

COLLECTIVE BARGAINING AGREEMENT

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From: Willson, James

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF MOUNT VERNON

AND

LOCAL UNION NO. 1983

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

FIREFIGHTER CONTRACT

JANUARY 1, 2004 THROUGH DECEMBER 31, 2006

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ARTICLE I - PREAMBLE

This agreement is entered into by and between the City of Mount Vernon, hereinafter referred to as the "City" and Local 1983, International Association of Firefighters, hereinafter referred to as the "Union". It contains the entire agreement between the parties governing wages, hours and working conditions, which has been reached as the result of collective bargaining in accordance with R.C.W. 41.56, and shall be in effect for the period stated herein.

ARTICLE II - RECOGNITION OF BARGAINING UNIT

The City recognizes the Union as the exclusive collective bargaining representative for regular full-time fire-fighting personnel. Excluded: Fire Chief, Assistant Fire Chiefs, Fire Department Administrative Assistant, Department Secretary, Civilian Fire Prevention Specialist and Fire Dispatchers.

ARTICLE III - UNION SECURITY

Section 1: All employees covered by this agreement shall within thirty-one (31) days after employment by the City or thirty-one (31) days after the signing of this agreement, whichever is first, be or become members of the Union, and shall thereafter tender dues and initiation fees uniformly required as a condition of

membership. Such employees who through the rights of non-association, based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member, shall pay an amount equivalent to regular Union dues and initiation fee to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay dues and initiation fee. The employee shall furnish written proof to the Union that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

Section 2: The City will forward to the Union within five (5) working days from the date the offer is made, a copy of any conditional offer of employment made by the City to any prospective employee of the Fire Department. This copy shall include all stated terms of employment and salary quoted. The Union shall then have five (5) working days after receipt of the conditional offer of employment to verify the employment terms and salary rates quoted and will notify the City within this five (5) day period of any stated terms that are at variance with the terms of employment set forth in this contract.

ARTICLE IV - NON DISCRIMINATION

There shall be no discrimination against any employee with respect to compensation, terms or conditions of employment, nor with respect to Union membership, because of race, color, religion, national origin, age or sex, except where age or sex is a bona fide occupational qualification. Any violation shall be construed as a breach of the agreement.

ARTICLE V - PAYROLL DEDUCTIONS

The City agrees to deduct, once each month, dues and assessments from the pay of each and all Union members in an amount certified to be current by the Secretary-Treasurer of the local Union. Authorization for such deductions shall be in writing and shall remain in full force and effect during the term of this agreement. The total amount of deductions shall be remitted each month by the City to the Secretary-Treasurer of the Union.

ARTICLE VI - UNION ACTIVITIES

Section 1: The City agrees that during working hours, on the City's premises (or within City boundaries), and without loss of pay, Union officials and

elected representatives shall be allowed reasonable time to attend negotiating sessions with the City and to transmit communications as authorized by the Union to the City and other Union members. The City also agrees that during working hours and without loss of pay, Union members will be allowed reasonable time to attend Union meetings. Station response zone coverage by on-duty personnel shall be maintained during such activities by movement of personnel, or in the case of general meetings, by holding such meetings at a location to be no more than ten blocks distant from (beyond) the response zone boundaries of the assigned stations of attending on-duty personnel. Meetings may be held at Station 2 with prior permission from the Fire Chief.

Section 2: The City agrees to allow time off with pay for employees who are elected Union representatives and who are conducting business vital to the Union members, provided prior notification to the Fire Chief, or his/her designee, has been given and proper relief is available at no additional cost to the City (such as overtime). This will apply when a Union representative has the opportunity to attend the annual IAFF Washington State Presidents' Meeting, the spring seminar, the Washington State Convention, District meetings, National Convention and State Pension System meetings. Prior notification shall consist of:

1. Notification to the Fire Chief, or his/her designee, as to who will be attending and the dates they will be attending the events listed in the previous sentence by no later than December 1st of the calendar year preceding such events: and
2. Confirming the attendance to the Fire Chief, or his/her designee, at least 30 days prior to the event.

At no time will more than one firefighter be permitted time off with pay under the terms of this section to attend any of the above mentioned meetings.

Section 3: For the purpose of Sections 1 and 2, the Union agrees to forward to the City a list of the elected Union representatives and their terms.

ARTICLE VII - MANAGEMENT RIGHTS

Any and all rights concerned with the management and operation of the Fire Department are exclusively that of the City unless otherwise provided by the terms of this agreement.

A. The City has the authority to adopt rules and regulations for the operation

of the Fire Department and conduct of its employees, provided such rules and regulations are not in conflict with the provisions of this agreement, Civil Service rules, or applicable laws.

B. The City has the right to discipline, temporarily lay off or discharge employees; assign work; evaluate personnel performance and determine duties of employees; schedule hours of work; determine the number of personnel to be assigned duty at any given time and perform all other functions not otherwise expressly limited by this Agreement, the provisions of Civil Service Rules, Fire Department Rules and Regulations, or applicable law.

C: The Local recognizes that the Fire Department Management group shall consist of the Fire Chief and Assistant Chiefs and will be the responsibility of the Management group for effective operation of the Fire Department as identified in this article. It is further recognized that the City's fire command group works closely together and that this results in frequent exchange and sharing of tasks between Chief, Assistant Chief, and others in the Fire Department Command group. The Fire Department's command group shall consist of the Fire chief, Assistant Chiefs, Battalion Chiefs, Captains and any others identified by Fire Department Management. It is further recognized that the sharing of tasks and responsibilities is beneficial and that the City fire command group will continue to operate in this manner. Those positions within the Fire Department's command group that are not identified as the Fire Department management group are precluded from the hiring and discharge of employees, determination of discipline, and will not represent the city in the collective bargaining process.

D. Any personnel evaluation program developed and implemented according to the terms of section B of this Article must be mutually agreed upon by both the City and the Union within eighteen months from the date of ratification of this agreement unless otherwise agreed to by the City and the Union.

ARTICLE VIII - PREVAILING RIGHTS

All existing rights, privileges and working conditions held by employees which are not specifically addressed in this Agreement shall continue in full force and effect unless changed by mutual consent between the City and the Union.

ARTICLE IX - PHYSICALS

All new employees, including those rehired, shall have prior to their

employment, a physical examination as set forth by R.C.W. 41.26.045. Task based fitness standards shall be developed and implemented jointly by the Union and the City that meet the requirements of the Respiratory Protection Standards.

ARTICLE X – WAGES, LONGEVITY AND EDUCATION INCENTIVE

The wage schedule, the longevity schedule, and the education incentive schedule for employees covered by this Agreement is contained in Appendices A, B, and C, which are hereby incorporated by reference into this agreement.

ARTICLE XI - DRUG AND ALCOHOL TESTING POLICY AND PROCEDURES

The procedures outlined in this document for drug and alcohol testing shall be part of the current labor agreement between the City and the Union, and be covered by all applicable articles within that Agreement.

Section 1: Policy: The City and the Union recognize that drug use by employees would be a threat to the public welfare and the safety of department personnel. It is the goal of this policy to eliminate or absolve illegal drug usage through education and rehabilitation of the affected personnel. The use of alcoholic beverages or unauthorized drugs shall not be permitted at the City's work sites and/or while an employee is on duty.

Section 2: Informing Employees about Drug and Alcohol Testing: All employees shall be fully informed of the City's drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the City shall inform the employees on how the tests are conducted, what the test can determine and the consequence of testing positive for drug use. All newly hired employees will be provided with this information on their initial date of hire. No employee shall be tested before this information is provided to him. Employees who voluntarily come forward and ask for assistance to deal with the drug or alcohol problem shall not be disciplined by the City. No disciplinary action will be taken against an employee unless he/she refuses the opportunity for rehabilitation, fails to complete a rehabilitation program successfully, or again test positive for drugs within the time allowances referenced in section 14 of this Article.

Section 3: Employee Testing: Employees shall not be subjected to random medical testing involving urine or blood analysis or other similar of related tests for the purpose of discovering possible drug or alcohol abuse. If, however,

objective evidence exists establishing probable cause to believe an employee's work performance is impaired due to drug or alcohol abuse, the City will require the employee to undergo a medical test consistent with the conditions set forth in this Article.

An employee required to undergo such a test shall first be presented with the objective evidence establishing probable cause. The City will make every effort during both the investigative process and the testing process to maintain complete confidentiality.

Any employee may present objective evidence to either their supervisor or directly to the Chief. Objective evidence shall be considered to be presenting signs and symptoms of drug and/or alcohol abuse as listed within the Washington Cities Insurance Program's educational training on drug and alcohol abuse.

Section 4: Employee Training: All supervisory employees will receive training in the form of the Washington Cities Insurance Programs educational training on drug and alcohol abuse. All employees shall receive training in the recognition of the signs and symptoms of drug and alcohol abuse. The City will bear all costs of the aforementioned training.

Section 5: Sample Collection: The Collection and testing of the samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall be one that is certified by the Substance Abuse and Mental Health Services Administration (SAMHSA). The laboratory chosen must be agreed to between the Union and the City. The laboratory used shall also be one whose procedures are periodically tested by SAMHSA where they analyze unknown samples sent to an independent party. The results of employee tests shall be made available to the Medical Review Physician.

Collection of blood or urine samples shall be conducted in manner which provides the highest degree of security for the sample and freedom from adulteration. Recognized strict chain of custody procedures must be followed for all samples as set by SAMHSA. The Union and the City agree that security of the biological urine and blood samples is absolutely necessary. Therefore, the City agrees that, if the security of the sample is compromised in any way, any positive test shall be invalid and may not be used for any purpose.

Blood or urine samples will be submitted as per SAMHSA Standards. Employees have the right for Union and/or legal counsel representatives to be present during the submission of the sample. Employees shall not be witnessed while

submitting a urine specimen. Prior to submitting a urine or blood sample, the Employee will be required to sign a consent and release form (as set forth in appendix E of this agreement).

A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. All samples must be stored in a scientific acceptable preserved manner as established by SAMHSA. All positive confirmed samples and related paperwork must be retained by the laboratory for at least six (6) months or for the duration of any grievance disciplinary action or legal proceedings, whichever is longer. At the conclusion of this period, the paperwork and specimen shall be destroyed. Tests shall be conducted in a manner to ensure that an employee's legal drug use and diet does not affect the test results.

Section 6: Drug Testing: The laboratory shall test for only the substances and within the limits as follows for the initial and confirmation test as provided within SAMHSA standards. The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs:

Initial Testing

| | |
|------------------------|-------------|
| Marijuana metabolites | 50 ng/ml |
| Cocaine metabolites | 300 ng/ml |
| Opiate metabolites (1) | 300 ng/ml |
| Phencyclidine | 25 ng/ml |
| Amphetamines | 1,000 ng/ml |

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

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

Confirmatory Testing

| | |
|---------------------------|-----------|
| Marijuana metabolites (1) | 15 ng/ml |
| Cocaine metabolites (2) | 150 ng/ml |
| Opiates: | |
| Morphine | 300 ng/ml |
| Codeine | 300 ng/ml |

| | |
|-----------------|-----------|
| Phencyclidine | 25 ng/ml |
| Amphetamines: | |
| Amphetamine | 500 ng/ml |
| Methamphetamine | 500 ng/ml |

(1) Delta-9-tetrahydrocannabinol-9-carboxylic acid

(2) Benzoyl ecgonine

If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employees file.

Section 7: Alcohol testing: A breathalyzer or similar equipment shall be used to screen for alcohol use and if positive, shall be confirmed by a blood alcohol test performed by a qualified laboratory. This screening test shall be performed by an individual qualified through the State Police Academy utilizing equipment certified by the State Police. An initial positive alcohol level shall be .10 grams per 210 L. of breath. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of testing expunged from the employees file. Only specimens identified as positive on the initial test shall be confirmed using a blood alcohol level. Sampling handling procedures, as detailed in Section 5 shall apply. A positive blood alcohol level shall be .10 grams per 100 ml. of blood. If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee's file.

Section 8: Medical Review Physician: The Medical Review Physician shall be chosen and agreed upon between the Union and the City and must be a licensed physician with a knowledge of substance abuse disorders. The Medical Review Physician shall be familiar with the characteristics of test(sensitivity, specificity, and predictive value), the laboratories running the tests and the medical conditions and work exposures of the employees.

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

Section 9: Laboratory Results: The laboratory will advise only the employee and the Medical Review Physician of any positive results. The results of a positive

drug or alcohol test can only be released the City by the Medical Review Physician once he has completed his review and analysis of the laboratory's test. The City will be required to keep the results confidential and it shall not be released to the general public.

Section 10: Testing Program Costs: The City shall pay for all costs involving drug and alcohol testing as well as the expenses involved if the Medical Review Physician. The City shall also reimburse each employee for their time and expenses including travel incurred involving testing procedure only.

Section 11: Rehabilitation Program: Any employee who tests positive for illegal drugs or alcohol shall be medically evaluated, counseled and treated for rehabilitation as recommended by the E.A.P. counselor. Employees who complete a rehabilitation program may be re-tested randomly once every quarter for the following twenty-four (24) months. An employee may voluntarily enter rehabilitation without a requirement of prior testing. Employees shall not be subject to re-testing the first time they voluntarily enter a rehabilitation program on their own initiation without having tested positive after a finding of probable cause. Subsequent voluntary rehabilitation admissions shall be treated the same as a positive test result requiring an employee to participate in the testing program below. The treatment and rehabilitation costs shall be paid as per the current City of Mount Vernon insurance program. Any costs over and above the insurance coverage shall be paid for by the employee. Employees will be allowed to use their accrued and earned leave for the necessary time off involved in the rehabilitation program.

If an employee tests positive during the twenty-four (24) month period, the employee will be reevaluated by an E.A.P. counselor to determine if the employee requires additional counseling and/or treatment. The employee will be solely responsible for any costs, not covered by insurance, which arise from this additional counseling or treatment.

Section 12: Duty Assignment After Treatment: Once an employee successfully completes rehabilitation, they shall be returned to their regular duty assignment.

Section 13: Time Limitations for Information to be Kept in Files: Documentation of instances with confirmed positive testing will be placed in both the employee's personnel file and in the employee's medical file. Once treatment and any follow-up care is completed, and three years have passed, the employee's personnel file shall be purged of any reference to his/her drug or alcohol problem. After eight years have passed, the employee's medical file shall be purged of any references to his/her drug or alcohol problem.

Section 14: Management's Right of Termination of Employment: The City may, at its option, terminate from employment any employee who tests positive for illegal drugs or alcohol twice or more during any thirty-six (36) month period. The City may also, at its option, terminate from employment any employee who tests positive of illegal drugs or alcohol three or more times during an eight (8) year period. The initial instance where an employee has voluntarily entered a rehabilitation program of his/her own accord, and not as a requirement by the City as a result of positive testing after a finding of probable cause, shall not be counted as a part of either of the above situations and that employee shall not be subject to disciplinary action.

Section 15: Right of Appeal: The employee has their right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that he/she may grieve any other City action.

Section 16: Union Held Harmless: This drug and alcohol testing program was initiated at the request of the City. The City assumes the sole responsibility for the administration of the Policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this collective bargaining agreement relating to drug and alcohol testing. The Union shall be held harmless for the violation of any worker rights arising from the administration of the drug and alcohol testing program.

Section 17: Changes in Testing Procedures: The parties recognize that during the life of this Agreement, there may be improvements in the technology of testing procedures which provide more accurate testing. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements. If the parties are unable to agree on the amendments, they will be submitted to impasse procedures as outlined in RCW 41.56.

Section 18: Conflict with Other Laws: This Article is in no way intended to supersede or waive any constitutional or other rights that the employee may be entitled to under federal, state or local statutes.

ARTICLE XII - HOURS OF WORK

Section 1: The normal hours of duty for fire suppression personnel of the Fire Department shall be one hundred ninety two (192) hours per twenty-eight day cycle.

Section 2: The normal working hours will be one (1) twenty-four (24) hour shift

in a seventy-two (72) hour period, running from 0800 to 0800 hours. Total hours of work shall be scheduled so that no more than eight (8) twenty-four (24) shifts shall be worked during any twenty-eight (28) day cycle. Days off created by this scheduling are guaranteed and will not be affected by any other time off the employee takes during that cycle.

Section 3: The three (3) platoon system will be exercised in carrying out the work schedule.

Section 4: The normal hours of duty for all those employees assigned to work normal office hours shall not exceed forty (40) hours in a seven day period. Normal office hours shall be scheduled by the Fire Chief or his designee, and shall normally be between 0700- 1900 hours. Hours of work may be as agreed to between the Chief and the employee. The Chief or his designee may temporarily schedule hours in place of normal office hours in emergencies or other special circumstances and not to exceed forty (40) hours in a seven (7) day period. Such temporary rescheduling shall be for the purpose of accomplishing a specific purpose and shall not be unreasonably extended.

Section 5: Any changes to department rules and regulations and policies and procedures affecting hours of work shall be mutually agreed upon by the City and the Union.

Section 6: The Battalion Chief may be required to act as the Duty Command Officer, which would normally be one (1) week out of every four (4) weeks in rotation with other chief officers. However, temporary rotations may be scheduled in emergencies or for other special periods such as vacations.

ARTICLE XIII - OVERTIME

Section 1: For the purpose of calculating overtime for time worked in line suppression duties will be determined either hours worked in excess of twenty-four (24) hours in a seventy (72) hour period or in excess of an employees work cycle. An employees work cycle will consist of eight (8) twenty-four (24) shifts per twenty-eight (28) day cycle for those employees working twenty-four (24) hour shifts, and a forty (40) hour per seven (7) day work period shall be utilized for those employees working a forty (40) hour week.

Any employee called back to work to fill a twenty-four (24) hour shift vacancy or partial twenty-four (24) hour shift vacancy shall be paid at one and one half times the normal hourly rate.

Any employee called back to work in accordance with sections 4 and 7 of this article shall be entitled to a minimum of four (4) hours overtime pay.

A. The normal hourly rate of pay for those employees working the one-hundred ninety two (192) hour per twenty eight (28) day cycle shall be computed by dividing the individual employee's monthly salary, plus longevity pay, by 208.64 hours (192 * 13.04 divided by 12 = 208.64).

B. The normal hourly rate of pay for those employees working the forty (40) hour week shall be computed by dividing the individual employee's annual salary, plus longevity pay, by 2080 hours.

C. Employees will be paid consistent with current City payroll procedures.

Section 2: Off duty hours worked by fire suppression personnel during emergencies and drills will be paid at one and one-half (1 1/2) times his or her normal hourly rate of pay as computed in Section 1 paragraph(A) of this article. Any employee who returns to duty during emergencies or for drill shall be entitled to a minimum of one hour at one and one-half (1 1/2) times the normal hourly rate providing he or she arrives at the emergency scene or assigned station prior to completion of the incident. For any time in excess of one hour, compensation shall be made in half-hourly (1/2) increments.

Section 3: Fire station backfilling shall occur only on multiple engine responses and at the discretion of the Shift Captain or Acting Shift Captain when multiple units are out of service causing a significant gap in response capability.

When a station is backfilled, overtime compensation shall be accrued in one hour increments for the first hour and one half hour increments thereafter.

The stopping of backfilling of stations for single engine response and the start of activities described in this agreement shall begin 60 days or sooner following the signing of the 2004-2006 contract. The intent of the sixty days is to allow the Local the opportunity to create a method in the form of an operational guideline on filling the necessary personnel callback method to staff the PAU. The Local will make every effort to create this operational guideline in the most expedient manner and will submit the guideline to the administration immediately upon completion of the guideline. If the Local fails to create an operational guideline and submit it to administration within sixty days, the administration may begin the use of the PAU utilizing Policy 112, use of the overtime book, to begin staffing the PAU for the remainder of the calendar year. The Local then must submit an operational guideline to

administration by October 31, 2004 for use in filling the PAU hours for the subsequent years.

Section 4: Once an employee returns to work, he or she shall be governed by the Department rules and regulations and policies and procedures.

Section 5:A. Any mandatory training that is in addition to an employee's one hundred ninety two (192) hours per twenty eight day cycle, twenty-four (24) hours in a seventy-two (72) hour period, or forty (40) hours per seven (7) day work period shall be paid with compensatory time off or pay at the rate of one and one-half (1 1/2) times his or her normal rate at the option of the employee. The granting of pay or compensatory time-off shall be mutually agreed upon prior to attending the training.

B. Any non-mandatory training that is in addition to an employee's two hundred twelve (212) hours per twenty-eight (28) day work cycle, or forty (40) hours per seven (7) day work period, shall be paid with compensatory time off or pay at the rate of one and one-half (1 1/2) times his or her normal rate at the option of the employer. The practice of exceeding twenty-four (24) hours in a seventy-two (72) hour period will not apply to non-mandatory training. The granting of pay or compensatory time-off shall be mutually agreed upon prior to attending the training. No overtime compensation or time-off shall be applicable for non-mandatory training unless pre-approved in writing by the Fire Chief or his designee.

Section 6: When an employee is held over, overtime shall not begin to accrue until after an employee has worked eight (8) minutes beyond his or her regular scheduled work period, at which time the employee shall be paid at the rate of one and one-half (1 1/2) times the base hourly rate for a minimum of fifteen (15) minutes. For each subsequent fifteen (15) minute period thereafter, the employee must work at least eight (8) minutes to be entitled to overtime compensation.

Section 7: In the event the Chief or his designee determines that additional or qualified personnel are not available on shift, the additional qualified personnel shall be selected as follows:

A. Two sets of overtime lists shall be maintained: one set to be used for vacancies of duration of twelve (12) hours or less, and one for vacancies of duration of greater than twelve (12) hours. In the event the actual amount of overtime required is enough different from the anticipated amount of overtime needed such that the other list than the one chosen should have been used, the lists will not be revised but will stand as set per the original assumed

duration of the vacancy.

B. In the event a Captain is needed, the Chief or his designee will attempt to select the additional personnel from the appropriate available overtime list for Captains and Lieutenants.

C. In the event a Lieutenant is needed, the Chief or his designee will attempt to select the additional personnel from the appropriate available list for Captains and Lieutenants. In the event that qualified personnel are not available, a Firefighter on shift shall be assigned the duties of acting officer as per Article XV of this Agreement, and an attempt will be made to select the additional personnel from the available overtime list for Firefighters.

D. In the event a Firefighter is needed, the Chief or his designee will attempt to select the additional personnel from the overtime list available for Firefighters.

E. If the Chief or his designee is not able to fill the necessary position(s) because of the unavailability of personnel, the Chief or his designee shall have the right to assign or call back personnel to the appropriate position(s).

Section 8: Should immediate relief be needed due to injury, personal emergency, or other similar emergency situation for an employee that is on duty, the Fire Chief or his designee may select the first person on the appropriate overtime list who would be immediately available. The immediately available person shall be assigned to work for the duration of the emergency personnel shortage or for the remainder of the shift if needed. Any personnel who are listed on the department overtime list who are contacted and are willing to work but are not immediately available shall retain their position on the list.

Section 9: Emergency Mobilization- Any employee working during an emergency mobilization for which the City will be reimbursed by the State or Federal government or any other outside agency or agencies shall be compensated per Article XIII for time worked during the mobilization, including travel time to and from the emergency mobilization area and any other time where the employee is required to be immediately available or is unduly restricted for immediate response at the request of the incident organization. Time when an individual is not assigned duty and is free to leave the area, will not be given compensation.

ARTICLE XIV – PEAK ACTIVITY UNIT

Section 1: The use of a peak activity unit shall be established. A peak activity

unit (PAU) is a unit staffed by members of Local 1983 for a specific time period where increased workload is anticipated. Examples of increased work loads include, but are not limited to: mandatory training or other events as determined by the Chief or by his designee.

Section 2: The need for a PAU shall be determined by the Fire Chief or his designee. Typically, this will be driven by the need to provide relief to duty crew(s) to fulfill a specific function (i.e. mandatory training).

A PAU may be activated as an engine company, a rescue company, a ladder company, an ambulance crew, etc.

If the PAU is an ambulance, then it would be staffed with a minimum of 2 personnel. If the PAU is an engine, rescue or a ladder company, then it would be staffed with a minimum of 3 personnel. One of the positions shall be filled by an officer or a firefighter qualified to work out of class, one of the positions shall be filled by a firefighter, and the third position (if needed) may be filled by either an officer or a firefighter.

The PAU shall be utilized a minimum of 720 personnel hours each calendar year. 504 personnel hours shall be dedicated to staffing an engine, ladder or rescue while the remaining hours shall be used to staff an engine, ladder, rescue or an ambulance as determined by the Fire Chief or his Designee to best accommodate department need. The hours listed above shall be prorated for 2004 proportional to when use of the PAU is started during that year.

The PAU utilization on mandatory training days shall be scheduled by December 1 of the previous year. The Union agrees to be responsible for developing a process for the filling of needed positions. If such positions are not filled 30 days prior to need, the Fire Chief or his designee may fill the positions through Policy 112, Use of the overtime book. Any other time period shall be filled using Policy 112, Use of the overtime book.

Typically the PAU utilized for mandatory training days would be an engine with 3 personnel. This engine would respond to all single engine responses and Automatic Fire Alarms (AFA's), allowing the duty crews to remain in training. The Chief or his designee retains the right to utilize an ambulance during these mandatory training days should it be determined to be the best utilization of department resources.

ARTICLE XV - SHIFT EXCHANGE

Employees shall have the right to exchange shifts when the change does not interfere with the operations of the Fire Department. Such exchange of shifts must be approved by the Fire Chief or his designee in accordance with established department procedures. Shift trades between classifications will be allowed provided there is a minimum of one commissioned officer and a maximum of three commissioned officers scheduled on the affected shift. Such trades will not be allowed if the trade results in the Fire Department having to hire from the overtime list in order to fill a needed acting position.

ARTICLE XVI - WORKING OUT OF CLASS

Section 1: In the event an employee is assigned the duties of Acting Lieutenant, such employee shall be selected and appointed by the Fire Chief or his designee with preference in numerical rank order given to Firefighters working on the affected shift who are ranked on the most recent Civil Service promotional list for Lieutenant.

Should no ranked Firefighter be working on the affected shift, the senior Firefighter on shift who meets the following conditions shall be assigned as Acting Lieutenant. Minimum requirements to perform as acting Lieutenant shall be, as January 1, 2004, a firefighter shall have completed three years of service with the Mount Vernon Fire Department. As of January 1, 2006 the minimum requirements will be three years of service and having successfully completed a fire officer course meeting the requirements of NFPA Fire Officer 1. The Fire Department shall provide Fire Officer 1 training either in-house or reasonably available within the first two years of this contract, and shall allow individuals to attend this training by providing for shift coverage as needed. The provision to cover shift vacancies expires on January 1, 2006. If such training is not made available as above (or if there are no firefighters available on the scheduled shift who meet the above qualifications), then needed positions shall be filled as follows: should no ranked firefighter be working on the affected shift, the positions shall be filled from the overtime officers' list. Any Firefighter working as Acting Lieutenant shall be compensated at the Lieutenant rate of pay for the duration of such temporary appointment, payable in hourly increments, provided that the temporary assignment has an actual duration of four (4) hours or longer.

Section 2: In the event a Lieutenant is assigned the duties of Acting Captain, such employee shall be selected by the Fire Chief or his designee, and if more than one Lieutenant is assigned to work on the affected shift, preference in numerical rank order shall be given to Lieutenants who are ranked on the most recent Civil Service promotional list for Captain.

Should no ranked Lieutenant be working on the affected shift, the senior Lieutenant on shift shall be assigned as Acting Captain. Any Lieutenant assigned as Acting Captain shall be compensated at the Captain's rate of pay for the duration of such temporary appointment, payable in hourly increments, provided that the temporary assignment has an actual duration of four (4) hours or longer.

ARTICLE XVII - HOLIDAYS

Section 1: The following shall be recognized as official holidays of the City:

1. New Year's Day 1st day of January
2. Martin Luther King Day 3rd Monday in January
3. Presidents Day 3rd Monday in February
4. Memorial Day Last Monday in May
5. Independence Day 4th of July
6. Labor Day 1st Monday in September
7. Veteran's Day 11th day of November
8. Thanksgiving Day 4th Thursday in November
9. Day after Thanksgiving Day immediately following
10. Christmas Day 25th day of December
11. Floating Holiday

Section 2: Employees working the one- hundred ninety two (192) hour per twenty-eight (28) day work cycle shall receive six (6) twenty-four (24) hour shifts off in lieu of the eleven (11) holidays set forth in Section 1 of this Article.

Section 3: Employees working a forty (40) hour per seven (7) day work period shall receive eight(8) hours in lieu of each of the eleven (11) holidays as set forth in Section 1 of this Article.

Section 4: Scheduling of work shifts off in lieu of holidays must be approved in advance by the Fire Chief or his designee. Shifts off in lieu of holiday shall only be used during the calendar year in which they accrue and will not be allowed to accumulate from one year to the next.

ARTICLE XVIII - VACATIONS

Section 1: Vacation with pay shall be granted to permanent, full time employees

working the one-hundred ninety two (192) hour per twenty-eight (28) day work cycle in accordance with the following schedule:

- After one (1) year of service.....5 shifts off
- After five (5) years of service.....7 shifts off
- After ten (10) years of service.....10 shifts off
- After fifteen (15) years of service.....11 shifts off
- After twenty (20) years of service.....12 shifts off
- After twenty-five (25) years of service.....13 shifts off

Section 2: Employees working a forty (40) hour per seven day work period shall be granted vacation days equal to shift employees, those being as follows (a vacation day for a forty (40)hour employee is eight (8) hours):

- After one (1) year of service.....10 days off
- After five (5) years of service.....15 days off
- After ten (10) years of service.....20 days off
- After fifteen (15) years of service.....22 days off
- After twenty (20) years of service.....25 days off
- After twenty-five (25) years of service.....30 days off

A. Battalion Chiefs working a forty (40) hour per seven day work period shall receive an additional five (5) vacation days off per year.

Section 3: Vacations shall not be anticipated, and no unearned vacation with pay shall be granted. Earned vacation shall not be allowed to accumulate in excess of the current year except upon the recommendation of the appointing authority. No vacation credit shall be granted during the probationary period unless permanent appointment is received; in that event, vacation may be granted for those months served in a probationary status.

Section 4: The time which employees shall take their vacation shall be determined by the Fire Chief or his designee with particular regard for the needs of the Fire Department.

Section 5: In the event that an employee assigned to work the one hundred ninety two (192) hour per twenty-eight (28) day work cycle is reassigned to work a forty (40) hour per seven (7) day work period, or vice versa, accrued but unused vacation time shall be converted as follows: One (1) shift off equals sixteen (16) hours. Should an employee have used no accrued vacation time during the current calendar year, the employee shall receive all vacation time due as described in Sections 1 and 2 of this Article.

ARTICLE XIX - SICK LEAVE AND OTHER LEAVE

Section 1: Cumulative sick leave with pay shall accrue to each employee working the one hundred ninety two (192) hour per twenty-eight (28) day work cycle at the rate of thirty-two (32) hours for each three months of service, and shall accumulate while on sick leave or vacation. Total accumulation shall not exceed 1440 hours.

Cumulative sick leave with pay shall accrue to each employee working a forty (40) hour per seven (7) day work period at the rate of eight (8) hours per month and shall continue to accumulate while on sick leave or vacation. Total accumulation shall not exceed one hundred eighty 1440 hours.

Section 2: L.E.O.F.F. II Employees: All employees employed and hired on or after the effective date of this contract who are not eligible for L.E.O.F.F. I benefits shall be advanced a bank of sick leave in the amount of three (3) twenty-four (24) hour shifts.

Section 3: Sick leave shall be granted for the following reasons:

A. Personal illness or physical incapacity which renders the employee unable to perform the duties of his/her position, exclusive of self-inflicted physical incapacity.

B. Enforced quarantine in accordance with health regulations.

C. Care for an immediate family member suffering from an illness or incapacity. Immediate family shall be defined as any person living with or legally dependent on the employee.

Section 4: In the event an employee is absent due to illness or injury for which the employee is receiving payment from Worker's Compensation, the City's obligation shall be limited to the difference between the employee's regular wages and the amount received from the State. Earned but unused sick leave shall be charged on a pro rated basis in such case until exhausted.

Section 5: When L.E.O.F.F. II employees have used their maximum earned sick leave entitlement, they may use earned vacation, earned holidays, or other earned compensatory time to supplement their sick leave.

Section 6: The employee may be required to furnish an attending physician's report to the City after the use of more than three (3) consecutive days of sick time (40 hour week schedule), or after the use of more than one (1) consecutive shift of sick time (twenty-four hour shift work schedule).

Section 7: If the employee is taken ill, has an accident, or family death occurs while on vacation, such time shall be considered as sick leave or funeral leave as applicable provided the employee provides a physicians certificate or other evidence to substantiate a claim.

Section 8: In the event that an employee working the one hundred ninety two (192) hour per twenty-eight (28) day work cycle is reassigned to work a forty (40) hour work period or vice versa, accrued sick leave hours shall be converted as follows: One(1) shift off equals twenty-four (24) hours off.

Section 9: Family Medical Leave and Washington Parental Leave

ELIGIBILITY FOR LEAVE

Employees that have been employed by the City for at least 12 months and have worked for the City for at least 1,250 hours during the previous 12-month period may receive up to 12 work weeks of unpaid leave every 12-month period to care for:

His/her newborn child, newly adopted child, or newly placed foster child;

His/her spouse, child or parent with a serious health condition; or

His/her own serious health condition that leaves him/her unable to perform the essential functions of his/her job.

If the employee and his/her spouse are employed by the City, the City may restrict their leave to a combined total of up to 12 work weeks of unpaid leave in a 12-month period for the birth or adoption of a child or to care for a parent with a serious condition. In addition, the City may, in certain situations, grant family leave to only one of them at a time.

Family leave taken to care for a newborn or newly adopted child must be completed within 12 months of the child's birth or placement for adoption. This leave may run concurrently with maternity disability leave which is allowed for the actual period of the disability associated with pregnancy or childbirth.

NOTICE AND CONFIRMATION OF LEAVE

If an employee has a need to take an extended absence from his/her job for any of the above reasons, he/she must inform the City of specific reasons for the leave at least 30 days prior to the anticipated date of delivery or placement

for adoption, or provide 30 days' notice prior to pre-scheduled medical treatment of either the individual or sick family member. If circumstances do not allow the employee to give the required notice, he/she must give notice as soon as it is possible.

Prior to approving your request for family leave to care for themselves or their seriously ill spouse, child or parent, the City may require them to provide confirmation from a health care provider of the need for and probable duration of the leave requested for a serious health care condition. This notice must be provided within fifteen days of the date it is requested by the City. The City may, at its expense, obtain an opinion from a second health care provider (of the City's choosing) or third health care provider (chosen jointly by the employee and the City) regarding the same information. If planned medical treatment is required, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt City operations.

DURATION OF LEAVE AND METHODS OF TAKING LEAVE

If an individual applies for and is granted a family leave, he/she will normally be given up to 12 consecutive weeks off his/her regular job. However, in situations where the reason for the leave is to care for the individual's sick family member or for his/her own serious health condition, he/she may be permitted to use up to the 12 total weeks of leave on an intermittent basis or on a reduced work week schedule, if it is medically necessary to do so.

If a request is made to take family leave on a reduced or intermittent work schedule, the individual making the request must provide additional medical certification by a qualified health care provider that states that this accommodation is medically necessary. The certification must specify how long the leave on this basis will be necessary. Individuals who request this type of leave may be required to transfer temporarily to an available alternative position with equivalent pay and benefits that is better able to accommodate his/her recurring periods of leave or reduced work schedule.

While on family leave, the City may require that the person on leave periodically report his/her status and intention to return to work. The City may also require that he/she obtain subsequent recertification of the need for continued leave.

Benefits while on Leave

The City will continue medical, dental, prescription and vision coverage for up to twelve weeks under the same conditions as before leave commenced. Except in

certain circumstances, if an individual does not return from a family leave, the City may recover from that individual all insurance premiums it paid to continue his/her coverage while on unpaid leave. For example, if an employee elects not to return to work for any non-medical related reason, he/she may be liable for premiums paid while on FMLA. If his/her illness and/or the reason for FMLA continues past the allotted twelve weeks and precludes him/her from returning to work, payment of premiums is waived for the twelve week period covered by FMLA. If he/she is unable to return to work following the twelve week FMLA period, and his/her medical benefits have expired, he/she will be offered COBRA in accordance with the City's medical insurance plans.

If an individual takes family leave to care for a newborn or adopted child, he/she may use up to 120 hours of sick leave and thereafter will be required to use vacation and/or comp time leave, to be specified by the employee.

If an individual takes a family leave to care for themselves or a sick child due to a serious illness, he/she is required to use accrued paid vacation, sick and/or comp time leave during the family leave to be specified by the employee.

EFFECT ON OTHER BENEFITS

Taking a family leave will not cause an employee to lose any employment benefits which accrued before the start of his/her leave (e.g. seniority). However, he/she will not accrue these benefits during his/her unpaid family leave.

RETURN FROM LEAVE

Upon returning from a family leave, an employee will generally be assigned the same position held when the leave commenced or a position with equivalent pay, benefits, and other conditions of employment. Some exceptions apply to this, for example, if an employee would have been laid off during the period of the leave, the employer is not responsible to reinstate that employee. If an employee is designated as a key employee (designation must be made at the time the employer responds to a request for FMLA leave, key employee in most cases would be described as being a salaried employee) and the employer can establish that restoration of employment would cause substantial and grievous economic injury to the employer's operation, the employer may deny restoration of employment.

EXTENSIONS

In certain circumstances, a medical leave of absence may be extended beyond 12 weeks, upon request, when accompanied by an explanation of the need for an extension period from a physician. Group insurance coverage may terminate at the

end of the month in which the extended leave begins. If an individual desires to continue his/her group coverage, he/she must make arrangements to prepay his/her individual and dependents' premiums each month. These arrangements should be taken care of before beginning the extended leave of absence, but in no case later than 30 days after the end of the month in which the extended leave began. The City cannot guarantee that the employee will be able to return to the same or similar job after he/she returns from an extended leave of absence. Failure to return from an extended leave on or before the agreed-upon date may result in termination.

POTENTIAL RESTRICTIONS ON AVAILABILITY OF FAMILY LEAVE

The City may also limit the benefits available under this article for certain salaried employees. Such employees may be denied the right to return to a same or equivalent position. Such employees will be informed of their status and rights at the time they submit their request for leave.

Washington Parental Leave

Washington Parental Leave is not in effect while the Federal Family Medical Leave Act is in force and provides the same or more family leave. Except as follows,

- A. An employee has the right to be returned to a workplace within twenty miles of the employee's workplace when leave commenced.
- B. The Washington Parental leave shall be in addition to any leave for sickness or temporary disability because of pregnancy or childbirth.
 - 1) Upon receipt of a release to work from a maternity disability, an employee will be eligible for Washington Parental Leave.
 - 2) Parental leave is available to all full-time employees for a period up to twelve workweeks of unpaid parental leave during any twenty-four month period.
 - 3) An employee using Parental Leave may use up to 120 hours of sick leave and thereafter will be required to use vacation and/or comp time leave, to be specified by the employee.
 - 4) FMLA may run concurrently with Maternity Disability Leave and/or Washington Parental Leave.

Section 10: Military leave of absence- Every employee of the city who is a member of any United States Armed Force shall be entitled to and shall be granted military leave of absence from such employment for a period not exceeding fifteen working days each calendar year. Such leave must be for the purpose of active training duty. Such military leave shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled.

The employee must furnish a copy of his or her orders to his or her department head prior to starting a tour of duty in order to receive full city pay for the period involved.

Section 11: Jury/Witness Leave- In the event any full-time employee is called for jury duty or is required to attend court as a witness, such employee shall be granted a leave of absence without loss of compensation. There shall be no reduction of accrued vacation or sick leave during the period such employee is actually serving as a juror or witness. In the event the employee is excused prior to the end of his or her workday, such employee shall report back to work immediately until again called by the court. Any juror fee or any witness fee paid to the employee may be retained by the employee, provided, the employee may not receive compensation in excess of the fee paid to all witnesses generally, for services as an expert witness, and also receive paid leave under this section.

Section 12: Other leave- In addition to other provisions for paid leave, the mayor may, in his sole discretion, grant leave for limited periods of time for such other reasons as the mayor determines to be in the best interests of the city and the employee.

Section 13: Compensatory time off- Employees who accumulate compensatory time off under the terms of this agreement shall be permitted to accumulate compensatory time off for hours worked in excess of normal hours up to a maximum of two hundred forty (240) hours. Accumulated but unused compensatory time off earned during any calendar year may be carried over to the next calendar year by the employee; however, the City may elect to limit compensatory time off accumulation being carried over by cashing out the compensatory time off by providing pay at one and one-half times the employee's normal rate in lieu of carrying over compensatory time off.

ARTICLE XX - FUNERAL LEAVE

Section 1: It is hereby mutually agreed that in the event of a death in the immediate family of an employee, such employee shall be granted time off with full pay. "Immediate" and "Time Off" shall be defined as follows:

A. Immediate family member or close relative shall mean only the employee's husband, wife, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandson, granddaughter, step-father, step-mother, step-daughter, step-son or any other person living with or legally dependent

upon the employee.

B. Time off (24 hour shift employees): An employee shall be granted two (2) consecutive twenty-four (24) hour shifts off, with full pay, to assist with funeral arrangements and attend services when death occurs within the state of Washington, and three (3) consecutive twenty-four (24) hour shifts off, with full pay, to assist with funeral arrangements and attend services when death occurs outside the state.

C. Time off (employees working 40-hour week): An employee shall be granted up to 40 hours of work off with full pay, to assist with the funeral arrangements and attend services when death occurs within the state of Washington, and up to 56 hours of work off with full pay, to assist with funeral arrangements and attend services when death occurs outside of the State.

D. All funeral leave shall be by notification and arrangement between the employee and the Fire Chief or his designee.

ARTICLE XXI - HEALTH AND WELFARE

Section 1: The City shall establish a self-insurance fund to provide for the payment of medical, prescription drug, dental, and vision expenses incurred by full-time permanent employees and their dependents.

Section 2: Covered expenses shall be paid according to the schedule of benefits as listed in the City of Mount Vernon Medical/Dental Benefit Plan which is hereby incorporated by reference into this agreement.

Section 3: This Self-Insurance Fund shall be governed by the conditions and requirements detailed in Appendix D.

Section 4: A life insurance policy, as provided by Mutual of Omaha Life Insurance Company, shall be provided by the City and paid for by the employee. The City agrees to deduct the monthly life insurance premium from each employee's salary and remit the same to Mutual of Omaha Life Insurance Company. Participation in this life insurance program shall be at the employee's option.

Section 5: The City shall provide for LEOFF II employees enrolled in the Standard Insurance Company Supplemental Disability Insurance program an optional payroll deduction which will provide for the automatic deduction of the monthly premium amounts which will then be forwarded by the City to the insurance provider. Participation in this payroll deduction program shall be at the

option of the employee. Specific annual enrollment periods may be established by the City at its option.

ARTICLE XXII - OPERATOR'S INSURANCE

The City shall provide a minimum of \$3,000,000 Liability and Errors and Omissions Insurance protection for every employee while in performance of their duty. The insurance afforded each employee does not apply to:

A. Bodily injury to 1) another employee of the named insured arising out of or in the course of his employment, or 2) the named insured, or if the named insured is a partnership or joint venture, any partner or member thereof.

B. Property damage to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by 1) another employee of named insured, or 2) the named insured, or if the named insured is a partnership or joint venture, any partner or member thereof.

ARTICLE XXIII - VACANCIES AND PROMOTIONS

General Requirements

This article shall supersede any and all Civil Service Commission rules regarding promotions for the ranks of Lieutenant, Captain, and Battalion Chief.

Section 1: For the promotional positions of Lieutenant, Captain, and Battalion Chief, it shall be understood that until a position is funded or is reasonably expected to be funded this article shall not apply, the City shall certify three (3) eligible candidates, from the promotional list for that position, to the Mayor. The mayor may then choose any one of the three names to fill the position. If a candidate that ranks higher than another candidate is passed over for promotion, a written explanation as to why the candidate was passed over shall be provided to that candidate. The promotional positions of Lieutenant, Captain, and Battalion Chief shall come from within the Mount Vernon Fire Department. If at least three eligible candidates do not apply for the posted position, the City may then advertise and invite qualified applicants from the outside to test for the posted position.

Section 2: The City shall establish and maintain current promotional eligibility lists for Lieutenant, Captain, and Battalion Chief. Such eligibility lists shall

rank individuals qualified for certification to the Mayor based upon the results of examinations and any applicable service or veterans' preference credits, as provided in Sections 22 and 23.

Section 3: The City shall hold additional examinations for the purpose of updating and keeping current the promotional lists for Lieutenant, Captain, and Battalion Chief if upon requisition by the Mayor for an employee the City is unable to certify three (3) eligible candidates to the Mayor in accordance with Section 1.

Eligibility Lists – Definition and Removal From

Section 4: There shall be two types of promotional eligibility lists.

4a Reinstatement List: An eligibility list, according to class, containing the names, in rank order according to retention credit for employees and former employees who have been removed from their permanent position by a reduction in force (RIF) or an involuntary demotion/resignation pursuant to Article XXIV Section 3. Personnel demoted for disciplinary reasons are not eligible for placement on the reinstatement list. Those RIF'd personnel shall be given priority for promotion over any other personnel on the respective list. If an employee is RIF'd due to budgetary constraints and the position remains unfunded for a period of three (3) years, a new eligibility list will be established upon funding of the position. All current reinstatement lists and effected employees on current reinstatement lists as of January 01, 2001 shall not be subject to the constraints of this article and shall retain all reinstatement rights as previous rules allowed prior to the acceptance of this collective bargaining agreement.

4b Promotional List: An eligibility list, according to class and department, containing the names, in rank order, of employees who have successfully passed an examination given for the promotional class for which the list is established.

Section 5: All promotional eligibility lists, and the eligibility of all persons appearing on such list shall continue in full force and effect for not less than one (1) year, but no longer than two (2) years, unless otherwise exhausted or terminated sooner. Any eligibility list that has been in effect more than one (1) year may be abolished and a new examination held whenever in the judgment of the City the interest of the classified service makes such course desirable.

Section 6: The City shall remove the name of a candidate from any promotional or reinstatement eligibility list for any one or more of the following causes:

6a: A written request from the eligible candidate that his/her name be removed.

6b: Regular appointment to a permanent position through certification from an eligibility list for the same or higher class.

6c: Declination of an appointment.

6d: Failure, upon certification from the particular eligibility list, to respond to a notice to appear for an appointment interview with the appointing power and/or department head, within the time designated in such notice;

6e: The non-availability of an eligible candidate or employment or appointment.

6f: Failure to give notice of change of address or notification relative to availability for employment or appointment, or failure to respond to a written inquiry from the appointing power relative to such availability;

6g: The making of any false statement by the eligible candidate with regard to any material fact in his/her application, or who has attempted any deception or fraud in connection with any application or examination;

6h: For willfully or corruptly making any false statement, certification, mark or grading or report in regard to any test for appointment held or made under the provision of these rules.

6I: When the eligible candidate has been dismissed or has resigned in lieu of termination from any previous employment or position in any classified service, or any other public or private employment, for any cause which would be cause for termination from City service as set forth in the Rules and Regulations of the Mount Vernon Fire Department, or whose record of employment has not been satisfactory with any other employer.

6j: The eligible candidate fails to present themselves for the, medical or psychological examination, or fails to cooperate in supplying the needed information to conduct a thorough and complete background investigation.

6k: Where the medical and/or psychological examination reveals that the

candidate is physically or mentally unfit to perform the duties of the position which they seek. Minimum medical standards are those set forth in the RCW's for LEOFF 2 Retirement system personnel.

6l: Where the background examination reveals that the eligible candidate has been convicted by the State or Federal government for any crime the punishment could have been imprisonment in a Federal or State prison or institution, or that they have been convicted of any offense involving moral turpitude, narcotics or drugs, or any other circumstances that would lead the reasonable person to conclude that the candidate is unfit for a position in the classified service for failure to possess good moral character.

6m: In the case of a promotional eligibility list, where the candidate has separated from employment with the City of Mount Vernon for a reason other than layoff.

6n: When a candidate has not been appointed from an existing list and the duration of the list has expired.

Section 7: Whenever a candidate is removed from an eligibility list, for any of the reasons outlined in Section 6, they shall be notified, in writing, by certified mail or in person, as to the reason for removal from the list.

Section 8: Appeal of removal of a candidate from a promotional list shall be made under Article XXVI.

Notice of Examination – Applications

Section 9: A general notice of examination for the positions of Lieutenant, Captain, and Battalion Chief shall be made at least thirty (30) days prior to the last date of filing for a given position. This notice shall be made by posting on the bulletin boards at all fire stations, via e-mail, and via a letter delivered to each eligible candidate's residence.

Section 10: All applicants for a given test must file an application for the position for which they are testing. The application shall consist of a resume that clearly demonstrates the applicant meets the minimum qualifications for the position for which they are applying. This application must be filed with the Human Resources Director or designee during regular business hours and within the time limits fixed in the official announcement of examination. The applications shall be stamped with the date and time that they were received. Amendments or corrections must be made by the applicant within the time limit fixed in the official announcement of examination. No applicant will be admitted to any examination without first having filed a proper application. By

filing an application, all applicants consent and agree to submit to the following examinations or investigations to determine their suitability to hold the position of Lieutenant, Captain or Battalion Chief: Background investigation and psychological examination.

Section 11: The City may reject any application or applicant for appointment to the classified service and prohibit such person from taking the examination for the following reasons:

11a: The applicant lacks any of the minimum qualifications set forth in the examination announcement and Section 3 of this rule;

11b: The applicant, after notification, did not promptly present himself/herself at the time and place designated for any examination required under these rules.

11c: The applicant refuses to furnish all information required to complete the application, or has made a false statement with regard to any material fact in his/her application, or who has attempted any deception or fraud in connection with such person's application.

Section 12: Whenever a candidate is rejected for a promotional examination for any of the reasons set forth in Section 12, they shall be notified, in writing, by certified mail or in person, as to the reason for removal from the list.

Section 13: Appeal of rejection of a candidate from a promotional examination shall be made under Article XXVI.

Minimum Service Requirements

Section 14: The following minimum service requirement shall be in place:

14a Lieutenant: Minimum of five (5) years service as a full-time paid structural firefighter in a municipal fire department, fire district, or federal military installation and at least two (2) years as a top step firefighter in the City of Mount Vernon Fire Department. Must be certified as a Fire Officer 1 (IFSAC) or equivalent. This certification requirement will be phased in as described in Section 14e.

14b Captain: Minimum of five (5) years service as a full-time paid structural firefighter in a municipal fire department, fire district, or federal military installation and a minimum of two (2) years as a Lieutenant Must be certified as a Fire Officer 2 (IFSAC) or equivalent. This certification requirement will

be phased in as described in Section 14e.

14c Battalion Chief: Minimum of seven (7) years service as full-time paid structural firefighter in a municipal fire department, fire district, or federal military installation with a minimum of three (3) years as a Lieutenant or a position of equivalent or higher authority, and 90 credits or an AA. Must be certified as a Fire Officer 2 (IFSAC) or equivalent. This certification requirement will be phased in as described in Section 14e.

Should the positions of twenty-four (24) hour shift Battalion Chiefs be created and filled during the period of this contract, the following stipulations shall apply: (1) Positions shall be offered to any individual on the reinstatement list for Battalion Chief. The educational requirements shall not be applied as a requirement. (2) The positions shall be offered to the existing captains through the regular promotional process.(3) It will be the responsibility of the individuals promoted to meet the educational requirement within 2 years of promotion.

14d: All applicants must meet the minimum service requirements by the closing date and time for the posted position.

14e: To phase-in the certification requirements, the following process shall be utilized:

14e1: The certification required shall be IFSAC (International Fire Service Accreditation Congress) as administered by the Washington State Patrol.

14e2: Training or Accreditation equivalency shall be based on the applicable NFPA standard currently adopted by the Washington State Patrol for personnel testing and certification.

14e3: The Fire Officer 1 requirement shall take effect for any Lieutenant testing process occurring after 6/30/02. From 7/1/02 through 6/30/04 the candidate need only meet the training requirements for NFPA Fire Officer 1, not inclusive of any pre-requisites for Fire Officer 1 certification (NFPA Firefighter 1 or NFPA Firefighter 2). The Fire Chief or designee shall determine the NFPA Fire Officer 1 training equivalency. The candidate must meet the training requirements in order to be eligible participate in the testing process. After 7/1/04, Lieutenant testing candidates must be certified as an IFSAC Fire Officer 1 or equivalent certification, or must have met all requirements and be eligible for certification as an IFSAC Fire Officer 1.

14e4: The Fire Officer 2 requirement shall take effect for any Captain or

Battalion Chief testing process occurring after 6/30/02. From 7/1/02 through 6/30/04 the candidate need only meet the training requirements for NFPA Fire Officer 1, not inclusive of any pre-requisites for Fire Officer 1 certification (NFPA Firefighter 1 or NFPA Firefighter 2). From 7/1/04 through 6/30/05 the candidate must meet the training requirements for both NFPA Fire Officer 1 and Fire Officer 2. The Fire Chief or designee shall determine the NFPA Fire Officer 1 and 2 training equivalency. The candidate must meet the training requirements in order to be eligible participate in the testing process. After 7/1/05, Captain and Battalion Chief testing candidates must be certified as an IFSAC Fire Officer 2 or equivalent certification, or must have met all requirements and be eligible for certification as an IFSAC Fire Officer 2.

14e5: Should the State of Washington not have IFSAC certification available or in place, the training requirements shall still be in force.

14e6: The Fire Department shall make training reasonably available to allow staff to meet the Fire Officer 1 and Fire Officer 2 requirements. This training shall also include any required pre-requisite training (such as Firefighter 1 and Firefighter 2). Fire Officer certification training is not a job requirement for firefighters. Notwithstanding, the City sees the value in professional development programs. As such, the Fire Department will make this training reasonably available, and within the constraints of the approved budget shall pay course tuition and fees towards NFPA Fire Officer 1 and Fire Officer 2 certification courses. The City shall not be liable for payment of overtime for firefighters attending these courses.

14e7: Personnel desiring to attend Fire Officer certification courses should meet with the Training Officer to outline a course of study. The intent of this meeting is to determine courses that may be available locally or regionally that will maximize our training resources as well as provide quality courses.

14e8: These training and certification requirements only affect eligibility to testing in a promotional process. Current Lieutenants and Captains, or personnel promoted prior to the expiration of our current promotional lists, or RIF'd employees are not required to meet these training or certification requirements, unless they desire to test for a promotion. At that time, they will be required to meet the requirements of 14e3 or 4.

Examinations and Service Credit and Veterans Preference

Section 15: All promotional appointments in the fire service shall be made solely on merit, efficiency and fitness, which shall be ascertained by

competitive examinations and impartial investigations as set forth in this article.

Section 16: All promotional examinations and tests shall be prepared by the Chief Examiner under the direction of the City to insure that all aspects of the examination and tests are competitive, impartial, practical in their character, and have paramount regard to those matters such as skill, knowledge, abilities, and fairly test the relative capacity and fitness of the individual for a particular position. A representative of the collective bargaining unit shall work with the Chief Examiner throughout the application and testing process.

Section 17: The particular form of any competitive promotional examination shall be left to the discretion of the City. Promotional examinations may include a written examination, and an assessment center. An oral interview may be included as a part of an assessment center.

The Chief Examiner shall make and preserve a record, which shows the rating standard, and formula used, and shall preserve individual test records of candidates for a minimum of two (2) years.

17a Written examination: Any qualified applicant for a civil service position shall be permitted to sit for the written examination when he or she presents himself/herself to the examining location at the correct date and time specified in the examination notice.

17b Assessment Center: Assessment centers used as part of the examination process may be prepared and administered by a consultant or by a departmental representative approved by the City and the Union.

Section 18: The identity of all persons taking a competitive written test shall be concealed from the examiners by the use of an identification number which shall be used on all examination papers. This number shall be used from the beginning of the examination until the papers have all been rated. Any papers carrying the name of the applicant, or any other identifying mark, or any applicant who reveals his/her identification number to the City or any member of its staff, directly or indirectly, shall be disqualified and the applicant so notified in writing immediately.

Section 19: Any applicant shall have the right to personally inspect their examination papers within fourteen (14) calendar days after the examination. Such personal inspections shall be made in the presence of the City or their authorized designee. An error in grading or rating, if called to the attention

of the City within the inspection period, shall be corrected immediately. Corrections shall not invalidate an appointment previously made, except that in the case of a promotional candidate, any error discovered within the fourteen (14) calendar day period shall corrected and any promotions made on the basis of the error shall be adjusted accordingly.

Section 20: Any appeals of the testing process shall be made in accordance with Article XXVI.

Section 21: The scoring total for all parts of an examination shall be set at 300 points. The City may determine the minimum grade for the overall examination, and for the following individual parts of the examination (if used): the written test, and the tactical/IMS section of an assessment center. Any candidate who fails to attain at least this minimum grade shall be considered to have failed the examination and shall not be examined on any further parts, if they are planned. Appropriate objective techniques and procedures shall be used in rating the results of the various parts of the examination's process, and in determining the relative ratings of the competitors. A candidate's final score shall be expressed as number of points earned out of a possible 300. Such score shall be referred to as the raw earned examination score.

Section 22: Regular employees in the classified service who receive a passing grade on a promotional examination shall have a credit for continuous service added to such grade. Such service credit shall be computed by adding to the raw earned examination score (1) one point for each full year of continuous service as a regular employee in the classified service, up to a maximum of twenty (20) years.

Section 23: Pursuant to RCW 41.04.010, every veteran who legally qualifies for, takes and passes an entry level or promotional (23c only) examination shall be entitled to scoring criteria status only as hereinafter provided, by adding the prescribed percentages to his/her total earned cumulative examination score in accordance with the following:

23a: Ten percent (10%) to a veteran who served during a period of war or in an armed conflict as defined in RCW 41.04.005 and does not receive military retirement. The percentage shall be added to the passing mark, grade, or rating of competitive examinations until the veteran's first appointment. The percentage shall not be utilized in promotional examinations.

23b: Five percent (5%) to a veteran who did not serve during a period of war or in an armed conflict as defined in RCW 41.04.005 or is

receiving military retirement. The percentage shall be added to the passing mark, grade, or rating of competitive examinations until the veteran's first appointment. The percentage shall not be utilized in promotional examinations.

23c: Five percent (5%) to a veteran who was called to active military service for one or more years from employment with the State or any of its' political subdivisions or municipal corporations. The percentage shall be added to the first promotional examination only.

23d: There shall be no scoring criteria status other than those which have been specifically provided for above and the scoring criteria status above specified in (a), (b) and (c) must be claimed by a veteran within fifteen (15) years of the date of the veteran's release from active service. The fifteen (15) year period may be extended for valid and extenuating reasons, which include, but are not limited to:

23d1: Documented medical reasons and beyond the control of the veteran.

23d2: Any Veteran's Administration documented disabled veteran.

23d3: Any veteran who loses his/her job, without being a fault, and whose livelihood is adversely affected may seek scoring criteria employment consideration.

23e: This credit shall be given only on any applicant's first competitive examination given by the City of Mount Vernon in which the applicant receives a passing earned examination score prior to the credit being added; however, the applicant's first competitive examination shall not be construed to be the first examination for which the credit for veterans preference is requested, since the applicant is responsible for claiming the preference, and if he/she fails to do so, he/she shall have waived the credit to which he/she would have otherwise been entitled.

Section 24: The total earned cumulative examination score plus any applicable credit shall be referred to as the applicant's final examination score. If no credit is applicable, an applicant's earned examination score will also be his/her final examination score. It is this final examination score which shall be used in determining the order in which the names of applicants appear on the eligibility list from a competitive examination.

Section 25: Each applicant taking a promotional examination shall be given

written notice of their results and ranking. Written notice shall include points earned on each individual section of the examination as well as the amount of service credit points the individual has earned. The final examination score shall also be given. It is this final examination score that shall be used in determining the order in which names of applicants appear on the eligibility list. Applicants shall receive this notice within five (5) calendar days of the completion of the examination.

Establishing and Certifying Eligibility Lists

Section 26: Upon the establishing the final examination score of each applicant, the Chief Examiner shall prepare a proposed eligibility list, ranking the candidates according to their final score. Ties in final score shall be resolved by priority in time of filing applications. The Chief examiner shall forward the proposed eligibility list to the City for certification within 3 working days following the end of the fourteen-day period specified in Section 19.

Section 27: After receiving the proposed list from the Chief Examiner, the City shall take action to either approve or reject the proposed list. If the list is approved the list shall become known as a promotional eligibility list for the specified class. The City shall meet within seven (7) working days of receipt of the list to take action.

Provisional Appointment

Section 28: The City may authorize the Mayor to temporarily fill a vacancy in a permanent position by provisional appointment when there occurs a vacancy in a permanent position in a class for which appropriate eligibility lists are not then available, and pending the results of a competitive examination and creation of an eligibility list from which a permanent appointment can be made; Provided, that the City makes a finding that such provisional appointment is necessary to the effective operation of the department involved.

Section 29: Provisional appointments shall be terminated at such time as permanent appointment can be made from the appropriate eligibility list or until such time as the reason necessitating the provisional appointment no longer exists. However, no provisional appointment shall exceed four (4) months from the date of appointment. No person shall receive more than one (1) provisional appointment in a given class for more than four (4) months in any one calendar year except for the following reasons: 1) Providing continuity of leadership for the department, 2) The provisional appointment is anticipated to end within the next four month period, 3) An eligibility list is in the process of being

established.

Section 30: A provisional appointee shall have the authority and responsibility normally attendant in the position to which the employee has been appointed during the effective period of the appointment.

Section 31: The acceptance by an individual of a provisional appointment shall not affect their standing on the eligibility list for permanent appointment. Such service shall not be counted as part of the probationary period set forth in Section 38 of this Article in case of such appointment to a permanent position.

Section 32: A provisional appointee shall not acquire any Civil Service status in the position or class to which appointed by virtue of any provisional appointment. Such status may be acquired only by permanent appointment under these rules.

Section 33: A provisional employee shall not accrue any service credits in the position to which he/she has been appointed except those credits to which such employee would otherwise be entitled.

Section 34: Those individuals on a reinstatement list who have been involuntarily demoted after attaining a permanent appointment shall be re-appointed to their respective position in the affected class before any provisional appointment is made. If the re-appointment is temporary, the affected individual shall be RIF'd and placed back on the re-instatement list for a period not to exceed three (3) years from the date of the RIF for an un-funded position. The re-instatement list shall take priority in filling vacant positions over the promotional list for a given class.

Section 35: Provisional appointments shall be made in rank order from the affected eligibility list. Should there be no current eligibility list for a given classification, seniority within the next lower classification shall be used to select an employee for provisional appointment.

Miscellaneous Situations

Section 36: Appointments to Vacancies Resulting from Regular Employees on Indefinite Military Leave of Absence shall be considered as a permanent position and shall be filled in the manner provided in this Article.

Section 37: Appointments to Vacancies Resulting from Regular Employees being granted Leave Without Pay for One Year shall be considered as a permanent

position and shall be filled in the manner provided in this Article.

Vacancies in Classified Positions

Section 38: Any permanent vacancy in a classified position shall be filled within one hundred twenty days (120) upon the official vacancy of said classified position. Classified positions included in this section are: Lieutenant, Captain, Battalion Chief, For the position of Firefighter, the process for establishing a list will be started within sixty (60) days of a vacancy being created either due to termination, resignation, or the creation of a newly funded position.

Probationary Period

Section 39: No appointment shall be deemed complete until the expiration and satisfactory completion of a six (6) month probationary period. Appointments subject to the six (6) month probationary period are Lieutenant, Captain, and Battalion Chief. Newly hired firefighters shall be subject to a twelve (12) month probationary period with the aforementioned requirements. The probationary period shall commence on the date of appointment.

ARTICLE XXIV – PROVIDING ALS SERVICES WHILE UNDER A BLS LICENSE

The City and The Union agree to recognize the mutually agreed upon letter of understanding referencing the hiring of paramedics/firefighters within the City of Mount Vernon Fire Department for the purpose of enhancing the current BLS medical delivery system.

ARTICLE XXV- DISCIPLINARY PROCEDURES

Section 1: Employees may be disciplined or discharged for just cause. Discipline, if needed, shall be applied at progressive and escalating levels to allow the employee proper notice of misconduct and an opportunity to improve performance. The level or degree of discipline imposed shall be appropriately based on the employee's prior record of service, length of service, severity of offense and proper record of discipline.

A: Supervisor, upon receipt of information alleging a possible violation or violations of department Policies and Procedures or Rules and Regulations, may begin an investigation into the complaint if he determines that there is reasonable cause to believe that a legitimate complaint exists. The supervisor may also begin an investigation upon receipt of a written notice of violation

against a member. The supervisor shall not assume or prejudge the validity of the complaint until the completion of the investigation. If, after the investigation, the complaint is deemed to be valid, and if management determines that disciplinary action is to be implemented, a written complaint, signed by the person originating the complaint or by the investigating supervisor, shall be given to the individual to whom the complaint refers. This requirement shall precede the initiation of any disciplinary procedures under the terms of this Article.

Section 2: Disciplinary action or measures shall be used in a method to reeducate the employee from repeating inappropriate action. Discipline used shall be suitable to the infraction and progressive. Discipline is document able within the employees personnel file and may include the following: written reprimands, any sanction that includes loss of privileges, pay or benefits, reduction of rank, and discharge.

Section 3: Prior to the imposition of any discipline or discharge, the employee shall be provided a copy of the alleged violation and all relevant documents the Employer has in their possession. In addition, the Employer shall hold a pre-disciplinary hearing no sooner than ten (10) days and no longer than thirty (30) days from the time the employee was notified of the alleged violation. At this hearing the employee will be given an opportunity to present his side of the issue.

Section 4: The employee shall be entitled to have Union representation present at any meeting held with the Employer to discuss potential disciplinary action against him. Should said employee decide not to use Union representation, the employee will be required to sign documentation to that effect.

Section 5: The Employer may suspend an employee with pay pending the final decision as to the appropriate discipline resulting from the pre-disciplinary hearing.

Section 6: The employee and the employee's Union representative, with the employee's authorization, shall have the right to inspect the full contents of his personnel file. No written reprimand or greater disciplinary document may be placed in the personnel file unless the employee has first been notified of said disciplinary document and has been given a copy of the document, with a copy to the Union. An employee who disagrees with the validity of any disciplinary document that is added to his file shall have the opportunity to challenge said document under the grievance procedure of this contract. The employee shall be required to sign the written reprimand or other disciplinary action acknowledging that he has read the contents of the document.

Section 7: Written reprimands will be removed from an employees personnel file after three (3) years from the date said action was finalized provided that no further written reprimands have been issued within the three (3) year time period. If another written reprimand, or any other disciplinary actions has been issued within the time period, the original written reprimand shall remain in the personnel file for an additional one (1) year from the latest reprimand.

Section 8: It is the Employer's sole determination as to whether or not an employee suspended without pay may be allowed to forfeit accrued vacation or compensatory time off in lieu of the suspension of pay.

ARTICLE XXVI - PERSONNEL REDUCTION

Section 1: If a reduction in force is to be effected, the City shall notify the Union of it's intention at least thirty (30) days prior to the date of the reduction.

Section 2: Any reduction in force shall be handled in the following manner:

1. Seniority shall prevail in the event of a reduction in force.
2. In the event of a reduction in force of sworn (i.e. Fire Suppression) personnel, the employee with the least seniority shall be the first laid off.
3. In the event that there are two (2) or more employees eligible for layoff within the department with the same seniority, the City shall determine the order of layoff based upon employee performance.
4. Priority for re-employment shall be according to seniority. The last sworn employee laid off shall have the first opportunity to return to work in a sworn position vacancy.
5. No new employees shall be hired until employees on layoff status have been given the opportunity to return to work, provided, however, the employee has the qualifications for the position vacant.

Section 3: Demotions- Demotions shall fall into four categories, voluntary, involuntary, disciplinary and probationary. A demotion of any employee who has not previously held a classified position with the Mount Vernon Fire Department and therefore has no reinstatement rights at a lower ranking position may result in termination of employment. Any demotion of an employee not having previously

held a classified position shall in no case result in the termination or demotion of any other member of the bargaining unit.

3a. Voluntary Demotion- an employee may request a voluntary demotion in writing to the Fire Chief or his designee. An employee receiving a voluntary demotion shall be returned to his previously held rank or grade. Voluntarily demoted personnel shall not retain reinstatement rights to the higher rank or position but shall have the option of retaining accrued time in grade for the time served in the higher ranking position or having this accrued time added to time served at their previously held permanent rank. Should an employee elect to have time served at a higher rank added to his time in grade served at a lower rank, this time will not be applied to the higher ranking position upon reappointment to that position. The employee must notify the fire chief in writing of his intention to retain accrued time in grade at the higher ranking position or whether it is to be added to time accrued at his previous permanent rank.

3b. Involuntary Demotion- an employee receiving an involuntary demotion from a permanent position due to a reduction in force, elimination of a job category or similar occurrence, or due to an involuntary demotion of a higher ranked person shall retain ongoing reinstatement rights in the higher position based on the date of the demotion with the person last demoted being the first reinstated. The last demoted employee shall have the first opportunity for reinstatement. Involuntarily demoted personnel shall retain reinstatement rights to the higher rank or position and shall have the option of retaining accrued time in grade for the time served in the higher ranking position or having this accrued time added to time served at their previously held permanent rank. Should an employee elect to have time served at a higher rank added to his time in grade served at a lower rank, this time will not be applied to the higher ranking position upon reappointment to that position. The employee must notify the fire chief in writing of his intention to retain accrued time in grade at the higher ranking position or whether it is to be added to time accrued at his previous permanent rank. An employee receiving an involuntary demotion from a provisional position shall not receive any reinstatement rights to the position. An involuntarily demoted employee shall retain eligibility for any higher ranking position for which they were eligible prior the their demotion.

3c. Disciplinary Demotion- an employee receiving a disciplinary demotion according to the terms of this contract, department rules and regulations or civil service rules shall be returned to his previously held permanent rank. Personnel demoted for disciplinary reasons shall have the option of retaining accrued time in grade served in the higher ranking position or having this time added to time served at their previously held permanent rank. Should an employee elect to have time served at a higher rank added to his time in grade

served at a lower rank, this time will not be applied to their higher ranking position upon reinstatement to that position. The employee must notify the fire chief in writing of his intention to retain accrued time in grade at the higher ranking position or whether it is to be added to time accrued at his previous permanent rank.

3d. Probationary- involuntary demotions due to the failure to satisfactorily complete a probationary period shall be in accordance with appropriate civil service rules and the affected employee or employees shall be returned to their previous permanent rank or grade with no reinstatement rights and no accrual of time in grade at the higher position. Time served at the higher rank shall be credited to the employee's permanently held rank.

ARTICLE XXVII - TERMINATION PAY AND METHOD OF COMPUTATION

Section 1: Upon termination of employment, all regular full-time employees shall receive earned severance pay as follows:

1. Accrued holidays
2. Accrued and unused vacation days
3. Overtime for which pay has been performed and pay authorized
4. Accrued and unused compensatory time off

Section 2: In accordance with terms of Article XXII of this Agreement, employees terminated because of financial limitations or constraints upon the City's budget shall be provided the opportunity not to receive accrued vacation, holidays, time off or other compensation for a period not to exceed three (3) months. When employees are terminated, the affected employee shall be advised by the City of their prospects for being rehired within the following three (3) and twelve (12) month periods. Should any employee who has opted to delay the termination compensation be rehired within three (3) months of termination, such vacation, holiday or other accruals as were earned at the date for which no compensation has been made shall be restored to the employee. Otherwise, upon expiration of the three (3) months absence without being rehired, or an earlier date if so requested in writing by the employee, full compensation for such accruals shall be made to the employee.

ARTICLE XXVIII - GRIEVANCE PROCEDURE

Section 1: The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure.

Section 2: For the purpose of this Agreement, a grievance is defined as only those disputes involving the interpretation, application or alleged violation of a provision of this Agreement or a dispute reasonably related thereto. Grievances shall be processed in accordance with the following procedures within the stated time limits.

Section 3: It shall be understood that all grievances and responses generated by this grievance procedure shall be in writing. The grievance form shall include the following information:

- A. A statement of the grievance and the facts upon which it is based including the date of occurrence.
- B. The section of this contract to which the grievance reasonably relates.
- C. Remedial action requested.

Section 4: Time periods between grievance steps may be extended by written mutual agreement of both parties. Days for the purpose of this grievance procedure are defined as Monday through Friday, excluding Saturdays, Sundays, and Holidays.

STEP 1: Within thirty (30) days of the alleged grievance or knowledge of the alleged grievance, if the Union grievance committee determines that a grievance exists, the Union shall present the grievance in writing to the Fire Chief or his designee who will attempt to resolve the grievance within ten (10) days of its submittal.

STEP 2: If the grievance remains unresolved, the Union shall submit the grievance to the Mayor who shall attempt to resolve the grievance within fifteen (15) days of its submittal.

Step 3: If the grievance remains unresolved as a result of step 2, the Union may, within thirty (30) days following ten (10) day period of step 2 (above), submit the grievance to a Board or Arbitration consisting of three (3) persons. This board shall consist of a representative of the Union, a representative of the City, and a third member chosen by both parties. The Union and the City representatives must be appointed and meet to select the third member within ten (10) days following the Union's decision to submit the grievance to arbitration. The City and Union representatives shall have five (5) days to select the third member. If the parties cannot agree on a third member within this time period,

both parties agree to petition the Public Employees Relations Commission for a neutral arbiter. Both parties agree that the Board shall meet to hear the grievance at the neutral arbiter's earliest convenience. The decision rendered by the Arbitration Board shall be final and binding on both parties. Each party hereto will pay the expenses of their respective representatives. The expenses of the third member of the arbitration board shall be shared equally by the parties hereto.

The Union and the employer agree that the submission of a case to arbitration shall be based on the original written grievance. The arbitrator shall have no authority to alter, modify, vacate or amend any terms of this agreement or impair any common law right of the employer.

Section 5: The prescribed time limitations are designed to resolve grievances in a timely manner. It is incumbent upon the party initiating the grievance to adhere to the time limitations prescribed in Steps 1 and 2 of the grievance procedure. Failure to submit a grievance in accordance with the limitations prescribed in Steps 1 and 2 of this grievance procedure shall constitute abandonment of the grievance.

In the event the grievance is not resolved in the prescribed time limits set forth, the grievance shall automatically proceed to the next step unless the time limits have been extended by written mutual agreement of both parties. The steps outlined in this grievance procedure are intended to provide for the resolution of grievance by line of responsibility. Failure to submit a grievance in accordance with the process prescribed shall constitute abandonment of the grievance.

ARTICLE XXIX - HEALTH AND SAFETY MEASURES

Section 1: The Union and City agree to create and participate fully in a Health and Safety Committee in order to promote a safe work place and reduce work-related injuries and illness.

Section 2: The Committee shall consist no more than (6) six people, with two representatives appointed by the Union and a representative that is the Fire Chief or his/her designee. The committee's jurisdiction shall cover all matters of safety to the members of the Fire Department. Decisions shall be made by a majority vote. Committee meetings shall be held at least quarterly or at other reasonable times as mutually agreed.

Section 3: The committee shall propose safety and health standards for the Fire Department to achieve the safest workplace reasonably attainable under the conditions to which the employees are or will be exposed.

Section 4: A Physical Fitness Program designed to maintain and improve the cardiovascular system, muscular flexibility, and coordination shall be developed by the Union and approved by the Fire Chief. Participation by all Union employees in this program shall be mandatory.

Section 5: Limited Duty. In the event a member (excluding LEOFF 1 employees) covered under this contract is temporarily disabled due to injury or illness and that member's physician releases him or her to limited duty, every attempt to reasonably accommodate that release will be made. The member's physician will be required to present a statement as to the reasonable accommodations that may be needed and the probable duration of those limitations. Any limitations and job placement would be reviewed weekly by the Human Resources Department and Fire Administration. All placements would be considered temporary in nature with a goal of expediting the earlier return to work of the member. Limited duty placements will be made only when they can be done without placing an undue burden of cost and/or manpower movement on the City. Procedures shall be developed by the EAP Officer, a Union Representative, Fire Administration and the Human Resource Department.

ARTICLE XXX - POLICY AND PROCEDURES

Section 1: The Union agrees that its members shall comply with all Fire Department Policies and Procedures, including those relating to conduct and work performance. The City agrees the department policies and procedures that affect working conditions and performance shall be subject to the Grievance Procedure.

Section 2: The employer shall appoint representatives and the Union shall appoint representatives to sit, as a committee, to update Fire Department Policies and Procedures. This will be accomplished through mutual consent. Comment from either the employer or the Union must be made within thirty (30) days of receipt of proposed updates. Failure to reply within thirty days will be in violation of this agreement.

ARTICLE XXXI - CLOTHING ALLOWANCE

Section 1: The City will furnish and maintain all uniforms, protective clothing or protective devices required of employees in the performance of their duties.

Replacements will be made as necessary as determined by the Fire Chief or his designee.

Section 2: The Union will be allowed, at no expense to the City, to wear an IAFF Union symbol on the duty uniform. Acceptable type of symbol (patch, pin, other) and acceptable placement to be mutually determined by the City and the Union.

ARTICLE XXXII - CONTINUING EDUCATION

Section 1: Members of the Department may be allowed to attend classes to further their education at no extra expense to the City, in job related subjects, provided prior notification to the Fire Chief or his designee has been given and proper relief is available. Continuing education will not interfere with the normal operation of the Department.

Section 2:A. Mandatory education/ training shall be provided at no cost to the employee. In addition to salary, travel expenses and tuition costs will be paid by the city, if applicable.

B. The city will reimburse the costs of tuition and lab fees for an optional advanced education course which would improve the employee's service and effectiveness to the city and which is pre-approved by the department head providing the course is satisfactorily completed with a grade of "C" or higher. Reimbursement shall be limited to one class per quarter or semester as appropriate and does not include the cost of textbooks. All course work-related activities shall be on other than city time, except when approved by the department head.

C. Seminars - The city will reimburse the cost of tuition and fees for seminars and training sessions which advance an employee's service to the city when pre-approved by the department head and subject to budgetary considerations. Seminars and training sessions shall be scheduled to minimize interference with work schedules.

ARTICLE XXXIII - SUCCESSORS AND ASSIGNS

This agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignments of either party hereto, or by any change geographically or otherwise in the location or place of business of either party hereto.

ARTICLE XXXIV - STRIKES

The Union agrees there shall be no strikes, slow downs, stoppage of work or any interference with the efficient management of the Fire Department for the duration of this Agreement.

ARTICLE XXXV - SAVINGS CLAUSE

If any provisions of this Agreement or the application of such provisions should be declared invalid by the 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 XXXVI - DURATION OF AGREEMENT

This agreement shall be in full force and effect from January 1, 2004 through and including December 31, 2006. This agreement may not be modified except by mutual consent of the Employer and the Union.

Signed this _____ day of _____, 2004

Mayor, City of Mount Vernon
International Association of
Fire Fighters

President, Local 1983

Approved as to form:

City Attorney

APPENDIX A - WAGES

Section 1: Effective January 1, 2004, base wages will be increased to the following rates for all classifications:

| CLASSIFICATION | RATE/MO. | ANNUAL RATE |
|----------------|----------|-------------|
|----------------|----------|-------------|

| | | |
|-----------------|------------|-------------|
| Battalion Chief | \$5,509.04 | \$66,108.53 |
| Captain | 5,124.69 | 61,496.28 |
| Lieutenant | 4,901.87 | 58,822.49 |
| Firefighter | | |
| 1st Grade | 4,456.25 | 53,475.02 |
| 2nd Grade | 3,901.86 | 46,822.37 |
| 3rd Grade | 3,668.45 | 44,021.36 |

Paramedics will receive an additional 10% above the wage of their rank/classification.

Section 2: Effective January 1, 2005, base wages will be increased for all classifications by 3% above the 2004 wages.

Section 3: Effective January 1, 2006, base wages will be increased for all classifications by 3% above the 2005 wages.

Section 4: EMT Pay for Firefighters- Fire suppression personnel who obtain or possess a valid Washington State Emergency Medical Technician certification shall receive, in addition to all other monthly compensation, the amount of \$10.00 per month as an incentive to obtain and maintain the EMT certification.

APPENDIX B - LONGEVITY

All present and future full-time employees of the Fire Department shall be granted Longevity Pay in addition to the base salary set forth in Article X. Longevity Pay shall commence on the anniversary date of the employees employment, according to the following schedule:

\$10.00 per month additional salary for each year of employment, such additional payment to commence on the anniversary date of employment after the completion of five (5) years consecutive employment on a full-time basis, with a maximum accrual of \$250 per month.

APPENDIX C - EDUCATION INCENTIVE

To be eligible to receive the Educational Incentive, an employee hired after ratification of this contract must possess an Associates degree or a Bachelors degree as described in Sections 1 and 2 of this appendix. Employees hired prior to ratification of this contract shall be eligible to receive the appropriate educational incentive if they have any Associates degree or Bachelors degree from an accredited college.

Section 1: Employees covered by this agreement with either an Associates Degree in Fire Science, Emergency Medical Services, Fire Command Administration, or an allied field subject, shall receive a premium of \$50.00 per month. Acceptance of an allied field degree is subject to the approval of the Fire Chief or his designee.

Section 2: Employees covered by this agreement with a Bachelor degree in Fire Science, Emergency Medical Services and/or Fire Command Administration, or an allied field subject, shall receive a premium of \$100.00 per month. Acceptance of an allied field degree is subject to the approval of the Fire Chief or his designee.

Section 3: The employee may, at any time, elect to receive either the Educational Incentive or Longevity pay. An employee may not receive the Educational Incentive or Longevity pay concurrently.

APPENDIX D- CITY MEDICAL SELF INSURANCE PROGRAM

Section 1: The City agrees to provide a Medical-Dental Self-Insurance Fund for the benefit of employees and dependents. This fund shall be specifically designated for the purpose of providing for employee medical, dental, and vision expenses and shall not be used for any other purpose without the recommendation of the Employee Medical Insurance Review Committee and approval of a majority of City employees participating in this program.

Section 2: The City further agrees to automatically increase annual contributions to the Medical-Dental Self-Insurance Fund by an amount as suggested by the City's insurance broker, effective August 1 of each following year.

Section 3: Employee Medical Insurance Review Committee-
The Union shall appoint two members to the Employee Medical Insurance Review Committee. This committee shall be composed of two employees from each participating employee group and the City Finance Director or designee, and will oversee the orderly operation of the medical self-insurance program.

The duties of the committee shall include, but not be limited to the following:

- a. A regular review, at least once per calendar quarter, of the operations of the medical self insurance program. Such review shall include the status of reserve funds, claims for expenses paid or pending, anticipated future expenses, and any other matters deemed necessary for the successful operation of the program.
- b. The review of any claims rejected by the program administrator if such claim is appealed in writing to the committee. This appeal process shall provide for an orderly resolution of any disputes that might arise regarding interpretation of this program, and the review committee shall make its decisions based on the best interests of both the employee and the program.
- c. Make recommendations to the City and the various employee groups regarding changes in coverage provided by this program, including, but not limited to, changes in the level of benefits, changes in co-pay or deductible amounts, reductions in benefits, addition of benefits, or any other changes necessary for the continued maintenance of this program. Any recommendations made by the committee that result in a change of benefits shall be subject to approval by a simple majority vote of all employees participating in this program.

Section 4: Should changes to this medical/dental program be mandated by federal or state law, it is hereby agreed that this portion of the contract may be opened for the purpose of renegotiating said mandated changes.

Section 5: The following lists the Summary of minimum benefits to be provided under this program:

SUMMARY OF BENEFITS

This summary provides a brief description of your benefits and provisions of coverage. Please refer to the other parts of your booklet for a complete description of covered services and supplies, limitations, and exclusions.

TIER I: First Four Medical Visits and Routine Wellness

BENEFITS

Preferred Network Nonpreferred Network

First Four Medical Visits

The first four office, home or outpatient hospital visits (regardless of the diagnosis) will be paid at 100% for Preferred Provider's and 80% for Nonpreferred Provider's each calendar year. Once the first four medical visits have been utilized, the deductible will apply towards medical services at the percentage and calendar year limitations in Tier II

Benefits 100% 80%

Wellness Benefits

Children and adults; includes immunizations.

Maximum of one visit per calendar year and payment of \$300 per individual per year not subject to the deductible.

100%

80%, except diagnostic lab & X-ray are covered at 100%

Well Baby Care

Outpatient services for eligible dependents from birth to 24 months.

Services include routine exams and immunizations not subject to the deductible.

Constant 50%

Constant 50%

Routine Newborn Care

Routine inpatient care for newborns for the first 48 hours after birth (or the first 96 hours after birth if birth is by cesarean section). Benefits include routine physician services, circumcision, and hospital nursery and not subject to the deductible.

100%

80%

Annual Pap Test

Preventive exams or office visits in connection with the PAP test are covered under the "Wellness Exam" benefit not subject to the deductible (limited to one per calendar year).

100%

80%, except diagnostic lab and X-ray are covered at 100%

Preventive Mammograms

When done according to the Guidelines of the American Cancer Society:

1. A “baseline” mammogram at age 35 or older then;
2. Ages 40 to 50 a mammogram every two years;
3. Over age 50 a mammogram every year.

Preventive exams or office visits in connection with the mammogram are covered under the “Wellness Exam” benefit.

100%

80%, except diagnostic lab & X-ray are covered at 100%

TIER II: All benefits after First Four Medical Visits.

DEDUCTIBLES (PER CALENDAR YEAR)\$200 Individual / \$600 Family

LIFETIME MAXIMUM PSYCHIATRIC BENEFITS\$25,000 Per enrollee

MAJOR MEDICAL LIFETIME MAXIMUM\$1,000,000

ANNUAL RESTORATION\$5,000

BENEFITS

Preferred NetworkNonpreferred Network

Co-Insurance Percentage

The plan pays the co-insurance percentages listed below for eligible expenses incurred by an individual in a calendar year, the family maximum of out of pocket expense limit has been reached, then 100% thereafter to the end of the calendar year.100%80%

Individual Maximum Out-of-Pocket Expense

Per covered individual per calendar year resulting from the covered individual’s payments of their portion of the Co-insurance.

\$1,000

\$1,000

Family Maximum Out-of-Pocket Expense

For all covered individuals in a family per calendar year resulting from all the covered individual’s payments for their portion of the Co-insurance.

\$3,000

\$3,000

Inpatient/Outpatient hospital charges

100%

80%

Hospital Emergency Room - \$25 Copay

Copay is waived if the individual is admitted to the hospital, or the visit is to treat an accidental injury or a "Life Endangering Condition"

100%

80%

Skilled Nursing Facility

Limited to a maximum of 365 days per lifetime

100%

80%

Physician Charges

100%

80%

Second Surgical Opinion Benefit

Pays for diagnostic procedures and for a physician's exam for second opinion when requested by the patient

100%

100%

Inpatient Diagnostic X-ray and Lab 100% 100%

Outpatient Diagnostic X-ray and Lab 100% 100%

BENEFITS

Preferred Network Nonpreferred Network

OTHER BENEFITS

Home Health Care

Limited to a maximum of 130 visits per calendar year

(Requires pre-authorization)

100%

80%

Inpatient Rehabilitation Care

Limited to a maximum of 120 days per calendar year

100%

80%

Outpatient Rehabilitation

100%

80%

Hospice Care

Limited to maximum of 6 months

100%

80%, except diagnostic lab & X-ray are covered at 100%

Elective Sterilization - Participant & Spouse Only

100%

80%, except diagnostic lab & X-ray are covered at 100%

Ambulance Service - When medically necessary

100%

80%

Durable Medical Equipment

80%

80%

Hearing Aids**

Limited to \$900/for all services per 4 year period,
per ear

Constant 80%

Constant 80%

Alternative Care Treatment

Limited to \$750 per enrollee per calendar year for all services combined:

- Acupuncture
- Naturopath
- Nutritional Counseling
- Chiropractic
- Massage Therapy

100%

100%

100%

100%

100%

80%, not subject to deductible

80%, not subject to deductible

80%, not subject to deductible

80%, not subject to deductible

Not Covered

Outpatient Psychiatric Treatment**

Limited to 20 outpatient visits per calendar year

Constant 50%

Constant 50%

Inpatient Psychiatric Treatment**

Limited to 10 inpatient days per calendar year

100%

Constant 80%

Inpatient/Outpatient Neurodevelopmental Therapy

Limited to enrollees under age 7, must have a doctors treatment plan

100%

80%

Myofascial Pain Disorder**

Lifetime maximum of \$3,500, medically necessary

Constant 50%

Constant 50%

** These expenses are covered at the constant co-insurance percentages shown. They are not included in the Maximum Out-of-Pocket Expense Limits.

Excluded from the first four medical visits and deductible are any benefits that already has a maximum or currently has a co-pay in the Plan. This would include well-baby checks (up to 24 months), alternative health care, mental health, hearing aids and myofascial pain disorder.

Prescription Drug Benefit

Retail Pharmacy:

- Generic
- Brand Name
- Non Formulary

Benefits are for a 34 day supply or 100 doses/units, whichever is greater (see pages 28 - 30)

No Co-payment

\$10 Co-payment

\$20 Co-payment

Prescription Drug Benefit

Mail Order:

- Generic
- Brand Name
- Non Formulary

Benefits are for a 90 day supply or 100 doses/units, whichever is greater
(see pages 28 - 30)

No Co-payment

\$10 Co-payment

\$20 Co-payment

Dental Benefits

Maximum calendar year benefit:\$1,500 enrollee

Reimbursement percentage:

- Diagnostic and preventive (Class I services)
- Basic restorative, crowns, endodontic, periodontic and oral surgery (Class II services)

- Major restorative and prosthodontic (Class III services)70%

First Coverage Period

80 % Second Coverage Period

90% Third Coverage Period

100% Each Subsequent Period

Constant 50%

- Nightguards

Constant 50%, up to a maximum of \$300 per four (4) years

- Orthodontia Benefits70% for dependent children under age 19 up to a lifetime maximum of \$1,500 per dependent

Vision Benefits

- Vision examination (one per calendar year):\$60
- Hardware – includes lens, frames and contacts\$300 maximum per 2 calendar years

Appendix E - Consent/Release for Article XI, Drug policy

I consent to the collection of a urine sample by _____ and its analysis by _____ for those drugs specified in the Collective Bargaining Agreement.

The laboratory administrating the tests will be allowed to release the results to the City of Mount Vernon only after the laboratory's results have been reviewed and interpreted by the Medical Review Physician. The information provided to the City shall be only whether the tests were confirmed positive or were negative and no other results of the test without my written consent.

The laboratory is not authorized to release the results of this test to any other person without my written consent.

I understand that I have the right to my complete test results and that the laboratory will preserve the sample for at least six (6) months. I have the right to have this sample split and a portion tested at the City's expense at a second laboratory of my choice in the event the test results are confirmed positive.

I understand that the City is requiring me to submit to this testing s a condition of my employment and that alteration of the sample or failure to reasonably cooperate with the collection of a urine sample may result in disciplinary action by the City.

I understand that a confirmed positive testy may result in a requirement that I undergo rehabilitation.

By signing this consent form, I am not waiving any of my rights under any federal, state, or local law, statute, constitution, ordinance, administrative rule or regulation or common law provision, I understand that I have the right to challenge any confirmed positive test result and any City action based thereon, by filing a grievance under the Collective Bargaining Agreement.