

AGREEMENT

By and Between

CITY OF BOTHELL

and

LOCAL NO. 2099

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

January 1, 2004 through December 31, 2006

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 or employment of those employees for whom the City has recognized the Association as the exclusive collective bargaining representative

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CITY OF BOTHELL and IAFF LOCAL NO. 2099

January 1, 2004 through December 31, 2006

Mission Statement

The City of Bothell and IAFF Local 2099 are dedicated to safeguarding the lives, property and environment of our community through exceptional service. To this end we pledge to work together in ways that encourage and value:

**People
Professionalism
Pride
Courage
Integrity
Fairness
Consistency
Diversity
Safety**

ARTICLE I - RECOGNITION

Section 1. The Employer 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, with the exception of the position of Battalion Chief/Fire Marshal.

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. The Employer agrees that, as a condition of employment, all employees eligible shall become members of the Association within thirty (30) days after the execution of this Agreement or within thirty (30) days after their hire, as the case may be, subject to Section 3 hereof. The Employer and the Civil Service Commission shall have exclusive right to determine the source of applicants for employment, and shall be the sole judge of the requirements and qualifications of such applicants.

Section 2. The Employer agrees to keep in employ only members in good standing in the Association subject to Section 3 hereof. The Association agrees that an employee's payment of dues or offer of such payment shall constitute their qualifications for membership in good standing. Those in arrears for more than sixty-five (65) days shall not be regarded as in good standing. The Association agrees to give the Employer notice in writing in all cases where members have become delinquent in the payment of dues. The Employer agrees that it will, within ten (10) days after receipt of such notice, discharge such employee.

Section 3. Notwithstanding the above, it is agreed that the provisions of RCW 41.56.122 as amended relating to the safeguard of the right of non-association as defined in said statute shall be and said RCW 41.56.122 is incorporated herein by specific reference thereto.

Section 4. The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee and regular monthly dues uniformly required of member of the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee on request.

Section 5. The Union agrees to indemnify and save harmless the Employer from any and all liability resulting from the dues check-off system, and specifically including any actions taken by the City under this Article pursuant to instruction from the Association.

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 96 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 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 his/her spouse or his/her dependents (as defined in Section 15.2 of the Internal Revenue Code). The Employer agrees to pay 100% of the premium for the employees and 90% of the premiums for AWC Plan A or Group Health for spouse and dependents.

Section 2. The Association recognizes that the Employer must maintain a minimum coverage of employees with eligible dependents to be assured of obtaining and maintaining a group coverage plan. So long as the City of Bothell is able to maintain group coverage under its existing plan, or a replacement therefore, Employer agrees to pay such amount as is equal to the amount which would be paid as provided in Section 1 to another insurance company selected by employee, or to Group Health Cooperative of Puget Sound; provided, however, that in the event the City feels that its group coverage plan for all employees is jeopardized as a result of payment of said amount to other than the existing carrier, the City has a right to terminate this section immediately by notifying the Association.

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. Employer agrees to provide a disability insurance plan with benefits at least as favorable as those which are presently in effect for all employees. Premiums for said plan shall be paid by Employer.

Section 5. The Employer agrees to provide a life insurance policy in the amount of \$100,000 benefit, so long as the average monthly premium rate does not exceed \$15.00 per month per year. Premium costs in excess of the \$15.00 average rate shall be borne equally by all bargaining unit members.

Section 6. Employer agrees to provide group vision insurance program for employees and the dependents.

Section 7. For the term of this contract only, the parties agree to open this Article if medical premiums increase more than 15% during any one year of this contract.

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 contribute to the employee's choice of a City endorsed deferred compensation plan. The amount shall be equal to 2% of the employee's base wage.

Section 3. Medical Expense Reimbursement Plan (MERP)

Effective January 1, 2004, the City shall contribute on behalf of each employee \$75.00 to the MERP Plan of the Washington State Council of Firefighters Benefit Trust. The Union Board will work with the City to establish, and enroll employees in the plan.

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 Standard Work Schedule. The Standard Work Schedule shall consist of five (5) consecutive workdays, followed by two (2) days off. This Standard Schedule shall normally begin at 8:00 a.m. on Monday. The Standard Work Day shall normally be for eight (8) hours (8:00 a.m. to 4:00 p.m.). 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 7:00 a.m. and 9:00 a.m. on Monday or Tuesday.

Section 3. The Non-Standard Shift. The Non-Standard Shift (24-hour duty shift) now in use by the City as to each employee on such shift begins as 8:00 a.m. on the specific day established by the City and such employee is on duty for 24 hours, off duty 24 hours, on duty 24 hours, off duty 24 hours, on duty 24 hours and off duty 96 hours with this cycle repeated. 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 and shall be added to the employee accrued vacation time. All time earned must be taken within the calendar year in which it was earned. In recognition of FLSA requirements, each employee on this schedule shall have scheduled off a minimum of twelve (12) hours within each 27 day work cycle.

Section 4. This 24 hour duty shift is made up of various components and includes time devoted to active work, standby time, mealtime and sleep time. Active work is to be conducted between the hours of 0800 and 1700 hours.

Exceptions are one night drill per month in addition to the regularly scheduled volunteer night drills, night time inspections required by specific types of occupancies, duties needed to maintain an emergency response mode and when routine or emergency call prevent the completion of assigned duties. However, it may be necessary to work after 1700 hours in order to complete said duties.

Both parties agree that it is their intent to cooperate in assisting volunteers in achieving their competencies by voluntarily assisting volunteers on sleeper nights, with non manipulative skills-type check-offs.

Section 5. The City and the Association agree that an employee on off-duty hours, with the exception of Command Duty, 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 of the Fire Department or the alarm.

Section 6. An employee may exchange shifts with another employee when the change does not interfere with the best interests of the Fire Department and is with the approval of the Chief of the Fire Department. Shift exchanges shall not result in overtime cost to the City except that shift exchange hours worked in excess of 24 hours will be paid to the employee who worked those hours at his/her overtime rate.

Section 7. 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 non-standard shift to the standard 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.

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".

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 duty shift, or portion thereof, will be paid at an hourly rate equal to the hourly base wage of the non-standard shift Battalion Chief multiplied by a factor of 1.5.

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 standard shift and 2720 for the non-standard shift schedule).

Section 2. All hours worked on the Standard Work Schedule in excess of 40 hours per week shall be overtime

All consecutive hours worked on the Non-Standard Shift in excess of 24 hours per shift shall be overtime. In addition, all hours worked in excess of 72 hours in the nine day duty cycle shall be 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 extend 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 Manning. 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 his 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 an inconvenience 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.

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 his 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.

ARTICLE XI - PREMIUM PAYS

Section 1. Education/Longevity.

- A. Tuition Reimbursement Policy. The City agrees to reimburse employees for the cost of tuition or registration for approved courses directly related to any Associate's degree in a fire service field of study. The Union and the City agree to jointly discuss and develop a tuition reimbursement policy. When joint agreement has been reached, an MOU will be developed. In order to receive reimbursement, the employee must complete and receive a passing grade of C or better for such courses and submit the application for a refund not more than sixty (60) days following the completion of the class. If the employee has not received proper grade transcripts and so advises the Fire Chief in writing within sixty days, the employee shall be granted additional time within which to apply. Officer ranks are eligible for tuition reimbursement for approved courses directly related to a Bachelor's degree in a department-sanctioned area of study.
- B. Education Incentive. Effective January 1, 2005, 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; employees with a Bachelor's degree who have an Associate's degree in a fire service field of study shall receive a 4% incentive. 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.

1. An employee is eligible to receive the education premium pay for 24 months after the threshold number of credits are earned. In addition, employees are eligible to receive the applicable education premium for 24 months following the successful accumulation of three credits. This incentive pay will continue to be paid to otherwise eligible employees during any contract year in which the City fails to fully fund those employees' requests for tuition reimbursement in an approved field of study to meet the minimum requirement for incentive pay.

Employees pursuing or maintaining the Education Premium shall do so on their own time. If an employee is directed and scheduled to attend training during work hours that help satisfy the requirements of this section, those credits may also be counted. Approved professional seminars and classes shall be credited at 0.1 credit per class hour.

Section 2. Longevity Pay. Effective January 1, 2004, employees are eligible to receive longevity pay according to the following chart:

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

Section 3. Inspector Premium Pay. Employees assigned by the Fire Chief as Inspector in the Fire Prevention Bureau will receive additional compensation of 5% added to his/her base wage while so assigned.

Section 4. Hazardous Materials Premium Pay. Employees assigned by the Fire Chief to the Eastside Hazardous Materials Response Team will receive an additional \$40 per month when certified at the Technician level by the Hazardous Materials Response Team.

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

ARTICLE XII - VACATION

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

For 8-hour, and 10-hour days:

For contract year 2004:

<u>Upon Completion of</u>	<u>Hours vacation accrual per year</u>
1 – 11 months	48
1 year	96
4 years	120
7 years	132
10 years	144
15 years	152
20 years	168

Starting January 1, 2005:

<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

For 24-hour shifts:

<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 desires 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 General Orders provisions by which employees may submit for and be assured of approval for annual leave for an entire calendar year.

- C. Non-Standard 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. Standard 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:
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	8
4/1 - 6/30	6
7/1 - 9/30	4
10/1 - 12/31	2

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-half (1/2) of a day or shift, or at the discretion of the Fire Chief such lesser fraction of a day as he may approve.

Section 4. If an employee cannot be scheduled to commence an entire vacation or any unused portion thereof during the year following his 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 his 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 time for each completed month of service during the year commencing with their anniversary date based upon the employee's normal pay for such time worked.

Section 6. The accumulated vacation leave hours for an employee going from the standard working shift to the non-standard working shift shall be multiplied by the factor in the table below. The accumulated vacation leave hours for an employee going from the non-standard working shift shall be divided by the factor in the table below.

For Contract Year 2004

Upon completion of:	<u>Factor</u>
6 months	1.50
1 year	1.38
4 years	1.60
7 years	1.73
10 years	1.75
15 years	1.82
20 years	1.79

Starting January 1, 2005

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.

Section 2. Full time employees working a 24-hour shift shall be granted time off in-lieu of paid holidays at the rate of six (6) working shifts off duty with pay 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 Standard Shift who work on a holiday shall be paid at the rate of one-and-one-half times their regular straight-time hourly rate of pay for hours worked.

Section 6. Holiday Pay Differential. An employee working the 24-hour shift who begins work at 0800 hours 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.

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 Non-Standard Shift and Standard Shift Personnel is established as follows:

Whenever an employee takes sick leave, they will give the Fire Department at least one (1) hour notice. Further, when two (2) consecutive work days are taken, regardless of assigned work schedule, a doctor's certificate and application for LEOFF disability will be required. In the event of excessive illness or absences for work, the Chief may require a doctor's certificate at his discretion.

Section 2. Sick Leave Accrual Rates.

- A. STANDARD WORKING 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 but shall in no way exceed a total of 960 hours.

- B. NON-STANDARD WORKING 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 12 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 but shall in no way exceed a total of 1,344 hours.
- C. CHANGING SHIFTS - The accumulated sick leave hours for an employee going from the Standard Working Shift to the Non-Standard Shift shall be multiplied by 1.4. The accumulated sick leave hours for an employee going from the Non-Standard Shift to the Standard Working Shift shall be divided by 1.4.

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

- A. Personal illness or incapacity;
- B. Medical or dental treatment of the employee or dependents;
- C. Illness of an employee’s dependents necessitating the employee’s absence from work;
- D. That portion of family and medical leave that is eligible to be compensated by sick leave, according to City policy.

“Dependents” are as defined in the City’s Family and Medical Leave Policy.

Section 4. Sick Leave Incentive Program.

Once an employee has reached the sick leave cap identified in Section 2 of this article, a separate bank of additional sick leave hours will be established. This will be known as the “sick leave incentive bank,” which will have a maximum accrual cap of 720 hours. Employees may only add to the sick leave incentive bank when they are at the maximum accruable hours of their regular sick leave bank. Sick leave may not be drawn from the sick leave incentive bank unless the Fire Chief, at his/her sole discretion, authorizes the use of sick leave incentive bank hours.

Upon separation from service in good standing, employees will be reimbursed at their current rate of pay for all hours in their sick leave incentive bank, based upon the following schedule:

Voluntary termination	10%
Layoff or Retirement	20%
Death	50%
Death in the Line of Duty	100%

Section 5. Bereavement Leave. Bereavement leave shall be granted up to three paid shifts leave for standard shift and two paid shifts leave for non-standard shift for the death of immediate family of the employee or his/her 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 his/her designee. Bereavement Leave in excess of the above limits will be charged against sick leave or vacation leave, at the employee's option.

Section 6. 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 of 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 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 he meets 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 7. 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 he is absent. Every employee, upon receiving compensation for the performance of such civil duty, shall endorse and return this payment to the City.

Section 8. 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.

Section 9. 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 but excluding sick leave incentive bank) 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 9 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 consisting of three (3) members from the Association's local, 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 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 shall 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 (ten) 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

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, 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 his/her release from duty as a temporary or provisional employee, his/her temporary or provisional time in service shall be added to his/her 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 and EMS 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.

The Union and City agree to meet and work jointly in the development of a new Performance Evaluation Form for the ranks of Lieutenant and Battalion Chief, that is similar to that developed and implemented for Firefighter in 1994.

The new Performance Evaluation form will be jointly developed, agreed upon and implemented within one year of the signing of this Agreement. 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 one year and may be extended for up to one additional year. 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.

Section 4. Promotional Exam. The City will give 60 days' notice of a promotional exam and the type of testing process to be used (e.g., assessment center, written test, etc.).

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 4/27/94) 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 will provide notification of the reasons therefore in writing to the applicant and to the Union.

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, 2004 and shall remain in effect through December 31, 2006.

IN WITNESS THEREOF, the parties hereto have set their hands this ____ day of _____, 2004.

CITY OF BOTHELL, EMPLOYER

LOCAL NO. 2099, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS

By: _____
City Manager

By: _____
President, IAFF Local #2099

By: _____
Vice-President IAFF Local #2099

ATTEST:

City Clerk

Date Signed

APPENDIX "A"

REQUIREMENTS FOR ADVANCEMENT

<u>Grade</u>	<u>Requirements for Advancement*</u>
Firefighter, Probationary	Pass Civil Service Exam - Meet LEOFF Standards
Firefighter I	Completion of Probationary Period as prescribed by Civil Service
Firefighter II	Twelve months as Firefighter I, E.M.T. Certification, satisfactory Performance Rating Form
Firefighter III	Twelve months as Firefighter II, E.M.T. Certification, satisfactory Performance Rating Form
Firefighter IV	Twelve months as Firefighter III, E.M.T. Certification, satisfactory Performance Rating Form
Lieutenant	24 months as Firefighter IV*, 36 College Credits, Civil Service Exam, E.M.T. Certification, satisfactory Performance Rating Form
Battalion Chief	24 months as Lieutenant*, 57 College Credits, Civil Service Exam, E.M.T. Certification, satisfactory Performance Rating Form

*Must be met at time of appointment.

APPENDIX "B"

SALARY SCHEDULE

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

* Effective 1/1/04, the Firefighter wage rates are increased by 4.45% plus 100% CPI-W Seattle-Tacoma Index June 2002 to June 2003 and all officer ranks are adjusted according to the "% of FF IV" column above.

** Effective 1/1/05, the Firefighter wage rates will be increased by 1% plus 100% CPI-W Seattle-Tacoma Index June 2003 to June 2004 as published by the Bureau of Labor Statistics and all officer ranks are adjusted according to the "% of FF IV" column above.

*** Effective 1/1/06, the Firefighter wage rates will be increased by 1% plus 100% CPI-W Seattle-Tacoma Index June 2004 to June 2005 as published by the Bureau of Labor Statistics, and all officer ranks are adjusted according to the "% of FF IV" column above.

Add Seniority List