# INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (IAFF) AGREEMENT BETWEEN

THE CITY OF OLYMPIA, WASHINGTON

AND

LOCAL #468, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

AFL-CIO

January 1, 2026 - December 31, 2028

# **TABLE OF CONTENTS**

**PREAMBLE** 

ARTICLE 1: RECOGNITION

**ARTICLE 2: UNION BUSINESS** 

ARTICLE 3: <u>UNION SECURITY</u>

**ARTICLE 4: MANAGEMENT RIGHTS** 

ARTICLE 5: <u>SENIORITY</u>

ARTICLE 6: <u>DISCIPLINARY RECORDS</u>

ARTICLE 7: UNIFORMS, CLOTHING, AND EQUIPMENT

ARTICLE 8: <u>HEALTH AND SANITATION</u>

ARTICLE 9: BENEFITS AND RETIREMENT

ARTICLE 10: GRIEVANCE PROCEDURE

ARTICLE 11: RULES AND REGULATIONS

ARTICLE 12: HOURS OF WORK

ARTICLE 13: SALARIES

ARTICLE 14: OVERTIME, CALLBACK, AND EXCHANGE

ARTICLE 15: SICK LEAVE

ARTICLE 16: VACATION LEAVE AND PERSONAL DAYS

ARTICLE 17: PAID HOLIDAYS

ARTICLE 18: PROMOTIONS

ARTICLE 19: WELLNESS

ARTICLE 20: SEVERABILITY CLAUSE

ARTICLE 21: TERM

APPENDIX A: SALARIES

APPENDIX B: SPECIALTY PAYS

# AGREEMENT BETWEEN THE CITY OF OLYMPIA, WASHINGTON

And

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

#### PREAMBLE

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

#### ARTICLE 1- RECOGNITION

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

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

#### **ARTICLE 2- UNION BUSINESS**

#### A. Union Official's Time Off:

- 1. The City agrees to allow time off with pay for a Union officer or duly appointed representative to attend State or National Conferences, State or National Seminars, or State LEOFF Board Meetings, not to exceed five (5) shifts or one hundred twenty hours (120) or the equivalent day shift conversion rate per year. The Union shall submit its request for such time off in writing at least two (2) calendar days prior to the date of the member's requested date of departure. The request shall state the member's name, Union capacity, requested date of departure, and name of the replacement member of equal classification.
- 2. Attendance by individual Union members at these or similar functions at the express request of the City shall not be counted toward the allowable five (5) shifts but shall be considered and paid as a regular shift.
- 3. Time off without pay, as permitted under <u>RCW 41.56.220</u>, shall not be counted toward the allowable five (5) shifts.

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

# B. Union Meeting:

- 1. The Union shall be permitted to hold no more than eighteen (18) Union meetings per year on City premises between 8:00 a.m. and 11:00 p.m. under the following conditions:
  - a. The Fire Chief or designee is given notice of such meeting at least three (3) calendar days prior to the date of any scheduled meeting.
  - b. That such meetings do not in any way interfere with any prior work assignments, prior departmental commitments or emergency responses.
  - c. That the designated hours may be modified by mutual agreement of the Fire Chief or designee and the President of the Union or designee.
- 2. It is further agreed that the Union Grievance Committee and the Union Executive Committee may meet on City premises during the hours specified above under the following conditions:
  - a. That the Fire Chief or designee is given notice of such meetings at least one (1) calendar day prior to such meeting and subject to the same conditions as are specified above in reference to Union meetings.
  - b. Union Grievance Committee Meetings and Executive Committee Meetings shall not require the movement of Fire Department personnel or equipment from the stations to which they are assigned during the duration of their duty shift.
- 3. The Union agrees that no other formal Union business shall be conducted upon the premises without the prior permission of the Fire Chief or designee.
- 4. This section is not intended to prohibit casual conversation of Union business between Union members on City premises, provided that such conversations shall not take place in a manner which disrupts Department personnel in the performance of their duties.
- 5. The Union agrees that its officers, agents, affiliated organizations, and members of the bargaining unit will not solicit merchants, businesses, residents or citizens located within the City of Olympia for contributions, donations or to purchase tickets for any Union sponsored performance or advertising in any Union or Union related publication or associate membership in the Union or any Union related organization without thirty (30) days prior written notice to the City Manager. Such notice shall include the dates such activity shall begin and end, the entities involved in such fund raising and the methods to be employed in the specific campaign.

# **ARTICLE 3- UNION SECURITY**

A. The Employer shall remain neutral when communicating with employees about Union membership and direct the employee to discuss Union membership with a Union staff representative. Such neutrality does not preclude the Employer from informing its employees that their job is not dependent on joining the Union.

## B. Dues Deduction:

- 1. Upon receipt of a written and signed form from the member authorizing payroll deduction, the City will deduct each month Union dues from the member's wages in the manner prescribed by law; the amount so deducted shall be mailed each month to the Union.
- 2. For current Union members and those who choose to join the Union, the Employer shall deduct once each month all Union dues and fees uniformly levied and shall continue to do so for such time and on conditions set forth in the authorization for payroll deduction regardless of the employee's continued membership in the Union. The Employer shall transfer amounts deducted to IAFF 468 monthly. Authorizations for Payroll Deduction are valid whether executed in writing or electronically.
- 3. The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction. When employee is a union member, the Employer shall continue to deduct and remit Union dues and fees to the Union until such time as the Union notifies the Employer that the dues authorization has been properly terminated in compliance with the terms of the payroll deduction authorization executed by the employee.
- C. The Union agrees to defend, indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken by the City at the direction of the Union under provisions of this Article.

#### **ARTICLE 4- MANAGEMENT RIGHTS**

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

#### **ARTICLE 5- SENIORITY**

- A. Seniority shall be determined by the date of initial continuous employment. The date of initial employment shall be the actual date the member begins their employment. In the event more than one member has the same date of employment, the person with the higher score on the Civil Service examination shall have seniority over members having lower scores on the same dated examination. A member who has not completed one (1) full year of continuous employment shall not be considered to have seniority and shall not be considered a regular full-time employee.
- B. The City, through the office of the Fire Chief, shall at the first of each year establish two seniority lists which will be posted in all fire stations and a copy of each list sent to the Secretary of the Union. The list shall remain posted for not less than thirty (30) calendar days. Any objections to the seniority lists as posted shall be reported to the office of the Fire Chief within thirty (30) days or it shall stand as

posted. One list with the departmental seniority will indicate the seniority of employees within the entire Fire Department. The second list will indicate the seniority of members on each shift and will be adjusted as members are added or lost on that shift throughout the year.

# C. Reduction in Force:

- 1. All reductions in force of personnel covered by this Agreement shall be carried out pursuant to the terms of this Article.
- 2. In the event the City decides to reduce Fire Department personnel, the City shall lay off the employees having the shortest length of service in the Olympia Fire Department.
- 3. Following a layoff under Article 5, Section C (2), the City shall determine, by classification, which positions are to be reduced. Where Captain positions are to be reduced, the employee having the least time in grade as a Captain shall be the employee to be reduced and they shall have bumping rights over any retained employee in a lower classification, provided that they have previously held permanent status in that classification. Where Lieutenant positions are to be reduced, the employee(s) having the least time in grade as a Lieutenant shall be the employee to be reduced.
- 4. Members on layoff as a result of reduction shall be recalled according to seniority, provided that those recalled have the demonstrated ability and qualifications to serve in the classification in which the opening exists. No new employees shall be hired until all laid off employees have been given an opportunity to return to work.
- 5. The Union shall cooperate with the City in maintaining a list of addresses of members who have been laid off. Notice of recall shall be sent by the City to the members at their last known address by certified mail with return receipt requested. If any member fails to report to work within twenty-one (21) calendar days from the date of mailing of the notice of recall, that member shall be considered to have separated employment from the City, shall cease to have seniority, and the member's name shall be removed from the recall list.
- 6. In the event that a member is unable to report to work as a result of a medical condition, then the member's name shall not be removed from the list nor shall the member be considered to have quit or cease to have seniority, but rather shall, in the event that the City determines that it cannot await their return, be passed over for recall purposes until the next issuance of notice of recall, provided that the member shall provide the City with notice within the twenty-one (21) calendar working days of their inability to return. It is recognized that the City may require substantiation of the illness or injury alleged to be the cause of failure to report pursuant to a recall notice. If the substantiation is not submitted to the City by the member within seven (7) calendar days of the receipt of the City's request for substantiation without reasonable cause for any delay in so providing, and in the further event that any such substantiation provided does not reasonably support the member's alleged illness or injury, then the loss of seniority and recall rights shall be imposed.
- 7. Recall rights for any member shall expire eighteen (18) months from the date of layoff. Written notice of expiration or loss of recall rights shall be sent to the member at their last known address by registered or certified mail with return receipt requested.
- 8. Benefits and seniority shall not accrue during layoff.
- 9. For purposes of this Article, the classifications to be considered are Battalion Chief, Captain, Lieutenant and Fire Fighter.

# Article 6 - DISCIPLINARY FILE RECORDS

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

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

# ARTICLE 7- UNIFORMS, CLOTHING, AND EQUIPMENT

- A. Protective Clothing: The City shall provide the following protective clothing for each member of the Fire Department: one helmet, two turnout coats with liner, two pairs of suspenders, two pairs of turnout pants with liner, two pairs of gloves, and one pair of turnout boots, and one winter jacket with patch. This clothing shall be of a quality that is generally accepted as suitable for protection of Fire Fighters, in compliance with <a href="WAC 296-305">WAC 296-305</a>. Such clothing shall remain the property of the City and shall be kept in good and safe condition and replaced as necessary due to normal use, in accordance with Department policies, as determined by the <a href="Uniform Committee">Uniform Committee</a>. In the event of negligent loss or abuse of protective clothing by a member (employee), as determined by the <a href="Uniform Committee">Uniform Committee</a>, the City may, in lieu of discipline, permit the member (employee) to pay for replacement of such protective clothing.
- B. <u>Uniforms:</u> The City shall provide uniforms to each new member of the Fire Department as per Department Operating Guidelines. Members shall receive a \$750.00 uniform allowance in the first pay period of January of each calendar year. The total uniform allowance will increase annually, starting in January 2027, by 100% of Seattle-CPI-U (based on the June 12 month CPI-U figures from the prior year) with a minimum increase of 1% and a maximum increase of 5%. Members will manage their uniform allowance and order uniforms in accordance with the direction of the uniform committee.
- C. <u>Equipment</u>: In recognition of working a 24-hour shift, the City will install an internet connection at each station to be used for access to the internet. Access to the internet through this connection may be for non-business-related purposes, yet shall be consistent with the City's <u>Policy 3-Discrimination and Harassment</u> and the City's vision and values.
  - 1. The City will be responsible for the coordination of the installation and payment of this internet connection; maintenance and repair of this internet connection will be the responsibility of the contracted internet service provider(s). The Union will be responsible for any maintenance and repair of equipment utilized to access the internet through this connection. Any modifications to this connection (e.g. change to wireless) must be coordinated with the City to ensure no interference with the existing operating network/systems.

#### **ARTICLE 8- HEALTH AND SANITATION**

- A. The City shall provide beds, clean bedding at regular intervals and towels for each member. Shower facilities will be provided with bathroom facilities at each Fire Station operated by the City. The City shall provide and maintain first aid supplies at each Fire Station. The City and the Union shall cooperate fully in matters of safety, health and sanitation affecting the members.
- B. The Fire Chief shall issue, and may from time to time revise, written guidelines specifying reasonable safety practices which shall be followed by Department personnel at the scene of emergency operations in the fulfillment of their assigned responsibilities.

#### ARTICLE 9- BENEFITS AND RETIREMENT

The City agrees to allow the Union to purchase its own medical, dental and vision plans through the <u>IAFF</u> <u>Health & Wellness Trust (IAFFHWT)</u>.

A. <u>Employee and Dependent Dental/Orthodontia</u>: The City will pay the IAFFHWT the entire dental premium costs for the member and dependents (if any) for the IAFFHWT Delta Dental of Washington Incentive Plan 7 and Orthodontia \$1,000 Plan.

## B. Employee Medical:

- 1. The City agrees to pay IAFFHWT to cover the cost of the IAFFHWT \$1,500 Deductible Plan medical and vision premiums for the employee on a monthly basis. Costs for dependent coverage shall be shared as called for in Article 9-C.
- 2. Union members will be able to choose between the IAFFHWT \$1,500 Plan and the AWC Employee Benefit Trust \$200 AD Plan.
- 3. The Union agrees to provide coverage for LEOFF 1 retirees through Regence MedAdvantage +Rx (PPO) plan. The City agrees to pay Regence an amount that covers the premiums for Regence LEOFF 1 plans on a monthly basis.
- 4. With 90 days' notice the parties agree that the Union may negotiate to return to the AWC Healthcare plans offered at that time by the City.
- 5. The Union agrees that if at any time the IAFFHWT ceases to provide coverage for LEOFF 1 retirees or changes the plan to the detriment of the City (costing the City more than currently being paid); the Union members will revert to the AWC Healthcare plans being offered at that time.
- 6. The Union agrees that all administration of the IAFFHWT Healthcare plans will be done by individuals outside the City of Olympia staff, and that any calls to City staff regarding IAFFHWT Healthcare plans will be referred to the IAFFHWT plan administrator. The Union agrees to provide contact information to the City where employees' questions about the IAFFHWT Healthcare plans can be referred.
- 7. The Union, through its Medical Plan Administrator, agrees to annually (in the month of January) provide the City a Certification stating that all members of the Union have been given the opportunity to accept insurance with the IAFFHWT, a list of all employees that have accepted the insurance offer, and those members opting out of insurance with the IAFFHWT.

- C. <u>Dependent Medical</u>: The City and the member will continue to share the cost of dependent medical coverage. The City will contribute eighty-five percent (85%) and the member fifteen percent (15%) of the total cost of dependent medical premiums.
- D. <u>Life Insurance</u>: The City agrees to provide and pay the premium for \$20,000.00 (twenty thousand dollars) life insurance coverage for each participating member.
- E. <u>Disability Insurance</u>: The City and the Union will designate one (1) disability income protection insurance. plan to be made available to members on an optional basis. The full cost of the plan shall be paid by the participating members through payroll deduction.
- F. <u>Retirement</u>: The City shall cover members of the bargaining unit in accordance with the applicable State pension system requirements.
- G. Optional Insurance Benefits: Benefits are made available to members that members pay 100% of the premiums through payroll deduction. Examples include, but are not limited to, flexible spending accounts, and disability insurance. Members, who subscribe, will be fully responsible for any premium increase for such optional benefits.
- H. <u>Health Premium Reimbursement Trust</u>: The City shall contribute \$150.00 per month to the Washington State Council of Firefighter's Medical Expense Reimbursement Plan of each member of the bargaining unit.
- I. <u>Voluntary Employees' Beneficiary Association (VEBA):</u>
  - 1. The City will contribute \$2,000 per year for individual members and \$4,000 per year for a member with dependents to the VEBA plan administered by BPAS. The VEBA contributions will be distributed to all active members no later than January 15 of each year.
  - 2. For those members with known retirement dates, the VEBA contributions will be pro-rated to the date of their retirement and distributed by January 15 of each year.
    - a. For members who separate from the City before the end of the calendar year, the member will only be entitled to receive a prorated share based upon the number of months employed and must return the balance to the City. Any amount owed to the City will be withheld from the member's final paycheck.
  - 3. After annual rates have been published by AWC and IAFFHWT for the following year:
    - a. Both the Union and the City agree in the event cost increases for AWC are above that of the IAFFHWT, this will result in an increase in VEBA contributions by the City (including Premiums, Dental, Orthodontia, Vision, and LEOFF 1 coverages);
    - b. The increase of contributions will be equal to the full savings realized by the City and will be equally distributed to participating members of the IAFFHWT.
- J. <u>Deferred Compensation</u>: It is mandatory that all bargaining unit members defer 6% of their salary in the deferred compensation program.
- K. <u>Deferred Compensation Plan</u>: Members shall be afforded the option of selecting Mission Square or Nationwide as their deferred compensation program. Members are allowed to have funds in both programs and may elect to make Roth contributions, subject to applicable IRS rules and plan provisions, although members are eligible to contribute to only one program each calendar year and may elect to change programs during the designated City open enrollment period.

- 1. Members may obtain a deferred compensation loan through either Mission Square or Nationwide. Members are not allowed to have simultaneous loans through both providers. Members must follow the City's established policies and procedures for application, repayment, and terms. The City will observe all federal laws pertinent to this program. Members' failure to repay loan amounts and delinquency of loans could jeopardize the continued availability of the loan program and possibly the tax-exempt status of the entire plan. The IRS may amend/modify or eliminate the guidelines of the program at any time. Should the program be discontinued, any outstanding loans would continue, but no future loans would be granted. Should the City determine that it cannot continue with the program, they will discuss first with the union; ultimately, however, the City may discontinue this program at any time and for any reason.
- L. <u>Medical Opt-Out Incentive</u>: Employees who opt out of the City's and/or IAFFHWT Medical Insurance plans shall receive \$250 per month in lieu of any City provided medical insurance benefits provided Federal or State Law allows. Notification of those members who opt out of the IAFFHWT plans shall be provided by the IAFFHWT Plan Administrator. Neither employee of a married employee couple covered by the City insurance may receive the \$250 opt out provision for refusing the City's insurance.
- M. <u>Paid Family and Medical Leave</u>: The City and members of the bargaining unit shall contribute to Paid Family Medical Leave in accordance with RCW 50A.10.030.

#### ARTICLE 10- GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to provide for an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure. Union-Management meetings involving grievances, or these procedures shall be scheduled by mutual agreement.
- B. For the purpose of this Agreement, a grievance is defined as a dispute, which arises between the members and the City and shall be limited to a dispute or disagreement involving the interpretation, application or alleged violation of any provision of this Agreement.
- C. Grievances which arise shall be settled in the following manner:
  - STEP 1. Where the grievance involves a matter within the control of their shift Battalion Chief the grievant and/or the Union Grievance Committee shall attempt to resolve the matter with the Battalion Chief prior to the filing of a written grievance. Grievances shall be filed in writing with the Chief of the Fire Department and with the Union Grievance Committee within fifteen (15) calendar days after the member(s) involved knew or should reasonable have known of the occurrence giving rise to the grievance. The written grievance shall include: 1) a statement of the grievance and such facts as are deemed relevant; 2) specific provision or provisions of the contract which are alleged to have been violated; 3) remedy sought; and 4) any other material deemed relevant. The Fire Chief or designee shall attempt to resolve the grievance within ten (10) working days after receipt of the written grievance.
  - STEP 2. If the solution proposed for the grievance by the Fire Chief or designee is unsatisfactory to the member or to the Union Grievance Committee, or if the matter remains unresolved ten (10) working days after submission of the written grievance to the Fire Chief, the written grievance shall be presented to the City Manager or designee. The City Manager or designee shall respond to the grievance within ten (10) working days following the submission of the grievance to the City Manager.

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

- a. Notice of arbitration shall be given within ten (10) working days following the issuance of the solution proposed by the City Manager or designee. A representative of the Union and the City Manager or designee shall meet within five (5) working days after notice of arbitration has been given to select an arbitrator. If the parties are unable to agree upon an arbitrator, they shall jointly request the Public Employment Relations Commission to appoint an arbitrator from its staff If the Public Employment Relations Commission indicates a delay of more than two (2) months, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of five (5) names and the parties shall alternately strike one (1) name from the list until only one (1) name remains. A coin toss shall determine the party striking the first name. The one (1) name remaining shall be the arbitrator. One (1) working day shall be allowed for the striking of each name.
- b. It shall be the function of the arbitrator to hold a hearing at which the parties may submit their cases concerning the grievance. The hearing shall be kept private and shall include only such parties in interest and/or designated representatives. The power of the arbitrator shall be limited to interpreting this Agreement and determining if the disputed Article or portion thereof has been violated. The arbitrator shall have no authority to alter, modify, vacate or amend any terms of this Agreement or to substitute the judgment on a matter or condition for that of the City where the City has not negotiated and limited its authority on the matter or condition. The arbitrator shall render the decision within thirty (30) calendar days after the final hearing. Decisions of the arbitrator within these stated limits shall be final and binding upon the parties to the grievance, provided that the decision does not involve any actions by the City which are beyond its jurisdiction. Neither the arbitrator nor any other person or persons involved in the grievance procedure shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.
- c. The fees and expenses of the arbitrator and the proceedings shall be borne equally by the City and the Union. Each party shall be responsible for all costs of preparing and presenting its case including compensating its own representatives and witnesses. If either party desires a record of the proceedings, it shall solely bear the costs of such records, provided that in the event the other party subsequently requests a copy of said records, the cost shall be borne equally.
- d. In case of a grievance involving any continuing or other money claim against the City, no award shall be made by the arbitrator which shall allow any alleged accruals greater than fifteen (15) calendar days prior to the date when such grievance shall have first been presented.
- e. It is understood and agreed that taking a grievance to arbitration constitutes an election of remedies and a waiver of any and all rights by the grievant member, the Union or persons represented by the Union, and the City to litigate or otherwise contest the grievance of this subject matter in any court, Civil Service Commission, or any other available forum, provided that if it is determined by the arbitrator that they have no authority or power to rule in the case, it shall have been deemed to be no election of remedies or a waiver of rights. Conversely, litigation of the subject matter

- of the grievance in any court shall be deemed to constitute an election of remedies and a waiver of the right to arbitrate the matter.
- f. In the event the arbitrator finds that they have no authority or power to rule in the case, the matter shall be referred back to the merits of the case and with a written statement indicating the reasons for the arbitrator's conclusion.
- D. A grievance will be deemed to have been waived if the grievant member or Union chooses to take a grievable matter to any city, state or federal agency.
- E. Any and all-time limits specified in the grievance procedure may be waived by mutual agreement of the parties. Failure of the member or the Union to submit the grievance in accordance with these time limits without a waiver of the time limits by the City shall be deemed an abandonment of the specific grievance. For the purposes of this Article, "Working Days" shall mean Monday through Friday, normal City business days, but shall not include holidays occurring during the normal business week of the City. A grievance or arbitration proceeding may be terminated at any time upon receipt of a complete authorized statement from the Union and the grievant member stating that the matter has been resolved to the satisfaction of the Union and the grievant member.

#### **ARTICLE 11- RULES AND REGULATIONS**

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

# ARTICLE 12- HOURS OF WORK

- A. The Department recognizes a 7(k) exempt nineteen (19) day work cycle for field operations members assigned to twenty-four-hour (24) shifts. During that period, field operations members shall be assigned one (1) 24-hour shift followed by 48-hours off duty, followed by one (1) 24-hour shift, followed by 96-hours off duty.
- B. Ten (10) Debit days will be assigned to Members prior to annual vacation selection. Members agree Debit Days will be assigned by Department Admin with an algorithm system, where debit days are assigned to a specific position, not an employee, and are plotted on the calendar in fixed nineteen (19) day intervals. One (1) debit day will be assigned every other interval, or every thirty-eight (38) days. Prior to the assignment of the debit days, the department will prepare a shift calendar and shift roster showing the debit day assignments.
- C. Field operations members will work a total of 101 shifts per calendar year to total 2,428 annual hours, which breaks down to approximately 202.3 hours per month and 46.5 hours per week.
- D. Members assigned to other than twenty-four (24) hour shifts will be classified as Day Shift. Day Shift members shall work forty (40) hours per week schedules.

#### E. Shift Assignment Transfer:

1. Shift assignment changes will be posted by the Department through Fire Department email for two (2) weeks prior to the start of the selection process. There will be a reminder post at

the beginning of the second week. The advertisement will include the number of openings to be filled in the specialty assignment, a brief job description, and any minimum requirements.

- a. If the vacancy (ie Rover, shift transfer, etc.) has more than one applicant, selection will be based upon highest time-in-grade.
- b. If the vacancy (ie Rover, shift transfer, etc.) has no applicant, selection will be based upon lowest time-in-grade.

# F. Modified Shift Assignments:

When Department required and approved training is scheduled to total 24 hours or more over consecutive days, but not more than 20 days, the member will not be transferred to day shift but rather the department will adjust the members time as follows:

- 1. Members will be granted the last 12 shift hours off their assigned shift if that shift is the day before the class begins;
- 2. Members will be granted a full 24 shift hours off their assigned shift if that shift falls the first day after the class ends;
- 3. If the total work hours in the work period exceed 40 hours, member will receive overtime for the balance.

# G. <u>Temporary Day Shift Assignment:</u>

- 1. Shift members temporarily assigned to Day Shift for more than twenty (20) days will be transferred to a forty (40) hour week at the time of the transfer. At this time, the member's hourly wage will be increased to account for the decrease in hours worked per week so that there is no change in gross, base semi-monthly pay.
  - a. Use of holiday pay and accruals is in accordance with Article 17.
- 2. Caps upon sick leave (Article 14) and Vacation (Article 15) will be managed as if the temporarily assigned member was still on their suppression shift assignment.
- 3. Use of vacation and sick leave will be governed by Article 14, Sick Leave and Article 15, Vacation, respectively.

# H. Maximum Hours Worked:

- 1. To maintain required minimum staffing levels, Members may be required to work beyond their regular scheduled hours of work up to a maximum of seventy-two (72) consecutive hours with twenty-four (24) hours minimum rest period before their next scheduled shift.
  - a. Employees may work in a support role which involves training, administration, special events, or public education prior to or immediately following a 72-hour shift. This time will be included as part of the rest period.
- 2. If mandatory overtime is required to maintain minimum staffing, employees may voluntarily work up to 72- hours or three (3) consecutive shifts to meet minimum staffing requirements. Employees shall not work beyond 72-hours or three (3) consecutive duty shifts. After any 72-hour work period on a duty shift,

- employees must have a minimum of a 24-hour rest period before returning to another duty shift.
- 3. In preparation of, responding to, or recovering from a catastrophic emergency or other major incident that requires additional staffing, the hours worked limitation of may be waived.

# I. "Rover" Members:

- 1. A designated "Rover" Member assigned to field operations, will schedule no more than five (5) shifts consisting of twenty-four (24) hours in each nineteen (19) day work cycle for a total of 2,428 annual hours. Shifts will be scheduled in accordance with a mutually agreed upon process by the Labor Management Committee.
- 2. Rover personnel will be required to work five (5) twenty-four (24) hour shifts every nineteen (19) day FLSA cycle. Debit days do not apply to Rover personnel. To remain in compliance, it is the responsibility of Rover Member to ensure that they complete all mandatory training as required. The training department will work with the Rover Member to ensure Rover completes all required training.
  - a. Rover shifts will be chosen ninety-five (95) days in advance, equal to five (5) cycles, broken into roughly four (4) quarters a year.
    - i. Rover shifts must be selected and submitted to their supervisor one (1) month prior to the start of the five (5) FLSA cycle quarter.
    - ii. Rover may schedule themselves into any vacancy in which they are qualified to work. Four (4) of the five (5) shifts chosen per FLSA cycle shall by a vacancy.
  - b. The department may not force schedule the Rover Member into greater than seventy-two (72) hours consecutively. The Rover Member may not schedule themselves into greater than seventy-two (72) hours consecutively.
    - i. Rover personnel have the option to update their schedule to work an overtime vacancy within the FLSA cycle at straight time, removing a future scheduled day.
    - ii. Trades will be accommodated within the same job classification using the same rules as regularly scheduled shift personnel.
  - c. Rover personnel assignment will be based on organizational needs.
    - i. Once Rover personnel shifts have been selected, the same rules for vacation apply to Rover personnel as all other shift personnel.
    - ii. The Rover position may schedule and utilize annual leave and is not subjected to the annual leave constraints as shift personnel. Annual leave requests shall be submitted when choosing shifts every quarter for the following five (5) cycles.
    - iii. The Rover workgroup will not pick shifts in their first quarter until vacation picks for all 4 shifts are complete by December 31<sup>st</sup>.

- iv. In the event, there is more than one Rover, picks will be done in order of seniority, in rounds, like vacation pick rotations.
- v. The Rover will not be required to work more than one (1) holiday per FLSA cycle. The Member may choose to work more than one (1) holiday.
- vi. The Rover working below the rank of Battalion Chief will be assigned to a shift and report to the respective Battalion Chief. All schedule changes will be facilitated and approved by the assigned Battalion Chief.
- vii. The Rover working in the rank of Battalion Chief will report to the Operations Chief. All schedule changes will be facilitated and approved by the assigned Operations Chief.
- 3. The Rover position will be selected following the Selection Process outlined in "Appendix B."

#### **ARTICLE 13- SALARIES**

#### A. Basic Salaries:

- 1. Members covered by this Agreement shall be compensated in accordance with the wage schedule outlined in "Appendix A."
- 2. All members' salaries shall be calculated from the top step of Firefighter. The applicable percentage per position and time in grade shall be found in Appendix A.
- 3. Members who obtain and maintain Thurston County EMT-B certification, including defibrillator certification, will receive incentive pay of \$12.50 per pay period.
- 4. Members will receive deferred comp compensation in the amount of 3.0% as part of their base salary for services rendered.
- B. <u>Working Out of Classification</u>: Any member covered by this Agreement who is designated by the Fire Chief or representative as working out of classification in a higher position than their regular classification shall receive the greater of the lowest step of the higher classification pay range or a five percent (5%) increase per hour that the member works in the higher position.

#### C. Acting/Interim Pay:

- 1. Interim Status pay is used for assignments where a Member is performing all of the work of an assigned position and meets the minimum qualifications of that position. The City Manager or Fire Chief will appoint a Member interim status pay if the position will exceed a four (4) week period. A Member will be assigned interim status pay to commensurate with a promotion in their existing job profile.
- 2. The interim status pay will equate to the base pay of the position for which they are interim, plus applicable add pays calculated off the interim position rate. In no event will a Member be compensated above the top step for the position they are interim status. If the position for which they are interim is not eligible for add pay, then add pay will not apply

while in interim status. Compensation will increase at a minimum rate of 5% and will not exceed the salary of Fire Chief.

- 3. Acting/Interim positions include:
  - a. Lieutenant acting in the role of Battalion Chief
  - b. Paramedic acting in the role of paramedic Lieutenant
  - c. Firefighter acting in the role of Lieutenant.
- D. <u>Longevity</u>: Additional monthly pay shall be awarded for longevity to members of the department on the following scale:

1. Effective January 1, 2026:

5-9 Years	10-14 Years	15-19 Years	20-24 Years	25+ Years
1.5%	3%	4%	5%	6%

2. Effective January 1, 2027:

5-9 Years	10-14 Years	15-19 Years	20-24 Years	25+ Years
2%	3.5%	4.5%	5.5%	6.5%

3. Effective January 1, 2028:

5-9 Years	10-14 Years	15-19 Years	20-24 Years	25+ Years
2.5%	4%	5%	6%	7%

- E. <u>Education Incentive</u>: Additional monthly pay shall be awarded as an educational incentive to members of the department at the following rates;
  - a. Associate degree 2%
  - b. Bachelor's degree 4%
  - c. Master's degree 6 %
  - d. All Associates, Bachelors, Masters, and other Advanced degrees will be conferred by an accredited college or university according to the following seven (7) regional accreditation agencies recognized by chea.org (Council for Higher Education Accreditation): Western Association of Schools and Colleges, Higher Learning Commission, Middle States Commission on Higher Education, New England Association of Schools and Colleges, Northwest Commission on Colleges and Universities, Southern Association of Colleges and Schools, and WASC Senior College and University Commission.

#### ARTICLE 14- OVERTIME, CALLBACK, AND EXCHANGE

- A. Unscheduled overtime shall be defined as authorized work performed in excess of scheduled hours of work as stated in Article 11 of this Agreement.
  - 1. All overtime performed to supplement the absence of normal field operations personnel shall be paid at the overtime rate from the time they report for duty.

- a. A member will be paid the overtime pay rate for one-quarter (1/4) hour for any portion of the one-quarter (1/4) hour worked.
- b. Paramedics attending in-service training required by the Medical Program Director will be compensated for such time, up to three (3) hours per month.
- B. Field operations members shall receive overtime compensation at time and one-half (1/2) Hourly pay and is computed using the following formula:

# Pay Period Salary \* (+) Special Pay 101.17 hours\*\*

- \*Annual Pay divided by 24 pay periods
- \*\*126.5 hours multiplied by 19.2 (19-day periods in one year) = 2428 annual hours and 2428 annual hours divided by 24 pay periods = 101.17
- C. Day Shift members who work in excess of their regular scheduled workday shall, at the member's option, receive compensation in the following manner:
  - 1. Receive overtime pay figured at the rate of one and one-half (1.5) times their applicable rate; or
  - 2. Compensatory time equal to one and one-half (1.5) hour for each hour worked if the member is performing non-operations type work for their assigned division.
    - a. Members may accrue a maximum of eighty (80) hours of compensatory time. When a member has accrued the maximum number of hours, any additional overtime worked will be paid at the overtime rate.
    - b. The scheduling of compensatory time off is at the discretion of the supervisor. The supervisor must, however, allow the use of compensatory time within a reasonable period unless the member's absence would unduly disrupt operations.
    - c. Upon retirement, resignation, or transfer, a member's compensatory bank will be cashed out at the member's final hourly rate.
    - d. Employees can cash out compensatory time at any time. However, all compensatory time accrued through January 1<sup>st</sup> will be cashed out annually in the January 10<sup>th</sup> paycheck.
    - e. Effective upon signing of this agreement, compensatory time credited toward final average salary for the purposes of reporting to the <u>Washington State Department of Retirement Systems (DRS)</u> will be limited to compensatory time earned in the last year of employment.
- D. Fire Suppression members who attend pre-approved non-mandatory training shall receive compensation in the following manner:
  - 1. Compensatory time equal to one and one half (1.5) hours for each hour worked that will be added to the employee's compensatory time banks.
    - a. Approval for vacation credit for non-mandatory training is at the discretion of the Fire Chief, or designee.

- E. Members on off-duty time who are subpoenaed to give testimony in court about events arising out of their employment, except in civil cases, shall receive overtime compensation at the applicable rate.
- F. The Fire Department will establish and maintain an overtime work list for each class of members. All members will have their names represented on the list in accordance with the departmental seniority list as established in *Article 5* of this Agreement. Should the need for overtime occur in the Fire Department because of vacations, sickness or other unforeseen conditions, the officer in charge shall fill the vacancy in accordance with departmental policy.

# G. Callback:

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

# H. Exchange of Time:

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

# **ARTICLE 15- SICK LEAVE**

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

#### B. Sick Leave

- 1. Regular full-time members covered by the LEOFF Retirement System prior to October 1, 1977 will accumulate paid sick leave at the rate of twenty-four (24) hours for each full month of service up to a maximum accumulation of two hundred forty (240) hours. Sick leave accumulated in one (1) year may be carried over to succeeding years but not to exceed a total of two hundred forty (240) hours.
- 2. The Union agrees that members will not apply for disability leave under the LEOFF pension system for absences of less than three (3) scheduled workdays/shifts unless the member

does not have sufficient paid sick leave accrued. When a member applies for disability leave, the commencement of the disability leave shall be as of the first hour that the member was unable to report to work. Any sick leave which subsequently is covered by an approved disability leave shall be credited to the affected members, provided that such credit shall not result in sick leave accrual in excess of the maximum, accumulations stated in paragraph I above. It is the intent of this section that the City's total liability for combined paid sick leave and disability leave shall not exceed six (6) months for any one incident.

- 3. Regular full-time members enrolled in the LEOFF Retirement System after October 1, 1977 will accrue one (1) duty shift per month during the first 72 months of service. After 72 mouths, members will accrue sixteen (16) hours per month. Maximum accumulation is one thousand four hundred forty (1,440) hours for field operations personnel. LEOFF II Day Shift members will accrue eight (8) hours per month to a maximum of nine hundred and sixty (960) hours.
- 4. Use and eligibility for sick leave shall be governed by departmental Manual of Operations. All full-time members are permitted to remain away from their employment because of illness or physical inability, whether incurred on-duty or off-duty, without loss of compensation up to the number of sick leave hours that the member has accrued.

#### ARTICLE 16- VACATION LEAVE AND PERSONAL DAYS

A. <u>Vacation Accrual:</u> Annual vacation credits for field operations personnel assigned to twenty-four (24) hour shifts shall be earned from the date of employment as follows. To calculate Day Shift accruals, multiply designated field operations vacation accrual entitlements by 0.80.

Years of full-time service with the City	Vacation accrual entitlements
Less than five (5) years	156 vacation hours per year
More than five (5) years and less than ten (10) years	204 vacation hours per year
More than ten (10) years and less than fifteen (15) years	252 vacation hours per year
More than fifteen (15) years and less than twenty (20) years	276 vacation hours per year
More than twenty (20) years and less than twenty-five (25) years	288 vacation hours per year
More than twenty-five (25) years	312 vacation hours per year

- 1. Accrued vacation time taken shall be limited to the number of vacation credits earned by the member.
- 2. The vacation selection list will be posted on the bulletin board in the main station by November 1 of the year proceeding the opening date of the vacation selection list. Vacation selection will be made by seniority according to the shift seniority list, with senior members selecting before members with less seniority.
- 3. The maximum number of shifts of vacation, which may be accumulated, shall be limited to three (3) years of a member's entitlement.

# B. <u>Vacation Requests:</u>

- 1. All vacation requests will be forwarded to the Fire Chief on the forms provided. There will be four total vacation slots per day available to the membership year-round. Vacation selections will not be denied due to on-duty staffing being reduced below specified strength brought about by sickness, disability or approved training attendance.
- 2. The maximum number of Members allowed to be on approved vacation per shift shall be as follows:
  - a. Lieutenant One (1) shift position
  - b. Paramedic One (1) shift position
  - c. Firefighter Two (2) shift positions
  - \*Maximum number of shift positions per position are not transferable to another position.
- 3. The maximum amount of vacation time which a Member may take in any one (1) block shall be as follows:
  - a. Field operations Members: No more than 192 hours (max 8 shifts).
  - b. Day shift Members: No more than 172 hours (4.3 weeks).
- 4. Shift vacation picks will begin November 1, and Debit Day vacation picks will begin after all members from all four (4) shifts have completed their shift vacation picks.

# C. <u>Vacation Cash-Out/Conversion:</u>

- 1. Except as noted below, no more than three hundred and thirty-six (336) hours of accrued vacation leave may be cashed out at the time of retirement or separation.
- 2. Members shall be allowed to cash back more than the stated amounts if circumstances such as vacation request denials prevented them from taking sufficient vacation to hold down their accumulation levels.
- 3. Vacation cash out, upon separation, may be transferred to the City's 457 Deferred Compensation Plan consistent with IRS regulations.
- 4. Upon LEOFF Plan 2-defined retirement, in addition to the three hundred and thirty-six (336) hours of vacation entitlement that may be cashed out, 25% of accrued and unused sick leave may be transferred into "compensable hours" and contributed to the member's Washington State Council of Firefighter's Medical Expense Reimbursement Plan account.
- 5. Pursuant to the <u>City of Olympia Policy 17, Personnel Actions, Section 4.14 Separation Pay,</u> probationary employees are not eligible for vacation leave cash out upon separating from the City.

### D. Personal Days

- 1. Members will receive 2 additional personal days (forty-eight (48) hours total) to be used on any day of the Members' choosing, excluding federal holidays. Members shall not take overtime on their requested personal day.
- 2. Seventy-two (72) hours' notice is required when requesting the use of a personal day. Cancellation of a personal day requires seventy-two (72) hour notice. A personal day request must be in twenty-four (24) hour shifts, no partial personal day requests will be awarded.
- 3. Personal Days need to be taken as time off or cashed out. Personal Day allowance banks will be cashed out as straight pay on—the first pay period of the following year.
- 4. The maximum number of Members allowed to be on approved personal days per shift shall be as follows:
  - a. Lieutenant One (1) shift position
  - b. Paramedic One (1) shift position
  - c. Firefighter Two (2) shift positions

# **ARTICLE 17- PAID HOLIDAYS**

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

New Year's Day Labor Day

Martin Luther King's Birthday Veterans Day

Washington's Birthday Thanksgiving Day

Memorial Day Day After Thanksgiving

Juneteenth Christmas Day

Independence Day

# B. <u>Holiday Pay Conversion:</u>

- 1. Field operations Members are awarded 13 Holidays, a total of 144 Holiday Hours per calendar year.
  - a. Field Operation Members are awarded Holiday pay at a rate of 11 hours/Holiday.

<sup>\*</sup>Maximum number of shift positions per position are not transferable to another position.

- b. The City of Olympia participates in a wellness program with the AWC, if awarded a "Well City" Status all City Staff are awarded one (1) Personal Holiday.
  - i. If the City of Olympia is NOT awarded "Well City" status that one (1) Personal Holiday will be removed. If this were to happen Field Operation Members will be awarded 12 Holidays, a total of 132 Holiday Hours.
- c. In addition to the above specified holidays, a member may designate one (1) non-cumulative personal holiday in each calendar year, provided that the member has been continuously employed or is scheduled to be continuously employed by the Fire Department for at least six (6) months.
- 2. Field operations Members working 24-hour shifts may choose to convert 24 hours of holiday pay to a personal day off as leave, with a max of 2 personal days off as leave, not to exceed 48 hours off as leave.
- C. Holiday pay shall be paid to all members assigned to a twenty-four (24) hour shift regardless of whether or not they are scheduled to work on a given holiday specified in Section A above and for the personal holiday discussed in Section B above. Holiday pay shall be an amount equivalent to 11 hours of the member's base hourly rate exclusive of overtime and premium pay and shall be in lieu of time off.
  - 1. Members not assigned to Operations on January 1st will have holiday pay pro-rated for hours not worked at a rate of four (4) hours per pay period.
  - 2. If the city changes the current holiday schedule both parties agree to mutually discuss the impacts.
- D. Members permanently assigned to Day Shift shall not receive holiday pay but shall have the holiday off and receive their regular compensation for each holiday. In the event that any holiday established by Paragraph A falls on a Saturday, the proceeding Friday shall be given as a holiday in lieu of the normal holiday. If the holiday falls on a Sunday, the following Monday shall be given as the legal holiday.
  - 1. Members may request to work a holiday at the Fire Chief's approval and receive the hours 1:1 as Floating Holiday time to be used at a later date within the calendar year.
    - a. The scheduling of additional Floating Holiday time off is at the discretion of the supervisor so that the Department remains staffed. However, the supervisor must allow the use of the Floating Holiday time off within a reasonable period. Members who are injured and do not return to work will be compensated for any holiday hours in their bank at the time of the injury.

#### **ARTICLE 18- PROMOTIONS**

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

# **ARTICLE 19- WELLNESS**

The City and membership agree to accept the IAFF Wellness Initiative Program.

# A. Aspects of the Wellness Program include:

- 1. The Union and the City agree to jointly implement a mandatory physical performance testing and fitness program. These physicals will be completed on an annual basis. Medical physicals will be conducted by a provider selected through the Northwest Fire Fighters Benefit Trust (NWFFT). No individual results will be shared with the employer, with the exceptions of "fit" or "not fit" for duty. Physical exams will be scheduled in a manner such that minimum staffing levels will not be adversely impacted. The Department will attempt to schedule physicals in conjunction with other area Departments also utilizing the NWFFT for annual physicals, provided that travel outside of Thurston County is not necessary.
  - a. A member who is determined "not fit for duty" following a mandatory medical physical exam will be eligible for a temporary light duty shift assignment for a period not exceeding sixty (60) calendar days from the date of exam.
    - i. The sixty (60) calendar days is to allow the member time to schedule and attend to medical care and obtain the necessary documentation from their healthcare provider to determine whether they can return to full-duty. The member is encouraged to make reasonable efforts to seek appropriate medical care during this period.
    - ii. The member is required to submit medical documentation from a licensed healthcare professional verifying their ability to return to full-duty work or the need for additional time off. The member must make efforts to keep the department informed of updates and progress.
    - iii. If the member fails to provide the necessary medical documentation or does not return to full-duty at the conclusion of the sixty (60) day light duty assignment period, the member may be subject to disciplinary action up to and including termination.
  - b. Once a member reaches the maximum sixty (60) calendar day period for a light duty shift assignment, the member will no longer be eligible for light duty shift work unless agreed upon in writing through the City's approved Reasonable Accommodation process administered by the Human Resources Department. Once a member reaches the maximum sixty (60) days, they must transition to using their accrued leave balances and available leave options to cover any further absences due to the "not fit for duty" status.
    - i. If a member is approved for a temporary light duty assignment, the member may be assigned to light duty work within the department, as determined by the Fire Chief or designee, in accordance with the member's capabilities and operational needs of the department. The department will make reasonable efforts to accommodate the member in an appropriate light duty role, but such accommodation may be limited by business and operational needs.
- 1. IAFF Quitting Your Way Program/Tobacco Cessation, for which the City will pay for the one-time cost of the City-approved Wellness Initiative approved program/method.
- B. The Union agrees that all members will comply with the City's Policy 5-Drug and Alcohol.
  - 1. Drug testing language will be discussed between Labor Management and the City and a policy developed. A final mutually agreed upon procedure will be adopted by January 1, 2027.

#### C. Peer Fitness:

- 1. The Union and City agree to jointly implement a peer fitness program as highlighted in the 4th edition of the fire service joint labor management wellness-fitness initiative. The peer fitness team will consist of 2 members/shift with a total of 8 members. The City agrees to purchase and maintain physical fitness equipment needed to comply with the Wellness Initiative. The peer fitness team will participate as consultants in the design and development of station building or remodel plans as it pertains to fitness equipment and fitness room maintenance.
- 2. A deduction of .002% will be made from each employee's semi-monthly paycheck. These funds will be held by the City for use as allowed under the guidelines set forth by the Peer Fitness Team.
- 3. Starting in 2026, The employer will contribute \$7000 annually towards Peer Fitness Team training and equipment maintenance.

# E. <u>Peer Support:</u>

- 1. The Union and City agree to jointly implement a Peer Support Program as highlighted in the 4th edition of the fire service joint labor management wellness-fitness initiative.
- 2. The City agrees to provide the Peer Support team with an annual training budget of fifteen-thousand dollars (\$15,000) to comply with the wellness-fitness initiative.
- 3. The City agrees to provide the Peer Support program with an Independent Mental Health Contractor to provide mental health support services to include but not limited to:
  - a. Emergency counseling services, facilitation, coaching, on-call expert advice in the following areas: individual coaching/counseling, peer support program development, facilitation, mediation, and training. Independent Mental Health Contractor services will not exceed forty (40) hours per month without prior approval.

# F. Ready Rebound:

- 1. Ready Rebound creates an integrated single-source service solutions for Firefighters that will help reduce injury-related costs, streamline the management of injury treatment and rehabilitation, and lead to the implementation of a sustainable and efficient evidence-based health, fitness, and performance programming. The goal of Ready Rebound is to establish an injury management system that rewards the employee and employer through efficiency, reduced costs, and reduced time lost.
- 2. The City agrees to fully fund the annual costs of enrollment for Local 468 members into the Ready Rebound program.

# **ARTICLE 20- SEVERABILITY CLAUSE**

Should any provision in this Agreement or the applications of such provisions be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect. Should the sick leave provisions of this contract, or should a catastrophe occur which would prompt the City Council to declare a "State of Emergency", the City and the Union jointly agree to meet and confer as to how to address these issues.

# ARTICLE 21- TERM

This Agreement shall become effective upon January 2 December 31, 2028.	1, 2026 and shall remain in full force and effect until
IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED 2025.	THIS AGREEMENT THISDAY OF,
FOR THE CITY OF OLYMPIA	FOR LOCAL #468, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO
Steven J. Burney, City Manager	Erin Johnson, President

# **APPENDIX A- SALARIES**

- A. Effective January 1, **2026**: Employees will receive a 2.7% salary increase based on 100% of Seattle-CPI-U from the previous June 12-month CPI-U figures. Total Salary for Firefighter Step 4 in 2026 with 2.7% increase is **\$119,231.91**.
- B. Effective January 1, **2027**: Employees will receive a salary increase of 100% of Seattle- CPI-U (based on the June 12-month CPI-U figures from the prior year) with a minimum increase of 1% and a maximum increase of 5%.
- C. Effective January 1, **2028**: Employees will receive a salary increase of 100% of Seattle- CPI-U (based on the June 12-month CPI-U figures from the prior year) with a minimum increase of 1% and a maximum increase of 5%.
- D. For the purpose of salary calculation, the following table shall be used. All subsequent salary increases shall be calculated based on Firefighter Step 4 and then the appropriate percentage will be applied to each step as shown. It is the intent that all salaries be a percentage of Firefighter Step 4.

Rank	Step 1	Step 2	Step 3	Step 4
Firefighter	75%	80%	90%	100%
Paramedic/ Firefighter	80%	90%	100%	114%
Fire Lieutenant	113%			116%
Paramedic Lieutenant	120%			123%
Day Shift Captain	128%			130%
Battalion Chief	130%			132%

# APPENDIX B - SPECIALTY PAYS

A. For the purposes of salary calculation, the following specialty pays are to be paid to approved members (not to exceed the position maximums) at a flat percentage rate for all hours worked or an additional percentage per hour while assigned to those roles & responsibilities. The tables below establish and maintain the assigned pay for all specialty assignments.

# Effective January 1, 2026:

Certification Pay	% Pay	Maximum Positions
Secondary Paramedic	7%	See ALS contract (50% of PM certification pay)
Certification Pay		
SORT	2%	As allocated by SORT Team Governing Board (16)
SCBA Technician	2%	4 shift level positions
FIT	2%	4 day shift positions
OTEP Instructor	2%	8 shift level positions (1 ALS, 1 BLS per shift) in addition to
		LT/PM

Assignment Pay	% Pay	Maximum Positions
Day Shift Differential	10%	Any member who is assigned to day shift

Add-On Seat Assignment % Pay		Maximum Positions	
Pay			
Aid Unit	2%/hour	When assigned to an Aid Unit	

Logistics Pay	% Pay	Maximum Positions
Bunker Gear	1%	1 shift level position
Radios	1%	1 shift level position

#### Effective January 1, 2027:

Add-On Seat Assignment Pay	% Pay	Maximum Positions
Engine Driver/Operator	2%/hour	When assigned to an engine driver/operator position
Truck Technician	2%/hour	All 3 Truck positions (Driver, Tiller, Officer) per shift

# B. Eligibility:

- 1. Specialty pay is a premium added to base salary and is intended to be used only as long as the skills, duties, or circumstances it is based on are in effect. Eligibility for specialty pay will be specific to the role.
- 2. The Fire Chief may grant specialty pay to a position to recognize specialized skill, assigned duties, and/or unique circumstances that exceed the ordinary. The Fire Chief determines which positions qualify for the premium.
- 3. If the specialty pay is limited to a specific number of employees, (ie. Fire Investigator) then there will be a selection process.
- 4. If the specialty pay is not limited to a specific number of positions, (ie. Aid Unit) then there will not be a selection process. Employees will need to complete all requirements for the specific pay and will receive it as assigned/determined by the CBA.
- 5. To assist the Fire Chief in selecting the best-qualified candidate for the assignment, minimum qualifications will be established for specialty roles.

#### C. Selection Process:

- 1. Specialty role assignments will be posted by the Department through Fire Department email for two (2) weeks prior to the start of the selection process. There will be a reminder post at the beginning of the second week. The advertisement will include the number of openings to be filled in the specialty assignment, a brief job description, and any minimum requirements.
  - a. If the vacancy does not include a specialty pay (i.e. Rover, shift transfer, etc.), selection will be based upon highest time-in-grade.
- 2. The post will require the member to submit the following application materials:
  - a. Letter of interest
  - b. Resume
- 3. The process will consist of a single interview with members related to the assignment.
- 4. Specialty pay will begin at the completion of any specific training/credentials that is required.
- 5. Specialty assignments may be given on a temporary basis without following the above process in exigent circumstances. Temporary assignments will not normally last more than six (6) months. At the conclusion of the temporary assignment or when the exigent circumstances no longer prevail, the assignment shall be advertised in accordance with this Article.
- 6. Some specialty roles may require a minimum commitment. If a specialty role requires a minimum commitment, the assignment posting will indicate such commitments.
- 7. If the process above does not result in volunteers, the Fire Chief retains the right to make transfers as needed. The department is committed to collaborative discussions with the Union to explore options on a case-by-case basis when day-shift positions remain unfilled in a vacant assignment with specialty pay.
  - 1. When management exercises the right to transfer members to a new schedule, the member's prior approved time off requests will be honored. Exchange of time or "trades" are solely for the convenience of the members and the City assumes no liability, either monetary or non-monetary.
  - 2. The department will make every effort not to change a member's work schedule while they are completing their probationary period.