

AGREEMENT
by and between
CITY OF MUKILTEO, WASHINGTON
and
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL 3482
(Representing Fire Department Employees)

January 1, 2019 through December 31, 2021

Preamble

Pursuant to RCW 41.56, this Agreement is between the City of Mukilteo (hereinafter called "Employer") and Mukilteo Fire Fighters Union Local 3482, International Association of Fire Fighters (hereinafter called the "Union") for the purpose of setting forth the mutual understanding of the parties regarding wages, hours, and conditions of employment of those employees for whom the Employer has recognized the Union as the exclusive collective bargaining representative.

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ARTICLE 1 RECOGNITION, UNION MEMBERSHIP, AND PAYROLL DEDUCTION

- 1.1 Recognition - The Employer recognizes the Union as the exclusive bargaining representative for all uniformed personnel (full time, full paid employees), excluding the Chief, Assistant Chief and Fire Marshall, who have not been hired in a temporary or emergency status, in the current bargaining unit.
- 1.2 Union Membership - All employees who are, or who hereafter become members in good standing in the Union on or after the effective date of this Agreement, shall identify their membership in good standing in the Union by completing and submitting the "opt-in" form in Appendix C.
- 1.3 Payroll Deduction - The Employer shall deduct from the pay of all employees who are members of the Union, the dues and fees of the Union, and shall remit to the Union all such deductions monthly. Where laws require written authorization of the employee, the same shall be furnished in the form required. No deduction shall be made which is prohibited by applicable law. The Union shall indemnify, defend, and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of any check-off of dues for the Union. The Union shall refund to the Employer any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.
- 1.4 Union Notification - Within fourteen (14) days or as soon as possible from the date of hire of a new employee, the Employer shall forward to the Union the name, address, telephone number, and Social Security number of the new employee. The Employer shall promptly notify the Union of all employees leaving its employment.

ARTICLE 2 MANAGEMENT RIGHTS

- 2.1 The Union recognizes the prerogative and responsibility of the employer to operate and manage its affairs in all respects in accordance with its lawful authority whether heretofore or hereafter exercised and regardless of the frequency or in frequency of the exercise of such rights. The powers and authority, which the employer has not expressly abridged, delegated, limited or modified by this agreement, are retained by the employer.

Management rights and responsibilities as described above shall include, but are not limited to, the following:

- 2.1.1 Control, management and operation of its business.
- 2.1.2 Designation or change regarding the location of its offices, places of business and the equipment to be utilized.

- 2.1.3 The right to establish new or to change existing procedures, methods, processes, facilities, machinery and equipment or to make technological changes with respect thereto.
- 2.1.4 The right to establish employee evaluation processes and standards of performance and to maintain order and efficiency through the establishment of rules regarding safety, security and conduct.
- 2.1.5 Directing employees, including but not limited to, recruiting, hiring, promoting, transferring, assigning and retaining employees.
- 2.1.6 Suspension, demotion, discharge and any other legitimate disciplinary action against an employee taken for just cause.
- 2.1.7 Such actions as are necessary in emergencies to ensure proper functioning of the department. An emergency is an act of God, accident or other unexpected event which cannot be met under existing departmental procedures.
- 2.1.8 Laying off employees due to lack of work or lack of funds.
- 2.1.9 Contracting, subcontracting, cessation of service, merger, annexation and consolidation decisions and negotiation regarding the impacts thereof shall occur in accordance with Washington State Statute and case law.

ARTICLE 3 NON-DISCRIMINATION

- 3.1 No employee shall be discriminated against for upholding Union principles or serving on a committee. The Employer and the Union shall not unlawfully discriminate against any individual with respect to their hiring, compensation, terms or conditions of employment because of such individual's race, sex, age, color, sexual orientation, religion, national origin, marital status, genetic information, veteran's status, disability, or any other basis prohibited by federal, state or local law, unless such is a bona fide occupational qualification; nor shall they limit, segregate, or classify employees in any way to deprive any individual employee of their employment opportunities, except as such may be a bona fide occupational qualification.
- 3.1.1 Whenever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

ARTICLE 4 UNION RIGHTS

- 4.1 Union Official Time Off - A Union member who is an employee in the bargaining unit will be granted time off without pay while attending Union associated conventions, seminars, meetings, and Union/Employer litigation matters, provided (1) the employee notifies the Chief in writing at least forty-eight (48) hours prior to the time off. (2) The Employer will have sufficient employees available to staff the department during this time off. (3) An employee called in to replace another employee, who is off on Union business, will receive straight time pay and overtime pay as required by the FLSA. The

Union will reimburse the Employer the amount over straight time pay if the cost of replacement exceeds the member's pay at the regular hourly rate.

- 4.2 Union Investigative and Visitation Privileges - The Business Representative of the Union may visit the work location of employees covered by this Agreement at any reasonable time; provided however, such visitation shall not interfere with the normal functioning of the Department.
- 4.3 Bulletin Boards - The Employer shall provide suitable space for a Union bulletin board on its premises in an area that is frequented by all employees within the bargaining unit.
- 4.4 Union Meetings - The Union shall be allowed to hold its regular meetings (the first Tuesday of each month at 1900 hours) at the headquarters fire station or at other location within the city upon authorization of the Chief or his/her designee. Additional special meetings may be permitted at the headquarters fire station based upon availability. On-duty personnel may attend the meeting subject to on-duty responsibilities.

ARTICLE 5 HOURS OF WORK

- 5.1 The work schedule shall be 2 (two) continuous, 24 (twenty-four) hour duty shifts followed by a continuous 96 (ninety-six) hours off, or a 48/96 schedule.
- 5.2 To reduce the number of work hours per week, Kelly days (24-hour periods) shall be scheduled off by the employees on a rotating schedule. Kelly day selections will not reduce the staffing levels below the minimum level. Kelly days shall be selected prior to January 1st of each year and shall be selected by order of descending seniority on each shift. Employees may schedule up to 16 Kelly days.
 - 5.2.1 The average work week hours are as follows:

16 Kelly days = 48.64 average work week hours (121.39 shifts per year minus 16 Kelly days times 24 hours divided by 52 weeks)
- 5.3 For purposes of administering the provisions of the Federal Fair Labor Standards Act (FLSA), the standard work period shall be 24 (twenty-four) calendar days.
- 5.4 The twenty-four (24) hour shift shall commence at 0800 and conclude at 0800 twenty-four (24) hours later. Routine work such as schools, drills, and maintenance on Fire Department equipment, apparatus, and facilities shall be performed between 0800 and 1700. The hours of 1700 to 0800 shall normally be used for stand-by for emergency response and maintenance of equipment and apparatus to keep it in a readiness state for response. Drill and activities occurring after 1700 shall be accommodated by adjusting the hours of 0800 to 1700 accordingly. Sundays shall generally be non- structured work days reserved for emergency response, vehicle maintenance and station maintenance. Occasional activities that cannot be reasonably performed other days of the week, including the current regional Sunday drills, may be allowed. Holidays shall remain non-structured.

- 5.5 The twenty-four (24) hour shift employees shall be provided a one (1) hour lunch break and two (2) fifteen (15) minute breaks, one in the morning and one in the afternoon. When drills or activities occur after 1700, employees will be provided a break to eat dinner. Twenty-four (24) hour employees will be allowed one hour per shift for physical fitness.
- 5.6 Forty- (40) hour employees assigned to the day shift shall work schedules mutually agreed upon by the City the employees and the Local. All employees shall be provided with a one-half (1/2) hour lunch break and two (2) fifteen (15) minute breaks; one (1) in the morning and one (1) in the afternoon. All employees shall be subject to immediate call during meal and rest periods for which no overtime or additional compensation shall be paid. Forty- (40) hour employees will be allowed a maximum of two hours per week for physical fitness.
- 5.7 If during the life of the contract. The United States Department of Labor amends the overtime threshold applicable to firefighters downward, the Employer may at its discretion amend the hours of work set by paragraph 5.1 downward or pay overtime in accordance with the Fair Labor Standards Act and this contract.
- 5.8 Christmas Holiday – In the event that the 48/96 work schedule requires a shift (affected shift) to work both December 24 and December 25, the affected shift will switch scheduled workdays with the preceding shift (relief shift) (so long as the switch causes no overtime expense to the City) as follows:

The affected shift will work December 22 and December 25

The relief shift will work December 23 and December 24

These changes will be considered the regularly scheduled work days for the shifts.

ARTICLE 6 OVERTIME AND CALLBACK

- 6.1 Overtime and Callback
- 6.1.1 For the purpose of calculating Fair Labor Standard Act overtime for regular hours worked, a work period of twenty-four (24) days will be utilized for twenty-four (24) hour shift employees and seven (7) days for forty (40) hour employees. See paragraph 5.4.
- 6.1.2 Except as otherwise provided in this Agreement, any employee who is required to perform work in excess of the recognized work hours, as established in Article 5 of this Agreement, shall be compensated at the overtime rate of pay for the position presently held. See paragraph 5.4.
- 6.1.3 In the event overtime is required to fill vacancies, they shall be filled in accordance with the provisions of the Mukilteo Fire Department Overtime Policy, as may be hereafter amended by the parties.

- 6.1.4 The overtime rate of pay shall be one and one-half times the hourly rate of pay as defined in Article 7 of this Agreement; the overtime rate shall apply to acting pay where the employee is actually working out of rank.
- 6.1.5 Callback - Employees who are called back to work after having completed their scheduled shifts and having left the premises shall be paid a minimum of two (2) hours at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay; provided however, if the employee's regular shift starts less than two (2) hours from the time they started work on Callback, they shall receive one and one-half (1-1/2) times their regular straight-time hourly rate of pay for such actual time as occurs before their regular shift.
- 6.1.6 Overtime shall be paid in increments of fifteen (15) minutes with the major portion of each fifteen (15) minutes being paid as fifteen (15) minutes.
- 6.2 If scheduled overtime is canceled by the Employer with less than twelve (12) hours' notice, the employee may elect to work and be paid for three (3) hours minimum at the overtime rate.
- 6.3 Compensatory time in lieu of payment of overtime shall not be offered.
- 6.4 Required off-duty appearances in any court or hearing shall be compensated at the overtime rate of pay, with a minimum of two (2) hours of overtime pay.
- 6.5 Except in emergency situations, employees will not work in excess of 72 hours without an 8-hour off-duty break.

ARTICLE 7 SALARIES

- 7.1 The salary schedule and pay plan of the employee classifications covered by this Agreement is set out and attached as Appendix A, which shall form a part of, and be subject to, all provisions of this Agreement. Employees shall participate in the City's direct deposit program for payroll purposes. There shall be no cost to the employees for utilization of this program. For 2019, the salary schedule shall be increased by 2.25%. For 2020, the salary schedule shall be increased by 3.0%. For 2021, the salary schedule shall be increased by 2.25%.
- 7.2 Hourly Rate of Pay. For the purpose of calculating the hourly rate of pay which shall apply to excess hours of work (overtime), the established monthly salary of each employee shall be multiplied by twelve (12) to obtain the annual salary, which shall then be divided by the total number of scheduled hours per year, as set forth in Article 5 of this Agreement.

ARTICLE 8 DEFINITION OF SENIORITY

- 8.1 Seniority shall be determined by continuous service with the Employer from the date of hire. Continuous service shall be broken by resignation, discharge, or retirement. Inter-

Local Agreements that are mutually agreed to between IAFF Local 3482 and any other IAFF Locals, shall be recognized by the Employer for purposes of seniority.

- 8.2 During the period that any employee is on an authorized leave-of-absence without pay or on layoff status, seniority shall not accrue. Upon returning to work after such layoff or leave, the employee shall be granted the level of seniority previously accrued in the rank to which they return.
- 8.3 Employees with the same hire date shall be assigned to the seniority list in order of their Civil Service list ranking on the hiring date.
- 8.4 Reduction in Forces. In case of personnel reduction, lay-off shall be done by reverse order of seniority. Each employee laid off shall be placed on a Civil Service Reinstatement List for two (2) years in order of layoff. Available positions shall be filled from the Civil Service Reinstatement List on a last laid-off/first-hired basis before persons outside the list are hired.
- 8.5 Employee Status. The Employer shall submit written notice to the Union of the name, job title, shift, station, and effective dates of actions affecting bargaining unit employees as follows:
- (1) Appointment of new employees.
 - (2) Promotion.
- 8.6 Probationary Periods. All new firefighters will be required to serve a probationary period of twelve (12) months from the date of their employment. The Employer will endeavor to provide each probationary employee with an objective written evaluation of their job performance and progress every ninety (90) days. Probationary firefighters may be required to successfully pass a fire department examination prior to the completion of their probationary period. Probationary firefighters shall be given reasonable notification of any such testing dates and be provided with study materials appropriate to the testing subjects.
- 8.7 Fire Captains shall serve a probationary period of twelve (12) months. The Employer will endeavor to provide them an objective written evaluation every ninety (90) days on their performance and progress.

ARTICLE 9 VACATIONS AND HOLIDAYS

- 9.1 Each employee shall accrue and be granted vacation in accordance with the following schedules for forty (40) hour employees:

<u>YEARS OF EMPLOYMENT</u>	<u>DAYS OF VACATION</u>	<u>ANNUAL HOURS</u>
1 through 5	13	104
6 through 10	15	120

11 through 15	18	144
16 or more	20	160

For twenty-four (24) hour shift employees:

<u>YEARS OF EMPLOYMENT</u>	<u>DAYS OF VACATION</u>	<u>ANNUAL HOURS</u>
1 through 5	6	144
6 through 10	7	168
11 through 15	8	192
16 or more	9	216

- 9.2 Vacation time shall be taken within the twelve (12) month period following the period for which it is accumulated; provided however, an employee may carry over to a subsequent year up to one (1) year's vacation accrual. An employee may carry over more than one (1) year's vacation accrual upon the approval of the Employer.
- 9.3 Two (2) slots will be allowed for scheduled leave per day. Vacation requests shall be made in writing by December 1st in order to preserve seniority preference when selecting. Thereafter, vacations shall be scheduled at the employee's request on a first-come first-served basis subject to the needs of the department. Cancellations of vacations will be done as a last resort, except that employees may identify one (1) period of up to sixteen (16) consecutive days, during which the employee has scheduled leave, as a vacation leave block. Employees shall not be subject to mandatory overtime during the identified leave block.
- 9.4 For forty (40) hour week employees, the following are recognized as legal holidays for all employees covered by this Agreement:

New Year's Day	January 1st
Martin Luther King Jr. birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veterans' Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	4th Friday in November
Christmas Day	December 25
Floating Holiday	Upon approval of the Employer

In the event that a holiday falls on a Saturday or Sunday, the Friday preceding or the Monday following the holiday as the case may be, shall be designated as the holiday. If the holiday falls on the employee's regular day off, the employee shall take the day off at a time mutually agreed between the employee and the Employer.

- 9.5 In recognition of the above-mentioned holidays, twenty-four (24) hour shift employees shall receive six (6) shifts off to be scheduled in accordance with vacation scheduling procedures, sold back, or a combination thereof. Employees may elect to sell back up to three (3) holidays in June and any remaining holidays in November, up to a total of six (6). Employees shall notify the Employer by December 1st how many shifts they will elect to sell back in the following year. The payout shall occur on the last pay period of June and the last pay period of November.
- 9.6 Vacation and holiday hours will be accrued on a monthly basis. Holidays shall be available for use commencing January 1 of each year. The accrued vacation bank of an employee on his final paycheck may be debited if an employee terminates employment after taking holiday time but prior to earning it.
- 9.7 In the event a holiday falls within an employee's vacation period, it shall not be counted as a day of vacation.
- 9.8 Upon termination or retirement, the employee shall be compensated at their regular rate of pay for all unused vacation and holiday time, provided that they have completed a minimum of twelve (12) months' employment.

ARTICLE 10 SICK LEAVE AND DISABILITY, MILITARY LEAVE, JURY DUTY, BEREAVEMENT LEAVE, LEAVE OF ABSENCE, AND SPECIAL DUTY

- 10.1 Sick leave shall accrue at a rate of twenty-four (24) hours per month for twenty-four (24) hour shift employees to a maximum cap of 1,440. Forty (40) hour work week employees shall accrue at a rate of eight (8) hours per month. Employees moving from forty (40) hour work week to twenty-four (24) hour shift shall revert to the 1,440 cap regardless of accrual. In the event that employees have a sick leave accrual that exceeds 1,440 hours as of January 1, 2019, they shall keep the excess accrual until such time as the employee exhausts the excess accrual through use of sick leave at which time all other provisions of this article shall apply.
- 10.2 Sick leave may be used for the following purposes: bona fide personal injury or illness, forced quarantine of an employee, care and supervision of a sick dependent child under the age of eighteen (18), medical and dental appointments and other reasons allowed by the Washington Family Care Act (FCA) and the Family Medical Leave Act (FMLA). Employees shall notify the Employer of their inability to report for scheduled duty at least one (1) hour prior to the beginning of their scheduled shift if reasonably foreseeable. Paid Family and Medical Leave shall be granted pursuant to Washington law and City policy.
- 10.3 Sick leave absences that extend for three (3) consecutive work days or more, upon request of the chief or designee, will require certification of the employee's/dependent's/spouse's condition by a physician upon the employee's return to duty. Failure to produce such certification shall be grounds for denying sick leave pay. For the purposes of 10.3, a work day is considered 24 hours.

10.3.1 When a pattern of sick leave usage warrants, the Employer may require a doctor's note for a shorter period of time, notwithstanding Section 10.3 above, based on the criteria set forth below. The following may indicate a pattern of sick leave usage that warrants written verification of sick leave (doctor's release) if such occurs more than three incidences per rolling twelve (12) month period:

1. Use of sick leave on the same days (e.g., Monday, Fridays)
2. Use of sick leave before or after scheduled days off, holidays, weekends, shift rotations
3. Use of sick leave for unapproved or non-authorized leave requests
4. Use of sick leave immediately following pay day
5. Use of sick leave hours as fast as they are earned

For the purposes of 10.3.1, an incident is a 48-hour shift.

10.4 In the event an employee shall be entitled to benefits or payments under any program of disability insurance furnished by the Employer, such as the State Workers Compensation Act, or similar legislation of the State of Washington, or any other government unit, the Employer shall pay only the difference between the benefits and payments received under such insurance or act by such employee at their regular rate of pay that they would have received from the Employer if able to work. The foregoing payment by the Employer shall be limited to the period of time that such employee has accumulated sick leave, vacation, or accrued compensatory time credits as herein before specified.

10.5 Military leave shall be granted pursuant to RCW 38.40.060.

10.6 Jury Duty. All employees shall be allowed necessary leave to serve as member of a jury. During such leave, employees will be paid at their regular rate of pay. Any jury duty pay (exclusive of expenses) received for this service on a workday shall be reimbursed to the Employer. Paid leave shall be limited to thirty (30) days in any calendar year for service as a juror.

10.6.1 Employees shall be required to report for work for any portion of their regularly scheduled shift during which they are not actually serving on a jury or waiting to be impaneled.

10.7 Bereavement Leave. A maximum of twenty-four (24) hours of bereavement leave shall be allowed when there is a death in an employee's immediate family such as husband, wife, child, mother, father, brother, sister, mother-in-law; father-in-law, grandparent, or grandchild. Any other member of the immediate family, or of the immediate household will be at the discretion of the Employer.

10.7.1 Where the travel distance to attend funeral services is greater than five hundred (500) miles from the employee's residence, an additional day of bereavement leave shall be granted.

- 10.7.2 Bereavement leave shall not be charged to sick-leave accrual except in the cases, approved by the Employer, when the bereavement leave exceeds twenty-four (24) hours or as otherwise provided. Such extended bereavement leave can, at the employee's option, be deducted from accrued sick leave or vacation.
- 10.8 Employees may be excused by the Employer to attend the funeral of deceased fellow employees as leave with pay.
- 10.9 A leave of absence, without pay or benefits, may be granted to an employee for a period not to exceed one (1) year. A request is to be submitted in writing, detailing the need for the leave, and shall be approved or denied in the sole discretion of the Employer.
- 10.10 Special duty (a/k/a light duty) tasks may be assigned by the City per applicable State Statute.
- 10.10.1 The City shall not be obligated to provide special duty tasks if it determines such duty tasks are not available.
- 10.10.2 Special duty assignment for an on duty injury shall require physician approval but shall not require employee approval.
- 10.10.3 The parties agree that special duty assignments are to be of a temporary nature, normally not exceeding 90 calendar days.
- 10.10.4 Employees on special duty under this section shall receive the straight rate of pay for the employee's classification and benefits under the terms of the Agreement.
- 10.10.5 Special duty assignment for any off duty injury shall require employer and physician approval when and on the same basis, as such duty is applicable and available to all other city employees.

ARTICLE 11 INSURANCE

The Employer shall pay each month on behalf of each regular full-time employee, the amounts necessary to provide medical coverage for such employee and his/her eligible dependents. The Employer shall pay each month on behalf of each regular full-time employee, one hundred percent (100%) of the premium costs for AWC HDHP coverage for such employee and ninety percent (90%) for his/her eligible dependents. The Employer shall pay each month on behalf of each regular fulltime employee, one hundred percent (100%) of the amounts necessary to provide dental and vision coverage for such employee and his/her eligible dependents under AWC Dental Plan F, Orthodontia Rider III, and VSP \$10 Plan.

- 11.1.1 The High Deductible Health Plan ("HDHP") will be coupled with a Health Savings Account (HSA) and Health Reimbursement Arrangements ("HRAs") for all covered employees. In the first tier of coverage ("Tier 1") the City will deposit money into the HSA as follows: \$1,500 per year for an employee with employee-only AWC Regence HDHP insurance; \$3,000 per year for an employee covering themselves and a spouse

and/or dependent(s) on the AWC Regence HDHP insurance. Any administrative fees for the HSA shall be paid by the City. One-half of the deposit (\$750 or \$1,500 respectively) will be made available on the first payday in January and the second half will be made available on the first payday in July. Employees hired before July 1 in any year shall receive the full HSA deposit. Employees hired after June 30 in any year shall receive one-half of the full HSA deposit. The HSA is available to reimburse employees who incur any medical expenses applicable to the annual deductible. Amounts in employees' HSA accounts are the property of the employees and are portable when the employees separate service with the City.

- 11.1.2 Once an employee has fulfilled the deductible for the year paid by the HSA, the second tier of coverage begins. In the second tier ("Tier 2"), employee out-of-pocket medical expenses shall be divided 50/50 between the City and the employee, up to an out-of-pocket limit for a single employee of \$1100 per year or \$2200 per year for those employees covering dependents. Employees will request reimbursement from the City's share through application to the City's Administrator. The City or Administrator will timely reimburse employees for reimbursable medical expenses, subject to employee cooperation and the City's receipt of the claim prior to the 15th or 30th of the month, in the next payroll. For employees who exhaust the Tier 2 out-of-pocket limits set forth above, the third tier of coverage begins. In the third tier ("Tier 3") the City will reimburse the employee for 100% of the employee's out of pocket medical expenses, up to the maximum out-of-pocket of \$5000 annually for single employees and \$10,000 annually for those covering dependents. Once the maximum out-of-pocket limits are reached, the HDHP covers the remaining qualified expenses. The City will timely notify the Union of any plan changes imposed by the benefits carriers during the term of this agreement.
- 11.1.3 Each bargaining unit member will establish a Health Savings Account (HSA) and provide the City finance department with the bank name, address, telephone number, routing number, account number, and the name on the account.
- 11.2 If an employee chooses not to cover some/or all of their dependents (including spouse) under the medical, the City will reimburse the employee fifty percent (50%) of the premium that the employee would have paid provided the employee is able to provide proof their dependents have coverage. The City shall provide updated premium information each year as it becomes available.
- 11.3 Life Insurance - The Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of a life insurance policy for each employee, which shall provide for a beneficiary of such policy as designated by the employee. The face value of the policy shall be equal to the employee's annual salary.
- 11.4 The Employer and the Union agree to meet as needed to evaluate healthcare options. If the City and the Union agree to modify benefits (medical, dental, vision) during the contract period, the City and the Union will bargain the impact (e.g. through coverage by rider).

- 11.5 Medical Expense Reimbursement Plan (MERP) - The Employer shall pay each month \$75 for employee participation in the Washington State Council of Firefighters Employee Benefit Trust.
- 11.6 Sick Leave Buy-Out. Upon retirement, disability, or line-of-duty death, the employee shall receive the following sick leave cash-out benefit, up to the maximum of 480 hours.

Less than five (5) years – 33.33%

Between five (5) and ten (10) years – 66.67%

Over ten (10) years – 100%

For the purpose of this section, retirement is defined as DRS eligibility or twenty (20) years of service with the City.

Sick leave buy-out may be converted to MERP contribution in lieu of cash payment.

ARTICLE 12 UNIFORMS, PROTECTIVE CLOTHING AND EQUIPMENT

- 12.1 All protective clothing, uniforms, and equipment as required by the Washington Administrative Code (WAC) and other applicable statutes shall be supplied and cleaned at no cost to employees covered under this Agreement. Laundry facilities and supplies will be provided by the department.
- 12.2 The employer provides the following uniform items for all employees.
- 5 pairs of uniform pants for twenty-four (24) hour employee
 - 5 uniform shirts for twenty-four (24) hour employee
 - 5 pairs of uniform pants for forty (40) hour employee
 - 5 uniform shirts for forty (40) hour employee
 - 2 sweatshirts or job shirts
 - 5 T-shirts
 - 1 pair uniform boots
 - 1 belt
 - 1 uniform jacket
- Appropriate badges, patches and pins
Class A Uniform as specified by the department
Specialty teams will be provided with appropriate uniforms and equipment. The Employer and the Union agree to meet and confer through the Labor Management process to discuss uniform and equipment needs for each specialty.
- 12.3 All employees will be allowed to replace the above at the Employer's cost on an as-needed basis, as determined by the Employer.
- 12.4 The Employer shall reimburse employees for the repair or replacement of personal property damaged in the performance of their duties. Such items as eyeglasses, hearing

aids, dentures, watches, personal equipment or articles of clothing shall be repaired or replaced when the damage is caused by circumstances which arise out of employment and not from ordinary wear and tear. Employees must request in writing replacement of personal property within seven (7) days of loss or destruction, otherwise the Employer shall not replace said item.

ARTICLE 13 GRIEVANCE PROCEDURE

13. All matters pertaining to the proper application and interpretation of any and all of the provisions of this Agreement shall be adjusted by utilizing the following procedure:
 - 13.1 Any alleged grievance shall be submitted to the Union officers to determine if it warrants continuation through the grievance process. Should the Union officers be unable to make such determination, the grievance shall proceed to Section 13.2.
 - 13.2 Within thirty (30) days of its occurrence or the date the employee should have reasonably known of its occurrence, the Union and/or employee shall submit the grievance to the Fire Chief. Within 14 calendar days of submitting the grievance to the Fire Chief, the parties shall attempt to resolve the grievance informally. If the matter is not resolved informally within the 14 day time period, the Union may refer the grievance in writing to the Management Services Director within 14 calendar days of the end of the informal resolution period.. The written grievance shall include a statement of the facts of the matter, the Article of the Agreement allegedly violated, and the remedy sought. The Management Services Director shall notify the employee and the Union within seven (7) work days of a decision on the matter.
 - 13.3 If the grievance is not settled in Section 13.2, the Union may refer the grievance to arbitration. If the Employer and the Union cannot mutually agree to a neutral arbitrator, the parties shall jointly request a list of nine (9) names of qualified arbitrators from the Federal Mediation and Conciliation Service. The Union and the Employer shall alternately strike names from the list until only one (1) name remains, which shall serve as the neutral arbitrator. The right to strike first shall be determined by the flip of a coin. The arbitrator shall hold a hearing and issue a decision which shall be final and binding on both parties; provided however, the arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change or modify the terms of this Agreement, and the arbitrator's power shall be limited to interpretation and application of the express terms of this Agreement.
 - 13.4 Alternatively, if the employee elects to have disciplinary action reviewed by the Civil Service Commission, then a request for an investigatory hearing must be filed with the Commission within ten (10) calendar days from the date of the disciplinary action. The employee must elect to have the disciplinary action reviewed either through the grievance procedure or by the Civil Service Commission. An employee is not entitled to review of disciplinary action under both procedures. If the employee elects to pursue matters before the Civil Service Commission, then the Civil Service Commission Rules and Regulations will be applicable and not those of the collective bargaining agreement.

- 13.5 The arbitrator shall render a decision within thirty (30) days of hearing, which decision shall be final and binding on both parties. The arbitrator or Civil Service Commission shall have no power to alter, amend, or change the terms of this Agreement.
- 13.6 Time limits within a grievance procedure may be waived or extended by mutual agreement of both parties.
- 13.7 Each party shall pay the expenses of their own representatives, witnesses, and other costs associated with the presentation of their case and one-half (1/2) the expenses of the arbitrator.

ARTICLE 14 RULES AND REGULATIONS

- 14.1 The Union agrees that its members shall comply with all Employer, Departmental, and Civil Service Rules, Regulations, Directives, and Manuals, which contain provisions that are not covered by this Agreement.
 - 14.1.1 The employees shall annually provide a photocopy of a valid Washington State Driver's License.
- 14.2 The Employer agrees to negotiate any changes that are considered mandatory subjects for collective bargaining (RCW 41.56).

ARTICLE 15 DISCIPLINE

- 15.1 The Employer shall not discipline an employee without just cause. An employee may have a Union representative present at all meetings with the Employer during disciplinary or discharge proceedings. Disciplinary action or measures may include oral reprimand, written reprimand, suspension, demotion or discharge. Disciplinary action shall be taken within thirty (30) calendar days of the Employer's knowledge of the incident, which is the basis for the disciplinary action. Discipline shall normally follow a progressive pattern.

ARTICLE 16 VACANCIES AND PROMOTIONS

- 16.1 Vacancies and promotions will be filled in accordance with the Civil Service Commission Rules and Regulations.

ARTICLE 17 SAFETY COMMITTEE

- 17.1 In accordance with Washington law, there shall be a joint Safety Committee consisting of four (4) representatives (including two (2) representatives appointed by the Employer and two (2) representatives appointed by the Union). The Committee shall meet at least once each calendar quarter, or more often as agreed, to discuss all matters concerning health and safety. The Committee shall make its findings and recommendations to the Employer.

- 17.2 In addition to the above, a bargaining unit employee may be assigned to the City's Safety Committee.

ARTICLE 18 NO STRIKES OR LOCKOUTS

- 18.1 The Employer and the Union recognize that the public interest requires the efficient and uninterrupted performance of all the Employer's services, and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Union shall not cause or condone any work stoppage, strike, slowdown, or other interference with Employer functions by employees under this Agreement, and should same occur, the Union shall take all steps to end such interference. Employees who engage in any of the actions may be subject to disciplinary action up to and including discharge. The Employer shall not lock out any employee during the life of this Agreement. Any claim by the Employer that the Union has violated this Article shall not be subject to the grievance procedure of this Agreement and the Employer shall have the right to submit such claim to the Public Employment Relations Commission or the courts as provided by law.
- 18.1.1 Should any job action occur within the geographic jurisdiction or mutual aid responsibility of the Employer, employees may be required to cross an established picket line to perform emergency activities. The Employer agrees to meet at the Union's request to establish temporary procedures for emergency and non-emergency activities.

ARTICLE 19 STATION AND SHIFT OFFICERS

- 19.1 Each twenty-four (24) hour shift shall have a bargaining unit fire Captain assigned to that shift responsible for the supervision of the personnel and operations of that shift.
- 19.2 Any person covered by this Agreement who is required to accept the responsibilities and carry out the duties of the position or rank above that which the employee normally holds shall be compensated in the following matter; An employee temporarily assigned in the up position for any period of four (4) hours or more shall be paid an additional 5% of their salary for those hours upgraded.

ARTICLE 20 JOB DESCRIPTIONS AND WORK ASSIGNMENTS

- 20.1 The Union agrees that its members shall comply with their existing job descriptions. In accordance with RCW 41.56, any changes in the job descriptions that constitute mandatory subjects of bargaining, the Employer and the Union shall bargain prior to implementation.
- 20.2 Employees shall normally be assigned work, which is consistent with recognized appropriate work for professional fire fighters, and be provided with adequate training, which will assist them in completing their assignments.

ARTICLE 21 TRADES

- 21.1 Employees will be permitted to trade shifts with other qualified employees for the position with prior approval of their immediate supervisor. After approved, a trade will be cancelled only as a last resort. The shifts which have been traded will be considered as regularly scheduled days for the employees involved. Shift trades shall not cause a negative or financial impact to Employer. The employee who agrees to work a shift for another employee shall be responsible for working the shift. If they are unable to fulfill their commitment, they will find a qualified employee to work the shift. If unable to find a replacement, the employee shall be charged the equivalent of the cost incurred to the Employer for replacement out of their sick leave bank (i.e., overtime replacement of 24 hours equates to 36 hours of sick leave) at the rate of 1½ hours for each hour not worked. If no overtime is incurred, the employee will be charged sick leave at the regular rate. An employee without sufficient sick leave to cover the equivalent cost shall have the commensurate hours taken from their vacation bank.

ARTICLE 22 SUCCESSORS

- 22.1 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 except by mutual agreement.

ARTICLE 23 RESIDENCY

- 23.1 No residency requirements shall be applied to employees.

ARTICLE 24 MILEAGE

- 24.1 Employees required to use their private automobiles while on duty for fire department business shall be compensated at the prevailing IRS optional standard mileage rates for use of a car.

ARTICLE 25 EMERGENCY MEDICAL TECHNICIAN & PARAMEDIC CERTIFICATION

- 25.1 As a condition of employment, all employees will be required to obtain and maintain Washington State Emergency Medical Technician certification.
- 25.2 As a condition of employment, employees hired as Firefighter/Paramedics will be required to obtain and maintain Washington State Paramedic certifications, provided:
- a. Both parties agree that Firefighter/Paramedics may test and promote to a fire officer position and decertify their Paramedic certification.
 - b. Both parties agree that from time to time employees serving as Firefighter/ Paramedics may request to be reassigned permanently to the position of Firefighter/ EMT and decertify Paramedic certification.

- c. A reassignment request will be determined solely on a “seniority” basis in conjunction with an open, unfilled Firefighter/EMT position and in light of the needs of the City. The written request shall be provided to the Fire Chief or designee. The City will notify the employee requesting reassignment within twenty (20) calendar days whether the request has been approved. Approval of the request shall not be unreasonable denied.
- d. The anticipated date for the reassignment will be contingent upon the first date of employment of the replacement Firefighter/Paramedic plus ninety (90) days.
- e. The newly assigned Firefighter/EMT shall have his/her pay adjusted to meet the pay schedule (Appendix A) of a Firefighter/EMT as of the date of reassignment.

ARTICLE 26 TUITION REIMBURSEMENT AND TRAINING

- 26.1 Tuition and Book Reimbursement - Upon satisfactory completion with a “C” grade or higher or pass in a pass/fail grading system of each class in an Employer approved field of study, the Employer shall reimburse the employee the cost of tuition and books or outside training, and other directly related educational cost associated with these classes for that term; provided however, (1) such reimbursement shall not exceed the prevailing rate for undergraduate tuition established by the University of Washington, and (2) the total tuition reimbursement for the bargaining unit shall not exceed twelve thousand dollars (\$12,000) per fiscal year, such amounts to be budgeted by the Employer.
- 26.2 The employee shall present a request to the employer for said payment prior to entering the class or training. The employee shall provide proof of satisfactory class/training completion to the Employer. Reimbursement shall be limited to the fee schedule set by the University of Washington.
- 26.3 Employer approved fields of study shall be courses that contain skill and/or knowledge needed within the job description of the employee and courses of study offered by education institutions that prepare for degrees that develop the employee abilities needed within the job description.

Approved fields of study:

- Fire Science
- Fire Service Administration
- Fire Systems Technology
- Fire Service Supervision
- Fire Command Administration
- EMS
- Public Administration

Like and/or related fields of study may be pre-approved by the Chief.

- 26.4 The Employer shall pay the costs of any classes necessary to obtain or maintain required certifications.

- 26.5 The Employer shall provide adequate training for all duties that employees are required to perform.
- 26.6 Voluntary training shall not be compensated. Voluntary training is training requested by the employee, not required by the employer and which qualifies under FLSA regulations as non-compensable.
- 26.7 Training in which an employee is required to attend by the Employer, which is not part of the employee's regular schedule, shall be paid at an overtime rate with a maximum of eight (8) hours per day. An employee shall not be eligible for any overtime resulting from attendance at any training school or session in lieu of a scheduled workday. (Maximum regularly scheduled number of shift hours.)
- 26.8 Employees who attend training that requires overnight accommodations shall be paid at the straight time rate for all travel and lodging time associated with the training with a maximum of eight (8) hours per day, provided that they are traveling during a regularly scheduled work day, or if on a day off, the training was specifically required by the Employer. For employees on a day off where training was voluntary, no compensation will be paid for travel and lodging time.
- 26.9 Employees shall be permitted to attend Paramedic level training at locations outside Washington State that cannot otherwise be reasonably obtained provided such training is required for the maintenance of the employee's Washington State or National Registry of Emergency Medical Technicians (NREMT) Paramedic certification. Other requests for training at out-of-state locations that cannot be obtained within Washington State shall not be unreasonably denied.

ARTICLE 27 DEFERRED COMPENSATION

- 27.1 In lieu of Social Security contributions, the Employer agrees to contribute an amount equal to two and twenty-two hundredths percent (2.22%) of the employee's base salary monthly to a 457(b) deferred compensation plan. An additional amount up to two and twenty-two hundredths percent (2.22%) of the employee's monthly base salary will be matched one dollar from the employer for every two dollars contributed by the employee. No more than four and forty-four hundredths percent (4.44%) shall be contributed by the employer for any employee. Each employee shall designate his or her contribution within ten (10) working days of the execution of this agreement by written designation and deposit or by written authorization for withdrawal from pay of his or her matching funds. Changes for future contributions shall be made in writing at least ten (10) working days prior to each month's payday.

ARTICLE 28 SAFETY

- 28.1 The Employer and employees shall comply with the requirements, current and as may hereafter be amended, of WAC Chapter 296-305, as supplemented by WAC Chapter 296-24 and 296-62.

- 28.2 The Employer shall provide, maintain in good condition, and replace whenever necessary, all safety equipment (including turnout gear) that employees reasonably require in the performance of their duties.
- 28.3 Employees will be supervised by uniformed LEOFF personnel (as defined by RCW Chapter 41.56) fully qualified to do so.

ARTICLE 29 SEPARABILITY AND SAVINGS

- 29.1 Should any provision of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement as it relates to persons or circumstances other than those to which it has been held invalid shall not be affected thereby. In the event that any provision of this Agreement is held invalid or enforcement of or compliance with has been restrained, as herein before set forth, the Employer and the Union shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such provision during the period of invalidity or restraint.

ARTICLE 30 COMPLETE AGREEMENT

- 30.1 The terms of this Agreement and all established past practices shall control during the term of this Agreement and shall not be amended without the express written agreement of the parties. Any such change shall be permissive subject to bargaining during the term of the Agreement.
- 30.2 Employer agrees to continue all established past practices that are mandatory subjects of bargaining. Each party retains statutory bargaining rights, unless changed by mutual consent.

ARTICLE 31 INCENTIVE PAY

- 31.1 In addition to wage rates established by this Agreement, the Employer shall pay the following amounts for successful completion of credit hours and degrees from an accredited educational institution:
- 2.00% per month of base salary for an Associate Degree or if 45 credits earned towards a Fire Science, Fire Command Administration, EMS, Public Administration, or any other accredited bachelor's degree program pre-approved by the Chief.
- 4.00% per month of base salary for a Bachelor Degree
- 31.2 In addition to wage rates established by this Agreement, the Employer shall pay the following amounts for the maintenance of Washington State Emergency Technician-Paramedic certifications:
- 8% - per month of Step E Firefighter base pay for Probationary Firefighter/Paramedics

10% - per month of Step E Firefighter base pay for Non-Probationary Firefighter/Paramedics

All incentive pay provided in the agreement (education, longevity, paramedic certification, etc.) is calculated from the *base rate of pay*, which itself does not include any premiums or incentives.

ARTICLE 32 WELLNESS/FITNESS INITIATIVE

- 32.1 The Department and the Union will jointly appoint an advisory Wellness/Fitness Committee to develop the Wellness/Fitness program, recommend appropriate equipment purchases and monitor the implementation of the program. The committee will include the Chief or designee, Union President or designee and two other members representative of the labor group as a whole.

ARTICLE 33 TRAINING CAPTAIN

- 33.1 The Training Captain shall be filled by appointment of the Fire Chief after requesting and receiving letters of interest from Fire Captains and Firefighters on a current Fire Captain promotional list (if a Fire Captain position is open).
- 33.2 The assignment shall normally be for a period of two (2) years. This period may be extended or reduced on a mutually agreeable basis between the Fire Chief, the Employee and the Union.
- 33.3 The position shall be assigned a forty (40) hour work schedule pursuant to Article 5.6.
- 33.4 This position will be paid a 5% per month base pay incentive.

ARTICLE 34 LONGEVITY

- 34.1 Longevity pay for all Firefighter, Paramedic and Captain steps will commence after the completion of the 5th year of continued service and be based on the base monthly pay of employees active on the payroll of the City of Mukilteo at the time of ratification at the following levels:

6-10 years of continued service: 1% of base pay

11-15 years of continued service: 2% of base pay

16-20 years of continued service: 3% of base pay

21 + years of continued service: 4% of base pay

ARTICLE 35 NORTHWEST WASHINGTON INCIDENT MANAGEMENT TEAM (NWIMT)

- 35.1 Both parties agree that employees may participate in drills, meetings, and deployments of the NWIMT.

- 35.2 Employees shall be considered 'on-duty' while participating in the NWIMT for the purposes of Labor & Industries insurance coverage.
- 35.3 Employees may be allowed to attend NWIMT-related meetings and training during their regularly scheduled shifts at the sole discretion of the Employer. Employees who participate in NWIMT activities during their regularly scheduled shifts shall be paid their normal rate for the hours worked.
- 35.4 Participation in the NWIMT is considered voluntary.
- 35.5 No compensation shall be paid for participation in deployments, meetings, training, or other unanticipated gatherings of the NWIMT, provided, that if the employee is participating in an activity of the NWIMT that becomes a declared disaster, if reimbursement funding is received by the Employer for hours worked, the participating Employee(s) shall be paid compensation for any hours worked outside of their regularly scheduled work hours. If the deployment falls within regularly scheduled work hours, the participating member(s) shall receive their normal compensation.
- 35.6 In the event of a NWIMT Deployment, the employee shall be allowed to respond to the deployment and the City will coordinate and provide appropriate backfill coverage.
- 35.7 The employee may utilize a Fire Department vehicle, if available, to respond to and utilize during the deployment.
- 35.8 If NWIMT is reorganized or absorbed by another entity, the parties agree to reopen this article at the request of either party.

ARTICLE 36 PARAMEDIC CAPTAIN

- 36.1 Both parties agree that employees employed as a Firefighter Paramedic may promote to the position of Fire Captain under Civil Service Rules and maintain their Washington State Paramedic certification.
- 36.2 The classification of the employee who promotes from Firefighter Paramedic to Fire Captain shall be Fire Captain.
- 36.3 Fire Captains, regardless of the level of EMS certification, shall be expected to function primarily within the parameters of the Fire Captain job description. Firefighter Paramedics under the supervision of a Fire Captain shall normally be responsible for the direction of Advanced Life Support (ALS) level patient care, with the Fire Captain providing scene management; provided that, in extenuating circumstances, the Paramedic-certified Fire Captain shall be reasonably expected to provide and/or direct ALS level care. Such circumstances include:
 - 36.3.1 When the Paramedic-certified Fire Captain is the second paramedic on scene and emergency ALS care is indicated which normally requires two (2) Paramedics on scene.
 - 36.3.2 When assigned to perform patient care by an on-scene Incident Commander.

- 36.3.3 Mass Casualty Incidents.
- 36.4 Conflicts arising from patient care decisions shall be handled through standard procedures dictated by the Washington State Department of Health, Snohomish County Emergency Medical Services Council, and/or the City of Mukilteo Fire Department.
- 36.5 Maintenance of Certification: The City shall provide all support necessary for the maintenance of the employee's Washington State Paramedic certification as stipulated in this Collective Bargaining Agreement.
- 36.5.1 The employee shall be responsible for participating in all required continuing education activities normally required for the maintenance of the Washington State Paramedic certification.
- 36.5.2 The employee agrees to maintain Washington State Paramedic certification for a minimum of one (1) year from the date of promotion.
- 36.5.3 A Paramedic-certified Fire Captain may elect to rescind their Washington State Paramedic certification at any time once their Fire Captain probationary period has been completed. Employees rescinding their Paramedic certification must maintain a Washington State Emergency Medical Technician certification.
- 36.6 Wages: Employees promoting from a Firefighter Paramedic position to a Fire Captain position shall have their wage frozen at their current base salary including Paramedic certification differential until such time as the Fire Captain wage scale surpasses their base salary. Once the Fire Captain wage step appropriate for the Paramedic-certified Fire Captain surpasses that of the frozen base salary, the Paramedic-certified Fire Captain will be placed at the appropriate Fire Captain wage step that provides an increase in monthly wage. At that time, the employee will no longer be eligible for the Paramedic certification differential.
- 36.7 Paramedic-certified Fire Captains shall receive the Paramedic certification differential when working out-of-classification as a Firefighter Paramedic (i.e. working overtime).

ARTICLE 37 DURATION

- 37.1 This Agreement shall be in effect from January 1st, 2019 to midnight of December 31st, 2021.

INTERNATIONAL ASSOCIATION OF FIRE CITY OF MUKILTEO, WASHINGTON
FIGHTERS LOCAL 3482

By: _____

Date: 11/17/2018

By: _____

Date: 11.21.19

APPENDIX A – WAGE SCALES

to the AGREEMENT
by and between
CITY OF MUKILTEO, WASHINGTON
and
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL 3482

This Appendix is supplemental to the Agreement by and between the City of Mukilteo, Washington, hereinafter referred to as the Employer, and International Association of Fire Fighters Union Local #3482, hereinafter referred to as the Union.

A-1 Effective January 1, 2019, the base monthly salary for all Firefighter and Captain steps will be increased over the previous year by 2.25%.

Firefighter (F2) Step A	\$5,763.84	Captain (F1) Step A	\$7,500.24
Firefighter (F2) Step B	\$6,128.61	Captain (F1) Step B	\$7,932.46
Firefighter (F2) Step C	\$6,485.88	Captain (F1) Step C	\$8,293.49
Firefighter (F2) Step D	\$6,856.89		
Firefighter (F2) Step E	\$7,211.68		

A-2 Effective January 1, 2020, the base monthly salary for all Firefighter and Captain steps will be increased over the previous year by 3.0%.

Firefighter (F2) Step A	\$5,936.76	Captain (F1) Step A	\$7,725.25
Firefighter (F2) Step B	\$6,312.47	Captain (F1) Step B	\$8,170.44
Firefighter (F2) Step C	\$6,680.46	Captain (F1) Step C	\$8,542.29
Firefighter (F2) Step D	\$7,062.59		
Firefighter (F2) Step E	\$7,428.03		

A-3 Effective January 1, 2021, the base monthly salary for all Firefighter and Captain steps will be increased over the previous year by 2.25%.

Firefighter (F2) Step A	\$6,070.34	Captain (F1) Step A	\$7,899.07
Firefighter (F2) Step B	\$6,454.50	Captain (F1) Step B	\$8,354.27
Firefighter (F2) Step C	\$6,830.77	Captain (F1) Step C	\$8,734.49
Firefighter (F2) Step D	\$7,221.50		
Firefighter (F2) Step E	\$7,595.16		

A-4 Step Advancement Effective Date. Based upon satisfactory performance, employees shall advance from one Step to the next on the first of the month closest to their anniversary date. Therefore, an employee with an anniversary date before the sixteenth of the month shall advance on the first of the month in which their anniversary falls. An employee with an anniversary date of the sixteenth or later shall advance on the first of the month following their anniversary date.

A-5 Step Advancement, STEPS A to B, B to C, C to D, and D to E shall be recognized as performance STEP increases based upon the successful completion of service in each respective performance STEP and a satisfactory performance evaluation. The Employer shall strive to issue a written notification of unsatisfactory performance to the employee at the earliest possible date in order to provide an adequate opportunity for said employee to correct their performance prior to their anniversary date thereby meriting the STEP increase.

APPENDIX B

DRUG AND ALCOHOL TESTING POLICY AND PROCEDURES

This policy is instituted to assure that both parties work to certify that the work place is free of employees whose job performance may be impaired by the abuse of drugs and/or alcohol and to comply with the provisions of the Federal Drug Free Workplace Act of 1988. Therefore, the Union and the City agree to the following:

SECTION 1. Policy:

The City and the Union recognize that drug or alcohol 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 prevent illegal drug usage and abuse of legal drugs, prescriptions or alcohol at all times through education, treatment, and rehabilitation of the affected personnel, to the extent possible. The illegal possession, manufacture, dispensation, sale or use of alcoholic beverages, prescriptions or unauthorized drugs shall not be permitted at the City's work sites and/or while an employee is on duty. Employees shall not report to work impaired by alcohol, a prohibited substance or a drug that may affect work performance.

SECTION 2. Informing Employees about Drug and Alcohol Testing:

All employees shall be fully informed of the 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 employees on how the tests are conducted what the test can determine, and the consequence of testing positive for drug or alcohol use. All newly hired employees will be provided with this information on their initial date of hire, or as soon thereafter as possible. No employee shall be tested before this information is provided to them. Employees who voluntarily come forward and ask for assistance to deal with a drug and/or alcohol problem shall not be disciplined for that act by the City, unless they refuse the opportunity for rehabilitation, fail to successfully complete the program or again test positive for drugs within three (3) years of completing an appropriate rehabilitation program.

SECTION 3. Prohibited and Controlled Substances:

Drugs shall be defined as narcotics, depressants, stimulants, hallucinogens, cannabis, and alcohol-substances whose dissemination is regulated by law or this policy.

With respect to over-the-counter drugs and/or drugs that require a prescription or other written approval from a licensed physician, healthcare provider or dentist for their use, it is the responsibility of the employee to review cautionary warnings for potential side effects and inquire of the issuing medical authority as to the potential impact of the drug to impair one's ability to work safely and effectively. Each employee is expected to inform their supervisor of such circumstances if there is reasonable cause to believe there will be impairment.

SECTION 4. Employee Testing:

Employees shall not be subjected to random medical testing involving urine or blood analysis or other similar or related tests for the purpose of discovering possible drug or alcohol abuse. If, however, objective evidence exists establishing reasonable cause to believe an employee's work performance is impaired due to drug or alcohol abuse, the City will require the employee to undergo a medical test consistent with the conditions as set forth in the Policy. Indications of impaired behavior or a substance abuse problem shall include the odor of alcohol on the breath, dilated or constricted pupils, accident pattern, abnormal behavior or performance for that specific employee.

SECTION 5. Sample Collection:

The collection of the samples shall be performed by a collection site or clinic mutually agreeable to the City and the Local, 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 performing the testing must be agreed to by the City and the Local. The results of employee alcohol tests shall be made available to the employer. The results of employee drug tests shall be made available to designated Medical Review Officer who shall inform the employee and the City.

Collection of urine samples shall be conducted in a 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 urine samples is an absolute necessity; therefore, the City agrees that if the chain of custody of the sample is compromised, any positive test result shall be invalid and may not be used for any purpose. An employee who refuses to submit to testing as set forth in this Agreement shall be subject to disciplinary action up to and including termination for the purpose of administering this appendix.

Urine samples will be submitted as per SAMHSA standards. Employees have the right to seek consultation with Union or legal counsel prior to submission of the sample to the extent that it does not delay collection. Employees have the right for Union and/or legal counsel to be present during the submission of the sample to the extent that it does not delay or interfere with collection, as permitted by SAMHSA. Employees shall not be witnessed while submitting a urine specimen. Prior to submitting a urine sample the employee will be required to sign a consent and release form (as attached to this Policy), as well as any other forms(s) required by the collection site or clinic.

A split urine sample shall be reserved in all cases for an optional independent analysis at the request of the employee in the event of a positive test result. All samples must be stored in a scientifically acceptable preserved manner consistent with SAMHSA standards. All positive confirmed samples and related paperwork must be retained with the laboratory for at least six (6) months, up to a maximum of one year, or in compliance with applicable regulations. The employee shall not consume any food or liquids until after the sample is taken.

SECTION 6. Drug Testing:

The laboratory shall perform drug testing as described in the Department of Transportation (DOT) drug and alcohol testing program, 49 CFR Part 40.

Unless the City has reasonable basis for conducting a confirmatory test, testing will be discontinued. In this case the test sample(s) will be destroyed, and records of the testing expunged from the employee's file(s).

SECTION 7. Alcohol Testing:

Reporting for work with any measurable amount of alcohol in the bloodstream (e.g., a blood alcohol level of .02 or higher) will be a basis for disciplinary action. A breathalyzer or similar equipment shall be used to screen for alcohol use. An initial positive alcohol level shall be .02 grams per 210 liters of breath. If initial testing results are negative, testing shall be discontinued and records of the testing expunged from the employee's file(s).

SECTION 8. Medical Review Officer:

The Medical Review Officer shall be chosen and agreed upon between the City and the Local and must be a licensed physician with a knowledge of substance abuse disorders. The Medical Review Officer 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 Officer will be to review and interpret the positive test results. The Medical Review Officer 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 medical factors. The Medical Review Officer must review all medical records made available by the tested employee when a confirmed positive test result could have resulted from legally prescribed medication.

SECTION 9. Laboratory Results:

The laboratory will advise only the employee and the Medical Review Officer of any positive results. The results of a positive drug test can only be released to the City by the Medical Review Officer once they have completed an appropriate review and analysis of the laboratory's test. The City will keep the results confidential and shall not be made public except as required by law.

SECTION 10. Testing Program Costs:

The City shall pay for all costs involving drug and alcohol testing as well as the expenses involved of the Medical Review Officer, except that if the employee requests testing of the split sample, the employee is responsible for all costs associated with that testing

SECTION 11. Discipline:

The parties recognize that an employee has the obligation not to place themselves in a situation where the ability to perform their job is impaired by drugs or alcohol. In the event an employee fails to fulfill their obligations, it is the responsibility of the City to remove such employee from the work environment to prevent the endangerment of the employee, fellow employees, and/or the public. Any employee who tests positive for drugs or alcohol may be subject to disciplinary action up to and including termination, depending upon the circumstances of the situation.

In cases where termination is not warranted, the employee involved who tests positive for drugs or alcohol may be placed in a rehabilitation leave status where the employee may utilize accrued paid leave. In this case, the employee shall be evaluated by a Substance Abuse Professional (SAP), recommended by the Employee Assistance Program (EAP), or other healthcare provider and agreed to by the City. Participation by the employee in the approved treatment program is mandatory if the employee wishes to be considered for continued employment. Once the employee completes the rehabilitation program, the employee shall be returned to their regular duty assignment but only with a written release from a physician or healthcare provider approved by the Employer. Employees who complete the rehabilitation program must comply with the follow-up testing established by the SAP and may be retested randomly once every quarter for the following thirty-six (36) months.

SECTION 12. Rehabilitation:

Employees who enter the program on their own initiative may or may not be subject to re-testing, depending on the circumstances. The employee may use their health insurance for treatment and rehabilitation if applicable. The City is not responsible for any co-pays, deductibles, out-of-pocket costs, or any other costs which aren't covered by insurance. Employees will be allowed to use their accrued and earned leave for the necessary time off to participate in a rehabilitation program, as well as Shared Leave if applicable. Periodic progress reports from the SAP shall be provided to the Employer stating the prognosis of the employee's return to his/her duty assignment. The specific length of a rehabilitation program will be set by the Employer on a case-by-case basis, in consultation with the SAP.

If an employee tests positive during the follow-up testing period following the completion of the rehabilitation program, the employee will be re-evaluated by a SAP to determine if the employee requires additional counseling or treatment. The employee will be solely responsible for any costs, not covered by insurance, which arise from this additional counseling or treatment.

SECTION 13. Duty Assignment After Treatment:

Once an employee successfully completes rehabilitation and provides a written release to work from a physician, SAP or healthcare provider (approved by the City), they shall be returned to their regular duty assignment no later than the timeline established by the Employer.

SECTION 14. Right of Appeal:

The employee has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that the employee may grieve any other Employer action.

SECTION 15. 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 Chapter 41.56.

SECTION 16. Conflict with other Laws or City Policy:

This Article is in no way intended to supersede or waive any constitutional or other rights that the employee may be entitled to or legal obligations that the Employer may have under federal, state, or local statutes. This agreement supersedes City Policy.

CONSENT/RELEASE

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

The collection site administering the alcohol testing will be allowed to release the results to the City directly. The laboratory administering the drug testing will be allowed to release the results to the City only after the results have been reviewed and interpreted by the Medical Review Officer. The information provided to the employer by the Medical Review Officer shall be whether the tests were confirmed positive or were negative and not any other results of the tests without my written consent.

The laboratory is not authorized to release the results of this test to any other person or the Employer 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 six months, up to a maximum of one year, or in compliance with applicable regulations. I have the right to have this sample split and a portion tested at my expense at a second laboratory of my choice in the event the test results are confirmed positive.

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

I understand that a positive test may result in a requirement that I undergo rehabilitation if I want to be considered for continued employment.

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 positive test result and any employer action based thereon, by filing a grievance under the Collective Bargaining Agreement.

Date

Employee Signature

APPENDIX C

UNION OPT-IN FORM

I, _____, elect to **OPT-IN** and become a **Union Member by Choice**. It is my decision, as an American, to freely associate with a union and I'm choosing to be part of the International Association of Fire Fighters Local 3482, and its affiliates.

By means of this voluntary decision, I recognize the advantages of being a member and participating in matters beneficial to me, my family, our profession, and the community I serve. As a member, I receive all rights of membership, including the right to have a voice and a vote about contract matters, including those areas pertaining to wages, hours, and conditions of employment, and other decisions made by this Local. I further receive the right to vote for officers of this union.

I make this authorization knowing there is a cost for representation, collective bargaining, and other activities my union undertakes on behalf of me and my family.

As a member, I am entitled to the benefits of our collective bargaining agreement and all other benefits that my union and its affiliates offer.

Effective immediately, I hereby authorize the deduction of union dues as outlined in the Local's Constitution and Bylaws, which are democratically controlled by the members and followed by the elected leaders of the union. The amount that is to be withdrawn will be transmitted to the union.

Signature

Date

President, IAFF Local 3482

Date

Employer Representative

Date

CC: Union Member
 Local 3482
 Employer