

AGREEMENT

By and Between CITY of BELLEVUE

And

Washington State Council of County and City Employees

(Representing Land Use Professionals, Planners, and Code Compliance Officers in the Land Use and Code
& Policy Division of the Department of Development Services.

January 1, 2026 through December 31, 2029

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AGREEMENT

by and between

CITY OF BELLEVUE, WASHINGTON

and

Washington State Council of County and City Employees, AFSCME Council 2 (Representing the Land Use Professionals, Planners, and Code Compliance Officers in the Land Use and Code & Policy Division of the Department of Development Services.)

January 01, 2026, through December 31, 2029

THIS AGREEMENT is by and between the CITY OF BELLEVUE, WASHINGTON, hereinafter referred to as the Employer, and WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, hereinafter referred to as the Union.

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

ARTICLE 1 DEFINITIONS

As used herein, the following terms shall be defined as follows:

- A. "Employer" shall mean the City of Bellevue, Washington.
- B. "Union" shall mean AFSCME Council 2 Local, Washington State Council of County and City Employees
- C. "Bargaining Unit" shall mean all fully-benefited and limited term Associate Planners, Assistant Planners, Senior Planners, Principal Planners, Assistant Land Use Professionals, Associate Land Use Professionals, Senior Land Use Professionals, Code Compliance Technicians, Code Compliance Officers, and Senior Code Compliance Officers the Land Use and Code & Policy Division in the Department of Development Services; excluding supervisors, confidential employees, and all other employees of the Employer.

For partially benefited (variable, part-time, and seasonal) employees, the terms of this Agreement shall only apply as expressly agreed in Sections 1.1.G

(Usage/Definition) and 2.2 (Dues Obligation) and 5.2 (Paid Rest Breaks) and 5.3 (Unpaid Meal Periods).

- D. "Regular Fully-benefited Full-Time" shall be defined as an employee who has successfully completed a trial service period as defined in Article 9.1 and who is regularly compensated forty (40) hours per week in a regular position. A fully benefited employee assigned to work less than 40 hours a week will earn a prorated number of vacation and sick leave accruals, and holiday leave, which reflects the proportion of their regularly scheduled work week is to a work week of 40 hours. Proration is necessary to determine the benefits outlined in Articles 12, 13, and 14.
- E. Limited Term Employee – It is understood and agreed by and between the Employer and the Union that in addition to fully-benefited employees, the bargaining unit shall include Limited Term Employees (LTE) hired into the classifications covered by this agreement.
- i. A Limited Term Employee is an employee hired into a fully benefited position for a specific project with a specific ending date. The position shall last only for so long as the project or specific need for which it was created exists, but in no event longer than three (3) years. Any employee working as a Limited Term Employee shall be an at-will employee that may be terminated at any time for any reason, with or without notice, and shall only be entitled to the following benefits, on the same terms and conditions as a newly hired regular status employee:
- a) Health Insurance
 - b) State Retirement (PERS)
 - c) Holiday Pay
 - d) Vacation Leave
 - e) Sick Leave
 - f) Bereavement Leave
 - g) Eligibility for Municipal Employees Benefit Trust (MEBT). MEBT vesting, accelerated vesting, and all other provisions of MEBT shall be according to the MEBT plan document.
- ii. Limited Term Employees, by definition, will be let go on or before the expiration of their limited term assignment. As such, Limited Term Employees shall not be eligible for severance or other layoff/recall rights or benefits upon termination except as required by law.
- iii. Limited Term Employees may apply for any open position with the Employer, including a regular Full Time position classified into those classifications covered by this agreement.. The Limited Term Employee shall receive the same consideration and review as any other "in-house" candidate, for any open position, provided they are employed with the Employer at the time they apply for the position.
- iv. If a Limited Term Employee is hired into a regular Full Time Equivalent position while still employed by the Employer or within 60 calendar days following a separation of employment from the Employer, their service credit date, for all purposes, shall be established as the original date of hire as a Limited Term Employee (subject to 1.4.2, item 7 MEBT eligibility).
- v. If a Limited Term Employee has a separation of employment from the Employer and is later hired into a subsequent Limited Term position, their service credit date, for all purposes, shall be established as the date of hire in the subsequent Limited Term position and no prior service credit shall be granted.

- vi. Limited Term Employees shall be hired at a pay consistent with Appendix A; provided however, a market premium of up to twenty percent (20%) may be added where necessary to attract qualified candidates to a limited-term position. If the Limited Term Employee is hired into a regular position, the market premium shall be eliminated.
 - vii. Limited Term Employees shall be laid off prior to regular employees within the affected classification, and in reverse order of service among Limited Term Employees, provided that employees remaining within the affected classifications can provide equal qualifications and job performance.
- F. "Service Credit Date" shall mean the date assigned to each regular or limited term status employee based upon their most recent date of hire into a regular or limited term position with the Employer. An employee whose hire date occurs on or between the first and the fifteenth of any month will establish their service credit date on the first of that month. An employee whose hire date occurs on or between the sixteenth and the last day of the month will establish their service credit date on the first of the following month. The service credit date will be used in setting step increase schedules, establishing vacation accrual rates, earning service awards and determining length of service for retirement purposes.
- G. Partially benefited (variable, part-time and seasonal) employees shall be defined according to the City of Bellevue Employment Status Definitions in effect as the execution of this agreement, and all rules in those definitions shall apply. In lieu of being covered by the provisions of the articles of the parties' labor agreement (which are applicable to fully benefited (regular and LTE) employees as defined herein), partially-benefited employees shall only be paid pursuant to the wage schedule and shall be obligated to pay Union Dues as set forth in Section 2.2. Partially benefited employee are at will, and may be terminated at any time for any reason, with or without notice.
- i. Usage - The intent of the parties is that partially benefited employee use will be limited to cover peak, and specialized work, intermittent fluctuations in volumes of work, and for replacement of employees who are on approved leave, emergencies, and short-term coverage of vacancies.
 - ii. Regular employees on layoff status will be offered work before partially- benefited employees.
 - iii. Issues arising around the usage of partially-benefited employees shall be referred to the Labor-Management Conference Committee process (Section 16.6).
- H. "Immediate Family" shall mean an employee's Parents (natural, step, adopted, foster, or an individual who stood in loco parentis to an employee when the employee was a son or daughter), Siblings, Spouse, Mother/Father-in-law, Daughters/Sons-in-law, Domestic Partner, Mother/Father of domestic partner, Spouses of children of domestic partner, Children/Child (biological, adopted, step, foster, legal wards, domestic partner's child, or a child of a person standing in loco parentis) who are under 18 or adult children 18 and older who are incapable of self-care because of a mental or physical disability, Grandparents, Great-grandparents, Grandchildren, and Great-grandchildren. For purposes of Military Caregiver Leave, there is no age restriction.
- I. Domestic Partner is defined in the Human Resource Policies and Procedures Manual.
- J. "Overtime" shall mean all work performed by regular non-exempt employees (including full- time LTEs) in excess of 40 hours in an FLSA-defined workweek before receiving overtime. Observed holiday(s) count toward the 40 hours worked within the workweek. If an employee takes vacation, sick leave, personal holiday, or compensatory time during the week but still works 40 hours that

same week, the employee is paid for the hours worked at straight time and no deductions are made to the employee's leave accounts. An employee will not receive compensation for the same hour through more than one pay code. Vacation, sick leave, personal holiday, or compensatory time are not meant to increase salary beyond 40 hours paid per week. There is no daily overtime. Overtime shall be paid in increments of fifteen (15) minutes with the major portion of each fifteen (15) minutes being paid as fifteen (15) minutes.

All hours worked by bargaining unit non-exempt employees other than Regular Full-time and Full-time Limited Term Employees in excess of forty (40) hours at straight-time in one (1) week shall constitute overtime and shall be paid for at one and one-half times the employee's regular straight-time hourly rate of pay.

ARTICLE 2 - RECOGNITION, UNION MEMBERSHIP, & PAYROLL DEDUCTION

- 2.1 Recognition – The Employer recognizes the Union as the exclusive bargaining representative for the employees in the bargaining unit.
- 2.2 Union Membership – The Employer and the Union agree that membership is voluntary, and the Union encourages all employees covered hereunder to become and remain members in good standing of the Union.
 - 2.2.1 Partially benefited (variable, part-time and seasonal) employees shall after their initial two months of continuous service be eligible to become bargaining unit members for the limited purposes described in Article 1.6.2 (Usage) and shall pay to the Union dues should they elect to become and remain a member in good standing of the Union.
- 2.3 Payroll Deduction – Upon the proper written authorization of an employee, as provided by the Union, the Employer shall deduct from the pay of such employee the monthly dues, service fees and initiation fees as certified by the Union and shall transmit the same to the Secretary-Treasurer of the Union. The Union shall hold the Employer harmless against any claims brought against the Employer by an employee arising out of the Employer making a good-faith effort to comply with this Section. An employee may revoke authorization for payroll deduction of payments to the Union by written notice to the City and the Union. The City will cease the dues deduction the next scheduled deduction after receiving notice of revocation of the authorization from the Union. The City shall notify the Union within 15 working days when it receives a notice of revocation.
- 2.4 Union Notification – Within ten (10) working days from the date of hire of an employee, the Employer shall forward to the Union the name and address of the new employee.
- 2.5 Access to New Members - The Employer will provide the Union reasonable access to all newly hired persons entering the bargaining unit within ninety (90) days of such hire or entry into the unit. The Employer will allow the Union up to thirty (30) minutes to meet with such newly hired persons entering the bargaining unit. The access can occur either as the last item during orientation or at a mutually agreed upon time between the Employer and the Union. The Union's right to meet with newly hired persons entering the bargaining unit shall occur during the employee's normal working hours and at their usual worksite, usual site of orientation, or a mutually agreed upon location. Reasonable access is limited to a lone representative of the union and a single shop steward.

ARTICLE 3 - BULLETIN BOARDS AND UNION OFFICIALS TIME OFF

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

3.2 Union Officials Time-Off – An employee who holds a Union position (Union Officer or Steward) may be granted time- off, without loss of pay to meet face-to-face with Employer representatives (including reasonable time for caucuses during negotiations), and unpaid time off while conducting business vital to the employees in the bargaining unit provided:

- The Employer is given reasonable notice by such employee prior to the time-off period;
- The Employer is able to properly staff the employee's job duties during the time-off period;
- The wage cost to the Employer is no greater than the cost that would have been incurred had the employee not taken time-off; and
- Employees shall not transact Union business which in any way interferes with the operation or normal routine of any department.

ARTICLE 4 NON-DISCRIMINATION

- 4.1 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 to the Employer. The Employer and Union agree that every employee or independent contractor has the right to work in an environment free from all forms of unlawful harassment or unlawful discrimination on the basis of any status protected by applicable law including, but not limited to race, color, creed, religion, gender, age, national origin, pregnancy, genetic information, marital status, sexual orientation (including gender identity), or the presence of any sensory, physical, or mental disability, and are committed to equal employment opportunity. Employment practices will be implemented as required by local, state, or federal law. The parties seek to achieve, by lawful means, a balanced and diverse workforce that is reflective of the gender, ethnic, and cultural mix of the community.
- 4.2 Employees believing they may have been discriminated against shall comply with City policies concerning notification to the City. Issues involving the interpretation or application of this Article above shall be addressed by the Union or individual employees through the Human Resources Department. Thereafter, any claim of unlawful discrimination must be processed by the individual employee privately through the appropriate local, state, or federal agency or through the courts and shall not be subject to the grievance procedure. Employees believing that they may have been discriminated against shall comply with the City policies concerning notification to the City.
- 4.3 Neither party shall discriminate against any employee because of membership in or non-membership in or activity on behalf of the Union. No employee shall be discharged or discriminated against for upholding Union principles, fulfilling duties as an officer in the Union or serving on a Union committee.

ARTICLE 5 - HOURS OF WORK

- 5.1 Workweek – The normal workweek for full time employees shall consist of five (5) consecutive days, Monday through Friday. The normal workday for full time employees shall be eight (8) hours exclusive of the meal period. By mutual agreement between the employee and the Employer, other work schedules may be utilized.
- 5.2 Rest Breaks – The Employer shall provide each non-exempt employee with a fifteen (15) minute rest break during the first four (4) hour period of the workday and a second fifteen (15) minute rest break during the second four (4) hour period of the workday. The employee shall remain within the area subject to immediate callback should the workload require it. The Union and the employees shall work with the Employer to ensure that rest breaks are not abused but are used within the time frames and for the purpose intended.
- 5.3 Meal Periods – The Employer shall provide each non-exempt employee with an unpaid one- half (½) hour for a meal between the third (3rd) and fifth (5th) hour of each shift.
- 5.4 Alternative Work Schedules – The fifteen (15) minute rest breaks and one-half (½) hour meal periods for alternative work schedules shall otherwise be administered at intervals as required by applicable state law.
- 5.5 Remote Work: Provided an employee's job duties are conducive to remote work (i.e., teleworking), that employee may be allowed to telework at the discretion of the Department Director for up to 3 days per week. Any denials will be provided with a written explanation. Employees will be required to sign a telework agreement and comply with all requirements of the City of Bellevue's telework policy and procedures

ARTICLE 6 - OVERTIME, COMPENSATORY TIME, AND CALLBACK

- 6.1 Employees in FLSA exempt salaried positions shall be paid a pre-determined amount constituting all or part of their regular compensation. The normal work schedule for a full-time regular exempt employee is forty (40) hours per week. Such employees are being paid to perform a job which may not necessarily be completed in their normal work week, and are therefore not entitled to extra compensation, unless prior authorization is received from the Employer to meet unusual project deadlines.
- 6.2 For employees in FLSA non-exempt positions, the following provisions shall be applicable:
- “Overtime” shall mean all work performed by regular non-exempt employees (including full-time LTEs) in excess of 40 hours in an FLSA-defined workweek before receiving overtime. Observed holiday(s) count toward the 40 hours worked within the workweek. If an employee takes vacation, sick leave, personal holiday, or compensatory time during the week but still works 40 hours that same week, the employee is paid for the hours worked at straight time and no deductions are made to the employee’s leave accounts. An employee will not receive compensation for the same hour through more than one pay code. Vacation, sick leave, personal holiday, or compensatory time are not meant to increase salary beyond 40 hours paid per week. There is no daily overtime. Overtime shall be paid for in increments of fifteen (15) minutes with the major portion of each fifteen (15) minutes being paid as fifteen (15) minutes.
- 6.2.1 Compensatory Time – Compensatory time in lieu of overtime pay may be accrued at the mutual agreement of the employee and management up to a maximum of forty (40) hours (i.e. twenty-six hours and forty minutes (26.666 hours) at time and one-half). Scheduling of any compensatory time off shall be requested by the employee and subject to the approval of the Employer. Accrued but unused compensatory time shall be returned to the employee in pay at the end of each calendar year.
- 6.2.2 Callback – An non-exempt employee who has left work and is called back to work after completion of their regular day's shift shall be paid a minimum of three (3) hours at one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay; provided however, if the employee's regular shift starts less than three (3) hours from the time the employee started work on the callback, the employee shall receive one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay for only such time as occurs before the commencement of the employee's regular shift.

ARTICLE 7 - NON-PYRAMIDING

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

ARTICLE 8 - WORK IN HIGHER CLASSIFICATION AND TRAINING

- 8.1 Work Out-of-Classification – When an employee is appointed in writing by their Department Director to fill another position in the bargaining unit on an acting basis, the base salary rate will be the minimum of the acting status position. If the employee's salary is more than the minimum of the acting status position, the Director may authorize a pay raise up to 5% above the employee's current salary in accordance with the appropriate salary range for the position. "Acting" is defined as the performance of the full duties of a bargaining unit position in the absence of the usual or future incumbent for a minimum of one (1) calendar month of service. The acting status employee must handle the daily and ancillary responsibilities of the position and make the major decisions which accompany these responsibilities.
- 8.2 Training and Development – In-house and off-site training opportunities will be discussed with employee's supervisors. Employees will be provided adequate paid time to obtain City required certifications and licenses if necessary, during regularly scheduled work hours.

ARTICLE 9 - TRIAL SERVICE PERIODS

- 9.1 Trial Service Period Upon Entry – A new employee shall be subject to a twelve (12) month trial service period commencing with the employee's first date of regular employment in a position in the bargaining unit. The Employer shall be under no obligation to re-employ or retain in its employment an employee in their trial service period. Discharge of an employee during trial service shall not be subject to the grievance procedure
- i. If a Limited Term Employee, while still employed by the employer, is hired into a regular employment position in the same classification held as a Limited Term Employee and will be reporting to the same supervisor(s) and has been employed in that classification for 12 months or more, a trial service period will not be required.
- 9.2 Trial Service Period Upon Promotion – An employee who is promoted to a different classification in the unit shall be subject to a six (6) month trial service period to demonstrate the abilities and capacity to perform the duties of the classification. At the employer's discretion, the six-month trial service period may be waived for promotions.
- 9.3 No salary increase will occur at the completion of the initial six (6) month trial service period in 9.2.

ARTICLE 10 LAYOFF, RECALL, AND JOB VACANCIES

10.1 Considerations – In layoff, recall and filling regular job vacancies, the Employer shall give consideration to an employee's length of continuous service with the Employer and ability to perform the duties required in the job. In applying this provision, it is the intent of the parties to provide qualified employees with opportunities for promotion and the Employer with efficient operations. Consideration shall also be given to Federal and State statutory, regulatory and contractual requirements relating to affirmative action.

10.2 Layoff – In case of layoff, the employee within the affected classification or discipline with the shortest length of continuous service (with the Employer) shall be laid off first, provided those remaining within the affected classification or discipline have equal qualifications and satisfactory job performance. The Employer shall provide an employee with forty-five (45) days advance notification prior to layoff.

Partially benefited and Limited Term employees will be terminated before regular employees are laid off, provided those remaining have the qualifications and core competencies required by the position.

For purposes of Section 10.2, satisfactory job performance shall be as measured in the employee's annual performance evaluations as either meeting or exceeding expectations required by the Employer for the position. Qualifications shall be measured by the knowledge, abilities, and skills required for the position. Experience shall be job related and include work experience prior to employment with the Employer.

10.3 Recall – In case of recall, the employee in the affected classification and discipline with the longest length of continuous service shall be recalled first to that position or any other position in the bargaining unit for which they are fully qualified and have prior service within the City, provided the employee can perform the duties required.

An employee on layoff shall keep both the Employer and the Union informed of the address and telephone number where the employee can be contacted. When the Employer is unable to contact any employee who is on layoff for recall, the Union shall be so notified. If neither the Union nor the Employer are able to contact the employee within ten (10) working days from the time the Union is notified, the Employer's obligation to recall the employee shall cease.

The Employer has no obligation to recall an employee after the employee has been on continuous layoff for a period of one (1) year. Also, if an employee does not return to work when recalled to the affected classification and discipline that they occupied at the time of layoff within 14 business days of being recalled, the Employer shall have no further obligation to recall the employee.

10.3.1 A regular employee who has an interruption of service due to layoff, or a leave of absence without pay for any reason (except active-duty military service) which impacts service credit requirements for PERS retirement, will have their service credit date adjusted to deduct the amount of time they were on such leave (to the nearest whole month). A regular employee whose City employment is interrupted by a layoff and who is subsequently reinstated will also receive credit for their service as a regular employee immediately prior to the effective date of layoff where the period of the layoff does not exceed twenty-four (24) calendar months.

- 10.3.2 If a regular status employee has been laid off and is hired into a non-regular employee status while performing work within the Land Use or Code and Policy Division within the recall period set forth in Section 10.3, the time the laid off employee is employed in that non-regular employee status shall not be counted against the recall period.
- 10.3.2.1 The laid off employee's length of service with the City shall only be adjusted by the FTE (full-time equivalency) time the laid off employee is working in a Limited Term Employee status, consistent with Section 10.5.2.
- 10.3.2.2 Limited Term Employees and partially benefited employees shall not have recall rights.
- 10.4 Job Vacancy – When a regular job vacancy occurs, present employees shall be given consideration for filling the vacancy. The position shall be filled by the most qualified applicant in Management's estimation.
- 10.4.1 Notices of regular job vacancies shall be posted on the City's electronic bulletin board. Notice of all other job vacancies within the division will be provided to members of the bargaining unit. Present employees who desire consideration for such openings shall notify the Employer in writing and follow the City's required application process.
- 10.4.2 The City job postings for bargaining unit positions will show the full salary range and will inform applicants that the City decides placement within the salary range based on experience, qualifications, and other relevant factors.
- 10.4.3 Bargaining unit employees that apply to bargaining unit positions that meet the minimum qualifications will be considered through the Employer's screening process. The Employer will interview those candidates it determines are most qualified based on job-related criteria. The Employer will give good faith consideration to all qualified applicants. The Employer retains the right to determine which applicants will be selected for interviews based on job-related criteria and the city's interviewing standards and procedures.
- 10.5 For purposes of determining seniority for purposes of layoff and recall of regular employees, the following definitions shall apply:
- 10.5.1 "Length of Service" shall mean the total length of time an employee is employed as a regular status employee with the Employer. While it is not necessary that length of service be continuous, a break in service in excess of twenty-four (24) calendar months will prevent the period of regular status employment prior to the break in service from being given any length of service consideration.
- 10.5.2 "Break in Service" shall mean a separation from the City's employment for any reason except a layoff from a regular position where the period of layoff does not exceed twenty-four (24) calendar months.

ARTICLE 11 MONTHLY RATES OF PAY

The monthly rates of pay shall be as set forth within Appendix A to this Agreement. Should it become necessary to establish a new job classification within the bargaining unit during the term of this Agreement, the Employer may designate a job classification title and salary for the classification.

ARTICLE 12 HOLIDAYS, SERVICE AWARD PROGRAM, AND SPECIAL RECOGNITION

12.1 The following days shall be paid holidays:

Holiday	Observed
New Year's Day	1st Day of January
Martin Luther King, Jr's Birthday	3rd Monday of January
Presidents' Day	3rd Monday of February
Memorial Day	Last Monday of May
Juneteenth	19th of June
Independence Day	4th of July
Labor Day	1st Monday of September
Veterans' Day	11th Day of November
Thanksgiving Day	4th Thursday of November
Day After Thanksgiving Day	Friday immediately after Thanksgiving
Christmas Day	25th of December
Two (2) Personal Floating Holidays	In accordance with City policy

12.1.1 No salary reduction shall be made for any employee who does not work on one of the recognized holidays, provided the employee works or is compensated for an authorized absence on the last workday before a holiday and the first workday following a holiday.

12.1.2 When one of the recognized holidays falls on the sixth (6th) day of an employee's workweek, the Employer shall designate either the fifth (5th) day of the workweek or the first (1st) day of the next week to be observed as the holiday.

12.1.3 When one of the recognized holidays falls on the seventh (7th) day of an employee's workweek, the following day shall be observed as the holiday.

12.1.4 A non-exempt employee required to work on a recognized holiday shall be paid for the time worked at time and one-half (1-1/2) for their classification plus eight (8) hours pay in lieu of the holiday off.

- 12.1.5 In computing overtime, all contractual holidays shall be considered time worked, although the employee does not work.
- 12.1.6 Holidays for Regular Part-Time Employees – Regular part-time employees shall receive holiday benefits on a pro rata basis. For example, if a regular part-time employee normally works thirty (30) hours per week and the department's normal work week is forty (40) hours, the employee shall receive six (6) hours compensation at their regular straight-time hourly rate of pay for each contractual and/or personal holiday.
- 12.2 Service Award Program – An employee who has completed the years of service set forth below shall receive the following service awards:
- 12.2.1 Upon completion of five (5) years of service, an employee shall receive a letter of appreciation from the Department Head, a certificate of service signed by the City Manager and the Mayor, and eight (8) additional vacation hours following the completion of five (5) years of service.
- 12.2.2 Upon completion of ten (10) years of service, an employee shall receive a letter of appreciation from the City Manager, a certificate of service signed by the City Manager and the Mayor, a cash bonus of one hundred dollars (\$100.00) and sixteen (16) additional vacation hours following the completion of ten (10) years of service.
- 12.2.3 Upon completion of fifteen (15) years of service, an employee shall receive a letter of appreciation from the City Manager, a certificate of service signed by the City Manager and the Mayor, a cash bonus of one hundred fifty dollars (\$150.00) and sixteen (16) additional vacation hours following the completion of fifteen (15) years of service.
- 12.2.4 Upon completion of twenty (20) years of service, an employee shall receive a letter of appreciation from the City Manager and the Mayor, a certificate of service signed by the City Manager and the Mayor, a cash bonus of two hundred dollars (\$200.00) and sixteen (16) additional vacation hours following the completion of twenty (20) years of service.
- 12.2.5 Upon completion of twenty-five (25) years of service, an employee shall receive a letter of appreciation from the City Manager and the Mayor, a certificate of service signed by the City Manager and Mayor, a cash bonus of two hundred fifty dollars (\$250.00) and sixteen (16) additional vacation hours following the completion of twenty-five (25) years of service.
- 12.2.6 Upon completion of thirty (30) years of service, an employee shall receive a letter of appreciation from the City Manager and the Mayor, a certificate of service signed by the City Manager and the Mayor, a cash bonus of three hundred dollars (\$300.00) and sixteen (16) additional vacation hours following the completion of thirty (30) years of service.
- 12.2.7 Upon completion of thirty-five (35) years of service, an employee shall receive a letter of appreciation from the City Manager and the Mayor, a certificate of service signed by the City Manager and the Mayor, a cash bonus of three hundred fifty dollars (\$350.00) and sixteen (16) additional vacation hours following the completion of thirty-five (35) years of service.
- 12.2.8 Upon completion of forty (40) years of service, an employee shall receive a letter of appreciation from the City Manager and the Mayor, a certificate of service signed by the City Manager and the Mayor, a cash bonus of four hundred dollars (\$400.00) and sixteen (16) additional vacation hours following the completion of forty (40) years of service.

- 12.2.9 The afore-referenced vacation hours shall be single occurrences to be honored in accordance with City policy. These vacation hours shall not occur on a year-to-year basis, nor shall they be cumulative.
- 12.2.10 The afore-referenced cash bonuses and vacation hours shall be adjusted in accordance with City policy as it applies to other City employees.
- 12.3 Special Recognition: Bargaining unit employees will be eligible to participate in the City's special recognition programs on the same basis as non-represented employees. If the City materially changes the special recognition program, the parties agree to discuss any such change and that the City will consider the Union's input into the changes to the program.

ARTICLE 13 VACATIONS

13.1 "Vacation" shall mean a scheduled workday or accumulation of scheduled workdays on which an employee may by prearrangement continue to receive their regular rate of compensation although they do not work.

13.2 Each full-time (regular and LTE) employee shall be eligible to individually accrue and schedule vacation on the following basis in accordance with the employee's accumulated continuous service as determined by the employee's service credit date:

From the first day of Year:	Through the last day of Year:	Monthly Accrual shall be:
1	4	8.0 hours
5	9	10.0 hours
10	14	12.7 hours
15	19	14.7 hours
20	20+	16.7 hours

13.3 An employee hired on or before the fifteenth (15th) day of any month shall accrue vacation leave from the first (1st) day of that month. An employee hired on or after the sixteenth (16th) day of any month shall accrue vacation from the first (1st) day of the next month following.

13.4 Vacations shall be scheduled at such times as the Employer finds most suitable after considering the wishes of the employee and the requirements of the department.

13.5 The maximum number of unused vacation hours an employee may carry forward from one calendar year to the next is limited to two hundred forty (240) hours. Any leave accruals exceeding the maximum carry over through December 31st of each year shall automatically be forfeited unless otherwise specifically authorized in writing by the City Manager. Vacation accruals exceeding the maximum carry over through December 31st of any year due to unapproved paid time off request shall be cashed out.

13.6 Upon the effective date of the termination of an employee's employment, such employee shall thereupon cease to be an employee of the Employer. Such employee shall thereupon be entitled to a sum of money equal to their former regular compensation for any earned vacation leave time which has not been used or forfeited for failure to timely claim.

13.7 Vacation Leave for Regular Part-time Employees – Regular part-time employees shall receive vacation benefits on a pro rata basis. For example, if a regular part-time employee normally works thirty (30) hours per week and the department's normal work week is forty (40) hours, the employee shall receive six (6) hours compensation at their regular rate of pay for each day of vacation earned. Otherwise, regular part-time employees shall accrue vacation on the same basis as regular full-time employees.

13.8 The parties agree that during the life of this agreement, should the City intend to modify the vacation accrual schedule for non-represented employees, that the parties may reopen this Article for renegotiation.

ARTICLE 14 LEAVES

- 14.1 Sick Leave: Sick leave must first be earned as a result of completed service with the Employer.
- 14.1.2 A full-time employee shall accrue sick leave at the rate equivalent of eight (8) hours for each completed calendar month of service provided the employee's normal work week is 40 hours. Fully-benefited employees whose normal work schedule is less than 40 hours per week shall receive paid leave on a pro rata basis.
- 14.1.3 Sick leave may accumulate until claimed and used. Up to 1440 hours of accrued but unused sick leave may carry over between calendar years, any hours over 1440 will be forfeited at the end of the year.
- 14.1.4 The Department Director may require an employee to obtain a physician's certificate or other verification when an employee has requested an accommodation or has been absent longer than three (3) consecutive workdays.
- 14.1.5.1 When an employee is sick or injured and is not receiving Workers' Compensation time loss benefits, the employee may use accumulated sick leave and after exhausting sick leave, they will use vacation for approved leaves.
- 14.1.5.2 Whenever an employee takes time off work for a claimed Workers' Compensation injury or illness that time is charged to the employee's sick leave or other accrued leave, if any. When the employee begins receiving time loss payments as required by the Workers' Compensation laws, then the employee's sick leave or other leave used will be restored as required by law. If an employee suffers an on-the-job injury that requires the employee to seek medical treatment for such injury away from the work site, such employee shall not be charged sick leave for such time away from the work site unless the employee is unable to return to work within two (2) hours.
- 14.1.5.3 For all approved leaves for an employee's injury/illness, if the employee exhausts all their accrued leaves, remaining approved leave will be without pay.
- 14.1.6 An employee may use their sick leave accruals for:

An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;

- a. To allow the employee to provide care for a family member, as defined RCW 49.46.210(2), with a mental or physical illness, injury, or health condition; care of a family member, as defined RCW 49.46.210(2), who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member, as defined RCW 49.46.210(2), who needs preventive medical care;
- b. When the employee's place of business has been closed by order of a public official for any health-related reason,

- c. when an employee's child's school or place of care has been closed by order of a public official for any health-related reason or after the declaration of an emergency by a local or state government or agency, or by the federal government (for purposes of this subsection, "child" is defined in RCW 49.46.210(2));
- d. Leave as provided for under Washington State's Domestic Violence Leave Act
- e. To allow the employee to prepare for, or participate in, any judicial or administrative immigration proceeding involving the employee or employee's "family member" as that term is defined in RCW 49.46.210(2).
- f. Manager-Mandated Sick Leave – When any employee exhibits symptoms of a contagious illness or presents other obvious health risks to the workplace, a manager may require an employee to leave work early. Non-exempt employees would take sick leave for the remainder of the day/shift. After leaving work, employees can contact Human Resources if they have questions about the directive.

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

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

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

- 14.1.6.1.1 "Child" means a biological, adopted, or foster child, a stepchild, a legal and, or a child of a person standing *in loco parentis* who is a) under 18 years of age; or b) eighteen years of age or older and incapable of self-care because of a mental or physical disability.
- 14.1.6.1.2 "Health Condition Requiring Treatment or Supervision" means a) any medical condition requiring treatment or medication that the child cannot self-administer; b) any medical or mental health condition which would endanger the child's safety or recovery without the presence of a parent or guardian; or c) any condition warranting treatment or preventive health care such as physical, dental, optical or immunization services, when a parent must be present to authorize and when sick leave may otherwise be used for the employee's preventative health care.
- 14.1.6.1.3 "Serious Health Condition" means an illness, injury, impairment, or physical or mental condition that involves any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, and any period of incapacity or subsequent treatment or recovery in connection with such inpatient care; or that involves continuing treatment by or under the supervision of a health care provider or a provider of health care services and which includes any period of incapacity (i.e., inability to work, attend school or perform other regular daily activities).

14.1.6.1.4 “Emergency Condition” means a health condition that is a sudden, generally unexpected occurrence or set of circumstances related to one’s health demanding immediate action and is typically very short term in nature.

14.1.7 If the need for sick leave is unforeseen, the employee or someone on their behalf must notify the employee’s immediate supervisor of the employee’s need to use sick leave for an authorized purpose and expected date of return prior to the start of the employee’s regular work shift on the first day off duty. If the expected date of return changes, the employee shall notify their supervisor as soon as possible. If the need for sick leave is foreseeable, the employee should try to give notice as soon as practicable, but no less than 10 days prior to the first day of the foreseeable use of sick leave.

14.1.8 In a case in which an employee shall be entitled to benefits or payments under any program of disability insurance furnished by the Employer, Washington State Workers' Compensation Act, or similar legislation of the State of Washington, or any other government unit, the Employer shall pay only the difference between the benefits and payments received under such insurance or act by such employee and the regular rate of compensation that the employee would have received from the Employer if able to work. The foregoing payment or contribution by the Employer shall be limited to the period of time that such employee has accumulated sick leave credits or other paid leave credits as here and before specified.

14.1.9 Sick Leave Cash Out: Sick leave time which is used by an employee shall be deducted from their accumulated sick leave balance.

Accrued but unused sick leave shall have no cash value except at the time of normal service retirement or upon separation of service with at least twenty (20) years of employment with the City of Bellevue. At such time a regular status employee is entitled to receive a cash payment equal to twenty (20) percent of their current total unused sick leave hours, multiplied by the employee’s current base hourly rate (up to 288 hours total, i.e. 20% of 1440), with an additional five (5) percent for those who have been enrolled in the “Choice” plan or the Kaiser Permanente HMO plan for three (3) years prior to retirement or separation (up to 360 hours total, i.e., 25% of 1440), deposited into the employee’s VEBA Plan (Voluntary Employees’ Beneficiary Association).

The City makes no representation or guarantees to employees related to the tax consequences of the contributions to the VEBA Plan. Any remaining sick leave balances above what is described above will be forfeited, unless required otherwise by law

Employees are expected to be on the job, and on time, unless excused by their supervisor or department head. Use of sick leave for purposes other than those provided for in this Agreement, shall result in disciplinary action against the employee.

14.1.10 An exempt employee will not be charged for using sick leave for absences of less than one (1) workday provided they have obtained approval for the time off according to the department's work rules, except when utilizing intermittent FMLA.

14.2 Emergency Leave – An employee may use up to a total of five (5) days of accrued sick leave per year in the event of serious illness in the employee’s immediate family that is not otherwise

provided coverage by the Family and Medical Leave, Section 14.4. A doctor's verification may be required for Emergency Leave.

14.3 Bereavement Leave – A fully benefited employee may use up to a total of forty

(40) hours of paid administrative leave per occurrence in the event of death in the employee's immediate family. It is expected that such leave will be taken during or within sixty (60) days of death, or longer with Human Resources Director, or designee, review and approval.

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

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

Use of FMLA leave shall not stack on top of other leaves. This means that other forms of leave taken for the purposes outlined in 14.4 shall count toward the 12 weeks of FMLA leave available in a 12-month period to an employee under FMLA.

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

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

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

14.4.3 "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves (1) inpatient care in a hospital, hospice, or residential medical care facility; or (2) continuing treatment by a health care provider.

14.5 Domestic Partner FMLA-Like Leave: The Family and Medical Leave Act does not cover employees' domestic partners or the children of domestic partners. However, the City will allow employees with domestic partners FMLA- like leave according to HRPPM 10.17.1.1 as of April 27, 2015.

- 14.6 Jury/Witness Leave – Necessary leave shall be allowed by the City Manager to permit any employee to report for duty to serve as a member of a jury or as a non-party witness. The employee shall receive from the Employer as compensation during this leave period the excess of the employee's regular salary over the compensation received by the employee for such jury duty. Employees shall be required to report for work for any portion of their regularly scheduled shift during which they are not actually serving on a jury or waiting to be impaneled.
- 14.7 Non-Medical Leave of Absence without Pay – The Employer may grant to any regular employee a leave of absence without pay for a period not to exceed six (6) months. No leave of absence without pay shall be granted to any employee solely for personal gain or profit of such employee, nor shall leave without pay be granted to any employee until the employee has first used all their earned and unused vacation time. Periods of leave greater than six (6) months, but in any circumstance, not more than twelve (12) months may be approved by the Employer when in the best interests of the City.
- 14.7.1 While on a leave of absence without pay, an employee shall not accrue vacation leave or sick leave, nor shall other benefits be continued during the time the employee is on leave.
- 14.7.2 Service Credit during Unpaid Leave of Absence - If the unpaid leave of absence is one month or less, the service credit date shall not be adjusted. If the unpaid leave of absence is more than one month, upon returning to work, the service credit date of the employee shall be adjusted for the unpaid portion of such leave of absence rounded to the nearest whole month.
- 14.8 Medical Leave of Absence
- 14.8.1 After an employee has exhausted their Family and Medical Leave (or is not eligible for Family and Medical Leave) an employee may make a written request for medical leave of absence. The Employer shall only grant leave of up to 3 additional months after FMLA (or for those not eligible for FMLA, initial 3 months of medical leave), if the employee is (1) undergoing prolonged medical treatment or convalescence, (2) there is medical evidence the employee is likely to be able to return to work at the end of the leave, and (3) the employee does not have a history of sick leave abuse or excessive sick leave use for relatively minor problems. The employer will apply accrued sick leave, and then vacation before placing on employee on unpaid status (Article 14.1.5.1).
- 14.8.2 At the end of the initial or additional 3 month period, the employee may make a written request to extend their medical leave of absence. The Employer may grant leave of up to 6 additional months if the employee (1) has available paid time (sick leave or vacation), (2) is undergoing prolonged medical treatment or convalescence, (3) there is medical evidence the employee is likely to be able to return to work at the end of the leave, and (4) the employee does not have a history of sick leave abuse or excessive sick leave use for relatively minor problems. Should an employee meet all criteria but does not have paid time, the Employer has the discretion to grant said leave of up to 6 months, provided the Union shall not cite these instances against the City as a practice, precedent or ability to accommodate in any administrative proceeding or civil litigation.
- 14.8.3 The Employer shall not be required to employ an employee on medical leave of absence for longer than 12 months from the day the employee was first absent on leave (including FMLA leave), whether the leave is paid, unpaid or a combination of both. Such medical leave of absence may be extended at the sole discretion of the Employer. The Employer may terminate

an employee who is on leave prior to 12 months where medical evidence shows the employee is unable to return to their position and/or the Employer otherwise has cause for termination. Should the Employer grant leave to an employee that is longer than the maximums provided in this Article, the Union shall not cite these instances against the City as a practice, precedent or ability to accommodate in any administrative proceeding or civil litigation.

Notice: Within two weeks of the start of an approved medical leave of absence under this Section, the Employer will provide the employee (copy to the Union) a notice that includes information on the ability to return to work with or without reasonable accommodation, the interactive process and the maximum duration of leave under this Section.

14.8.4 Reinstatement to a position shall be subject to physical and mental fitness of the employee. Upon returning to work, the service credit date of the employee shall be adjusted for the unpaid portion of such medical leave of absence rounded to the nearest whole month.

14.8.5 When a medical leave of absence is granted, the Employer may require periodic physician's statements certifying that the employee cannot report to work for medical reasons. If the employee does not obtain a certificate, they may be required to report to work on a specific date.

14.8.6 An employee failing to return to work from a medical leave of absence on the specified day may be terminated. An employee returning from a medical leave of absence shall be placed in the first available position in the bargaining unit for which the employee is qualified.

14.9 Continuation of Benefits While on Leave of Absence

This section pertains only to the terms and conditions that allow medical, dental, and vision benefits to continue while on a leave of absence. It is separate from the leave application and approval process.

Employees who are enrolled in benefits and who have worked for the City at least one year are eligible for continued medical, dental, and vision insurance in the following circumstances:

Pursuant to HRPPM 10.25, during an approved leave of absence, excluding unpaid personal leaves or military leaves greater than 31 days, coverage for medical, dental, and vision coverages will continue in any of the following circumstances:

- a) When the law governing an employee's approved leave mandates continuation of benefits. Continuation of benefits during such leave runs currently with, but is not necessarily limited to, the six months' time frame below;
- b) When in approved continuous paid or unpaid leave from work for up to six months in a rolling 12-month period. The 12-month period begins by looking back from the month the approved leave begins.
- c) For a calendar month immediately following any month in which the employee is in a paid status, which includes either pay for time worked or paid leave received through the City of Bellevue, for at least an average of 30 hour per week or 130 hours in a calendar month

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

dependent insurance coverage.

For those employees receiving workers' compensation benefits for approved time-loss due to total or partial disability that precludes the employee from working sufficient hours to maintain benefits under city policy and that are on a city approved leave from work, the City will continue to provide up to an additional six (6) months of medical benefit continuation provided the employee remains on an approved leave. This additional six months shall apply to the existing medical/dental/life coverage but not to any wage or salary supplementation. The Employee, should they wish to elect COBRA coverage after this six-month period, will be responsible for the entirety of the COBRA premiums. In extraordinary circumstances, the HR Director may approve up to an additional four months of reimbursements for COBRA premiums incurred.

- 14.10 Paid Leave for Fully-benefited Employees working less than 40 hours per week: Fully-benefited employees shall receive paid leave on a pro rata basis. For example, if a regular employee with less than five (5) years of service normally works thirty (30) hours per week and the department's normal work week is forty(40) hours, the employee shall receive six (6) hours compensation at their regular rate of pay for each day of paid leave.
- 14.11 Shared Leave: The bargaining unit shall be allowed to participate in the City's Shared Leave Program for employees who face catastrophic events/circumstances or as defined in HRPPM Chapter 10.13. The rules applicable to this program shall be the same as those that apply to the City program in the HR Policies and Procedures Manual:
- 14.12 Washington State Paid Family and Medical Leave: Effective January 1, 2020, a paid family and medical leave benefit will be available to eligible employees according to the provisions of Title 50A RCW and the Employer's pertinent policies and procedures.

The employee's share of the premiums for paid family and medical leave and any surcharges will be collected through a payroll deduction and remitted to the Employment Security Department of Washington State as provided in Title 50A RCW.

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

ARTICLE 15 HEALTH INSURANCE

- 15.1 **Health Insurance** – Overall, it is the intent of the parties that health benefit coverage options and Cost-sharing between the Employer and Employees in the bargaining unit shall be the same as for non-represented employees of the City and that bargaining unit representatives shall have an opportunity to take part in and have representation on a coalition of other participating bargaining units when future plan design changes are under consideration by the Employer. The parties agree that for the plan year starting January 1 following expiration of the collective bargaining agreement, that the health insurance offered to union members will be governed by the pertinent terms from the last year of the parties' prior collective bargaining agreement that expired on December 31 of the prior year.

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

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

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

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

- 15.1.2 The Union recognizes that the Employer shall have the right to make design and cost sharing changes to the Employer provided Bellevue Health Plans to promote cost containment, provided such changes shall be made uniformly for all non-represented City employees, their dependents, and employee groups evenly.

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

- 15.1.4 The Employer or Union may open the contract to negotiate this Article for the remainder of the term of the Agreement, based upon new requirements resulting from the State or Federal Health Care Reform legislation, when the requirements are known and have a material effect on the plans.

- 15.2 Medical Plans offered by the City of Bellevue

- 15.2.1 Employees hired on or before November 30, 2020, and are eligible for benefits prior to January 1, 2021, will be eligible to enroll at hire, open enrollment, or at a qualifying event in either the Core or Choice plan administered by Premera, or the HMO option administered by Kaiser

Permanente. Employees hired after November 30, 2020, and not eligible for benefits until on or after January 1, 2021, will be eligible to enroll in either the Choice Plan or the Kaiser Permanente plan.

15.2.2 Premium Sharing for the City of Bellevue Core Health Plan currently administered by Premera.

The employee percentage of the total premium for health care cost is as follows:

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

15.2.3 Premium Sharing for the City of Bellevue Choice Health Plan currently administered by Premera.

The employees' contribution percentage toward the required premium will be calculated after subtracting the employee only premium from the total premium and will be as follows:

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

15.2.4 Premium Sharing for Kaiser Permanente Plan.

The employees' contribution percentage toward the required premium will be calculated after subtracting the employee only premium from the total premium and will be as follows:

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

- 15.3 The Union recognizes that the Employer shall have the right during the effective life of this agreement to make annual design and cost sharing changes to the Bellevue Health Plans to promote cost containment if the cost of the city medical plan options offered to bargaining unit members is anticipated to exceed federal excise tax limits as outlined in the Affordable Care Act, effective January 1, 2018, or as amended. Such changes shall be made uniformly for all non-represented City employees.

During the effective life of this Agreement, in the event that an arbitration award grants a bargaining unit the option of going to a non-City sponsored health care plan, either the City and/or the Union may reopen this article to explore available options.

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. If the provisions of the Patient Protection and Affordable Care Act change in anyway after the ratification of this agreement by both parties, either party may request to meet and bargain the impacts of such changes as it relates to Article 15 of the collective bargaining agreement.

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

ARTICLE 16 MISCELLANEOUS

- 16.1 Termination of Benefits – An employee terminating employment with the City shall only be paid in accordance with the wage provision in effect at the time of termination and no subsequent retroactive wage adjustments shall apply.
- 16.2 Clothing and Devices – Any clothing, equipment, or devices required by the Employer shall be furnished by the Employer. The Employer will furnish clothing, equipment, or devices on an equitable basis based upon job duties and business needs, subject to budget constraints and city-wide criteria.
- 16.3 Footwear: In the event the employer requires a fully benefited employee to wear protective footwear on the job, such employees will be reimbursed for a single pair of protective footwear per year, in the following manner:
- i. For every fully benefited employee required to wear protective footwear (as required by WISHA), the employer will purchase one pair of protective footwear in March of each year.
 - ii. The footwear should meet one of two alternative standards designed to address the job hazards to which each work group is exposed. An employee's allowance will be either \$275 for the basic standard or \$350 for the enhanced standard. Specifications of all protective footwear will be provided to the employees, as approved by the employer, to ensure WISHA compliance.
 - iii. The employer maintains a list of approved vendors who bill the employer directly for the footwear. Employees may, as an alternative, purchase their own footwear and be reimbursed for the actual cost of the footwear up to the level of their work group's allowance, as described in item 2 above. In such cases, reimbursement is conditioned upon the employee submitting a sales receipt and proof of compliance with the appropriate standard for the footwear. Certificates for reimbursement are available through the employee's direct supervisor.
 - iv. Sales taxes are not included in an employee's allowance and will be paid by the employer.
 - v. Protective footwear is to be worn on the job during activities of any hazard exposure in order for the employee to be allowed to work each day.
- 16.3.1 New employees will be eligible for footwear allowance upon hire as described above. For those employees who fail to successfully complete their trial service period, the value of the footwear will be withheld from their final paycheck.
- 16.3.2 New employees hired before October 1 of a year are eligible to receive an additional protective footwear allowance in March of the following year, and each year thereafter. Employees hired after October 1 of a year are not eligible to receive an additional protective footwear allowance until March of their second calendar year of employment.
- 16.4 Parking – Parking on the Employer's premises shall be provided in accordance with the provisions of the parking program for general employees in effect as of the execution date of this agreement, and as may be hereafter amended by the Employer during the term of this Agreement. Bargaining unit employees shall be given the opportunity to provide input along with

other City employees to propose administrative changes to the plan

- 16.5 Tuition Reimbursement – The Employer shall reimburse employees for the cost of tuition for college, vocational or continuing education courses that are directly related to the employee's current job or the development of skills related to a reasonable career path progression. Reimbursement shall be in accordance with City policy, subject to availability of funds and advance Employer approval of courses.
- 16.6 Labor-Management Conference Committee – The Employer and the Union shall establish a Labor/Management Conference Committee (LMCC), which shall normally be comprised of an equal number of appointees from both the Employer and the Union. The function of the Labor/Management Conference Committee shall be to discuss issues of mutual interest and/or concern for the purpose of establishing a harmonious working relationship between the employees, the Employer and the Union. The Labor/Management Conference Committee shall meet quarterly and more often, if necessary, and at times that are mutually acceptable and shall be run according to a mutually developed agenda. The Labor/Management Conference Committee shall not have the power to change the provisions of the Labor Agreement between the parties, negotiate new agreements or resolve grievances beyond what has been agreed to within this Labor Agreement.
- 16.7 The Employer retains the right to update Human Resources Policies (HRPPM) during the term of the agreement as may be legally required to conform to amendments to state and/or federal legislation and to adopt appropriate procedures in support of such statutory amendments.
- If the City proposes to make a change in the provisions of the Employer's Human Resources Policies and Procedures Manual that apply to bargaining unit members, the City will notify the Union as to the change prior to proposed implementation and bargain the change as may be required by chapter 41.56 RCW, at the written request of the Union.
- 16.7.1 If a topic is covered by this Agreement and the City's Human Resources Policies and Procedures Manual (HRPPM), then the HRPPM shall not be applied to bargaining unit employee unless there is no conflict between the HRPPM and this Agreement. In instances of no conflict, the HRPPM will supplement this Agreement. All specific references to the HRPPM are to the version as of ratification of this Agreement. If there remains a conflict between the interpretation of the Agreement and the City's Human Resources Policies & Procedures Manual, the provision of the Labor Agreement shall govern.

ARTICLE 17 MANAGEMENT RIGHTS AND PROTECTIONS

- 17.1 Management Rights – The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and the powers and authority which the Employer possesses.
- 17.1.1 The Employer has the authority to adopt rules for the operation of the departments and conduct of its employees, provided such rules are not in conflict with the provisions of this Agreement or held invalid by operations of law pursuant to Article 22.
- 17.1.2 The Employer has the right to schedule overtime work as required in a manner most advantageous to the Employer and consistent with the requirements of municipal employment and the public interest.
- 17.1.3 Every incidental duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee.
- 17.1.4 The Employer reserves the right to discipline or discharge for just cause. The Employer reserves the right to layoff for lack of work, lack of funds or the occurrence of conditions beyond the control of the Employer, or where such continuation of work would be wasteful and unproductive. (Note: The parties agree that lack of acceptable job performance remains a justification for laying off one employee and retaining another employee, pursuant to Article 10.2)
- 17.1.5 The Employer has the right to assign work and determine the duties of employees, to schedule hours of work, to determine the number of personnel to be assigned at any time, and to perform all other functions not limited by this Agreement.
- 17.1.6 The Employer has the right to contract out or discontinue work performed by the bargaining unit; provided that prior to making a decision to contract out or discontinue work performed by the bargaining unit the Employer shall meet and confer with the Union regarding such actions. The Employer shall negotiate with the Union regarding the effects of any decision to contract out or discontinue work performed by the bargaining unit.
- 17.1.7 The Employer has the right to take interim actions necessary in the event of emergency. In the event the Employer modifies any provisions of this Agreement by such management action, the Employer shall give appropriate notice of any change and opportunity to bargain with respect to any interim action taken consistent with emergency circumstance. Such powers will not modify any provisions of this agreement without mutual agreement of the Employer and the Union.
- 17.2 Performance of Duty – No employee shall strike or refuse to perform their assigned duties to the best of their ability nor shall the Union cause or condone any strikes, slowdowns, or other interference with the normal operation as long as the terms of this Agreement are in effect. Employees who are involved in such actions shall be subject to discharge.
- 17.3 Entire Agreement – The Agreement expressed herein in writing constitutes the entire agreement

between the parties and no oral statements shall add to or supersede any of its provisions.

ARTICLE 18 DISCIPLINARY PROCEDURES

- 18.1 Any formal disciplinary action shall be administered in accordance with the procedures for disciplinary action as set forth in this Agreement. Formal discipline shall mean written reprimand, suspension without pay, demotion, or discharge.
- 18.2 The Employer shall issue a written notice to an employee, with a copy to the Union, when the employee is the subject of an investigation. If the investigation could result in discipline, suspension or discharge, such notice shall be delivered within twenty-one (21) calendar days of the occurrence or knowledge of the occurrence by the Department's Management or Supervisor and shall include the general reason(s) for the investigation, including the allegation(s) and the date of the occurrence of the allegation if known. Except, however, the Employer shall not be required to comply with the twenty-one (21) calendar day notice when the employee's personal conduct has been concealed and when such notice of the employee's personal conduct would tend to compromise the Employer's investigation relating to the conduct at issue.
- 18.3 When an employee is required by the Employer to attend a formal disciplinary interview conducted by the Employer investigating an incident involving that employee, the Employer shall advise the employee that they have the right to be accompanied at the interview by a Union Shop Steward or Business Representative. The Union Representative shall not have the right to interfere with the investigation.
- 18.4 It is understood and agreed by and between the Employer and the Union that the Employer shall administer progressive disciplinary action in accordance with the following procedures:
- 18.4.1 STEP 1 - Oral Warning – Oral warnings shall be used for minor offenses. The supervisor shall discuss the offense and warn the employee not to repeat the behavior. Repeated violations of this category may result in written warnings or more severe disciplinary action.
- 18.4.2 STEP 2 - Written Reprimand or Warning – Written warnings shall be used for more serious problems or offenses as a first step or for repeated incidents where an oral warning has failed to correct the behavior. This warning shall be in the form of a signed letter by the supervisor to the employee listing the violations or failures of the employee and clearly stating that corrective action must be taken by the employee to avoid further discipline. Copies of any such written warnings shall be sent to the Union.
- 18.4.3 STEP 3 - Suspension without Pay – Suspension without pay or demotion may be administered short of discharge where performance or conduct warrants this level of discipline under just cause standards. Suspensions without pay shall not normally exceed three (3) weeks in duration.
- 18.4.4 STEP 4 - Discharge – Instances which warrant discharge without a prior warning, notice, or suspension may include but shall not be limited to, such conduct as insubordination, theft, being under the influence of alcohol or drugs, and illegal or destructive acts while on the job. Repeated offenses may warrant the discharge of an employee, if such conduct has been documented by the supervisor and behavioral changes have not resulted from previous warnings or suspension.

- 18.5 Temporary suspensions or demotions may also be administered (e.g., where it becomes necessary to investigate a situation to determine what further disciplinary action may be justified). Temporary suspensions shall be used to give the supervisor the opportunity to discuss the problem with their supervisor and human resources to determine an appropriate course of action and when the situation is serious enough for the employee to be removed from the work environment. If after investigation, it is determined that the employee was not guilty of any violation, the suspended or demoted employee shall be returned to their position and paid for any lost time. If however, the employee is found in violation, then the appropriate disciplinary action shall take effect on the date that the investigatory suspension commenced.
- 18.6 The Union shall have the right to appeal any discharge, suspension or other formal disciplinary action except written or oral warnings through the grievance procedure to determine whether or not the employee was properly disciplined, suspended or discharged.
- 18.7 Employees will have a right to a notice and a determination meeting prior to any disciplinary action that would impact on an employee's property right, this does not include oral or written warnings. The employee shall be given an opportunity to respond to the charges in a meeting with the Employer and will have the right to Union representation during that meeting upon request.

ARTICLE 19 SUBSTANCE ABUSE

- 19.1 Any time there is reasonable cause to believe that an employee's job performance is impaired by drugs or alcohol, the Employer may cause tests to be administered in accordance with this Agreement. Failure of an employee to take the test(s) or sign the consent form shall result in the employee's termination.

ARTICLE 20 DRUG AND ALCOHOL TESTING

- 20 It is understood and agreed by and between the Employer and the Union that the Employer shall administer drug and alcohol testing in accordance with the following policy and procedures:
- 20.1 **POLICY TO ENSURE WORKPLACE SAFETY FROM SUBSTANCE ABUSE**
- 20.1.1 The Union and the Employer recognize that they have a mutual obligation to ensure a safe and healthy work environment. This policy is instituted to assure that the workplace be free of employees whose job performance may be impaired by the abuse of drugs and/or alcohol.
- 20.1.2 The Employer recognizes that, to the extent possible, its response to drug and alcohol abuse and addiction should be treatment and rehabilitation.
- 20.1.3 The illegal possession, manufacture, use or sale of alcohol or drugs on City of Bellevue premises or while on duty is not tolerated.
- 20.1.4 The use of such substances to the point that employees are unable to perform their jobs safely and effectively while on duty is not tolerated.
- 20.1.5 The Employer recognizes that an employee has the obligation not to place themselves in a situation where the ability to perform their job is impaired by drugs or alcohol. In the event an employee fails to fulfill their obligation, it is the responsibility of the Employer to remove such employee from the work environment to prevent the endangerment of the employee, fellow employees and/or the public.
- 20.1.6 The Employer recognizes employee concerns of personal privacy and therefore agrees that drug or alcohol testing shall be used only in cases where questions of impaired job performance are involved.
- 20.1.7 Disciplinary action against an employee for off-duty conduct shall not be taken unless such conduct directly impairs the employee's on-the-job performance or the ability to continue to perform as an employee.
- 20.1.8 Nothing in this drug policy will limit the Employer's ability to act in accordance with the Vehicular Incident Review Policy and Corrective Action Guidelines found in Administrative Orders No. 44 and 45.

20.2 PROHIBITED SUBSTANCES

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

- a) alcohol
- b) cannabis/marijuana
- c) cocaine
- d) heroin
- e) opium or opiates
- f) phencyclidine (PCP)
- g) lysergic acid diethylamide (LSD)
- h) barbiturates
- i) amphetamines or methamphetamine
- j) methaqualone
- k) mescaline
- l) glutethimide
- m) phencyclidine
- n) procyclidine
- o) other controlled substances as now defined or hereinafter defined under RCW 69.50.101.
- p) a prescription drug for which the employee does have or does not have a current, valid, personal prescription and which is not authorized or approved for use on the job.
- q) any over-the-counter drug which may impair job performance and safety.

20.3 PROCEDURE

20.3.1 It is the intent of the Employer to fully enforce all federal, state and local laws governing the possession, manufacture, sale or use of controlled substances. Employees who violate such laws on duty or on City of Bellevue premises shall be reported to the appropriate law enforcement agency.

It is the responsibility of an employee using non-prescriptive medications to review cautionary warnings for potential side effects. In addition, it is the responsibility of the employee who receives any prescription medication to inquire of the issuing medical authority as to the potential impact of the drug to impair one's ability to work safely and effectively. An employee shall inform their supervisor of such circumstances if there is reasonable cause to believe there will be impairment and the supervisor shall make a determination whether to continue the employee's present assignment, temporarily reassign the employee or relieve the employee from duty under sick leave until such time as the detrimental effects of the medication no longer exist.

- 20.3.2 In the event there is reasonable cause to believe that an employee's job performance may be impaired by drugs or alcohol, the supervisor shall directly 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 use may be involved, unless there is no second supervisory employee immediately available. Indications of impaired behavior 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 processes, poor judgment, or unusual or abnormal behavior.
- 20.3.3 The supervisor(s) shall make a determination as to whether or not the employee's behavior is impaired to the point of being unable to perform their duties effectively and safely. If these conditions are present, the employee shall be relieved of their duties and placed on a suspension with pay status until a clear determination can be made as to the status of drug or alcohol use.
- 20.3.4 If there is reasonable cause to believe that drug or alcohol use is involved, the supervisor or appropriate manager shall have a drug or alcohol test administered. The suspected employee may request the presence of a Union representative or another employee of their choice during drug testing procedures. The employee must sign the Performance Impairment Exam Consent form before testing can be conducted. Failure of an employee to take the test(s) shall result in the employee's termination. The Employer may also have the employee undergo a medical evaluation at Employer expense at the time that the drug or alcohol test is administered. The test(s) must be conducted as soon as possible after the observation of the impaired behavior.
- The Employer shall utilize breath, urine and/or blood test for verification by certified medical personnel. The "enzyme-immunoassay" (EMIT) and "gas chromatography-mass spectrophotometry" (GC-MS) test method shall be used in a laboratory approved by the Employer. The Employer shall pay for the costs of all tests and medical examinations carried out under this procedure. The Employer shall maintain confidentiality of test results. This, however, does not preclude the admission of test results in grievance proceedings.
- 20.3.5 If the test is negative, the employee may be counseled by the physician and returned to work if appropriate to the medical diagnosis. There shall be no loss of pay or benefits. Where appropriate a signed physician's release may be required by the Employer before the employee is returned to work. Time lost due to an illness will be charged to sick leave.
- 20.3.6 If the test is positive, the employee may be terminated depending upon the circumstances of the situation. Circumstances that would warrant an immediate termination include 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.
- 20.3.7 In cases where immediate termination is not warranted, the employee may be placed by the Employer in an unpaid rehabilitation leave status. The employee shall be evaluated by a licensed drug/alcohol evaluator agreed to by the Employer. Where appropriate the employee shall be referred to a treatment program agreed upon by the Union and the Employer. Participation by the employee in the approved treatment program is mandatory. Once the intensive part of the program has been completed, the employee may be re-employed but only

with a written release from a physician. Where it is prescribed by a physician and/or a treatment program, drug testing may be included as a part of that treatment program. Where appropriate, the employee, the Union and the Employer shall enter into agreements that establish the form of treatment and the conditions that will be imposed for the return of an employee to the workplace. 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 terminated.

20.3.8 An employee who is the subject of an investigation (other than criminal) related to substance abuse may have a Union representative or another employee (if available) present during the investigative procedures outlined above. Disciplinary actions taken by the Employer under this procedure shall be determined on a case-by-case basis taking into account, but not limited to, the findings of the test. The employee may grieve the disciplinary action under the Grievance Procedure of the Labor Agreement.

20.4 OTHER

20.4.1 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.

20.4.2 Federal law requires that the Employer 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.

20.4.3 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.

20.4.4 The Union and the Employer shall work cooperatively to facilitate the resolution of problems that arise under the administration of this policy.

ARTICLE 21 GRIEVANCE PROCEDURE

21.1 A "Grievance" shall mean a claim or dispute filed by an employee, the Employer, or the Union on behalf of itself and the employees it represents with respect to the interpretation or application of the provisions of this Agreement. A grievance shall be filed at the lowest step at which there is authority to resolve the matter and shall be processed in the following manner.

21.1.1 Step 1 – A grievance must be presented in writing to the employee's immediate supervisor within ten (10) working days of its alleged occurrence.

The written grievance must include the following information: 1) a statement of the pertinent facts surrounding the nature of the grievance, 2) the date upon which the incident giving rise to the grievance occurred, 3) the specific article and section of the Agreement allegedly violated, 4) the specific remedy requested, 5) the name of the grievant(s), and 6) the name and signature of the Union representative.

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

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

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

21.1.4 Step 4 (Optional) – If the grievance is not settled at Step 3, the Union and the City may agree to engage in a facilitated settlement conference. Either party may initiate a request for a conference within fifteen (15) workdays after the Union receives the Department Head's response at Step 3. This Step will only be used if the party receiving the request agrees in writing within 15 workdays of receiving the request. The settlement conference shall be co-facilitated by the Human Resources, or other designee of the City Manager, and the Secretary Treasurer or their designee. The facilitators will not have authority to compel resolution of the grievance. No transcript or record of the settlement conference will be made. If a settlement is not reached in the settlement conference, or the party receiving the request for a conference declines the request or does not

respond, the grievance may be appealed to arbitration in accordance with the procedure in Step 5 below. The confidentiality of the step 4 settlement conference will be treated the same as if the conference were a mediation under RCW 7.07.030.

- 21.1.5 Step 5 – If the grievance is not resolved at Step 4, (or Step 4 is bypassed), the grievance may be referred to arbitration by the Union. The demand to arbitrate shall be made in writing to the Human Resources, with a copy to the City Manager within fifteen (15) working days after the Union receives the Department Head's response to Step 3 or within fifteen (15) work days after the conclusion of the settlement conference, of the date the settlement conference option is declined affirmatively or the time for acceptance has expired, if applicable under Step 4. If the Employer and the Union are unable to agree upon an arbitrator within five (5) days after they first meet to determine such an appointee, they shall jointly request the Public Employment Relations Commission or the Federal Mediation and Conciliation Service to provide a panel of five (5) arbitrators from the Pacific Northwest Region, from which the parties may select one. The representatives of the Employer and the Union shall alternately eliminate the name of one (1) person from the list until only one (1) name remains. The person whose name was not eliminated shall be the arbitrator.
- 21.1.6 It shall be the function of the arbitrator to hold a hearing at which the parties may submit their positions concerning the grievance. The arbitrator shall render their decision based on the interpretation and application of the provisions of the Agreement within thirty (30) working 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 Employer's jurisdiction. Each party hereto shall pay the expenses of their own attorneys, and the expenses of the arbitrator shall be borne equally by the parties hereto.
- 21.1.7 Neither the arbitrator nor any other person or persons involved in the grievance procedure shall have the power to negotiate new agreements or change any of the present provisions of this Agreement. The arbitrator shall have no power to render a decision that will add to, subtract from, or alter the terms of this Agreement, and the arbitrator's power shall be consistent with applicable law and limited to interpretation and application of the express terms of this Agreement.
- 21.1.8 The parties may mutually agree in writing to extend the time limits set forth in this Article or bypass any steps in the grievance procedure where they deem it appropriate to do so.

ARTICLE 22 SAVINGS CLAUSE

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

ARTICLE 23 DURATION

Unless specified elsewhere in this agreement, the terms of this Agreement shall be in full force upon execution and shall remain in full force and effect through December 31, 2029.

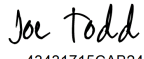
Agreed,

WASHINGTON STATE COUNCIL OF
COUNTY and CITY EMPLOYEES

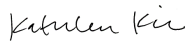
CITY of BELLEVUE

Signed by:

By: 10AC43D7E11C4F1...
Sean Hare
Date: 7/13/2026

Signed by:

By: 43431715CAB241E...
Joe Todd, Deputy City Manager
Date: 7/13/2026

Approved As To Form:

Signed by:

By: 760F273191094B4...
Kathleen Kline, Assistant City Attorney
Date: 7/13/2026

APPENDIX A – PAY RATES

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF BELLEVUE, WASHINGTON, hereinafter referred to as the Employer, and WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, hereinafter referred to as the Union.

1. General Wage Increases

- a. The monthly rates of pay in effect on December 31, 2025, will be increased by 2.70 percent (2.70%). In addition, the City will issue a new pay plan, X, setting forth salary rates as set forth in this agreement.
- b. Effective January 1, 2027, the monthly rates of pay which were effective December 31, 2026, shall be increased by 90% of the CPI-W for the Seattle-Tacoma-Bellevue region for the 12-month period ending the June prior, with a minimum increase of 1.5% and a maximum of 5%.
- c. Effective January 1, 2028, the monthly rates of pay which were effective December 31, 2027, shall be increased by 90% of the CPI-W for the Seattle-Tacoma-Bellevue region for the 12-month period ending the June prior, with a minimum increase of 1.5% and a maximum of 5%.
- d. Effective January 1, 2029, the monthly rates of pay which were effective December 31, 2028, shall be increased by 90% of the CPI-W for the Seattle-Tacoma-Bellevue region for the 12-month period ending the June prior, with a minimum increase of 1.5% and a maximum of 5%.

2. Backpay: Wages are the only retroactive items unless otherwise stated and shall only be received by employees on the payroll and actively working for the City of Bellevue on the date of the bargaining-unit's ratification of this agreement; the only exception will be for retired employees who will be eligible for retroactive wage increases if they separated employment and filed for retirement between January 1, 2026, and the date of ratification of this Agreement and had actual hours worked in 2026.

3. Merit Increases

- a. Employees may be considered for merit increases on, or after, their merit date. Base pay shall not exceed the range.
- b. **Conditions for Earning Merit Increases:** Merit increases are not automatic. Such increases are based on an employee's job as documented by the department director or designee, with a completed documented performance evaluation which has been discussed with the employee.

An employee receiving a 5 rating will be eligible for a full merit increase; a lesser rating will result in eligibility for a lower percentage of merit increase. A rating of less than 3 will result in no merit increase eligibility, and must result in a Performance Improvement Plan or other appropriate performance management step. The parties agree to keep the status quo rating scale of:

Rating/ Increase	Performance Standard
5 = 5%	Performance consistently meets or exceeds all relevant performance standards/expectations. Is performing at a level consistent with experience. If at or above mid-point of range, is a fully independent contributor ("journey" level).
4 = 4%	Performance occasionally fails to meet relevant performance standards/expectations or requires development in one area. Specific examples are stated and further development in that area is addressed.
3 = 3%	Performance occasionally fails to meet relevant performance standards/expectations and/or requires development in more than one area. Requires examples of performance issues or development areas and a specific development plan.
2 = 0%	Performance consistently fails to meet relevant performance standards/expectations and employee has not demonstrated the skills, knowledge, and ability to perform in several key areas. Requires specific examples, a Performance Improvement Plan, and job may be at risk.
1 = 0%	Performance consistently fails to meet performance standards/expectations and employee has not demonstrated the requisite skills, knowledge, and ability to perform this job. Requires a Performance Improvement Plan and job is at risk

- c. **New Hires:** The merit date will be set consistent with the HRPPM at hire for the first year. Thereafter, the merit date will fall on the focal review date, as determined by the employer, of each year. The initial merit date will be used to set within-range pay adjustments for the first year within the new employment status. Thereafter, the employee's merit date will transition to a focal review date. As such time, the employee will receive a prorated merit increase applied on the focal review data following their first year of employment consistent with the HRPPM.
- d. **Change In Merit Dates:** An employee who has a break in service due to a change in status (not as a result of layoff), a transfer from a partially benefited to a fully benefited position, or a leave of absence without pay longer than two weeks will have their merit date extended by the same length of time (to the nearest whole month) the employee was on leave without pay.

A regular employee reinstated to the same position or a position in the same classification following a layoff from employment will have their merit period extended by the same length of

time (to the nearest whole month) as the duration of their layoff, to a twelve-month maximum. This extended merit period will establish a new merit date which will be used for determining subsequent within-range increases.

There will be no change in an employee's merit date when a merit increase is withheld. An employee who has an involuntary downward job movement will have their merit date changed to the effective date of the new job.

- e. Performance Evaluations: Fully benefited employees should be evaluated in writing annually before their merit date. Employee performance evaluations are designed to 1) ensure that quality services are provided to the public at the least possible cost; 2) motivate and develop employees to their fullest potential; 3) clarify roles and mutual expectations of managers/supervisors and employees; and 4) ensure open and ongoing communication between employees at all levels, including feedback from subordinates to supervisors.

Department directors and managers/supervisors are responsible for:

1. defining the tasks and responsibilities of each position;
2. orienting each employee to these aspects of their job;
3. developing performance criteria and expectations for each position and reviewing them with each incumbent regularly (at least annually);
4. developing work plans and objectives with employees which are in line with department and division goals and programs;
5. working with employees to identify individual strengths and limitations, and ensuring that employees are properly placed in positions according to their abilities and skills; and
6. objectively identifying and working with employees to develop a plan for correcting performance deficiencies.

Merit increases shall be withheld by a department director for any employee who does not meet one or more essential job standards for the preceding evaluation period. An employee whose merit increase has been withheld for unsatisfactory performance shall not be entitled to further merit increases until Human Resources receives a specific recommendation to do so from the department director and should a later merit increase be granted, it shall not be retroactive.

Partially benefited employees may be evaluated on an annual basis. Merit increases for partially benefited employees shall be administered in accordance with Section 9.9 Merit Date of this manual. Partially benefited employees are eligible for a merit increase as provided in Section 9.7.1 Conditions for Earning Merit Increases.