

AGREEMENT BETWEEN
THE CITY OF OLYMPIA, WASHINGTON
AND
ASSISTANT FIRE CHIEFS
REPRESENTED BY
LOCAL #468, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
AFL-CIO

January 1 2014 - December 31, 2016

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THE CITY OF OLYMPIA, WASHINGTON
And
ASSISTANT FIRE CHIEFS REPRESENTED BY
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, representing Assistant Fire Chiefs, hereinafter referred to as the Union.

ARTICLE 1- RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining representative for the purposes of establishing wages, hours and other conditions of employment for all full-time and regular part-time Assistant Fire Chiefs employed in the Olympia Fire Department, excluding confidential employees and all other employees.

ARTICLE 2- UNION BUSINESS

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

B. Union Official's Time Off: The City agrees to allow reasonable time off without pay for a Union official to attend State or National Conferences, State or National Seminars, or State LEOFF Board Meetings so long as such requests are made at least 30 days prior to the event and that absence does not interfere with carrying out the duties of Assistant Fire Chief.

C. Union Meeting:

1. The Union shall be permitted to hold Union meetings on City premises during non-duty hours.
2. City time and premises may be used to meet with City Officials to address grievances involving members.
3. No other formal Union business shall be conducted upon the premises without the prior permission of the Fire Chief or his designee.
4. This section is not intended to prohibit casual conversation of Union business between Union members on City premises, provided that such conversations shall not take place in a manner which disrupts Department personnel in the performance of their duties.

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

ARTICLE 3- UNION SECURITY

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

B. The 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.

Management rights shall include, by way of illustration, the right to:

- ❖ Establish and modify reasonable rules and regulations for the operation of the Fire Department and the conduct of its employees.
- ❖ Determine and change Fire Department budget, methods of operation, facilities and equipment.
- ❖ Recruit, hire, layoff, promote, assign, appoint, discipline, discharge, or suspend employees in accordance with City of Olympia Civil Service Rules and Regulations.
- ❖ Determine and change schedules of work, hours of work, number of personnel and the methods and processes by which work is to be performed.
- ❖ Determine mental, physical and performance standards.
- ❖ Assign work and determine the duties to be performed by Assistant Chiefs.
- ❖ Determine the need for additional education courses, training programs, on-the-job training, or class training, assign employees to such duties for periods to be determined by the Employer.
- ❖ Take any action as may be necessary to carry out the mission of the City and to deal with emergencies as declared by the Emergency Management Director, Mayor, County, Governor, or President.

Nothing in this Agreement shall interfere with the Employer's right to perform work through the utilization of non-bargaining unit personnel, including allocation of work assignments to Assistant Chiefs that are also assigned to other Union members in any other bargaining unit or to contract out for goods and services.

ARTICLE 5- SENIORITY AND REDUCTION IN FORCE

A. Seniority: Seniority shall be determined by the date of initial continuous employment. The date of initial employment shall be the actual date the member begins his/her employment. In the event more than one member has the same date of employment, the person with the higher ranked placement on the Civil Service register shall have seniority over members having lower ranked placement on the same register. If there is a tie with both members having the same ranked placement, the flip of a coin shall break the tie for seniority purposes. A member who has not completed one (1) full year of continuous employment shall not be considered to have seniority and shall not be considered to be a regular full-time employee.

B. Reduction in Force: The Employer retains the right to decide if a reduction in force is required. All reductions in force of personnel covered by this Agreement shall be carried out pursuant to the terms of Rule IX of the Olympia Civil Service Rules, Reduction-in-Force.

ARTICLE 6- UNIFORMS AND CLOTHING

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

B. Uniforms: The City shall provide uniforms to each new member of the Fire Department as per Department Operating Guidelines. A uniform allowance account is established for each member to cover uniform replacement. The Labor-Management Team will determine the uniform menu and will establish the uniform account allowance for all workgroups.

ARTICLE 7- HEALTH AND SANITATION

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 8- INSURANCE AND RETIREMENT

A. Dental: The City agrees to pay 100% of premium costs for employee and dependents dental insurance coverage as provided by the City. This coverage includes orthodontia.

B. Employee Medical: The City agrees to pay the entire premium costs for member's medical insurance coverage as provided by the City. Specifically, the City will provide coverage through the Association of Washington Cities Employee Benefit Trust, Regence PPO Plan and the Group Health Cooperative Plan for LEOFF II members. The Group Health Cooperative Plan with a \$5 Co-Pay will be replaced with a \$10 Co-Pay Plan effective January 1, 2012. The Regence PPO Plan shall remain unchanged. LEOFF I members will be enrolled in the Regence Plan A or Group Health Cooperative No-Co-pay Plan.

C. Dependent Medical: The City and the member shall share in premium costs for dependent medical insurance as provided by the City. The City shall pay eighty-five percent (85%) and the member shall pay fifteen (15%) of the total premium.

D. Vision Benefits: The City will pay 100% of the premiums for employee and dependents for vision insurance coverage as provided by the City

E. Life Insurance: The City agrees to pay for term life insurance of \$10,000 (ten thousand dollars) coverage for each employee, as provided by the City.

F. Long Term Disability: The City shall pay for a long term disability insurance plan providing a minimum 50% base salary replacement and a 180-day waiting period. An optional program to enhance this benefit is available to employees at their own expense.

G. Retirement: The City shall cover employees in accordance with the applicable State pension system requirements.

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

I. Health Premium Reimbursement Trust: Members may participate in the Washington State Council of Firefighter's Medical Expense Reimbursement Plan at their own expense with the City acting as a payroll

agent. As payroll agent, the City will withdraw the contribution amount from each bargaining unit member's salary, and forward the monies to the WSCFF Employee Benefit Trust. The contribution rate will be deducted from the employee's paycheck on a pre-tax basis at the rate of \$75.00 dollars a month. The Union will have the option to adjust the contribution rate every December for a January 1 adjustment.

J. Medical Opt-Out Incentive: Members of the collective bargaining unit, who opt out of the Medical Plans paid by the City of Olympia for employees, shall be paid an incentive of two hundred fifty dollars (\$250) per month by the City. The incentive plan will be available to employees upon the signing of this agreement. In order to receive the incentive, employees must provide proof of other medical coverage, except for those employees who are voluntarily covered as a "spouse/partner" rather than as an "employee" under the City's insurance plan.

Employees of the City who are voluntarily covered as a "spouse/partner" rather than as an "employee" under the City's insurance plan must enroll during the open enrollment period. The City reserves the right to cease this program at any time for any reason. If the City ceases the program for any reason other than violation of state or federal law, the City will do so during open enrollment.

ARTICLE 9- GRIEVANCE PROCEDURE

A. The purpose of this procedure is to provide for an orderly method for resolving grievances. As high-level managers reporting directly to the Fire Chief, a determined effort shall be made to settle any such differences informally through direct communication. Only when issues cannot be resolved informally shall the more formal grievance procedure be used.

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. The formal procedure for addressing all grievances is as follows:

STEP 1. Grievances shall be filed by the union in writing with the Chief of the Fire Department 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 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 is unsatisfactory to the Union, or if the matter remains unresolved ten (10) working days after submission of the written grievance to the Fire Chief, the written grievance shall be presented to the City Manager or his designee. The City Manager or his designee shall respond to the grievance within ten (10) working days following the submission of the grievance to the City Manager.

STEP 3. If the solution proposed for the grievance by the City Manager or his designee is unsatisfactory to the Union, 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 may be submitted to arbitration by the union in accordance with the following procedures:

a. Notice of arbitration shall be given by the union within ten (10) working days following the issuance of the solution proposed by the City Manager or his designee. A representative of the Union and the City Manager or his designee shall meet within five (5) working days after notice of arbitration has been given to select an arbitrator. If the parties are unable to agree upon an arbitrator, they shall jointly request the Public Employment Relations Commission to appoint an arbitrator from its staff. If the Public Employment Relations Commission indicates a delay of more than two (2) months, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of five (5) names and the parties shall alternately strike one (1) name from the list until only one (1) name remains. A coin toss shall determine the party striking the first

name. The one (1) name remaining shall be the arbitrator. One (1) working day shall be allowed for the striking of each name.

b. It shall be the function of the arbitrator to hold a hearing at which the parties may submit their cases concerning the grievance. The hearing shall be kept private and shall include only such parties in interest and/or designated representatives. The power of the arbitrator shall be limited to interpreting this Agreement and determining if the disputed Article or portion thereof has been violated. The arbitrator shall have no authority to alter, modify, vacate or amend any terms of this Agreement or to substitute his judgment on a matter or condition for that of the City where the City has not negotiated and limited its authority on the matter or condition. The arbitrator shall render his decision within thirty (30) calendar days after the final hearing. Decisions of the arbitrator within these stated limits shall be final and binding upon the parties to the grievance, provided that the decision does not involve any actions by the City which are beyond its jurisdiction. Neither the arbitrator nor any other person or persons involved in the grievance procedure shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.

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

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

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

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

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

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

ARTICLE 10- 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 conduct and work performance. The employer agrees those Department rules, regulations, policies and procedures adopted which affect working conditions and performance may be subject to the grievance procedure as to whether or not there has been a violation of such rule, regulation, policy or procedure.

ARTICLE 11- HOURS OF WORK AND OVERTIME EXEMPTION

Assistant Chiefs shall generally work forty (40) hours per week schedules. Furthermore, the management nature of their position qualifies as an Executive Exemption under the Fair Labor Standards Act, and thus are salaried employees who are not paid overtime. In lieu of overtime pay, informal paid leave may be taken in recognition of the time demands of the positions, as mutually agreed by the member and the Fire Chief.

In the event that an Assistant Chief has compensatory time on the books from before he/she was an Assistant Chief, in order for that compensatory time to be credited towards the Assistant Chief's final average salary for the purposes of reporting to the Washington State Department of Retirement Systems (DRS), the compensatory time would have to have been earned during the Assistant Chief's last year of employment.

ARTICLE 12- SALARIES

Members covered by this agreement shall be compensated starting at 124.80% and up to 151.77% of the step 5 fire fighter pay. The Asst. Fire Chief salary schedule for 2014 is as follows:

STEP	MONTHLY SALARY EFFECTIVE 1/1/2014	% OF TOP STEP FF
1	\$8,519.47	124.80%
2	\$8,944.09	131.02%
3	\$9,391.24	137.57%
4	\$9,862.26	144.47%
5	\$10,360.58	151.77%

Salaries for 2015 and 2016 shall increase by a percentage proportionate to the General Sales Tax Revenue increase over the prior year in accordance to the table set forth in the IAFF contract (Appendix A), with a 2% minimum increase and a 4% maximum increase. Effective the pay period after ratification, all regular pay checks will be directly deposited to the bank account of the employee's choice.

B. City Vehicles: Assistant Fire Chiefs are currently assigned vehicles by the City for the City's benefit that they are expected to take home and drive to work. The assignment of a take home vehicle is for the purpose of responding to first alarm and other emergency operations and to attend required evening or weekend city meetings. Assistant Fire Chiefs are expected to follow all city and department rules regarding the use and maintenance of city vehicles. The City retains the right to discontinue the usage of take home vehicles at any time for any reason.

C. Working Out of Classification:

An Assistant Chief will be compensated at the discretion of the City Manager or designee when s/he is appointed on an acting basis as Fire Chief for a period longer than four weeks. Compensation will be a minimum of 5% and will not exceed the salary of the Fire Chief.

ARTICLE 13- FIRST ALARMS

An Assistant Chief is expected to report to all first alarms as assigned. Consistent with Article 11 – Hours of Work and Overtime Exemption, no overtime will be paid for this assignment.

ARTICLE 14- SICK LEAVE

Sick Leave for Assistant Chiefs will be in accordance with City Policy 13-Leave, Subsection 4.3 Sick Leave. It is understood that if the City proposes changes to this Policy, that these changes will be negotiated as they pertain to Assistant Chiefs.

ARTICLE 15- VACATIONS

Vacation for Assistant Chiefs will be in accordance with City Policy 13-Leave, Subsection 4.2 Vacation. It is understood that if the City proposes changes to this guideline, that these changes will be negotiated as they pertain to Assistant Chiefs.

ARTICLE 16- 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
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

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

C. Assistant Chiefs 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 scheduled day off, the closest regularly scheduled workday shall be given as a holiday in lieu of the normal holiday.

ARTICLE 17- WELLNESS

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

A. The City will purchase and maintain physical fitness equipment needed to comply with the Wellness Initiative. A QSD process will be used annually to evaluate equipment needs and maintenance.

B. The Union and the City agree to jointly implement a mandatory physical performance testing and fitness program, as contained in the Fire Department's Operations Manual.

C. The City will pay for the one-time cost of the IAFF Quitting Your Way Program/Tobacco Cessation.

D. The Union agrees that all members will comply with the amended provisions of the City's Policy 5 Drug and Alcohol.

ARTICLE 18- 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 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 19 – ENTIRE AGREEMENT

The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no express or implied or oral statements shall add to or supersede any of its provisions.

ARTICLE 20- TERM

This Agreement shall become effective upon the date signed and dated by authorized representative of both parties and shall remain in full force and effect until December 31, 2016.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT THIS ___ DAY OF _____ 2014.

FOR THE CITY OF OLYMPIA

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

Steven R. Hall, City Manager

Mike Simmons, President