COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF MOUNT VERNON

AND

LOCAL UNION NO. 1983

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

FIREFIGHTER CONTRACT

JANUARY 1, 2017 THROUGH DECEMBER 31, 2019

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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 firefighters' collective bargaining unit, which has been reached as the result of collective bargaining in accordance with R.C.W. 41.56, and shall be in effect for the period stated herein.

Section 1.2

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

ARTICLE 2 - RECOGNITION OF BARGAINING UNIT

Section 2.1

The City recognizes the Union as the exclusive collective bargaining representative for regular full-time fire-fighting personnel. Excluded: Fire Chief, Assistant Fire Chiefs, Battalion Chiefs, Fire Department Administrative Assistant, Department Secretary, Civilian Fire Prevention Specialist, and Civilian Deputy Fire Marshal.

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 shall be required to submit a service charge to the Union equal to the amount required for the administration of this document.

Section 3.3
Any employee who was previously represented by the union until he/she discontinued representation, either through promotion out of the ranks represented by the Union or through discontinued employment with the City, 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
Such employees who through the rights of non-association, based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member, shall pay an amount equivalent to regular Union dues and initiation fee to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay dues and initiation fee. The employee shall furnish written proof to the Union that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

Section 3.5
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 Firefighter, Firefighter/Paramedic, or Company Officer. 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, nor with respect to Union membership, because of race, color, religion, national origin, age or sex, except where age or sex is a bona fide occupational qualification. Any violation shall be construed as a breach of the agreement.

ARTICLE 5 - PAYROLL DEDUCTIONS

Section 5.1

The City agrees to deduct, semi-monthly, dues, fees, and assessments from the pay of each and all employees represented by the Union in an amount certified to be current by the Secretary-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 Secretary-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 his/her designee, 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. At no time will more than two employees be permitted time off with pay under the terms of this section to attend any of the above mentioned events. No more than (6) twenty-four hour shifts may be used as time off with pay; any Union member may be allowed to utilize the time off if an elected Union representative is unable to attend the function.

> **Subsection 6.2.1**
> Prior notification shall consist of:
> Notification to the Fire Chief, or his/her designee, 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.

Section 6.3
For the purpose of Sections 6.1 and 6.2, the Union agrees to forward to the City a list of the elected Union representatives and their terms.

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.

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 will be the responsibility of the Management group for 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's command group shall consist of the Fire chief, Assistant Chiefs, Battalion Chiefs, Company Officers and any others identified by Fire Department Management. It is further recognized that the sharing of tasks and responsibilities is beneficial and that the City fire command group will continue to operate in this manner. Those positions within the Fire Department's command group that are not identified as the 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 L1983 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 that 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 be developed and implemented jointly by the Union and the City that 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

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 of 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.

If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employees 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 employees 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 personnel of the Fire Department shall be one hundred ninety-two (192) hours per twenty-eight day cycle.

Section 12.2
The normal working hours 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-eight (28) day cycle. "Kelly days" created by this scheduling 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 all those employees assigned to work normal office hours shall not exceed forty (40) hours in a seven-day period. Normal office hours shall be scheduled by the Fire Chief or his designee, 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 his designee 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.

Any employee(s) assigned to a 40 hour/week position, in order to maintain emergency response skills, shall be encouraged and allowed to attend 24 hours, per quarter, of non-mandatory emergency response related training that is normally assigned to 24 hour shift personnel. This training should include hands-on and multi-company evolutions. The schedule for this training should be mutually developed with the employee and supervisor, and shall not conflict with previously scheduled activities. Approval of the schedule shall rest with the Supervisor. This training is intended to be scheduled as part of the 40-hour workweek; however, flex scheduling may be needed to accommodate the training. Normally the employee and supervisor will meet monthly to schedule training and priority activities.

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.

ARTICLE 13 - OVERTIME

Section 13.1 - Regular Overtime

For the purpose of calculating overtime for time worked in line suppression duties, overtime will be determined as either hours worked in excess of twenty-four (24) hours in a seventy-two (72) hour period or as hours worked in excess of an employee's twenty-eight day work cycle.

For those employees working twenty-four (24) hour shifts, the work cycle consists of eight (8) twenty-four (24) hour shifts per twenty-eight (28) days. The normal hourly rate of pay for those employees working the one-hundred ninety-two (192) hours per twenty-eight (28) day cycle shall be computed by dividing the individual employee's monthly salary, plus longevity pay, by 208.64 hours (192 * 13.04 divided by 12 = 208.64).

For the purpose of calculating overtime for employees working a forty (40) hour week the work cycle will consist of forty (40) hours per seven (7) day work period. The normal hourly rate of pay for those employees working the forty (40) hour week shall be computed by dividing the individual employee's annual salary, plus longevity pay, by 2080 hours.

Compensation for overtime shall be paid at the rate of time and one half (1 1/2 times) the employees regular rate of pay, computed to the nearest fifteen minutes.

Section 13.2 - Call-Back

Any employee who elects to accept a call back to fill a twenty-four (24) hour shift vacancy or partial twenty-four (24) hour shift vacancy shall be paid at one and one half times the normal hourly rate.

Section 13.3 – Automatic Backfilling

Automatic fire station backfilling shall occur on multiple station responses or Automatic Fire Alarms (AFA's). Fire station backfilling may also occur at the discretion of any commissioned officer or acting officer when units are out of service causing a significant gap in response capability.

When a station is backfilled, employees who elect to respond, and who are assigned and perform work at the direction of the Employer at the incident scene or station, within twenty minutes of the time of call, shall be compensated at their overtime rate in one hour increments for the first hour and one half hour increments thereafter. Employees returning to extended call-back for special requests (disaster relief) will be paid from the time they arrive at the station.

Employees on scheduled paid leave that respond to an emergency callback including BC-ordered backfill and any dispatched structure fire will receive overtime pay (1.5) in accordance with Section 13.3 in the CBA. Employees will also receive their scheduled paid leave (vacation, holiday or compensatory time).

Employees on scheduled paid leave (vacation, holiday, or compensatory time) that respond to automatic fire alarms and motor vehicle accidents will receive half pay (.5) in addition to their scheduled paid leave (vacation, holiday or compensatory time).

Employees that respond to an automatic backfill within 1 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 schedule shift begins.

Section 13.4 - Policy

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

Section 13.5 - Hold Over After Normal Duty Shift

When an employee 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 1/2) 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 13.6 – Overtime Work Assignments

In the event the Chief or his designee determines that additional or qualified personnel are not available on shift, the additional qualified personnel shall be selected using subsections 13.6.1 through 13.6.5.

Subsection 13.6.1

Two sets of overtime lists shall be maintained: one set to be used for vacancies of duration of twelve (12) hours or less, and one for vacancies of duration of greater than twelve (12) hours. In the event the actual amount of overtime required is significantly different from the anticipated amount of overtime needed, the lists will not be revised but will stand as set per the original assumed duration of the vacancy.

Subsection 13.6.2

In the event a Company Officer causes the need for overtime, the Chief or his designee will first attempt to fill the vacancy from the Company Officers. In the event a Company Officer is not available, the Chief or his designee will verify if a firefighter or firefighter/paramedic on shift is eligible to act in capacity; if so, the overtime shall be offered to a firefighter or firefighter/paramedic. If there are no firefighters or firefighter/paramedics on shift eligible to act in capacity, the Chief or his designee will attempt to fill the vacancy from the firefighters or firefighter/paramedics qualified to act as officers.

Subsection 13.6.3

In the event an acting officer causes the need for overtime, the Chief or his designee will verify if a firefighter or firefighter/paramedic on shift is eligible to act in capacity; if so, the overtime shall be offered to a firefighter or firefighter/paramedic. If there are no firefighters or firefighter/paramedics on shift eligible to act in capacity, the Chief or his designee will attempt to fill the vacancy from the firefighters or firefighter/paramedics qualified to act as officers. If firefighters or firefighter/paramedics qualified to act as officers are not available, then the overtime shall be offered to Company Officers.

Subsection 13.6.4

In the event a firefighter causes the need for overtime, the Chief or his designee will attempt to fill the vacancy from within the firefighter or firefighter/paramedic rank. If there are no

firefighters or firefighter/paramedics available, the Chief or his designee will attempt to fill the vacancy from within the Company Officers.

Subsection 13.6.5
In the event a Battalion Chief or Acting Battalion Chief causes the need for overtime, the Chief or his designee will first verify if a qualified Company Officer is available on shift; if so, the qualified Company Officer shall act in capacity and the overtime will then be offered to the Company Officers . In the event a commissioned officer is not available for overtime, the Chief or his designee will verify if a firefighter on shift is eligible to act in capacity; if so, the overtime shall be offered within the firefighter rank. If there are no firefighters on shift eligible to act in capacity, the Chief or his designee will attempt to fill the vacancy from firefighters qualified to act as officers. Should no qualified Company Officer be working on the affected shift, the shortage shall be filled from the appropriate Combined Overtime list. The Combined Overtime list shall consist of: The Battalion Chiefs, Company Officers that are qualified to act as Battalion Chief.

Subsection 13.6.6
If the Chief or his designee is not able to fill the necessary position(s) because of the unavailability of personnel, the Chief or his designee shall have the right to assign or mandate any personnel to the appropriate position(s). The rate of pay will be according to Section 13.1 of this article and the employee shall be entitled to work a minimum of four hours.

Section 13.7 – Emergency Relief
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 his designee may select the first person on the appropriate overtime list who would be 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 with a minimum of four hours compensated at time and one half.

Section 13.8 – Emergency Mobilization
Emergency Mobilization- All Emergency Mobilization is at the discretion of the employer. Any employee working during an emergency mobilization 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, 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.

ARTICLE 14 – PEAK ACTIVITY UNIT

Section 14.1
A peak activity unit (PAU) is a unit staffed by members of Local 1983 for a specific time period where increased workload is anticipated. Examples of increased workloads include, but are not limited to: mandatory training or other events as determined by the Chief or by his designee. The need for a PAU shall be determined by the Fire Chief or his designee.

A PAU may be activated as an engine company, a rescue company, a ladder company, an ambulance crew, etc. If the PAU is an ambulance, then it will be staffed with a minimum of 2 personnel. One of the positions shall first be filled by a Company Officer; if a Company Officer does not elect to accept the overtime, a firefighter or firefighter/paramedic qualified to work out of class may elect to accept the overtime and be paid as an Acting Officer. The other position on the ambulance shall be filled by a firefighter or firefighter/paramedic. If the PAU is an engine, rescue or a ladder company, then it would be staffed with a minimum of 2 personnel. One of the positions shall be filled by a Company Officer or a firefighter or firefighter/paramedic qualified to work out of class, one of the positions shall be filled by a firefighter or firefighter/paramedic, and the third position (if needed) may be filled by either a commissioned officer, firefighter or firefighter/paramedic.

Section 14.2
The PAU shall be allotted 720 hours each calendar year.

Section 14.3
PAU hours are non-mandatory and if unused by the end of the year, shall be forfeited.

Section 14.4
PAU hours will be filled according to Article 13 (one overtime list).

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 his/her designee in accordance with established department procedures. Shift trades between classifications will be allowed provided there is a minimum of one commissioned officer and a maximum of four commissioned officers (to include the Battalion chief) scheduled on the affected shift. Shift exchanges shall not result in any additional cost to the City and 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.

Section 15.2

Employees fulfilling an obligation on a State Mobilization who are scheduled to work a shift exchange are (for the shift exchange period) considered to be "on duty" while participating in the mobilization. The employee will not be responsible for the coverage nor bear the cost of filling the vacancy incurred by his/her absence.

ARTICLE 16 - WORKING OUT OF CLASS

Section 16.1
When a commissioned Company Officer, is off duty for any part of a shift for any reason, an employee shall assume the responsibilities of that Company Officer. The Fire Chief or his designee shall fill the position(s) by assigning a Firefighter(s) or Firefighter/Paramedic(s) from the affected shift as Acting Company Officer(s), as long as there are a sufficient number of personnel on the affected shift to fill the Company Officer vacancy without causing overtime. If the officer vacancy created causes a shortage of personnel (overtime needed), the vacancy shall be filled according to Article 13, Section 13.6.

Section 16.2
In the event an employee is assigned the duties of Acting Company Officer, such employee shall be selected and appointed by the Fire Chief or his designee with preference in numerical rank order given to Firefighters working on the affected shift who are ranked on the most recent Civil Service promotional list for Company Officer.

Should no ranked Firefighter be working on the affected shift, the senior Firefighter on shift who meets the following conditions shall be assigned as Acting Company Officer: Three years of service with the Mount Vernon Fire Department and successful completion of a fire officer course meeting the requirements of NFPA Fire Officer 1 and/or equivalent. The Fire Department shall provide Fire Officer 1 training either in-house or through approved training at another specified location, such as the Fire Department/District or State Community College each year of this contract, and shall allow individuals to attend this training by providing for shift coverage as needed. Should no qualified individual be working on the affected shift (even with a sufficient number of personnel), the positions shall be filled from the overtime list according to Article 13, Section 13.6.

Any Firefighter working as Acting Company Officer shall be compensated at the Company Officer rate of pay for the duration of such temporary appointment.

Section 16.3
Positions assigned to a forty (40) hour week shall be entitled to earn out of class pay of the next higher classified position beginning with their supervisor's absence, providing the following conditions:

Supervisor is absent from office for more than forty (40) consecutive hours and employee is assigned tasks normally conducted by the supervisor. These tasks include but are not limited to: attending meetings in supervisor's place, project contact information normally completed by supervisor, correspondence normally completed by supervisor, and any other task not typical to the bargaining unit day shift position.

Section 16.4
Employees are not required to work out of class. Therefore employees that are eligible to work in a higher ranked position will have the option to sign a waiver each October and their name will be removed from the out-of-class list and overtime lists for higher ranked positions. Employees that sign the waiver will not be eligible for any out of class assignments the following year. Each October employees will be required to sign a new waiver if they choose to not be on the list the following year.

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.	Independence Day	4th of July
6.	Labor Day	1st Monday in September
7.	Veteran's Day	11th day of November
8.	Thanksgiving Day	4th Thursday in November
9.	Day after Thanksgiving	Day immediately following
10.	Christmas Day	25th day of December
11.	Floating Holiday	

Section 17.2
Employees working the one- hundred ninety two (192) hour per twenty-eight (28) day work cycle shall receive six (6) twenty-four (24) hour shifts off in lieu of the eleven (11) holidays set forth in Section 17.1 of this Article. These six (6) twenty-four (24) hour shifts or 120 hours will be accrued at a rate of 10 hours per month.

Section 17.3
An employee working a forty (40) hour per seven (7) day work period shall be granted the ability to choose if he/she will work or not on the holidays set forth in Section 17.1 of this article.

An employee working a forty (40) hour per seven (7) day work period shall receive eight (8) hours in lieu of each of the eleven (11) holidays as set forth in Section 17.1 of this Article.

Section 17.4
Scheduling of work shifts off in lieu of holidays must be approved in advance by the Fire Chief or his designee. Shifts off in lieu of holidays 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 four holidays at their hourly rate of pay. Employees will receive the pay for selling back their holiday (s) on their December 20th 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
Probationary employees will receive Holiday hours on a prorated basis, they will be allowed to either use or sell back those hours by the end of the calendar year in which they are hired.

ARTICLE 18 – VACATIONS

Section 18.1
Vacation with pay shall be granted to permanent, full time employees working the one-hundred ninety two (192) hour per twenty-eight (28) day work cycle in accordance with the following schedule:

Length of Service
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..... 6.67 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..... 13.33 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..... 21.33 Hours per month (256 hours/year)

Section 18.3
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:

- 2017: Employees will be able to carry over and cash out up to 588 hours
- 2018: Employees will be able to carry over and cash out up to 504 hours
- 2019: 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 No vacation credit shall be granted during the probationary period unless permanent appointment is received; in that event, vacation may be granted for those months served in a probationary status.

Section 18.4
The time which employees shall take their vacation shall be determined by the Fire Chief or his designee with particular regard for the needs of the Fire Department.

Section 18.5
In the event that an employee assigned to work the one hundred ninety two (192) hour per twenty-eight (28) day work cycle 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. Should an employee have used no accrued vacation time during the current calendar year, the employee shall receive all vacation time due as described in Sections 18.1 and 18.2 of this Article.

Section 18.6
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.

ARTICLE 19 - SICK LEAVE AND OTHER LEAVE

Section 19.1
Cumulative sick leave with pay shall accrue to each employee at the rate of twelve (12) hours for each month of service, and shall accumulate while on sick leave or vacation. Total accumulation shall not exceed 1584 hours. 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
New employees shall be given a bank of sick leave in the amount of three (3) twenty-four (24) hour shifts. This starting bank is in addition to the yearly accrual described in Section 19.1 and will not be reduced or diminished by such accrual.

Section 19.3
Sick leave shall be granted for the following reasons:

A. Personal illness or physical incapacity which renders the employee unable to perform the duties of his/her position, exclusive of self-inflicted physical incapacity.

B. Enforced quarantine in accordance with health regulations.

C. Care for an immediate family member suffering from an illness or incapacity. Immediate family shall be defined as any person living with or legally dependent on the employee.

Section 19.4
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 prorated basis in such case until exhausted.

Section 19.5
When L.E.O.F.F. 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 19.6
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). Such requirement shall not be applied without reasonable cause.

Section 19.7
If the employee is taken ill, has an accident, or family death occurs while on vacation, such time may 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 19.8
FAMILY MEDICAL LEAVE
Refer to the City Handbook (Chapter 9.4) for Family Medical Leave benefits.

Section 19.9
WASHINGTON PARENTAL LEAVE
Washington Parental Leave is not in effect while the Federal Family Medical Leave Act is in force and provides the same or more family leave. Except as follows:

A. An employee has the right to be returned to a workplace within twenty miles of the employee's workplace when leave commenced.

B. The Washington Parental leave shall be in addition to any leave for sickness or temporary disability because of pregnancy or childbirth.

1) Upon receipt of a release to work from a maternity disability, an employee will be eligible for Washington Parental Leave.
2) Parental leave is available to all full-time employees for a period up to twelve workweeks of unpaid parental leave during any twenty-four month period.
3) An employee using Parental Leave may use up to 120 hours of sick leave and thereafter will be required to use vacation and/or comp time leave, to be specified by the employee.
4) FMLA may run concurrently with Maternity Disability Leave and/or Washington Parental Leave.

Section 19.10
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 1st through September 30th). 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 19.10.1
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 19.11
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 19.12
OTHER LEAVE
In addition to other provisions for paid leave, the mayor may, in his 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 19.13
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 shall follow the rules for use of vacation and holiday time.

Section 19.14
SICK LEAVE CASH-OUT AT SEPARATION OF SERVICE
An employee who leaves City Service in good standing after a minimum of ten (10) consecutive years' 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 I employees will receive the cash-out in form of payment on their final check. LEOFF II employees will receive the cash-out into their MERP account on their final paycheck.

Section 19.14.1
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 20 - FUNERAL LEAVE

Section 20.1

It is hereby mutually agreed that in the event of a death of an immediate family member 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 of the 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.

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.

Subsection 20.1.4

All funeral leave shall be by notification and arrangement between the employee and the Fire Chief or his designee.

ARTICLE 21 - HEALTH AND WELFARE

Section 21.1 The City shall provide an insurance program for employees and their eligible spouse and dependents, which includes medical, prescription drug, dental, vision, and an employee assistance plan (EAP) benefit. This insurance program includes:

1. **Medical Insurance.** Employees may choose the Premera High Deductible Health Plan or– Premera $10 Co-pay Medical Plan.2.
2. **Dental Insurance.** Dental insurance is provided through the AWC Washington Dental Service Plan E with the AWC Orthodontia IV Writer or Willamette Dental Insurance
3. **Vision Insurance.** Vision insurance is provided through the AWC Vision Service Plan ($0 deductible).
4. **EAP Benefit.** The Employee Assistance Program is provided through AWC and Premera.

Section 21.2
The City shall pay 100% of the monthly premium costs of the benefits specified in the previous section for the employee and 90% of the monthly premium costs for the employee's eligible spouse and dependents if the employee is enrolled in the Premera High Deductible Health Plan.

The City shall pay 86% of the monthly premium costs of the benefits specified in the previous section for the employee and 86% of the monthly premium costs for the employee's eligible spouse and dependents if the employee is enrolled in either the Premera $10 Copay Plan.

Section 21.3
The City shall provide a $20,000 life insurance policy to each eligible employee and be paid for by the employer.

Section 21.4
The City shall provide for LEOFF II employees enrolled in the Union's selected supplemental disability/ life insurance program an optional 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. Participation in this payroll deduction program shall be at the option of the employee. Specific annual enrollment periods may be established by the City at its option.

Section 21.5
The City and Union agree to open article 21 July 1, 2017 to negotiate changes and impacts for healthcare, dental and vision insurance coverage to include the LEOFF Health and Welfare Trust.

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:

A. 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.

B. 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 of Captain and Battalion Chief.

Section 23.1
For the promotional positions of Captain, and Battalion Chief, it shall be understood that until a position is funded or is reasonably expected to be funded this article shall not apply, the City shall certify three (3) 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. The promotional positions of Captain, and Battalion Chief shall come from within the Mount Vernon Fire Department whenever possible. If at least two eligible candidates from within the Mount Vernon Fire Department do not apply for the posted position, the City may then advertise and invite qualified applicants from the outside to test for the posted position.

Section 23.2
The City shall establish and maintain current promotional eligibility lists for, Captain, and Battalion Chief. Such eligibility lists shall rank individuals qualified for certification to the Mayor based upon the results of examinations and any applicable service or veterans' preference credits, as provided in Sections 23.22 and 23.23.

Section 23.3
The City shall hold additional examinations for the purpose of updating and keeping current the promotional lists for Captain, and Battalion Chief if upon requisition by the Mayor for an employee the City is unable to certify two (2) eligible candidates to the Mayor in accordance with Section 23.1.

Eligibility Lists – Definition and Removal From

Section 23.4
There shall be two types of promotional eligibility lists.

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, Section 26.3. 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.

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 23.5

All promotional eligibility lists, and the eligibility of all persons appearing on such list shall continue in full force and effect for not less than one (1) year, but no longer than two (2) years, unless otherwise exhausted or terminated sooner. Any eligibility list that has been in effect more than one (1) year may be abolished and a new examination held whenever in the judgment of the City the interest of the classified service makes such course desirable.

Section 23.6

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:

23.6(a) A written request from the eligible candidate that his/her name be removed.

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

23.6(c) Declination of an appointment.

23.6(d) 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.

23.6(e) The non-availability of an eligible candidate or employment or appointment.

23.6(f) 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.

23.6(g) 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.

23.6(h) 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.

23.6(i) 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.

23.6(j) 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.

23.6(k) 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.

23.6(l) 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.

23.6(m) 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.

23.6(n): When a candidate has not been appointed from an existing list and the duration of the list has expired.

Section 23.7
Whenever a candidate is removed from an eligibility list, for any of the reasons outlined in Section 23.6, they shall be notified, in writing, by certified mail or in person, as to the reason for removal from the list.

Section 23.8
Appeal of removal of a candidate from a promotional list shall be made under Article 28.

Notice of Examination – Applications

Section 23.9
A general notice of examination for the positions of Captain, and 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 posting on the bulletin boards at all fire stations, via e-mail, and via a letter delivered to each eligible candidate's residence.

Section 23.10
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 Captain or Battalion Chief: Background investigation and psychological examination.

Section 23.11
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:

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

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

23.11(c) 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 23.12
Whenever a candidate is rejected for a promotional examination for any of the reasons set forth in Section 23.11, they shall be notified, in writing, by certified mail or in person, as to the reason for removal from the list.

Section 23.13
Appeal of rejection of a candidate from a promotional examination shall be made under Article 28.

Section 23.14
The following minimum service requirement shall be in place:

23.14(b) Captain:

1. Minimum of five (5) years' service as a full-time paid structural firefighter in a municipal fire department, fire district, or federal military installation and 3 years full time employment with the City of Mount Vernon, or Four (4) years as a full-time paid structural firefighter for the City of Mount Vernon Fire Department and a bachelor's degree.
2. Must be certified as a Fire Officer 2 (IFSAC) or equivalent within 1 year of promotion. Must have completed time in grade or educational requirement within 90 days of application date.
3. Possess a valid Washington State driver's license and a driving record acceptable to the City's insurance carrier. Must successfully complete the employer's driving program.
4. Must meet medical and physical agility standards and all Civil Service requirements.
5. Must be Blue card certified within 6 months of promotion.

23.14(c) Battalion Chief: Minimum of seven (7) years' service as full-time paid structural firefighter in a municipal fire department, fire district, or federal military installation with a minimum of three (3) years as a Captain or a position of equivalent or higher authority, and 90 credits or an AA. Must be certified as a Fire Officer 2 (IFSAC) or equivalent.

23.14(d) Fire Prevention Battalion Chief: Minimum of seven (7) years' service as a full- time paid structural firefighter in a municipal fire department, fire district, or federal military installation with a minimum of three (3) years as a Captain or a position of equivalent or higher authority, and 90 credits or an AA/AS. An AA/AS or BA/BS degree in Fire Protection, Fire

Prevention, or related degree is preferred. Must be certified as a Fire Officer II (IFSAC) or equivalent.

International Code Council – Inspector I and Inspector II certifications within 120 calendar days of appointment.

International Code Council – Plan reviewer certification within 12 months of appointment.

National Fire Academy plan review certification in Fire Sprinkler Systems and Fire Alarm Systems or equivalent certification within 24 months of appointment.

IFSAC Certified Fire Investigator within 16 months.

The Department shall provide for and fully support the training classes for the above certifications including out of state travel, provided, out of state travel is necessary and approved by City Council.

23.14(e) All applicants must meet the minimum service requirements by the closing date and time for the posted position.

23.14(f) The certification required shall be IFSAC (International Fire Service Accreditation Congress) as administered by the Washington State Patrol.

Training or Accreditation equivalency shall be based on the applicable NFPA standard at the time the training was received.

Should the State of Washington not have IFSAC certification available or in place, the training requirements shall still be in force.

The training for both Fire Officer I and Fire Officer II shall be made available once each calendar year. This may be accomplished by either hosting the courses in-house or through approved training at another specified location, such as a Fire Department/District or State Community College.

This training shall also include any required pre-requisite training (such as Firefighter 1 and Firefighter 2). Fire Officer Certification training is not a job requirement for firefighters. Notwithstanding, the City sees the value in professional development programs. As such, the Fire Department will make this training reasonably available, and within the constraints of the approved budget shall pay course tuition and fees towards NFPA Fire Officer 1 and Fire Officer 2 certification courses. The City shall not be liable for payment of overtime for firefighters attending these courses.

Personnel desiring to attend Fire Officer Certification courses should meet with the Training Officer to outline a course of study. The intent of this meeting is to determine courses that may be available locally or regionally that will maximize our training resources as well as provide quality courses.

Examinations and Service Credit and Veterans Preference

Section 23.15
All promotional appointments in the fire service shall be made solely on merit, efficiency and fitness, which shall be ascertained by competitive examinations and impartial investigations as set forth in this article.

Section 23.16
All promotional examinations and tests shall be prepared by the Chief Examiner under the direction of the City to insure that all aspects of the examination and tests are competitive, impartial, practical in their character, and have paramount regard to those matters such as skill, knowledge, abilities, and fairly test the relative capacity and fitness of the individual for a particular position. A representative of the collective bargaining unit shall work with the Chief Examiner throughout the application and testing process.

Section 23.17
The particular form of any competitive promotional examination shall be left to the discretion of the City. Promotional examinations may include a written examination, and an assessment center. An oral interview may be included as a part of an assessment center.

The Chief Examiner shall make and preserve a record, which shows the rating standard, and formula used, and shall preserve individual test records of candidates for a minimum of two (2) years.

> **23.17(a)** Written examination: Any qualified applicant for a civil service position shall be permitted to sit for the written examination when he or she presents himself/herself to the examining location at the correct date and time specified in the examination notice.
>
> **23.17(b)** Assessment Center: Assessment centers used as part of the examination process may be prepared and administered by a consultant or by a departmental representative approved by the City and the Union.

Section 23.18
The identity of all persons taking a competitive written test shall be concealed from the examiners by the use of an identification number which shall be used on all examination papers. This number shall be used from the beginning of the examination until the papers have all been rated. Any papers carrying the name of the applicant, or any other identifying mark, or any applicant who reveals his/her identification number to the City or any member of its staff, directly or indirectly, shall be disqualified and the applicant so notified in writing immediately.

Section 23.19
Any applicant shall have the right to personally inspect their examination papers within fourteen (14) calendar days after the examination. Such personal inspections shall be made in the presence of the City or their authorized designee. An error in grading or rating, if called to the attention of the City within the inspection period, shall be corrected immediately. Corrections shall not invalidate an appointment previously made, except that in the case of a promotional candidate, any error discovered within the fourteen (14) calendar day period shall be corrected and any promotions made on the basis of the error shall be adjusted accordingly.

Section 23.20
Any appeals of the testing process shall be made in accordance with Article 28.

Section 23.21
The scoring total for all parts of an examination shall be set at 300 points. The City may determine the minimum grade for the overall examination, and for the following individual parts of the examination (if used): the written test, and the tactical/IMS section of an assessment center. Any candidate who fails to attain at least this minimum grade shall be considered to have failed the examination and shall not be examined on any further parts, if they are planned. Appropriate objective techniques and procedures shall be used in rating the results of the various parts of the examination's process, and in determining the relative ratings of the competitors. A candidate's final score shall be expressed as number of points earned out of a possible 300. Such score shall be referred to as the raw earned examination score.

Section 23.22
Regular employees in the classified service who receive a passing grade on a promotional examination shall have a credit for continuous service added to such grade. Such service credit shall be computed by adding to the raw earned examination score (1) one point for each full year of continuous service as a regular employee in the classified service, up to a maximum of twenty (20) years.

Section 23.23
Pursuant to RCW 41.04.010, every veteran who legally qualifies for, takes and passes an entry level or promotional (23.23c only) examination shall be entitled to scoring criteria status only as hereinafter provided, by adding the prescribed percentages to his/her total earned cumulative examination score in accordance with the following:

23.23(a) Ten percent (10%) to a veteran who served during a period of war or in an armed conflict as defined in RCW 41.04.005 and does not receive military retirement. The percentage shall be added to the passing mark, grade, or rating of competitive examinations until the veteran's first appointment. The percentage shall not be utilized in promotional examinations.

23.23(b) Five percent (5%) to a veteran who did not serve during a period of war or in an armed conflict as defined in RCW 41.04.005 or is receiving military retirement. The percentage shall be added to the passing mark, grade, or rating of competitive examinations until the veteran's first appointment. The percentage shall not be utilized in promotional examinations.

23.23(c) Five percent (5%) to a veteran who was called to active military service for one or more years from employment with the State or any of its' political subdivisions or municipal corporations. The percentage shall be added to the first promotional examination only.

23.23(d) There shall be no scoring criteria status other than those which have been specifically provided for above and the scoring criteria status above specified in (a), (b) and (c) must be claimed by a veteran within fifteen (15) years of the date of the veteran's release from active service. The fifteen (15) year period may be extended for valid and extenuating reasons, which include, but are not limited to:

23.23(d)1 Documented medical reasons and beyond the control of the veteran.

23.23(d)2 Any Veteran's Administration documented disabled veteran.

23.23(d)3 Any veteran who loses his/her job, without being a fault, and whose livelihood is adversely affected may seek scoring criteria employment consideration.

23.23(e) This credit shall be given only on any applicant's first competitive examination given by the City of Mount Vernon in which the applicant receives a passing earned examination score prior to the credit being added; however, the applicant's first competitive examination shall not be construed to be the first examination for which the credit for veterans preference is requested, since the applicant is responsible for claiming the preference, and if he/she fails to do so, he/she shall have waived the credit to which he/she would have otherwise been entitled.

Section 23.24
The total earned cumulative examination score plus any applicable credit shall be referred to as the applicant's final examination score. If no credit is applicable, an applicant's earned examination score will also be his/her final examination score. It is this final examination score which shall be used in determining the order in which the names of applicants appear on the eligibility list from a competitive examination.

Section 23.25
Each applicant taking a promotional examination shall be given written notice of their results and ranking. Written notice shall include points earned on each individual section of the examination as well as the amount of service credit points the individual has earned. The final examination score shall also be given. It is this final examination score that shall be used in determining the order in which names of applicants appear on the eligibility list. Applicants shall receive this notice within five (5) calendar days of the completion of the examination.

Establishing and Certifying Eligibility Lists

Section 23.26
Upon establishing the final examination score of each applicant, the Chief Examiner shall prepare a proposed eligibility list, ranking the candidates according to their final score. Ties in final score shall be resolved by priority in time of filing applications. The Chief examiner shall forward the proposed eligibility list to the City for certification within 3 working days following the end of the fourteen-day period specified in Section 19.

Section 23.27
After receiving the proposed list from the Chief Examiner, the City shall take action to either approve or reject the proposed list. If the list is approved the list shall become known as a promotional eligibility list for the specified class. The City shall meet within seven (7) working days of receipt of the list to take action.

Provisional Appointment

Section 23.28
The City may authorize the Mayor to temporarily fill a vacancy in a permanent position by provisional appointment when there occurs a vacancy in a permanent position in a class for which appropriate eligibility lists are not then available, and pending the results of a competitive examination and creation of an eligibility list from which a permanent appointment can be made; Provided, that the City makes a finding that such provisional appointment is necessary to the effective operation of the department involved.

Section 23.29
Provisional appointments shall be terminated at such time as permanent appointment 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 23.30
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 23.31
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 23.40 of this Article in case of such appointment to a permanent position.

Section 23.32
A provisional appointee shall not acquire any Civil Service 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 23.33
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 23.34
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 23.35
Provisional appointments shall be made in rank order from the affected eligibility list. Should there be no current eligibility list for a given classification, seniority within the next lower classification shall be used to select an employee for provisional appointment.

Miscellaneous Situations

Section 23.36
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 23.37
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.

Section 23.38
Any paramedic hired after March 31, 2017, may choose to continue to serve as a paramedic but will no longer receive a premium to their base rate of pay and will not be eligible for the 50 hours of overtime concerning continuing education after being commissioned as a Captain. These individuals will not be expected to maintain nor act as a paramedic if they so choose. At no time will a commissioned Battalion Chief receive the paramedic premium or be expected to perform paramedic duties.

Vacancies in Classified Positions

Section 23.39
Any permanent vacancy in a classified position shall be filled within one hundred twenty days (120) upon the official vacancy of said classified position. Classified positions included in this section are:, Captain, and Battalion Chief, for the position of Firefighter or Firefighter/ Paramedic, the process for establishing a list will be started within sixty (60) days of a vacancy being created either due to termination, resignation, or the creation of a newly funded position.

Lateral Firefighter/Paramedics

Section 23.40
The City reserves the right to hire lateral transfers when hiring firefighters and firefighter/paramedics.

23.40(a) Date of hire with the City will determine seniority and all accrual levels, i.e. vacation, sick, longevity pay, etc.

23.40(b) Lateral transfers will be hired at the second-class firefighter or firefighter/paramedic pay scale and may be promoted to first-class firefighter after successfully completing their one-year probationary period. Lateral transfers will not be eligible for promotional testing for four (4) years from date of hire.

23.40(c) Lateral employees will be given a sick leave bank equivalent of a 2nd grade firefighter/Paramedic consisting of 216 hours. Monthly accruals will follow section 23.39(A)

23.40(d) Lateral employees will be given five vacation days upon hire. These vacation day's may be carried over to the following year or cashed out a 100% of the value at the end of their probation period/anniversary date of hire.

23.40(e) Lateral employees will not be given seniority, longevity, or any additional holidays.

23.40(f) Lateral employees must have a FF1 certification and they must pass a physical examination as set forth by RCW 41.26.045.

Section 23.41

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 Captain, and Battalion Chief. Newly hired firefighters and Firefighter/Paramedics shall be subject to a twelve (12) month probationary period with the aforementioned requirements. The probationary period shall commence on the date of appointment.

ARTICLE 24– PARAMEDIC VESTING

Section 24.1

The City recognizes that employees serving as a paramedic may request to be reassigned permanently to the position of EMT. The employee must have served in the position of paramedic for a minimum of five (5) years. The request will be handled on a first-come, first-serve basis in conjunction with the needs of the City. If two requests are submitted at the same time, time preference will be given to the most senior employee. Employees that voluntarily request to be transferred to an EMT position will receive a portion of their premium in the following matter:

5 years as Paramedic – 25%
6 years as Paramedic – 35%
7 years as Paramedic – 45%
8 years as Paramedic – 55%
9 years as Paramedic – 65%
10 years as Paramedic – 75%

The newly assigned EMT shall have his/her pay, including COLA's frozen until the firefighter first class pay meets the pay received by the newly assigned EMT.

ARTICLE 25- DISCIPLINARY PROCEDURES

Section 25.1
Employees may be disciplined or discharged for just cause. Discipline, if needed, shall be applied at progressive and escalating levels to allow the employee proper notice of misconduct and an opportunity to improve performance. The level or degree of discipline imposed shall be appropriately based on the employee's prior record of service, length of service, severity of offense and proper record of discipline.

Section 25.2
A Supervisor, upon receipt of information alleging a possible violation or violations of department Policies and Procedures, or Rules and Regulations may begin an investigation into the complaint if he determines that there is reasonable cause to believe that a legitimate complaint exists. The supervisor may also begin an investigation upon receipt of a written notice of violation against a member. The supervisor shall not assume or prejudge the validity of the complaint until the completion of the investigation.

> **Subsection 25.2.1**
> If, after the investigation, the complaint is deemed to be valid, and if management determines that disciplinary action is to be implemented, a written complaint, signed by the person originating the complaint or by the investigating supervisor, shall be given to the individual to whom the complaint refers. This requirement shall precede the initiation of any disciplinary procedures under the terms of this Article.

Section 25.3
Disciplinary action or measures shall be used in a method to reeducate the employee from repeating inappropriate action. Discipline used shall be suitable to the infraction and progressive.

Section 25.4
Discipline is documentable within the employees personnel file and may include the following:

A) written reprimands,
B) any sanction that includes loss of privileges,
C) pay or benefits,
D) reduction of rank
E) discharge.

Section 25.5
Prior to the imposition of any discipline or discharge, the employee shall be provided a copy of the alleged violation and 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 his side of the issue.

Section 25.6
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 25.7
The Employer may suspend an employee with pay pending the final decision as to the appropriate discipline resulting from the pre-disciplinary hearing.

Section 25.8
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. 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.

Section 25.9
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. 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 25.10
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.

> **Subsection 25.10.1**
> 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 25.11
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 26- PERSONNEL REDUCTION

Section 26.1
If a reduction in force is to be effected, the City shall notify the Union of its intention at least thirty (30) days prior to the date of the reduction.

Section 26.2
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 26.3
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 26.3.1
Voluntary Demotion- an employee may request a voluntary demotion in writing to the Fire Chief or his designee. 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 26.3.2
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 26.3.3

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 26.3.4

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 27- TERMINATION PAY AND METHOD OF COMPUTATION

Section 27.1

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

A. Accrued holidays
B. Accrued and unused vacation days in accordance with article 18 - Vacations
C. Overtime for which pay has been performed and pay authorized
D. Accrued and unused compensatory time off
E. Appropriate compensation for unused sick time up to 1440 hours

Section 27.2

In accordance with terms of Article 26 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.

ARTICLE 28- GRIEVANCE PROCEDURE

Section 28.1
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 28.2
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 28.3
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:

A. A statement of the grievance and the facts upon which it is based including the date of occurrence.
B. The section of this contract to which the grievance reasonably relates.
C. Remedial action requested.

Section 28.4
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.

Section 28.5
Grievance steps include the following:

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 his designee.

Step 2: The Fire Chief or his designee will attempt to resolve the grievance within ten (10) days of its submittal.

Step 3: If the grievance remains unresolved, the Union shall within ten (10) days submit the grievance to the Mayor.

Step 4: The Mayor shall attempt to resolve the grievance within fifteen (15) days of its submittal.

Step 5: If the grievance remains unresolved as a result of step 4 in Section 28.5, the Union may, within thirty (30) days following the fifteen (15) day period of step 4 (above), submit the grievance to a Board or Arbitration consisting of three (3) persons.

Subsection 28.5.1
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.

Subsection 28.5.2
Both parties agree that the Board shall meet to hear the grievance at the neutral arbiter's earliest convenience.

Subsection 28.5.3
The decision rendered by the Arbitration Board shall be final and binding on both parties.

Subsection 28.5.4
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 28.6
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 28.7
The prescribed time limitations are designed to resolve grievances in a timely manner.

Subsection 28.7.1
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.

Subsection 28.7.2
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.

Section 28.8
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 29 - HEALTH AND SAFETY MEASURES

Section 29.1
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. 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.

> **Subsection 29.1.1**
> The Committee shall consist no more than (6) six people, with two representatives appointed by the Union and a representative that is the Fire Chief or his/her designee. 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 29.2
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 29.3
Limited Duty. In the event a member (excluding LEOFF 1 employees) covered under this contract is temporarily disabled due to injury or illness and that member's physician releases him or her to limited 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. Limited 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. Procedures shall be developed by the EAP Officer, a Union Representative, Fire Administration and the Human Resource Department.

ARTICLE 30- POLICY AND PROCEDURES

Section 30.1
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 working conditions and performance shall be subject to the Grievance Procedure.

Section 30.2
The employer shall appoint representatives and the Union shall appoint representatives to sit, as a committee, as needed to review or update Fire Department Policies and Procedures and Standard Operating Guidelines. This will be accomplished through mutual consent. Comment from either the employer or the Union must be made within thirty (30) days of receipt of proposed updates. Failure to reply within thirty days will be in violation of this agreement.

ARTICLE 31 - CLOTHING ALLOWANCE

Section 31.1
The City will shall furnish, launder, and maintain all uniforms, protective clothing or protective devices required of employees in the performance of their duties. Laundering services 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 his designee.

Section 31.2
The City shall provide each employee covered by this agreement with the following complement of uniforms that comply with SOG 4.7.1 and the current edition of NFPA 1975:

5 – Pair of Class B Nomex (7.5 oz) pants
5 – Class B Nomex (4.5 oz) shirts
1 – Duty jacket
1 – Pair of shoes or boots, 6 pair of socks
1 – Duty belt
1 – Sweatshirt
4 – T-shirts
1 – Set of 2 badges, collar brass, and name tag

Section 31.3
Once the employee is issued their initial uniform as indicated in Section 31.2, each employee shall be provided a clothing allowance of $200 per calendar year to purchase any replacement items necessary during their first 3 years of employment. Starting the calendar year the employee reaches their 4th anniversary of employment, employees shall receive $400 per calendar year (even years of employment) and $550 (odd years of employment) to purchase replacement items and boots.. 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.

Section 31.4
The City agrees to furnish employees who have completed two years of service with a Class A uniform complying with SOG 4.7.1 and consisting of:

1 – Class A dress coat (double-breasted, navy style) with appropriate rate and service markings and patches
1 – Pair of black dress slacks
1 – White dress shirt w/o insignia
1 – Pershing style hat w/ 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 31.5

The Union will be allowed, at no expense to the City, to wear an 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.

ARTICLE 32- TRAINING/CONTINUING EDUCATION

Section 32.1 – College Courses

College courses requested by employee for career enhancement, if approved, 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 will not be docked for time off if attending while on duty. Employee must provide cover for vacancy if attendance at class leaves the shift short. Employees are encouraged to attend on-line courses and may do so 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.

Section 32.2 – Optional Training

Subsection 32.2.1

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 32.2.2

All compensable hours in excess of 212 hours per an employee's 28-day work cycle or 40 hours per 7 day work week shall be paid with compensatory time or pay at 1 ½ times his or her normal hourly rate.

Subsection 32.2.3

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

Subsection 32.2.4

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

Subsection 32.2.5

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

Subsection 32.2.6

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

Subsection 32.2.7
For calculating compensable hours for optional training, actual hours worked in the affected 28 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 32.3 – 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 / Paramedic
   Fire Investigation Including IFSAC Fire Investigator Continuing Education
   SCBA Repair and maintenance
   PPE Repair and maintenance
   EVIP certification and continuing education
   Emergency vehicle technician modules F1, F2 and F3 certification and continuing educations

Section 32.4
Mandatory training will be compensated as follows:

Subsection 32.4.1
All compensable hours in excess of an employee's 192 hours per 28-day work cycle or 40 hours per 7 day work week shall be paid with compensatory time or pay at 1 ½ times his or her normal hourly rate at the option of the employee.

Subsection 32.4.2
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 32.5
Travel time shall be compensated as follows:

For college courses and optional training there is no compensation for travel time. Travel costs (mileage, air/train fare, car rental) may be paid for by the City for Optional training if the employee is approved to attend. 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, except for regular term college classes. If driving, time will be calculated using Mapquest® , 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.

Section 32.5 - Paramedic Recertification

Certified paramedics shall be allowed up to 50 hours of overtime to attend approved ALS CME per calendar year. Attendance of CME while on-duty shall be deducted from the 50 hours. The Medical Program Director or his designee shall establish the list of required classes and their availability. It is the responsibility of each employee to maintain proper paramedic credentials as a condition of employment. These classes include, but are not limited to: ACLS, PHTLS, and either PEPPS or PALS, OTEP and Run Review. Paramedics shall be allowed twelve hours of overtime each year in their initial certification period (1st three years of certification) for intubations and one hour per intubation as required by law in each subsequent year (4).

ARTICLE 33 – ANNEXATION, CONSOLIDATION, MERGER, AMALGAMATION

Section 33.1

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 or participation in a Regional Fire Authority when proposed.

ARTICLE 34 – DRIVERS ABSTRACT CHECKS

Section 34.1

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 employees driver's abstract being pulled every three years. The purpose of this language is to be consistent with the City Handbook, article 10.1.

ARTICLE 35- SUCCESSORS AND ASSIGNS

Section 35.1

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 36 - STRIKES

Section 36.1

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

ARTICLE 37 - SAVINGS CLAUSE

Section 37.1

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 38 - DURATION OF AGREEMENT)

Section 38.1
This agreement shall be in full force and effect from January 1, 2017 through and including December 31, 2019. This agreement may not be modified except by mutual consent of the Employer and the Union.

Signed this 21st day of September, 2017

Mayor, City of Mount Vernon

President, Local 1983
International Association of Fire Fighters

Finance Director, City of Mount Vernon

Approved as to form:

City Attorney

APPENDIX A - WAGES

Section A.1

Effective January 1, 2017, base monthly wage shall remain as follows:

CLASSIFICATION	2017	2018	2019
Captain/Paramedic – 1st Grade	8,090.87	8,252.68	8,417.74
Captain Paramedic- 2nd Grade	8,027.66	8,188.21	8351.98
Captain/Paramedic – 3rd Grade	7,901.24	8,059.26	8,220.45
Captain/Paramedic – 4th Grade	7,774.82	7,930.31	8,088.92
Captain – 1st Grade	7,458.77	7,607.94	7,760.11
Captain – 2nd Grade	7,395.56	7,543.47	7,694.34
Captain – 3rd Grade	7,269.14	7,414.52	7,562.81
Captain – 4th Grade	7,142.72	7,285.57	7,431.29
Firefighter/Paramedic – 1st Grade	6,953.09	7,092.15	7,234.00
Firefighter/Paramedic – 2nd Grade	6,257.78	6,382.94	6,510.59
Firefighter/Paramedic – 3rd Grade	5,701.54	5,815.57	5,931.88
Firefighter – 1st Grade	6,320.99	6,447.41	6,576.36
Firefighter – 2nd Grade	5,688.89	5,802.67	5,918.72
Firefighter – 3rd Grade	5,183.22	5,286.88	5,392.62

Section A.2

Captain – 4th Grade will be 13% above top step Firefighter
Captain – 3rd Grade will be 15% above top step Firefighter
Captain – 2nd Grade will be 17% above top step Firefighter
Captain – 1st Grade will be 18% above top step Firefighter

Subsection A.2.1

Employees who are promoted to the rank of Captain will start in the Captain pay grade in which they are currently assigned based on acting time. Employees who are promoted to the rank of Captain will receive a step increase in their Captain pay grade annually on the anniversary of their promotion, or on January 1each year if promoted to the rank of Captain through the elimination of the rank of Lieutenant.

Subsection A.2.2

Employees who have been qualified to act in the role of company officer for ten (10) or more years will progress through the Captain pay progression at the same rate as employees moving from Lieutenant to Captain.

Subsection A.2.3
Employees who have been qualified to act in the role of company officer for less than ten (10) years will progress through the Captain Pay progression starting with Captain 4th grade pay in 2017 for all hours worked as an acting officer. These employees will be qualified to move to the next grade of pay for acting time after accumulating fourteen-hundred and forty (1440) hours as an acting officer per each grade of Captain Pay. Acting officers will never be able to earn a higher percentage than the Lieutenants transitioning to the rank of Captain.

Section A.3
Effective January 1, 2018, base wages shall be increased 2.0%.
Effective January 1, 2019, base wages shall be increased 2.0%

Section A.4
Effective 1/1/2017, all employees assigned to the Fire Investigation Unit, who hold and maintain an IFSAC Fire Investigator Certification will receive 1% premium pay based on the employee's base monthly wage. In addition to the 1%, the employee will receive an additional 1.5% of their base monthly pay for all time spent performing investigation work, as approved by the Chief or his designee

Effective 1/1/2017, all employees assigned to the apparatus team, who hold and maintain EVIP instructor certification as well as holding and maintaining EVT certification to conduct pump testing will receive 1% premium pay based on the employee's base monthly wage.

Section A.5
EMT Pay for Firefighters- Fire suppression personnel who obtain or possess a valid Washington State Emergency Medical Technician certification shall receive, in addition to all other monthly compensation, the amount of $10.00 per month as an incentive to obtain and maintain the EMT certification.

APPENDIX B – LONGEVITY, DEFERRED COMPENSATION AND MERP

Section B.1
All present and future full-time employees of the 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 employees employment and be based on the employee's 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%

Subsection B.1.2
Employees hired prior to January 1, 1977 and those hired between June of 2008 and May of 2010 will receive $10.00 per month additional salary for each year of employment; such additional payment is to commence on the anniversary date of employment after the completion of five (5) years consecutive employment on a full-time basis, with no maximum accrual

Employees hired between June of 2008 and May of 2010 will transition to the percentage based longevity program on their tenth (10th) anniversary of employment.

Section B.2
Effective 1/1/2017, the City will match up to 2.5% of the employee's monthly base rate of pay into a deferred compensation account (employee's choice).

Effective 1/1/2018, the City will match up to 3% of the employee's monthly base rate of pay into a deferred compensation account (employee's choice).

Effective 1/1/2019, the City will match up to 3.5% of the employee's monthly base rate of pay into a deferred compensation account (employee's choice).

Section B.3
Effective 1/1/2017, the City will contribute $47.00 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. This provision shall not apply to any LEOFF I bargaining unit members and will only apply to eligible LEOFF II members.

APPENDIX C - EDUCATION INCENTIVE

Section C.1

To be eligible to receive the Educational Incentive, an employee hired after ratification of this contract must possess an Associate's Degree or a Bachelor's Degree as described in Sections C1 and C2 of this appendix. Employees hired prior to ratification of this contract shall be eligible to receive the appropriate educational incentive if they have any Associates Degree or Bachelor's Degree from an accredited college.

Subsection C.1.1

Employees covered by this agreement with either an Associate's Degree in Fire Science, Emergency Medical Services, Fire Command Administration, or an allied field subject, shall receive a premium of $100.00 per month. Acceptance of an allied field degree is subject to the approval of the Fire Chief or his designee.

Subsection C.1.2

Employees covered by this agreement with a Bachelor Degree in Fire Science, Emergency Medical Services and/or Fire Command Administration, or an allied field subject, shall receive a premium of $150.00 per month. Acceptance of an allied field degree is subject to the approval of the Fire Chief or his designee.

Subsection C.1.3

Employees covered by this agreement with a Master's Degree, shall receive a premium of $175.00 per month.

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 employer (disability, military leave of absence, provisional assignments, etc.).

1. Kelly days must be taken in each 28 day cycle as set by the Fire Department Administration.

2. Only two employees may be off on Kelly days on any given day; however, there may be an exception to this rule on two to three days per year.

3. Battalion Chiefs and qualifying BC's 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 28-day cycles assigned to that person, followed by the next senior, and so on until all individual 28-day cycles have been assigned the appropriate number of Kelly days.

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 electronically upon completion, and reviewed by labor management prior to Vacation and Holiday selection.

7. In the event an employee is moved from shift to shift during the year, they will move into the 28-day cycle of the position they are replacing, and shall be assigned the Kelly days for the position they are replacing, unless the movement creates unnecessary overtime.

8. 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 City and the Union meet to review the Kelly day selection.

APPENDIX E - CONSENT/RELEASE FOR ARTICLE XI, 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 s 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.