

Agreement Between
International Association of Firefighters
Union Local #1604 - representing
Firefighters

and

City of Bellevue

January 1, 2013 thru December 31, 2015



Table of Contents

PREAMBLE.....	1
ARTICLE 1. DEFINITIONS.....	1
ARTICLE 2. RECOGNITION.....	2
ARTICLE 3. UNION MEMBERSHIP	3
ARTICLE 4. CHECK OFF	3
ARTICLE 5. NON-DISCRIMINATION.....	3
ARTICLE 6. SENIORITY	4
ARTICLE 7. REDUCTION AND RECALL.....	4
7.1. Reduction in Force.....	4
7.2. Recall from Layoff	5
ARTICLE 8. VACANCIES-PROMOTIONS	5
ARTICLE 9. MONTHLY SALARIES.....	5
ARTICLE 10. EDUCATIONAL INCENTIVE PAYAND LONGEVITY PAY	5
ARTICLE 11. OVERTIME.....	5
ARTICLE 12. HOURS OF DUTY.....	7
ARTICLE 13. SHIFT EXCHANGES	7
ARTICLE 14. MILEAGE	7
ARTICLE 15. DUTY OUT OF RANK OR PAY CLASSIFICATION	7
ARTICLE 16. HOLIDAYS	9
ARTICLE 17. VACATION LEAVE	10
ARTICLE 18. LEAVES	11
18.1 Accruals of Sick Leave.....	11
18.2 Limits on Sick Leave Accruals	11
18.3 Incentive for Non-use of Sick or Disability Leave.....	12
18.4 Cash Payment upon Retirement.....	12
18.5 Permissible Use of Sick/Disability Leave With Pay	12
18.6 Requirement for a Physician’s Certificate	12
18.7 Use of Compensated Leave When Sick Leave is Exhausted.....	12
18.8 Workers’ Compensation.....	12
18.9 Requirement for Physician’s Certificate.....	13
18.10 LEOFF I Employees	13
18.11. Funeral Leave.....	13
18.12. Emergency Leave	13

18.13. Military Leave	14
18.14 Qualifying Military Exigency Leave	14
18.15 Jury Duty Leave	14
18.16 Family Leave	14
18.17 Family Leave for Domestic Partners.....	15
18.18 LEOFF I	15
18.19 Domestic Violence Leave	15
ARTICLE 19. UNION WORK REPLACEMENT	15
ARTICLE 20. PREVAILING RIGHTS	16
ARTICLE 21. MAINTENANCE OF CREWS/HEALTH AND SAFETY COMMITTEE..	17
ARTICLE 22. UNION COMMUNICATIONS	18
ARTICLE 23. SAVINGS CLAUSE.....	18
ARTICLE 24. GRIEVANCE PROCEDURE	18
ARTICLE 25. COMMUNICATION PROCEDURE	20
ARTICLE 26. PERFORMANCE OF DUTY	20
ARTICLE 27. MEDICAL, DENTAL, LIFE, MALPRACTICE INSURANCE	21
ARTICLE 28. EMPLOYEE BENEFIT TRUST FUND	22
ARTICLE 29. MERP – MEDICAL EXPENSE REIMBURSEMENT PROGRAM.....	23
ARTICLE 30. ANNUAL FITNESS EVALUATION – FITNESS TESTING	23
ARTICLE 31. WELLNESS.....	27
ARTICLE 32. PHYSICALLY CAPABLE	28
ARTICLE 33. DRUG/ALCOHOL TESTING	30
ARTICLE 34 STATE AND FEDERAL EMERGENCY MOBILIZATION.....	35
ARTICLE 35. TERMS OF AGREEMENT.....	36
APPENDIX “A” – MONTHLY SALARIES.....	37
APPENDIX “B” – EDUCATION / LONGEVITY	42
APPENDIX “C” - MOVEMENT BETWEEN PLATOON AND NON-PLATOON DUTY	44
APPENDIX “D” – SERVICE LONGEVITY AWARDS.....	45
APPENDIX “E” – IAFF HEALTH INSURANCE PREMIUMS	46
APPENDIX “F” – HEALTH CARE COST CONTAINMENT.....	48
APPENDIX “G” – ADMINISTRATIVE CLARIFICATION.....	49
MEMORANDUM OF UNDERSTANDING.....	50
MEMORANDUM OF UNDERSTANDING – Four Platoons	51

AGREEMENT
between the
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS UNION, LOCAL #1604
and the
CITY OF BELLEVUE
2013-2015

PREAMBLE

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

ARTICLE 1. DEFINITIONS

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

- A. "Bargaining Unit" as used herein shall mean all employees employed in the Bellevue Fire Department in the rank of Firefighter, Firefighter/Engineer, Lieutenant and Captain.
- B. "Compensated Leave" means the accumulation of time off with pay, whereby a full-time employee shall receive the regular rate of compensation although he/she does not report for duty. Compensated leave shall include the following provisions: Article 16. Holidays and Article 17. Vacation Leave.
- C. "Department" means the Bellevue Fire Department.
- D. "Domestic Partner" means an individual with whom an employee shares the same regular and permanent residence, has a close personal relationship, and has agreed to be jointly responsible for basic living expenses incurred during the domestic partnership. To qualify an individual as a domestic partner, an employee must file an affidavit of domestic partnership with his or her employing unit attesting that:
 - 1. He or She is not married, and
 - 2. He or She and his or her domestic partner are 18 years of age or older
 - 3. Are not related by blood closer than would bar marriage in the State of Washington, and
 - 4. They were mentally competent to consent to contract when their domestic partnership commenced, and

- 5. They are each other's sole domestic partner, and
 - 6. Any other domestic partnership in which the employee or his or her domestic partner participated with a third party was terminated not less than 90 days prior to the date he or she files an affidavit of domestic partnership or by the date of the death of the third party whichever was earlier.
- E. "Employee" means an individual employed in the bargaining unit (as defined in Subparagraph "D" hereof) covered by this Agreement.
 - F. "Employer" means the CITY OF BELLEVUE, WASHINGTON.
 - G. "Immediate Family" for purposes of Emergency and Funeral leave means: full time employee's Parents (natural, step, adopted, foster, or an individual who stood in loco parentis to an employee when the employee was a son or daughter), Siblings, Spouse, Mother/Father-in-law, Daughters/Sons-in-law, Domestic partner, Mother/Father of domestic partner, Spouses of children of domestic partner, Children/Child (biological, adopted, step, foster, legal wards, domestic partner's child, or a child of a person standing in loco parentis), Grandparents, great-grandparents, grandchildren, and great-grandchildren.
 - H. "Immediate Family" for purposes of other leave types: For purposes of administering leave as applicable under the Washington State Family Care Act, the federal and state Family and Medical Leave Act, state and federal military leave laws, or other applicable leave laws as now or hereafter enacted or amended, the City will utilize the definitions provided in said laws. (See Article 18.17 for City's extension of FMLA like leave to same sex spouses, or domestic partners as defined in Article 1.D)
 - I. "Monthly Salary" means the monthly rate of pay so identified and set forth in Appendix "A" to this Agreement.
 - J. "Overtime" means the time worked in excess of the normally scheduled hours of duty, excluding any time worked as Union Work Replacement (UWR).
 - K. Same Sex Spouse means an individual who is married to an employee as recognized under Washington law and both the employee and spouse are the same sex.
 - L. "Seniority" means length of continuous service with the Bellevue Fire Department.
 - M. "Union" means the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS UNION, LOCAL #1604. "Working Conditions" shall be defined as those matters specifically covered by this labor agreement.

ARTICLE 2. RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative for the employees of the Department in the position of Firefighter, Firefighter/Engineer, Firefighter/Paramedic, Lieutenant and Captain. The positions of Battalion Chief and Fire Prevention Officers are covered by their respective contracts between the City and the Union.

ARTICLE 3. UNION MEMBERSHIP

The Union encourages all employees covered hereunder to become and remain members in good standing of the Union, and the Union accepts its responsibility to fairly represent all employees in the bargaining unit, regardless of membership status. Except as otherwise provided by Ch. 41.56.122 RCW, any employee covered by this agreement shall, within thirty (30) days of employment, as a condition of employment, become and remain a member of the Union and pay the initiation fee and periodic membership dues uniformly levied against all Union members or become an agency fee payer as otherwise provided by law.

ARTICLE 4. CHECK OFF

The Employer will make deductions for Union dues from the wages of each employee who desires to become a Union member and such deductions shall be remitted to the Union Treasurer. In the event the employee does not wish to become a member of the Union, he/she shall, as a condition of employment, execute a properly written authorization and such deductions in lieu thereof shall be made by the City and remitted to the designated charity.

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

ARTICLE 5. NON-DISCRIMINATION

5.1

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

5.2

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

5.3

Issues involving the interpretation or application of Sections 5.1 and 5.2 above shall be addressed by the Union or individual employees through the Department Chain of Command or Human Resources. Thereafter, any claim of unlawful discrimination must be processed by the individual employee privately through the appropriate local, state or federal agency or through the courts and shall not be subject to the grievance procedure. Employees believing they may have been discriminated against or harassed shall comply with City policies concerning notification to the City.

ARTICLE 6. SENIORITY

A full-time employee will accrue seniority from his/her most recent date of hire in the Department. The Employer shall establish and maintain an accurate seniority list. As part of the employer's duty to maintain the seniority list, the following conditions apply:

- The seniority list will be brought up-to-date at least once per calendar year.
- A copy will be posted on the bulletin board in each staffed fire station with a copy mailed to the Secretary of the Union. Any objections to the list as posted shall be reported, in writing, to the Employer within ten (10) days after posting and corrected if found to be in error.
- In case of layoff, an employee will retain his/her seniority for a period of three years, or longer at the sole discretion of the Employer, provided he/she notifies the Employer in writing of his/her desire to be recalled at intervals not to exceed six (6) months. If an employee does not notify the Employer, as specified, or does not return to duty when recalled, he/she shall be terminated. In the event one (1) or more employees are hired on the same date, seniority shall be by grade point basis.
- In the event that more than one employee is hired at a time, seniority will be based on one of the following methods:
 - For employees hired between 1969 and 1996, their seniority will be determined by the grade point received on the written Civil Service Exam.
 - For employees hired after 1996, seniority will be determined by the total grade point received following the City of Bellevue's Civil Service commission's internal evaluation process.
- In the event that an employee should take unpaid, voluntary leave of absence, his/her seniority shall discontinue its accrual for the duration of such leave for the purposes of administering Article 17, Vacation.

ARTICLE 7. REDUCTION AND RECALL

7.1. Reduction in Force

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

7.2. Recall from Layoff

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

ARTICLE 8. VACANCIES-PROMOTIONS

8.1

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

8.2

In the case of promotions, if the candidate with the highest score on the applicable Civil Service eligibility list is not appointed, that candidate shall receive a written explanation within seventy-two (72) hours after the appointment as to why another candidate was considered best qualified.

8.3

If either the City or Union want to make changes in the Current Civil Service Rules as applied to bargaining unit personnel, the party wanting to make the change may request to bargain and the other party shall bargain regarding the change.

ARTICLE 9. MONTHLY SALARIES

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

ARTICLE 10. EDUCATIONAL INCENTIVE PAY AND LONGEVITY PAY

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

ARTICLE 11. OVERTIME

11.1

In the event that a need for overtime should occur in the Department, it shall be paid at one-and-one-half (1-1/2) times the basic hourly rate of pay. Subject to prior approval of the

Department, employees entitled to overtime pay may elect to receive compensatory leave at the rate of time and one-half in lieu of monetary payment at the same rate.

11.2

An employee called in for overtime work shall be paid at least a four (4) hour minimum at the overtime rate of pay. The aforementioned 4-hour minimum shall not apply to employees

- (a) held over the one (1) hour immediately following the termination of their regular duty shift,
- (b) employees required to attend departmental meetings on their off-duty time, or
- (c) employees who elect to leave when the work is done if the time worked is less than four (4) hours. In that event, overtime pay shall be only for actual time worked, computed to the nearest quarter hour.

11.3

Probationary firefighters called in for training purposes will be paid overtime at one-and-one-half (1-1/2) times their basic rate. Employees required to attend E.M.T. training or testing off-duty to maintain certification shall be paid at the overtime pay rate for actual class time. Off-duty E.M.T. training or testing to recertify as an E.M.T. after certification has lapsed due to the election or poor performance of the employee shall not be compensated.

11.4

Employees who attend school or conferences off shift at the Chief's request will be paid the employee's straight-time hourly rate for time spent in the classroom.

Employees required to attend department meetings on their off-duty time shall be paid at the overtime rate of pay for actual time in such meetings.

11.5

Overtime shall be scheduled in accordance with the provisions of Article 200, Section 20 of the Department Operating Procedures which shall also include any subsequent revisions agreed upon by the parties:

"If no suitable employee can be secured for an overtime detail after the appropriate list(s) have been called through completely one time, the employer is free to offer the overtime detail to any suitable employee and may mandatorily assign it to one of the first three employees contacted (after the appropriate lists(s) have been called through completely one time) after giving consideration to the needs of the three employees so contacted."

Overtime list hours will be adjusted by one decimal point to the left (hours divided by 10) with fractions carried to the 100th on the first business day of January of each year. New personnel, upon successful completion of their probationary period, shall be integrated into the overtime roster with total hours of zero. There will be no other adjustments to the list.

11.6

The work days and hours of the Community Liaison Officer, Training Officer, and Assistant Training Officer and other day assignments may be varied without overtime liability provided the total hours worked in a week do not exceed forty (40).

ARTICLE 12. HOURS OF DUTY

12.1

Regularly scheduled average weekly hours of duty shall not exceed 48.18 hours (17 24-hour Kelly days), scheduled by management personnel on an annual basis. The regularly scheduled duty hours shall be scheduled for periods of twenty-four (24) consecutive hours, beginning at 0800 hours.

12.2

The regularly scheduled average weekly hours of duty for employees assigned to fire administration, fire prevention, staff services, or to training shall not exceed 40 hours. These hours will be scheduled by management personnel.

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

12.3

When employees are moved between platoon duty and non-platoon duty, accrual rates (defined elsewhere in this agreement) affecting sick leave, vacation leave and holiday hours change. The parties acknowledge that the process of reconciling the status of employees who move between platoon duty and non-platoon duty with regard to accrued sick leave, vacation leave, and holiday hours shall make use of the appropriate conversion factors as set forth in Appendix "C".

ARTICLE 13. SHIFT EXCHANGES

Employees shall have the ability to trade shifts as specified in Article 200, Section 13 of the Bellevue Fire Department Standard Operating Procedures (dated 2/14/12) which shall also include any subsequent revisions agreed upon by the parties.

ARTICLE 14. MILEAGE

In the event an employee is required to use his/her private vehicle while on a regular tour of duty for department business, he/she shall be compensated at the rate per mile established by the employer, or by the Internal Revenue Service, whichever is greater.

ARTICLE 15. DUTY OUT OF RANK OR PAY CLASSIFICATION

15.1

An employee specifically assigned to duty in a higher ranking position than that which he/she is regularly assigned or to any pay classification with a higher job classification pay rate than that to which he/she is regularly assigned (e.g., paramedics assigned as Medical Services

Officer) shall be paid acting pay for such time actually working in that rank or pay classification. Such pay shall be calculated and paid semi-monthly in accordance with the regular payroll practices of the Employer.

An acting captain is normally designated and assigned when the regular Captain is gone on sick leave, disability leave, or unpaid leave for more than six (6) shifts.

15.1.1 Captains Acting as Platoon Battalion Chiefs

Captains normally assigned to shift work who are assigned to act as a shift Battalion Chief [working 24-hour shifts] shall be compensated at 110% of their current pay rate during the period for which they are so assigned.

15.1.2 Captains Acting as the Training Commander or EMS Commander:

Captains normally assigned to an Administrative position who are assigned as the Training or EMS Commander(s) shall be compensated an additional 5% of their top step pay rate during the period for which they are so assigned.

Captains normally assigned to shift work who are assigned as the Training or EMS Commander(s) shall be compensated an additional 15% of their current pay rate during the period for which they are so assigned.

When the Training or EMS Commander is anticipated to be absent for more than four (4) consecutive days an Acting Battalion Commander is normally designated and assigned.

15.1.3 Lieutenants Acting as Captains

Lieutenants assigned to act as Captain shall be compensated at 110% of their current pay rate during the period for which they are so assigned.

15.1.4 Firefighters, Engineers and Paramedics Acting as Lieutenants

Firefighters, Firefighter/Engineers, and Firefighter/Paramedics assigned as Acting Lieutenants shall be compensated at one of the two following levels:

15.1.4.1 Firefighters under 2160 total hours of Acting Lieutenant experience will be compensated at 108.10% (Probationary Lieutenant step) of top step firefighter pay rate during the period for which they are so assigned.

15.1.4.2 Firefighters at or over 2160 total hours of Acting Lieutenant experience will be compensated at 115% (Lieutenant step) of top step firefighter pay rate during the period for which they are so assigned.

15.1.4.3 Firefighters under 2160 total hours of Acting experience who are assigned Acting Lieutenant MSO will be compensated at Probationary MSO step during the period for which they are so assigned.

15.1.4.4 Firefighters at or over 2160 total hours of Acting experience who are assigned Acting Lieutenant MSO will be compensated at full MSO step during the period for which they are so assigned.

- 15.1.4.5 For purposes of tracking hours, January 1, 2000 (the start of Telestaff) will be used to calculate total hours of Acting Lieutenant time.
- 15.1.4.6 Should a member certified as an Acting Lieutenant promote to the position of Lieutenant, their total hours (assigned as both an Acting Lieutenant and as Lieutenant) will be the determining factor in moving from the Probationary Lieutenant's pay to full Lieutenant's pay. When the individual reaches 2160 total hours of Acting Lieutenant and Lieutenant experience, the member will be paid at the top Lieutenant step.

Total hours of Acting Lieutenant and Lieutenant experience are not applicable to the one year probationary period that newly promoted Lieutenants currently serve. It applies to pay grade only.

15.1.5 Firefighters Acting as Engineers

Firefighters assigned as engineers shall be compensated at 105% of their current step pay rate during the period of which they are so assigned.

15.1.6 Firefighters Acting as Staff Assistants

Firefighters assigned as Acting Staff Assistants shall be compensated at 106% of their current pay rate during the period of which they are so assigned.

15.1.7 Bargaining Unit Personnel Working in Other Administrative Assignments

Bargaining unit personnel working in other administrative assignments (excluding "modified duty" assignments) shall be compensated at 110% of their current pay rate for assignments that exceed thirty (30) calendar days.

ARTICLE 16. HOLIDAYS

Subject to the optional provisions provided herein, all full-time employees performing 24-hour duty periods shall receive five 24-hour shifts off in lieu of paid holidays. All full-time employees performing 8-hour duty periods shall receive holidays in accordance with Bellevue City Ordinance. Employees may exercise their option to receive compensation in lieu of holiday leave up to the maximum as follows:

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

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

Time off in lieu of holidays shall be scheduled at a time the employer finds most suitable after considering the wishes of the employee and the requirements of the Department.

In the event an employee works the Fourth of July, Thanksgiving or Christmas, he/she shall be paid time and one-half his/her straight time hourly rate for each hour worked on the holiday (each holiday defined as a 24-hour period extending from midnight to midnight). This pay is an additional half-time pay over his/her regular straight time rate of pay.

ARTICLE 17. VACATION LEAVE

17.1

Each full-time employee shall individually accrue a vacation on the following basis, which varies with the number of years of continuous service completed by each employee with the Department.

<u>Years of Continuous Service</u>	<u>Vacation Shifts</u>	<u>Hours per Calendar Month of Service</u>
0 through end of 4 years	5	10
5 through the end of 9 years	7	14
10 through the end of 14 years	9	18
15 through the end of 19 years	10	20
20 years or more	11	22

17.2

Personnel working a 40-hour workweek shall individually accrue vacation on the following basis, which varies with the number of years of continuous service completed by each employee with the Department:

<u>Years of Continuous Service</u>	<u>8-Hour Days</u>	<u>Hours per Calendar Month of Service</u>
0 through end of 4 years	12	8
5 through the end of 9 years	18	12
10 through the end of 14 years	24	16
15 through the end of 19 years	27	18
20 years or more	30	20

17.3

- A. The term “Years of Continuous Service” as used in this article shall not mean calendar year, but shall mean twelve (12) consecutive calendar months of service which has been completed.
- B. A vacation cannot be taken during the first calendar year of service.

- C. Vacations will be scheduled at such times as the Employer finds most suitable after considering the wishes of the employee and the requirements of the Department.
- D. The most recent date of employment shall be used in the computation of years of continuous service time. No vacation time shall accrue for service time during a fraction of a month, which is insufficient to constitute a calendar month of service.
- E. Vacations may not be accumulated from year to year, except as provided in this Section. Vacation balances on December 31 shall determine the number of vacation shifts for the following year. No partial shifts (less than 24 hours) will be scheduled. All accrued vacation hours not utilized shall carryover to the next calendar year (limited to 304 hours). An employee who does not use his/her accrued vacation during the twelve (12) calendar month period immediately following the completion of the year of continuous service in which the vacation was accrued, shall waive any hours in excess of 304 hours of accrued vacation; except as provided in City Ordinance. An employee cannot, as a matter of right, waive his/her vacation and draw vacation pay in addition to pay while on duty.
- F. An employee who quits, retires, dies or is terminated will receive regular compensation for any accrued vacation, which has not been used. Accrued vacation pay and/or termination pay of a deceased employee will be paid to the same individual to whom is paid his/her accrued wages.

ARTICLE 18. LEAVES

18.1 Accruals of Sick Leave

It is agreed that uniformed employees hired on or after October 1, 1977, and covered by LEOFF II shall receive sick leave accruals as follows:

Employees who work twenty-four (24) hour shifts shall accrue sick leave at the rate of twelve (12) hours of leave per completed calendar month of on-the-job duty or approved credit for eight full shifts of work. Other employees shall accrue sick leave at the rate of eight (8) hours of leave per completed calendar month of on-the-job duty.

Sick leave time shall not vest, or be available to any employee until he/she has worked for the City a minimum of three (3) calendar months.

It is agreed, however, that during the first twelve months of employment, the employee may take up to a total of six (6) shifts off with pay for illness or injury; provided that he/she agrees in writing to pay back the time to the City within a twelve-month period following the 90th day of employment.

18.2 Limits on Sick Leave Accruals

Sick leave for eligible employees accumulates from the most recent date of regular employment with the City until claimed and used to a maximum balance of one thousand four hundred and forty hours (1,440).

An employee who is reinstated as a regular employee following layoff will be entitled to reinstatement of his/her earned and accrued sick leave credit as of the effective date of the layoff.

18.3 Incentive for Non-use of Sick or Disability Leave

In the event a regular full-time employee does not use more than sixteen (16) hours of sick or disability leave or twenty-four (24) hours for a twenty-four (24) hour shift employee from January through December, the employee will be entitled to a cash incentive of \$100 for the period.

18.4 Cash Payment upon Retirement

Upon retirement, LEOFF II employees shall be entitled to receive a cash payment equal to ten (10) percent of his/her current total of unused accrued sick leave hours multiplied by the employee's current hourly rate.

18.5 Permissible Use of Sick/Disability Leave With Pay

Sick/disability leave pay will be limited to the following situations: injury or illness of an employee constituting a hazard to his/her own safety and health or that of other employees; medical or dental care or treatment for the employee; or quarantine of the employee due to exposure to contagious disease; or, in the case of LEOFF II employees, care for a child (natural, step or foster) of the employee under the age of eighteen who has a health condition which requires treatment or supervision.

Employees on twenty-four (24) hour shifts shall generally strive to schedule appointments with medical and dental care providers, when possible, during non-duty hours.

Sick/disability leave is permitted only when the employee, or someone on the employee's behalf has notified the employee's supervisor within a reasonable time of the employee's scheduled starting time as defined by the employee's department work rules.

18.6 Requirement for a Physician's Certificate

To insure the health, welfare and safety of the employee and fellow employees, the City may require a physician's certificate indicating approval for the employee to return to work for absences of personal illness or injury.

Nothing herein shall undermine the right of the City to require an employee to show valid and satisfactory proof of illness or injury any time sick or disability leave is used. Misrepresentation of any material facts in connection with paid sick or disability leave by any employee will constitute grounds for disciplinary action up to and including discharge.

18.7 Use of Compensated Leave When Sick Leave is Exhausted

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

18.8 Workers' Compensation

In any case where an employee is entitled to benefits under the State Workers' Compensation Act as it is now defined providing payments to injured or disabled workers, the City shall pay only the difference between the benefits received by such employee and

his/her regular rate of compensation that he/she would have received had he/she been able to work. The foregoing payment by the City shall be limited to the period of time that such employee has accumulated sick leave credits as specified in Section 1 and Section 2 herein above, except as otherwise provided by law.

18.9 Requirement for Physician's Certificate

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

18.10 LEOFF I Employees

The provisions for sick leave benefits outlined in Sections 1, 2, 4, 7, and 8 above will not apply to any member of the Washington Law Enforcement and Firefighters Retirement system who established membership in that system on or before September 30, 1977 unless specifically otherwise provided.

18.11. Funeral Leave

A full-time employee who has a member of his/her immediate family taken by death may request and be granted up to twenty-four (24) duty hours off without loss of pay. When additional time is necessary to travel to attend the funeral, an additional twenty-four (24) duty hours off may be granted without loss of pay. Immediate family shall be defined in Article 1 – Definitions.

18.12. Emergency Leave

Should a serious illness, injury, or significant family emergency occur in the employee's immediate family requiring his/her presence, the employee may be granted leave without loss of pay, provided 1) requests for such leave shall be made at least twenty-four (24) hours in advance, except in the case of a sudden emergency; 2) such leave is approved by the department head, or his/her designee; 3) such leave does not exceed seventy-two (72) hours; and 4) the employee shall provide a timely written authorization to the Employer upon return to work from said emergency leave that such time off taken as emergency leave shall be charged to the employee's compensated leave balance and the employees scheduled time off will be modified accordingly in that calendar year, whenever possible. It is the intent of this provision that the cost to the City of the time off for family emergency will be no greater than if the emergency had not occurred. Such emergency leave will not be unreasonably withheld.

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

18.13. Military Leave

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

An employee assigned to 24 shift scheduling may access up to 10.5 24-hour shifts per year, or as required under RCW 38.40.060, or RCW 73.16.031-061 or as otherwise may be required by applicable state or federal regulations – whichever is greater.

Further, an employee who is required to be on active military duty shall receive from the City, commencing on the first day the employee reports for active duty and continuing for one year thereafter (or until the employee's discharge from active duty, whichever occurs first) dependent medical, dental and vision benefits if the dependents were covered as of the last day of service rendered to the City prior to reporting for active duty. The premiums for such dependent benefits shall be according to Appendix E.

18.14 Qualifying Military Exigency Leave

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

18.15 Jury Duty Leave

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

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

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

18.16 Family Leave

Family Leave, including maternity/paternity leave, shall be available to the employee as presently required by state and/or federal law and City of Bellevue policy. The reference to "City Policy" in Article 18.5 shall only mean:

- a) Family and Medical Leave runs concurrently with other qualifying leaves (e.g. worker's compensation leave) for the same injury or illness; and
- b) LEOFF 2 firefighters may use up to 72 hours of accrued sick leave for a newborn or adopted child. Said sick leave to care for a newborn or adopted child shall be used within 30 days of its birth or adoption.
- c) An employee who anticipates the need for paid or unpaid maternity/paternity leave is required to notify his/her supervisor at least 30 days prior to the expected start of the leave so that necessary planning can occur.

18.17 Family Leave for Domestic Partners

The Federal Family Medical Leave Act does not cover an employee's same sex spouse, domestic partner or the children of a same sex spouse or domestic partner. However, the City will provide employees with a same sex spouse or domestic partner FMLA-like leave according to HRPPM 10.17.1.1 (as amended to include same sex spouses).

18.18 LEOFF I

LEOFF I members shall be credited with a bank of 120 hours of paid leave for Washington State Family Care Act Purposes. Said bank may be used in the same manner as used by other bargaining unit members for the Family Care Act. Thereafter, 96 hours of Family Care Act Leave will be added annually which will be cumulative from year to year, up to a maximum bank of two hundred eighty-eight (288) hours and will have no cash value if not used or upon separation from employment.

18.19 Domestic Violence Leave

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

ARTICLE 19. UNION WORK REPLACEMENT

19.1

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

- a) Members notify the Employer at least twenty-four (24) hours prior to the time off period.
- b) Members, on behalf of the Union, provide an acceptable replacement to the Chief or his/her designee so that the Employer is able to properly staff the Department during the time off period.
- c) The wage cost to the Employer is no greater than the cost that would have been incurred had the Union official not taken time off.
- d) When the Union is unable to obtain an officer for Union Work Replacement (UWR) then the officer count restriction will be relaxed to allow the Union to provide a qualified replacement for a period not to exceed ten (10) hours with the approval of the Battalion Commander.

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

19.2

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

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

19.3

The President of the Union, or his/her designee, will provide a list of required representative(s) as needed. Members participating in the above listed events who are not on duty, or not scheduled to work, shall participate as representatives of the Union, on Union time, and at the expense of the Union.

19.4

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

ARTICLE 20. PREVAILING RIGHTS¹

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

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

- A. To discipline, suspend, demote, discharge employees for just cause. In cases which warrant a formal investigation by the department, the Union and Administration may choose to conduct a joint investigation. In an effort to expedite the process, the Union representative may be temporarily assigned to administrative duty for the duration of the investigation.
- B. To recruit, hire, promote, transfer, assign, and retain employees.

¹ Pending Resolution of ULP Litigation

- C. To lay off employees for lack of work or funds or other legitimate reasons.
- D. To determine number of personnel (e.g., total per shift and per equipment), the methods and equipment for operations of the department.
- E. To fill vacancies subject to Civil Service Rules and Regulations.
- F. To appoint employees to positions within the bargaining unit.
- G. To assign work and overtime.
- H. To classify jobs.
- I. To determine the duties to be performed by employees in classifications included in the bargaining unit.
- J. To determine shift business hours.
- K. To determine the length of shifts, starting and quitting times.
- L. To schedule work.
- M. To direct employees.
- N. To discontinue work that would be wasteful or unproductive.
- O. To make and modify rules and regulations for the operation of the department and conduct of its employees.
- P. To determine physical, mental, and performance standards.
- Q. To control Fire Department budget.
- R. To take any action necessary in event of emergency.

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

ARTICLE 21. MAINTENANCE OF CREWS/HEALTH AND SAFETY COMMITTEE

21.1 Employer-Union Safety Committee

This article creates an Employer-Union Safety Committee composed of three representatives appointed by the Employer and three representatives appointed by the Union. The Committee shall meet at least once each calendar quarter or more often as agreed upon by the Committee to discuss matters concerning health and safety and to make recommendations, where possible and appropriate, to the Chief regarding such related issues.

21.2 Maintenance of Crews

The Employer shall generally strive to maintain the individual crews at their authorized strength at all times.

ARTICLE 22. UNION COMMUNICATIONS

22.1 Union Bulletin Boards

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

22.2 Union E-Mail Communications

The Employer agrees to allow Union Executive Board members access to the Employer's email system for official meeting and election notices or other official Union E-mail communications approved in advance by Fire Administration. Any other business of the Union will not be conducted via the City's E-mail system.

22.2.1

The Union understands any use of the City's technology resources, including the E-mail system, is subject to the City Technology Usage Resource Policy including but not limited to the policy that there is no right to privacy in the use of the City's technology resources and that the City's E-mail system is subject to public disclosure and will ensure all applicable laws following such technologies are followed diligently.

ARTICLE 23. SAVINGS CLAUSE

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

ARTICLE 24. GRIEVANCE PROCEDURE

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

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

Step 1

The Union or an employee shall present a grievance to the employee's supervisor, who shall give his/her oral answer within ten (10) business days after it is presented to him; provided, however, that if a grievance is filed by an employee without assistance of the Union, the Union shall be given notice of the grievance and an opportunity to be present at any adjustment of the grievance.

Step 2

If the grievance is not settled in Step 1, it shall be referred in writing to the Fire Chief within ten (10) business days after the designated supervisor's answer in Step 1 and shall be signed by the employee or the Union representative. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the agreement allegedly violated and the relief requested. The Fire Chief, or his/her representative, shall discuss the grievance within ten (10) business days with the Union representative at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Fire Chief and the Union. If no settlement is reached, the Fire Chief, or his/her representative, shall give the Department's written answer to the Union within ten (10) business days following their meeting.

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

Step 3

If the employee or the Union is not satisfied with the solution by the Fire Chief, the grievance, in writing, together with all other pertinent materials, may be presented to the City Manager by a Union representative within ten (10) business days of the Fire Chief's decision. The City Manager shall attempt to resolve the grievance within ten (10) business days after it has been presented to him.

Step 4

If the grievance is not resolved by the City Manager to the satisfaction of the Union, the grievance may, within ten (10) business days, be referred to an arbiter by the Union to be selected by mutual agreement of the Employer and Union.

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

After flipping a coin to determine which party goes first, the representatives of the Employer and the Union shall alternately eliminate the name of one person on the list until only one name remains. The person whose name was not eliminated shall be the arbiter. It shall be the function of the arbiter to hold a hearing at which the parties may submit their cases concerning the grievance. The arbiter shall render his/her decision based on the interpretation and application of the provisions of this Agreement within fifteen (15) business days after such hearing. The decision shall be final and binding upon the parties to the grievance provided the decision does not involve action by the Employer which is beyond the arbitrator's jurisdiction. Each party hereto will pay the expenses of their own representatives

and the expenses of the arbiter will be borne equally by the parties hereto. In the event one of the parties involved is unavailable, the time period specified shall be extended accordingly. Neither the arbiter nor any other person or persons involved in the grievance procedure shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.

It is specifically understood that any matters not included in this Agreement, including statutory provisions, shall not be considered grievances and subject to the grievance procedure as set forth above.

ARTICLE 25. COMMUNICATION PROCEDURE

This article creates a communication procedure for the purpose of mutual planning and initiating discussions regarding matters of general concern to employees of the department as opposed to grievances. It is understood that any matter which has been made the subject of a formal grievance under the terms of the labor agreement shall be excluded from consideration by the labor-management committee under this procedure. It is further understood that the work of the parties under the communication procedure shall in no way add to, subtract from, alter or amend the labor agreement. Either the Union or the City may initiate discussion on subjects of a general nature affecting the employees of the Fire Department. The coordinators of the communication procedure will be the President of the Union and the Fire Chief, or their designees. A meeting of representatives of the City and Union may be requested by either of the coordinators and they shall schedule such a meeting at a mutually agreeable time and place; provided that, during the term of this agreement, meetings shall normally be scheduled on a quarterly basis. A proposed agenda shall be prepared jointly by the coordinators and distributed prior to each meeting. If mutually agreed, minutes shall be kept of the meetings and a copy submitted to each of the coordinators. Significant changes in the rights, privileges and working conditions of employees which have a direct effect upon public interest and personnel safety of departmental employees, but which are not included in this agreement, shall be appropriate items for discussion, consultation and bargaining (when required by RCW 41.56) prior to the implementation of such change.

ARTICLE 26. PERFORMANCE OF DUTY

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

ARTICLE 27. MEDICAL, DENTAL, LIFE, MALPRACTICE INSURANCE

27.1 Medical Coverage

27.1.1 For the term of this Agreement, it is agreed that the City will pay 100% of the premium for employee health insurance, regardless of the City health plan selected by the employee. It is further agreed that if an employee selects family coverage, the City will contribute a dollar amount equal to up to 90% of the cost of that category of family coverage (i.e., Spouse, Spouse + Child(ren), Child(ren)) based on the managed care or City health plan rate for that category selected by the employee. The employee shall pay any premiums in excess of 90% of the above premiums attributable to dependent health insurance coverage. Such payment shall be made through payroll deduction.

The City's contributions and the employee's contributions, respectively, for Options 1, 2, and 3 will be as set forth in the Table attached as Appendix E to this agreement.

27.1.2 The City shall retain the right to select carriers or to self-fund this benefit.

27.1.3 The City may continue to take reasonable steps toward containing health plan premium costs and managing the costs of the health care benefit during the term of this Agreement consistent with the City's stated goals of:

- i. Provide effective, quality health care for employees and their families; provide protection from catastrophic illness.
- ii. Manage health plan benefits so they are affordable for both employees and the City.

27.1.4 While the City retains the right to select insurance carriers or self-fund this benefit, and retains the right to implement programs to manage premium costs, it is understood that changes in carriers or in the nature of any of the health plans will only be made in the event that:

- i. The Union is given reasonable prior notification;
- ii. Change(s) to be implemented are reasonably likely to contain increased health care and health premium costs, if possible, without substantially reducing the benefits coverage; and
- iii. The Union has been given the invitation to bargain regarding City, State or Federal initiated changes after December 31, 1999, upon request and nothing herein shall constitute a waiver of the Union's bargaining rights.

It is further agreed that whenever the City convenes an employee focus group to review, discuss or recommend health plan design or health cost management strategies, the Union will be invited to send members to participate, and the Union will make reasonable attempts to see that at least one member does participate.

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

27.1.6 Plan Design: For Plan Year 2013-2015, the existing Plans shall remain in effect.

27.2 Dental Coverage

The City shall pay 100% of the employee rate. The City's contribution toward the rate(s) attributable to dependents shall be 80% and the employee's contribution shall be 20% . Such employee contributions shall be made through payroll deduction. The City shall retain the right to select insurance carriers or to self-fund this benefit and to make changes to benefits as provided in Section A, sub-section (4) above. Employees may obtain dependent dental only coverage. The Union retains the right to bargain regarding City, State or Federal initiated changes after December 31, 1999, upon request and nothing herein shall constitute a waiver of that right.

27.3 Plan Year

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

27.4 Life Insurance

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

27.5 Malpractice Insurance

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

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

The obligations of the City under this Article shall not apply to any dishonest, fraudulent, criminal or malicious act of any employee. As express conditions of the City's obligations under this Article, the employee shall cooperate fully with the City in the defense of any such claim or suit, and the City shall have the sole and exclusive right to compromise, settle, dispose of or litigate any such claim, and shall have no obligation under this Article to pay the amount of any settlement, compromise or judgment entered into or allowed by the employee without the City's prior written consent.

ARTICLE 28. EMPLOYEE BENEFIT TRUST FUND

As part of the total compensation for employees the City shall amend the City's Employees' Retirement Benefit Plan and Employees' Survivor and Disability Benefit Plan Agreements, effective October 1, 1984, to include and to make all members of the bargaining unit represented by IAFF Local #1604 eligible to participate in those Plans from and after that date. Participation in those Plans by the members of IAFF Local #1604 shall be on the identical basis as, and shall be subject to all of the terms and conditions that now are or hereafter may be applicable to, all other City of Bellevue employees. From and after October 1, 1984, the terms of the City's Employees' Retirement Benefit Plan and Employees' Survivor and Disability Benefit Plan Agreements shall continue to be determined solely by the Plan Committee rather than through collective bargaining agreements negotiated by the parties.

The provisions of this article shall not be subject to the provisions of Article 24 – Grievance Procedure of this agreement.

ARTICLE 29. MERP – MEDICAL EXPENSE REIMBURSEMENT PROGRAM

29.1

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

29.2

The contribution rate shall be deducted from the employee's paycheck on a pre-tax basis at a monthly rate established by the Union for this bargaining unit. The Union shall have the option to adjust the contribution rate every December for a January 1 adjustment.

29.3

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

29.4

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

ARTICLE 30. ANNUAL FITNESS EVALUATION – FITNESS TESTING

This constitutes the agreement between the International Association of Fire Fighters, Local 1604 ("Union") and the Fire Administration of the City of Bellevue ("City") regarding the Fire Department's Annual Fitness Evaluation and the availability/eligibility of, and qualifiers for, the Wellness Physical. For the purposes of this Article , the term "parties" refers to the Union and the City.

1. The parties agree that an annual cardio sub-maximal fitness exam ("CSFE") for all members subject to Operations shall be mandatory.
2. The parties agree that the standards required for the CSFE shall be consistent with the IAFF/IAFC Fitness Initiative as it pertains to metabolic output standards. Currently, the minimum metabolic output standard is 39.55 ml/kg. The parties will confer should the IAFF/IAFC change or cause to be changed the Metabolic Output Standards.
3. The parties agree that failing to pass the objective metabolic output standards during the CSFE will subject a member to the procedures and standards outlined in the attached Corrective Action Matrix.

4. The parties agree that the City will give notice and an opportunity to bargain prior to the City making changes to the cardio fitness protocols or standards, or to the rights, privileges, or benefits established by this Article as required by law.
5. The parties agree that the CSFE established by this MOU will be administered by representatives from the Fire Training Division (TRAINING) and by Peer Fitness Trainers (PFTs) that are selected from amongst Fire Department personnel.
6. The parties agree that TRAINING and the Personal Fitness Trainers (PFTs) will administer the annual AFE. Both TRAINING representatives and PFTs shall be considered equal in authority for the purposes of administering the CSFE and will be available to test non-shift-work personnel and members returning to duty from disability consistent with required TRAINING re-entry.
7. At the election of any member, the parties agree that such member shall be granted an exemption from the CSFE for the year he or she participates in the Wellness Physical program and, in so doing, is also able to provide documentation that he or she was able to successfully reach the metabolic output standards identified in Paragraph 3 of this Article . In order to obtain such exemption, the member must provide a copy of the [standardized form setting forth the required metabolic output standards] signed by an authorized representative of the Wellness Physical program. The member shall not be required to provide or waive access to any other documents, medical information, or medical records that are otherwise created under the Wellness Physical program.
8. The parties agree that members who participate in the Wellness Physical may receive, at the discretion of the administering physician, a written target heart rate to be utilized in the Department's CSFE that is more tailored to the individual and in excess of the target heart rate for that individual as derived by the accepted target heart rate formula normally used under the CSFE. This target heart rate is to be used in the member's CSFE during years that the member is not eligible for a Wellness Physical. However, the target heart established during participation in a Wellness Physical must be renewed each year that a member becomes eligible to participate in another Wellness Physical. Target heart rates that were established during Wellness Physicals that predate a new eligibility year may not be used in years subsequent to such new eligibility.
9. As a substitute for meeting the CSFE standards established by this MOU, the parties agree that a member may, at any time (including while being subjected to the procedures set forth in the Corrective Action Matrix), provide documentation from a physician of the member's choice that he or she is able to successfully reach the metabolic output standards identified in Paragraph 3 of this Article. In order to obtain such exemption, the member must provide a copy of the [standardized form setting forth the required metabolic output standards] signed by the physician chosen by the member. The member shall not be required to provide or waive access to any other documents, medical information, or medical records that are otherwise created by or available to the member's physician.
10. The parties agree to the content of the Annual Fitness Assessment form and to the [standardized form setting forth the required metabolic output standards].
11. The parties agree that each member, unless exempted per this Article , shall complete all the components on the Annual Fitness Assessment..
12. The parties agree that the strength and tower walk components of the Annual Fitness Assessment shall not be treated strictly as "pass/fail" and shall therefore not be used as a

basis to subject a member to the Corrective Action Matrix established by this MOU. In addition, the parties agree that assessment of performance under these components of the Annual Fitness Assessment shall take into consideration that there may be transient or temporary non-debilitating conditions that may not represent a liability to a member, a crew, or the Department but that otherwise affect performance under these components. Participation in these components of the Annual Fitness Assessment shall continue to be non-punitive. However, the Department retains the authority to address this circumstance by requiring an evaluation of the member by a health care professional

13. The parties agree that each annual CSFE cycle shall be addressed in the Corrective Action Matrix as a singular event and that previous discipline from past fitness evaluations shall not be considered in any subsequent CSFE cycle.
14. Nothing in this Article or the Corrective Action Matrix shall be construed to have waived a member's "just cause" rights under the collective bargaining agreement, and the terms of this MOU and Corrective Action Matrix shall be enforced pursuant to the grievance procedure in the parties' current collective bargaining agreement.
15. In the event a member either passes or fails the annual CSFE, but is observed to be in physical distress a decision to send the member for a fitness for duty evaluation shall include a discussion between representatives of Fire Administration, Local 1604 and the member. The member shall be on paid administrative leave pending the results of said fitness for duty evaluation, and the member would remain outside of the corrective action matrix. This provision does not change the Department's authority under Article 1000, Section 11 of the Standard Operating Procedures regarding sending a member for a fitness for duty evaluation unrelated to a CSFE.

CORRECTIVE ACTION MATRIX

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

First Failure:

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

Second Failure:

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

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

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

Third Failure:

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

Fourth Failure:

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

Fifth Failure:

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

Sixth Failure:

If the member fails the CSFE again due solely to fitness, he or she shall receive a notice of intent to terminate, and shall be terminated,

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

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

ARTICLE 31. WELLNESS

31.1 Wellness

A Joint health and Wellness Committee (JHWC) will be established. The JHWC will meet quarterly on Wellness, or more frequently as needed.

The JHWC will be comprised of four members (two appointed by Fire Administration and two appointed by the Union's Executive Board).

The goal for the funding of a joint City-Union investment in funds and resources is to increase firefighter wellness to reduce illnesses, risk of sudden death, decrease occupational injuries, reduce time loss, increase workforce health, employee morale and public safety.

31.2 Employer Support

The Employer will invest and budget in the Wellness Program over the term of the contract, subject to budgetary considerations.

Use of allocated funds will be decided by the JHWC and shall include but not be limited to the following as prioritized by the JHWC.

- To funding of a physical exam for each bargaining unit member over the contract term

- To provide selected educational resources (e.g. wellness/fitness, classroom materials, successful fire department models, wellness/fitness video library)
- To provide Peer Fitness trainer support

31.3 Union Support

The Union agrees to pay for tuition and travel expenses for JHWC committee approved by Peer Fitness trainers to selected conferences/training classes/seminars. The Department agrees to provide work coverage for members attending such conferences/training class/seminars. Time spent attending the selected conferences/training classes/seminars will not be viewed as compensable time, if the conferences/training classes/seminars occur outside their normally assigned shift.

To reduce the cost associated with mandatory participation, the Union and its members will not claim that time spent completing physical examinations associated with the Wellness Exam is compensable time under the terms of the Agreement, if the Wellness Exam is conducted outside of their normally assigned shift..

During September-October each year, the JHWC will secure written documentation for the money spent, as to any monetary savings to the Department (e.g. by reduced incidence of occupational injury, time loss, absence due to illness, etc.). The goal of such documentation is to demonstrate and/or justify the savings associated with the Wellness Program for the City.

If such documentation is not provided or is not sufficient, the Wellness Program may be modified or suspended by the Employer and shall not be subject to the grievance procedure.

31.4. Funding

To achieve the above goals, both parties agree that a long term commitment to the Wellness Program will enable collection of better data, and achievement of more success in justifying the above funding and the need for additional funding.

31.5 Program Requirement

Member participation shall be mandatory, however non-punitive, for all LEOFF personnel.

ARTICLE 32. PHYSICALLY CAPABLE

32.1

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

32.2

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

32.3

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

32.4

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

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

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

32.5

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

32.6

The member is responsible for all costs associated with consulting his/her treating physician under their normal claims experience. The City is responsible for all further costs initiated by the City and associated with evaluating the member's ability to perform essential job functions and/or any other applicable law that involves direct costs for services associated with such evaluations, screenings and examinations.

ARTICLE 33. DRUG/ALCOHOL TESTING

The drug/alcohol policy agreed upon by the parties and applicable to all employees covered by this Agreement shall be included in Article 31 of this Agreement.

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

33.1 Application

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

33.2 Statement of Purpose

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

33.3 Prohibited Substances

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

- a. alcohol
- b. cannabis/marijuana
- c. cocaine
- d. heroin
- e. opium or opiates
- f. phencyclidine (PCP)
- g. lysergic acid diethylamide (LSD)
- h. barbiturates
- l. amphetamines or methamphetamines
- 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 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

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

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

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

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

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

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

33.4 Procedure

1. **Voluntary Assistance:** Employees experiencing problems with drug or alcohol addiction are encouraged to seek assistance on their own. Such assistance is available through the City's employee assistance program through Wellspring E.A.P. Participation in a voluntary rehabilitation program will be viewed positively. Because the City and the Union encourage voluntary participation in a rehabilitation program, such voluntary participation shall not be grounds for disciplinary action in any form. However, such participation will not relieve the employee of his or her responsibilities to perform assigned duties or meet the provisions of this policy. The City may, however, require standard medical verification of the employee's ability to safely perform the job duties.
2. **Medications:** It is the responsibility of an employee using medications, both prescription and non-prescription, to review cautionary warnings for potential side effects. If the cautionary warning states a potential side effect that would interfere with the employee's duties, the employee shall inquire of the issuing medical authority as to the potential impact of the drug to impair his/her ability to work safely and effectively. An employee shall inform his/her supervisor of such circumstances if there is reasonable cause to believe there will be impairment and the supervisor shall make a recommendation to the on-duty Battalion Chief as to whether to continue the employee's present assignment, temporarily reassign the employee, or relieve the employee from duty under sick/disability leave until such time as the detrimental effects of the medication no longer exist, and the Battalion Chief shall make this determination.
3. **Involuntary Intervention:** In the event there is reasonable cause to believe that an employee's job performance is impaired by drugs or alcohol, a supervisor and/or another trained bargaining unit employee shall observe the employee's behavior and document the behavior on the Impaired Behavior Report form. A second supervisory employee shall also observe the employee to verify that there is reasonable cause to believe that drug or alcohol may be involved. If there is no second supervisory employee available to make this observation, the primary supervisor may proceed with the procedure as outlined herein. The suspected employee may request the presence of another employee or Union representative of his/her choice during any drug testing procedures.

Reasonable cause is defined as specific observations concerning such circumstances as work performance, appearance, behavior, or speech of the employee, or as being involved in an accident which results in serious physical injury that requires the filing of a report, or significant property damage. Indications of impaired behavior may include but are not limited to the following:

staggering or irregular gait, the odor of alcohol on the breath, slurred speech, dilated or constricted pupils, inattentiveness, listlessness, hyperactivity, performance problems, illogical speech and thought process, poor judgment, or unusual or abnormal behavior.

4. If there is reasonable cause to believe that drug or alcohol use is involved the supervisor or appropriate manager shall have a drug/alcohol test administered. The City may also have the employee undergo a medical evaluation at City expense at the time the drug or alcohol test is administered. The test must be conducted as soon as possible after the observation of the suspected impaired behavior. Failure of an employee to take the tests may result in the employee's termination, pursuant to just cause. Employees who believe that they are not

impaired by any substance prohibited by this policy may, at City expense, request a name-clearing test after suspicion has been brought to their attention.

5. If a drug test has been undertaken, the employee shall be relieved of his/her duties and placed on administrative leave with pay status until a clear determination can be made as to the status of drug or alcohol use. If the test is negative, the employee may be counseled by a physician and returned to work if appropriate to the medical diagnosis. In such cases there shall be no loss of pay or benefits and the employee shall be fully cleared of any such charges. All references to the drug test shall be purged from the employee's file. A signed physician's release may be required by the City, at the City's discretion, before the employee is returned to work. Time lost due to an illness will be charged to sick leave or disability leave as appropriate.
6. If the test is positive, the employee may be terminated depending upon the circumstances surrounding the situation. Circumstances that may be grounds for an immediate termination include, but are not limited to, incidents where the employee's impairment resulted in loss of life, serious injury to self or others, the serious loss or damage of property or an incident of similar magnitude.
7. In cases where immediate termination is not warranted, the employee may be subject to other disciplinary action but is entitled to sick/disability and other paid leave benefits as provided by law and/or the labor agreement. The employee shall be evaluated by a licensed drug/alcohol evaluator agreed upon by the City and the Union. Where appropriate, the employee shall be referred to a rehabilitation program. Participation by the employee in the approved treatment program is mandatory if required by the drug/alcohol evaluator and the City. Refusal to participate in such a prescribed rehabilitation program shall be grounds for disciplinary action, up to and including termination. The nature of the rehabilitation program and conditions of return to work shall be determined by the licensed drug/alcohol evaluator subject to City safety concerns.
8. Once the intensive part of the rehabilitation program has been completed, the employee may return to work but only with a written release from a physician or qualified mental health professional certifying that the employee can safely perform all duties. Where it is prescribed by the treating physician and/or a treatment program, random drug testing may be included as a part of that treatment program. An employee who is returned to work as provided for under this procedure who fails to comply with any of the terms of an agreed upon treatment and/or return to work agreement may be disciplined further up to and including termination. The Union, City, and the treating physician/counselor will meet and attempt to reach a consensus on a course of action with respect to this step of the policy, up to and including a "last-chance agreement". However, the City retains the right to exercise its prerogatives to take appropriate disciplinary action under procedure number 12 below. Any disciplinary action taken under this policy may be grieved as provided in the labor agreement between the Union and the City unless there is a violation of a last-chance return-to-work agreement. In this case the Union can only grieve whether or not the violation occurred.
9. An employee who is the subject of an investigation (other than criminal) related to substance abuse may have another employee present, without additional expense to the City, during the investigative procedures outlined above. Disciplinary actions taken by the City under this procedure shall be determined on a case-by-case basis taking into account but not limited to the findings of the test. Any disciplinary action taken under this policy may be grieved as provided in the labor agreement between the Union and the City unless there is a violation of

a last-chance return-to-work agreement. In this case the Union can only grieve whether or not the violation occurred.

10. Medical facilities performing the examination and specimen collection must be under the direction of a licensed physician. The City shall utilize urine and/or blood tests for verification by certified medical personnel. The “enzyme-immunoassay” (EMIT) and “gas chromatography-mass spectrophotometry” (GS-MS) test method shall be used by the Health Force Occupational Medicine as jointly approved and agreed upon by the City and the Union. The City shall pay for the cost of all tests and medical examinations carried out under this procedure. The City shall maintain confidentiality of test results unless otherwise required by law. This, however, does not preclude the admission of test results in grievance proceedings.
11. All tests shall be conducted to ensure that blood or urine samples submitted are handled per NIDA standards. All samples must be stored in a scientifically acceptable manner as established by NIDA. Split samples shall be reserved, in all cases, for an independent analysis in the event of a positive test result. All positive confirmed samples and related paperwork shall be retained by the laboratory for at least six months or for the duration of any grievance, disciplinary action, or legal proceedings, whichever is longer. Collection of blood or urine samples shall be conducted in a manner that provides security for the sample and freedom from adulteration. Recognized strict chain of custody procedures must be followed for all samples as set by NIDA.
12. Employees who relapse from treatment while under the conditions of a return-to-work agreement triggered by this policy and for whom reasonable suspicion of substance use is established a second time and/or whose test results are positive will be subject to disciplinary action up to and including discharge. In such circumstances, the employee will be placed in an unpaid leave status until a decision is made to terminate the employee or to continue employment of the employee. The Union, the City, and the testing physician/counselor, if appropriate, will meet and attempt to reach a consensus on a course of action with respect to this step of the policy. The Union and the City may consider such mitigating factors such as the employee’s length of sobriety and job performance in such situations, and other relevant factors. Again, the City retains the right to exercise its prerogatives to take appropriate disciplinary action. Any disciplinary action taken under this policy may be grieved as provided in the labor agreement between the Union the City unless there is a violation of a last-chance return-to-work agreement.

33.5 Other

1. Federal law requires all employees to notify the Personnel Services Director if they are convicted of any violation of a federal or state criminal drug statute occurring in the workplace within five (5) days of the conviction.
2. Federal law requires that the City notify any federal agency which is a direct grantor of federal funds to the Fire Department of any employees convicted of a violation as provided above within ten (10) working days.
3. Federal law requires that the City shall take appropriate personnel action against the convicted employee(s), up to and including discharge, or require the employee(s) to participate in a drug assistance or rehabilitation program within thirty (30) days after receipt of the notice of conviction.
4. Failure on the part of the employee to comply with the requirements of the Drug-Free Workplace Act shall result in disciplinary action up to and including termination.

5. The Union and the City shall work cooperatively to facilitate the resolution of problems that arise under the administration of this policy.
6. If any provision or the application of any provision of the agreement shall be rendered or declared invalid by court action or subsequently enacted legislation, the parties shall, in a timely manner, amend the affected provision or provisions only, and all remaining provisions of the agreement shall remain in full force and effect.

ARTICLE 34 STATE AND FEDERAL EMERGENCY MOBILIZATION

1. Personnel deployed on a State or Federal mobilization on a voluntary basis will be compensated at their normal rate of pay, including overtime, for hours worked. The employer will only compensate the employee for hours worked as defined below:
 - a. All hours regularly scheduled at their home agency for personnel assigned to a mobilization incident will be compensated at the employees' normal rate of pay. For Example - A "B Shift" employee assigned to a mobilization would receive their normal rate of pay for regular hours worked on B platoon days —excluding all scheduled Kelly Days, Vacation days and such.
 - b. All hours not regularly scheduled to work at their home agency and assigned on the incident action plan will be compensated at the employee's normal overtime rate.
 - c. Employees assigned to a mobilization will be guaranteed a minimum work period of 12 hours per day for the duration of their deployment. For Example — An employee assigned to a "Days" schedule, would receive 8 hours of regular pay, and 4 hours of Overtime for a 12 hour shift. A "B Shift" employee would receive 12 hours of Overtime for a 12 hour shift that was not scheduled during a normally scheduled B shift day.
 - d. 'Hours Worked/Assigned' examples include: Reasonable time spent in preparation for work (both before and after shift), travel to and from the assignment, time spent in staging, briefings, check in, and demobilization. All hours worked for resources assigned to Standby (in Base Camp) for initial attack, or emergency deployment to the field, even though they might not be assigned to the Initial Action Plan will also be reimbursable. Not included as hours worked are meal times, sleep times, and any time where employees are unassigned. During unassigned hours, employees are free to leave base camp and are free from duty.
2. Employees will be chosen for deployment on a voluntary basis, following the employee's position on the employer's Overtime list. Employees holding certifications and/or training pertinent to the mobilization may be given first consideration.
3. In the event the employer determines that employees are required to respond to the mobilization, all employees deployed shall be paid portal to portal, 24 hours a day, for the length of their deployment. Maximum deployment length for employees required to respond shall be 3 days — at which time the employer shall facilitate the rotation of personnel.
4. During the time of deployment, all employees shall be covered by any and all applicable benefits, as would normally occur if the employee was working within their normal assignment. For example, an employee's injury or illness occurring while an employee

was on uncompensated time would not be covered by Industrial Insurance if it would not be covered if the employee was not on deployment

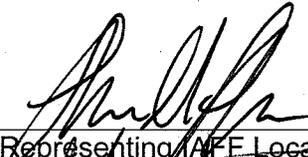
5. In the event multiple personnel are deployed (for example in a Strike Team, or Task Force format), consideration should be given to assigning a paramedic as the 4th member of the crew for the protection of members.

ARTICLE 35. TERMS OF AGREEMENT

The terms of this Agreement shall be in full force and effect on January 1, 2013, or as otherwise mutually agreed, upon the date of signing of the agreement as provided in Appendix G, through December 31, 2015, during which time no additional provisions may be negotiated to become effective prior to January 1, 2016.

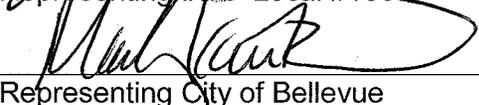
The parties acknowledge that the above terms of the 2013-2015 Agreement do not determine the effective dates of provisions in any successor agreement which the parties may bargain pursuant to RCW 41.56.

Dated: Jan 17th 2013



Representing IAFF Local #1604

Dated: July 18, 2013



Representing City of Bellevue

Approved as to Form:



Assistant City Attorney

APPENDIX "A" – MONTHLY SALARIES
to the AGREEMENT between the
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS UNION, LOCAL #1604
and the
CITY OF BELLEVUE
2013-2015

A.1 2013 Monthly Salaries

Effective January 1, 2013, monthly salary rates shall be increased by 2.7% (an amount equal to 100% of the percentage increase in the Seattle-Tacoma-Bremerton CPI-W as measured for the period from July 1, 2011 to the year ending June 30, 2012) with a 0.0% minimum.

A.2 2014 Monthly Salaries

Effective January 1, 2014, monthly salary rates shall be increased by an amount equal to 100% of the percentage increase in the Seattle-Tacoma-Bremerton CPI-W for the period from July 1, 2012 to the year ending June 30, 2013, with a 0.0% minimum.

A.3 2015 Monthly Salaries

Effective January 1, 2015, monthly salary rates shall be increased by an amount equal to 100% of the percentage increase in the Seattle-Tacoma-Bremerton CPI-W for the period from July 1, 2013 to the year ending June 30, 2014, with a 0.0% minimum.

A.4 Effective January 1, 2013 monthly salaries are as follows:

	STEP				
	1	2	3	4	5
	% of Step 5				% of Step 5 F. F.
Fire Fighter	78.65% \$5,525.87	82.49% \$5,795.67	88.46% \$6,215.11	94.17% \$6,616.29	100% \$7,025.90
Fire Fighter/Engineer	\$5,802.17	\$6,085.45	\$6,525.87	\$6,947.11	105.00% \$7,377.20
Fire Fighter/Paramedic	\$6,354.75	\$6,665.02	\$7,147.38	\$7,608.74	115.00% \$8,079.79
Fire Lieutenant				\$7,608.74	115.00% \$8,079.79
Fire Captain				\$8,369.61	126.50% \$8,887.77
<u>Fire Captain Specialties:</u> MSO Administrative				\$9,206.57	139.15% \$9,776.54
<u>Fire Lieutenant Specialties:</u> MSO Administrative Fire Training EMS Training Community Liaison				\$8,369.61	126.50% \$8,887.77
<u>Assignments:</u> FF/Paramedic Admin				\$8,369.61	126.50% \$8,887.77
FF/Engineer Admin					115.50% \$8,114.92
FF/Admin					110.00% \$7,728.49
FF/Staff Assist					106.00% \$7,447.46

A.5 Probationary Pay Steps

A Captain shall advance to Step 5 upon completion of twelve (12) months in Step 4.

The transition from Lieutenant pay step 4 (probationary) to pay step 5 (top step) shall be set according to article 15.1.4.4 according to their accumulated hours of Acting Lieutenant and Lieutenant time.

The Step 4 rate for Fire Lieutenant Specialties shall apply to employees assigned in those positions while in the status of probationary lieutenant. The Step 4 rate for Fire Captain Specialties shall apply to employees assigned in those positions while in the status of probationary captain.

A.6 Specialty and Assignment Pay

The City of Bellevue agrees to pay the specialty or assignment salary stated in A.4 when employees in the bargaining unit are assigned the special duties and responsibilities in the specialty or assignment positions listed in A.4.

A.7 Premium Pay

Receipt of all premium pay shall be contingent upon the specific assignment and the continuous performance of the assigned duties. The City retains the right to make reassignments that result in a loss of premium pay.

- A.7.1 Paramedics:** (Percentage as stated in Appendix A.4)
Receipt of Paramedic Pay shall be contingent upon maintenance of a valid paramedic certificate, and upon continuous application of those skills in the City's Mobile Intensive Care units.
- A.7.2 Breathing Apparatus Repair Specialist(s):** 2% of top step Firefighter.
Lead Specialist: 4% of top step Firefighter.
- A.7.3 Small Equipment and Hose Repair Specialist:** 2% of top step Firefighter.
- A.7.4 Maps Specialist:** 2% of top step Firefighter.
- A.7.5 Hazardous Materials Specialists:** 2% of top step Firefighter.
Lead Specialist: 4% of top step Firefighter.
- A.7.6 Paramedic Trainee Stipend:** \$120/mo. (This stipend shall apply to trainees involved in the initial basic training to become a Bellevue paramedic.)
- A.7.7 Tiller Operator:** The Tiller Operator shall receive a premium equal to 2.5% of top step Firefighter. Payment of this premium shall be only for those hours such qualified persons are actually assigned to work the Tiller Operator position.
- A.7.8 Truck Pay:** Employees regularly assigned to a truck company shall receive a premium of \$75 per month. Employees detailed to a truck company shall receive no additional pay for truck company work.
- A.7.9 CPR Instructor Pay:** CPR Instructors shall be reimbursed at the contractual overtime rate for hours worked while performing assigned duties related to the CPR Program.
- Primary instructor shall receive a minimum of three (3) hours overtime per class.

- Additional instructors shall receive a minimum of two (2) hours overtime per class.

A.8 Proficiency Requirements

A.8.1 Firefighter

All employees hired in the position of Firefighter on or after January 1, 1976 shall obtain performance step increases in accordance with the following proficiency schedule:

1. An employee shall advance to Step 2 upon satisfactory completion of six (6) months' probation which shall include the fire training academy.
2. An employee shall advance to Step 3 upon completion of twelve (12) months in Step 2 and certification as an Emergency Medical Technician (EMT).
3. An employee shall advance to Step 4 upon completion of twelve (12) months in Step 3 and continued certification as a valid EMT.
4. An employee shall advance to Step 5 upon completion of twelve (12) months in Step 4, and maintenance of a valid EMT Certificate, as provided by the Department while such employee is on an on-duty status.

An employee hired between the 1st and the 15th of the month will be given the step raise on the 1st of the month. An employee hired after the 16th of the month will be given the step raise on the 1st of the following month.

It is the intent of these requirements that all employees above Step 2 maintain a valid EMT. For employees who have achieved Step 5 in the above schedule, failure to maintain a valid EMT Certificate shall result in a one-step reduction in pay until such time as the employee reestablishes his/her certificate.

A.9 Paramedic Vesting

For employees who qualify for vesting, pay shall be frozen until such time as it, including paramedic premium pay, is equal to 5% above the pay of a Step 5 Firefighter. Thereafter, such employees shall continue to receive the 5% premium until termination or promotion to another rank. However, employees who are at the rank of Lieutenant or Captain shall have their pay frozen until such time as the regular pay for their rank equals the pay, including paramedic premium pay, they were last receiving as a Lieutenant/Paramedic or a Captain/Paramedic, whichever is applicable.

The conditions and procedures which shall govern the processes by which paramedics may leave and claim the paramedic vesting provisions are as follows:

1. Except for emergency situations where there are serious illness or injury or medical conditions, employees must give a one-year notice of intent to request reassignment out of paramedic duties.
2. No more than one employee is guaranteed the ability to request and receive reassignment with vesting benefits under this section per calendar year. Ordinarily the Department will send one or more trainees to each year's paramedic school unless the Department has no need of additional paramedics and there are no requests for reassignment under Paragraph 3 below. However, the Department reserves the right to make the final decision as to whether or not to train additional personnel.

3. Employees requesting consideration for reassignment with vesting benefits must file their request in writing to the Chief of the Department by June 1 of each calendar year.
4. In order for the employee to receive and/or continue to receive the vesting benefit, the employee must maintain a current EMT certificate or equivalent.
5. Employees requesting reassignment with vesting benefits shall be selected on the following priority basis: First consideration shall go to the sick or injured; second consideration shall be on the basis of years of service as a paramedic; and third consideration shall be on the basis of total years of service in the Department in the rank of firefighter or above.
6. Receipt of paramedic vesting benefits shall be automatic if a paramedic is reassigned by Fire Administration for its business reasons in good standing after five (5) years of service as a paramedic. Employees so reassigned shall not be counted toward the minimums, which may apply in any year. Employees reassigned hereunder shall be entitled to a written statement of the business reason(s) of the employer.
7. An employee who requests and receives reassignment from the paramedic service, knowing that the granting of the request will cause Fire Administration to exceed the annual quota, shall not be entitled to vesting benefits. Fire Administration may unilaterally increase the annual quota for any year.
8. No employee shall be barred from requesting reassignment from paramedic duties by virtue of this Section and its annual quotas. Fire Administration will honor such requests in excess of the annual guarantee as it deems in the best interests of the paramedic program. Those requesting reassignment hereunder shall not have their pay frozen and shall not vest, unless authorized by Fire Administration under Paragraph 7 above.
9. Reassignment by the employer for any of the following reasons shall not entitle the employee to vesting benefits:
 - a) After removal from the Medic I program by the supervising director or after discipline for just cause.
 - b) For failure to maintain paramedic certification under the requirements of Washington State Law and the King County Emergency Medical Services Officer.
10. The parties do not seek to alter in any way the rights and responsibilities of management with respect to the transfer or reassignment of employees.

The provisions of Article 8 shall not operate as a waiver of the Union or Employer of any rights pursuant to RCW 41.56 or 41.08, to the extent required by law.

APPENDIX "B" – EDUCATION / LONGEVITY
to the AGREEMENT between the
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS UNION, LOCAL #1604
and the
CITY OF BELLEVUE
2013 - 2015

B.1 Educational Incentive

The educational incentive premium plan for employees covered by this Agreement shall be computed as a percent, indicated below, of base salary for approved college credits. Such premium shall not be included as part of the employee's base pay except as required by law.

Position	45 credits*	Associate Degree – Fire Technology	B.A. or B.S.
Firefighter and Firefighter/Paramedic	2.5%	3.5%	4.0%
Lieutenant	2.5%	4.0%	4.5%
Captain	2.5%	4.5%	5.0%
The total percentage of education incentive and longevity pay shall not exceed 12%.			

Recognizing that the City has a vested interest in the training and specialized skills that an employee gained during his/her tenure with the City and that as the employee progresses through his/her career, he/she begins to look toward his/her retirement benefits, education premium pay will be added to the employee's base rate of pay solely for the purpose of retirement contributions. These rates shall not be used for any other purpose, including for the computation of overtime.

45 Credit Educational Incentive can be Earned in the Following Manner:

1. Completing 45 credits of prerequisite, core, or general undergraduate requirement credits towards a two or four year degree at an accredited college or university. Such credits shall apply to the general education requirements or electives required for a fire service related degree, as evaluated by Commander, Training division.
2. Vested and/or promoted former paramedics who have completed the University of Washington School of Medicine and Harborview Hospital paramedic training are eligible to collect the 45 credit educational incentive. Members assigned to the Medic 1 program and who are collecting Paramedic Premium are NOT eligible for collecting the incentive until they are vested and/or promoted.

B.2 Longevity Pay

The following longevity pay schedule shall apply:

1% at completion of 5 years (month 61)

2% at completion of 10 years (month 121)

4% at completion of 15 years (month 181)

5% at completion of 20 years (month 241)

6% at completion of 25 years (month 301)

7% at completion of 30 years (month 361)

The total percentage of longevity pay and education incentive shall not exceed 12%.

APPENDIX "C" - MOVEMENT BETWEEN PLATOON AND NON-PLATOON DUTY
to the AGREEMENT between the
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS UNION, LOCAL #1604
and the
CITY OF BELLEVUE
2013 - 2015

MOVEMENT BETWEEN PLATOON AND NON-PLATOON DUTY
HOLIDAY, VACATION AND SICK LEAVE HOURS

When employees are moved between platoon duty and non-platoon duty for extended periods, accrual rates (defined elsewhere in this agreement) affecting sick leave, vacation leave and holiday hours change. When reconciling the status of employees who move between platoon duty and non-platoon duty with regard to accrued sick leave, vacation leave, and holiday hours, the appropriate conversion factors, as set forth below, shall be utilized.

Holiday Hours (as defined in Article 16)

Annual holiday hours, Platoon duty:	120	5 shifts, 24-hours per shift
Annual holiday hours, Non-platoon duty:	96	10 regular and 2 floating holidays in accordance with Bellevue City Ordinance
Non-platoon to Platoon duty:	1.250	120/96
Platoon to Non-platoon duty:	0.800	96/120

Vacation Leave (as defined in Article 17)

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

Sick Leave (as defined in Article 18 – Leaves)

Sick leave accrual per month, Platoon duty:	12 hours
Sick leave accrual per month, Non-platoon duty:	8 hours

APPENDIX "D" – SERVICE LONGEVITY AWARDS
to the AGREEMENT between the
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS UNION, LOCAL #1604
and the
CITY OF BELLEVUE

2013 – 2015

To clarify the Service Award Program for bargaining unit personnel, the following shall apply: Years of Service	Service Longevity Award Applicable to the Bargaining Unit
5 Years	A letter of appreciation from the Fire Chief, a certificate of service signed by the City Manager and an additional eight (8) hours of vacation leave.
10 Years	A letter of appreciation from the Fire Chief, a certificate of service signed by the City Manager and the Mayor, an additional sixteen (16) hours of vacation leave, and a \$100 bonus.
15 Years	A letter of appreciation from the Fire Chief, a certificate of service signed by the City Manager and the Mayor, an additional sixteen (16) hours of vacation leave, and a \$150 bonus.
20 Years	A letter of appreciation from the Fire Chief, a certificate of service signed by the City Manager and the Mayor, an additional sixteen (16) hours of vacation leave, and a \$200 bonus.
25 Years	A letter of appreciation from the Fire Chief, a certificate of service signed by the City Manager and the Mayor, an additional sixteen (16) hours of vacation leave, and a \$250 bonus.
30 Years	A letter of appreciation from the Fire Chief, a certificate of service signed by the City Manager and the Mayor, an additional sixteen (16) hours of vacation leave, and a \$300 bonus.
35 Years	A letter of appreciation from the Fire Chief, a certificate of service signed by the City manager and the Mayor, an additional sixteen (16) hours of vacation leave, and a \$350 bonus.
40 Years	A letter of appreciation from the Fire Chief, a certificate of service signed by the City Manager and the Mayor, an additional sixteen (16) hours of vacation leave, and a \$400 bonus.
45 Years	A letter of appreciation from the Fire Chief, a certificate of service signed by the City Manager and the Mayor, an additional sixteen (16) hours of vacation leave, and a \$450 bonus

APPENDIX “E” – IAFF HEALTH INSURANCE PREMIUMS
to the AGREEMENT between the
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS UNION, LOCAL #1604
and the
CITY OF BELLEVUE
2013 - 2015

E.1

In the years 2013 through 2015 the City will pay 100% of the premium required to cover employees and 90% of the premium required to cover dependents enrolled in Options 1, 2, or 3 as set forth in the Agreement.

E.2

For the year 2013:

Increases to the premium for self-insured plans will be the lesser of:

1. the percentage difference between the total actual monthly self-funded claims from June 30th, 2011 to June 30th, 2012 for active LEOFF Fire personnel as reported on the City of Bellevue Medical/Rx Experience Report, **or**
2. the percentage premium increase as determined by the City of Bellevue’s insurance broker and approved by the Human Resources Director and City Manager’s office.

Increases to the premium for non-self- insured plans will be the actual rate increase charged the City of Bellevue by the respective insurance company (e.g.: Group Health, Washington Dental, Vision Service Provider, etc.).

The City’s contributions and the employee’s contributions, respectively for medical, for Options 1, 2 or 3 in the year 2013 will be as set forth in the table below.

Option 1: Core Health Plan through Bellevue Health Plan			
Dependent Category	Total Premium	City Contribution	Employee Contribution
Spouse Only	\$855.88	\$770.29	\$85.59
Child(ren) Only	\$389.08	\$350.17	\$38.91
Spouse & Child(ren)	\$1,167.00	\$1,050.30	\$116.70

Option 2: Affordable Plan through Bellevue Health Plan <i>(Not available for Employee)</i>			
Dependent Category	Total Premium	City Contribution	Employee Contribution
Spouse Only	\$664.84	\$598.36	\$66.48
Child(ren) Only	\$302.20	\$271.98	\$30.22
Spouse & Child(ren)	\$906.61	\$815.95	\$90.66

Option 3: Group Health Cooperative			
Dependent Category	Total Premium	City Contribution	Employee Contribution
Spouse Only	\$671.42	\$604.28	\$67.14
Child(ren) Only	\$305.22	\$274.70	\$30.52
Spouse & Child(ren)	\$915.70	\$824.13	\$91.57

E.3

For the year 2014:

Increases to the premium for self-insured plans will be the lesser of:

1. the percentage difference between the total actual monthly self-funded claims from June 30th, 2012 to June 30th, 2013 for active LEOFF Fire personnel as reported on the City of Bellevue Medical/Rx Experience Report, **or**
2. the percentage premium increase as determined by the City of Bellevue's insurance broker and approved by the Human Resources Director and City Manager's office.

Increases to the premium for non-self- insured plans will be the actual rate increase charged the City of Bellevue by the respective insurance company (e.g.: Group Health, Washington Dental, Vision Service Provider, etc.).

E.4

For the year 2015:

Increases to the premium for self-insured plans will be the lesser of:

1. the percentage difference between the total actual monthly self-funded claims from June 30th, 2013 to June 30th, 2014 for active LEOFF Fire personnel as reported on the City of Bellevue Medical/Rx Experience Report, **or**
2. the percentage premium increase as determined by the City of Bellevue's insurance broker and approved by the Human Resources Director and City Manager's office.

Increases to the premium for non-self- insured plans will be the actual rate increase charged the City of Bellevue by the respective insurance company (e.g.: Group Health, Washington Dental, Vision Service Provider, etc.).

E.5

All Active LEOFF Fire personnel will be included in the medical claims pool. For example, all Battalion Chiefs shall continue to be included in the same medical claims pool as Firefighters.

APPENDIX “F” – HEALTH CARE COST CONTAINMENT
to the AGREEMENT between the
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS UNION, LOCAL #1604
and the
CITY OF BELLEVUE
2013 - 2015

The following cost containment strategies are designed to control health care costs and are in effect for 2013 through 2015.

- LEOFF 1 retirees and their claims experience removed from the Medical / RX benefits experience reports.
- A change in network providers to a more cost effective provider with a maximum 10% physician mismatch.
- Member participation in any voluntary wellness program offered by the City which is cost neutral to employees.
- Dental plan includes the WDS comprehensive plan (also referred to as the “high” plan) and the Willamette Dental Maintenance Organization plan.
- Prescription and medical co-payments:

Dependents:

\$10 per generic drug, \$20 per brand name drug, \$50 per non-formulary drug, \$100 per emergency room visit, \$250 per in-hospital/surgery hospital admission visit, \$15 per office visit.*

Employees:

\$20 per brand name drug and \$50 per non-formulary drug.*

* Maximum out-of-pocket co-payment will be \$1500 per individual and \$3000 per family.

The Union agrees to discuss further mid-contract plan design changes that are designed to contain premium increases without cost shifting to employees.

**APPENDIX "G" – ADMINISTRATIVE CLARIFICATION
AS TO THE TERMS OF AGREEMENT ARTICLE FOR FIREFIGHTERS
to the AGREEMENT between the
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS UNION, LOCAL #1604
and the
CITY OF BELLEVUE
2013 - 2015**

As it applies to the 2013-15 CBA, the terms of the Agreement for firefighters shall be effective as specified in the Table Below:

Article	Status Quo	Amended	Effective Date of signing	Effective Date 1/1/13
Preamble	X			X
1 - Definitions				
Immediate Family		X	X	
2 – Recognition	X			X
3 – Union Membership	X			X
4 – Dues Check off	X			X
5 – Non Discrim		X	X	
6 – Seniority	X			X
7 – Reduction/Recall	X			X
8 – Vacancies/Prom	X			X
9 – Monthly Salaries	X			X
10 – EIP/Longevity	X			X
11 - Overtime	X			X
12 – Hours of Duty	X			X
13 – Shift Exchanges	X			X
14 – Mileage	X			X
15 – Duty out of Rank	X			X
16 - Holidays	X			X
17 – Vacation Leave	X			X
18 – Other Leaves		X	X	
19 - UWR		X	X	
20 – Prevailing Rights	On Hold			ULP
21 – Mntce of Crews	X			X
22 – Union Bulletin Bd	X			X
23 – Savings Clause	X			X
24 – Grievance Proc	X			X
25 – Communic Proc	X			X
26 – Perf of Duty	X			X
27 – Medical, etc.	X			X
28 - MEBT	X			X
29 - MERP	X			X
30 – Annual Fitness	X			X
31 - Wellness	X			X
32 – Physically Capable	X			X
33 – D&A Testing	X			X
34 – Terms of Agreem		X	X	
App A - Salaries		X		X
App B –Educ/Longevity	X			X
App C – Movement	X			X
App D – Service Award		X	X	
App E - Premiums		X		X
App F – Cost Containm		X		X

MEMORANDUM OF UNDERSTANDING

2013-2015

AGREEMENT

by and between

CITY OF BELLEVUE, WASHINGTON

and

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS UNION, LOCAL #1604

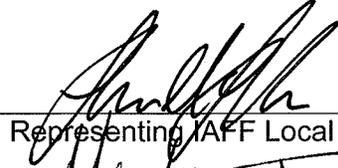
(Representing Firefighters)

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

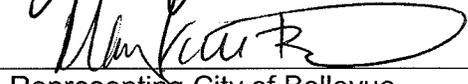
AGREEMENT

1. The Union currently has pending unfair labor practices before the Public Employment Relations Commission challenging sections of the management rights and grievance procedure articles of the bargaining agreement (the "ULP's"). With respect to the subjects of these ULPs, the parties agree that they remain on track for interest arbitration, as necessary. The City explicitly agrees that by entering into the CBA with the pre-existing clauses on management rights and grievance procedure, neither the Union nor the City does in any way impact or waive its decision to pursue litigation of the ULP on the above clauses, and does not in any way moot the Union's assertion that certain sections of these clauses are permissive subjects of bargaining.
2. Upon a final determination of the ULP's, the parties will determine how best to implement the decision, and whether interest arbitration before Arbitrator Rosenberry is necessary.

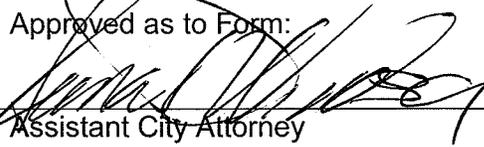
Dated: July 17th 2013


Representing IAFF Local #1604

Dated: July 18, 2013


Representing City of Bellevue

Approved as to Form:


Assistant City Attorney

MEMORANDUM OF UNDERSTANDING – Four Platoons
BY AND BETWEEN
CITY OF BELLEVUE, WASHINGTON
And
IAFF LOCAL #1604

THIS MEMORANDUM OF UNDERSTANDING is supplemental to the 2013-2015 AGREEMENT by and between the CITY OF BELLEVUE, WASHINGTON, hereinafter referred to as the Employer, and IAFF Local #1604.

Parties agree as follows:

1. Within 150 days after contract signing, the parties will complete their review of the pros and cons of switching from a 3 platoon Modified Detroit style scheduling system to a 4 platoon scheduling system
2. If the switch is acceptable to the Fire Administration, the Union will conduct a vote and inform Fire Administration of the results
3. Both the City and Union agree the switch should essentially be COST NEUTRAL for the Department
4. The switch will require amendment of Art. 12.1 as follows:

"Regularly scheduled average weekly hours of duty shall not exceed 48.18 hours, scheduled by management personnel on an annual basis. The regularly scheduled duty hours shall be scheduled for period of twenty-four (24) consecutive hours, beginning at 0800 hours.

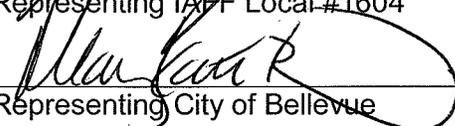
Note: The regularly scheduled duty hours on a 4-Platoon system are 42 hours per week on an annualized basis. It is recognized that Debit shifts will be required to adjust the hours to 48.18 hours on an annualized basis.

Dated: June 17th 2013

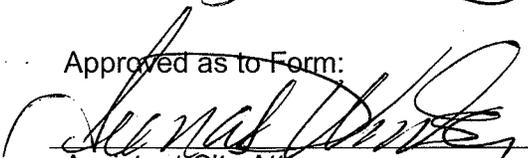


Representing IAFF Local #1604

Dated: July 18, 2013



Representing City of Bellevue

Approved as to Form:


Assistant City Attorney

A

Accrual Rates.....7, 44
Acting8, 23
Annual Fitness Evaluation.....23

B

Breathing Apparatus Repair Specialist39
Bulletin Boards.....18

C

Captains Acting As Platoon Battalion Chiefs8
Captains Acting As The Training Commander Or
Ems Commander8
Cash Payment Upon Retirement12
Civil Service4, 5, 17, 19
Classifications5, 17
Communication Procedure.....20
Compensated Leave.....1, 12
Continuous Service.....10
Core Health Plan.....46
Corrective Action Matrix23, 24, 25, 26
Cpr Instructor39

D

Definitions1
Dental21
Domestic Partner1
Domestic Violence Leave.....15
Drug/Alcohol Testing.....30
Duty Out Of Rank Or Pay Classification7

E

Education.....42
Educational Incentive Pay.....5
Eligibility List5
E-Mail Communications18
Emergency Leave13
Employee Benefit Trust Fund.....22

F

Family Care Act2, 15
Family Leave.....14
Family Leave For Domestic Partners15
Firefighters Acting As Engineers.....9
Firefighters Acting As Staff Assistants9
Firefighters, Engineers And Paramedics Acting
As Lieutenants8
Fitness Testing..... See Annual Fitness Evaluation
Funeral Leave13

G

Grievance.....2, 18

Group Health Cooperative46, 47

H

Hazardous Materials Specialists39
Health Care Cost Containment48
Health Insurance Premiums.....46
Health Plan Design21
Holiday Hours.....44
Holidays9
Hours Of Duty7

I

Immediate Family.....2
Incentive For Non-Use Of Sick Or Disability
Leave12

J

Jury Duty Leave14

K

Kelly Days7

L

Layoff4, 11
Lead Specialist.....39
Leaves11
LEOFF 215, 29
LEOFF I13, 15
LEOFF II11, 12
Lieutenants Acting As Captains8
Life Insurance.....22
Longevity.....1, 2, 5, 42, 45
Longevity Pay.....5

M

Maintenance Of Crews.....17
Malpractice Insurance22
MEBT See Employee Benefit Trust Fund
Medical.....21
Medical Coverage21
Medical Expense Reimbursement Program... See
MERP
Memorandum Of Understanding50
Memorandum Of Understanding51
MERP23
Mileage7
Military Leave14
Monthly Salaries.....37
Monthly Salary2
Movement Between Platoon And Non-Platoon
Duty.....44

N

Negotiations 16
 Non-Discrimination.....3
 Non-Platoon2, 44

O

Overtime2, 6, 35, 49
 Overtime5

P

Paramedic Trainee Stipend.....39
 Paramedic Vesting.....40
 Paramedics7, 40, 42
 Pay Back..... 11, 13
 Performance Of Duty20
 Permissible Use Of Sick/Disability Leave With
 Pay.....12
 Physically Capable.....28
 Plan Year21, 22
 Platoon Duty7, 44
 Preamble.....1
 Premium Pay39
 Prevailing Rights16
 Probationary Firefighters.....6
 Probationary Pay Steps39
 Proficiency Requirements40
 Prohibited Substances30
 Promotions.....5

Q

Qualifying Military Exigency Leave 14

R

Recall From Layoff.....5
 Recognition.....2
 Reduction In Force.....4
 Reinstatement.....5, 11

S

Safety Committee17

Safety Committee.....2, 17
 Salaries1, 2, 5
 Same Sex Spouse 2
 Savings Clause18
 Seniority 2
 Seniority 4
 Service Longevity Awards45
 Shift Exchanges 7
 Sick Leave11, 12, 44
 Small Equipment And Hose Repair Specialist ..39
 Specialty And Assignment Pay39
 State And Federal Emergency Mobilization35

T

Terms Of Agreement.....36
 Tiller Operator39
 Trade Shifts..... 7
 Truck Pay.....39

U

Ulp.....16, 49, 50
 Union Dues3, 23
 Union Membership 3
 Union Official.....15
 Union Work Replacement15

V

Vacancies 5
 Vacancies And Promotions 5
 Vacation10, 44
 Vacation Leave44

W

Weekly Hours Of Duty..... 7
 Wellness27
 Work Days 7
 Workers' Compensation.....12
 Working Conditions 2
 Working In Other Administrative Assignments ... 9

IAFF Local #1604 / Firefighters
Contract Term
Jan. 1, 2013 - Dec. 31, 2015

