

#19-008



City of Bothell™

**AGREEMENT BY AND BETWEEN**

**THE CITY OF BOTHELL**

**AND**

**LOCAL NO. 2099**

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

**January 1, 2019 through December 31, 2021**

**AGREEMENT**

**By and Between**

**CITY OF BOTHELL**

**And**

**LOCAL NO. 2099**

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

**January 1, 2019 through December 31, 2021**

**PREAMBLE**

Pursuant to RCW 41.56, this Agreement is between the CITY OF BOTHELL (hereinafter called the City or Employer) and LOCAL NO. 2099, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (hereinafter called the Association or Union) for the purpose of setting forth the mutual understanding of the parties regarding wages, hours and conditions of employment of those employees for whom the City has recognized the Association as the exclusive collective bargaining representative.

**AGREEMENT**  
**By and Between**  
**CITY OF BOTHELL and IAFF LOCAL NO. 2099**  
**January 1, 2019 through December 31, 2021**

**TABLE OF CONTENTS**

<u>Article</u>		<u>Page</u>
I.	Recognition	1
II.	Management Rights	1
III.	Union Security	2
IV.	Union Business	3
V.	Bulletin Boards	3
VI.	Health Care	3
VII.	Supplementary Benefits	5
VIII.	Working Hours and Shifts	7
IX.	Wage Rates	11
X.	Overtime Pay	12
XI.	Premium Pays	13
XII.	Vacation	16
XIII.	Holidays	19
XIV.	Expense Reimbursement	21
XV.	Other Leaves of Absence	21
XVI.	Matters Covered by Civil Service	27
XVII.	Grievance Procedure	28
XVIII.	Work Stoppage	28
XIX.	Safety	28
XX.	Non-Discrimination	28
XXI.	Temporary/Provisional Employees	28
XXII.	Lay-off, Promotion and Acting Appointments	29
XXIII.	Entire Agreement	31
XXIV.	Term of Agreement	32
Appendix "A"	Requirements for Advancement	33
Appendix "B"	Salary Schedule	36
Appendix "C"	Seniority List	38

## **ARTICLE I - RECOGNITION**

**Section 1.** The Employer (The City) recognizes the Association as the exclusive bargaining representative for all full-time uniformed Firefighters and Officers employed by the Bothell Fire Department below the rank of Deputy Chief.

## **ARTICLE II - MANAGEMENT RIGHTS**

**Section 1.** Except as otherwise provided in this Agreement, the City retains all rights and functions of management that it has by law.

Without limiting the generality of the above statement, these rights include:

- A. Direction and arrangement of working forces, including the right to hire, suspend, discharge for cause, transfer, relieve employees from duty because of lack of work or other legitimate reasons;
- B. The determination of services to be rendered;
- C. The location of facilities including establishment of new facilities and the relocation of and closing of old ones;
- D. The determination of financial policies;
- E. The determination of the management organization and the selection of employees for promotion to supervisory and other managerial positions;
- F. The maintenance of discipline and control of the Department;
- G. All discharges for cause or disciplinary action of employees shall be the exclusive prerogative of management, provided this section shall not be used for the purpose of discriminating against employees because of Union activity;
- H. The right to establish quality performance standards. The continued failure of an employee to produce on the basis of standards will be considered just cause for discipline; including discharge;
- I. The scheduling of operations and the number of shifts except as limited by this Agreement or by law;
- J. The right to enforce rules and regulations now in effect and which it may issue from time to time.

It is further agreed that the above detailed enumerations of management rights shall in no way be deemed to exclude any other management prerogatives that may not have been specifically enumerated.

Except as otherwise specifically limited by the terms of this Agreement, the City retains all of the customary, usual and exclusive rights, decision-making prerogatives, functions and authority connected with, or in any way incidental to, its responsibility to manage the affairs of the Fire Department. The right to hire, promote, discharge, discipline, improve efficiency, purchase or delete equipment or change the processes or means of delivering municipal services are examples of management prerogatives.

Changes in hours, wages or working conditions not covered by other articles of this Agreement which are mandatory subjects of bargaining under RCW 41.56 shall be submitted to the parties for bargaining.

### **ARTICLE III - UNION SECURITY**

Section 1. A duly elected officer of the Union shall notify the Employer, in writing, of the union dues, representation fees, initiation fees, and assessments charged by the Union. Those employees who voluntarily consent to pay such dues/fees/assessments to the Union will provide written authorization for the payroll deduction of such dues/fees/assessments to the Union, and the Union will in turn forward that written authorization to the Employer. Upon receipt of such a written authorization, the Employer will immediately begin to deduct from employees' pay the amount of such dues/fees/assessments and forward them to the Union on a monthly basis. The Employer will stop deducting dues/fees/assessments for employees who revoke consent in writing. Such revocation should be communicated to the Union by the employee, which will in turn promptly communicate it to the Employer.

Section 2. The Union will indemnify, defend, and hold harmless against any claims made, and against any suit instituted against the Employer, on account of any check-off of dues, fees, or assessments for the Union, payroll deductions, or lawful actions taken by the Employer in the enforcement of the provisions of this article (Union Security). The Union agrees to refund the Employer any amount paid to it in error on account of the check-off provisions upon presentation of proper evidence thereof.

Section 3. The employer shall notify the Union of all new employees hired into the bargaining unit. The Union shall be afforded not less than three hours of the newly-hired employee's regular working time, as approved by the Fire Chief or designee, for the purposes of presenting information about Union membership and bargaining representation.

Section 4. The City will continue to allow employees to contribute to the IAFF PAC as long as the employee desires in accordance with all relevant laws and regulations. New participants can choose to contribute or current participants can change their deduction amount between November 1 and November 30 annually.

## **ARTICLE IV - UNION BUSINESS**

**Section 1.** The Employer agrees that employees may be granted reasonable time off with pay to perform their Union functions, including attendance at conferences, conventions and seminars which are of benefit to labor relations in the work place, based upon maintaining a sufficient force on duty in the City/District. Union time off with pay requires the prior approval of the Fire Chief and Union President.

**Section 2.** The Union time off bank consists of 120 hours. Additional Union time off may be granted at the sole discretion of the Fire Chief. If Union time off with pay causes overtime, (regardless of whether there are other causes of the overtime), the time bank will be charged for the actual time off, plus 1-1/2 times the amount of time used to cover the cost of the replacement overtime.

## **ARTICLE V - BULLETIN BOARDS**

**Section 1.** Proper notices of interest to members of the Association may be posted on designated City bulletin boards. All bulletins posted by the Association are the responsibility of the officials of the Association, and shall be signed by either the president or secretary or treasurer. Material posted shall not contain anything political, discriminatory or offensive (as defined by the City's Personnel Policies and Procedures Manual) in nature.

## **ARTICLE VI - HEALTH CARE**

**Section 1.** The Employer agrees to provide a group Medical and Health Plan to employees for personal injuries or sickness incurred by their spouse or their dependents (as defined in Section 152 of the Internal Revenue Code).

The Employer agrees to pay 100% of the premium for the employees and 90% of the premiums for spouse and dependents for one of two offered medical insurance plans.

The two plans offered are:

- A. Employees will be insured under the Northwest Fire Fighters Benefits Trust (NWFFT) Plan \$1500, a high deductible health plan, with an associated Voluntary Employee Beneficiary Association (VEBA).
  1. Voluntary Employee Beneficiary Association (VEBA). The employee (except as outlined in 1.c of this Section) will have access on January 1st in their individual VEBA account, to \$3,500 for each employee without dependents, and \$5,500 for each employee with spouse and/or dependents.

- a. The City will make contributions to the VEBA for each employee each pay period, and employees leaving employment mid-year will receive pro-rated contributions.
- b. Employees participating in the NWFFT Plan will have a VEBA account established in their name. The Association and the City agree that the set-up of the VEBA will provide for annual roll-over of account funds and there will not be a cap on the overall account balance. Additionally, the VEBA will be established as accessible to an employee post retirement or upon separation from employment with rights of survivorship to the employee's spouse or dependents in the event of death.
- c. New Employees or Mid-Year Hires. Individual VEBA accounts for new employees or mid-year hires will be established as follows:

The newly eligible employee will have access at the beginning of the first month of eligibility to a VEBA account with funding based upon the amount of their deductible and pro-rated amount equivalent to 1/12<sup>th</sup> of the additional annual VEBA contribution amount as follows:

- \$1,500 for an employee without dependents; or
- \$3,500 for an employee with spouse and/or dependents; and
- Receive a pro-rated amount of \$166.67, per month, beginning on the first day of the month following their initial eligibility for the remainder of the first calendar year of hire.

Beginning the next calendar year, the employee will receive the contributions as outlined in the above stated Section 1.

- d. All individual VEBA account balances are considered to be available in full on the first day of eligibility, regardless of the funding methodology agreed upon between the City and VEBA vendor.

2. The City agrees to pay to the VEBA vendor the initial start-up fee for the Health Reimbursement Arrangement Plan in the amount of \$600 and an annual renewal fee to cover the Plan in the amount of \$500.

- B. A Health Management Organization Plan (HMO), with an associated VEBA to which the employer will contribute \$300 annually for each employee without dependents and \$600 annually for each employee with spouse or dependents.

Section 2. The members of the Association will be eligible to participate in the Section 125 Flexible spending account provided by the City.

Section 3. Employer agrees to provide a dental plan for employees and their spouse and dependents materially similar to AWC Plan F (i.e., \$1,500 maximum per individual per year). Throughout the term of the contract, the Employer shall pay 100% of employee premiums and 90% for eligible employee dependents.

Section 4. Employees will be enrolled in Washington State Council of Firefighters (WSCFF) Short Term Disability / Long Term Disability Insurance Plan 1A. Premiums for said plan shall be paid by the employee.

Section 5. The Employer agrees to provide a life insurance policy in the amount of \$105,000 benefit through the WSCFF.

Section 6. Employer agrees to provide the Association of Washington VSP plan, or a materially similar plan, to employees and their spouse and/or dependents. The Employer shall pay 100% of the employee and eligible employee dependents premiums.

## **ARTICLE VII - SUPPLEMENTARY BENEFITS**

Section 1. It is agreed that ordinances, resolutions and regulations providing for employment benefits for the employees of the City generally shall not be applicable to employees covered under this Agreement. In addition to the employee benefits specifically set forth herein, it is understood by the parties hereto that the Employer has no immediate intention of eliminating other benefits now in force which cover employees. The Association agrees, however, that the Employer retains the right to change, alter or remove such supplementary benefits if such action is deemed by it to be in the best interest of the City of Bothell.

### **Section 2. Deferred Compensation Contribution**

The City will make available to the employee's a City endorsed deferred compensation plan. Employees must contribute a minimum of 2% of their base wage to their deferred compensation plan unless they have filed an "opt-out" form with payroll.

### **Section 3. Medical Expense Reimbursement Plan (MERP)**

The City shall make bi-monthly contributions on a pre-tax basis from each employee's paycheck to the MERP Plan of the Washington State Council of Firefighters Benefit Trust. The contribution rate to the WSCFF Trust shall be deducted from the employee's paycheck on a pre-tax basis at a rate of \$150 per month.

Employees shall receive an additional premium of \$150.00 per month.

Upon an employee's separation from service in good standing, a percentage of their sick leave bank hours shall be contributed on the employee's behalf to the VEBA plan, based upon the provisions of Article XV, Section 4.

#### Section 4. Healthy Employment and Retirement Options

- A. Both the Association and Employer share a common interest in maintaining a safe, healthy and productive work environment. Employees are encouraged to manage their health in such a way that they can safely and effectively perform the essential functions of their positions.
- B. Operational employees are encouraged to participate in physical fitness workouts while on shift. Workouts interrupted by emergency responses shall not be guaranteed to be made up during active work hours in accordance with Article VIII, Section 4.
  - 1. Day Shift and Fire Prevention employees are encouraged to participate in physical fitness workouts for one hour as approved by their supervisor.
- C. Employees are encouraged to participate in annual fitness benchmarking that will be done in accordance with the IAFF-IAFC Joint Wellness Fitness Initiative (WFI).
- D. Annual medical exams are also highly encouraged in accordance with the WFI. Employees will be provided the protocol and paperwork to give to their selected practitioner. If the employee goes to their own practitioner then they will be responsible for the entire cost after insurance. The employee also may use an occupational health practitioner as selected by the Department. If the employee uses the Department's practitioner the City will cover the entire cost. Documentation of completion submitted to the Department shall reflect participation only. All results and personal information are exclusively for the employee.

Participation in this program will increase the percentage of accrued sick leave conversion upon separation from service, in accordance with Article XV, Section 4.

#### Section 5. Washington State Paid Family Medical Leave (PFML).

Paid Family and Medical Leave is a required statewide insurance program to care for yourself or your family. The program is funded by premiums based on the employees' wages.

Effective January 1, 2020, The City shall pay 100% of the City's PFML premium and the Union shall pay 100% of the employees PFML premium in accordance with state law.

## **ARTICLE VIII - WORKING HOURS AND SHIFTS**

**Section 1.** The City and Association recognize that employees will be working on different shifts and the Association agrees that the City has the right to determine which employees shall be assigned to the specific shifts.

**Section 2. The Day Shift Schedule.** The Day Shift shall consist of five (5) consecutive workdays, followed by two (2) days off. This Day Shift shall normally begin at 0800 on Monday. The standard work day shall normally be for eight (8) hours (between 0800 and 1600). An alternative schedule is four (4) consecutive ten (10) hour shifts followed by three (3) consecutive days off. This alternative schedule shall normally begin between 0600 and 0900 on Monday or Tuesday.

**Section 3. The Twenty-Four Hour Shift Schedule.** In 2019 the 24-Hour Shift begins at 0800 on the specific day established by the City until 0800 the next day. In 2019, the three-platoon shift shall consist of twenty-four (24) hour shifts. The basic 24-Hour shift schedule shall consist of a 48-96 arrangement of shifts; which is two consecutive 24 hour shifts worked followed by 96 hours off –this cycle is then repeated.

- A. The number of hours of assigned duty for employees assigned to the three platoon shift will be 2920 hours per year in 2019.

In 2019, to effect an annual average workweek of 52.3 hours each employee shall have off 192 hours which would have normally been duty hours. This time shall accrue monthly at the rate of 16 hours for each full month worked. Four (4) hours of the 16 shall be added to the employee accrued vacation time, and the remaining twelve (12) hours shall be added to the employee's FLSA leave bank. All time earned must be taken within the calendar year in which it was earned. In recognition of FLSA Section 7K (Federal Fair Labor Standards Act, 29 U.S.C. 201.) requirements, each employee on this schedule shall have scheduled off a minimum of twelve (12) FLSA hours within each 24 day work cycle, which shall apply while on regular duty as well as during periods of paid leaves of absence and disabilities. This brings the annual scheduled hours for each employee to 2728.

- B. In 2019, the 2728 annual hours scheduled for the 24-Hour shift will further be reduced by 128 hours through the application of "Work Week Reduction Time" (WWRT). This application of WWRT reduces the workweek to 50.0 hours, and brings the annual hours worked to 2600. WWRT shall accrue at the rate of 10.67 hours for each full month worked and all time earned must be taken within the calendar year in which it was earned. WWRT must be taken in accordance with accrued time off outlined in Article XII, Section 2.C.
1. Employees who were unable to utilize all the WWRT earned in 2010 were allowed to make a one-time election to roll forward to 2011 up to a maximum of 120 work week reduction hours. The hours rolled forward from 2010 were added to the employee's accrued leave bank, and may

be utilized or cashed out in subsequent years. Cash out of the work week reduction hours rolled forward from 2010 will be at the employee's regular hourly rate of pay on December 31, 2010, and the cash-out will be included in the employee's paycheck within 90 days of the request. The regular rate of pay for purposes of this cash out is defined as including the employee's regular appointed position's base rate (not an "acting" assignment) plus Specialty pays, CBT pay, Longevity and Education Incentive for which the employee is eligible.

Section 4 4-Platoon. Effective January 1, 2020 the Bothell Fire Department will move to a 4-platoon shift. Employees assigned to response operations also called "shift personnel," will normally be assigned twenty-four (24) hour shifts. For Section 7(k) purposes under the Fair Labor Standards Act (FLSA), the work period (FLSA, 29 U.S.C., 207) (k) shall be twenty-four (24) days, for a total of one hundred eighty two (182) hours maximum. 24-hour shifts shall commence at 0800 hours, except for the Battalion Chief or Acting Battalion Chief who will start at 0730 hours. The basic shift rotation shall consist of one (1) day ON duty, one (1) day OFF duty, one (1) day ON duty, and five (5) consecutive days OFF duty. Shift personnel shall work a total of approximately 2496 hours. Both the Union and management understand that individual employees' actual scheduled and worked hours will vary from 2496. Employees shall average 48 hours per week for 52 weeks per year in a 24 day FLSA work cycle.

- A. Effective January 1, 2020, the employee shall schedule debit shifts to attain one hundred four (104) 24-hour scheduled shifts per year.
- B. The 2020 debit shifts shall be picked by employees during the annual time off picking process in late 2019.
- C. Prior to annual time off scheduling, employees may reduce the number of scheduled debit shifts by utilizing holiday hours. Employees may buy-down no more than six debit shifts annually.
- D. While plotting annual leave, all regular shifts shall be scheduled as 24 hours. Split shifts are prohibited.

Section 5. This 24 hour duty shift is made up of various components and includes time devoted to response readiness, physical fitness, active work, standby time, mealtime and relaxed duty. Active work, including training, workouts, inspections and meal time is to be normally conducted between the hours of 0800 and 1800 hours, however, it may be necessary occasionally to work after 1800 hours in order to complete said duties.

Section 6. The City and the Association agree that an employee on off-duty hours is not required to remain in the range of the Fire Department alarm system and is not required to respond to any alarms, including general alarms, unless specifically contacted by the officer in charge (or their designee) of the Fire Department or the alarm.

Section 7. The number of consecutive hours an employee may work in response operations shall not exceed 48 hours. Exceptions to this rule will be as follows:

- A. When hiring OT, regardless of the position on the overtime list, a member that would be required to work 72 hours straight may be passed over for a member that would be only required to work 24 or 48 hours regardless of their position on the overtime list.
- B. A member may accept an overtime shift that will place them in a 72 hour work period, as long as they have a full 24 hour period off following the 72 hour shift prior to working another response operations shift.
- C. Employee may work up to six consecutive 72 hour work periods scheduled at the employee's discretion. If forced to work 72 hours, time forced will not count against the six allowed.

Shift exchanges shall not be approved if the exchange will require either member to work in excess of 48 hours straight. The consecutive 48 hour shift rule may be suspended at the discretion of the Fire Chief based on the needs of the City i.e. major incident, natural disaster.

Section 8. Shift Exchange:

- A. General. Employees shall have the right to exchange scheduled periods with the approval of the Shift Battalion Chief or Acting Battalion Chief subject to the following conditions. Battalion Chiefs requesting shift exchanges shall receive approval from the Operations Deputy Chief or his/her designee.
  - 1. Shift exchanges shall be voluntary.
  - 2. Shift exchanges shall not result in any costs to the City.
  - 3. Shift exchanges shall not interfere with Department operations.
  - 4. Shift exchanges shall be conducted in accordance with Department policies and procedures.
  - 5. Shift exchanges resulting in more than (30) consecutive days off including all forms of leave shall be approved by the Deputy Chief of Operations or his/her designee.
  - 6. Shift exchanges must be paid back within one year of the date of the initial trade.
  - 7. Shift exchanges may be approved within 48 hours of the trade. Emergency trades may be approved by the on duty BC or Operations Deputy Chief on a case by case basis.

- B. Injury while working shift exchange. Employees injured in the performance of their duty while working on an exchange of time shall not owe the City time. Sick leave will be deducted on an hour-for-hour basis and in accordance with the applicable laws.
- C. Failure to report for duty on shift exchange. Employees who fail to report for duty on an exchange of time for reasons unrelated to sickness or injury, shall reimburse the City for additional expenditure caused by the employee's failure to report. The employee shall have 1.5 times of time missed deducted from either vacation, holiday or comp-time, in additions to any progressive discipline imposed.
- D. An employee who cannot work an exchange of time because of illness or injury shall reimburse the City from their sick bank. If the employees sick bank cannot cover the time needed then vacation, holiday or comp-time will be used.

Section 9. Any employee receiving a change in shift assignments shall have a minimum of one month notice except for emergency or unforeseen circumstances; or, in the event of training or special assignment, the employee shall receive two weeks' notice unless a lesser notice is mutually agreed upon by the Fire Chief and the employee.

In addition, a Battalion Chief may be temporarily assigned from the 24-Hour shift to the Day shift with a minimum of 7 days' notice. The temporary assignment will not exceed 60 days. The employee will be allowed to take any vacation that has already been approved. This assignment will be limited to once per calendar year.

Section 10. The City and Association recognize that employees will be working on different shifts and the Association agrees that the City has the right to determine which employees shall be assigned to the specific shifts.

Section 11. Employees assigned to Support Services, Training, and Fire Prevention, serving in day staff positions will normally work an equivalent of a forty (40) hour work week. Workdays shall commence as early as 0600 or as late as 0900 hours, Monday through Friday, in any combination of the following mutually agreed schedules:

- Four (4) Ten (10) hour days per week "Four Tens" or
- Five (5) Eight (8) hour days per week "Five Eights" or
- Eight (8) Nine (9) hour days and one (1) eight (8) hour day every other Monday or Friday off in a pay period "Nine-Eighty".

Section 12. Debit Days. Employees will work twelve or thirteen (12-13) debit days, to increase employee hours to approximately 2496 annually; which shall be the number used to calculate the employee hourly rate of pay. Each employee will work an appropriate number of debit days to complete the 2496 annual duty hours. A debit day must equal 24 hours. No split shifts are allowed.

Section 13. Debit Day Exchanges. Debit days may be exchanged under the same guidelines as shift exchanges, with the exception that all debit day exchanges must be completed in the same calendar year.

## **ARTICLE IX - WAGE RATES**

Section 1. Base Wage Rates. Regular full-time employees covered by this Agreement shall be paid a monthly wage based on the applicable salary schedule. The salary schedule is found in Appendix "B".

- A. For the purpose in this contract "regular rate" is defined as the hourly rate an employee is paid for hours worked during an FLSA workweek including all compensation in accordance with 29 CFR 778.109 (base rate of pay plus premiums). "Base rate" is defined as the initial hourly rate of compensation an employee receives during an FLSA workweek. The base rate is usually calculated by dividing the employee's annual salary by 2080 or as outlined in this Article.

Section 2. Out of Classification Pay. An employee who is detailed to temporarily fill a position of higher rank shall be paid at the rate of the regular step of the higher rank for each full day worked in the eight (8) and ten (10) hour day schedules. An employee who is detailed to temporarily fill a position of higher rank in the twenty-four (24) hour shift shall be paid at the regular step for the higher rank for that position when serving in that capacity for eight (8) hours or more. The Lieutenant or Battalion Chief being replaced must be off duty or outside the jurisdiction and bordering jurisdictions for the acting employee to be eligible.

Section 3. Command Duty. The Fire Chief reserves the right to administer command duty coverage for the jurisdiction.

Section 4: Employees at the rank of Battalion Chief called back to work a 24 hour shift, or portion thereof, will be paid at an hourly rate equal to the hourly base wage of the 24 hour shift Battalion Chief multiplied by a factor of 1.5.

Section 5: When a Training Officer works response operations in an overtime capacity, he or she will be compensated at the 24-hour shift overtime rate of pay for the applicable rank unless otherwise required by law.

Section 6: When a Fire Prevention staff member works response operations in an overtime capacity, he or she will be compensated at the 24-hour shift overtime rate of pay for shift personnel at the highest operational rank (FF, LT, BC) reached prior to entering Fire Prevention unless otherwise required by law.

Section 7: The City recognizes the widespread need and value locally, regionally, and nationally for a regional wildland program. The City agrees to participate in the Regional Wildland Program and provide a minimum of 15 City of Bothell firefighters with Red-Card certifications when approved by the Fire Chief or designee.

## ARTICLE X - OVERTIME PAY

Section 1. The overtime pay rate is at the rate of time-and-one-half of the normal hourly rate, which is to be based upon the formula of an annual salary divided by annual hours scheduled (2080 for Day shift and 2496 for the 24-Hour Shift schedule).

Section 2. All hours worked on the Day Shift in excess of 40 hours per week shall be overtime.

All hours worked in excess of 48 hours in the six day three-platoon, or eight day four-platoon 24-Hour Shift duty cycle shall be overtime. The exception to this will be on annual shift movement of personnel and the 24-day FLSA cycle will be used to calculate overtime. The approval of the Fire Department officer in charge shall be required before any employee may work overtime. However, overtime need not be authorized in case of an emergency or when the performance of normal duties extends beyond the normal shift. All overtime shall be rounded to the next one-half hour (e.g. 1-30 min. = 30 min. O/T; 31 - 60 min. = 60 min. O/T).

Section 3. Call-Back Staffing. In the event that overtime is not an extension at the beginning or end of a normal shift, the minimum payment shall be for three hours at the time-and-one-half rate; provided, however, that if an employee is called subsequently and within said three-hour period, the calls should be deemed merged into one overtime period. Nothing herein shall be deemed to infringe upon the right of the City through the officer in charge of the Fire Department or the alarm to determine the specific personnel, the number of personnel, and to designate those employees who are to be returned to an off-duty status.

Section 4. Overtime pay shall be added to the regular pay, unless compensatory time off is requested. Compensatory time off at time-and-one-half may be taken at the request of the employee and subject to approval of the Fire Chief or the Chief's authorized representative based upon maintaining a sufficient force on duty and available to maintain public safety. Maximum accruable time will be 48 hours.

Section 5. Call-Back Alarms. Employees responding to a full-tone alarm from off-duty status shall receive a "call to action" pay of \$10.00 per response in addition to overtime pay to be paid at one and one-half their normal hourly rate rounded to the next one-half hour. Nothing herein shall be deemed to infringe upon the right of the employer through the officer in charge of the Fire Department or the alarm to determine the specific personnel, the number of personnel, and to designate those employees who are to be returned to an off-duty status.

- A. Fire Prevention Bureau Call-Outs. When FPB personnel are requested to attend off hour's duty related work they will be compensated in accordance with section 2 of this article.

Section 6. Non-Pyramiding. All premiums and pay differentials shall be calculated on the base wage. Overtime calculations shall be made consistent with FLSA.

Section 7. The City agrees to grant leave with pay to any employee for the period of time required to honor a legal subpoena on any incident resulting from the employee's normal Fire Department duties. Employees required to appear in court during off-duty hours on behalf of the employer relative to a duty-related incident shall be compensated at the rate of one and one-half times their normal hourly rate of pay for actual time spent.

Section 8. Employees are allowed to work overtime on any shift when not already assigned to be on duty during that time. This would include the ability for an employee to work overtime on a day they have scheduled vacation.

## **ARTICLE XI - PREMIUM PAYS**

### **Section 1. Education/Longevity.**

- A. Tuition Reimbursement Policy. The City recognizes the importance of employee development and agrees to reimburse employees for the cost of tuition and registration for approved courses pursuant to the provisions of the City's Personnel Policies and Procedures Manual Section 8.3, Employee Tuition Reimbursement, dated May 8, 2008. The City agrees to provide the following funding for Tuition Reimbursement:
1. An annual budget shall be established for tuition reimbursement using the greater of the two following formulas:
    - a. A minimum of \$7,000, or
    - b. An amount equal to one-third (1/3) of the cost of one on-line 3-credit Fire Science course, per Local 2099 member through Everett Community College (ECC).
  2. Additional funding may be made available each June when the City's program and funds are reviewed pursuant to the provisions of the City's Personnel Policies and Procedures Manual dated May 8, 2008.
  3. The Fire Chief may, when funds are available, approve funding from the Fire Department budget for reimbursement of the cost of courses taken by employees. The request must be approved prior to enrollment in the course, and the employee must successfully complete the course as provided in City's Personnel Policies and Procedures Manual dated May 8, 2008.
- B. Education Incentive. Employees are eligible to earn education incentive pay for earned college credits. Employees with an Associate's degree in any fire

service field of study shall receive a 2% incentive or employees are eligible for a 4% incentive if they earn:

- a Bachelor's degree in a fire service field of study; or
- a Bachelor's degree and an Associate's degree in a fire service field of study; or
- a Bachelor's degree and an Officer Development Academy Certification (ODA) from King County; or
- a Master's degree in any field.

No employee shall receive more than a 4% education incentive.

It shall be the responsibility of the employee requesting additional pay for education to provide copies of transcripts and diplomas to the Fire Chief as documentation of their level of degree.

- C. Firefighters who are accepted into the Shoreline Paramedic Program and then resign their City of Bothell employment to continue employment as a paramedic through an interlocal agreement with Shoreline Fire Department, will be exempt from the payback provision as outlined in the City's Personnel Policies and Procedures Manual, Chapter 8:3, Section 5.F.

Section 2. Longevity Pay. Employees are eligible to receive longevity pay according to the following chart:

<u>Beginning Year:</u>	<u>Incentive</u>
5	2%
10	4%
15	6%
20	8%
25	10%
30	12%

Section 3. Day Shift Incentive Pay. Employees regularly assigned by the Fire Chief to the Day Shift, excluding Fire Prevention after December 31, 2020, as identified in Article VIII, Section 2, will receive additional compensation of 6% added to their base wage, as identified in Appendix B. Effective, January 1, 2021 employees regularly assigned to Fire Prevention will be classified and paid as listed in Appendix B. On that same date employees in Fire Prevention positions shall be required to meet advancement requirements as outlined in Appendix A. Newly classified fire prevention positions will be filled after an internal promotional process and exam has occurred as required by the Fire Chief.

- A. The current Lieutenant/Plans reviewer shall be legaced into the Assistant Fire Marshal's (AFM) position effective January 1, 2021. In order to maintain this position the legaced AFM shall be required to pass the internal AFM test with a minimum

score of 70%. In addition the legacy AFM must meet all qualifications for the position required by the Department and this CBA. All employees whom meet the minimum qualifications for the AFM may take the test and upon passing the test will then be placed on a promotional list in the event the AFM position is vacated for any reason.

An employee leaving a Day Shift assignment, with the exception of all positions in the Fire Prevention Bureau, shall have their pay "frozen" at their regular hourly rate plus day shift premium, if they worked in the position for a minimum of thirty-six (36) consecutive months. If the Department reassigns the employee prior to thirty-six (36) months, not at the employee's request, the wage shall also be frozen. The employee shall not receive any wage or cost of living increases until their wage for the reassigned position catches up.

Section 4. Specialty Pay. Employees regularly assigned by the Fire Chief to the Eastside Hazardous Materials Response Team, the Technical Rescue Team or the Special Response Team will receive an additional 1% compensation per month per specialty up to a maximum of 2% for specialty pay. Calculation of the specialty pay shall be based upon the base wage identified in Appendix B.

Section 5. Labor/Management Committee. A labor/management committee will oversee and administer the education premium program.

Section 6. Competency Based Trainer (CBT) Instructors. Employees who are CBT instructors will receive an additional 1%. Calculation of the CBT instructor incentive shall be based upon the base wage identified in Appendix B.

Section 7. Drivers.

- A. Starting July 1, 2020, or an agreed upon date, a driver rank position will be implemented. The Engine Driver (ED) will receive a 3% premium and the combined Engine Driver/Ladder Driver (ED/LD) at the station the ladder is assigned to will receive a 5% premium. Under a four (4) platoon system there will be twelve (12) positions, eight (8) ED's and four (4) combined ED's/LD's. All drivers must meet requirements of the City and pass a civil service written and practical exam as agreed upon with management.
- B. All current qualified Engine Driver's and/or Ladder Driver's (12) will have the opportunity to be "legacied" into the rank of Engineer by passing a written and practical test with a pass/fail minimum score of 70%. If successful, those members would be seated in the full time driver positions based on seniority. All other eligible drivers will be placed in accordance to test score on a promotional list for two years. All eligible drivers who pass the test and are on the promotional list may "act" in the driver position based on qualifications. All "acting" drivers will receive 3% or 5% premium when acting in lieu of assigned driver's absence. Moving forward, this position is a normally tested promotional position (similar to Lieutenant and Battalion Chief).

C. All certified drivers will be required to maintain their quarterly training requirements for apparatus operations.

Requirements for Acting Driver. Complete the Driver task book with recommendation from Lieutenant and Battalion Chief.

When the City implements a full-time dedicated Ladder truck into the system, dedicated LD positions will become available as a promotable position. Thus changing above stated premium pays to three 3% for twelve (12) ED positions and 4% for four (4) LD positions in a 4 platoon system.

## **ARTICLE XII - VACATION**

**Section 1. Vacation Accrual.** Each full-time employee covered by this Agreement and working the Day shift and Fire Prevention shall be paid vacation as follows:

For 8-hour, and 10-hour days:

<u>Upon completion of</u>	<u>Hours vacation accrual per year</u>
0 – 11 months	48
1 year	96
2 year	144
4 years	168
7 years	180
10 years	192
15 years	218
20 years	232
25 years	256

Each full-time employee covered by this Agreement and working the 24-Hour Shift schedule shall be paid vacation as follows:

<u>Upon completion of</u>	<u>Hours vacation accrual per year</u>
1-11 months	72
1 year	132
4 years	192
7 years	228
10 years	252
15 years	276
20 years	300

The original date of employment shall be used in computation of continuous service time and the employees' anniversary dates, except that termination of employment and

subsequent re-employment shall be considered a new tenure of service from the most recent employment date; except that seniority in the case of layoffs shall be defined and applied in accordance with Article XXII, Section 1.

Section 2. Vacation Use.

- A. Employees are allowed to carry over the number of hours equal to one year of accrued vacation hours into the next year. The Fire Chief shall arrange vacation time for employees on such schedules as will least interfere with the function of the Department but which accommodate the requests of the employee to the greatest degree feasible.
- B. Scheduling. Time off shall be scheduled in accordance with applicable Department General Orders. The Employer agrees to include in said Standard Operating Procedures provisions by which employees may submit for and be assured of approval for annual leave for an entire calendar year.
- C. 24-Hour Shift. To allow employees the ability to use accrued time off within the calendar year, the schedule below will be used to determine the amount of personnel allowed off each shift:

<u>Shift Strength</u>	<u>Personnel Off Each Shift</u>	<u>Shifts with Additional Person Off</u>
9	2	15
10	2	35
11	2	60
12-15	3	0
16-19	4	0
20-23	5	0

For the purposes of scheduling annual vacation dates, shift strength for the next calendar year shall be set by the Fire Chief prior to November 20 each year. For changes in shift strength which may occur throughout the year and are longer than 60 days the above schedule shall apply on a pro-rated basis for the remainder of the year.

- D. Day Shift. One person in each Division, i.e., training, operations, fire prevention, shall be allowed off each shift. Additional personnel may be allowed off at the discretion of the Fire Chief.
- E. Canceling Vacation. It is understood that there may be times when it is necessary for the Department to cancel time off due to unforeseen operational needs of the Department. In the event that approved time-off must be canceled, the Department and the Union agree to meet and discuss the needs

of the Department and the impacts on affected employee(s). This meeting shall be timely and shall result in an outcome that is equitable to both parties.

F. Shift Transfer. In the event that an employee is transferred by the employer from one shift to another the employee will be allowed to reschedule vacation time as follows: If an employee volunteers to transfer from one shift to another for the purpose of long term acting officer, transfer date shifts of choice shall not apply. When an employee is transferring shifts for a promotion, transfer dates can only be used for previously scheduled vacation. All provisions of the section remain in effect, except for shifts of choice.

1. the employee shall have first pick of all available dates;
2. the employee shall have their choice of vacation time-off based on the following schedule:

<u>transfer date</u>	<u>shifts of choice</u>
1/1 - 3/31	10
4/1 - 6/30	8
7/1 - 9/30	6
10/1 - 12/31	4

The remainder of the canceled vacation time may be carried over above the maximum into the next year or transferred to their sick leave bank. Unused "shifts of choice" may be paid on an hour for hour basis, transferred to sick leave or carried over above the maximum into the next year.

Section 3. The minimum vacation allowance to be taken by an employee shall be one 24 hour shift, or at the discretion of the Fire Chief such lesser fraction of a day as he/she may approve.

Section 4. If an employee cannot be scheduled to commence an entire vacation or any unused portion thereof during the year following the employee's anniversary date, as a result of the City's need for the employee's services, the employee may take the unused vacation time during the following year. Except as provided herein, vacation time shall not be cumulative, and the failure of the employee to make use of earned vacation time shall constitute a waiver and loss of such leave and shall not form the basis for additional compensation by reason of the employee's having continued to work at their regular job during the time the employee would have been entitled to take time off for a vacation.

Section 5. Upon voluntary termination or layoff from regular full-time service, an employee will be paid for their accumulated vacation leave balance (prior year carry over plus current year accrual), at time of separation, based upon the employee's regular rate of pay (base rate of pay plus premiums) as defined in Article IX, Section 1. A. of this agreement for such time worked.

Section 6. The accumulated vacation leave hours for an employee going from the Day Shift to the 24-Hour Shift schedule shall be multiplied by the factor in the table below. The accumulated vacation leave hours for an employee going from the 24-Hour Shift schedule to the Day Shift shall be divided by the factor in the table below.

Upon completion of:	<u>Factor</u>
0 – 11 months	1.50
1 year	1.38
2 years	0.92
4 years	1.14
7 years	1.27
10 years	1.31
15 years	1.27
20 years	1.29
25 years	1.17

### ARTICLE XIII - HOLIDAYS

Section 1. The following days or days in-lieu thereof shall be recognized as legal holidays:

New Year's Day	(January 1)
Martin Luther King Day	(3rd Monday of January)
President's Day	(3rd Monday of February)
Memorial Day	(Last Monday in May)
Independence Day	(July 4)
Labor Day	(1st Monday in September)
Veteran's Day	(November 11)
Thanksgiving Day	(4th Thursday in November)
The Day after Thanksgiving	
Christmas Day	(December 25)
One Floating Holiday	

Whenever any legal holiday falls upon a Sunday, the following Monday shall be a legal holiday. Whenever any legal holiday falls upon a Saturday, the preceding Friday shall be the legal holiday.

Day Shift and Fire Prevention employees will accrue holiday hours at 3.66 hours/pay period for the holidays listed above through December 31, 2019. Hours shall be added to each employee's holiday/vacation leave bank.

Beginning January 1, 2020 Day Shift and Fire Prevention employees will receive 88 hours holiday leave for the holidays listed above and shall be added to each Day Shift and Fire Prevention employee's holiday leave bank on January 1 each year.

Section 2. Full time employees working the 24-Hour Shift schedule shall be granted time off in-lieu of paid holidays at the rate of six (6) 24 hour shifts off duty with pay each year. Beginning January 1, 2020 144 holiday hours will be placed in a holiday leave bank (equivalent to six hours per pay period) on January 1 each year.

Section 3. Holidays paid for but not worked shall be recognized as time worked for the purpose of determining weekly overtime.

Section 4. To qualify for holiday pay employees covered by the Agreement must have been on the payroll prior to the holiday and on pay status the normal workday before or the normal workday after the holiday; provided, however, employees returning from non-pay leave starting work the day after the holiday shall not be entitled to pay for the holiday preceding their first day of work.

Section 5. Employees on the Day Shift who work on an observed holiday shall be paid their regular rate of pay, unless they were required to work the holiday in which case they will receive time and one-half their regular rate of pay for all hours worked. Day Shift employees who are working a 4/10 schedule and not working on a holiday will be compensated for eight hours of holiday and must either take accrued vacation, compensatory time or holiday leave, or flex their work week to compensate for the remaining two hours of pay for the day.

Section 6. Holiday Pay Differential. An employee working the 24-Hour Shift schedule who begins work at 0800 on either New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day, shall be paid \$40 for each said full shift worked. In the event of a shift exchange only the regularly scheduled employee shall be paid. If an employee works overtime on one of the holidays listed above and works 12 hours or more but less than 24 hours, the employee shall be paid \$20.

Section 7. Holiday Sell-Back/Debit Buy-Down. Employees may request pay, or buy-down debit days, as stated in Article VIII, Section 4. C., at their regular hourly rate of pay (base rate of pay plus premiums) in lieu of time off for holidays. The cumulative pay requested may be equivalent to no more than 120 hours per calendar year for 24-hour shift personnel. Day shift employees can sell back no more than 88 hours as described in Section 1. The employee shall submit in writing by October 15 of each year any hours to sell back on a quarterly basis in the upcoming calendar year. Such written requests will be processed annually each quarter the second pay period of March, June, September and December based upon the employee's written request submitted in October of the previous year. Cash out of holiday hours will be paid at the employee's regular hourly rate of pay (base rate of pay plus premiums) for their regular position appointment and not at the rate for any "acting" assignment that the employee may be serving at the time cash-out occurs.

Section 8. Upon separation from service holiday leave not taken will be cashed out on a pro-rated basis in relation to the number of accrued holiday hours that have occurred in the year at the time of separation, less the number of hours of holiday leave already taken by the employee for that year. For example, if the employee separates from service in March,

three holidays have occurred. If the employee has only utilized holiday leave hour's equivalent to two holidays, they would be eligible for one day of holiday leave cashed out upon separation. However, in the event the employee does not serve the entire twelve (12) months and the entire holiday pay out was made, the pro-rated holiday amount will be deducted from the final separation pay check.

#### **ARTICLE XIV - EXPENSE REIMBURSEMENT**

Section 1. Necessary expenses incurred in connection with officially assigned duties or for approved public purposes will be reimbursed by the City to the employee certifying the claim in accordance with and as authorized by Washington State Law.

Section 2. City allowance rates and procedures for reimbursement shall apply.

#### **ARTICLE XV - OTHER LEAVES OF ABSENCE**

Section 1. Sick Leave. Sick leave for both 24-Hour Shift and Day Shift personnel is established as follows:

To ensure the health, welfare and safety of the employee and fellow employees, the City may require a physician's activity prescription form or certificate, if off for longer than two consecutive shifts for 24 hour shift employees and three consecutive shifts for day shift employees, indicating approval for the employee's ability to return to work for absences due to personal illness or injury. Nothing herein shall undermine the right of the City at the discretion of the Chief or his/her designee to require an employee to show valid and satisfactory proof of illness or injury any time sick or disability leave is used. Misrepresentation of any material facts in connection with paid sick or disability leave by any employee will constitute grounds for corrective action.

Section 2. Sick Leave Accrual Rates.

- A. Day Shift - Each LEOFF-II employee shall receive 16 hours of sick leave credit for each calendar month or partial calendar month of employment for the first twelve (12) months of employment; and eight (8) hours of sick leave per month of employment thereafter. Sick leave for each full-time employee shall accumulate as provided for in this section until claimed or used.
- B. 24-Hour Shift - Each LEOFF-II employee shall receive 24 hours of sick leave credit for each calendar month or partial calendar month of employment for the first twelve (12) months of employment; and 16 hours of sick leave per month of employment thereafter. Sick leave for each full-time employee shall accumulate as provided for in this section until claimed or used.

- C. CHANGING SHIFTS - The accumulated sick leave hours for an employee going from the Day Shift to the 24-Hour Shift shall be multiplied by 1.4. The accumulated sick leave hours for an employee going from the 24-Hour Shift to the Day Shift shall be divided by 1.4.

Section 3. Sick Leave Use. Sick leave may be used for the following reasons:

- A. The employee's own illness, injury or health condition; to accommodate the need for medical diagnosis, care or treatment of a health condition; or preventive medical, dental or vision care.
- B. The employee's care for a family member with illness, injury or health condition; care for family member who needs medical diagnosis, care or treatment; care for family member who needs preventive medical, dental or vision care. Family members include an employee's child (whether biological, adoptive, foster, step-child, or child for whom employee stands in loco parentis, is a legal guardian for, or is a de facto parent and regardless of age or dependency status); parent (whether biological, adoptive, in-law, de facto, step-parent, legal guardian or person who stood in loco parentis to employee when employee was a child); spouse or registered domestic partner; grandparent; grandchild; or sibling.
- C. An absence due to closure of the City's offices by order of public official for any health-related reason, or where the employee's child's school or day care is closed for such a reason.
- D. Absences covered by the City's Domestic Violence/Sexual Assault leave policy.
- E. That portion of family and medical leave that is eligible to be compensated by sick leave, according to City policy.

"Incapacity" is defined as an employee's physical or mental inability to perform any of the essential functions of their position.

Section 4. Conversion of Accrued Sick Leave Bank Upon Separation.

- A. Cash Out. With the exception of employees who qualify for higher sick leave conversion as stated in the subsections below, upon layoff or LEOFF retirement (does not include termination for cause), employees shall have 40% of any unused sick leave hours remaining in their sick leave bank converted to a dollar value and contributed to their VEBA account. This payout will be capped at \$20,000.
  - 1. Employees shall qualify for higher sick leave conversion effective the date this contract is signed by both parties if they:
    - a. Participate in 80% of physical fitness workouts while on full duty, regular status as stated in Article VII, Section 4(b) until

their retirement date as documented on a daily basis by the employee in a Department approved ad hoc training and tracking program; and

- b. Participate in annual fitness benchmarking, per Article VII, Section 4(c), at least 80% of the time between the date this program becomes effective until their retirement date; and
- c. Attend an annual medical exam, per Article VII, Section 4(d), at least 80% of the time between the date this program becomes effective until their retirement date; and
- d. Employees who retire in 2019 do not need to meet the requirements in subsections b and c above in order to receive the higher sick leave conversion rate.
- e. Employees who retire after 2019 will need to meet all of the requirements in order to qualify for higher sick leave conversion in future years.

2. The higher sick leave conversion will be paid out for total hours accrued as follows:

HOURS ACCRUED	% INCREASE	TOTAL %
1 - 699	+6%	46%
700 – 899	+8%	48%
900 – 1099	+10%	50%
1100 – 1299	+12%	52%
1300 – 1499	+14%	54%
1500 – 1699	+16%	56%
1700 – 1899	+18%	58%
1900+	+20%	60%

- a. Employees working Day Shift or Fire Prevention will have their sick leave hours converted to the 24 hour accrual by using the factor in Article XV, Section 2. C. The regularly hourly rate of pay will also be converted to the 24 hour shift rate.
3. The payout for employees who qualify for a higher sick leave conversion rate is capped at \$35,000.

4. Employees who provide the Department with 180 days' written notice of their retirement date, and who actually retire on that date, will have their sick leave conversion rate increase by 4% subject to the \$35,000 cap (if the employee qualifies for a higher sick leave conversion rate per subsection 2 above) or the \$20,000 cap (if the employee does not qualify for higher sick leave conversion).

Upon voluntary termination employees shall have 10% of any unused sick leave hours remaining in their sick leave bank converted and paid out at their regular hourly rate of pay.

In the event of a line of duty death, employees shall have 100% of any unused sick leave hours remaining in their sick leave bank converted to an hourly amount based upon their regular hourly rate of pay (base rate of pay plus premiums). In the event that the employee dies while still employed by the City of Bothell employees shall have 60% of any sick leave hours remaining in their sick leave bank converted to an hourly amount based upon their regular hourly rate of pay (base rate of pay plus premiums). In both cases that amount shall be paid to their beneficiaries.

#### Section 5. Rehire

Except as stated in Section 4 above, unused sick leave will not be cashed out upon separation from the City. However, if a separated employee is rehired by the City within 12 months, the accrued sick leave balance that existed as of the separation date will be reinstated (excluding any portion that was cashed out).

#### Section 6. Bereavement Leave.

Bereavement leave shall be granted up to three paid shifts leave for Day shift and two paid shifts leave for 24-Hour shift for the death of immediate family of the employee or their spouse; "immediate family" shall include only: grandparents, mother, father, sister, brother, spouse, children, provided, that such leave must be taken immediately subsequent to said death or at the option of employee on or about the date of the funeral and/or burial services. Any exceptions to the above will be at the discretion of the Fire Chief or their designee. Bereavement Leave in excess of the above limits will be charged against sick leave or vacation leave, at the employee's option.

#### Section 7. Shared Leave Program.

The Shared Leave Program enables regular full-time employees to donate annual vacation leave to fellow regular full-time employees who are faced with taking leave without pay or termination due to extraordinary or severe physical or mental illnesses, or other similar catastrophic events. The program is not intended to act as an extension of Disability Leave for LEOFF I employees. The program also allows employees to accept donated annual vacation leave to care for immediate family members as permitted by the City's Family and Medical Leave Policy. Implementation of the program for any individual

employee is subject to agreement by the Chief, and the availability of shared leave from other employees. The Chief's decisions in implementing and administering the shared leave program shall be reasonable, but shall not be subject to the grievance provisions of this Agreement.

Donor Restrictions. An Employee may donate any amount of vacation leave to which he or she is entitled provided the donation does not cause the employee's vacation leave bank to fall below 72 hours. The donation shall be accounted for in a dollar amount equal to the hours donated multiplied by the hourly pay of the donor.

Donee Restrictions. An Employee may receive shared leave provided they meet the following standards:

- A. The Chief determines the employee is eligible.
- B. The employee is not eligible for time-loss compensation under RCW 51.32 (Worker's Compensation) or disability benefit payments through a disability insurance plan.
- C. The employee has complied with the sick leave provisions of this Agreement insofar as they may be applicable.
- D. The employee has submitted, if requested, a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.
- E. All other forms of available paid leave shall be used before shared leave.
- F. Leave shall be converted to an amount of hours equal to the donation dollar amount divided by the hourly pay of the donee.

Section 8. Civil Leave. Necessary leave shall be allowed to permit any employee to report for duty or to serve as a member of a jury, or to exercise any civil duty provided by law. Each employee who is granted such civil leave, shall be paid by the City for the time they are absent. Every employee, upon receiving compensation for the performance of such civil duty, shall endorse and return this payment to the City.

Section 9. Leave of Absence Without Pay. The City Manager, upon recommendation of the Fire Chief, may grant a leave of absence without pay for a period not to exceed six (6) months, if the City Manager believes it would be in the best interests of the City to do so. This leave without pay is in addition to Family and Medical Leave (FML) approved pursuant to City policy, except as provided below.

No leave without pay will be granted to any employee solely for personal gain or profit of such employee. No leave without pay will be granted to any employee until such employee has first utilized all earned and unused vacation leave. Employees shall not accrue vacation

or sick leave time during leave of absence without pay. Health benefits will be maintained by the City during the portion of leave without pay that is FML, according to City policy; employees are responsible for paying their own health benefit premiums for any full calendar month of leave without pay that is not FML time and that is not due to employee injury or illness.

In addition to the above, a leave of absence without pay will be granted by the City for any employee accepted into the Shoreline paramedic program as allowed by the interlocal agreement between Shoreline Fire District #4, Northshore Fire District #16, and the City of Bothell. Such leave of absence will be until the candidate is certified as a paramedic, or one year, whichever comes first. Once certified as a paramedic, the employee is no longer an employee of the City. Employees entering into the paramedic program and on unpaid leave from the City shall not be eligible for City benefits including accrual of sick or vacation leave during their leave of absence, but shall retain their seniority should the employee return to the Department before completing the training.

#### Section 10. Coordination of Leave Benefits.

- A. An employee whose personal incapacity requires their absence from work may utilize all forms of accrued leave (including shared leave) to supplement workers' compensation or other disability benefits, if allowed by the plan, for up to six months total absence from work; provided, that if a qualified physician issues a prognosis for recovery and ability to return to work within an additional six months, the total leave may be extended to one year.
- B. An employee who is eligible for Family and Medical Leave due to the incapacity of a dependent, and who has sick and vacation leave accruals sufficient to compensate for leave, may utilize said leave for up to a total of six months.
- C. An employee who is eligible for Family and Medical Leave due to the incapacity of a dependent, and who does not possess sick and vacation leave accruals sufficient to compensate for leave, or who is not eligible to utilize sick leave, may accept shared leave donations for a six month total leave of absence. Alternatively, said employee may waive shared leave and take a leave without pay for up to nine months, with the approval of the City Manager.

Nothing in the section limits the City's ability to consider additional reasonable accommodations under the Americans with Disabilities Act, if applicable.

The parties do not intend that the operation of Article XV, Section 10 will result in an unreasonable termination of employment, as for example, in the case of an employee who has medical prognosis of being able to return to duty within a reasonable period of time after expiration of the twelve month period.

## **ARTICLE XVI - MATTERS COVERED BY CIVIL SERVICE**

**Section 1.** At the employee's option, the employee can elect to process appeals either through the Civil Service Commission or the grievance procedure and binding arbitration. The employee has the option to choose one or the other processes but not both.

No employee shall be disciplined without just cause and no new employee after a probationary period shall be discharged without just cause.

## **ARTICLE XVII - GRIEVANCE PROCEDURE**

**Section 1.** Grievances which may arise shall be settled by the following grievances procedure. A grievance is defined as a dispute between the Employer and the Union, or an employee, or a group of employees, as to the interpretation, application or violation of any terms of this Agreement.

**Section 2.** The Association's Grievance Committee, upon receiving a written and signed statement of grievance, shall determine if a grievance exists. If in said committee's opinion no grievance exists, no further action is necessary.

**Section 3.** If the above referred to Grievance Committee determines that a grievance does exist, a representative of the Committee shall, with or without the employee, present the Union's grievance to the Chief of the Fire Department for consideration. The grievance shall be in writing, and shall include a general statement of relevant facts, the section(s) of the Agreement that has been violated, and the remedy that is sought, and shall be filed within fifteen (15) working days of the action being grieved, or when the employee reasonably should have learned of such action, whichever is later. If, within fifteen (15) working days the grievance has not been settled, it then may be submitted in writing to the City Manager for consideration within an additional ten (10) working days.

**Section 4.** If ten (10) working days after the grievance has been submitted to the City Manager no settlement has been reached, then the grievance shall be submitted to arbitration, within ten (10) working days thereafter, as provided by RCW 41.56. The Arbiter shall be selected from a list of nine Washington or Oregon arbiters provided by the Federal Mediation and Conciliation Service.

**Section 5.** Grievance claims involving retro-active compensation will be limited to no more than sixty-five (65) days prior to the written submission of the grievance to the Chief of the Fire Department of the City of Bothell.

**Section 6.** In arriving at any disposition or settlement of a grievance hereunder, neither party nor the Arbiter shall have the authority to alter this Agreement or negotiate a new Agreement. The decision of the arbiter shall be final and binding. All fees of the Arbiter shall be shared equally by the parties. All other fees and expenses, including the cost of

representation, shall be paid by the party incurring the same. Nothing in this article supersedes RCW 49.48.030.

Section 7. The Employer shall not discriminate against any individual employee or the Association for taking action under this Article.

Section 8. Discussion and the handling of grievances, formally or informally, shall take place whenever possible during the regular office hours of Employer.

### **ARTICLE XVIII - WORK STOPPAGE**

Section 1. The City and the Association signatory to this Agreement agree that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Association and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strike or slow down.

### **ARTICLE XIX - SAFETY**

Section 1. There shall be a Fire Department Safety Committee consisting of 2 members of the Union and additional Committee member(s) assigned by the Chief. The Chief or designee will set a quarterly meeting of the Safety Committee to discuss safety issues relating to the safety guidelines and requirements of the Department.

### **ARTICLE XX - NON-DISCRIMINATION**

Section 1. The City and the Association agree that they will not discriminate unlawfully against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, gender, sexual orientation, or mental or physical disability.

Section 2. There shall be no discrimination against any employees because of lawful Union membership or non-membership activity or status in accordance with RCW 41.56.

### **ARTICLE XXI - TEMPORARY/PROVISIONAL EMPLOYEES**

Section 1. When the City determines it necessary to hire temporary or provisional employees in order to meet minimum staffing levels and/or provide appropriate levels of service due to long term disability (9 shifts or more) such temporary or provisional employees shall be subject to the terms of this Agreement and shall receive all benefits and rights and be subject to all obligations except as provided herein. No vacancy occurring as a result of a long term disability shall be filled by a temporary or provisional employee for

more than eight (8) months, except as extended by mutual agreement of the Union and the City.

Section 2. The hiring procedure of such employees shall be within the exclusive jurisdiction of the Civil Service Commission and no matter relating to hiring procedure, selection or termination of the employees shall be subject to the grievance procedure of this Agreement. The termination of temporary and provisional employees is not a layoff and shall not entitle them to any right to rehire or reinstatement except as may be provided by Civil Service Law or rule.

Section 3. Vacation and sick leave benefits shall accrue from the date of hire but vacation may not be used until the temporary or provisional employee has served a minimum of six (6) months of continuous service. Upon termination, temporary and provisional employees shall not receive payment for unused sick leave but shall be paid for accrued vacation leave. LEOFF retirement and other statutory or contractual benefits shall be provided in accordance with the Statute or plan document.

Section 4. If a temporary or provisional employee is hired as a full time employee within 6 months of their release from duty as a temporary or provisional employee, their temporary or provisional time in service shall be added to their regular time in service.

## **ARTICLE XXII - LAYOFF, PROMOTION AND ACTING APPOINTMENTS**

### **Section 1. Layoff.**

- A. When necessary, employees shall be laid off in reverse order of seniority, and the last laid off shall be the first recalled.
- B. Seniority. Seniority shall be defined as paid service as a member of Bothell Fire in a position covered by this Agreement. Seniority shall not be accrued during periods of layoff or un-paid leave of absence. Seniority shall be broken by resignations and/or terminations. Upon return from layoff, unpaid leave of absence or a reversal of termination, the employee shall be granted the level of seniority previously accrued.

Employees who have the same hire date shall be assigned to the seniority list based on order of the ranking on the Civil Service Exam list. The seniority list is attached to this agreement as Appendix C, and will be updated when appropriate.

- C. Notice of Layoffs. The employer shall provide 45 days written notice to all employees affected by possible layoffs except in emergency situations. Emergency situations are defined as those over which the City does not control and which the City does not have sufficient advance notice for planning purposes.

- D. Bump downs. When officer positions are to be reduced, employees having the least time in the rank to be reduced shall be the first to be reduced in rank. Time in rank shall be accrued in the same manner as seniority described in Section 1, Subsection B of this Article.

Employees accepting a position of a lower rank, pursuant to the reduction, shall retain their existing pay for a period of 60 days following the reduction. Upon re-establishing the reduced position, the employee most recently reduced shall be offered the position first, regardless of any current eligibility list or prior to any testing process.

- E. Rehire. Employees laid off by the employer shall be placed on a rehire list in reverse order of seniority. The last employee laid off shall be the first employee reinstated by the employer. No new employees shall be hired until all laid off employees have been offered reemployment. Rejection of a rehire offer shall result in removal from the rehire list.
- F. Notification. Employees on the rehire list shall be notified of rehire opportunities by certified mail/return receipt. If applicable, an attempt will be made to contact the employee via phone and email. Employees shall reply to the employer within 25 days of receipt of notice. A laid-off employee is responsible for keeping the employer informed of any change of address.
- G. Rehire Examination. Employees notified of a rehire opportunity may be required by the employer to take a physical examination to assure that they are fit for duty. This exam will be administered by a physician from the organization currently providing Health & Wellness annual physicals to the Department. The standard to be used for the exam shall be the LEOFF 2 Physicians Return to Work Checklist. The cost for this exam shall be borne by the employer.

Section 2. Performance Evaluation. Employees receiving a satisfactory performance evaluation, on the current City of Bothell Performance Rating Form, shall be advanced to the next higher step in accordance with Appendix "A" and "B". Any employee receiving an unsatisfactory rating and not promoted to the next step shall be able to appeal the rating through the grievance procedure.

Any new Performance Evaluation form will be jointly developed, agreed upon and implemented. Significant changes to the existing performance appraisal form will be jointly developed and agreed upon.

Section 3. Eligibility Lists. The City agrees to maintain a valid eligibility list for the positions of Lieutenant and Battalion Chief to the maximum extent possible. The eligibility list shall be in effect for two years. The requirement to maintain an eligibility list for a given rank may be waived on an annual basis by mutual agreement of the Union and the City. The

promotional exam time for both the Battalion Chief and Lieutenant's testing process will begin within the calendar month of March. In the event promotional testing is needed in the same year for both Lieutenant and Battalion Chief, Labor and Management will agree on the dates for testing.

Section 4. Promotional Exam. On or before September 1<sup>st</sup> of each year the City will provide notice of promotional exams, list of references, and the type of testing process to be used (e.g., assessment center, written test, etc.), however labor and management may jointly agree to modify this notification when necessary.

Section 5. Promotional Appointments. Employees shall be promoted at the discretion of management, in accordance with Civil Service Regulations. The City will comply with the City of Bothell Civil Service Regulations in making promotional appointments. The City agrees to negotiate with the Union prior to making changes to the Civil Service Regulations (dated 11/14/18) from the current "rule of three" for promotional appointments. If an employee on an applicable certified eligibility list is passed over for promotion for a lower ranking applicant, the City, upon request, will provide notification of the reasons therefore in writing to the applicant, Civil Service, and the Union. Probation time for officers will start once regular appointment has been made.

Section 6. Acting Appointments.

- A. Persons listed on a current eligibility list shall be appointed to short-term acting positions whenever possible. Such appointments shall not involve shift changes or overtime. Long-term acting appointments shall be offered to those on the appropriate eligibility list first.
- B. Appointments to acting positions shall be for not more than 6 months except in the case of long-term disabilities.

Section 7. Eligibility Requirement for Advancement. Time served in acting Lieutenant or Battalion Chief positions of one month or more in the 12 months prior to appointment may be used to calculate the minimum requirements for time served in the eligibility requirements for another position.

## ARTICLE XXIII - ENTIRE AGREEMENT

Section 1. The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.

Section 2. The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, each voluntarily and

unconditionally agrees to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

Section 3. If any provisions of this Agreement, or the application of such provision, should 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.

**ARTICLE XXIV - TERM OF AGREEMENT**

Section 1. Unless otherwise stated herein, this Agreement shall become effective January 1, 2019 and shall remain in effect through December 31, 2021.

IN WITNESS THEREOF, the parties hereto have set their hands this 28<sup>th</sup> day of October 2019.

CITY OF BOTHELL, EMPLOYER

By: \_\_\_\_\_

City Manager

LOCAL NO. 2099, INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS

By: \_\_\_\_\_

President, IAFF Local #2099

ATTEST:

\_\_\_\_\_  
City Clerk

October 28, 2019  
Date Signed

## **APPENDIX "A"**

### **REQUIREMENTS FOR ADVANCEMENT**

Firefighter, Probationary	Pass Civil Service Exam - Meet LEOFF Standards
Firefighter I	Completion of a twelve month (from hire date) Probationary Period as prescribed by Civil Service
Firefighter II	Twelve months as Firefighter I, EMT Certification, satisfactory Performance Evaluation Form
Firefighter III	Twelve months as Firefighter II, EMT Certification, satisfactory Performance Evaluation Form
Firefighter IV	Twelve months as Firefighter III, EMT Certification, satisfactory Performance Evaluation Form
Engine D/O	Four (4) years of professional experience in the Fire Service or time frame may be adjusted by the department; Successfully completed Firefighter 3 testing Certifications prior to beginning testing process or determined by the department; Must have completed City of Bothell Pumper Operator Task Book or equivalent; Must have Firefighter I & II certification, IFSAC preferred; IFSAC Certification for Pumper Operator within the first year of promotion or as budget and class availability allows
Ladder D/O	Must meet requirement for Engine D/O; Must have completed the City of Bothell Ladder task book; Must be on current tech rescue list awaiting appointment or currently on the tech rescue team prior to testing

Deputy Fire Marshal	<p>Fire Inspector I and II Certifications within 2 years of appointment;          Upon completion of Inspector 1 &amp; 2 the inspector shall be registered and complete the next available investigator course approved by the department;          Pass Deputy Fire Marshal Exam</p>
Assistant Fire Marshal	<p>Fire Plan Reviewer Certification;          Fire Inspector I and II Certifications;          Pass Assistant Fire Marshal Exam;          Investigator Certification may be required</p>
Lieutenant*	<p>Twelve months as Firefighter IV**, Civil Service Exam, EMT Certification, satisfactory Performance Evaluation Form, Completion of Bothell Fire Departments Acting Lieutenant Task Book</p>

AND

For 2021 Lieutenant Exam accumulation of a minimum of 40 points shall be required to participate in the Lieutenant test. Thereafter, accumulation of a minimum of 50 points shall be required to participate in all future Lieutenant Tests.

Accumulate minimum of 50 points from the following table and successful completion of Acting Lieutenant Task Book:

Course/Certificate	Point Value	Max Points
King County Fire Chiefs ODA certificate	35	
AA degree in fire-related field	20	
BA/BS degree in fire-related field	25	
Masters degree in any field	20	
BA/BS degree in any field	15	
Military Experience (minimum 2 years) Honorable Discharge	5	
NFA Leadership Series	10	
IFSAC Fire Officer 1 and 2	10	20
Acting Officer Qualification—years of experience	4	16
Fire Service Instructor 1	6	
Incident Safety Officer (NFA)	6	
Building Construction	2	
Strategy & Tactics (24 hours)	2	
Fire Investigation	2	

Fire Inspection	2	
Terrorism Response for Company Officers	2	
Art of Reading Smoke	2	
Local 2099 executive board – years of consecutive experience	2	8
Peer Fitness / Peer Support – years of consecutive experience	2	8
Specialty Team Member (HazMat, TRT, Water, Wildland) – years of consecutive experience	2	8
ICC Fire Prevention courses	2	10
NFA/EMI class certificate	4 points/week	12

*Applicants may claim points from either ODA/AA/BA/Masters or from identified individual classes, but not both.*

\*Members who are on the current Lieutenant Eligibility list, as of the date of this contract, are eligible to take future Lieutenant Exams. Once a member does not take, or pass a Lieutenant exam the eligibility rules of this contract apply.

\*\*Must be met prior to the date of the written test.

Battalion Chief\*

24 months as Lieutenant\*\*, Civil Service Exam, EMT Certification, satisfactory Performance Evaluation Form, Completion of Bothell Fire Departments Acting Battalion Chief Task Book

And

Accumulate minimum of 100 points from the following table and successful completion of Acting Battalion Chief Task Book:

<b>Education</b>	<b>Point Value</b>	
Post Graduate Degree from an accredited university	60	
Four year fire related degree from an accredited college or university	50	
Four year degree from an accredited college or university	40	
Two year fire-related degree from an accredited college or university	35	
Other Certifications (Exec. Ldrshp, Harvard Flwship, NFA EFO and CFO)	10	30
	<b>Max Points</b>	<b>60</b>
<b>Experience</b>		
Experience as Operations Lieutenant	10 / year	50
Experience as Acting Battalion Chief	5 / year	15
Any Dayshift assignment	10 / year	30
Local 2099 executive board – years of consecutive experience	2	6

Project Lead(PPE, SCBA, etc.)	5	15
Leadership roles in recognized Fire service organization (Team lead on Zone 1 TRT; Team lead on Zone 1 EHMRT, USAR lead or member)	5	10
	<b>Max Points</b>	<b>65</b>
<b>Training</b>		
King County Fire Chiefs ODA certificate	15	
Fire Officer 1 AND 2	10	20
ICS Safety Officer Certification (NFA)	10	
ICS Fire Officer Certification (IFSAC)	15	
Fire Instructor 2	5	
Hazardous Materials Incident Command	10	
Certified Fire Investigator	15	
NFA or EMI attendance with certificate	5 / week	20
	<b>Max Points</b>	<b>45</b>

\*Members who are on the current Battalion Eligibility list, as of the date of this contract, are eligible to take future Battalion Chief Exams. Once a member does not take, or pass a Lieutenant exam the eligibility rules of this contract apply.

\*\*Must be met by the date of the Battalion Chief Tactical test date.

**APPENDIX "B"**

**SALARY SCHEDULE**

Section 1. The following base wage rates shall apply as of the dates indicated:

<b>Rank or Classification</b>	<b>Percent of FF IV</b>	<b>1/1/2019 (2.5%)</b>	<b>1/1/2020 (2.5%)</b>	<b>1/1/2021 (0%)</b>
Firefighter, Probationary		\$6180	\$6335	\$6335
Firefighter I		\$7056	\$7232	\$7232
Firefighter II		\$7648	\$7839	\$7839
Firefighter III		\$8231	\$8437	\$8437
Firefighter IV	100%	\$8827	\$9048	\$9048
Engine D/O	103%	NA	\$9319	\$9319
Ladder D/O	105%	NA	\$9500	\$9500
Deputy Fire Marshal	110%	NA	NA	\$9953
Lieutenant, Probationary	115%	\$10,152	\$10,406	\$10,406
Lieutenant	115%	\$10,152	\$10,406	\$10,406
Assistant Fire Marshal	121%	NA	NA	\$10,948
Training Lieutenant	120%	\$10,592	\$10,857	\$10,857
Battalion Chief, Probationary	136%	\$12,005	\$12,305	\$12,305
Battalion Chief	136%	\$12,005	\$12,305	\$12,305

The parties agree that the 2015 CBA contained a Special Projects Committee in Article XI, Section 7. The parties further acknowledge that in negotiations over the 2016-2018 CBA, they agreed to an additional 1% wage increase above market for the elimination of that Committee and committed to carry that increase into the successor labor agreement. That agreement to pay 1% above market is reflected in the above wage table.

- A. Effective 1/1/19, the Firefighter wage rates will increase by 2.5%, as shown in the table above.
- B. Effective 1/1/20, the Firefighter wage rates will increase by 2.5%, as shown in the table above.
- C. Effective 1/1/21, the Firefighter wage rates will increase by 0%, as shown in the table above.
- D. Both the Union and the City understand that the language above uses flat rates rather than CPI. This in no way means that CPI cannot be used as an economic indicator to determine salary increases in the future. This matter is a subject of negotiation.

**APPENDIX "C"**  
**Bothell Fire Seniority List**

<b>Seniority</b>	<b>Name</b>	<b>Hire Date</b>
1	Steven Scott	1/1/1984
2	Joseph Krempf	3/16/1987
3	Michael McAuliffe	3/16/1987
4	Robert van Spaandonk	3/16/1987
5	Daniel Johnson	3/16/1987
6	Jerry Hughes	3/13/1989
7	John Vaaga	3/13/1989
8	Mark Pepper	9/16/1991
9	Paul Jensen	5/31/1994
10	Hugh Moag	5/31/1994
11	Jim Vandertoorn	5/31/1994
12	Jon Troglia	5/31/1994
13	Steven Craig	5/31/1994
14	Todd Bailey	5/31/1994
15	Jeffrey Salatino	2/26/1996
16	Derek Jones	2/26/1996
17	Shane Poston	2/26/1996
18	Doug Werts	6/1/1996
19	Chad Gustafson	3/3/1997
20	Kenneth Doran	5/2/1997
21	Greg Gwyn	2/27/1998
22	Adam Lamb	2/27/1998
23	Dave Monahan	10/18/1999
24	Michael Groff	10/18/1999
25	Kirk Robinson	4/23/2001
26	Lee Fowble	11/5/2001
27	Lee Ann Crawford	8/19/2002
28	Geoff Olson	8/19/2002
29	Kelly Cross	2/12/2003
30	Mark Notaras	5/5/2003
31	Stephen Pasley	10/13/2003
32	Jonathan Rode	2/22/2005
33	Kelly Melton	2/22/2005
34	Bryan Schulz	3/1/2006
35	Bruce Myka	2/12/2007
36	Jack Greaves	2/12/2007
37	Anthony Savino	2/12/2007
38	Josh Prince	2/12/2007
39	Joel Secan	6/16/2008
40	Russ Petrick	1/28/2010

41	John Deaver	8/16/2010
42	Cody Barwell	5/1/2014
43	Brandon Orr	9/2/2014
44	Jacob Kappert	1/5/2015
45	Zachary Ames	9/1/2015
46	Nick Martindale	1/1/2016
47	Jonathan Roberts	1/1/2016
48	Tyler Griffith	1/9/2017
49	Sara Ives	1/9/2017
50	Jeremy Benson	1/9/2017
51	Robert Reed	9/5/2017
52	Chris Barnes	9/5/2017
53	Gerard Wahlman	1/8/2018
54	Nicholas Ames	1/8/2018
55	Curtis Schaffer	1/8/2018
56	Justin Iufer	1/8/2018
57	Demico Rogers	9/6/2018
58	Morgunn Ewing	9/6/2018
59	Seth Crawford	9/6/2018
60	Ryan J Smith	1/7/2019
61	Jennifer Sargent	1/7/2019
62	Brad McCoillum	1/7/2019
63	Shelby Sakoda	1/7/2019