

AGREEMENT BETWEEN

THE CITY OF PORT ANGELES

AND

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL #656

January 1, 2016- December 31, 2018

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**AGREEMENT BETWEEN THE CITY OF PORT ANGELES
AND
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL #656**

ARTICLE I - GENERAL PROVISIONS

Section A - Preamble

Purpose: This contract entered into by the City and IAFF Local #656 has as its purpose the setting forth of the full and entire understanding of the parties regarding the matters set forth herein, reached as the result of negotiations for wages, hours, and other terms and conditions of employment of the employees covered by this contract.

Section B - Recognition

The City recognizes the Union as the bargaining representative for purposes of establishing wages, hours, and working conditions. The terms and conditions set forth herein shall apply to employees in the following classifications:

Firefighter	Firefighter/Paramedic	Medical Officer
Fire Captain	Fire Prevention Specialist	Training Officer
Fire Lieutenant	Paramedic/Lieutenant	

The Union agrees to provide the names of the Union officers and any changes to the Human Resources Manager.

Section C - Savings Clause

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

In such event, the parties agree to renegotiate the invalid provision(s) of the Agreement, which shall have no effect on the remaining provisions of the Agreement.

Section D - Non-Discrimination

The City and the Union agree that they will not discriminate against any employee by reason of race, creed, age, color, sex, sexual orientation, genetic information, national origin, religion, handicapped status, marital status, or membership or non-membership in a Union.

Whenever notations are used in the masculine gender, they are intended to apply equally to either gender.

ARTICLE II - RIGHTS OF PARTIES

Section A - Management's Rights

The City and its management representatives shall retain all customary rights, powers, functions, and authority normally reserved by management, consistent with State law, local ordinances, and Department rules and regulations, except as limited by terms of this Agreement or applicable State or Federal laws, and shall include but not be limited to the following:

1. Determine the mission of the City and respective Departments, commissions, and boards.
2. Set standards of service and performance standards; establish reasonable work rules/regulations, safety procedures, and personnel policies and procedures.
3. Select, increase, diminish or change equipment, vehicles, machinery, etc., including the introduction of any and all new, improved or automated methods or equipment.
4. Assign work and establish reasonable work schedules for all regular and overtime hours.
5. Engage in all types of personnel transactions and disciplinary proceedings in accordance with established ordinances and rules.
6. Effect a reduction in authorized positions because of a lack of work, fiscal limitations, organizational changes, or other legitimate reason.
7. Determine the number and classification of personnel.
8. Take any action necessary to carry out its mission in an emergency.
9. Discipline and/or discharge for just cause with due process, in accordance with applicable local, State or Federal laws.

Section B - Retention of Benefits

The City assures the union that in placing the terms of this Agreement into effect, the Department shall not proceed to cancel benefits or privileges generally prevailing for employees, even though such benefits or privileges are not itemized in this Agreement.

The Union assures the City that in placing the terms of this Agreement into effect, Union members shall not seek to gain additional benefits and privileges through this Article, but shall make all such items subject to the collective bargaining process.

All disputes between the City and the Union shall be subject to the grievance procedure.

Discipline: The City shall not discipline or dismiss any permanent employee bound by this agreement except for just cause.

Disciplinary matters that have direct economic consequences to an employee such as suspensions, demotions and termination shall be subject to the grievance procedure, including arbitration. Verbal and

written warnings are subject to the grievance procedure however, they are not subject to arbitration.

Section C - Union Security and Payroll Deduction

1. It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing.

It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall, by the thirtieth (30th) day of their employment, become and remain members in good standing in the Union; or in lieu thereof, pay each month a service charge equivalent to Union dues, assessments, and initiation fee paid to the Union, as a contribution toward the administration of this Agreement.

If objections to joining the Union are based on bona fide religious tenets and the employee objects to joining the Union because of such beliefs, the employee shall pay an amount of money equivalent to Union dues, assessment, and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Union to which the employee would otherwise pay the Union dues, assessments and initiation fees. The employee shall furnish written proof to the Union that such payment has been made. If the employee and the Union do not reach agreement on the organization, the Public Employment Relations Commission shall designate the charitable organization.

2. The Union agrees that membership in the Union will not be denied or terminated for any reason other than the failure of the employee covered by this Agreement to tender the Union dues, assessments, and initiation fees required as a condition of membership in the Union. The parties also agree that if an employee fails to fulfill the obligation in (1) above, the Union shall provide the employee and the City, within thirty (30) days, notification of the employee's failure to comply with this section and during this period, the employee shall make restitution in the amount which is due or the City shall terminate employment.
3. Payroll Deductions. It is agreed that the City shall permit payroll deductions for Union dues or other related deductions properly requested through payroll deduction authorization procedures established by the City and such deductions shall be subject to data processing limitations. Remittance of the total amount of all such Union-related deductions made from employees' salaries shall be made to the Union within procedures established by the City, normally within one week after the City pay day. Any errors or omissions in deductions brought to the attention of the City shall be corrected on the following pay period.

Union dues for each member shall be equal to 1.5% of top step Firefighter wage. Dues shall be deducted on a monthly basis.

4. Indemnification Clause. The Union agrees to indemnify and hold the City harmless from any liabilities of any nature which may arise as a result of the application of this Section.
5. Temporary employees covered by this Agreement shall contribute an amount equal to Union dues,

assessments and initiation fees on a monthly basis. The contribution shall be made by the employee to the Union through payroll deduction, with the Union contributing the funds to one of the following charities: Northwest Burn Foundation; Muscular Dystrophy Association; or a local charity selected by Local #656.

Section D - Personnel Records

The City and the Union recognize that the employees' official personnel file relative to any personnel actions (i.e., promotion, disciplinary actions, performance evaluations, pay status, etc.) shall be kept and maintained in the Human Resources Office. Departments may keep and maintain employee personnel files but such information in the Department files shall not be used relative to taking personnel actions that result in information being placed in the official personnel file.

An employee may review their personnel file in the Human Resources Office or Fire Department upon request, with reasonable notice, and may have a copy of any information placed in the file(s). Whenever a Department Head places information concerning the employee in the official personnel file it shall be dated and signed by the employee and a copy will be provided to the employee. If such information is the result of disciplinary action or an unsatisfactory performance evaluation, the employee may submit a rebuttal which shall be made part of the employee's personnel file. Such a response by the employee shall be submitted within thirty (30) days of receipt of the disciplinary action or performance review and shall be of reasonable length.

Section E - Labor/Management Committee

In the interest of developing mutual trust and open communications between the parties, and improve employee/employer relations, the parties agree to establish a Labor/Management Committee to meet at times mutually agreed upon.

The members of this Committee for the City shall be the Human Resources Manager, the Fire Chief, or others designated by the City Manager.

The members of this Committee for the Union shall be the Union President, Vice-President, and one other person selected by the Union. Other persons selected by the Union who are affected by an issue under discussion may attend; however, such attendance is permitted as long as staffing needs are adequately met, with approval of the Fire Chief.

Section F - Agreement Binding on Successors

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

Section G - Seniority List

The City shall provide the Union with an updated seniority list annually upon request. Any corrections to the seniority list shall be brought to the attention of the Fire Chief and submitted to the Human Resources Manager for verification. After corrections are made, the seniority list shall be re-posted.

Contract references to paramedic seniority shall be applied based upon the hire date of the employee. Personnel who attain paramedic certification after hire shall retain departmental seniority and shall be considered eligible for floater assignments based upon their date of hire.

Section H – Layoff and Recall

If necessary, reductions in force shall be accomplished using the department's seniority list consisting of all firefighters and all paramedics, and then by laying off those personnel in the reverse order of their department seniority, without regard to classification until contractual minimum manning levels are reached.

Officers shall not be laid off until contractual minimum manning levels have been reached in both the paramedic and firefighter job classifications. Officers subject to layoff or position elimination may bump back to firefighter and/or paramedic positions to avoid layoff, as long as they meet the qualifications of the position.

Employees are eligible for re-employment from layoff for twenty-four (24) months from the date of layoff. However, no benefits shall accrue during such term of layoff. Employees shall be recalled in inverse order of layoff and the City shall not hire from the open recruitment list while employees on the recall list are eligible for re-employment.

Re-hired employees will start at the same pay step held prior to layoff.

Years of service prior to layoff will be counted toward employees' length of service with the city.

Section I - Bulletin Board

The City agrees to provide space in the City Fire Station for a Union bulletin board, for notice of official union business. The Union shall be responsible for maintaining the bulletin board in a neat and orderly manner.

Section J - Union Officers Shift Coverage

The City shall provide shift coverage to maintain contractual minimum manning levels for Union elected representatives during contract negotiations. Coverage for elected officials for those events of mutual benefit to the City and Union (Labor Management meetings, etc.) shall be covered at the Chief's discretion. The number of elected representatives for this section is limited to three.

Section K – Personal Vehicle Coverage

In the event of an accident, the City agrees to reimburse employees, to a maximum of \$500 per occurrence, for vehicle damage and towing expenses incurred during emergency callback in private vehicles. Only expenses not covered by employee's insurance will be reimbursed.

Employees shall be covered under this provision from the time of response request until such time they are relieved from duty.

The City shall indemnify off-duty responding employees as they would as outlined within the current labor contract. This section does not apply if the employee has violated any vehicle law and is cited.

Section L - In Service Training

The City agrees to include in compensable hours, time spent by employees for "in-service" medic related training, medic run reviews, and employee staff meetings to discuss medic-related matters. Time spent outside of normal scheduled hours shall be paid for at the overtime rate, and such meetings shall be of reasonable length and authorized in advance by a chief officer.

Such training shall be mandatory as assigned by the Department unless excused because of sick leave or vacation or if cancelled or rescheduled with less than 30 days notification. With the exception of sick leave, all absences from these duties shall be excused in writing prior to the event. Written absence forms, signed by the employee and the shift officer, will be utilized.

The department shall post a list of paramedic training dates for the upcoming calendar year each December. A paramedic in-service and/or run review cancelled or rescheduled with less than 30 days notification shall not be considered an eligible CME opportunity.

Paramedic Personnel shall attend a minimum of 8 out of the previous 12 eligible training sessions.

ARTICLE III - WORKING CONDITIONS

Section A - Work Stoppage

The Union agrees that there shall be no strikes, slowdowns, work stoppage, or any interference with the efficient management of the Fire Department.

Section B - Work Schedule

Shift Personnel: The work schedule for 24-hour shift Fire personnel will be an average of 56 hours per work week, less a 17.54 "Kelly Day" credited each 28-day duty cycle. The Kelly Day may be taken as vacation in 12-hour increments, subject to Departmental manning. Twelve hours of Kelly time may be carried over into the next calendar year. The work schedule shall be further reduced by a compensation method of paying for 96 hours per year at the overtime rate, which corresponds to 7.38 hours each 28-day duty cycle. The combination of the Kelly Day, together with this amount, subtracted from 2,912 hours per year, approximates a 49.77 hour work week.

Compensation for the 96 hours noted above shall be paid twice annually; one half the first pay check in July, the second half in December of the calendar year. The rate of pay for the 96 hours shall be at time-and-one-half the employee's base rate of pay.

Personnel transferring from a 24-hour shift schedule to an 8-hour shift schedule shall have their annual bank of Kelly time reduced 17.54 hours for each 28-day cycle contained in the remainder of the year. If the person has used more Kelly time than accrued, at the employee's discretion, vacation or floating holiday time will be deducted accordingly. Upon transferring, the City agrees to honor all previously scheduled leave for such employee under the same conditions and manner as originally scheduled.

The daily work hours assigned shall be maintained as authorized in the Port Angeles Fire Department Operational Guidelines manual upon execution of this Agreement.

In the event an employee is on disability leave or leave without pay for one 28-day duty cycle or greater, the payment of the 96 hours shall be reduced a pro-rated amount based upon the number of months on leave in the respective half of the calendar year, and that same amount shall be credited back to the employee's sick leave balance. Sick leave would only be credited back in those circumstances where sick leave was deducted. Fire Department administration will coordinate with payroll to make any necessary adjustments.

Floater Work Schedule: The Floater schedule is flexible and based upon a 28-day duty cycle. The floater schedule shall be posted 45 days in advance and is only subject to change with a minimum 30 day notice. A minimum 30 day notice of cancellation is required for leave, which involves floater scheduling. Leave that has been previously approved will only be allowed to be cancelled within a 30-day notice if both of the following conditions exist:

- Floater has already been scheduled to work on the assigned day and
- Leave has been requested within 30 days of cancellation notice.

Once personnel complete their probation they shall fall into the floater rotation at the next regularly assigned interval for either paramedic (1 year) or Lieutenant (2 year).

1. Floater Picks: Every 28-day cycle, each floater will be scheduled for nine (9) shifts with the exception of June, July, and August, which will be ten (10) shifts.

2. Scheduling:

- A. The first priority is to bring the shift up to minimum staffing to cover paid leave.
- B. The second priority is to preserve two (2) paramedics and one officer per shift.
- C. Administration and floaters will work together to minimize those shifts which exceed six (6) personnel.
- D. Floaters can then submit up to 15 shifts that they would like to have off, which may include consecutive days. These will be submitted two (2) months in advance, on the last day of the month. The Administrative Assistant will then make selections by alternating between floaters. In the event one or neither floater submits requests by the end of the month, the Administrative Assistant will fill in the 18 or 20 picks attempting to group in a three-shift cycle.

3. In the event of an extended shift shortage, reassignments will first attempt to accommodate the floater with the least amount of impact, then through seniority if neither floater volunteers for the assignment. After the initial assignment, reassignments will be on a rotational basis if neither floater volunteers.

4. A Chief Officer has the ability to approve changes submitted by the floater within the 30-day period.

5. When assigned to a shift, the floater will be treated as a member of the shift. The floater will be inserted into each shift's overtime rotation and/or matrix to ensure an equal opportunity for overtime as compared to other shift members.

6. Upon accepting or being assigned to the floater position, there will be a minimum one (1) year commitment with right of retention for up to three (3) continuous years. Acceptance or assignment shall be made by November 1st for the upcoming year, after which it will be offered based upon seniority. If at any time no one volunteers for the floater position, one of the four (4) junior paramedics who have completed probation and have not served as floater will fill the position. The rotation will begin with the most junior paramedic and rotate upward through the four. If one of the four junior paramedics has already

served as floater, the rotation will skip to the next paramedic in the group who has not filled the position. This will insure equal distribution of the position, the goal being to have each paramedic serve one out of every four years.

When shift manning is at six or seven and the floater is working, the floater will report to the Fire Marshal for other duties. These duties will not include station maintenance. If the floater, shift officer, and Fire Marshal are in agreement, a person other than the floater can report to the Fire Marshal for other duties. Required training shall take priority over all other assigned duties.

For periods in excess of 45 days where one shift is below its full staffing level of six personnel, a floater shall be reassigned to the affected shift for the duration of the manning shortage. At the time of reassignment the City agrees to honor and accept all previously scheduled leave in the same conditions and manner as originally scheduled. These situations may arise due to reasons such as a disability or delayed hiring. In the event there is more than one disability or an extenuating overtime impact, the Fire Chief will meet with the Firefighters Local #656 to discuss the appropriate reassignment of personnel, if necessary.

This reassignment is an effort to maintain a minimum staffing level of five, only allowing pre-approved paid leave to reduce this level.

7. Upon accepting or being assigned to the Lieutenant floater position, there will be a minimum two (2) year commitment. Acceptance or assignment will be made by November 1st for the upcoming year, after which it will be offered based upon seniority. If at any time no one volunteers for the floater position, one of the four (4) Lieutenants who have completed probation and not served as floater will fill the position. The rotation will begin with the most junior Lieutenant and rotate upward through the four. If one of the four lieutenants has already served as the floater, the rotation will skip to the next in the group who has not yet filled the position. This will ensure equal distribution of the position, the goal being to have each Lieutenant serve two out of every eight years as floater. An extension shall be allowed at the conclusion of a two year term as Lieutenant floater, provided there is mutual agreement from the next up eligible Lieutenant. An extension shall require another two year commitment.

Fire Prevention Specialist: The workweek for personnel assigned to Fire Prevention shall be a 40 hour work week, with 8 hour work days. Changes to the work schedule shall be posted 30 days in advance.

Training Officer: The workweek for the Training Officer shall be a 45-hour workweek which includes night drills and meetings relating to training or equipment maintenance. The Assistant Chief will set the assignment schedule with 30 days notice of any changes.

Lunch hour will be considered time off for purposes of scheduling and call-back.

Required evening drills and meetings will be a 2-hour minimum for purposes of hours scheduled.

Flex Time Provision: To accommodate needed flexibility within the Training Officer's work schedule, flex time may be approved to be utilized within a 28-day cycle.

The Training Officer's 28-day cycle is defined as 180 hours. The Training Officer's work day may vary based on work assignments, as long as the number of hours worked in the 28-day cycle does not exceed 180 hours. Flex time requires mutual approval and is intended to provide joint flexibility for both the

employee and the Department and is utilized on a hour to hour basis.

Section C - Minimum Manning

The Fire Department shall maintain at all times a minimum manning of four personnel from the bargaining unit, with one being a Firefighter/Paramedic and one shift officer.

Section D - Staffing:

It is recognized by the Fire Department that it is advantageous to provide staffing at a level above minimum manning to better meet the operational needs of the Department.

1. Full shift staffing shall consist of six personnel. One shall be a Captain. Of the remaining personnel, one shall be a Lieutenant and at least three shall be paramedic certified. The Lieutenant may be one of the paramedic certified personnel.
2. Vacation leave and shift trades will be approved as long as it does not affect minimum staffing, which is defined as a minimum of 5 personnel, with 2 being Paramedics and one shift officer.
3. The Department will call back a Paramedic for overtime pay in the event shift staffing falls below two Paramedics. It is understood that a budget crisis created by a long-term disability or excessive overtime could impact the Department's ability to pay the necessary overtime. If this occurs, the Department will attempt to minimize the duration in order to provide two Paramedics on shift as much as possible.
4. If at any time the Department loses a shift position due to a budget crisis, it is understood by management, that the two Paramedics minimum staffing may be renegotiated.
5. Fire Department administration reserves the right to reduce to minimum manning under exceptional circumstances such as specialized training where the long-term benefits outweigh the short-term reduction in staffing.
6. It is the intent of the department to maintain a qualified officer on shift at all times. In the event that shift staffing falls below one officer, the department will call back one officer utilizing the overtime provision of the contract.

The Lieutenant floater can be reassigned one time per calendar year with 14 days notice. Such reassignment will be in the case of a known circumstance that would cause excessive overtime. Prescheduled paid leave will be honored during the reassignment.

Section E - Shift Trading

Each member of the Fire Department receiving prior written permission from the Fire Chief or designee shall have the privilege to exchange shifts with other firefighters, providing no additional costs to the City are incurred by this exchange. Officers shall trade only with other officers.

Section F - Indemnification of Employees

The City shall indemnify employees as authorized in the Port Angeles Municipal Code, Chapter 2.64, and State R.W. 4.96.041.

Section G - Tobacco Use

Employees shall not habitually smoke tobacco on or off the job as a condition of employment. If any of these members subsequently begin habitually smoking tobacco, they will be required to participate in a tobacco cessation program, mutually agreed upon, and paid for by the City. The smoking cessation program will be a one-time offer and must be successfully completed in 6 months or less. If the member continues to habitually smoke tobacco on or off duty, they will be subject to discipline procedures up to and including termination. This policy does not apply to the use of smokeless tobacco.

Section H - Promotions/Assignments:

All personnel hired after January 1, 2008, shall be required to obtain IFSAC Firefighter II certification in order to be eligible for promotion to Top Step Firefighter. For those personnel who have already attained Top Step Firefighter or Firefighter/Paramedic and are not enrolled in the IFSAC certification system, IFSAC Firefighter II certification equivalency will be granted upon request, after validation by the Training Officer and the Chief of the Department. For those personnel enrolled in the IFSAC certification system who have already attained Top Step Firefighter or Firefighter/Paramedic, the Department will provide IFSAC Firefighter II training opportunities on duty or compensated at the overtime rate of pay for off-duty classroom attendance.

The City agrees to post the reading list for written examinations three months prior to the test date. The City agrees to maintain at least one copy of all books on the reading list at Station 11.

If there is no interest in a vacant position, the City may appoint an individual or hold an external recruitment for the position as currently established with all wages, hours, and working conditions. The appointment shall not exceed two years without mutual acceptance. At the conclusion of two years, the person shall be reassigned to their previously held position. However, at the conclusion of two years, if there is no objection from other interested bargaining unit personnel, the person shall have the option to remain in the position.

The City agrees to maintain a Lieutenant eligibility list. This eligibility list will be established from those individuals who successfully pass a written Lieutenant's examination. If three or more qualified candidates remain on the eligibility list at the conclusion of one year, the eligibility list may be extended for up to an additional year. The eligibility list shall not exceed two years.

An Associated Degree or higher will be required to be promoted to Lieutenant. The Lieutenant test shall be open to those employees that have completed two years with the Port Angeles Fire Department. Those employees who do not meet the requirements for Lieutenant at the time of the test, shall be ranked on the list but not eligible for promotion, until they meet the position requirements. For position openings, the candidates on the Lieutenant's eligibility list will advance to a comprehensive assessment center. An assessment center will only be held when an opening is expected.

For the position of Captain, the parties agree that a comprehensive assessment center will serve to establish the promotional list. That Captains promotional list will be established no longer than 60 days after position availability, unless both parties agree upon extension. The positions of Suppression Captain, Training Officer and Medical Officer will be filled from this list.

For all promotions, the rule of three shall apply.

Lieutenant eligibility must meet the following requirements:

An Associate's Degree or higher will be required to be promoted to Lieutenant.

Must have a minimum of three years experience as a firefighter with the Port Angeles Fire Department with a total of four years career firefighter experience.

Must be a Washington State Certified EMT or Paramedic and maintain current certification.

Must possess and maintain a valid Washington State drivers license.

After promotion to Lieutenant the member is required to obtain Level I Fire Instructor within one year and obtain certification as an IFSAC Fire Officer I within three years. For those personnel enrolled in the IFSAC certification system who have already attained Top Step Firefighter or Firefighter/Paramedic, IFSAC Fire Officer I certification must be obtained within four years. These requirements will be provided to the Lieutenant on duty or compensated at the overtime rate of pay for off-duty classroom attendance. If the employee chooses to challenge the IFSAC Fire Officer I test, the individual will be compensated for testing time for the first attempt only.

After promotion to Lieutenant, the employee must complete Hazardous Materials On-Scene Commander training within one year.

An Associate's Degree will be required to be eligible for promotion to Lieutenant.

Captain eligibility must meet the following requirements:

Only Lieutenants who have completed probation as a Lieutenant are eligible to test for Captain positions.

No Captain may transfer out of their position into another Captain level position. Captains must compete in the entire examination process, to be eligible for another Captain level position.

Graduation from High School or equivalent; must possess an Associate's Degree. Must be a Washington State certified EMT and maintain certification. Must possess and maintain a valid Washington State Drivers license.

Must meet all Lieutenant position requirements.

Employee must obtain certification as IFSAC Fire Officer II within three years of promotion to Captain. These requirements will be provided on duty or compensated at the overtime rate of pay for off-duty classroom attendance. If the employee chooses to challenge the IFSAC Fire Officer II test, the individual will be compensated for testing time for the first attempt only.

Personnel holding the rank of Captain as of 1/1/2008 must obtain certification for IFSAC Fire Officer I and II within 10 years (prior to 1.1. 2018). This training will be provided on duty or compensated at the overtime rate of pay for off-duty classroom attendance. If the employee chooses to challenge the IFSAC Fire Officer I and II tests, the individual will be compensated for testing time for the first attempts only. Employees will be required to demonstrate that they are working towards certification during the 10-

year certification period.

If, due to unforeseen circumstances, practical difficulties arise with IFSAC certification testing opportunities, all parties agree to come together to reach a mutually agreeable resolution, acknowledging that the intent is that certification is through an independent third party evaluation.

Section I, Entry Level Examination Interview Boards:

The Union will select two employees from within the Department to serve on the entry-level interview board. One will be an officer and the second will be an employee in the Department with five or more years of service. Such appointments to the interview board shall be subject to the approval of the Department Head.

The individuals selected for the interview board will be on paid time while serving on the board. Additionally, the City will maintain minimum manning levels if the person selected is on duty the day of the interview.

Section J - Special Assignments

For special assignments, the City agrees to post the position(s) for a minimum of 14 calendar days prior to appointment. Interested individuals will submit a letter of intent to the Chief or designee. The Chief will make the appointment at the conclusion of the posting period. Note: Special assignments may include SCBA, PMO, EMT to paramedic certification, hose maintenance, and other related miscellaneous work assignments.

Section K - Light Duty

LEOFF II employees on disability or extended sick leave for greater than six consecutive shifts which precludes them from performing their regularly assigned duties, shall be guaranteed light duty work assignments.

Before being assigned to light duty, an employee shall be medically released for such light duty assignment by their licensed medical doctor. A Fire Administrator shall furnish the employee's medical doctor with a list of duties, work schedule, and physical limitations involved with light duty assignment.

Light duty assignment shall only be assigned for an employee who can work four consecutive hours or more each day. Light duty assignments shall not exceed 5 days per week.

All light duty assignments shall be related to fire prevention, training, and/or minor maintenance on equipment/apparatus. Light duty personnel will not perform station/facility maintenance duties.

An employee may exercise their option to utilize paid leave in lieu of light duty assignments, up to a maximum of 45 calendar days for the initial period of disability. After such 45 days, the employee must report for light duty assignments as approved by the physician.

Section L - Temporary Re-Assignments

The Parties enter into this agreement in order to address reassignment of employees, which fall outside the scope of regularly scheduled shift rotation, such as temporary transfers between shifts A-B-C.

The Union recognizes the City's right to make shift assignments. In the event the City plans to reassign an individual from one shift to another, the City agrees to provide a minimum 21-day notice to the

employee, except in an emergency where such notice is not reasonably possible.

Excluding Floaters, re-assignment of an individual shall not exceed one time per 12-month period.

The written notice from the City to the Union and the employee will indicate the employee(s) affected, describe the reason for the proposed change, and the anticipated duration of the assignment. Duration of re-assignments will not exceed 4 months in length. In making shift changes for individual employees, the City will take into consideration previously scheduled leave and attempt to minimize any disruptions to the employee.

Upon making a re-assignment, the City agrees to honor and accept all previously scheduled leave in the same conditions and manner as originally scheduled.

If an employee being re-assigned has incurred documented costs for non-refundable travel plans (i.e., airline tickets, lodging, and other similar expenses), the City agrees to fully reimburse the employee for these expenses.

In the event that a re-assigned employee is scheduled to work more shifts within the calendar year than they would have if no transfer had occurred, the additional shifts shall be compensated at the overtime rate of pay for that employee. Compensation for these added hours worked will be completed upon transferring back to their original position.

Section M: Standby for Paid Events: For public events that charge an admission fee or generate revenue and request PAFD standby, the city agrees to pay overtime for a minimum of 2 paid personnel of the department for the duration of the event. This does not exclude additional volunteer personnel from participating.

Section N : Weekend and After Hours Inspections

The shifts will assume responsibility for routine weekend and after-hours inspections, not including inspections which would take a unit out of service. Inspections falling between 9:00 p.m. and 7:00 a.m. will be the Fire Marshal's responsibility.

Section O - Drug and Alcohol Testing

Purpose: The City recognizes that employees that have used alcohol and drugs may be able to be rehabilitated to return as productive employees. To this end, the City establishes a policy that alcohol and drug usage is a treatable condition. We value our employees and therefore will provide a one-chance option for rehabilitation if an employee tests positive for alcohol or drugs. However, if the severity of the incident warrants termination in the sole judgment of the City, we reserve the right to discharge an employee from City employment without offering a rehabilitation program.

Policy: Reporting to work under the influence of alcohol and/or illegal drugs, or the use, sale, or possession by an employee of illegal drugs is strictly prohibited and may result in disciplinary action, including immediate termination. For the purpose of this policy, substances that require a prescription or other written approval from a licensed physician or dentist for their use shall also be included when used other than as prescribed. Each employee must advise the employer if they are using prescriptions or other over-the-counter drugs they know, or reasonably should know, may impair their ability to perform job functions and/or operate machinery such as automobiles. Under appropriate circumstances, the employer

may request the employee provide written medical authorization to perform various essential job functions from a physician while using such drugs.

A voluntary request by an employee for assistance with their alcohol or drug abuse problem will remain confidential and shall not be used as the basis for a last chance agreement or disciplinary action, provided that the request for assistance is initiated prior to being identified as impaired through the procedures herein.

Where a supervisory employee has a reasonable suspicion to believe an employee is under the influence of alcohol or illegal drugs or is using illegal drugs, the employee in question will be asked to submit to discovery testing including breath tests, urinalysis and/or a blood screen to identify any involvement with alcohol or illegal drugs.

Reasonable suspicion shall be based on specific, contemporaneous, and articulable observations concerning the appearance, behavior, speech, or body odors of the employee. Possession of alcohol or a controlled substance while on duty is a prohibited behavior and will, at a minimum, result in reasonable suspicion testing.

An employee who refuses to submit to discovery testing for alcohol and/or illegal drugs shall be conclusively presumed to be under the influence of alcohol or an illegal drug for the purpose of administering this article.

Refusal to submit to a City-ordered alcohol or drug test or refusal to sign the required test forms, shall constitute as the same as falsifying, tampering, obstructing the testing process, or contaminating the sample and shall result in termination, without a last chance process for rehabilitation or treatment.

If the results of the drug or alcohol tests are positive, and support a conclusion that the employee used an illegal drug or alcohol, or reported to work while under the influence of drugs or alcohol, the employee may be subject to discipline including immediate discharge.

Reporting and Verification of Test Results: The reporting and verification of positive test results shall be in accordance with the City's Commercial Driver's License testing policy, Section 6, except for Sections 6.2.5 and 6.3.4. Section 6.2.5 shall read "The Program Manager will report verified positive results to the Department Head". Section 6.3.4 shall read "If the split specimen is unavailable or inadequate for testing, the Medical Review Officer (MRO) shall cancel the test and report the cancellation and reasons therefore to the City Program Manager and the affected employee".

Disciplinary Procedures: In the event of a positive drug or alcohol test, the City shall evaluate the circumstances related to the incident and impose disciplinary measures, up to and including termination. Any employee who refuses to submit to a City-ordered controlled substance test will be subject to immediate discharge.

If an employee tests positive for drugs or alcohol and has not previously gone through a rehabilitation program, the City will provide a one chance option for rehabilitation, unless in the judgment of the City the circumstances warrant immediate discharge. Any rehabilitation program costs will be as provided

through the City's medical plan. Any costs beyond the medical plan coverage shall be the sole responsibility of the employee.

Upon successful completion of the rehabilitation program, the employee may return to work after a drug test to determine that the employee is drug free. Thereafter, the Substance Abuse Professional (SAP) may conduct a random drug test on the employee at any time for the next year from the date of returning to work.

In the event one of the random tests are positive, the employee will be terminated. Random tests will be conducted in accordance with this policy.

Any employee that completes a rehabilitation program to retain their employment with the City will also sign a last chance agreement, as provided by the City. The employee and the affected union representative will sign the agreement. Failure of the employee to sign the agreement will result in discharge. The last chance agreement shall include a waiver of any appeal procedures to the labor contract or Civil Service should the employee violate the agreement and/or fail a drug test. The last chance agreement shall be consistent with this policy.

Definitions: For the purpose of administering this article, the following definition of terms is provided:

Reasonable Suspicion - Reasonable suspicion is based on specific objective facts and reasonable inferences from those facts in the light of experience, that discovery testing will produce evidence of illegal drug or improper alcohol use by that particular employee.

Under the Influence - The following cut-off levels shall be used for the initial screening of specimens to determine whether they are negative for these drugs or classes of drugs:

<u>Drug</u>	<u>Test Level</u>
Amphetamines	1000 ng/ml
Barbiturates	300 ng/ml
Benzodiazepines	300 ng/ml
Cannabinoids	100 ng/ml
Cocaine metabolites	300 ng/ml
Methadone	300 ng/ml
Methaqualone	300 ng/ml
Opiates (codeine)	300 ng/ml
Opiates (Morphine)	300 ng/ml
Phencyclidine (PCP)	25 ng/ml
Propoxyphene	300 ng/ml

Level of the positive results for ethyl alcohol - 0.05 gr/dl

Illegal Drugs - are defined as all forms of narcotics, depressants stimulants, hallucinogens and cannabis which sale, purchase, transfer, or unauthorized use or possession is prohibited by law.

Over-the-Counter Drugs - are those which are generally available without a prescription and are limited to those drugs which are capable of impairing the judgment of an employee to safely perform the employee's duties.

Prescription Drugs - are defined as those drugs which are used in the course of medical treatment and have been prescribed and authorized for use by a licensed practitioner/physician or dentist.

Supervisory Employee - is defined as a departmental chief officer.

Procedures: If an employee is required to submit to a drug test, the following procedures shall be followed:

- The employer shall pay the cost of testing, unless otherwise noted in this policy.
- The employee shall be given an opportunity to confer with a union representative if one is readily available and the employee has requested a representative.
- The employee shall be given an opportunity to explain to the MRO the reasons for the employee's condition, such as reaction to a prescribed drug, fatigue, exposure to toxic substances, or any other reasons known to the employee.
- The employer may request urine and/or blood samples.
- Urine and blood samples shall be collected at a local laboratory, hospital, or medical facility, on City time. The employer shall transport the employee to the collection site. The employer and/or union representative may be allowed to accompany the employee to the collection site.
- If an employee is relieved from duty while awaiting the test results, they will be placed on paid administrative leave.
- The duration of a rehabilitation program, as recommended by the SAP, shall not be grounds for dismissal.
- All specimen containers and vials and bags used to transport the specimen shall be sealed to safeguard their integrity and proper chain-of-custody procedures shall be followed.
- The testing of the samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall be one that is certified by the National Institute of Drug Abuse (NIDA)
- If a specimen tests positive in an immunoassay screen test, the results must be confirmed by a gas chromatography/mass spectrometry test. The specimen must show positive results at/within the following limits on the GC/MS (gas chromatography/mass spectrometry) confirmatory test to be considered positive:

If immunoassay is specific for free morphine, the initial test level is 25 ng/ml.

<u>Confirmatory Test:</u>	<u>Limit</u>
Marijuana metabolites	15 ng/ml
Cocaine metabolites	150 ng/ml
Opiates: Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml

Amphetamines: Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml

- The City shall notify the employee and the union of their option to requisition a sample of the specimen and to send it to the laboratory chosen by the employee or union for testing. The cost of this test will be paid by the union or the employee. Failure to exercise this option may not be considered as evidence in an arbitration or other proceeding concerning the drug test or its consequences.
- The employee and the union shall be informed of the results of all tests and provided with all documentation regarding the tests as soon as the test results are available.

The parties agree to use the Medical Review Officer (MRO) in the Virginia Mason Drug Proof facility to review all confirmed positive test results and communicate those results to the employer.

The MRO shall have the responsibility to determine when an individual has failed a drug test in accordance with the standard enumerated herein.

Section P – Shift Assignments

All three (3) shifts shall be balanced to reflect overall department longevity. Room assignments shall be grouped based upon seniority, with exception of officers, and shifts will include one member from each group.

As members retire, personnel may need to change rooms to maintain a balanced shift mix.

Any adjustments to maintain a balanced shift will be identified by November 1 of each year for implementation in January of the New Year.

ARTICLE IV - COMPENSATION

Section A - Wages

Parties agree to amend the contract salary schedule to add a total of four (4) additional pay steps to all classifications. Two 5% interval steps shall be added prior to the lowest step and two 3.25% interval steps will be added after the highest step.

Parties agree that with the addition of these extra pay steps, no loss of pay shall occur due to promotion. Any employee promoted will advance to the next higher pay scale at time of appointment.

Cost of Living Adjustments -

January 1, 2016 - 1%

January 1, 2017 – 100% CPI-W Seattle, Tacoma, Bremerton June to June minimum 1% maximum 3%

January 1, 2018 - 100% CPI-W Seattle, Tacoma, Bremerton June to June minimum 1% maximum 3%

January 1, 2017 – All employees at top step of their classification will receive 3.25% wage adjustment. Employees not at top step will receive their regular step increase on their anniversary date.

January 1, 2018 - All employees at top step of their classification will receive 3.25% wage adjustment. Employees not at top step will receive their regular step increase on their anniversary date.

Deferred Compensation: In lieu of the City providing a long-term disability plan, the City agrees to contribute an amount equal to the actual premium paid by the employee for the IAFF disability insurance plan and pay that amount into a deferred compensation plan for the employee.

Any member receiving sick leave payments from the City is required to remit payment of any WSCFF/Standard Disability benefits back to the City. The City agrees that the funds referenced above will be used to "buy-back" sick leave being used during the course of the disability.

Section B - Tuition Reimbursement

Any member covered by this Agreement is entitled to 80% reimbursement for tuition and book costs for any course directly related to their job, provided the member has gained the approval of the Fire Chief prior to registration for the class of instruction. All members requesting reimbursement for tuition and books will be expected to meet the minimum standards for taking the course and must complete the course with a passing grade or certificate of course completion.

Section C - Uniform Maintenance Allowance

1. New employees hired by the City shall receive a full uniform as defined by the Department's current Standard Operating Guidelines. The uniform shall include: Class B shirts (2), T-shirts (8), pants (2), belt, foul weather jacket and boots. The new employee's boot allowance shall not exceed \$200. Employees required to attend the State Fire Academy will receive all clothing required by the Academy.

Upon completion of probation, new employees will be provided with a Class A uniform. If the employee leaves the City prior to completing two (2) years of service, the employee will reimburse the City the cost of the Class A uniform.

2. The City shall provide a uniform maintenance allowance (excluding newly hired employees covered above) of \$550 per calendar year. Employees may carry over a maximum of \$200 from one calendar year to the next. The total yearly allowance shall not exceed \$750. Employees shall purchase uniform items and provide a copy of the receipt to the Fire Department for reimbursement. The City shall provide a balance for an employee on the amount of the uniform allowance used, upon request.
3. The uniform shall be as set forth in the Fire Department Operations/Procedures Manual.
4. The employee agrees to maintain and repair the uniform.
5. The City agrees to furnish required protective clothing and safety equipment.

Section D - Overtime Pay

1. Overtime hours are those hours which the employee is authorized to work in excess of their regularly scheduled shift, excluding shift trading.
2. Authorized overtime hours worked shall be paid at the rate of time-and-one-half the employee's regular rate of pay.
3. Overtime pay shall not be compounded with any other form of premium pay to the employee.
4. Personnel being transferred to another shift will not be entitled to overtime pay, provided that not more than one transfer shall be made annually.

Section E - Call-Back Pay

An employee called back to work on other than their regularly scheduled shift shall be compensated a minimum of two hours at the overtime rate of pay. Provided, however, the two-hour minimum shall not apply to call backs within less than two hours of the start of the employee's regularly scheduled shift or time contiguous to the end of a regularly scheduled shift. Compensation for call backs with less than 2 hours before the assigned shift shall be paid at a minimum of 1 hour at the overtime rate of pay. Compensation for contiguous hours at the conclusion of the shift shall be paid at the overtime rate of pay for actual hours worked, rounded to the nearest ½ hour. Hours worked beyond the minimum shall continue to be paid at the overtime rate until relieved of duty, or until the employee's regular shift begins, calculated to the nearest ½ hour.

Section F – Medic Unit Pay:

Employees assigned to the Medic Unit during a second work shift in the series, will receive \$40 for that shift. Employees who are assigned to work on the Medic Unit a third work shift in the series, will receive \$80 for that third shift. Within their scheduled 28 day cycle, floaters will be eligible for \$40 for each shift over 3 worked on the medic unit and \$80 for each shift over 6 worked on the medic unit.

The medic unit pay will only apply when an employee is working multiple shifts during a series on their assigned shifts. Overtime shifts and trades would not be eligible for this Medic Unit pay.

A probationary Firefighter, who is assigned to the Medic Unit, due to the following, will not be eligible for Medic Unit Pay:

1. As part of their assigned training; 2. for purposes of probationary evaluation; or 3. is ineligible to fill another position.

A probationary Firefighter is eligible to receive Medic Unit pay under this provision when any of the above does not apply.

If the Department implemented an operational change that reduced the primary medic unit's workload, this pay will be renegotiated and adjusted accordingly.

The shift officer shall first make shift assignments based upon staffing requirements, then shall assign staff avoiding medic unit pay.

Section G - Fire Prevention Assignment Pay

An employee assigned to the Fire Prevention Division of the Fire Department shall receive premium pay of \$75 per month. After the employee has successfully obtained their ICC Fire Inspection Certification, the employee shall receive an additional \$50 per month (total of \$125 per month premium pay). The City shall assist the employee in obtaining the ICC certification within the first six (6) months of having been placed in the Fire Prevention Division.

Section H - Compensatory Time - Non Shift Personnel Only

Compensatory time may be granted in lieu of overtime. Compensatory time may be accrued up to 80 hours for day personnel. The employee shall have the option of overtime or compensatory time. Compensatory time will be given at the rate of time-and-one-half.

Section I - Specialist Pay

Employees who meet the following criteria are eligible to receive \$50 a month for specialist pay.

Criteria: Employees shall participate in training and response for technical rescue. 50% attendance at monthly technical rescue drills, as well as 50% attendance at quarterly exercises is required. In addition, within one year of signing the letter of intent to participate, personnel shall meet the prescribed standards for technician-level qualification in at least one of the following:

- ☐ Trench rescue
- ☐ Confined space rescue
- ☐ Structure collapse rescue
- ☐ Rope rescue

Attendance and qualification will be monitored on a six-month basis. Failure to meet minimum required drills will constitute a loss of specialist pay – which will begin again once the employee meets the qualification and training requirements over the next six-month review period.

Off duty participation in technical rescue training will be compensated with overtime or comp time as outlined in Article IV of this union contract.

Employees who show up for a regularly scheduled drill that is subsequently cancelled will receive credit for attendance. Employees who are on-duty and unable to attend a scheduled drill – either due to drill location or emergency response – will not have that drill considered in the total number of drills for attendance percentage.

J. Floater Incentive Pay: An employee who is assigned to be one of the Floater positions in the Fire Department shall receive an additional 3% on their hourly wage, based on the rate of pay for their specific classification, as listed in the current salary schedule.

ARTICLE V - PAID LEAVE BENEFITS

Section A – Vacation: Vacation leave is accrued on a bi-weekly bases. The hours per year divided

by 26 payperiods.

Vacation leave with pay will accrue to each member of the union working a **24-hour shift** schedule at the following rate:

<u>Length in Service</u>	<u>Shifts (24 hours)</u>	<u>Hours</u>	<u>Maximum Accrual</u>
1 - 5 continuous years	5 shifts	120	240
6 -10 continuous years	7.5 shifts	180	360
11-15 continuous years	10 shifts	240	480
16 -20 continuous years	12.5 shifts	300	600
21 continuous years	15 shifts	360	720

Vacation leave with pay will accrue to each member of the Union working an **8-hour shift** schedule at the following rate:

<u>Length in Service</u>	<u>Shifts (8 hours)</u>	<u>Hours</u>	<u>Maximum Accrual</u>
1 - 5 continuous years	10 shifts	80	160
6 - 10 continuous years	15 shifts	120	240
11 -15 continuous years	20 shifts	160	320
16 -20 continuous years	25 shifts	200	400
21 continuous years	30 shifts	240	480

Vacation leave with pay will accrue to each member of the Union working a **9-hour shift** schedule (45 hour work week) at the following rate:

<u>Length in Service</u>	<u>Hours/Year</u>	<u>Maximum Accrual</u>
1 - 5 continuous years	151	241
6 - 10 continuous years	196	331
11 -15 continuous years	241	421
16 -20 continuous years	286	511
21 continuous years	331	601

a. Vacation will be granted only after the completion of one (1) full year's service. Thereafter, the leave credited for any month of service may be taken in any subsequent month.

b. Scheduling of vacation (vacation, "K" days, floating holidays) for the upcoming year will be conducted by the second Tuesday of December. Leave requests will be picked based on department seniority. Each member may take up to a maximum of nine consecutive shifts off per pick, after such time the bid for vacation will rotate to the next senior person.

At the time of leave scheduling for the upcoming year, the Union will identify and guarantee a minimum of four time periods (ABC, BCA, CBA) in which no leave will be granted. These "blocked periods" will

be exclusively used as dedicated training days to address state mandated training requirements. Forty-five days shall be provided between the scheduled leave request to the first blocked training period.

Aside from the "blocked periods", leave requests conducted by the second Tuesday of December shall be guaranteed provided that established department manning levels are maintained, with utilization of the floater.

When the Department wishes to establish additional dedicated training in which no leave will be granted, the Department shall identify the day(s) and place them on the leave calendar 45 days in advance. Previously approved leave will not be rescinded to accommodate additional dedicated training.

To decrease the likelihood of interruptions during the dedicated training periods, the City agrees to provide first out EMS coverage by either using daytime employees when available, or two off duty employees. EMS coverage assignments shall be filled in the same manner as overtime shift assignments.

c. Unscheduled leave will be requested in advance and is subject to approval by the Department Head, provided the unscheduled leave request will not interfere with the work of the department.

d. Previously approved leave may only be rescinded in the event of a catastrophic emergency.

e. No employee shall be permitted to accumulate vacation in excess of the amount earned in a two (2) year period.

f. Personnel transferring from a 24 hour shift schedule to a 8 or 9 hour shift schedule, or vice versa, shall, at the date of transfer, have their annual leave accumulation rate adjusted to reflect the new working hours; no reduction or addition shall occur in previously accumulated annual leave.

Payment for Unused Vacation

Employees shall be paid for unused vacation leave accrued at their base hourly rate (i.e., straight time) upon leaving City service; except no payment will be made for employees who terminate City service during the initial probationary period.

Section B – Holidays

For the purposes of this contract period, the parties recognize the following holidays:

New Year's Day	Labor Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Three (3) Floating Holidays	

Floating holidays for new employees shall be pro-rated, basis on the employee's hire date, as follows:

<u>Date of Hire</u>	<u>Shall Receive</u>
January through April	3 Floating Holidays

May through August
September through December

2 Floating Holidays
1 Floating Holiday

Each floating holiday shall be one 24-hour shift to be taken as vacation, subject to department manning requirements. The three floating holidays are excluded from cash payment as described below and are taken in the same manner as vacation leave.

The named holidays above, excluding the floating holidays, shall not be observed, but shall be paid for in cash at the individual employee's base rate of pay. These eight holidays shall have an annual value of 106 hours for each employee on a 24-hour shift. Each individual holiday shall be equal to 13.25 hours (106/8 holidays = 13.25 hours).

Holiday pay shall be paid, in arrears, twice annually, one-half the amount owed (i.e., 53 hours) on the payday after July 4th, and the remaining half owed the last pay day of the calendar year.

Any employee absent because of illness, injury, or disability and scheduled to work on a named holiday, shall have the value of one holiday (13.25 hours) deducted from the amount owed for the next holiday payment. If an employee is absent for 28 consecutive days or more, the employee shall not receive holiday pay from the 29th day on, regardless of whether or not they are scheduled to work the holiday.

Any employee who resigns, retires, or terminates during the year shall have their holiday pay pro-rated for the number of holidays worked for that calendar year. Any new employee hired shall receive holiday pay, pro-rated for the period of the calendar year worked, calculated from the employee's hire date.

NOTE: The Firefighter/Paramedic and Lieutenant assigned as "floater" are included in the holiday pay above for employees working a 24-hour shift.

Section C - Sick Leave

Sick leave is a privilege and may only be used in the event of actual illness of the employee or family member as defined in this Section.

LEOFF II employees newly hired shall be granted 288 hours of sick leave in advance. At the end of the first year's employment, the employee shall begin their monthly accrual of 14 hours/month.

24 hour shift employees: LEOFF II 14 hours per month

8 hour shift employees: LEOFF II 10 hours per month

9 hour shift employees: LEOFF II 11 hours per month

Maximum Accrual: For all LEOFF II employees hired prior to ratification of this contract, the maximum accrual of sick leave is 2,000 hours. LEOFF II employees hired after ratification shall have a maximum accrual of 1680 hours.

Sick Leave Cash Out: Effective 1/1/16 all employees covered under this agreement regardless of hire date shall receive 25% cash out of their remaining sick leave bank upon separation from the City. The

maximum amount of sick leave that can be cashed out is 1680 hours.

Conversion of Sick Leave: Personnel transferring from a 24-hour shift to an 8 or 9 hour shift, or vice versa, shall at the date of transfer have their sick leave accumulation adjusted to reflect the new shift. No reduction or addition shall occur to previously accumulated leave.

Notification of Sick Leave: In the event an employee is sick and unable to report to work, the employee shall notify the Department as soon as possible, but in no event, no later than one hour prior to the beginning of their shift. Documented abuse or misuse of sick leave shall result in disciplinary action.

Proper Use of Sick Leave: Where the facts are established to the satisfaction of the Department Head, sick leave may be used for the following reasons, with approval of the Fire Chief:

1. Illness or injury to the employee, on or off the job.
2. Illness or injury to an immediate family member requiring the attendance of the employee to care for the family member. For purposes of this subsection, family members shall be defined as spouse, children, step-children, parents, and grandparents.
3. Funeral/bereavement leave: Sick leave used for funeral or bereavement leave shall be limited to three shifts in any one instance unless approved by the Department Head for additional time.

Duration of Sick Leave Use: An employee requesting sick leave may use such time for actual illness or injury as defined in this section. If the Department Head has reasonable cause to believe that the employee has abused or misused sick leave, the Department Head may require a doctor's letter for verification of illness for the employee or family member.

Sick leave may also be used for medical, optical, or dental appointments, and may be used in 30-minute increments.

Section D - Family Leave

Pursuant to the City Personnel Policy and Procedures Manual, Section 7.06, an employee is entitled to up to 12 weeks of family leave to care for a newborn child, newly adopted child, or a child under 18 years of age with a terminal health problem. See City Personnel Policy and Procedures Manual, Section 7, Leave of Absence, 7.06, Family Leave. Personnel utilizing leave for FMLA shall be prohibited from all shift work, responses or training activities.

Section E – Union Officer Donated Leave

Ninety six (96) hours will be donated to elected union officers holding the position of President, Vice President and Secretary/Treasurer.

The ninety six (96) total vacation hours shall be equally divided and deducted from all union members not currently serving as an officer. Deduction will be made on the first paycheck in January of each year. The appropriate number of hours will be credited to each union officer at the following rate:

President	48 hours
Vice President	24 hours
Secretary/Treasurer	24 hours

Donated hours will be added to each vacation bank and subject to contract limits.

Section F – Disability Leave Supplement for Law Enforcement and Firefighters

Pursuant to RCW 41.04.500-41.04.550 the City shall provide a disability leave supplement to employees covered by this contract when an employee has an on the job injury and is receiving worker's compensation benefits. The disability leave supplement amount shall be one half the amount of the difference between the amount the employee is receiving from worker's compensation benefits and their regular bi-weekly paycheck. (Regular amount of paycheck is determined by averaging out hourly rate for the one year period prior to date of injury.)

The other half of the amount of the supplement shall be charged against employee's accrued paid leave, starting with sick leave.

ARTICLE VI - HEALTH BENEFITS

A. Medical, Dental and Vision Coverage

Medical Coverage:

January 1, 2016, medical insurance will be the AWC HealthFirst plan. Employees shall pay 12.5% of the monthly medical premium for dependents only. Employees are covered at 100% paid by the City.

January 1, 2017, medical insurance will be the AWC HealthFirst 250 plan. Employees shall pay 12.5% of the monthly medical premium for dependents only. Employees are covered at 100% paid by the City.

The City shall provide \$250 to each employee in January, to cover incidental co-pays related to the medical plan. This payment may be made by the employer into the AFLAC FlexPlan, on an individual election basis, subject to the terms of the FlexPlan benefit program. This will avoid payroll taxes on the \$250, otherwise it is taxable earnings.

The City agrees to maintain the existing benefits for the duration of the contract. The parties agree that any changes made by AWC to the medical plan level of benefits shall be incorporated as part of this document. If there are changes to the medical benefits the City will notify the Union. Either party may request impact bargaining on these changes.

Dental coverage shall be paid for by the City, for the life of the agreement, for the AWC Dental Plan F.

Vision coverage shall be paid for by the City and coverage shall be through the AWC Vision Service Plan, \$25 deductible option.

The City reserves the right to change insurance carriers as long as the employee benefits are not affected. Any such change will be coordinated with IAFF #656.

Wellness Benefit: The City agrees to provide \$5,000 annually for a Fire Department Wellness Benefit. The City and the Union agree to maintain a committee to develop the wellness program criteria and monitor how this money will be used. The Committee will have representatives from the Fire Union, Fire Management, and Human Resources. The funds will be in the Fire Department Budget.

B. Crisis/Trauma Counseling

The City agrees to provide crisis/trauma counseling for on-the-job incidents for employees. The crisis/trauma counseling may be on a group or an individual basis. Requests for such counseling shall be made to the Fire Chief.

The City further agrees to expand coverage beyond the medical plan coverage to include coverage for out-patient psychological services for employees up to ten (10) visits per year. The claims

would be processed through the health plan, with unpaid charges up to the 10 visits paid for by the City.

Employees will be responsible for submitting receipts or Explanations of Benefits for charges. City liability will not include charges in excess of usual and customary.

- C. **Term Life Insurance** The City agrees to provide term life insurance equal to one-times the employees annual salary, rounded to the nearest thousand, with a maximum policy of \$50,000. The terms and conditions of the life insurance policy are as listed in the plan policy provided to employees.

D. **Employee Assistance Program**

The City agrees to maintain an Employee Assistance Program for the duration of the Agreement.

- E. **WSCFF Retiree Medical Trust** The City shall make a deduction from the employees pay check and such contribution shall be on a pre-taxed basis from the base salary of each LEOFF II employee. The contributions shall be payable to the Washington State Council of Firefighters Employee Benefit Trust. The contribution rate shall be deducted from the employee's paycheck on a pre-taxed rate of \$75.00 per month, or as amended by the Board of Trustees. These contributions shall be included as salary for purposes of calculating retirement benefits.

IAFF members who promote out of the bargaining unit into a City of Port Angeles LEOFF II management position shall continue monthly contributions at the same rate as listed above and subject to terms of the WSCFF special agreement attached.

ARTICLE VII - GRIEVANCE PROCEDURE

A grievance is defined as a complaint by an employee concerning the interpretation or application of this Agreement. A grievance may be filed when an employee believes an injustice has been done because of an unfair application of a Department rule/regulation or policy.

For purposes of this grievance procedure, a working day is defined as a calendar day, excluding Saturday, Sunday, and legal holidays.

Time Limits

Time limits are established to settle grievances quickly. Time limits may be extended by mutual agreement of the parties. If the grievance is not resolved with the decision rendered, it is the grievant's responsibility to initiate action which submits the grievance to the next step within the time period specified. Failure of the employee/Union to submit the grievance within the time limits specified shall terminate the grievance process and the matter shall be considered resolved. Failure of the City to respond within time limits will allow the grievance to automatically proceed to the next level of the grievance procedure.

Rights and Restrictions of the Parties

1. A party to the grievance shall have the right to record a grievance meeting at the expense of the requesting party.
2. An employee may have a representative present at all steps of the grievance procedure.
3. Grievances of an identical nature involving an alleged violation of the same Article, Section, etc., concerning the same subject matter may be consolidated.

Grievance Steps:

Step 1 - Union Grievance Committee

A grievance may be initiated by an employee submitting a written grievance to the Union Grievance Committee providing:

- A. The nature of the grievance;
- B. Alleged violation by Contract Section, Department Rule/Regulation, Policy, etc.; and
- C. The desired resolution, together with any supporting documentation attached to the written grievance.

The grievance must be submitted within twenty (20) working days of the alleged violation or within twenty (20) working days of the date the employee had knowledge of the occurrence.

The Union Grievance Committee shall review and determine if the grievance is justified. If, in the opinion

of the Grievance Committee, the grievance is not valid, no further action shall be taken.

If the Union Grievance Committee determines that the grievance is valid, the Union and/or the employee may present the grievance to the next level of the grievance procedure, the Department Head.

Step 2 - Department Head

Within ten (10) working days of receipt of the grievance by the Union Grievance Committee, the grievance shall be forwarded to the Fire Chief who shall review the grievance and meet with the employee and/or representative, if requested, as soon as possible to review the matter and shall issue a written decision within five (5) days after such a meeting. If the grievance is not resolved to the satisfaction of the employee/Union after receipt of the Department Head's written decision, the matter may be referred to Step 3 of the Grievance Procedure, the City Manager.

Step 3 - City Manager

The Union has five (5) days in which to submit the written grievance to the City Manager after receipt of the Department Head's written decision. The City Manager will meet with the grieved employee and representative, if requested, Department Head, and Human Resources Manager to review the grievance and all supporting documentation. After that meeting, the City Manager has ten (10) working days to issue a written decision concerning the grievance. If the decision of the City Manager does not resolve the grievance to the satisfaction of the employee/Union, the grievance may be submitted to the final step of the Grievance Procedure, binding arbitration. A request for binding arbitration must be submitted to the City Manager within ten (10) working days after receipt of the decision of the City Manager.

Step 4 - Binding Arbitration

The Union and the City will jointly request from the American Arbitration Association a list of seven (7) arbitrators and upon receipt of this list, the parties will toss a coin to see who strikes the first name and then each shall alternately strike a name, to arrive at an arbitrator who will hear the grievance. However, the parties may mutually agree to an arbitrator without using the above arbitration service.

The parties agree that the grievance shall be heard, before the arbitrator selected, at the earliest possible date. The decision of the arbitrator shall be final and binding upon the parties. However, the arbitrator shall not have the ability to alter or amend any portion of the labor Agreement.

The cost of the arbitration process shall be shared equally between the parties. Any cost or fees related to the presentation of the case for each respective party shall be the responsibility of that party and shall not be shared as part of the arbitrator's expenses.

The arbitrator shall issue a written decision to the parties within thirty (30) days of the close of the hearing.

ARTICLE VIII - DURATION

The parties agree that the term of the Labor Contract between the City of Port Angeles and IAFF Local #656 shall be January 1, 2016 through December 31, 2018.

IN WITNESS WHEREOF, we attach our signatures this _____ day of July 2016.

CITY OF PORT ANGELES

IAFF LOCAL # 656

Patrick Downie, Mayor

Jeremy Church, Union President

Dan McKeen, City Manager

Dan Montana, Negotiation Team Member

Abbi Fountain, Human Resource Manager

Andrew Cooper, Negotiating Team Member