

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (IAFF) Revised 5/17**

AGREEMENT BETWEEN

THE CITY OF OLYMPIA, WASHINGTON

AND

LOCAL #468, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

AFL-CIO

January 1, 2017 - December 31, 2019

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AGREEMENT BETWEEN

THE CITY OF OLYMPIA, WASHINGTON

And

LOCAL #468, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

**Preamble**

This Agreement is entered into by the City of Olympia, Washington, hereinafter referred to as the City, and Local #468, International Association of Fire Fighters, AFL-CIO, hereinafter referred to as the Union.

**ARTICLE 1  
RECOGNITION**

The City recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing wages, hours and other conditions of employment for all full-time uniformed personnel (as defined by RCW 41.56.030(6)) employed in the Olympia Fire Department, excluding:

- A. Chief of the Department
- B. Deputy Fire Chief
- C. Members of the Fire Department who are not uniformed employees as defined by RCW 41.56.

## **ARTICLE 2 UNION BUSINESS**

A. Dues Deduction: Upon receipt of a written and signed form from the member authorizing payroll deduction, the City will deduct each month Union dues from the member's wages in the manner prescribed by law; the amount so deducted shall be mailed each month to the Union.

B. Union Official's Time Off:

1. The City agrees to allow time off with pay for a Union officer or duly appointed representative to attend State or National Conferences, State or National Seminars, or State LEOFF Board Meetings, not to exceed five (5) shifts or one hundred twenty hours (120) or the equivalent day shift conversion rate per year. The Union shall submit its request for such time off in writing at least two (2) calendar days prior to the date of the member's requested date of departure. The request shall state the member's name, Union capacity, requested date of departure, and name of the replacement member of equal classification.

2. Attendance by individual Union members at these or similar functions at the express request of the City shall not be counted toward the allowable five (5) shifts but shall be considered and paid as a regular shift.

3. Time off without pay, as permitted under RCW 41.56.220, shall not be counted toward the allowable five (5) shifts.

4. The Union shall provide for a replacement of equal classification to maintain required manning strength at no cost to the City for each Union member absent due to attendance at such meetings, seminars or conferences unless replacement would be required as the result of attendance at one of the activities specified in paragraph 2. In the event that the scheduled replacement is unable to report for duty, and in the further event that the Union does not supply an alternative replacement, the costs incurred by the City in obtaining a substitute member shall be deducted from the wages of the absent Union member.

C. Union Meeting:

1. The Union shall be permitted to hold no more than eighteen (18) Union meetings per year on City premises between 6:00 p.m. and 11:00 p.m. under the following conditions:

a. The Fire Chief or his designee is given notice of such meeting at least three (3) calendar days prior to the date of any scheduled meeting.

b. That such meetings do not in any way interfere with any prior work assignments, prior departmental commitments or emergency responses.

c. That the designated hours may be modified by mutual agreement of the Fire Chief or his designee and the President of the Union or his designee.

2. It is further agreed that the Union Grievance Committee and the Union Executive Committee may meet on City premises during the hours specified above under the following conditions:

a. That the Fire Chief or his designee is given notice of such meetings at least one (1) calendar day prior to such meeting and subject to the same conditions as are specified above in reference to Union meetings.

b. Union Grievance Committee Meetings and Executive Committee Meetings shall not require the movement of Fire Department personnel or equipment from the stations to which they are assigned during the duration of their duty shift.

3. The Union agrees that no other formal Union business shall be conducted upon the premises without the prior permission of the Fire Chief or his designee.

4. This section is not intended to prohibit casual conversation of Union business between Union members on City premises, provided that such conversations shall not take place in a manner which disrupts Department personnel in the performance of their duties.

D. The Union agrees that its officers, agents, affiliated organizations, and members of the bargaining unit will not solicit merchants, businesses, residents or citizens located within the City of Olympia for contributions, donations or to purchase tickets for any Union sponsored performance or advertising in any Union or Union related publication or associate membership in the Union or any Union related organization without thirty (30) days prior written notice to the City Manager. Such notice shall include the dates such activity shall begin and end, the entities involved in such fund raising and the methods to be employed in the specific campaign.

**ARTICLE 3  
UNION SECURITY**

A. All members who, on the execution date of this Agreement are members of the Union in good standing and all members who voluntarily become members thereafter shall, as condition of employment maintain their membership in the Union for the duration of this Agreement to the extent of paying the periodic dues and special assessments uniformly required as a condition of Union membership.

B. The City and Union agree that when the Union determines that an member has failed to pay and maintain in a current status the initiation fee, dues or assessments established by the Union for membership in good standing as set forth in the Union's bylaws, the Union shall, provide the member and the City with thirty (30) days notification of its intent to initiate discharge action. If, at the end of this thirty (30) day period, the member has failed to bring to a current status the required payment of initiation fees, dues and/or assessments to the Union, the Union shall notify the City and the City shall take such steps as are necessary to discharge the member. It is specifically agreed:

1. That the initiation fees, dues and assessments shall be uniform for all members; and
2. That the sole basis for the City's responsibility to discharge a member shall be failure to maintain such dues, initiation fees and assessments in a current status.

C. The Union agrees to defend, indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the employer as a result of any action taken by the City at the direction of the Union under provisions of this Article.

**ARTICLE 4**  
**MANAGEMENT RIGHTS**

All powers, authorities, functions and rights not specifically and expressly restricted by this Agreement are retained by the City and shall continue to be subject to exclusive management control.

## **ARTICLE 5 SENIORITY**

A. Seniority shall be determined by the date of initial continuous employment. The date of initial employment shall be the actual date the member begins his/her employment. In the event more than one member has the same date of employment, the person with the higher score on the Civil Service examination shall have seniority over members having lower scores on the same dated examination. A member who has not completed one (1) full year of continuous employment shall not be considered to have seniority and shall not be considered to be a regular full-time employee.

B. The City, through the office of the Fire Chief, shall at the first of each year establish two seniority lists which will be posted in all fire stations and a copy of each list sent to the Secretary of the Union. The list shall remain posted for not less than thirty (30) calendar days. Any objections to the seniority lists as posted shall be reported to the office of the Fire Chief within thirty (30) days or it shall stand as posted. One list with the departmental seniority will indicate the seniority of employees within the entire Fire Department. The second list will indicate the seniority of members on each shift and will be adjusted as members are added or lost on that shift throughout the year.

### **C. Reduction in Force**

1. All reductions in force of personnel covered by this Agreement shall be carried out pursuant to the terms of this Article.
2. In the event the City decides to reduce Fire Department personnel, the City shall lay off the employees having the shortest length of service in the Olympia Fire Department.
3. Following a layoff under subparagraph 2 above, the City shall determine, by classification, which positions are to be reduced. Where Captain positions are to be reduced, the employee having the least time in grade as a Captain shall be the employee to be reduced and he or she shall have bumping rights over any retained employee in a lower classification, provided that he or she has previously held permanent status in that classification. Where Lieutenant positions are to be reduced, the employee(s) having the least time in grade as a Lieutenant shall be the employee to be reduced.
4. Members on layoff as a result of reduction shall be recalled according to seniority, provided that those recalled have the demonstrated ability and qualifications to serve in the classification in which the opening exists. No new employees shall be hired until all laid off employees have been given an opportunity to return to work.
5. The Union shall cooperate with the City in maintaining a list of addresses of members who have been laid off. Notice of recall shall be sent by the City to the members at his or her last known address by certified mail with return receipt requested. If any member fails to report to work within twenty-one (21) calendar days from the date of mailing of the notice of recall, that member shall be considered to have terminated his employment with the City, shall cease to have seniority, and the member's name shall be removed from the recall list.
6. In the event that a member is unable to report to work as a result of a bona fide physical or mental problem then the member's name shall not be removed from the list nor shall the member be considered to have quit or cease to have seniority, but rather shall, in the event that the City determines that it cannot await his return, be passed over for recall purposes until the next issuance of notice of recall, provided that the member shall provide the City with notice within the twenty-one (21) calendar working days of his inability to return. It is recognized that the City may require substantiation of the illness or injury alleged to be the cause of failure to report pursuant to a recall notice. If the substantiation is not submitted to the City by the member within seven

(7) calendar days of the receipt of the City's request for substantiation without reasonable cause for any delay in so providing, and in the further event that any such substantiation provided does not reasonably support the member's alleged illness or injury, then the loss of seniority and recall rights shall be imposed.

7. Recall rights for any member shall expire eighteen (18) months from the date of layoff. Written notice of expiration or loss of recall rights shall be sent to the member at his or her last known address by registered or certified mail with return receipt requested.

8. Benefits and seniority shall not accrue during layoff.

9. For purposes of this Article, the classifications to be considered are Battalion Chief, Captain, Lieutenant and Fire Fighter.

**ARTICLE 6  
DISCIPLINARY FILE RECORDS**

A. Disciplinary material in an employee's personnel file may be considered in progressive discipline. Upon the employee's written request to the Fire Chief, documentation of oral reprimand or admonishment may be removed in twelve (12) months, written reprimands and disciplinary documents may be removed at twenty-four (24) months with the following exceptions, which shall supersede the provisions stated above:

1. Any specific date for removal stated on the disciplinary document shall be followed.
2. Discipline for a violation of the City's Administrative guidelines covering Harassment, Discrimination and Workplace Violence shall not be removed from the employee file.
3. Any disciplinary action involving suspension or removal of pay equating to 48 hours or more shall not be removed.
4. Last Chance Agreements shall not be removed unless a removal date or circumstance is specified in the document.

## **ARTICLE 7 UNIFORMS, CLOTHING, AND EQUIPMENT**

A. Protective Clothing: The City shall provide the following protective clothing for each member of the Fire Department: one helmet, one turnout coat with liner, one pair of suspenders, one pair of turnout pants with liner, one pair of gloves, and one pair of NFPA turnout boots, and one winter jacket with patch. This clothing shall be of a quality that is generally accepted as suitable for protection of Fire Fighters, in compliance with WAC 296-305. Such clothing shall remain the property of the City and shall be kept in good and safe condition and replaced as necessary due to normal use, in accordance with Department policies, as determined by the Uniform Committee. In the event of negligent loss or abuse of protective clothing by a member (employee), as determined by the Uniform Committee, the City may, in lieu of discipline, permit the member (employee) to pay for replacement of such protective clothing.

B. Uniforms: The City shall provide uniforms to each new member of the Fire Department as per Department Operating Guidelines. A uniform allowance account is established for each member to cover uniform replacement. Members of Day Shift will be provided with additional funds equivalent to two new "class B" uniforms upon their initial assignment/appointment. The Labor-Management Team will determine the uniform menu and will evaluate the uniform account allowance for all workgroups.

C. Equipment: In recognition of working a 24-hour shift, the City will install an internet connection at each station to be used for access to the internet. Access to the internet through this connection may be for non-business related purposes yet shall be consistent with the City's Policy 3-Discrimination and Harassment and the City's vision and values.

The City will be responsible for the coordination of the installation and payment of this internet connection; maintenance and repair of this internet connection will be the responsibility of the contracted internet service provider(s). The union will be responsible for any maintenance and repair of equipment utilized to access the internet through this connection. Any modifications to this connection (e.g. change to wireless) must be coordinated with the City to ensure no interference with the existing operating network/systems.

**ARTICLE 8**  
**HEALTH AND SANITATION**

A. The City shall provide beds, clean bedding at regular intervals and towels for each member. Shower facilities will be provided with bathroom facilities at each Fire Station operated by the City. The City shall provide and maintain first aid supplies at each Fire Station. The City and the Union shall cooperate fully in matters of safety, health and sanitation affecting the members.

B. The Fire Chief shall issue, and may from time to time revise, written guidelines specifying reasonable safety practices which shall be followed by Department personnel at the scene of emergency operations in the fulfillment of their assigned responsibilities.

## **ARTICLE 9 INSURANCE AND RETIREMENT**

The City agrees to allow the Union to purchase its own medical, dental and vision plans through the Northwest Fire Fighters Benefits Trust (NWFFT).

A. Employee and Dependent Dental/Orthodontia: Beginning July 1, 2017, the City will pay the NWFFT the entire dental premium costs for the member and his/her dependents (if any) for the NWFFT Delta Dental of Washington Incentive Plan 7 and Orthodontia \$1,000 Plan.

### **B. Employee Medical**

1. Beginning July 1, 2017, the City agrees to pay to the NWFFT enough to cover the cost of the NWFFT \$1,500 Deductible Plan medical and vision premiums for the employee on a monthly basis. Costs for dependent coverage shall be shared as called for in Article 9-D.

2. Union members will be able to choose between the NWFFT \$1,500 Plan and the AWC Group Health Co-Pay Plan 2.

3. Beginning July 1, 2017, the Union agrees to provide coverage for LEOFF 1 retirees through the NWFFT Labor First and Plan \$50 Retirees plans. The City agrees to pay the NWFFT an amount that covers the premiums for the NWFFT LEOFF 1 plans on a monthly basis.

4. With 90 days' notice the parties agree that the Union may negotiate to return to the AWC Healthcare plans offered at that time by the City

5. The Union agrees that if at any time the NWFFT ceases to provide coverage for LEOFF 1 retirees or changes the plan to the detriment of the City (costing the City more than currently being paid); the Union members will revert to the AWC Healthcare plans being offered at that time.

6. The Union agrees that all administration of the NWFFT Healthcare plans will be done by individuals outside the City of Olympia staff, and that any calls to City staff regarding NWFFT Healthcare plans will be referred to the NWFFT plan administrator. The Union agrees to provide contact information to the City where employees questions about the NWFFT Healthcare plans can be referred

7. The Union, through its Medical Plan Administrator, agrees to annually (month of January) provide the City a Certification stating that all members of the Union have been given the opportunity to accept insurance with the NWFFT and a list of all employees that have accepted the insurance offer, and those members opting out of insurance with the NWFFT.

### **C. Cost Containment**

1. For 2017, the cost to the City for NWFFT \$1,500 Deductible medical plan, Delta Dental of Washington Plan 7, Delta Dental Orthodontia \$1,000 Plan and vision plan (NWFFT Plans) shall not exceed the cost of the AWC Healthfirst medical plan, AWC Washington Dental Service Plan F, Washington Dental Service Orthodontia Plan III, and vision plans and premiums in effect as of July 1, 2017, including any discounts earned by the City.

2. For 2018 and 2019, the cost to the City for the NWFFT Plans shall not exceed the cost of the AWC Healthfirst 250 medical plan, Washington Dental Service Plan F, Washington Dental Service Orthodontia Plan III, and vision plans and premiums in effect as of January 1 of that year including any discounts earned by the City.

3. Any costs above the AWC plan premiums (medical, dental, vision) in effect in 2017, 2018, and 2019 shall be

borne by the employee.

4. If at any time during this contract period either the AWC Regence Healthfirst 250 Plan or NWWFT \$1,500 Plan coverages see reduced coverages from their current levels, both parties agree to bargain the impacts on the savings available to pay for member VEBA contributions.

5. For 2018 and 2019, the cost to the City for NWWFT LEOFF 1 coverage shall not exceed the cost of the 2018 and/or 2019 AWC Med Advantage and Plan A premiums. If the NWWFT LEOFF 1 plans do exceed the cost of the AWC plans, both parties agree to bargain the impacts.

D. Dependent Medical: Any premium increases for dependent medical insurance coverage for each participating member, as provided by the City, shall be shared by the City and the member, with fifty percent (50%) of any such increase paid by the City and fifty percent (50%) of any such increase paid by the member through payroll deduction, provided, however, that the amount paid by the member shall not exceed fifteen percent (15%) of the total dependent medical insurance premium. Thereafter, the City and the member shall continue to equally share any increases in premium costs until such time that the City shall pay eighty-five percent (85%) and the member shall pay fifteen (15%) of the total premium.

E. Life Insurance: The City agrees to provide and pay the premium for \$7,000.00 (seven thousand dollars) life insurance coverage for each participating member.

F. Disability Insurance: The City and the Union will designate one (1) disability income protection insurance plan to be made available to members on an optional basis. The full cost of the plan shall be paid by the participating members through payroll deduction.

G. Retirement: The City shall cover members of the bargaining unit in accordance with the applicable State pension system requirements.

H. Optional Insurance Benefits: Benefits are made available to members that members pay 100% of the premiums through payroll deduction. Examples include, but are not limited to, flexible spending accounts, and disability insurance. Members, who subscribe, will be fully responsible for any premium increase for such optional benefits.

I. Health Premium Reimbursement Trust: The city shall contribute \$100.00 per month to the Washington State Council of Firefighter's Medical Expense Reimbursement Plan of each member of the bargaining unit.

J. VEBA

1. For 2017, the City will contribute \$1,000 per year for a member and \$2,000 per year for a member with dependents to the Voluntary Employees' Beneficiary Association (VEBA) Plan administered by Benefit Plan Administrative Services (BPAS). The 2017 contribution will be a lump sum contribution on July 20, 2017. Members who exceed their \$1,000/\$2,000 out of pocket for medical expenses, can, with documentation of expenses, be awarded up to an additional \$500 for a member and \$1,000 for a member with dependents for 2017 only, up to a maximum of \$80,000 for all members combined (including members of the Assistant Chiefs bargaining unit).

2. For 2018 and 2019, the City will contribute \$2,000 per year for a member and \$4,000 per year for a member with dependents to the VEBA plan administered by BPAS. The VEBA contributions for 2018 and 2019 will be distributed to all active members in twelve (12) monthly installments. If a member is not an active member for the full twelve (12) months, the member will only receive a prorated share based upon the number of months employed.

3. VEBA contributions for future contracts will be made based on the savings available in comparing the AWC Healthfirst, Plan A, and MedAdvantage Plan premiums to the NWFFT \$1,500 Plan, Labor First, and Plan \$50 Retirees plan premiums. At no time during this contract period will member VEBA contributions exceed \$2,000 per year for member and \$4,000 per year for a member with dependents.

K. Deferred Compensation: It is mandatory that all bargaining unit members defer 6% of their salary in the deferred compensation program.

L. Deferred Compensation Plan: Members shall be afforded the option of selecting ICMA-RC or Nationwide as their deferred compensation program. Members are allowed to have funds in both programs, although members are eligible to contribute to only one program each calendar year, and may elect to change programs during the designated City open enrollment period.

Members may obtain a deferred compensation loan through either ICMA or Nationwide. Members are not allowed to have simultaneous loans through both providers. Members must follow the City's established guidelines and procedures for application, repayment, and terms. The City will observe all federal laws pertinent to this program. Members' failure to repay loan amounts and delinquency of loans could jeopardize the continued availability of the loan program and possibly the tax-exempt status of the entire plan. The IRS may amend/modify or eliminate the guidelines of the program at any time. Should the program be discontinued, any outstanding loans would continue, but no future loans would be granted. Should the City determine that it cannot continue with the program, they will discuss first with the union; ultimately, however, the City may discontinue this program at any time and for any reason.

M. Medical Opt-Out Incentive: Employees who opt out of the City's and/or NWFFT Medical Insurance plans shall receive \$250 per month in lieu of any City provided medical insurance benefits provided Federal or State Law allows. Notification of those members who opt out of the NWFFT plans shall be provided by the NWFFT Plan Administrator. Effective January 1, 2017, neither employee of a married employee couple covered by the City insurance may receive the \$250 opt out provision for refusing the City's insurance.

## **ARTICLE 10 GRIEVANCE PROCEDURE**

- A. The purpose of this procedure is to provide for an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure. Union-Management meetings involving grievances or these procedures shall be scheduled by mutual agreement.
- B. For the purpose of this Agreement, a grievance is defined as a dispute, which arises between the members and the City and shall be limited to a dispute or disagreement involving the interpretation, application or alleged violation of any provision of this Agreement.
- C. Grievances which arise shall be settled in the following manner:

STEP 1. Where the grievance involves a matter within the control of his or her shift Battalion Chief the grievant and/or the Union Grievance Committee shall attempt to resolve the matter with the Battalion Chief prior to the filing of a written grievance. Grievances shall be filed in writing with the Chief of the Fire Department and with the Union Grievance Committee within fifteen (15) calendar days after the member(s) involved knew or should reasonable have known of the occurrence giving rise to the grievance. The written grievance shall include: 1) a statement of the grievance and such facts as are deemed relevant; 2) specific provision or provisions of the contract which are alleged to have been violated; 3) remedy sought; and 4) any other material deemed relevant. The Fire Chief or his designee shall attempt to resolve the grievance within ten (10) working days after receipt of the written grievance.

STEP 2. If the solution proposed for the grievance by the Fire Chief or his designee is unsatisfactory to the member or to the Union Grievance Committee, or if the matter remains unresolved ten (10) working days after submission of the written grievance to the Fire Chief, the written grievance shall be presented to the City Manager or his designee. The City Manager or his designee shall respond to the grievance within ten (10) working days following the submission of the grievance to the City Manager.

STEP 3. If the solution proposed for the grievance by the City M or his designee is unsatisfactory to the Union Grievance Committee, or if the matter remains unresolved ten (10) working days after submission of the written grievance to the City Manager, then the grievance as considered in Step 2 shall be submitted to arbitration in accordance with the following procedures:

- a. Notice of arbitration shall be given within ten (10) working days following the issuance of the solution proposed by the City Manager or his designee. A representative of the Union and the City Manager or his designee shall meet within five (5) working days after notice of arbitration has been given to select an arbitrator. If the parties are unable to agree upon an arbitrator, they shall jointly request the Public Employment Relations Commission to appoint an arbitrator from its staff. If the Public Employment Relations Commission indicates a delay of more than two (2) months, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of five (5) names and the parties shall alternately strike one (1) name from the list until only one (1) name remains. A coin toss shall determine the party striking the first name. The one (1) name remaining shall be the arbitrator. One (1) working day shall be allowed for the striking of each name.
- b. It shall be the function of the arbitrator to hold a hearing at which the parties may submit their cases concerning the grievance. The hearing shall be kept private and shall include only such parties in interest and/or designated representatives. The power of the arbitrator shall be limited to interpreting this Agreement and determining if the disputed Article or portion thereof has been violated. The arbitrator shall have no authority to alter, modify, vacate or amend any terms of this Agreement or to substitute his judgment on a matter or condition for that of the City where the City has not negotiated and limited its authority on the matter or condition. The arbitrator shall render his decision within thirty (30) calendar days after the final hearing. Decisions of the

arbitrator within these stated limits shall be final and binding upon the parties to the grievance, provided that the decision does not involve any actions by the City which are beyond its jurisdiction. 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.

c. The fees and expenses of the arbitrator and the proceedings shall be borne equally by the City and the Union. Each party shall be responsible for all costs of preparing and presenting its case including compensating its own representatives and witnesses. If either party desires a record of the proceedings, it shall solely bear the costs of such records, provided that in the event the other party subsequently requests a copy of said records, the cost shall be borne equally.

d. In case of a grievance involving any continuing or other money claim against the City, no award shall be made by the arbitrator which shall allow any alleged accruals greater than fifteen (15) calendar days prior to the date when such grievance shall have first been presented.

e. It is understood and agreed that taking a grievance to arbitration constitutes an election of remedies and a waiver of any and all rights by the grievant member, the Union or persons represented by the Union, and the City to litigate or otherwise contest the grievance of this subject matter in any court, Civil Service Commission, or any other available forum, provided that if it is determined by the arbitrator that he has no authority or power to rule in the case, it shall have been deemed to be no election of remedies or a waiver of rights. Conversely, litigation of the subject matter of the grievance in any court shall be deemed to constitute an election of remedies and a waiver of the right to arbitrate the matter.

f. In the event the arbitrator finds that he has no authority or power to rule in the case, the matter shall be referred back to the merits of the case and with a written statement indicating the reasons for the arbitrator's conclusion.

D. A grievance will be deemed to have been waived if the grievant member or Union chooses to take a grievable matter to any city, state or federal agency.

E. Any and all time limits specified in the grievance procedure may be waived by mutual agreement of the parties. Failure of the member or the Union to submit the grievance in accordance with these time limits without a waiver of the time limits by the City shall be deemed an abandonment of the specific grievance. For the purposes of this Article, "Working Days" shall mean Monday through Friday, normal City business days, but shall not include holidays occurring during the normal business week of the City. A grievance or arbitration proceeding may be terminated at any time upon receipt of a complete authorized statement from the Union and the grievant member stating that the matter has been resolved to the satisfaction of the Union and the grievant member.

**ARTICLE 11  
RULES AND REGULATIONS**

The Union agrees that its members shall comply in full with Fire Department rules, regulations, policies and procedures including those relating to the conduct of work performance. The employer agrees those Department rules, regulations, policies and procedures adopted which affect working conditions and performance shall be subject to the grievance procedure.

**ARTICLE 12  
HOURS OF WORK**

- A. The Olympia Fire Department recognizes a 7(k) exempt twenty-seven day work period for field operations members assigned to twenty-four hour shifts. During that period, field operations members shall be assigned one hundred ninety-two (192) hours or twenty-four hours on/forty-eight hours off (49.8 hour per week). Within each twenty-seven (27) day work period, field operations members will receive twenty-four (24) hours off (Kelly Day) with pay. This time off will be scheduled by the Fire Chief or his designee.
- B. Kelly Day selection for shifts with staffing levels above twenty-seven (27) will create the need for an additional Kelly Day slot for each FTE above twenty-seven (27). These slots will fall outside of the current three (3) Kelly Day slots per shift and will not increase or interfere with the availability of vacation. Members will continue to be afforded the opportunity to pick their Kelly Days prior to selecting vacations.
- C. Sick leave hours will not be deducted from a person's accrual bank for those hours during a scheduled Kelly Day. While on sick leave, Kelly Days cannot be banked or traded for use upon return to duty.
- D. Members assigned to other than twenty-four (24) hour shifts will be classified as Day Shift. Day Shift members shall work forty (40) hours per week schedules.

**ARTICLE 13  
SALARIES**

**A. Basic Salaries**

1. Members covered by this Agreement shall be compensated in accordance with the wage schedule attached to this Agreement and marked "Appendix A". The wage schedule is considered a part of this Agreement. A recruit classification for inexperienced Firefighters during the six-month training period will be seventy percent (70%) of top step Firefighter. A recruit classification for inexperienced Firefighter Paramedics during the six-month training period will be eighty percent (80%) of top step Fire Fighter. This recruit pay will be followed by six (6) months at Firefighter and Firefighter Paramedic Step 1. Members will be placed at Step 2 on their one year anniversary.
2. All members' salaries shall be calculated from the top step of Firefighter. The applicable percentage per position and time in grade shall be found in Appendix A.
3. Members who obtain and maintain Thurston County EMT-B certification, including defibrillator certification, will receive incentive pay of \$12.50 per pay period.
4. Members trained, certified, and operating as the MSA, MMR Certified CARE Technician for their shift, to a maximum of 3 positions for the department, will have 2% added to their base pay per month.
5. Members will receive deferred comp compensation in the amount of 3.0% as part of their basic salary for services rendered.
6. Fire Lieutenants with a Paramedic certification (subject to requirements and limitations of the Medical Program Director) will receive 5% compensation over their applicable Fire Lieutenant rate of pay.
7. All regular pay will be directly deposited to the financial institution of the employee's choice.

**B. Working Out of Classification:** Any member covered by this Agreement who is designated by the Fire Chief or his representative as working out of classification in a higher position than his/her regular classification shall receive the greater of the lowest step of the higher classification pay range or a five percent (5%) increase per hour that the member works in the higher position.

**C. Educational Incentive/Longevity:** Additional monthly pay shall be awarded as an educational incentive or as longevity to members of the department on the following scale:

504.37520000000006

	<b>Less than 5 full years</b>	<b>5 to less than 10 full years</b>	<b>10 to less than 15 full years</b>	<b>15 to less than 20 full years</b>	<b>20 to less than 25 full years</b>	<b>25 and above full years</b>
Longevity %	0	1.5	3.0	4.0	5.0	6.0
Associate's degree %	2	2	na	na	na	na

Bachelor's degree %	4	4	4	na	na	na
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The city will only apply the longevity pay if documentation of education is provided by the member. Education incentive pay and longevity pay shall not be combined. All Associates, Bachelors, and other Advanced Degrees will be conferred by an accredited college or university according to the following seven (7) regional accreditation agencies recognized by chea.org (Council for Higher Education Accreditation): Western Association of Schools and Colleges, Higher Learning Commission, Middle States Commission on Higher Education, New England Association of Schools and Colleges, Northwest Commission on Colleges and Universities, Southern Association of Colleges and Schools, and WASC Senior College and University Commission. Members will receive whichever is greater, educational incentive or longevity incentive.

**ARTICLE 14**  
**OVERTIME, CALLBACK, AND EXCHANGE**

A. Unscheduled overtime shall be defined as authorized work performed in excess of scheduled hours of work as stated in Article 11 of this Agreement.

1. All overtime performed to supplement the absence of normal field operations personnel shall be paid at the overtime rate from the time they report for duty.
2. A member will be paid the overtime pay rate for one-quarter (1/4) hour for any portion of the one-quarter (1/4) hour worked.
3. Paramedics attending in-service training required by the Medical Program Director will be compensated for such time, up to three (3) hours per month.

B. Field operations members shall receive overtime compensation at time and one-half Hourly pay is computed using the following formula:

Pay Period Salary \* (+)  
 Special Pay

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108 hours\*\*

\*Annual Pay divided by 24 pay periods

\*\*192 hours multiplied by 13.5 (27-day periods in one year) = 2592 annual hours and 2592 annual hours divided by 24 pay periods = 108

C. Day Shift members who work in excess of their regular scheduled work day shall, at the member's option, receive compensation in the following manner:

1. Receive overtime pay figured at the rate of one and one-half (1.5) times their applicable rate; or
2. Compensatory time equal to one and one-half (1.5) hour for each hour worked if the member is performing non-operations type work for their assigned division.
  - a. Members may accrue a maximum of eighty (80) hours. When a member has accrued the maximum number of hours, any additional overtime worked will be paid at the overtime rate.
  - b. The scheduling of compensatory time off is at the discretion of the supervisor. The supervisor must, however, allow the use of compensatory time within a reasonable period unless the member's absence would unduly disrupt operations.
  - c. Upon retirement, resignation, or transfer, a member's compensatory bank will be cashed out at the member's final hourly rate.
  - d. Effective upon signing of this agreement, compensatory time credited toward final average salary for the purposes of reporting to the Washington State Department of Retirement Systems (DRS) will be limited to compensatory time earned in the last year of employment.

D. Fire Suppression members who attend pre-approved non-mandatory training shall receive compensation in the following manner:

1. Vacation time equal to one and one half (1.5) hours for each hour worked.
- a. Approval for vacation credit for non-mandatory training is at the discretion of the Division Manager

E. Members on off-duty time who are subpoenaed to give testimony in court about events arising out of their employment, except in civil cases, shall receive overtime compensation at the applicable rate.

F. The Fire Department will establish and maintain an overtime work list for each class of members. All members will have their names represented on the list in accordance with the departmental seniority list as established in Article 5 of this Agreement. Should the need for overtime occur in the Fire Department because of vacations, sickness or other unforeseen conditions, the officer in charge shall fill the vacancy in accordance with departmental policy.

G. Callback:

1. In the event additional staffing is required to cope with a designated greater alarm, the Fire Department shall call in the necessary off-duty Fire Fighters and officers concurrent with summoning mutual aid units. This section does not apply when mutual aid units are summoned for the purpose of providing special equipment or when dispatch procedures require automatic mutual aid responses.
2. All off-shift personnel will be paid a minimum of two (2) hours pay at the applicable overtime rate when called back under alarm conditions. Provided that a member is called back less than two (2) hours prior to the start of a shift, for that member, overtime will be paid only for actual time until the start of the member's shift.
3. Members will return to work for emergency callback whenever contacted unless they are sick, unable to secure their property or family, and/or are incapacitated.

H. Exchange of Time:

1. Exchange of time involving Kelly days will be allowed without restriction provided that only whole (24 hour) shift are exchanged, except as defined in Article 11 and the Manual of Operations.
2. As the "exchange of time" is solely for the convenience of the members, the City assumes no liability, either monetary or non-monetary.

**ARTICLE 15  
SICK LEAVE**

A. Notification Members not able to work because of emergencies or other justifiable causes as defined in departmental Manual of Operations must notify their Battalion Chief, or acting Battalion Chief, before 6:30 a.m. of the date they are to work. This provision shall not be interpreted as condoning repeated absences from work on the part of the members.

B. Sick Leave

1. Regular full time members covered by the LEOFF Retirement System prior to October 1, 1977 will accumulate paid sick leave at the rate of twenty-four (24) hours for each full month of service up to a maximum accumulation of two hundred forty (240) hours. Sick leave accumulated in one (1) year may be carried over to succeeding years but not to exceed a total of two hundred forty (240) hours.

The Union agrees that members will not apply for disability leave under the LEOFF pension system for absences of less than three (3) scheduled work days/shifts unless the member does not have sufficient paid sick leave accrued. When a member applies for disability leave, the commencement of the disability leave shall be as of the first hour that the member was unable to report to work. Any sick leave which subsequently is covered by an approved disability leave shall be credited to the affected members, provided that such credit shall not result in sick leave accrual in excess of the maximum, accumulations stated in paragraph I above. It is the intent of this section that the City's total liability for combined paid sick leave and disability leave shall not exceed six (6) months for any one incident.

2. Regular full time members enrolled in the LEOFF Retirement System after October 1, 1977 will accrue one (1) duty shift per month during the first 72 months of service. After 72 months, members will accrue sixteen (16) hours per month. Maximum accumulation is one thousand four hundred forty (1,440) hours for field operations personnel. LEOFF II Day Shift members will accrue eight (8) hours per month to a maximum of nine hundred and sixty (960) hours.

3. Use of and eligibility for sick leave shall be governed by departmental Manual of Operations. All full-time members are permitted to remain away from their employment because of illness or physical inability, whether incurred on-duty or off-duty, without loss of compensation up to the number of sick leave hours that the member has accrued.

**ARTICLE 16  
VACATIONS**

A. Annual vacation credits for field operations personnel assigned to twenty-four (24) hour shifts shall be earned from the date of employment as follows. To calculate Day Shift accruals, multiply designated field operations vacation accrual entitlements by 0.70.

1. Members having less than five (5) years full time service with the City will accrue 156 vacation hours per year.
2. Members having more than five (5) and less than ten (10) years full time service with the City will accrue 204 vacation hours per year.
3. Members having more than ten (10) years and less than fifteen (15) years of full time service with the City will accrue 252 vacation hours per year.
4. Members having more than fifteen (15) years of full time service with the City will accrue 276 vacation hours per year.
5. Members with more than twenty (20) years of full time service with the City will accrue 288 vacation hours per year.

B. Accrued vacation time taken shall be limited to the number of vacation credits earned by the member.

C. The vacation selection list will be posted on the bulletin board in the main station by November 1 of the year proceeding the opening date of the vacation selection list. Vacation selection will be made by seniority according to the shift seniority list, with senior members selecting before members with less seniority.

D. Vacation Requests:

1. All vacation requests will be submitted to the Fire Chief on the forms provided prior to January 1. Requests received after that date will be processed on a first come basis without regard to seniority. The first two selection cycles will not be denied due to on-duty staffing reduced below specified strength brought about by sickness, disability, or approved training attendance. All subsequent vacations will be granted for the convenience of the member, provided that the Fire Chief may deny any vacation request when the on-duty manpower would be reduced below the minimum strength specified by the Fire Chief.

E. The maximum number of shifts of vacation, which may be accumulated, shall be limited to three (3) years of a member's entitlement.

F. The maximum amount of vacation time which a member may take in any one (1) block shall be as follows:

1. Field operations members: No more than 288 hours.
2. Day Shift members: No more than 172 hours.

G. Cash-Out/Conversion:

1. Except as noted below, no more than three hundred and thirty-six (336) hours may be cashed out at the time of retirement or termination.
2. Members shall be allowed to cash back more than the stated amounts if circumstances such as vacation request denials prevented them from taking sufficient vacation to hold down their accumulation levels.

3. Vacation cash out, upon termination, may be transferred to the City's 457 Deferred Compensation Plan consistent with IRS regulations.
4. Upon LEOFF Plan 2-defined retirement, in addition to the three hundred and thirty-six (336) hours of vacation entitlement that may be cashed out, 25% of accrued and unused sick leave may be transferred into "compensable hours" and contributed to the member's Washington State Council of Firefighter's Medical Expense Reimbursement Plan account.
5. Pursuant to the City of Olympia Policy 17, Personnel Actions, Section 4.14 Separation Pay, probationary employees are not eligible for vacation leave cash out upon separating from the City.

**ARTICLE 17**  
**PAID HOLIDAYS**

A. The following holidays are recognized and observed by the City as paid holidays for regular full-time employees:

New Year's Day

Labor Day

Martin Luther King's Birthday

Veterans Day

Washington's Birthday

Thanksgiving Day

Memorial Day

Day After Thanksgiving

Independence Day

Christmas Day

B. In addition to the above specified holidays, a member may designate one (1) non-cumulative personal holiday in each calendar year, provided that the member has been continuously employed or is scheduled to be continuously employed by the Fire Department for at least six (6) months.

C. Holiday pay shall be paid to all members assigned to a twenty-four (24) hour shift regardless of whether or not they are scheduled to work on a given holiday specified in Section A above and for the personal holiday discussed in Section B above. Holiday pay shall be an amount equivalent to 10.9 hours of the member's base hourly rate exclusive of overtime and premium pay and shall be in lieu of time off.

D. Members permanently assigned to Day Shift shall not receive holiday pay, but shall have the holiday off and receive their regular compensation for each holiday. In the event that any holiday established by Paragraph A falls on a Saturday, the proceeding Friday shall be given as a holiday in lieu of the normal holiday. If the holiday falls on a Sunday, the following Monday shall be given as the legal holiday.

1. Members may request to work a holiday at the Division Manager's approval and receive the hours 1:1 as Floating Holiday time to be used at a later date within the calendar year.

2. The scheduling of additional Floating Holiday time off is at the discretion of the supervisor so that the Division remains staffed. However, the supervisor must allow the use of the Floating Holiday time off within a reasonable period. Members who are injured and do not return to work will be compensated for any holiday hours in their bank at the time of the injury.

E. Shift members temporarily assigned to Day Shift

1. Shift members temporarily assigned to Day Shift (for disability or other reason) shall receive holiday pay equivalent to 10.9 hours of the member's base hourly rate exclusive of overtime and premium pay, and will not be expected to report for duty when the front office is closed. This arrangement will be in effect for the whole time of the temporary assignment.

2. Caps upon sick leave (Article 14) and Vacation (Article 15) will be managed as if the temporarily assigned member was still on their suppression shift assignment.
3. Use of Vacation and sick Leave will be governed by Article 14, Sick Leave and Article 15, Vacation, respectively.
4. Shift members temporarily assigned to Day Shift for more than 20 days will be transferred to a 40 hour week. At this time, the member's hourly wage will be increased to account for the decrease in hours worked per week so that there is no change in gross, base semi-monthly pay. Items a, b and c above will remain in effect after the member is transferred to the 40-hour week.

**ARTICLE 18  
PROMOTIONS**

In the case of promotions, if and when the Fire Chief elects to pass over a candidate on the promotional list under applicable civil service rules, he shall provide the passed over individual, in writing, his reasons for the pass over. The purpose of formalizing his reasons in writing is solely to provide the candidate with tools in which to improve his/her skills for future promotions.

**ARTICLE 19  
WELLNESS**

The City and membership agree to accept the IAFF Wellness Initiative Program. Aspects of the Wellness Program include:

- A. The City agrees to purchase and maintain physical fitness equipment needed to comply with the Wellness Initiative. A QSD process will be used annually to evaluate equipment needs and maintenance.
- B. The Union and the City agree to jointly implement a mandatory physical performance testing and fitness program, as contained in the Fire Department's Operations Manual.
- C. IAFF Quitting Your Way Program/Tobacco Cessation, for which the City will pay for the one time cost of the City-approved Wellness Initiative approved program/method.
- D. The Union agrees that all members will comply with the City's Policy 5-Drug and Alcohol.

**ARTICLE 20  
SEVERABILITY CLAUSE**

Should any provision in this Agreement or the applications of such provisions 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. Should the sick leave provisions of this contract, or should a catastrophe occur which would prompt the City Council to declare a "State of Emergency", the City and the Union jointly agree to meet and confer as to how to address these issues.

**ARTICLE 21  
TERM**

This Agreement shall become effective upon January 1, 2017 and shall remain in full force and effect until December 31, 2019.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT THIS \_\_\_ DAY OF \_\_\_\_\_ 2017.

505.1456

FOR THE CITY OF OLYMPIA

FOR LOCAL #468, INTERNATIONAL  
ASSOCIATION OF FIRE FIGHTERS,  
AFL-CIO

\_\_\_\_\_

\_\_\_\_\_

Steven R. Hall, City Manager

Larry Smith, President

**APPENDIX A SALARIES**

Effective January 1, 2017, wages shall be increased by a percentage proportionate to the General Sales Tax Revenue increase over the prior year in accordance to the table set forth below with a two percent (2.0%) minimum increase and a four percent (4.0%) maximum pay increase.

Effective January 1, 2018, wages shall be increased by a percentage proportionate to the General Sales Tax Revenue increase over the prior year in accordance to the table set forth below with a two percent (2.0%) minimum increase and a four percent (4.0%) maximum pay increase.

Effective January 1, 2019, wages shall be increased by a percentage proportionate to the General Sales Tax Revenue increase over the prior year in accordance to the table set forth below with a two percent (2.0%) minimum increase and a four percent (4.0%) maximum pay increase.

If the annual increase in revenue received by the City of Olympia for general sales tax (which does not include the .02% sales tax for public safety), exceeds the prior year by a certain percentage (see table below) then wages for 2017, 2018, and 2019 will be increased according to the following table:

<b>Gross Sales Tax increase over prior year</b>	<b>Pay Range Increase</b>
0 -3.99%	2% minimum
4.00% to 5.99%	1% additional increase added to the 2% minimum
6.00% and above	4% maximum

The parties agree in this 2017-2019 Collective Bargaining Agreement (CBA) to utilize the above formula. In adopting this formula, the parties are also indicating the reliance on this formula is non-precedential and, as a result, this is not intended to establish any pattern or method for determining wages that is in any way intended to be carried beyond the term of the 2017-2019 CBA.

For the purpose of salary calculation, the following table shall be used. All subsequent salary increases shall be calculated on Fire Fighter Step 5 and then the appropriate percentage will be applied to each step as shown. It is the intent that all salaries be a percentage of Firefighter Step 5.

Firefighter Recruit	70%
Firefighter Step 1	80%
Firefighter Step 2	85%

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Firefighter Step 3	90%
Firefighter Step 4	95%
Firefighter Step 5	100%
Firefighter/PM Recruit	80%
Firefighter/PM Step 1	90%
Firefighter/PM Step 2	95%
Firefighter/PM Step 3	100%
Firefighter/PM Step 4	105%
Firefighter/PM Step 5	110%
Firefighter/Inspector Step 2**	95%
Firefighter/Inspector Step 3**	100%
Firefighter/Inspector Step 4**	105%
Firefighter/Inspector Step 5**	110%
Lieutenant Step 4	112%
Lieutenant Step 5	114%
Lieutenant (Day) Step 4	115%

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Lieutenant (Day) Step 5	120%
Lt/PM Step 4	115%
Lt/PM Step 5	117%
Captain Step 3**	124%
Captain Step 4**	126%
Captain Step 5**	128%
Battalion Chief Step 3	124%
Battalion Chief Step 4	126%
Battalion Chief Step 5	128%
Battalion Chief – Day Shift Step 5	134%

A minimum of 10% will be added to a Firefighter's current step when transferred to Firefighter/Inspector or Firefighter/PM. Firefighters who transfer into Firefighter/PM or Firefighter/Inspector positions retain the rank of Firefighter and their anniversary dates will not be reset for the purpose of step increases in the new position. This provision is not retroactive.

\* This includes the additional deferred comp compensation members receive as part of base salary as outlined in Article 12, Section A5.

\*\*Based on a 40 hour workweek.

It is agreed that an employee that is in more than 20 days of training or day assignment will be transferred from a 24-hour/day-based position to an 8-hour/day-based position. A change in status for this purpose will not affect an employee's pay, although leave accruals will be adjusted to reflect the change in status.