

**2020 – 2022
COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN THE
CITY OF ABERDEEN



AND THE
ABERDEEN FIRE FIGHTERS IAFF LOCAL 2639



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ARTICLE 1 - RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all uniformed employees of the Fire Department, except for the Fire Chief and Assistant Fire Chief and other employees who may be excluded from the bargaining unit under RCW 41.56, it being the intention of the parties to acknowledge and preserve the right of either party to petition for clarification of the bargaining unit during the life of this contract.

ARTICLE 2 - PREVIOUS RIGHTS AND PRIVILEGES

All rights and privileges held by the employees at the present time, which are not included in this Agreement, shall remain in full force and effect, unchanged and unaffected in any manner by this Agreement. Previous rights and privileges shall mean wages, hours and other terms of employment which are mandatory subjects of bargaining within the coverage of RCW 41.56 and shall not include permissive subjects of bargaining.

ARTICLE 3 - SAVINGS CLAUSE

Should any provision of this Agreement be found to be in violation of any Federal, State or local laws, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. If any provision of this Agreement or the application of such provision shall be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect. The failure to enforce any term of this Agreement shall not be deemed a waiver of the right to enforce this Agreement.

ARTICLE 4 - MANAGEMENT'S RIGHTS AND RESPONSIBILITIES

The parties recognize the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority. Among such responsibilities and prerogatives (and subject to the provisions of this Agreement, State law and Civil Service Rules and Regulations) the City has the right:

- (a) To recruit, assign, schedule, transfer or promote members to positions within the department;
- (b) To suspend, demote, discharge, or take other disciplinary action against members for just cause;
- (c) To determine methods, means, and personnel necessary for departmental actions;
- (d) To control the department budget;
- (e) To take whatever actions are necessary in emergencies in order to assure the proper function of the department.

Prior to any contracting out, consolidation, merger or annexation that would include the services provided by the bargaining unit represented by the Union, the City agrees to notify the Union and bargain the effects of such.

Section 1. Notification: The City will satisfy its collective bargaining obligation before making a change with respect to a matter that is a mandatory subject.

The City will notify the Union President, of these changes in writing, citing this Article. Written notice will be provided thirty (30) calendar days in advance, when possible. In the event of a reduction in force written notice will be provided sixty (60) calendar days in advance. The written notice must include:

1. A description of the intended change, including information relevant to the impacts of the change on employees and a list of the job classifications and names of affected employees if known;
2. Where the change will occur; and
3. The date the City intends to implement the change.

Section 2. Response Timeframe: Within fifteen (15) calendar days of receipt of the written notice the Union may request negotiations over the changes. The timeframe for filing a demand to bargain will begin after the City has provided written notice to the Union President. The fifteen (15) calendar day period may be used to informally discuss the matter with the City and to gather information related to the proposed change.

In the event the Union does not request negotiations within fifteen (15) calendar days of receipt of the notice, the City may implement the changes without further negotiations.

There may be emergency or mandated conditions that are outside of the City's control requiring immediate implementation, in which case the City will notify the Union as soon as possible.

Section 3. Obligation: Prior to making any change in written agency policy that is a mandatory subject of bargaining, the City will notify the Union and satisfy its collective bargaining obligations per Section 1.

Section 4. Bargaining: The parties will agree to the location and time for the discussions and/or negotiations. Each party is responsible for choosing its own representatives for these activities. The City and the Union recognize the importance of scheduling these discussions and/or negotiations in an expeditious manner. Unless agreed otherwise, the parties agree to schedule the bargaining to occur within fourteen (15) calendar days of receipt of the request to bargain.

ARTICLE 5 – DISCIPLINE

The purpose of disciplinary action is twofold: first, disciplinary action is taken to correct the conduct of personnel who fail to meet established standards; second, discipline is meant to modify behavior in order to achieve the goals and objectives of the individual and/or the organization. Discipline will be applied per the Discipline Policy, Appendix B.

ARTICLE 6 - GRIEVANCES

A grievance means a claim or dispute by one employee or group of employees with respect to the interpretation and application of the provision of this Agreement. Any issue that has been appealed to the Civil Service Commission shall not be considered a grievance or subject to the grievance procedure herein and vice versa.

Nothing in this Agreement shall preclude the right of the two (2) parties to meet and verbally discuss the grievance in an attempt to resolve the issue.

Issues raised by the City or the Union which are of general concern regarding application or interpretation of this Agreement may be initiated in arbitration after the Mayor, or his/her designated representative, and the chief business agent of the Union, or his/her designee, have had an opportunity to discuss and investigate the issue.

If the City and Union mutually agree that Step 1 and 2 of this procedure are not necessary, a grievance, after formal written presentation to the other party, can be advanced to a hearing before an arbitrator as described below.

Section 1. Non Disciplinary/Discharge Grievances Preliminary Procedure: An employee or group of employees, who feel they have a grievance, may present such grievance within ten (10) calendar days of when such matter comes to the attention of the employee. Such grievance should be submitted to the employee's supervisor who shall attempt to resolve it within ten (10) calendar days after it is presented to him/her; provided that no grievance in this stage shall be pursued beyond the Fire Chief.

Step 1. If the grievance is not resolved in the preliminary procedure, the employee shall have ten (10) calendar days to notify the Union Grievance Committee, in which case it shall be settled in the following manner: The Union Grievance Committee, upon receiving a written and signed petition, shall determine within ten (10) calendar days if a grievance exists. If in their opinion no grievance exists, no further action is necessary. If a grievance does exist, they shall, with or without the physical presence of the aggrieved employee, present the grievance to the Fire Chief in writing within fifteen (15) calendar days who shall attempt to resolve it within fifteen (15) calendar days after it has been presented to him/her. The written grievance shall include a statement including the specific Article(s) or Section(s) of the Agreement allegedly violated, the specific facts, and specific remedy sought.

Step 2. If the employee or employees are not satisfied with the response of the Fire Chief, such employees or Union representatives within fifteen (15) calendar days of receipt of the Fire Chiefs response may present the written grievance to the Mayor or their designee, together with all pertinent materials. The Mayor or their designee shall attempt to resolve the grievance within fifteen (15) calendar days.

Step 3. Mediation: If, after completion of Steps 1 and 2, the employee is not satisfied with the City's response, the employee may request mediation of the dispute. If the employee requests mediation, the Union shall forward a request to the Public Employees Relations Commission (PERO) to assign a mediator from the PERC staff. Upon designation of the mediator, the parties will make every attempt to schedule a date for mediation within fifteen (15) calendar days.

(a) Proceedings before the mediator shall be confidential and informal in nature. No transcript or other official record of the mediation conference shall be made.

(b) The mediator shall attempt to ensure that all necessary facts and considerations are revealed. The mediator shall have the authority to meet jointly and/or separately with the parties and gather such evidence as deemed necessary.

(c) The mediator shall not have the authority to compel resolution of the grievance. If the mediator is successful in obtaining agreement between the parties, he/she shall reduce the grievance settlement in writing. Said settlement shall not constitute a precedent unless both parties so agree.

(d) If the parties to the dispute mutually agree that the mediation is not producing a resolution or if the mediator concludes that further proceedings will not be productive; the mediation will be ended.

(e) If mediation fails to settle the dispute, the mediator may not serve as arbitrator in the same matter nor appear as a witness for either party. None of the statements or offers of compromise made in mediation can be used in any future arbitration as evidence against the City or the Employee.

Step 4. Arbitration: Any grievance involving the interpretation or application of this Agreement, which is not resolved in accordance with the foregoing procedure, may be referred to arbitration within sixty (60) calendar days after receipt of the Mayor's response or thirty (30) calendar days after the final mediation meeting. The arbitrator shall be a member of the American Arbitration Association (AAA), Federal Mediation Conciliation Service (FMCS), or PERC and shall be selected as follows: If the parties have not appointed an arbitrator from the panel provided by the AAA, FMCS or PERC, the arbitrator shall be appointed in the following manner: The AAA shall submit simultaneously to each party an identical list of names of persons chosen from the Panel of Labor Arbitrators. Each party shall have ten (10) calendar days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the AAA.

If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable.

From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the AAA shall invite the acceptance of an arbitrator to serve. If the parties fail to agree upon any of the persons named, if those named decline or are unable to act, or if for any other reason the appointment cannot be made from the submitted lists, the administrator shall have the power to make the appointment from among other members of the panel without the submission of any additional list.

The cost of arbitration shall be borne 1/2 by the City and 1/2 by the Union.

Upon receipt of a written request for arbitration, the City and the Union shall attempt to prepare a submission to be signed by the Union and the City setting forth the issues in dispute. If the City and the

Union cannot agree upon the submission for arbitration, each party, at least ten (10) calendar days in advance of the hearing, shall submit to the other a statement of the issues it considers in dispute. The arbitrator or arbitrators shall determine, at or before the hearing, the issue or issues to be arbitrated. All issues in dispute must be arbitrable under the terms of this agreement. Such questions of arbitrability must be ruled on by the arbitrator prior to hearing the issues of the case provided they are found to be arbitrable.

The arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the provisions of this agreement. He/she shall consider and decide only the specific issue submitted to him/her in writing by the City and the Union, and shall have no authority to make a decision on any other issue not submitted to him/her.

The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, unless the parties agree to an extension. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding, provided that the decision does not exceed the arbitrator's authority as granted in this Article. Each party shall be responsible for compensating its own representatives and witnesses.

The City and the Union may agree to extend the time limits of any of the above steps if mutually agreed to by both parties.

Neither the arbitrator nor any other person or persons involved in the grievance procedure shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.

None of the foregoing is intended to mean that the Union cannot lodge a grievance and process the same through the various steps to arbitration in accordance with, and subject to, provisions thereof. The right of the Union to so lodge and process a grievance is confirmed and an employee may be represented at any stage of the grievance procedure by the Union.

No settlement of a grievance with any employee shall be contrary to the terms of this Agreement.

Section 2. Disciplinary/Discharge Grievances: The grievance procedure provided in this article and the option of a hearing before the civil service commission on matters of discipline or discharge shall be exclusive and shall replace any other grievance procedure for adjustment of any disputes arising from the application and interpretation of this agreement.

Field or full-time Union business representatives who wish to investigate a grievance on City time must secure permission from the Chief prior to his/her investigation.

ARTICLE 7 - UNION MEMBERSHIP

Section 1. Notification of Employees: The City will inform new, transferred, and promoted, or demoted employees prior to appointment into positions included in the bargaining unit of the Union's exclusive representation status. The City will furnish the President of the Union with notice of the employee's appointment. The Union will be provided time to meet with new employees per state law.

Section 2. Union Dues Deduction: Upon the Union's written notice to the City of authorization from an employee covered by this Agreement for deduction of membership dues, the City agrees to deduct the membership dues from the salary of the authorizing City within two (2) pay periods. The City will provide payments for all dues deductions to the Treasurer of the Union each pay period.

Section 3. Dues Cancellation: An employee may cancel their payroll deduction in accordance with state and federal law.

ARTICLE 8 - UNION OFFICIALS

1. Union members will be provided reasonable time during their normal working hours to prepare for, travel to and attend meeting for the following activities:
 - a. Investigatory interviews and pre-disciplinary meetings, disciplinary procedures, or to investigate and process grievances in accordance with the Article 5
 - b. Labor Management meetings
 - c. Collective Bargaining Agreement Negotiations
 - d. To meet with new employees per Article
2. The bargaining unit will be allowed time off with pay, not to exceed one-hundred sixty-eight (168) hours annually for union members to prepare for, travel to, and attend the following activities:
 - a. To attend State, or National events, State or National conferences, or State LEOFF board meetings
 - i. The Union member will obtain prior approval at least fourteen (14) calendar days in advance from their supervisor to prepare for, travel to and attend a meeting. Notification will include the approximate amount of the activity will take.
 - ii. Time spent preparing for, traveling to and attending meetings during the union members non-work hours will not be considered as hours worked.
 - iii. If the City needs to cancel the leave request they will do so at least fourteen (14) calendar days prior to date of occurrence.

ARTICLE 9 - SENIORITY

Seniority of employees for purposes of layoff, promotions, out of classification appointments, and order of vacation selection shall be computed from the date of original employment as a civil service employee of the Fire Department, provided employment with the Fire Department has been continuous.

The following leave will be counted towards seniority:

- (a) Military service
- (b) Layoffs and Recalls

ARTICLE 10 - SALARIES

Section 1. Effective on January 1, 2020, all of the members of Local 2639's bargaining unit shall receive a three percent (3.0%) across the board wage increase over the salary schedule in effect as of December 31,2019.

Effective January 1, 2021, all of the members of Local 2639's bargaining unit shall receive a three percent (3.0%) across the board wage increase over the salary schedule in effect as of December 31,2020.

Effective January 1, 2022, all of the members of Local 2639's bargaining unit shall receive a three percent (3.0%) across the board wage increase over the salary schedule in effect as of December 31,2021.

Section 2. Employees working as Paramedics shall be paid 10.0% in addition to their base salary; E.M.T.'s with IV Technician certification shall be paid 2.0% in addition to their base salary. The above premium pay shall be included within base salaries for purposes of calculating retirement and overtime pay. Those employees who have been employed for a minimum of one year, will have the option of obtaining IV Technician level training regardless of the number of current IV Technicians and shall be entitled to receive the IV Technician associated premiums.in accordance with Appendix A.

Section 3. The Following positions will receive specialty pay, specialty appointment are limited to one per member, this pay will be included within base salary for purposes of calculating retirement and overtime pay:

1. Emergency Medical Coordinator (E.M.C.) five percent (5%) base wage of firefighter VI with paramedic certification. One appointment.
2. Fire Department Safety Officer five percent (5%) base wage of firefighter VI with paramedic certification. One appointment.
3. Emergency Medical Services Quality Assurance Coordinators two percent (2%) base wage of firefighter VI with paramedic certification. Two appointments.
4. Training Officers two percent (2%) base wage of firefighter VI with paramedic certification. Three appointments.
5. Apparatus Technicians two percent (2%) base wage of firefighter VI with paramedic certification. Two appointments.

Section 4. Educational incentive pay shall be paid at the indicated percent of a qualifying member's base salary for the level of education indicated below this pay will be included within base salary for purposes of calculating retirement and overtime pay. Members will provide documentation to verify education to the Human Resources Director.

Associate Degree	2%
Bachelor's Degree	4%

Section 3. In the event that an individual is involuntarily assigned to a new shift, in order to maintain the 24 hours on, 48 hours off schedule, the employee shall receive a paid administrative day if the start of the new shift occurs during the scheduled 48 hours off of the previous shift. Vacation, holiday, and Kelly Days may not be used to satisfy the 48 hours' requirement.

1. If an employee is involuntary reassigned to a different shift mid-year, the City will work with the employee to reschedule the employees leave days to correspond with the new shift assignment.

ARTICLE 13 – STAFFING

Section 1. The City agrees to maintain a minimum daily staffing level of nine (9) bargaining unit employees. In the event that the overall staffing levels of the Fire Department increase, the City and the Local agree to determine the need to increase the daily minimum staffing levels.

Section 2. In the event that the City is unable to fill a daily vacancy positions on a shift through the voluntary overtime procedure in Article 15, the on-duty employee who was to be relieved shall continue working until the shift can either be filled or for the duration of the shift.

AFD Staffing model:

- 3 – Battalion Chiefs
- 6 – Captains
- 6 – Engineers/Drivers
- 21 – Firefighters
- 1 – Fire Services Specialist

AFD daily staffing model:

- 1 – Battalion Chief position
- 2 – Captain positions
- 2 - Engineer/Driver positions
- 4 – 7 Firefighter positions

The daily staffing will include 1 ALS staffed Medic Unit at Headquarters and 1 ALS staffed Medic Unit at Station #2 (Southside). Efforts will also be made to staff the Headquarters Engine as ALS for the ability to cross staff a second ALS Medic Unit from Headquarters.

ARTICLE 14 – WORKING OUT OF CLASSIFICATION

Section 1. Out of Classification; An employee working out of classification, when the employee and the Employer have mutually agreed that the individual has assumed the responsibilities of a higher rank for, shall be paid as follows The additional payment shall be actual hours worked in the assigned out of classification position. If the Employer does not recognize the assumption of the higher rank, there shall not be an additional payment.

An employee who arranges a shift substitution under Article 16, Section 1, on a day when that employee was scheduled to receive “working out of classification pay” under this Article shall not receive “working out of classification pay” but instead the substituting employee actually working the shift shall receive the “working out of classification pay”

Section 2. Guidelines for Working Out of Classification; An employee will be deemed to be working Out of Classification when the employer and employee have mutually agreed that the individual has assumed the responsibilities of a higher rank

When an out of classification needs to be filled, it shall be filled in the following order on the same shift:

1. The individual with the highest placement on the most recent civil service promotional list for the position that needs to be filled.
2. The individual in the next lowest rank who has at least one year in grade and the most seniority in civil service. If an individual does not have one year in grade, they shall be exempt from out of classification eligibility unless no other options under the guidelines for filling out of classification can be met.

If no employee on the shift meets any of the above qualifications for out of classification, the Fire Chief or his designee shall appoint the employee who is to work out of classification.

When scheduling due to specialized skills conflicts with an individual’s ability to perform out of classification, the position for out of classification shall be filled by an individual assigned under the guidelines for working out of classification.

The union recognizes the responsibility of management to assign and schedule members as needed for day-to-day operations. The attempt shall be made, through scheduling, to maintain an equal opportunity for individuals within the department whose special skills conflict with their ability to fill and perform out of classification duties.

ARTICLE 15 – DAILY VACANCY

Section 1. When a position opening on a shift results in a decreased minimum manning level as determined by the administration, and the CBA, the attempt shall be made to fill that position with an individual of like rank. (Example: A Battalion Chief for a Battalion Chief, a Captain for Captain, etc.)

If an individual of like rank cannot be met, then the attempt shall be made to fill that position with an individual on the most recent promotional list in a lower rank. If an individual on the shift where the vacancy has been created is on one of the most recent promotional lists, then that individual shall be utilized to fill the vacancy. That individual's created vacancy would fall under the definition for and be subject to the guidelines for filling a daily vacancy position

Where more than one individual on a shift is on one of the most recent promotional lists, then the vacancy will be filled by the individual with the higher on the list.

If none of the above can be met, an individual in the next lowest rank shall fill the vacant position with the most seniority in civil service from the same shift. The opening created by this will then be filled pertaining to the guidelines for filling daily vacancy positions.

In the event that a Battalion Chief shift cannot be filled with a Battalion Chief or a Captain the Fire Chief or Assistant Fire Chief must be contacted for emergency staffing.

Section 2. Hiring steps by rank

Firefighter position

Hire Firefighter/EMT or Firefighter /Medic from overtime (OT) book while considering the need of medical certs on the days staffing.

- If no firefighter can be hired move to Engineers.
- If no Engineers can be hired move to Captains.
- If no Captains can be hired move to Battalion Chiefs.

Engineer position

Hire an Engineer/Driver from OT book.

- If no are Engineers available then bump up on shift with members that are on promotional list and fill the newly created daily vacancy.
- If no one assigned to shift is on the Engineer/Driver promotional list then hire from the Acting Engineers/Drivers in the OT book.
- If no Acting Engineer/Driver can be hired then bump up the most senior firefighter on shift and fill for the newly created daily vacancy.

Captain position

Hire a Captain from OT book.

-If no Captains are available then bump up on shift with members that are on the Captains promotional list and fill the newly created daily vacancy.

-If no one assigned to shift is on the Captains promotional list then hire from the Acting Captains in the OT book.

-If no Acting Captains can be hired then hire a Battalion Chief from the OT book*.

-If no Battalion Chief can be hired then bump up the most senior Engineer/Driver or Firefighter on shift and fill for the newly created daily vacancy.

Battalion Chief position

Hire a Battalion Chief from the OT book.

-If no Battalion Chiefs are available then bump up on shift with Captains that are on Battalion Chief promotional list and fill the newly created daily vacancy.

-If no one assigned to shift is on the Battalion Chief promotional list then hire from the Acting Battalion Chiefs in the OT book.

-If there is no current Battalion Chief list then bump up an on-duty Captain, if only Acting Captains are working then a Captain from the OT book must be hired to fill the vacant Battalion Chief position.

-If no AFD officers are available to work the Fire Chief and/or the Asst. Fire Chief must be contacted immediately for emergency staffing.

*If someone of a higher rank is hired for a daily vacancy they may ask to swap with someone acting out of class to work their normal position as a courtesy. The individual that swaps will still be entitled to their acting out of classification pay.

ARTICLE 16 - OVERTIME

Section 1. Overtime shall be paid for any hours worked over the employees regularly scheduled hours. The average annual work week is 49.68 hours. Overtime hours worked shall be paid at the rate of time-and-one-half the employee's regular rate of pay. Overtime pay will not be made for individuals substituting shifts or portions of shifts. Shift substitutions for an entire shift or for a portion of a shift shall be defined as provided under the FLSA; provided that "working out of classification pay" under Article 14 shall be paid to the employee actually working the shift and assuming the duties of a higher position.

Training time which occurs outside of an employee's regularly scheduled shift shall be paid at the rate of time-and-one-half the employee's regular rate of pay. The training shall be directly related to the employee's job and aid the employee in handling their job more effectively, more efficiently or more safely. All trainings must be approved by the training committee. Enrollment in courses offered by institutions of higher learning which earn credit towards college degrees shall not be considered training directly related to the employee's job.

Section 2. Overtime shall be paid for all emergency overtime and there shall be a two (2) hour minimum at one and a half times the basic rate of pay if there is a recall based upon emergency conditions.

Section 3. Overtime for personnel to accommodate out-of-town transfers shall be paid at the rate of one and three quarters (1.75) of the employee's regular rate of pay. On-duty personnel shall be used for out-of-town Stroke/STEMI transfers as necessary to comply with mandatory emergency medical response standards. MRI/Radiant Care transfers will utilize on-duty personnel if ten or more personnel are on duty. The Department shall attempt to call in off-duty personnel to perform all other out-of-town transfers and will refuse those requests if off-duty personnel are not available unless on-duty personnel volunteer to accept the transfer. If any out-of-town transfer reduces remaining on duty staff below nine personnel, the Department will attempt to call in off-duty personnel to bring the on-duty staffing back up to nine personnel. Overtime pay for off-duty personnel responding to an out-of-town transfer request will be computed in the following manner:

- a. If the start of the transfer is sixty (60) minutes or less from the time of the phone call the overtime pay starts when the employee receives the call;
- b. If the start of the transfer is more than sixty (60) minutes from the time of the phone call the overtime pay starts fifteen (15) minutes prior to the time the patient is to be picked up at the facility for the out-of-town transfer;

Overtime for off-duty personnel called in to accommodate in-town MRI/Radiant Care transfers will be paid at the rate of one and three quarters (1.75) of the employee's regular rate of pay. If more than sixty (60) minutes notice is provided the overtime pay starts thirty (30) minutes prior to the pickup time of the patient. If less than sixty (60) minutes notice is provided the overtime pay starts when the phone call is received by the off-duty employee responding to the call.

Section 4. Overtime shall be offered on a rotational basis and in accordance with Article 15. The Chief or his designee will maintain the overtime rotation log.

ARTICLE 17 - JURY DUTY AND WITNESS ATTENDANCE

Any member called for jury duty while on duty shall be paid the difference between the fee he or she receives for jury duty and the amount of straight time earnings lost by reason of such service. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury pay recovered. The employee shall give the Battalion Chief prompt notice of call for jury duty. When released from jury duty the employee shall be responsible to complete their assigned shift

1. In the event the trial extends over a weekend the employee is required to work any regularly assigned shifts that fall on a Saturday, and the first twelve hours of any Sunday shift.

In addition, any member required to appear in court during his or her duty time regarding a job-related incident shall be compensated in an amount equal to the member's regular hourly wage for the time his or her attendance is required by the court, less the amount of any witness fee to which the person may be entitled. If a firefighter is called as a witness as indicated herein on his or her time off, the rate of compensation shall be paid at one and one-half times his or her regular hourly rate. The firefighters shall establish an expert fee schedule; if an expert fee is paid, the firefighter shall be paid at the highest

rate. In addition, the member shall immediately contact his supervisor of the fact that he has been subpoenaed and cooperate in assisting the City in billing that party which he has been subpoenaed to appear for.

Jury duty shall not be counted as hours worked for the purposes of computing eligibility for overtime. Attendance as a witness under this Article shall be included as hours worked for the purpose of determining eligibility for overtime.

ARTICLE 18 - LIGHT DUTY

Section 1. An employee who is injured and is subsequently unable to perform his or her normal duties may be assigned to light duty upon examination of the employee's own physician. The City reserves the right, at its own expense, to have the employee examined by a City-appointed physician. A person's salary while on light duty shall be the employee's straight-time rate of pay. Provided however, that employees may, at their sole option and discretion, utilize the paid leave benefits that they receive from the City (such as sick leave, vacation leave or comp. time), and/or other available benefits that they receive from other sources (such as reduced earning power benefits from L&I) in order to bring their City-generated monthly income back up to 100% of their normal City-generated monthly income while they are on light duty.

Section 2. There shall be a maximum of one (1) light duty position at a time unless otherwise approved by the Fire Chief or designee. This position shall not affect the minimum staffing requirements of the Department, as determined by the Fire Chief or designee. The employee shall be assigned non-combat duty in such areas as Fire Prevention, Training, or as determined by the Chief or designee. Light duty work shall be performed on a five (5) day, eight (8) hours per day schedule, during normal administrative hours. Other work schedules may be arranged by mutual agreement between the employee and the Fire Chief or designee.

Section 3. The initial period of light duty shall not exceed a period of four (4) weeks. However, if a particular illness or injury requires additional time off, the Fire Chief or designee may extend the light duty period, if there are sufficient and compatible non-combat duties to be performed. Additional light duty will be assigned in thirty (30) day increments with evaluation at the end of each thirty (30) day period by the Fire Chief or designee. At no time will a duty assignment be for a period in excess of six (6) months total. If the employee cannot return to their normal duties after this six (6) month period, the employee must use accumulated sick leave or disability.

ARTICLE 19 - SICK LEAVE

Section 1. Employees shall earn twelve (12) hours of sick leave for each month of employment, provided that the number of hours an employee may carry over from one calendar year to the next shall be limited to one thousand one hundred fifty-two (1,152). This item will be subject to reopen if the Paid Family Medical Leave Act is deemed not applicable for members covered under this contract.

1. Washington Family Medical Leave Program effective January 1, 2020. Eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits, which begins January 1, 2020, is established by Washington law and is therefore independent of this Agreement. Premiums for benefits are

established by law and for the period ending December 31, 2020, will total four-tenths of one percent (0.4% of employees' wages (unless otherwise limited by action of the State). Employees will pay through payroll deduction the full cost of the premiums associated with family leave benefits and forty-five percent (45%) of the premiums associated with the medical leave benefits, as determined under RCW 50A.10.030.

2. Washington Paid Sick Leave effective January 1, 2018. The parties recognize that the Washington State Paid Sick Leave (RCW 49.46.210) is in effect beginning January 1, 2018 and eligibility for and approval of leave for purposes as described under that Program shall be in accordance with RCW 49.46.210.
3. The city may require that any employee requesting leave under the terms of the federal Family and Medical Leave Act of 1993 utilize accrued paid time off (vacation, personal or compensatory time off, and sick leave if a sickness is involved) before any non-paid time off shall be utilized.

Section 2. City Employees may use sick leave in accordance with Personnel Policy, and applicable State and Federal Law.

Section 3. Upon being hired an employee shall have available to him or her for the first twelve (12) months of employment one hundred forty-four (144) hours of sick leave as a loan to be charged against future accrual of sick leave. Upon termination, if the total sick leave used is greater than the total sick leave accrued, the difference will be deducted from their final paycheck. Unearned used sick leave must be returned to the City by deduction from accrued sick leave.

Section 4. Employees who have accumulated one thousand one hundred fifty-two (1,152) hours of sick leave shall continue to accumulate sick leave as provided in Section 1. Any hours of sick leave accrued in excess of 1,152 hours (up to 144) not used during the calendar year in which they were accrued shall be converted to pay at the rate of three (3) hours sick leave to two (2) hours of pay up to a maximum of ninety-six (96) hours of pay. No employee shall be allowed to carry over more than 1,152 hours' sick leave from one calendar year to the next.

Section 5. Sick Leave Buy Back: An employee receiving benefits from an off-duty disability insurance plan may, at the employee's request, buy back sick leave used while on such a disability. Sick leave shall be bought back hour for hour, based on the respective employee's rate of pay. Employees will not be able to buy back more sick leave than what was used while on an off-duty disability.

Section 6. Sick Leave Cash-out on Separation from Service: At the time of separation in good standing from fifteen (15) or more years of service, the City shall contribute twenty-five percent (25%) of an eligible employee's accumulated sick leave in the form of either MERP credit or a contribution into a VEBA account. It will be at the sole discretion of each employee to determine whether they receive their sick leave cash out benefit in the form of MERP credits or in the form of a contribution to a VEBA account. The maximum amount of the separation benefit described herein shall be \$10,000.00, based upon the salary in effect at the time of separation of employment.

In the event the separation resulting from the death of the employee, the City shall contribute twenty-five percent (25%) of an eligible employee's accumulated sick leave in the form of a cash distribution to the estate of the employee. The maximum amount of the benefit described herein shall be \$10,000.00, based upon the salary in effect at the time of employee's death.

ARTICLE 20 – LEAVE OF ABSENCE

Members who are physically injured off duty and have used all accrued leave and are physically unable to perform their assigned duties may request a leave of absence without pay. If the Chief finds that the applicant is physically unable to perform his or her assigned duties as a result of such an off-duty injury, the applicant shall be granted an automatic leave of absence without pay for one year dating from the time of the injury or such lesser period of time as the applicant may request or the disability may exist.

The above notwithstanding, an employee shall be denied a leave of absence or a leave of absence shall terminate if the employee refuses to accept alternate employment with the City and offered by the City during the period of leave when the employee is qualified for the alternate employment and is physically able to perform the job.

No vacation or sick leave benefits or any other fringe benefits shall accrue while an employee is on leave of absence without pay; however, an employee on approved FMLA leave may continue his or her medical insurance coverage by paying the full cost to the City in advance for each month, or portion thereof, for which he or she is absent. An employee may continue his or her medical insurance through the third party COBRA administrator pursuant to applicable COBRA rules once FMLA is exceeded.

Upon return to duty, the employee shall be reinstated in the position held at the time the leave was granted or other equivalent position, and the employee’s anniversary date will be adjusted by the length of the leave granted.

Any promotion or hiring occasioned by an employee going on a leave of absence without pay shall be considered temporary for all purposes until the employee on leave returns to work or the leave of absence expires. When an employee on leave returns to work any employee or employees promoted on account of the leave shall return to their former positions and any employee hired on account of the leave shall be terminated.

ARTICLE 21 - VACATIONS

Section 1. Employees shall accrue vacation hours beginning on the date of employment and shall become eligible to utilize vacation leave upon completion of twelve full months (one year) of employment. The accrual calculations will not be prorated based on days worked within a month.

Section 2. Each employee working a 24-hour shift shall accrue vacation as follows:

Years of Service (Months)	Accrual Rates		
	<u>Annually</u>	<u>Shifts</u>	<u>Hours/month</u>
1-48 months	120 hours	(5)	10 hours
49-108 months	168 hours	(7)	14 hours
109-168 months	192 hours	(8)	16 hours
169-228 months	216 hours	(9)	18 hours
229-288 months	240 hours	(10)	20 hours
289+ months	264 hours	(11)	22 hours

Section 3. Employees shall be paid for any unused accumulation of vacation when they are permanently separated from employment (resignation, retirement, death, layoff or discharge). Employees who have a negative vacation balance on their separation date will have the negative hours deducted from their final paycheck.

Section 4. Twelve (12) months of accumulated vacation shall be scheduled and used each calendar year. The scheduling and use of annual vacation hours shall be subject to the approval of the Chief. The Chief may grant exceptions for the following: hires made in the latter part of the year, duty related injuries, or extenuating circumstances.

Section 5. Employees will be allowed to carry over a maximum of twenty-four (24) hours of vacation or holiday from the previous year so long as the schedule has room to accommodate the time off without incurring additional cost to the City; scheduling of the 24 hours will be applied after Kelly, vacation, and holidays for the shift has been chosen.

ARTICLE 22 - PAID HOLIDAYS

Section 1. Every employee assigned to work 24 hour shifts shall receive 120 hours of holiday time off per year (the equivalent of five 24 hour shifts). Employees' working day shifts shall receive eleven (11) days off in lieu of holidays.

Section 2. Holiday accruals are calculated at ten (10) hours per month. The accrual calculations will not be prorated based on days worked within a month.

Section 3. In addition, those employees who are scheduled to work on any of the nine (9) following holidays shall be compensated at the overtime rate: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.

ARTICLE 23 - BEREAVEMENT LEAVE

In the event of death in the immediate family of a member of the Union, that employee shall be granted two (2) twenty-four (24) hour shifts off duty without loss of pay. Immediate family are defined as mother, father, stepmother, stepfather, sister, brother, mother-in-law, father-in-law, domestic partner's mother, domestic partner's father, husband, wife, domestic partner, grandparent, great-grandparent, grandchild, great-grandchild, son, daughter, stepchild, and a child in the custody of and residing in the home of an employee.

Employees who are working eight (8) hour shifts shall be entitled to up to three (3) days off under this article.

ARTICLE 24 - MEDICAL INSURANCE

Section 1. The City shall provide family medical and dental insurance for the families of members as of the first of the month following their date of employment by the City as firefighters. The parties shall mutually agree before any change is made in the insurance carrier. It is understood between the parties that the City will only provide life insurance, family medical and dental for uniformed employees who are on active duty with the department or on temporary disability in accordance with

State statutes. Employees may, at their option, maintain coverage under the insurance plans after retirement, at their own expense to the extent allowed by the plan.

The City will provide medical insurance for employees and dependents under the Northwest Fire Fighters Benefit Trust Plan \$1,500. Members shall contribute an amount towards the premiums each month that equals one and one-half percent (1.5%) of the monthly base wage for top step firefighters (Range 18F, Step 6).

The City shall also contribute to the HRA vendor selected by the union \$125 per month for employees with employee only coverage and \$250 per month for employees with dependent coverage.

Section 2. The members of Local 2639 and their dependents will be provided with dental insurance by the City through the Northwest Fire Fighters Benefit Trust Members of Local 2639's bargaining unit who have one or more dependents pay five percent (5.0%) of the dependent portion of the NWFFBT Dental Plan (Incentive Plan 7 + \$2,000 Ortho Rider) or Willamette HMO & Ortho. The City will not pay all other premiums that are associated with that plan, including 100% of the premiums that are applicable to the bargaining unit members themselves.

ARTICLE 25 - LIFE INSURANCE

The City shall make available term life insurance with a death benefit in the amount of up to Fifty-Thousand Dollars (\$50,000.00) to be paid to the estate or designated beneficiary of any employee covered by this agreement who dies while in the employment of the City, with double indemnity in the event of accidental death. The City shall pay that portion of the premium necessary to provide the first Ten-Thousand Dollars (\$10,000.00) of said coverage with the employee to pay the balance of the premium through payroll deduction. An additional death benefit of \$15,000 will be paid for funeral expenses of employees who die in the line of duty.

ARTICLE 26 - MERP

Section 1. The City hereby agrees to assist the members of Local 2639's bargaining unit to become enrolled, effective on the first day of the month following the execution by both parties of this agreement, in the Medical Reimbursement Plan (MERP) that is made available by the Washington State Council of Fire Fighters. The City also hereby agrees to assist the members of Local 2639's bargaining unit to maintain their enrollment in the MERP thereafter. Payment of the monthly premiums related to the MERP shall be made by the City as follows:

2020 \$125 per member
2021 \$150 per member
2022 \$150 per member

Any premium increases during this contract shall be the responsibility of Local 2639's bargaining unit members, and shall be paid by means of payroll deductions taken by the City from the pay checks of Local 2639's bargaining unit members and then forwarded by the City to the Washington State Council of Firefighters Employee Benefit Trust. In addition, because the membership of Local 2639 has voted to make additional contributions to MERP from the members' own funds, in an amount equaling the City's contributions to MERP, the City shall, make payroll

deductions in that amount for each member and will submit those additional contributions to MERP.

Section 2. IAFF Local 2639 and its members agree to hold the City harmless and indemnify the City from any and all liability, claims, demands, law suits, losses, damage, or injury to persons or property, of whatsoever kind, arising from and in any way related to the implementation and administration of the MERP. The union and employees shall be one hundred percent (100%) liable for any and all liabilities inclusive of any federal, state, or local agency determination regarding any liabilities that arise out of the MERP. The union and employees shall be liable for any and all tax penalties, as well as any other liabilities arising out of the implementation and administration of the MERP.

ARTICLE 27 – DEFERRED COMPENSATION

Effective January 1, 2020 employees shall contribute two percent (2%) of the base salary of firefighter VI with paramedic certification to deferred compensation. The City will also contribute two percent (2%) of the base salary of firefighter VI with paramedic certification per employee. Employees may elect to defer additional compensation to the extent permitted by law, but additional employee contribution will not result in additional contribution by the City.

ARTICLE 28 - UNIFORMS AND PROTECTIVE CLOTHING

If any employee is required to wear uniform, protective clothing, or any protective device as a condition of employment, such uniforms, protective clothing or protective device shall be furnished to the employee by the City. The City shall provide a washer and dryer at all stations for use by employees and cleaning solution for protective clothing.

ARTICLE 29 – RESPIRATORY STANDARDS

The Union recognizes the City's obligation to provide medical evaluations and reevaluations for every employee required to use a respirator, to the extent required by the Safety Standards for Firefighters adopted by the Washington state Department of Labor and Industries (L&I).

Medical reevaluations shall be provided as required by the L&I standards and as noted on the initial or subsequent respirator evaluations performed by a licensed medical professional as provided for in the department's written respirator program. Employees who have been recommended for reevaluation for reasons other than the licensed medical professional certification have the right to contest the necessity of obtaining a medical reevaluation by appealing to the Department Safety Officer (DSO). The DSO will decide if just medical cause exists to determine that the criteria for providing a medical reevaluation under the L&I standards (WAC 296-842-14005) have been met. If the DSO determines that a reevaluation is not necessary, his or her decision shall be final. If there is a finding of necessity by the DSO the reevaluation request shall be forwarded to the Fire Chief for final determination.

Employees who are reevaluated have the right to have their personal physician, the department physician, or the department licensed health care professional review the medical reevaluation.

ARTICLE 30 – SUBSTANCE ABUSE

The City and the Union recognize substance abuse by employees is a threat to the public welfare and the safety of department personnel. The City and Union agree to follow the Substance Abuse Policy attached as Appendix C.

ARTICLE 31 – STATE MOBILIZATION AND CONTRACT FIRES

1. Involvement in any State Mobilization or Contract Fires is strictly voluntary; no employee will be required to participate when a fire occurs outside of City boundaries or the boundaries of any mutual aid / automatic aid.
2. Where an employee elects to take an assignment on a State Mobilization or Contract Fire, the City agrees to provide administrative support for the purpose of billing of employee's time. The City shall use the call back lists created and maintained by the Union for State Mobilization and Contract Fires. The lists will be posted and made available to Union members and the City.
3. When an employee elects to take an assignment on a State Mobilization or Contract Fire, the employee agrees to work under the pay schedule and rules set forth in the State Mobilization Plan or the governing documents agreed to by the City and the host agency.
4. An Employee must meet specific qualifications needed on an incident and may be assigned, regardless of their position on the callbacklist.
5. The City reserves the right to approve or disapprove an employee's request to participate in any State Mobilization or Contract Fires where such an assignment would adversely affect the best interest of the City.
6. It is the intent of these assignments to give the employees an opportunity to earn extra income, to provide for career development, and to give the City positive exposure throughout the State.

ARTICLE 32 - EFFECTIVE DATE

The effective date of this Agreement shall be January 1, 2020.

[SIGNATURE PAGE TO FOLLOW]

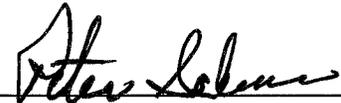
IN WITNESS WHEREOF, the parties have set their hands on January 28, 2020.

IAFF LOCAL 2639

CITY OF ABERDEEN



Brad Frafjord, President



Peter Schave, Mayor



Mike Kolodzie, Vice President



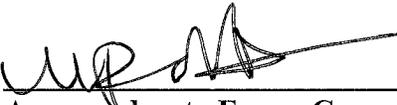
**Attest: Finance Director
Clifford Frederickson**



Troy Palmer



Aaron Rux



**Approved as to Form: Corporation Counsel
Patrice Kent**

APPENDIX A - SALARIES

2020 Salary Schedule

3.0% Increase, Effective January 1, 2020

RANK	STEP	EMS CERTIFICATION		SALARY	EDUCATION		LONGEVITY		
					2% AA/S	4% BA/S	2% 10yrs.	3% 15yrs.	4% 20yrs.
FIREFIGHTER	1	EMT	BASE	5,038	101	202			
		EMT -IV	2%	5,138	103	206			
		EMT -P	10%	5,542	111	222			
FIREFIGHTER	2	EMT	BASE	5,290	106	212			
		EMT -IV	2%	5,395	108	216			
		EMT -P	10%	5,819	116	233			
FIREFIGHTER	3	EMT	BASE	5,554	111	222			
		EMT -IV	2%	5,665	113	227			
		EMT -P	10%	6,110	122	244			
FIREFIGHTER	4	EMT	BASE	5,832	117	233			
		EMT -IV	2%	5,948	119	238			
		EMT -P	10%	6,415	128	257			
FIREFIGHTER	5	EMT	BASE	6,123	122	245			
		EMT -IV	2%	6,246	125	250			
		EMT -P	10%	6,736	135	269			
FIREFIGHTER	6	EMT	BASE	6,430	129	257	129	193	257
		EMT -IV	2%	6,558	131	262	131	197	262
		EMT -P	10%	7,073	141	283	141	212	283

ENGINEER <i>Base = 105% Firefighter 6 Base</i>	5	EMT	BASE	6,751	135	270	135	203	270
		EMT -IV	2%	6,886	138	275	138	207	275
		EMT -P	10%	7,426	149	297	149	223	297

CAPTAIN <i>Base = 120% Firefighter 6 Base</i>	5	EMT	BASE	7,715	154	309	154	231	309
		EMT -IV	2%	7,870	157	315	157	236	315
		EMT -P	10%	8,487	170	339	170	255	339

BATTALION CHIEF <i>Base = 135% Firefighter 6 Base</i>	5	EMT	BASE	8,680	174	347	174	260	347
		EMT -IV	2%	8,854	177	354	177	266	354
		EMT -P	10%	9,548	191	382	191	286	382

PREMIUM PAY <i>Based on Step 6 Firefighter/EMT-P</i>	EMC	SAFETY	APPARATUS	QA/OI	TRAINING	DEFERRED COMP CONTRIBUTION <i>2% Firefighter/EMT-P Step 6</i>
	5%	5%	2%	2%	2%	
	354	354	141	141	141	141

2021 Salary Schedule

3.0% Increase, Effective January 1, 2021

RANK	STEP	EMS CERTIFICATION		SALARY	EDUCATION		LONGEVITY		
					2% AA/S	4% BA/S	2% 10yrs.	3% 15yrs.	4% 20yrs.
FIREFIGHTER	1	EMT	BASE	5,189	104	208			
		EMT-IV	2%	5,293	106	212			
		EMT-P	10%	5,708	114	228			
FIREFIGHTER	2	EMT	BASE	5,448	109	218			
		EMT-IV	2%	5,557	111	222			
		EMT-P	10%	5,993	120	240			
FIREFIGHTER	3	EMT	BASE	5,721	114	229			
		EMT-IV	2%	5,835	117	233			
		EMT-P	10%	6,293	126	252			
FIREFIGHTER	4	EMT	BASE	6,007	120	240			
		EMT-IV	2%	6,127	123	245			
		EMT-P	10%	6,607	132	264			
FIREFIGHTER	5	EMT	BASE	6,307	126	252			
		EMT-IV	2%	6,433	129	257			
		EMT-P	10%	6,938	139	278			
FIREFIGHTER	6	EMT	BASE	6,622	132	265	132	199	265
		EMT-IV	2%	6,755	135	270	135	203	270
		EMT-P	10%	7,285	146	291	146	219	291

ENGINEER <i>Base = 105% Firefighter 6 Base</i>	5	EMT	BASE	6,954	139	278	139	209	278
		EMT-IV	2%	7,093	142	284	142	213	284
		EMT-P	10%	7,649	153	306	153	229	306

CAPTAIN <i>Base = 120% Firefighter 6 Base</i>	5	EMT	BASE	7,947	159	318	159	238	318
		EMT -IV	2%	8,106	162	324	162	243	324
		EMT -P	10%	8,742	175	350	175	262	350

BATTALION CHIEF <i>Base = 135% Firefighter 6 Base</i>	5	EMT	BASE	8,940	179	358	179	268	358
		EMT -IV	2%	9,119	182	365	182	274	365
		EMT -P	10%	9,834	197	393	197	295	393

PREMIUM PAY <i>Based on Step 6 Firefighter/EMT-P</i>	EMC	SAFETY	APPARATUS	QA/OI	TRAINING	DEFERRED COMP CONTRIBUTION 2% Firefighter/EMT-P Step 6
	5%	5%	2%	2%	2%	
	364	364	146	146	146	146

2022 Salary Schedule

3.0% Increase, Effective January 1, 2022

RANK	STEP	EMS CERTIFICATION		SALARY	EDUCATION		LONGEVITY		
					2% AA/S	4% BA/S	2% 10yrs.	3% 15yrs.	4% 20yrs.
FIREFIGHTER	1	EMT	BASE	5,345	107	214			
		EMT-IV	2%	5,451	109	218			
		EMT-P	10%	5,879	118	235			
FIREFIGHTER	2	EMT	BASE	5,612	112	224			
		EMT-IV	2%	5,724	114	229			
		EMT-P	10%	6,173	123	247			
FIREFIGHTER	3	EMT	BASE	5,892	118	236			
		EMT-IV	2%	6,010	120	240			
		EMT-P	10%	6,482	130	259			
FIREFIGHTER	4	EMT	BASE	6,187	124	247			
		EMT-IV	2%	6,311	126	252			
		EMT-P	10%	6,806	136	272			
FIREFIGHTER	5	EMT	BASE	6,496	130	260			
		EMT-IV	2%	6,626	133	265			
		EMT-P	10%	7,146	143	286			
FIREFIGHTER	6	EMT	BASE	6,821	136	273	136	205	273
		EMT-IV	2%	6,958	139	278	139	209	278
		EMT-P	10%	7,503	150	300	150	225	300

ENGINEER <i>Base = 105% Firefighter 6 Base</i>	5	EMT	BASE	7,162	143	286	143	215	286
		EMT-IV	2%	7,305	146	292	146	219	292
		EMT-P	10%	7,878	158	315	158	236	315

CAPTAIN <i>Base = 120% Firefighter 6 Base</i>	5	EMT	BASE	8,185	164	327	164	246	327
		EMT-IV	2%	8,349	167	334	167	250	334
		EMT-P	10%	9,004	180	360	180	270	360

BATTALION CHIEF <i>Base = 135% Firefighter 6 Base</i>	5	EMT	BASE	9,209	184	368	184	276	368
		EMT-IV	2%	9,393	188	376	188	282	376
		EMT-P	10%	10,129	203	405	203	304	405

PREMIUM PAY Based on Step 6 of Firefighter/EMT-P	EMC	SAFETY	APPARATUS	QA/OI	TRAINING	DEFERRED COMP CONTRIBUTION 2% Firefighter/EMT-P Step 6
	5%	5%	2%	2%	2%	
	375	375	150	150	150	150

APPENDIX B - DISCIPLINE

City of Aberdeen Fire Department Discipline Policy

Contents

- 1.0 Scope and Purpose
- 2.0 Definitions
- 3.0 Progressive Discipline
- 4.0 Officer/Supervisor Responsibilities
- 5.0 Human Resources Responsibilities
- 6.0 Due Process
- 7.0 Documentation
- 8.0 Imposition of Disciplinary Action
- 9.0 Misuse of Authority
- A - 1 Appendix A - Guideline for Disciplinary Action

1.0 **Scope and Purpose**

- 1.0 This policy covers all members of the City of Aberdeen.
- 1.1 The purpose of disciplinary action is twofold: first, disciplinary action is taken to correct the conduct of personnel who fail to meet established standards; second, discipline is meant to modify behavior in order to achieve the goals and objectives of the individual and/or the organization.

2.0 **Definitions**

- 2.1 **Dereliction of Duty.** The intentional abandonment or conscious neglect of assigned responsibilities or duties.
- 2.2 **Discipline.** Any supervisory action designed to: correct conduct to meet established standards; modify behavior in order to achieve the goals and objectives of the individual and/or the organization
- 2.3 **Due Process.** Procedure which guarantees that no person receives prejudicial, unfair or unequal treatment, and which insures that employees are given fair and adequate notice of the charges against them and an opportunity to respond to those charges.
- 2.4 **Extenuating Circumstances.** Circumstances that diminish the responsibility or fault of one who has committed an offense and so can be considered to mitigate (to make less harsh or severe) the punishment.
- 2.5 **Human Resource Director.** The City Human Resources Director, responsible for human resource-related administrative duties, which include specific discipline responsibilities identified herein.
- 2.6 **Insubordination.** Disobeying, defying or failing to comply with a reasonable order, failing to perform a task, or engaging in conduct with a reasonable order, failing to perform a task, or engaging in conduct that is otherwise insubordinate.
- 2.7 **Misuse of Authority by Supervisors.** The incorrect or improper use of the authority granted to supervisors, such as ordering a subordinate to commit an action which is contrary to known regulations, is improper or is illegal.

- 2.8 **Officer/Supervisor.** The Supervisor who is responsible for the imposition of the disciplinary action. Depending upon the extent or degree of the infraction, this may be the immediate supervisor or a higher-ranking officer. All supervisors involved in a disciplinary investigation have the responsibility to ensure that due process is followed.
- 2.9 **Weingarten Rights.** The right of an employee to have a Union representative present at a meeting with the City if the employee has a reasonable expectation that he/she may receive disciplinary action.
- 2.10 **Garrity Rights.** The right of an employee from being compelled to incriminate themselves during investigatory interviews conducted by the City.

3.0 **Progressive Discipline**

- 3.1 Progressive Discipline is a system of discipline where the penalties, or disciplinary actions, increase upon repeat occurrences and consists of a series of steps. Any one of the steps may be modified as the circumstances surrounding the infraction dictates.

The Progressive Discipline process includes coaching, counseling and training and these disciplinary steps:

1. **Verbal reprimand.** Verbal discipline that is documented on the appropriate form. Documentation of a verbal reprimand may be included in the personnel file.
 2. **Written reprimand.** Written discipline that is documented on the appropriate form.
 3. **Suspension.** Discipline that includes a quantity of time off-duty without pay.
 4. **Demotion.** Discipline that lowers a person's rank or pay status.
 5. **Termination.** Ending employment with the City of Aberdeen.
- 3.2 Within three days following the conclusion of a disciplinary investigation, the contents of the investigatory file and the Supervisor's recommendations shall be forwarded through the chain of command to the Human Resources Director and shall include the following:

1. Name of personnel being disciplined
2. Date of incident
3. Brief description of events
4. Date discipline is administered
5. Type of discipline administered

4.0 **Supervisor/Management Responsibilities**

4.1 All officers and supervisors shall afford equal and impartial treatment to their subordinates without favoritism or injustice. Officers shall not attempt to deprive any member of merit or recognition, or to knowingly shield a member from disciplinary action required as a result of his/her incompetence, misconduct or negligence.

4.2 **Performance Improvement Plan (PIP).** The Performance Improvement Plan is not disciplinary action. It is a plan produced by Fire or Assistant Fire Chief and deals with minor issues of performance or behavior. It may also allow for communication and clarification of expectations and feedback for minor first-time offenses that are either not worthy of disciplinary action or are a matter of less-than-satisfactory performance. A PIP may be as simple or as complex as the circumstances warrant.

The PIP allows the employee to receive more formalized expectations. It also provides the supervisor with documentation of the expectations provided to the employee. It is, by design, intended to help an employee improve and a method to prevent disciplinary action.

If the expectations agreed upon by management and employee are not met, it may result in disciplinary action.

4.3 **Corrective Action Plan (CAP).** Following any disciplinary action, the Fire Chief or Assistant Fire Chief shall develop a Corrective Action Plan with subordinates. A CAP is implemented in conjunction with disciplinary action. The issuing party must inform the Human Resources Director through the chain of command when a CAP is developed and implemented.

A CAP describes in detail the problem for which the employee was disciplined, expectations for improvement, time lines, action steps the employee and the Fire Chief or Assistant Fire Chief will take, resources available, the ultimate outcome if the problem is not satisfactorily corrected as stated in the plan, and further potential disciplinary action. Since all Corrective Action Plans have a set time frame to improve performance and/or change behavior, documentation is required at the end of that time frame. Employees will be notified when the Corrective Action Plan is no longer in effect.

The CAP should contain:

- List of deficient competencies, or behavior modifications desired
- Outline of desired outcome/goals and objectives
- An action plan for achieving goals and objectives
- Monitoring of progress
- Frequency of monitoring/timeline
- Specific consequences for failure to achieve goals

4.4 Any one or more of the following progressive discipline steps may be used with subordinates for cause by any officer or supervisor at the following ranks (Note: Coaching, Counseling and Training is not a disciplinary action):

1. Captain
 - Coaching, counseling and training
2. Battalion Chief
 - Coaching, counseling and training
 - Verbal reprimand
3. Fire Chief/ Assistant Chief
 - Coaching, counseling and training
 - Verbal reprimand
 - Written reprimand
 - Suspension with or without pay
 - Demotion / reduction in pay
 - Termination

5.0 **Human Resources Director Responsibilities.** It shall be the responsibility of the Human Resources Director to insure compliance with the Discipline Policy. Specific duties will include:

1. Maintaining records of disciplinary actions
2. Maintaining copies of Performance Improvement Plans and Corrective Action Plans
3. Direct assistance to supervisors:
 - a. when requested for verbal and written reprimands
 - b. required for all other disciplinary actions
4. Insure due process safeguards are implemented

6.0 Due Process

- 6.1 Prior to the administration of any disciplinary action, the procedural safeguards of due process shall be provided.

6.2 Investigations

- 6.2.1 It shall be the responsibility of the officer/supervisor to insure a complete, impartial and appropriate investigation has taken place prior to the administration of any disciplinary action.
- 6.2.2 Investigations of incidents shall begin with the officer/supervisor insuring the proper disposition of affected personnel. Actions to be considered, depending upon the circumstances, may include:
 - Reassigning personnel
 - Placing personnel on paid administrative leave pending investigation.
- 6.2.3 All department members who witness an act that may result in a disciplinary action may be required to provide a written narrative of the act. Directives for these narratives will be issued by the investigating officer/supervisor, and shall include a due date/time. The narrative will contain the following:
 - Activity that the witness was engaged in when the act occurred
 - A concise description of the events leading up to the act, the act, and events occurring after the act.
 - A complete list of witnesses - employees, volunteers and private citizens.
 - Signature and printed name of person writing the narrative.

- 6.2.4 'Witness Interviews. Interviews of witnesses shall be conducted as soon as is practicable. The investigating officer will, to the extent possible and within reason, provide notice to the person to be interviewed.
- Interviews of the Subject of the Potential Discipline. Interviews of the person who is the subject of the investigation shall be in accordance with the following:
 - The Investigating Officer shall provide reasonable notice to the person of the date and time of the interview.
 - The notice to the employee shall contain the details of the incident, which will be discussed at the interview.
 - An employee being interviewed which may result in disciplinary action has certain rights to union representation under a decision of the US Supreme Court known as the Weingarten Decision. Only those who have a reasonable belief that disciplinary action may result from the interview may claim those rights to representation. These include the right of the employee to request a union representative be present at the interview, and that the employee and union representative be provided time for consultation prior to the interview. The union representative may provide guidance to the employee in answering questions during the interview.
 - If the person chooses to exercise his or her rights under the Weingarten Decision, reasonable time shall be allowed for a union representative to make arrangements to be present.
- 6.2.5 No employee may refuse to answer questions during an interview. The only exception is that provided by the Fifth Amendment to the United States Constitution. If an employee has a reasonable belief that information he or she provides in an interview may implicate he or she in a criminal act, he or she may refuse to answer a question, and must state their reason (Fifth Amendment right).

This right of refusal to answer a question applies only to self-- incrimination in a criminal act, and does not apply to any violation of a regulation, policy, order or guideline at the City of Aberdeen.

- 6.2.6 The investigating officer shall conduct the interviews. The Human Resources Director may attend the interview if they so choose.
- 6.2.7 The investigating officer shall be responsible for gathering, securing and documenting evidence, including photographs.

6.3 Contacting Law Enforcement

- 6.3.1 If, in the course of the investigation, the investigating officer/supervisor determines or suspects a criminal act may have occurred, he/she will immediately suspend the disciplinary investigation and contact the Human Resources Director.
 - 6.3.2 The Human Resources Director shall communicate the findings of the investigating officer to the Fire Chief or designee who will make the determination to involve law enforcement representatives.
 - 6.3.3 The City's investigation will not resume until law enforcement has declined to prosecute an individual.
 - 6.3.4 If law enforcement determines the incident to be a criminal act, the City retains the right to impose disciplinary action on involved personnel pursuant to City policy.
- 6.4 At the conclusion of the City's investigation, a determination shall be made concerning the appropriate disciplinary action. For disciplinary actions beyond verbal and written reprimands, due process shall include:
- 6.4.1 Written notice to the affected employee of the intended disciplinary action
 - 6.4.2 The date the action will take place and conclude, if applicable
- 6.5 The specific grounds and facts upon which the action is based. The member shall have the opportunity to respond to the charges either orally or in writing.
- 6.6 A report of the offense and penalties imposed shall be recorded in the member's personnel file.

6.7 At the conclusion of the City's investigation, a report of the findings of the investigation shall be completed by the investigating officer. Included with this report will be a summary page titled Findings Recommendation. The Finding1 Recommendation will include one of four categories:

1. *Unfounded* - the allegation is not factual and/or the incident did not occur as described
2. *Exonerated* - The alleged incident occurred, but it does not meet the criteria of disciplinary action
3. *Non-sustained* - There is insufficient factual evidence either to prove or disprove the allegation
4. *Sustained* - The allegation is supported by sufficient factual evidence and meets the criteria for disciplinary action

Determination shall be made concerning the appropriate disciplinary action based on this report.

7.0 **Documentation**

7.1 All officers and supervisors are responsible to properly and completely document personnel behavior. Notations of coaching, counseling and training, or a verbal reprimand shall be documented. These notations shall be considered in the completion of the person's annual performance evaluation.

7.2 Documentation of disciplinary actions beyond that of coaching, counseling and training shall be placed in the member's personnel file per the City Personnel Policy.

No documents shall be removed from personnel files once the documents have been officially included, except as provided for in the Personnel File Policy.

- 7.3 When three years have passed after the issuance of a verbal reprimand, the City shall not consider the reprimand in any personnel decisions, including disciplinary, assignment, and promotional decisions. When five years have passed after the issuance of a written reprimand, the City shall not consider the reprimand in any personnel decisions, including disciplinary, assignment, and promotional decisions. When seven years have passed after the issuance of a suspension, the City shall not consider the suspension in any personnel decisions, including disciplinary, assignment, and promotional decisions.

The above conditions are providing:

- There have been no further disciplinary actions documenting similar behavior in the past three years;
- There has been no disciplinary action of any type resulting in a written reprimand or suspension in the past three years.
- Any form of discipline does not preclude an employee from seeking promotional opportunities.

8.0 Imposition of Disciplinary Action

- 8.1 Upon completion of the investigation the Fire Chief shall weigh the evidence, review the case with the Human Resources Director as appropriate, and determine the appropriate disciplinary action. The findings of that Fire Chief shall be conclusive. No member shall be charged or tried by another officer for the same offense.
- 8.2 Disciplinary action shall commence within twenty (20) calendar days after the time the officer or supervisor became aware of the offense; provided, however commencement of disciplinary action may be delayed (a) if the member is on leave or vacation, but disciplinary action shall commence within ten (10) calendar days of the day he/she return to work; and (b) if, pursuant to Section 6.3, the City suspends its investigation to await the completion of a law enforcement investigation, but disciplinary action shall commence within ten (10) calendar days of the date the City is notified of the law enforcement's decision either not to prosecute or that an incident was a criminal act.

8.3 Under circumstances where severe offenses such as intoxication or insubordination have occurred, the individual's supervisor shall have the authority to immediately remove from duty any offending member under his/her command and place them on paid administrative leave until the Fire Chief or designee can be contacted.

9.0 **Misuse of Authority** (see 2.6 for definition)

9.1 Subordinates may bring charges against supervisors for misuse of authority. Any violation of Rules, Regulations or Orders noted by subordinates should be reported, in writing, to the offending supervisor's immediate superior.

9.2 When the accused is the Chief of the Department, a Disciplinary Hearing Board shall be convened consisting of the Civil Service Commission.

APPENDIX A - GUIDELINE FOR DISCIPLINARY ACTION
(Listed Alphabetically)

Note: Disciplinary actions listed in this guide are not absolute or necessarily appropriate in each case. When selecting the appropriate action, consider departmental and other rules, severity of violation, past record, extenuating circumstances, past department practices, and the level of discipline required to modify behavior. It remains at the discretion of management to decide if circumstances warrant beginning the progressive discipline process at a higher step, including recommending termination in appropriate cases, or progressing to recommending termination for repeated violations. All Disciplinary actions will be reviewed by the City's Human Resources Director.

Violation	1st Offense	2nd Offense	3rd Offense	4th Offense	5th Offense
Absent without leave (AWOL)	Written reprimand	Suspension	Termination		
Dereliction of Duty	Written reprimand	Suspension	Termination		
Destruction of City property, negligent	Verbal reprimand	Written reprimand	Suspension	Termination	
Destruction of City property, willful	Written reprimand	Suspension	Termination		
Dishonesty	Written reprimand	Suspension	Termination		
Failure of good conduct tending to injure the public service	Written reprimand	Suspension	Termination		
False testimony or making false statements knowingly given for the purpose of influencing the outcome of any official disciplinary investigation.	Suspension	Termination			

Felony, commission of	Termination				
Insubordination	Written reprimand	Suspension	Termination		
Intoxication while on duty (See Substance Abuse policy)	Suspension	Termination			
Late/Tardy: In excess of one (1) late arrival (tardy) within a twelve (12) month period	Verbal reprimand	Written reprimand	Suspension	Termination	
Leaving assigned position without being properly relieved	Written reprimand	Suspension	Termination		
Misdemeanor involving sex offenses, theft or drugs, commission of	Suspension	Termination			
Misdemeanor-Gross, commission of	Suspension	Termination			
Misuse of authority by supervisors	Written reprimand	Suspension	Termination		
Policy violation	Verbal reprimand	Written reprimand	Suspension	Termination	
Rules and Regulations violation	Verbal reprimand	Written reprimand	Suspension	Termination	
Sexual Harassment (See Sexual Harassment policy)	Written reprimand	Suspension	Termination		
Sexual Harassment Retaliation (retaliating against someone who has filed a complaint)	Suspension	Termination			

Sexual Harassment with physical assault	Termination				
Sick Leave Abuse	Verbal reprimand	Written reprimand	Suspension	Termination	
Standard Operating Guidelines (Procedures) violation	Coaching, counseling and training	Verbal reprimand	Written reprimand	Suspension	Termination
Supervisor's failure to enforce City rules, regulations, guidelines, procedures and policies.	Written reprimand	Suspension	Demotion		

APPENDIX C – ABERDEEN FIRE DEPARTMENT SUBSTANCE ABUSE POLICY

1. Overview

The City and the Union recognize substance abuse by employees is a threat to the public welfare and the safety of department personnel. It is the goal of this policy to eliminate, prevent and correct substance abuse through education and rehabilitation of the affected personnel. The use of alcohol or unauthorized drugs shall not be permitted at the City's work sites and/or while an employee is on duty, nor shall an employee report for duty or be allowed to remain on duty under the influence of alcohol, or drug(s) that impairs their ability to safely perform their duties.

While the City wishes to assist employees with alcohol or substance abuse problems, safety is the City's first priority. Therefore, employees must not report for work or continue working if they are under the influence of, or impaired by, the substances listed in Sections 39.5, 39.7, and 39.6 of this article. Employees participating in treatment programs are expected to observe all job performance standards and work rules.

Nothing in this Substance Abuse Article shall be intended to alter the City's right to discipline or discharge employees for violations of City policy, either related or unrelated to drug and/or alcohol use.

2. Informing Employees About Drug and Alcohol Testing

All employees shall be fully informed of this substance abuse testing article. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance as part of new hire orientation. In addition, the City shall inform the employees on how the tests are conducted, what the tests can determine and the consequence of testing positive for drug or alcohol use. No employee shall be tested before this information is provided to him/her. Employees who voluntarily come forward and ask for assistance to deal with a drug or alcohol problem prior to any incident involving serious injury or significant property damage shall not be disciplined by the City for substance abuse as a result of the request.

The City encourages employees to seek treatment for drug and alcohol abuse voluntarily. To encourage employees to do so, the City makes available the Employee Assistance Program (EAP). Any employee who notifies the City of alcohol or substance abuse problems will be given the assistance offered to employees with any other illness. As with other illnesses, the City may grant sick leave, vacation leave or leaves of absence without pay for treatment and rehabilitation of drug and alcohol abuse.

Any decision to voluntarily seek help through the EAP, or privately, will not interfere with an employee's continued employment or eligibility for promotional opportunities.

Information regarding an employee's participation in the (EAP) will be maintained in confidence.

3. Employee Testing

Section 1. Reasonable Suspicion Testing. Unless otherwise required by federal law, employees shall not be subject to random urine testing or blood testing or other similar or related tests for the purpose of discovering possible drug or alcohol abuse, except under the terms of a second chance agreement. If the City has reasonable suspicion to believe an employee's work performance is impaired due to drug or alcohol use, the City may require the employee to undergo a drug and/or alcohol test consistent with the conditions set forth in this article.

Reasonable suspicion for the purposes of this article is defined as follows: The City's determination that reasonable suspicion exists shall be based on specific, articulated observations concerning the appearance, behavior, speech or body odors of an employee and shall include, as a minimum, a written report documenting objective, measurable changes in an employee's work performance due to unauthorized drug or alcohol use by two (2) observers who have opportunity to observe these changes.

1. Post Incident/Accident Testing

- a. Employees may be required to undergo urine, breath, saliva, and blood testing if they are a driver involved in a motor vehicle accident (MVA) with an Agency vehicle.
- b. Following an MVA, the driver shall be tested as soon as possible, but not to exceed eight (8) hours from the time of the accident.
- c. Nothing in this section shall be construed to require the delay of necessary medical attention for an injured employee following an MVA.

Section 2. Sample Collection The collection and testing of samples shall be performed only by a laboratory and interpreted by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall be one that is certified by the National Institute of Drug Abuse (NIDA). The local laboratory chosen must be agreed to by the Union and the City. The results of employee tests shall be made available to the Medical Review Officer (MRO).

Collection of blood, saliva, or urine samples shall be conducted in a manner which provides for the highest, reasonable degree of security for the sample and freedom from adulteration. Blood or urine samples shall be submitted as per NIDA standards including the recognized chain of custody procedures. Employees have the right to request Union and/or legal representation to be present during the submission of the sample. However, unless the employee's Weingarten rights (NLRB vs. Weingarten, Inc. 420 U.S. 251, 88 LRRM 2689) should require otherwise, the submission of the sample may be required with or without a Union and/or legal representative being present. Employees shall not be witnessed while submitting a urine specimen. Prior to

submitting to a urine, saliva, or blood sample, the employee will be required to sign consent and release form as attached to this article.

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 scientifically acceptable preserved manner as established by NIDA approved facility. 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 laboratory's paperwork and specimen shall be destroyed.

Tests shall be conducted in a manner to ensure an employee's legal drug use and diet does not affect the test result.

Section 3. Drug Testing. The laboratory shall test for only the substances and within the limits as follows for the initial and confirmatory test as provided within NIDA standards. The initial test shall use an immunoassay test procedure, which meets the requirements of the Food and Drug Administration (FDA) for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs:

1. INITIAL TESTING:

Cocaine metabolites	300 ng/ml
Opiate metabolites ¹	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1,000 ng/ml

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

If initial test results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's files. Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the following listed cutoff values.

2. CONFIRMATORY TESTING:

Cocaine metabolites	150 ng/ml
Opiate metabolites	
Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	
Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml
Benzoylecgonine	

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

Drug test results gathered under this article shall not be voluntarily turned over to any party in a criminal investigation or prosecution, except by subpoena.

Section 4. 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 properly qualified to perform the tests utilizing appropriate equipment. An initial positive alcohol level shall be 0.04 grams per 210 L. of breath. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's files. Only specimens identified as positive on the initial test shall be confirmed using a blood alcohol level. Sample handling procedures, as detailed in Section 39.4, shall apply. A positive blood alcohol level shall be 0.04 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 files.

Section 5. Marijuana Testing. In the State of Washington, marijuana is legal under state law, both as a prescription medication and as a drug used for recreational purposes.

Employees shall not be under the psychoactive effects of marijuana causing motor impairment while on duty. Marijuana metabolites can stay in a person's blood for weeks after the psychoactive effects of the drug have completely subsided. In addition, certain topical medications containing marijuana, do not cause any psychoactive effects, but can still result in a positive test for marijuana.

A saliva test shall be used to screen for the psychoactive effects of marijuana use, and if positive, shall be confirmed by a blood test performed by a qualified laboratory. This screening test shall be performed by an individual properly qualified to perform the tests utilizing appropriate equipment. An initial positive level shall be 5 nano grams per milliliter of Delta-9-tetrahydrocannabinol. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's files. Only specimens identified as positive on the initial test shall be confirmed using a blood test.

Sample handling procedures, as detailed in Section 39.4, shall apply. A confirmatory test shall also test for the psychoactive effects of marijuana usage. A positive blood level shall be 5 nano grams per milliliter of Delta-9- tetrahydrocannabinol. If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee's files.

If the employee tests positive for marijuana, the MRO will make a determination, based on current scientific data and other evidence, if the marijuana more than likely caused the behavior or impairment that resulted in the administration of the drug or alcohol test. If the MRO determines marijuana was not the likely cause of the behavior or impairment that resulted in the administration of the drug or alcohol test, the MRO will not release any results of the marijuana portion of the drug test to the City.

4. Medical Review Officer

The MRO shall be chosen by the agency which is agreed upon between the Union and the City and must be a licensed physician with a knowledge of substance abuse disorders. The MRO shall be familiar with the characteristics of tests (sensitivity, specificity and predictive value), the laboratories conducting the tests and the medical conditions and work exposures of the employees.

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

5. Laboratory Results

The laboratory will advise only the employee and the MRO of any positive results. The results of any positive drug or alcohol test can only be released to the City by the MRO once he/she has finished review and analysis of the laboratory's test. Unless otherwise required by law, the City will keep the results confidential and shall not release them to the general public.

6. Testing Program Costs

The City shall pay for all costs involving drug and alcohol testing. The City shall also reimburse each employee for their time and expenses including travel incurred involving the testing procedure only.

7. Rehabilitation Program

Any employee who tests positive for a substance listed in Sections 39.5 and 39.6 of this article shall be medically evaluated, counseled and treated for rehabilitation as recommended by the Substance Abuse Professional (SAP). In the event the employee disagrees with the treatment recommended by the SAP, the employee may choose to obtain a second opinion from a qualified physician of his/her choice, at their own expense. Employees who complete a rehabilitation program may be re-tested randomly, without notice, for one (1) year following completion of a rehabilitation program.

An employee may voluntarily enter rehabilitation without a requirement or prior testing. Employees who enter the program on their own prior to any to any incident involving serious injury or significant property damage shall not be subject by the City to random re-testing. 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 one (1) year period following completion of rehabilitation, the employee will be re-evaluated by an SAP to determine if the employee requires additional counseling and/or treatment. The employee will be solely responsible for any costs, not covered by medical benefits/insurance, which arise from this additional counseling or treatment.

Nothing in this Substance Abuse Article shall be intended to alter the City's right to discipline or discharge employees for violations of City policy, either related or unrelated to drug and/or alcohol use.

Section 1. Duty Assignment After Treatment. If the duty assignment for an employee is modified or changed as a result of a rehabilitation program, then after an employee successfully completes his/her rehabilitation program, the employee shall be returned to the regular duty assignment held prior to the rehabilitation program. Once treatment (including any second-chance agreement) and follow-up care is completed, and one (1) year has passed with no further violations of this article, the employee's records related to drug and alcohol testing shall not be used to deny promotion opportunity or take disciplinary actions against such employee.

All records related to drug and alcohol testing (including rehabilitation) shall be maintained in medical file in a secure location with controlled access. These records shall be kept separate from records pertaining to Section 39.11 Duty Assignment after treatment for the protection of the individual employee and the City.

8. Right of Appeal

The employee has the right to challenge the result of the drug or alcohol test and any discipline imposed in the same manner that he/she may grieve any other City action.

9. Savings Clause

The City and Union have agreed upon this Article in good faith and with the understanding its provisions are consistent with applicable law. In the event any of the provisions of this Article are determined to be illegal by a court of competent jurisdiction or inconsistent with applicable law, the remainder of this Article shall remain in effect and the parties shall meet to negotiate a replacement provision. The Union shall be held harmless for the violation of any worker rights arising from the administration of the drug and alcohol testing program as set forth herein or the City's Substance Abuse Policy, which shall apply uniformly to bargaining unit members; provided, if there are any conflicts between the provisions of this Article and the City's Policy, this Article shall govern.

Consent for Sampling and Release of Information Form

Subject to my rights under Article 29 of the Collective Bargaining Agreement between Local 2639 of the IAFF and the City, I consent to the collection of a urine/blood/saliva sample by _____

and its analysis by _____, for those drugs specified in the Collective Bargaining Agreement.

The laboratory administering the tests will be allowed to release the results to the City only after the laboratory's results have been reviewed and interpreted by the Medical Review Officer (MRO). The information provided to the City shall be only whether the tests were confirmed positive or were negative and not any 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 I have the right to my complete test results and 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 a second laboratory of my choice at my expense in the event the test results are confirmed positive.

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

I understand a confirmed positive test may result in a requirement that I enter into a second chance agreement that includes a requirement 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 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.

Emp.# Employee Name

Date Employee Signature

Emp.# Witness Name

Date Witness Signature

I understand I have the right to request Union representation and my choice is:

I choose to request Union representation Signature

I choose not to request Union representation Signature

APPENDIX D – ABERDEEN FIRE DEPARTMENT CONTRACT DEFINITIONS

Base salary: includes medical certification pursuant to Article 10, Section 2. For purposes of calculating overtime and/or retirement, the salary shall be:

Base Salary (described here) + Education + Longevity + any applicable Specialty Pay
(pursuant to Article 10, Section 3)

Emergency Medical Coordinator (E.M.C.): shall be a paramedic, and may be appointed from any rank, and serves at the discretion of the Fire Chief. Appointment and removal, and performance of E.M.C duties, is not subject to the grievance procedure or Civil Service review. The performance of Firefighter/Paramedic duties by the employee serving as E.M.C. on shift or on ambulance transfer, shall be considered separate from E.M.C. duties and remain subject to Civil Service Rules and Regulations. Civil Service classification is retained, and appointed personnel shall return to their classification upon termination of appointment.

Fire Department Safety Officer: will be appointed from the ranks of Captain or Battalion Chief and serves at the discretion of the Fire Chief. The Fire Department Safety Officer must have a minimum of ten years as an Aberdeen Fire Fighter, two of which must have been as a Captain or Battalion Chief. Appointment and removal, and performance of Fire Department Safety Officer duties, is not subject to the grievance procedure or Civil Service review. Civil Service classification is retained, and appointed personnel shall return to their classification upon termination of appointment.

Training Officer: will be appointed by and serve at the discretion of the Chief. The Chief shall designate one Training Officer to serve as the lead responsible for establishing the roles of the other Training Officers. Appointment and removal, and performance of Training Officer duties, is not subject to the grievance procedure or Civil Service review. Civil Service classification is retained, and appointed personnel shall return to their classification upon termination of appointment.