

Labor Agreement
by and between
The City of Longview
and
International Association of
Fire Fighters, Local 828
2017-2019



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Preamble

THIS AGREEMENT is entered into this 3rd of October, 2017 between the City of Longview, hereinafter referred to as "the City" and International Association of Fire Fighters, Local 828, hereinafter referred to as "the Union".

It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union; to provide for equitable and peaceful adjustment of differences that may arise and to set forth the full and complete Agreement between the parties on wages, hours and other conditions of employment.

The parties to this Agreement recognize the intent of the Public Employee Collective Bargaining Act (effective to law July, 1967, by Chapter 108 of the Extraordinary Session Laws of the State of Washington for 1967 as amended by RCW 41.56, 1975) is to establish collective bargaining agreements between cities and unions representing city government employees.

The City recognizes the Union as the exclusive collective bargaining representative for the purpose of establishing wages, hours and other conditions of employment for all employees of the Fire Department, specifically excluding the Fire Chief, Deputy Fire Chief, Fire Marshal, Battalion Chief, and Secretary.

Article 1 - Management Rights

- 1.1 The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers or authority which the City has not officially abridged, delegated or modified by this Agreement are retained by the City. The Union recognizes the exclusive right of the City to establish reasonable work rules. Any dispute with respect to reasonableness may be submitted to fact finding in accordance with the aforesaid Washington Public Employees Collective Bargaining Act. The parties recognize that changes affecting wages, hours, and working conditions, except specifically addressed or outlined in this agreement, shall be made in accordance to RCW 41.56.
- 1.2 The City has the right to schedule overtime work as required in a manner most advantageous to the City and consistent with the requirements of municipal employment and the public interest.
- 1.3 It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that the employee shall perform all such duties.
- 1.4 The City reserves the right to discipline or discharge for cause. The City reserves the right to lay-off for lack of work or funds, or the occurrence of conditions beyond the control of the City of where such continuation of work would be wasteful and unproductive. The City shall have the right to determine reasonable schedules of work and to establish the methods and processes by which such work is performed. The administration of the above conditions shall be consistent with the Civil Service Rules and Regulations of the City.
- 1.5 Nothing in this Article shall have the effect of nullifying other sections of this Agreement.

Article 2 - Prohibition of Strikes and Lockouts

- 2.1 The Union shall neither cause nor counsel its members, or any of them, to strike, nor shall it in any manner cause them either directly or indirectly to commit any concerted acts of work stoppage, slow down, or refusal to perform any customarily assigned duties for the City.
- 2.2 In applying the provisions of this Article, all of the terms used herein shall be given the meaning commonly understood.
- 2.3 The Union shall not be liable where the acts or actions enumerated herein are not caused or authorized directly or indirectly by the Union. However, whether or not the Union is liable for such acts or actions, any Employee who commits any of the acts prohibited in this Article shall be subject to the following penalties: (a) discharge as provided by law; (b) other disciplinary action as may be applicable; and (c) loss of all compensation, vacation benefits and holiday pay as determined by the City.
- 2.4 Upon notification confirmed in writing by the City, through the City Manager, to the Union that certain of its members are engaged in a wildcat strike, the Union shall immediately provide the City with a copy of such an Order, and a responsible official of the Union shall publicly order them to return to work. Such characterization of the strike by the City shall not establish the nature of the strike. Such notification by the Union shall not constitute an admission by it that a wildcat strike is in progress or has taken place or that any particular member is or has engaged in a wildcat strike. The notification shall be made solely on the representations of the City. In the event a wildcat strike occurs, the Union agrees to take all reasonable effective and affirmative action to secure the member's return to work as promptly as possible. Failure of the Union to issue such order and/or take such action shall be considered in determining whether or not the Union caused or authorized, directly or indirectly, the strike.
- 2.5 The City will not lock out Employees; however, if any Employee is unable to work because equipment or facilities are not available due to a strike, work stoppage, or slow down by any other Employees, such inability to work shall not be deemed a lockout under the provisions of this Section.
- 2.6 It is mutually agreed that the provisions of this Article shall not be subject to the grievance procedure of this Agreement.

Article 3 - Union Security

- 3.1 All Employees who belong to the Union shall remain members of the Union and shall enjoy all rights and privileges thereof, and shall thereafter, as a condition of continued employment, tender the union dues, initiation fees, and house fund fees as determined by the Union.
- 3.2 Any Employee refusing to join the Union after his/her first six (6) months of the probationary period shall be subject to discharge (subject to the provisions of RCW 41.56), the request for said discharge being furnished by the Union to the City.

Article 4 - Prevailing Rights

- 4.1 All rights for Employees at the present time, which are not included in this Agreement, shall remain in force unchanged and unaffected in any manner by this Agreement, except as allowed for in Article 1.

Article 5 - Discrimination

- 5.1 The Employer agrees not to discriminate against any Employee for his/her Union affiliation or membership in the Union.
- 5.2 The Employer and the Union agree that they will not discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, sex, creed, age, national origin, religious belief, marital status, mental or physical disability, or service in the Uniformed Services of the United States, or union activity, affiliation, or status.

Article 6 - Salaries and Wages

- 6.1 **Salaries** during the term of this Agreement shall be calculated as follows:
Addendum B contains the complete salary schedule for 2017.
- 6.1.1 Effective January 1, 2006, the steps for firefighter was realigned. The position of driver/operator was replaced with a Master Firefighter position. In order to reach the position of Master Firefighter, employees will be required to complete the current Driver qualification process and complete a total of five (5) years of service with Longview Fire Department. Employees in the position of Master Firefighter will be required to drive as needed. Employees below the position of Master Firefighter are not eligible to drive.
- 6.1.2 Effective January 1, 2017 the salary schedule for Firefighter shall be the following:
- | | |
|-----------------------------------|-------------|
| Master Firefighter | \$6,557.68 |
| Firefighter 1 st Class | 95 % of MFF |
| Firefighter 2 nd Class | 90% of MFF |
| Firefighter 3 rd Class | 85% of MFF |
| Firefighter 4 th Class | 80% of MFF |
| Probationary Firefighter | 75% of MFF |
| Recruit Firefighter | 65% of MFF |
- 6.1.3 Effective January 1, 2018 the base salary for Master Firefighter and Fire Mechanic shall be increased by two percent (2%) plus one hundred percent (100%) of CPI-W Portland-Salem, July 2016-July 2017 unadjusted.
- 6.1.4 Effective January 1, 2019 the base salary for Master Firefighter and Fire Mechanic shall be increased by two percent (2%) plus one hundred percent (100%) of CPI-W Portland-Salem, July 2017-July 2018 unadjusted.
- 6.1.5 Lieutenant Pay: The salary schedule for the position of Lieutenant is thirteen and a half percent (13.5%) above the Master Firefighter step.

Probationary Lieutenant Step will be compensated at 10 percent (10%) above the Master Firefighter step. All newly promoted lieutenants will be compensated at the probationary step until successful completion of 12 months as a Lieutenant. Acting pay for Lieutenant will be compensated at the probationary Lieutenant step.

Addendum D details pay differentials for the positions of Lieutenant and Captain.

6.1.6 Captain Pay: The salary schedule for the position of Captain is nineteen percent (19%) above the Master Firefighter step.

6.1.7 Fire Inspector: There shall be a three (3) step salary schedule for the position of Fire Inspector.

Fire Inspector 1 st Class	113.5% of MFF
Fire Inspector 2 nd Class	110% of MFF
Fire Inspector 3 rd Class	107% of MFF

6.2 Proficiency Requirements - All employees shall obtain performance step pay increases in accordance with the following proficiency schedule.

6.2.1 Firefighters shall begin employment at Probationary Firefighter step in the Firefighter salary schedule (Article 6.1.2), and shall serve a twelve (12) month probationary period. New Firefighters who do not possess an IFSAC Firefighter I certification shall be paid at the Recruit Firefighter step. Employees shall be advanced to the Probationary Firefighter step upon successful completion of the Washington State Basic Firefighter training curriculum or similar equivalent program as approved by the Chief, and achievement of Department performance standards for entry-level Firefighter and IFSAC Firefighter I certification. Employees shall advance to Firefighter 4th Class after service of a cumulative 12 months in Recruit and/or Probationary Firefighter steps.

Firefighters, while being paid at the "Recruit Firefighter step" shall not be included in the minimum staffing levels as described in Section 20.3. Once performance standards have been met and the employee has been advanced to the Probationary Firefighter step he/she shall be included in minimum staffing levels as referenced in Section 20.3.

Except as otherwise noted in this section, each employee in the Firefighter classification shall advance one step, up to and including the Firefighter 1st class, upon completion of twelve (12) months in a prior step and upon an acceptable performance evaluation as determined by supervisory personnel. Progression to Master Firefighter is outlined in Article 6.1.2.

6.2.2 Fire Inspector shall serve a twelve (12) month probationary period. Fire Inspectors shall obtain an ICC Fire Inspector I Certification within one year of employment/promotion and shall obtain ICC Fire Inspector II Certification within two years of employment/promotion as Fire Inspector.

Except as otherwise noted in this section, each employee in the Fire Inspector classification shall advance one step, up to and including the Fire Inspector 1st class, upon completion of twelve (12) months in a prior

step and upon an acceptable performance evaluation as determined by supervisory personnel.

Employees that hold the position of Fire Lieutenant shall start at Fire Inspector 1st Class and shall be required to obtain Certification as outlined above.

6.3 Overtime

6.3.1 Regular Overtime - For shift employees and for day employees, regular overtime shall be paid for the actual hours worked to the quarter hour. However, if the work exceeds the quarter hour, it is paid to the next highest quarter hour. The calculation of regular overtime shall be at time and one-half (1-1/2) the employee's regular, hourly rate of pay in accordance with the Fair Labor Standards Act.

6.3.1.1 When an employee is transferred by the City from Station 81 to Station 82, and vice-versa, he/she shall receive 30 minutes of pay at time-and-one-half his/her regular rate, in addition to regular hours, except under the following conditions: (1) the City allows the employee to physically move from one Station to the other during duty hours; or (2) the employee is notified of the change of station assignment on or before his/her last work period prior to the transfer.

The employee shall be notified of the transfer by the on-duty Battalion Chief, or designee. The City shall pay regular overtime to employees who stay over their regular shift in order to maintain manning.

6.3.1.2 When management changes a regularly scheduled shift of an employee without the employee's permission, which would require the employee to work a holiday or weekend, (Saturday or Sunday), he/she would normally not be scheduled for, that employee shall receive as additional compensation one-half shift at his/her regular rate of pay. Exceptions to this rule: (1) Switching the employee from Saturday to Sunday or Sunday to Saturday; (2) if the shift change is for a duration of one-half calendar month, no additional compensation is due the employee; or (3) employees during their twelve-month probationary period.

6.3.2 Emergency Overtime - When an employee is required to work beyond the end of his/her normal workday or shift for an emergency, or is called in prior to the beginning of his/her normal workday or shift for an emergency, the employee shall receive double time for the time worked to the next highest quarter hour. However, when an employee is called in for an emergency less than two (2) hours prior to their scheduled work time, they shall receive a minimum of two (2) hours at the double-time rate. Off-shift employees called back to duty on the following holidays shall be paid a minimum of three (3) hours at the double time rate: Thanksgiving, Christmas, New Years Day, Labor Day, and the Fourth of July.

The emergency "call back list" shall be maintained as mutually agreed by both parties.

- 6.3.3 Off-shift-Non-callback Overtime - Non-callback overtime refers to incidents where off-duty employees happen upon emergency incidents within the City of Longview, either before, or after, the officer in charge arrives on the scene with emergency response units. If a call is placed to "911" and emergency units are dispatched in response to the incident, the assisting, off-duty employees will be paid non-call back overtime at the emergency overtime rate, hour for hour, to the next highest quarter hour from the time of dispatch of initial emergency units. Off-shift-non-call-back overtime will not affect any overtime callback list.
- 6.3.4 Overtime Compensation - Regular and emergency overtime pay, as approved, shall be paid each pay period.

6.4 **Working out of Classification**

- 6.4.1 Master Firefighters who are qualified and are assigned to work as an Acting Lieutenant shall be compensated as if they had been promoted to the position. Acting pay shall be paid hour for hour, to the next highest quarter hour, for all hours worked in the higher classification. If for some reason an employee is not required to perform in the out-of-class assignment and trading privileges have not been restricted, the city shall not be obligated to compensate the employee with out-of-class pay.
- 6.4.2 Qualified personnel shall be assigned and compensated for acting Battalion Chief duties, as per the Addendum D between all interested parties, a copy of which is attached to this Collective Bargaining Agreement. Acting pay shall be paid hour for hour, to the next highest quarter hour, for all hours worked as acting Battalion Chief.

6.5 **Education Incentive Pay**

- 6.5.1 Employees who have completed a Bachelor's Degree (BA or BS) in any major field of study shall be eligible for an education premium of three percent (3%) of the monthly base salary of Master Firefighter per month in addition to their base salary.

6.6 **Deferred Compensation**

Effective May 1, 2017, the City shall contribute an amount equal to four and one half percent (4.5%) of the monthly base salary of the position of Master Firefighter to bargaining unit employee's deferred compensation account.

Effective January 1, 2018, the City shall contribute an amount equal to five percent (5%) of the monthly base salary of the position of Master Firefighter to bargaining unit employee's deferred compensation account.

Effective January 1, 2019, the City shall contribute an amount equal to five and one half percent (5.5%) of the monthly base salary of the position of Master Firefighter to bargaining unit employee's deferred compensation account.

Such contributions shall be included as salary for the purpose of calculating retirement benefits, if authorized by the Washington State Department of Retirement Systems (DRS).

Article 7 - Longevity

- 7.1 In recognition of the cost of living wage concession adjustments made in this contract and the impact thereof, effective April 1, 2009 longevity pay shall be paid in the following amounts to employees who meet the following service criteria:

Years of Service	Longevity
10	3%
15	4%
20	5%
25	6%
30+	7%

- 7.2 An employee shall be deemed to have met the service criteria requirements upon reaching the beginning of the applicable year of service. Longevity shall be calculated on the employee's base wage.

Article 8 – Specialty Assignments

- 8.1 Employees assigned to firefighter specialist agree to become proficient in their respective area of expertise and to respond when called upon. The response and training provided by and for Firefighter specialists shall be in accordance with all applicable regulations and standards, including those established by NFPA, WISHA, OSHA, etc.
- 8.2 Applicants for firefighter specialist assignment must meet the following requirements in order to be considered for assignment:
- (a) Must have satisfactory completion of the one-year probationary period;
 - (b) attendance and participation in scheduled drills;
 - (c) agreement to a three (3) year commitment to the assignment; and
 - (d) ability to respond to the main Fire station, in the event of an emergency, within thirty (30) minutes of call out if the responsibilities of the particular specialist assignment requires emergency response. This provision may be waived by the Fire Chief in selecting candidates for special operations specialist. However, Operations Specialists will be placed on a special emergency callback list and are required to respond, if contacted, for a special operations emergency incident.
- 8.3 Employees assigned as specialists as defined in this article shall receive two percent (2%) of the monthly base salary of Master Firefighter as compensation for the assignment. Firefighter specialist shall include the following assignments and numbers of employees so assigned:
- (a) special operations; 27,
 - (b) fire investigation; 6,
 - (c) shift training specialist; 3,
 - (d) OTEP (Ongoing Training Evaluation Program); 3; and
 - (e) preventive maintenance specialist; 2

Each specialty assignment, with the exception of the preventive maintenance and special operations specialists, shall be equally distributed among the three shifts, (i.e. two (2) fire investigation; one (1) shift training specialist, and one (1) OTEP specialist

assigned to each shift). Assignment of operations specialists shall provide at least a minimum of five per shift.

In the event there are fewer applicants than the number of vacancies to be filled, the City and the Union agree to meet and discuss options to fill vacancies.

- 8.4 Applications to serve as firefighter specialist shall be reviewed by a selection committee as indicated by department policy.
- 8.5 Employees may be removed from a firefighter specialist assignment by the Fire Chief at any time. Criteria for removal may include, but are not limited to, the following: (a) inability to perform required duties; (b) inability to achieve training goals; (c) a change in the staffing needs of the Fire Department; (d) failure to attend and participate in at least seventy-five percent (75%) of scheduled drills; and (e) failure to respond to emergency call outs. Exceptions to the "failure to respond" criterion shall include illness, incapacitation, and supervision of minor children.
- 8.6 Employees who are assigned to a firefighter specialist position shall be expected to serve as a firefighter specialist trainee until training objectives and performance standards are achieved, and shall be eligible to receive the two percent (2%) premium only after such objectives and standards have been met, as determined by the Fire Chief or his/her designee.
- 8.7 Operations Specialists will receive compensation for the assignment in accordance with the following table, provided they meet the annual training requirements:

Upon Assignment	2% of monthly base salary of Master Firefighter
18 months served in assignment	3% of monthly base salary of Master Firefighter
36 months served in assignment	3.5% of monthly base salary of Master Firefighter

- 8.9 Special Operations Team members will also be trained at the technician level in rope rescue or specially trained in marine fire to a standard as set by the department. During the first 12 months in assignment, team members will operate as confined space rescue technicians only.
- 8.10 After completion of 12 months in assignment, team members will receive either rope rescue or marine fire fighting.
- 8.11 The Fire Chief will determine how many marine and rope rescue specialties are needed by the department, which will be 18 rope rescue technicians and 9 marine fire specialists. If it is determined that this mix of specialists does not meet the program's need the parties agree to meet and confer to determine the correct mix of specialties.
- 8.12 All line personnel will be provided awareness level training for confined space rescue so they may be more effective in supporting CSR operations if required.
- 8.13 All command staff likely to assume command of technical rescue incidents will be given training, to include confined space rescue, and exposure to technical search and rescue techniques which provides them with the skills and knowledge commensurate with the operational level of confined space, marine fire, and rope rescue.
- 8.14 The Fire Chief will continue to facilitate on-site training and an annual team evaluation exercise/drill which will include an audit of confined spaces and the parties will work

jointly to develop an inventory of sample CSR spaces and types for each site under service contract.

- 8.16 Should an employee transfer from one firefighter specialist assignment to another, he/she shall continue to receive the premium pay without interruption during the new training period. Should the employee not be able to successfully complete the new training period, the premium pay shall be discontinued upon the employee's removal from the firefighter specialist assignment.
- 8.17 The cost of tuition and materials for any class needed to achieve firefighter specialist status shall be paid by the City, contingent upon the employee successfully completing the class. Classes taken prior to assignment as a firefighter specialist, which are required for the assignment, may be reimbursed subject to the availability of budgeted funds and to the approval of the Fire Chief.

Should the employee not successfully complete the class, the cost of tuition and books shall be reimbursed to the City by the employee, through payroll deduction, amortized over a six-month period.

- 8.18 Employees assigned as firefighter specialists shall participate in twenty-four hours of training per year, or as otherwise required to maintain their skills. All approved, off-duty training time for firefighter specialists to achieve and maintain the necessary level of training shall be paid at the overtime rate in accordance with Article 6.3; provided however, that the work schedule for employees scheduled for firefighter specialist training shall be converted to eight-hour days for any training time in excess of three (3), consecutive calendar days, as outlined in the process for assignment of employees to a forty (40) hour week for training purposes in the Training Article.

Training time, while on duty, shall be allowed when manpower permits. Call-ins may be utilized to allow employees to attend training sessions when manpower does not otherwise permit such attendance, subject to the availability of budgeted funds and at the discretion of the Fire Chief. Said training shall not impact other bargaining unit members' rights to use leave time, or assignment of scheduled days off.

- 8.19 Off-duty firefighter specialists called in for emergency response shall be compensated in accordance with Article 6.3.2.
- 8.20 On-duty firefighter specialists may be replaced as needed, subject to approval by the Fire Chief, or his/her designee. Any replacement personnel shall be compensated in accordance with Article 6.3.2.

Article 9 – Hours/Schedules

- 9.1 The regularly scheduled hours of duty for regular full-time shift employees shall be within the framework of the three-platoon system. The work period for regular full-time shift employees shall begin January 1, 2006 at 0730 and shall end 27 calendar days later at 0730. Employees will be scheduled to work eight (8) 24-hour shifts during the 27 day work period. The remaining 24-hour shift in each 27 day work period shall be a Kelly day, at which time an employee will be scheduled off. The regularly scheduled hours of work shall be 192 hours each 27-day work period. Regular assigned hours shall result in 2592 annual hours worked.

9.2 Scheduling and Use of "D"-Shift Firefighters:

- A) D-shift (pool personnel) will consist of One (1) Company Officer and Three (3) Master Firefighters, for a total of four (4) employees.
- 1) Bidding to fill D-shift positions shall be by rank and then by seniority with the department. Any D-shift vacancies not filled by bid shall be assigned by the Chief or designee with the least senior assigned first.
 - 2) D-shift pool positions shall be filled through an annual bid process prior to vacation and Kelly day selections as defined in Addendum E of this agreement.
- B) D-shift schedules shall not include Kelly Days as defined in Article 9.1; these hours have been accounted for below in the number of shifts to be worked.
- C) Regular hours of D-shift employees shall be scheduled for two 27-day FLSA work cycles at a time. The city shall provide a list of shifts within (20) days prior to the beginning of each scheduling period of two 27-day FLSA work cycles from which D-shift employees shall make their shift selections. The D-shift schedule shall be posted ten (10) days prior to the beginning of each scheduling period of two 27-day FLSA work cycles.
- 1) D-shift employees shall select their shift selections by seniority within shift assignment.
 - 2) D-shift employees shall not select more than 48 consecutive hours of regular shift duty. This is not inclusive of any overtime shifts.
 - 3) The shift selections provided by the city shall provide for a minimum of 14 choices for each D-shift position per 27-day FLSA work cycle.
 - 4) Each D-shift employee shall schedule 192 regular hours in each 27-day FLSA work cycle, of which up to 72 hours may be scheduled as vacation leave. This does not prohibit D-shift employees from working overtime or making shift trades. When a D-shift employee works any shift(s) in addition to scheduled shifts he/she shall be eligible for overtime as defined in Article 6.3.
 - 5) Each D-shift employee shall schedule 108 shifts or 2592 hours each year. Vacation leave hours will be subtracted from that total number which may result in each employee assigned to D-shift working a different number of shifts during the year.
 - 6) D-shift employees may request to move a selected shift to another shift, if available, with the approval of the Chief or designee. When a request is made to move a shift, the Chief or designee may add choices to the original selection list.
 - 7) Additional shifts may be made available due to disabilities, injuries, or extended leaves. D-shift employees may move selected shifts to cover these absences, or may be assigned by the Chief or designee if mutually agreed upon.
 - 8) The Chief or designee shall be responsible for posting the needs of the department and coordinate the selection process for all D-shift personnel. Once

the time has been placed in FH Scheduling, the continued monitoring of FH Scheduling shall be done by the shift battalion chiefs. Any changes to schedules for the D-shift employees must be approved by the Chief or designee.

- 9) D-shift employees shall be assigned to shift work unless mutually agreed upon between the city and the union.
- D) In the event of any unforeseen scheduling problems, both parties agree to meet and mutually resolve the problem.
- 9.3 The regularly scheduled hours of duty for a day employee shall be assigned, at the discretion of the Fire Chief, to work a standard forty (40) hours per week schedule of five (5), eight (8) hour days, or any other legally permitted alternative work schedule, e.g., a "4/10" or "9/80" schedule. Overtime compensation shall be calculated utilizing a 7-day FLSA work cycle. The work week will consist of seven (7) consecutive twenty four (24) hour days beginning at 12:01 am on Sunday and ending at 12:00 am on the following Sunday.
 - 9.4 The City and Union shall work together to meet the production requirements of the Fire Department to provide the public with efficient and courteous service, to encourage good attendance of employees on regular duty, and to promote a climate of labor relations, which will aid in the achievement of a high level of efficiency in the Department. It is reasonable, prudent and practical to provide for recognized periods of on-duty time during which the active work assignments of fire suppression employees are limited, thereby allowing them significant periods of rest while remaining on response-ready standby. The City formally recognizes this as "stand down" time.
 - 9.4.1 Drills, inspections, training, public education, fire safety instruction, physical fitness exercise programs, station cleaning, apparatus and equipment cleaning, and all other routine work shall be performed during structured work time, which shall begin at 0800 and shall end no later than 1700 Monday through Saturday. Roll Call shall commence at 0730 each day. Time immediately following roll call to 0800 hours shall be spent by members readying personal gear and equipment for duty. The hours between 1700 - 0730 Monday through Saturday, shall be considered stand down time for the purpose of emergency response.
 - 9.4.2 Monday through Saturday, all shift employees shall receive sixty (60) minutes for lunch. Except for extenuating circumstances, the lunch hour will be from noon to 1300 each day.
 - 9.4.3 Structured work time on Sunday will commence from 0800-1000. Structured work time on holidays will be from 0800-0900. Roll call shall commence at 0730. Time immediately following roll call to 0800 shall be spent by members readying personal gear and equipment for duty. All other hours on Sundays and holidays shall be considered stand down time.
 - 9.4.4 The parties recognize that some events cannot be scheduled during structured work time, but are important to the operation of the department. The parties agree that events scheduled during stand down time will be limited in scope and frequency. The following activities may be scheduled during stand down time:
 - Annual night drills
 - Christmas Parade
 - 4th of July Parade

National Night Out
Memorial Procession
Other activities mutually agreed upon by the parties

- 9.4.5 Each employee will take up to one hour of physical exercise during structured work time, Monday through Sunday, as scheduled by the on-duty Battalion Chief.
- 9.5 Recruits shall be considered 24-hour shift personnel for the purpose of holiday, vacation, and sick leave accrual. The Fire Chief or designee shall assign recruits to a training schedule as follows:
- 9.5.1 Employees assigned to attend a Fire Academy shall be assigned to a 27 day FLSA work period and shall not be entitled to overtime for any activity associated with their academy training within the hours allowed by the FLSA 7K exemption, without advance permission of the Fire Chief.
- 9.5.2 Upon completion and movement to the Probationary Firefighter step, employees shall be assigned to a 24-hour shift, and shall be assigned a 27 day work cycle and receive Kelly Days in accordance with Article 9.1.
- 9.6 Except as otherwise provided in this agreement, paid leaves of absence, i.e. vacation, holiday, sick leave, will be treated as time worked for the purposes of calculating overtime.
- 9.7 **Daylight Savings/Standard Time**
- 9.7.1 When an employee is scheduled to work the shift when the clocks are turned back one (1) hour in the Fall and results in the employee working an additional hour, the employee will be compensated one (1) hour of overtime at time and one half.
- 9.7.2 When an employee is scheduled to work the shift when the clocks are turned forward one (1) hour in the Spring and results in the employee working one (1) hour less than his/her regular shift, the employee may choose one of the following to complete the shift assignment:
- A. Take one (1) hour of banked vacation leave; or
 - B. Take one (1) hour of unpaid time; or
 - C. Work an additional hour before or after the scheduled shift, provided such arrangements are made in advance with the Company Officer.
- 9.8 **Emergency Callback of Off Duty Personnel**
- 9.8.1 The Union recognizes the City's need to use mutual aid and automatic first response. However, it is not the City's intention to utilize mutual aid to create a labor pool to avoid paying overtime.
- 9.8.2 The Incident Commander shall initiate call back of off duty personnel as required. Both parties recognize the need to expedite call back and agree if off-duty personnel are at the Station at the time a request for emergency callback is initiated they may be utilized.

9.8.3 Each engine or truck company committed to another jurisdiction for mutual aid shall be replaced with a call back crew. For the purposes of this agreement, "committed" shall be defined as the point at which a resource has been sent to a requesting jurisdiction and is clearly not available for immediate return to the home jurisdiction. This also includes the assignment of a resource to any element of an incident as identified in generally accepted practices of command and control procedures, including an assignment to staging. The following procedures shall be used for the emergency calling of off duty personnel:

- (a) All employees are required to respond to emergency overtime work, exceptions are illness, incapacitation, or supervision of minor children.
- (b) All employees shall be placed on an emergency callback list. The list shall be separated into three (3) groups as follows: Company Officers, Firefighters, and General Alarm callback.

The general alarm callback group shall consist of all employees living outside of the residency area. This group will only be called in the event of a General Alarm.

- (c) Employees will be selected for emergency overtime assignments based on the number of emergency callbacks worked. The employee who has worked the fewest number of emergency callbacks shall be selected first.

Once an employee is assigned to work an emergency overtime call-in, his/her name will be moved to the bottom of the list in his/her assigned group. Off shift, non-call-back overtime, as described in Article 6.3.3, shall not be accounted for on the emergency callback list.

- (d) All employees responding to emergency work shall be compensated in accordance with Article 6.3.2.
- (e) Call-back companies shall be staffed with a minimum of four (4) personnel: one (1) Company Officer, and three (3) Firefighters.
- (f) The Union shall be responsible for maintaining the emergency overtime callback list. Union members shall be allowed to maintain the emergency overtime callback list during duty hours.
- (g) When off duty personnel are in the station at the time of callback, and able to respond, it is the respective employee's responsibility to call the contracted service center to provide notification of their availability.

9.9 Overtime Assignment Procedures

9.9.1 The Battalion Chief shall notify the Union as soon as a regular overtime assignment becomes available for the positions of Firefighter, Master Firefighter, or Company Officer.

9.9.2 The Union, then, shall provide the Battalion Chief with the Regular Overtime List, and the Battalion Chief shall determine which employees are qualified for the assignment. The name of the employee to fill the overtime assignment will be selected from the Regular Overtime List using the criteria listed below:

- (a) Employees will be selected for overtime assignments based on the number of overtime hours worked. The employee who has worked the fewest number of hours of overtime shall be selected first. The only exception to this procedure is if an emergency vacancy arises after the beginning of a shift. In this case personnel who live outside the requirements as outlined in Article 24 may be bypassed.
- (b) Once an employee is assigned overtime, he/she will work only that specific overtime assignment. However, if a second overtime assignment becomes available after the employee has completed an assignment, and they have still worked the fewest number of overtime hours; he/she will be selected to fill this second assignment.
- (c) If two different overtime assignments are available at the same time, the employee with the fewest overtime hours worked has their choice of the assignments. Once an assignment is made, however, the employee cannot switch to take the other assignment.
- (d) If there are two or more overtime assignments available at the same time, and the two employees with the fewest overtime hours have worked the same number of overtime hours, the employee with the longest period of time since his/her last overtime assignment will have his/her choice of assignments. Once an assignment is made, however, the employee cannot switch to take another assignment.
- (e) If the employee with the fewest number of overtime hours worked is not qualified for the overtime assignment, and no on-duty employees are qualified for the assignment, the next qualified employee with the fewest number of overtime hours worked will be selected.
- (f) The fact that an employee turns down an overtime assignment will never affect or change his/her position on the overtime list.
- (g) The qualified employee with the fewest number of overtime hours worked is ultimately responsible to work the overtime assignment if no one else accepts it, and he/she will remain available for the assignment until such time as another employee does accept it.
- (h) Employees will be contacted on their Kelly and vacation days for overtime assignments, but they will not be obligated to accept an overtime assignment, even if they have worked the fewest number of overtime hours.
- (i) Only completed overtime assignments of six (6) hours or more will be added to the employee's total. Overtime of less than six (6) hours will not be recorded or added to the employee's totals.
- (j) Any overtime assignment beginning at 0730 hours, which is assumed to be less than five (5) hours, shall be filled from the off-going shift. The employee from the off-going shift with the fewest number of overtime hours is obligated to work the assignment if no one else will accept it. The employee will remain available for the assignment until such time as another employee does accept it.
- (k) The name of the most recently hired employee will be placed at the bottom of the list on their hire date with one more hour than the employee

with the most overtime hours. However, new employees will be ineligible for overtime assignments until they have passed probation.

- (l) If the employee selected for the overtime assignment is more qualified to work a position presently filled by an acting employee, the acting employee can be moved to a lower position; however, said employee will retain the acting pay for the originally scheduled position.

9.9.3 Union members will be allowed to maintain the overtime list during duty hours.

9.9.4 Employees will retain all contractual rights, including trading privileges, while working an overtime assignment.

Article 10 - Holidays

- 10.1 Shift employee's base pay shall be increased by 3.0 hours per semi-monthly pay period in lieu of three (3) paid holidays.
- 10.2 In addition to holiday pay above, shift employees shall receive 2.0 shifts off in lieu of all holidays, to be taken in addition to their vacation in the year following the year in which they are earned. The taking of this time shall be governed under the rules of Article 11.
- 10.3 Day employees shall receive holidays the same as other City employees with 40-hour a week working schedules. Day employees shall accrue a Floating Holiday on January 1st and on July 1st of each year. Employees that are hired or retire, after January 1st shall have the Floating Holidays prorated by 0.67 hours per pay period.
- 10.4 An employee may take the floating holidays at any time that is mutually agreeable to the employee and the Fire Chief.
- 10.5 The following are official holidays for all full time employees:
 - (1) New Year's Day 1st day of January
 - (2) Martin Luther King Jr. 3rd Monday of January
 - (3) President's Day 3rd Monday of February
 - (4) Memorial Day Last Monday of May
 - (5) Independence Day 4th day of July
 - (6) Labor Day 1st Monday of September
 - (7) Veteran's Day 11th day of November
 - (8) Thanksgiving Day 4th Thursday of November
 - (9) Day after Thanksgiving Day 4th Friday of November
 - (10) Christmas Day 25th day of December
 - (11) Floating Holiday
 - (12) Floating Holiday
- 10.6 When a legal holiday falls on a Saturday it will be observed on the Friday before. When a legal holiday falls on a Sunday it will be observed on the Monday after.
- 10.7 With mutual consent of the employee and the employer a day employee may work on an observed holiday at the straight time rate of pay and may take an alternative day off during their designated work period.

Article 11 - Vacations

11.1 Vacation Accrual

11.1.1 January 1st shall be considered the anniversary date for all vacation time earned.

11.1.2 New shift employees shall earn vacation/holiday time from the date of employment until January 1 of the following year at a rate of eight (8) hours per pay period. New day employees shall earn vacation time from the date of employment until January 1 of the following year at a rate of 3.67 hours per pay period. Accrual shall start on the first day of hire.

11.1.3 After completion of the partial year described in the preceding subsection, the new employee shall be considered to be in their second year of employment for vacation time earned. In recognition of the cost of living wage concession adjustments made in this contract and the impact thereof, effective January 1, 2009, with each succeeding year of employment, employees shall accrue vacation leave in accordance with the following schedule:

Years of Service	Shift Personnel	Day Personnel
2 years	10 shifts of vacation & 2 shifts holiday	157 hours
5 years	12 shifts of vacation & 2 shifts holiday	197 hours
10 years	14 shifts of vacation & 2 shifts holiday	213 hours
15 years	16 shifts vacation & 2 shifts holiday	237 hours
20 years	17 shifts vacation & 2 shifts holiday	269 hours
25 years	18 shifts vacation & 2 shifts holiday	293 hours
30 years	19 shifts vacation & 2 shifts holiday	317 hours

11.1.4 Shift personnel will take vacation in the calendar year following the year in which it is accrued. No employee is entitled to vacation leave until six (6) consecutive months of employment have been completed.

11.1.5 Day personnel are eligible to take vacation after they have completed six (6) consecutive months of employment. Day personnel are eligible to accumulate vacation up to a maximum of two (2) times their annual accrual rate. When an employee has reached the maximum allowable accrual future accruals will cease until such time as the balance has been reduced to allow for additional earnings. Exceptions shall be granted for circumstances where taking of leave was denied by the Chief.

11.1.6 Leave balances for shift personnel that are promoted to the position of Fire Inspector, thereby having their work schedule changed from a shift schedule to a day schedule, shall be converted by utilizing a (0.802) factor. Leave balances for fire prevention employees that return to a suppression position, thereby having their work schedule changed from a day schedule to a shift schedule, shall be converted by utilizing a (1.246) factor.

11.2 **Vacation Pay Out** - Upon the retirement or termination for any reason of an employee who has served six (6) continuous full months of employment or more, or upon the date of an employee's disability retirement, the accrued unused vacation hours of such an

employee will be paid to the employee in a cash lump-sum payment computed at their current base, hourly rate of pay.

11.3 **Selection of Vacation and Kelly Days** – In effect on the 20th of September in 2006, the parties agree to the following with regard to the scheduling of vacation and Kelly Days. The selection of vacation and Kelly Days shall be coordinated as follows:

- (1) Vacation and Kelly Day selections will begin no later than October 1st and conclude by December 1st for the following calendar year.
- (2) Each year shall be divided into twenty-seven (27) day cycles. These cycles shall repeat to the end of the year. The last cycles of the year may extend into the following year and all days within the cycle shall be eligible for the selection of Kelly Days.
- (3) Each cycle shall consist of a minimum of 3 slots per day available for the selection of Kelly or Vacation Days. In addition to the minimum 3 slots per day available for leave selection, each shift shall be allotted additional annual leave slots in accordance with the table below for pre-selection of leave time. Holidays set forth in Section 10.5 shall not be available for additional leave selection. Each cycle shall consist of a minimum number of Kelly Day slots equal to the number of personnel assigned to each shift. All additional slots shall be available for Vacation selection. Up to three (3) shift employees may be scheduled off on vacation and/or Kelly Day for each calendar date and up to four (4) employees maybe scheduled off utilizing Additional Leave Slots. The schedule below will be used to determine the number of vacation and/or Kelly day leave slots each day: .

Shift Strength	Leave Slots Each Day	Days with Additional Leave Slot
12	3	0
13	3	30
14	3	60
15	3	90
16	4	0

Shift scheduled utilizing additional leave slots shall be placed on the vacation scheduled up to the additional leave days stated in the table above. Once the applicable leave slots have been selected they will be placed on the vacation schedule as dates with four (4) leave slots. These dates shall remain with four leave slots regardless of trades, sick leave, or disability. Employees wishing to move from these date shall do so in accordance with the **Trading, Exchanging, or Canceling of Vacation and/or Kelly Days** section below.

- (4) The Administrative Battalion Chief shall prepare and post a Vacation/Kelly Day selection schedule and calendar. Employees shall pick on a rotational basis by seniority and in accordance with this addendum. Employees shall pick by 23:59 on their assigned date. Failure to pick as scheduled shall be deemed as a waiver of the employees right to select time off in the appointed round. The employee's selections will be automatically deferred to the next round of the selection process.
- (5) Employees shall have 24 hours to pick after they are notified that it is their turn to pick. Failure to pick within the allotted time shall be deemed as a waiver to

select time off in the round and all selections shall be deferred to the next round. Notification shall be defined as the employee was advised that it is their turn to pick by direct communication.

11.4 **Vacation & Kelly Day Scheduling** - Day employees in a Fire Inspector position will collaborate in scheduling vacations, while giving consideration to departmental activities and Fire Prevention appointments that are deemed critical by the Fire Chief, i.e., Fire Prevention Week. Approved vacations will not be revoked unless mutually agreed upon by the Fire Chief and the employee. Vacations of more than two consecutive weeks shall be approved upon mutual agreement of the Fire Chief and employee.

Shift employees, excluding Battalion Chiefs, shall select their vacation and Kelly choices by seniority within shift assignment and through the application of the following rules:

- (1) Shift employees receive a Kelly Day in each 27 Day work cycle, which equates to 13 or 14 Kelly Days per year. **Employees must select one (1) Kelly Day in each of the cycles on the calendar.**
- (2) Shift employees shall select vacation in rotational order in accordance with the selection schedule. The number of shifts allowed for each pick is based on the total amount of vacation earned, as shown in the table below.

Total Vacation Shifts Allowed

Vacations and Kelly Days shall be selected in a rotational five (5) round selection process. Selections in each round shall be by seniority order within each shift. Each round shall be selected as follows:

Round 1 - The first round of the selection process shall be for vacations. Each shift employee shall select up to their allotted number of vacation days specified in the table above for their 1st pick. All vacations selected shall be in consecutive order and all vacations not selected in the 1st pick shall be added to their allotted vacations for the employees 2nd pick. Vacations shall be selected without regard to calendar cycles.

In addition to the vacations selected in round 1, each shift employee MAY add a Kelly day, in each cycle, to the vacation selection. Kelly Days MUST be added to either, or both, ends of their vacation selection.

Round 2 – The second round of the selection process shall be for Kelly Days. Shift employees shall select six (6) Kelly Days including those Kelly Days selected in Round 1.

Round 3 - The third round of the selection process shall be for vacations. Each shift employee shall select up to their allotted number of vacation days specified in the table above for their 2nd pick plus any days deferred from their 1st pick. Allotted vacations shall be selected in one (1) block or broken into two (2) separate selections of two (2) or more shifts. All vacations selected shall be in consecutive order within the block(s) and all vacations not selected in the 2nd pick shall be added to their allotted vacations for the employees 3rd pick. Vacations shall be selected without regard to calendar cycles.

Shifts	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
1 st Pick	1	2	3	3	3	3	3	3	4	4	4	5	5	5	6	6	6	7	7	7	8
2 nd Pick				1	2	3	3	3	3	4	4	4	5	5	5	6	6	6	7	7	7
3 rd Pick							1	2	2	2	3	3	3	4	4	4	5	5	5	6	6

In addition to the vacations selected in round 3, each shift employee MAY add a Kelly day, in each cycle, to their vacation selection. Kelly Days MUST be added to either, or both, ends of the vacation selection.

Round 4 – Shift employees shall select all remaining Kelly Days.

Round 5 – Shift employees shall select all remaining Vacation Days.

If for some reason the employee is unable to select a Kelly Day in a cycle in which they have selected vacation Days, the shift employee MUST designate one of the Vacation selections as a Kelly Day and shall select the additional Vacation Day in round 5 or declare the shift of vacation as a Bank Day or Buyout Day.

11.5 Trading, Exchanging, or Canceling of Vacation and/or Kelly Days - Shift employees shall be permitted to trade, exchange, or cancel vacation and/or Kelly Days subject to the following:

- (1) Kelly Days may be moved to open dates within the applicable twenty-seven (27) day work cycle. The moving of a Kelly Day within the same work cycle shall be deemed an exchange. Additionally, the moving of Kelly Days with vacation and/or Kelly days between employees within the same work cycle shall be deemed an exchange. Vacations may be exchanged to open dates or exchanged with other employees. Requests for exchanges shall be submitted to the Battalion Chief and shall be adjusted on the Daily Log accordingly. Exchanges will not be reflected on the Daily Log as a trade.
- (2) Trades are defined as exchanges across work cycles that may be traded with another employee without regard to rank or position. Such trades shall be submitted to the Battalion Chief on a Trade Request form and shall be recorded on the Daily Log as a Trade and are subject to the conditions outlined in Article 13 of this Agreement.
- (3) Vacation shifts conflicting with periods of time when an employee is officially on sick, disability, or bereavement leave will be cancelled and rescheduled to open, unpicked days per employee request.
- (4) In the event a vacation selection, which has been made, is subsequently canceled by an employee, the vacation selection so canceled shall be made available for selection to other employees. Except in cases of emergency, the employee must provide forty-eight (48) hours notice prior to cancellation of vacation. Further, the canceled vacation selection must be moved to an open day within the calendar year.

11.6 Vacation Buy-Back - Employees who have been employed at least six (6) consecutive months shall be entitled to cash compensation for any accrued and unused vacation. Payment shall be hour for hour at employee's current base, hourly rate of pay under the following conditions:

- (1) Payment shall be limited to a maximum of 48 hours.
- (2) Requests for such payments shall be submitted by December 11th of the calendar year in which the vacation time is earned.

- (3) Compensation for accrued, unused vacation time shall be paid in the calendar year in which the vacation time was earned.

11.7 **Vacation Bank Option** – Employees may elect to place up to 24 of the 48 buy back hours referenced in Article 11.6 into a separate paid leave bank. Vacation placed in this bank may be used in less than 24 hour increments but no less than four (4) hour blocks.

Requests for vacation from this bank shall be submitted no more than 14 days in advance of the date requested, and shall be granted only when the request for vacation bank time does not result in the need for overtime. Approved vacation bank requests shall not be cancelled if unexpected staffing shortages occur (i.e., someone unexpectedly calls in sick) that results in the need for overtime to be worked. Requests for time from this bank will be honored on a first-come, first-served basis. If this bank of time is not used by the end of the year it shall be cashed out as provided for in the provisions of Article 11.6.

Article 12 - Authorized Absences from Duty

12.1 Sick Leave and Disability Leave

12.1.1 Sick Leave Established: All full time employees are permitted to remain away from their employment because of illness or physical inability without loss of compensation up to the number of sick leave days which have accrued to that employee.

Accrued sick leave may be used for:

- (a) The employee's own illness, injury or disability including disability due to pregnancy or childbirth.
- (b) The need to care for a child under 18 years of age, or an older child incapable of self-care, with a health condition requiring treatment or supervision. Employees shall return to duty on a scheduled work day as soon as a qualified person is able to assume caregiver responsibilities or the child is capable of self-care.
- (c) The need to care for the employee's spouse, parent, parent-in-law, or grandparent with a serious health condition or emergency condition.
- (d) Medical or dental appointments for the employee or a dependent child, provided that the employee receives the advance approval of the Fire Chief or his/her designee; and further provided the employee must make reasonable efforts to schedule such appointments at times when they will not interfere with scheduled work days. Employees receiving advance approval to use sick leave for a medical or dental appointment for a dependent child shall return to duty on a scheduled work day as soon as the appointment is concluded and the dependent child is in the care of a qualified caregiver or the child is capable of self-care.

12.1.2 Accumulation of Sick Leave: Those employed on or after January 1, 1984 shall accrue 96 hours for day employees and 144 hours for shift employees of sick leave upon notification of full time employment. No additional sick leave shall

accrue to that employee until after he/she shall have completed twelve (12) months of continuous employment. Sick leave thereafter shall accrue to that employee at the rate of 8 hours each calendar month (20 days or more) of continuous employment for day employees and 12 hours per month for shift employees.

For Leave conversions, due to promotion, refer to Article 25.

- 12.1.3 Maximum Accruals: Individuals hired after July 1, 2003 sick leave accruals will be limited as per the following; Shift Employees may accumulate to a maximum of 1440 hours, Day employees may accumulate to a maximum of 1200 hours. For individuals hired prior to July 1, 2003 sick leave shall continue to accrue at these rates for each calendar month of continuous employment for every employee, without limit. No accumulation of sick leave shall accrue to the benefit of any employee while he/she is absent from employment for more than one-half of any calendar month as a result of a, leave of absence, or termination leave.
- 12.1.4 Existing Employees; Present Accrued Sick Leave: All sick leave accrued by any employee prior to January 1, 1980 shall continue as an eligible amount of sick leave accrued to the benefit of and credited to the account of the employee who has accrued such sick leave.
- 12.1.5 Taking of Sick Leave: Employees requesting sick leave benefits provided under this Article, shall provide information necessary for the Fire Chief or his designee to make a determination that the employee or family member qualifies for the use of the sick leave benefit. Nothing in this sub-section requires written verification from a health care provider with the exception of FMLA qualifying events. However, when the Fire Chief or his designee has a reasonable suspicion that an employee is abusing the sick leave benefit the Fire Chief or his designee may require the employee to provide timely written verification of the employee or qualified family member's illness or injury from the employee or family member's health care provider. This provision may be applied to all sick leave requests and is required for FMLA qualifying events.
- 12.1.6 Sick Leave Notification: The employee shall report to his/her immediate supervisor at the beginning of the period of illness or physical disability.
- 12.1.7 Deduction of Sick Leave: Sick leave shall be deducted at the rate of one hour for each hour absent from the assigned shift for sick leave.
- 12.1.8 Excessive Absenteeism: The parties recognize that every employee, as an essential job function, has a duty to be reliably present at work and that failure to confine sick leave usage to accrued and available sick leave raises the possibility of discipline for excessive absenteeism. The City will follow all legal requirements, including but not limited to those of the FMLA, Worker's Comp injury, ADA, Washington Law Against discrimination, and Washington Family Care Act, when evaluating sick leave usage. Evaluation of sick leave usage is subject to just cause review and examination of relevant factors. The following factors will be considered carefully:
- (a) The tenure and work history of the employee, specifically to include whether there have been previous instances of this pattern of absenteeism.

- (b) Whether there is a likelihood of improvement within a reasonable period of time. This assessment may be made using the recommendation of a certified medical provider.
- (c) The pattern of use and whether the absences are clearly for bona fide sick leave purposes.

12.1.9 Records and Reports of Sick Leave: The City will maintain a record of all sick leave extended to employees.

12.1.10 Compensation of Earned Sick Leave: Upon separation of employment, an employee shall be paid for all accrued unused sick leave to their credit in accordance with the following Schedule A:

Schedule A

Years of Service	Percentage Paid
Less than 10 years of full-time employment	None
After 10 years of full-time employment	12.5% of accrued unused sick leave
After 15 years of full-time employment	25% of accrued unused sick leave
After 20 years of full-time employment	37.5% of accrued unused sick leave
After 25 years of full-time employment	50% of accrued unused sick leave

12.1.11 Payment of Accrued Unused Sick Leave in the Event of Death of the Employee: Payment for fifty percent (50%) of accrued unused sick leave in the event of the death of an employee shall be made to the personal representative of the estate of the deceased employee, if one exists. If no probate proceeding is conducted, payment shall be made in accordance with the laws of the State of Washington.

12.1.12 The parties agree to continue to discuss effective sick leave administration and may reopen this article for revision prior to the expiration of the bargaining agreement.

12.2 Bereavement Leave

12.2.1 In the event of the death of a spouse, day employees shall be allowed up to 40 hours off and shift employees will be allowed up to 48 hours off without deduction from accumulated vacation or sick time.

12.2.2 In the event of the death of grandmother, grandfather, mother, father, son, daughter, brother, sister, mother-in-law, father-in-law, stepson, stepdaughter, stepfather, stepmother, aunt, uncle, or grandchild, day employees shall be allowed up to two (2) full working days off and shift employees will be allowed up to one (1) shift off without deduction from accumulated vacation or sick time.

12.2.3 In addition to the bereavement leave outlined in Article 12.2.1 & 12.2.2 above, and with approval of the Chief, employees may request additional time off for the purpose of health or travel. Day employees may request up to an additional five (5) working days off to be deducted from accumulated sick leave. Shift employees may request up to an additional two (2) shifts off to be deducted from accumulated sick leave.

12.2.4 Upon employee's return to work, the employee shall supply management with the following information about the deceased: their full name, location of death (City, State), and the relationship to the employee.

12.2.5 If the employee so chooses, bereavement leave may be used for qualifying family members in the case of imminent death. (Intent of this section is to allow someone the time off as indicated for bereavement (death) if the employee would rather see the person before they pass away.)

12.3 Jury Duty

12.3.1 In the event any employee is called for jury duty, such employee shall be granted a leave of absence without loss of compensation. Any compensation, which the employee shall receive by reason of having served as a juror, may be retained by the employee in addition to the employee's regular compensation.

12.3.2 There shall be no reduction of vacation time or accrued sick leave during the period such employee is actually serving as a juror.

12.3.3 In the event that an employee is called for jury duty and is excused by the Court after the jury for the case is selected, such employee shall report back to work and continue his/her normal work activities until again called for jury duty.

12.4 Witness Leave

12.4.1 In the event any employee is summoned to testify as a court witness on behalf of the Federal Government, State of Washington, or any county or municipality therein, there shall be no reduction of accrued vacation or sick leave during the period such employee is actually responding to the summons to testify in such cases. Upon completion of court witness service, such employee shall forward any reimbursement moneys received from the court, or other party served, to the City Treasurer immediately upon receipt of same. (Exception: Reimbursement for out-of-pocket expenses such as meals, mileage and lodging may be retained by the employee. (RCW 42.16.020))

12.4.2 In the event any employee is summoned to testify as a court witness when he has personally observed the event as an innocent, uninvolved, outside party, and he/she is under no circumstances connected to the event, there shall be no reduction of accrued vacation or sick leave during the period such employee is actually responding to the summons to testify in such cases. Upon completion of court witness service, such employee shall forward any reimbursement moneys received from the court, or other party served, to the City Treasurer immediately upon receipt of same. (Exception: Reimbursement for out-of-pocket expenses such as meals, mileage, and lodging may be retained by the employee.)

12.4.3 In the event any employee shall receive a valid subpoena to appear and testify as a witness in any other type of case or proceeding (other than the two stated above) he/she shall be allowed to be absent from work for the period of time necessary to respond to the subpoena, but shall not receive compensation unless he/she elects to use accrued vacation for the period of absence from work. Such employee will be entitled to retain any compensation received from responding to the subpoena.

- 12.5 **Leave of Absence** - Leave of absence not exceeding thirty (30) calendar days and without pay may be granted by the Chief and City Manager as provided by City Policy and/or Civil Service Rules. Longer leaves of absence may be approved by the Civil Service Commission upon written request of the employee, and upon written endorsement by the Chief. Any person granted a leave of absence shall be required to pass a medical and physical examination by the City physician if the leave of absence has been for more than ninety (90) calendar days before such person can return to regular duty.
- 12.6 **Military Leave and Reinstatement Rights** - Military leave and reinstatement provisions shall be granted in accordance with applicable State and Federal laws. A detailed summary of applicable laws and administrative guidelines can be obtained from Human Resources.

Article 13 - Trading Privilege

- 13.1 Shift trades are a privilege, permitted by the City solely for the employees' convenience. The City and Fire Administration permit shift trades under the condition that they occur at no additional cost to the City.
- 13.2 Eligibility and Conditions.
- (a) Employees shall have the right to exchange all or part of an assigned shift with qualified bargaining unit personnel, with advance approval of the Battalion Chief or Acting Battalion Chief.
 - (b) Shift trades shall be between bargaining unit members of equal rank, or position, and/or with individuals qualified to work out-of-classification on the date of the requested shift trade. Personnel shall be eligible for work out of classification pay when the trade involves an employee/position that was assigned to work out of classification.
 - (c) At the time of shift trade request, no trade shall reduce staffing levels to below minimum staffing, as per Article 20.3. The City and the Local shall maintain at least 3 qualified Company Officers, 3 Master Firefighters, and 1 Paramedic per shift
 - (d) Trades may be arranged between two bargaining unit members only. All trade requests shall be submitted for review and approval on the designated shift trade form as outlined in this article.
 - (e) Probationary Firefighters may not trade shifts during their first 6 months of employment, except as approved by the Chief.
- 13.3 Employees shall be allowed to trade Kelly days with other employees without regard to rank or position. Kelly day trade requests shall comply with Addendum E.
- 13.4 Personnel working partial shift trades will continue on duty until properly relieved.
- 13.5 Trades must be paid back within twelve months.
- 13.6 Procedures

13.6.1 All Shift trade requests shall be submitted in advance to the Battalion Chief or Acting Battalion Chief for review and approval.

- (a) Shift trade requests of four or more hours must be submitted to the Battalion Chief or Acting Battalion Chief on a Shift Trade Request Form.
- (b) Shift trades of less than four hours do not require completion of a Shift Trade Request Form; however, the employee seeking the time trade must obtain verbal approval of the request from his/her Battalion Chief.

13.6.2 The Battalion Chief or Acting Battalion Chief shall file shift trade requests in the Department trade book under the month/date of the request.

13.7 Accounting for Vacancies

With the exception of the limited provisions identified in this article, shift trades shall be fulfilled by working the shift as approved. However, the parties acknowledge that there may be unforeseen instances where an employee who has agreed to work a trade is unable to report to work or continue to work on a trade due to illness, family death or illness, jury duty, witness leave, or on/off the job injury, or for some other reason. In those circumstances, the employee that agreed to work the trade will make a good faith effort to fill the vacancy without cost to the City in the following order:

- Contact the other employee involved in the trade to determine if the trade can be canceled and they can report to work.
- The employee assigned to the trade makes a trade with another employee to cover the shift.
- Request authorization to use paid leave subject to the following terms and limitations:

13.7.1 Sick Leave Eligible Event: If the responsible employee is unable to work the trade due to an authorized sick leave event, they shall have their sick leave reduced at time-and-one-half, and the Battalion Chief or Acting Battalion Chief shall hire someone in on overtime to cover the shift. If it is not necessary to hire someone in on overtime to cover the vacancy, sick leave shall be charged at the straight time rate.

If the employee cannot continue to work the shift due to an authorized sick leave event, their sick leave shall be reduced by the amount of time remaining on the shift that they were unable to work. The leave shall be reduced at the straight time rate.

13.7.2 Bereavement: If the responsible employee is unable to work the trade due to an authorized bereavement event, they shall be eligible for bereavement leave as per the terms of the Collective Bargaining Agreement.

13.7.3 Jury Duty or Witness Leave: If the responsible employee is unable to work the trade due to jury duty or witness leave, they shall be entitled to take applicable leave as per the terms and conditions of the collective bargaining agreement and related city policies (meaning they need to return to work once witness/jury duty has concluded) except that such leave entitlement for repayment of an unfulfilled shift trade shall be limited to not more than 24 hours per event (as evidenced by

formal documentation such as a jury summons or a subpoena). Witness/jury duty to which an employee is unable to work scheduled trades in excess of the 24 hour allotment, shall require the employee to use vacation at a rate equal to the cost incurred to cover their inability to fulfill the trade.

13.7.4 Other Personal Reasons: If the employee responsible to work the trade is unable to work for any other reason, such absence shall be treated as any other request for absence and shall be subject to the advance review and approval of the Fire Chief. If an absence is authorized by the Chief (or designee) the individual can repay the trade with vacation at a rate equal to the cost incurred to cover their inability to fulfill the trade. If the employee does not have adequate vacation leave available to offset the time missed from work, their pay shall be reduced by an amount equal to the cost incurred to cover the shift (meaning either straight time or overtime).

If the absence is unauthorized, the employee responsible to work the trade shall be subject to formal disciplinary action and shall have their pay reduced by an amount equal to the cost incurred by the City to cover the shift.

- 13.8 The parties agree that authorized paid leave as well as hours worked on shift trade, as defined herein, are exempt from the Fair Labor Standards Act (FLSA) and shall not be treated as time worked for the purposes of calculating overtime. Further, the City has no legal obligation under the FLSA to maintain records of hours traded therefore timesheets shall not be modified to reflect hours traded.
- 13.9 When a shift trade cannot be completed and good faith efforts to find someone to cover the shift through a trade have been exhausted, the appropriate shift Battalion Chief or Acting Battalion Chief shall be contacted to make arrangements necessary to cover the absence. The employee who agreed to the trade is responsible for the vacancy regardless of reason and will be accountable for the hours lost and/or incurred costs as provided in this article.
- 13.10 In the event the employee responsible to work the trade (tradee) does not have enough paid leave to cover an unfulfilled trade they shall be required to take a deduction in pay as per the terms of this article, the pay deduction shall be based on the employee's rate of pay who failed to fulfill the trade (vs. the rate of pay of the person called in to cover the vacancy).
- 13.11 Disputes Between Employees: Neither the City nor Fire Administration will become involved in disputes between individual employees regarding shift trades.

Article 14 – Training

- 14.1 **Tuition Reimbursement** – Employees may request tuition reimbursement for coursework necessary to complete a Bachelor's degree from a college that has been accredited by an agency recognized by the US Department of Education and/or Council for Higher Education, in one of the following fields of study: Fire Science, Fire Investigation/Inspection, Fire Administration, Fire Engineering, Business Administration, or Public Administration.
- (a) The City will pay only for books not already contained in their "library" and books paid for become property of the City when the person completes the course.

- (b) Tuition reimbursement and cost of books is not provided for course credit given for experiential learning, work experience, audited courses or courses in which the employee is given credit for “testing out” of a course. Employees that desire to obtain credits via “testing out” of a course are eligible for reimbursement of related fees, under the same terms and conditions provided for eligible tuition reimbursement.
- (c) The annual maximum reimbursement eligibility is limited to the dollar equivalent of resident tuition for twenty (20) undergraduate credits at the University of Washington, and may be further limited or restricted in consideration of budgeted resources.
- (d) Reimbursement is made only for courses that earn the employee credit towards their approved degree objective and when the employee completes the course with a grade of “C” or better. Participants are encouraged to seek any scholarships in the form of financial aid that may be available and are to advise the city of any aid received. Reimbursement will be based on the difference between the scholarship and total tuition.
- (e) For budgeting purposes, employee tuition reimbursement requests are to be submitted to the Fire Chief, along with a professional development plan detailing how the course of study will contribute to the employee’s effectiveness in his/her current position or directly prepare the employee for promotional opportunities, between April 15th and July 1st. Requests not submitted during that timeframe will not be considered.
- (f) Further, the Department supports employee development activities, however, in consideration of limited resources for educational pursuits, reimbursement requests shall be subject to available funding at the discretion of the Fire Chief, with priority given to those currently enrolled in a degree program that is consistent with the employee’s professional development plan, officers and those likely to qualify as officers in the immediate future. Decision on distribution of limited training funds will be made based on consultation with the Training Management Group.
- (g) In situations where an employee receives tuition reimbursements (as defined above) in excess of \$500, and the employee voluntarily resigns from their position with the City, the employee will be subject to repayment of funds as follows:

Voluntarily Resigns	Percentage of fees/tuition to be remitted back to the City
Within 12 months of completing the course/program.	75%
Within 13 to 24 months of completing the course/program	50%
Within 25 to 36 months of completing the course/program	25%

- 14.2 **Relief Responsibility** - When an employee attends a training course of any type which is required by the Fire Department or mandated by law, or attends a school for the purpose of obtaining a degree in Fire Science, the Department shall be responsible for furnishing any necessary relief for the employee attending the training. When an employee wishes to attend any training course, which is not required by the Department or mandated by law, the employee shall be responsible for obtaining any necessary relief.

An employee will be permitted to attend a school or training course without relief if the school or training course is held within the city limits of Longview or within a reasonable response distance.

14.3 **Training Schedules**

When at all practicable the department may schedule training on-duty or adjust schedules to accommodate individual and department training needs.

14.3.1 Off-duty Training - All approved, mandated off-duty training time for employees to achieve and maintain the necessary level of training shall be paid at the overtime rate in accordance with Article 6.3 of the current Labor Agreement. If the training duration is three (3) or more consecutive calendar days, the Fire Chief may assign employees to an eight (8) hour work per day schedule. If an employee is assigned to an eight (8) hour per day work schedule, the following conditions shall apply:

- (a) The employee shall receive a minimum of forty-eight (48) hours off preceding the scheduled training, and a minimum of forty-eight (48) hours off following the scheduled training. Travel time shall not be counted as part of the scheduled training.
- (b) All travel and training time in excess of eight (8) hours per day shall be paid at the overtime rate in accordance with Article 6.3 of the Labor Agreement. Training time shall be defined as all hours spent in lecture, classroom, or practical skills training.
- (c) Assignment to an eight (8) hour work schedule shall not affect the employee's wages, Kelly days, accrual of sick and vacation leave, or other benefits.
- (d) Each employee shall be notified a minimum of five (5) calendar days prior to assignment to an eight (8) hour per day work schedule.
- (e) Employees may have the option to refuse training during their scheduled vacation. If an employee elects to attend training offered during scheduled vacation, he/she may, at his/her discretion, choose one of the following options:
 - 1) Receive overtime in accordance with Article 6.3 of the Labor Agreement for training time spent on his/her scheduled vacation shift, or
 - 2) Reschedule the vacation to an open, unpicked shift.

14.3.2 On Duty Training Time: shall be allowed when staffing levels permit. Call-ins shall be utilized to allow employees to attend training sessions when staffing is below the minimum levels. Said training shall not impact other bargaining unit members' rights to use available leave time.

- 14.3.3 Employee-Initiated Voluntary Training: The department supports professional development for its members and will evaluate and consider employee requests to attend voluntary training opportunities subject to financial resources and department staffing needs. Such training may be supported by paying tuition, conference registrations, travel expenses, etc. as further allowed and provided by City policy.
- 14.4 **Contracted Service Area Training** - Both parties agree that employee and public safety will be a key consideration when evaluating and negotiating fire protection service agreements/contracts with area Industries. To that end, the parties agree to the following:
- 14.4.1 "Minimum training hours" as per the service area contracts in effect at time of this agreement shall determine the total number of industry training hours needed annually.
- 14.4.2 In the event that service area contracts, in place at the time of the signing of this labor agreement, are renegotiated by the City or additional new contracted service areas are entered into; both parties agree to reopen this article to bargain the impact on conditions of employment if any.
- 14.5 **Scheduling of Contracted Service Area Training** – Both parties agree that efficient and meaningful training and tours to the contract service areas are vital for hazard identification, facility familiarity, and employee safety. The parties agree to the following with regard to the scheduling of training/tour within the contract service area:
- 14.5.1 Training/Tour schedules and signup rosters shall be posted a minimum of 14 days in advance of the training/tour and the signup roster will be announced at the shift lineup for all shifts.
- 14.5.2 All training/tours shall be a minimum of four (4) hours in duration.
- 14.5.3 Signup for the training/tour shall be from off-duty personnel to cover for on-shift members that are away for the training/tour. All coverage personnel shall be compensated in accordance with the regular overtime provisions of this agreement.
- 14.5.4 All training/tours shall be required to have a minimum of nine (9) members signed-up to cover training/tour attendees. In the event there are less than nine (9) voluntary coverage personnel, the City shall have the option to retain employees to fulfill the required nine (9) member minimum. Retained members shall be assigned to coverage in accordance with the Overtime Assignment Procedures outlined in Article 9.9.
- 14.5.5 In the event a training/tour is cancelled with less than seven (7) days notice, all employees signed up for coverage shall be compensated for four hours at their regular overtime rate.
- 14.6 **Auto/Mutual Aid Training** – The City has the desire to engage in auto/mutual aid training in locations that are near, but outside, existing city boundaries. The intent is to meet department training objectives and receive credit from Washington Survey and Rating Bureau for training and exercising with mutual aid and automatic aid agencies while improving interagency fire & emergency services effectiveness and outcomes.

14.6.1 Auto/Mutual aid training and exercises may be scheduled at the following agreed upon locations:

- A. Cowlitz 2 Fire & Rescue Station #21 – Vine Street, Kelso
- B. Cowlitz 2 Fire & Rescue Station #23 – Columbia Heights Road
- C. Western Fire Center, Inc. – 2204 Parrott Way, Kelso
- D. Red Lion Inn – 510 Kelso Drive, Kelso

Any additional location that may be identified in the future as a desirable auto/mutual aid training site must be mutually agreed upon by the city and the union.

14.6.2 The city agrees to schedule no more than one (1) LFD unit at a time for such training, while maintaining immediate response coverage to the city.

14.6.3 The union agrees that units and personnel attending auto/mutual aid training at any of the agreed upon locations will not require the city to backfill and/or replace those personnel attending the training.

Article 15 - Mileage, Per Diem and Tool Allowance

15.1 Employees required to use a private vehicle while on duty for Fire Department business shall be compensated at the IRS rate as amended from time to time.

15.2 Employees required to attend out-of-town business functions shall receive per diem and/or expense reimbursement in accordance with the City's Credit Card, Travel and Reimbursement Policy.

Article 16 - Insurance Benefits

16.1 The city shall make available to eligible regular full-time employees and their eligible dependents, an insurance program that includes medical, dental and vision insurance and an employee assistance plan (EAP) benefit. This insurance program includes:

1. **Medical Insurance.** Employees may choose between the following medical plans: Association of Washington Cities ("AWC") High deductible Healthcare Plan (HDHP) or Kaiser Permanente HDHP. A Summary Plan Description (SPD) and benefits of these HDHP's are attached in Addendum B-1.
2. **Dental Insurance.** Employees may choose between the following Dental Insurance plans: AWC Delta Dental Service Plan F or Willamette Dental Active Plan 1.
3. **Vision Insurance.** Vision insurance is provided by the City through the AWC Vision Service Plan (\$25.00 deductible) or Kaiser Permanente.
4. **EAP Benefit.** An Employee Assistance Program is provided by the City.

16.2 **Payment of Premiums and Medical Expenses**

a) For all eligible regular employees and eligible dependents, the City will pay 100% of the premium costs of benefits specified in the previous section.

b) Effective Jan. 1, 2013, the City will fund a notional Health Reimbursement Arrangement (HRA) to cover claimed out-of-pocket deductibles.

c) An HRA/VEBA incentive of either \$125.00/month for single employees or \$250.00/month for employees with one or more dependents is provided to cover out-of-pocket deductibles. This HRA fund will be drawn down by any claimed deductible medical expense payments during the calendar year. Any HRA funds remaining in the account of the employee as of April 1 of the following year will be transferred to the employee's personal VEBA account.

d) After the deductible is satisfied, the City will pay 100% of the employee's co-insurance amount of the allowed and covered medical expenses per the SPD, over the deductible amount but less than the out-of-pocket maximum, when the employee is the only family member covered by City provided medical insurance.

e) Effective October 16, 2017, after the deductible is satisfied, the City will pay 90% of the employee's co-insurance amount of the allowed and covered medical expenses per the SPD, over the deductible amount but less than the out-of-pocket maximum, when the employee and one or more eligible spouse/dependent(s) is covered by City provided medical insurance benefit.

f) Covered medical expenses per the SPD, greater than the out-of-pocket maximums, will be paid at 100% by the HDHP.

g) Claims, billings, refunds and account balances will be managed by a Third Party Administrator (TPA) selected by the City.

16.3 **Changes to Health Insurance Plans**

(a) In the event that the provider adopts benefit changes to the health insurance plans specified in this Article during the term of this Agreement, such changes will automatically be incorporated in to this Agreement. If the changes significantly reduce the benefit or requires additional contribution by the employee, the employer agrees to bargain the impact of the change.

(b) The City may change health insurance plans during term of the Agreement provided that any replacement plan provides substantially equal or better benefits.

(c) Status Quo Insurance Options. The Union and the Employer are in agreement that if the parties have not arrived at and concluded negotiations for a successor agreement for 2019 and beyond, the Employer will have the choice of continuing the HDHP/HRA for 2019 and beyond OR reverting back to the 2012 AWC and Kaiser health plans designs and premium formulas but based on the current year rates for the appropriate calendar year.

16.4 The City shall provide public liability insurance protecting all employees against claims for damages arising out of the performance of the employee's duties.

16.5 Retirees and/or retiree's spouse will be allowed medical benefits under the provisions of COBRA and any retiree plans offered by the city's medical providers.

16.6 **Life Insurance.** The City will provide a life insurance benefit to eligible employees in the amount of \$50,000.

16.7 **Long Term Disability (LTD).** Long-Term Disability is provided. An equivalent of 0.00288 of each employee's monthly base salary, per Addendum B, shall be deducted from payroll and payments made to the carrier for long-term disability. Effective The City will increase employee's base salary by the same amount (0.00288 of base salary) to offset the cost to employees.

16.8 **VEBA.** Employees that choose to be insured under a medical plan as a dependent (i.e. insured via a spouse's medical insurance plan), upon providing proof of said insurance coverage he/she can elect to receive \$750.00 per month City paid contribution into a City sponsored Voluntary Employee Benefit Association (VEBA) account in lieu of enrolling in the City's medical insurance coverage program. Provided that at no time the number of Local 828 employees electing VEBA will exceed their percentage representation within the total employee census. This clause is to ensure that the Local's standing in the AWC Trust is not harmed. Underwriting rules prohibit more than 25% of employees from opting out of medical coverage. The City will recalculate this number each year based on Local 828 employee census on September 30. The union president will be notified annually of the maximum number of employees who may enroll in VEBA. If the number of employees reaches the maximum, no new Local 828 employees will be allowed to elect VEBA until the number of participating employees is below the maximum pro-rated amount.

16.9 **Medical Expense Reimbursement Plan (MERP).**

16.9.1 Effective January 1, 2017, the City shall make monthly MERP contributions in the amount of seventy five dollars (\$75.00) to each member of the bargaining unit. One Hundred Fifty dollars (\$150.00) per month shall be deducted from each employee on a pre-tax basis via payroll and contribution made monthly to the Washington State Council of Fire Fighters Medical Expense Reimbursement Plan (MERP). Such trust fund shall be used to pay health insurance premiums for eligible future retirees.

16.9.2 Any and all administrative and reporting requirements and responsibilities to the Trust shall be the sole responsibility of the Union and its members and not the City. The Union will defend and hold the Employer harmless out of any liability that may arise out of MERP.

16.10 **Benefits Committee.** The parties agree to participate in a Citywide employee/labor/management benefits committee. One member from each labor group will sit on this committee along with five non-represented employees (to include management). The purposes of the committee shall include:

- To seek ways to control health care expense.
- To provide means for increased employee education about insurance benefits and a means for employee input into insurance benefits carriers and plan design.
- The committee's purpose is educational and exploratory only and the committee cannot bind the city or the respective unions to any decisions or course of action.

Article 17 – Industrial Insurance

17.1 LEOFF II Supplemental Coverage

17.1.1 **Disability Leave Supplement.** When a LEOFF II employee becomes sick or injured, on the 6th day of disability for an on the job illness or injury he/she is entitled to a supplemental payment in addition to Worker's Compensation that will result in the same pay as for full time active service for a period of six (6) months. The supplemental payment will be funded one-half by the City and one-half by the employee's sick and other leave. If the employee's leave is exhausted, the City's portion will continue to be paid.

17.1.2 During the first six (6) months of disability, the employee shall receive all benefits provided in whole or in part by the City.

17.1.2 The City follows RCW 41 when computing the disability leave supplement. The City also agrees to coordinate benefits; however, consistent with RCW 51 at no time will an employee receive more than 100% of his/her salary.

Article 18 - Modified Duty, LEOFF II Employees

18.1 Upon submission of medical documentation indicating that a LEOFF II employee is temporarily unable to perform his/her full range of duties due to injury or illness, the Fire Chief shall assign the employee to any available and medically appropriate modified duty.

18.2 Modified duty assignments shall be made in accordance with the employee's work restrictions, as determined by the attending physician. Such assignments shall contribute in a meaningful and identifiable way to the mission and function of the Fire Department; and shall not be unreasonably withheld from a LEOFF II employee.

18.3 Employees on modified duty shall be assigned, at the discretion of the Fire Chief, to work a standard, forty (40) hour per week schedule of five (5), eight (8) hour days, or any other legally permitted alternative work schedule, e.g., a "4/10" or "9/80" schedule, depending the nature of the modified duty assignment and the employee's work restrictions.

18.4 Employees who have been released by the attending physician to work modified duty for fewer than 40 hours per week may be required to use accrued leave time, or be on a leave without pay, in conjunction with modified duty, but otherwise shall suffer no reduction in pay and benefits while on modified duty.

18.5 A detailed physician's report shall be submitted to the Human Resources Department prior to the assignment of modified duty, and after subsequent follow-up visits to the physician. Each status report shall include, at a minimum, (1) the type(s) of work the employee is able to perform, and/or unable to perform; (2) the number of hours per day, and/or schedule, the employee is able to work; and (3) an expected date the employee may be able to return to full duty, if such a date can be determined.

18.6 Modified duty assignments shall be temporary in nature. Once the employee has been medically determined to be fit to return to full duty, that employee shall be returned to the position and duty shift to which he was assigned prior to the injury or illness, unless the employee has been promoted in the interim.

- 18.7 If there is any question concerning the employee's fitness for full duty, the Fire Chief may require the employee to undergo an examination by a qualified and licensed physician to be selected by the City.
- 18.8 Employees on modified duty shall not count against minimum staffing requirements.

Article 19 - Personnel Files

- 19.1 The personnel files are the property of the employer. The employer agrees that the contents of the personnel files, including the personal photographs, shall be confidential and shall restrict the use of information in the files to internal use by employer.
- 19.2 This provision shall not restrict such information from becoming subject to due process by any court or administrative tribunal and shall be consistent with current State law. It is further agreed that information may be released to outside groups subject to the approval of both the employer and the employee; provided, that nothing in this section shall prevent an employee from viewing his/her original personnel file in its entirety at times mutually agreed upon between the employer and the employee.
- 19.3 Notification shall be given the employee within ten (10) calendar days of any additions to the personnel file by the employer that are evaluative in nature, and written notification shall be given within ten (10) calendar days for additions which are disciplinary in nature.
- 19.4 Access to the personnel file shall be limited to employee and employer. Removal of items from the personnel file shall be by mutual consent of the employee and the employer.

Article 20 - Safety

- 20.1 The City shall continue to make reasonable provisions for the safety and health of its employees.
- 20.2 Each shift will be allowed to have periodic safety meetings during their regular work shift. The subjects of discussion at safety meetings shall be restricted to safety-related matters.
- 20.3 The City, recognizing the importance of Firefighter safety and the safety of the citizen for whom they serve, agree to provide the following minimum staffing levels at all times:
- (1) a minimum of nine (9) line personnel on duty per shift;
 - (2) a minimum of three (3) line personnel assigned to each engine company;
 - (3) a minimum of three (3) line personnel shall be assigned to each truck company; and
 - (4) a minimum of two (2) line personnel shall be assigned to each rescue company.

The Union, recognizing budgetary constraints, agree to supplementary staffing of no more than one (1) Student Intern Firefighter per engine company and two (2) Student Interns per truck company, which will allow for a customary, safe staffing level of four (4) personnel per engine company and five (5) personnel per truck company.

20.4 The above minimum staffing levels, excluding Student Interns, shall consist exclusively of Union personnel. Union personnel at the "Recruit Firefighter step" will be excluded from minimum staffing levels until such time as they have met department performance standards and advanced to the "Probationary Firefighter" step of the Firefighter salary schedule.

20.5 Due to the necessity of maintaining minimum staffing levels, it is hereby required that off-duty personnel of the Fire Department, at the direction of the shift Battalion Chief or Acting Battalion Chief, shall replace such absentee(s) in any number necessary to maintain the above staffing levels. Any such employee working a replacement shift in addition to that regularly assigned shall be compensated in accordance with the regular overtime provisions of this Agreement.

20.6 **Workplace Violence.**

In the interest of maintaining a workplace that is safe and free of violence, except as hereinafter provided, possession or use of dangerous weapons is prohibited on City property, in City vehicles, or in any personal vehicle, which is used for City business.

Exceptions to dangerous weapons prohibitions are listed below:

Individuals covered by this bargaining unit agreement may possess firearms on City property if:

20.6.1. Engaged in military or law enforcement activities

20.6.2 In the event an employee request to bring a weapon onto City property as a result of participating in recreational activities either directly before or after their work shift, (i.e. hunting, target shooting etc.), the following conditions must be met:

- A. All weapons shall be registered with the department shift supervisor.
- B. The weapon shall be rendered inoperable. (e.g. removal of the bolt or firing pin of a rifle, removal of a cylinder, slide, or firing pin of a handgun, or secured with trigger lock.) If the weapon cannot be rendered inoperable, the weapon shall not be allowed on City property.
- C. The disabled weapon shall be given to the shift supervisor, who will secure the weapon in an approved secure location such as gun cabinet, lock box, locked drawer etc. to which only the supervisor has access.
- D. The weapon shall be returned to the owner at the end of their shift and/or when they leave City property for the day.

Article 21 - Medical Aid Response

21.1 Emergency medical service will continue to be provided to the community. This service will be provided by Fire Department employees certified to a minimum of First Responder level of training, with the following conditions:

21.1.1 In the event the Emergency Medical Service Council requires a change in certification level, in order to operate a BLS unit, from First Responder to EMT;

Union members will become EMT certified within twelve (12) months of notification of such change. As a basis of comparison, this article assumes that the EMT level of certification remains at the January, 1991 level.

21.1.2 As a condition of employment, Shift Employees will maintain a level of medical response certification at a minimum of First Responder level (or EMT level under the conditions cited in 21.1.1 above).

21.2 Compensation for Medical aid response shall be that the City agrees to contribute to the Deferred Compensation Plan as outlined in Article 6.6.

Article 22 - Grievance Procedure

22.1 **Purpose:** The purpose of this procedure is to provide an orderly method for resolving grievances and there shall be no suspension of work or interference with the operations of the Employer. The parties agree that every effort should be made to resolve matters informally with the first level supervisor or others as appropriate, to settle disputes/grievances at the lowest possible level. The Union and/or grievant and the appropriate employer representative shall meet, if necessary to attempt to resolve the grievance at any step.

A grievance committee shall be formed consisting of three (3) members appointed by the Union at least one of which shall be from the past negotiating committee.

22.2 A grievance shall be defined to include only matters involving the interpretation, application or enforcement of the terms of this Agreement which includes any attached Addendums and Memorandums of Understanding (MOU).

22.3 The Union Grievance Committee shall have the duty to determine whether or not a grievance by the employees (or employee) exists. The provisions of this Article shall not be interpreted to require that the Union process any grievance through the grievance or arbitration procedure, which it believes, in good faith, lacks sufficient merit.

22.4 The parties grievance procedure is as follows:

Step 1: The apparent existence of a grievance should be presented by member(s) of the Grievance Committee to the employee's supervisor and the Administrative Battalion Chief or other Fire Chief appointee as soon as possible but not later than twenty-eight (28) days following the date of the occurrence or circumstances giving rise to the grievance. The Battalion Chief shall respond to the Grievance Committee within seven (7) calendar days from the initial discussion of the grievance.

Step 2: If the employee or Grievance Committee is not satisfied with the disposition of the grievance at Step 1, the Grievance Committee shall present the grievance to the Chief within fourteen (14) calendar days of receipt of the response at Step 1. The grievance shall be presented in writing to include the following 1) the statement of the grievance and the facts upon which it is based; 2) a statement of the specific provisions of the Agreement alleged to have been violated, misapplied, or misinterpreted; 3) the manner in which the provision is purported to have been violated, misapplied, or misinterpreted; 4) the date, or dates, on which the alleged violation, misinterpretation or misapplication occurred; 5) the specific remedy or adjustment sought; and 6) the

signature of the member(s) of the Grievance Committee. The Chief or his/her designee shall respond in writing to the grievance within seven (7) calendar days.

Step 3: If the employee or Grievance Committee is not satisfied with the disposition of the grievance at Step 2, the Grievance Committee shall submit the written grievance, along with a written statement from the Grievance Committee, to the City Manager within fourteen (14) calendar days of the Fire Chief's decision. The City Manager, or his/her designee, shall respond in writing to the grievance within fourteen (14) calendar days.

Step 4- Mediation: In the event the grievance is not resolved within fourteen (14) calendar days of the City Manager's decision and the Union wishes to pursue it further, the parties shall submit the grievance to mediation. Either party may waive the mediation step and move to Step 5. Notification of the decision to waive shall be given to the other party within seven (7) calendar days. If the parties agree to use this step, the parties shall request the Washington Public Employment Relations Commission to assign a mediator to meet with the parties to attempt to reach a resolution of the grievance. The mediator shall have no authority to direct or require a specific resolution of the grievance, but will work with the parties to explore the merits of the grievance and possible resolution of it. Either side may terminate mediation at any time after fourteen (14) calendar days from first mediation meeting.

Step 5 - Arbitration: In the event the grievance is not resolved through mediation and the Union wishes to pursue it further, it shall within fourteen (14) calendar days of receipt of the notice of completion or termination of mediation at Step 4, refer it to arbitration. If mediation is not used, the Union shall have fourteen (14) calendar days from receipt of the Step 3 response to refer the matter to arbitration. Such referral shall be in writing, delivered to the Chief, with a copy sent to the City Human Resources Department. The parties, within fourteen (14) calendar days of the request for arbitration, shall attempt to agree on a mutually acceptable arbitrator. If unsuccessful the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) arbitrators, from which the parties may select one (1). The representatives of the City and Union shall alternately eliminate the name of one person from the list until only one name remains, with the parties flipping a coin to see which party strikes the first name from the list. The last name left on the list shall be the arbitrator. The cost of the list will be equally borne by both parties.

- 22.5 It shall be the function of the arbitrator to hold a hearing at which the parties may submit their cases concerning the grievance. The arbitrator shall render his/her decision based on the interpretation and application of the provisions of the agreement within thirty (30) calendar days after the close of such hearing. The decision shall be final and binding upon the parties to the grievance provided the arbitrator shall have no power to add to, subtract from or otherwise modify or amend any terms of this Agreement. Expenses for the arbitrator's services shall be borne equally by both parties, but each party shall be responsible for any other expenses incurred by it in connection with the arbitration proceeding, including attorney fees.
- 22.6 The steps set forth in the grievance procedure contained in this Article shall be followed unless the Chief and the Grievance Committee Chair agree in a particular case that the procedural steps and/or time limits should be modified. Any agreement to modify the procedural steps and/or time limits shall be in writing. In the event that no provision is made to modify any procedural steps and/or time limits, failure of the grievant and/or the Union to comply with such steps and/or time limits shall be treated as final disposition of the subject matter of the grievance against the grievant. Failure by the City and/or

Department to comply with a specified procedure or time period shall serve to automatically move the grievance to the next step.

- 22.7 Electronic or mechanical recorders are allowed during meetings involving grievances, unfair labor practices, or disciplinary action unless mutually excluded.

Article 23 – Uniforms & Clothing

- 23.1 All protective clothing and equipment as required by the Washington Vertical Safety Standards for Fire Fighters and other applicable statutes shall be supplied and cleaned at no cost to employees covered under this Agreement.
- 23.2 The City shall furnish uniforms, as determined by the Fire Chief, to new employees as soon as possible after the employee's date of hire.

Article 24 – Emergency Response Requirement

- 24.1 For the purpose of emergency response, as outlined in Article 9.8, employees hired after November 1, 1998 shall, as a condition of employment, maintain a bona-fide residence within the zip codes specified in Addendum F.

Article 25 - Promotions

- 25.1 All promotions to positions within the bargaining unit shall be made solely on merit through an open, competitive examination process. Examinations shall fairly, objectively, and comprehensively test for qualifications of a given position, in accordance with the Longview Civil Service Rules. The choice of examination methods and the various weights given to each component of examinations shall be replicated as closely and as consistently as possible to insure maximum uniformity.
- 25.2 Announcements for promotional examination shall be conspicuously posted in each fire station a minimum of fourteen (14) days prior to the closing date for applications. Applications received after the closing date will not be considered. A description of the subject matter to be covered by each component of the testing process, and the weight given to each component, shall be provided and posted with the announcement.
- 25.3 Testing of candidates shall be no less than forty-six (46) days after the closing date for applications. Test reference materials that are applicable to the examination shall be maintained by the Employer and shall be available to those employees who wish to prepare for the examination. Only candidates with cumulative score of 70% or higher shall be considered for promotion.
- 25.4 Test scores shall be compiled and distributed to candidates within a reasonable time after testing date. Candidates shall be allowed a period of four (4) business days following the distribution of the scores, and prior to the posting of candidates scores, to inspect their summary score sheets for any of the various components of the testing process. Candidates shall be prohibited from reproducing the documents inspected.

- 25.5 After an employee accepts a promotion to positions within the Longview Fire Department, the employee shall be allowed to revert back to their previously held position within the bargaining unit for up to twelve (12) months.

Article 26 - Personnel Reduction

26.1 Notice of Personnel Reduction

26.1.1 The City shall notify the Union of the need to reduce the number of personnel within the bargaining unit at least sixty (60) days prior to the effective date of a lay-off. The notice shall disclose the number of positions and the rank or classification to be affected.

26.1.2 Each affected employee reduced in rank or laid off as a consequence of a reduction in force shall be given written notice at least forty-five (45) days before such action is to occur. A copy of the notice shall be sent to the Union.

26.2 Seniority - All personnel reductions shall be established by seniority in the Longview Fire Department. Seniority and continuous service shall be defined as follows:

26.2.1 Continuous Service: The continuous length of time an employee is employed with the City of Longview less any periods of time the employee is in a non-paid leave status for thirty (30) or more calendar days. The employee's seniority date shall be adjusted by one calendar month for each thirty (30) day period of unpaid leave.

26.2.2 Seniority in Department: The length of continuous service in the employ of the Longview Fire Department.

26.2.3 Seniority in Rank: The length of continuous service in a line supervisory position of the Longview Fire Department (i.e. Captain, Lieutenant).

26.2.4 Seniority in Classification: The length of continuous service spent in line position and/or job classification, which holds no rank or supervisory responsibility.

Seniority dates shall be established from the date that the employee was hired in the department or promoted to the rank or classification. In the event of a tie in seniority, the tie shall be broken on the basis of entrance or promotional examination score as applicable.

26.3 Order of Lay-off - In the event a personnel reduction is necessary, the reduction shall proceed in the following order:

- (a) Employees shall be laid-off in the reverse order of department seniority; the most junior employees within the bargaining unit shall be laid-off first, without regard to rank or classification.
- (b) In the event that personnel reduction results in a need for a redistribution of employees from superior ranks to lesser ranks, such reductions shall be accomplished by reducing in rank those employees with the least tenure in the effected rank.

- (c) In the event of reduction in rank, employees shall only be eligible to bump personnel from positions that were held previously by the employee reduced in rank, and for which they have rank or classification seniority as described above.
- (d) Any employee who feels they have been improperly laid-off shall have the right to appeal their lay-off through the grievance procedure.

26.4 **Recall of Personnel** - Employees on layoff shall be recalled according to seniority, provided that those recalled have demonstrated ability and qualifications to serve in the classification in which the opening exists and the employee meets LEOFF II medical standards as required under the RCW's. No new employees shall be hired until all laid-off employees have been given an opportunity to return to work. All personnel reduced in rank or classification shall be reinstated to the position held prior to the promotion of others. Employees shall be reinstated with seniority acquired prior to lay-off.

26.4.1 The Union shall cooperate with the City in maintaining a list of addresses of employees who have been laid off. The City shall send notice of recall to the employee at their last known address by certified mail with a return receipt requested. If any employee fails to respond to the notice within fourteen (14) calendar days from the date of mailing of the notice of recall, that employee shall be considered to have terminated their employment with the City, shall cease to have seniority, and the employee's name shall be removed from the recall list.

26.4.2 In the event that an employee is unable to report to work as a result of a bona fide physical or mental condition, the employee's name shall not be removed from the list nor shall the employee be considered to have quit or cease to have seniority, but rather shall, in the event the City determines that it cannot await their return, be passed over for recall purposes until the next issuance of notice of recall, provided that the employee shall provide the City with notice within fourteen (14) calendar days of their inability to return to work. It is recognized that the City may require the substantiation of the illness or injury alleged to be the cause of failure to report pursuant to the recall notice. If the substantiation is not submitted to the City within seven (7) calendar days of the receipt of the City's request for substantiation without reasonable cause for any delay in so providing, and in further event that any such substantiation does not reasonably support the employee's alleged illness or injury, then the loss of seniority and recall rights shall be imposed.

26.4.3 Recall rights for any employee shall expire thirty (30) months from the date of layoff. Written notice of expiration or loss of recall rights shall be sent to the employee at their last known address by certified mail with return receipt requested.

Article 27 – Disciplinary Actions

27.1 Employees shall not be disciplined or discharged without just cause.

27.2 The following progressive corrective or disciplinary actions may be imposed: (a) counseling; (b) training; (c) verbal reprimand (d) written reprimand; (e) suspension; (f) demotion; and (g) termination of employment. Prior to imposing disciplinary action, an investigation may be conducted, and the employee subject to the disciplinary action may be placed on administrative leave, i.e., temporary leave with pay, pending completion of

the investigation. Disciplinary action shall be taken in a timely manner after completion of the investigation.

- 27.3 During the probationary period, a newly hired employee may be terminated at any time without cause. Newly hired probationary employees, may be disciplined and the employee shall be provided an opportunity for response; however, they shall have no recourse for the disciplinary action through the appeal or grievance process.
- 27.4 Employees shall be notified of intent to take disciplinary action and shall be provided an opportunity to respond prior to the action. The type of notice depends on the nature of the proposed disciplinary action. For counseling and verbal reprimands, the notice is implicit in the action. Written reprimands shall be discussed with the employee, and the employee shall be provided an opportunity for written rebuttal, i.e., the employee may submit a written rebuttal to be placed in his/her permanent personnel file along with the written reprimand. Employees subject to disciplinary action involving suspension, demotion, or discharge shall be provided with the following before final action is taken:
- (1) Written notice of the proposed disciplinary action, including the reasons for the action, and the rules, regulations, policies, or laws which are alleged to have been violated;
 - (2) an opportunity to review any documents or materials upon which the proposed action is based;
 - (3) a disciplinary hearing shall be held within 5 business days of receipt of the notice of intent to take disciplinary action, the employee may respond in writing prior to the hearing or verbally at such time, to the charges made; and
 - (4) an opportunity to be represented by a Union representative, or anyone else of the employee's choosing, during any verbal response to the proposed disciplinary action.
- 27.5 A suspension, demotion, or discharge may be appealed in accordance with Article 22, Grievance Procedure, such appeals shall begin at Step 3 of the procedure. Alternatively, the disciplinary action may be appealed to the Civil Service Commission in accordance with Section 13 of the Civil Service Rules of the City of Longview. The employee's selection of one avenue of appeal shall preclude the use of the other.
- 27.6 Disciplinary materials at the level of written reprimand or higher shall be maintained in the official personnel file of the employee. Access to personnel files shall be limited to the employee, his authorized representative, officials of the City who have a legitimate business need for access of as required by state or federal laws.
- 27.7 Disciplinary materials shall be removed from personnel files in accordance with the following schedule:
- 1) *Written Reprimand*: A written reprimand will remain in the employee's personnel file for no more than eighteen (18) months, in the absence of similar misconduct during that period. At any time after six (6) months, the employee may petition the Chief for the removal of a written reprimand.
 - 2) *Suspension Without Pay*: A record of suspension without pay of equal to or less than 48 hours (40 hours for day personnel) will be removed from an employee's personnel file after thirty six (36) months, in the absence of similar misconduct

during that period. At any time after twelve (12) months the employee may petition the Chief for the removal of a suspension without pay.

A record of suspension without pay greater than 48 hours (40 hours for day personnel) will be removed from an employee's personnel file after forty eight (48) months, in the absence of similar misconduct during that period. At any time after eighteen (18) months the employee may petition the Chief for the removal of a suspension without pay.

- 3) *Demotion*: A record of disciplinary demotion will be removed from an employee's personnel file after sixty (60) months, in the absence of similar misconduct during that period. At any time after twenty four (24) months the employee may petition the Chief for the removal of a demotion.
- 4) *Termination*: A notice of termination will remain in the employee's personnel file as long as the file exists.

Article 28 - Union Business

28.1 Payroll Deductions

28.1.1 Upon being furnished written authorization cards signed by each employee, the City shall deduct Union dues and initiation fees from the pay of the employee. The City shall deliver this sum to the Secretary/Treasurer of the Union, or to a Union-designated banking institution.

28.1.2 In the event an employee does not receive a check or the check is not large enough to satisfy the dues or fees because of emergency due to illness, curtailment of employment, leave of absence, or layoff from employment in accordance with the Civil Service Commission's rules or regulations, no deductions shall be made from the employee's pay for that month.

28.1.3 Administrative Charge: The employer is authorized to charge the Union a service fee of Three Dollars (\$3.00) per employee each time the Union changes the schedule of Union dues and initiation fees in excess of once per year. The Union shall remit the appropriate amount to the Human Resources Department by the tenth day of the month in which notice of the Union dues or initiation fee change is received by the Employer.

28.1.4 The Union agrees to indemnify and hold harmless the City for any claims arising out of the City's activities to enforce the provisions of this Article.

28.2 **Union Business Leave**: Upon forty-eight (48)-hour written request, the Chief or his/her authorized representative may grant up to three (3) Union representatives time off from regularly scheduled duty, without loss of pay or benefits, for the purpose of participating in scheduled collective bargaining negotiations with City officials. Union representatives shall be defined as personnel elected or appointed by the Union. Granting or approval of time off shall not be unreasonably withheld. The City, at its option, may waive the written notification. The Chief or his/her authorized representative retains the right to rescind such release time for emergency response.

28.3 Space for Union Business

- 28.3.1 The City shall provide space for a bulletin board at least equal to that now provided at the Main Station. The City shall provide space for a bulletin board at the space available next to the existing bulletin board at Station 82.
- 28.3.2 Notices posted on the bulletin board shall be limited to official Union notices and shall not contain any defamatory or obscene material.
- 28.3.3 The City shall provide space for three legal size file cabinets, one of which may be placed at Station 82, to be used exclusively by the Union for its own business.

28.4 Use of City Facilities, Tools, Utilities, and Consumables

28.4.1 The City will allow the use of its copy machines and computers for Union business under the following conditions. City supplies shall not be used in conjunction with Union business; however, the use of City copy paper is allowed as long as the Union reimburses the City at the standard rate of \$0.10 per copy. City computers may be used for Union business on stand down time as long as any information generated is stored on a disk and removed from the computer.

If City office equipment is not available for Union use for whatever reason, the City is in no way obligated to provide alternate equipment for Union business.

28.4.2 During stand down time, Union members are permitted to conduct Union business in available space in the Fire Stations.

28.4.3 Union members shall be permitted to use City facilities, tools, and utilities for personal projects during stand down time. These projects are defined as those that could be completed at a given member's residence, and would be, if the member were not on-duty and physically present at the Fire Station.

28.4.4 The City recognizes that Union members have used their personal tools, skills, and knowledge in the past to complete projects that benefit the City. The Union, in turn, recognizes that the City may request Union members to volunteer the use of their personal tools, skills, and knowledge in the future to work on projects that benefit the City.

28.4.5 Union members will use their own supplies to complete personal projects during stand down time, i.e., City supplies will not be used even if the Union member is using City facilities, tools, and utilities to complete a project. However, the use of City copy machines is allowed as long as the Union member reimburses the City at the standard rate of \$0.10 per copy. City supplies shall not be removed from the Fire Station for use on a Union member's personal project.

28.4.6 The use of Fire Station parking lots for storage of personal vehicles is not permitted without express permission of the Fire Chief or designee.

28.4.7 Permission to use City facilities, tools, or utilities on personal projects of an unusual or extraordinary nature requires the prior approval of the Fire Chief.

28.4.8 Subject to the discretion of the company officer, personnel may leave the station on Department apparatus for food and supplies.

28.4.9 At the request of the crew, and subject to supervisory approval, a crew may attend special community and sporting events held in the City of Longview. Consideration for attendance shall include providing first aid and response assistance.

Article 29 - Successor Clause

29.1 This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein, contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

Article 30 – Savings Clause

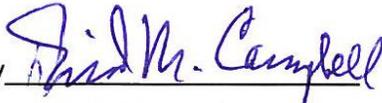
30.1 The provisions of this Agreement are declared to be severable and if any section, subsection, sentence, clause or phrase of this Agreement shall for any reason be held to be invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clauses and phrases of this Agreement, but they shall remain in effect, it being the intent of the parties that this Agreement shall stand, notwithstanding the invalidity of any part.

Article 31 – Duration of Agreement

31.1 This Agreement shall be in full force and effect from January 1, 2017 to December 31, 2019. This Agreement may be amended at any time by mutual agreement of both parties. This Agreement shall remain in effect during negotiations for a successor Agreement and shall continue to remain in full force and effect until such time as a new Agreement is ratified.

Dated this 3rd of October, 2017

City of Longview

By 
David M. Campbell, City Manager

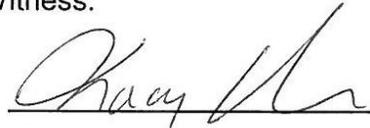
International Association of Fire Fighters, Local, 828

By  10/3/17
Justin Noel, President

Witness:

 10.3.17
Chris Smith, HR Director

Witness:

 10/3/17
Kacy Clark, Trustee

 10-5-17
Phil Jurmu, Fire Chief

ADDENDUM A

Contract Definitions

Bereavement Leave or Death in the Family: Time that employees may take as specified in the labor contract in the event of death of a spouse, grandmother, grandfather, mother, father, son, daughter, brother, sister, mother-in-law, father-in-law, stepson, stepdaughter, stepfather, stepmother, aunt, uncle or grandchild. This time is not counted against accumulated leave balances.

Contracted Service Area: An organization or service area located outside the city limits with which the City has contracted to provide fire suppression services.

Contracted Service Area Training: Training that is provided to fire suppression personnel based on contractual arrangements with contracted service area organizations. The department is reimbursed for training conducted as stipulated in each service area contract.

Day Employees: Employees who are assigned to a 40-hour work week.

Emergency Overtime: When an employee is required to work beyond the end of his/her normal workday or shift for an emergency, or is called in prior to the beginning of his/her normal workday or shift for an emergency.

Fair Labor Standards Act (FLSA): Federal legislation that directs employers on the administration of established work periods and requirements to pay overtime for non-exempt employees. Contains a specific 7K exemption which may applied to public safety personnel and provides for scheduling outside the 40 hour work period.

FLSA Work Period: The period of time designated for specific groups which determines the threshold for computing overtime. Any hours worked above the maximum allowed in an FLSA work period are overtime compensable.

Jury Duty Leave: Time off that employees may use when assigned to jury duty which does not count against accrued leave balances.

Kelly Days: A shift that is scheduled off within an FLSA work period for staff covered under the 7K exemption. Kelly Days enable the employer to maintain the number of hours allowed within the work period and avoid incurring unnecessary overtime liability.

Law Enforcement Officers and Fire Fighters Retirement System-1 (LEOFF-1). Washington State mandated retirement system for law enforcement officers and fire fighters hired before October 1, 1977.

Law Enforcement Officers and Fire Fighters Retirement System-2 (LEOFF-2). Washington State mandated retirement system for law enforcement officers and fire fighters hired on or after October 1, 1977.

Lay off: Termination based on elimination of a position due to budgetary limitations, reorganizations or other changes not related to the performance of an employee.

Modified Duty: A temporary assignment for an employee who is unable to perform his/her full range of duties due to injury or illness.

Off-shift-Non-callback Overtime: Incidents in which employees are off duty and happen upon emergency incidents within the City of Longview.

Regular Overtime: Time worked, in accordance with contractual agreements and Fair Labor Standards Act (FLSA), which exceeds the number of hours allowed in the designated FLSA work period. This time is compensable at one and one half times the regular rate of pay.

Sick Leave: A period of time, the purpose of which is to allow temporarily ill, injured, or disabled employees incapable of fully performing his/her job to remain away from their work without loss of compensation. In accordance with Washington Family Care Act, may also be used when an employee is required to care for a child with a health condition that requires treatment or supervision; a spouse, parent, parent-in-law, or grandparent who has a serious health condition or emergency health condition; or to care for children 18 years and older with disabilities.

Shift Employees: Employees who are assigned to 24/48 hour shift rotation.

Specialists' Assignments: Assignments for suppression personnel which require additional training, expertise, and specific call out availability requirements.

Stand Down Time: On-duty time during which active work assignments of fire suppression employees is limited to allow significant periods of rest while remaining on emergency response-readiness.

Structured Work Hours: Hours during the shift in which work may be performed as assigned by the Fire Chief and his/her designee. Examples of work assignments during structured work hours may include but are not limited to: drills, inspections, training, public education, fire safety instruction, physical fitness exercise programs, station cleaning, apparatus and equipment cleaning, and all other routine work.

Vacation Buy Back: Cash compensation provided to employees for unused portions of leave. The number of hours of vacation buy back are limited by agreement in the contract and are deducted from the number of available vacation picks for scheduling in the year.

Vacation Leave: An accrued benefit that provides employees time off. Special provisions for picking vacation time is detailed in the labor contract and is different for shift employees than day employees.

Witness Leave: Time off that employees may use when summoned to testify as a court witness on behalf of the Federal Government, State of Washington, or any county or municipality therein. Use of this leave does not count against accrued leave balances.

Working out of class: An employee works out of class when he/she is assigned to assume the major distinguishing duties of a position in a higher classification and/or to replace another employee in a higher classification and to perform a majority of the principle duties of that classification. Acting pay for performing work out-of-class is available for those employees who are qualified to work the out of class assignment.

ADDENDUM B

ADDENDUM C

Family Medical Leave, Extended Disability Leave, and Use of Temporary Employees

The parties agree to the following with regard to applicability of the City's Family Medical Leave policy to Local 828 members – all aspects of the policy will be applicable to those within the bargaining unit.

- 1) The Employee shall have time missed from work considered as official Family Medical Leave and will be required to utilize their paid leave accruals prior to being placed in an unpaid status. Accrued leave will be utilized in the following order: Sick Leave then Vacation Leave.

Further when an employee cannot perform their primary job functions due to their own serious health condition (*a qualifying FMLA event*) for a period extending beyond their eligible FML period, the parties agree:

In the event the employee remains unable to return to work due to their own serious health condition at the conclusion of their official FMLA period, as evidenced by proper medical certification, the City agrees to:

- 1) Continue the employer contribution towards health benefits in accordance with the stipulations indicated in the FML policy provided the employee does the same, not to exceed an additional twelve weeks beyond the employee's FML leave and only when such time is taken as consecutive leave.
- 2) Provide the employee with the same reinstatement rights for the extended leave period as articulated in the FML policy provided the additional time is taken as an extension of an official FML and the cumulative leave period does not exceed twelve consecutive months.

The parties agree that the City may use qualified Longview Fire Department Student Interns, as temporary employees to fill temporary vacancies within the bargaining unit as indicated herein.

- 1) For the purposes of this agreement, a temporary vacancy is defined as a vacancy that results when a regularly budgeted position is temporarily vacated due to an officially approved employee leave, as indicated in Article 12 of the labor agreement. Temporary vacancies are defined as lasting longer than twenty one days but not more than twelve 12 consecutive months in duration.
- 2) Temporary employees shall not acquire any civil service status and are excluded from the bargaining unit and the provisions of the labor agreement. However, work assignments, shift schedule, and emergency call back will be managed in accordance with the terms of this Agreement.
- 3) The City will compensate temporary employees at the Probationary Firefighter step.
- 4) Except by mutual agreement, regularly budgeted positions that are expected to be temporarily vacant for longer than 12 consecutive months will be filled through the regular employment process.

The parties agree that the City may hire student interns as temporary Firefighters which have completed 12 months of the internship with the Department and have successfully completed Phase II objectives of the Department's Student Intern Program. Objectives to be met in Phase II of the Student Intern Program are as follows:

- 1) Receive satisfactory monthly evaluations.

- 2) Successfully pass each Firefighters Essentials chapter tests with 80% or better score.
- 3) Successfully complete Firefighter I objectives as provided in the Firefighter I verification manual.
- 4) Successfully complete the WSP Fire Protection Competencies for Firefighter I Practical Skill Certification.
- 5) Successfully complete and pass an equivalent Firefighter I written and practical test, administered within the Department, with 80% or better score on the written exam.
- 6) Successfully complete Washington EMT-B certification.

ADDENDUM D

Re-organization Settlement and Memorandum of Understanding Between City of Longview and IAFF Local 828

This agreement effectively resolves disputes between the parties, including grievances and unfair labor practices, regarding the organizational changes made in the fire department and impacts thereof.

The parties agree to ensure operational efficiency and effectiveness that all department personnel must work together to accomplish projects and program responsibilities as assigned by management. Company officers in the 828 bargaining unit will be responsible for specific projects, assigned tasks, and daily shift operations as typically assigned to them, to include those identified below. Members of local 3375 will be responsible for directing and managing assigned programs and personnel matters and are held to a higher level of accountability and responsibility for overall department operations and efficiency.

- **Daily operations-** Coordinate and schedule work and facilitate the training needs for the companies.
- **Training-**Oversight of the training program for the department to include budget development and management, coordination of the Training Management Group to schedule, prioritize, and develop training programs.
- **Public Information-**Assist with the maintenance and development of departmental relationships with the news media. Facilitate public information education.
- **Special Operations-**Determine level of involvement and needs assessment for Special Operations. Develop programs and relationships with outside agencies needed to facilitate response. Coordinate training with assisting agencies. Develop budget and make equipment requests for Special Operations Program.
- **Industry Activities-**Maintain relationships with industrial contract representatives. Determine training needs and develop training plan with individual industries in accordance with applicable service contracts. Coordinate scheduling of facility training and tours. Monitor time spent on facility tours and track reimbursement billing.
- **Emergency Medical Program** – Develop OTEP schedules, and monitor OTEP training, and re-certification of line personnel. Administer Protocol testing of new employees. Monitor compliance of medical transport agencies with the City of Longview Medical Transport contracts and report billing numbers to finance.
- **Equipment Purchasing** – Coordinate and plan for purchasing of uniforms, fire fighting equipment, personnel protective equipment, and emergency medical supplies. Develop and monitor budget line items for equipment purchasing.
- **Fleet Replacement and Maintenance** – Coordinate and plan for equipment repairs and preventative maintenance. Develop and monitor budget line-items for apparatus maintenance and replacement.
- **Facility Maintenance and Replacement** – Coordinate and plan for facility repairs and preventative maintenance. Develop and monitor budget line-items for facility maintenance and replacement.

Acting Battalion Chief Duties:

All open and unfilled shifts for the position of Battalion Chief shall be filled by qualified department personnel as indicated herein:

1. If a temporary vacancy occurs at the rank of Battalion Chief, to minimize the need for overtime, the City will first endeavor to cover the vacancy via temporary schedule adjustments of qualified employees within the 3375 bargaining unit.
 2. If the vacancy still remains and a qualified employee from local 828 is available (on the shift with the vacancy) to work the assignment without resulting in overtime to be worked, they will assume the role of Acting Battalion Chief. If more than one qualified employee is available, the selection will be made in rank and seniority order.
 3. If the vacancy still remains, the overtime shift will first be offered to qualified employees from local 3375 and then to qualified employees from local 828 in rank and seniority order.
 4. If the vacancy still remains personnel from Local 3375 will be required to work the unfilled shift.
 5. The parties also agree to develop and implement a Battalion Chief qualification assessment process for interested department employees to determine their qualifications to perform acting Battalion Chief duties. Individuals that have performed acting Battalion Chief duties during the twelve months prior to the 23rd of April, 2003 will be exempt from the assessment process and shall be placed on the Acting Battalion Chief eligibility list. The parties recognize that an employee may be removed from a departmental eligibility list to perform acting duties if they are later deemed unqualified (based on demonstrated performance in the job) by the Fire Chief to perform the acting assignment.
- Qualified personnel assigned to perform Acting Battalion Chief duties shall receive a 29% premium based on the rate of Master Firefighter Step.
 - Randy Bradshaw will be grandfathered at rank/position of Captain and shall hold the rights & responsibilities associated with that position and receive future cost of living adjustments etc. provided in the collective bargaining agreement. Captain pay shall be 19% above Master Firefighter step. Upon vacating the Captain rank, the position will revert to the rank of Lieutenant and the rank of Captain shall be eliminated.

When the local 828 Officer rank changes to 9 Lieutenants, the first of the month immediately thereafter the Lieutenant and Fire Inspector pay shall be 14% above Master Firefighter step.

ADDENDUM E

Drug and Alcohol Free Workplace Policy

1. Policy. The City and the Union recognize that drug abuse by employees is a threat to the public welfare and the safety of department personnel. It is the goal of this Policy to eliminate or prevent illegal drug usage and abuse of legal drugs or alcohol at all times through education, treatment, and rehabilitation of the affected personnel, to the extent possible. The possession, manufacture, sale or use of unauthorized drugs and alcoholic beverages shall not be permitted at the City's work sites and/or while an employee is on duty.

2. Informing Employees about Drug and Alcohol Testing. All employees shall be informed of the drug and alcohol testing policy.

3. Prohibited and Controlled Substances. Drugs shall be defined as narcotics, depressants, stimulants, hallucinogens, cannabis, and alcohol substances whose dissemination is regulated by law or this policy. Over-the-counter and prescription drugs must be evaluated for potential side effects that may impair an employee's ability to work safely and effectively. Each employee is expected to inform his/her supervisor of any medications taken or prescribed if there is a reasonable cause to believe there will be impairment.

4. Employee Testing. Employees shall be subjected to pre-employment and reasonable suspicion drug testing. Supervisors will be required to have two hours of drug and alcohol substance abuse education prior to conducting any reasonable suspicion evaluations. Types of testing as defined below:

- 4.1 Post Offer, Pre-Employment Testing:** Applicants for all positions represented by IAFF Local 828 shall undergo urine drug testing prior to employment. Receipt of a negative drug result is required before hire into an IAFF 828 position.
- 4.2 Reasonable Suspicion Testing:** Employees are subject to drug and alcohol testing when there is reason to suspect impairment. Indications of impaired behavior or a substance abuse problem shall include the odor of alcohol on the breath, dilated or constricted pupils, abnormal behavior, or performance for that specific employee. Referral for testing will be made by supervisory personnel who are trained to detect the signs and symptoms of alcohol abuse. Such referral will only be made after consultation with the Human Resources Director or Fire Chief. The employee will be transported to the test site and a ride home will be arranged.

Employees who voluntarily come forward and ask for assistance in dealing with the drug and/or alcohol problem, prior to a positive drug or alcohol test, shall not be disciplined for that act by the City, unless he/she refuses the opportunity for rehabilitation.

5. Sample Collection. Workplace Wellness Services (WWS) shall perform the initial collection of samples. The laboratories collecting and performing testing shall be certified in accordance with and required to adhere to Substance Abuse & Mental Health Services Administration (SAMSHA) standards.

All samples shall be collected using the chain of custody procedures as established by SAMSHA. Urine samples will be submitted as per SAMSHA Standards.

Employees have the right to seek the presence of and consultation with Union or legal counsel prior to submission of the sample.

A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. All samples must be stored in a scientifically acceptable preserved manner consistent with SAMSHA Standards. The primary specimen of 30mls will be tested first and the second of 15 mls will be kept by the laboratory for at least one (1) year or for the duration of any grievance, disciplinary action, or legal proceedings, whichever is longer. At the conclusion of this period, the specimen shall be destroyed.

6. Drug Testing. The laboratory shall provide initial and confirmatory testing for substances and cutoff levels in accordance with SAMSHA Standards. The initial test shall use an immunoassay, which meets the requirements of the Health and Human Services (HHS) for commercial distribution. All specimens identified as positive on the initial test shall be confirmed using the gas chromatography/mass spectrometry (GC/MS) technique.

If confirmatory testing results are negative, all samples shall be destroyed after one (1) year by a SAMSHA certified laboratory. Positive testing results will be kept in the employee's confidential medical for five (5) years.

7. Alcohol Testing. Reporting for work with a blood alcohol level of .04% or higher shall be a basis for disciplinary action. A breathalyzer, or similar equipment, shall be used to immediately screen for alcohol use. The screening test shall be conducted on test equipment by an individual, both of which must be certified and meets the standards set forth in 49 CFR part 40, at WWS. An initial positive alcohol level shall be .05 grams per 210L of breath. Only specimens identified as positive on the initial test shall be confirmed using a BrAC (breath alcohol machine) followed with confirmation of dry gas for accuracy of the machine. Workplace Wellness breath alcohol machine meets NHTSA (national highway transportation safety administration) standards.

If the employee requests, a blood alcohol test may also be used to test for the amount of alcohol in the blood stream. The test shall be conducted by a Washington State qualified medical laboratory or hospital. Test samples, including split samples, shall be treated with the same degree of security and shall use the same chain of custody procedures as provided in the Washington Administrative Code (WAC) by the Washington State Patrol for blood alcohol testing. Test results shall be considered positive when the blood alcohol exceeds .04% or more. Test results below .04% shall be considered negative.

If such alcohol testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee's file(s).

8. Medical Review Physician. The Medical Review Physician, or "MRO", shall be chosen and agreed upon between the Union and the City. The Medical Review Physician shall be familiar with the characteristics of test (sensitivity, specificity, and predictive value), the laboratories running the tests, and the medical conditions and work exposures of the employees. The role of the Medical Review Physician will be to review and interpret the positive test results. He/she must examine alternate medical explanations for any positive test results. This action shall include conducting a medical interview with the affected employee, review of the employee's medical history, and review of any other relevant medical factors. The Medical Review

Physician must review all medical records made available by the tested employee when a confirmed positive test result could have resulted from legally prescribed medication.

9. Laboratory Results. The laboratory will release results of all drug screen test results to the Union and the City's agreed upon medical review officer. The MRO will release the results of all drug tests to the Human Resources Director or Risk Manager once he/she has completed appropriate review and analysis of the laboratory's test. The City will be required to keep the results confidential and it shall not be released to the general public.

10. Testing Program Costs. The City shall pay for all costs involving drug and alcohol testing, as well as the expenses involved of the Medical Review Physician, except for testing of split samples. The employer shall also reimburse each employee for their time, if off duty, and reasonable expenses including travel incurred in involving the initial testing procedure only. Secondary sample testing will be the financial responsibility of the employee.

11. Discipline. Employees who test positive for drugs may be subject to disciplinary action up to and including termination, depending upon the circumstances of the situation. Circumstances that would warrant termination include incidents where the employee's impairment resulted in loss of life, serious injury to self or others, or the serious loss or damage of property.

In cases where termination is not warranted, the employee involved who tests positive for drugs or alcohol may be offered rehabilitation.

12. Rehabilitation. Employees who enter a rehabilitation program may use accrued paid leave or be placed on leave without pay status as appropriate. Employees shall be evaluated by a licensed drug/alcohol evaluator. Participation by the employee in an approved treatment program is mandatory. Periodic progress reports from the attending counselor shall be provided to the HR Director stating the prognosis of the employee's return to his/her duty assignment. An employee undergoing treatment may not return to his/her regular duty assignment until receiving a written release from a medical provider. Employees who complete a rehabilitation program may be tested randomly once every quarter for the following thirty six (36) months.

Payment for treatment and rehabilitation is the employee's responsibility. However, it may be covered by the employee's insurance provider.

13. Duty Assignment After Treatment. Once an employee successfully completes rehabilitation, they shall be returned to their regular duty assignment, or other mutually agreeable position within the Fire Department.

14. Right Of Appeal. The employee has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that he/she may grieve in accordance with the process outlined in the CBA.

15. Changes in testing procedures. The SAMSHA standards that are referenced in this Agreement are contained in the Federal Register, Department of Health and Human Services, Alcohol, Drug Abuse, and Mental Health Administration. Should these standards be updated or changed during the life of this Agreement, the Employer and Union agree that the provision of Addendum F shall be based upon the latest SAMSHA standards in effect.

16. Conflict with other laws or City Policy. This article is in no way intended to supersede or waive any constitutional or other rights that the employee may be entitled to or legal obligations

that the Employer may have under Federal, State, or local statutes. This agreement takes precedence over City Policy for drug and alcohol testing.

17. Union held harmless. The Union shall be held harmless and indemnified, including the costs for reasonable attorney's fees, for the violation of any employee's rights by the Employer arising from the administration of the testing process.

ADDENDUM F

ZIP CODE LIST

Oregon	Washington
97016 East of 123°26' W and North of 46°04' N	98591 West of 122°49' W
97018	98593
97048 North of 46°02' N and East of 122°58' W	98596 East of Winlock-Vader Road (US-603)
97051 East of 122°54' W	98604 West of 122°31' degrees W
97054 East of 122°54' W	98611 (Castle Rock)
	98612 South of 46°14' N
	98625 (Kalama)
	98626 (Kelso)
	98629 (LaCenter)
	98632 (Longview)
	98642 (Ridgefield)
	98645
	98649 West of 122°38' W
	98674 (Woodland)
	98660
	98661 North of 4 th Plain and West of N. Grand Blvd
	98662
	98663 (North Vancouver)
	98665 (Hazel Dell)
	98685 (Felida)
	98686 (Salmon Creek)