

# **COLLECTIVE BARGAINING AGREEMENT**

**By and Between the**

**CITY OF DuPONT, WASHINGTON**

**and the**

**FIREFIGHTERS LOCAL #3829  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

**JANUARY 1, 2014 – DECEMBER 31, 2016**

<b>TABLE OF CONTENTS</b> .....	2
PREAMBLE.....	4
ARTICLE 1 - RECOGNITION.....	4
ARTICLE 2 – UNION MEMBERSHIP AND DUES.....	4
ARTICLE 3 – UNION BUSINESS.....	5
ARTICLE 4 – WORK STOPPAGE.....	5
ARTICLE 5 – NON DISCRIMINATION.....	6
ARTICLE 6 – SAVINGS CLAUSE.....	6
ARTICLE 7 – SAFETY.....	6
ARTICLE 8 – SUCCESSORS.....	7
ARTICLE 9 - PROBATIONARY PERIODS.....	7
ARTICLE 10 – SENIORITY.....	7
ARTICLE 11 – EMPLOYEE STATUS.....	8
ARTICLE 12 – REDUCTION OF FORCES.....	8
ARTICLE 13 – DISCIPLINARY PROCEDURES.....	8
ARTICLE 14 – GRIEVENCE PROCEDURE.....	10
ARTICLE 15 – BASIC RATE OF PAY.....	11
ARTICLE 16 – OVERTIME AND CALLBACK.....	11
ARTICLE 17 – SALARIES.....	14
ARTICLE 18 – HOURS OF WORK.....	14
ARTICLE 19 – SICK LEAVE AND DISABILITY.....	16
ARTICLE 20 – MILITARY LEAVE.....	17
ARTICLE 21 – JURY DUTY.....	18
ARTICLE 22 – BEREAVEMENT LEAVE.....	19
ARTICLE 23 – LEAVE OF ABSENCE.....	19
ARTICLE 24 – VACATION AND HOLIDAYS.....	19
ARTICLE 25 – INSURANCE.....	21
ARTICLE 26 – STATION AND SHIFT OFFICERS.....	24
ARTICLE 27 – SHIFT SUBSTITUTIONS.....	25

**TABLE OF CONTENTS CONTIUED**

ARTICLE 28 – UNIFORM, PROTECTIVE CLOTHING AND EQUIPMENT.....25  
ARTICLE 29 – MILEAGE.....26  
ARTICLE 30 – EMT/PARAMEDIC CERTIFICATION.....26  
ARTICLE 31 – PREVAILING RIGHTS PAST PRACTICES.....26  
ARTICLE 32 – MANAGEMENT RIGHTS.....26  
ARTICLE 33 – LIGHT DUTY.....27  
ARTICLE 34 – TEMPORARY EMPLOYEES.....27  
ARTICLE 35 – POLICIES.....27  
ARTICLE 36 – HEALTH AND FITNESS.....28  
ARTICLE 37 – TOBACCO USE.....28  
ARTICLE 38 – PROMOTIONALS.....28  
ARTICLE 39 – TUITION REIMBURSEMENT.....29  
ARTICLE 40 – EDUCATIONAL INCENTIVE.....29  
ARTICLE 41 – DEFERRED COMPENSATION PROGRAM.....30  
ARTICLE 42 – RETIREMENT MEDICAL PLAN.....30  
ARTICLE 43 – OFF DUTY EMPLOYMENT.....30  
ARTICLE 44 – ELECTRONIC COMMUNICATIONS.....30  
ARTICLE 45– SUBSTANCE ABUSE .....31  
DURATION OF AGREEMENT.....31  
APPENDIX A – SALARIES.....32

## **PREAMBLE**

Pursuant to RCW 41.56, this Agreement is between the City of DuPont (hereinafter called "Employer" or "the City") and the DuPont Professional Fire Fighters, Local 3829, IAFF (hereinafter called the "union") is for the purpose of setting forth the mutual understanding of the parties regarding wages, hours and conditions of employment of those employees for whom the Employer has recognized the Union as the exclusive collective bargaining representative.

## **ARTICLE 1 – RECOGNITION**

SECTION 1. The Employer recognizes the Union as the exclusive bargaining agent for all paid uniformed employees of the Fire Department except Assistant Chief and Fire Chief.

## **ARTICLE 2 – UNION MEMBERSHIP AND DUES**

SECTION 1. It shall be a condition of employment that all employees of the Employer, 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 be a condition of employment that all employees covered by this Agreement who are not members of the Union on the execution date of this Agreement shall on the thirtieth (30<sup>th</sup>) day following the execution date of the Agreement become and remain members in good standing with the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall, on the thirtieth (30<sup>th</sup>) day following the beginning of such employment, become and remain members in good standing in the Union, or in lieu thereof pay each month a service charge equivalent to regular union dues to the Union as a contribution toward the administration of this agreement. Provided: objections to joining the Union which are based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member will be observed. Any such employee shall pay an amount of money equivalent to regular union dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues and initiation fees. The employee shall furnish written proof to the union that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

SECTION 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 periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union. The parties also agree that, when an employee fails to fulfill the above obligation, the Union shall provide notification to the employee and Employer within thirty (30) days of the Union's intent to initiate discharge action. During this period, the employee may make restitution in the amount which is overdue.

**SECTION 3.** The Employer agrees to deduct, once each month, dues, initiation fees, and assessments in the amount certified to be current by the Treasurer of the Union from the pay of those employees who individually request in writing that such deductions be made. The Employer shall remit the total amount of deductions each month to the Treasurer of the Union.

The Union will indemnify, defend and hold harmless the Employer against any claims made against the Employer on account of any deduction of dues for the Union. The Union agrees to refund the Employer any amounts paid to it in error on account of dues deduction provisions upon presentation of proper evidence thereof.

### **ARTICLE 3 – UNION BUSINESS**

**SECTION 1.** The Union shall provide the employer, on an annual basis, the names and contact numbers of the authorized agents of the Union. Authorized agents of the Union shall have access to the Employer’s establishment during working hours, for the purpose of adjusting disputes/grievances, contract negotiations, investigating working conditions, ascertaining that the agreement is being adhered to, or other union activities. On duty personnel working on Union business shall not suffer loss of wages or time while engaged in the listed or approved activities. Approval shall be obtained from the Fire Chief or designee prior to conducting such business.

**SECTION 2.** The Employer shall provide suitable, non-public space for the Union to use a bulletin board and file cabinet in each fire station. The Union shall provide the board. The bulletin board shall be used for information only, and will not contain derogatory information or comments.

**SECTION 3.** On duty Union members shall be allowed to attend formal Union meetings provided the location of such meeting is within the DuPont City limits.

### **ARTICLE 4 – WORK STOPPAGE**

**SECTION 1.** The Employer and the Union agree that the public interest requires the efficient and uninterrupted performance of all services, and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective. The Union shall not cause or condone, and the employees shall not engage in any work stoppage, strike, sympathy strike, slowdown, mass resignation or absenteeism or other interference with Employer functions and should the same occur, the Union agrees to take appropriate steps to tend such interference.

**SECTION 2.** Should any job action occur, employees covered by this agreement may be required to cross an established picket line to perform emergency or non-emergency activities. Pursuant to approved Department operating procedures, the Employer and/or Union may request a meeting to establish temporary procedures for such situations; provided that in the case of an emergency fire or aid call requiring an immediate response, no such meeting shall be required.

## **ARTICLE 5 – NON-DISCRIMINATION**

**SECTION 1.** The Employer and the Union mutually agree that there shall be no unlawful discrimination against any employee or applicant for employment because of age, race, creed, color, sex, national origin, marital status, or disabilities. Whenever words denoting a specific gender are used in this Agreement they shall apply equally to either gender.

**SECTION 2.** The Parties agree they will not discriminate against any employee because of their lawful Union membership or activities. The City and the Union mutually agree that there shall be no discrimination or retaliation against Captains as a result of their job performance including but not limited to, conducting annual employee evaluations, imposing discipline, or carrying out management directives.

## **ARTICLE 6 – SAVINGS CLAUSE**

Should any provision of this Agreement or the application of such provision be rendered or declared invalid by a court of final jurisdiction or by reason of any existing legislation, the remaining parts or portions of this agreement shall remain in full force and effect.

## **ARTICLE 7 – SAFETY**

**SECTION 1.** There shall be a Fire Department Safety Committee consisting of three (3) representatives including one (1) representative appointed by the employer and two (2) representatives appointed by the Union. Those Union Representatives on duty will be allowed to meet while on duty and/or be compensated for participation. The committee shall meet at least once each calendar quarter; or more often as agreed, to discuss all matter concerning health and safety. The Committee shall make its findings and recommendations to the Employer. The Employer will respond to the recommendations within thirty (30) days.

**SECTION 2.** The Employer and its employees shall comply with RCW49.17, WHISHA, as modified by WAC 296-305, and other applicable State and Federal laws, and the employer shall not require an employee to work in conditions which do not comply therewith.

**SECTION 3.** A City Safety Committee shall be established consisting of two (2) people appointed by the city and one (1) person appointed by the Union (or their designee). The safety committee shall meet as often as necessary but no less than one (1) time every three (3) months. The purpose of the Safety Committee shall be to recommend to the City ways to correct unsafe working conditions. Unresolved complaints of violations of Washington Industrial Safety and Health laws may be referred to the Washington State Department of Labor and Industries, Industrial Safety Division, for investigation.

## **ARTICLE 8 – SUCCESSORS**

All decisions and determinations undertaken by the Employer in connection with any annexation, merger, or consolidation activity, shall be the exclusive province of the Employer. However, prior to any consolidation, annexation, contracting of fire department services or merger, the Employer agrees to notify the Union and to bargain those issues, which affect wages, hours and working condition changes.

## **ARTICLE 9 – PROBATIONARY PERIODS**

SECTION 1. All newly hired uniformed employees covered by the bargaining agreement will be required to serve a probationary period of twelve (12) months from the date of their employment. The Employer shall provide each probationary employee with an objective written evaluation of his job performance and progress every ninety (90) days. Probationary period will be extended by any length of time off taken that extends beyond four (4) shifts excluding Kelly days. At the Fire Chief's discretion, Light Duty may be offered to offset the extension of probationary periods in the case of an injury as long as the union agrees.

SECTION 2. Newly hired probationary employees shall not have access to the grievance procedures for matters relating to discipline or inability to perform the duties of their position.

SECTION 3. Promoted employees shall serve a probationary period of six (6) months. Probationary period for promoted employees will be extended by any sick, unpaid, bereavement or disability leave that is taken that extends beyond four (4) shifts excluding Kelly days. If during that time the employee fails to perform the duties of the new position satisfactorily, he will be permitted to return to his previous position without loss of seniority. The Employer shall provide each probationary promoted employee with an objective written evaluation of his job performance and progress every ninety (90) days.

SECTION 4. Performance evaluations will be done annually. An employee who receives an unsatisfactory annual performance evaluation will not be eligible for a step increase and will be placed on a Performance Improvement Plan (PIP), and will be reviewed every thirty (30) days. If a non-advanced employee's performance comes up to satisfactory performance, the employee shall then be advanced to the next step effective on the date when the employee meets satisfactory performance.

The performance evaluation will only be used to counsel employees as to their job performance, identifying strengths and weaknesses, or setting personal goals and objectives and determining training needs. It shall not be used for discipline, but may be referenced in discipline.

## **ARTICLE 10 – SENIORITY**

**SECTION 1.** Seniority shall be determined by continuous service with the Employer from the most recent date of hire. Continuous service shall be broken by voluntary resignation, discharge for cause, loss of Union Membership, giving false reasons for leave of absence, or retirement.

**SECTION 2.** In addition to the provisions in Section 1, Employees shall break their seniority during any period of non-work related illness or injury where:

- A. A medical determination is made that the employee can never return to the work of firefighter or fire prevention specialist, OR;
- B. Upon the elapse of eighteen (18) months absence without a full release to service caused by and off-the-job injury or illness provided that during such time there shall be an evaluation made each six (6) months to see if the criteria of subsection A shall apply.

**SECTION 3.** An Employee who enters the Armed Services to participate in or complete a service obligation shall retain seniority rights in accordance with the law.

**SECTION 4.** Employees with the same hire date shall be assigned to the seniority list in order of their ranking on the Civil Services register.

**SECTION 5.** The Employer shall prepare a seniority list upon reasonable request of the Union but not less than once a year. The Employer shall deliver the list to the Union President and the Union shall have 30 days to protest the list as inaccurate. If no protest is made within 30 days of receipt of the seniority list by the Union it shall be deemed accurate from then forward.

## **ARTICLE 11 – EMPLOYEE STATUS**

The Employer shall submit written notice to the Union of the name, job title, shift, station and effective date of actions affecting Bargaining Unit Employees as follows:

1. Appointment of new employees
2. Promotion or appointment

## **ARTICLE 12 – REDUCTION OF FORCES**

In the event that it becomes necessary to layoff persons covered by this agreement, the City will make its best effort to provide 90-days advance notice, but no less than 60 days to the employee and union. Lay-off shall be done in reverse order of seniority, provided the senior employee is capable of performing the duties of the less senior employee. Laid off employees will retain seniority rights for twenty-four (24) months from the date of layoff.

## **ARTICLE 13 – DISCIPLINARY PROCEDURES**

**SECTION 1.** No employee shall be disciplined except for just cause and progressive discipline may be utilized whenever appropriate. The Fire Chief shall apply any discipline for just cause of an employee. Discipline may include: oral warnings, written reprimand, suspension without pay, reduction in rank, or discharge. Captains shall be limited to the issuance of oral and/or written warnings.

**SECTION 2.** Except for criminal investigations, any complaint or allegation not called not called to the attention of the employee within ninety (90) days of when the complaint is received by the Employer or allegation is made to the Employer may not be used as the basis of any formal disciplinary action as described in Section 1 above.

**SECTION 3.** An employee subject to potential discipline shall be afforded the right to have a Union representative and/or legal counsel present, if requested by the employee. The employee shall be entitled to reasonable intermissions as needed for personal necessities, telephone calls and counseling.

**SECTION 4.** At least twenty-four (24) hours prior to the imposition of discipline or discharge, the employee shall be provided with a copy of the alleged violation and relevant documents referenced in the allegations. In addition, the Employer shall hold a pre-disciplinary hearing to allow the employee to respond to the allegation prior to the Employer taking the disciplinary action.

**SECTION 5.** Any disciplinary action imposed by the Employer shall be delivered in writing to the employee with a copy to the Union. The Fire Chief shall sign the disciplinary letter and the letter shall concisely state the date and nature of the misconduct, the policies violated, and the discipline imposed. Only a copy of the disciplinary letter and material supporting the discipline imposed shall be placed in the employee's personal file.

**SECTION 6.** All regular employees shall receive an annual evaluation on a standard annual evaluation form provided by the Employer. Employees shall be afforded an opportunity to respond in writing to any section of the evaluation. Any employee's response shall be attached to the evaluation form to which the response is applicable. If an employee so authorizes, a Union representative shall be allowed to review the evaluation form, its contents, and any subsequent amendments.

**SECTION 7.** The Employer shall notify and provide a copy to the affected employee of any adverse entries to the employee's personnel file within twenty-four (24) hours of the adverse entries. An employee may submit a written rebuttal to be attached to and incorporated into the employee's personnel file. An employee may review the employee's personnel file anytime during normal business hours as scheduled with the Department of Human Resources. During an employee's review of his personnel file, the Employer shall provide each employee an inventory of his personnel file. Both the Employer and employee shall sign the inventory. An employee may request to the Fire Chief that a

written reprimand be removed from an employee's file after one year, provided there has been no repeat of the original offense. This request shall not be unreasonably withheld.

**SECTION 8.** Any adverse entries placed in an employee's personnel file without compliance by the Employer to Section 7 of this Article shall not be usable by the Employer in any disciplinary matter or proceeding and shall be removed from the employee's personnel file.

## **ARTICLE 14 - GRIEVANCE PROCEDURE**

**SECTION 1.** Grievances are defined as disputes including the interpretation or application of the Agreement.

**SECTION 2.** If the employee elects to have disciplinary action reviewed by the Civil Service Commission then a request for an investigatory hearing must be filed with the Commission within ten (10) calendar days from the date of the disciplinary action. The employee must in writing elect to have disciplinary action reviewed either through the grievance procedure or by the Civil Service Commission. An employee is not entitled to a review of disciplinary action under both procedures. If the employee elects to pursue matters before the Civil Service Commission the Civil Service Commission procedures will be applicable and not those of the Collective Bargaining Agreement.

**SECTION 3.** All grievances must be initiated under the grievance procedure within thirty (30) calendar days of the alleged violation or the time the employee or Union became aware of said violation.

**SECTION 4.** Grievances shall be resolved in the following manner:

**Step 1:** The Union and/or employee shall first present the grievance in writing setting forth relevant facts, including the alleged violation and the recommended resolution, to the Fire Chief who shall review the grievance and render a written decision within ten (10) calendar days.

**Step 2:** IF the grievance is not resolved at Step 1, the Union and/or grievant shall submit the grievance in writing to the City Administrator (or in his/her absence, the Mayor) within ten (10) calendar days of receipt of the Fire Chief's decision. The City Administrator (or in his/her absence, the Mayor) shall render a written decision within ten (10) calendar days.

**Step 3:** The Union may appeal an adverse decision of the City Administrator (or in his/her absence, the Mayor) to a neutral arbitrator. The Union shall give written notice to the Employer of its intent to submit a grievance to arbitration within thirty (30) calendar days of the City Administrator's (or in his/her absence, the Mayor's) decision. Within ten (10) calendar days of the Union's request to arbitrate, a representative of the Union and of the Employer shall meet and attempt to agree on a neutral arbitrator. If unable to reach agreement, they may request the Public

Employment Relations Commission (PERC) to assign one of PERC's employees to serve as the parties' sole arbitrator for both parties.

Step 4: The arbitrator shall render a decision within (30) days of hearing, which shall be final and binding on both parties. The arbitrator shall have no power to alter, amend or change the terms of this agreement.

SECTION 5. Time limits within a grievance procedure may be waived or extended by mutual agreement of both parties. Failure of either party to respond within the established time limits will result in the grievances being resolved to the other party's position.

SECTION 6. Each party shall pay the expenses of their own representatives, attorneys, witnesses, and other costs associated with the presentation of their case and one-half (1/2) the expenses of the arbitrator.

## **ARTICLE 15 – BASIC RATE OF PAY**

For the purpose of calculating the hourly rate of pay which shall apply to excess hours of work (overtime), the established monthly salary of each employee shall be multiplied by twelve (12) to obtain the annual salary, which shall then be divided by the total number of scheduled hours per year. Forty hour employees shall be divided by 2080 and twenty four (24) hour shift employees shall be divided by 2608. (365 days year/3 = 121.67 – 13 (K-days) = 108.67 x 24 = 2608)

## **ARTICLE 16 – OVERTIME AND CALLBACK**

### SECTION 1.

- A. Forty (40) hour employees shall be paid overtime for all hours worked in excess of forty (40) hours in a seven (7) day work period or for all hours worked in excess of a regularly scheduled shift as established in Article 18. Twenty four (24) hour shift employees shall be paid overtime for all hours worked in excess of seventy two (72) hours in a nine (9) day work period or for all hours worked in excess of a regularly scheduled shift as established in Article 18. Overtime shall be paid at one and one-half (1 ½) times the regular hourly rate of pay as defined in Article 15 of this agreement. Overtime shall be calculated to the nearest quarter hour. The employee may elect to receive compensation for overtime worked by choosing one of the following:
1. Earned Leave – Overtime will be converted to vacation leave and posted to the employee's vacation accrual bank at one and one-half (1 ½) times the regular hourly amount for each hour worked.
  2. Cash compensation – Employees shall receive cash compensation at the one and one-half (1 ½) times the regular hourly rate of pay for each hour worked.

- B. Forty hour employees shall have a minimum of eight hours off between their work shifts.
- C. Twenty four hour employees shall work no more than seventy two (72) hours consecutively without at least twenty four (24) hours off. An employee may voluntarily work ninety-six (96) consecutive hours but only if no other Union members are available to fill a vacancy. In the event of emergency staffing issues, an employee may be asked to stay over for no longer than six (6) hours following a seventy two (72) hour shift. In the event an employee works longer than 48 hours, management must insure that proper rest is given to the employee during structured hours to maintain an effective and safe response.
- D. Any call-back should be handled by the on duty Captain or acting Captain once it is known that there will be a need for a call-back. All call-backs will be handled according to the following durations: between 0-6hrs, between 6-12hrs, between 12-18hrs, and between 18-24 hrs. There will be a binder kept with callout lists for Captains and Firefighters with each time frame. Employees will be rotated to the end of the call-back list once they have accepted any amount of call-back in each of the above mentioned categories (i.e. – if someone accepts a 13 hr. call back, they are rotated to the bottom for the 12-18 hr. list but not the others). Employees will not be rotated due to any refusal. There will also be a “no-contact” log when unable to reach anyone by voicemail or message.
1. If the overtime shift is imminent, the call will move on to the next person without waiting for a response from a missed contact. Any time no contact is made, a refusal will be assumed. If the overtime shift is more than 24 hours away, then at least 30 minutes should be given to the employee to respond before moving on to the next person. If someone denies acceptance of the call back, then it is not necessary to wait. Any projected call backs for the month will be handled with the shift officer making calls using the engine cell phone each Saturday for only the week ahead with whatever shifts have not yet been filled. Shifts can be filled up to a week in advance if possible regardless of the day. Saturday is intended to fill those shifts that have not yet been filled for the week proceeding.
  2. When calling any employee for a call-back in either of the above scenarios and no contact is made, an effort shall be made to leave a message with the employee indicating the date of the call-back, the amount of hours of the call-back, and the amount of time the employee has to respond. If the person making the call-back has moved past an employee due to no contact and that employee calls back while waiting on the next employee in line to accept the call-back, the first employee can still accept. The offer to the first employee remains active until the overtime opportunity has been filled.
  3. Captains will have first option at overtime created by a Captain’s absence. Acting or temporary officers are not classified as Captains and are therefore not included when mentioning, “Captain.” If a Captain is not available for a Captain call-back, then individuals on the current promotional list will be called next for the Captain call-back. If nobody is available from the promotional list, then first class firefighters will be called

next so long as there isn't already a first class firefighter scheduled to work. There will be an effort made to try and ensure someone who has passed a promotional exam is available to supervise a shift before other options are considered.

4. Firefighters will have first option at overtime created by a firefighter's absence. Acting or temporary officers are classified as firefighters and therefore shall be included when mentioning, "firefighter."
  5. Any individual on a K-day can accept a call back but only after both lists have been exhausted (ie – a FF call back with no FF's accepting and then no Capt's accepting). Nobody shall accept nor shall they be offered an opportunity at overtime if they are on vacation time or sick time.
  6. Probationary firefighters are eligible for overtime providing that all other lists have been exhausted first including any individual who may be on a K-day. All efforts shall be made to prevent more than one probationary firefighter from working at the same time with a minimum staffing of three (3). Any exception to this rule must be authorized by the Fire Chief. Once probation has ended, these firefighters will be eligible for all call-back as mentioned above with the exception of officer call back. They will not be eligible for officer call back until a later date agreed upon by both labor and management.
  7. Any individual offered call back overtime must accept the whole time being offered. If they cannot accept the whole time being offered then the person making the call back must continue through the list (ie – someone is offered a 24 hour call back but can only accept 22.5 hours of it due to a prior obligation, that individual will not be eligible for that call back and the offer must continue through the list). If all options have been exhausted and nobody is able to accept the full shift, then and only then, at that time can the call back be broken down in increments to fit people's availability.
  8. If there are multiple call-backs on the shift, the appropriate list will be used based on the most recent creation of call-back.
  9. If there is a firefighter vacancy and no other firefighter is available to take the call-back, then the Captains will be called for an opportunity to take the call-back. If a Captain accepts a call-back created by a firefighter, then the Captain will assume responsibility for the shift as the company officer as long as there is not another Captain already working. If there is already another Captain working, the Captain whose shift is working will be the officer. If two Captains are working together on a shift that they are not assigned to, then the senior Captain will be responsible for the shift. A promoted Captain shall not work under or report to a firefighter.
- E. An employee called back for an emergency or unforeseen situation shall receive one and one-half (1 ½) times their regular straight time hourly rate of pay provided, however, the employee shall receive not less than two (2) hours of pay at one and one-half (1 ½) times the employee's regular straight hourly rate of pay. However, when called back within two hours prior to their regular scheduled shift, the employee will receive overtime pay for those hours actually worked.

- F. Mandatory overtime will be required only in emergency situations (i.e. on duty and already engaged in emergency activity when shift normally concludes).

SECTION 2. If an employee has agreed to work overtime and the Employer cancels the overtime with less than eight (8) hours notice the employee shall be paid a two (2) hour minimum at the overtime rate.

SECTION 3. An employee performing the duties of a higher position shall receive out of class pay equal to five percent of the employee's regular pay for all hours worked out of class. . If an employee works out of class for an extended, consecutive period, they shall receive seven and a half percent (7.5%) for all shifts worked beyond nine (9) shifts.

## **ARTICLE 17 – SALARIES**

SECTION 1. The salary schedule and pay plan of the employee classifications covered by this Agreement is set out and attached as Appendix A, which shall form a part of, and be subject to, all provisions of this Agreement.

SECTION 2. This matrix on Appendix A includes a fixed 2.5 % Cost of Living Adjustment for 2014, a 3.5 % (COLA) for 2015, and a 5% COLA for 2016, independent of the June 2015 Seattle- Tacoma- Bremerton CPI-U.

SECTION 3. As noted on Appendix A, effective January 1, 2015 qualified members shall receive a 2% specialty pay for EMT and a 2% specialty pay for Firefighter 2 (Firefighter 2 specialty applies upon reaching Firefighter First Class).

SECTION 4. Longevity Pay shall be added to each employee's base monthly pay as follows:  
After the completion of the 5<sup>th</sup> (i.e. beginning the 6<sup>th</sup>) year of service = 2%  
After the completion of the 10<sup>th</sup> year of service = 3%  
After the completion of the 15<sup>th</sup> year of service = 4%  
After the completion of the 20<sup>th</sup> year of service = 5%

SECTION 5. Both parties agree that new training requiring maintenance of certification or training that would constitute a change in working conditions will be bargained as defied under RCW 41.56.

## **ARTICLE 18 – HOURS OF WORK**

SECTION 1. Forty-hour (40) employees assigned to the day shift shall work one of the following shift schedules based on mutual agreement between the employee and employer: (1) Monday through Friday 0800 to 1700; (2) Monday through Friday 0700 to 1600.

SECTION 2. Forty-hour (40) employees shall be provided with a one-hour lunch break and two (2) fifteen (15) minute breaks; one (1) in the morning and (1) in the afternoon.

SECTION 3. Twenty four (24) hour shift employees shall work a three platoon twenty four (24) hour shift. This schedule consists of: twenty four (24) hours ON duty, twenty four (24) hours OFF duty, twenty four (24) ON duty, twenty four (24) hours OFF duty, twenty four (24) hours ON duty, ninety six (96) hours OFF duty. This "Modified Detroit Schedule" will align itself with the same schedule worked by neighboring departments in Pierce County (i.e. "A" shift will work the same days that "A" shift in the neighboring departments work).

SECTION 4. Annually thirteen (13) twenty four (24) hour Kelly Days will be used to reduce work hours. Only one employee at a time may be off by using a Kelly Day. The employee shall select K-Days for the following calendar year by seniority prior to November 30<sup>th</sup> of each year or within ninety days for newly hired employees. K-Day selections shall be made after vacation bids. K-Day requests shall not conflict with vacation bids. The Fire Chief shall respond in writing by December 15<sup>th</sup> indicating approval of K-Day requests. For new employees, the annual number of K-days shall be prorated based upon the date of hire. Since there are 27 work cycles in a year, it is acknowledged that there should be 13.5 Kelly Days. The union has agreed to give back the .5 Kelly Day in place of a fitness incentive.

SECTION 5. All twenty four (24) hour employees shall be provided with a one-hour lunch break and three fifteen (15) minute breaks equally dispersed throughout the day.

SECTION 6. Probationary Firefighters shall be required to complete initial recruit firefighter training prior to assignment to regular shift work. The length of recruit training along with specific training requirements shall be mutually agreed upon between both parties. The Washington State Fire Training Academy at North Bend shall be used as the standard in regards to length of training and curriculum. Any academy other than this must be mutually agreed upon by labor and management. Scheduling of the work period during recruit firefighter training shall be determined by the agency conducting the training. On-duty crews shall not be used to coordinate or conduct any recruit training until the recruit is assigned to respective shifts.

SECTION 8. Additional shift configurations may be adopted if mutually agreed upon by both parties.

SECTION 9. All employees covered by this Agreement shall receive written notice sixteen (16) calendar days in advance of a change from one shift to another unless mutually agreed between the Employer and Union. Any employee being transferred to another shift by the Fire Chief shall have their approved Vacation and K-Day picks honored so that they will get the same period of time off independent of their shift assignment. This time limit may be waived at the discretion of the Fire Chief in the case of permanent appointments to a promotional position within the Bargaining Unit and necessary shift adjustments caused by such appointments.

**SECTION 10.** The twenty four (24) hour shift shall commence at 0800 and follow through to 0800 the following day. Structured hours for twenty four (24) hour shift personnel is defined as the time frame for equipment readiness checks, routine house duties (cleaning and maintaining facilities), training, community/public events, and fire inspections between the hours of 0800 to 1700 Monday through Saturday. Structured hours for twenty four (24) hour shift personnel will be between 0800 and 1200 hours on Sunday with unstructured time between 1200 and 0800 the following day. Any scheduled holidays will be considered unstructured time after apparatus checks, and all assurances are made to ensure proper and efficient emergency response. In the event that drill, public relations assignment, or other activity is scheduled during unstructured time, an equal amount of unstructured time will be taken by the on duty twenty four (24) hour shift personnel during the productive hours preceding the event.

**SECTION 11.** In order to ensure minimal overtime and provide safe and adequate daily staffing, The City of DuPont will maintain a rover position as long as staffing allows. The rover position will be filled based on seniority through a bidding process and will be a one year appointment. A rover must be off probation and qualified to drive/operate all apparatus. If there are no senior firefighters interested in the position it will default to the firefighter with the least amount of seniority. The rover assignment will be determined by the end of October in order to allow all other firefighters to make vacation picks in accordance with the CBA. The rover position will not be assigned to any specific shift and will report directly to the Fire Chief. The rover position will not receive K-days, however, when determining the number of shifts that the rover will work, the number of K-days provided in the current CBA will be factored in to the total amount of days per year the rover will be required to work. (Example – each FF will work 121 shifts/year minus 13 k-days = 108 shifts/year or 9 shifts/month.) The rover will work a total of 108 shifts in a calendar year, scheduled as follows:

- A. The Fire Chief will provide the rover with the monthly work schedule at least fourteen (14) days prior to the beginning of the month. The proposed schedule shall include at least three more shifts than are required and the rover shall select a work schedule for that month.
- B. The Fire Chief and rover will work to ensure that the focus is related to selecting shifts that would otherwise be understaffed based on 3-person minimum staffing.
- C. The rover, with the approval of the Fire Chief may reschedule any shift during the month with another shift during that same month so long as that move does not cancel someone else's already scheduled overtime.
- D. No assigned work schedule of Rover shifts shall exceed 72 consecutive hours. This does not include a potential overtime shift on either end bringing a total to 96 hours as mentioned in Article 16.
- E. The rover may choose to work more than 72 total hours being worked in a nine (9) day period and will not claim these shifts as overtime as indicated in Article 16.
- F. The rover will remain eligible for all overtime based on the rotational overtime process.

## **ARTICLE 19 – SICK LEAVE AND DISABILITY**

**SECTION 1.** Twenty four (24) hour employees shall accrue sick leave at a rate of twenty four (24) hours per month to a maximum of one thousand six hundred eighty (1680) hours. Forty (40) hour employees shall accrue sick leave at a rate of eight (8) hours per month to a maximum of one thousand two hundred eighty (1280) hours.

SECTION 2. Sick leave may be used for the following purposes: bona fide personal injury or illness, forced quarantine of an employee, care of immediate family member as defined in this article, care and supervision of a dependent child under the age of eighteen (18) with a health condition that requires treatment or medical supervision, medical and dental appointments, the birth of their child, parental leave as set forth in RCW 49.12.350, Domestic Violence leave as set forth in RCW 49.76, bereavement leave as set forth in Article 22, and use of a prescription drug which temporarily impairs job performance or safety. Employees shall notify the Employer of their inability to report for scheduled duty prior to the beginning of their scheduled shift.

SECTION 3. Following a fifth (5<sup>th</sup>) sick leave absence during the prior twelve months based on a rolling calendar, the Fire Chief or his/her designee may require verification by a physician that states the employee has been seen by the physician and is able to return to full firefighting duties. Failure to produce such verification when required shall be grounds for denying sick leave pay and /or other disciplinary action.

SECTION 4. Pension and disability leave shall be granted in accordance with the Washington State Industrial Insurance and Worker's Compensation Act (RCW 51.04) and or the LEOFF Pension ACT (RCW 41.26).

SECTION 5. Any sick leave accrued in excess of an employee's maximum cap may be converted to vacation time at a ratio of one hour to 0.25 hours of vacation at the employee's option.

SECTION 6. Donation of sick leave shall be allowed per City policy as stated in City Ordinance 07-837.

SECTION 7. Benefits that accrue according to the length of service such as paid vacation, holiday, and sick days will stop accruing six months from the time the employee files for medical leave.

SECTION 8. Immediate family shall be defined as the employee's parents, spouse, registered domestic partner, child, step-child, brother or sister, mother or father-in-law, son or daughter-in-law, grandparent, grandchild, or other relative who lives in the employee's home.

SECTION 9. Upon retirement from the City, an employee shall receive 6.25% of their accrued sick leave balance cashed out at the time of separation.

## **ARTICLE 20 – MILITARY LEAVE**

SECTION 1. Any employee who is a member of the Washington National Guard or of the Army, Navy, Air Force, Coast Guard, or Marine Corps reserve of the United States, or of any organized reserve of armed forces of the United States will be granted leave of absence with pay not exceeding fifteen (15) working days per year. Such leave shall be granted in order that the person may take part in active training duty in such manner and at such time as they may be ordered to active training duty, and shall

not involve loss of efficiency rating, privileges or pay. Request for such leave shall be filed at least twenty (20) days prior to the scheduled leave and shall be accompanied (when available) by a copy of the employee's active training duty orders.

**SECTION 2.** Employees called to active duty are eligible for up to five (5) years of unpaid military leave without pay and with following specified return to work rights:

**A. General Provisions**

Employees return to their regular position and receive any benefits, pay increases or other entitlements that would have accrued to them.

**B. Vacation leave accrual rate**

Vacation leave does not accrue during unpaid military leave. Upon return to work the vacation leave accrual rate is adjusted as though the employee had been continuously in pay status.

**C. Salary Increments**

Upon return to work the employee's salary is placed at the step in the range that the employee would have reached if not on unpaid military leave.

**E. Seniority**

Time on paid and unpaid military leave is included in seniority calculations.

**F. Military Leave Duration; Notice Required**

Less than 31 days: Employee reports to work on the first scheduled work period on the first full calendar day following completion of service plus 8 hours.

Between 31 and 181 days: Employee requests reinstatement within 14 calendar days of completion of service.

More than 180 days: Employee requests reinstatement no later than 90 days following completion of service

**ARTICLE 21 – JURY DUTY**

**SECTION 1.** All employees shall be allowed up to two (2) weeks leave to serve as a member of a jury. During such leave, employees will be paid at their regular rate of pay. Any jury duty pay (exclusive of expenses) received for his service on a workday shall be reimbursed to the employer.

**SECTION 2.** Forty (40) hour employees shall be required to report to work when there are three (3) or more hours of their regularly scheduled shift remaining inclusive of regular travel time.

SECTION 3. Twenty four (24) hour shift employees shall be required to report to work when there are three (3) or more hours of their regularly scheduled shifts remaining inclusive of regular travel time and they are not required to appear for jury duty the following day.

**ARTICLE 22-BEREAVEMENT LEAVE**

SECTION 1. Employees shall receive up to five (5) work shifts off in the event of death in the immediate family. Immediate family is defined as the employee’s parents, spouse, registered domestic partner, child (including miscarriage), step-child, brother or sister, mother or father-in-law, step-father-in-law, step-mother-in-law, son or daughter-in-law, grandparent, grandparent-in-law, grandchild or other relative who lives in the employee’s home. Additional leave is authorized by use of accrued sick and/or vacation leave, if requested by the employee and approved by the Fire Chief.

**ARTICLE 23-LEAVE OF ABSENCE**

SECTION 1. A leave of absence, without pay or benefits, may be granted to an employee not to exceed six (6) months. A request is to be submitted in writing, detailing the need for the leave. Approval or denial shall be solely at the discretion of the Employer.

SECTION 2. In accordance with the Family Medical Leave Act, the Employer will grant job protected family and medical leave to all eligible employees in the bargaining unit.

SECTION 3. Non-work related medical leave shall not extend beyond eighteen (18) months and may require six (6) month periodic prognosis regarding return to work.

**ARTICLE 24-VACATION AND HOLIDAYS**

SECTION 1. Each forty (40) hour employee shall accrue and be granted vacation in accordance with the following schedule:

Years of Employment	Hours	Hours accrued per month
1 through 4	100	8.334
5 through 9	124	10.334
10 through 14	148	12.334
15 or more years	172	14.334

SECTION 2. Each twenty four (24) hour employee shall accrue and be granted vacation in accordance with the following schedule:

Years of Employment	Hours	Hours accrued per month
1 through 4	140	11.667
5 through 9	174	14.5
10 through 14	207	17.25
15 or more years	241	20.1

SECTION 3. Each twenty four hour (24) shift employee shall be entitled to accrue vacation leave not to exceed a maximum of three hundred eighty four (384). Each forty (40) hour employee shall be entitled to accrue vacation leave not to exceed a maximum of two hundred fifty six (256) hours. If the maximum vacation accrual is exceeded, the Employer shall pay the employee for all vacation accruals in excess of the vacation accrual cap.

SECTION 4. Two (2) "Block" and up to five (5) single day vacation scheduling shall be done by seniority. A "Block" vacation is defined as at least forty (40) consecutive hours of paid leave taken by an employee not including the employee's regularly scheduled days off for twenty four (24) hour shift personnel. It is the responsibility of the local to provide a calendar with selections of up to two (2) "Block" and up to five (5) single day vacation picks for each employee by no later than November 30<sup>th</sup> of each year and submitted to the Fire Chief. The following rotation based on seniority shall be followed by employees on each shift as follows: First "Block" selection, Second "Block" selection, and then up to five (5) single day vacation bids. Additional one (1) day vacation picks can be requested once the "First Choice" calendar has been approved. Approval of one-day vacation picks will not be unreasonably withheld. The Fire Chief shall respond in writing by December 15<sup>th</sup> indicating approval of vacation requests. "First Choice" vacation time off shall be honored regardless of what shift the employee is on or position filled at the time of the vacation. No two (2) employees may have the same vacation day.

SECTION 5. The following are recognized as legal holidays for all employees covered by this agreement.

New Year's Day	January 1
Martin Luther King Jr. Day	3 <sup>rd</sup> Monday/January
President's Day	3 <sup>rd</sup> Monday/February
Memorial Day	Last Monday/May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday/September
Veteran's Day	November 11
Thanksgiving Day	4 <sup>th</sup> Thursday/November
Day after Thanksgiving	4 <sup>th</sup> Friday/November
Christmas	December 25

A forty (40) hour employee will receive two (2) floating holidays per year. The floating holiday eligibility will occur after six months of continuous employment. An additional floating holiday will be accrued for forty (40) hour employees upon completion of six months of continuous service without incurring a sick day.

Forty hour (40) employees will be released from work without loss of salary for all recognized holidays. In the event a holiday falls on a Saturday the preceding Friday shall be observed as the holiday. If the holiday falls on a Sunday, the following Monday shall be observed. If the holiday falls on the employees' regular day off, the employee shall take the day off preceding or following his regular days off.

SECTION 6. Forty-hour employees who are required to work on a recognized holiday shall be compensated at two and one half (2 ½) times their regular rate of pay.

Twenty four hour shift employees shall annually receive eighty (80) vacation hours in lieu of holidays, divided as follows: thirty(30) hours on the first of January, and twenty five(25) hours on the first of May and September. Twenty four (24) hour shift employees shall be compensated at one and one half (1 ½) times their regular rate of pay for scheduled shifts on recognized holidays for any time worked that shift. Twenty four (24) hour shift employees that are called in to work overtime on a holiday, shall be compensated at two and one half (2 ½) times their regular rate of pay for any time worked that shift.

SECTION 7. If an employee is on vacation leave and becomes ill or disabled, he/she shall immediately notify the Employer to that affect. Provided that the employee furnishes a valid physician's verification that the illness or disability is serious enough to require that the vacation be canceled, the employee may request that he/she be placed on sick leave. Such request shall not be unreasonably withheld.

SECTION 8. New employees, upon being appointed to full time regular employment, shall accrue vacation leave in accordance with section one of this Article.

SECTION 9. Additional vacation requests shall be requested by at least 1600 of the day prior to the day that the vacation is being requested and shall not unreasonably be denied. If it is later than 1600, the Fire Chief may grant an employee to take vacation so long as coverage is found.

SECTION 10. Upon termination or retirement the employee shall be compensated at their regular rate of pay for all unused vacation time.

## **ARTICLE 25-INSURANCE**

### SECTION 1.

a) The City shall make contributions under AWC HealthFirst Plan through February 28, 2014. Effective March 1, 2015 with the AWC HDHP HSA Qualified Medical Plan, the City will make contributions equal to one hundred percent (100%) of the premium necessary to provide employee and dependent coverage on behalf of every full-time employee and on a pro-rate basis for part-time regular employees. Employees shall contribute twenty dollars (\$20.00) per month toward the cost of the plan.

b) As an alternative to AWC HDHP HSA Qualified Medical Plan at an employee's option, an employee may choose to participate in Group Health \$10 CoPay Plan. If an employee chooses the Group Health \$10 CoPay Plan, the City shall make contributions equal to one hundred percent (100%) of the premium necessary to provide employee and dependent coverage on behalf of every full-time employee and on a pro-rate basis for part-time regular employees.

The contributions shall be made under an IRS Section 125 Plan.

Due to the fact that firefighters no longer participate in SSA and the City is relieved of its obligation to make payments into the SSA program any required contribution by Firefighters to Article 25 will be offset against obligation to make an employee contribution for Article 25 benefits as called for therein up to the equivalent of the City's unpaid SSA obligation.

**SECTION 2.** Commencing March 1, 2015, the City will offer participation in a Health Savings Account (HSA) for those employees who choose to enroll in AWC HDHP HSA Qualified Medical Plan under Section 1. The City shall annually contribute \$1,500.00 into the HSA for an employee only, and \$3,000.00 for an employee with family, regardless of number of dependents. Payment into the employee's established HSA account will be made in one annual installment, first on March 1, 2015, and then January 1 each year thereafter, provided the employee is employed by the City on each payment date. The employee shall be responsible for establishing their own HSA account with the financial institution of their choice and be responsible for all fees for setting up and maintaining the HSA account. Employee may contribute additional funds to their HSA account(s) as regulated and described in IRS Code 223.

**SECTION 3.**

- (a) The City will establish a medical savings account, Voluntary Employees' Beneficiary Association (hereinafter VEBA) plan, under Section 501(c)(9) of the Internal Revenue Code for each employee of the Association who is eligible for, and enrolls in, one of the City's health insurance plans as described in Section 1 of this Article.
  
- (b) For those employees who have enrolled in the AWC HDHP HSA Qualified Medical Plan and choose to maintain an active VEBA account rather than establishing an HSA account, the City shall annually contribute \$1,500.00 for an employee only and \$3,000.00 for an employee with family regardless of number of dependents, into the employee's established VEBA account. Payment into the employee's VEBA account will be made in one annual installment, first on March 1, 2015, and then January 1 each year thereafter, provided the employee is employed by the City on each payment date.

**SECTION 4.** Commencing March 1, 2015, once an employee is subscribed to the AWC HDHP HSA Qualified Medical Plan, the City will self fund a medical bridge health reimbursement arrangement under Section 105 of the Internal Revenue Code for all participating employees and dependants at a rate of \$2,400.00 for employee only coverage and \$4,800.00 for family coverage regardless of number of dependents. The medical bridge amount shall be funded at a level sufficient to assuming the City had to pay out during the calendar year the full amount for every bargaining unit member and family member that is in the AWC HDHP. The bridge amount may only be used after the annual deductible amount of

\$1,500.00 for an employee only and \$3,000.00 for an employee with family regardless of number of dependents, on the AWC HDHP has been reached, and may only be used to cover the gap for eligible medical expenses that apply toward meeting the calendar year out of pocket maximum amount. The bridge is not cumulative each year. The bridge amount shall be adjusted each year to take into account any increases in the start amount for 100% payment of claims. By way of example, if the out of pocket maximum on the HDHP is increased by \$1000, then the medical bridge plan would be increased by \$1000. Probationary employees shall not be included in the HSA until the 1st day of the month in which the employee is covered under the City health care plan.

**SECTION 5.** The City shall make contributions under AWC Dental Plan “E” equal to the cost of the premium for Plan “B” necessary to provide employee and dependent coverage on behalf of every full time employee and on a pro-rated basis for part time regular employees. The City will deduct the difference in the cost of the premiums (Plan E plus Plan II Rider vs. Plan B) from the employee’s pay. The City will provide the AWC Orthodontia Plan II rider to the Washington Dental Service Plan.

As an alternative to AWC Plan “E” at an employee’s option, an employee may choose to participate in the Willamette Dental \$10 Co-Pay Plan, the City shall contribute an amount toward the cost of the premium equal to the cost of the premium of the AWC Dental Plan “B” to provide an employee and dependent coverage on behalf of full-time employees and on a pro-rated basis for part-time regular employees.

**SECTION 6.** The City shall make contributions equal to one hundred (100%) percent of the premium necessary to provide employee and dependent coverage on behalf of every full time commissioned employee with AWC Vision Service Plan Option 1 (Full family-\$0 deductible) and the Second Pair Plan Rider.

**SECTION 7.** The City shall pay the cost for all preventative vaccinations as needed by employees for occupational related diseases. (i.e. Hepatitis, Tetanus, etc.)

**SECTION 8.** The Employer shall make contributions equal to one hundred (100) percent of the premium necessary to provide every employee \$40,000 worth of life insurance coverage under the AWC States West Plan.

**SECTION 9.** The Employer shall provide long-term disability insurance to all employees at no cost to the employees under AWC Standard Insurance Option 1.

**SECTION 10.** The Employer shall provide access to supplemental insurance with American Family Life Assurance Company (AFLAC). Any participation will be voluntary and plans will be up to the individual. The City will coordinate all necessary payroll deductions. All costs associated with AFLAC will be the responsibility of the employee.

## **ARTICLE 26-STATION AND SHIFT OFFICERS**

**SECTION 1.** Every effort shall be made for each shift to have at least three (3) firefighting personnel who are members of the Local's bargaining unit, with one being driver-operator-capable, and one being Officer-capable. This configuration may include the Fire Chief so long as the Fire Chief came from Local's Bargaining Unit as outlined in Section 4 of this Article. The Officer shall be responsible for daily department operations, station equipment and personnel working under his/her direction. Reserves and volunteers shall not count towards 3-person minimum staffing.

**SECTION 2.** Employees covered by this Agreement shall not be supervised or fall under the authority of any volunteer during the day-to-day operations of this department.

**SECTION 3.** In light of working in the twenty four (24) hour shift schedule, it is agreed to by both parties that firefighters may bring personal items in to the station to support their work shift. The following are examples of personal items: linens needed for bedding, personal clothing, wallets and purses, toiletries and personal hygiene items, and food items. It is further agreed to that the area of the fire station designated as the firefighters living space will be appropriately secured to ensure that non-fire department personnel are not allowed access without being accompanied by the fire department personnel. The City does not assume responsibility for any thefts or damage to any personal items that firefighters bring to the workplace.

**SECTION 4.** It is agreed upon that the Fire Chief, as long as he/she once worked within the Local's bargaining unit, will be allowed to count toward minimum staffing under certain circumstances. After 240 hours of call-back overtime are worked by line employees in a month, the Fire Chief will be eligible to work up to but not more than twenty-four (24) hours in that month should any additional staffing shortfalls occur. The times and configurations of work will be determined by the Fire Chief not to exceed twenty-four (24) hours in a month and two-hundred and eighty-eight (288) hours in a year. If a situation arises where a shift is below minimum staffing due to nobody being available for overtime, the Fire Chief may also work and count towards minimum staffing. This section will only be effective through the duration of this contract cycle (ending 2016). At the conclusion of the contract cycle, labor and management will review this section to look for changes and/or address relevance.

**SECTION 5.** In the case of no Captain being available, there will be a need for an actor. First option will be to have someone on a current promotional list act. If there is more than one person working who are on the promotional list, then acting responsibilities will default to the person higher on the list. If there is nobody available from a current promotional list; then acting will default to first class firefighters. If there is more than one first class firefighter, then acting will default to the individual with the most seniority. If there is no first class firefighter available, acting will default to the individual with the most seniority. In lieu of defaulting to seniority or list placement, individuals may agree to split time or rotate time. Every attempt will be made to insure that an actor is qualified and has passed a certified promotional exam before considering other options.

SECTION 6. Should the need arise in the absence of the Fire Chief for a period of greater than 30 days, an interim Battalion Chief may be assigned to function as head of the department for all operational functions and shall have full authority to make any operational decisions. The interim BC will be selected from eligible Captains who are off probation. The most senior Captain will have the first opportunity. If he/she declines, it will move down the line in order of seniority. The interim BC will be compensated at the Battalion Chief wage as outlined in appendix A. The interim BC will work a schedule as determined by the City Administrator. Any appointment of an interim BC of greater than 90 days shall not take place without an established testing process in place with the intent to make the position permanent. The interim BC will remain a member of the Local's bargaining unit and all accruals and benefits will reflect as such. The interim BC will maintain all seniority. The interim BC will not be eligible for any overtime for positions below them and there will be no call-back for an interim BC vacancy. The interim BC shall be limited to the issuance of verbal and/or written reprimands within the discipline process and shall not be allowed to hire or fire any employee. Any additional duties and functions of an interim BC will be outlined by labor and management prior to the appointment. The interim BC will report directly to the City Administrator.

## **ARTICLE 27-SHIFT SUBSTITUTIONS**

SECTION 1. Shift substitutions may be voluntarily undertaken between two employees upon approval of the Fire Chief. The responsibility of repayment rests with the employees involved in the trade. No obligation shall be placed upon the Employer for repayment of time voluntarily substituted or repaid between employees. Substitutions shall be done in a like manner and in accordance with FLSA Standards. Substitutions shall not create any additional financial impact to the city.

SECTION 2. An employee may voluntarily work another employee's shift but in repayment will have an equal amount of hours that will be transferred into their vacation bank by the employee for whom they worked upon approval by the Fire Chief. Such agreements must be mutually agreed upon by both employees.

## **ARTICLE 28-UNIFORM, PROTECTIVE CLOTHING AND EQUIPMENT**

SECTION 1. All protective clothing and equipment, required by the Washington State Administrative Code shall be supplied and cleaned by the Employer in accordance with the manufacturer's recommendations.

SECTION 2. Uniforms shall be furnished by the Employer to each employee and shall be replaced by the Employer on a fair wear and tear basis as determined by the Fire Chief.

The employer shall issue uniforms as required by the recruit academy.

Items to be provided to all uniformed Employees:

- 3 pairs of uniform pants
- 3 uniform shirts

4 blue T-Shirts  
1 pair duty boots  
1 belt (one time purchase)  
1 uniform jacket  
1 quarter zip sweatshirt  
Appropriate badges, patches and pins approved by the Fire Chief.  
Additionally, a Class A uniform will be provided to all First Class Firefighters.

All of the above supplied equipment shall remain the property of the Employer and to the extent possible shall be returned to the Employer upon separation from employment unless otherwise determined by the Fire Chief. The Employer will provide onsite or regular cleaning of uniform items for Firefighters.

#### **ARTICLE 29-MILEAGE**

Employees required to use their private automobiles while on duty for fire department business shall be compensated at the IRS rate per mile.

#### **ARTICLE 30-EMT AND PARAMEDIC CERTIFICATION**

SECTION 1. Within six (6) months after completion of the recruit academy and as a condition of employment, all employees will be required to obtain and maintain an EMT-B certification for the time of hire. Employees may be disciplined for failure to re-certify. The Employer will be responsible for providing OTEP and/or any other continuing education required to maintain EMT-B certification. Such training shall occur during the employee's regularly scheduled shifts.

SECTION 2. In order to receive paramedic pay, an employee must have a valid WA State Paramedic certification and be assigned by the department to function as a paramedic in the program established by the department.

#### **ARTICLE 31- PREVAILING RIGHTS PAST PRACTICES**

The Union and the Employer agree that the "past practices" related to "wages, hours and working conditions" currently enjoyed by the employees as they exist at the time of signature of this Agreement, and which are not addressed in this Agreement, nor waived in the Management Rights clause herein, will remain in effect unless the Employer wishes to change a mandatory subject of bargaining not addressed or waived. If so, the Employer agrees to bargain such changes not addressed or waived pursuant to its obligation under Chapter 41.56 RCW.

#### **ARTICLE 32-MANAGEMENT RIGHTS**

Any and all rights concerned with the management and operations of the Department are vested exclusively in the Employer unless otherwise provided for by the terms of this Agreement. The Employer has the authority to adopt reasonable rules for the operation of the Department and the conduct of its employees, provided such rules are not in conflict with the provisions of this Agreement. The Employer

has the right to (among other actions) discipline or discharge employees for just cause; to lay off employees due to financial reasons or other legitimate business reasons; to transfer and promote employees; to assign work and determine duties of employees consistent with the traditional duties of Firefighters; to schedule hours of work; to determine the number of personnel to be assigned to duty at any one time; to establish reasonable performance and productivity standards; to introduce and use new improved, or automated methods and equipment; to build, move, or modify its facilities; to take action on any matter in the event of an emergency; and to perform all other functions not expressly limited by this Agreement.

### **ARTICLE 33-LIGHT DUTY**

Any LEOFF II employee that becomes injured or medically unfit for duty may, if the Fire Chief feels there is justification and the need exists, request to return to work in a "Light Duty" status contingent upon the following: The physician treating the employee must furnish a release to "Light Duty" status listing the types of work the employee is allowed to perform. Before returning to full duty, the employee must furnish a release to "Full Duty" by the physician treating them. The employee and the Fire Chief will mutually agree on the time for light duty assignments. Employees leaving shift assignments to work day schedules will work a schedule that will aim at working the same amount of hours in a pay period as they would on shift. Any hours not covered by actual work will need to be made up with either sick time hours or vacation hours. Employees will continue to accrue vacation and sick time at their normal rate (24-hour shift employee rate) so long as they are working the same amount of hours. For extended light duty assignments (more than thirty (30) days), the employee will be moved to a 40-hour work schedule and accrue sick and vacation time according to 40-hour employees.

### **ARTICLE 34-TEMPORARY EMPLOYEES**

It is recognized that, from time to time, there may be a need to hire temporary employees to fill a vacancy of a bargaining unit employee who is injured, has a serious illness, on an approved leave of absence, or as agreed upon by the employer and the union. This position shall not be for more than one-hundred and twenty (120) consecutive days and no less than twenty-one (21) calendar days unless mutually agreed to. All temporary hires shall have Firefighter I certification (such as Bates Fires Service Training Academy) or equivalent, have a certified current WA State EMT card, a current Physical Agility Test assessment (like a CPAT or another assessment as agreed upon by both labor and management), and prior to being put on duty they must have completed the driver/operator check off for the City of DuPont. Temporary employees will be classified as a probationary employee and will be covered by all provisions of the Collective Bargaining Agreement for their period of employment. Temporary employees will be paid based on actual hours (hourly) and will be provided full benefits after employment beyond thirty (30) calendar days or nine (9) shifts, whichever is longer.

### **ARTICLE 35-POLICIES**

SECTION 1. The Parties acknowledge that the Employer has developed, and may develop or revise City Policies. The parties agree that the Employer shall provide to the Union a copy of all policies that are

new or revised such that the Union will be afforded notice that new or revised policies are scheduled to be adopted by the Employer. Should the Union desire to exercise its rights under RCW 41.56, it shall promptly, but not later than 30 days from receipt, give notice to the Employer that the Union is exercising its RCW 41.56 rights specifying those parts of the new or revised policy that are an issue whereupon the Employer shall meet its obligation under the statute.

**SECTION 2.** The employer may prepare or revise job descriptions for unit members. Should the Employer make revisions to current job descriptions or create new job descriptions within the unit the Employer shall deliver to the Union such new or revised job descriptions. Should the Union wish to exercise its rights under RCW 41.56, the Union shall promptly, but not later than 30 days, advise the Employer of its desire to exercise its rights by specifying the portions of the job description(s) that are at issue. The Employer shall meet its obligations under the statute.

### **ARTICLE 36-HEALTH AND FITNESS**

A Fitness Incentive, of one (1) shift off (24 hours for shift employees and 12 hours for 40 hour employees) will be awarded upon successful completion of the physical fitness assessment by the Exercise Science Center of Fircrest, Washington (or another suitable assessment as agreed upon by both Labor and Management) and a medical physical by their personal doctor. Employees are eligible to request the incentive one (1) time per year no later than March 31<sup>st</sup> of that year, and must provide documentation of passing the test and medical physical to the Fire Chief. The day off must be used in that calendar year and will not carry over beyond December 31<sup>st</sup>. Any cost associated with taking the test or physical will be at the expense of the employee.

### **ARTICLE 37-TOBACCO USE**

**SECTION 1.** The Union and the City agree that the use of tobacco products are not conducive to the health of members of the Local and is contrary to the goals of a comprehensive wellness program. Furthermore, it is agreed that tobacco use may exclude an employee from a presumptive cancer claim so every effort should be made to protect employees.

**SECTION 2.** All Bargaining Unit personnel hired on or after January 1, 2011 shall be tobacco free upon appointment and throughout their length of service with the City.

**SECTION 3.** All Bargaining Unit personnel hired prior to January 1, 2011 shall not be limited by this Article. The Local and the City further agree to encourage these employees to seek appropriate cessation treatment to become tobacco free. The City agrees to make the Employee Assistance Program available to these employees to aid in their pursuit of cessation.

### **ARTICLE 38-PROMOTIONALS**

The following procedures shall govern all promotions within the bargaining unit:

- A. All Fire Department personnel shall be notified and be given an opportunity to make application for promotional testing. Such notice shall be posted for ninety (90) days along with a list of testing materials that will be used in the evaluation of all qualified applicants.
- B. Qualifications and requirements as determined by the Employer, with input from the Union, shall objectively reflect the duties of the position.
- C. All tests shall be impartially administered and shall relate to those matters, which fairly test the candidates' ability to discharge the duties of the position to be filled.
- D. All applicants shall be notified of their score and their relative standing on the promotional list.
- E. Promotions shall be based on the rule of the three from the top of the promotional lists.
- F. Said promotional list shall be maintained for two (2) years. If mutually agreed upon by the Union and Employer, the promotional list may be extended in six (6) month increments for not more than three (3) years.
- G. In the event there is no certified promotional list, a qualified applicant may be temporarily appointed to the position, until such time that a promotional list has been certified. The temporary appointment shall not exceed six (6) months. Qualifications will be mutually agreed upon by labor and management.
- H. Permanent vacancies and promotional positions shall be filled within ninety (90) business days, provided a valid Civil Service list exists or for budgetary or operational reasons, the Employer determines not to fill the position.

#### **ARTICLE 39-TUITION REIMBURSEMENT**

In 2015, the City will develop a tuition reimbursement program, working closely with the Union. Approval of the program will be memorialized by way of Memorandum of Understanding (MOU) upon completion.

#### **ARTICLE 40- EDUCATION INCENTIVE**

Members of the Union may qualify for an Education Incentive of 2% of the employees base pay on each payroll for a 2-year Associates or Fire Science Degree, or 5% of the employees base pay for a 4-year or Masters Degree, for a maximum of 5% total. To qualify for the incentive, members must submit a written request along with documentation of successful completion of degree to the Fire Chief. The Fire Chief will forward the request to Human Resources. A panel consisting of the Fire Chief, Union Official, and Human Resources Representative, will review the request and make a recommendation to the City Administrator. The City Administrator will evaluate the recommendation and make a decision. Approved requests will be processed and awarded in a timely manner, within the next full pay cycle or as soon as possible.

#### **ARTICLE 41-DEFERRED COMPENSATION PROGRAM**

SECTION 1. Members of the Union were afforded the option of entering into a retirement program governed by the Internal Revenue Code 457. It, however, is understood that the Employer will make available the IAFF Financial Corporation 457 Plan as either the sole option or one of the options that the

Union members may participate in. The Local opted not to participate in SSA and entered into an agreement with the City to contribute 5% of the base salary for each individual into the employees plan (account) on a monthly basis in lieu of Social Security benefits.

The City is relieved of its obligation to make payments into the SSA for Firefighters and any required contribution by Firefighters to Article 25 will be offset against obligation to make an employee member for Article 25 benefits as called for therein up to the equivalent of the City's unpaid SSA obligation.

SECTION 2. City Match: The City shall contribute as a match 1% of the employees base pay (base pay does not include overtime) on each payroll to the employees account in the City's Deferred Compensation Plan if the employee also contributes a minimum of 1% of the employee salary into said account.

#### **ARTICLE 42-RETIREMENT MEDICAL PLAN**

SECTION 1. The City shall deduct from the base salary of each LEOFF II employee on a pretax basis contributions to the Washington State Council of Firefighter's Employee Benefit Trust. The contribution rate deducted shall be \$75.00 per month, or as amended by the Plan's Board of Trustees. These contributions shall be included as salary for the purpose of calculating retirement benefits.

SECTION 2. The City's role is administrative only and the City shall not be liable for any contribution not deducted from employees pay. While the plan is voluntary and funded by the employees, the plan was unanimously elected by Local 3829 and requires participations by all eligible LEOFF II plan members, unless participation is modified by the Plan's Board of Trustees.

#### **ARTICLE 43-OFF DUTY EMPLOYMENT**

SECTION 1. Employees may engage in off duty employment, subject to the provisions of this Article.

SECTION 2. Employees shall, as soon as possible, disclose any current or proposed interest, contracts, or employment arrangements with any vendors, contractors, or sub-contractors, or other entities with whom the Employer has direct dealings.

SECTION 3. Off-duty employment shall not interfere with the Department's Operations or safety. Nor shall it interfere with the employee's performance of regular duties or hours of work for the Department. It cannot result in any conflict of interest with the employee's ethical obligations as an employee of the department.

#### **ARTICLE 44-ELECTRONIC COMMUNICATION, TECHNOLOGY AND APPARATUS USAGE**

SECTION 1. It is understood that due to the nature of firefighters working the twenty four (24) hour shift that they will be allowed access to the internet using personal or union supplied computers during unstructured time for personal use. This personal use shall not include any activity that would be pornographic in nature, illegal, harmful to the network, or usage that would result in harassment or discrimination.

SECTION 2. Additionally, due to the nature of twenty four (24) hour shift work, employees shall be allowed access to make personal phone calls while on duty during unstructured time using their own personal telephones. This activity shall not interfere with their assigned duties in regards to emergency responsiveness or readiness.

SECTION 3. Employees shall comply with RCW 46.61.667 while on duty in relation to cell phone use while operating a motor vehicle. If the exemptions within this statute are used to support cell phone use, the use shall comply with the limits set within the statute and shall be for department business only.

SECTION 4. As a government body that relies heavily on public support, the officer in charge of the apparatus shall decide if it is appropriate to transport a non-fire department individual inside of a department vehicle. Before transport this decision should be guided by policy set by the Fire Chief.

**ARTICLE 45-SUBSTANCE ABUSE POLICY**

The provisions of the City of DuPont’s Drug and Alcohol Testing Policy for Non-CDL’s included in the 2010 Revised City Personnel Policies and Procedures shall apply to all members of the bargaining unit.

**DURATION OF AGREEMENT**

This Agreement shall be effective from January 1, 2014 and shall remain in force and effect until December 31, 2016.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

FOR THE CITY OF DUPONT

FOR THE FIREFIGHTERS LOCAL  
LOCAL #3829, IAFF

\_\_\_\_\_  
Michael Grayum  
Mayor

\_\_\_\_\_  
Jon Roberts  
President

\_\_\_\_\_  
Ted Danek  
City Administrator

\_\_\_\_\_  
Josh Tinsley  
Secretary

\_\_\_\_\_  
Larry Creekmore  
Fire Chief

Reviewed as to form:

\_\_\_\_\_  
Jay Long  
City Attorney

**APPENDEX A-SALARIES**

COLA			2013	2.50% 2014	3.50% 2015	5% 2016	
Base	Probationary Firefighter	1-12 months	75%	4,113	4,216	4,364	4,582
	Firefighter 3 <sup>rd</sup> Class	13-24 months	80%	4,387	4,497	4,654	4,887
	Firefighter 2 <sup>nd</sup> Class	25-36 months	90%	4,936	5,059	5,236	5,498
	<b>Firefighter 1<sup>st</sup> Class</b>	<b>37 months</b>	<b>100%</b>	<b>5,484</b>	<b>5,621</b>	<b>5,818</b>	<b>6,109</b>
	FF/Paramedic		106%			6,167	6,476
Discontinued	Probationary Lieutenant		105%	5,758	5,902		
	Lieutenant		110%	6,032	6,183		
	Probationary Captain		106%			6,167	6,476
	Captain		112.50%			6,545	6,873
	Battalion Chief		120%			6,982	7,331

Both parties agree to re-open Appendix A by August 2015 to negotiate impacts and implementation of salary changes, if any for 2016.

Effective January 1, 2015 qualified members shall receive a 2% specialty pay for EMT and a 2% Specialty pay for Firefighter 2 (Firefighter 2 applies upon reaching Firefighter First Class).

The position of Fire Prevention Specialist will be the same rate of pay as a Firefighter