INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS - MECHANICS

(IAFF--MECHANICS)

AGREEMENT BETWEEN

THE CITY OF OLYMPIA, WASHINGTON

And

FIRE DEPARTMENT MECHANICS REPRESENTED BY

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

January 1, 2022 - December 31, 2024

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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 the Fire Department Mechanics, 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 Fire Department apparatus mechanics and one operations supervisor employed in the Olympia Fire Department, excluding confidential employees, clerical employees and all other employees.

ARTICLE 2 UNION BUSINESS

- A. <u>Dues Deduction:</u> 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. <u>Union Meeting:</u>
 - 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 their 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.
- C. 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. 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.
- C. 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.
- D. 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.

- A. Management retains all rights granted by statute to operate and manage the function of the City, to control, direct, and schedule its operations and workforce, and to make any and all decisions affecting such operation, whether or not specifically mentioned herein and whether or not heretofore exercised. Such prerogatives shall include, but not be limited to, the sole and exclusive right to hire, terminate, promote, lay off, assign, classify, evaluate, transfer, suspend, discharge, and discipline employees; select and determine the number of employees, including the number assigned any particular work; increase or decrease that number; direct and schedule the workforce; determine the location and type of operation; determine the schedule when overtime shall be worked; install or move equipment; determine the methods, procedures, materials, and operations to be utilized or to discontinue their performance by employees of the Employer.
- B. Should the Employer consider contracting or subcontracting out bargaining unit work, the Employer shall give the Union a thirty (30) day written notice of such consideration, including the reasons for the contracting out. Prior to the City making a final decision, the Union will have thirty (30) days from the receipt of the notice to meet with the City and provide input and state their case for or against contracting out bargaining unit work. The decision to contract out rests solely with the Employer. The City and the Union will negotiate the impacts of such contracting out on the employees as required by law. The timelines above shall not apply to short-term subcontracting or assignment of bargaining unit work to non-bargaining unit employees in response to emergencies, unforeseen circumstances (e.g. situations when bargaining unit personnel are not readily available or when specialized skill or equipment is required), or when extraordinary manpower is needed beyond that available in the bargaining unit.
- C. The only qualifications to the retention of rights set forth above shall be those rights specifically abridged or modified by this Agreement.

ARTICLE 5 SENIORITY AND REDUCTION IN FORCE

- A. <u>Seniority:</u> Seniority shall be determined by the date of initial continuous regular, full-time employment. The date of initial employment shall be the actual date the member begins their employment. 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.
- B. Reduction in Force/ Lay off/ Recall The City agrees to follow the <u>City Policy 24 Sections 4.2.5</u>, <u>4.3, 4.4, and 4.5</u> when considering reductions in force of personnel covered by the Agreement. It is understood that if the City proposes changes to this Policy, that these changes will be negotiated as they pertain to the fire mechanics.

ARTICLE 6 DISCIPLINARY FILE RECORDS

- A. Disciplinary material 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, written reprimands and disciplinary documents may be removed at twenty-four (24) months 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 40 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 and CDLs

- A. <u>Safety/Uniforms:</u> The City will supply all safety equipment (including shop jacket and coveralls), rain gear, and uniforms subject to review by the fire department uniform committee. These items will be replaced as needed on an exchange basis. All employees who are provided uniforms are required to wear these and report to work in neat appearance as directed by the City. 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.
- B. <u>Commercial Driver's Licenses:</u> Commercial Driver's License fees shall be borne by the City. Non-City training or testing shall not be compensated. The City will reimburse out-of-pocket expenses associated with required health exams, up to the rate contracted by the City with a vendor for a required health exam. The choice of vendor and rates will remain the decision of the City. If the employee wishes to use a medical service other than the contracted vendor, the City will reimburse only up to the amount contracted with the City-selected vendor; the employee will be responsible for charges in excess of the contracted amount. The City will not pay for Washington State driver's licenses.

ARTICLE 8 HEALTH AND SANITATION

The Fire Chief shall issue, and may from time to time revise, written guidelines specifying reasonable safety practices that shall be followed by department personnel 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 Northwest Fire Fighters Benefits Trust (NWFFT).

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

B. Employee Medical

- The City agrees to pay the Northwest Fire Fighters Benefits Trust (NWFFT) 100% of the cost of the lowest base premium for employees enrolled with NWFFT \$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-D*.
- 2. Union members will be able to choose between the NWFFT \$1,500 Plan and the AWC Kaiser Co-Pay Plan 2.
- 3. 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; and
- 4. The Union agrees that if at any time the NWFFT 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.
- 5. The Union agrees that all administration of the NWFFT Healthcare plans will be done by individuals outside the City of Olympia staff, and that any calls to City staff regarding NWFFT Healthcare plans will be referred to the NWFFT plan administrator. The Union agrees to provide contact information to the City where employees questions about the NWFFT Healthcare plans can be referred.
- 6. The Union, through its Medical Plan Administrator, agrees to annually (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 NWFFT and a list of all employees that have accepted the insurance offer, and those members opting out of insurance with the NWFFT.

C. Cost Containment

- For 2022, 2023, and2024, the cost to the City for the NWFFT Plans shall not exceed the
 cost of the AWC Healthfirst 250 medical plan, Washington Dental Service Plan F,
 Washington Dental Service Orthodontia Plan III, and vision plans and premiums in effect
 as of January 1 of that year including any discounts earned by the City.
- 2. Any costs above the AWC plan premiums (medical, dental, vision) in effect in 2022, 2023 and 2024 shall be borne by the employee.
- 3. If at any time during this contract period either the AWC Regence Healthfirst 250 Plan or NWFFT \$1,500 Plan coverages see reduced coverages from their current levels, both parties agree to bargain the impacts on the savings available to pay for member VEBA contributions.
- 4. For 2022, 2023 and 2024, the cost to the City for NWFFT LEOFF 1 coverage shall not exceed the cost of the 2020 and/or 2021 AWC Med Advantage and Plan A premiums. If the NWFFT LEOFF 1 plans do exceed the cost of the AWC plans, both parties agree to bargain the impacts.
- D. <u>Dependent Medical</u>: 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 percent (15%) of the total premium.
- E. <u>Life Insurance</u>: The City agrees to pay for term life insurance of \$20,000 (twenty-thousand dollars) coverage for each employee and shall make available through payroll deduction the purchase of additional life insurance coverage for employee, spouse and dependents of the City employee. The above benefits and levels of coverage shall be applicable to all regular full-time employees in the bargaining unit. New employees shall be allowed one (1) week in which to determine coverage options. Regular part-time employees who work at least twenty (20) hours per week shall be entitled to the above coverage at a pro-rated premium based on the FTE percentage.
- F. <u>Long Term Disability</u>: The City shall pay for a long term disability insurance plan providing a minimum fifty percent (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. <u>Retirement</u>: 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. <u>VEBA (for NWFFT Members)</u>:

- 1. The City will contribute \$2,000 per year for a member and \$4,000 per year for a member with dependents to the VEBA plan administered by BPAS.
- 2. The VEBA contributions will be distributed to all active members no later than 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 NWFFT for the following year:
 - a. Both the Union and the City agree in the event cost increases for AWC are above that of the NWFFT, 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 NWFFT.
- J. Medical Opt-Out Incentive: Employees who opt-out of the City's and/or NWFFT 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 NWFFT plans shall be provided by the NWFFT Plan Administrator. An employee of a married couple or dependents employed with the City that are covered by the City insurance may not receive the \$250 opt-out provision for refusing the City's insurance.

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 informally through direct communication. Only when issues cannot be resolved informally shall the more formal grievance procedure be used. The City also agrees to allow reasonable time during work hours for one (1) union representative to investigate and process grievances, attend formal contract negotiation meetings and labor management meetings.
- 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:
 - <u>STEP 1.</u> 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 the following:
 - 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 their designee. The City Manager or their 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 their 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 their designee. A representative of the Union and the City Manager or their 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, Federal Mediation and Conciliation Service or the American Arbitration Association to provide a list of seven (7) arbitrators. After agreeing on which arbitration service to use, the party shall alternately strike names from the list, a coin flip determining which party strikes the first name. The last remaining name shall be requested to hear the grievance.
 - 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 their judgment on a matter or condition for the City where the City has not negotiated and limited its authority on the matter or condition. The arbitrator shall render their 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.
 - 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. 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 grievance 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 City holidays occurring during the normal business week. 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 City policies and 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 12 HOURS OF WORK AND OVERTIME

- A. <u>Hours of Work:</u> Work schedules are established by the City to accommodate business and operational needs of a respective functional work area. The regular work cycle shall consist of seven (7) days, and the work week shall consist of five (5) consecutive days of eight (8) consecutive hours, Monday through Friday, excluding the meal period, followed by two (2) days off. The regular work cycle will run from 12:00 a.m. Monday to 11:59:59 p.m. the following Sunday.
- B. <u>Alternate Work Schedules</u>: Use of alternate work schedules (e.g. 4-10s, 9-80s, or alternate starting and ending days, etc.) may be permitted at the discretion of the City and may be denied, revised or discontinued with a minimum of two (2) weeks' notice to the affected employees and the Union based on the operational needs of the City. Changes to these schedules will be handled in the manner described in section C Work Schedules of this Article.
- C. <u>Work Schedules:</u> Regular work schedules shall be posted in all work locations. Temporary changes to established work schedules may be made by mutual consent between the employee and supervisor to address operational needs, seasonal workload needs, personal or family needs of the employee, or accommodations for light duty assignments. If the changes are not by mutual consent, temporary changes of up to two (2) months may be made with a minimum of two (2) weeks prior written notice to the Union and the affected employee(s), except when the City Manager determines emergency action is required, in which case, notice shall be given as soon as reasonably possible under the circumstances.
 - The City reserves the sole right to determine operational needs. When the City believes a permanent schedule change is necessary to meet operational needs, it will notify the Union in writing. The City and Union will bargain in good faith any changes in hours of work necessary to meet the defined operational needs, using the process described in the attached addendum. Schedule changes proposed by the Union that do not adversely affect the operations of the City will be discussed and may be implemented with mutual agreement.
 - 2. Employees shall be allowed at least ten (10) hours off between shifts. If they are required to return to work sooner or receive less than two (2) weeks' notice of a

- schedule change, (except in the case of an emergency, e.g. unavailable staff resources due to illness or injury) they shall be paid at the overtime rate for the ensuing shift. When possible, notice will be given the prior afternoon to employees who are requested to report to work other than their usual work site. This section excludes employees assigned to standby duty.
- 3. If any employee works overtime in the field any time between 11 p.m. and 5 a.m., the on-call employee will receive nine (9) hours off for rest and recuperation before reporting back to work. This shall occur immediately following the completion of the last call out. In addition, an employee will not work more than 16 hours in a 24-hour period without nine (9) hours off between shifts. This rest and recuperation period may be increased at the supervisor's discretion. If an employee does not adhere to the nine (9) hours off for rest and recuperation or works more than 16 hours in a 24-hour period, the employee will be placed on administrative leave and paid at the normal straight time rate for the period when the time-off break overlaps with the employee's regularly scheduled shift. An employee that has worked 16-hours in a 24-hour period may not be on-call during the nine (9) hours rest and recuperation period. The supervisor will assign the on-call duty to another eligible person. This policy would typically be triggered during a major event when supervisors are actively managing the workforce and are able to reassign call duty.
- 4. If the regular work schedule chose by the division involves the use of a scheduled "flex day", these "flex days" will be chosen annually based upon seniority.
- D. <u>Rest and Meal Breaks:</u> Each employee shall be authorized one (1) fifteen (15) minute paid break, scheduled as near as possible to the middle of each half shift, and a thirty (30) minute unpaid meal break as near as possible to the middle of the shift. Employees may be required to remain on the job site during paid breaks.
- E. <u>Overtime</u>: Overtime shall be paid for full-time schedules for any time worked in excess of the normally scheduled full-time workday and shall be compensated at the rate of time and one-half.
 - Scheduled overtime shall be offered equitably among qualified employees (does not include temporary or seasonal employees) desiring to work it. The City reserves the right to assign overtime if no one offers to work.

- Overtime may be paid or accrued as compensatory time as agreed in advance by the employee and supervisor. Employees shall not accrue in excess of 80 (eighty) hours compensatory time, which can be cashed out at any time. However, all compensatory time accrued through January 31st will be cashed out annually in February 20th paycheck.
- F. <u>Emergency Shifts:</u> Employees who are working other than their regular shifts to perform emergency operations shall normally work no more than twelve (12) consecutive hours, which shall include a paid thirty (30) minute mid-shift break and three (3) fifteen (15) minute breaks. Schedule change requirements authorized above are waived for emergency operations.
- G. <u>Standby and Call Out:</u> Employees placed on standby are required to remain within a geographic range of allowing a maximum of one (1) hour arrival time to the assigned work location, barring any special circumstances. Telephones will be provided to those employees. Standby pay shall be paid at a percentage of Step 5 Master Mechanic regular, straight-time hourly rate for each hour of standby.
 - Regular standby 7.5%
 - Holiday (New Year's Day, July 4th, Thanksgiving, and Christmas Day)- 15%
 - 1. A call out is defined as any call received by an employee who is off duty but requires the employee to engage in work. Employees who are called out shall be paid at the overtime rate for a minimum for two (2) hours, provided that if the call out occurs between 11:00 p.m. and 5 a.m. the two (2) hour minimum will be paid at two (2) times the regular rate of pay for the duration of the call out. There will be no additional compensation for calls taken by an employee who is already in active call out status unless the time spending in call out exceeds two (2) hours. An employee is considered to be "in active call out status" from the time the employee receives the call out until the employee has completed the task(s) required and has left the job site, provided that if the employee receives an additional call before the end of the two hour period, it will be considered an extension of the initial call. When an employee is called back to work within one (1) hour of the beginning of their regularly scheduled workday, the employee shall be compensated at one (1) hour of overtime.

- 2. When the call can be resolved over the telephone, the employee will receive overtime pay at fifteen (15) minute increments. If the resolution is by telephone between 11 p.m. and 5 a.m., the compensation will increase to thirty (30) minute increments at two (2) times the regular rate of pay.
- 3. Whenever two (2) or more overtime or premium rates are applicable to the same hour or hours, there shall be no pyramiding or adding together of such overtime or premium pay rates, and only the higher of the applicable rates shall apply.
- 4. When an employee takes sick leave due to the employee's illness or an illness within the immediate family, the employee will not be eligible for standby or callback until after they have returned to work for a full shift. The supervisor will assign the standby to another eligible employee as necessary.
- 5. The shop supervisor, or designee will be in charge of finding standby coverage when an employee who is scheduled to be on "standby time" has an emergency situation for either themselves or an immediate family member.
- H. <u>City Vehicles:</u> The mechanic assigned to standby (on call) is assigned a take home vehicle for the purpose of responding to emergency operations. Mechanics 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 and for any reason.
- I. <u>Training Time:</u> Training work time as defined by the Fair Labor Standards Act (FLSA), which is in excess of the normal daily shift may be compensated in time off on an hour for hour basis as long as the total work time does not exceed forty (40) hours per week. Work in excess of forty (40) hours per week shall be compensated per the overtime provision of this agreement.

ARTICLE 13 SALARIES

As of January 1, 2022, the salary schedules for members covered by this agreement are as follows:

Master Mechanic – Fire Department						
	1	2	3	4	5	
Hourly						
Semi						
Monthly						
Annual						

Operations Supervisor – Fire Fleet					
Hourly					
Semi					
Monthly					
Annual					

- A. Effective January 1, 2022, 2023 and 2024 members will receive a wage increase based on 90% of the preceding years Seattle CPI-U. with a minimum of 1% and a maximum 4%.
- B. <u>Working Out of Classification</u>: Whenever an employee is required to perform all, or substantially all, of the duties of another higher paid represented classification and when assigned by a Supervisor for a period in excess of two full shifts, the employee shall receive a five percent (5%) increase or shall be paid at the initial step of the higher paid position, whichever is greater, for the entire period.
- C. <u>Longevity:</u> Additional monthly pay shall be awarded for longevity to members of the department on the following scale:

5 – 9 Years	10 – 14 Years	15 – 19 Years	20 – 24 Years	25+ Years
1.50%	3.00%	4.00%	5.00%	6.00%

D. CERTIFICATIONS

-OFD Mechanics are encouraged to maintain certifications for two different tracks, Fire Apparatus Technician and Ambulance Technician. These tracks require testing for both Automotive Service Excellence (ASE) and Emergency Vehicle Technician (EVT) to obtain each of the 3 levels leading up to Mastery. The pro-pay shall be applied to base salaries at the following schedule starting on January 1, 2019:

Fire Apparatus Technician

Ambulance Technician

Level 1 -Level 3	.5%		

⁻At the completion of all certifications above, the member becomes a Master Mechanic and an additional 1 %will be applied to base salary, to a max compensation of 4%.

MINIMUM REQUIREMENTS TO MAINTAIN

A twice annual audit will be performed by the Chief Fire Mechanic or his / her designee to maintain certification due to expiration.

Due to the difficulty of test scheduling, pro-pay will not be removed for:

ASE Certifications - Until 6 months past date of expiration or EVT Certifications - Until 12 months past date of expiration.

ARTICLE 14

SICK LEAVE

Sick Leave for the Mechanics will be in accordance with <u>City Policy 13-Leave</u>, <u>Subsection 4.3 Sick Leave</u>. It is understood that if the City proposes changes to this Policy, that these changes will be negotiated as they pertain to the fire mechanics.

ARTICLE 15 VACATIONS

Vacation for the Mechanics will be in accordance with <u>City Policy 13-Leave, Subsection 4.2 Vacation</u>. It is understood that if the City proposes changes to this policy, that these changes will be negotiated as they pertain to the Mechanics.

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

Juneteenth

- B. The City agrees to follow the <u>City Policy 10 Holidays</u> regarding holidays. It is understood that if the City proposes changes to this policy, that these changes will be negotiated as they pertain to the Mechanics.
- C. When a holiday falls on a scheduled day off, an alternate day off shall be scheduled within two (2) weeks. Up to twenty-four (24) hours for 8 hour shifts, 27 hours for 9 hour shifts, and 30 hours for 10 hour shifts, of holiday time may be accrued provided it is used within ninety (90) days from the date earned.

ARTICLE 17 WELLNESS

- A. The Union agrees to follow the <u>City Policy 8</u> regarding wellness. It is understood that if the City proposes changes to this policy, that these changes will be negotiated as they pertain to the Mechanics.
- B. The Union agrees that all members will comply with *City Policy 5 Drug and Alcohol*.

ARTICLE 18 SEVERABILITY CLAUSE

- A. If any Article, or part thereof, of this Agreement or any addenda thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations to arrive at a mutually satisfactory replacement of such Article or addenda.
- B. It is agreed between the parties that nothing in this Agreement intends to abrogate existing monetary benefits not specifically referred to in this Agreement.

ARTICLE 19. ENTIRE AGREEMENT

- A. The parties acknowledge that each has had the right to make demands upon the other to negotiate, fully and in an unlimited manner, the terms and conditions of this Agreement.
- B. Pursuant to the unlimited right to make demands upon the other, the parties waive during the life of this Agreement the right, if any there be, to negotiate during the term of this Agreement.
- C. The parties recognize that this Agreement embodies the full and entire agreement as between the parties and no previously existing practices shall be binding on either side unless specifically set forth herein.

ARTICLE 20. TERM OF AGREEMENT

Steven J. Burney, City Manager

A. This Agreement shall become effective January 1, 2022 or the date signed by the last party signing the Agreement (whichever date is later) and shall remain in effect until December 31, 2024.
 B. Should either party wish to inaugurate collective bargaining discussion over changes they may wish to introduce into this Agreement. it is agreed that notice of the intent to bargain shall be

wish to introduce into this Agreement, it is agreed that notice of the intent to bargain shall be mailed to the authorized parties signatory to the Agreement by August 31 of the final year of the contract.

IN WITNESS WHEREOF, THE PARTIES HAVE I	EXECUTED THIS	AGREEMENT THIS	_ DAY OF	_ 2022.	
FOR THE CITY OF OLYMPIA	FOR LOCAL #468, INTERNATIONAL				
		ASSOCIATION OF FIR	RE FIGHTERS/ME	CHANICS,	
		AFL-CIO			

Steven Busz, President