

**COLLECTIVE BARGAINING AGREEMENT**

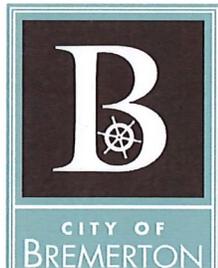
**BY AND BETWEEN**

**CITY OF BREMERTON**

**AND**

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**

**LOCAL No. 437**



**January 1, 2019 through December 31, 2021**

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**TABLE OF CONTENTS**

**TO THE**

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**AND INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 437**

**JANUARY 1, 2019 THROUGH DECEMBER 31, 2021**

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PREAMBLE.....	3
ARTICLE 1       NON-DISCRIMINATION.....	3
ARTICLE 2       RECOGNITION.....	3
ARTICLE 3       UNION DUES.....	4
ARTICLE 4       UNION ACCESS.....	4
ARTICLE 5       WAGES.....	5
ARTICLE 6       HOURS OF WORK.....	9
ARTICLE 7       OVERTIME.....	10
ARTICLE 8       VACATION LEAVE.....	14
ARTICLE 9       HOLIDAYS.....	16
ARTICLE 10      SICK LEAVE AND INDUSTRIAL DISABILITY.....	17
ARTICLE 11      OTHER LEAVE.....	23

---

ARTICLE 12	INSURANCE BENEFITS.....	24
ARTICLE 13	CLOTHING AND UNIFORM CLEANING ALLOWANCE.....	26
ARTICLE 14	PERSONNEL PRACTICES.....	27
ARTICLE 15	PROMOTIONAL EXAMS.....	31
ARTICLE 16	GRIEVANCE PROCEDURE.....	34
ARTICLE 17	REGIONAL FIRE AUTHORITY.....	36
ARTICLE 18	DRUG FREE WORKPLACE.....	36
ARTICLE 19	LABOR MANAGEMENT COMMITTEE .....	40
ARTICLE 20	PHYSICAL FITNESS PROGRAM.....	41
ARTICLE 21	TOBACCO FREE WORKPLACE.....	41
ARTICLE 22	DISCIPLINARY ACTION.....	42
ARTICLE 23	SEVERABILITY.....	42
ARTICLE 24	ENTIRE AGREEMENT.....	42
ARTICLE 25	TERM .....	42
APPENDIX A	PAY SCHEDULE	

**COLLECTIVE BARGAINING AGREEMENT  
BY AND BETWEEN  
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AND  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 437**

**January 1, 2019 through December 31, 2021**

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**PREAMBLE**

This Agreement is made and entered into pursuant to the provisions of RCW Chapter 41.56 by and between the City of Bremerton, a municipal corporation of the State of Washington, hereinafter known as the “City”, and the International Association of Fire Fighters Local No. 437, hereinafter known as the “Union” for the purpose of setting forth the wages, hours and working conditions which shall be in effect during the term of this agreement for employees included in the bargaining unit described in Article 2 below.

**ARTICLE 1           NON-DISCRIMINATION**

- 1.1    **NON-DISCRIMINATORY APPLICATION:** The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, religion, national origin, political affiliation, sexual orientation, mental, physical or sensory disability, unless based upon a bona fide occupational qualification.
- 1.2    **DISCRIMINATION ALLEGATIONS:** An employee who believes that he or she has been the subject of unlawful discrimination prohibited in Section 1.1. above shall seek relief through the appropriate local, state, or federal agency charged with investigating such matters, and shall not process such complaints through the Grievance Procedure of this Agreement.
- 1.3    **NON-DISCRIMINATION – UNION ACTIVITY:** The provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to Union affiliation or activity or lack thereof. The City and the Union shall each be responsible for complying with this provision. An employee who believes that he or she has been subject to discriminatory treatment prohibited by this provision may process such an allegation through the Grievance Procedure of the Agreement.

**ARTICLE 2           RECOGNITION**

- 2.1    The City recognizes the Union as the sole and exclusive bargaining representative for the purpose of negotiations concerning wages, hours and working conditions for all employees in classifications set forth in Appendix A, and such classification as may be added to the bargaining unit during the term of this Agreement by mutual agreement of both parties or by official action of the Public Employee Relations Commission if mutual agreement cannot be reached.

### ARTICLE 3                    UNION DUES

- 3.1     **DUES DEDUCTIONS:** The City will deduct monthly Union dues and initiation fees from the pay of those employees covered by this Agreement. Where laws require written authorization of the employee, the same shall be furnished in the form required by payroll. No deduction shall be made which is prohibited by applicable law. The City further agrees to make deductions for special union assessments one (1) time per calendar year from bargaining unit members at no cost to the union for administering such assessment. The City will transmit the total amount of deductions to the Union monthly. The union shall refund to the City any amounts paid to it in error upon written notification from the City.
- 3.2     **DURATION OF AUTHORIZATION:** Written employee authorizations will remain in effect during the term of this Agreement unless an employee revokes authorization by providing written notice to the City and/or the Union.
- 3.4     **INDEMNIFICATION:** The Union shall indemnify, defend, and hold the City harmless from any and all liability, claims, and suits initiated against the City resulting from the administration of this Article.
- 3.5     **UNION NOTIFICATION:** Within thirty (30) days or as soon as possible from the date of hire of a new eligible employee, the City shall forward to the Union the name, address, and telephone number of the new employee. The City shall promptly notify the Union of any Union employee leaving its employment.

### ARTICLE 4                    UNION ACCESS

- 4.1     **CONDUCT OF UNION BUSINESS:** Union business, such as handling grievances and other legitimate routine matters, may be conducted on Fire Department premises, provided that such business does not interfere with Fire Department operations and is authorized by the Fire Chief. Scheduled Union meetings may be held in Fire Department facilities provided that such meetings do not interfere with Fire Department operations.
- 4.2     **UNION REPRESENTATIVES:** The Union shall provide written notice to the City of the names of the officials authorized to represent the Union immediately upon their election or appointment. The City will provide reasonable access to City premises to such authorized representatives for the purpose of handling grievances and other legitimate Union business, subject to the conditions of Article 4.1, provided that such access does not interfere with the work and duties of Union employee representatives or other on-duty employees.
- 4.3     **UNION REPRESENTATIVES RELEASE TIME:** A Union member in the bargaining unit will be granted leave time while attending Union associated conventions, seminars, meetings, provided (1) he or she notifies the Chief or his/her designee in writing at least forty-eight (48) hours prior to the time off, (2) the Fire Chief or his/her designee determines it has sufficient employees available to staff the department during this time off, and (3) an employee called in to replace another employee, who is off on Union business, will receive straight time and/or overtime pay as required by this agreement. A Union member who has been granted leave to attend Union business may use any accumulated compensatory or annual leave in his/her bank for this time off.

4.3.1 **UNION LEAVE BANK:** Each member of the bargaining unit shall be assessed five (5) hours of compensatory leave (exempt or non-exempt) or accrued annual vacation leave on March 1<sup>st</sup> of each calendar year for the purpose of establishing and maintaining a union leave bank. The leave shall be deducted automatically from the employee's vacation bank. The union leave bank may be used by any member of the bargaining unit with prior written approval of the Union President, Vice President or their specified designee. The category of leave donated will be at the discretion of each member. This union leave bank may be used for any activity consistent with the lawful purposes of the union.

- Union leave must be approved by the President, Vice President, or in their absence, a specified designee;
- Union leave may be used in any increment;
- Union leave must be applied for 14 hours in advance of the leave taking place;
- Union leave will be charged at straight time for the first two employees that the Union has utilizing union leave or time and one-half for any over two that cause overtime.
- Union leave will be guaranteed, even if it is not otherwise eligible, under Articles 8.3, 8.5 or 8.7 of this agreement

The City shall produce a statement of all union leave expended upon request.

4.4. **UNION BULLETIN BOARDS:** The City will permit the Union to place one (1) bulletin board for Union use at a designated location at each fire station. No materials shall be posted except notices of meetings and elections, results of elections, changes in Union bylaws, notices of employee social occasions and similar Union notices, letters, and memoranda. The City shall provide a designated, mutually agreeable accessible and convenient location for installation of bulletin boards at each fire station. The Union will purchase uniform, jointly specified bulletin boards for each station. The bulletin boards will be for the exclusive use of the Union. Only those items specifically approved by the Union will be posted.

## **ARTICLE 5            WAGES**

- 5.1     Effective January 1, 2019, wages shall be as identified in Appendix A, which reflects an increase of 3% over 2018 rates.
- 5.2     Effective January 1, 2020, wages shall be as identified in Appendix A, which reflects an increase of 2.75% over 2019 rates.
- 5.3     Effective January 1, 2021 wages shall be as identified in Appendix A, which reflects an increase of 2.75% over 2020 rates.
- 5.4     When applicable, the CPI-W is applied to semi-monthly Firefighter pay at 100% (step 5). Step percentage and differential pay rates are calculated from said Firefighter 100% rate after annual CPI-W is applied. CPI-W will be calculated out to three (3) decimal places. Longevity pay rates are calculated from the base differential rate at 100%. Published hourly wages are estimates and actuals may vary (due to penny rounding) and will be calculated by the City payroll software system.

5.5 **PAY DIFFERENTIALS:**

Pay Differential	Effective 1-1-2019	
	Shift	Non-Shift
Paramedic Trainee	60%	
Firefighter @ Step 1	70%	-
Firefighter @ Step 2	75%	-
Firefighter @ Step 3	85%	-
Firefighter @ Step 4	90%	-
Firefighter @ Step 5	100%	-
Firefighter/Ladder Truck & Rescue Boat Operator	102%	
FF Mechanic or SCBA	104%	-
Firefighter Paramedic	112.5%	-
FF/Paramedic Continuous 10+ yrs	115%	-
FF/Fire Prevention	-	115%
Lieutenant	115%	121%
Captain - Station	124%	-
Fire Marshal	-	130%
Medical Officer - Captain	124%	130%
Battalion Chief - Training	-	142%
Battalion Chief - Shift	136%	-

Appendix “A” for Firefighter/Paramedic includes a sixth (6<sup>th</sup>) step. To be eligible for this step the employee must have completed ten (10) years continuous service as a Firefighter/Paramedic with the City. The sixth step will be set at one hundred fifteen percent (115%) of top Step Firefighter

5.6 The longevity schedule for members of the bargaining unit shall be as follows:

Completion of 5 years in service	=	1.25%
Completion of 10 years in service	=	2.5%
Completion of 15 years in service	=	3.75%
Completion of 20 years in service	=	5%
Completion of 25 years in service	=	6.5%
Completion of 30 years in service	=	8%

5.7 Advancement through the pay rates from the First Step through the Final Step or the pay range will occur upon completion of the prescribed number of full year(s) of continuous employment since the employee’s last pay placement, provided, however that the employee’s overall rating on his/her annual evaluation “Meets Expectations” or “Exceeds Expectations”. The City may withhold a step increase for work performance that does not “meet expectations”. A step increase may be withheld for a maximum of twelve (12) months, during which time the employee will receive monthly evaluations. The employee’s immediate supervisor will notify the employee in writing of expected failure to meet expectations at least thirty (30) days prior to the due date of the work performance evaluation. If such notice is not provided the step increase will not be withheld. The withholding

of a step increase will not change the employee's current anniversary step date for pay purposes. In the event that the employee "meets expectations" at one of the monthly evaluations during the subsequent 12 months, they will receive a step increase effective as of the due date of that monthly evaluation. It shall be understood that the increase will not be applied retroactively to the month(s) in which the employee received a rating below "meets expectations". The denial of a step increase is subject to the grievance procedure. In the event an employee is on approved leave of absence without pay, the employee's next wage step increase advancement date will be extended by the actual number of days the employee was absent on such leave.

5.8 A new employee shall be hired at the first year step, however, a new employee who has prior paid work experience as a full time Firefighter or Firefighter/Paramedic in the fire service which operates a full time emergency fire/medical response service using paid employees, may be hired anywhere between first and fifth step as agreed to by Labor/Management. This determination will be based on prior work experience, education, and other factors. After six (6) months, if the probationary employee receives an evaluation with an overall rating of "meets or exceeds expectations" the Fire Chief may approve a step increase.

5.9 An Firefighter/EMT may be hired anywhere between first and fifth step as agreed to by Labor/Management. This determination will be based on prior work experience, education, and other factors. After six (6) months, if the probationary employee receives an evaluation with an overall rating of "meets or exceeds expectations," the Fire Chief may approve a step increase. The department is responsible for forwarding the evaluation along with a Personnel Status Change Form to the Human Resources Department for processing. Any variation from the above will require approval by the review committee as outlined in section 5.6 of this Article.

5.11 **FIRE PREVENTION:** An employee who is assigned to perform fire prevention work as a Deputy Fire Marshal shall be compensated at the Firefighter/Fire Prevention pay rate listed in Appendix A for the duration of the assignment.

5.12 **EQUIPMENT MAINTENANCE OR SELF-CONTAINED BREATHING APPARATUS (SCBA) MAINTENANCE:** An employee who is assigned to perform either equipment maintenance work or SCBA maintenance work shall be compensated at the Firefighter/Equipment Maintenance pay rate listed in Appendix A for the duration of the assignment.

5.13 **ACTING OFFICERS:** An employee who serves as an Acting Officer during a twenty-four (24) hour shift shall be compensated as outlined in section 5.12 below. In order to be eligible to serve as an Acting Officer an employee must be on the City's current appropriate promotional register and agree to work the assignment. The first opportunity to act as a Battalion Chief will go to a Station Captain. If the Station Captain does not agree to work the assignment, then the opportunity will be offered to those employees on the current Battalion Chief register. The use of Acting Officers will not be used as permanent alternative to hiring a full complement of officers. All other acting provisions apply. There will be no Acting Station Captain.

5.14 **Acting Officers Compensation:**

0 through 1 hour	No Compensation
After 1 hour through 4 hours	1 hour of overtime
After 4 hours through 12	2 hours of overtime

After 12 through 24 hours

2.5 hours of overtime

In no case shall there be more than 2.5 hours of overtime per Acting Officer position. In the event of a split between two (2) employees, the maximum overtime paid shall be three and one-half (3.5) hours.

5.15 All newly hired employees will utilize automatic deposit of their paychecks during their term of employment with the City.

5.16 **DEFERRED COMPENSATION**

5.16.1 The City shall match the payroll deduction of any written request by an employee covered by this Agreement in an amount not to exceed five-point five percent (5.5%) of salary.

5.16.2 LEOFF II bargaining unit members who are a minimum of 45 years of age and have completed 15 or more years of service with the City will no longer be required to make a matching contribution and may elect to have all or part of the City's maximum contribution converted into longevity in lieu of Deferred Compensation.

5.16.3 **CONVERSION TO LONGEVITY:** Employees may elect, by notifying the City in writing, that they wish to convert all or a portion of the City's contribution to their deferred compensation to longevity. Such conversion shall only be permitted in quarter percent (1/4%) increments. Once an employee has selected to make the conversion from deferred compensation to longevity, they will not be permitted to make any changes whatsoever to the percentage converted, for a full 12-month period.

5.17 **EDUCATION INCENTIVE:** Eligible employees shall be entitled to receive, in addition to their monthly salary, Education Incentive as follows for job related degrees:

- \$75 per month for AA
- \$150 per month for BA

Degrees shall be documented through official transcripts from accredited colleges or universities.

Educational Incentive pay shall not be cumulative and it shall be the responsibility of the employee requesting educational incentive pay to provide the City with certified transcripts of his/her hours earned and/or degree(s) awarded.

Educational Incentive shall be paid to the employee beginning the next pay period following receipt of the documentation and shall not be retroactive.

Employees in probationary status shall not be eligible for educational incentive pay.

5.18 **LADDER TRUCK & RESCUE BOAT OPERATOR PAY:** There shall be nine (9) Fire Department employees assigned to operate the ladder truck and the rescue boat. The employees

assigned to operate the ladder truck and rescue boat shall have 2% add to the base wages as listed at the Operators pay rate listed in Appendix A for the duration of the assignment.

## **ARTICLE 6                    HOURS OF WORK**

- 6.1 **NORMAL HOURS OF WORK-SHIFT PERSONNEL:** Pursuant to Section 207(k) of the FLSA, the work period for shift personnel is 27 days, which is equivalent to 204 hours. The normal work hours for shift personnel shall be an average of 49.39 hours per week for an average yearly total of 2,568 hours.
- 6.2 **NORMAL HOURS OF WORK – NON-SHIFT PERSONNEL:** The normal hours of work for non-shift personnel shall be 40 hours per week. Employees may work an alternate work schedule with mutual agreement between the employee and the Fire Chief.
- 6.3 **SHIFT WORK SCHEDULES:** On or about January 1<sup>st</sup> of each year, the Fire Chief shall assign shift personnel to one of three shifts: A, B, C. A shift assignment for an employee shall be worked as one (1) day (24 hours) on duty followed by two (2) days (48 hours) off duty, and continuing in that pattern for a period of seven (7) consecutive on-duty shifts; provided this shall not apply to shift transfers. The next immediately scheduled shift shall be an off-duty Kelly day 8<sup>th</sup> scheduled shift. Shift hours begin at 0800 hours and conclude at 0800 hours each day.
- 6.3.1 Employees who are in a leave without pay status for an entire pay period are not entitled to receive pay for Kelly days during that pay period.
- 6.4 **BEGINNING OF YEAR TRANSFERS:** The Fire Chief may transfer as many employees as the Chief deems appropriate from one shift or non-shift assignment to another at the beginning of each calendar year. The Chief shall provide fifteen (15) days' notice of all such transfers.
- 6.5 **MID-YEAR TRANSFERS:** During the calendar year, the Fire Chief may transfer each non-probationary employee once from one shift or non-shift assignment to another as a permanent assignment or may transfer each non-probationary employee once on a temporary basis to another shift or non-shift assignment and subsequently return the employee to his or her original assignment. The Fire Chief shall provide reasonable prior notice to a transferred employee, provided that emergency transfers shall be accomplished with such prior notice as is feasible under the circumstances. An unlimited number of mid-year transfers of non-probationary employees which are mutually agreed to in writing between the Fire Chief and the employee are permitted. The Fire Chief may transfer each probationary employee an unlimited number of times from one shift or non-shift assignment to another during the period of probation.
- 6.6 **SHIFT AND/OR KELLY DAY EXCHANGES:** An employee who has completed twelve (12) full months of employment with the Department may exchange full or partial shifts or full Kelly Days with another employee of the same permanent rank provided that: The change does not interfere with the duties and responsibilities in their positions. Shift and or Kelly Day exchanges shall be considered as substitutions under FLSA 29 U.S.C. 207 (p), and the City shall have no obligation to keep records of such exchanges or to revise the hours of work to reflect the exchanges. Shift and /or Kelly Day exchange documentation must be submitted at least 14 hours prior to the shift being exchanged.

- 6.6.1 Shift and/or Kelly Day Exchange Approval** - The immediate supervisor of the employee initiating the trade must sign the shift exchange form, thus indicating no interference is expected as a result of the Shift/Kelly Day exchange. The Fire Chief may overrule the immediate supervisor when in his/her opinion, the needs of the department will be negatively affected by the exchange.
- 6.6.2 Personnel may have early relief up to two (2) hours before the end of their shift. No shift exchange documentation shall be required for an employee being appropriately relieved within two (2) hours of the end of their shift. Verbal communication with the immediate supervisor is required for accountability purposes.
- 6.6.3 Shift and/or Kelly Day exchanges in excess of twelve (12) per calendar year require the prior approval of the Fire Chief or designee. The employee initiating a Shift and/or Kelly Day trade shall have the trade counted towards his/her annual limit of twelve (12). (See 6.6.1)
- 6.6.4 Out of Rank Shift and/or Kelly Day Exchanges** – Out of rank Shift and/or Full Kelly Day exchanges shall be allowed provided employees have obtained prior written approval of their immediate supervisor and the Battalion Chief. Such exchanges shall not impact the department financially.
- 6.6.5 Shift Exchange Pay Back** - In the event an employee is unable to work a shift exchange for any reason (i.e., sick leave, emergency leave, bereavement leave, jury duty, witness and military duty leave), the employee shall be responsible to “pay back” the time to the City within ninety (90) days. If the employee’s absence results in the City having to pay overtime, the employee will be required to pay back the time at the rate of 1.5 hours for each hour owed to be deducted from the most appropriate type of leave bank accrual corresponding to the absence. If an employee’s absence does not result in the City paying overtime, then the employee will be permitted to pay back the time on an hour-for-hour basis to be deducted from the most appropriate type of leave bank accrual corresponding to the absence. This “pay back” program will be evaluated in one (1) year, and the Chief reserves the right to discontinue use of appropriate leave if it negatively impacts the department.
- 6.6.6 Multiple Party Exchanges** – Full shift exchanges, partial shift exchanges and Full Kelly Day exchanges may be entered into by multiple parties and are subject to all the provisions of Article 6. If the Fire Chief has to become involved with multiple party exchange disputes this section will be removed.

## **ARTICLE 7 OVERTIME**

- 7.1 **OVERTIME DEFINED:** Overtime is all required and authorized work performed in excess of an employee’s normal work schedule. Overtime includes required training, instruction, equipment/SCBA repair, callback and other such work which is required and authorized by the City and is performed during an employee’s normally scheduled off-duty time. For the purposes of this Article, Acting Officer compensation hours will be included.

- 7.2 **OVERTIME COMPENSATION:** Overtime shall be compensated at the rate of one-and-one-half (1-1/2) times an employee's hourly rate in cash or in compensatory time. The form of overtime compensation shall be at the choice of the employee unless otherwise expressly provided by the terms of this Article.
- 7.3 **HOURLY RATE DEFINED – SHIFT EMPLOYEE:** A shift employee's hourly rate shall be computed as follows: Semi-monthly wage rate multiplied by twenty-four (24) pay periods. The result shall be divided by 2,568 hours of work for shift employees.
- 7.4 **HOURLY RATE DEFINED – NON-SHIFT EMPLOYEE:** A non-shift employee's hourly rate shall be computed as follows: Semi-monthly wage rate multiplied by twenty-four (24) pay periods. The result shall be divided by 2,080 hours for non-shift employees.
- 7.5 **CALL BACK OVERTIME:** In the event an employee who has left the work place is called back to duty for a period of time which is less than two (2) hours, the employee shall receive a minimum of two (2) hours of overtime compensation.
- 7.6 **HOLD OVER AFTER NORMAL DUTY SHIFT:** In the event an employee is held over after the expiration of his/her normal duty shift, the employee shall be compensated at the overtime rate for the actual time held over.
- 7.7 **COURT AND/OR SUBPOENAED APPEARANCES:** An employee who responds to a subpoena or appears in Court in a case on behalf of the City on off-duty time shall be paid at his or her overtime rate for all hours related to such appearances. The two (2) hour minimum referenced in subsection 7.5 above shall apply to court or subpoenaed appearances.
- 7.8 **ON CALL FIRE INSPECTOR:** An employee who is assigned to serve as On Call Fire Inspector shall receive ten (10) hours of compensation at their overtime rate for each seven (7) day period so served. Compensation for these hours shall be paid in up to five (5) hours of compensatory time and the additional hours in overtime pay.
- 7.9 **LIMITATION OF COMPENSATORY TIME:** A non-shift employee may accumulate up to two hundred nine (209) hours, and a shift employee may accumulate up to two hundred seventy-five (275) hours of compensatory time. Compensatory time shall be granted unless it is unduly disruptive. An employee may request the Fire Chief to approve cash payment for accumulated compensatory time. Upon receipt of such approval, compensatory time shall be paid out at the employee's hourly rate for each hour of compensatory time requested to be converted to cash.
- 7.10 **COMPENSATORY TIME USAGE:** An employee desiring to utilize accrued compensatory time shall be required to complete and file a Leave Request form requesting Compensatory leave with the Shift Battalion Chief or Battalion Chief not less than one hundred twenty hours (120) prior to the requested date(s) of usage, except for holidays. Employees desiring to use compensatory time on a city observed holiday shall submit a Leave Request not more than fifteen (15) shifts in advance of the holiday request. On the fifth (5<sup>th</sup>) shift prior to the holiday, a lottery will be held among the employees who have submitted a Leave Request for usage of compensatory time for the holiday. It shall be understood that no more than a full 24 hours aggregate of compensatory leave shall be

permitted per shift, regardless of the number of employees taking time that shift. Compensatory time shall be taken in a minimum of a four (4) hour block for the first four (4) hours of compensatory time scheduled; thereafter, it shall be taken in minimum increments of one-half (1/2) hour. (EXAMPLE: One (1) employee taking comp time for full 24 hour shift, would count the same as 3 employees, each taking off 8 hours the same shift). Usage of compensatory time beyond the 24 hours aggregate described above may be granted to other bargaining unit employees on the same day, unless it would cause overtime. The parties agree that there will be no forced overtime in order to provide shift coverage due to use of compensatory leave. Except for holidays, should more than one employee request the same time off, the employee whose form was submitted first will be granted the compensatory time off.

If a member has a vacation slot selected for vacation, the member may use his/her Exempt Compensatory time in this situation. This scenario would not affect the shift with regard to using compensatory time.

**7.11 OVERTIME WORK ASSIGNMENTS:** Overtime work will be assigned to employees on the basis of the Fire Service and Emergency Medical Service needs.

For the purposes of hiring for overtime, the following staffing levels shall be maintained as a minimum: One (1) Battalion Chief /Acting Battalion Chief, three (3) Company Officers or Acting Company Officers, and three (3) Paramedics with a total of thirteen (13) on duty each day as a minimum.

2019-2021 STAFFING CHART

SHIFT	DAYS
3 Battalion Chiefs	1 Training Battalion Chief
3 Station Captains	1 Fire Marshall – Captain
1 Medical Officer - Captain	2 Deputy Fire Marshal
9 Lieutenants	1 Firefighter/Fire Prevention
14 Paramedics	
15 Firefighters	
3 Firefighter/S.C.B.A.	
3 Firefighter/Equipment Maintenance	

**7.12 CALLBACK PROCEDURE:**

7.12.1 Using the monthly staffing calendar, confirm the status (on-duty, off-duty, vacation, K-day, educational leave, administrative leave, sick leave, disabilities, etc.) of all shift members. Specifically note the number of officers, paramedics and firefighters scheduled to work.

7.12.2 Using the minimum staffing recommendations found in 7.11 above, identify what positions are needed to fulfill minimum staffing levels.

- 7.12.3 Using the overtime roster, identify the employee having worked the fewest number of overtime hours and determine if they are available and eligible to fill the needed overtime position. In the event that two (2) or more members have an equal number of cumulative overtime hours, relative seniority position shall determine the order of eligibility.
- 7.12.4 The Battalion Chief/Acting Battalion Chief shall personally contact an employee with an offer of overtime work, and the contact shall be noted on the overtime program, which shall be used to maintain records of calls made and responses received.
- 7.12.5 If overtime is needed for an officer position, and if the officer is the individual with the lowest number of hours, hire the officer. If it is not an officer, use acting officers from the shift and hire the employee with the least number of overtime hours that maintains minimum staffing identified in section 7.11 above.
- 7.12.6 The Battalion Chief/Acting Battalion Chief has the authority to move or reassign personnel from station to station when needed to balance the experience levels between stations. This shall include moving regularly appointed officers in lieu of using acting officers.
- 7.12.7 Overtime duration in length of less four (4) hours or less shall be assigned at the discretion of the Battalion Chief or Acting Battalion Chief.
- 7.12.8 New employees shall complete one (1) year of employment with the department before their name is added to the overtime roster. The newly eligible employee shall be placed on the overtime roster according to the following formula (# of eligible employees X 0.75= relative position on the overtime roster).
- 7.12.9 In the event no one accepts the overtime assignment, the Battalion Chief /Acting Battalion Chief shall “force hire” whoever has the least number of overtime hours and is eligible to fill the position from the employees currently on duty. In the case where no on-duty personnel are eligible to be force hired, the Battalion Chief /Acting Battalion Chief shall revert back to the overtime roster and begin with the employee having the fewest overtime hours who is eligible to fill the position. Employees may only be force-hired one (1) rank below their current rank. Employees that are forced in shall have the option of not counting any or all forced overtime hours on the overtime roster. Employees that are forced in can find eligible employees to fill their position. Employees on their paid leave cycle, during shift trade/standby cycle, during a Kelly day cycle, Labor Conference/Negotiations for the Union Executive Board or on an employee’s scheduled educational leave time are not eligible to be force hired.
- 7.13 **CALLBACK RECORDKEEPING:** All overtime hours compensated with overtime pay or compensatory time shall be entered on the overtime roster except for employees forced in and those working Christmas, and Union officials performing Union functions in which they can only receive FLSA “Exempt Compensatory” time. All overtime slips for shift personnel shall be routed through the Battalion Chief office and placed on the daily and overtime rosters. The overtime list will be reset on January 1<sup>st</sup> of each calendar year.
- 7.14 **CHRISTMAS OVERTIME:** Christmas overtime rules shall be applied as above except those eligible to fill the position shall be offered the opportunity to work the overtime prior to force hiring

someone to work on Christmas Day. The employee shall have the option of counting or not counting the overtime hours on the overtime roster. All other overtime provisions shall apply.

- 7.15 **EMERGENCY CALL BACK:** During times of natural or man-made disasters or emergencies, the Department may feel the necessity that additional personnel are needed. In this event, the Department will activate an “Emergency Call-Back” of personnel. All leaves and time off may be canceled by this type of event that requires mandatory reporting for duty.
- 7.16 **SAFETY OFFICER OVERTIME HIRING:** All members shall receive Safety Officer training through the Fire Marshal’s office. Once trained, members may work as Special Event Safety Officers on overtime details. Overtime shall be paid at one and a half (1.5) times the employee’s current rate of pay at a minimum of two (2) hours and a maximum of fourteen (14) hours. Any event exceeding fourteen (14) hours will be split equitably and hired separately. Special Event hiring will be voluntary or mandated as needed.

**ARTICLE 8 VACATION LEAVE**

8.1 **VACATION ACCRUAL:** Employee shall accrue vacation leave with pay for all regular hours worked pursuant to the following schedule:

**NON-SHIFT EMPLOYEES**

**SHIFT EMPLOYEES**

Years of Service	VL Hrs Earned per pay Non-shift employees	Annual Accrual	Holidays Earned	Total	VL Hrs earned per pay Shift employees	Annual Accrual	Holidays Earned	Total
Hire – 5 yrs.	4.375 hrs	105 hours	88 hours	192 hours	6.099 hours	146 hours	88 hours	234 hours
6 <sup>th</sup> – 10 <sup>th</sup> yr.	6.166 hrs	148 hours	88 hours	236 hours	8.416 hours	202 hours	88 hours	290 hours
11 <sup>th</sup> – 15 <sup>th</sup> yr.	7.333 hrs	176 hours	88 hours	264 hours	10.266 hours	246 hours	88 hours	334 hours
16 <sup>th</sup> –20 <sup>th</sup> yr.	8.600 hrs	206 hours	88 hours	294 hours	12.040 hours	289 hours	88 hours	377 hours
21 <sup>st</sup> yrs or >	8.917 hrs.	214 hours	88 hours	302 hours	13.000 hours	312 hours	88 hours	400 hours

- 8.2 **VACATION ELIGIBILITY:** An employee becomes eligible to take accrued vacation leave upon completion of six (6) months of continuous employment. In the event an employee resigns or is discharged prior to the completion of six (6) full month of employment, any accrued vacation leave shall be forfeited. Vacation leave must be fully accrued prior to the time an employee utilizes any vacation leave. Hours earned during a pay period are not available to use until the following pay period.
- 8.3 **VACATION SCHEDULING:** Annual vacation leave shall be authorized by the Fire Chief or the Chief’s designee. Non-shift personnel shall schedule vacation leave by mutual agreement of the employee and the Fire Chief or the Chief’s designee. Shift employees shall select their vacation choices by seniority within shift assignment and through application of the following rules:
- 8.4 **MINIMUM VACATION LEAVE REQUEST – SCHEDULED VACATION:** Scheduled vacation leave shall be taken in a minimum of an eight (8) hour block for the first eight (8) hours

of vacation leave scheduled; thereafter, it shall be taken in minimum increments of one-half (1/2) hour.

- 8.5 **MINIMUM VACATION REQUESTS – SAME DAY REQUESTS:** After the 1<sup>st</sup> hour, “Same day” vacation leave shall be recorded as actual time taken. Full shift requests shall have priority over partial shift requests for same day vacation leave. Same day requests for vacation leave will not be granted if the shift is at a minimum staffing level. All on-duty personnel will be notified prior to granting same day vacation. Employees at or above the maximum vacation balance will have first priority. If multiple employees have the maximum vacation hours, all shall be selected by lottery. If no members are at the maximum hours, all shall be selected by lottery.
- 8.6 **VACATION LEAVE SELECTION:** Each employee may select vacation leave consisting of nine (9) connected twenty-four (24) hour shifts plus the employee’s regularly scheduled Kelly Day. Two (2) vacation slots and unused Kelly Days shall be available for pre-selection for each day of the year from which selections can be made. A lottery shall be held in order to allow employees to compete for the unused Kelly Days. It shall be understood that employees who receive an unused Kelly Day via lottery, shall lose the Kelly Day in the event that it subsequently becomes filled due to a new hire, transfer or promotion.
- 8.7 **TIMING OF VACATION LEAVE SELECTION:** Vacation selections will begin November 1<sup>st</sup> by seniority, for the following calendar year. Upon being personally contacted, the employee will be provided up to twenty-four (24) hours to make his/her selection. Any selection not completed within the allotted time shall constitute a pass. Vacation selections shall continue through seniority rotation until all employees have selected all shifts they intend to take during the next calendar year, but in no event later than March 31<sup>st</sup>. After March 31<sup>st</sup> of any year, an employee may request vacation leave at any time during the balance of the calendar year; however, approval shall be subject to whether or not the shift is at minimum staffing on a same day selection.
- 8.8 **CANCELLATION OF VACATION SELECTION BY AN EMPLOYEE:** In the event a vacation selection which has been made and approved is subsequently canceled by an employee, the vacation selection so canceled shall be made available for selection to other employees as soon as feasible, provided however that the shift is not at a minimum on a same day selection. Canceled vacation selection must not place the employee in violation of Article 8.10. The vacation must be canceled fourteen (14) calendar days prior to the start of the scheduled leave (this provision only applies if both slots are taken). In no instance shall an employee take leave without pay for scheduled vacation. The canceled vacation slot shall be selected by lottery. Employees at or above the maximum balance will have first priority. If multiple employees have the maximum vacation hours, all shall be selected by lottery. If no members are at the maximum hours, all shall be selected by lottery. If an employee is at maximum hours and wins the lottery, their hours will be reduced by a commensurate amount of hours for any additional lotteries being held at the same time.
- 8.9 **MAXIMUM VACATION LEAVE ACCRUAL:** The maximum accrual of vacation leave that any employee shall be allowed to carry forward from one calendar year to the next is as follows:

<u>Years of Continuous Employment</u>	<u>Non-shift Personnel Maximum Balance</u>	<u>Shift Personnel Maximum Balance</u>
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Martin Luther King's Birthday  
President's Day  
Memorial Day  
Independence Day

Veteran's Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas

- 9.2 **OTHER HOLIDAYS:** In addition, any other holiday proclaimed by the federal or state government, provided that the City takes official action to have such holiday also observed by the City.
- 9.3 **FLOATING HOLIDAY:** Each non-shift employee shall be allowed one (1) additional holiday to be observed by the employee on a day mutually agreeable to the employee and the Fire Chief.
- 9.4 **HOLIDAY COMPENSATION – NON-SHIFT PERSONNEL:** Non-shift personnel shall receive eight (8) hours of time off with pay for each holiday observed by the City and for a floating holiday for each employee's choice. If a holiday observed by the City falls on a Saturday, the holiday will be observed on the preceding Friday. If a holiday falls on a Sunday, the holiday will be observed on the following Monday.
- 9.5 **HOLIDAY COMPENSATION – SHIFT PERSONNEL:** Shift personnel shall receive 3.666 hours added to their vacation leave accrual rate per pay period in lieu of all holidays. Accumulation and taking time off in lieu of holidays shall be accomplished in accordance with the vacation leave provisions set forth in Article 8.
- 9.6 In lieu of additional compensation for those employees scheduled to work on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas, the following will apply: The City will pay 24 hours of straight time at the employee's current pay band as listed in Appendix A; provided that the employee is on the payroll on 10/31 of the year, and has been working a 24 hour shift position for six (6) months during that calendar year. The 24 hours' pay will be paid on the pay period ending October 31<sup>st</sup> each year. New employees attending the Fire Academy shall be considered shift employees for this benefit.
- 9.7 The City will pay all shift bargaining unit members an additional 24 hours of straight time at the employee's current pay band as listed in Appendix A paid on the pay period ending November 30<sup>th</sup>, in lieu of a reduction in hours, subject to the same terms and conditions as outlined in section 9.6.

## **ARTICLE 10 SICK LEAVE AND INDUSTRIAL DISABILITY**

### **10.1 SICK LEAVE ACCRUAL:**

10.1.1 **NON-SHIFT EMPLOYEES COLLECTIVELY BARGAINED ACCRUAL:** Non-shift employees shall accrue sick leave time with pay at the rate of 2.1667 hours for each regularly scheduled pay period.

10.1.2 **NON-SHIFT EMPLOYEES ACCRUAL REQUIRED BY WASHINGTON STATE PAID SICK LEAVE LAW:** Non-shift employees shall accrue sick leave time with pay at the rate of 1.8333 hours for each regularly scheduled pay period.

- 10.1.3 **SHIFT EMPLOYEES COLLECTIVELY BARGAINED ACCRUAL:** The annual accrual for shift personnel will be 5.3250 hours per pay period. New employees shall earn 7.3250 hours per pay period for the first five (5) years of employment as long as they are assigned to shift work. The maximum annual accrual shall be 127.80 for employees with more than 5 years employment with the City and 175.8 for the first five years. Should a shift employee be transferred to a non-shift position at any time during their first five years of employment, then the employee will accrue sick leave pursuant to Section 10.1.1. Partial pay periods will be pro-rated to the closest full hour.
- 10.1.4 **SHIFT EMPLOYEES ACCRUAL REQUIRED BY WASHINGTON STATE PAID SICK LEAVE LAW:** The annual accrual for shift personnel will be 2.6750 hours per pay period. Should a shift employee be transferred to a non-shift position at any time during their first five years of employment, then the employee will accrue sick leave pursuant to Section 10.1.1 and 10.1.2. Partial pay periods will be pro-rated to the closest full hour.
- 10.1.5 **SICK LEAVE WORK PERFORMANCE BONUS (Collectively Bargained Sick Leave Accrual Bank Only):** Shift employees who accrue over 1390 hours (maximum sick leave carry over) and non-shift employees who accrue over 1126 hours (maximum sick leave carry over) leave may cash out 50% of the hours over 1390 (shift) and 1126 (non- shift) for a maximum yearly cash out of 64 hours for (shift employees) and 22 hours for (non-shift employees) and shall receive this bonus on the pay period ending January 15<sup>th</sup>. The employees collectively bargained (Not WA State required accrual) sick leave balance will be reduced to 1390 (shift) and 1126 (non- shift).
- 10.2 **DONATIONS OF VACATION LEAVE:** Donations of vacation leave permit employees to aid any City employee who is suffering from an extraordinary or severe illness, injury, impairment, physical or mental condition, or whose spouse or minor children (under the age of 18) are suffering from a life-threatening injury or illness, or in the event of their death, which has caused or is likely to cause the employee to take leave without pay or to terminate his or her employment prior to a determination that the affected employee is not expected to recover to an extent that will enable the employee to resume his or her normal duties or the duties of another position with the City or another employer.
- 10.2.1 **ELIGIBILITY:** An employees who (1) is suffering from an illness or injury causing his or her extended leave absence from work, or whose spouse or minor children (under the age of 18) are suffering from a life threatening injury or illness, or in the event of their death, and (2) who has depleted or will shortly deplete his or her total available accrued vacation, sick and floating holiday leave, may request donations of vacation leave.
- 10.2.2 **CRITERIA FOR APPROVAL:** A request for donations of vacation leave shall be submitted to the requesting employee's Department Head accompanied by medical documentation verifying the medical condition requiring the need for leave, and the time period during which the employee can reasonably be expected to be absent from work due to the condition. Upon verifying that the requesting employee meets all of the eligibility requirements above and upon determining that the medical documentation received provides appropriate verification of the medical condition and time period involved, the

Department Head will recommend the employee's request for donations of vacation leave be approved by the Mayor. The Mayor will review the request to assure that all of the requirements set forth in this subsection have been met, if so, shall approve the employee's request for donations of vacation leave.

10.2.3 **NOTIFICATION:** Upon approval by the Mayor, all City employees shall be notified of the approved request for donation of leave.

10.2.4 **CONDITIONS OF DONATION:** An employee who has been employed for at least six (6) months who desires to donate accrued vacation leave to a requesting employee will do so as a free and voluntary act and no duress or coercion shall be placed upon an employee to make such donation of his/her accrued vacation leave. Employees who are utilizing donated leave to cover their own absences may not donate leave to another employee until such time as they have returned to their normal schedule, and any excess donations made to them have been returned pursuant to 10.2.6 below. An employee who desires to donate vacation leave shall complete a Donation of Vacation Leave Form and submit it to his/her Department Head. The donated vacation leave will be transferred to the requesting employee's **sick leave balance** with the next payroll report. Forms will be date stamped and all time donated shall be in full hour increments and shall be credited to the employee on an hour-for-hour basis. A monthly update of the condition of the employee by the attending primary medical doctor shall be required and furnished to the Department Head.

10.2.4.1 **LEAVE ACCRUED FROM DONATED LEAVE:** Any leave accrued will be used first each pay period before the balance is deducted from the donated leave.

10.2.5 **USE OF DONATED VACATION LEAVE:** An employee who has received donated vacation leave will be able to use the sick leave in the same manner as if he or she had personally accrued the leave, provided that the use of the sick leave is in conformance with the provisions of this Article.

10.2.6 **RETURN OF EXCESS LEAVE DONATIONS:** In the event of excess donations received but not used due to early recovery, resignation, retirement or death, all donations received but not utilized shall be returned to the donating employee(s) based on the proportion of hours that employee donated in relation to the total hours donated by all employees (e.g. an employee who donates 50 hours of 450 hours total donated shall be credited with 50/450ths of the hours not utilized). Such returned leave shall be reflected in the appropriate leave balance as soon as possible. Time donated for this purpose will not be considered as time used during the donor's performance rating period.

10.3 **MAXIMUM SICK LEAVE CARRY OVER (COLLECTIVELY BARGAINED):**

10.3.1 **NON-SHIFT EMPLOYEES:** Non-shift personnel shall be allowed to carry over sick leave up to a maximum of one thousand one hundred twenty-six (1126) hours.

10.3.2 **SHIFT EMPLOYEES:** Shift personnel shall be allowed to carry over sick leave up to a maximum of thirteen hundred and ninety (1390) hours.

**10.4 MAXIMUM SICK LEAVE CARRY OVER (WASHINGTON STATE PAID SICK LEAVE LAW)**

**10.4.1 NON-SHIFT EMPLOYEES:** The maximum annual carryover shall be 40 hours. Partial pay periods will be pro-rated to the closest full hour. Accrued leave over 40 hours will be added the collectively bargained leave bank provided it does not put that leave bank over the max allowed carry over.

**10.4.2 SHIFT EMPLOYEES:** The maximum annual carryover shall be 50 hours. Partial pay periods will be pro-rated to the closest full hour. Partial pay periods will be pro-rated to the closest full hour. Accrued leave over 40 hours will be added the collectively bargained leave bank provided it does not put that leave bank over the max allowed carry over.

**SCHEDULE CHANGE BALANCE ADJUSTMENT:**

**NON-SHIFT TO SHIFT:** In the event an employee's normal hours of work are changed from a non-shift schedule to a shift schedule, the employee's accrued sick hours upon the date of change shall be increased as follows:  $\text{Accrued Hours} \times 1.235 = \text{Employee's accrued sick leave balance}$ .

**SHIFT TO NON-SHIFT:** In the event an employee's normal hours of work are changed from a shift schedule to a non-shift schedule, the employee's sick hours upon the date of changed shall be decreased as follows:  $\text{Accrued Hours} \times 0.81 = \text{Employee's sick leave balance}$ .

**10.5 SICK LEAVE INCENTIVE:**

**10.5.1 NON-SHIFT PERSONNEL:** Any non-probationary employee covered under this Agreement who does not utilize any of his/her collectively bargained sick leave benefit from January 1<sup>st</sup> through December 31<sup>st</sup> in a calendar year shall have their vacation leave balance credited with (8) additional hours on the pay period ending January 31<sup>st</sup>.

**10.5.2 SHIFT EMPLOYEE:** Any non-probationary shift employee covered under this Agreement who does not utilize any of his/her sick leave benefit from January 1<sup>st</sup> through December 31<sup>st</sup> in a calendar year shall have their vacation leave balance credited with eleven-point two (11.2) additional hours on the pay period ending January 31<sup>st</sup>.

**10.6 SICK LEAVE RETIREMENT PAYMENT:** An employee who retires from City service on a service or disability retirement shall be provided a Sick Leave Retirement Payment as follows:

**10.6.1 NON-SHIFT PERSONNEL:** Thirty-five percent (35%) of the employee's accrued and unused sick leave hours to a maximum of 35% of 1166 hours (a maximum total of 408 hours) will be paid to the employee at the employee's regular hourly wage rate in effect at the time of retirement.

- 10.6.2 **SHIFT PERSONNEL:** Thirty-five (35%) of the employee's accrued and unused sick leave hours to a maximum of 35% of 1440 hours (a maximum total of 504 hours) will be paid to the employee at the employee's regular hourly wage rate in effect at the time of retirement.
- 10.6.3 The City agrees to allow LEOFF II members of the bargaining unit to participate in the Washington State Council of Fire Fighters Medical Expense Reimbursement Plan (WSCFF MERP) and contribute \$45.00 per month through a payroll deduction the first (1<sup>st</sup>) paycheck of each month.
- 10.6.3.1 Upon the retirement of a LEOFF II bargaining unit employee, the City shall remit the following to the WSCFF MERP on behalf of the employee:
- Sick leave cash out contributions for LEOFF II bargaining unit members who retire shall be established pursuant to the IAFF Local 437's Constitution and Bylaws. On or before December 15<sup>th</sup> of each year it shall be the IAFF's responsibility to notify the City, in writing, of any changes to its Constitution and Bylaws regarding the required employee contribution.
- 10.6.4 The WSCFF MERP plan is established in accordance with applicable federal and state regulations. The \$45.00 deduction shall be made on a pre-tax basis on behalf of the employee to the WSCFF MERP. The monies contributed to the plan shall only be used for retiree health insurance premiums or health care expenses. These contributions shall be included as part of salary for the purpose of calculating retirement benefits. The City will contribute \$30.00 per month to the WSCFF MERP for each eligible LEOFF II bargaining unit member, and the employee shall contribute \$45.00 for a total of \$75.00.
- 10.7 **PAYMENT OF SICK LEAVE UPON DEATH:** In the event of the death of an employee, the employee's estate shall be paid for the total accrued and unused sick leave hours at the employee's regular hourly wage rate in effect at the time of death up to a maximum of 1166 hours for a non-shift employee, or a maximum of 1440 hours for a shift employee.
- 10.8 **SICK LEAVE USE:** Sick leave must be accrued prior to use by an employee. Hours earned during a pay period are not available for use until the following pay period. Sick leave shall be made available to each employee up to the amount of each employee's accrued sick leave balance, and shall be used in increments of no less than one-half (1/2) hour to cover an employee's absence from his/her regularly scheduled work hours due to:
- 10.8.1 Sick leave shall be governed by the provisions set forth in Federal or State laws, as currently written or hereafter amended.
- 10.8.2 Sick leave must be accrued prior to use by an employee. Hours earned during a pay period are not available for use until the following pay period.
- 10.8.3 Sick Leave shall be made available to each employee up to the amount of each employee's accrued sick leave balance. Sick leave shall be used in increments of no less than one-half hour.

10.8.4 Contact Human Resources for questions related to eligibility.

10.9 **NOTIFICATION OF SICK LEAVE USE:** An employee who is absent or expects to be absent from work due to causes specified in 10.7.1 above, shall provide notification to the Department as follows:

10.9.1 **ROUTINE APPOINTMENTS:**

10.9.1.1 **ANTICIPATED ABSENCE:** An employee who schedules a routine medical, dental or oculist appointment shall make every reasonable effort to schedule such an appointment on their off duty days. The employee shall give at least seventy-two (72) hours prior notice of the date and time of the appointment to his or her immediate supervisor. An employee's immediate supervisor may request that the employee reschedule routine appointments when, in the judgment of the supervisor, the scheduled absence of the employee would unduly interfere with the operations of the Department. An immediate supervisor shall not unreasonably deny an employee sick leave with pay for routine medical, dental or oculist appointments.

10.9.1.2 **UNANTICIPATED ABSENCE:** An employee who is absent from work or who will be unable to report to work as scheduled due to personal illness or injury, or for other causes specified in 10.7 above, shall promptly notify the Department by telephone or otherwise by 0700 of the day of his/her on-duty shift, and must make contact with on-duty personnel.

10.9.1.3 **SICK LEAVE DURING AUTHORIZED PAID LEAVE:** An employee who becomes ill or is injured during the employee's paid vacation or compensatory time off may request the conversion of such paid leave to sick leave with pay by promptly notifying the Department of the illness or injury at the time of the illness or injury, or as soon as is reasonably feasible and providing such information as is required by the Department to verify the appropriateness of such a conversion.

10.10 **SICK LEAVE DOCUMENTATION AND APPROVAL:** An employee who has been absent or on sick leave shall, during his/her first shift back to work, be required to submit such forms and provide such information as required by the Department to approve the use of sick leave with pay for the absence. The Department may require an employee to demonstrate that he or she has sought treatment, taken appropriate precautions or otherwise effected measures to correct the condition causing the employee's absence. Such demonstrations may take the form of personal statements of the employee, medical examinations or certifications of appropriate professionals as to the nature of the illness and/or injury of the employee, the employee's child and/or nature of the illness and/or injury of the employee, the employee's child and/or family member, or other methods appropriate to the circumstances. The Department may require an employee to provide a Fitness for Duty certification by a professional physician that the employee is sufficiently recovered as to be able to return to work without posing a health hazard to himself or herself or to other members of the workforce. Sick leave must be approved by the Department prior to payment. The Department shall not unreasonably withhold approval of sick leave with pay from employees.

- 10.11 **INDUSTRIAL DISABILITY LEAVE FOR LEOFF II AND REGULAR EMPLOYEES:** A regular employee who qualifies for and is included in the Washington State Retirement System commonly referred to as "LEOFF II", and who incurs a work-related illness or injury shall be allowed to use accrued sick leave to supplement Workers' Compensation benefits so as to provide the same gross base pay he or she would have received for full time, active service. In no event will the combination of Workers' Compensation and employee sick leave exceed 100% of an employee's regular rate of pay at any time of the disability period.
- 10.12 **SEQUENCING OF LEAVES:** The use of vacation leave, compensatory time, and leave without pay, for purposes other than qualifying use under the Washington Family Care Act, is subject to approval by management. However, unless otherwise required by law, forms of leave shall be used and exhausted in the following sequence:
- a. Sick leave for qualifying incidents until it is exhausted;
  - b. Vacation leave, floating holiday, and/or compensatory time sequenced at the employee's option, until they are exhausted;
  - c. Any donated leave, if available, until it is exhausted, then
  - d. Leave without pay.
- 10.13 Employees on leave without pay status for an entire pay period shall not accrue sick leave.

## **ARTICLE 11 OTHER LEAVE**

- 11.1 **BEREAVEMENT LEAVE:** An employee will be granted up to 48 hours of bereavement leave annually for attending funerals in the state of Washington, but no more than 24 hours per occurrence, and up to forty-eight (48) hours annually for attending out-of-state funerals for members of the employee's immediate family. All time off for bereavement leave in excess of 48 hours shall be charged against an employee's vacation/holiday, sick leave or compensatory time leave balance at the option of the employee.
- 11.1.1 **Immediate family** shall be defined as spouse, child, mother, father, mother/father-in-law, brother, sister, brother/sister-in-law, grandparents and grandchildren, step relations as described herein of both the employee and the employee's spouse.
- 11.2 **JURY DUTY AND WITNESS DUTY:** An employee shall be granted leave of absence with pay for the purpose of reporting to jury duty or serving as a witness in a case relating to their job with the City, except in those instances where the employee is taking action against the City. Any juror or witness fees received by the employee for the performance of such duties shall be assigned to the City.
- 11.2.1 **CITY NOTIFICATION:** Employee shall be required to notify the City immediately upon receipt of written notification from the Court that they must report for Jury Duty or serve as a Witness as the result of a case related to his or her employment, by submitting a Leave Request form with a copy of the Jury Duty/Witness Notice attached. Upon telephone confirmation by the Court to report, the employee shall immediately notify the on-duty supervisor.

- 11.3 **MILITARY DUTY LEAVE:** An employee who presents official orders requiring his/her attendance for a period of training or other active duty as a member of the United States Armed Forces or the State National Guard shall be entitled to military leave with no loss of pay for a period not to exceed twenty-one (21) work days annually (October 1 through September 30). Authorized leave of absence for additional or longer periods of time for assignment to duty functions shall be without pay and shall be granted by the City. The period of service must not exceed five (5) years. During periods of military conflict, employees are entitled up to fifteen (15) days of unpaid leave when the military spouse has been notified of an impending call or ordered to active duty before their spouse is deployed or while their spouse is on leave from deployment.
- 11.4 **EMERGENCY LEAVE:** In the event of an unforeseen emergency or extenuating circumstances, which requires the absence of an employee such as closed roads/passes, airports and to extend Bereavement leave, the employee shall notify his or her immediate supervisor as soon as possible. At the employee's discretion, such emergency leave shall be charged to unused vacation/holiday or compensatory leave balance and the employee will document on a Leave Slip the reason for the absence.
- 11.5 **ADMINISTRATIVE LEAVE:** Any bargaining unit employee may be placed on Administrative Leave (leave with pay) for reasons in the best interest of the City and/or employee (e.g. to diffuse a work-related or personal problem that has the potential for escalation if left unchecked, and/or has a negative effect on department/division operations, and no other solution is available. The City may require an employee on Administrative Leave to be available during his/her normal work schedule.
- 11.6 **DOMESTIC VIOLENCE LEAVE** – Pursuant to State Law, Domestic Violence Leave provides additional leave rights to employees who are victims of domestic violence, sexual assault, or stalking, or who are family members of victims. It entitles employees to take leave to receive medical treatment, attend legal proceedings, or address safety concerns arising out of domestic violence, sexual assault, or stalking as outlined in City Human Resources Policy 3-20-19.

## **ARTICLE 12 INSURANCE BENEFITS**

- 12.1 **MEDICAL INSURANCE:** The City shall make medical insurance coverage available to employees and their dependents and provide for payment of insurance premiums as follows:

LEOFF Trust Plan B medical plan (or equivalent or better coverage).

Kaiser Permanente \$20 co-pay plan (or equivalent or better coverage).

The Union includes the Fire Chief and LEOFF 1 under age 65 retirees on their application for medical coverage through the LEOFF Trust.

- 12.2

The City shall pay 100% of employee coverage under LEOFF Trust Plan B and Group Health and 90% of the cost of the premium for LEOFF Trust Plan B or Group Health for spouse and/or dependents coverage.

The City and the employees agree to split equally any annual premium increase over 15%.

Due to continuing significant premium increases for Health Insurance coverage, the City and the Union will be working with the Group Insurance Selection Committee to address cost containment measures for coverages and employee contributions.

- 12.3 **DENTAL INSURANCE:** The City shall make the same level of benefits as are provided through Washington Dental Service Plan F dental insurance coverage available to employees and their dependents and provide for full payment of insurance premiums. All Co-pay amounts for all services received shall be paid by the employee.
- 12.4 **DISABILITY AND LIFE INSURANCE: LEOFF II:** Employees will receive \$50.00 per month in lieu of any City contributions toward the cost of premiums for Short Term Disability, Long Term Disability, and Life Insurance coverage.
- 12.5 **INSURANCE RESERVES, REBATES AND SURPLUSES:** The City agrees that premium rebates, reserve account rebates or any other monetary returns to the employer from the insurance providers, together with subsequent interest earnings thereon shall be used exclusively to defray the costs of premium increases in the plan, and increase benefit levels, or other health related purposes determined appropriate by the Insurance Benefits Committee shall be comprised of the following members: Mayor or designee, one employee selected by the non-represented management and professional employees, and one individual selected by each of the recognized unions. The committee shall elect a chair and any other officers it deems appropriate.
- 12.7 **BENEFITS WHILE ON DISABILITY LEAVE:** The Employer shall provide employees on disability leave the benefit outlined in Article 12 if they are on paid leave and the employee is paid a minimum of seventy (70) hours per month during each month the employee is in a leave without pay status.
- 12.8 **HEALTH INSURANCE RE-OPENER:** In the event the parties' negotiated health insurance provisions fail to meet requirements of the Affordable Care Act (ACA) and its related regulations, cause the employer or covered employees to be subject to penalty, tax or fine, or offered plans are discontinued by the insurance carrier as a result of the ACA, either the Union or the Employer may reopen this Article, upon written notice to the other party, for the sole purpose of renegotiation of health insurance benefits under Article 12 and its effects. If, as a result of these negotiations, the parties agree to modify the health insurance benefits under Article 12 in order to avoid and/or minimize penalties, taxes, fines or increased costs to meet the requirements of the ACA, the Union reserves the right to bargain over any resulting reduction in the aggregate value of benefits in the Agreement.
- 12.9 **HEALTH REIMBURSEMENT ARRANGEMENT (HRA):** The City will contribute the following amounts to an HRA for employees:

Employee only coverage – (\$2,700 annually) \$1,350.00 paid on the pay period ending January 15<sup>th</sup> and \$1350.00 paid on the pay period ending July 15<sup>th</sup>.

Employee and dependents (\$4,700.00 annually) \$2,350.00 paid on the pay period ending January 15<sup>th</sup> and \$2,350.00 paid on the pay period ending July 15<sup>th</sup>.

Contributions for newly hired or employees who separate from City service mid-year shall have their contributions prorated and the amount owed back to the City shall be deducted from their final paycheck.

The Third Party Administrator (TPA) for the Health Reimbursement Arrangement (HRA) - debit card shall be Peak 1 Administration.

The HRA may be used for all IRS allowable expenses and shall contain the following elements:

- Individual account funds shall roll over accumulated amounts and shall include a survivorship option.
- Employees separating from the Agency shall continue to have access to their HRA balance (until depleted).

The City's "Premium Holiday" savings (medical), if applicable, shall be split evenly between the City and the Union the Union's share shall be divided equally among all and deposited into each employee's HRA account.

12.10 **ADDITIONAL COST:** Parties agree to negotiate any additional fees or costs that are not articulated in this agreement.

12.11 **INSURANCE OPT OUT:** An employee who waives the right to obtain medical insurance coverage through the City and who provides proof of creditable coverage through his/her spouse or other source shall be entitled to receive a stipend of two hundred and fifty dollars (\$250.00) per month, payable in the amount of one hundred twenty five dollars (\$125.00) per pay as permitted and subject to all State and Federal laws and restrictions Employees shall be required to notify Human Resources, in writing, during open enrollment, of their desire to waive medical coverage, or at any time during the year if a qualifying event occurs which would change their status (e.g. marriage, divorce, spouse loss of job or medical coverage).

### **ARTICLE 13 CLOTHING AND UNIFORM CLEANING ALLOWANCE**

13.1 **PURCHASE OF UNIFORMS:** The City shall purchase new and replacement uniforms required by the Fire Department regulations for each employee. Employees shall abide by such rules and regulations as are established by the Department in selecting and obtaining their uniforms. All uniforms paid for by the Fire Department remain the property of the City.

13.2 **UNIFORM CLEANING ALLOWANCE:** Each employee who is required to wear a uniform pursuant to Fire Department regulations shall receive a uniform cleaning allowance of two hundred fifty dollars (\$250.00) per year for uniform maintenance. The allowance shall be paid on the second pay day in February. An employee hired subsequent to the first of the year shall receive a pro-rata cleaning allowance payment. In the event that the City secures a cleaning contract with an independent cleaning company, no uniform allowance will be paid to employees.

**ARTICLE 14 PERSONNEL PRACTICES**

14.1 **DEFINITIONS:** For the purpose of interpreting the provisions of this Agreement, the following definitions shall apply:

14.1.1 **PROBATIONARY EMPLOYEE:** An employee serving a 12-month period commencing upon the initial date of hire as a permanent employee during which the employee may be discharged at the sole discretion of the City, consistent with applicable Civil Service Rules and Regulations and without recourse to the grievance procedure. Should an employee be absent from work for more than forty-five (45) consecutive days due to an illness/injury or FMLA leave, then the employee's probationary period shall be extended by an equal amount of time. Such extension of time shall also include all periods of light duty wherein the employee is unable to perform all of the essential duties of the job.

14.1.2 **PROMOTIONAL PROBATION:** A 12-month probationary period commencing upon the initial date of a regular promotional appointment. A promoted employee who is unable to perform the duties of the higher level position to which they have been promoted during the probationary period, shall be returned to his/her previous classification held at the time of promotional appointment at the sole discretion of the City, consistent with applicable Civil Service Rules and Regulations, and without recourse to the grievance procedure. Should an employee be absent from work for more than one hundred and eighty (180) consecutive days due to an illness/injury or FMLA leave, then the employee's probationary period shall be extended by an equal amount of time. Such time shall include all periods of light duty wherein the employee is unable to perform all of the essential duties of the job.

14.1.3 **LEOFF II EMPLOYEE:** An employee who qualifies for and is a member of the Washington State Retirement System commonly known as "LEOFF II".

14.1.4 **NON-SHIFT EMPLOYEE:** An employee who is normally assigned to work forty (40) hours per week within a Monday through Friday workweek.

14.1.5 **SHIFT EMPLOYEE:** An employee who is normally assigned to work on a 24-hour shift scheduled basis.

14.1.6 **CYCLE:** The consecutive calendar day period during which an employee is not scheduled to be on duty as the result of an assigned work schedule including a scheduled Kelly Day, approved paid leave and/or shift trade.

14.1.7 **SENIORITY:** The Fire Department shall establish a seniority list of all employees in the bargaining unit and shall update the list on January 1 of each year. The list shall be posted on bulletin boards in all stations. All longevity wage placements and vacation selections shall be governed by the current seniority list. Any objections to the list as posted shall be reported to the Fire Department administration and such corrections as are appropriate shall be made and a corrected list shall be re-posted at all stations.

- 14.1.8 **COLLECTIVELY BARGAINED SICK LEAVE:** Collectively bargained sick leave is a separate leave bank from Washington State required sick leave accruals. It is sick leave accrual that is above and beyond that which is required by the Washington State Paid Sick Leave Law. The employer/employee restrictions that apply to Washington State Paid Sick Leave Law do not apply to this leave bank unless otherwise required by law.
- 14.2 **REDUCTIONS AND VACANCIES:** All reductions in force and filling of Civil Service vacancies (those requiring Civil Service testing) shall be handled in accordance with existing Civil Service Rules and Regulations and shall not be subject to the grievance procedure.
- 14.2.1 Any member adversely affected (displaced or reduced in rank) by the exercise of reductions outlined in Civil Service Rules will retain their eligibility for their presently appointed rank and title without being required to reapply or reengage in the promotional examination process for their formerly/previously held position.
- 14.2.2 In the event that a reduction in force results in the need for a redistribution of employees from superior ranks to lesser ranks, such reduction in ranks shall be accomplished by reducing in rank those employees with the least tenure in the affected rank counting from the employee's date of promotion.
- 14.2.3 The Human Resources Manager shall prepare and maintain a list, known as a "Reemployment List," of all persons who are reduced in rank or laid off, by rank or classification. In the event that vacancies occur within the Department while persons remain on the Reemployment List, the order of recall shall be determined by reference to the Reemployment List. The Reemployment List shall be used to offer employment opportunities that may become available by seniority to all persons who have been reduced or laid off, before any employees are promoted from one rank to another or any persons are hired to become new employees of the Fire Department. No person shall be hired or promoted into any rank or classification until the Reemployment List has been exhausted.
- 14.3 **EVALUATIONS:**
- 14.3.1 **NEW EMPLOYEES:** Written monthly evaluations shall be completed on each new employee hired by the Department during his/her probationary period. The purpose of the evaluation will be to identify an employee's progress and/or areas of deficiency in performing job functions.
- 14.3.2 **PROMOTED EMPLOYEES:** Employees on promotional probation will be evaluated quarterly. An employee on promotional probation shall be provided not less than thirty (30) days written notice to correct deficiencies prior to reducing him/her to their previous classification. An employee on promotional probation who is demoted due to his/her inability to perform the essential duties and functions of the position, shall have displacement rights under Civil Service Layoff and Reduction rules; provided, however, the employee shall have the right to return to his/her former class regardless of whether or not a vacancy exists. Provided further, however, nothing in this section prohibits the City from terminating or demoting an employee on promotional probation for good cause in conformance with Civil Service Rules.

- 14.4 **CAREER COUNSELING:** An employee who is not selected for a promotional appointment from an eligible register may request career development counseling from the appointing authority for the purpose of their recommending steps the employee may take to improve his/her qualifications and skills for future promotional opportunities.
- 14.5 **RIGHTS AND PRIVILEGES:** All current policies and practices concerning computation and payment of pay, allowances and benefits; or the application of contract provisions enumerated herein shall continue in force and effect during the life of this Agreement. Should the City wish to make any change with respect to such practices during the life of this Agreement, it shall first notify the Union of the desired change and afford the Union an opportunity to meet and discuss such change.
- 14.6 **PARAMEDIC/FIREFIGHTER CERTIFICATION REQUIREMENT:** An employee who is hired as a Paramedic/Firefighter shall be required to maintain his/her Paramedic Certification as a condition of continued employment. Upon completion of six (6) full years of employment as a Paramedic/Firefighter, except for promotions and special assignments in which the six (6) year requirement shall not apply, an employee shall become eligible for transfer to a vacant Firefighter position. Upon completion of five (5) full years of employment as a Paramedic/Firefighter, an employee may present the Fire Chief with a request to be transferred from a Paramedic/Firefighter position to a vacant Firefighter position at the earliest opportunity. The Fire Chief shall approve Paramedic/Firefighter requests to transfer vacant Firefighter positions on the basis of seniority of continuous service with the Bremerton Fire Department among all requesting Paramedic/Firefighters. An employee transferred to a vacant Firefighter position shall have his/her pay rate set at a Firefighter pay rate as of the effective date of the transfer. This section shall not apply to Special Assignments to Equipment Maintenance, SCBA, Fire Prevention or any other Special Assignments that may be added from time to time at the Chief's sole discretion based upon the needs of the department.
- 14.6.1 **FIREFIGHTER/PARAMEDIC TRAINEE PROGRAM:** The intent of the Trainee program is to train and retain qualified Paramedics.
- 14.6.2 New hires may be in the trainee program for a period not to exceed three (3) months.
- 14.6.3 Firefighter/Paramedic Trainees shall be compensated at ten percent (10%) less than FF/PM step 1, reflected in Appendix A.
- 14.6.4 Firefighter/Paramedic compensation shall be increased to FF/PM step 1, reflected in Appendix A, on the member's start date in a sponsored fire academy.
- 14.6.5 The probationary period for a Firefighter/Paramedic Trainee will be up to 15 months from date of hire to include the entry level trainee time frame.

- 14.6.6 To be eligible for the trainee program the incumbent must meet the requirements of an “Entry-Level” Firefighter/Paramedic as listed in the current Classification Specification.
- 14.6.7 The incumbent must successfully obtain the required Knowledge, Skills, and Abilities listed in the Classification Specification for a “Trained” Firefighter/Paramedic to be eligible to pass the probationary period.
- 14.6.8 Trainees are not part of minimum staffing.
- 14.7 **PARAMEDIC PAY/STEP INCREASES:** A Fire fighter who transitions to Fire Fighter/Paramedic during his/her first five (5) years of employment with the Bremerton Fire Department shall be eligible to receive annual step increases based on the employee’s anniversary date as a Fire fighter. The transitional employee shall be eligible for Fire Fighter/Paramedic wages when authorized by the Medical Program Director to practice as a solo Paramedic.
- 14.8 **PARAMEDIC CERTIFICATION PAY FOR LIEUTENANT AND OR STATION CAPTAIN:** This is to address Lieutenants and Station Captains who wish to maintain their Paramedic Certifications.
  - 14.8.1 Lieutenant/Paramedics and Station Captain/Paramedics shall be compensated at an additional 5% above their base wage.
  - 14.8.2 The City will pay for the maintenance of their Washington State Paramedic Certification.
  - 14.8.3 Lieutenant/Paramedics and Station Captain/Paramedics will be allowed up to 12 shifts per calendar year in which the Fire Department can utilize them for Medic Unit Staffing.
  - 14.8.4 There can be up to three Company Officer/Paramedics at a time and these positions will be appointed by the Fire Chief.
  - 14.8.5 Both parties reserve the right to cancel this program with a minimum of thirty-day notice.
  - 14.8.6 Personnel appointed to the position of Company Officer/Paramedic shall be allowed to work overtime shifts as Paramedics. Overtime shifts shall not count as part of the 12-shift maximum provision.
  - 14.8.7 Personnel appointed to the position of Company Officer/Paramedic shall be assigned to work a minimum of one shift per quarter on the medic unit.

14.8.8 The City agrees that hiring and staffing full time Paramedic/Firefighters is the priority averse to Company Officer Paramedics supplanting ALS staffing.

## **ARTICLE 15                    PROMOTIONAL EXAMS**

15.1 **PROMOTIONAL EXAMINATIONS:** The Civil Service Rules shall apply to the conduct of promotional examinations in all respects and shall be administered under the control of the Civil Service Officer, including the posting of the examination announcement and bibliography, the determination as to whether or not an employee is qualified to participate in the examination process and the acceptance of applications on or before the posted closing date. Any portion of such Rules which are in conflict with the provisions of this subsection shall be handled in conformance with the following sections.

15.2 **MAINTENANCE OF ELIGIBLE REGISTERS:** Eligible registers for Fire Lieutenant, Fire Station Captain, and Fire Battalion Chief shall be maintained by the Civil Service Officer on a continuous basis irrespective of available vacancies. Testing for the positions of Medical Officer and Fire Marshall shall be conducted only when a position becomes available.

15.3 **WRITTEN PROMOTIONAL EXAM/BIBLIOGRAPHY:** The written portion of the promotional examinations for Fire Station Captain and Fire Battalion Chief will be given between February 18<sup>th</sup> and February 28<sup>th</sup> in even numbered years. There will be only one written test given that covers both the Fire Station Captain and Battalion Chief promotional examinations. The written portion of the promotional examination for Fire Lieutenant will be given between February 18<sup>th</sup> and February 28<sup>th</sup> in odd numbered years. The Department in cooperation with Human Resources will provide each qualified applicant who requests a copy by August 18<sup>th</sup>, the reading materials containing the following:

1. Bremerton Fire Department Standard Operating Procedures/Guidelines (S.O.P./S.O.G.'s);
2. Current Collective Bargaining Agreement between the City and I.A.F.F. Local #437;
3. Kitsap County Incident Management Procedures (KCIMP);
4. Supervisor's Handbook;
5. Job description of position for which they are being tested;
6. City's policy on Sexual Harassment (Human Resources Policy 3-20-02).

In the event that a grievance is filed prior to any portion of examination(s) regarding a non-Civil Service issue, then the Civil Service Officer may postpone the testing until such time as the grievance has been resolved.

15.4 **CRITERIA FOR OPEN EXAMINATIONS:** Open promotional examinations will only be administered to qualified bargaining unit members who have submitted the required application paperwork on or before the posted closing date. However, when less than three (3) applications are received from qualified bargaining unit members, the examination may be announced and administered to external candidates as well.

15.5 Effective January 1, 2020 the following eligibility criteria shall apply:

15.5.1 **Eligibility to take Lieutenant's examination** – Firefighters must have completed five (5) years with the Bremerton Fire Department, or four (4) years with the Bremerton Fire

Department if hired as an experienced (lateral-entry) firefighter, and successfully completed Incident Safety Officer and Fire Instructor I training as of February 5<sup>th</sup> of the calendar year in order to be eligible to take the Lieutenant's examination.

- 15.5.2 **Eligibility to take Fire Station Captain's examination** - An applicant must have completed one (1) year as a Fire Lieutenant with the Bremerton Fire Department and successfully completed Incident Safety Officer training, Fire Instructor I, and Fire Officer I as of February 5<sup>th</sup> of the calendar year in order to be eligible to take the Fire Station Captain's examination.
- 15.5.3 **Eligibility to take Fire Battalion Chief's examination** - A Company Officer must have completed four (4) years as a company officer with the Bremerton Fire Department, and have successfully completed Incident Safety Officer training, Fire Instructor I, Fire Officer I & II as of February 5<sup>th</sup> of the calendar year in order to be eligible to take the Fire Battalions Chief's examination.
- 15.6 **CRITERIA FOR EXAMINATION CONTENT:** Promotional examinations shall include a written and oral portion, and shall test for only the knowledge and abilities, which are included in the current classification specifications for the position being tested.
- 15.7 **EXAMINATION SCORING:** Examinations shall be scored as follows: (All scores on examinations shall be rounded to the nearest one-tenth of a point.)
- 15.7.1 **Written portion: Maximum of Forty (40) Points** - An applicant's performance on the written portion of a promotional examination shall be scored as follows:
- Number of questions answered correctly divided by the total number of questions asked = (equals) percentage of correct answers. A maximum of forty (40) points shall be multiplied by the percentage of correct answers and the result shall be the number of points the applicant earned on the written portion of the examination
- 15.7.2 **Oral portion: Maximum of Sixty (60) Points** - An applicant's performance on the oral portion of a promotional examination shall include the oral panel's evaluation of an applicant's training and educational achievements along with the panel's rating on the applicant's performance in the oral portion, which shall be scored as follows:
- Number of points received divided by the total number of points available = (equals) percentage of total oral points. The maximum of sixty (60) points shall be multiplied by the percentage of total oral points and the result shall be the number of points the applicant earned on the oral portion of the examination.
- 15.7.3 **Experience Rating: Maximum of Five (5) Points** - Each applicant shall receive 0.5 (1/2) point for each full two (2) years of employment with the Bremerton Fire Department, based upon the date the written examination is conducted, up to a maximum of five (5) points. These points will only be added for those candidates that attain an overall score of seventy percent (70%) or greater.

15.7.4 Weighting of Written/Oral examinations:

- Written examination – forty percent (40%)
- Oral examination – sixty percent (60%)

15.7.5 Oral Examination – The Oral exam will include the following items:

- Personnel problem or citizen complaint
- Tactical problem pertinent to the position being tested for
- Oral and written resume

15.7.6 **Total Score** - An applicant's total score shall be the sum of the points received on the written, oral and experience components of the examination.

15.7.7 **Minimum Score** - An applicant must achieve a total score of seventy percent (70%) or more to be placed on the eligible register for the position.

15.7.8 **Minimum Score** -An applicant must achieve a total score of seventy percent (70%) or more on each portion of the exam in order to be placed on the eligible register for the position.

15.7.9 All offers, acceptances and declinations of employment for promotional positions only shall be made in writing.

15.7.10 During the life of this Agreement, the parties shall meet in a labor management forum to discuss the above language covering promotions.

15.8 **PROMOTIONS FROM FIREFIGHTER TO PARAMEDIC/FIREFIGHTER:** A Firefighter may be promoted to Paramedic/Firefighter (P.M./F.F.) under the following conditions:

15.8.1 The Employee must successfully complete a Paramedic training program approved by the Fire Chief.

15.8.2 The employees must have a Paramedic/Firefighter certificate issued by the Kitsap County Medical Program Director.

15.8.3 The Fire Chief must approve the promotion.

15.8.4 The promotion shall take effect on the first day of the pay period after satisfying the above conditions. For promotions to P.M./F.F., the employee's step increase date will be changed to the effective date of the promotion.

15.9 **TRANSITION TO PARAMEDIC:** A non-probationary Firefighter who transitions to Firefighter/Paramedic shall remain in the Firefighter/Paramedic classification for not less than four (4) years, except for promotional opportunities and/or assignments. Should an employee fail to retain his/her Paramedic certification, they shall be downgraded to the Firefighter classification.

## ARTICLE 16

### GRIEVANCE PROCEDURE:

- 16.1 GRIEVANCE:** A grievance is an alleged violation of the express terms and conditions of this Agreement which is to be resolved through this Grievance Procedure. The purpose of this article is to provide an orderly process for the resolution of such grievances.
- 16.2 **UNFAIR LABOR PRACTICE:** An Unfair Labor Practice charge is an alleged violation of the Washington State statutes governing public employment labor relations, which is to be resolved through the Public Employment Relation Commission's (PERC) rules and regulations and is not resolvable through the Grievance Procedure.
- 16.3 **MEMBER RIGHTS/UNION RIGHTS:** Individual members shall have the right to present their grievance to the employer with or without intervention from the union. All adjustments and or remedies must be consistent with the terms of this agreement. The union shall be allowed to be present at all grievance proceedings. The union has the right, in its own capacity to act as the aggrieved party. Only the union's executive board shall have the right to request grievance arbitration as identified in step four of this grievance process.
- 16.4 **GRIEVANCE PROCESS:**
- STEP 1:** A member who believes that the terms and conditions of this Agreement have been violated shall first discuss the action giving rise to the belief with his or her immediate supervisor within fourteen (14) calendar days of the date upon which the member could reasonably have been expected to know of such action. The member shall advise the supervisor the section (or sections) of this Agreement which is alleged to have been violated, an explanation of the grievance, and the remedy sought. The member shall have the right to be assisted by an authorized Union representative if so requested, during this discussion. In all cases, the member shall notify the union in writing of the alleged grievance as well as the time, date and location of any and all grievance proceedings.
- STEP 2:** In the event that the member's immediate supervisor does not resolve the grievance to the satisfaction of the member at Step 1 of this procedure, the member shall reduce the grievance to writing and shall state: the section (or sections) of this Agreement which is alleged to have been violated; an explanation of the grievance in detail, including dates, actions and such other information necessary to a full investigation of the facts and circumstances giving rise to the grievance; and the remedy sought. The member shall have the right to be assisted by an authorized Union representative in reducing his or her grievance to writing. The member shall present the written grievance to the immediate supervisor's Battalion Chief, Assistant Chief, or the Fire Chief, whichever is appropriate, within fourteen (14) calendar days of the date of the member met with his/her immediate supervisor. The Battalion Chief, Assistant Chief, or the Fire Chief, whichever is appropriate, shall meet with the member and the member's Union representative within fourteen (14) calendar days after the receipt of the written grievance for the purpose of considering the matter. The Battalion Chief, Assistant Chief or Fire Chief, as appropriate, shall reduce his/her decision to writing and shall transmit the decision to the member and to one of the principal officers by regular mail and email, with a copy to the Union representative within fourteen (14) calendar days

of meeting with the employee and the Union representative. The grievance will automatically advance to the next step in the process if the City's representative does not respond within the required time limits.

**STEP 3:** In the event that the Battalion Chief, Assistant Chief, or Fire Chief, as appropriate, does not resolve the grievance to the satisfaction of the member at Step 2 of this procedure, the Union shall, on behalf of the member, transmit a copy of the original grievance along with a copy of the Fire Chief's written response to the Human Resources Manager and the Mayor within fourteen (14) calendar days of receipt of the Fire Chief's written response. The Human Resources Manager shall consider the grievance and may convene a meeting with the appropriate member of the Union executive board in an attempt to resolve the grievance. The Human Resources Manager shall reduce his or her decision to writing within fourteen (14) calendar days of receipt of the grievance and transmit the decision to the Union.

**STEP 4:** In the event that the Human Resources Manager does not resolve the grievance at Step 3 of this procedure, the Union may request arbitration of the issue by written notification to the Human Resources Manager. The Human Resources Manager and the Union shall meet within fourteen (14) calendar days of the date upon which the Human Resources Manager rendered his or her written decision on the grievance and shall select a neutral arbitrator by mutual agreement or petition the Federal Mediation and Conciliation Services (FMCS) for a list of nine (9) arbitrators who are residents of the northwest (Washington and Oregon).

16.5 **GRIEVANCES FOR SUSPENSION AND/OR DISCHARGE:** In the case of suspension and/or discharge, Step One (1) of the grievance procedure shall be waived and the grievance shall proceed to Step Two (2) with the Fire Chief.

16.6 **POWERS AND DUTIES OF THE ARBITRATOR:** It shall be the duty of the arbitrator to conduct a hearing on the issue or issues submitted by the parties for decision. The hearing shall be kept informal and private. The arbitrator shall interpret the provisions of this Agreement as they apply to the issue or issues submitted for decision, and shall not add to, subtract from or in any other way alter or recommend the alteration of the terms and conditions of the agreement in deciding the matter. As soon as is practicable after conducting the hearing, the arbitrator shall render a written decision which shall be binding upon the parties.

16.7 **COSTS OF ARBITRATION:** The expenses of the neutral arbitrator shall be borne equally by the parties. Each party shall singly bear all costs related to preparing and presenting its own case before the arbitrator, including costs of witnesses. The party desiring a record of the proceedings shall bear the cost of obtaining such record.

16.8 **TIME LIMITS:** Time limits established in this procedure shall be strictly adhered to, but may be waived by mutual agreement of the Union and the City. All procedures contained herein shall be complied with as expeditiously as practicable.

**ARTICLE 17                    REGIONAL FIRE AUTHORITY**

The City agrees that it will give advance notice and provide the opportunity for the Union to participate in talks of any annexation, consolidation, merger, or participation in a Regional Fire Authority when proposed or considered.

**ARTICLE 18                    DRUG FREE WORKPLACE**

- 18.1    The maintenance of a drug-free work place is essential to the safety and welfare of City employees and the citizens of Bremerton. The following provisions shall apply to employees covered by this Agreement.
- 18.2    The unlawful manufacturing, distributing, dispensing, processing, or using of a controlled substance of alcohol in the work place is prohibited. Reporting to work under the influence of a controlled substance or alcohol is prohibited.
- 18.3    As a condition of employment, all employees must notify the Fire Chief or designee of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.
- 18.4    It is the responsibility of every employee to be aware of the above provisions and to abide by them. Failure to observe these provisions could result in immediate disciplinary action against the employee, up to and including termination. The employee may be required to participate satisfactorily in an alcohol or drug abuse assistance or rehabilitation program.
- 18.5    All employees will be fully informed of the drug and alcohol-testing article. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. Supervisors will receive training in recognition of signs and systems of substance abuse. In addition, the City will inform the employees on how the tests are conducted, what the test can determine and the consequence of testing positive for drug use. All newly hired employees will be provided with this information on their initial date of hire, or as soon thereafter as possible. No employee will be tested before this information is provided to him. An employee may voluntarily enter rehabilitation without a requirement or prior testing. Employees who voluntarily come forward and ask for assistance to deal with a drug or alcohol problem will not be disciplined by the City for doing so. No disciplinary action will be taken against an employee unless he/she refuses the opportunity for rehabilitation, fails to complete a rehabilitation program successfully, or again tests positive for drugs within two (2) years of completing an appropriate rehabilitation program, or as otherwise provided in this article.
  - 18.5.1    Drugs will be defined as narcotics, depressants, stimulants, hallucinogens, cannabis and alcohol, or substances whose dissemination is regulated by law or this article. With respect to over-the-counter drugs and/or drugs that require a prescription or other written approval from a licensed officer or dentist of their use, it is the responsibility of the employee to review cautionary warnings for potential side effects and inquire of the issuing medical authority as to the potential impact of the drug to impair one's ability to work safely and effectively. Each employee is expected to inform his supervisor of such circumstances if there is reasonable cause to believe there will be impairment.

- 18.5.2 Employees will not be subjected to random medical testing involving urine or blood analysis or other similar or related tests for the purpose of discovering possible drug or alcohol abuse. However, if objective evidence exists establishing reasonable cause to believe an employee's work performance is impaired due to drug or alcohol abuse, the City will require the employee to undergo a medical test consistent with the conditions as set forth in this article. Indications of impaired behavior or a substance abuse problem will include, but are not limited to, the odor of alcohol on the breath, dilated or constricted pupils, accident pattern, abnormal behavior or performance for that specific employee.
- 18.5.3 The collection of the samples will be performed by a laboratory and/or by a health care professional qualified to administer and determine the meaning of any test results. The laboratory performing the test will be one that is certified by the Substance Abuse and Mental Health Services Administration (SAMHSA). The laboratory used will also be one whose procedures are periodically tested by SAMHSA where they analyze unknown samples sent to an independent party. The results of employee tests will be made available to the designated Medical Review Officer. The employee will not consume any food or liquids until after the sample is taken.
- 18.5.4 Collection of blood or urine samples will be conducted in a manner, which provides the highest degree of security for the sample and free from adulteration. Recognized strict chain of custody procedures must be followed for all samples as set by SAMHSA.
- 18.5.5 Blood or urine samples will be submitted per SAMHSA standards. Employees have the right to seek consultation with Union or legal counsel representative prior to submission of the sample, provided it does not unduly delay the process. Employees will not be witnessed while submitting a urine specimen.
- 18.5.6 Prior to submitting a urine or blood sample, the employee will be required to sign a consent and release form. An employee who refuses to submit to discovery testing will be subject to disciplinary action up to and including discharge for the purpose of administering this article.
- 18.5.7 All samples must be stored in a scientifically acceptable preserved manner consistent with SAMHSA standards.
- 18.5.8 The laboratory will test for only the substance and within the limits as follows for the initial and confirmation test as provided within SAMHSA standards. The initial test will use an immunoassay, which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels will be used when screening specimens to determine whether they are negative for those five drugs or classes of drugs:
- (a) The laboratory must use the cutoff concentrations displayed in the following table for initial and confirmatory drug tests. All cutoff concentrations are expressed in nanograms per milliliter (ng/mL).

Initial test analyte	Initial test cutoff concentration	Confirmatory test analyte	Confirmatory test cutoff concentration
Marijuana metabolites	50 ng/mL	THCA 1	15 ng/mL
Cocaine metabolites	150 ng/mL	Benzoylcegonine	100 ng/mL
Opiate metabolites			
Codeine/Morphine	2000 ng/mL	Codeine	2000 ng/mL
		Morphine	2000 ng/mL
6-Acetylmorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL
Amphetamines 3			
AMP/MAMP 4	500 ng/mL	Amphetamine	250 ng/mL
		Methamphetamine 5	250 ng/mL
MDMA 6	500 ng/mL	MDMA	250 ng/mL
		MDA 7	250 ng/mL
		MDEA 8	250 ng/mL

- 1 = Delta-9-tetrahydrocannabinol-9-carboxylic acid (THCA).  
2 = Morphine is the target analyte for codeine/morphine testing.  
3 = Either a single initial test kit or multiple initial test kits may be used provided the single test kit detects each target analyte independently at the specific cutoff.  
4 = Methamphetamine is the target analyte for amphetamine/methamphetamine testing.  
5 = To be reported positive for methamphetamine, a specimen must also contain amphetamine at a concentration equal to or greater than 100 ng/mL.  
6 = Methylenedioxymethamphetamine (MDMA).  
7 = Methylenedioxyamphetamine (MDA).  
8 = Methylenedioxyethylamphetamine (MDEA).

- (b) On an initial drug test, you must report a result below the cutoff concentration as negative. If the result is at or above the cutoff concentration, you must conduct a confirmation test.
- (c) On a confirmation drug test, you must report a result below the cutoff concentration as negative and a result at or above the cutoff concentration as confirmed positive.
- (d) You must report quantitative values for morphine and codeine at 15,000 ng/mL or above.

If confirmatory testing results are negative, all samples will be destroyed, and records of the testing expunged from the employee's file.

- 18.5.9 Reporting for work with any measurable amount of alcohol in the bloodstream (i.e. a blood alcohol level of .04 or higher) will be a basis for disciplinary action. A blood alcohol test will be performed by a qualified laboratory to determine the amount of alcohol in the bloodstream.

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

- 18.5.10 The Medical Review Officer will be employed by the collection facility and must be a licensed physician with knowledge of substance abuse disorders. The Medical Officer will be familiar with the characteristics of tests (sensitivity, specificity, and predictive value), the laboratories running the tests and the medical conditions and work exposure of the employees.

The role of the Medical Review Officer will be to review and interpret the positive test results. He or she must examine alternate medical explanations for any positive test results. This action will include conducting a medical interview with the affected employee, review of the employee's medical history and review of any other relevant biomedical factors. The Medical Review Officer must review all medical records made available to the tested employee when a confirmed positive test could have resulted from legally prescribed medication.

- 18.5.11 The laboratory will advise only the employee and the Medical Review Officer of any positive results. The results of a positive drug or alcohol test can only be released to designated Human Resources staff by the Medical Review Officer once he or she has completed her or his review and analysis of the laboratory's test.
- 18.5.12 The parties recognize that an employee has the obligation not to place him/herself in a situation where the ability to perform his/her job is impaired by drugs or alcohol. In the event an employee fails to fulfill his/her obligations, it is the responsibility of the City to remove such employee from the work environment to prevent the endangerment of the employee, fellow employees and/or the public.
- 18.5.13 Any regular employee who tests 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 discipline is not warranted, the employee involved who tests positive for drugs or alcohol may be placed in a rehabilitation status where the employee may utilize accrued paid leave or donated leave. In this case the employee will be evaluated by a licensed drug/alcohol evaluator, not employed by the City. Participation by the employee in the approved treatment program is mandatory. Once the intensive part of the program has been completed, the employee may be returned to his/her regular duty assignment, but only with a written release from the Medical Review Officer. Employees who complete a rehabilitation program may be re-tested randomly a maximum of four (4) times a year for the following two (2) years.

- 18.5.14 Employees who enter and successfully complete a rehabilitation program on their own initiative may not be subjected to re-testing, except as provided in this section. The treatment and rehabilitation will be paid for by the City only to the extent that coverage may be provided by the employee's medical insurance program through the City. Employees will be allowed to use their accrued, earned and donated leave for the necessary time off involved in the rehabilitation program. Upon completion of the program, the employee will be subject to one (1) random test during the following twelve (12) months.
- 18.5.15 Periodic progress reports from the attending health care practitioner will be provided to the City stating the prognosis of when the employees should be able to return to his/her regular duty assignment.

- 18.5.16 If an employee tests positive during the two (2) year period following the rehabilitation program, the employee will be re-evaluated by a licensed drug or alcohol counselor to determine if the employee requires additional counseling and/or treatment. The employee will be solely responsible for any costs not covered by insurance, which arise from this additional counseling or treatment. This section does not apply to employees in rehabilitation programs.
- 18.5.17 Once an employee successfully completes rehabilitation, he or she will be returned to his/her regular duty assignment.
- 18.5.18 A regular 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 or appeal any other City action.
- 18.5.19 The parties recognize that during the life of this Agreement, there may be improvements in the technology of the testing procedure, which provide more accurate testing. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements. If the parties are unable to agree on the amendments they will be submitted to impasse procedures as outlined in RCW 41.56.
- 18.5.20 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 City may have under federal, state or local statutes.
- 18.5.21 The drug-testing program was solely initiated at the request of the City. The Union will be held harmless and indemnified, including the cost of attorney's fees, for the violation of any employee's rights by the City arising from the administration of this testing process.
- 18.5.22 The City is committed to supporting employees undergoing treatment and rehabilitation for alcohol or other chemical dependency. The City will provide information to employees on available drug/alcohol abuse assistance or rehabilitation programs.
- 18.5.23 The confidentiality of all complaints and reported violations of the provisions of this policy will be strictly maintained, except as required by public disclosure laws or court orders.

## **ARTICLE 19 LABOR MANAGEMENT COMMITTEE**

- 19.1 **LABOR MANAGEMENT:** The Employer and the Union agree that a need exists for closer cooperation between labor and management. To accomplish this objective, the Employer and the Union agree that no more than three (3) duly authorized representatives of the Union shall function as one-half (1/2) of a Labor-Management Committee, the other half being no more than (3) certain representative of the Employer named for that purpose. The Committee shall meet as necessary or at the request of either party for the purpose of discussing and facilitating the resolution of all problems which may arise.
- 19.2 **MEMORANDUMS OF UNDERSTANDING (MOUS)** – Memorandums of Understanding signed and enacted during the term of this Agreement will be signed and distributed to both parties.

An original and electronic copy will be retained by the Human Resources Manager until such time the language becomes incorporated into a successor agreement.

19.3 **MULTIJURISDICTIONAL TRAINING:** In the event that multi-jurisdictional training is scheduled on a Saturday, the Chief or Assistant Chief shall, as soon as practicable 1) communication to the Union in writing, a non-arbitrary necessity for the training and 2) communicate to the Union, in writing, a non-arbitrary necessity for the training on a Saturday (as opposed to any other day).

19.3.1 The determination of the department on items 1) and 2) above shall be subject to the grievance procedure of the CBA.

19.3.2 While such multi-jurisdictional training may increase the productivity hours for that event, it is not the intent of this agreement to increase productivity hours as a matter of general policy.

19.4 **COMMUNITY PARAMEDIC:** The City and The Union agree to work collaboratively on establishing, per state law, a community paramedic program, in order to improve community outreach and assistance to the citizens of Bremerton.

## **ARTICLE 20            PHYSICAL FITNESS PROGRAM**

20.1 The Union and the City will continue to develop and refine the physical fitness program for the Bremerton Fire Department. They will work toward full implementation of the IAFF/IAFC Wellness and Fitness Initiative.

20.2 The City will continue to provide yearly fitness assessments for those employees who choose to participate. The fitness assessments shall be administered by current Peer Fitness Trainers or an outside agency.

20.3 In trying to work towards implementation of the Wellness and Fitness Initiative, the City will provide for the continuing education of the current Peer Fitness Trainers. The City will also work towards certifying three (3) additional Peer Fitness Trainers. (Goal of 6 PFTs).

20.4 Employees shall normally be granted from 8:30 am to 10:00 am to participate in their physical fitness program, shower, and be ready for duty. In the event an employee's physical fitness routine is interrupted by an emergency response or training scheduled in advance, an employee's immediate supervisor shall have the discretion to allow the employee to complete their physical fitness routine before 5:00 pm.

20.5 Designated physical fitness time shall be subject to re-evaluation during the Labor Management meetings.

## **ARTICLE 21            TOBACCO FREE WORK PLACE**

21.1 As a condition of employment, all employees hired after January 13, 2013 shall not use any tobacco products while on duty.

**ARTICLE 22                    DISCIPLINARY ACTION**

22.1    Disciplinary action, as defined by the Civil Service Rules as now stated or as hereinafter amended, may be taken against any non-probationary employee for just cause. An employee, who is the subject of a disciplinary action, must elect to follow the appeal procedures either in the Civil Service Rules, or grievance procedure. The employee selection of one procedure shall preclude the use of the other.

**ARTICLE 23                    SEVERABILITY**

23.1    In the event that any provision of this Agreement is held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal pending a final determination as to its validity, the remaining provisions of this Agreement shall not be held invalid and shall remain in full force and effect. The Union and the City shall immediately meet and attempt to renegotiate any provision found invalid.

**ARTICLE 24                    ENTIRE AGREEMENT**

24.1    The Union and the City acknowledge that each has had the unlimited right and opportunity to make proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, the City and the Union each voluntarily and unqualifiedly agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically covered by the Articles of this Agreement during the term of this Agreement, except as mutually agreed upon.

**ARTICLE 25                    TERM**

25.1    The terms of this Agreement shall be in effect upon January 1, 2019, unless otherwise provided within the terms of each Article, and shall remain in effect through December 31, 2021. Negotiations for a successor agreement shall commence no later than August 1, 2021. Upon the approval of the Council, this Agreement shall become binding upon the City, the Union and all of the employees in the bargaining unit covered by this Agreement.

DATED THIS 8<sup>th</sup> day of July, 2019.

CITY OF BREMERTON:

IAFF LOCAL #437

  
Charlotte Nelson  
Human Resources Manager

  
Robert Ashmore  
President

  
Greg Wheeler, Mayor

  
Chris Rotter  
Vice President

  
Alexander M Magallon  
Secretary-Treasurer

ATTEST:

  
Angela Woods  
City Clerk

APPROVED AS TO FORM:

  
Roger Lubovich  
City Attorney