

**AGREEMENT
by and between the**

CITY OF BELLEVUE

and the

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS,
LOCAL #77**

**Effective January 1, 2019
through
December 31, 2022**



AGREEMENT
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION NO. 77
January 1, 2019 through December 31, 2022

TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION, UNION MEMBERSHIP, AND PAYROLL DEDUCTION	2
ARTICLE 2 - BULLETIN BOARDS AND UNION BUSINESS	4
ARTICLE 3 - HOURS OF WORK	4
ARTICLE 4 - OVERTIME AND STANDBY	5
ARTICLE 5 - NON-PYRAMIDING	6
ARTICLE 6 - EMPLOYER RIGHTS AND PROTECTIONS	6
ARTICLE 7 - TRIAL SERVICE PERIOD	7
ARTICLE 8 - LAYOFF, RECALL, AND JOB VACANCIES	8
ARTICLE 9 - MONTHLY SALARIES	9
ARTICLE 10 - HOLIDAYS AND SERVICE AWARD PROGRAM	9
ARTICLE 11 - VACATIONS	11
ARTICLE 12 - SICK LEAVE AND OTHER LEAVES	12
ARTICLE 13 - HEALTH INSURANCE (MEDICAL, DENTAL, AND LIFE)	16
ARTICLE 14 - MISCELLANEOUS	20
ARTICLE 15 - ENTIRE AGREEMENT	23
ARTICLE 16 - GRIEVANCE PROCEDURE	23
ARTICLE 17 - SAVINGS CLAUSE	24
ARTICLE 18 - DURATION	25
APPENDIX A	26
APPENDIX B	ERROR! BOOKMARK NOT DEFINED.

THIS AGREEMENT sets forth the entire agreement by and between the CITY OF BELLEVUE, WASHINGTON hereinafter referred to as the "Employer" and INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION NO. 77 hereinafter referred to as the "Union".

ARTICLE 1 - RECOGNITION, DEFINITIONS, UNION MEMBERSHIP, AND PAYROLL DEDUCTION

- 1.1 Recognition – The Employer recognizes the Union as the exclusive bargaining representative for regular fully-benefited employees. The positions are set forth in Appendix A.
- 1.2 Limited Term Employee – It is understood and agreed by and between the Employer and the Union that in addition to regular employees, the bargaining unit shall include Limited Term Employees (LTE) listed in Appendix A. Such LTEs shall not supplant nor substitute for the existing regular workforce. It is the Employer's intention to temporarily supplement capacity and not displace members of the bargaining unit. This category of employees shall be consistent with Bellevue City Council Ordinance No. 6153, as signed March 3, 2014.
- 1.2.1 A Limited Term Employee is an employee hired into a fully-benefited position for a specific project with a specific ending date. The position shall last only for so long as the project or specific need for which it was created exists, but in no event longer than three (3) years. Any employee working as a Limited Term Employee shall be an at-will employee and shall only be entitled to the following benefits, on the same terms and conditions as a newly hired regular status employee:
- 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).
 - h. MEBT vesting, accelerated vesting, and all other provisions of MEBT shall be according to the MEBT plan document.
- 1.2.2 Limited Term Employees, by definition, will be let go on or before the expiration of their limited term assignment. As such, Limited Term Employees' separation from service does not constitute layoff and they shall not be eligible for layoff/recall rights or benefits upon termination.
- 1.2.3 Limited Term Employees may apply for any open position with the Employer, including a regular Full Time Equivalent position. The Limited Term Employee shall receive the same consideration and review as any other "in-house" candidate, for any open position, provided they are employed with the Employer at the time they apply for the position.
- 1.2.4 If a Limited Term Employee is hired into a regular Full Time Equivalent position while still employed by the Employer or within 60 calendar days following a separation of employment from the Employer, their service credit date, for all purposes, shall be established as the original date of hire as a Limited Term Employee (subject to 1.2.1, item g. – MEBT Eligibility).
- 1.2.5 If a Limited Term Employee has a separation of employment from the Employer and is later hired into a subsequent Limited Term position, his or her service credit date, for all purposes, shall be

established as the date of hire in the subsequent Limited Term position and no prior service credit shall be granted.

- 1.2.6 Limited Term Employees shall be hired at a pay step consistent with Appendix A.
- 1.2.7 Limited Term Employees shall be let go prior to regular employees within the affected classification, being laid off, and in reverse order of service among Limited Term Employees, provided that those remaining within the affected classifications can provide equal qualifications and job performance.
- 1.3 Seasonal, variable and part-time employees shall not be members of the bargaining unit. Seasonal, variable and part-time employees shall be defined according to the City of Bellevue Employment Status Definitions on the Human Resources Department intranet website and all rules in those definitions shall apply. Seasonal, variable and part-time employees having the same titles as positions in Appendix A shall be paid pursuant to the wage schedule set forth in Appendix A. Such seasonal, variable and part-time employees shall not supplant nor substitute for the existing regular workforce. It is the Employer's intention to temporarily supplement capacity and not displace members of the bargaining unit.
- 1.4 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-
- 1.5 Payroll Deduction – Upon proper written authorization of any employee within the bargaining unit, the Employer shall deduct from the pay of such employee the monthly amount of dues or service fees as certified by the Union and shall transmit the same to the Secretary-Treasurer of the Union. An employee may withdraw authorization of the monthly deduction of dues or service fees from their pay via a written and signed request to stop such deductions that is submitted to the Union with a copy to the Human Resource Director.
- The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.
- 1.6 Collective Support. Employees understand that dues and/or fees paid to the union are necessary for the maintenance of the bargaining unit and the financial stability of the union to improve wages and working conditions generally. Unit employees collectively agree that financial support to the union is fair, necessary, and integral to the success of this Agreement.
- 1.7 Access to New Members. The Employer will provide the union reasonable access to all newly hired persons entering the bargaining unit within thirty (30) to ninety (90) days of such hire or entry into the unit. The Employer will allow the union up to one (1) hour 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 his or her 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.

- 1.8. Employment Information. The Employer agrees to supply union the names of all “new hires,” persons entering the bargaining unit, and/or performing work covered by this Agreement at a regularly established time each month during the calendar year. This list will include the employee name, job classification, residence address, and if specifically authorized in writing by the employee, their phone number.
- 1.9 Notification when Outside Parties Seek Employee Information. The Employer agrees that it will notify any impacted employee, with a copy of such notification to the Union, whenever there is an official public records request from a third-party specifically soliciting the names, addresses, personal information, or membership status of unit employees. The Employer agrees not to challenge the employee’s right, or the Union’s right as the elected representative of the employee, to assert any privacy or other objection for such requests for information or employee records. This provision will not be violated by publicly available employee information or if an employee disclosed employee information without authorization.

ARTICLE 2 - BULLETIN BOARDS AND UNION BUSINESS

- 2.1 Bulletin Boards – The Employer shall provide suitable bulletin board space for the posting of notices of non-controversial/non-political nature relating to Union business.
- 2.2 Union Business – An employee in the Bargaining Unit (Shop Steward and/or a member of the negotiating committee) may be granted time-off while engaged in local Union business or negotiations provided:
- They notify the Employer in writing at least forty-eight (48) hours prior to the time-off period;
 - The Employer is able to properly staff the employee's job duties during the time-off period;
 - The wage cost to the Employer is reimbursed by the Union and the Employer is not forced to work with other employees on overtime status; **and**
 - Employees in the bargaining unit shall not transact Union business while working on shift which in any way interferes with the operation or normal routine of any department.

ARTICLE 3 - HOURS OF WORK

- 3.1 Work Week – At the discretion of the Employer, the seven-day workweek for full-time employees shall consist of five consecutive 8-hour days, Monday through Friday inclusive, exclusive of the meal period, or other workweek schedules (example, four consecutive 10-hour days, or 9/80 schedule) mutually agreeable to the employee and the Employer.
- 3.2 Work Day – The determination of the normal work day shall be established by the Employer. The normal workday currently consists of 8 consecutive hours of work between 6:00 a.m. and 5:00 p.m., with a 30-minute lunch period and two 15-minute rest breaks.

- 3.3 Rest Breaks – The Employer shall provide each employee with a fifteen (15) minute rest break during the first four (4) hour period of the workday and a second fifteen (15) minute rest break during the second four (4) hour period of the workday.
- 3.4 Meal Periods – The Employer shall provide each employee with an unpaid one-half (½) hour for a meal between the third (3rd) and fifth (5th) hour of each shift. See Article 4.3 for meal periods during certain overtime shifts.
- 3.5 Alternative Work Schedules – The fifteen (15) minute rest breaks and one-half (½) for a meal period for alternative work schedules shall otherwise be administered at intervals as required by applicable state law.
- 3.6 Shift Change – When the Employer determines that it is necessary to alter the normal work day hours or work week (i.e. 3.1, 3.2), there will be three (3) calendar days' notice given prior to the change. When the normal work day hours are changed due to a customer need, the changed hours (including duration) will be worked and paid in its entirety. This provision shall only apply to non-emergency alterations in the normal work day hours or work week.

ARTICLE 4 - OVERTIME AND STANDBY

- 4.1 An employee who is authorized and required to work overtime is entitled to one and one-half times his/her regular rate of pay, equivalent compensatory time off equal to one and one-half time, or a combination thereof at the discretion of the department director or his/her designee. Overtime is defined as hours compensated in excess of forty (40) hours per week and eight (8) hours per day unless an alternate work schedule has been established for a particular work unit or individual. "Regular rate" is defined as the base rate contained in Appendix A, as well as all other overtime or premium (i.e., working out of class or ELO1) pay.
- 4.1.1 Overtime shall be computed in fifteen-minute (.25 hours) increments with the major portion of fifteen (15) minutes being paid as fifteen (15) minutes
- 4.1.1.1 Double Overtime – All overtime performed in excess of twenty-four (24) hours per calendar month shall be paid at two (2) times the employee's regular hourly rate of pay.
- 4.1.2 Compensatory time in lieu of overtime pay may be accrued at the option of the employee up to a maximum of 40.5 hours (i.e. 27 hours at time and one-half). Scheduling of any compensatory time off shall be at a time mutually agreeable to the employee and the Employer, or paid out at the end of the year.
- 4.1.3 Call Back – An employee who has left work and is called back to work after completion of his/her regular day's shift shall be paid a minimum of three (3) hours at one and one half (1.5) times his/her regular rate of pay; provided, however, if the employee's regular shift starts less than two (2) hours from the time he/she started work on the call back, he/she shall receive one and one half (1.5) times his/her regular rate of pay for only such time as occurs before the commencement of his/her regular shift. Employees who are called back to work shall decline call back if the employee is not fit for duty.

- 4.2 Standby – An employee who is required to be available and subject to call shall receive a Standby Duty Allowance of 10% of Step 6 of the 100% Journey Level hourly rate of pay for each hour the employee is required to be available and subject to call. When an employee is required to be on Standby, the employee will be paid for all assigned Standby hours initially scheduled, or as otherwise mutually agreed. Once assigned or otherwise mutually agreed to, standby hours shall not be modified, reduced or cancelled in whole or in part, unless by subsequent mutual agreement. Employees on Standby shall be provided with a communications device in order to respond to call-out without undue restrictions on activities. Neither the Standby Duty Pay nor Standby Duty Hours shall be calculated into the “regular rate” or “hours worked” for overtime payment purposes. Employees who are called out on weekends, holidays, or evenings shall be compensated at the Callback rate which shall be in addition to the Standby Duty Allowance. If an employee is unable to fulfill their standby duties, the employee will notify his/her immediate supervisor of the reason as soon as possible. Because of the City's obligation to public safety and in accordance with the legislative intent of applicable federal regulations, those employees on standby pay shall be expected to be ready to report if called, and shall not be paid for standby duty if in a call-out situation the employee is not fit for duty. Employees on standby who are called back to work shall decline call back if the employee is not fit for duty.

The City will maintain a voluntary list for the standby rotations, provided that each qualified individual must work at least one standby rotation per calendar year and that they may be required to work a standby rotation if an insufficient number of employees volunteer.

- 4.3 Meal Breaks – Meal breaks during overtime assignments will be in accordance with WAC 296-126-092. When such meal breaks are taken by employee(s), the City shall reimburse such employees for reasonable out-of-pocket expenditures for meal(s).
- 4.4 Emergency Calls – Employees who are qualified and possess the knowledge to handle emergency call backs over the telephone may choose to do so. Emergencies handled in this manner shall be compensated at two (2) hours at the employee’s time and one-half (1.5) rate of pay. Compensation requests for multiple calls shall be at the discretion of the Employer and shall be reviewed on a case-by-case basis, using a "reasonable person" standard.

ARTICLE 5 - NON-PYRAMIDING

- 5.1 Premium or overtime pay will not be duplicated or pyramided unless required by FLSA. In no case will premium or overtime pay be based on other than the straight time rate of pay, unless otherwise required by FLSA. Compensation received by any employee for reasons other than work actually performed at the employee's City job assignment, including but not limited to sick leave, vacation leave, funeral leave, compensating time, civil and military leave shall not be pyramided one with another nor added to compensation for actual work performed during an employee's routine work schedule.

ARTICLE 6 - EMPLOYER RIGHTS AND PROTECTIONS

- 6.1 Employer Rights and Protections

- 6.1.1 The Employer retains the full and unrestricted rights to operate and manage all staffing levels, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this Agreement.
- 6.1.2 Nothing in this Agreement shall prohibit or restrict the right of the Employer from executing an administrative decision to subcontract out work performed by employees covered by this Agreement. The Employer agrees to meet with the Union and discuss the effect of any temporary subcontracting decision upon employees covered by this Agreement.
- 6.2 Performance of Duty
- 6.2.1 The Employer and the Union agree that the public interest requires the efficient and uninterrupted performance of all services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. The Union and/or the employees covered by this Agreement shall not cause or condone any form of work stoppage, strike, or slow-downs as long as the terms of this Agreement are in effect. Employees who are involved in such actions shall be subject to discharge.
- 6.2.2 A jurisdictional dispute between two (2) or more Labor organizations shall not be cause for any form of work stoppage, strike, or slow-down. The work shall continue during the process of establishing the appropriate jurisdiction and employees who are involved in any form of work stoppage, strike, or slow-down by the Union. Employees who are involved in such actions shall be subject to discharge.
- 6.2.3 A picket line, strike, slow-down or other interference with City functions by any other Union or bargaining unit shall not be the cause for any form of work stoppage, strike, or slow-down by employees or the Union. Employees who are involved in such actions shall be subject to discharge.
- 6.2.4 Any dispute arising out of the City's enforcement of Sections 6.2.1, 6.2.2, or 6.2.3 of this Article may be appealed to the Grievance Procedure by any party to this Agreement. The matter shall be determined by the arbitrator solely on the issue of whether or not the Union or employee(s) violated any provision(s) of this Article.
- 6.2.5 The City agrees not to lock out employees as a means of retaliation against the Union. However, initiation of a City Hall closure or furlough program shall not be construed as a lockout.

ARTICLE 7 - TRIAL SERVICE PERIOD

- 7.1 New Hire – A new employee shall be subject to a twelve (12) month trial service period commencing with his/her first date of regular employment in a position in the bargaining unit. The Employer shall be under no obligation to re-employ or remain in its employment an employee on trial service. Discharge of an employee during his/her trial service period shall not be subject to the grievance procedure.

If a trial service employee is displaced by a previous incumbent, who was promoted, but did not successfully complete trial service as allowed in Section 7.2, the Employer shall provide a minimum of one month of notice and additional employment to the displaced employee. The displaced employee may seek other employment in the City or outside the City during that period. The Employer may also provide outplacement assistance, if appropriate. If the displaced employee has completed trial service when displaced, the provisions of Article 8 apply. If the displaced employee completed six (6) months or more of the trial service period and is hired or rehired into another regular employment position in the bargaining unit, an additional six-month trial service period may be required, provided that the separation of employment was less than twelve (12) months. If the separation of employment is twelve months or longer, a new twelve (12) month trial service period will commence on his/her first day of regular employment in the new position.

- 7.2 Promotion – An employee who is promoted to a different classification shall be subject to a six (6)-month trial service period to demonstrate his/her abilities and capacity to perform the duties of the classification. The trial service period may be extended by the Employer up to an additional six (6) months. An employee who is unable to satisfactorily perform the duties of the classification shall be returned to the classification in the department/division the employee held immediately prior to the promotion. An employee's return to his/her previous classification during his/her trial service period shall not be subject to the grievance procedure.

ARTICLE 8 - LAYOFF, RECALL, AND JOB VACANCIES

- 8.1 Considerations - The City may lay off employees where there are changes in duties in the organization, a position or service is abolished, a reorganization of the operations occurs or for lack of work or shortage of funds. Any limited term employee shall be let go before any regular employee in the same job classification, and in reverse order of seniority among limited term employees. The procedures for regular employees are as follows:
- 8.1.1 Layoff - Whenever a lay off is anticipated, employees whose jobs may be affected will be notified of the situation and options available as soon as possible to allow time to make necessary arrangements. The Employer shall provide a minimum of one month of notice and additional employment to the displaced employee. The displaced employee may seek other employment in the City or outside the City during that period. The Employer may also provide outplacement assistance, if appropriate. Prior to the implementation of a lay off, the Employer agrees to meet and confer with the Union with regard to the City's decision so that the Union can provide input as it deems appropriate.
- 8.1.2 Regular employees will be retained on the basis of seniority when job performance and qualifications are equal. Relative job performance will be determined by the department head on the basis of past job performance evaluations. Qualifications will be determined by the knowledge, abilities and skills required for that position and the employee's ability to perform the remaining work without further training. Due consideration shall also be given to Federal and State law and good equal employment opportunity practices.
- 8.1.3 For a period of one year, regular employees affected by reduction-in-force will be offered the first opportunity to fill vacant positions in the bargaining unit for which they are qualified.

8.1.4 Limited Term Employees shall not have recall rights.

8.2 Job Vacancy - When a vacancy occurs in the bargaining unit, a notice of such vacancy shall be posted on the bulletin board for a minimum of five (5) working days. Present employees who desire consideration for such openings shall notify the Employer in writing during the period the notice is posted. A limited term employee (LTE) may apply for any position in the City, including those covered by the Agreement. The LTE shall receive the same consideration and review as any other candidate. If the LTE is offered a regular position in the bargaining unit, the seniority or service credit date for all purposes shall be established using the original date of hire of the LTE unless there has been a break in service.

ARTICLE 9 - MONTHLY SALARIES

9.1 The monthly salaries of the employees covered by this Agreement shall be as set forth within Appendix A to this Agreement.

9.2 Acting Capacity – It is supervisory discretion whether any employee should be assigned to act in a higher classification. An employee who is assigned by supervisory personnel to perform the primary duties of a higher paying supervisory classification, including Working Chief, shall be paid at a minimum rate established for such classification for all hours worked, but not less than ten percent (10%) of the employee's current straight-time hourly rate of pay no more than the top step of the higher paying classification. An employee who is being paid in acting capacity shall earn overtime at the acting classification rate if working in the acting classification during the overtime hours.

ARTICLE 10 - HOLIDAYS AND SERVICE AWARD PROGRAM

10.1 The following days shall be considered as paid holidays for fully-benefited employees:

New Year's Day	1st day of January
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday of February
Memorial Day	Last Monday of May
Independence Day	4th of July
Labor Day	1st Monday of September
Veteran's Day	11th day of November
Thanksgiving Day	4th Thursday of November
Day after Thanksgiving Day	4th Friday of November The Friday after Thanksgiving
Christmas Day	25th day of December
Two (2) Floating Holidays in accordance with City policy	

- 10.1.2 An employee is entitled to holiday pay provided the employee is in paid leave status the day before and the day after the holiday.
- 10.2 Employees required to work on Independence Day, Labor Day, Thanksgiving Day, or Christmas Day will be paid for the time worked at two (2) times the employee's regular hourly rate of pay in addition to holiday pay. Employees required to work on any other holiday will be paid for the time worked at time and a half the employee's regular hourly rate of pay in addition to holiday pay.
- 10.3 A "Service Award Program" shall be continued during the life of the contract as set forth in Section 10.26 of the Human Resources Policies and Procedures Manual and as provided below.

A regular employee who has completed the years of employment since the most recent date of hire as a regular employee with the City of Bellevue indicated below will receive the following service awards. A regular employee whose employment with the City is interrupted by lay off will receive credit for the continuous length of service as a regular employee immediately prior to and immediately following the lay-off.

Years of Service	Service Award
5	A letter of appreciation from his/her Department Head, a certificate of service signed by the City Manager and the Mayor, and a one-time grant of eight (8) additional hours of vacation leave.
10	A letter of appreciation from the City Manager, a certificate of service signed by the City Manager and the Mayor, a one-time grant of sixteen (16) additional hours of vacation leave and a \$100 bonus.
15	A letter of appreciation from the City Manager, a certificate of service signed by the City Manager and Mayor, a one-time grant of sixteen (16) additional hours of vacation leave and a \$150 bonus.
20	A letter of appreciation from the City Manager and Mayor, a certificate of service signed by the City Manager and the Mayor, a one-time grant of sixteen (16) additional hours of vacation leave and a \$200 bonus.
25	A letter of appreciation from the City Manager and Mayor, a certificate of service signed by the City Manager and the Mayor a one-time grant of sixteen (16) additional hours of vacation leave and a \$250 bonus.
30	A letter of appreciation from the City Manager and Mayor, a plaque of service signed by the City Manager, the Mayor and the Councilmembers a one-time grant of sixteen (16) additional hours of vacation leave and a \$300 bonus.
35	A letter of appreciation from the City Manager and Mayor, a gift presented by the City Manager and the Mayor, a one-time grant of sixteen (16) additional hours of vacation leave and a \$350 bonus.
40	A letter of appreciation from the City Manager and Mayor, a gift presented by the City Manager and the Mayor, a one-time grant of sixteen (16) additional hours of vacation leave and a \$400 bonus.

ARTICLE 11 - VACATIONS

- 11.1 Each fully-benefited employee shall individually accrue a vacation on the following basis in accordance with this accumulated continuous service:

Years of Continuous Service	Scheduled Working Days Vacation	Equivalent Hours
0	12	96
1	12	96
2	12	96
3	12	96
4	12	96
5	15	120
6	15	120
7	15	120
8	15	120
9	15	120
10	19	152
11	19	152
12	19	152
13	19	152
14	19	152
15	22	176
16	22	176
17	22	176
18	22	176
19	22	176
20 Years and Beyond	25	200

- 11.2 An employee hired on or before the fifteenth day of any month shall accrue vacation leave from the first day of that month. An employee hired on or after the sixteenth day of any month shall accrue vacation from the first day of the next month following.
- 11.3 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.
- 11.4 Vacation leave may not accumulate from year to year without limit. At the beginning of each calendar year, each fully-benefited employee may retain, in his/her personal account, a maximum number of compensated leave hours (vacation, holiday credit and compensatory time) which is equal to two hundred forty (240) hours pro-rated in accord with the employee's FTE. Any vacation accruals exceeding the maximum on January 1 of each year will be automatically forfeited unless otherwise specifically authorized, in writing, by the City Manager. Notification of vacation accruals that may be forfeited if not taken will be given to the employee by the Employer at least 60 calendar days prior to January 1 each year.

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

ARTICLE 12 - SICK LEAVE AND OTHER LEAVES

12.1 Sick Leave

Sick leave shall be available to employees after they have worked for a minimum 90 days from their most recent date of hire except as otherwise required by law.

- 12.1.1 Sick leave must first be earned as a result of completed service with the Employer.
- 12.1.2 Employees shall accrue sick leave at the rate of 8 hours for each completed calendar month of service.
- 12.1.3 Sick leave may accumulate until claimed and used. Up to 1440 of accrued but unused sick leave hours may carry over between calendar years.
- 12.1.4 If the absence claimed as sick leave does not exceed three (3) days, no doctor's certificate or other verification as permitted by law shall be required. Requests for sick leave in excess of three (3) days shall be accompanied by a verification as permitted by law, unless waived by the Employer.
- 12.1.5 Employees have the right to supplement sick leave with accrued but unused paid time off. Employees not on time loss under Workers' Compensation shall exhaust all of the above accrued sick leave and/or vacation time before being placed on a leave of absence without pay if the employee is unable to return to work for medical reasons consistent with Article 12.3 of this Agreement.

The pertinent Human Resources Policies and Procedures Manual (HRPPM) shall govern all personal unpaid leaves of absence and governs accrual of sick leave and vacation while on unpaid leave.

- 12.1.6 An employee may use his/her sick leave accruals for:
- a) An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;
 - b) To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care;
 - c) When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for

such an order; and

d) Leave as provided for under Washington State's Domestic Violence Leave Act.

- 12.1.8 If the need for sick leave is unforeseen, the employee or someone on his/her behalf must notify his/her immediate supervisor of the reason for absence as soon as possible prior to the start of his/her regular work shift on each day off duty. If the need for sick leave is foreseeable, the employee must provide notice to his/her immediate supervisor at least five (5) days, or as early as practicable, in advance of using paid sick leave.
- 12.1.9 In a case in which an employee shall be entitled to benefits or payments under any program of disability insurance furnished by the Employer, Workmen's Compensation Act, or similar legislation of the State of Washington, or any other government unit, the difference between the benefits and payments received under such insurance or act by such employee and his/her regular rate of compensation that he/she would have received shall be taken from the employee's sick leave balance. The foregoing payment or contribution by the Employer shall be limited to the period of time that such employee has accumulated sick leave credits as here and above specified.

If the employee has exhausted sick leave and does not desire to have other paid leave utilized to supplement workers' compensation payments, it shall be the employee's responsibility to notify the appropriate authority in writing prior to exhausting sick leave. Otherwise, the Employer will automatically utilize other paid leave earned by the employee to accomplish the purposes of this section.

- 12.1.10 Accrued but unused sick leave shall have no cash value except at the time of normal service retirement or at separation of service with at least 20 years of employment with the City of Bellevue. At such time the employee shall be eligible to receive 10% cash payment of such leave but not to exceed a maximum of 144 hours (i.e., 10 percent of 1,440).
- 12.1.11 Employees are expected to be on the job, and on time, unless excused by their supervisor or department head. Periodic review of employee's attendance records shall be made. Excessive absenteeism or tardiness, or use of sick leave for purposes other than those provided for in this Agreement shall result in disciplinary action against the employee.

12.2 Other Leaves

- 12.2.1 Bereavement Leave – A fully-benefited employee may use up to a total of 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 60 days of death, or longer with Human Resources Director or designee review and approval. Leave is pro-rated by an employee's FTE.
- 12.2.2 Family and Medical Leave – The City will follow the provisions of the federal Family and Medical Leave Act (FMLA), the Washington Family Leave Law and the Washington Family Care Act as applicable.

- 12.2.3 Jury or 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 to an incident arising while the employee is performing his/her duties assigned by the Employer. The employee shall receive from the Employer, as compensation during this leave period, the amount of his/her regular salary over the compensation received by the employee for such jury duty. Employees shall be required to report for work for any portion of their regularly scheduled shift during which they are not actually serving on a jury or waiting to be impaneled.
- 12.2.4 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.
- 12.2.5 Qualifying Military Exigency Leave will be provided to employees as allowed by law.
- 12.2.6 Effective January 1, 2020, a paid family and medical leave benefit will be available to eligible employees according to the provisions of RCW 50A and the Employer's pertinent policies and procedures. Effective January 1, 2019, the employee's share of the premiums for paid family and medical leave and any surcharges will be collected through a payroll deduction and remitted to the Employment Security Department of Washington State as provided in RCW 50A.
- 12.3 Medical Leave of Absence
- 12.3.1 After an employee has exhausted his/her Family and Medical Leave (or is not eligible for Family or 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. The employee shall use accrued sick leave, and then vacation before going on unpaid status except as provided in 12.1.9.
- 12.3.2 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. 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.
- 12.3.3 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 his/her 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.

- 12.3.4 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.
- 12.3.5 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, he/she may be required to report to work on a specific date.
- 12.3.6 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.
- 12.4 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:
- 12.4.1 Family Medical Leave (FMLA) - While on approved FMLA or FMLA-like leave, either in a paid or unpaid status.
- 12.4.2 Paid Leave – Employees who have exhausted their FMLA or FMLA-like leave or employees not eligible for FMLA or FMLA-like leave and who have approved paid leave of at least 90 hours* on the first day of that calendar month.
- *Medical, dental and vision insurance will continue through the end of the month in which the employee has at least 90 hours of paid time on the first day of that calendar month, unless item 12.4.4 below applies. The employee must maintain their regular schedule and use available paid time during leave. Employees cannot elect to use 90 hours paid time each month to prolong their eligibility period.
- 12.4.3 Workers' Compensation Leave- medical, dental and vision will continue only if the employee continues to receive any paid time from the City of Bellevue (e.g. sick, vacation) in addition to time loss payments received through Workers' Compensation unless item 12.4.4 below applies.

- 12.4.4 During a medical leave, if the employee is unable to pay their portion of the contributions through payroll deduction, the Employer shall pay both the Employer and the employee portions of contributions for employee and/or employee and dependent medical, dental and vision insurance for up to six (6) months in any twenty-four (24) consecutive month period. Such benefit shall be administered concurrently with Section 12.2.2 (FMLA) and HRPPM 10.23.1 (Medical Unpaid Leave).
- 12.4.4.1 Unable to pay their portion of contributions will mean that an employee is no longer receiving paid time from the City of Bellevue (e.g. sick, vacation) and it does not include time loss payments received through Workers' Compensation.
 - 12.4.4.2 6 months will mean a total of six (6) one-month periods that the employee is unable to pay medical, dental, and vision contributions via regularly scheduled payroll deductions.
 - 12.4.4.3 Medical leave will mean illness or injury of the employee (non-work related and work-related).
 - 12.4.4.4 Two (2) year period will be determined by looking back from the current calendar month.
- 12.4.5 Eligibility for other insurance, such as life or disability insurance shall be in accordance with the criteria established by the insurance vendor.
- 12.4.6 Premium Payments: In the event the employee is unable to pay his/her portion of the medical, dental, and vision premium through payroll deduction, the City will make the payment for the employee's portion of premium and collect his/her portion back from the employee upon his/her return to work.
- 12.4.7 End of Coverage: City-paid coverage for medical, dental, vision insurance ends on the last day of the calendar month in which an employee terminates or changes to an ineligible status. Employees not eligible for FMLA or FMLA-like leave but who have approved paid leave will lose coverage effective the first day of the calendar month the employee does not have 90 hours of paid leave unless otherwise stated above.
- 12.4.8 Reinstatement of Coverage: In the event the employee's medical, dental, and vision insurance ended, coverage will be reinstated effective the first day of the calendar month immediately following the date the employee satisfies the plan eligibility requirements.

ARTICLE 13 - HEALTH INSURANCE (MEDICAL, DENTAL, AND LIFE)

- 13.1 Health Insurance - Overall, it is the intent of the parties that health benefits coverages and cost-sharing between the Employer and the Employees in the bargaining unit shall be the same as for non-represented employees of the City. Health benefits coverage shall be provided in accordance with state and federal laws in existence at any given time during the term of this agreement. The parties agree that for the benefit year starting January 1, 2019, that the health insurance offered to union members will be governed by last year of the parties' prior collective bargaining agreement that expired on December 31, 2018. For the benefit years starting January 1, 2020, and for the remaining duration of the agreement that the following agreements apply:

- 13.1.1 The Employer retains the right to select administrators and choose insurance carriers or to self-insure benefits. The Union understands and recognizes that the monthly premiums for insured plans is based on the actual rate charged to the City by the insurance company (e.g. Kaiser, Delta Dental, Willamette), and that the monthly total premiums for self-insured plans is the renewal premium equivalent rates in the annual actuary report effective each January as determined by the actuary hired for the plan. The Employee contribution shall be deducted monthly from the employee's pay check. Premiums shall only be used for allowable expenses and any unexpended funds remaining in the Health Benefits Fund at the conclusion of the benefit year shall be carried forward from year to year until expended for allowable expenses.
- 13.1.2 The Union recognizes that the Employer shall have the right to make design and cost sharing changes to the Employer provided 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.
- 13.1.3 Eligible employees may elect Medical, dental or vision coverage. When dependent coverage is elected for medical, dental or vision, employees and their eligible dependents shall be enrolled in the same plan(s).
- 13.1.4 The Employer may open the contract to negotiate this provision 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.
- 13.1.5 Premium Sharing for the City of Bellevue Core Plan currently administered by Premiera. For the remaining duration of this Agreement starting January 1, 2020, the employee percentage of the required premium will be calculated 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%

- 13.1.6 Premium Sharing for the City of Bellevue Choice Plan currently administered by Premiera. For the remaining duration of this Agreement starting January 1, 2020, in the event the employee elects dependent coverage under the Choice Plan the employee's contribution toward the required premium will be calculated after subtracting the employee only premium from the total premium:

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

13.1.7 Premium Sharing for the Kaiser Permanente Plan.

For the remaining duration of this Agreement starting January 1, 2020, the employee's contribution toward the required premium will be calculated after subtracting the employee only premium from the total premium: :

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%

13.1.8 Premium Sharing for Delta Dental.

For the remaining duration of this Agreement starting January 1, 2020, the employee percentage of the required premium will be calculated as follows:

Insured Plan	Coverage Level/Tier	Employee Contribution Percentage (of the Monthly Total Premium)
Delta Dental	Employee Only	12.0%
	Employee & Spouse/Registered Domestic Partner	16.6%
	Employee & Child(ren)	17.6%
	Employee & Family	18.8%

13.1.9 Premium Sharing for Willamette (Dental Maintenance Organization or DMO).

For the remaining duration of this Agreement starting January 1, 2020, the employee percentage of the required premium will be calculated as follows:

Insured Plan	Coverage Level/Tier	Employee Contribution Percentage (of the Monthly Total Premium)
Willamette (DMO)	Employee Only	12.7%
	Employee & Spouse/Registered Domestic Partner	16.9%
	Employee & Child(ren)	17.9%
	Employee & Family	18.9%

13.1.10 Premium Sharing for Vision Services Plan (VSP).

Insured Plans Offered: Exam Only Plan and Exam & Hardware Plan

For the remaining duration of this Agreement starting January 1, 2020:

Exam Only Plan: The Employee pays 0% for all coverage level/tiers. This coverage is 100% Employer paid.

Exam and Hardware Plan: The Employee shall contribute the remaining premium of the selected coverage level/tier after the Employer contributes the dollar amount equal to the Exam Only Plan for that coverage level/tier.

- 13.1.11 Beginning with the 2018 plan year, the Union recognizes that the Employer shall have the ongoing right to make annual design and cost sharing changes to the Health Plans to promote cost containment or 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, provided such changes shall be made uniformly for all non-represented City employees, their dependents, and employee groups evenly.

The Employer and the Union agree that the status quo maximum premium rates for City medical plan options offered to members of the bargaining unit shall not exceed the current Federal Excise (Cadillac) Tax limits of \$10,200 per employee per year and \$27,500 per family per year (as well as other benefit tiers, respectively) as outlined in the Patient Protection and Affordable Care Act effective January 1, 2018, or as amended.

To that end, for the plan year commencing January 1, 2018, and every year thereafter, the City shall be allowed to implement plan design and/or vendor changes and/or contract for the provision of medical insurance and/or no longer be self-insured in order to limit plan offering cost to the annual individual and family caps as defined by the ACA (other plan tiers will be adjusted accordingly based on actuarial projections with these caps in mind).

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

Should the City elect to make changes to the Bellevue Health Plans, the Union may request 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 13 of the collective bargaining agreement.

- 13.1.12 The Employer will continue to involve bargaining unit representatives in education and training regarding health coverage issues and any options that may be under consideration prior to implementation.
- 13.1.13 The City and the Union agree that should the Flex Spending Plan for pre-tax medical contributions count toward the Affordable Care Act excise tax threshold, it will no longer be offered after December 31 of the year preceding the implementation of the excise tax threshold. Should the value of all City-offered medical coverage offerings be below the excise tax threshold in a given benefit year the City will make reasonable efforts to offer the health care FSA at a reduced level so long as no excise tax penalties are incurred because of the health care FSA. However, the City will not offer a health care FSA in any circumstance where the maximum deferral limit for health care FSA participants would have to be less than \$1,200.00 per year to avoid incurring any excise tax penalties because of the health care FSA.
- 13.1.14 Employees hired on or prior to November 30, 2019, and eligible for benefits prior to January 1, 2020, will be eligible to enroll in either the Core Plan, the Choice Plan, or the HMO option operated by Kaiser Permanente. Employees hired after November 30, 2019, and eligible for benefits on or after January 1, 2020, will only be eligible to enroll in either the Choice Plan or the HMO Option operated by Kaiser Permanente.
- 13.2 Domestic Partner Eligibility - The domestic partner benefits, eligibility criteria, the declaration process for accessing and terminating those benefits and the requirement for a marriage declaration described in the City of Bellevue City Code will apply to bargaining unit members.
- 13.2.1 Domestic Partner Cost Sharing - The benefit plan and the cost sharing arrangements that apply to married bargaining unit employees will be the same benefit plan and cost sharing arrangements that apply to bargaining unit employees with Domestic Partners (as defined in the Human Resources Code).
- 13.3 Group Life / Accidental Death and Dismemberment (AD&D) Insurance:- The Employer shall pay each month 100% of the premium necessary to provide for each employee group term life insurance coverage equal the employee's annual base salary up to a maximum of \$50,000. Such coverage shall provide for payment to beneficiary as designated by the Employee.

ARTICLE 14 - MISCELLANEOUS

- 14.1 Termination Benefits – An employee terminating his/her employment shall be paid in accordance with the wage provisions in effect at the time of the termination.
- 14.2 Pensions – The Employer and the employee shall participate in the Washington Public Employee's Retirement System as set forth in RCW 41.44.

- 14.3 Safety Standards – The Employer and the Union agree to cooperate in maintaining safe working conditions in accordance with Washington Industrial Safety and Health Act.
- 14.4 Training – The City agrees to pay for tuition reimbursement in accordance with the Human Resources Policies & Procedures, as it currently exists or is hereafter amended during the term of the agreement.
- 14.4.1 Employees required to attend training periods outside of regularly scheduled hours shall be compensated in accordance with the Fair Labor Standards Act.
- 14.5 Municipal Employees Benefit Trust – Employees in the bargaining unit may continue to participate in the Municipal Employees Benefit Trust (MEBT).
- 14.6 Safety Shoes and Glasses – Protective footwear shall be worn on the job during activities of any hazard exposure in order for the employee to be allowed to work each day. Specifications of all protection footwear shall be provided to the employees, as approved by the Employer, to assure WISHA compliance. The Employer Agrees to provide City-specified glasses for purposes such as drilling and fabricating work.
- 14.6.1 Protective Footwear – The Employer shall pay a protective footwear allowance for the purchase of protective footwear for each employee in March of each year, to ensure compliance with WISHA or other relevant regulations.
- The employee shall wear protective footwear that meets safety specifications to be allowed to perform compensated work. The footwear shall meet one of two alternative standards designed to address the job hazards to which the work group may be exposed; therefore, an employee's allotment shall be either one hundred seventy five dollars (\$175) for the Basic Standard or two hundred twenty five dollars (\$225) for the Enhanced Standard according to the job hazards to which the employee is exposed.
- In the event the employee spends more than their allotment to purchase protective footwear, in either the Basic or Enhanced standard according to the job hazards to which the employee is exposed, the Employer will provide additional reimbursement up to a maximum of \$50 upon the employee providing receipts demonstrating actual protective footwear expenses incurred.
- 14.6.2 New employees shall be eligible for a footwear allotment upon hire. Provided however, should the employee fail to successfully complete their trial service period, the value of such footwear shall be withheld from their final paycheck.
- 14.6.2.1 New hire employees hired on or before October 1st of a year shall be eligible to receive an additional protective footwear allocation in March of the following year, and each year thereafter, as set forth in 14.6.2. New hire employees hired after October 1st of a year shall not be eligible to receive an additional protective footwear allocation until March in their second (2nd) calendar year of employment.

- 14.7 Uniforms – Provided that the City continues to require the wearing of uniforms while on duty, the City Agrees to provide up to \$450 for new hires for the purchase of uniforms in their first calendar year of employment, and will provide up to \$300 in each calendar year to other employees for the purchase of uniforms. Purchases in excess of these amounts may be approved by the manager if the request is reasonable and necessary to perform regular job duties. The city will continue the practice of reimbursing the vendor for employee uniform purchases, up to these amounts, rather than reimbursing employees directly.
- 14.8 Wherever words denoting a specific gender are used in this Agreement, they shall be construed so as to apply equally to either gender.
- 14.9 Discharge – The Employer shall retain the right to discharge an employee for just cause and any such discharge may be subject to the grievance procedure. A discharge is defined as an involuntary termination of the employee for disciplinary reasons. Examples of "just cause" are listed in Section 7.4.1 of the City's Human Resources Policies and Procedures Manual.
- 14.9.1 When an employee is required by the Employer to attend a formal disciplinary interview conducted by the Employer investigating an incident involving an employee, the Employer shall advise the employee that he/she has 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.
- 14.10 Substance Abuse – 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. Failure of an employee to sign the consent form may result in discipline up to and including discharge. Failure of an employee to take the test(s) shall result in the employee's termination; provided any related disciplinary action would be subject to the grievance procedure.
- 14.10.1 Notwithstanding the foregoing, the Employer's policies placed in effect to comply with Federal law requiring mandatory drug testing shall apply to employees in the bargaining unit (CDL).
- 14.11 Parking – Parking on the Employer's premises shall be provided in accordance with the provisions of the general parking program established effective as of January 2015. Any amendments to the existing general parking program that result in increased costs or decreased monetary incentives to the employees shall be made the same as for non-represented employees of the City. The employee and the Union shall meet to address any circumstances unique to the bargaining unit. Bargaining unit employees shall be given the opportunity to provide input along with other City employees to propose administrative changes to the plan.
- 14.12 Labor - Management Committee – Regular labor-management meetings will be held on a mutually agreeable basis to discuss matters applicable to employees in the bargaining unit.
- 14.12.1 If a topic is covered by this Agreement and the City's Human Resources Policy Manual (HRPPM), then that topic shall not be applied to bargaining unit employee unless there is no conflict between the HRPPM and this Agreement. In instances of no conflict, the HRPPM will supplement this

Agreement. If there is a conflict between the interpretation of the agreement and the City's Human Resources Policies manual, the provision of the labor agreement shall govern.

- 14.13 Employees of the bargaining unit may participate in the Employer's Special Recognition Awards program as outlined in the Human Resources Policies and Procedures Manual.

ARTICLE 15 - ENTIRE AGREEMENT

- 15.1 This agreement sets forth the entire agreement between the parties governing wages, hours and working conditions, which has been reached as a result of collective bargaining and shall be in effect for the period stated herein.
- 15.2 The parties acknowledge that each had the right and opportunity to make proposals with respect to matters deemed proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, the Employer and the Union for the duration of this Agreement, each agrees to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered by this Agreement.

ARTICLE 16 - GRIEVANCE PROCEDURE

- 16.1 A "Grievance" shall mean a claim or dispute by an employee, the employer, or the union with respect to the alleged violation of the provisions of this Agreement and shall be processed in the following manner. The Union steward shall be directly involved in each step of this procedure. Employees should first try to resolve grievances through their immediate supervisor. An earnest effort shall be made by all parties to reach a fair and equitable settlement. All disputes that are resolved at the supervisor level (whether a formal grievance has been filed or not) will be on a non-precedent basis (unless otherwise expressly stated in writing) and will not be used by any party in any other situation or procedure regarding another employee or union agent and any manager or supervisor. The Union will not be required to press employee(s) grievances if, in the Union's opinion, the grievances lack merit.
- 16.1.2 Step 1 – A grievance must be presented to the employee's supervisor within ten (10) working days of the employee's knowledge of its alleged occurrence. The supervisor shall attempt to resolve it with a written response within ten (10) days after it is presented to him/her.
- 16.1.3 Step 2 – If the grievance is not resolved by the immediate supervisor, the Union shall present a written grievance, stating the issue, Section of the Agreement violated, the facts of the case as seen by the grieving party, and the remedy sought to the department head, or designee, with a copy to Human Resources, within ten (10) working days after Step 1 is completed. The Department Head shall attempt to resolve it within ten (10) working days after it has been presented to him/her.
- 16.1.4 Step 3 – If the grievance is not resolved by the department head, the Union shall present the written grievance, together with all other pertinent materials, to the City Manager or designee within ten (10) working days after Step 2 is completed. The City Manager or designee shall attempt to resolve the grievance within ten (10) working days after it has been presented to him/her.

- 16.1.5 Step 4 – If the grievance is not resolved by the City Manager or designee, the grievance may be referred to an arbitrator, no later than fifteen (15) days after the Union receives the City Manager's response. If the Employer and the Union are unable to agree upon an arbitrator within ten (10) days after they first meet to determine such an appointee, they shall jointly request the American Arbitration Association to provide a panel of five (5) arbitrators from which the parties may select one. The representatives of the Employer and the Union shall alternately eliminate the name of one person from the list until only one name remains. The person whose name was not eliminated shall be the arbitrator.
- 16.2 It shall be the function of the arbiter to hold a hearing at which the parties may submit their positions concerning the grievance. The arbiter shall render within thirty (30) days after such hearing his/her decision based on whether or not the Employer violated the provisions of this Agreement. The decision shall be final and binding upon the parties to the grievance provided the decision does not involve action by the arbiter which is beyond his/her jurisdiction. Each party hereto shall pay the expenses of their own representatives (e.g. attorney's fees) and the expenses of the arbiter shall be borne equally by the parties hereto.
- 16.3 The term "employee" for purposes of this Article shall mean the employee accompanied by his/her Union Representative, if he/she so desires.
- 16.4 Neither the arbiter nor any other person or persons involved in the grievance procedure shall have the power to alter or change any of the present provisions of this Agreement.
- 16.5 The time limits set forth in this Article maybe extended by mutual agreement of the Employer and the Union. The parties may also, via mutual agreement, bypass any of the steps in the grievance procedure where the parties deem it appropriate to do so. The parties will document their mutual agreement, for either extensions of the time limits or to bypass any steps in the Grievance procedure, in writing. Failure by the non-grieving party to comply with any time limitations as provided in this Article shall constitute a right of the grieving party to proceed to the next Step without waiting. Failure of the grieving party to comply with the foregoing time limitations shall constitute resolution and withdrawal of the grievance.

ARTICLE 17 - SAVINGS CLAUSE

- 17.1 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 provision 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 and to preserve the intent of the entire Agreement as negotiated by the parties.

ARTICLE 18 - DURATION

- 18.1 Unless otherwise expressly provided herein, the terms of this Agreement shall be in full force and effect on January 1, 2019, and shall remain in full force and effect through December 31 2022, during which time no additional provisions will be negotiated unless mutually agreed otherwise to become effective prior to January 1, 2023.
- 18.2 In the event negotiations for a new agreement have not been completed by January 1, 2023, the provisions contained in this Agreement may remain in effect by mutual agreement until the conclusion of the negotiations for a new Agreement.
- 18.3 If either the Employer or the Union desires to change, modify or terminate any provisions of this Agreement on the anniversary date of December 31, 2022, written notice must be given to the other party sixty (60) days in advance of December 31, 2022, and the nature of the changes or modifications shall be contained in such notice.

AGREED,

CITY OF BELLEVUE, WASHINGTON

By



Deputy City Manager

Date

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL #77 (IBEW)

By

 9/12/19

Jonathan Finch

Date

Business Representative

 9-11-19

Rex Habner

Date

Business Manager/Financial Secretary

Approved as to form:



Assistant City Attorney

APPENDIX A

to the
A G R E E M E N T
By and Between
CITY OF BELLEVUE, WASHINGTON
and
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION NO. 77

January 1, 2019 through December 31, 2022

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF BELLEVUE, WASHINGTON hereinafter referred to as the "Employer" and INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION NO. 77, hereinafter referred to as the "Union".

A.1 Effective retroactively to January 1, 2019, there shall be an adjustment to the 2018 Electronics Technician/Signal Electrician classifications at Journey level of 4.55%, and all other classifications shall be increased a proportional amount based on the stated differential in the table below.

Classification	STEP						2019
	1	2	3	4	5	6	
Signal Assistant	\$4,278.33	\$4,493.58	\$4,715.74	\$4,951.98	\$5,199.74	\$5,459.88	MONTHLY
70% of Journey	\$24.68	\$25.92	\$27.21	\$28.57	\$30.00	\$31.50	HOURLY
Asst Electronic Commctns Tech	\$4,889.53	\$5,135.52	\$5,389.42	\$5,659.40	\$5,942.56	\$6,239.86	MONTHLY
80% of Journey	\$28.21	\$29.63	\$31.09	\$32.65	\$34.28	\$36.00	HOURLY
Signal Repair Specialist	\$5,195.12	\$5,456.49	\$5,726.26	\$6,013.12	\$6,313.97	\$6,629.85	MONTHLY
85% of Journey	\$29.97	\$31.48	\$33.04	\$34.69	\$36.43	\$38.25	HOURLY
Electronics Technician	\$6,111.91	\$6,419.40	\$6,736.77	\$7,074.25	\$7,428.20	\$7,799.83	MONTHLY
Signal Electrician	\$35.26	\$37.04	\$38.87	\$40.81	\$42.86	\$45.00	HOURLY
Journey							
Master Electronics Technician			\$7,343.08	\$7,710.94	\$8,096.74	\$8,501.81	MONTHLY
Master Signal Electrician			\$42.36	\$44.49	\$46.71	\$49.05	HOURLY
109% of Journey							
Working Chief			\$7,679.92	\$8,064.65	\$8,468.15	\$8,891.80	MONTHLY
114% of Journey			\$44.31	\$46.53	\$48.85	\$51.30	HOURLY

A.1.2 Effective January 1, 2020, the wage schedule in effect on December 31, 2019 shall be increased by 3%.

Classification	STEP						2020
	1	2	3	4	5	6	
Signal Assistant	\$4,406.83	\$4,627.65	\$4,858.19	\$5,099.64	\$5,356.87	\$5,623.80	MONTHLY
70% of Journey	\$25.42	\$26.70	\$28.03	\$29.42	\$30.91	\$32.45	HOURLY
Asst Electronic Commctns Tech	\$5,036.37	\$5,288.75	\$5,552.21	\$5,828.16	\$6,122.13	\$6,427.20	MONTHLY
80% of Journey	\$29.06	\$30.51	\$32.03	\$33.62	\$35.32	\$37.08	HOURLY
Signal Repair Specialist	\$5,351.15	\$5,619.29	\$5,899.23	\$6,192.42	\$6,504.77	\$6,828.90	MONTHLY
85% of Journey	\$30.87	\$32.42	\$34.03	\$35.73	\$37.53	\$39.40	HOURLY
Electronics Technician	\$6,295.47	\$6,610.93	\$6,940.27	\$7,285.20	\$7,652.67	\$8,034.00	MONTHLY
'Signal Electrician							
Journey	\$36.32	\$38.14	\$40.04	\$42.03	\$44.15	\$46.35	HOURLY
Master Electronics Technician			\$7,564.89	\$7,940.87	\$8,341.41	\$8,757.06	MONTHLY
Master Signal Electrician			\$43.64	\$45.81	\$48.12	\$50.52	HOURLY
109% of Journey							
Working Chief			\$7,911.90	\$8,305.13	\$8,724.04	\$9,158.76	MONTHLY
114% of Journey			\$45.65	\$47.91	\$50.33	\$52.84	HOURLY

A.1.3 Effective January 1, 2021, the wage schedule in effect on December 31, 2020 shall be increased by 2.88%.

Classification	STEP						2021
	1	2	3	4	5	6	
Signal Assistant	\$4,534.23	\$4,761.12	\$4,997.72	\$5,246.45	\$5,510.96	\$5,785.17	MONTHLY
70% of Journey	\$26.16	\$27.47	\$28.83	\$30.27	\$31.79	\$33.38	HOURLY
Asst Electronic Commctns Tech	\$5,181.97	\$5,441.28	\$5,711.68	\$5,995.95	\$6,298.24	\$6,611.63	MONTHLY
80% of Journey	\$29.90	\$31.39	\$32.95	\$34.59	\$36.34	\$38.14	HOURLY
Signal Repair Specialist	\$5,505.85	\$5,781.36	\$6,068.66	\$6,370.69	\$6,691.88	\$7,024.85	MONTHLY
85% of Journey	\$31.76	\$33.35	\$35.01	\$36.75	\$38.61	\$40.53	HOURLY
Electronics Technician	\$6,477.47	\$6,801.60	\$7,139.60	\$7,494.93	\$7,872.80	\$8,264.53	MONTHLY
Signal Electrician							
Journey	\$37.37	\$39.24	\$41.19	\$43.24	\$45.42	\$47.68	HOURLY
Master Electronics Technician			\$7,782.16	\$8,169.48	\$8,581.35	\$9,008.34	MONTHLY
Master Signal Electrician			\$44.90	\$47.13	\$49.51	\$51.97	HOURLY
109% of Journey							
Working Chief			\$8,139.14	\$8,544.22	\$8,974.99	\$9,421.57	MONTHLY
114% of Journey			\$46.96	\$49.29	\$51.78	\$54.36	HOURLY

A.1.4 Effective January 1, 2022, the wage schedule in effect on December 31, 2021 shall be increased by 2.88%.

Classification	STEP						2022
	1	2	3	4	5	6	
Signal Assistant	\$4,665.27	\$4,898.23	\$5,142.11	\$5,398.12	\$5,669.91	\$5,951.76	MONTHLY
70% of Journey	\$26.92	\$28.26	\$29.67	\$31.14	\$32.71	\$34.34	HOURLY
Asst Electronic Commctns Tech	\$5,331.73	\$5,597.97	\$5,876.69	\$6,169.28	\$6,479.89	\$6,802.02	MONTHLY
80% of Journey	\$30.76	\$32.30	\$33.90	\$35.59	\$37.38	\$39.24	HOURLY
Signal Repair Specialist	\$5,664.97	\$5,947.85	\$6,243.99	\$6,554.86	\$6,884.89	\$7,227.14	MONTHLY
85% of Journey	\$32.68	\$34.31	\$36.02	\$37.82	\$39.72	\$41.70	HOURLY
Electronics Technician	\$6,664.67	\$6,997.47	\$7,345.87	\$7,711.60	\$8,099.87	\$8,502.52	MONTHLY
Signal Electrician	\$38.45	\$40.37	\$42.38	\$44.49	\$46.73	\$49.05	HOURLY
Master Electronics Technician			\$8,006.99	\$8,405.64	\$8,828.85	\$9,267.75	MONTHLY
Master Signal Electrician			\$46.19	\$48.49	\$50.94	\$53.47	HOURLY
109% of Journey			\$8,374.29	\$8,791.22	\$9,233.85	\$9,692.87	MONTHLY
Working Chief			\$48.31	\$50.72	\$53.27	\$55.92	HOURLY
114% of Journey							

A.2 Administration

A.2.1 The pay plan shall consist of four 6-step pay ranges and two 4-step ranges with step intervals of 5%. The Journey level positions (Electronics Technician and Signal Electrician) were established as 100%. The Signal Assistant classification is 70% of Journey. The Assistant Electronic Communications Technician classification is 80% of Journey. The Signal Repair Specialist classification is 85% of Journey. The Master Journey level is 109% of Journey. The Working Chief classification is 114% of Journey.

A.2.2 The City will evaluate a new hire's qualifications, abilities, and experience in the job for which the candidate applied. The Union shall be included in the interview and evaluation process and make a recommendation to the City. For all classifications below Journey level, an employee is ordinarily hired at Step 1 of the pay range and shall be subject to a 12-month Trial Service Period. An employee who successfully completes the Trial Service Period shall advance to Step 2. That employee shall be eligible for a merit review 1 year after moving to Step 2.

A.2.3 For the classification of Journey, an employee who is hired at a trainee level shall be hired at Step 1; an employee hired at less than a fully qualified journey level shall be hired at Step 2; and an employee hired at fully qualified journey level shall be hired at Step 3; an employee who exceeds fully qualified journey level may be hired at Step 4.

Step 1 – Trainee

Step 2 – Not Journey qualified

Step 3 – Not Journey qualified

Step 4 – Journey qualified

Step 5 – Exceeds Journey qualified

It is a condition before advancing to Journey Classification Step 6 that an employee becomes standby qualified.

Employees who do not become standby qualified within one year of attaining Step 5 shall remain at Step 5 until becoming standby qualified.

Step 4 is a skill step and requires an employee to meet all journey level qualifications. An employee hired at Step 1, 2, or 3 may advance to Step 4 upon meeting Journey level requirements, which will also move the employee's merit date to 1 year from step movement.

- A.2.3.1 The Parties will work together in the Labor Management Committee to identify bottlenecks that are preventing employees that have the desire to become standby qualified from doing so.

The City will maintain a standby qualification program and give a Step 5 employee one year from the later of either the date of union's ratification of the parties' successor collective bargaining agreement or an employee's start date in Step 5 to train and test for standby qualification.

If an employee has actively participated in the program but has not been able to achieve standby qualification in the one-year period, then that employee will be afforded an additional six-months to train and test with monthly labor-management check-in meetings on the employee's progress. If the employee is still not able to become standby-qualified, the employee may, at the employee's choice, participate in the program again after a twelve-month hiatus from the program.

Once an employee successfully completes the standby qualification, the employee must maintain the requirements of standby qualification to maintain the benefits afforded and available to standby qualified employees under the contract.

- A.2.4 Unless otherwise specifically addressed herein, the step increases shall be based upon satisfactory performance evaluation and completion of twelve (12) months in the prior step before advancing to the next step. Step increases may be withheld or delayed for employee performance that does not meet standards, provided that the employee's performance deficiencies have been discussed and documented with the employee at least sixty (60) days in advance of the performance evaluation date to allow the employee sufficient time to correct performance to meet standards.

- A.2.5 The Parties have jointly agreed on the standards and the process required to attain the level of Master. Such agreement is included in a Master of Craft Program letter of agreement signed by the parties and dated 12/20/02. These standards and process may be changed by joint agreement of the parties and may be achieved through the Labor/Management Committee.

A.2.6 When an employee is upgraded from a journey or master level position, the employee shall go to the same step number in the appropriate higher position pay range (EXAMPLE: from Signal Electrician Step 5 to Master Signal Electrician Step 5).

Similarly, when an employee is placed from a higher level position into a journey or master level position, the employee shall maintain the same step number in the journey or master level pay range (EXAMPLE: from Working Chief Step 6 to Electronics Technician Step 6).

The parties have jointly agreed to a Working Chief Memorandum of Understanding dated 07/01/03, which agreement is referenced herein.

A.2.7 If an employee is promoted from Signal Assistant, Assistant Electronic Communications Technician or Signal Repair Specialist to higher level bargaining unit classification, the employee's pay rate upon promotion shall be one hundred five percent (105%) of the employee's current base salary rate, provided the promotional amount is at least the minimum and does not exceed the maximum rate of the new classification. After initial placement in the higher position pay scale, the employee's next opportunity for a pay increase shall be 12 months after the upgrade.

A.2.7.1 Employees who are off step may be paid between steps until reaching the top step and may have their base pay rate increased by five percent (5%) at 12 month intervals up to the maximum rate of the classification; provided however, the intent of A.2.4 has been met. Journey level employees who are off step will not be moved beyond Step 5 until becoming standby qualified.

A.2.8 Certified Electrician Premium. An employee in the classification of Signal Electrician or above, while holding a valid certificate of competency for journey level electrician (EL01) issued by the Department of Labor and Industries and who in addition meets the minimum qualifications below, will be paid a premium based upon their current monthly base rate, paid semi-monthly, divided evenly between each pay check:

Classification	EL01 Premium Rate
Journey worker	7.5%
Master/Crew Chief	2.5%

Minimum Qualifications:

- Possession of the Journey Level Certificate (EL01) issued by the Department of Labor and Industries and four years of experience as a journey level electrician after obtaining an EL01; or
- Possession of the Journey Level Certificate (EL01) issued by the Department of Labor and Industries and meeting the education and experience requirements as provided in RCW 19.28.321.

The Certified Electrician Premium shall end if the employee moves to a classification not listed or the certificate of competency for journey level electrician (EL01) becomes invalid.

AGREED,

CITY OF BELLEVUE, WASHINGTON

By

Nathan D. McCommen
Deputy City Manager Date

Approved as to form:

[Signature]
Assistant City Attorney

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, #77 (IBEW)

By

Jonathan Finch 9/5/19
Jonathan Finch Date
Business Representative

Rex Habner 9-5-19
Rex Habner Date
Business Manager/Financial Secretary