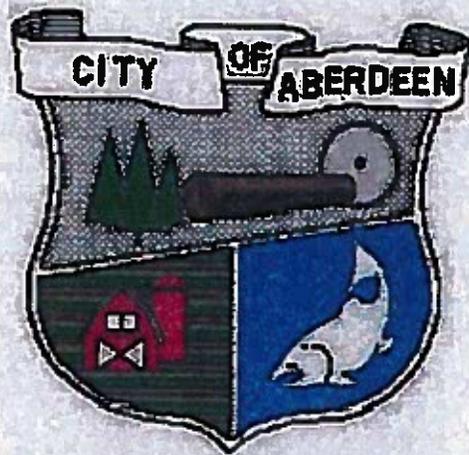


**2017-2019  
COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN THE**

**CITY OF ABERDEEN**



**AND THE**

**ABERDEEN FIRE FIGHTERS, IAFF LOCAL 2639**



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## **AGREEMENT**

**THIS AGREEMENT** is entered into November 9, 2016, by and between the CITY OF ABERDEEN, hereinafter referred to as the "Employer", and LOCAL 2639, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereinafter referred to as the "Union".

**IT IS AGREED** between the parties that this Agreement will commence on January 1, 2017, unless otherwise stated herein, and will terminate on December 31, 2019, subject to the terms and conditions set forth herein, and is intended to replace the previous contract of the parties.

### **ARTICLE 1 - RECOGNITION**

The Employer 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 Employer 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 Employer 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 Employer agrees to notify the Union and bargain the effects of such.

## **ARTICLE 5 - GRIEVANCES**

Grievances or disputes which may arise from the interpretation of this Agreement, as applied to the employees covered under this Agreement, shall be settled in the following manner:

If an employee has a grievance he should discuss the grievance with his immediate supervisor within thirty (30) days of knowledge of its occurrence. In computing any period of time under this Article, all City-recognized holidays will be excluded, as will the day of occurrence. Also, if the last day of any time period discussed in this Article falls on a Saturday, Sunday, or City recognized holiday, the time period will be extended until the next day that is not a Saturday, Sunday, or City recognized holiday. If the grievance is not resolved the employee shall submit said grievance in writing to the Union Grievance Committee. The Union Grievance Committee shall make a determination whether the grievance is valid. If the Union Grievance Committee finds the grievance to be valid and general in its effect, it shall advise the Fire Chief in writing and set forth the circumstances of the grievance, the section of this Agreement alleged to have been violated, and any other pertinent facts available. The grievance shall be submitted to the Chief within thirty (30) days of the discussion with the immediate supervisor, or within sixty (60) days of knowledge of its occurrence if not discussed with the immediate supervisor. The Fire Chief, or his appointed agent, shall reply to the employee in writing within ten (10) days of receipt. If the grievance has been found of a general nature, the Union Grievance Committee shall be advised by the office of the Fire Chief of any decision. If the grievance is not resolved to the satisfaction of the Union Grievance Committee, the Committee shall, within ten (10) days after the receipt of the Fire Chief's response notify the Mayor that a grievance exists and ask for a resolution to the grievance. The Mayor shall reply to the employee in writing within ten (10) days of receipt. If there is not any resolution of the grievance to the satisfaction of the Union

Grievance Committee within ten (10) days of presentation, either party may submit the matter to binding arbitration in the following manner. The matter shall be submitted to a Board of Arbitration made up of one member selected by the Employer, one member selected from the Union, and a labor mediator from the Public Employment Relations Commission or an arbitrator from the American Arbitration Association. If the parties fail to agree as to the third arbitrator, they may petition the Grays Harbor Superior Court for the appointment of a third arbitrator. If the third arbitrator is selected from the American Arbitration Association each party shall bear one-half of the cost.

The Employer and Union both want grievances to be resolved as quickly as possible. Time is of the essence in this grievance procedure. Failure of the Employer to comply with any time limitation of the procedures in this Article shall allow the Union to automatically advance the grievance to the next step without waiting for the Employer's reply at the previous step. Failure by an employee or the Union to comply with any time limitation of the procedure in this Article shall bar advancing the grievance any further through the grievance process. The Employer and Union may extend the time limits for stated periods of time by mutual written agreement.

#### **ARTICLE 6 - UNION MEMBERSHIP**

All employees covered by this Agreement shall pay to the Union all dues and other fees but shall not be obligated to join the Union.

#### **ARTICLE 7 - PAYROLL DEDUCTION**

The Employer agrees to deduct, once each month, dues and assessments in amounts certified to be current by the Treasurer of Local 2639 from the pay of those employees who individually request in writing that such deductions be made. The total amount of deductions shall be remitted by the Employer to the Treasurer of the Union.

#### **ARTICLE 8 - UNION OFFICIALS TIME OFF**

The city agrees to allow time off with pay not to exceed seven shifts (168 hours) annually for the bargaining unit for a union officer or his or her duly appointed representative to attend State or National seminars, State or National conferences, or State LEOFF board meetings, providing the absence of the employee does not reduce the daily staffing level at the beginning of the shift below that established by the Chief of the department. The union shall submit its request for such time off in writing at least two calendar days prior to the requested date of departure.

#### **ARTICLE 9 - SENIORITY**

Seniority of employees for all purposes other than layoff, promotions, and out of classification appointments, and order of vacation selection shall be computed from the original date of employment with the City providing such employment has been continuous. This does not eliminate military service. 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.

## **ARTICLE 10 - SALARIES**

**Section 1.** Effective on January 1, 2017, all of the members of Local 2639's bargaining unit shall receive a one percent (1.0%) across the board wage increase over the salary schedule in effect as of December 31, 2016. Effective January 1, 2018, all of the members of Local 2639's bargaining unit shall receive a one percent (1.0%) across the board wage increase over the salary schedule in effect as of December 31, 2017. Effective January 1, 2019, all of the members of Local 2639's bargaining unit shall receive a two percent (2.0%) across the board wage increase over the salary schedule in effect as of December 31, 2018.

**Section 2.** Employees working as Paramedics shall be paid 10.0% in addition to their base salary; E.M.T.'s shall be paid 2.0% in addition to their base salary; E.M.T.'s with IV Technician certification shall be paid 4.0% 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.

Effective January 1, 2017, the premium pay for employees with E.M.T. certification shall be rolled into the base wage (eliminating the "A" range on the 2016 salary schedule and using the 2016 "EMT-B" range as the new base wage). The intent of the change in the salary schedule is to eliminate the separate 2.0% premium pay for E.M.T.'s while at the same time increasing the base wage for all employees by an off-setting 2.0%. Also effective January 1, 2017, the premium pay for E.M.T.'s with IV Technician certification shall be reduced from 4.0% to 2.0% in addition to their new base salary (the "EMT-B" range on the 2016 salary schedule) and employees working as Paramedics shall be paid 10.0% in addition to their new base salary (in effect, a 2.0% increase in the Paramedic premium pay). The above premium pay shall be included within base salaries for purposes of calculating retirement and overtime pay.

**Section 3.** Effective January 1, 2017, employees working as paramedics shall receive \$100 for each ACLS, PALS, PEPP, or Critical Care Transport class attended while off-duty where attendance at the class is required to maintain paramedic certification.

**Section 4.** The 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. The 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. There shall be three Training Officer positions. Training Officers 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 E.M.C., Fire Department Safety Officer, or Training Officer duties, is not subject to the grievance procedure or Civil Service review. However, 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. An E.M.C., Fire Department Safety Officer, or Training Officer retains his or her Civil Service classification and shall return to that classification when service as an E.M.C., Fire Department Safety Officer, or Training Officer is terminated.

The employee serving as E.M.C. shall receive \$300.00 a month in addition to the base pay of the employee and in addition to Paramedic premium pay. The employee serving as Emergency Medical Services Quality Assurance Coordinator shall receive \$100.00 a month in addition to the base pay of the employee and in addition to Paramedic premium pay. The three officers serving as training officers shall receive \$120.00 a month in addition to the base pay of the employees. The employee serving as Safety Officer shall receive \$300.00 a month in addition to the base pay of the employee. The E.M.C., E.M.S. Coordinator, Safety Officer, or Training Officer premium pay shall be included within base salary for purposes of calculating retirement and overtime pay.

**Section 5.** Firefighters promoted to the rank of Driver/Engineer shall go to Step 5 of Range 20F. Firefighters and Driver/Engineers promoted to the rank of Captain shall go to Step 5 of Range 22F (a 10 % increase for Driver/Engineers; a 15% increase for Firefighters). Captains promoted to the rank of Battalion Chief shall go to Step 4 of Range 25F (a 10 % increase).

**Section 6.** Employees working as paramedics may request decertification and a placement at the EMT-IV Tech certification level. If the request is granted, the salary of the employee will not be reduced but the employee will forfeit any future contractual wage increases or promotional differentials until the amount of wage increases forfeited equals the disparity between paramedic premium pay and EMT-IV Tech premium pay. The employee will then begin receiving future contractual wage increases or promotional differentials. Employees requesting decertification shall submit the request in writing to the Chief no later than October 1 of each year. The Chief shall have the sole discretion to grant or deny decertification requests.

## **ARTICLE 11 – E.M.T. CERTIFICATION**

All employees shall, as a condition of employment, obtain Emergency Medical Technician (E.M.T.) certification within one (1) year of their date of hire, at Employer's expense. Failure to obtain and maintain E.M.T. certification shall be considered just cause for termination.

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

**Section 1.** The Chief shall establish normal hours of duty for shift personnel using a twenty seven day cycle so that the average hours on duty do not exceed 49.68 hours per week utilizing a 24 hours on, 48 hours off schedule. A working shift shall be considered as starting at 7:55 a.m. and ending at 7:55 a.m. the following calendar day. To assure compliance with the Fair Labor Standards Act the City agrees to give each employee within the bargaining unit a total of fourteen (14) shifts per year (Kelly Days) for the sole purpose of reducing hours. Kelly Days are not cumulative and employees shall be compensated for Kelly Days as they are used in the schedule to reduce hours worked.

**Section 2.** Battalion Chiefs will be primarily responsible for working with the members of their shift to schedule leave time for those individuals, subject to the Fire Chief's final approval. The parties agree to utilize a "minimum 1 personnel off, maximum 3 personnel off" rule. An important component of the practice of "minimum 1 personnel off, maximum 3 personnel off" is the mutual expectation of both parties that, after the initial scheduling of leave time has been completed, there will still be a number of days throughout the year when only 1 bargaining unit member will be scheduled to be off on leave time, thus allowing the Local's bargaining unit members to have more flexibility in re-scheduling their leave time at a later date throughout the year.

## **ARTICLE 13 – STAFFING**

**Section 1.** The City agrees to maintain a minimum daily staffing level of eight (8) 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 vacant positions on a shift through the voluntary overtime procedure in Article 5, Section 5, the City may order an employee in to work. 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.

## **ARTICLE 14 – DRIVER/ENGINEERS**

The City hereby agrees to fill vacant Driver/Engineer positions as necessary during the period of time when the working conditions that are contained in this Agreement remain applicable to the parties in order to maintain at least six (6) Driver/Engineers at all times.

## **ARTICLE 15 – WORKING 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 a period of twelve (12) hours or more, shall be paid as follows: Acting Drivers shall

be paid at the difference between Range 19-Step 5 (top fire fighter) and Range 20-Step 5 (top driver); Acting Captains shall be paid the difference between Range 20-Step 5 (top driver) and Range 22-Step 5 (top of Captains range), if a firefighter is in the Acting Captain position they shall be paid the difference between Range 18-Step 6 (top fire fighter) and Range 22-Step 5 (top of Captain's range); Acting Battalion Chiefs shall be paid the difference between Range 22-Step 5 (top Captain) and Range 25-Step 4 (next to top of Battalion Chiefs Range). 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 has worked out of classification in a vacant budgeted position for two consecutive calendar months after the position has become vacant shall be paid from the appropriate step for the position he or she is filling. The term "vacant position" excludes any position for which the incumbent is on sick leave, disability leave, leave of absence, or any other leave where he or she has a right of any nature to return to work.

An employee who arranges a shift substitution under Article 5, 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" if the substituting employee assumes the duties of a higher rank for 12 hours or more on the substituted shift.

#### **Vacant Position Defined**

When a position opening on a shift results in a decreased minimum manning level as determined by the administration, 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 "vacancy position" and be subject to the guidelines for filling a 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 ranking 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 vacancy positions.

## **Out of Classification**

Out of Classification shall be recognized when an opening on a shift does not result in a decreased level of manning as determined by the administration.

### **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 for a period of twelve (12) hours or more.

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

- (a) The individual with the highest placement on the most recent civil service promotional list for the position that needs to be filled.
- (b) 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 to the headquarters station 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 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 17 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 considered compensable hours worked unless all of the following criteria are met:

- (a) attendance must in fact be voluntary;
- (b) the employee must do no productive work while attending;
- (c) the program, lecture or meeting is not directly related to the employee's job.

The training is directly related to the employee's job if it aids the employee in handling his or her job more effectively, more efficiently or more safely. 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.** The Emergency Medical Coordinator(s) shall perform those duties specified by the Emergency Medical Coordinator job description during his or her regular shift, unless overtime hours for EMC duties are pre-approved by the Chief.

**Section 4.** 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 nine or ten 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 eight personnel the Department will attempt to call in off-duty personnel to bring the on-duty staffing back up to eight 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 5.** Overtime shall be offered on a rotational basis and in accordance with Article 17. The Chief or his designee will maintain the overtime rotation log. Overtime will be offered to an employee and if the employee works or turns two (2) shifts down, the employee will move to the bottom of the list.

## **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 shift commander and Fire Chief prompt notice of call for jury duty.

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 Employer 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).

**Section 2.** To be compensated for sick leave after the use of two (2) consecutive sick days, the employee shall, upon the request of the Employer, furnish proof of illness which may include a doctor's certificate, and if requested, shall submit to an examination by a City-appointed physician.

**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 his final paycheck. Unearned used sick leave must be returned to the Employer by deduction from accrued sick leave or by a suspension of sick leave accrual after the first twenty-four (24) months of employment.

**Section 4.** 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. At the expiration of the one automatic leave of absence, the individual may apply for a discretionary leave of absence under the City's civil service rules (Civil Service Rule 13).

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 not on approved FMLA leave may continue his or her medical insurance through the third party COBRA administrator pursuant to applicable COBRA rules.

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.

**Section 5.** Effective January 1, 2015, 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 6.** 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 7. 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 8. Sick Leave Cash-out on Separation from Service.** At the time of separation in good standing from 15 or more years of service an eligible employee or, in the case of death, the employee's estate shall be paid twenty-five percent (25.0%) of accumulated sick leave, provided that such payment shall not exceed five thousand dollars (\$5,000.00). The employer, at the employee's discretion, shall purchase an equal dollar amount of additional MERP credits for an employee eligible to receive additional

credits. All payments of such accumulated sick leave shall be based upon the salary in effect at the time of separation of employment.

## ARTICLE 20 - 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. Employees shall not be entitled to use vacation, or cash out unused vacation, until they have completed twelve full months (one year) of employment.

**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 (1-4 years)	120 hours	(5)	10 hours
49-108 months (5-9 years)	168 hours	(7)	14 hours
109-168 months (10-14 years)	192 hours	(8)	16 hours
169-228 months (15-19 years)	216 hours	(9)	18 hours
229-288 months (20-24 years)	240 hours	(10)	20 hours
289+ months (25+ years)	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.** Hours of vacation may be accumulated, provided that no employee may accumulate accrued vacation in excess of the number of vacation hours accrued for the prior twenty-four (24) months in the service of the Employer. Twelve (12) months of accumulated vacation shall be scheduled and used each calendar year. Employees hired between September and December that have completed their first full twelve months of service shall not be required to schedule and use a full twelve (12) months of accrued vacation leave until the next calendar year.

**Section 5.** The scheduling and use of annual vacation hours shall be subject to the approval of the Chief. Exceptions to vacation scheduling may be made by the Chief for individuals returning from disability and also those hired in the latter part of the year. 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 Employer; scheduling of the 24 hours will be applied after all other paid time off for the shift has been chosen.

## **ARTICLE 21 - PAID HOLIDAYS**

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.

## **ARTICLE 22 - BEREAVEMENT LEAVE**

In the event of death in the immediate family of a member of the Union, that employee shall be granted two (2) shifts off duty without loss of pay. Immediate family shall be defined to include: the employee's spouse and children, including stepchildren; mother, father, brothers, and sisters of the employee or spouse; and grandparents and grandchildren of employee or spouse.

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

## **ARTICLE 23 - MEDICAL INSURANCE**

**Section 1.** The Employer 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 Employer 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 Employer 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 AWC Benefit Trust WDS Plan F (with Orthodontia Plan V rider) until the effective date of the transfer to the Northwest Fire Fighters Benefit Trust as provided in Section 1. Members of Local 2639's bargaining unit who have one or more dependents who are covered under the AWC Benefit Trust WDS Plan F will pay 5% of the portion of the dependent premiums for that plan and will continue to pay five percent (5.0%) of the dependent portion after the transfer to the NWFFBT Dental Plan (Incentive Plan 7 + \$2,000 Ortho Rider). The City will continue

to pay all of the other premiums that are associated with that plan, including 100% of the premiums that are applicable to the bargaining unit members themselves.

#### **ARTICLE 24 - LIFE INSURANCE**

The Employer 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 Employer 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 \$3,000 will be paid for funeral expenses of employees who die in the line of duty.

#### **ARTICLE 25 - 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 not to exceed \$75.00 monthly per member. Effective January 1, 2019, the monthly payment made by the City shall be increased to \$100.00 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.

**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 26 – DEFERRED COMPENSATION**

The Employer agrees to deposit monthly to each employee's deferred compensation account a dollar for dollar match up to seventy-five dollars (\$75.00). Effective January 1, 2018, the Employer match will increase to one-hundred fifteen dollars (\$115.00).

**ARTICLE 27 - 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 Employer. The Employer shall provide a washer and dryer at the headquarters station for use by employees and cleaning solution for protective clothing.

**ARTICLE 28 – RESPIRATORY STANDARDS**

The Union recognizes the Employer’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.

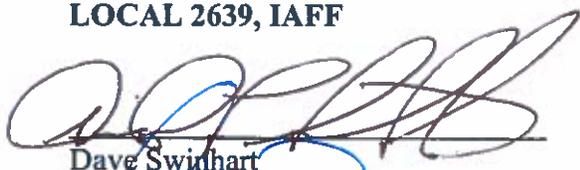
Employees who are reevaluated have the right to have their personal physician, the department physician, or the department licensed health care professional review the medical reevaluation.

**ARTICLE 29 - EFFECTIVE DATE**

The effective date of this Agreement shall be January 1, 2017.

IN WITNESS WHEREOF, the parties have set their hands on November 9, 2016.

**LOCAL 2639, IAFF**

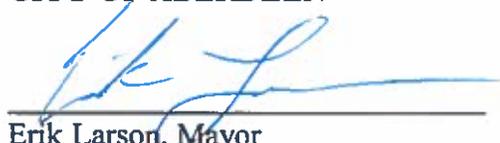


Dave Swinhart



Steve Pratt

**CITY OF ABERDEEN**



Erik Larson, Mayor

Attest:



Mike Folkers, Finance Director