

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CITY OF MOUNT VERNON**

**AND**

**LOCAL UNION NO. 1983**

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

**BATTALION CHIEFS AND FIRE PREVENTION BATTALION CHIEFS CONTRACT**

**JANUARY 1, 2021 THROUGH DECEMBER 31, 2024**

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## **ARTICLE 1 - PREAMBLE**

### **Section 1.1**

This agreement is entered into by and between the City of Mount Vernon, hereinafter referred to as the "City" and Local 1983, International Association of Firefighters, hereinafter referred to as the "Union". It contains the entire agreement between the parties governing wages, hours and working conditions for the Battalion Chief's collective bargaining unit, which has been reached as the result of the collective bargaining in accordance with RCW 41.56, and shall be in effect for the period stated herein.

### **Section 1.2**

This agreement covers only Battalion Chiefs and Fire Prevention Battalion Chiefs. Though the Firefighters, Firefighters/Paramedics, and Company Officers are represented by the Union they are covered by their own collective bargaining agreement with the City.

### **Section 1.3**

The City and the Union agree that this collective bargaining agreement is based on the current services the City of Mount Vernon Fire Department provides to the citizens of the City of Mount Vernon and greater Skagit County Fire District (through contract agreements between the City and Skagit County) and other neighboring agencies.

## **ARTICLE 2 – RECOGNITION OF BARGAINING UNIT**

### **Section 2.1**

The City recognizes the Union as the exclusive collective bargaining representative for regular full-time Battalion Chiefs and Fire Prevention Chiefs. Excluded: Fire Chief, Assistant Fire Chiefs, Fire Department Administrative Assistant, Department Secretary, Civilian Fire Prevention Specialist, and Civilian Deputy Fire Marshal. The City also recognizes the Union as the exclusive collective bargaining representative for regular full-time firefighting personnel, however they are a separate bargaining group covered under a separate collective bargaining agreement.

### **Section 2.2**

When the Union and the Employer cannot mutually agree if a classification or position should be included within this bargaining unit, either party may request a unit clarification from the Public Employment Relations Commission.

## **ARTICLE 3 - UNION SECURITY**

### **Section 3.1**

All employees covered by this agreement shall decide within thirty-one (31) days after employment by the City, or thirty-one (31) days after the signing of this agreement, whichever is first, if they will become members of the Union, and shall thereafter tender dues and initiation fees uniformly required as a condition of membership.

**Section 3.2**

Any employee excluding himself/herself as a member with the Union may tender a service charge to the Union equal to the amount required for the administration of this document, upon the employee's affirmative consent to pay.

**Section 3.3**

Any employee who subsequently requests Union membership or re-instatement with the Union, shall be required to pay all reinstatement fees according to the schedule determined by the Union executive board according to Local 1983 bylaws. The City will forward all reinstatement fees through payroll deduction if requested by the employee as detailed in Section 5.1.

**Section 3.4**

The City will forward to the Union within five (5) working days from the date the offer is made, a copy of any conditional offer of employment made by the City to any prospective Battalion Chief. This copy shall include all stated terms of employment and salary quoted. The Union shall then have five (5) working days after receipt of the conditional offer of employment to verify the employment terms and salary rates quoted and will notify the City within this five (5) day period of any stated terms that are at variance with the terms of employment set forth in this contract.

**ARTICLE 4 - NON-DISCRIMINATION**

**Section 4.1**

There shall be no discrimination against any employee with respect to compensation, terms or conditions of employment, because of race, color, religion, national origin, marital status, sexual orientation, or age (except where age or sexual orientation is a bona fide occupational qualification), physical disability, Union membership, or other protected class status as defined by State or Federal law. Any violation shall be construed as a breach of the agreement. Allegations of discrimination may be pursued through the contractual grievance process or court action. Filing in one forum is a waiver of the other.

**ARTICLE 5 - PAYROLL DEDUCTIONS**

**Section 5.1**

The City agrees to deduct semi-monthly dues, fees, and assessments from the pay of any employee represented by the Union who authorizes such in writing and shall remain in full force in an amount certified to be current by the Treasurer of the Union. Authorization for such deductions shall be in writing and shall remain in full force and effect during the term of this agreement. The total amount of deductions shall be remitted each month by the City to the Treasurer of the Union.

## **ARTICLE 6 - UNION ACTIVITIES**

### **Section 6.1**

The City agrees that during working hours, on the City's premises (or within City boundaries), and without loss of pay, Union officials and elected representatives shall be allowed reasonable time to attend negotiating sessions with the City and to transmit communications as authorized by the Union to the City and other Union members. The City also agrees that during working hours and without loss of pay, Union members will be allowed reasonable time to attend Union meetings. Station response zone coverage by on-duty personnel shall be maintained during such activities.

### **Section 6.2**

The City agrees to allow time off with pay for employees who are elected Union representatives and who are conducting business vital to the Union members, provided prior notification to the Fire Chief, or if designated the Assistant Fire Chief, has been given and proper relief is available at no additional cost to the City (such as overtime). This will apply when a Union representative has the opportunity to attend any IAFF or WSCFF event. No more than 48 hours per calendar year will be allotted to the BC bargaining unit to be used as time off with pay; any BC bargaining unit member may be allowed to utilize the time off if an elected Union representative is unable to attend the function. Additionally, the City agrees to comply with RCW 41.56.220.

#### **Subsection 6.2.1**

Prior notification shall consist of:

- A. Notification to the Fire Chief, or if designated the Assistant Fire Chief, as to who will be attending and the dates they will be attending the event prior to Kelly day picks and as soon as possible prior to the event when a change or addition is made. Normal Union notification will be made using current department staffing software and will be made annually when operations personnel begin setting the shift assignments for the following year.

### **Section 6.3**

For the purpose of Sections 6.1 and 6.2, the Union agrees to forward to the Fire Chief, or if designated the Assistant Fire Chief, a list of the elected Union representatives and their terms annually.

## **ARTICLE 7 - MANAGEMENT RIGHTS**

### **Section 7.1**

Any and all rights concerned with the management and operation of the Fire Department are exclusively that of the City unless otherwise provided by the terms of this agreement.

### **Section 7.2**

The City has the authority to adopt rules and regulations for the operation of the Fire Department and conduct of its employees, provided such rules and regulations are not in conflict with the provisions of this agreement, Civil Service Rules, or applicable laws. The City recognizes the requirement to bargain any change to a mandatory subject of bargaining.

### **Section 7.3**

The City has the right to discipline, temporarily lay off or discharge employees; assign work; evaluate personnel performance and determine duties of employees; schedule hours of work; determine the number of personnel to be assigned duty at any given time and perform all other functions not otherwise expressly limited by this Agreement, the provisions of Civil Service Rules, Fire Department Rules and Regulations, or applicable law.

### **Section 7.4**

The Local recognizes that the Fire Department Management group shall consist of the Fire Chief and Assistant Chief and it will be the responsibility of the Fire Department Management Group to maintain effective operation of the Fire Department as identified in this article. It is further recognized that the City's Fire Command group works closely together and that this results in frequent exchange and sharing of tasks between Chief, Assistant Chief, and others in the Fire Department Command Group. The Fire Department Command Group shall consist of the Fire Chief, Assistant Chiefs, Battalion Chiefs, Company Officers and any other identified by the Fire Department Management Group. It is further recognized that the sharing of tasks and responsibilities is beneficial and that the City Fire Department Command Group will continue to operate in this manner. Those positions within the Fire Department Command Group that are not identified as Fire Department Management Group are precluded from the hiring and discharge of employees, and will not represent the City in the collective bargaining process. Any employee represented by the Union shall not represent the City in the collective bargaining process. The Battalion Chiefs may make effective recommendations relating to discipline in accordance with the terms of this contract.

### **Section 7.5**

The personnel evaluation program developed and implemented according to the terms of section 7.2 of this Article have been mutually agreed upon by both the City and the Union. The City and Union agree that the current evaluation program will remain in place until a committee is formed to re-evaluate the current evaluation program. Any changes to the evaluation program will be mutually agreed upon by both the City and the Union.

## **ARTICLE 8 - PREVAILING RIGHTS**

### **Section 8.1**

All existing rights, privileges and working conditions held by employees which are not specifically addressed in this Agreement shall continue in full force and effect unless changed by mutual consent between the City and the Union.

## **ARTICLE 9 - PHYSICALS**

### **Section 9.1**

All new employees, including those rehired, shall have prior to their employment, a physical examination as set forth by R.C.W. 41.26.045. Task based fitness standards shall meet the requirements of the Respiratory Protection Standards.

## **ARTICLE 10 – WAGES, LONGEVITY AND EDUCATION INCENTIVE**

### **Section 10.1**

The wage, longevity, and education incentive schedules for employees covered by this Agreement are contained in Appendices A, B, and C, which are hereby incorporated by reference into this agreement.

## **ARTICLE 11 - DRUG AND ALCOHOL TESTING POLICY AND PROCEDURES**

The procedures outlined in this document for drug and alcohol testing shall be part of the current labor agreement between the City and the Union, and be covered by all applicable articles within that Agreement.

### **Section 11.1**

The procedures outlined in this document for drug and alcohol testing shall be part of the current labor agreement between the City and the Union, and be covered by all applicable articles within that Agreement.

### **Section 11.2**

**Policy:** The City and the Union recognize that drug use by employees would be a threat to the public welfare and the safety of department personnel. It is the goal of this policy to eliminate or absolve illegal drug usage through education and rehabilitation of the affected personnel. The use of alcoholic beverages or unauthorized drugs shall not be permitted at the City's work sites and/or while an employee is on duty.

### **Section 11.3**

**Informing Employees about Drug and Alcohol Testing:** All employees shall be fully informed of the City's drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the City shall inform the employees on how the tests are conducted, what the test can determine and the consequence of testing positive for drug use. All newly hired employees will be provided with this information on their initial date of hire. No employee shall be tested before this information is provided to him. Employees who voluntarily come forward and ask for assistance to deal with the drug or alcohol problem shall not be disciplined by the City. No disciplinary action will be taken against an employee unless he/she refuses the opportunity for rehabilitation, fails to complete a rehabilitation program successfully, or again test positive for drugs within the time allowances referenced in section 14 of this Article.

#### **Section 11.4**

**Employee Testing:** Employees shall not be subjected to random medical testing involving urine or blood analysis or other similar or related tests for the purpose of discovering possible drug or alcohol abuse. If, however, objective evidence exists establishing probable cause to believe an employee's work performance is impaired due to drug or alcohol abuse, the City will require the employee to undergo a medical test consistent with the conditions set forth in this Article.

An employee required to undergo such a test shall first be presented with the objective evidence establishing probable cause. The City will make every effort during both the investigative process and the testing process to maintain complete confidentiality.

Any employee may present objective evidence to either their supervisor or directly to the Chief. Objective evidence shall be considered to be presenting signs and symptoms of drug and/or alcohol abuse as listed within the Washington Cities Insurance Program's educational training on drug and alcohol abuse.

**Employees can also be subject to medical testing after an accident under the following circumstances (See City Handbook – Appendix A – Drug Free Workplace Policy):**

*Employees in a non-safety-sensitive position, will only be required to submit to alcohol and drug testing if the accident results in a fatality; bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or property damage of \$50,000 or greater.*

#### **Section 11.5**

**Employee Training:** All supervisory employees will receive training in the form of the Washington Cities Insurance Programs educational training on drug and alcohol abuse. All employees shall receive training in the recognition of the signs and symptoms of drug and alcohol abuse. The City will bear all costs of the aforementioned training.

#### **Section 11.6**

**Sample Collection:** The Collection and 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 Substance Abuse and Mental Health Services Administration (SAMHSA). The laboratory chosen must be agreed to between the Union and the City. The laboratory used shall also be one whose procedures are periodically tested by SAMHSA where they analyze unknown samples sent to an independent party. The results of employee tests shall be made available to the Medical Review Physician.

Collection of blood or urine samples shall be conducted in manner which provides the highest degree of security for the sample and freedom from adulteration. Recognized strict chain of custody procedures must be followed for all samples as set by SAMHSA. The Union and the City agree that security of the biological urine and blood samples is absolutely necessary. Therefore, the City agrees that, if the security of the sample is compromised in any way, any positive test shall be invalid and may not be used for any purpose.

Blood or urine samples will be submitted as per SAMHSA Standards. Employees have the right for Union and/or legal counsel representatives to be present during the submission of the sample. Employees shall not be witnessed while submitting a urine specimen. Prior to submitting a urine or blood sample, the Employee will be required to sign a consent and release form (as set forth in appendix E of this agreement).

A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. All samples must be stored in a scientific acceptable preserved manner as established by SAMHSA. All positive confirmed samples and related paperwork must be retained by the laboratory for at least six (6) months or for the duration of any grievance disciplinary action or legal proceedings, whichever is longer. At the conclusion of this period, the paperwork and specimen shall be destroyed. Tests shall be conducted in a manner to ensure that an employee's legal drug use and diet does not affect the test results.

### **Section 11.7**

**Drug Testing:** The laboratory shall test for only the substances and within the limits as follows for the initial and confirmation test as provided within SAMHSA standards. The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. Please refer to the United States Department of Transportation Code (40.87) for the cut-off limitations for drug tests. The limits can be found at [http://www.dot.gov/odapc/part40/40\\_87](http://www.dot.gov/odapc/part40/40_87)

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

### **Section 11.8**

**Alcohol testing:** A breathalyzer or similar equipment shall be used to screen for alcohol use and if positive, shall be confirmed by a blood alcohol test performed by a qualified laboratory. This screening test shall be performed by an individual qualified through the State Police Academy utilizing equipment certified by the State Police. An initial positive alcohol level shall be .04 grams per 210 L. of breath. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of testing expunged from the employee's file. Only specimens identified as positive on the initial test shall be confirmed using a blood alcohol level. Sampling handling procedures, as detailed in Section 5 shall apply. A positive blood alcohol level shall be .04 grams per 100 ml. of blood. If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee's file. Alcohol testing will be performed per the employee handbook, Appendix A: Drug Free Work Place Policy

### **Section 11.9**

**Medical Review Physician:** The Medical Review Physician shall be chosen and agreed upon between the Union and the City and must be a licensed physician with a knowledge of substance abuse disorders. The Medical Review Physician shall be familiar with the characteristics of test (sensitivity, specificity, and predictive value), the laboratories running the tests and the medical conditions and work exposures of the employees.

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

#### **Section 11.10**

**Laboratory Results:** The laboratory will advise only the employee and the Medical Review Physician of any positive results. The results of a positive drug or alcohol test can only be released to the City by the Medical Review Physician once he/she has completed his/her review and analysis of the laboratory's test. The City will be required to keep the results confidential and it shall not be released to the general public.

#### **Section 11.11**

**Testing Program Costs:** The City shall pay for all costs involving drug and alcohol testing as well as the expenses involved for the Medical Review Physician. The City shall also reimburse each employee for their time and expenses including travel for the testing procedure only.

#### **Section 11.12**

**Rehabilitation Program:** Any employee who tests positive for illegal drugs or alcohol shall be medically evaluated, counseled and treated for rehabilitation as recommended by the E.A.P. counselor. Employees who complete a rehabilitation program may be re-tested randomly once every quarter for the following twenty-four (24) months. An employee may voluntarily enter rehabilitation without a requirement of prior testing. Employees shall not be subject to re-testing the first time they voluntarily enter a rehabilitation program on their own initiation without having tested positive after a finding of probable cause. Subsequent voluntary rehabilitation admissions shall be treated the same as a positive test result requiring an employee to participate in the testing program below. The treatment and rehabilitation costs shall be paid as per the current City of Mount Vernon insurance program. Any costs over and above the insurance coverage shall be paid for by the employee. Employees will be allowed to use their accrued and earned leave for the necessary time off involved in the rehabilitation program.

If an employee tests positive during the twenty-four (24) month period, the employee will be reevaluated by an E.A.P. counselor to determine if the employee requires additional counseling and/or treatment. The employee will be solely responsible for any costs, not covered by insurance, which arise from this additional counseling or treatment.

#### **Section 11.13**

**Duty Assignment after Treatment:** Once an employee successfully completes rehabilitation, they shall be returned to their regular duty assignment.

**Section 11.14**

Time Limitations for Information to be kept in Files: Documentation of instances with confirmed positive testing will be placed in both the employee's personnel file and in the employee's medical file. Once treatment and any follow-up care is completed, and three years have passed, the employee's personnel file shall be purged of any reference to his/her drug or alcohol problem. After eight years have passed, the employee's medical file shall be purged of any references to his/her drug or alcohol problem.

**Section 11.15**

Management's Right of Termination of Employment: The City may, at its option, terminate from employment any employee who tests positive for illegal drugs or alcohol twice or more during any thirty-six (36) month period. The City may also, at its option, terminate from employment any employee who tests positive of illegal drugs or alcohol three or more times during an eight (8) year period. The initial instance where an employee has voluntarily entered a rehabilitation program of his/her own accord, and not as a requirement by the City as a result of positive testing after a finding of probable cause, shall not be counted as a part of either of the above situations and that employee shall not be subject to disciplinary action.

**Section 11.16**

Right of Appeal: The employee has their right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that he/she may grieve any other City action.

**Section 11.17**

Union Held Harmless: This drug and alcohol testing program was initiated at the request of the City. The City assumes the sole responsibility for the administration of the Policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this collective bargaining agreement relating to drug and alcohol testing. The Union shall be held harmless for the violation of any worker rights arising from the administration of the drug and alcohol testing program.

**Section 11.18**

Changes in Testing Procedures: The parties recognize that during the life of this Agreement, there may be improvements in the technology of testing procedures which provide more accurate testing. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements. If the parties are unable to agree on the amendments, they will be submitted to impasse procedures as outlined in RCW 41.56.

**Section 11.19**

Conflict with Other Laws: This Article is in no way intended to supersede or waive any constitutional or other rights that the employee may be entitled to under federal, state or local statutes.

## **ARTICLE 12 - HOURS OF WORK**

### **Section 12.1**

The normal hours of duty for fire suppression Shift Battalion Chiefs shall be one hundred ninety-two (192) hours per twenty-seven day cycle. The annual hours scheduled shall therefore be 2596 (192 hours per FLSA cycle x 13.52 FLSA cycles).

### **Section 12.2**

The normal working hours for Shift Battalion Chiefs will be one (1) twenty-four (24) hour shift in a seventy-two (72) hour period, running from 0800 to 0800 hours. Total hours of work shall be scheduled so that no more than eight (8) twenty-four (24) shifts shall be worked during any twenty-seven (27) day cycle. Shift Battalion Chiefs shall choose 15 Kelly Days per year with at least one being taken every twenty-seven day cycle. Kelly Days off are guaranteed and will not be affected by any other time off the employee takes during that cycle. Kelly Days will be selected as specified in Appendix D – Kelly Day Criteria.

### **Section 12.3**

The three (3) platoon system will be exercised in carrying out the work schedule.

### **Section 12.4**

The normal hours of duty for a Battalion Chief assigned to work normal office hours shall not exceed forty (40) hours in a seven day period (2080 annually), when working a 5/40 schedule or eighty (80) hours in a fourteen day period when working a 9/80 schedule. Normal office hours for both Shift Battalion Chiefs and the Fire Prevention Battalion Chief shall be scheduled by the Fire Chief, or if designated the Assistant Fire Chief, and shall normally be between 0700-1900 hours. Hours of work may be as agreed to between the Chief and the employee. The Chief, or if designated the Assistant Fire Chief, may temporarily schedule hours in place of normal office hours in emergencies or other special circumstances and not to exceed forty (40) hours in a seven (7) day period. Such temporary rescheduling shall be for the purpose of accomplishing a specific purpose and shall not be unreasonably extended. The seven day period is defined as Sunday through Saturday. The seven day cycle is a fixed repeating cycle that begins the first day the employee starts the schedule.

### **Section 12.5**

Any changes to department rules and regulations and policies and procedures affecting hours of work shall be mutually agreed upon by the City and the Union.

### **Section 12.6**

The Fire Prevention Battalion Chief may work Shift Battalion Chief vacancies (the Fire Chief's, or if designated the Assistant Fire Chief's, approval is required for the Fire Prevention Battalion Chief to accept overtime during his normally scheduled work hours). The Fire Prevention Battalion Chief shall be paid their Normal Hourly Rate of Pay during their normal hours of work according to section 12.4. Overtime shall be paid for hours that fall outside of their normal hours of work. Overtime pay for shift work shall be at the Shift Battalion Chief rate of pay.

## **ARTICLE 13 - OVERTIME**

### **Section 13.1**

**Overtime hours:** Battalion Chief assigned to a normal work week consist of hours worked in excess of forty (40) hours per seven (7) day work period when working a 5/40 schedule, or eight (80) hours per fourteen (14) day work period when working a 9/80 schedule. With approval of the Chief, the Fire Prevention Battalion Chief may choose to be paid compensatory time off in lieu of pay or a combination of compensatory time and pay for overtime hours worked.

Overtime hours for time worked as a Shift Battalion Chief shall include hours worked in excess of twenty-four (24) worked hours in a seventy (72) hour period or in excess of an employee's 27 day work cycle. A Battalion Chief's work cycle will consist of (8) twenty-four (24) shifts per twenty-seven (27) day cycle.

### **Section 13.2**

A Battalion Chief called back to work to fill a twenty-four (24) shift vacancy or partial twenty-four (24) hour shift vacancy shall be paid at one- and one-half (1.5) times the normal hourly rate.

### **Section 13.3**

Battalion Chiefs attending meetings outside of their normal hours of work shall receive overtime pay or, at the employee's option, compensatory time with the approval of the Fire Chief, or if designated the Assistant Fire Chief.

#### **Subsection 13.3.1**

The hourly rate of pay for those employees working the one-hundred ninety two (192) hours per twenty-seven (27) day cycle shall be computed by dividing the individual employee's annual salary, plus longevity pay, plus education incentive, plus specialty pay, by 2560 hours.

#### **Hours Worked Per Year**

Hours Scheduled per Year (121.67 Shifts)	2920
Less Kelly Days (15 shifts)	360
Hours Worked Per Year	2560

- In any given year, employees will work 121 or 122 shifts, average = 121.67

#### **Subsection 13.3.2**

The normal hourly rate of pay for those employees working the 5/40 or the 9/80 work schedule shall be computed by dividing the individual employee's annual salary, plus longevity pay, plus education incentive, plus specialty pay, by 2080 hours.

#### **Subsection 13.3.3**

Employees will be paid consistent with current City payroll procedures.

#### **Section 13.4**

Off duty hours worked by the Battalion Chiefs during emergencies and drills will be paid at one and one-half (1 ½) times his or her normal hourly rate of pay as computed in Section 1 paragraph A of this article. Any employee who returns to duty during emergencies or for drill shall be entitled to a minimum of one hour at one and one-half (1 ½) times the normal hourly rate providing he or she arrives at the emergency scene or assigned station prior to completion of the incident. For any time in excess of one hour compensation shall be made in half hourly (1/2) increments. Employees that respond to an automatic backfill within one hour of their regularly scheduled shift will be paid at the overtime rate until their scheduled shift begins rounded to the nearest 15 minutes. At no time will an employee be paid overtime once their regularly scheduled shift begins.

#### **Section 13.5**

The Battalion Chief of Fire Prevention may respond off-duty, when requested by the incident commander, to conduct fire investigations if they are certified as a Fire Investigator (IFSAC, IAAI, NAFI). Additionally, Battalion Chiefs may respond off-duty to Staff Battalion 110 under the following circumstances: A working fire in a building, working incidents where an on-duty Battalion Chief is committed to the alarm, circumstances when a second on-duty Battalion Chief is requested/scheduled (examples: flood fight, planned events).

#### **Section 13.6**

Once an employee returns to work, he or she shall be governed by the Department rules and regulations and policies and procedures.

#### **Section 13.7**

When a Battalion Chief is held over, overtime shall not begin to accrue until after an employee has worked eight (8) minutes beyond his or her regular scheduled work period, at which time the employee shall be paid at the rate of one and one-half (1 ½) times the base hourly rate for a minimum of fifteen (15) minutes. For each subsequent fifteen (15) minute period thereafter, the employee must work at least eight (8) minutes to be entitled to overtime compensation.

#### **Section 13.8**

In the event the Fire Chief, or his/her appointed designee, determines that additional or qualified personnel are not available on shift, the additional qualified personnel shall be selected from the appropriate Combined Overtime List as follows:

##### **Subsection 13.8.1**

If a shift Battalion Chief position causes the need for overtime the Battalion Chiefs will be offered the opportunity to fill the vacancy at 1.5x normal hourly rate, if no commissioned Battalion Chief is available to fill the overtime, Captains that are qualified to test for Battalion Chief will be offered the opportunity to fill the vacancy.

##### **Subsection 13.8.2**

If the Fire Chief, or if designated his/her appointed designee, is not able to fill the necessary position(s) because of the unavailability of personnel, the Chief, or if designated his/her appointed designee, shall have the right to assign or call back personnel to the appropriate position(s).

**Section 13.9**

Should immediate relief be needed due to injury, personal emergency, or other similar emergency situation for an employee that is on duty, the Fire Chief, or if designated his/her appointed designee, may select the first person on the appropriate overtime list who is immediately available. The immediately available person shall be assigned to work for the duration of the emergency personnel shortage or for the remainder of the shift if needed. Any personnel who are listed on the department overtime list who are contacted and are willing to work but are not immediately available shall retain their position on the list.

**Section 13.10**

Emergency Mobilization/Emergency Management Assistance Compact (EMAC) Response – Any employee working during an Emergency Mobilization/EMAC Response for which the City will be reimbursed by the State or Federal Government or any other outside agency or agencies shall be compensated per Article 13 for time worked during the mobilization/response, including travel time to and from the emergency mobilization area and any other time where the employee is required to be immediately available or is unduly restricted for immediate response at the request of the incident organization. Time when an individual is not assigned duty and is free to leave the area, will not be given compensation. Members of this Bargaining Unit who are dispatched in response to a State Mobilization/EMAC request may fill any position in such a response for which they are qualified.

**Section 13.11**

Employees fulfilling an obligation on a State Mobilization who are scheduled to work a shift exchange are (for the shift exchange) considered to be on-duty while participating in the mobilization. The employee will not be responsible for the coverage or bear the cost of filling the vacancy incurred by his/her absence.

**ARTICLE 14 – PEAK ACTIVITY UNIT/SPECIAL EVENTS STAFFING**

**Section 14.1**

If the City chooses to staff three or more additional units beyond the normal daily staffing for a special event or activity, an additional Battalion Chief or acting Battalion Chief will be hired to manage those units.

**Section 14.2**

Units are defined as an engine company, a rescue company, a ladder company, medic unit, aid unit, brush truck, etc.

**ARTICLE 15- SHIFT EXCHANGE**

**Section 15.1**

Employees shall have the right to exchange shifts when the change does not interfere with the operations of the Fire Department. Such exchange of shifts must be approved by the Fire Chief, or if designated the Assistant Fire Chief, in accordance with established department procedures. Shift trades with a company officer must ensure that there will remain at least one company officer qualified to act as Battalion Chief on the affected shift. Such trades will not be allowed if the trade results in the Fire Department having to hire from the overtime list in order to fill a needed acting position. Shift trades shall not be open-ended having an end date within 1 year of the initial trade date. Personnel may use accrued leave (vacation, holiday or comp-time) in lieu of fulfilling a trade on the affected shift as long as it does not cause overtime.

**ARTICLE 16 - WORKING OUT OF CLASS**

**Section 16.1**

In the absence of the Chief and Assistant Chief, where the Chief and Assistant Chief are unavailable, or unable, to handle daily duties for more than 40 hours, the Chief or Mayor may appoint a Battalion Chief as the Acting Chief.

The Acting Chief will be paid a premium of 10% for all hours worked in the absence of the Chief. The Acting Chief will not be paid overtime for attending meetings or performing duties on behalf of the Chief.

For purpose of Washington State Fire Mobilization Plan, the on-duty BC shall have the authority to activate those resources necessary for response in the absence of the Fire Chief and Assistant Chief.

**ARTICLE 17 - HOLIDAYS**

**Section 17.1**

The following shall be recognized as official holidays of the City:

- |                            |                           |
|----------------------------|---------------------------|
| 1. New Year's Day          | 1st day of January        |
| 2. Martin Luther King Day  | 3rd Monday in January     |
| 3. Presidents Day          | 3rd Monday in February    |
| 4. Memorial Day            | Last Monday in May        |
| 5. Juneteenth              | June 19                   |
| 6. Independence Day        | 4th of July               |
| 7. Labor Day               | 1st Monday in September   |
| 8. Veteran's Day           | 11th day of November      |
| 9. Thanksgiving Day        | 4th Thursday in November  |
| 10. Day after Thanksgiving | Day immediately following |
| 11. Christmas Day          | 25th day of December      |
| 12. Floating Holiday       |                           |

### **Section 17.2**

Employees working as a Shift Battalion Chief shall receive six (6) twenty-four (24) hour shifts off in lieu of the eleven (11) holidays set forth in Section 1 of this Article. These six (6) twenty-four (24) hour shifts or 144 hours will be accrued at a rate of 12 hours per month. Employees shall receive their bank of 144 hours on January 1<sup>st</sup> of each year. If the employee leaves employment, any holiday time taken but not accrued will be deducted from the employee's final compensation.

New employees hired from the outside to work as a Shift Battalion Chief shall receive a holiday bank upon hire, which is determined by the number of months left in the calendar year (12 hours per month based on the employee's adjusted hire date). Any unused holiday hours in the first year of employment will be cashed out on the January 5<sup>th</sup> paycheck the following year. If the employee leaves employment, any holiday time taken but not accrued will be deducted from the employee's final compensation.

### **Section 17.3**

Any employee assigned and working a forty (40) hour per seven (7) day work period shall observe New Year's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, Memorial Day, Labor Day and Juneteenth as listed in Section 17.1. In addition to the observed holidays, the employee assigned and working a forty (40) hour per seven (7) day work period will also receive 5 (8 hour) floating holidays if working a 5/40 schedule or 5 (9 hour) floating holidays if working a 9/80 schedule. If the employee working a 9/80 schedule chooses to use the floating holiday on a day that would normally be worked at 8 hours, the floating holiday shall be limited to 8 hours. The employee may voluntarily sell back up to four (4) floating holidays at their hourly rate of pay based on a 9 hour day. The employee assigned and working a forty (40) hour per seven (7) day work period will also receive 5 floating holidays in lieu of the remaining holidays listed in Section 17.1. The employee may voluntarily sell back up to four (4) floating holidays at their hourly rate of pay.

### **Section 17.4**

Scheduling of work shifts off in lieu of holidays must be approved by the Fire Chief or Assistant Chief with particular regard for the needs of the Fire Department. Shifts off in lieu of holiday shall only be used during the calendar year in which they accrue and will not be allowed to accumulate from one year to the next.

### **Section 17.5**

Employees will be allowed to voluntarily sell back six holidays at their hourly rate of pay. Employees will receive the pay for selling back their holiday(s) on their December 20<sup>th</sup> paycheck. Working holidays cannot put an employee into overtime status. The holidays sold back will be deducted from the employee's holiday bank under Section 17.2 above.

### **Section 17.6**

Should there be only one (1) Acting Battalion Chief assigned to the shift, the Suppression Battalion Chief and Acting Battalion Chief may select up to three days off, utilizing vacation or holiday, together in one calendar year.

## **ARTICLE 18 – VACATIONS**

### **Section 18.1**

Vacation with pay shall be granted to permanent, full time employees working 24 hour shifts in accordance with the following scheduled:

After one (1) year of service.....	10 Hours per month (120 hours/year)
After five (5) years of service .....	14 Hours per month (168 hours/year)
After ten (10) years of service.....	20 Hours per month (240 hours/year)
After fifteen (15) years of service .....	22 Hours per month (264 hours/year)
After twenty (20) years of service .....	24 Hours per month (288 hours/year)
After twenty-five (25) years of service.....	26 Hours per month (312 hours/year)
After thirty (30) years of service .....	28 Hours per month (336 hours/year)

### **Section 18.2**

Employees working a forty (40) hour per seven day work period shall be granted vacation days equal to shift employees, those being as follows (a vacation day for a forty (40) hour employee is eight (8) hours):

After one (1) year of service.....	6.667 Hours per month (80 hours/year)
After five (5) years of service .....	10 Hours per month (120 hours/year)
After ten (10) years of service.....	13.334 Hours per month (160 hours/year)
After fifteen (15) years of service .....	14.667 Hours per month (176 hours/year)
After twenty (20) years of service .....	16.667 Hours per month (200 hours/year)
After twenty-five (25) years of service.....	20 Hours per month (240 hours/year)
After thirty (30) years of service .....	21.334 Hours per month (256 hours/year)

### **Section 18.3**

A Battalion Chief hired through an external recruitment will receive vacation at the "After Five (5) years of service" level after successfully completing probation. Once the employee has completed three years of service with the City he/she will be moved to the "After ten (10) years of service" level for vacation accrual.

### **Section 18.4**

Vacations shall not be anticipated, and no unearned vacation with pay shall be granted. The maximum allowable vacation to be carried over and cashed out shall be as follows:

- Employees will be able to carry over and cash out up to 336 hours

Employees may only use the number of vacation hours they will accrue in the following year to select vacation in the initial seniority vacation selection process if they have accrued hours banked to cover those shifts. If an employee begins with no banked vacation hours, days must be selected as they are accrued the following year. After the initial seniority vacation selection process employees may select 4 additional vacation days with banked hours in a secondary seniority vacation selection process. After the secondary selection process additional vacation days may be selected with banked hours on a first-come, first-serve basis.

### **Section 18.5**

Vacation shall be selected in accordance with the Union's vacation/holiday selection rules/process to create a vacation/holiday calendar (which will include Kelly Days and Union Days scheduled off as described in Appendix D). The Union shall submit the following year's vacation/holiday calendar (with Kelly Days and Union Days) to the Fire Chief no later than December 1st and the Fire Chief shall certify the yearly calendar within ten (10) business days, assuming it meets the parameters set forth below. If not, it shall be returned for further development in accordance with the parameters set forth below.

After a position has been vacant for 180 days (per Article 23.39), that position will no longer be considered vacant for the purposes of this section. This means, for instance, that during the November selection process members will be able to schedule time off as if any particular vacancy will not last more than 180 days.

The Union shall have the ability to schedule a maximum of five (5) members off each shift, while the shift is fully staffed (currently 16 members). If the shift is below full staffing by one (1) member during the initial selection process in November for the following calendar year, the Union shall have the ability to have four (4) members off each shift, until that vacancy has been open for more than 180 days. If the shift is below full staffing by two (2) members on the date the vacation/holiday calendar is submitted to the chief or the assistant chief, the Union shall have the ability to have three (3) members off each shift, until that vacancy has been open for more than 180 days. If the shift is below full staffing by three (3) or more members on the date the vacation/holiday calendar is submitted to the chief or the assistant chief, the Union shall have the ability to have two (2) members off each shift, until that vacancy has been open for more than 180 days. The Union and the City will not change the vacation/holiday calendar once they are jointly approved by the Union and the City; except that schedules may be adjusted if mutually agreed to by the Union and the City.

No member shall be permitted to take vacation, holiday, or compensatory time off on July 4<sup>th</sup>.

Vacation time shall be approved or denied by the Fire Chief or Assistant Chief with particular regard to the needs of the Fire Department.

### **Section 18.6**

In the event that an employee assigned to work as a shift Battalion Chief is reassigned to work a forty (40) hour per seven (7) day work period, or vice versa, accrued but unused vacation time shall be converted as follows: One (1) shift off equals sixteen (16) hours.

### **Section 18.7**

Employees may voluntarily sell back their scheduled vacation day, with approval from the Chief, at their base rate of pay, if overtime would have been incurred on the shift. The sold back vacation day will be debited from the employee's vacation bank and the employee will receive compensation on their next paycheck. The employee will receive regular earnings plus vacation sell back pay for the number of hours sold back.

### **Section 18.8**

Should there be only one (1) Acting Battalion Chief assigned to the shift, the Suppression Battalion Chief and Acting Battalion Chief may select up to three days off, utilizing vacation or holiday, together in one calendar year.

## **ARTICLE 19 - SICK LEAVE AND OTHER LEAVE**

### **Section 19.1**

All City employees, whether regular, full-time, part-time, temporary or seasonal are eligible to accrue sick leave in accordance with the Washington Paid Sick Leave Law (WPSL). Employees are guaranteed to accrue WPSL at the rate of 1 hour for every 40 hours worked. For accrual purposes, hours worked encompasses actual working time, and not paid or unpaid leave. To meet these standards, employees under this bargaining agreement shall accrue sick leave at the rate of fourteen (14) hours for each month of service, and shall accumulate while on sick leave or vacation. There is no cap on annual accumulation; however, the maximum amount of sick leave that an employee may roll over from year-to-year shall not exceed 1440 hours. Any hours in excess of 1440 at the end of a calendar year will be lost.

### **Section 19.2**

Cumulative sick leave with pay shall accrue to each employee working a forty (40) hour per seven (7) day work period at the rate of twelve (12) hours per month and shall continue to accumulate while on sick leave or vacation. Total accumulation shall not exceed 1440 hours.

### **Section 19.3**

New twenty-four (24) hour employees shall start with a bank of sick leave in the amount of three (3) twenty-four (24) hour shifts. New forty (40) hour employees shall start with a bank of sick leave in the amount of three (3) days as established by their assigned work schedule.

### **Section 19.4**

Sick leave shall be granted for the following reasons:

- a. The employee's own illness, injury or health condition; to accommodate the need for medical diagnosis, care or treatment of a health condition; or preventive medical care.
- b. The employee's care for a family member with illness, injury or health condition; care for family member who needs medical diagnosis, care or treatment; care for family member who needs preventive medical care. Family members include an employee's child (whether biological, adoptive, foster, step-child, or child for whom the employee stands in loco parentis, is a legal guardian for, or is a de facto parent and regardless of age or dependency status); parent (whether biological, adoptive, in-law, de facto, step-parent, legal guardian or person who stood in loco parentis to employee when employee was a child); spouse or registered domestic partner, grandparent, grandchild, or sibling.

- c. An absence due to closure of the City's offices by order of public official for any health-related reason, or where the employee's child's school or day care is closed for such a reason.
- d. Absences covered by the Domestic Violence/Sexual Assault/Stalking leave policy.

### **Section 19.5**

In the event an employee is absent due to illness or injury for which the employee is receiving payment from Worker's Compensation, the City's obligation shall be limited to the difference between the employee's regular wages and the amount received from the State. Earned but unused sick leave shall be charged on a pro-rated basis in such case until exhausted.

### **Section 19.6**

When LEOFF II employees have used their maximum earned sick leave entitlement, they may use earned vacation, earned holidays, or other earned compensatory time to supplement their sick leave.

### **Section 19.7**

The employee may be required to furnish an attending physician's report to the City after the use of more than three (3) consecutive days of sick time (40-hour week schedule), or after the use of more than one (1) consecutive shift of sick time (twenty-four hour shift work schedule).

### **Section 19.8**

If the employee is taken ill, has an accident, or family death occurs while on vacation, such time shall be considered as sick leave or funeral leave as applicable provided the employee provides a physician's certificate or other evidence to substantiate a claim.

### **Section 19.9**

In the event that an employee working as a Shift Battalion Chief is reassigned to work a forty (40) hour work period or vice versa, accrued sick leave hours shall be converted as follows: One (1) shift off equals twenty-four (24) hours off.

### **Section 19.10**

Employees are eligible for Family Medical Leave and Washington Parental Leave in accordance with the City Handbook, Sections 9.4 through 9.6.

### **Section 19.11**

Paid Family Medical Leave (PFML) – Beginning with the January 5, 2021 paycheck, as required by the Washington State Paid Family Medical Leave law, the City shall deduct PFML premiums from employee's paychecks in accordance with state law.

### **Section 19.12**

#### **Military leave**

Military leave of absence - Every employee of the city who is a member of any United States Armed Force shall be entitled to and shall be granted military leave of absence from such employment for a period not exceeding 10.5 shifts per military fiscal year (October 1<sup>st</sup> through September 30<sup>th</sup>). Such leave shall be granted pursuant to RCW 38.40.060 and RCW 73.16.031. Military leave must be for the purpose of active training duty. Such military leave shall be in addition to any vacation or sick leave to which the

employee might otherwise be entitled. The employee must furnish a copy of his or her orders to his or her department head prior to starting a tour of duty in order to receive full city pay for the period involved.

### **Subsection 19.12.1**

Following the successful completion of the probationary period, every employee of the city who is a member of any United States Armed Forces shall be entitled to continuation of insured benefits and paid leave of absence should the employee be involuntarily activated to duty. The employee shall furnish written official military notification to his or her department head prior to starting the tour of duty in order to receive full city benefits. See Continuation of Insured Benefits.

**Definitions: For the purpose of Involuntary Activation, the following definitions apply:**

1. **Benefit Eligible Employee** - means an employee who in a regular position is eligible for leave and insured benefits.
2. **Medical** - encompasses medical, dental, and vision care insurance for the family of the benefit eligible employee.
3. **Military Pay** - means "Base pay" as determined by grade and years of service pursuant to uniformed services pay tables.
4. **Regular Base Rate of Pay** - means an employee's regular hourly rate of pay as determined by salary schedule or collective bargaining agreement, and includes any merit pay, educational incentive and/or longevity pay as provided by ordinance or a collective bargaining agreement, but does not include premium, special duty, lead worker, or overtime pay.
5. **Uniformed Services**- means service in any branch of the United States Armed Forces (Army, Navy, Air Force, Marines, Coast Guard), including the reserves, the Army and Air National Guards and the Commissioned Corps of the Public Health Service, and any other persons designated by the President of the United States.

### **Continuation of Insured Benefits**

That the City of Mount Vernon will continue to provide medical, vision, and dental insurance benefits to benefit eligible employee's eligible dependents for any employee eligible for leave and insured benefits who upon demand by the United States Government vacates his or her position with the City either to determine his or her physical fitness to enter, or to actually enter upon active duty or training in the Washington National Guard, the United States Armed Services, or the United States Public Health Services shall receive medical, dental, and vision benefits for the time period commencing with the beginning of an employee's military leave of absence and continuing until active duty has been completed. For clarification purposes, the benefit eligible employee ordered to active duty is not eligible for the above benefits, the eligible dependents of the employee will continue with the same benefits as before the separation.

Any employee contributions to the healthcare premiums, if in effect at the time of the involuntary activation will continue. If at any time during the involuntary activation period, employees begin to contribute to the premiums, the employee will assume the same responsibility.

### **Paid Leave of Absence**

That a benefit employee who is ordered to involuntary active duty by the United States Government thus requiring a leave of absence from his or her City position, and who has exhausted annual military leave as provided by the Mount Vernon Personnel Policies or a collective bargaining agreement, will be granted a paid leave of absence from their City position at their regular base rate of pay less the amount of their military regular base rate of pay to which they are entitled.

### **Section 19.13**

**Jury/Witness Leave** - In the event any full-time employee is called for jury duty or is required to attend court as a witness, such employee shall be granted a leave of absence without loss of compensation. There shall be no reduction of accrued vacation or sick leave during the period such employee is actually serving as a juror or witness. In the event the employee is excused prior to the end of his or her workday, such employee shall report back to work immediately until again called by the court. Any juror fee or any witness fee paid to the employee may be retained by the employee, provided, the employee may not receive compensation in excess of the fee paid to all witnesses generally, for services as an expert witness, and also receive paid leave under this section.

### **Section 19.14**

**Other leave** - In addition to other provisions for paid leave, the mayor may, in his/her sole discretion, grant leave for limited periods of time for such other reasons as the mayor determines to be in the best interests of the city and the employee.

### **Section 19.15**

**Compensatory time off** - Employees who accumulate compensatory time off under the terms of this agreement shall be permitted to accumulate compensatory time off for hours worked in excess of normal hours up to a maximum of two hundred sixty four (264) hours. Accumulated but unused compensatory time off earned during any calendar year may be carried over to the next calendar year by the employee; however, the City may elect to limit compensatory time off accumulation being carried over by cashing out the compensatory time off by providing pay at one and one-half times the employee's normal rate in lieu of carrying over compensatory time off. Use of compensatory time will follow the rules for the use of vacation time.

## **ARTICLE 20 - FUNERAL LEAVE**

### **Section 20.1**

It is hereby mutually agreed that in the event of a death in the immediate family or close relative of an employee, such employee shall be granted time off with full pay. Immediate family member, close relative and time off shall be defined in subsections 20.1.1 through 20.1.3.

#### **Subsection 20.1.1**

Immediate family member or close relative shall mean only the employee's husband, wife, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandmother,

grandfather, grandson, granddaughter, step-father, step-mother, step-daughter, step-son or any other person living with or legally dependent upon the employee, or upon approval from the Chief, or if designated the Assistant Fire Chief.

**Subsection 20.1.2**

Time off (24-hour shift employees): An employee shall be granted two (2) consecutive twenty-four (24) hour shifts off, with full pay, to assist with funeral arrangements and attend services when death occurs within the state of Washington, and three (3) consecutive twenty-four (24) hour shifts off, with full pay, to assist with funeral arrangements and attend services when death occurs outside the state. With approval from the Fire Chief, or the Assistant Fire Chief if designated, funeral leave may be granted non-consecutively if taken within 30 days from the death.

**Subsection 20.1.3**

Time off (employees working 40-hour week): An employee shall be granted up to 40 hours of work off with full pay, to assist with the funeral arrangements and attend services when death occurs within the state of Washington, and up to 56 hours of work off with full pay, to assist with funeral arrangements and attend services when death occurs outside of the State.

**Section 20.2**

All funeral leave shall be by notification and arrangement between the employee and the Fire Chief, or if designated the Assistant Fire Chief.

## ARTICLE 21 - HEALTH AND WELFARE

### Section 21.1

The City shall provide a health insurance program that provides coverage for medical, prescription drug, dental, vision and an employee assistance program for full-time permanent employees, spouses/domestic partners, and their dependents. This program shall include:

1. **Medical Insurance.**

The City will fund an HRA/VEBA account, \$1,500 for employee only coverage or \$3,000 for family coverage, for each employee by January 5<sup>th</sup> of each year.

Effective the first of the month following CBA approval by the City Council the City agrees to the following:

- The LEOFF Health & Welfare Trust Plan B – Employer will pay 100% of the monthly premium for the employee and 86% for spouse/domestic partner and their dependents.
- IAFF Local 1983, Battalion Chiefs bargaining unit reserves the right to reopen this Article to bargain any changes to healthcare that are mutually agreed to by the City and IAFF Local 1983, Firefighters bargaining unit, or is otherwise prescribed through arbitration.
- IAFF Local 1983 agrees to sponsor both the non-represented fire department personnel and the City of Mount Vernon LEOFF I fire department employees (and retirees), per the applicable LEOFF Trust rules.

**Domestic partners:** To qualify for domestic partner coverage through the Law Enforcement Officers and Firefighters Health and Welfare Trust (LEOFF Trust) both individuals must meet the LEOFF Trust's eligibility guidelines and submit an Affidavit of Domestic Partnership and supporting documents prior to approval/enrollment. The LEOFF Trust requires written verification be provided annually.

2. **Dental Insurance.**

Dental insurance is provided through the AWC Washington Dental Service Plan E with the AWC Orthodontia IV Rider. The employer will pay 100% of the premium for employee only and 90% of the premium for dependents.

3. **Vision Insurance.**

Effective January 1, 2018, vision insurance is included in the LEOFF Health & Welfare Trust Plan B.

4. **EAP Benefit.** The Employee Assistance Program is provided through AWC and is 100% paid for by the City.

### Section 21.2

Any change in the health insurance programs outlined in 21.1 shall be mutually agreed to by the City and the Union.

**Section 21.3**

A life insurance policy in the amount of \$20,000 shall be provided by the City and paid for by the employer.

**Section 21.4**

The City shall provide for LEOFF II employees enrolled in the Supplemental Disability/Life Insurance program a payroll deduction which will provide for the automatic deduction of the monthly premium amounts which will then be forwarded by the City to the insurance provider. Specific annual enrollment periods may be established by the City at its option.

**ARTICLE 22 - OPERATOR'S INSURANCE**

**Section 22.1**

The City shall provide a minimum of \$3,000,000 Liability and Errors and Omissions Insurance protection for every employee while in performance of their duty. The insurance afforded each employee does not apply to:

**Subsection 22.1.1**

Bodily injury to 1) another employee of the named insured arising out of or in the course of his employment, or 2) the named insured, or if the named insured is a partnership or joint venture, any partner or member thereof.

**Subsection 22.1.2**

Property damage to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by 1) another employee of named insured, or 2) the named insured, or if the named insured is a partnership or joint venture, any partner or member thereof.

**ARTICLE 23 - VACANCIES AND PROMOTIONS**

**GENERAL REQUIREMENTS**

This article shall supersede any and all Civil Service Commission rules regarding promotions for the ranks Battalion Chief of Fire Prevention and Battalion Chief.

**Section 23.1**

For the promotional positions of Battalion Chief, the City shall certify the top three eligible candidates from the promotional list for that position to the Mayor. If there are less than three candidates on the promotional list, the City may then, with agreement of the Union, certify less than three candidates to the Mayor. The Mayor may then choose any one of the eligible candidates to fill the position. If a candidate that ranks higher than another candidate is passed over for promotion, a written explanation as to why the candidate was passed over shall be provided to that candidate.

If less than three eligible candidates from within the Mount Vernon Fire Department apply for the posted position, the City may then advertise and invite qualified applicants from outside the Mount Vernon Fire Department to test for the posted position.

**Section 23.2**

The City shall hold additional examinations if the City is unable to certify eligible candidates to the Mayor in accordance with Section 23.1.

**ELIGIBILITY LISTS – DEFINITION AND REMOVAL FROM**

**Section 23.3**

There shall be two types of promotional eligibility lists.

**Subsection 23.3.1**

Reinstatement List: An eligibility list, according to class, containing the names, in rank order according to retention credit for employees and former employees who have been removed from their permanent position by a reduction in force (RIF) or an involuntary demotion/resignation pursuant to Article 26. Personnel demoted for disciplinary reasons are not eligible for placement on the reinstatement list. Those RIF'd personnel shall be given priority for promotion over any other personnel on the respective list. If an employee is RIF'd due to budgetary constraints and the position remains unfunded for a period of three (3) years, a new eligibility list will be established upon funding of the position.

**Subsection 23.3.2**

Promotional List: An eligibility list, according to class and department, containing the names, in rank order, of employees who have successfully passed an examination given for the promotional class for which the list is established.

**Section 23.4**

The City shall remove the name of a candidate from any promotional or reinstatement eligibility list for any one or more of the following causes:

**Subsection 23.4.1**

A written request from the eligible candidate that his/her name be removed.

**Subsection 23.4.2**

Regular appointment to a permanent position through certification from an eligibility list for the same or higher class.

**Subsection 23.4.3**

Declination of an appointment.

**Subsection 23.4.4**

Failure, upon certification from the particular eligibility list, to respond to a notice to appear for an appointment interview with the appointing power and/or department head, within the time designated in such notice.

**Subsection 23.4.5**

The non-availability of an eligible candidate for employment or appointment.

**Subsection 23.4.6**

Failure to give notice of change of address or notification relative to availability for employment or appointment, or failure to respond to a written inquiry from the appointing power relative to such availability.

**Subsection 23.4.7**

The making of any false statement by the eligible candidate with regard to any material fact in his/her application, or who has attempted any deception or fraud in connection with any application or examination.

**Subsection 23.4.8**

For willfully or corruptly making any false statement, certification, mark or grading or report in regard to any test for appointment held or made under the provision of these rules.

**Subsection 23.4.9**

When the eligible candidate has been dismissed or has resigned in lieu of termination from any previous employment or position in any classified service, or any other public or private employment, for any cause which would be cause for termination from City service as set forth in the Rules and Regulations of the Mount Vernon Fire Department, or whose record of employment has not been satisfactory with any other employer.

**Subsection 23.4.10**

The eligible candidate fails to present themselves for the, medical or psychological examination, or fails to cooperate in supplying the needed information to conduct a thorough and complete background investigation.

**Subsection 23.4.11**

Where the medical and/or psychological examination reveals that the candidate is physically or mentally unfit to perform the duties of the position which they seek. Minimum medical standards are those set forth in the RCW's for LEOFF 2 Retirement system personnel.

**Subsection 23.4.12**

Where the background examination reveals that the eligible candidate has been convicted by the State or Federal government for any crime the punishment could have been imprisonment in a Federal or State prison or institution, or that they have been convicted of any offense involving moral turpitude, narcotics or drugs, or any other circumstances that would lead the reasonable person to conclude that the candidate is unfit for a position in the classified service for failure to possess good moral character.

**Subsection 23.4.13**

In the case of a promotional eligibility list, where the candidate has separated from employment with the City of Mount Vernon for a reason other than layoff.

**Subsection 23.4.14**

When a candidate has not been appointed from an existing list and the duration of the list has expired.

**Section 23.5**

Whenever a candidate is removed from an eligibility list, for any of the reasons outlined in Section 5, they shall be notified by electronic mail (email) or in person, as to the reason for removal from the list.

**Section 23.6**

Appeal of removal of a candidate from a promotional list shall be made under Article 28.

**NOTICE OF EXAMINATION – APPLICATIONS**

**Section 23.7**

A general notice of examination for the positions of Battalion Chief shall be made at least thirty (30) days prior to the last date of filing for a given position. This notice shall be made by email and department memo.

**Section 23.8**

All applicants for a given test must file an application for the position for which they are testing. The application shall consist of a resume that clearly demonstrates the applicant meets the minimum qualifications for the position for which they are applying. This application must be filed with the Human Resources Director or designee during regular business hours and within the time limits fixed in the official announcement of examination. The applications shall be stamped with the date and time that they were received. Amendments or corrections must be made by the applicant within the time limit fixed in the official announcement of examination. No applicant will be admitted to any examination without first having filed a proper application. By filing an application, all applicants consent and agree to submit to the following examinations or investigations to determine their suitability to hold the position of Battalion Chief: Background investigation and psychological examination.

**Section 23.9**

The City may reject any application or applicant for appointment to the classified service and prohibit such person from taking the examination for the following reasons:

**Subsection 23.9.1**

The applicant lacks any of the minimum qualifications set forth in the examination announcement and Section 3 of this rule;

**Subsection 23.9.2**

The applicant, after notification, did not promptly present himself/herself at the time and place designated for any examination required under these rules.

### **Subsection 23.9.3**

The applicant refuses to furnish all information required to complete the application, or has made a false statement with regard to any material fact in his/her application, or who has attempted any deception or fraud in connection with such person's application.

### **Section 23.10**

Whenever a candidate is rejected for a promotional examination for any of the reasons set forth in Section 23.5, they shall be notified, in writing, by one of the following: certified mail, email, or in person, as to the reason for removal from the list.

### **Section 23.11**

Appeal of rejection of a candidate from a promotional examination shall be made under Article 28.

## **MINIMUM SERVICE REQUIREMENTS**

### **Section 23.12**

Every position covered by this Collective Bargaining Agreement will have a detailed job description which will outline the qualifications required for testing and appointment into the classification.

#### **Subsection 23.12.1**

The Fire Prevention Battalion Chief may transfer to a twenty-four hour suppression position given the following conditions: 1) the Fire Prevention Battalion Chief is on the certified eligibility list for the twenty-four hour Suppression Battalion Chief (in accordance with Section 23.1), and 2) a vacancy exists in a twenty-four hour suppression position. The Fire Prevention Battalion Chief will follow the promotional process as outlined in the firefighter contract and civil service rules.

## **PROVISIONAL APPOINTMENT**

### **Section 23.13**

The Mayor may temporarily fill a vacancy in a permanent position by provisional appointment provided that the Fire Chief makes a finding that such provisional appointment is necessary to the effective operation of the fire department.

### **Section 23.14**

Provisional appointments shall be terminated at such time as permanent appointments can be made from the appropriate eligibility list or until such time as the reason necessitating the provisional appointment no longer exists. However, no provisional appointment shall exceed four (4) months from the date of appointment. No person shall receive more than one (1) provisional appointment in a given class for more than four (4) months in any one calendar year except for the following reasons: 1) Providing continuity of leadership for the department, 2) The provisional appointment is anticipated to end within the next four month period, 3) An eligibility list is in the process of being established.

### **Section 23.15**

A provisional appointee shall have the authority and responsibility normally attendant in the position to which the employee has been appointed during the effective period of the appointment.

### **Section 23.16**

The acceptance by an individual of a provisional appointment shall not affect their standing on the eligibility list for permanent appointment. Such service shall not be counted as part of the probationary period set forth in Section 38 of this Article in case of such appointment to a permanent position.

### **Section 23.17**

A provisional appointee shall not acquire any rank status in the position or class to which appointed by virtue of any provisional appointment. Such status may be acquired only by permanent appointment under these rules.

### **Section 23.18**

A provisional employee shall not accrue any service credits in the position to which he/she has been appointed except those credits to which such employee would otherwise be entitled.

### **Section 23.19**

Those individuals on a reinstatement list who have been involuntarily demoted after attaining a permanent appointment shall be re-appointed to their respective position in the affected class before any provisional appointment is made. If the re-appointment is temporary, the affected individual shall be RIF'd and placed back on the re-instatement list for a period not to exceed three (3) years from the date of the RIF for an un-funded position. The re-instatement list shall take priority in filling vacant positions over the promotional list for a given class.

### **Section 23.20**

Provisional appointments shall be made in rank order from the affected eligibility list. Should there be no current eligibility list for a given classification, the Acting Battalion Chief on the affected shift or seniority within the next lower classification shall be used to select an employee for provisional appointment. If the continuity of the department is disrupted the Fire Chief may select the highest person on the eligibility list from that shift or the most senior person on the acting list with priority given to the last certified eligibility list.

## **MISCELLANEOUS SITUATIONS**

### **Section 23.21**

Appointments to Vacancies Resulting from Regular Employees on Indefinite Military Leave of Absence shall be considered as a permanent position and shall be filled in the manner provided in this Article.

### **Section 23.22**

Appointments to vacancies resulting from regular employees being granted Leave Without Pay for one year shall be considered as a permanent position and shall be filled in the manner provided in this Article.

## **VACANCIES IN CLASSIFIED POSITIONS**

### **Section 23.23**

Any permanent vacancy in a classified position shall be filled within six (6) months upon the official vacancy of said classified position. Classified positions included in this section are: shift Battalion Chief and Battalion Chief of Fire Prevention.

## **PROBATIONARY PERIOD**

### **Section 23.24**

No appointment shall be deemed complete until the expiration and satisfactory completion of a six (6) month probationary period. Appointments subject to the six (6) month probationary period are shift Battalion Chief and Battalion Chief of Fire Prevention. The probationary period shall commence on the date of appointment.

## **ARTICLE 24 – DISCIPLINARY PROCEDURES.**

### **Section 24.1**

Employees may be disciplined or discharged for just cause. Discipline shall normally be applied at progressive and escalating levels, except under exigent circumstances, to allow the employee proper notice of misconduct and an opportunity to improve performance. The level or degree of discipline imposed shall take into consideration the employee's prior record of service, length of service, severity of offense and proper documentation of prior disciplinary actions. Prior to imposing disciplinary action, an investigation may be conducted per City/Fire Department policy. The employee subject to the disciplinary action may be placed on administrative leave, i.e., temporary leave with pay, pending completion of the investigation.

### **Section 24.2**

Disciplinary action may include:

1. Verbal Warning;
2. Written Warning;
3. Suspension;
4. Demotion; and
5. Termination of employment.

### **Section 24.3**

Discipline shall be documented within the employee's personnel file and may include the following: written reprimand, and sanction that includes loss of pay or benefits, reduction of rank, and discharge.

### **Section 24.4**

Prior to the imposition of any discipline or discharge, the employee shall be provided a copy of the alleged violation. Additionally, the employee shall be provided with all relevant documents the Employer has in their possession. In addition, the Employer shall hold a pre-disciplinary hearing no sooner than ten (10) days and no longer than thirty (30) days from the time the employee was notified of the alleged violation. At this hearing the employee will be given an opportunity to present their side of the issue. The employee may waive their rights to the pre-disciplinary hearing.

**Section 24.5**

The employee shall be entitled to have Union representation present at any meeting held with the Employer to discuss potential disciplinary action against him. Should said employee decide not to use Union representation, the employee will be required to sign documentation to that effect.

**Section 24.6**

The Employer may place an employee on administrative leave with pay pending the final decision as to the appropriate discipline resulting from the pre-disciplinary hearing.

**Section 24.7**

The employee and the employee's Union representative, with the employee's authorization, shall have the right to inspect the full contents of his personnel file. No written reprimand or greater disciplinary document may be placed in the personnel file unless the employee has first been notified of said disciplinary document and has been given a copy of the document, with a copy to the Union. An employee who disagrees with the validity of any disciplinary document that is added to his file shall have the opportunity to challenge said document under the grievance procedure of this contract period. The employee shall be required to sign the written reprimand or other disciplinary action acknowledging that he has read the contents of the document.

**Section 24.8**

Upon written request of the employee, written reprimands will be removed from an employee's personnel file after three (3) years from the date said action was finalized provided that no further written reprimands have been issued within the three (3) year time period. If another written reprimand or any other disciplinary actions has been issued within the time period, the original written reprimand shall remain in the personnel file for an additional one (1) year from the latest reprimand.

**Section 24.9**

It is the Employer's sole determination as to whether or not an employee suspended without pay may be allowed to forfeit accrued vacation or compensatory time off in lieu of the suspension of pay.

**ARTICLE 25- PERSONNEL REDUCTION**

**Section 25.1**

If a reduction in force is to be affected, the City shall notify the Union of its intention at least thirty (30) days prior to the date of the reduction.

**Section 25.2**

Any reduction in force shall be handled in the following manner:

- A. Seniority shall prevail in the event of a reduction in force.
- B. In the event of a reduction in force of sworn (i.e. Fire Suppression) personnel, the employee with the least seniority shall be the first laid off.

- C. In the event that there are two (2) or more employees eligible for layoff within the department with the same seniority, the City shall determine the order of layoff based upon employee performance.
- D. Priority for re-employment shall be according to seniority. The last sworn employee laid off shall have the first opportunity to return to work in a sworn position vacancy.
- E. No new employees shall be hired until employees on layoff status have been given the opportunity to return to work, provided, however, the employee has the qualifications for the position vacant

### **Section 25.3**

**Demotions** - Demotions shall fall into four categories: voluntary, involuntary, disciplinary and probationary. A demotion of any employee who has not previously held a classified position with the Mount Vernon Fire Department and therefore has no reinstatement rights at a lower ranking position may result in termination of employment. Any demotion of an employee not having previously held a classified position shall in no case result in the termination or demotion of any other member of the bargaining unit.

#### **Subsection 25.3.1**

**Voluntary Demotion** - an employee may request a voluntary demotion in writing to the Fire Chief, or if designated the Assistant Chief. An employee receiving a voluntary demotion shall be returned to his previously held rank or grade. Voluntarily demoted personnel shall not retain reinstatement rights to the higher rank or position but shall have the option of retaining accrued time in grade for the time served in the higher-ranking position or having this accrued time added to time served at their previously held permanent rank. Should an employee elect to have time served at a higher rank added to his time in grade served at a lower rank, this time will not be applied to the higher-ranking position upon reappointment to that position. The employee must notify the Fire Chief in writing of his intention to retain accrued time in grade at the higher-ranking position or whether it is to be added to time accrued at his previous permanent rank.

#### **Subsection 25.3.2**

**Involuntary Demotion** - an employee receiving an involuntary demotion from a permanent position due to a reduction in force, elimination of a job category or similar occurrence, or due to an involuntary demotion of a higher ranked person shall retain ongoing reinstatement rights in the higher position based on the date of the demotion with the person last demoted being the first reinstated. The last demoted employee shall have the first opportunity for reinstatement. Involuntarily demoted personnel shall retain reinstatement rights to the higher rank or position and shall have the option of retaining accrued time in grade for the time served in the higher-ranking position or having this accrued time added to time served at their previously held permanent rank. Should an employee elect to have time served at a higher rank added to his time in grade served at a lower rank, this time will not be applied to the higher-ranking position upon reappointment to that position. The employee must notify the Fire Chief in writing of his intention to retain accrued time in grade at the higher-ranking position or whether it is to be added to time accrued at his previous permanent rank. An employee receiving an involuntary demotion from a provisional position shall not receive any

reinstatement rights to the position. An involuntarily demoted employee shall retain eligibility for any higher-ranking position for which they were eligible prior to their demotion.

**Subsection 25.3.3**

**Disciplinary Demotion** - an employee receiving a disciplinary demotion according to the terms of this contract, department rules and regulations, or Civil Service rules shall be returned to his previously held permanent rank. Personnel demoted for disciplinary reasons shall have the option of retaining accrued time in grade served in the higher-ranking position or having this time added to time served at their previously held permanent rank. Should an employee elect to have time served at a higher rank added to his time in grade served at a lower rank, this time will not be applied to their higher-ranking position upon reinstatement to that position. The employee must notify the Fire Chief in writing of his intention to retain accrued time in grade at the higher-ranking position or whether it is to be added to time accrued at his previous permanent rank.

**Subsection 25.3.4**

**Probationary** - involuntary demotions due to the failure to satisfactorily complete a probationary period shall be in accordance with appropriate Civil Service rules and the affected employee or employees shall be returned to their previous permanent rank or grade with no reinstatement rights and no accrual of time in grade at the higher position. Time served at the higher rank shall be credited to the employee's permanently held rank.

**ARTICLE 26- TERMINATION PAY AND METHOD OF COMPUTATION**

**Section 26.1**

Upon termination of employment, all regular full-time employees shall receive earned severance pay as follows:

**Subsection 26.1.1**

Accrued holidays – If an employee has used more holidays than he/she has accrued during the year, the City will reduce the vacation cash out by the appropriate number of hours.

**Subsection 26.1.2**

Accrued and unused vacation days up to three hundred and thirty-six (336) hours

An externally recruited employee will only be able to cash-out upon termination the amount of vacation he/she would have accrued per Article 18 based on his/her hire date.

**Subsection 26.1.3**

Overtime for which pay has been performed and pay authorized

**Subsection 26.1.4**

Accrued and unused compensatory time off

### **Subsection 26.1.5**

Sick Leave as outlined in Sections 26.3 & 26.4 of this article.

### **Section 26.2**

In accordance with terms of Article 23 of this Agreement, employees terminated because of financial limitations or constraints upon the City's budget shall be provided the opportunity not to receive accrued vacation, holidays, time off or other compensation for a period not to exceed three (3) months. When employees are terminated, the affected employee shall be advised by the City of their prospects for being rehired within the following three (3) and twelve (12) month periods. Should any employee who has opted to delay the termination compensation be rehired within three (3) months of termination, such vacation, holiday or other accruals as were earned at the date for which no compensation has been made shall be restored to the employee. Otherwise, upon expiration of the three (3) months absence without being rehired, or an earlier date if so requested in writing by the employee, full compensation for such accruals shall be made to the employee.

### **Section 26.3**

An employee who leaves City service in good standing after a minimum of ten (10) consecutive years of service shall be eligible for a cash-out of a portion of their sick leave bank. The cash-out shall be calculated as the employee's final hourly rate multiplied by twenty percent (20%) of their sick leave hour balance, up to 1440 hours, at the time of separation. LEOFF II employees will receive the cash-out into their MERP account on their final paycheck.

### **Section 26.4**

In the event of the death of an employee, the employee's estate shall be paid for 50% of the total accrued and unused sick leave hours at the employee's regular hourly wage in effect at the time of death. This benefit applies regardless of whether the employee is on duty or not at the time of death.

## **ARTICLE 27- GRIEVANCE PROCEDURE**

### **Section 27.1**

The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure.

### **Section 27.2**

For the purpose of this Agreement, a grievance is defined as only those disputes involving the interpretation, application or alleged violation of a provision of this Agreement or a dispute reasonably related thereto. Grievances shall be processed in accordance with the following procedures within the stated time limits.

### **Section 27.3**

It shall be understood that all grievances and responses generated by this grievance procedure shall be in writing. The grievance form shall include the following information:

**Subsection 27.3.1**

A statement of the grievance and the facts upon which it is based including the date of occurrence.

**Subsection 27.3.2**

The section of this contract to which the grievance reasonably relates.

**Subsection 27.3.3**

Remedial action requested.

**Section 27.4**

Time periods between grievance steps may be extended by written mutual agreement of both parties. Days for the purpose of this grievance procedure are defined as Monday through Friday, excluding Saturdays, Sundays, and holidays.

**STEP 1:** Within thirty (30) days of the alleged grievance, or knowledge of the alleged grievance, if the Union grievance committee determines that a grievance exists, the Union shall present the grievance in writing to the Fire Chief, or if designated the Assistant Chief, who will respond to the grievance in writing within 15 days of receiving the grievance.

**STEP 2:** If the grievance remains unresolved, the Union shall submit the grievance to the Mayor who shall attempt to resolve the grievance within fifteen (15) days of its submittal.

**STEP 3:** If the grievance remains unresolved as a result of step 2, the Union may, within thirty (30) days following the fifteen (15) day period of step 2 (above), submit the grievance to a Board or Arbitration consisting of three (3) persons. This board shall consist of a representative of the Union, a representative of the City, and a third member chosen by both parties. The Union and the City representatives must be appointed and meet to select the third member within ten (10) days following the Union's decision to submit the grievance to arbitration. The City and Union representatives shall have five (5) days to select the third member. If the parties cannot agree on a third member within this time period, both parties agree to petition the Public Employees Relations Commission for a neutral arbiter. Both parties agree that the Board shall meet to hear the grievance at the neutral arbiter's earliest convenience. The decision rendered by the Arbitration Board shall be final and binding on both parties. Each party hereto will pay the expenses of their respective representatives. The expenses of the third member of the arbitration board shall be shared equally by the parties hereto.

**Section 27.5**

The Union and the employer agree that the submission of a case to arbitration shall be based on the original written grievance. The arbitrator shall have no authority to alter, modify, vacate or amend any terms of this agreement or impair any common law right of the employer.

### **Section 27.6**

The prescribed time limitations are designed to resolve grievances in a timely manner. It is incumbent upon the party initiating the grievance to adhere to the time limitations prescribed in Steps 1 and 2 of the grievance procedure. Failure to submit a grievance in accordance with the limitations prescribed in Steps 1 and 2 of this grievance procedure shall constitute abandonment of the grievance.

### **Section 27.7**

In the event the grievance is not resolved in the prescribed time limits set forth, the grievance shall automatically proceed to the next step unless the time limits have been extended by written mutual agreement of both parties. The steps outlined in this grievance procedure are intended to provide for the resolution of grievance by line of responsibility. Failure to submit a grievance in accordance with the process prescribed shall constitute abandonment of the grievance.

## **ARTICLE 28 - HEALTH AND SAFETY MEASURES**

### **Section 28.1**

The Union and City agree to create and participate fully in a Health and Safety Committee in order to promote a safe work place and reduce work-related injuries and illness.

### **Section 28.2**

The Committee shall consist of no more than (6) six people, with two representatives appointed by the Union and a representative that is the Fire Chief, or Assistant Chief. The committee's jurisdiction shall cover all matters of safety to the members of the Fire Department. Decisions shall be made by a majority vote. Committee meetings shall be held at least quarterly or at other reasonable times as mutually agreed.

### **Section 28.3**

The committee shall propose safety and health standards for the Fire Department to achieve the safest workplace reasonably attainable under the conditions to which the employees are or will be exposed.

### **Section 28.4**

A Physical Fitness Program designed to maintain and improve the cardiovascular system, muscular flexibility, and coordination shall be developed by the Union and approved by the Fire Chief. Participation by all Union employees in this program shall be mandatory.

### **Section 28.5**

***Light Duty.*** In the event a member covered under this contract is temporarily disabled due to injury or illness and that member's physician releases him or her to light duty, every attempt to reasonably accommodate that release will be made. The member's physician will be required to present a statement as to the reasonable accommodations that may be needed and the probable duration of those limitations. Any limitations and job placement would be reviewed weekly by the Human Resources Department and Fire Administration. All placements would be considered temporary in nature with a goal of expediting the earlier return to work of the member. Light duty placements will be made only when they can be done without placing an undue burden of cost and/or manpower

movement on the City. Members assigned to light duty shall work a 40-hour work week or an alternate number of hours agreed to by the City and the employee in consultation with the employee's physician.

## **ARTICLE 29- POLICY AND PROCEDURES**

### **Section 29.1**

The Union agrees that its members shall comply with all Fire Department Policies and Procedures including those relating to conduct and work performance. The City agrees the department policies and procedures that affect wages, hours, working conditions and performance shall be subject to the Grievance Procedure and any change to such department policies and procedures, which change a mandatory subject of bargaining must be negotiated with the Union.

### **Section 29.2**

The employer and the Union shall appoint a standing committee of equal representation to update and review Fire Department Policies, Procedures and Standing Operating Guidelines. The goal of the committee is to produce reviewed documents to the Fire Chief by mutual consent. Committee reviewed documents will be submitted to the Fire Chief for final review and approval. The Fire Chief, or if designated the Assistant Chief, may make any changes in accordance with management rights Article 7 of this collective bargaining agreement. Approved documents by the Fire Chief will be forwarded out to all fire department employees for a read and review period of 30 days prior to implementation unless a significant safety hazard is present.

## **ARTICLE 30 - CLOTHING ALLOWANCE**

### **Section 30.1**

The City shall furnish, launder, and maintain all uniforms, protective clothing or protective devices required of employees in the performance of their duties. Laundering service shall be contracted with a local Mount Vernon business and shall provide pick-up and drop-off (at least two times a week) of employees' uniforms at each Fire Station. Should the employee be without uniforms prior to a scheduled shift, it is the responsibility of the employee to contact the laundry service provider for pick-up of necessary uniforms. Replacements will be made as necessary as determined by the Fire Chief or if designated the Assistant Fire Chief.

### **Section 30.2**

The City shall provide each employee covered by this agreement with the following complement of uniforms that comply with the uniform SOG and the current edition of NFPA 1975:

- 5 Pairs of Class B Nomex (7.5 oz) pants
- 5 Class B Nomex (4.5 oz) shirts
- 1 Duty jacket
- 1 Pair of duty boots
- 1 Pair of station shoes or boots (Administration and the Union will agree to station footwear).

- 6 Pairs of socks
- 1 Duty belt
- 2 Sweatshirts
- 5 T-shirts
- 1 Set of 2 badges, collar brass, and name tag
- 1 Knit hat
- 1 Ball cap

### **Section 30.3**

The employee will receive a uniform allowance of \$500 annually. The allowance will be prorated for mid-year hires. The City shall track the expenditures of each employee throughout the calendar year. The annual clothing allowance shall not be considered part of the employee's wages. In the event an employee exceeds the allotted clothing allowance, the City will recover the exceeded dollar value through automatic deduction after notifying the employee. Any additional costs to ensure an employee has proper uniform, footwear, etc, are the City's unless loss of uniform is due to the employee's negligence. The city agrees to comply with all RCW's and WAC's applicable and nothing contained in this article shall constitute a reduction in the City's obligations as outlined in the RCWs and / or WACs.

### **Section 30.4**

The City agrees to furnish Battalion Chief employees with a Class A uniform consisting of:

- 1 Class A dress coat (double-breasted, navy style) with appropriate rank and service markings and patches
- 1 Pair of black dress slacks
- 1 White dress shirt with insignia (department patch)
- 1 Pershing style hat with appropriate hat badge
- 1 Black tie
- 1 Black belt

The City also agrees to update (if necessary) on an annual basis, any rank and service markings applicable to the Class A coat.

### **Section 30.5**

The Union will be allowed, at no expense to the City, to wear the current IAFF Union symbol on the duty uniform. Acceptable type of symbol (patch, pin, other) and acceptable placement to be mutually determined by the City and the Union. Additionally, the Union will be allowed, at no expense to the City, to wear the current IAFF belt buckle on the duty uniform.

## **ARTICLE 31- TRAINING**

### **Section 31.1 – College Courses**

College courses requested by an employee for career enhancement, if approved, the City shall reimburse the employee for tuition, books & lab fees upon receipt of a report card with grade of "C" or higher for the class. Employee must provide cover for vacancy if attendance at class leaves the shift short. Employees may attend on-line courses during work hours so long as classes do not interfere with normal operations of the company. Hours spent in classes while off-duty are not considered work and are non-compensable. Reimbursement shall be limited to one (1) class per term as appropriate.

### **Section 31.2 – Optional Training**

#### **Subsection 31.2.1**

Optional training definition:

- A) Training that is requested by and attended at the employee's option and approved by the appropriate program manager.
- B) Schools, classes or conferences that pertain to the maintenance or improvement of knowledge or skills in firefighting, rescue, emergency medical care, hazardous materials, emergency management, supervision and leadership.

Optional training shall be compensated as follows:

#### **Subsection 31.2.2**

All compensable hours in excess of 212 hours per an employee's 27-day work cycle or 40 hours per 7-day work week shall be paid at 1 ½ times his or her normal hourly rate as pay only and shall not be available as compensatory time.

#### **Subsection 31.2.3**

At the option of the Fire Chief, or Assistant Chief, an employee's work schedule may be adjusted for the express purpose of reducing compensable training hours.

#### **Subsection 31.2.4**

Backfill, if needed, will be provided by the City.

#### **Subsection 31.2.5**

Overtime calculations based on exceeding 24 hours in a 72 hour period will not apply to optional training.

#### **Subsection 31.2.6**

Compensation shall be determined prior to the employee attending the training.

#### **Subsection 31.2.7**

For calculating compensable hours for optional training, actual hours worked in the affected 27-day work cycles shall be used. Actual hours worked include regular shift hours, travel time to and from training, and actual time spent in class.

### **Section 31.3 – Mandatory Training**

Mandatory training is defined as:

- A) Any class that is mandated by the Chief.
- B) Any class that is compulsory and the employee has no choice but to attend.
- C) Training that is required to maintain certifications:
  - EMT
  - Fire Investigation Including IFSAC Fire Investigator Continuing Education

### **Section 31.4**

Mandatory training will be compensated as follows:

#### **Subsection 31.4.1**

All compensable hours in excess of 24 hours in a 72 hour period shall be paid with compensatory time or pay at 1 ½ times his or her normal hourly rate at the option of the employee.

### **Section 31.5**

Travel time shall be compensated as follows:

For college courses and optional training there is no compensation for travel time. Employees shall always use a city vehicle for travel, if driving, unless there is no vehicle available. Employees may opt to drive personal vehicles at their own cost.

Travel costs (mileage, air/train fare, car rental) may be paid for by the City for Mandated training. If driving, time will be calculated using a common mapping program, and shall be compensated at 1.5 times hourly rate for the driver of the vehicle only if outside the employee's regularly scheduled work schedule. Travel time for Paramedics will be deducted from their 50 hours of CME overtime.

## **ARTICLE 32- ANNEXATION, CONSOLIDATION, MERGER, AMALGAMATION**

### **Section 32.1**

The City agrees that it will give advance notice and provide the opportunity for the Union to participate in talks of any annexation, consolidation, merger, amalgamation, contract for services or participation in a Regional Fire Authority when proposed. The terms of this article shall apply whether the talks are of governance, workload, or other.

## **ARTICLE 33 – DRIVER’S ABSTRACT CHECKS**

### **Section 33.1**

At the City’s expense, the City will implement a driver’s abstract check for all covered members. The check will be administered alphabetically with the goal of reaching one third of the work force each year and all employee’s driver’s abstract being pulled every three years. The City shall notify the employee when they are subject to having a driving’s abstract pulled.

## **ARTICLE 34 - SUCCESSORS AND ASSIGNS**

### **Section 34.1**

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

## **ARTICLE 35 – STRIKES**

### **Section 35.1**

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

## **ARTICLE 36 – SAVINGS CLAUSE**

### **Section 36.1**

If any provisions of this Agreement or the application of such provisions should be declared invalid by the 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.

## **ARTICLE 37 - DURATION OF AGREEMENT**

This agreement shall be in full force and effect from January 1, 2021 through, and including, December 31, 2024. This agreement may not be modified except by mutual consent of the Employer and the Union.

## **APPENDIX A - WAGES**

### **Section A.1 - Wage Schedule**

Shift Battalion Chief (37% above top step firefighter)  
2021 Base wage shall be increased by 3.25% to \$9,627.48 per month

Fire Prevention Battalion Chief (2% above Shift Battalion Chief)  
2021 Base wage shall be \$9,820.03 (includes premium).

Effective the first of the month following City Council approval of the CBA, the differential between the top step firefighter and Shift Battalion Chief will be increased to 39%.

The Fire Prevention Battalion Chief salary shall be 2% above the Shift Battalion Chief.

## **APPENDIX B – LONGEVITY, DEFERRED COMPENSATION AND MERP**

### **Section B.1**

All Fire Prevention and Suppression personnel of the Mount Vernon Fire Department shall be granted Longevity Pay in addition to the base salary set forth in Article 10. Longevity pay shall commence on the anniversary date of the employee's employment and be based on the top step firefighter base monthly rate of pay, according to the following schedule:

#### **Subsection B.1.1**

5 years of service:	.5%
10 years of service:	2%
15 years of service:	3%
20 years of service:	3.5%
25 years of service:	4%
30 years of service:	4.5%

### **Section B.2**

The City will match up to 4.0% of the employee's monthly base rate of pay into a deferred compensation account (employee's choice)

### **Section B.3**

The City will contribute \$50.00 per month to the WSCFF MERP program on behalf of each employee. These contributions shall be included as part of the salary for the purpose of calculating retirement benefits.

## **APPENDIX C - EDUCATION INCENTIVE**

Effective the first of the month following City Council approval of the CBA, the education incentive will be discontinued and the language will be removed from future CBAs.

## **APPENDIX D – KELLY DAY CRITERIA**

The City and Union agree to the following language for selecting Kelly days. Where it is the intent of the union and the City to not change Kelly days once they are jointly approved by the Union and the City; schedules may be adjusted for a period of time due to organizational needs if mutually agreed to by the Employee and the Employer (disability, military leave of absence, provisional assignments, etc.). No Kelly Days selected under the rules above will be considered approved until after the City and the Union meet to review the Kelly Day Selection.

1. Suppression Battalion Chiefs shall receive 15 Kelly Days per year. At least one Kelly Day must be taken in each 27-day cycle as set by the Fire Department Administration.
2. Only three employees may be off on Kelly days on any given day.
3. Battalion Chiefs and qualified acting BCs assigned to the same shift shall not select Kelly days on the same day.
4. All Kelly days shall be scheduled for the following year by December 15 of the preceding year. All shifts shall use the same Kelly day selection criteria. Kelly days shall be selected by all members of each shift at one time in a single session, using a "round-robin" format, with the senior person selecting 1 Kelly day first in any one of the 27-day cycles assigned to that person, followed by the next senior, and so on until all individual 27-day cycles have been assigned the appropriate number of Kelly days and the floating Kelly day has been chosen.
5. At no time shall Kelly days create an overtime expense to the City.
6. The completed Kelly day calendar shall be submitted to the Fire Chief or the appointed designee electronically upon completion, and reviewed by labor and management prior to Vacation and Holiday selection.
7. Kelly days shall be allowed on mandatory training days. If an employee chooses a Kelly day on a mandatory training day, it will be the responsibility of the employee to make up the training at no expense to the City.

No Kelly days selected under the rules above will be considered approved until after the Fire Chief or, if designated, the Assistant Fire Chief and the Union meet to review the Kelly day selection.

**APPENDIX E - CONSENT/RELEASE FOR ARTICLE II, DRUG POLICY**

I consent to the collection of a urine sample by \_\_\_\_\_ and its analysis by \_\_\_\_\_ for those drugs specified in the Collective Bargaining Agreement.

The laboratory administrating the tests will be allowed to release the results to the City of Mount Vernon only after the laboratory's results have been reviewed and interpreted by the Medical Review Physician. The information provided to the City shall be only whether the tests were confirmed positive or were negative and no other results of the test without my written consent.

The laboratory is not authorized to release the results of this test to any other person without my written consent.

I understand that I have the right to my complete test results and that the laboratory will preserve the sample for at least six (6) months. I have the right to have this sample split and a portion tested at the City's expense at a second laboratory of my choice in the event the test results are confirmed positive.

I understand that the City is requiring me to submit to this testing as a condition of my employment and that alteration of the sample or failure to reasonably cooperate with the collection of a urine sample may result in disciplinary action by the City.

I understand that a confirmed positive testy may result in a requirement that I undergo rehabilitation.

By signing this consent form, I am not waiving any of my rights under any federal, state, or local law, statute, constitution, ordinance, administrative rule or regulation or common law provision, I understand that I have the right to challenge any confirmed positive test result and any City action based thereon, by filing a grievance under the Collective Bargaining Agreement.

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**Employee Signature**                      **Date**

Signed this 7 day of July, 2022

  
\_\_\_\_\_  
Mayor, City of Mount Vernon

  
\_\_\_\_\_  
President, Local 1983  
International Association of Firefighters

  
\_\_\_\_\_  
City Clerk

Approved as to form:

  
\_\_\_\_\_  
City Attorney