Union and the City may consider such mitigating factors such as the employee's length of sobriety and job performance in such situations, and other relevant factors. Again, the City retains the right to exercise its prerogatives to take appropriate disciplinary action. Any disciplinary action taken under this policy may be grieved as provided in the labor agreement between the Union the City unless there is a violation of a last-chance return-to-work agreement.

### **33.6 Other**

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



#### **Article 34 – Miscellaneous**

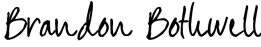
During the term of this Collective Bargaining Agreement as set forth in Article 36, the parties agree that if the City and Union reach new agreements on Annual Fitness Testing (Article 31), Physically Capable (Article 33) standards or Drug and Alcohol Testing (Article 34), or Worker Compensation that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

The parties also agree, that if the Parties bargain material changes regarding medical health insurance in the Collective Bargaining Agreement covering the Firefighters bargaining unit, that the Parties agree that this unit will have those new terms applied to this Agreement in the same manner and terms, and that this Unit waives any right to bargain such changes with the Employer.

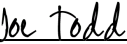
### **Article 35 - Terms of Agreement**

Except as otherwise provided herein, or in separate agreement between the parties, for employees in the bargaining unit as of the date this agreement is executed, the terms of the agreement shall be in full force and effect upon the date executed by both parties and shall remain in full force and effect through December 31, 2027. All employees in the bargaining unit as of the date this agreement is executed shall receive retroactive compensation of all back wages, longevity and education increases.

Dated: 6/27/2025

Signed by:  
  
83B3C23DEA754C3...  
Representing IAFF Local #1604

Dated: 6/26/2025

Signed by:  
  
760F273191094B4...  
Representing City of Bellevue

Approved as to Form:

Signed by:  
  
760F273191094B4...  
Assistant City Attorney

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

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Salary changes will be retroactive to January 1, 2025, for employees in the bargaining unit as of the date this Agreement is executed

**A.1 Platoon Battalion Chief**

The monthly salary rates shall be increased by the percentage required to maintain an 11.5% differential between the Platoon Battalion Chief base salary and the Platoon Captain base salary (at top step).

The base hourly rate of pay of a Platoon Battalion Chief will be calculated using 2505.36 hours per year as the denominator and the annualized salary as determined by language above as the numerator.

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**A.2 Administrative Battalion Chief Salary Calculation**

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

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

## **Appendix B – Longevity and Education Pay**

### **B.1 Longevity Pay**

Based on current assignment and wage scale, the following longevity pay schedule shall apply based upon the employee's base pay and will be retroactive to January 1, 2025, for employees in the bargaining unit as of the date this Agreement is executed:

Years	Longevity
10	3.0%
15	7.0%
20	9.0%
25	11.5%
30	13.5%
35	14.5%
40	15.5%

### **B.2 Education Incentive**

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

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

- A. Employees who earn degrees or certifications from a nationally accredited institution or the National Fire Academy shall be granted education incentive pay as a percentage increase to their base wage.
- B. The 45 credits incentive can be earned by the completion of prerequisite, core, or general undergraduate requirement credits towards a two or four-year degree at an accredited college or university. Such credits shall apply to the general education requirements or electives required for a fire service-related degree, as evaluated by Commander, Training division.
- C. Only one of the below pay increases will be applied:

Attaining/Completing 45 credits .....	2.5%
Attaining an Associate's of Arts or Sciences degree.....	4.0%
Attaining a Bachelor's of Arts or Sciences degree.....	5.0%
Attaining a Master's of Arts or Sciences degree.....	6.0%
Completion of the Executive Fire Officer (EFO) program, National Fire Academy...	6.0%

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

Chief Fire Officer designation from the Commission on Professional Credentialing (CPSE): One-time recognition pay of \$1200.
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**Appendix C – Movement between Platoon and Non-Platoon Duty**  
**Holiday, Vacation, & Sick Leave Hours**

When employees are moved between platoon duty and non-platoon duty for extended periods (meaning more than six (6) months), accrual rates (defined elsewhere in this agreement) affecting sick leave, vacation leave and holiday hours change.

When employees are moved between platoon and non-platoon duty for short/temporary periods (defined as less than six (6) months), accrual rates will not be changed. If a short term or temporary assignment exceeds six (6) months, the accrual rate will change for the first pay period that exceeds six (6) months (non-retroactive).

When reconciling the status of employees who move between platoon duty and non-platoon duty with regard to accrued sick leave, vacation leave, and holiday hours, the appropriate conversion factors, as set forth below, shall be utilized.

**Holiday Hours [as defined in Article 16.A].**

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

**Vacation Leave [as defined in Article 17]**

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

### **Appendix D – Service Awards**

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

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

**MEMORANDUM OF UNDERSTANDING - Retroactive Pay**  
**by and between**  
**CITY OF BELLEVUE, WASHINGTON**  
**and**  
**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1604**

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The City of Bellevue (City) and the International Association of Firefighters, Local 1604 (Union) hereby enter the following Memorandum of Understanding (MOU):

**AGREEMENT**

This MOU is being executed in conjunction with the ratified successor collective bargaining agreement (CBA) that covers the years 2025-2027 setting the terms and conditions for employees in the Battalion Chiefs bargaining unit.

1. The parties agree that the following provisions in the CBA will be effective on the following specific dates, all other effective dates are per the CBA's terms:
  - a) The increase to the Acting Rate of pay will be effective on January 1, 2025.
  - b) The change to the calculation of the Administrative Battalion Chief hourly rate for BCEX will be effective on January 1, 2025.
  - c) The changes in the accrual of sick leave outlined in Article 18 – Leaves, will be effective on January 1, 2025.
  - d) The FLSA exemption status of Platoon Battalion Chief and related provisions will be effective on July 1, 2025.
  - e) The modifications to the education incentive, Appendix B, will be effective on September 1, 2025.
2. The City and Union agree to the retroactive application of wages for those individuals who have since either 1) promoted out of the bargaining unit but are still employed by the City as of June 1, 2025, or 2) retired from their bargaining unit position on or after June 1, 2025 but prior to execution of the CBA. These employees will receive retroactive pay, and the Parties will make a good faith effort to identify such employees within 60 days from full execution of this MOU.
  - a) The period of retroactive application of wage increases shall be for hours worked from the effective date of the wage increase set forth in the CBA through the last day worked in a bargaining unit position. Other items not directly tied to the increase of wages and hours worked and that are new benefits, such as PFML supplementation, changes to FLSA statuses, modified sick leave accruals, or

increases to acting rates, are not retroactive and are not included in this MOU except for sick leave and vacation cashout into MERP.

- b) The Parties agree that, if the Union ratifies the successor CBA, the two new benefits: 1) the increase to of the sick leave cash out accrual to MERP, and 2) the cashout of vacation to MERP, will be retroactive to January 1, 2025 and would be applied to individuals identified in section two.
  - c) If an employee separates employment after June 1, 2025, but before ratification of the CBA by the Parties, the City agrees to hold their sick leave and vacation accruals at the time of separation from employment until the CBA can be implemented in full. At such time the City will process the accruals per the successor CBA's terms. If, for any reason, the CBA is not ratified by either Party, these employees will have their accruals processed under the terms of the prior CBA.
- 3. Employees who have voluntarily separated prior to the date the CBA is executed, excluding retirement above, or who have been terminated for cause are no longer covered employees and are ineligible for retroactive wages and benefits.
  - 4. As consideration for agreement to this MOU and for the Union's agreement to the CBA, the City agrees to close all "Gap" days for Battalion 102 in 2026 and 2027. For 2025, the City agrees to close all scheduled "Gap" days for Battalion 102 after July 5<sup>th</sup>, 2025 or the execution of this agreement – whichever is later.
  - 5. This MOU regarding the retroactive payment of wages is not precedent-setting and shall only be applied to those specifically provided for herein.

Agreed,

IAFF Local 1604

Signed by:  
By: Brandon Bothwell  
Brandon Bothwell,  
President

Date: 6/27/2025

City of Bellevue

Signed by:  
By: Joe Todd  
Joe Todd,  
Deputy City Manager

Date: 6/26/2025

Approved as to Form:

Signed by:  
Kathleen Kline  
Kathleen Kline,  
Assistant City Attorney