

AGREEMENT BETWEEN

THE CITY OF OLYMPIA, WASHINGTON

AND

ASSISTANT FIRE CHIEFS

REPRESENTED BY

LOCAL #468, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

AFL-CIO

January 1 2020 - December 31, 2022

## TABLE OF CONTENTS

	PAGE
PREAMBLE .....	1
ARTICLE 1: <a href="#">RECOGNITION</a> .....	1
ARTICLE 2: <a href="#">UNION BUSINESS</a> .....	1
ARTICLE 3: <a href="#">UNION SECURITY</a> .....	2
ARTICLE 4: <a href="#">MANAGEMENT RIGHTS</a> .....	3
ARTICLE 5: <a href="#">SENIORITY AND REDUCTIONS IN FORCE</a> .....	3
ARTICLE 6: <a href="#">DISCIPLINARY FILE RECORDS</a> .....	4
ARTICLE 7: <a href="#">UNIFORMS AND CLOTHING</a> .....	4
ARTICLE 8: <a href="#">HEALTH AND SANITATION</a> .....	4
ARTICLE 9: <a href="#">BENEFITS AND RETIREMENT</a> .....	5
ARTICLE 10: <a href="#">GRIEVANCE PROCEDURE</a> .....	8
ARTICLE 11: <a href="#">RULES AND REGULATIONS</a> .....	10
ARTICLE 12: <a href="#">HOURS OF WORK AND OVERTIME EXEMPTION</a> .....	10
ARTICLE 13: <a href="#">SALARIES</a> .....	11
ARTICLE 14: <a href="#">FIRST ALARMS</a> .....	12
ARTICLE 15: <a href="#">SICK LEAVE</a> .....	12
ARTICLE 16: <a href="#">VACATIONS</a> .....	12
ARTICLE 17: <a href="#">PAID HOLIDAYS</a> .....	13
ARTICLE 18: <a href="#">WELLNESS</a> .....	13
ARTICLE 19: <a href="#">SEVERABILITY CLAUSE</a> .....	14
ARTICLE 20: <a href="#">ENTIRE AGREEMENT</a> .....	14
ARTICLE 21: <a href="#">TERM</a> .....	14

## 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 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. 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

- A. 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.
- B. Management rights shall include, by way of illustration, the right to:
  - 1. Establish and modify reasonable rules and regulations for the operation of the Fire Department and the conduct of its employees.
  - 2. Determine and change Fire Department budget, methods of operation, facilities and equipment.
  - 3. Recruit, hire, layoff, promote, assign, appoint, discipline, discharge, or suspend employees in accordance with City of Olympia Civil Service Rules and Regulations.
  - 4. Determine and change schedules of work, hours of work, number of personnel and the methods and processes by which work is to be performed.
  - 5. Determine mental, physical and performance standards.
  - 6. Assign work and determine the duties to be performed by Assistant Chiefs.
  - 7. 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.
  - 8. 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.
- C. 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 their 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 – 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 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 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 8- 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 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. Employee and Dependent Dental/Orthodontia: The City will pay the NWFFT the entire dental premium costs for the member and dependents (if any) for the NWFFT Delta Dental of Washington Incentive Plan 7 and Orthodontia \$1,000 Plan.
- B. Employee Medical
1. The City agrees to pay to the NWFFT enough to cover the cost of the 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 Employee Benefit Trust \$200 AD Plan
  3. The Union agrees to provide coverage for LEOFF 1 retirees through the NWFFT Labor First and Plan \$50 Retirees plans. The City agrees to pay the NWFFT an amount that covers the premiums for the NWFFT 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 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.
  6. 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
  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 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

1. The cost to the City for the NWFFT Plans shall not exceed the cost of the AWC Regence 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 the current year including any discounts earned by the City.
  2. After annual rates have been published by AWC and NWFFT for the following year:
  3. Both the Union and the City agree the participating members in NWFFT will assume cost increases in the event NWFFT rates are above that of AWC (including Premiums, Dental, Orthodontia, Vision, and LEOFF1 coverages);
  4. Cost Increases will be borne by the employees with dependents, not to exceed the savings realized by the City. Cost recovery will be equally distributed by each dependent covered in the plan and will be deducted from the employees bi-monthly paycheck. 4. 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.
  5. The cost to the City for NWFFT LEOFF 1 coverage shall not exceed the cost of the current year 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. Dependent Medical: Any premium increases for dependent medical insurance coverage for each participating member, as provided by the City, shall be shared by the City and the member, with fifty percent (50%) of any such increase paid by the City and fifty percent (50%) of any such increase paid by the member through payroll deduction, provided, however, that the amount paid by the member shall not exceed fifteen percent (15%) of the total dependent medical insurance premium. Thereafter, the City and the member shall continue to equally share any increases in premium costs until such time that the City shall pay eighty-five percent (85%) and the member shall pay fifteen (15%) of the total premium.
- E. Life Insurance: The City agrees to provide and pay the premium for \$20,000.00 (twenty thousand dollars) life insurance coverage for each participating member.
- F. Disability Insurance: 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.
- G. Retirement: The City shall cover members of the bargaining unit 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: The City shall contribute \$100.00 per month to the Washington State Council of Firefighter's Medical Expense Reimbursement Plan of each member of the bargaining unit.
  
- J. VEBA
  - 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.
  - 3. 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.
  - 4. After annual rates have been published by AWC and NWFFT for the following year: 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); 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.
  
- K. Deferred Compensation: It is mandatory that all bargaining unit members defer 6% of their salary in the deferred compensation program.
  
- L. 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. Effective January 1, 2017, 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. Paid Family and Medical Leave: Each member will pay .253% of their wages towards the Paid Family and Medical Leave benefit. The City agrees to pay .147% of employees' wages towards the total .4% contribution required by the Employment Security Department.

## ARTICLE 10- 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 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.

STEP 3. If the solution proposed for the grievance by the City Manager or 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:

1. 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 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.

2. 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 that of 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.
  3. 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.
  4. 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.
  5. 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.
  6. 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 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 EXEMPTION

- A. Assistant Fire 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.
- B. In the event that an Assistant Fire Chief has compensatory time on the books from before they were an Assistant Fire Chief, in order for that compensatory time to be credited towards the Assistant Fire 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 13- SALARIES

- A. 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 Assistant. Fire Chief salary schedule for 2019 is as follows:

STEP	MONTHLY SALARY EFFECTIVE 1/1/2019	% OF TOP STEP FF
1	\$9971.36	124.80%
2	\$10,468.35	131.02%
3	\$10991.67	137.57%
4	\$11542.98	144.47%
5	\$12126.24	151.77%

- B. On January 1, 2020 covered employees will receive a salary increase of .95.
- C. Effective January 1, 2021 and January 1, 2022: Employees will receive a salary increase of 90% of Seattle- CPI-U (based on July 1 – June 30 CPI-U figures from the prior year) with a minimum increase of 1% and a maximum increase of 4% and a .5% increase in pay over and above the CPI increase
- D. Longevity: 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
1.5%	3.0%	4.0%	5.0%	6.0%

- E. Education Incentive: 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 / Master’s Degree: 4%
  - c. All Associates, Bachelors, 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.
- F. Deferred Compensation: Members will receive deferred compensation in the amount of three percent (3.0%) as part of their basic salary for services rendered.
- G. 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.

- H. Working Out of Classification: An Assistant Fire Chief will be compensated at the discretion of the City Manager or designee when they are appointed on an acting basis as Fire Chief that will exceed a four (4) week period. Compensation will be a minimum of 5% and will not exceed the salary of the Fire Chief.

#### ARTICLE 14- FIRST ALARMS

An Assistant Fire 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 15- SICK LEAVE

- A. Sick Leave for Assistant Fire 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 Fire Chiefs.
- B. 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.

#### ARTICLE 16- VACATIONS

- A. Vacation for Assistant Fire 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 Fire Chiefs.
1. Except as noted below, no more than three hundred and thirty-six (336) hours 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. Pursuant to the [City of Olympia Policy 17, Personnel Actions, Section 4.14 Separation Pay](#), probationary employees are not eligible for vacation leave cash out upon separating from the City.

## 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
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 Fire 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 18- WELLNESS

- A. The City and membership agree to accept the IAFF Wellness Initiative Program. Aspects of the Wellness Program include:
1. 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.
  2. 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.
  3. The City will pay for the one-time cost of the IAFF Quitting Your Way Program/Tobacco Cessation.
  4. The Union agrees that all members will comply with the amended provisions of the [City's Policy 5 Drug and Alcohol](#).
  5. The Union and City agree to jointly implement a mandatory annual audiogram for members per [WAC 296-817-40015](#).
  6. A monthly deduction of two dollars and sixty-eight cents (\$2.68) will be made from each employee's second (2<sup>nd</sup>) bi-weekly paycheck. The Employer will contribute three thousand (\$3,000) dollars annually to the equipment repair fund. These funds will be held by the City for use as allowed under the guidelines set forth by the Union.

ARTICLE 19- 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 20 – 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 21- 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, 2022.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT THIS 3<sup>rd</sup> DAY OF 2020.

FOR THE CITY OF OLYMPIA

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

\_\_\_\_\_  
Jay Burney, Interim City Manager

\_\_\_\_\_  
Steven Busz, President