



CITY OF KIRKLAND
Administrative Services Department - Human Resources Division
505 Market Street Suite B, Kirkland, WA 98033 425.587.3210
www.ci.kirkland.wa.us

MEMORANDUM

To: David Ramsay, City Manager

From: Bill Kenny, Human Resources Director

Date: April 22, 2008

Subject: Ratification of International Association of Firefighters (IAFF) Local #2545 Agreement 2008 - 2010

RECOMMENDATION

Adopt the 2008-2010 Collective Bargaining Agreement between City of Kirkland and Kirkland IAFF Union.

BACKGROUND DISCUSSION:

On April 3, 2008 the City of Kirkland was advised that the members of the Kirkland IAFF Union, representing Firefighters, voted for ratification of the 2008 – 2010 Collective Bargaining Agreement. This Agreement was the result of a collaborative process between the City and the Union.

Some highlights of the agreement are:

- Three year agreement (January 01, 2008 – December 31, 2010)
- COLA is 100% CPI-W for each year (3.31 % for 2008)
- Market adjustment to base salary is 1.5% for 2008, 1.5% for 2009, and .50% for 2010
- Addition of Community Service Day starting 2008
- Enhancements to “Officer Splits” (Lieutenant, Captain, and Battalion Chief Classifications).
- Longevity enhancements: new categories for employees with 5-9 years of service and 30+ years of service.
- Sick Leave Cashout: \$10,000 in 2008, \$10,500 in 2009, and \$10,500 in 2010
- Slight increase to vacation accrual rate for Employees with 25+ years of service
- Medical Benefits program continued: AWC Regence Blue Shield Plan A or Group Health Plan I with enhanced language providing for plan changes during term of agreement.
- Continuance of Flexible Spending Account (FSA) \$300 Employer contribution for each year of contract
- Effective January 1, 2010 the work schedule for bargaining unit personnel will be two consecutive 48 hour shifts followed by 96 hours off.

Members of both Negotiations Teams deserve commendation for the expeditious and collaborative approach to this negotiations and the resultant Agreement.

Staff is pleased to recommend to City Council the ratification and adoption of this Agreement with the IAFF.

Attachment: 2008 – 2010 Agreement By and Between City of Kirkland and IAFF Union.

AGREEMENT BETWEEN

the

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL
#2545**

and the

CITY OF KIRKLAND

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PREAMBLE

This Agreement is made by and between the International Association of Firefighters Local No. 2545, hereinafter referred to as the "Union", and the City of Kirkland, a municipal corporation of the State of Washington, hereinafter referred to as the "Employer".

PURPOSE

The purpose of the Employer and the Union in entering into this Agreement is to set forth their complete Agreement with regard to wages, hours, and working conditions for the Employees in the bargaining unit so as to promote the efficiency and effectiveness of fire prevention; medical aid services and fire suppression; public safety; and harmonious relations between the Employer and its Employees; giving recognition to the rights and responsibilities of the Employer, the Union, and the Employees.

DEFINITIONS

ARTICLE 1

As used herein, the following terms are defined as follows:

1.1 Bargaining Unit shall mean all Employees in the Kirkland Fire/Building Department in the classifications of Firefighter, Deputy Fire Marshal, Fire Inspector, Fire Lieutenant, Fire Captain, and Battalion Chief.

1.2 Base Pay shall mean Firefighter 5 pay grade as set forth in the Salaries Article of this Agreement.

1.3 City shall mean the City of Kirkland.

1.4 Department shall mean the Kirkland Fire/Building Department.

1.5 Deputy Fire Marshal shall mean any incumbent as of March 16, 2001 that serves as a full time Deputy Fire Marshal for the City of Kirkland. The Deputy Fire Marshal will assume seniority as defined in Article 1.

1.6 Employee shall mean an individual who meets the following criteria:

- 1.6.a Employed full time by the City of Kirkland.
- 1.6.b Covered by RCW 41.26 (LEOFF Pension System).
- 1.6.c Employed in a Bargaining Unit position defined in this Agreement.

1.7 Employer shall mean the City of Kirkland.

1.8 Immediate Family shall mean persons related by blood, marriage, or legal adoption in the degree of relationship of grandparent, parent, wife, husband, brother, sister, child, grandchild, domestic partner (as defined by Employer Policy), and other persons with the approval of the City Manager or designee.

1.9 Monthly Salary shall mean the monthly rate of pay so identified and set forth in the Salaries Article 21 of this Agreement.

1.10 Line Personnel shall mean regular full time Employees primarily responsible for fire suppression, medical aid, fire inspections and other related duties.

1.11 Overtime shall mean the time worked in excess of normally scheduled hours of duty.

1.12 Seniority shall mean length of continuous service with the Kirkland Fire/Building Department in a represented Bargaining Unit position.

1.13 Shift shall mean each workday served regardless of length of time the workday may be.

1.14 Time in grade shall mean length of continuous service with the Kirkland Fire / Building Department at their current rank.

1.15 Union shall mean the International Association of Firefighters Union, Local #2545.

1.16 Vacation shall mean a granted period of time off duty earned by members of the bargaining unit during which time they shall continue to receive their basic rate of pay.

UNION RECOGNITION

ARTICLE 2

The Employer agrees to recognize the Union as the exclusive representative on matters concerning wages, hours, and working conditions for all Employees in the bargaining unit.

UNION ACTIVITIES

ARTICLE 3

Section 3.1 The Employer shall make available to the Union 144 hours of paid leave per annum (1/1 – 12/31) for the purpose of allowing elected Union officials, or substitutes appointed by the Union participation in collective bargaining, grievance handling and other permissive activities. All Union leave shall be subject to prior approval of the Fire Chief or his designee based on the following criteria:

3.1.a Such leave shall be taken in blocks of not less than 6 hours.

- 3.1.b Written explanation from the Union President of the necessity for such time is provided to the Fire Chief not less than seven calendar days in advance.
- 3.1.c Union time off that does not affect minimum staffing and does not create an overtime situation, as provided in Directive 3.001, "Routine Vacation" shall not count toward the 144 hour aggregate of allowable time.

The Employer retains the right to restrict such leave when an emergency exists or such leave would create a danger to public safety.

Section 3.2 The Employer will grant an Employee, who is a Union representative, reasonable time off with pay for the purpose of attending monthly management meetings, provided such release does not result in the necessity to replace the Employee requesting time off with personnel in compensated status.

Section 3.3 Upon written authorization from an Employee within the bargaining unit, the Employer shall deduct from the wages of that Employee the sum certified as assessments and monthly dues of the Union and shall thereafter forward such sum to the Union during the pay period specified by the Union. Should any Employee not have any monies due him or the amount of such monies is not sufficient to satisfy the assessments, no deduction shall be made for that Employee for that month. 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 check-off of dues for the Union. The Union shall refund to the Employer any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.

Section 3.4 The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in each station manned by Union firefighters to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

UNION SECURITY

ARTICLE 4

The Employer and the Union recognize the right of all Employees covered hereunder to become and remain members of the Union in good standing, and the Union accepts its responsibility to fairly represent all Employees in the bargaining unit, regardless of membership status.

PROMOTIONS AND VACANCIES

ARTICLE 5

Section 5.1 The following are the requirements to be eligible for promotions within the bargaining unit:

- 5.1.a To be eligible for promotion to Fire Lieutenant an individual must have completed one year as a Firefighter 5. In addition, an individual shall have and maintain a valid EMT-D certification and shall have earned 60 credit hours from an accredited college towards an associates or bachelors degree.

- 5.1.b To be eligible for promotion to Fire Captain an individual must have completed one-year full time and currently hold the position of Fire Lieutenant with the Kirkland Fire Department. In addition, an individual shall have and maintain a valid EMT-D certification and shall have earned 90 credit hours from an accredited college towards an associates or bachelors degree.
- 5.1.c To be eligible for promotion to Battalion Chief an individual must have completed two years full time and currently hold the position of Fire Captain with the Kirkland Fire Department and shall have earned a minimum of an associates degree from an accredited College or University or have time in service and an equivalent combination of education and experience which provides the necessary skills, knowledge, and ability to successfully perform the duties of the position.
- 5.1.d To be eligible to take the promotional exams for Lieutenant, Captain and Battalion Chief an individual must meet the above requirements or reasonably be able to satisfy them prior to the expected expiration of the promotional register to be created from the exams. Individuals who pass a promotional exam prior to meeting the requirements for promotion shall have the word "ineligible" listed next to their name on the register until such time as they provide the Fire Chief documentation that they meet all the requirements.
- 5.1.e Candidates for promotional vacancies within the bargaining unit shall come from an adequately sized pool of eligible candidates from the bargaining unit. An "adequately sized pool" shall be defined as two candidates who meet the qualifications outlined in Sections 5.1.a., 5.1.b., 5.1.c. If an adequately sized pool does not exist, the Employer may adjust the educational requirements outlined in Sections 5.1.a., 5.1.b., 5.1.c. in order to create a pool from within the bargaining unit.-

Section 5.2 Promotional exams shall consist of the following:

- 5.2.a Lieutenant exams shall consist of a professionally prepared, Fire Lieutenant, written exam that will be weighted 40% of the final score. The other 60% shall be divided to include 30% for a tactical exercise and 15% each for two additional "assessment center" type exercises. The two additional exercises shall be selected by the Employer from the following list and shall be administered by a qualified consultant:
 - 5.2.a.(1) Prepare and present training class or other presentation.
 - 5.2.a.(2) Role play of potential situations.
 - 5.2.a.(3) Visual Resume.

The minimum passing score for the tactical exercise is 70% and the overall composite score for the testing process shall be at least 70% to be placed on the promotional register.
- 5.2.b Fire Captain and Battalion Chief exams shall consist of an assessment center process provided by a qualified consultant. The assessment center score shall make up 100% of the final score. The minimum composite passing score will be 70%.
- 5.2.c After receiving a minimum composite score of 70%, at time of certification the candidate shall be awarded a ¼ point to his/her score for each complete year of service after 10 years with the Kirkland Fire Department. The ¼ point service credit is intended for the sole purpose of advancing the placement and consideration of the more senior candidates' position on the eligibility list and is not intended to limit the Fire Chief from considering a candidate's previous years of service and experience when exercising the discretions provided in section 5.3 (rule of three).
- 5.2.d Psychological testing or evaluation methods may be used in the selection process upon mutual agreement between the Union and the City.

- 5.2.e No Kirkland Fire Department Employee or Regional Fire Training Division Employee will grade or score the exam. However, nothing in this section shall be construed as to limit the Fire Chief or his designee's ability to evaluate or review the results of examinations or conduct interviews to make promotional decisions. In addition, this section shall not be construed as limiting any powers given to the appointing authority by Civil Service Rules and Regulations.
- 5.2.f Candidates not present at the appointed time for testing shall fail that portion of the test.
- 5.2.g After completion of the examination process, candidates shall receive their individual scores, once the civil service appeals process window has lapsed. However, until certified by the Civil Service Commission, those scores may be subject to change.

Section 5.3 Selection of candidates to be appointed to a promotional position within the bargaining unit shall be from a register created from the testing process. The City may select from the top three eligible names on the register to fill each vacancy. In the event a leading candidate is bypassed, the determining factors for the bypass will be provided, in writing, to the candidate. If less than three eligible names remain on a certified register at the time of appointment, the City shall have the authority to invalidate the register and complete another examination process.

Section 5.4 The Employer shall post notices at all stations sixty days prior to any promotional exam the position(s) to be filled and the date(s) of the exam. The Employer agrees to post a reading list for the exam(s), if any are available, as soon as it is received from the testing company.

Section 5.5 Promotional tests for Lieutenant and Captain shall be conducted on alternating years. Promotional lists duration for Battalion Chief shall be governed by applicable Civil Service Rules.

- 5.5.a The Fire Lieutenants test shall be conducted during the second week of May on alternating years. Once certified, the list shall be valid until a replacement list has been certified, unless invalidated under Section 5.3.
- 5.5.b The Fire Captains test shall be conducted during the second week of November on alternating years. Once certified, the list shall be valid until a replacement list has been certified, unless invalidated under section 5.3.
- 5.5.c Alternative test dates may be scheduled if agreed upon by the Employer and the Union.

Section 5.6 When the Employer declares that a vacancy exists, every reasonable effort will be made to fill it as soon as possible. The Employer and the Union agree to follow current Kirkland Civil Service rules and regulations regarding provisional and temporary appointments.

Section 5.7 Advancement through the five Firefighter steps shall be governed by the following:

- Firefighter 1 Date of hire to 12 months of successful employment (probationary).
- Firefighter 2 Completion of 12 months continuous employment.
- Firefighter 3 Completion of 24 month's continuous employment, have and maintain EMT-D certification.
- Firefighter 4 Completion of 36 month's continuous employment, have and maintain EMT-D certification.
- Firefighter 5 Completion of 48 month's continuous employment, have and maintain EMT-D certification.

Section 5.8 In the unlikely event that an employee's WA State EMT-D certification is suspended or revoked, the City and the Union agree to meet and confer in effort to bargain the impacts on a case-by-case basis.

SAVINGS CLAUSE

ARTICLE 6

If any provision of this Agreement shall be held invalid by operation of law or any Tribunal of competent jurisdiction, or if compliance or enforcement of any provision should be restrained by such Tribunal pending final determination as to its validity, the remainder of this Agreement shall not be held to be invalid, and will remain in full force and effect, and the parties, upon request of one to the other, shall initiate immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of such provision.

LAYOFF AND RECALL

ARTICLE 7

Section 7.1 Layoff – In the event of a reduction in force, the Employee(s) with the least seniority shall be laid off first. Should the reduction in force necessitate any reduction in rank for remaining personnel, the last officer(s) promoted in the rank(s) affected shall be the first to be reduced. Reduction in rank will be based on time in grade (classification).

Section 7.2 Recall – In the event of a recall, the last Employee laid off shall be the first Employee recalled. No new Employee shall be hired until all laid off Employees have been given an opportunity to return to work. This obligation shall expire 36 months after such layoff, or after such time as the Employer is unable to contact the Employee being recalled on each of 21 consecutive calendar days, whichever occurs first. Recall to employment shall, at the discretion of the Employer, be subject to the recalled Employee successfully completing a physical examination. Such examination shall be scheduled by and at the expense of the Employer.

Section 7.3 The Employer shall give notice two weeks in advance to any Employee before layoff or shall pay all wages and benefits allowed in this contract for a two week period following notification. Upon passage of a physical examination, the Employer shall allow the recalled Employee to give two weeks notice to their current employer before reporting to duty. The Employee on layoff status shall keep the Employer notified of the address, telephone number, and hours at which he/she can be contacted. Prior to attempting to contact an Employee to be recalled, the Employer will notify the Union.

Section 7.4 Employees recalled from layoff status shall return to the classification they were in prior to layoff. (For purposes of seniority, all continuous service time immediately preceding the layoff will be considered). Any officers reduced in rank due to reduction in force shall be reinstated to the same position, without further testing, when the first vacancies exist.

MANAGEMENT RIGHTS

ARTICLE 8

It is recognized that, except as limited and controlled by the terms of this Agreement, the Employer shall retain the right and authority to operate and direct the affairs of the Employer. Employer shall operate and direct various aspects, including, but not limited to, the right to direct the working forces; to control the Fire Department budget; to plan, direct, and control all the operations and services of the Employer; to determine the methods, means, organization, and number of personnel by which such operations and services are to be conducted. The Employer shall assign and transfer Employees; determine whether goods and services should be made or purchased; recruit, hire, and promote Employees; relieve Employees due to lack of work or other legitimate reasons; demote, suspend, discipline, or discharge Employees for just cause; to make, modify, and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment, facilities, or levels of service.

The Employer agrees that a continuing duty to bargain exists as to changes in wages, hours, and working conditions as may be required by RCW Chapter 41.56.

RETENTION OF BENEFITS

ARTICLE 9

All uniformly administered rights, benefits, and privileges relating to wages, hours, and working conditions as defined by the Public Employment Relations Commission shall remain in full force during the term of the Agreement.

The Union agrees that a continuing duty to bargain exists regarding changes in wages, hours, and working conditions as defined within RCW 41.56.

GRIEVANCE HANDLING AND DISPUTE RESOLUTION PROCEDURE

ARTICLE 10

In order to address differences in interpretation, application, or violation of any specific terms of the provisions of this contract or an established practice involving wages, hours, and working conditions or to reach a mutual understanding of the intent of such or other dispute, the parties agree to meet and confer within ten days to create a resolve, prior to the filing of a grievance if necessary. The timelines for filing a grievance shall become effective at the completion of the meeting(s) between the parties.

Section 10.1 A "Grievance" shall be defined as a claim or dispute raised relating to the interpretation, application, or violation of any specific terms or application of the provisions of this contract. All such claims or disputes shall be processed according to the provisions as set forth herein.

Section 10.2 The Union shall have full access to the grievance procedure on behalf of itself and/or the employees it represents and may introduce a grievance at any step at or above the Deputy Chief. Employees filing a grievance agree to submit in writing a copy of all relevant facts involving the alleged grievance to the Union Executive Board prior to Step III. Upon receiving the written petition, a Union representative shall meet with the Employee and recommend a course of action. If the Employee or the Union wishes to pursue the grievance, either or both will proceed within the applicable timelines to the next appropriate step.

Section 10.3 An Employee filing a grievance that could be handled either through the contract or through a complaint filed with the Kirkland Civil Service Commission must select the method he/she wishes to pursue the complaint. Once this "election of remedies" has been chosen and the Employee, or the Union acting on the Employee's behalf, has instituted the first step in the chosen process, the outcome of that process shall be binding and the Employee or the Union shall not be allowed to pursue the other course. This section shall not apply if jurisdiction over the issue is denied by the Civil Service Commission and the definition of a grievance as specified in Section 10.1 is applicable.

Section 10.4 Step I. An Employee must present a grievance to the Employee's immediate supervisor within 30 calendar days of its alleged occurrence. The supervisor shall attempt to resolve the grievance within ten calendar days. In the event a grievance is brought regarding an action taken by other than the aggrieved Employee's immediate supervisor, the Employee may initiate the grievance process at the step at which the action giving rise to the grievance was taken.

Section 10.5 Step II. If the Employee and/or the Union are not satisfied with the solution by the immediate supervisor, the grievance, in writing, may be presented within ten calendar days to their Battalion Chief. The written grievance must state the issue, contractual Article, city/department policy or established practice and cite facts giving rise to the grievance, and remedy sought. The Battalion Chief shall attempt to resolve the grievance and provide a written response within ten calendar days.

Section 10.6 Step III. If the Employee and/or the Union is not satisfied with the solution by their Battalion Chief, the written grievance may be presented within ten calendar days to the Deputy Chief of Operations, who shall attempt to resolve it and provide a written response within ten calendar days.

Section 10.7 Step IV. If the Employee and/or the Union is not satisfied with the solution by the Deputy Chief of Operations, the written grievance may be presented within ten calendar days to the Fire Chief, who shall meet with the aggrieved employee and/or the Union in an attempt to resolve the grievance and shall provide a written response within ten calendar days.

Section 10.8 Step V. If the Employee and/or the Union is not satisfied with the solution, the grievance, in writing, together with all other pertinent materials, may be presented to the City Manager or his/her designee who shall attempt to resolve the grievance and provide a written response within ten calendar days.

Section 10.9 If the grievance is not resolved by the City Manager or his/her designee to the satisfaction of the Employee and/or the Union, the grievance may, within ten calendar days, be referred for arbitration, to an arbitrator from the following list of currently active arbitrators: Gary Axon, Mike Beck, Alan Krebs, Eric Lindauer, Howell L. Lankford; additional arbitrators may be added if mutually agreed upon by the City and the Union. The

arbitrator will be selected by allowing the City and the Union to alternately delete one name at a time from the list until only one name remains. The party to start the deletion process will be decided by coin flip. It shall be the function of the Arbitrator to hold a hearing at which the parties may submit their cases concerning the grievance. The Arbitrator shall render his decision based on the interpretation and application of the provisions of this Agreement. The decision shall be final and binding upon the parties to the grievance provided the decision does not involve action by the Employer, which is beyond its jurisdiction. Each party shall be completely responsible for all costs of preparing and presenting its own case, including compensating its own representatives and witnesses; provided however, the Union does not thereby waive any rights provided under RCW 49.48.030. If either party desires a record of the proceedings, it shall solely bear the costs of producing such a record.

Section 10.10 Third Party Dispute Mediation

- 10.10.a Any grievance or work related dispute between two or more parties may be referred to voluntary third party mediation. With the mutual agreement of all the parties to the dispute, the City will provide access to mediation services through the King County Workplace Mediation or similar program.
- 10.10.b Voluntary mediation may be sought at any step in the grievance process provided that all parties to the grievance agree. When all parties have mutually agreed in writing to mediation, all grievance timeframes will be held in abeyance until the completion of the mediation process. Mediation shall be deemed "completed" when the mediator notifies the parties that no further mediation will take place. At the completion of the mediation process, all timeframes previously in effect will resume.

HOURS OF DUTY

ARTICLE 11

Section 11.1 Workweek:

- 11.1.a The workweek for bargaining unit line personnel shall be no more than 48.0 hours per week on an average annual basis. This shall be accomplished by providing one Kelly shift off after every six scheduled shifts, prescheduled on an annual basis; the first months Kelly shifts shall be selected beginning with the employee with the greatest seniority. Once established, any action or changes to shift seniority configuration shall require a new seniority based selection process as provided above; for the following year.

- 11.1.b
 - 11.1.b(1) Effective January 1, 2010 the workweek for bargaining unit line personnel shall be no more than 48.0 hours per week on an average annual basis. This shall be accomplished by providing two Kelly shifts off after every six scheduled sets, prescheduled on an annual basis; the first months Kelly shifts shall be selected beginning with the employee with the greatest seniority. Once established, any action or changes to shift seniority configuration shall require a new seniority based selection process as provided above.

For example:

A	A	B Kelly Shift	B Kelly Shift	C	C	A
A	B Set-1	B Set-1	C	C	A	A
B Set-2	B Set-2	C	C	A	A	B Set-3
B Set-3	C	C	A	A	B Set-4	B Set-4
C	C	A	A	B Set-5	B Set-5	C
C	A	A	B Set-6	B Set-6	C	C
A	A	B Kelly Shift	B Kelly Shift	C	C	A
A	B Set-1	B Set-1	C	C	A	A
B	B	C	C			

11.1.b(2)When a full “set” includes both December 24th and 25th the preceding shift shall share the holiday burden by “flip-flopping” 12/23 & 12/24

Example: December 22 23 24 25 26 27
 Scheduled C C A A B B
 Changed to C A C A B B
 [This adjustment is needed 3 out of every 8 years]

Section 11.2 The work schedule for bargaining unit line personnel shall be in 24-hour shifts. Employees normally shall work one 24-hour shift followed by 48 hours off. The shift starting time will be 0700. The shift configuration and shift starting time may be modified by mutual agreement between the Employer and the Union.

Effective January 1, 2010 the work schedule for bargaining unit line personnel shall be two consecutive 24-hour shifts (48 hour “set”). Employees normally shall work two 24-hour shifts followed by 96 hours off. The shift starting time will be 0700. The shift configuration and shift starting time may be modified by mutual agreement between the Employer and the Union.

The work shift will include one hour for lunch and one hour for dinner. Each on-duty Employee will remain available for an emergency call during these meals breaks.

Night drills, training, and inspections may be scheduled on a reasonably limited basis after 1800 hours to maintain operational skills in night fire suppression, prevention, and inter-departmental cooperation.

Section 11.3 The work schedule for bargaining unit personnel assigned to a 40-hour workweek shall be:

- 11.3.a 0800-1700 Monday through Friday, or
- 11.3.b Four consecutive ten hour days
- 11.3.c 40-hour personnel may have a flexible work week. Time shall be traded in straight time. For example, if an employee works one hour extra one day, they may work one hour less another day that week to total 40 hours for each week but no week can exceed 40 hours unless approval for overtime has been received. Employees shall notify their supervisor prior to use of flex time. Flex time is to be noted on payroll attendance record as it actually occurs.
- 11.3.d Alternative schedules, not exceeding forty hours per week with mutual agreement of the employer, employee(s), and Union.
- 11.3.e Regardless of workweek schedule, each employee will have one hour off for lunch.

Section 11.4 Refer to Article 30 relating to personnel assigned to Training. Refer to Article 31 relating to personnel assigned to Fire Prevention Bureau.

Section 11.5 The Union and the City shall continue to staff the North Finn Hill Fire Station 24 in accordance with the Memorandum of Understanding dated April 2005. The Parties may agree to resolve staffing of North Finn Hill on a long-term basis. The long-term solution for North Finn Hill staffing may include one of the following:

- 11.5.a 24-hour 3 platoon method
- 11.5.b 24-hour 4 platoon method
- 11.5.c 12-hour call back staffing
- 11.5.d 12-hour shift, 3 on 4 off

OVERTIME / COMPENSATORY TIME

ARTICLE 12

Section 12.1 Overtime shall be paid at the rate of one and one-half times the hourly rate of pay. For the purpose of calculating hourly overtime rate of pay the formula shall include monthly salary, premium pay (i.e. Hazardous Materials or other premium pays negotiated) and longevity. The hourly rate of pay will be determined by multiplying the Employee's monthly salary by 12 (months) and then dividing that figure by the work week figure from Section 11.1 multiplied by 52.18 (weeks). The final overtime rate of pay will be rounded to the nearest cent.

Section 12.2

- 12.2.a Overtime for 40-hour personnel shall be paid at the rate of one and one-half times their hourly rate of pay. For the purposes of calculating hourly overtime rate of pay the formula shall include monthly salary, premium pay (i.e. Hazardous Materials or other premium pays negotiated) and longevity. The hourly rate of pay will be determined by multiplying the Employee's monthly salary by 12 (months) and then dividing that figure by the work week figure from Section 11.3 multiplied by 52.18 (weeks) The final overtime rate of pay will be rounded to the nearest cent.
- 12.2.b 40-hour personnel working overtime during their normal duties are eligible for compensatory time in lieu of overtime. Compensatory time may not be earned if the employee is working overtime as defined

- in 12.2.e. Compensatory time shall accrue at one and one-half times the hours worked and shall be measured in fifteen minute increments or major fraction thereof.
- 12.2.c 40-hour personnel may bank up to 40 hours of compensatory time at any given point. If the 40 hour limit is exceeded, the additional hours above 40 will automatically be converted to overtime and paid out as soon as possible thereafter. Unless specifically waived in writing by the Fire Chief, no Employee may carry over more than 20 hours of compensatory time from October 31st to November 1st. 40 hour personnel may convert up to 40 hours of banked compensatory time into cash for their November 8th pay check. The request for such a payout must be received no later than October 15th of each year. In the event no request is received, all banked compensatory time in excess of 20 hours will be converted into a cash payout in the November 8th check. All compensatory time off shall be used or converted into cash prior to rotation back onto the line. If rotation does not happen before November 8th, cash out should happen at the first reasonable pay check.
- 12.2.d 40 hour personnel are required to track their approved overtime and compensatory time on a tracking form provided by the City. The tracking form shall be turned into their supervisor with their payroll attendance record each pay period. The employee shall designate whether they wish to be compensated in overtime or compensatory time on the tracking form. If no designation is made, overtime will be paid out in the next appropriate pay period. These hours will be entered in the payroll system and will be separately recorded on their paychecks. When an employee chooses to use Compensatory Time, the time off will be approved by the supervisor in the same manner as vacation or other similar types of leave as per Directive 3.001.
- 12.2.e Bargaining unit employees assigned to a 40-hour workweek may elect to participate in filling overtime vacancies created by line personnel. A 40-hour employee electing to participate shall be compensated at a rate consistent to line personnel Section 12.1 for the overtime shift(s) worked.

Section 12.3 Employees shall be subject to call back from off duty in an emergency. An Employee called back to duty shall be paid at the overtime rate of pay for two hours or for the actual number of hours worked, whichever is greater.

Section 12.4 Employees held over for an alarm past the termination of their regular shift will be paid overtime for those periods exceeding 15 minutes and thereafter for each 15-minute period or major fraction thereof.

Section 12.5 The City will use bargaining unit Employees for fill-in shifts when needed. Employees called to work such shifts shall be paid at the overtime rate of pay for two hours or for the actual number of hours worked, whichever is greater.

Section 12.6 Overtime will be paid for training required by the Employer if such training occurs outside regularly scheduled hours of duty. Voluntary training will not be subject to overtime pay.

Section 12.7 The Employer may utilize the Deputy Chief of Operations as the Duty Chief for short periods of fill-in while the on-duty Battalion Chief is unavailable or in the event of a need for additional command officers.

Section 12.8 Line personnel assigned as a Training Battalion Chief, Training Captain, or Fire Inspector position may be assigned to operation/line duties at an emergency scene and are eligible for call back shift work. Acceptance of call back that may affect their work schedule must be communicated to their supervisor.

SHIFT CHANGES AND ASSIGNMENTS

ARTICLE 13

Section 13.1 All employees covered by this Agreement shall receive written notice 30 calendar days in advance of inter-shift assignment and/or work schedule changes. This time limit may be waived at the discretion of the Fire Chief in the case of appointments to a promotional position within the bargaining unit and necessary shift adjustments caused by such appointment. This time limit may also be waived at other times if agreed to by the Employer and the Union.

Section 13.2 Inter-shift swaps shall be allowed on a position for position basis if direct notification is given to the on-duty Battalion Chief prior to the shift swap. For purposes of this section, "positions" shall be defined as: Battalion Chief, Company Officer, Driver, and Firefighter. Inter-shift swaps that are not position for position may be allowed under the following guidelines:

- 13.2.a The request is approved by the Battalion Chief prior to the trade.
- 13.2.b The swap does not result in any negative economic impact to the City of Kirkland.
- 13.2.c If a Firefighter/Acting Officer swaps with an Officer, the payback must occur on a day when there is an Acting Officer position available for the Officer to fill. The same shall hold true for Battalion Chiefs and Captains.
- 13.2.d Swaps that are not position for position and that have adequate coverage may be cancelled if less than 6 days notice was given and other leave requests reduce coverage.
- 13.2.e A bargaining unit member who agrees to an inter-shift swap and is subsequently unable to work shall obtain another Employee to fill the position. If no relief can be obtained, an equal amount of vacation and/or holiday time (if necessary) will be charged against that member. If the Employer must replace the individual on an overtime basis, an amount equal to one and one-half (1 1/2) times vacation and/or holiday time (if necessary) will be charged against that member. This penalty may be waived by the Fire Chief, or his designee, if the absence is caused by circumstances the Chief feels are grounds for waiver.
- 13.2.f Inter-shift swaps are not intended to be used to routinely modify an employee's regularly assigned shift. However, personnel may submit written request for approval by the Deputy Fire Chief for temporary modification of assignment due to special circumstances. It is the employee's responsibility to make up any mandatory training missed as a result of a shift swap.

Section 13.3 Kelly Day swaps will be allowed when:

- 13.3.a Approval is given by the Battalion Chief prior to the trade.
- 13.3.b The swap will not result in any economic impact to the City.

Section 13.4 The Employer has no obligation to ensure or facilitate the repayment of shift trades between employees.

Section 13.5 Special assignments shall not exceed thirty (30) days in any calendar year without negotiations and agreement of the impacts with the Union. Employees assigned to special assignments shall be given 30 days notice of such assignments unless a waiver of such notice is granted by the employee(s) assigned and the Union.

Section 13.6 Temporary assignments may be made to a 40-hour work schedule, once in a calendar year, per employee, for periods of up to 90 days only if the Employer and the Employee are in agreement. Notice of such assignments shall adhere to the provisions of Section 13.1.

SICK LEAVE

ARTICLE 14

Section 14.1 Under the terms of this collective bargaining agreement the employee is entitled to sick leave and/or other paid time off. The employer must allow an employee to use any or all of the employee's choice of sick leave or other paid time off to care for:

- 14.1.a Personal illness or physical incapacity which renders the employee unable to perform the duties of his/her position; or care for:
- 14.1.b A child of the employee with a "Health condition" that requires treatment or supervision, defined as:
 - 14.1.b.(1) Any medical condition requiring treatment or medication that the child cannot self administer; or
 - 14.1.b.(2) Any medical or mental health condition which would endanger the child's safety or recovery without the presence of a parent or guardian; or
 - 14.1.b.(3) Any condition warranting treatment or preventive health care such as physical, dental, optical or immunization services, when a parent must be present to authorize and when sick leave may otherwise be used for the employee's preventive health care; or
 - 14.1.b.(4) Any condition rendering the child "Incapable of self-care" which means that the individual requires active assistance or supervision to provide daily self-care in several of the "activities of daily living" (ADLs) or "instrumental activities of daily living" (IADLs). Activities of daily living include adaptive activities such as caring appropriately for one's grooming and hygiene, bathing, dressing, and eating. Instrumental activities of daily living include cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, using a post office, etc.
- 14.1.c Any other "immediate family" member, as defined in Article 1 of the employee who is incapable of self-care, has a serious health condition or emergency condition, defined as:
 - 14.1.c.(1) Any "Serious health condition" which means an illness, injury, impairment, or physical or mental condition that involves any period of incapacity or treatment connected with inpatient care (i.e. an overnight stay) in a hospital, hospice, or residential medical care facility, and any period of incapacity or subsequent treatment or recovery in connection with such inpatient care; or that involves continuing treatment by or under the supervision of a health care provider or a provider of health care services and which includes any period of incapacity (i.e. inability to work, attend school or perform other regular daily activities).
 - 14.1.c.(2) Any individual "Incapable of self-care" which means that the individual requires active assistance or supervision to provide daily self-care in several of the "activities of daily living" (ADLs) or "instrumental activities of daily living" (IADLs). Activities of daily living include adaptive activities such as caring appropriately for one's grooming and hygiene, bathing, dressing, and eating. Instrumental activities of daily living include cooking, cleaning,

shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, using a post office, etc.

14.1.c.(3) Any "Emergency condition" means a health condition that is a sudden, generally unexpected occurrence or set of circumstances related to one's health demanding immediate action, and is typically very short term in nature.

Others not listed may qualify for the use of sick leave with the direct written approval of the Fire Chief and such approval shall not be unreasonably withheld.

Section 14.2 This section applies to members of the bargaining unit covered under the LEOFF I Retirement System.

14.2.a Employees absent due to injury or illness shall be covered by LEOFF I pension which shall be administered by the City of Kirkland Disability Board.

14.2.b LEOFF I personnel may use up to five shifts (120 hours) annually, for the purposes provided in subsection 14.1.b and 14.1.c.

14.2.c Dependent Leave: Personnel will be granted an additional 48 hours of sick leave per occurrence for the birthing process, receiving of an adopted child, or foster care placement.

Section 14.3 This section applies to members of the bargaining unit covered under the LEOFF II Retirement System on shift.

14.3.a Upon appointment as Firefighter I, shift personnel shall have 288 hours of paid sick leave credited to him/her. If an Employee terminates during the first year of employment, any paid sick leave hours used in excess of the prorated amount of 24 hours per month shall be deducted from the Employee's final paycheck.

14.3.b Employee's sick leave with pay shall accrue at the rate of 24 hours per month beginning with the 13th month.

14.3.c Sick leave shall be cumulative to a maximum of 1440 hours.

14.3.d Any employee changing from 24-hour shift to 40-hour workweek shall use the following sick leave conversion formula:

$$\frac{\text{Employee 24-hour bank} \times 960}{1440}$$

14.3.e Dependent Leave: 48 hours of sick leave may be used per occurrence for the birthing process, the receiving of an adopted child; or foster care placement. If an Employee must leave while on duty, the hours absent will not be counted against the leave allowed in this section.

Section 14.4 This section applies to members of the bargaining unit covered under the LEOFF II Retirement System day (40-hour schedule) personnel.

14.4.a Employee with less than five years of employment shall accrue sick leave at a rate of 16 hours per month.

14.4.b Employees with more than five years of employment shall accrue sick leave at a rate of the daily work schedule per month. (i.e. 8-hour daily work schedule shall earn 8 hours per month, 9 hours work schedule earn 9 hours per month, etc.)

14.4.c Sick leave shall be cumulative to a maximum of 960 hours

14.4.d Any employee changing from 40-hour workweek to 24-hour shift shall use the following sick leave conversion formula:

$$\frac{\text{Employee 40-hour bank} \times 1440}{960}$$

14.4.e Dependent Leave: 40 hours of sick leave may be used per occurrence for the birthing process, the receiving of an adopted child, or foster care placement. If an Employee must leave while on duty, the hours absent will not be counted against the leave allowed in this section

Section 14.5 This section shall apply to all members of the Bargaining Unit covered under the LEOFF II

Retirement System

14.5.a Conversion of Sick Leave Cashout to Retiree Medical Account

Upon normal or disability retirement from the City, the employer shall make contributions into the WSCFF Employee Benefit Trust (MERP), or other IRS qualifying program designated by the Union in an amount equal to fifty percent of his/her maximum allowable shift rate sick leave. Sick leave cashout shall be converted at a rate of fifty cents (\$0.50) on the dollar, of the employee's regular rate of pay (sick leave hours x regular rate of pay x \$0.50) and shall not exceed Ten Thousand Dollars (\$10,000) in 2008, and Ten Thousand and Five Hundred Dollars (\$10,500) in 2009 and 2010. The trust fund is established in accordance with applicable federal and state laws, and the City shall contribute the monies on a pre-tax basis. The monies contributed to the trust fund shall only be used for retiree health insurance premiums or health service expenses.

14.5.b. Certification of illness or disability by a physician may be required for such leaves of three shifts or more for shift personnel and for one calendar week or more for day personnel, and may be required for shorter periods upon request by the Fire Chief. Certification shall be on a form ([LEOFF II- Return to Duty Form, w\FIRE\DISABIL\9-17-98\LP.mjd](#)) provided by the Employer and signed by a physician stating that the Employee has been sick or injured and is now able to return to work and perform the required duties.

Section 14.6 Well Child Leave

14.6.a Well Child Sick Leave may be used for the care of a newborn or adopted child or foster care placement, notwithstanding dependent leave as defined above. An employee requesting to use Sick Leave to care for a well child after birth, adoption, or foster care placement shall comply with the following rules:

1. The employee must take the leave within one year of the birth, adoption, or placement of the child.
2. Employees will not be eligible for intermittent usage of Well Child Sick Leave to care for a well child after birth, adoption, or foster care placement.
3. An employee can request up to 12 weeks of leave.
4. In order to use sick leave as noted in this section, an employee must maintain a minimum sick leave bank equal to 18 months of their accrual rate.

14.6.b The following types of leave may be used during the period of time the employee is on Well Child Sick Leave to care for a well child after birth, adoption, or foster care placement:

1. An employee must first use accrued vacation or holiday leave for up to three weeks of the Well child Leave requested.

2. At the completion of up to three weeks of Vacation Leave, an employee may use an equal amount of accrued sick leave.
3. At the completion of the three weeks of accrued sick leave, an employee may use vacation, holiday, or leave without pay for the remainder of the maximum 12 week period.

Section 14.7 Certification of Sick Leave for an “Immediate family” member (as defined in Article 1): The Fire Chief may require an Employee to certify in writing the circumstances requiring the use of Sick Leave for an “Immediate family” member.

FAMILY MEDICAL LEAVE (FMLA)

ARTICLE 15

Section 15.1 Family Medical Leave shall be governed by Article 15, the provisions of the Family Medical Leave Act of 1993 and applicable state laws:

- 15.1.a Initiation of Family Medical Leave shall be at the request of the employee and/or any time the Employer has reasonable knowledge of a qualifying event. Each time the Employer determines a potential qualifying event exists, the Employer shall notify the employee, in writing, of potential qualifying event, initiation of leave and include an informational fact sheet of statutory provisions.
- 15.1.b Certification of illness or disability of the employee by a health care provider may be required for such leaves of three shifts or more for shift personnel and for one calendar week or more for day personnel, and may be required for shorter periods upon request by the Fire Chief. Certification shall be on a form (LEOFF II- Return to Duty Form, w\FIRE\DISABIL\9-17-98\LP.mjd) provided by the Employer and signed by a health care provider stating that the Employee has been sick or injured and is now able to return to work and perform his/her required duties.
- 15.1.c In the event Family Medical Leave is initiated for an “Immediate family” member (as defined in Article 1) the Fire Chief may require an Employee to certify in writing the circumstances requiring the use of leave.

Section 15.2 Dependent leave for personnel shall be governed and prescribed by Articles 14.2.c, 14.3.e, and 14.4.e; which may be used per occurrence for the birthing process or in the receiving of an adopted child.

BEREAVEMENT LEAVE

ARTICLE 16

Section 16.1 At the request of the Employee, leave due to death in the immediate family shall be granted by the Employer. Such leave shall not exceed two shifts for any one incident. Employees notified of a death while on duty shall be immediately excused from work for the shift. Such time shall not be counted as one of the two shifts off. Any time beyond this amount required because of travel or extenuating circumstances or time requested for a

person other than specified may be granted with the approval of the Fire Chief or his/her designee, with this time being deducted from the employee's accumulated sick leave. Members of the immediate family are defined in Article 1.

Section 16.2 Employees that work a forty-hour workweek, bereavement leave shall be granted to an employee in an amount not to exceed five days per year for death in the employee's immediate family. This paid leave is not cumulative from year to year. Any time beyond this amount required because of travel or extenuating circumstances for time requested, or a person other than specified may be granted with the approval of the Fire Chief or his/her designee, with this time being deducted from the employee's accumulated sick leave.

COURT AND JURY LEAVE

ARTICLE 17

Section 17.1 Employees called to jury duty for Superior or District Court shall be granted leave for those hours the court requires them. Unless otherwise required by the court, Employees will work their normal shifts on Fridays, Saturdays, and Sundays. Employees shall also report for their assigned duties on other days when released by the court prior to 1000 hours, but shall be released from job duties at 2100 if they are scheduled for jury duty the following day.

Section 17.2 Employees on jury duty leave will receive full pay. Jury duty pay received by the Employee, while acting as a juror on their regularly scheduled duty day, shall be turned over to the City.

Section 17.3 An Employee required by Subpoena or City Directive to appear before a Court as a defendant or witness as a result of an incident that occurred during the performance of the Employee's official City duties will be excused from duty with pay for those hours the Court requires them. If the Employee is called while off duty to appear, the Employee will be paid at the overtime rate of pay. Overtime hours shall be limited to travel time from the Employee's Fire Station to the Court, the actual time the Employee is required by the Court and travel time back to the Fire Station. If overtime is submitted to the City, any fee or reimbursement received by an Employee from the Court shall be turned over to the City.

Section 17.4 Employees shall notify the Employer in writing, with documentation, within 72 hours of being called for any duty described in this Article.

Section 17.5 All Employees on the 40-hour work week shall be granted court or jury duty leave as provided in the City of Kirkland Personnel Ordinance.

L.E.O.F.F. II

ARTICLE 18

Section 18.1 The sections of this Article shall apply to those Employees under the LEOFF II Retirement System.

Section 18.2 Accumulated leave may be used to supplement on-duty disability payments received from the Department of Labor and Industries as set forth in RCW 41.04. Firefighters receiving disability payments through Workers' Compensation will receive their normal rate of pay. All Worker's Compensation checks shall be turned over to the City until all accrued leave has been exhausted. Once accrued leave has been exhausted, the employee's obligation to turn Worker's Compensation checks over to the City shall cease and the City's' obligation of salary to the employee shall be discontinued until the employee is released by the treating physician fit for duty.

Section 18.3 The City shall make a monthly payment to the Washington State Council of Firefighter's Employee Benefit Trust (MERP), or other IRS qualifying program designated by the Union, in an amount equal to \$75 per employee covered by this agreement. This Trust shall remain separate and apart from any City retiree health insurance funding program unless changed by mutual agreement of the parties to the agreement. These payments shall be included as salary for purpose of calculating retirement benefits consistent with the Washington State Department of Retirement System rules and the Internal Revenue Code.

LIGHT DUTY

ARTICLE 19

Section 19.1 When an Employee is unable to perform regular duties due to job related injury or illness, and the Employee is receiving the Employer supplement as outlined in RCW 41.04.520, the Employee may be required to perform light duty tasks within the Fire Department, subject to the approval of the treating physician.

Section 19.2 When an Employee is unable to perform regular duties due to non job-related injury or illness and appropriate alternative work, as defined by the Fire Chief, is available, the Employee may request assignment to light duty tasks within the Fire Department, subject to the approval of the treating physician.

Section 19.3 The Employer and the Employee shall confer and agree to an alternative schedule. The limit of time an Employee may be assigned to light duty due to injuries covered in this Article shall be determined by applicable statutes or at the discretion of the Fire Chief, whichever is longer.

Section 19.4 LEOFF I employees are not eligible for light duty assignments in accordance with the RCW.

HEALTH , WELLNESS AND SAFETY

ARTICLE 20

Section 20.1 Joint Health and Wellness Committee

20.1.a The City and the Union recognize the vital need of health and safety within the Fire Department. For this reason the City and the Union acknowledge and agree to meet or exceed current Safety Standards for Firefighters including infectious disease control and operational practices such as safe staffing levels and best practices for fire fighter safety. Further, the City and Union agree to meet and confer

for the purposes of bargaining any health and safety policy or practice requiring immediate implementation (such as, but not limited to HIV, Hepatitis, MRSA, or company staffing or safe practice).

20.1.b Beginning May 2008, the City and Union agree to establish a Joint Health and Wellness Committee (JHWC) that shall comprise of the Fire Chief and his designee, two representatives from the Union Executive Board and one certified peer fitness trainer jointly appointed by Labor and Management. The JHWC shall act proactively anticipating and responding to workplace hazards and shall have the responsibility to recommend changes to the collective bargaining agreement and/or operational changes for immediate implementation regarding items concerning health, wellness, and safety. Generally, the JHWC shall refer to recognized health and safety standards and best practices when recommending changes to the Labor agreement or operational policies and procedures. Widely recognized agencies for health and wellness shall be used to develop recommendations and shall include but not necessarily be limited to:

- CDC- Center for Disease Control
- IAFC- International Association of Fire Chiefs
- IAFF- International Association of Fire Fighters
- NIOSH- National Institute of Occupational Safety and Health
- USFA- United States Fire Administration
- DHS- Department of Homeland Security
- NFPA- National Fire Protection Association

Section 20.2 Occupational Exposures

20.2.a The parties recognize that infectious disease exposures to employees are a threat to the public welfare and safety. It is the goal to maximize the protection against infectious diseases for all uniformed members while providing fire, rescue, and emergency medical services to the public without regard to known or suspected diagnoses of communicable disease in any patient or victim.

The City and Union agree to recognize blood-borne and air-borne pathogens including viral and bacterial illnesses and infections (such as, but not limited to HIV, Hepatitis, TB, SARS, Influenza, and MRSA) as duty-related occupational exposures for the purpose of; providing immunizations; determining antibodies and resistance; recognizing and documenting these illnesses as occupational exposures, and agree to advocate such designation to the Department of Labor and Industries.

20.2.b In the case of a member who is occupationally exposed the City will provide for the cost of post exposure monitoring. Test results will be provided to each individual for their follow up care or treatment if necessary. Necessary records will be provided to Labor and Industry for their disposition of the case. A copy of this record will be maintained in a secured medical file in Human Resources.

20.2.c An employee, who dies from occupational exposure or from complications thereof, will receive all benefits afforded from a work-related injury or illness, within the control and authority of the City.

Section 20.3

20.3.a The City and Union agree to develop a wellness fitness initiative and be partners in pursuing funding through the budget process. The Joint Health and Wellness Committee (20.1) shall establish a department wellness fitness program that is educational and rehabilitative, and non punitive. Furthermore, it shall use the components and resources of the IAFF/IAFC Joint Labor Management Wellness/Fitness Initiative as a guideline and closely follows or meets the intent of the initiative. The program shall include:

- Candidate Physical Ability Testing (CPAT)
- Confidential Wellness Medical Physicals
- Daily Physical Fitness Program, including certified peer fitness training
- Rehabilitation and Behavioral Health as needed
- Annual Fitness Evaluation, conducted by certified peer fitness trainers

The Department wellness fitness program will be submitted in the budget process in order to seek funding to implement other aspects of the program which have a cost element.

20.3.b Pending budget approval, during the term of the Agreement, the City agrees to initiate the comprehensive wellness and medical program as provided by Washington Institute of Sports Medicine and Health. This program shall be exclusively confidential between the program administrator and the Employee, and shall include:

- Wellness Medical Physical Exam
- Individual Action Plan for overall improved Health
- Early Health Risk Identification
- Early Disease Detection
- Early intervention and Remediation

Unless otherwise recommended by Washington Institute of Sports Medicine and Health, participation shall be mandatory for all LEOFF employees in at least one wellness and medical assessment during the term of the Agreement in order to establish a “base-line” for individual and group recommendations.

Section 20.4 Respiratory Protection Policy

20.4.a This Article shall meet the statutory requirements provided under WAC 296-842 (medical evaluations) and shall be governed by the Joint Health and Wellness Committee (20.1) as provided above. The Joint Health and Wellness Committee (JHWC) shall recommend, to the Fire Chief, a licensed health care professional (LHCP) to implement and regularly administer the department’s respiratory protection program.

20.4.b All bargaining unit employees may be required to wear respiratory protection while performing their duties and, as such, shall be subject to annual medical evaluations as provided by the licensed health care professional. The employer shall provide medical evaluations for employees at no cost.

20.4.c Any specific medical findings shall be exclusively confidential between the licensed health care provider and the Employee. The licensed health care provider shall advise the Employer whether the employee is fit for duty or not fit for duty. The parties shall provide all confidentiality protections provided under the HIPAA 1996 statute.

20.4.d Subsequent medical evaluations may be required if medical signs and symptoms (such as breathing difficulties, extreme fatigue) are observed in the workplace or reported by the employee. Recommendations for re-evaluations shall be made immediately to the on-duty Battalion Chief. Any employee recommended for re-evaluation shall be immediately relieved from duty and shall remain on paid Sick Leave. The Battalion Chief shall provide a written statement and all documented finding to the Joint health and Wellness Committee (JHWC) for their review of the situation.

Section 20.5 The Union shall appoint one representative to be added as a regular member on the Fire Department Safety Committee established by Department Policy 5.101.

Section 20.6 Safe Staffing and Practices for fire ground safety: The JHWC will develop safe fire ground practices which will ensure the safe operations of personnel in fire's hazardous environment. When funding and/or resources are needed to meet safe staffing practices, the JHWC shall develop budget recommendations for the Fire Chief, which may be included in a service package request, during the City's budget process, if an immediate need exists, the city manager will be notified by the Fire Chief. The City Council has ultimate approving authority on all budget requests.

SALARIES

ARTICLE 21

Section 21.1 There will be a \$150.00 pay difference between each of the Firefighter steps starting at Firefighter 5 and working back to Firefighter 1.

Section 21.2 Upon promotion to Fire Lieutenant an Employee shall be on probation as provided by Civil Service rules and regulations. During this probationary period the Fire Lieutenant A pay grade shall be 110% of Base Pay. Upon completion of the probationary period Fire Lieutenant B pay grade shall be 115% of Base Pay.

Section 21.3 Upon promotion to Fire Captain an Employee shall be on probation as provided by Civil Service rules and regulations. During this probationary period the Fire Captain A pay grade shall be 118% of Base Pay. Upon completion of the probationary period Fire Captain B pay grade shall be 125% of Base Pay.

Section 21.4 Upon promotion to Battalion Chief an Employee shall be on probation as provided by Civil Service rules and regulations. During this probationary period the Battalion Chief A pay grade shall be 131% of Base Pay. Upon completion of the probationary period Battalion Chief B pay grade shall be 136% of Base Pay. The Battalion Chief A pay grade will also be increased by an additional 1% effective January 1, 2009 (132%) and again January 1, 2010 (133%). The Battalion Chief B pay grade will also be increased respectively by an additional 2% effective January 1, 2009 (138%) and again January 1, 2010 (140%).

Section 21.5

- 21.5.a A Firefighter who is assigned the duties of Fire Lieutenant for a minimum of six hours per 24-hour shift shall be paid the Fire Lieutenant A pay grade for the actual hours worked as a Fire Lieutenant.
- 21.5.b A Fire Captain who is assigned the duties of a Battalion Chief for a minimum of six hours per 24-hour shift shall be paid the Battalion Chief A pay grade or the actual hours worked as a Battalion Chief.

Section 21.6

- 21.6.a Effective January 1, 2008 monthly Base Pay shall be equal to the year-end 2007 monthly Base Pay plus 100% of the Seattle/Tacoma/Bremerton CPI-W percentage change from June 2006 to June 2007 which equates to 3.31%. On January 1, 2008, 1.50% market adjustment to the Base Pay will be added to the 2007 monthly Base Pay.
- 21.6.b Effective January 1, 2009, monthly Base Pay shall be equal to the year-end 2008 monthly Base Pay plus 100% of the Seattle/Tacoma/Bremerton CPI-W percentage change from June 2007 to June 2008. On January 1, 2009, a 1.50% market adjustment to the Base Pay will be added to the 2008 monthly Base Pay.
- 21.6.c Effective January 1, 2010, monthly Base Pay shall be equal to the year end 2009 monthly Base Pay plus 100% of the Seattle/Tacoma/Bremerton CPI-W percentage change from June 2008 to June 2009. On January 1, 2010, a 0.50% market adjustment to the Base Pay will be added to the 2009 monthly Base Pay.

Section 21.7 An additional two percent of Base Pay shall be awarded as compensation for Employees who are members of the Hazardous Materials Team. Payments will be rounded to the nearest whole dollar. Management retains the right to determine how many and which specific Employees shall be members of the Hazardous Materials Team. Employees shall be appointed to the team from a pool of eligible applicants from the bargaining unit. Management retains the right to reserve one position on the team for a non-bargaining unit Department representative.

Section 21.8 An additional two percent of Base Pay shall be awarded as compensation for Employees who are assigned as SCBA Specialist. Payments will be rounded to the nearest whole dollar. Management retains the right to determine how many and which specific Employees are assigned as SCBA Specialist.

Section 21.9 An additional six-percent of Base Pay shall be awarded as compensation for the Battalion Chief and the Company Officer assigned to the Training Division.

Section 21.10 Longevity

Employees shall be awarded longevity compensation according to the following table:

5 - 9 completed years of service	2% of Base Pay
10-11 completed years of service	3% of Base Pay
12-15 completed years of service	4% of Base Pay
16-19 completed years of service	5% of Base Pay
20-24 completed years of service	6% of Base Pay
25-29 completed years of service	7% of Base Pay
30+ completed years of service	10% of Base Pay

Section 21.11 Line personnel assigned to a Fire Inspector position will be awarded an additional 6% of Base pay as defined in Article 1.8.

Section 21.12 Deputy Fire Marshal will be assigned pay at an equivalent to Fire Fighter 4. Upon completion of Fire Fighter 1 certification, (s)he will be assigned pay at an equivalent to Fire Fighter 5.

Section 21.13 Fire Investigation Team members Standby

Off-duty standby assignments shall be for a fixed, predetermined period of time. Employees formally placed on off-duty standby status by the Fire Chief or Deputy Fire Chief shall be compensated on the basis of ten percent (10%) of straight time pay. If the employee is actually called back to work, the off-duty standby premium shall cease at that time. Thereafter, normal overtime rules apply. Standby time at the 10% rate shall be that defined period of off-duty time during which an employee is required by the Department to remain on pager communications or at home in a state of readiness to respond to duty. During training periods, carrying of pager will not be an assigned standby time.

VACATION

ARTICLE 22

Section 22.1 Bargaining unit Employees working the 24-hour shift shall accrue vacation at the following rates:

<u>YEARS OF EMPLOYMENT</u>	<u>MONTHLY ACCRUAL HOURS</u>	<u>ANNUAL VACATION HOURS</u>
1st - 2nd year of employment	10	120
3rd - 5th year of employment	12	144
6th - 9th year of employment	15	180
10th - 13th year of employment	19	228
14th - 17th year of employment	20.5	246
18th - 21st year of employment	22.5	270
22nd - 24th year of employment	23.5	282
25th year or more of employment	24	288

Section 22.2 Bargaining unit Employees working the 40-hour workweek shall accrue vacation at the following rates:

<u>YEARS OF EMPLOYMENT</u>	<u>MONTHLY ACCRUAL HOURS</u>	<u>ANNUAL VACATION HOURS</u>
1st - 2nd year of employment	10	120
3rd - 4th year of employment	10.33	124
5th - 7th year of employment	12	144
8th - 10th year of employment	12.66	152
11th - 13th year of employment	13.33	160
14th - 16th year of employment	14.66	176
17th - 19th year of employment	16	192
20th - 24th year of employment	17.33	208
25th year or more of employment	17.66	212

Section 22.3 Bargaining unit Employees shall accrue vacation leave monthly as outlined above. An Employee shall be eligible to utilize accrued vacation upon successful completion of six months of continuous service. Employees must receive prior approval for all vacation leave.

Section 22.4 Vacation and Holiday time for 24-hour shift personnel shall not be scheduled for less than six hours.

Section 22.5 Employees shall not be allowed to carry over more than 300 hours of vacation leave from December 31st to January 1st of the following year unless specifically authorized by the Fire Chief. Any vacation leave accrued beyond 300 hours on December 31st, will be deducted from the employee's accrued vacation bank. Deducted hours shall be reinstated after a written explanation is submitted to the Fire Chief on or before February

28th, including any reason for exceeding the limit and a plan detailing when the employee shall utilize the available leave down to an allowable level. Upon termination of employment, no payment for vacation accumulation shall exceed two times the terminated Employee's annual vacation accrual.

Section 22.6 Upon transfer from 24-hour shift to day shift an Employee's vacation time shall be converted by multiplying the vacation accumulation by eight tenths (.8). Upon transfer from day shift to the 24-hour shift an Employee's vacation time shall be converted by multiplying the vacation accumulation by one and twenty-five hundredths (1.25). If an employee is transferred to day shift for a period of four (4) months or less and does not use any accrued vacation leave while on day shift, no conversion shall take place.

Section 22.7 Employees may use vacation leave on an emergency basis to attend to family matters of an emergent nature. The leave will be deducted from an employee's vacation leave account, or holiday account if necessary. If the Employer must replace the Employee utilizing emergency leave with personnel on overtime, the amount deducted from their leave account will be at one and one-half times the hours used.

HOLIDAYS

ARTICLE 23

Section 23.1 All Employees on the 24-hour shift shall receive 120 hours off in lieu of Holidays. Holiday time will be credited to the employee on 1/1 of each calendar year. Employees hired after 1/1 shall accrue Holiday time on a prorated monthly basis. Unless specifically waived in writing by the Fire Chief, no Employee may carry over more than 24 hours from December 31st to January 1st of the following year. Those holiday hours exceeding 24 hours shall automatically be converted at the employee's regular rate of pay during the next payroll period.

Section 23.2 All Employees on the 40-hour workweek shall observe Holidays as provided in the City of Kirkland's Personnel Ordinance. The City Holiday Schedule is as follows:

<u>Holiday</u>	<u>Date to be Observed</u>
New Year's Day	January 1 st
M.L. King, Jr. Birthday	3 rd Monday of January
President's Day	3 rd Monday of February
Memorial Day	Last Monday of May
Independence Day	July 4 th
Labor Day	1 st Monday of September
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday of November
Day after Thanksgiving Day	4 th Friday of November
Half-day Christmas Eve	Last regular work day before Christmas Day
Christmas Day	December 25 th
Half-day New Year's Eve	Last regular work day before New Year's Day
One Floating Holiday	Employee's choice
Community Service Day	Employee's choice

Note: Any regular Holiday which falls on a Saturday shall be observed on the preceding Friday. Any regular holiday which falls on a Sunday shall be observed on the following Monday.

Employees covered under Section 23.1 and 23.2 shall receive respectively 10 hours and 8 hours of Community Service Day Leave. Utilization of the Community Service Day shall be for purposes of participation and volunteering for legitimate non-profit organizations, community service organizations, or public agencies. Authorization and scheduling shall be in accordance with the same procedures as a Floating Holiday.

Section 23.3 Employees covered under Section 23.1 may, at their request, receive cash compensation in lieu of holiday hours off. Requests for cash compensation shall be submitted prior to May 31st and November 15th of each year and will be included in their June 23rd and December 8th paychecks. Such request shall be in written form, specify the number of hours being converted (not to exceed 60 hours each request), and once received by administration, shall be non-revocable. Such compensation shall be at the Employee's regular hourly rate.

Section 23.4 Time off shall be scheduled consistent with the guidelines provided in Directive 3.001.

Section 23.5 Bargaining unit members who change work shifts and come under the City Personnel Ordinance for holidays shall have any unearned holiday time removed from their vacation account. Any earned but unused holiday time will be compensated for at the time of transfer. Employees using unearned holiday time prior to termination shall have a like amount deducted from their final paycheck. Accrued holiday time will be prorated at 10 hours per month when going from twenty-four (24) hour shift to forty (40) hour workweek.

MEDICAL AND DENTAL COVERAGE

ARTICLE 24

Section 24.1 The Employer shall continue to make available to non-retired employees and their eligible dependents group health and hospitalization insurance coverage and dental benefits. The Employer reserves the right to change or provide alternate insurance carriers, health maintenance organizations, or benefit levels, or to self-insure as it deems appropriate for any form or portion of insurance coverage referred to in this Article, so long as the new coverage and benefits are substantially similar to the conventional insurance as provided by the following insurance plans which predated this Agreement: AWC Regence Blue Shield—Washington Physician Service Plan A at policy levels set January 1, 2008. The 2008 prescription co-pay level is -\$4/\$15 Group Health Cooperative Co-pay Plan 1, and Washington Dental Service Plan F. Group Health coverage will include additional service co-payments: outpatient/office - \$5.00, Prescription Drugs - \$5.00, and Emergency Room - \$50.00.

For subsequent years of the Agreement, the Employer will provide either the Plan offerings of AWC Regence Plan A and Group Health Plan 1 and Dental programs as identified in the preceding paragraph or, alternatively, such other substantially similar plans as may be negotiated under the provisions of this Article.

Section 24.2 As part of the total wage package, the Employer will pay 100% of the medical premium for the employees and 100% of the dental premium for the employees and their eligible dependents and 90% of the

monthly medical premium for their dependents based on the WPS (or replacement) medical rates in effect during the term of this agreement. Any employee with a spouse, child or qualifying dependent participating in WPS shall contribute 10% of the dependent medical premium plus an additional \$25 per month. The employee's portion of medical premium costs (if any) will be deducted from the employee's paychecks.

Section 24.3 The City will provide AWC Regence Blue Shield–Washington Physician Service Plan A, Group Health Cooperative Copay 1, Washington Dental Service Plan F, and service plans at the current benefit levels and premium co-payment levels through the life of this contract.

Section 24.4 The Employer will provide vision coverage under the City policy for Employees and their eligible dependents.

Section 24.5 The Employer shall provide term life insurance for Employees with a policy value of 200 percent of their annual base salary earnings, rounded to the nearest thousand dollars of base salary earnings, and shall pay 100 percent of the total premium.

Section 24.6 The Union agrees that the City has the right to reopen Article 24 during the effective dates of this Agreement for the purposes of bargaining any changes to the medical plan which apply to all other City employees or which are mandated by law. The Union understands the City desire to keep the benefits uniform for all City employees.

Section 24.7 In the event an Employee is killed in the course of his/her official duty, the City agrees to continue to provide existing medical and dental coverage to the surviving dependents for a period of one year or until re-marriage of the surviving spouse occurs, whichever occurs first.

EDUCATION

ARTICLE 25

Section 25.1 The Employer agrees to reimburse Employees for the cost of tuition or registration for approved courses, provided, those courses are taken while the Employee is employed by the City and that the Employee completes the course and maintains a 2.5 grade point average. Reimbursement is limited to State tuition if courses are taken at private colleges or universities.

Section 25.2 Employees shall supply Human Resources, documentation of their intent to attend college courses during the next academic year, including the number of credits they expect to accrue and the projected cost of those credits by June 15th of each calendar year.

Section 25.3 Employees shall be granted time off with pay for the purpose of attending approved educational courses providing that adequate manpower is available. Once time off has been approved, Employees shall be given at least six hours notice if the approved time off is being revoked.

Section 25.4 Approved classes, for the purposes of this Article, shall mean those classes directly related toward achieving credits for a job-related AA, BA, or Masters Degree from an accredited institution.

Section 25.5 With approval, the Employer agrees to reimburse Employees for the cost of preparatory courses, materials and certification testing for ICC Fire Inspector 1, provided the certification is taken while the Employee is employed by the City of Kirkland and that the Employee completes the testing and obtains the certification.

MUNICIPAL EMPLOYEES BENEFIT TRUST

ARTICLE 26

Effective January 1, 1987, fire department Employees will become members of the Kirkland Municipal Employees Benefit Trust Fund. The initial sign-up for the individuals electing to participate will occur in December 1986 or earlier. Continuing participation in the Fund will be in accordance with the MEBT by-laws and will not be contingent upon future negotiations.

TOBACCO FREE WORK ENVIRONMENT

ARTICLE 27

The City of Kirkland shall provide a Tobacco Free environment for employees of the bargaining unit. Employees in the Bargaining Unit shall not use any tobacco products inside any City of Kirkland facility or on any Fire Department vehicle.

SUBSTANCE ABUSE POLICY

ARTICLE 28

The Employer and the Union agree to abide by the Substance Abuse Policy as signed, agreed and amended as required by the parties on August 23, 2000 or as modified by mutual agreement.

PHYSICAL FITNESS POLICY

ARTICLE 29

The Employer and the Union agree to abide by the Physical Fitness Policy outlined in Kirkland Fire Department Directive 3.016 dated December 6, 2007, or as modified and agreed upon by the Employer and the Union.

TRAINING

ARTICLE 30

Section 30.1 Assignment to the Training Division shall be made by the Fire Chief or his designee from an individual who holds the rank of Battalion Chief and from an individual who holds the rank of Captain, who's not on probation.

Section 30.2 The Chief may assign a Captain and a Battalion Chief to the Training Division on a rotating basis for periods of six months to twenty-four months. In general, it is the intent to rotate the individual through the position at approximately twenty-four month intervals. The time frames may be waived if the Employee and the Fire Chief agree.

Section 30.3 It is the intent that appointments to the Training Division will come first from those who volunteer for the position. After the completion of a 24 month rotation, the incumbent has the option of volunteering for up to an additional 24 months. The rotation shall be filled by the Captain or Battalion Chief who volunteers, that has the most time in grade and has not previously filled the position. If that does not occur, the volunteer with the most time in grade shall fill the position. While assigned to the Training Division, all benefits, seniority, and time in grade considerations will still apply.

30.3.a In the event there are no volunteers, the Fire Chief shall select a Captain or Battalion Chief with the least time in grade who has not previously been assigned at their current rank. If all Captains or Battalion Chiefs have fulfilled a previous assignment, the Fire Chief shall select the individual who has had the most time since completion of the previous assignment at their current rank.

30.3.b In the event of an assignment, if a volunteer comes forward prior to the completion of the 24 months, the volunteer shall be allowed to fill the position as long as the assigned has served at least six months and agrees.

Section 30.4 The Captain or Battalion Chief assigned to the Training Division may, at the Fire Chief's discretion, be used to fill in for Company Officers when the Officer is assigned to a training function such as Recruit Academy or special training projects.

Section 30.5 Bargaining unit Employees assigned to the Training Division shall normally be assigned a regular schedule consisting of four consecutive ten-hour days per week. Alternative schedules not exceeding forty hours per week will be allowed with the mutual agreement of the Employer, the affected Employee and the Union. The Employer may change the workweek to a five-day schedule if the Training Division is down to one person for a period expected to exceed one month or if the Employee is assigned to a Recruit Academy.

Section 30.6 Employees assigned, as an instructor at a Recruitment Academy, shall provide a timesheet for all hours worked. Those hours, which exceed a 40-hour workweek, shall be paid in compliance with Article 12.1.

Section 30.7 The City will make every effort to announce any new appointments prior to the selection of annual vacation. In the event a rotation must occur after annual vacation picks, employees who are returning to a 24 hour shift will be allowed to select annual vacation irrespective of time off availability. These employees will have up to thirty days to provide their supervisor with their selections.

FIRE PREVENTION BUREAU

ARTICLE 31

Section 31.1 Fire Inspector's typical assignment of line personnel is 36 months. Alternative assignments of line personnel may be for a period of 24 to 36 months. The alternative length of assignment is to be agreed upon by the City, Affected employee and Local 2545. Assignment shall be made, if possible on a staggered basis. This section shall not affect the Deputy Fire Marshal.

- 31.1.a To be eligible for assignment to Fire Inspector an individual must be a Kirkland Firefighter Level 4 or greater, or Kirkland Fire Lieutenant and possess the ability to obtain and maintain an ICC Fire Inspector 1 Certificate. Candidate must annually complete the mandated RFTD training.
- 31.1.b Selection process for Fire Inspector will consist of an adequate sized pool of a minimum of two (2) eligible candidates will participate in the testing process.
- 31.1.c A combination assessment center and written open book examination weighted as percentages of the total score as follows:
 - 31.1.c.(1) written examination 30%
 - 31.1.c.(2) oral interview 30%
 - 31.1.c.(3) customer dispute resolution 30%
 - 31.1.c.(4) plan review 10%
 - 31.1.c.(5) assessment center evaluators will not be employees of the City of Kirkland or the Regional Fire Training Division
 - 31.1.c.(6) notification of the examination will be per Section 5.4
- 31.1.d If no adequate sized pool of candidates exists for the position of Fire Inspector, the following will occur:
 - 31.1.d.(1) The position will open to Firefighter 3,
 - 31.1.d.(2) The incumbent Fire Inspector will be offered an extension for a period of 12 to 36 months with
 - 31.1.d.(3) An applicant meeting the minimum qualification, who volunteers may be assigned to the position.
 - 31.1.d.(4) The appointment of a firefighter meeting minimum qualifications based on least seniority for a period of 24 months may be assigned to the position.
 - 31.1.d.(5) The examination/selection process would be waived for step (2), (3), and (4).

Section 31.2 In the event a Fire Lieutenant is assigned to the Fire Inspector position, a firefighter from the current Fire Lieutenant Eligibility Register may be assigned to fill the temporarily vacant line position, as a temporary assignment to Lieutenant. The City may select from the top three candidates on the register to fill the vacancy. The assignment shall be for up to 12 months. In the event the current register expires prior to the 12 months, another candidate shall be selected from the "new" register for a period of up to 12 months.

Section 31.3 Bargaining unit Employees assigned to the Fire Prevention Bureau shall normally be assigned a regular schedule consisting of four consecutive ten-hour days per week. Alternative schedules not exceeding forty hours per week will be allowed with the mutual agreement of the Employer, the affected Employee and the Union.

Section 31.4

31.4.a Deputy Fire Marshal: Upon vacancy, the position shall be filled as a Fire Inspector, subject to the provisions provided in Article 31.

31.4.b By June 2008, the parties agree to meet and confer for the purpose of further defining supervision within the Bureau with a desired span of control that adds a supervisor when the group reaches between 3-5 personnel and a target completion date of July 2009.

Section 31.5 Fire Marshal: Upon vacancy of the current Fire Marshal incumbent, the Employer agrees to recognize the Union as the exclusive representative on matters concerning wages, hours, and working conditions for the position of Fire Marshal; and that applicants for the vacancy shall come exclusively from within the bargaining unit. By June 2008, the parties agree to meet and confer for the purpose of further defining compensation, selection process, hours and duties for the position of Fire Marshal with a target completion date of July 2009.

FIREFIGHTER PARAMEDIC

ARTICLE 32

Section 32.1 Kirkland IAFF members are eligible to apply for Paramedic positions within the City of Redmond. If selected, they will remain employees of the City of Kirkland during Paramedic school and during that time will retain their current wage and benefits.

Section 32.2 After completion of Paramedic school, the employee will be required to leave employment with the City of Kirkland, and become an employee with the City of Redmond. Upon completion of the Paramedic certification, the employee will have a six month period in which the employee has return rights. If the City of Redmond determines that the employee is not meeting the requirements of a Paramedic they shall either 1) become a Redmond Firefighter (no probation) or 2) be allowed to return to the City of Kirkland in their former position provided that they have not been terminated from employment from the City of Redmond for just cause. The employee will return to the City of Kirkland with all seniority and steps as if they had never left. Once Paramedic certification is completed and the employee has six months time as a Paramedic, the option to return to Kirkland is no longer available. Should an employee exercise the return rights under this Section, the least senior newly hired employee who is displaced by the return would have the rights prescribed under Article 7.2.

PERFORMANCE OF DUTY

ARTICLE 33

Section 33.1 The Employer and the Union shall work together to meet the proficiency requirements of the department; to provide the public with efficient and courteous service and to encourage good attendance of Employees on regular duty.

Section 33.2 Evaluations

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.

Evaluation may occur in two forms:

33.2.a All regular employees should be formally evaluated in writing by their immediate supervisor and/or department head or designee during the probationary or trial service period and at least annually (at date of hire or a common date) thereafter.

33.2.b 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.

Evaluation shall not, by itself, constitute disciplinary action – disciplinary action must be specifically identified as such, in writing, consistent with Section 33.3.

Employees will be given a copy of the 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.

Section 33.3 Discipline / Corrective Action

The Employer agrees to act in good faith in the discipline, dismissal or demotion of any regular employee and any such discipline, dismissal or demotion shall be made only for just cause.

No employee shall be discharged except for just cause. The parties recognize that just cause requires progressive discipline. Progressive discipline may include:

- oral warnings, which will be documented;
- written warnings – which may also include work performance improvement or corrective action plan for poor work performance or misconduct;
- suspension or administrative leave with or without pay;
- demotion; or
- discharge.

The intent of progressive discipline is to assist the employee with performance improvement or to correct misconduct. Both the sequencing and the steps of progressive discipline are determined on a case-by-case basis, given the nature of the problem and may result in more progressive discipline for cause.

All disciplinary actions shall be clearly identified as such in writing. The employee will be requested to sign the disciplinary action. The employee's signature thereon shall not be construed as admission of guilt or concurrence with the discipline, but rather shall be requested as an indication that they have seen and comprehend the gravity

of the disciplinary action. Employees shall have the right to review and comment on disciplinary actions in their personnel file.

A copy of all disciplinary notices shall be provided to the employee before such material is placed in their personnel file. Employees disciplined or discharged shall be entitled to utilize the grievance procedure. If, as a result of the grievance procedure utilization, just cause is not shown, personnel records shall be cleared of reference to the incident, which gave rise to the grievance.

The Employer will notify the Union in writing within three (3) working days after any notice of written warning, suspension, demotion, or discharge. The failure to provide such notice shall not affect such discharge but will extend the period within which the affected employee may file a grievance. All communication surrounding this action is to be treated as confidential and sensitive.

The Employer recognizes the right of an employee who reasonably believes that an investigatory interview with a supervisor may result in discipline to request the presence of a Union representative at such an interview. Upon request, they shall be afforded a Union representative. The Employer will delay the interview for a reasonable period of time in order to allow a Union representative an opportunity to attend. If a Union representative is not available or delay is not reasonable, the employee may request the presence of a bargaining unit witness. (Weingarten rights)

Employees shall also have a right to a notice and a determination meeting prior to any disciplinary action (except oral warning). The Employer must provide a notice and statement in writing to the employee identifying the performance violations or misconduct alleged, a finding of fact and the reasons for the proposed action. The employee shall be given an opportunity to respond to the charges in a meeting with the Employer, and shall have the right to Union representation during that meeting, upon request. (Loudermill rights)

The Employer shall endeavor to correct employee errors or misjudgments in private, with appropriate Union representation if requested by the employee.

Discipline shall be subject to the grievance procedure in this Agreement as to whether or not such action as to any post-probationary employee was for just cause. Just cause shall be established if the following has been shown by the Employer:

- 33.3.a That the Employer did forewarn employee of possible consequences of conduct;
- 33.3.b That the Employer policy, rule, or order involved reasonably related to the orderly, efficient, or safe operation of the Employer;
- 33.3.c That before administering discipline, the Employer did make an effort to discover whether employee did, in fact, violate or disobey an Employer policy or rule;
- 33.3.d That the Employer conducted its investigation objectively;
- 33.3.e That, in the investigation, the Employer did obtain evidence or proof that the employee violated such Employer policy or rule;

33.3.f That the Employer applied its rules, orders, and penalties without discrimination under the circumstances; and

33.3.g That the degree of discipline was reasonably related to the seriousness of the offense and/or the employee's record.

In order to promote a climate of labor relations that will aid in achieving and maintaining a high level of performance within the department, the Union and the Employees it represents agree that there shall be no strikes or refusals to perform official duties. Any impasse resulting from the terms set forth in this contract will be resolved in mediation or binding arbitration in accordance with Washington State Collective Bargaining Act Laws.

MEETINGS AND COMMITTEES

ARTICLE 34

Section 34.1 There shall be regular Labor and Management meetings between the Executive Board of the Union and the Administration of the Fire/Building Department. The purpose of these meetings is to discuss all matters referring to the labor agreement. Department Labor and Management meetings shall occur at least on a quarterly basis. Both parties shall have the authority to make non-binding recommendations to the Union and the City. No additional compensation or overtime shall be paid for attendance at the Labor and Management Meeting.

Section 34.2 Biannual (April and October) Executive Labor Management meetings will be held or as needed upon request by either party, and include City Management and the Local. This will be for the purpose of discussing matters of concern and maintaining the relationship between management and the Local.

Section 34.3 Local 2545 will participate with the City on a joint committee that will collaboratively work with the other City Bargaining Units to develop Citywide policies that may potentially impact wages, hours, and working conditions.

FLEXIBLE SPENDING ACCOUNTS

ARTICLE 35

Section 35.1 The City shall provide an optional Flexible Spending Account (FSA) program for qualifying expenses as allowed under the Internal Revenue Code (IRC) 129 (for dependent care) and IRC 213 (for health care expenses).

Section 35.2 On January 1 of each plan year the employer shall make a contribution in the amount of three hundred dollars (\$300) for health care expenses for any qualifying employee electing to participate. Additional contributions to the flexible spending account can be made by the employee as a payroll deduction subject to the rules and limitations contained within the Internal Revenue Code.

Section 35.3 Basic administrative program costs shall be the sole responsibility of the Employer. Optional program enhancements may be provided upon agreement between the Union and the Employer.

LIABILITY COVERAGE

ARTICLE 36

The City shall provide legal representation to an employee who is sued, where such litigation results from any alleged error or omission of such employee performed or omitted by the employee on behalf of the City in his or her capacity as an employee within the scope of his or her employment with the City.

The City shall provide insurance coverage under its self-insurance program, or any policy or policies obtained by the City in place thereof, indemnifying the employee for loss if the employee becomes legally obligated to pay for damages which result from errors or omissions of the employee performed or omitted by the employee on behalf of the City in his or her capacity as an employee and within the scope of his/her employment with the City.

The obligations of the City under this Article shall not apply to any dishonest, fraudulent, criminal, or malicious act of any employee. As express conditions of the City's obligations under this Article, the employee shall cooperate fully with the City in the defense of any such claim or suit, and the City shall have the sole and exclusive right to compromise, settle, dispose of or litigate any such claim, and shall have no obligation under this Article to pay the amount of any settlement, compromise, or judgment entered into or allowed by the employee without the City's prior written consent.

ENTIRE AGREEMENT

ARTICLE 37

Section 37.1 The agreement expressed here, in writing, constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.

Section 37.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement.

TERMS OF AGREEMENT

ARTICLE 38

The terms of this Agreement shall be in full force and effect on January 1, 2008 and, except as otherwise provided herein, this Agreement shall remain in full force and effect through December 31, 2010. Within 30 days, all current employees at time of signing shall receive retroactive compensation of all back wages and benefit increases effective January 1, 2008 to present.

Signed this _____ day of _____, 2008

City of Kirkland, Washington

International Association
of Firefighters, Local #2545

by _____
David Ramsay, City Manager

Bryan Vadney, IAFF President