AGREEMENT
by and between

THE CITY OF ARLINGTON

and

ARLINGTON FIREFIGHTERS ORGANIZATION
LOCAL NO. 3728
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

January 1, 2019 through December 31, 2021

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ARTICLE 1 PREAMBLE

1.1 This Agreement is entered into effective January 1, 2019, between the City of Arlington and Local No. 3728, International Association of Firefighters. The parties recognize that the Mayor is the Chief Executive Officer and the Fire Chief, or designee, is the official of the day-to-day operations of the Fire Department. Accordingly, the term "Employer" and "City" shall be used herein and shall apply interchangeably to those officials or their authorized designees. Local No. 3728, IAFF, shall herein be referred to as the "Union" or "Bargaining Unit Members."

1.2 The Employer and the Union recognize the need to provide efficient service to the public and to enhance the quality of service. Further, both parties agree to the need for establishing and maintaining a sound labor-management relationship and mutually agree to continue working toward this goal. Each party has been afforded the opportunity to put forth all its proposals and to bargain in good faith and both parties agree that this Agreement expresses the results of their negotiations. Therefore, to ensure the stability of this Agreement, no new provisions shall be proposed during the term of the Agreement, unless provided for elsewhere in this Agreement or such specific proposal is entertained by mutual agreement of the parties in writing.

ARTICLE 2 RECOGNITION AND UNION MEMBERSHIP

2.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for all regular full-time uniformed Fire And Emergency Medical Service employees of the City of Arlington Fire Department, excluding the Chief, deputy and division chiefs, confidential employees, part-time employees, per diem personnel and non-uniformed employees, consistent with Public Employment Relations Commission Decision 5814, Case 12858-E-96-2152, dated January 30, 1997.

2.2 **Payroll Deduction** - The Employer shall deduct from the pay of employees covered by this Agreement, upon their voluntary written authorization, the dues and fees of the Union, and shall remit to said Union all such deductions monthly. The Union shall indemnify, defend, and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of any deduction of dues and fees for the Union. Changes in the amount of said deduction shall be made twice annually, January 1 and July 1. Exceptions shall be for new employees, as needed. The Union shall refund to the Employer any amounts paid to it in error upon presentation of proper evidence thereof.

ARTICLE 3 DURATION

This Agreement shall become effective January 1, 2019, and shall remain in full force through December 31, 2021.

ARTICLE 4 MANAGEMENT RIGHTS

4.1 All the functions, rights, powers, and authority that are not specifically abridged, delegated, or modified by this Agreement are recognized by the Union as being retained by the Employer. These rights include, but are not limited to the following:

4.1.1 To maintain efficiency and to make, alter, and enforce reasonable rules and regulations to be observed by employees, provided such rules and regulations are not contrary to the terms and conditions set forth in this Agreement.

4.1.2 To direct, hire, promote, demote, transfer, and for just cause suspend, discipline or dismiss employees.

4.1.3 To evaluate jobs, classify positions, establish qualifying requirements of employees and specify employee duties.

4.1.4 To manage and operate the service in all respects and without restricting the generality of the foregoing, to determine the number and location of establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of instruments and equipment to be used; to select, control, and direct the use of all materials required in the operation of services to be provided and performed; to schedule work; to make, alter, and enforce regulations governing the use of materials, equipment, and services as may be deemed necessary by the Employer, provided that such regulations are not contrary to the terms and conditions set forth in this Agreement.

4.2 Any conflict between the provisions of this Agreement and the City of Arlington Civil Service Rules and Regulations shall be resolved as follows:

(a) to the extent the Agreement does not address a matter (i.e., discipline, seniority, layoffs, etc.), and Civil Service does, then Civil Service shall prevail; and

(b) to the extent the Agreement addresses a matter (i.e., discipline, seniority, layoffs, etc.) and Civil Service also does so, the Agreement shall prevail.

4.3 The Employer and the Union agree that the statement of management rights contained in this Article 4, shall be for illustrative purposes only and is not to be construed or interpreted so as to exclude those prerogatives not mentioned which are inherent to management including those prerogatives not granted by law. It is the intention of the Employer and the Union that the rights, powers, authority and functions of management shall remain exclusively vested in the Employer, except insofar as expressly and specifically surrendered or limited by the express provisions of the Agreement. The exercise of these rights shall not be subject to the grievance procedure of this Amendment.

ARTICLE 5 NON-DISCRIMINATION

5.1 No employee shall be discriminated against for upholding Union principles or serving on a Union Committee. The Employer and the Union shall not unlawfully discriminate against any individual with respect to his/her hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, veteran status, marital status, sexual orientation, gender identity, or the presence of any physical, mental or sensory handicap, or age, unless such is a bona fide occupational qualification; nor shall they limit, segregate, or classify employees in any way to deprive any individual employee of his/her employment opportunities, except as such may be a bona fide occupational qualification.

5.2 Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to any gender.

ARTICLE 6 NO STRIKES OR LOCKOUTS

6.1 The Employer and the Union recognize that the public interest requires the efficient and uninterrupted performance of all Employer's services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective.

6.2 During the term of this Agreement, the Union shall not cause or condone any work stoppage, strike, slowdown or other interference with Employer functions by employees under this Agreement, and should same occur, the Union shall take all steps to end such interference immediately. Employees who engage in any of the afore-referenced actions may be subject to disciplinary action up to and including discharge. The Employer shall not lock out any employee during the life of this Agreement.

6.3 Any claim by the Employer that the Union has violated this Article shall not be subject to the grievance procedure of this Agreement and the Employer shall have the right to submit such claims to the courts.

ARTICLE 7 SEPARABILITY AND SAVINGS

Should any provision(s) of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance or enforcement of any provision(s) should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement as it relates to persons or circumstances other than those to which it has been held invalid shall not be affected thereby. In the event that any provision of this Agreement is held invalid or enforcement of or compliance with has been restrained, as hereinafter set forth, the Employer and the Union shall enter into immediate collective bargaining negotiations upon the written request of either party for the purpose of arriving at a mutually satisfactory replacement for such provisions during the period of invalidity or restraint. Said negotiations shall be confined to the provision(s) held to be invalid unless mutually agreed to by the City and the Union.

ARTICLE 8 MERGERS, ACQUISITIONS, ALLIANCES OR CONSOLIDATIONS

In the event the City elects to combine, consolidate, acquire or relinquish any Fire or EMS services during the term of this Agreement, the City shall negotiate the effects of such action(s) with the Union pertaining to the wages, hours, and working conditions of the present members of the bargaining unit.

ARTICLE 9 UNION BUSINESS AND BULLETIN BOARD

9.1 One Union official, who is an employee in the bargaining unit, may be granted time off while conducting business vital to the employees of the bargaining unit provided:

(a) The Union or the employee notifies the Employer in writing a minimum of forty-eight (48) hours prior to the start of the requested time-off period.

(b) The Employer is able to properly staff the employee's job duties during the time-off period.

(c) The wage cost to the Employer is no greater than the cost that would have been incurred, had the Union official not taken the time off.

9.2 Union officials shall not transact Union business while working on shift, which in any way interferes with the operation or normal routine of the Fire Department.

9.3 The Union shall be allowed to hold its regular monthly meetings at a location of its choosing, including the Airport Conference room or a Fire Station. On-duty personnel may attend the meetings when within City limits and within a reasonable distance of station response areas and shall remain in service and be alarm ready.

9.4 The Employer shall provide suitable space for a Union furnished bulletin board at each station location in an area frequented by all employees within the bargaining unit. The Union shall limit its posting of notices and bulletins to such bulletin boards.

ARTICLE 10 PERFORMANCE EVALUATION

10.1 The purpose of evaluation is to help an employee be successful in performance and to understand the standards and goals of their position and their department. The evaluation will assess and focus on the employee's accomplishment of their job functions and the goals and standards of the position. Where the employee does not meet the above, a plan for correction, training or support should be developed with the employee.

10.2 Evaluation may occur in two forms:

10.2.1 All regular employees should be formally evaluated in writing by their immediate supervisor and/or chief officer or designee during the probationary and evaluation periods and at least annually (at date of hire or a common date) thereafter.

10.2.2 Additionally, evaluation of job performance may occur at any time and on an ongoing basis. Evaluation may occur in various ways and may include coaching, counseling or written assessment.

The evaluation process shall also include a review of the current job description.

10.3 Evaluation shall not, by itself, constitute disciplinary action. Disciplinary action must be specifically identified as such, in writing, consistent with Article 12.

10.4 Employees will be given a copy of their performance evaluation. Employees will be required to sign the evaluation, acknowledging its receipt. Employees may elect to provide a written response to the evaluation, which will be retained with the evaluation in the employee's personnel file.

ARTICLE 11 AVL TECHNOLOGY

The communications center serving the City is using Auto Vehicle Locator ("AVL") technology throughout its communication system, including areas served by the City, to improve safety and operational efficiency. The City will not use AVL technology for routine monitoring or surveillance of employees. The technology and/or data may be used to investigate incidents or accidents, or to evaluate/investigate performance or discipline issues raised by a complaint, observation or discovered during operational use of the AVL technology.

ARTICLE 12 DISCIPLINE

12.1 Employees may be disciplined or discharged in good faith and for just cause. Discipline should be applied at progressive levels to allow the employee proper notice of misconduct and an opportunity to improve performance. The level or degree of discipline imposed shall be appropriately based on the employee's severity of offense, the employee's prior record of discipline and other relevant factors.

12.1.1 An Employee's disciplinary record will not be held against them for purposes of promotions, transfers or progressive discipline, provided the employee has not had any additional discipline in the three (3) years after a verbal reprimand or written reprimand and/or in the five (5) years after a suspension or demotion leading up to the promotion, transfer or progressive discipline. This provision shall not apply to disciplinary matters involving discrimination of any kind, sexual harassment, harassment or assault or any matter involving a criminal conviction or significant financial liability or loss.

12.2 **Investigations.** Absent mutual agreement between the Union and the Employer, which will not be unreasonably withheld, investigations will be concluded within forty-five (45) calendar days of the Employer's knowledge of the incident cited as the basis for the investigation; provided that this timeline shall be sixty (60) calendar days in those circumstances when the Employer uses an outside investigator, when the investigation involves employees of other agencies, or when there are accusations of criminal misconduct.

12.2.1 Duty to Cooperate. Employees have an obligation to cooperate with any investigation conducted by the Employer.

12.2.2 Union Representation. Employees are entitled, at their request, to have Union representation during any investigatory interview conducted by the Employer that the employee reasonably believes may result in discipline of the employee. An employee may also have a Union representative at a pre-disciplinary hearing. During any such investigatory interview or pre- disciplinary hearing, a participating Union representative will be given the opportunity to ask questions, offer additional information and counsel the employee, but may not obstruct the Employer's investigation.

12.2.3 Administrative Leave. The Employer may, at its discretion, place employees on paid administrative leave during disciplinary investigations. Employees on paid administrative leave must remain reachable by phone and available to return within reasonable commute time to the City during on-duty hours, if required. Paid administrative leave is not discipline and is not subject the grievance procedure.

12.3 **Pre-Disciplinary Process.** If the Employer intends to impose discipline that involves a suspension, demotion or discharge, it shall first provide notice and an opportunity for the employee to respond as follows:

12.3.1 Notice of Intent to Discipline. The Employer shall inform the employee of the proposed discipline in writing within seven (7) calendar days after the conclusion of the investigation as outlined in Section 12.2. The written notice shall describe the event or conduct to permit the employee to understand the reason for the proposed discipline.

12.3.2 Pre-Disciplinary Hearing. The Employer will schedule a Pre-Disciplinary Hearing to permit the employee to respond to a notice of intent to discipline. The pre-disciplinary hearing shall be scheduled within fourteen (14) calendar days of the employee receiving the notice of intent to discipline as outlined in 12.3.1. At the beginning of any Pre-Disciplinary Hearing, the Employer will describe its proposed discipline and the reasons for issuing the proposed discipline.

12.4 **Disciplinary Decision.** No later than fourteen (14) calendar days after the conclusion of the Employer's investigation or the Pre-Disciplinary Hearing, whichever occurs later, the Employer shall inform the employee of its disciplinary decision in writing.

12.5 Disciplinary action or measure shall include only the following: (a) verbal reprimand, (b) written reprimand, (c) up to fourteen (14) calendar day suspension without pay (maximum five (5) shifts for twenty-four (24) hour shift employees), (d) demotion of pay class in accordance with Section 12.5.1 and 12.5.2 below, and (e) discharge. All types of disciplinary action shall be documented (including verbal reprimands).

12.5.1 Demotions of officers (Captains, Lieutenants) shall be based on the provisions of Section 12.1 of this Agreement, and be permanent, except that any officer

demoted shall be eligible for any future promotions.

12.5.2 Demotions of non-officers shall be temporary and last no longer than six (6) months, provided employee is meeting all performance standards as outlined in performance evaluations and established expectations, as evaluated by the Fire Chief or designee. Demotions will be for one class in pay.

ARTICLE 13 GRIEVANCE PROCEDURE

13.1 **Definition** - A grievance is any dispute between the Employer and an employee or the Union that may arise because of interpretation, application, or alleged violation of any specific terms or provisions of this Agreement. Whenever possible, grievances should be settled on an informal basis with an employee's immediate supervisor.

13.2 Grievances may be processed through either the Grievance Procedure or City of Arlington Civil Service Rules and Regulations. The choice of the administrative process shall preclude the utilization of the other.

13.3 **Step 1** - If the grievance cannot be settled informally, the grievant shall present his/her grievance to the Union President, who may appoint a committee to inquire into the facts and/or circumstances of the complaint. If the complaint is found to be valid, the President and/or grievance committee shall, within twenty-one (21) calendar days of the act giving rise to the complaint, or when the grievant should have reasonably known of the act giving rise to the complaint, submit the grievance in writing to the Fire Chief or designee. The written grievance shall include the following information:

(a) The Article(s) of the Agreement allegedly violated

(b) The facts of the matter

(c) The remedy sought

The Fire Chief or his/her designee shall issue a written response including his/her decision and reasons therefore within fifteen (15) calendar days of receipt of the complaint. If settlement is not reached, the grievant may submit an appeal of the grievance to the City Administrator or designee for further consideration. Such appeal, including all paperwork pertinent to the case, shall be submitted within fifteen (15) calendar days of the Fire Chief or designee's decision.

13.4 **Step 2** - The City Administrator or designee shall investigate the matter and issue a written response within fifteen (15) calendar days of his/her receipt of the grievance. If settlement is not reached, the grievant may submit the matter to the Mayor for further consideration. Such appeal, including all paperwork pertinent to the case, shall be submitted within fifteen (15) calendar days of the City Administrator or designee's decision.

13.5 **Step 3** - The Mayor or designee shall investigate the matter and issue a written response within fifteen (15) calendar days of receipt of the grievance.

13.6 If settlement is not reached in Step 3, the Union may submit the matter to mediation by providing notice to Employer of the desire for mediation in the notice of appeal provided for in Step 2 or may submit the matter directly to arbitration according to Section 13.7 below. Within twenty-one (21) calendar days of the Union's notification to Employer of the Union's desire to mediate, the two (2) parties shall agree upon a mediator drawn from a panel of neutral mediators trained in grievance mediation. Such mediator may be from PERC or other public or private mediation service. The mediator will attempt to assure that all necessary facts and considerations are disclosed, but will not have authority to compel resolution of the grievance. The parties will not be limited solely to the facts and arguments presented at the earlier steps of the grievance procedure. No transcript or record of the mediation conference will be made, nor will formal rules of evidence be followed.

13.7 **Arbitration** - The Union may notify the Employer within fifteen (15) calendar days of the Mayor or designee's decision, or, if mediation is used, the end of mediation, in writing of the decision to submit the matter to arbitration and the parties shall submit a joint request to the FMCS or other mutually agreed to arbitration organization for a list of seven (7) arbitrators from which the parties shall select a neutral using the traditional striking method. The initial strike shall be determined by coin toss between the two parties. Nothing herein shall prevent the parties from mutually agreeing to another method of arbitrator selection.

13.7.1 The arbitrator thus chosen shall hear both sides of the issue in closed hearing and shall issue a decision which shall be final and binding to both parties within thirty (30) calendar days.

13.7.2 The arbitrator shall be limited to determining whether there has been a violation, misinterpretation, or improper application of the terms and conditions of this Agreement and the appropriate remedy.

13.7.3 Expenses and compensation for arbiter services and the proceedings shall be shared equally by both parties; provided, however, that each party shall be completely responsible for all costs of preparing and presenting its own case, including attorneys' fees. If either party desires a record of the proceedings, it shall solely bear the costs of obtaining such records.

13.8 It is the intent of the parties that all time limits shall be complied with; provided, however, time limits may be extended by mutual written consent of both parties.

13.9 If no response is received from the Employer by the end of the time limit for its consideration of the grievance, the grievant, or where applicable under Sections 13.6 and 13.7 above, the Union, may advance the grievance to the next step.

13.10 If the grievant does not meet the time limits prescribed for its action, the grievance shall be considered withdrawn.

ARTICLE 14 HOURS OF WORK

14.1 The City and the Union recognize that as the Fire Department grows, the need for a variety of shifts and staffing patterns will need to change to best serve the public within budget limitations.

14.2 Unless otherwise agreed to by the parties, personnel assigned to non-shift duty will work either an eight (8) hour work shift consisting of five (5) consecutive workdays, followed by two (2) consecutive days off or a ten (10) hour shift consisting of four (4) consecutive workdays followed by three (3) days off. The standard schedule for each eight (8) hour shift shall begin on Monday mornings at a time specified by the Fire Chief or designee and last eight (8) consecutive hours unless otherwise mutually agreed upon by the parties. Each ten (10) hour shift shall normally begin at 0700 and end at 1700 hours unless otherwise mutually agreed upon by the Union and the City consistent with the provisions of the Fair Labor Standards Act.

14.3 D Shift is working 0600 to 1800 on Sunday, Monday, Tuesday and every other Saturday, or as otherwise mutually agreed by the parties. E Shift is working 0600 to 1800 Wednesday, Thursday, Friday and every other Saturday or as otherwise mutually agreed by the parties. This schedule shall remain in effect unless another schedule can be mutually agreed upon by both parties. Any such new schedule must be consistent with the requirements of the Fair Labor Standards Act.

14.4 The standard twenty-four (24) hour shift shall consist of the following twenty-four (24) day cycle:

48 HOURS	ON DUTY
96 HOURS	OFF DUTY
48 HOURS	ON DUTY
96 HOURS	OFF DUTY
48 HOURS	ON DUTY
96 HOURS	OFF DUTY
48 HOURS	ON DUTY
96 HOURS	OFF DUTY

Thus completing the twenty-four (24) day cycle. This shift shall begin at 0700 hours.

14.5 Each twenty-four (24) hour employee on the twenty-four (24) day cycle shall be entitled to a total of fifteen (15) "Kelly" shifts. Employees shall be allowed to choose their "Kelly" shifts following the process and requirements contained in Article 22.

14.6 Other shift arrangements and schedules may be established by the Fire Chief or designee, with input from the Union.

14.7 Changes in an individual work schedule shall begin at the start of the next Kelly cycle following notification to the affected employee and the Union. Schedules may be changed on shorter notice in the event of emergency conditions or if the affected employee agrees to the schedule change on a shorter timeline. Such schedule changes will be made for demonstrated need and offered to members that qualify for the position by seniority.

14.8 Management has the right to establish shift arrangements. The scheduling of days to work and days off shall go with the job and not the employee.

14.9 The Employer recognizes the need to maintain coverage on each twenty-four (24) hour work shift as necessary in order to accommodate the vacation schedule and other operational requirements as determined by the Fire Chief or designee. In the event the City would like to utilize the floating shift in the future, the City and the Union agree to negotiate the impact of any such move prior to its implementation.

14.10 Shift Schedule Opener for 2021. Between January and April 15th of 2020, the City or Union may request, in writing, to open this Article for the purposes of bargaining the schedule for 2021. Any potential new schedule will not impact any other Article of this collective bargaining agreement, unless specifically stated in any agreement reached by the parties, except that any shift bidding that would otherwise occur in the fall of 2020 for the 2021 bid year shall be delayed until such time as a new schedule has been determined.

14.10.1 If the City or Union elects to open the schedule for 2021, the parties shall schedule bargaining and meet at least three (3) times prior to the end of June 2020.

14.10.2 If the parties are unable to reach agreement on a schedule after the three (3) meetings referenced in 14.10.1, the parties shall mutually request mediation of the 2021 schedule no later than June 28, 2020.

14.10.3 Should the parties not reach an agreement on a schedule for 2021 during mediation, or if mediation has not occurred, no later than August 30, 2020, they shall request that the issue be certified for interest arbitration no later than August 30, 2020 with the sole issue before the interest arbitrator (and any partisan arbitrators) being the schedule for 2021. Such schedule shall commence upon the beginning of the first Kelly shift cycle in 2021, unless the interest arbitrator's decision is issued in 2021, in which case the implementation of any new schedule shall commence at the beginning of the next Kelly Cycle, or as might otherwise be mutually agreed by the parties.

ARTICLE 15 HEALTH AND WELFARE INSURANCE BENEFITS

15.1 **General** - Eligibility and continued employee and dependent participation in any group insurance or other financially based benefit plan provided by the Employer shall be in accordance with the applicable Group Insurance Plan Document or Master Plan Agreement.

15.2 **Medical and Dental Benefit** - The Employer agrees to pay the premium cost for all employees and their dependents for the medical, dental and life insurance coverage mutually agreed upon by the Union and the Employer less 1% of top step firefighter, which will be paid by the Employee.

15.2.1 The Union and the Employer agree that the medical insurance will be through LEOFF Health and Welfare Trust, Plan 6B.

15.2.2 Group Dental - The Employer shall pay one hundred percent (100%) of the premiums for eligible enrolled employees and their dependents for coverage under the AWC Group Dental Care Plan during the term of this agreement.

15.2.3 Group Life and Accidental Death and Dismemberment Insurance (AD&D) - The Employer shall pay one hundred percent (100%) of the premiums for eligible enrolled employees only for coverage under the AWC Group Life and AD&D Insurance Plan during the term of this Agreement.

15.3 Health Reimbursement Arrangement (HRA):

15.3.1 The Employer will establish a single account which holds all HRA funds. All costs associated with the account are Employer costs. Monthly, the Employer shall fund the HRA account with real dollars for each bargaining unit member as follows:

Employee with no spouse or dependent	$166.00
Employee with spouse and/or dependent	$333.00

All interest and/or income accrued by the account (from October 31 through October 31 of each year) shall be divided and deposited in equal amounts into the Employees' HRA's (Employees who had HRA's in the previous year).

15.3.2 The HRA may be used for all IRS allowable expenses.

15.3.3 Accumulated balances will rollover each year with no cap on accumulated account totals.

15.3.4 Individual account funds shall rollover accumulated amounts as indicated above and shall include a survivorship option in the event of the Employees death and have continued reimbursement rights until all funds are used.

15.3.5 Individuals separating from the Employer shall continue to have access to their HRA balance (until depleted) as provided above. Employees separating with a negative HRA balance shall have the amount deducted from their final pay.

15.4 **HRA Third Party Administrator** - The HRA Third Party Administrator (TPA) shall be determined through a cooperative effort of labor and management.

15.5 Benefits while on leave without pay or separation (within COBRA): The Employer will make available to the Employee on leave without pay or separated from the Employer the current medical and dental benefits at no cost to the Employer to the extent allowed under COBRA Law.

15.6 Benefit while on Disability Leave: The Employer will provide Employees on disability leave the benefit outlined in this Article.

15.7 **Disability Insurance** - The Union shall make available to each member of the bargaining unit, a short and long-term group disability insurance policy administered by the Washington State Council of Firefighters. The City shall contribute twenty-five dollars ($25) per month for each enrolled bargaining unit member during the term of this Agreement, in lieu of any City sponsored group disability insurance plan. The City shall require proof of individual employee coverage.

15.8 **WSCFF Medical Trust** - The City will contribute Seventy-Five and No/100 Dollars ($75.00) per month on behalf of each bargaining unit member toward their individual Washington State Council of Fire Fighters Post Retirement Medical Trust account. Each bargaining unit member shall contribute, through payroll deduction, Seventy-Five and No/100 Dollars ($75.00) per month toward that member's individual Washington State Council of Fire Fighters Post Retirement Medical Trust account.

ARTICLE 16 ACTING PAY

16.1 Any employee covered by this Agreement who accepts the responsibilities and duties of an Acting Officer will receive a 10% increase over his/her normal base rate for the duration of the assignment. This shall not apply unless the position needs to be filled for a time greater than eight (8) hours.

16.2 The following criteria shall be used for assignments to acting in the capacity as a Captain:

(a) Employees will be qualified as an Acting Officer if they are on the current promotional list for Captain.

(b) If there are not enough qualified Actors on the current promotional list, the Fire Chief may conduct an "Acting Captain skills exam" for the purpose of filling the Acting Captain needs. To be eligible to take the Acting Captain skills exam, the individual must meet minimum standards for Captains' exam.

(c) Where there are multiple firefighters on a shift who are qualified Actors, Acting Officer opportunities on the shift will be offered in order of placement on the Captain's promotional list, then by order of score among those who have passed the Acting Captain skills exam.

(d) In the event there are no certified Acting Officers on the shift, the vacancy may be filled at the discretion of the Fire Chief or designee.

16.3 An Acting Officer eligibility list shall be valid for a period of one (1) year with a possible six (6) month extension as set forth by the City's Civil Service guidelines and procedures.

16.4 Currently, the City contracts with outside agencies for 24-hour command and control, but wishes to have internal as well as external response capacity. To that end, if minimum staffing is otherwise met, and there are two (2) full time, regular officers, and one (1) acting officer on duty, then a regular, full time officer may request approval of the Fire Chief or their designee to perform the duties of Acting Battalion Chief for the day, with a 5% premium paid for such approved hours worked. Any such approval shall be on a shift by shift basis.

16.5 If minimum staffing is otherwise met, and there are four (4) full time paramedics on duty, one (1) paramedic may elect to work as the driver for the engine that day. Paramedics that are on probation/evaluation periods will not be eligible, and all requests shall be made at least five (5) days in advance through the Shift Captain or Acting Battalion Chief.

ARTICLE 17 INCENTIVE PAY

17.1 Employees holding an EMT-Intravenous Therapy Technician certification shall be entitled to an additional two percent (2%) of the individual's base rate per month compensation as a uniformed full-time Firefighter.

17.2 **Fire Mechanic Incentive** - An Employee assigned and performing the job responsibilities of a Fire Mechanic shall be entitled to an additional 3% of the individual's base rate of pay as a full-time uniformed Firefighter. This incentive will expire when the current fire mechanic retires or steps down from his position.

17.3 Notwithstanding any other provision of this Agreement, incentive pay discussed in Sections 17.1 through 17.3 of this Agreement and/or any future classifications or disciplines eligible for incentive pay shall be based on an individual's base rate of pay as a full-time uniformed firefighter. An individual can receive incentive pay for each individual classification and/or discipline as long as they retain active, certified status. In the event a paramedic is promoted to an officer rank, the impact shall be negotiated to determine the incentive pay that shall be given to said assignment.

17.4 **Educational Incentive**

17.4.1 Employees covered by this Agreement with an Associates of Arts or Science degree in Fire Science and/or Administration or an allied field subject to the approval of the Fire Chief or designee shall receive an additional two (2.0%) of the individual's base rate of pay.

17.4.2 Employees covered by this Agreement with an Bachelor of Arts or Science degree in Fire Science and/or Administration or an allied field subject to the approval of the Fire Chief or designee shall receive an additional four (4.0%) of the individual's base rate ofpay.

17.4.3 Employees covered by this Agreement with an Master of Arts or Science degree in Fire Science and/or Administration or an allied field subject to the approval of the Fire Chief or designee shall receive an additional six (6.0%) of the individual's base rate of pay.

ARTICLE 18 LONGEVITY PAY

18.1 Longevity pay shall be administered, using the following scale, and is to be added to the employee's base monthly salary after five (5) years of accumulated full-time continuous service with the City at the following rate:

After five (5) years	1%
After ten (10) years	2%
After fifteen (15) years	3%

18.2 Longevity shall be calculated from the employee's base monthly salary, not including any incentive pay for education or specialties.

18.3 Longevity pay adjustments shall become effective the first of the month, coincident with or next following the employee's anniversary date of employment.

ARTICLE 19 CALLBACK PAY/ OVERTIME

19.1 An employee who is called back to work after having completed his/her normal shift shall receive his/her standard overtime rate of pay, subject to one (1) hour minimum. Time shall be accumulated in fifteen (15) minute increments.

19.2 Department training or meetings required off-duty shall be compensated at their overtime rate of pay, subject to a one (1) hour minimum. Time shall be accumulated in fifteen (15) minute increments.

19.3 All accumulated overtime hours will be paid as overtime at the appropriate rate of pay.

ARTICLE 20 SHIFT VACANCIES

20.1 A shift vacancy is one that occurs as a result of such situations as death, resignation, removal, reassignment, transfer, promotion, permanent disability or a modification in staffing patterns.

20.2 Shift vacancies or other positions offered shall be filled by the Fire Chief or designee based on individual training, experience and demonstrated capability with consideration of seniority. In the event of a Paramedic shift vacancy requiring special qualifications above the duties of a Firefighter/EMT, the Employer's shift vacancy posting shall list such special required qualifications.

20.3 Posting of shift vacancies shall be in each Fire Station for a period of ten (10) calendar days. Any employee desiring to bid for the shift vacancy shall submit his/her request in writing to the Fire Chief or designee prior to the end of the posting period. The Fire Chief or their designee shall contact by phone call (and voicemail message if the employee cannot be reached) any employee who is not scheduled to work during the ten (10) calendar day posting period to inform the employee of the shift opening. In the event the posting of a shift vacancy creates a second or more additional shift openings, the subsequent shift vacancies will be filled by Fire Administration and Union E-Board working together and contacting all members in-person or via a phone call (and voicemail message if the employee cannot be reached) to confirm their interest in the additional openings.

20.4 A long term absence will be defined as any employee who is injured and is not expected to be able to return to work for more than sixty (60) days. As soon as the Employer is made aware of such long-term absence, or the possibility of, the Union and the City will work together to try and reduce overtime exposure.

20.4.1.1 In the event a regular, full time captain is injured, a qualified acting captain will be temporarily promoted to captain. The temporary promotion will be according to their placement on the promotional list. If this temporary promotion requires the employee to move shifts, the Union and the City will bargain the impacts of that movement. In the event this leaves a shift without a qualified acting captain, those shifts may be filled according to article 16.2 (d). When the regular, full-time captain returns to duty, the temporary captain will return to their original shift at their original rate of pay.

20.4.1.2 In the event a paramedic is injured leaving a shift with only two (2) paramedics, the least senior paramedic (not currently on evaluation by the County) from a shift with four (4) paramedics shall be moved, unless a more senior paramedic from a shift with four (4) paramedics elects to move. The Union and City will bargain the impacts of such movement.

20.4.2 Shift movement of personnel will occur at the beginning of the next Kelly cycle after the Union and City have bargained the impacts of any such movement.

20.4.3 If the injury causing the vacancy occurs prior to vacation bid schedules being posted, or lasts through vacation bidding, the shift with limited employees will be limited to two (2) employees off on any day until the employee returns to

duty.

20.4.4 Employees experiencing an injury exceeding sixty (60) days for whose absence shift movement is occurring in accord with Section 20.4 shall not be laid off due to their injury for up to six (6) months, except in those circumstances where their treatment provider has indicated that they will not be able to return to work. This time period may be extended depending on the length of time required to be released for duty, available staffing and other operational considerations.

ARTICLE 21 HOLIDAYS

21.1 The City and the Union agree to recognize 12 designated holidays each year.

Holiday	**Date Observed**
New Year's Day	January 1st
Martin Luther King Jr. Day	3rd Monday of January
President's Day	3rd Monday of February
Memorial Day	Last Monday of May
Independence Day	July 4th
Labor Day	1st Monday of September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday of November
Native American Heritage Day	4th Friday of November
Christmas Day	December 25th
2 floating holidays	Employee's choice, with approval of Chief or designee

21.2 New employees shall qualify for paid holidays observed following date of hire. New employees shall be eligible to observe the floating holidays, based on a minimum of four (4) months continuous service with the Department.

21.3 Twenty-four (24) hour shift and twelve (12) hour shift employees whose normal work schedule includes work on a City designated holiday (21.1 above), shall earn holiday compensation pay at the rate of ten (10) hours per completed month of continuous service in lieu of observing holidays. Payment for holidays shall be made once per year on the first regular payday in November. Payment shall be prorated for employees hired since the preceding January 1st.

21.4 The employee shall receive their straight-time rate of pay for holidays not worked.

21.5 When personnel are required to work on New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, Native American Heritage Day and Christmas Day as specified in Section 21.1 above, the responsibilities of that day will be restricted to emergency responses, apparatus checks, and immediate Fire Department needs.

ARTICLE 22 VACATION LEAVE

22.1 All full-time employees scheduled to work eight (8), ten (10), or twelve (12) hour work shifts shall earn vacation allowances and shall be eligible for paid vacation time as follows:

Completed Months of Continuous Employment	Monthly Accrual	Yearly Accrual
Up to 12 months	8 hours	96 hours
13 – 24 months	10 hours	120 hours
25 – 36 months	12 hours	144 hours
37 – 48 months	14 hours	168 hours
49 - 120 months	16 hours	192 hours
121 months and up	18 hours	216 hours

22.2 All full-time twenty-four (24) hour employees shall earn vacation allowances and shall be eligible for paid vacation time as follows:

Completed Months of Continuous Employment	Monthly Accrual	Yearly Accrual
Up to 12 months	8 hours	96 hours
13 – 60 months	12 hours	144 hours
61 - 120 months	16 hours	192 hours
121 months and up	20 hours	240 hours

22.3 New employees shall accrue vacation benefits from date of employment for use following six (6) calendar months of continuous employment.

22.4 A sign-up schedule will be provided annually to allow employees to sign up between November 1st and November 30th for vacation and Kelly Days in the coming year, coordinated by the Fire Chief or designee. Sign-ups will be subject to the following:

22.4.1 Sign-ups will be completed on a seniority basis, and all vacation/Kelly time will be scheduled in twenty-four (24) hour increments. Eligible employees will be allowed to sign up for a maximum of ninety-six (96) hours of vacation in each round of vacation selection. After all personnel have signed up for their initial vacation selection, the sign up process will repeat on a seniority basis for up to ninety-six (96) additional vacation hours. Following the second round of vacation selection, there will be four (4) rounds of Kelly time selection (ninety-six (96) hours in each of the first three rounds; seventy-two (72) hours in the fourth round). Following the final round of Kelly time selection, there will be additional rounds of vacation selection until no further requests remain.

22.4.2 Each employee must schedule at least (1) day off in each twenty-four (24) day FLSA period.

22.4.3 For 2019, no more than two (2) 24-hour employees (A, B or C shift) in operations may schedule vacation/Kelly Days on the same shift unless authorized by the Fire Chief or designee. Vacation and Kelly days may not be selected in any combination that would require pre-planned overtime to maintain the following staffing per shift: two (2) Officers, one of whom must be a regular officer; two (2) Paramedics; and one (1) IV Tech; provided that pre-planned overtime will be permitted on no more than seven (7) days per shift per year.

22.4.4 Beginning the first Kelly Cycle of 2020: three (3) twenty-four (24) hour (A, B, or C shift) employees will be permitted to schedule days off provided minimum staffing per 22.4.3 is maintained. There will be no more than seven (7) days of pre-planned overtime per shift per year.

22.4.5 In the event the City elects to send a bargaining unit member to paramedic school, the City agrees to place two (2) members into the role of floaters. One (1) of which will be a member temporarily promoted to the rank of captain and one (1) of which will be mutually agreed upon. The floating positions will last for one (1) paramedic school calendar cycle year. Should a captain position open during the year that the promoted member is serving as the floating captain, that member will be moved to the open captain position and another member on the promotional list shall be chosen to fill the floating captain position. The purpose of the floating positions will be to fill as many overtime causing shifts as possible, reducing the City's exposure to overtime across all shifts, to allow for more acting battalion shifts, and the ability for floaters to cover long-term absences.

22.4.6 Vacation/Kelly Day schedules are subject to final approval by the Fire Chief or designee. The work schedule for the following year shall be published by December 23, or seven (7) days following submittal of selections meeting the requirements in this Agreement, whichever is later.

22.4.7 After November 30th cancellation of days off or changes to prior requests shall be submitted to the Fire Chief or his/her designee not less than thirteen (13) calendar days in advance, unless approved by Employer. Employer will approve requests made less than thirteen (13) days in advance if the request does not involve overtime expense and the request is otherwise reasonable.

22.4.8 Following publication of the work schedule for the coming year, additional vacation/Kelly time will be scheduled on a first-come, first-served basis.

22.5 Employees may accumulate up to four hundred eighty (480) hours of vacation time in each year of this Agreement. The maximum allowable accumulation of unused vacation time to be carried over from the last day of the last Kelly cycle in any given year to the first Kelly cycle of the following year is three hundred (300) hours. Any vacation earned which exceeds the maximum accumulation allowable shall be

scheduled by the Employer and the employee, subject to the operating efficiency of the Department as determined by the Fire Chief or designee.

22.6 The maximum amount of unused vacation time to be paid to the employee upon separation from the City will be two hundred sixty (260) hours for employees hired on or before December 31, 2013, and two hundred forty (240) hours for employees hired on or after January 1, 2014.

ARTICLE 23 SICK LEAVE

23.1 All employees covered by this Agreement shall accrue sick leave at a rate of eight (8) hours per month for all eight (8) and ten (10) hour shift personnel. All twelve (12) and twenty-four (24) hour shift personnel shall accrue sick leave at the rate of twelve (12) hours per month. Effective at the time of their hiring date, each new employee hired by the Department shall receive an initial sick leave bank equal to Seventy-Two (72) hours of accrued time ("New Employee Sick Leave"). Any New Employee Sick Leave used by a new employee during that employee's first (1st) six (6) calendar months of employment will be drawn against that employee's regular sick leave accrual under the terms of this Section 23.1 such that if a new employee does not take any New Employee Sick Leave during that new employee's first (1st) six (6) months, at the end of that six (6) month period, the new employee will have Seventy-Two (72) hours of accrued sick leave.

23.2 When an employee switches shifts (i.e. eight (8) hours to twenty-four (24) hours), his/her sick leave accrual shall be adjusted to meet the new schedule, either increased or decreased.

23.3 Employees may accumulate up to one thousand four hundred forty (1440) hours of sick leave.

23.4 The maximum amount of unused sick leave to be paid to the employee upon separation from the City will be three hundred fifty (350) hours for employees hired on or before December 31, 2013, and three hundred thirty (330) hours for employees hired on or after January 1, 2014. Employees that are terminated for cause shall not be entitled to the above outlined sick leave cash out.

23.5 Definition of coverage, eligibility, reporting and use, and termination/ retirement, shall be in accordance with the most current adopted city policies and procedures.

23.6 **LEOFF Buyback** - LEOFF Employees will be allowed to buy back sick leave with their Industrial Insurance check and their Salary Protection Insurance check.

ARTICLE 24 SHARED LEAVE

24.1 Shared leave shall be in accordance with the most current adopted city policies and procedures.

24.2 Each employee eligible to contribute to the City's shared leave plan will contribute eight (8) hours of leave to the plan each January.

24.3 In the event an employee must utilize shared leave, they will concurrently utilize all available short and/or long-term disability available to them to buy back shared leave so used to reduce the City's cost.

ARTICLE 25 MILITARY LEAVE

Military leave shall be in accordance with the most current adopted City policies and procedures.

ARTICLE 26 FAMILY & MEDICAL LEAVE AND PAID FAMILY MEDICAL LEAVE

26.1 Family and Medical Leave: Family and Medical leaves shall be in accordance with the most current adopted City policies and procedures.

26.2 Paid Family Medical Leave

26.2.1 Beginning with the January 7, 2019 paycheck, as required by the new Washington State Paid Family Medical Leave law, the City will contribute .4% of employee pay to the program, of which, 63% (.6333) will be from withholding from employee paychecks and 37% (.3667) shall be paid by the City.

26.2.2 Upon thirty (30) days notice at the conclusion of the State rulemaking process, either party may request to bargain the impacts of the new Paid Family Medical Leave benefits prior to their implementation in 2020.

ARTICLE 27 JURY DUTY

The City of Arlington encourages employees who are selected for jury duty to attend. Paid time off for jury duty is in accordance with the most current adopted City policies and procedures.

ARTICLE 28 BEREAVEMENT LEAVE

28.1 Full-time employees assigned to a twenty-four (24) hour work schedule shall be eligible to initially receive up to twenty-four (24) scheduled work hours as bereavement leave due to a death in the immediate family. Consideration shall be given to granting up to an additional twenty-four (24) scheduled work hours depending on the location, date and time of the funeral, internment or memorial service. Actual time approved by the Fire Chief or designee shall be consistent with the intent of the most current adopted city policies and procedures.

28.2 In the event of extenuating circumstances and at the discretion of the Fire Chief or designee, approved time in addition to that provided by Section 26.1 above may be used as accrued vacation, leave without pay, or sick leave if warranted.

28.3 Bereavement Leave for full-time employees assigned to other than twenty-four (24) hour work shifts shall be in accordance with the most current adopted city policies and procedures.

ARTICLE 29 PERSONAL LEAVES OF ABSENCE

29.1 Authorized personal leaves of absence shall be in accordance with the most current adopted city policies and procedures.

29.2 During the period that any employee is on an authorized leave of absence with or without pay, seniority shall accrue.

ARTICLE 30 PROBATION & EVALUATION PERIODS

30.1 **Probation Period** - New employees will be subject to a twelve (12) month probationary period following their start date. During this period, such employee shall be evaluated by the Employer and may be terminated at the sole discretion of the Employer.

30.2 Promoted employees shall be subject to a twelve (12) month evaluation period. In the event a promoted employee does not successfully complete said evaluation period, the employee shall be returned to his/her former rank and appropriate rate of pay.

30.3 Employees serving an initial evaluation period shall receive written performance appraisals on or about every ninety (90) days during said period(s) by the Fire Chief or designee.

30.4 Employees with the same date of hire shall be assigned a seniority order, based on the individual's total score from the entire testing process of the employer (i.e.: Civil Service and the Department). The higher the total score, the higher the seniority ranking.

ARTICLE 31 SENIORITY

31.1 A seniority list shall be maintained by the Employer and shall be brought up to date prior to January 31st of each year. This list shall be forwarded to the Secretary of the Union. The list shall show date of hire and date promoted, if any.

31.2 An employee's seniority shall be defined as that period from the employee's most recent first day of uniformed full-time compensated work with the Arlington Fire Department.

ARTICLE 32 LEGAL PROTECTION

The City shall hold personally harmless any employee from any action, claim or proceeding arising out of the performance, purported performance, or failure of performance, in good faith of duties

for, or employment with the City and hold these employees harmless from any expenses connected with the defense, settlement, or monetary judgments from such actions, claims or proceedings.

ARTICLE 33 PREVAILING RIGHTS

33.1 The Employer and the Union recognize the City maintains a City Policy and Procedure Manual. In the event this Agreement does not address particular issues and topics that are addressed in the Manual, the most current edition of the City Policy and Procedure Manual shall apply.

33.2 New policies and procedures developed during the term of this Agreement shall be reviewed with the Union prior to implementation.

ARTICLE 34 LIGHT DUTY

34.1 An employee who is injured and is subsequently unable to perform his/her normal duties may be assigned to light duty upon examination of the employee's own physician. The City reserves the right, at its own expense, to have the employee examined by a City-appointed physician. An employee's salary while on light duty shall be at the employee's straight-time rate of pay.

34.2 Light duty may be considered if there is work suitable for such position. Assigned light duty positions shall not affect the minimum staffing requirements of the Department, as determined by the Fire Chief or designee. The employee shall be assigned non-combat duty in such areas as Fire Prevention, Training, or as determined by the Chief or designee. Light duty work shall be performed on a five (5) days, eight (8) hours per day schedule, during normal administrative hours. Other work schedules may be arranged by mutual agreement between the employee and the Fire Chief or designee.

34.3 The position of light duty shall not exceed a period of four (4) weeks and may be extended by an additional four (4) weeks at the discretion of the Fire Chief or designee. If the illness or injury requires additional time off, the Fire Chief or designee may extend the light duty period, if there are sufficient and compatible non-combat duties to be performed. Additional light duty will be assigned in thirty (30) day increments with evaluation at the end of each thirty (30) day period by the Fire Chief or designee. A light duty assignment may last, but may not exceed six (6) months total. If the employee cannot return to their normal duties after this six (6) month period, the employee must use accumulated sick leave, unpaid leave or disability.

ARTICLE 35 SHIFT BIDS

35.1 The shift selection process shall be administered by the Fire Chief or designee and be completed on or before November 1st. The shift selection shall be effective on the first Kelly cycle after January 2nd of each year.

35.2 Individual shift selection shall be for a minimum of three (3) years with the next shift bid to occur in October 2020, for the shift schedule beginning with the first Kelly cycle of 2021, subject to provision of Section 14.10 above. The Employer retains the right to move employees for operational or justified reasons. The employee retains the right to request a transfer from a shift for justified reasons. If a change is requested by either party, the Employer and the Union shall bargain the effects and legitimacy of the request prior to a change occurring unless it is deemed an emergency situation by the Employer. The final decision shall be rendered by the Employer.

35.3 Probationary positions may be assigned by the Employer prior to shift selections. Duration for probationary assigned periods shall be for the length of the current shift selection cycle.

35.3.1 In the event there are two or more probationary employees, their shifts may be switched between each other during their probationary period. Prior to the probation ending they may be switched to another shift where they will remain until the next shift bid process.

35.3.2 In the event only one probationary employee is working in the bargaining until all efforts will be made to maintain his/her probation on one shift for the duration of probation. However, if the performance of the individual requires evaluation by another shift, the movement of a non-probationary employee will be required. The following shall apply in such circumstance:

1. Fire administration will work with the Union E-board to minimize the impact to non-probationary bargaining unit members.

2. The lease senior member having the same classification of the shift affected shall be moved unless another higher seniority member of the same classification volunteers to do so.

3. At the completion of the probationary employee's probation, the affected member who was moved from his/her shift shall have the option to move back to his/her previous shift or stay on the shift to which they were reassigned.

35.4 The Union will provide shift selection forms upon an employee's request. Upon completion of all the forms, the Union shall fill all positions on a seniority based process and return a copy of all forms to the Fire Chief or designee within thirty (30) calendar days.

35.5 The Fire Chief or designee shall have the authority to implement minimum standards for positions within the department.

ARTICLE 36 PERSONNEL REDUCTION

36.1 The Employer shall notify the Union of the need to reduce the number of employees who are on the payroll within the bargaining unit at least sixty (60) calendar days before the effective date of layoff. Such notice shall be given in writing, addressed to the Union and hand delivered to a Union officer or by registered U.S. mail. The notice shall disclose the number of positions affected and the rank of each person affected. Immediately after issuing the notice, the Employer shall give the Union a reasonable period of time, of no less than ten (10) calendar days within which it will meet and confer with the Union to discuss such action. The Employer shall respond to any proposals which the Union may make in response to the subject of notice.

36.2 Each employee who is to be reduced in rank or laid off as a consequence of a reduction in force shall be given written notice, at least thirty (30) calendar days before such action is to occur, of the date, purpose and nature of the action that is to be taken with regard to him. The notice shall also state the reason for the action and any rights the employee may have under the City Policy and Procedures Manual, Civil Service rules, or this Agreement with regard to his/her employment. A copy of the notice shall be timely delivered to the Union within the thirty (30) calendar day notification period.

36.3 All reductions in force shall be established by seniority in the Department within the thirty (30) calendar day notification period. Seniority in rank shall be established from the date that the employee was promoted into the rank which he or she currently occupies.

36.4 In the event of a tie in seniority, the tie shall be broken by the final score on the employment or promotional examination.

36.5 In the event a reduction in force is necessary, the reduction shall proceed in the following order:

(a) Employees shall be laid off in reverse order of the Departmental seniority list; the least senior employee in the Department shall be laid off first without regard to rank or classification.

(b) In the event a reduction in force results in the need for a redistribution of employees to a lesser rank, such reduction in rank shall be accomplished by reducing in rank those employees with the least tenure in the affected rank counting from the employee's date of promotion.

(c) An employee who is laid off shall be paid for all accrued leave time, including vacation and holiday pay, based on the employee's straight-time rate of pay as of the date of separation.

All employees who are reduced in rank or laid off shall not suffer any loss in benefits or entitlement accrued prior to the date of the action, e.g. holiday, vacation, personal leave, pension, and overtime, earned, accumulated, and unused at the time of reduction in rank or

layoff.

36.6 If an employee is reduced in rank due to redistribution in force, that employee shall receive the maximum salary for the lower grade.

36.7 The Civil Service Commission and City Human Resource Department shall maintain a list, known as a "rehire list," of all persons who are reduced in rank or laid off. In the event that vacancies occur within the Department while persons remain on the rehire list, the order of the recall shall be determined by reference to the rehire list. The rehire list(s) shall remain in effect for thirty-six (36) calendar months after the date of a layoff, unless extended by the Civil Service Commission and shall be used to offer employment that may become available by seniority to all persons who have been reduced or laid off, before any employees are promoted from one rank to another or any persons hired or transferred (from another City department) to become new employees of the Fire Department. No person may be hired, nor may any person be transferred from another City department, while any person in that rank remains in a reduced rank or on the rehire list. Any persons who are returned to their former positions shall be placed in the pay grade of their former rank, restored to the straight-time rate of pay that they would have received had they not been reduced in rank or placed on a rehire list. Employees shall receive no service credit for any period of time while on layoff status.

36.8 Notice of recall to the employee's former position shall be given to the employee in writing at his/her last known mailing address, it being the employee's obligation to notify the City Human Resource Department of any change in address while on layoff status. The notice shall be by certified mail, return receipt requested. The employee shall be given thirty (30) calendar days to accept an offer of the reinstatement, in which case written acceptance shall be sufficient if filed in any form with the Human Resource Department.

36.9 Any employee who fails to return to work upon official notice of rehire or recall by the City shall be terminated.

36.10 If an employee is on layoff status, seniority shall not accrue. Upon returning to work after such leave or layoff, the employee shall be granted the level of seniority previously accrued.

ARTICLE 37 PHYSICAL FITNESS

37.1 The City and the Union recognize the physical and mental health of bargaining unit employees is of vital importance in fulfilling the responsibilities of the job of Firefighter. The City and the Fire Department consider physical fitness as a high priority and as such workout periods shall be accommodated in the daily activity schedule. The physical fitness program is a mandatory, non-punitive program. All employees are expected to utilize the workout time allotted to them daily.

37.2 Physical fitness activities may be scheduled at any time during a shift provided said physical fitness periods shall not interfere with scheduled shift work such as drills,

training, inspections, or emergency responses. Scheduled time for physical fitness shall normally be between the hours of 0800 and 1700 provided it does not interfere with normal department operations. All shift employees shall be allowed ninety (90) minutes per shift for physical fitness activities, which is inclusive of the time required to return to a "ready state" after the physical fitness activity has concluded.

ARTICLE 38 SHIFT EXCHANGES

38.1 Employees shall have the right to exchange shifts when the exchange does not interfere with the operation of the Fire Department. Shift exchanges shall result in no additional cost to the City nor interfere with the operation of the Department as determined by the Fire Chief or designee.

38.2 All shift exchanges shall be submitted in writing and approved forty-eight (48) hours in advance by the affected supervisor (including paybacks) unless deemed an emergency nature by the Department. Supervisors shall have the right to approve/disapprove all shift trades.

38.3 It is understood by both parties that "no additional cost" means that the City will not cover any cost to maintain minimum staffing.

38.4 It is further understood that a shift exchange is a private contract entered into between two independent parties and that the individual requesting the shift exchange is responsible to make certain that his/her shift will be covered. It is the responsibility of the original person scheduled to work and who is requesting the shift exchange who is obligated to find a third party to work the shift if the party agreeing to the shift exchange is not able to report for duty. A shift trade may never place an employee on a shift of greater than seventy-two (72) hours duration without prior approval by the Fire Chief.

38.5 If a third party cannot be found, then the person originating the request for the shift exchange must report for their scheduled shift, or agree to being docked the full cost of any overtime needed to fill the vacancy.

38.6 In the event that the originator of the shift exchange request is "out-of-town" or otherwise cannot be reached, the shift will be filled using overtime. Under this scenario, the originator of the shift exchange will have two opportunities to "pay back" the cost of overtime to the City as follows:

38.6.1 Be "docked" the full overtime cost; or,

38.6.2 Agree to work a shift equal to the time lost as scheduled by the Department. The scheduled overtime will not, unless there is no other alternative, be a "mandatory" overtime situation.

ARTICLE 39 PROMOTIONS

39.1 Promotional testing shall be in accordance with the City's Civil Service guidelines and procedures as set forth in this Agreement.

39.2 The City and Union agree that the specific qualifications for all promotional positions, such as education, experience and time-in-grade shall be discussed and agreed upon by the Department and Union through the regular Labor-Management meeting process.

39.3 The City and the Union agree that announcements of promotional exams shall be posted at all City Fire Stations in accordance with the timeframes discussed and agreed upon by the Department and Union through the regular Labor-Management meeting process.

39.4 Relevant study materials shall be made available to interested employees at the time of posting and checked out through Fire Administration. Materials must be returned in the condition issued. Any lost or damaged materials shall be the financial responsibility of the employee.

39.5 In the event that no promotional candidate passes the promotional examination, the City and Union agree to meet and confer about an alternative process.

ARTICLE 40 PARAMEDIC VESTING

40.1 The City recognizes that from time to time employees serving as Firefighter / Paramedic may request to be reassigned permanently to the position of Firefighter / EMT. The employee must have served in the position of Firefighter/Paramedic with the City for a minimum of five (5) years. This request for permanent reassignment is differentiated from periodic requests for temporary assignments to an engine company as a relief from Paramedic duties as described in Article 16.5.

40.2 The request will be handled on a first-come, first-serve basis in conjunction with the needs of the City. The request shall be provided to the Fire Chief or designee a minimum of six (6) months prior to the requested date of reassignment. The City will notify the employee requesting transfer within twenty (20) calendar days whether the request has been approved, and of an anticipated date for the return to Firefighter/ EMT.

40.3 Assignment to engine company duties is dependent on the existence of an open position in the Firefighter / EMT ranks. An open position shall be defined as a vacant authorized Firefighter/ EMT position which may occur as a result of routine turnover, addition of positions, or promotions.

40.4 Employees serving as Firefighter / Paramedic that are reassigned as a Firefighter/ EMT following the process detailed in Sections 38.1 through 38.3 will be entitled to a portion of their Paramedic incentive pay in the following manner:

5 years as Paramedic	50% of ALS premium
6 years as Paramedic	60% of ALS premium
7 years as Paramedic	70% of ALS premium
8 years as Paramedic	80% of ALS premium
9 years as Paramedic	90% of ALS premium
10 years + as Paramedic	100 of ALS premium

40.5 The newly assigned Firefighter/EMT shall have his/her pay, including COLAs and step increases, frozen until the Firefighter First Class pay meets the pay received by the newly assigned Firefighter/EMT.

ARTICLE 41 MEDICAL CERTIFICATION AND TRAINING

41.1 This Article refers to all initial certification and continuing education, required by the Employer, Snohomish County, and the State of Washington to maintain all levels of Emergency Medical Technician ("EMT") and Paramedic certification.

41.2 All books, tuition, instructor fees, and material required for certification shall be provided by the Employer and checked out through Fire Administration. Materials must be returned in the condition issued. Any lost or damaged materials shall be the financial responsibility of the employee. Reimbursement for all related expenses will be according to the most current edition of the City Policy and Procedure manual.

41.3 The Employer shall provide all initial EMT training on-duty or on an overtime basis. Any employee allowed to advance their skills to the next level shall receive their training on-duty or an overtime basis.

41.4 The Employer shall make available to all employees either on-duty or on an overtime basis all training required to maintain their certification.

41.5 Employees having difficulty with the EMT or Paramedic certification shall be given counseling, additional on-duty study time, and any reasonable support needed by the employee to certify or maintain certification.

41.6 When employees are required by the department to attend continuing education or training to maintain or obtain a certification, while not on shift including vacation days, Kelly days or disability, the employee shall be compensated at the rate of time and one-half of the employees regular hourly salary for each hour spent in class or training up to a maximum of the hours listed below for individual certifications

Paramedic	50 hours (CE)
IV Technician	20 hours (CE)
Hazardous Materials Technician	40 hours (CE)
Rescue Swimmer	Up to 40 hours (Obtain)*
Rescue Swimmer	Up to 18 hours (CE)

Hours must be documented on the employee's timesheet with a note indicating explanation.

Note * indicates prior approval from Administration is required.

Additional hours incurred in excess of the hours listed above will not be compensated without prior approval.

EMS conferences attended to obtained hours are on a case by case basis and subject to prior approval. To provide equity to all paramedics a rotational process will be used.

41.7 Employees who fail to certify or re-certify twice (2 times) consecutively shall retake the course and examination on their own time and expense

41.8 Any employee failing to certify after a third (3rd) failure to certify or re-certify completing the above procedure may be demoted or terminated by the Fire Chief or designee.

ARTICLE 42 UNIFORMS AND CLOTHING

42.1 The Employer shall provide each new regular full-time employee covered by this Agreement with the following list of uniform/ clothing items, including appropriate insignias (i.e. patches, badge, silk-screening, etc.):

- 3 work pants
- 6 tee shirts
- 2 Class B work shirts
- 1 lightweight jacket
- 1 belt
- 1 pair work boots
- 1 winter weight jacket (City will replace all winter weight jackets in Fall of 2019)
- 1 baseball style cap
- 1 helmet with eye protection
- 2 bunker jackets
- 2 bunker pants
- 2 protective hoods
- 2 suspenders
- 2 pair of gloves
- 1 pair leather bunker boots
- 1 flashlight

In addition to the list above, after successful completion of the probationary period, each regular full-time employee covered by this Agreement will be provided one (1) class A dress uniform.

42.2 The Department shall utilize a uniform quartermaster system administered by the Fire

Chief or designee that allows for the approval and distribution of initial and replacement uniforms. A chain of command order system shall be established and replacement gear issued when worn out gear has been turned in. Effective January 1, 2014, newly issued and replacement bunker boots will be made of leather.

42.3 All initial issue and replacement uniform items and vendor(s) shall be approved in advance by the Fire Chief or designee.

42.4 All uniforms and equipment issued by the Employer to each employee shall remain the property of the Employer.

42.5 The Fire Chief or designee shall determine the appropriate uniform for each work shift.

ARTICLE 43 TRAINING CAPTAIN

43.1 The Training Captain position shall report directly to the Fire Chief or designee. His/her primary responsibility shall be coordinating department training and serving as the Department's Health & Safety Officer. He/she shall have other training and safety responsibilities as directed by the Chief.

43.2 If during the term of this agreement the City establishes a training captain position (other than the current arrangement) the Union agrees to negotiate the impacts of the position with the City.

43.3 The position of Training Captain shall be assigned by seniority except as set forth below. On each occasion when the Training Captain position becomes available, the highest senior current Captain who has not yet held the position of Training Captain shall be given the first opportunity to fill the position. On the first occasion when a Captain is provided with the opportunity to fill the Training Captain position, the Captain may, on that occasion only, defer that opportunity. If unfilled because of deferral, then the position shall be filled by the next highest senior current Captain. If a Captain has previously exercised his or her right of deferral as provided for herein, then that Captain must fill the Training Captain position on the next occasion when the position becomes available. Notwithstanding the above language, a qualified Captain may serve as Training Captain if that employee volunteers for that duty. If volunteering, the Captain must serve in the position for two years. If, after that voluntary two year cycle, no other Captain volunteers to fill the position, the seniority selection process shall apply.

43.4 The duration of the position shall be for a minimum of two (2) years and may be extended for an additional one (1) year if mutually agreed upon by the Chief and Training Captain. Once a person has finished the allotted time he/she shall not be eligible again until all remaining Captains have rotated through.

ARTICLE 44 DEFERRED COMPENSATION PROGRAM

44.1 Regular full-time employees shall be eligible to participate in a matching program known

as the state of Washington Deferred Compensation Program, herein after known as the "Program", as an alternative to participating in Social Security. Enrollment and continued participation shall be in accordance with the rules and regulations of the Program and the City-wide administrative requirements of the Employer. Conditions for participation in the Program shall include, but not be limited to the following:

44.2 The Program shall be a dollar for dollar match between employee and Employer, with the Employer share not to exceed the amount that it would ordinarily contribute to the Social Security program.

44.3 Contribution amounts shall be adjusted as changes in the Social Security rate occur.

44.4 The amount of the Employer's contribution shall be based on the employee's gross base wage. The gross base wage includes base salary and educational incentives.

44.5 Employees may choose to increase their portion of the contribution should they choose to defer the maximum allowable. However, the total amount deferred monthly may not exceed the maximum allowable per the Program regulations.

44.6 It is the responsibility of the employee to contact the State of Washington Deferred Compensation Program in order to initiate changes to their monthly-deferred amounts. Sufficient time must also be given to the City's Finance Department for processing.

ARTICLE 45 LATERAL TRANSFER EMPLOYEES

45.1 Lateral transfer employees must meet the minimum medical and health requirements of LEOFF Retirement System as administered by the State of Washington Department of Retirement Systems, and must possess all certifications, training, and license(s) as required by Washington State and the City of Arlington, as outlined by the Civil Service Commission.

45.2 The lateral transfer applicant shall enter the payscale at the level of a Firefighter Second Class. Longevity pay will apply to the time served with the City of Arlington Fire Department.

45.3 Every three (3) years of service the applicant has served with their current employer will count as one (1) year of service with the City for the purpose of determining vacation and sick leave accrual. A sick leave bank of seventy-two (72) hours will be established at the time of hire.

45.4 Lateral transfer employees will be subject to the twelve (12) month probationary period following their start date. During this period, such employee shall be evaluated by the Employer and may be terminated at the sole discretion of the Employer.

45.5 Any other concerns shall be discussed and agreed upon through the regular Labor-Management process.

ARTICLE 46 WASHINGTON STATE MOBILIZATION

46.1 In the event the City participates in an incident where an ongoing State Mobilization is already in effect, those employees covered by this Agreement who voluntarily agree to participate will be compensated in accordance with the terms of the Washington State Mobilization Plan at the reimbursable collective bargaining agreement rate of pay.

46.2 Employees who have vacation leave scheduled during a period when they participate in a mobilization will have the choice to take the vacation as scheduled, or cancel the planned vacation in which case the planned vacation leave hours will not be deducted from their vacation leave bank. Kelly Days scheduled during a period of mobilization will be observed as scheduled. Nothing in this paragraph changes the contract provisions regarding vacation carryover in Section 21.4.

46.3 All fire apparatus (fire engines, ladder trucks, brush trucks) sent on a mobilization shall have, at a minimum, two (2) full time members of the bargaining unit according to the Wildland Deployment List.

Backfill overtime for shift openings caused by State Mobilizations will be filled according to the most current overtime policy.

Single resource deployment shall be allowed following the guidelines set forth by WSP State Mobilization Plan, to include but not limited to Strike Team Leader (STL), STL-Trainee (STL-T). Single resources shall be deployed with a command vehicle.

46.4 The Employer reserves the right to decline the deployment of any local resources due to staffing needs.

ARTICLE 47 SHIFT LEAD PARAMEDICS

47.1 Beginning September 1, 2019 Arlington Fire Department will have one (1) Shift Lead Paramedic per shift (A, B, and C) for a total of three (3). This shall eliminate the existing MSO MOU dated November 16, 2015 and Addendum dated January 5, 2016 from September 1, 2019 forward.

47.2 Shift Lead Paramedics will receive an additional three and one-half percent (3.5%) premium for their duties. Shift Lead Paramedics will not be allowed overtime to perform their regular duties without prior approval from the Fire Chief or designee.

47.3 Shift Lead Paramedics will be responsible for shift level EMS training and chart review quality control, supplies ordering, and other tasks as assigned by the Fire Chief or designee.

Executed this 6TH day of May 2019.

Arlington Firefighters Organization
Local #3728, IAFF

By: _____

Date: 5/9/19

City of Arlington

By: Barbara Tolbert

Date: 5/4/19

APPENDIX "A"
to the AGREEMENT
By and between the City of Arlington
and
Arlington Firefighters Organization,
Local #3728, IAFF

January 1, 2019 through December 31, 2021

This Appendix "A" is supplemental to the Agreement by and between the City of Arlington, Washington, hereinafter referred to as the Employer, and the Arlington Firefighters Organization, Local #3728, IAFF, hereinafter referred to as the Union.

A.1 Effective January 1, 2019, the rates of pay for employees covered by the Agreement shall be as follows, which include a combination of market and cost- of-living increases totaling 3.75%:

Classification	**Completed Months of Continuous Employment**	**Salary per Month**
Firefighter		
Probationary Firefighter (75%)	0 – 6 months	$5,428
Firefighter 5th Class (80%)	7 – 12 months	$5,790
Firefighter 4th Class (85%)	13 – 24 months	$6,152
Firefighter 3rd Class (90%)	25 – 36 months	$6,514
Firefighter 2nd Class (95%)	37 – 48 months	$6,876
Firefighter 1st Class (100%)	49 + months	$7,238
Paramedic (12% above Firefighter)		
Probationary Firefighter/Paramedic (87%)	0 – 6 months	$6,080
Firefighter/Paramedic 5th Class (92%)	7 – 12 months	$6,485
Firefighter/Paramedic 4th Class (97%)	13 – 24 months	$6,890
Firefighter/Paramedic 3rd Class (102%)	25 – 36 months	$7,296
Firefighter/Paramedic 2nd Class (107%)	37 – 48 months	$7,701
Firefighter/Paramedic 1st Class (112%)	49 + months	$8,106
Captain		
Captain (120%)		$8,685

A.2 Effective January 1 2020, the rates of pay for employees covered by the Agreement shall be as follows, which include a combination of market and cost- of-living increases totaling 3.0%:

Classification	**Completed Months of Continuous Employment**	**Salary per Month**
Firefighter		
Probationary Firefighter (75%)	0 – 6 months	$5,591
Firefighter 5th Class (80%)	7 – 12 months	$5,964
Firefighter 4th Class (85%)	13 – 24 months	$6,337
Firefighter 3rd Class (90%)	25 – 36 months	$6,710
Firefighter 2nd Class (95%)	37 – 48 months	$7,082
Firefighter 1st Class (100%)	49 + months	$7,455
Paramedic (12% above Firefighter)		
Probationary Firefighter/Paramedic (87%)	0 – 6 months	$6,262
Firefighter/Paramedic 5th Class (92%)	7 – 12 months	$6,680
Firefighter/Paramedic 4th Class (97%)	13 – 24 months	$7,097
Firefighter/Paramedic 3rd Class (102%)	25 – 36 months	$7,515
Firefighter/Paramedic 2nd Class (107%)	37 – 48 months	$7,932
Firefighter/Paramedic 1st Class (112%)	49 + months	$8,350
Captain		
Captain (120%)		$8,946

A.3 Effective January 1, 2021, the rates of pay for employees covered by the Agreement shall be increased by a general adjustment equal to 100% of the CPI-W, June to June, Seattle/Bellevue Index, with a minimum of 2.25% to a maximum of 3%

A.4 The final signature contract will have updated wage tables with the adjustments for 2019 and 2020. Any wage increase shall become effective the first of the month, coincident with or next following the employee's anniversary date of employment.

A.5 **Wage Increases** –In the event an employee who is on disciplinary status becomes otherwise eligible for a wage increase in accordance with Sections A.1 to A.3 such increases shall not be granted until the employee has been removed from such status by the Fire Chief or designee. There shall be no retroactive pay adjustment under such circumstances.

A.6 Nothing herein shall prohibit the Employer from paying wage rates above those contained in this Appendix A.

Executed this 6th day of May 2019.

Arlington Firefighters Organization
Local #3728, IAFF

By: _____

Date: _____

City of Arlington

By: Barbara Tolbert

Date: _____

Date: