

**2020 – 2023**  
**AGREEMENT**  
**By and Between**  
**CITY OF REDMOND**  
**and**  
**REDMOND FIRE FIGHTERS UNION #2829, I.A.F.F.**

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**2020 – 2023**

**AGREEMENT**

**By and Between**

**CITY OF REDMOND**

**and**

**REDMOND FIRE FIGHTERS UNION #2829, I.A.F.F.**

**PREAMBLE**

**THIS AGREEMENT** is entered into by and between the CITY OF REDMOND (hereinafter referred to as the Employer) and Local #2829, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (hereinafter referred to as the Union).

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union, and to establish standards of wages, hours and other conditions of employment.

**ARTICLE 1 RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining agent for full-time, uniformed positions within the Redmond Fire Department. The positions of the Fire Chief and Deputy Chief shall be excluded from the bargaining unit.

**ARTICLE 2 MANAGEMENT RESPONSIBILITIES**

**Section 2.1 – Enumeration.** The Union recognizes the prerogative and responsibility of the Employer to operate and manage its affairs in all respects in accordance with its lawful authority. The powers and authority which the Employer has not expressly abridged, delegated or modified by this Agreement are retained by the Employer.

Management rights and responsibilities as described above shall include the following:

- A. Directing employees,
- B. Recruiting, hiring, promoting, transferring, assigning, and retaining employees,
- C. Suspending, demoting, discharging, or taking other legitimate disciplinary actions against employees for just cause,

- D. Relieving employees from duty because of lack of work or funds, or other legitimate reasons,
- E. Maintaining the efficiency of the operations entrusted to the Employer,
- F. Controlling the department budget,
- G. Determining the methods, means, location and personnel by which operations are to be conducted, and,
- H. Taking whatever actions are necessary in emergencies to assure the proper functioning of the Department.

Provided that the exercise of the management rights and responsibilities shall not conflict with City of Redmond Civil Service Ordinances, Rules or Regulations or State Law.

**Section 2.2 – Job Duties.** It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by employees.

### **ARTICLE 3 UNION MEMBERSHIP AND DUES**

**Section 3.1 – Union Membership Dues.** The Employer agrees to deduct, once each month, dues in an amount certified to be current by the Treasurer of the Union from the pay of those employees who individually request in writing that such deductions be made. The total amount of the deductions shall be remitted each month by the Employer to the Treasurer of the Union.

**Section 3.2 – Revocation.** An Employee may revoke their authorization for deduction of dues. To do so, the Employee must submit a written notice to the Union in accordance with the Union's form, and the Union will forward the notice to Human Resources. Every effort will be made to end the deduction effective on the first pay period after the request is received by Human Resources. The City agrees to provide the Union with a copy of the payroll deduction sheet that lists the name of each Union member who has Union dues deducted from his or her paycheck, the dues amount and their monthly salary.

**Section 3.3 – Indemnification/Hold Harmless.**  
The Union shall indemnify, defend, and hold harmless the City against any claims made and any suit instituted against the City based on or relating to an Employee authorization for payment of dues or service changes equivalent to the regular Association initiation fee and monthly dues, provided the City is not negligent in its application of this Article. The Association agrees to refund to the City any amounts paid to it in error in the administration of this section upon presentation of proper evidence thereof.

**Section 3.4 – New Hire Orientation.**  
The Employer shall notify the Union of all new employees hired into the bargaining unit. The Union shall be afforded 30 minutes of the newly hired employee's regular working time during

the on-boarding process with the Redmond Fire Department. This time will be for the purposes of presenting information about Union membership, the collective bargaining agreement, and bargaining unit representation.

#### **ARTICLE 4 NON-DISCRIMINATION**

**Section 4.1 – Union Membership Status.** There shall be no discrimination, interference, restraint or coercion by the Employer or the Union against any employee for their lawful activity or inactivity on behalf of, or membership status in the Union.

**Section 4.2 – Unlawful Discrimination.** Diversity is critical to the successful partnership between the Union and the Employer. It is the recognition, respect and appreciation of all cultures and backgrounds and the fostering of the inclusion of differences between people. The parties to this Agreement agree not to tolerate discrimination or harassment based on age, race, creed, color, sex, national origin, religion, sexual orientation, membership in a registered domestic partnership, marital status, disability, genetic information, veteran's status, or any other status protected by law. The Union and the Employer will not tolerate retaliation against anyone who complains of harassment or who participates in an investigation.

**Section 4.3 – Gender.** Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

**Section 4.4 – Election of Remedies.** An employee or the Union claiming discrimination under Sections 4.1 or 4.2 shall not be entitled to a remedy under the grievance procedure in the event the employee or the Union seeks other administrative or legal remedies for the discrimination. This is providing that jurisdiction is not refused when seeking remedies outside of the grievance procedure.

#### **ARTICLE 5 UNION BUSINESS**

**Section 5.1 – Union Official Time Off.** With prior approval of their immediate supervisor, representatives of the Union shall be allowed to arrange for qualified work replacements for the purpose of administering the business of the Union. The Employer shall not be responsible for compensating any such replacement.

- A. Coverage will be provided for up to two (2) negotiating team members whose regular duty falls on a scheduled negotiation session day. Members of the negotiating team will make every attempt to secure their own coverage to minimize the overtime impact on the Department, and if unsuccessful in so doing, the Battalion Chief's office will be notified at least forty-eight (48) hours in advance of the scheduled negotiation day so that overtime coverage may be arranged.

Regarding negotiating team members' working overtime, the following will apply:

- (1) If the overtime is accepted after a negotiating session has been scheduled, then the member shall be required to find their own coverage (no payback required).
  - (2) If the negotiating session is scheduled after the overtime has been scheduled, then the department will provide coverage.
  - (3) If, per the SOGs, the member has been "mandated" to work overtime, then the department will provide coverage.
- B. With prior notice to the appropriate Deputy Chief of their division or their designee, Bargaining Unit employees shall be allowed to perform normal Union business in a manner and in areas of the department that does not interfere with the operations of the department during lunch and dinner breaks, and at other times when all assigned duties have been completed and the employees are on standby for emergency response.

**Section 5.2 – Bulletin Board Space.** The Employer shall provide bulletin board space for the use of the Union in each fire station where represented employees are assigned at a convenient location, accessible to employees.

**Section 5.3 – Visitation Rights.** Representatives of the Union shall be allowed permission to visit work locations of the employees covered by this Agreement at any reasonable time or location for the purpose of administering this Agreement or investigating possible grievances. Such visitations shall not interfere with the normal operation of the Fire Department and will be subject to the approval of the appropriate Deputy Chief of their division or their designee.

**Section 5.4 – Union Use of Employer's Equipment and Supplies.** The Union and its representatives shall not use Employer's equipment or supplies unless (i) allowed by written policies of the Employer, or (ii) the Employer's Finance Department agrees to an appropriate amount of reimbursement.

## **ARTICLE 6      RETENTION OF BENEFITS**

The Employer assures the Union that its intention in executing this Agreement is not to cancel privileges heretofore granted to employees solely because such privileges are not specifically identified in this Agreement.

## **ARTICLE 7      SAFETY/LABOR MANAGEMENT COMMITTEE**

**Section 7.1 – Safety Committee.** The Union shall appoint a minimum of two (2) members to the Safety Committee to represent Bargaining Unit employees. The Safety Committee shall consist of a minimum of four (4) members and shall meet at least once each calendar quarter or more often as agreed to discuss all matters concerning Health and Safety. The Safety Committee shall make recommendations to the Union and the Employer. The Chair



of the Department Safety Committee shall alternate between represented and non-represented positions on an annual basis.

**Section 7.2 – Labor Management Committee.** There shall be a Labor Management Committee consisting of an equal number of representatives appointed by the Union and the Employer, or such other composition as mutually agreed by the Union and the Employer. The Committee shall meet as appropriate to discuss all matters referring to the labor agreement, provided that the Committee shall meet at least quarterly. The Committee shall have the authority to make non-binding recommendations to the Union and Employer. No additional compensation or overtime shall be paid for attendance at the Labor Management Committee meetings.

## **ARTICLE 8**      **DEFINITION OF SENIORITY**

**Section 8.1 – Definitions.** As used in this Agreement the following terms shall have the meanings indicated:

- A. “Department Seniority” means the length of an employee’s Continuous Employment in the Department, measured from the date of employment in the Department. Provided, however, the date of employment in the Department of Fire Fighter – Paramedics and Medical Services Officers hired by the Department effective as of the transfer of the Medic 1 contract from Evergreen Health Care (“Evergreen”) to the City (the “Initial Medic Employees”) shall be as follows:
- For the purposes of accrual of benefits, longevity, compensation levels, and personnel reductions, the date of employment in the Department of the Initial Medic Employees shall be the employee’s date of hire by Evergreen.
- B. "Seniority in Rank" means the length of an employee's Continuous Employment in a rank in the Department (which shall include service in any higher rank) measured from the first date of employment in that rank or a higher rank in the Department.

The Paramedic Assignment Seniority list shall be determined by the following sequential criteria:

1. Paramedics will be categorized by the year the Redmond Fire Department Paramedic Student finished University of Washington Paramedic Training.
2. Paramedics will then be ranked in seniority within that categorized year based on their Date of hire by their Northeast King County Consortium Department.
3. If Consortium Department hire dates are the same, then overall Paramedic Student entrance exam score, as defined in Article 12, will be used to determine seniority.

4. Laterals hired as Paramedics from outside the Northeast King County Medic One Consortium shall be entered onto the Paramedic Assignment Seniority List based on their date of hire by the Redmond Fire Department and not the sequential order shown above.

For the purposes of determining personnel reduction in Paramedic assignment the Paramedic assignment seniority list shall be used. Members with the least seniority in assignment shall be first in reduction as Paramedic within the Redmond Fire Department. Department seniority shall be used for reduction in force from firefighter.

- C. "Continuous Employment" means a continuous period of employment in the Department that is unbroken by resignation, discharge, or service retirement. Leaves of absence, disability retirement, or military leaves shall not break Continuous Employment. Layoffs and reductions in rank pursuant to Article 9 shall not break Continuous Employment until the expiration of the period during which the employee has a right to be offered re-employment or promotion pursuant to Section 9.2 of this Agreement. Upon a break in Continuous Employment an employee shall lose all seniority.
- D. "Order" means the order of Department Seniority or Seniority in Rank arranged from the longest seniority to the shortest. If more than one (1) employee is hired or promoted on the same date, the Order of seniority shall be determined by using the following criteria:
  - (1) The Order of Department Seniority for employees hired on the same date shall be determined by the order (from the highest to lowest) of each employee's unrounded score on the Fire Fighter Civil Service exam. In the event of equal scores, the Order shall be determined by a random means, which once determined shall thereafter be established for all purposes.
  - (2) The Order of Seniority in Rank for employees promoted on the same date shall be determined by the order (from the highest to the lowest) of each employee's unrounded score on the applicable promotional exam. In the event of equal unrounded scores, the Order of Seniority in Rank shall be determined by the Order of each employee's Department Seniority.
- E. "Department" means the City of Redmond Fire Department.

**Section 8.2 – Leaves.** During the period an employee is on a leave of absence, layoff status, or military leave longer than thirty (30) consecutive days, seniority shall not accrue except as required by any applicable statutory or regulatory provisions, including RCW 38.40.060 and RCW 73.16.031 - .061 and any amendments thereto. Upon returning to work after such layoff or leave, an employee shall be granted the level of seniority accrued as of the last day prior to such leave or layoff.

**Section 8.3 – Seniority List.** The Employer shall maintain, post, and notify employees electronically when there is a change, to the current seniority list reflecting the Order of Department Seniority and Seniority in Rank. These lists, appropriately updated to reflect any new hires, promotions, terminations or other changes, shall be used whenever action based upon seniority is called for by this Agreement, and in such other cases as may be agreed by the Employer and the Union.

## **ARTICLE 9      PERSONNEL REDUCTION**

**Section 9.1 – Personnel Reduction Process.** In the event of a personnel reduction, for whatever reason, the Employer and Union agree to follow the process and procedure contained in this Article. Employees shall be laid-off in inverse Order of Seniority in Rank. Except as otherwise provided in this Section, an employee above the rank of Fire Fighter shall bump back into the highest lower rank, if any, previously held by that employee, and for which the employee remains qualified and holds the required certifications (provided that the employee shall be allowed eighteen (18) months to obtain EMT certification, at the Employer's cost for tuition and on the employee's own time), in which such employee's Seniority in Rank is greater than the Seniority in Rank of all other employees who would otherwise be in such lower rank after implementation of the personnel reduction. Battalion Chiefs who have not held the position of Captain shall bump back to the position of Captain if their Seniority in Rank is greater than all other employees who would otherwise hold the rank of Captain after implementation of the personnel reduction. Lateral entry personnel who have not held the rank of Fire Fighter in the Department shall bump back to the rank of Fire Fighter if their Department Seniority is greater than all other employees who would otherwise hold the rank of Fire Fighter after implementation of the personnel reduction. The process and procedure contained in this Article shall apply to bargaining unit members and, in addition, the non-bargaining unit members of the Department of a rank above Battalion Chief shall bump back into the last lower classification held by that individual which is included in the bargaining unit on the same basis as provided in this Article, notwithstanding the fact that the lower classification is included in the bargaining unit. Previous ranks within the Department with civilian titles shall be equated to the current successor ranks. The order of ranks within the department, from lowest to highest, shall be Fire Fighter, Fire Fighter - Paramedic, (which is an assignment, but shall be considered a rank for the purposes of this Article), Medical Services Officer, Driver/Engineer, Lieutenant, Captain, Battalion Chief, Deputy Chief, and Chief. The next lower rank for, Medical Services Administrator, and Assistant Fire Marshal and Fire Marshal shall be the last prior rank held by each incumbent in the position respectively. The steps for a personnel reduction shall be as follows:

- Step 1      **Designation by Employer.** The Employer will designate the number of employees in each rank to be laid-off by notice to the Union (the "Designation Notice") and by posting at each fire station, which notice shall specify an effective date for the personnel reduction (the "Effective Date"), which shall not be earlier than ninety (90) days from the date of the Designation Notice.
- Step 2      **Volunteers.** For a period of thirty (30) days after the Designation Notice employees in the ranks affected by the personnel reduction shall have the opportunity to voluntarily accept layoff, or reduction to a lower rank, as of the Effective Date without regard to their seniority rights. Volunteers shall be

accepted on a first-come, first-served basis. The number of volunteers shall be limited by the number of employees in each rank subject to the personnel reduction as specified in the Designation Notice.

Step 3

**Implementation.** Within forty (40) days after the Designation Notice the Employer shall deliver to the Union, and post at each station, a notice (the "Personnel Reduction Notice") which shall list (a) the layoffs and reductions in rank which will result upon implementation of the personnel reduction and the voluntary layoffs and reductions in rank; (b) the Order of all employees affected by the layoffs and reductions in rank; and (c) the Order of all employees not affected by the layoffs and reductions in rank. Any employee who believes that the Personnel Reduction Notice improperly reflects the intent of this Agreement shall provide written notice to the Employer and Union within ten (10) days after posting of the notice. The notice shall describe the basis of the employee's position, and the employee's interpretation of the proper application of this Agreement, including the identity of employees who would be affected by the different interpretation. The Employer and the Union will review the issues with all employees who would be affected. If the Employer and the Union cannot resolve the issues raised within thirty (30) days after the Personnel Reduction Notice is posted, both parties agree to submit the issue to binding arbitration on an expedited basis before a single arbitrator. A representative of the Union and Employer shall meet within five (5) calendar days to attempt to agree on an arbitrator. If the parties are unable to reach agreement at such meeting, they shall immediately request a list of seven (7) arbitrators from one of the following mutually agreed sources: Federal Mediation and Conciliation Service, or American Arbitration Association. If the parties are unable to agree on the source of the list of arbitrators, they shall request the list from the Public Employment Relations Commission. Within five (5) calendar days of receipt of the list of arbitrators, the representatives of the Employer and Union shall meet and alternately strike the names of the arbitrators on the list until only one (1) name remains. The arbitrator so selected shall hold a hearing and render his/her decision based on the interpretation and application of the provisions of this Agreement within thirty (30) days after his/her selection. All employees whose layoff or reduction in rank status might be affected by the results of the arbitration, including the possibility of being subject to layoff or reduction in rank although the employee was not included in the list of layoffs and reductions in rank in the Personnel Reduction Notice, shall have the right to appear and present their position to the arbitrator. For all issues related to the application and interpretation of this Article 9 the arbitration process in this Section shall supersede the grievance arbitration process as provided in Article 14. The agreement by the Union, and/or ruling by the arbitrator pursuant to this Section shall be binding on all employees, provided that any employee who was not designated for layoff by the Personnel Reduction Notice, but who becomes subject to layoff as a result of an agreement by the Union or the arbitrator's ruling, shall not be laid-off until Employer has provided the employee with at least thirty (30) days written notice of layoff.

Step 4 **(OPTIONAL) Amendment of Reduction.** At any time after the Designation Notice the Employer may reduce the number of employees to be laid-off by providing notice to the Union, provided however, the reduction shall not affect the time periods specified in this Article which shall continue to be measured from the Designation Notice. The Employer shall have the right to delay the Effective Date of the personnel reduction for up to sixty (60) days after the date specified in the Designation Notice.

**Section 9.2 – Re-Employment and Promotion Rights.** Employees bumped back to a lower rank shall be eligible to promote to vacancies in the previously held higher rank, or any lower rank, by Order of Seniority in Rank in that higher rank. Employees above the rank of Fire Fighter who volunteer to be laid-off pursuant to Step 2 above shall be eligible to fill vacancies in that previously held rank, or any lower rank, by Order of Seniority in Rank in that rank, during the Re-Employment Eligibility Period, as defined below. Employees laid-off, or volunteering to be laid-off pursuant to Step 2 above, shall be eligible to fill Fire Fighter vacancies, by Order of Department Seniority, during the Re-Employment Eligibility Period. In all cases, the eligible employee with the highest Seniority in Rank shall be entitled to the opening, provided that such eligible employee must be a "Qualified Employee", which for the purposes of this Section shall be defined as an individual who (a) meets the then current Fire Fighter medical standards, (b) holds the required certificate (if any) for the position being filled (provided that the employee shall be allowed eighteen (18) months to obtain EMT certification, at the Employer's cost for tuition and on the employee's own time), and (c) if the Re-Employment Offer is more than twenty-four (24) months after the Effective Date, is not determined by the Labor/Management Committee to be unqualified for the open position. Any employee re-employed or promoted pursuant to this Section who was on probation as of the Effective Date shall complete the probation period upon re-employment or promotion, without any credit for the period between the Effective Date and the first date of re-employment or promotion pursuant to this Section. "Re-Employment Eligibility Period" shall mean the five (5) year period which commences on the Effective Date. Employees offered re-employment pursuant to this Section more than twenty-four (24) months after the Effective Date shall be required to satisfactorily complete appropriate retraining as determined by the Labor/Management Committee. If the Labor/Management Committee is unable to agree on appropriate retraining either party may request arbitration of the issue in a manner consistent with Section 14.3, Step 6 of this Agreement. Employees who fail to satisfactorily complete the retraining shall be subject to termination. The employee and The Union shall have the right to grieve whether the retraining was satisfactorily completed but shall not have the right to grieve whether the retraining or Fire Fighter medical requirements are appropriate. When the Employer desires to fill a position for which an individual is entitled to re-employment if the individual is a Qualified Employee, or promotion, pursuant to this Section, the Employer shall send an offer of re-employment (subject to a subsequent determination that the employee is a Qualified Employee) or promotion, as the case may be, (the "Re-Employment Offer") via certified mail, return receipt requested, to the eligible employee at his/her last known address. If the employee fails to respond within fifteen (15) days after mailing of the offer, or rejects the offer, the employee shall have no further right to re-employment or promotion pursuant to this Section, provided that a former employee who was laid off or who voluntarily accepted layoff from a rank above Fire Fighter, shall have the right to be offered re-employment at such higher rank, or any lower rank, if he/she is a Qualified Employee and has the highest Order of Seniority in Rank in that rank of all eligible employees,

although such employee has previously failed to respond to, or rejected an offer of re-employment as a Fire Fighter. For the purposes of this Article, a former employee's last known address shall be the address appearing on the Employer's records, and may be changed by the former employee only by providing the Employer with notice of a new address by certified mail, return receipt requested.

## **ARTICLE 10     EMPLOYEE STATUS**

**Section 10.1 – Notice to Union.** The Employer shall submit written notice to the Union, of the name, job title, company, station, and effective date of actions affecting Bargaining Unit employees as follows:

- A. Appointment of new employees
- B. Promotion/Non-Disciplinary Demotion
- C. Discipline (written reprimand and above)

## **ARTICLE 11     PROMOTIONS AND VACANCIES**

**Section 11.1 – Civil Service.** All promotions and the filling of positions in the Bargaining Unit shall be made in accordance with the City of Redmond Civil Service Ordinances, Rules and Regulations, and the Washington State Civil Service Law (RCW 41.08) as they may hereafter be amended.

**Section 11.2 – Job Descriptions and Position Qualifications.** Copies or facsimiles of current job descriptions, position qualifications and testing requirements adopted by the Employer and/or Civil Service Commission shall be contained in SOG, Personnel - 021.

**Section 11.3 – Promotions.** The promotional process shall be as described in SOG Personnel - 021. If a higher-ranking candidate on the civil service eligibility list is passed over, then, upon the request of the candidate, a written explanation shall be provided by the Chief or his/her designee, of the basis for that decision.

## **ARTICLE 12     ASSIGNMENTS**

Except as provided in this Article, the Employer shall have the right to assign employees. For assignments to Training Battalion Chief, Deputy Fire Marshal<sup>1</sup>, Training Captain, Administrative Medical Services Officer, Training Lieutenant, Training Paramedic, the Hazardous Materials Team, the Fire Prevention Division, Urban Search and Rescue Team, Fire Fighter Paramedic, Lieutenant assigned to Central Purchasing Officer and other assignments that the Employer and

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<sup>1</sup> Firefighter Inspectors as of July 21, 2005 had the option of assignment as a Deputy Fire Marshal without qualifying through the assignment process outlined in this Article 12, and to be paid at the top step of the Deputy Fire Marshal pay range. The following employees elected this option: Richard Gieseke, and Stanley Noble. Of the preceding employees the following need not comply with the five (5) year minimum term of Deputy Fire Marshal assignment identified in Section F. below: Stanley Noble, and Richard Gieseke.

the Union mutually agree should be subject to this application procedure, the following provisions shall apply:

- A. Announcement/General Eligibility. The assignment to be filled and the necessary qualifications and criteria shall be announced by bulletin posted at each station in a convenient location accessible to all employees for a period of at least fourteen (14) calendar days if the position is vacant, and thirty (30) calendar days if the position is not vacant. Only regular, non-probationary employees will be eligible for assignment to Training Battalion Chief, Deputy Fire Marshal, Training Captain, Administrative Medical Services Officer, Lieutenant assigned as Central Purchasing Officer, Training Lieutenant, and Training Paramedic, and Fire Fighter Paramedic.

Fire Fighter Paramedic: Position announcement for Northeast King County Consortium (Consortium) agencies will be posted for at least sixty (60) days at all Consortium agency fire stations. The announcement will include a list of minimum requirements, qualifications, and reference reading materials pertaining to the application/testing process. Applicants shall be limited to employees of the Consortium fire departments.

- B. Qualifications/Testing. For assignments other than Fire Fighter Paramedic, in the event more than one (1) employee who meets the required qualifications and criteria submits a written application for the assignment within the period specified in Subsection A. above, the assignment, if filled, shall be filled by the eligible employee who has the highest seniority. For Deputy Fire Marshal the required qualifications shall include a pass/fail qualifications test.

Fire Fighter Paramedic: All eligible candidates will participate in a testing process. All components of the testing and interview process will be facilitated by the Redmond Fire Department's Medical Services Administrator or their designee. In the event the Training Paramedic Assignment is vacant, Labor and Management will meet to establish an agreement of who among the City's currently certified paramedics will facilitate the testing process.

The Fire Fighter Paramedic testing process shall include the following:

**WRITTEN EXAMINATION:**

- One hundred and fifty (150) question, multiple-choice exam with a two-and-a-half-hour time limit.
- Passing score = eighty percent (80%).
- Passing score must be achieved to move on to the Practical Exam

**ASSESSMENT CENTER (PRACTICAL EXAMINATION)**

- **Evaluators:** Practical examination evaluators shall consist of King County certified Paramedics and at least half of them from Redmond Fire Department Medic One. All other evaluators shall be King County UW/Harborview trained paramedics.

- **Components:** The practical examination shall have three scored components. Candidate performance will be scored while participating in EMS based scenarios, instructional training sessions, and/or written medical reports.
- **Format:** Practical examination format may include tabletop and/or hands on role play sessions.
- **Scoring:** A final practical examination score will be the composite of all three components weighted equally. Passing score = eighty percent (80%). A passing score must be achieved to move on to Interview #1.

### **INTERVIEW #1**

- Candidates will move forward into Interview #1 ranked based on their Assessment Center scores.
- The Interview Board shall consist of a minimum of six (6) and include: two (2) Redmond Fire Department Paramedics, one (1) Paramedic from another King County paramedic provider group, one (1) Redmond Fire Department Medical Services Officer and two (2) Firefighter/EMT-B from within the Consortium.
- The Redmond Fire Department Medical Services Administrator or their designee, in cooperation with Consortium Senior Staff, shall be responsible for the selection of the interview board participants. Applicants' responses will be scored on a 1-5 scale with 5 being the highest.
- Passing score = seventy percent (70%).
- A passing score must be achieved to move on to the Final Interview.

### **FINAL INTERVIEW**

- Candidates will move forward into the Final Interview ranked based on their combined score of the Assessment Center and Interview #1.
- The Final Interview Board shall consist of a minimum of four (4) and include; one (1) Senior Staff Chief level rank, from Redmond Fire Department, one (1) Senior Staff Chief level rank, from the Consortium Board, one (1) Physician; and one (1) Redmond Fire Department Medical Services Officer.
- The Redmond Fire Department Medical Services Administrator, or their designee, shall be responsible for the selection of the interview board participants. The Medical Director of Redmond Fire Department Medic One shall have discretion concerning the Physician who sits on the board.
- Applicants' responses will be scored on a 1-5 scale with 5 being the highest.
- Passing score = seventy percent (70%)
- A passing score must be achieved to move on to the final selection process, however, the Final Interview score will not affect ranking established during the Assessment Center and Interview #1.
- After interviews are complete, all applicants that have a passing score in the Final Interview will continue in the selection process. One (1) individual per available Firefighter Paramedic position will be selected for Paramedic Training based on their ranking coming into the Final Interview.



**APPEALS PROCESS:**

- The existing Local #2829 grievance process will govern any appeals. Candidates that wish to pursue an appeal to a component of the test process, and who are not members of Local #2829, will be extended the rights to the grievance process as if the candidate was a bona fide member of Local #2829.

**DEBRIEF:**

- Available for the applicants not chosen.
- Required for the applicants who are chosen.
- Required for Redmond Medics, Officers, and Senior Staff participating in the selection process.

D. Laterals

1. Fire Fighter Paramedics. Lateral candidates will be permitted to submit applications of interest when there is an insufficient number of qualified applicants for the Fire Fighter Paramedic position from the NEKC Consortium at the conclusion of the testing process, or an unexpected vacancy occurs after paramedic school begins precluding the use of the current established list. The lateral candidate pre-testing qualifications will include Paramedics who have successfully completed the University of Washington paramedic training program and are currently certified as ALS providers in Washington State. The selection process of lateral candidates will include the Assessment Center, Interview #1, and Final Interview components of the testing process previously laid out for Fire Fighter Paramedic in Article 12, Section B. When a Fire Fighter Paramedic lateral hiring list is established it will have an expiration date on January 1st of the following year.

Paramedic Assignment and Civil Service. For the purpose of hiring non-Redmond Fire Department employees who are selected as a result of the assignment process outlined in this Article 12, the Employer and Union shall agree on a Special Registry for submittal to the Civil Service Commission for final processing and hiring of the individuals selected. In the event there is an immediate need to hire lateral Fire Fighters Paramedic(s) due to unexpected attrition and no current Fire Fighter with Paramedic Qualifications eligibility list exists, the Employer and Union will agree on a Special Registry for submittal to the Civil Service Commission for final processing, and the individuals hired from the Special Registry shall be assigned as Fire Fighter Paramedics. Any list established as a Special Registry associated to the Fire Fighter Paramedic lateral hires will have an expiration date on January 1<sup>st</sup> of the following year.

Consortium Paramedic Seniority. Fire Fighters from within the NEKC Consortium Department (NEKC Department) hired as Fire Fighter Paramedics from departments other than Redmond Fire Department shall be granted seniority based on their date of hire as a professional Fire Fighter at their consortium department. This seniority shall apply as defined in Article 8.3 of the CBA.

2. Deputy Fire Marshal. If there are fewer than two (2) employees per assignment opening applying for the Deputy Fire Marshal assignment, or if fewer than two (2) employees meet the minimum requirements of the assignment, the assignment will be advertised externally in accordance with the Redmond Civil Service Rules. When an external recruitment is required, two (2) eligibility lists will be created, one internal and one external. Both lists will be valid for eighteen (18) months; however, the internal eligibility list shall be exhausted prior to utilizing the external eligibility list.
- E. Seniority for Assignments. For the purpose of assignments, seniority shall be Seniority in Rank, provided that, if the assignment is open to multiple ranks, then seniority shall be Department Seniority.
- F. Assignment Terms. An employee who has been assigned to the Training Battalion Chief, Training Captain, Administrative Medical Services Officer, Training Lieutenant, Central Purchasing Officer, or Training Paramedic assignments shall have the right either (i) to a second two (2) year term or, (ii) if no other qualified applicants apply, to extend the term in one (1) year increments. An employee other than a Battalion Chief or an employee assigned as a Deputy Fire Marshal, who has been assigned to a position pursuant to this Section for two (2) rotations, as defined by the Department for each assignment, see Subsection H. below, shall not be eligible to apply for that same assignment for a third (3rd) consecutive rotation unless no other qualified employee applies. Battalion Chiefs shall be limited to two (2) consecutive rotations regardless of whether other qualified employees apply. The minimum term of assignment as a Deputy Fire Marshal or Hazardous Materials Team shall be five (5) years. There will be no limit to the duration of the Deputy Fire Marshal assignment or Hazardous Materials Team assignment; however, employees may be reassigned at any time on the basis of staffing needs and/or fiscal restraints.

For Deputy Fire Marshals assigned to the Fire Prevention Division the following shall apply: when vacancies exist for Civil Service positions to which the employee is eligible to fill the employee shall be moved within three (3) months, provided that there is no more than one (1) transfer of the above identified Deputy Fire Marshals out of Fire Prevention per six (6) month period.

Fire Fighter Paramedic: The minimum commitment to the Fire Fighter Paramedic assignment shall be five (5) years, with the exception of an individual who is offered a promotion to a higher rank (Driver/Engineer, Lieutenant, Captain, Battalion Chief, Assistant Fire Marshal, or Fire Marshal) or elects to retire from department employment. There is not a time limit as to how long a Fire Fighter Paramedic remains in that assignment. Fire Fighter Paramedics who desire to be reassigned to the Fire Fighter or other eligible position shall provide notice to the Department by January 1 of the year prior to their desired year of reassignment. This notice is necessary to provide adequate time to select and train replacement Fire Fighter Paramedics. The reassignment will be effective no later than December 31 of the year following delivery of the notice. (Example: Notice is required by no later than January 1, 2020 for a reassignment to occur no later than December 31, 2021. Notice

given on January 2, 2020 could extend the reassignment by no later than December 31, 2022).

- G. Hazardous Materials Team/Right to Return. When, due to a change of the employee's shift or duties, an employee is removed from a Hazardous Materials Team assignment with greater than one (1) year remaining of the term of the assignment, the employee shall have the option to return to the assignment if there is a vacancy and the employee's shift and duties allow the return.
- H. Termination of Assignment. The termination of any assignment made pursuant to this Article shall be for "just cause" and shall be subject to the grievance procedure; provided however, during the initial six (6) months of any assignment made pursuant to such subsections, the Chief may return the employee to his/her prior assignment if, after consultation with the employee, the Chief, in his/her sole discretion, determines in good faith that the employee is not suited to the assignment, which determination shall not be subject to appeal through Civil Service, the grievance procedure, or grievance arbitration.
- I. Assignment Terms. For the purposes of determining the rotation applicable for each assignment listed in Subsection A, the following shall apply:
- Training Battalion Chief - two (2) years (January to December)
  - Training Captain - two (2) years (January to December)
  - Administrative Medical Services Officer – two (2) years (January to December)
  - Training Lieutenant – two (2) years (January to December)
  - Training Paramedic – two (2) years (January to December)
  - Deputy Fire Marshal – minimum of five (5) years with no maximum
  - Hazardous Materials Team – minimum of five (5) years with no maximum
  - Urban Search and Rescue - five (5) years
  - Central Purchasing Officer (Lieutenant) – three (3) years (January to December)

The rotation of the Training Battalion Chief and the Training Captain will be staggered to avoid both assignments being rotated within the same year.

For the purpose of determining the end of an appointment term, the appointment periods for the Training Battalion Chief, Training Captain, Administrative Medical Services Officer, Training Lieutenant, Training Paramedic, Deputy Fire Marshal and Central Purchasing Officer will be rounded to the nearest six (6) months. For example, an appointment of the Training Captain on June 30 will relate back to January of that year for the purpose of determining the end of the appointment term, and an appointment on July 1 will relate forward to January 1 of the following year for the same purpose.

- J. Modification of Assignments. It shall be the intent of this Article to establish time duration requirements for the assignments noted in Subsection I. However, both

- parties recognize that on occasion the need to temporarily modify an assignment may arise. In such case(s), both parties will mutually agree to the necessary length to which the modification shall be made. Employer shall not unilaterally extend an appointment except due to extenuating circumstances. Based on operational needs, the employee serving in these assignments may be reassigned to twenty-four (24) hour shift work periodically during the assignment, or as necessary the assignment may be suspended at any time. Assignment time spent in suspension shall not affect the expiration date of the assignment term.
- K. Urban Search and Rescue/Qualifications and Criteria. The necessary qualifications and criteria for assignment to and composition of the Urban Search and Rescue Team shall include the minimum qualifications established by the Urban Search and Rescue Regional Team. Notwithstanding the terms of Article 12, Section C. above, if there is more than one (1) applicant for the Urban Search and Rescue Team meeting the qualifications required by the Urban Search and Rescue Team, the assignment shall be based on Department Seniority.
- L. Deputy Fire Marshal Qualifications. The necessary qualifications for assignment to Deputy Fire Marshal shall be a minimum two (2) year non-probationary bargaining unit employee.
- M. Deputy Fire Marshal Training/Certification. Training and certification will be obtained as expeditiously as possible and must be completed within two (2) years from the date of assignment as a Deputy Fire Marshal. Failure to obtain required certifications within the specified time period will result in reassignment, provided that the Employer may allow more than two (2) years for an employee to obtain the required certifications due to scheduling restraints or other limitations of the availability of training classes or certification testing opportunities.
- N. Deputy Fire Marshal Salary. The salary range for the DFM assignment shall be the same as Lieutenant. At the time of initial assignment, the employee will be placed at the lowest Lieutenant pay step that provides a minimum of seven percent (7%) increase from the employee's then current salary. Employees leaving the assignment and returning for subsequent assignments to DFM shall be returned to the pay step from which they transferred.
- O. Consecutive Assignments. No employee covered by this agreement shall be required to serve in consecutive non-line assignments.

## **ARTICLE 13     DISCIPLINE**

**Section 13.1 – Employees Covered.** All employees identified within "Article 1 - Recognition" of this contract shall receive the full benefit and protection of this Article. Probationary employees shall be subject to the limitations contained in Section 13.3 - Process and Procedures.

**Section 13.2 – Scope of Discipline.** Suspension and non-probationary discharge shall be for just cause.

**Section 13.3 – Process and Procedures.** Prior to the imposition of discipline other than oral warnings, an employee shall be provided a copy of the alleged violation charged and informed of their right to meet with the Chief or their designee (provided however, the designee shall be of a higher rank than the officer responsible for discharging the discipline) to discuss the alleged violation, to review documents upon which the Employer depends as proof of the alleged violation, and to have a representative of the Union present during the meeting. The employee shall request this meeting and/or the opportunity to review documents within forty-eight (48) hours of the notice.

When an investigation occurs, the employee shall receive an update from the City every thirty (30) days on the status of the investigation, until the investigation is concluded. If the employee wants a status update during the thirty (30) days, the Union can request an update from the City at any time.

This shall not prevent the Employer from suspending the employee from all further duties pending the final decision as to the appropriate discipline or the overturning of said discipline by the appropriate authorities.

At the request of the employee or the Employer all discipline other than oral warnings shall be subject to the Disciplinary Review board procedure as established in the Rules and Regulations.

Documentation of oral warnings shall be maintained in the supervisor's file and will include the date and subject matter (i.e., an explanation of the violations and a clear description of the corrective actions required on the part of the employee). Any documentation made by the supervisor shall be purged from all records after a period of one (1) year.

Prior to termination of a probationary employee the Employer shall allow the Disciplinary Review Board two (2) weeks to review the evidence relating to the proposed action as outlined in the Rules and Regulations. The Employer shall have the right to suspend the employee, with pay, during the two (2) week period. The Disciplinary Review Board may make a recommendation to the Employer within the two (2) week period regarding the probationary employee's status. The Employer shall retain the final decision-making authority concerning the employee's status, with no right by the employee or Union to appeal through the grievance procedure or Civil Service. The probationary employee may request, in writing, that the Disciplinary Review Board not conduct a review.

**Section 13.4 – Copy of Charges.** The employee shall be entitled, upon their request, a copy of the alleged violation or charges, if any, and a Union representative present at any meeting held with the employee to discuss potential disciplinary action.

**Section 13.5 – Removal of Notice of Suspension**  
An employee may request that the Fire Chief remove a disciplinary suspension that has been in the employee's file for at least seven years. Any such request must be in writing, must attach a copy of the notice of suspension, and must state the grounds upon which removal is requested.

The Fire Chief has sole discretion as to whether the employee's request shall be granted. If the Fire Chief denies the employee's request, that decision is not subject to grievance, civil service appeal, suit, review by the Disciplinary Review Board, or any other process which otherwise might be available to either the employee or the Union. If the Fire Chief grants the employee's request, the Fire Chief will notify the Human Resources Director that the disciplinary suspension should be removed from the employee's personnel file.

## **ARTICLE 14     GRIEVANCE PROCEDURES**

**Section 14.1 – Definition of Grievance.** A "grievance" is defined as an alleged violation of the terms of this Agreement.

**Section 14.2 – Aggrieved Party.** The Union has the right, as exclusive bargaining representative, to file grievances on behalf of the individually aggrieved employees as well as to itself file grievances as the aggrieved party when acting on behalf of the bargaining unit collectively. The Union, not an individual bargaining unit member, has exclusive authority to determine whether to file a grievance.

**Section 14.3 – Grievance Procedure.** Grievances shall be handled in the following manner:

- Step 1     The aggrieved employee shall submit in writing to the Union President and/or Vice President all known relevant facts pertaining to the alleged grievance on the Grievance Form. The Union Grievance Committee, upon receiving a thorough and complete Grievance Form submitted by the employee to the Union President and/or Vice President, shall determine if a grievance exists within fourteen (14) calendar days. Based on the Grievance Committee ruling and the pertinent information surrounding the situation the Union Executive Board will decide whether to pursue further action. Within seven (7) calendar days of the Union Executive Board's decision to submit a grievance, the Union shall submit the grievance on the Grievance Form with Step One completed and present it to the employee's immediate supervisor. If any of these timelines mentioned above cannot be met, the Chief or his/her designee shall be notified.
- Step 2     Grievances must be presented by the Union to the affected employee's immediate supervisor no more than thirty (30) calendar days after the date the affected employee becomes aware of the alleged violation. In no event shall a grievance be presented more than ninety (90) days after the occurrence of the alleged violation.

Within seven (7) calendar days of receipt of the grievance, the employee's immediate supervisor and the affected employee and the Union shall meet and discuss the grievance in an effort to resolve it. Within seven (7) calendar days following this meeting, the supervisor shall provide the Union with a written response to the grievance. If the employee's immediate supervisor is a company officer, the immediate supervisor must obtain approval from his/her Battalion Chief and the Deputy Chief prior to providing the Union with the written grievance response.

- Step 3 If the Union decides that the grievance was not satisfactorily resolved at Step 2, the Union may advance the grievance to the Fire Chief. To advance the grievance the Union must, within fourteen (14) calendar days after receiving the immediate supervisor's Step 2 grievance response, provide the Fire Chief with written notice it is advancing the grievance.

Within fourteen (14) calendar days after receiving the Union's Step 3 notice to the Chief, the Chief (or the Chief's designee) shall meet with the affected employee and the Union to discuss the grievance. The parties shall discuss the merits of the grievance and explore possible resolution. Within fourteen (14) calendar days following this meeting, the Chief (or the Chief's designee) shall provide the Union with a written response.

- Step 4 If the Union decides that the grievance was not satisfactorily resolved at Step 3, the Union may advance the grievance to the Mayor. To advance the grievance, the Union must, within fourteen (14) calendar days after receiving the Fire Chief's Step 3 grievance response, provide the Mayor with written notice it is advancing the grievance.

Within fourteen calendar days after receiving the Union's Step 4 notice to the Mayor, the Mayor (or the Mayor's designee) shall meet with the Union to discuss the grievance. The parties shall discuss the merits of the grievance and explore possible resolution. Within fourteen (14) calendar days following this meeting, the Mayor (or the Mayor's designee) shall provide the Union with a written response.

- Step 5 (OPTIONAL): If the grievance is not settled satisfactorily, the Union and Employer may mutually agree within fourteen (14) calendar days to submit the grievance to mediation. The two (2) parties will then have another fourteen (14) days to agree upon a mediator drawn from a panel of neutrals formally trained in grievance mediation.

The mediator will attempt to assure all necessary facts and considerations are revealed to him or her but will not have authority to compel resolution of the grievance. Further, the parties will not be limited solely to the facts and considerations they presented at earlier steps in the grievance procedure. No transcript or record of the mediation conference will be made, nor will formal rules of evidence be followed.

If no settlement is reached in mediation, the grievance may be appealed to arbitration in accordance with Step 5 of this grievance procedure. In this case, the mediator may not serve as arbitrator, nor may either party reference the fact that a mediation conference was held or not held. Nothing said or done by the mediator may be referenced or introduced into evidence at the arbitration hearing and nothing said or done by either party for the first time in mediation may be used against it in arbitration.

The cost of the mediator will be borne equally by both parties.

Step 6 If the Union decides that the grievance was not satisfactorily resolved at Step 4 or optional Step 5, the Union may advance the grievance to arbitration. To do so, the Union must provide written notice to the Fire Chief of its intent to advance the grievance to arbitration. The written notice must be received by the Fire Chief within fourteen (14) calendar days of the Mayor's Step 4 written decision or, if mediation was pursued under Step 5, within fourteen (14) calendar days of the date the Step 5 mediation concludes.

Within ten (10) calendar days of the Union's written notice to the Fire Chief of its intent to advance the grievance to arbitration, a representative of the Union and of the Employer shall meet in an effort to jointly select an arbitrator. If unable to agree on an arbitrator, the parties shall request a list of seven (7) arbitrators from the Public Employment Relations Commission. Within ten (10) calendar days of receipt of the list of arbitrators, the representatives of the Union and of the Employer shall meet and alternatively strike names from the list of seven arbitrators until only one (1) remains.

The arbitrator shall submit, in writing, his or her decision within thirty (30) days following the close of the arbitration hearing or the submission of closing briefs by the parties, whichever is later, unless the parties agree to an extension. The arbitrator's decision rendered shall be final and binding on the parties.

The parties will share equally all costs and fees of the arbitrator. Each party shall be responsible for all costs and attorney's fees associated with its own representation.

Extension of the above time limits or waiver of any step may be accomplished through mutual written consent of both parties.

## **ARTICLE 15**     **RULES AND REGULATIONS**

**Section 15.1 – General.** The Union agrees that its members shall comply with all Rules and Regulations of the Redmond Fire Department, including those relating to conduct and work performance. The Employer agrees that improper application of the Rules and Regulations which affect working conditions and performance shall be subject to the grievance procedure. Prior to implementing new rules, or changes in rules, the Employer shall discuss the proposed changes with the Union.

**Section 15.2 – Modifications.** Unless otherwise agreed, prior to modifying (a) Department Rules and Regulations or Standard Operating Guidelines (SOG's), (b) Civil Service Rules, or (c) the City of Redmond Personnel Manual, which modifications affect wages, hours or working conditions of bargaining unit employees: (1) Employer shall notify the President of the Union in writing thirty (30) calendar days before any such modification; (2) Employer shall meet and confer upon written request of the Union, at a mutually convenient time, and within the thirty (30) calendar day notice period to discuss the proposed changes; (3) each party shall keep minutes of those meetings which shall be maintained as fire department records. The Union agrees to provide Employer with a current list of officers.



After the thirty (30) day notice period the modifications not in conflict with this Agreement may be implemented by Employer. If any modified Rules and Regulations and/or SOG's which affect wages, hours or working conditions have not been through the above described process, the modifications shall be considered null and void, until the process contained herein is followed. Modifications to the requirements described above can be made through the mutual consent of both parties.

## **ARTICLE 16     SALARIES**

The salary schedule and pay plan of the employee classifications covered by this Agreement is set out and attached as Appendix A, which shall form a part of, and be subject to, all the provisions of this Agreement.

## **ARTICLE 17     BASIC RATE OF PAY**

**Section 17.1 – Calculation.** The basic rate of pay shall be equal to the monthly salary plus other regular monthly compensation required to be included for the calculation of the overtime rate of pay by the Federal Fair Labor Standards Act, multiplied by twelve (12) to obtain the annual salary, then divided by (a) two thousand five hundred thirty eight (2,538) hours for the basic rate of pay applicable to shift personnel, and all other employees while working relief shifts; and (b) two thousand eighty hours (2080) for the basic rate of pay applicable to forty (40) hour personnel.

### **Section 17.2 – Out of Class (Acting) Pay**

A. **Initiation:** Out of class pay shall be initiated as follows:

- a. With the exception of acting station Captains, employees assigned to a shift in a higher classification in excess of four (4) consecutive hours shall be compensated as provided in Subsection C. below for each consecutive hour worked in that classification.
- b. For the purposes of an acting station Captain, the out of class pay will be initiated when the station Captain is on leave or assigned to another position for more than two (2) consecutive shifts. Out of class pay as the acting station Captain(s), when station Captain duties are performed, will then be retroactive to the first consecutive shift of acting as the station Captain and will not exceed the number of shifts that the station Captain is absent.
- c. Employees assigned to a higher classification with a forty (40) hour workweek schedule in excess of forty (40) consecutive work hours shall be compensated as provided in Subsection C below. The out of classification pay shall be retroactive to the beginning of the forty (40) hour period.
- d. Procedures for filling acting out of classification assignments shall be outlined in SOG Personnel - 004.

B. **Use of Acting.** In order to create capacity and reduce overtime, management has the authority to approve acting out of classification two ranks up. Acting out of

classification is a way of saving on overtime costs. Acting out of classification will be used to save on overtime; however, acting out of classification which will cause overtime in a lower rank will not be approved. In such situations the need will be filled by calling back an employee of the rank needed at the overtime rate.

C. Rates for Out of Class Pay. The rates for out of class pay shall be:

**Effective 1-1-20 through 12-31-20:**

Rate A: Employees acting as Lieutenant, Captain, Medical Services Officer, or Assistant Fire Marshal

Rate B: Shift Captain acting as Battalion Chief and forty (40) hour work week employees acting in positions as Fire Marshal, Training Battalion Chief

Rate C: Firefighter acting as Driver/Engineer

Rate D: When acting two ranks up - Firefighter acting as Lieutenant (double Rate A)

Rate E: When acting two ranks up – Lieutenant acting as Battalion Chief (Rate A + Rate B)

The amounts for each rate shall be as provided in Appendix A., Section A.11.

**Effective January 1, 2021:**

Class Pay rates shall be set forth in Appendix A, Section A.11. As of 1-1-21, Out of Class Pay shall be calculated using the hourly rate difference between the top step of the position the employee is in (regardless of the actual step that employee is in) to the bottom step of the position the employee is working out of class in. Out of Class Pay rates shall be updated on January 1<sup>st</sup> of each year when the new pay plan becomes effective

**Section 17.3 – No Pyramiding.** Notwithstanding any other provision of this Agreement, premium, working out of classification and overtime pay shall not be duplicated or pyramided. Premium and overtime pay shall be based on the employee's base salary; provided however, an employee working out of class shall receive the out of class pay as provided in Section 17.2 in addition to any overtime pay the employee is entitled to receive pursuant to this Agreement.

## **ARTICLE 18**     **OVERTIME, CALLBACK AND PROFESSIONAL LEAVE**

**Section 18.1 – Overtime and Callback.** Overtime and callback shall be governed by the most current revision of SOG, Procedures - 014 which, notwithstanding the provisions of Article 15, shall not be revised without the mutual written consent of the Union and Employer.

**Section 18.2 – Professional Leave.** Except as otherwise specifically provided in SOG Procedures-014, the Medical Services Administrator, Training Battalion Chief, and Fire Marshal are not entitled to overtime pursuant to this Agreement, but are afforded greater flexibility with regard to their workday. Further, in recognition of the additional hours worked by such employees from time to time beyond their standard workweek, at the beginning of each calendar year such employees shall automatically be credited with forty-eight (48) hours of professional leave. Professional leave is intended to be used for occasional paid days off without reducing an employee's accrued vacation. Use of professional leave must be approved by an individual's supervisor. Any professional leave not used during the course of a calendar year shall be forfeited. Unused professional leave shall not be paid to an employee upon resignation or termination.

## **ARTICLE 19**     **HOURS OF WORK**

### **Section 19.1 -Workweek and Work Period.**

- A. The workweek for employees assigned to a five (5) day workweek or any variation thereof shall be forty (40) hours.
- B. The work period for twenty-four (24) hour shift employees shall be a nineteen (19) day work period. In recognition of the overtime threshold established by the Fair Labor Standards Act, 29 U.S.C. 201 et seq. (hereinafter "FLSA"), hours worked on an employee's assigned shift that exceed one hundred and forty four (144) in any 19 day work period will be deemed FLSA overtime hours and compensated at time and one half at the employee's basic rate of pay for overtime.

While assigned to 24-hour shift work, an employee's assigned workdays and days off duty will fall into groups of 19 consecutive days referred to as a work period. Work periods will continuously repeat. This group of repeating work periods will form a work cycle.

To keep work periods at the FLSA threshold of 144 hours, every employee working the three platoon 48/96 schedule will be assigned forty-eight (48) hours off duty every 114 days. This 48-hour block of time is referred to as a work cycle break (WCB) and occurs on the last day of one work period, and on the first day of the next work period.

Example of how the 48/96 schedule pattern flows through the 19-day cycle

DAY	DAY	DAY	DAY	DAY	DAY	DAY	DAY	DAY	DAY	DAY	DAY	DAY	DAY	DAY	DAY	DAY	DAY	DAY	HRS
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	

24	24					24	24					24	24					WCB	144	
WCB						24	24						24	24				24	24	144
					24	24						24	24					24	24	144
				24	24							24	24					24	24	144
				24	24							24	24					24	24	144
		24	24								24	24						24	24	144
	24	24									24	24						24	24	144
WORK CYCLE BREAKS (WCB) REPEAT EVERY 114 DAYS																				
24	24						24	24						24	24				WCB	

To distribute WCBs as evenly as possible on the master time off schedule, each employee will be assigned to one of nineteen work cycles (WC1 through WC19). Each of the nineteen work cycles will have starting days that stagger, one day apart. The staggered start days allow for each cycle's required break time to also stagger. This creates a daily distribution of the required WCB time for each 24-hour shift.

When an employee changes work cycles after annual time off selection, another employee may have scheduled time off in a 48-hour block of time that is needed for the new cycle's break. In this circumstance, to keep from exceeding the daily maximum allowed off-duty, the employer may need to schedule the break as two single 24-hour days. These 24-hour single days are still required to occur in the appropriate 19-day work period to keep hours at 144.

Like time off accommodations due to involuntary shift transfers may also be used to satisfy FLSA work period hour requirements. If the accommodations reduce work period hours to 144, then for the affected periods, the employer will designate the like time as the required work cycle break. In this case the employee may be scheduled to work on the regular work cycle break assigned to the work cycle.

During times when December 23 and 24 are scheduled as singles, if an employee's work period hours will exceed 144, they will need to utilize Section 19.6 to work on their assigned shift. Employees utilizing Section 19.6 for this purpose will remain on the 48/96 schedule and record their time accurately to avoid exceeding 144 hours in their work period.

The Battalion Chief's office will maintain all work cycle records such as a master roster of assignments, transfer records, like time accommodations, and a master file of all work cycles, and their associated work cycle breaks, all of which may be electronic records.

**Daylight Savings Time.** Employees who work a longer shift when the clocks are moved back one hour to Standard Time in the fall will be paid for the time in excess of the employee's normal workday at the overtime rate of pay. Employees who work shorter shifts when the clocks are moved forward to Daylight Savings Time in the spring will have the option of choosing to work an additional hour so that the employee works a full shift, or to use one hour of paid time off (e.g. vacation, but not sick), at the employee's discretion. Seven (7) days advance notice must be provided

to the employee's supervisor if the employee is going to elect to work the hour in lieu of using paid time off.

**Section 19.2 - Annual Hour Reduction (AHR) Time.** AHR time reduces the annual hours of work and establishes an average workweek of 48.64 hours. AHR time is required to be taken off when assigned to 24-hour shift work and consists of Work Cycle Break days and Kelly days. Employees scheduled to work the full calendar year will take a total of 16 AHR days off for the year. Interruptions to the 24-hour work schedule that assign the employee to a 40-hour work week will reduce the annual AHR time amount, see Section 19.9.

- A. Annually in November, each employee will be issued their assigned work cycle. This notification will confirm the employee's assigned FLSA work cycle number, the associated work cycle breaks, and the amount of Kelly days available for annual time off scheduling.
- B. The portion of AHR time designated as Work Cycle Break days shall be pre-determined by the employee's assigned work cycle. After annual time off selection is complete any exchanging of Work Cycle Break days between employees shall be considered as substitutions under Section 19.6.
- C. The portion of AHR time designated as Kelly days depends upon on the amount of Work Cycle Break days an employee has assigned for the calendar year, and will be determined by the following formula:  
  
$$16 \text{ minus WCB days} = \text{Kelly days available for the calendar year}$$
- D. All scheduling of Kelly days shall be subject to Section 23.3, with the exception of "G" below.
- E. Kelly days shall be taken off in increments of twenty-four (24) hours. In the event an employee finds they have an amount of Kelly time under twenty-four (24) hours, the partial day may be combined with vacation or holiday leave to create a twenty-four (24) hour period.
- F. To provide for predictability and minimize the administrative impact associated with changing an employee's assigned work cycle, once the work cycle number is assigned to the employee, the employee will stay assigned to the same work cycle. If the employer determines an employee needs to change to a new work cycle, the employee will be notified of the following:

The reason for the change to a new work cycle, their last workday on the old shift and their first workday on the new shift

The last date they will be assigned to the old work cycle, this may or may not be a workday

The first date they will be assigned to the new work cycle, this may or may not be a workday

Their scheduled work period hours on the old cycle for the last 19-day work period, this needs to be 144 hours or less to avoid overtime

Their scheduled work period hours on the new cycle for the first 19-day work period, this needs to be 144 hours or less to avoid overtime

When an employee's work cycle needs to change, they will be transferred into an "unassigned" work cycle. Once an employee vacates their previously assigned work cycle it shall become an unassigned cycle. The employer will designate unassigned work cycles each year at the time of work cycle notification.

- G. When a 24-hour shift employee does not work a full calendar year on shift work they will have their AHR time reduced to reflect the number of days not assigned to 24-hour shift work. The calculation per day and reconciliation methods can be found in Section 19.9. In the event that a work cycle break is required but the employee does not have an adequate amount of AHR time the employee will have the time debited from their vacation or holiday banks.
- H. The parties acknowledge that where an employee has taken sick or other leave during a work period the reduction of work period hours could affect overtime eligibility under the FLSA. In consideration of the agreement of the Union and each and every member thereof to accept AHR time in lieu of compensatory time off in accordance with-past practice, the Employer agrees to a continuance of overtime eligibility on the basis of scheduled hours of work rather than hours of actual work.
- I. Personnel assigned alternative work pursuant to Section 19.4 shall have their AHR time evaluated per Section 19.9 and adjusted accordingly.
- J. Upon separation from employment, the 24-hour shift employee's partial year will be evaluated per Section 19.9. If the employee is found to have used excess AHR time during the partial year, the employer shall deduct from the final pay the amount equal to any excess AHR time. If the employee has used less AHR time than the amount needed to fulfill the 48.64 workweek, the employee shall be compensated for the extra time worked at a rate equal to the regular rate of pay prior to separation, or when possible, the employer may require the employee to take the additional time off prior to separation.
- K. The parties acknowledge that work cycle breaks are required to eliminate the risk of incurring FLSA overtime related to the employee's assigned shift and scheduled hours in each work period. Work cycle breaks keep work period hours at 144 and establish the FLSA 53-hour average work week.

- L. It is the intent of this Article to provide for a reduction in the workweek to 48.64, irrespective of any legislative action which may modify or eliminate the current FLSA

**Section 19.3 - Hours of Work.** With the exception of twenty-four (24) hour Battalion Chiefs and Medical Service Officers for whom the shift change shall be seven a.m. (0700 hours), the shift change for all other twenty-four (24) hour employees shall be eight a.m. (0800 hours). Employees assigned to the forty (40) hour workweeks shall normally work Monday through Friday, eight a.m. (0800 hours) to five p.m. (1700 hours), with one (1) hour off for lunch. When an employee's regular duties or special assignment require or so long as otherwise mutually agreed between Employer and employee, and subject to the exceptions noted in Section 19.1.C., the forty (40) hour workweek schedule may be adjusted.

**Section 19.4 - Alternative Work.** When an employee is unable to perform their regular duties due to injury or illness and appropriate alternative work is available, the employee may be so assigned, provided however, incentive pay as provided in Appendix A, Section A.2.3 shall not apply to such employees.

**Section 19.5 - Recruit or Special Training.** Employees assigned to a forty (40) hour workweek for recruit or special training programs and who are required to attend training sessions in excess of forty (40) hours per week shall be compensated at the overtime rate for such excess hours.

**Section 19.6 - Shifts Trades.** Employees assigned to twenty-four (24) hour shifts shall have the privilege of shift trades. Shift trades shall be considered as substitutions under the FLSA 29 U.S.C. 207(p), and the Employer shall have no obligation to keep records of such trade or to revise hours of work to reflect the substitution. Shift trade requests made less than 30 days in advance of the trade, shall require the employee's supervisor's approval. The supervisor shall have five (5) day to review and respond to the employee's request. Shift trades made more than 30 days in advance require notification to the employee's supervisor and the shift schedulers.

Following a disciplinary ruling, the Fire Chief or designee may suspend an employee's ability to make new trade requests for a determined amount of time. Previously agreed upon shift trades will still be honored.

Shift trades shall not be used to extend any combination of vacation, holiday leave, or other leaves beyond three (3) sets for probationary employees, or eight (8) sets for other employees. Exceptions can be made to the above time limitations in the event the trades are made due to extended illnesses or injuries to the employee or family members. It shall not be the intent of this Section to permit personnel to trade shifts for dates which, at the time the trade would be made, the employee already knows or should know that they cannot pay back the trade (i.e. pre-scheduled surgery). It is the responsibility of each employee who enters into a shift trade to work their agreed shift. If an employee is unable to work the agreed shift trade and knows more than thirty (30) days in advance, then it is the responsibility of the person originally working that date to find new coverage. If an employee is unable to work the agreed shift trade and the shift trade is thirty (30) days or less in the future, it will be the responsibility of the person who is unable to work the trade to find coverage on behalf of the originally scheduled person.

**Section 19.7 - Work Day.** Schools, drills, inspections, and all other routine work may be performed beginning at eight a.m. (8:00); ending no later than eight p.m. (8:00). The hours between 8:00 p.m. and 8:00 a.m. shall be considered standby time for the purpose of emergency response. One night drill per quarter and necessary maintenance to apparatus and equipment so it is in a readiness state may be performed outside the routine work schedule. Night drills shall be concluded by no later than ten p.m. (10:00) or two (2) hours after nightfall, whichever is later.

**Section 19.8 - Late for Work.** This Section governs the process for individuals to cover assigned positions at the beginning of shifts due to unforeseeable delays in reporting for work. The following procedures will be used for the situation as stated above:

- (1) Unforeseeable situation occurs which will cause employee to be late in reporting to work at assigned time
- (2) Employee reports situation to supervisor, unless employee has no possible access to a telephone
- (3) The employee will attempt to arrange for emergency standby coverage necessary to fill the vacancy with a qualified person
- (4) If the employee is unable to arrange an appropriate standby, the employee may be subject to disciplinary action based on the specific circumstances present

**Section 19.9 - Conversion of Benefits.** The following conversion of benefits shall be used when an employee goes from a forty-eight and 6/10 (48.6) hour week ("24-Hour Shift") to a forty (40) hour week ("40-Hour Week") or from a 40-Hour Week to a 24-Hour Shift.

- A. **24-Hour Shift Employee Going to 40-Hour Week.** The following conversions and standards shall apply when a 24-Hour Shift Employee goes to a 40-Hour Week position and remains in that position:
  - (1) **Overtime.** When a 40-Hour Week employee works overtime on the line, the basic rate of pay shall be calculated as provided in Section 17.1, clause (a) for shift personnel.
  - (2) **Holiday.** At the time of confirmation of the assignment to the 40-Hour Week position (which may have a future effective date), the employee shall have the opportunity to select one (1) of the following three (3) Holiday Leave options:



- (a) Accrued holiday time shall be paid at the basic rate of pay for the 24-Hour Shift position that the employee is leaving. Each individual leaving a 24-Hour Shift position for a 40-Hour Week position will have the option of either cashing out all accrued holiday time, or all but ninety-six (96) hours. If the employee elects to retain the ninety-six (96) hours, the time shall be held in reserve until the individual returns to 24-Hour Shift work. Once the employee returns to the 24-Hour Shift, holiday time will be accrued on top of the ninety-six (96) hours;
- (b) Accrued holiday leave time shall be frozen at the time of leaving a 24-Hour Shift position for a 40-Hour Week position. The time shall be held in reserve until the employee returns to 24-Hour Shift work; or
- (c) Accrued holiday leave time shall be converted from the 24-Hour Shift accrual rate to the 40-Hour Week accrual rate. Divide the total holiday leave hours accrued and not used by the employee by forty-eight and six tenths (48.6) hours, and then multiplying by forty (40) hours, which then equals the new holiday leave accrued for 40-Hour Week use. The employee will be allowed to use the accrued holiday leave time upon supervisor approval.

(3) Sick Leave.

- (a) LEOFF II – Divide the total sick leave hours accrued and not used by the employee by forty-eight and 6/10 (48.6) hours, and then multiply by forty (40) hours, which then equals the new sick leave accrued. If the converted accrued balance is in excess of nine hundred sixty (960) hours, the excess amount of converted sick leave over nine hundred sixty (960) hours shall be recorded as sick leave available to be taken as “Excess Converted Sick Leave”, which shall be used only if all other sick leave is used first. An employee shall not have the right to re-accrue any Excess Converted Sick Leave used. Except as provided in this paragraph, the sick leave accrual and usage of shift employees converting to 40-Hour Week shall be the same as continuing 40-Hour Week employees.

- (4) AHR Time. Prior to transfer from the 24-Hour Shift, the Employee’s AHR time used to date will be totaled and then adjusted if necessary. To determine if an adjustment is needed the following formula will be applied: (i) divide three hundred eighty four (384) hours by three hundred sixty five (365) days, which equals one and 52/1000 (1.052) hours of AHR earned per calendar day, (ii) multiply one and 52/1000 (1.052) by the number of calendar days completed in the current calendar year as of the time of transfer, and (iii) from that number, subtract the number of AHR hours used

since January 1 of the current calendar. The resulting number is the available AHR hours.

In the event that an employee has an AHR deficit, accrued holiday or vacation time will be used to eliminate the deficit.

It will be the intent of the department to have the employee utilize available AHR prior to the transfer.

- (5) Vacation. Vacation hours shall be converted by dividing the employee's accrued vacation hours by forty-eight and 6/10 (48.6), then multiplying by forty (40) hours. The resulting number will be the employee's new vacation hours as a 40-Hour Week employee.

B. 40-Hour Week Employee to 24-Hour Shift. The following conversions and standards shall apply when a 40-Hour Week employee goes to a 24-Hour Shift position and remains in that position:

- (1) Holiday. When a 40-Hour Week employee returns to a 24-Hour Shift, the employee will commence accruing holiday leave as provided in the Agreement. In the event that ninety-six (96) hours of holiday leave was banked at the beginning of a 40-Hour Week assignment, ninety-six (96) hours of holiday leave will be credited to the employee upon return to a 24-Hour Shift.

Accrued holiday leave time converted to the 40-Hour Week accrual pursuant to Section 19.9 A.2.c. shall be converted from the 40-Hour Week accrued time to the 24-Hour Shift accrual rate by dividing the total holiday leave hours accrued and not used by the employee by forty (40), and then multiplying by forty-eight and six tenths (48.6) hours, which then equals the new holiday leave accrued for 24-Hour Shift use. The employee will be allowed to use the accrued holiday leave time upon supervisor approval.

- (2) Sick Leave.

- (a) LEOFF II – For LEOFF II employees, sick leave shall be converted by the following formula: Divide the employee's total accrued hours by forty (40) and then multiply by forty-eight and 6/10 (48.6) hours, which is the new sick leave accrual balance. If an individual transferring from a 40-Hour Week position has the maximum accrual of nine-hundred sixty (960) hours, they will receive the 24-Hour Shift accrual maximum. If an individual transferring from a 40-Hour Week has less than the maximum accrual of nine hundred sixty (960) hours, any unused Excess Converted Sick Leave for that employee shall be added to new sick leave accrual balance after conversion, up to the 24-Hour Shift accrual maximum.

- (3) AHR time. AHR time will be required per Section 19.2. By identifying the number of calendar days the Employee will be assigned to 24 hour shift work, the amount of AHR time available can be calculated by using the method found in Section 19.9.
- (4) Vacation. Vacation hours shall be converted by dividing the total accrued vacation hours by forty (40) and then multiplying by forty-eight (48.6) hours. The resulting number will equal the new vacation balance.

C. Temporary Assignments (40-Hour Week) Not Exceeding Four (4) Months.

- (1) Overtime. Overtime calculation shall be determined by the type of workweek assigned.
- (2) Holiday. An individual on a 24-Hour Shift who is temporarily assigned to a 40-Hour Week may continue to accrue holidays as provided for shift employees in the Agreement. Holidays occurring during the 40-Hour Week assignment shall be worked.
- (3) Sick Leave. Sick leave shall be converted per the previous description in Section 19.9 A.3.(b) above.
- (4) AHR time. AHR time shall not accrue during time of assignment. Refer to Section 19.9 A4.
- (5) Vacation. Vacation shall be converted as provided in Section 19.9 A.5. above.

**ARTICLE 20      MILITARY LEAVE**

Military leave shall be granted pursuant to RCW 38.40.060 and RCW 73.16.031 - .061, including any RCW amendments thereto which have been adopted, or are hereafter adopted.

**ARTICLE 21      JURY DUTY LEAVE**

All employees shall be allowed necessary leave to serve as a member of a jury. During such leave, employees will be paid for their regular base rate of pay less any compensation received for performance of jury duty. To obtain leave and pay differential, the employee must complete any required leave forms and submit evidence of the amount of jury duty compensation.

**ARTICLE 22      SICK LEAVE**

**Section 22.1 – LEOFF II.** All LEOFF II employees shall, on the date of their employment be credited with sick leave in the following amounts: twenty-four (24) hour shift employees (including any new hires/laterals hired into twenty-four hour shift positions but who are initially assigned to a forty (40) hour work week training such as, for example, attendance at the Academy) = seventy-two (72) hours; forty (40) hour week employees = twenty-four (24)

hours. Sick leave credited to an employee may be used during probation, provided that in the event an employee terminates, voluntarily or involuntarily, before completion of probation, the value of any sick leave used by the employee up to a maximum seventy-two (72) hours, shall be deducted from the final paycheck. Thereafter sick leave shall accrue at the following rate: twenty-four (24) hour shift employees = twenty-four (24) hours per month; forty (40) hour week employees = eight (8) hours per month.

Sick leave shall be used concurrently on an hour-for-hour basis with any disability or medical leave taken.

The maximum sick leave accumulation shall be one thousand three hundred forty-eight (1348) hours for twenty-four (24) hour shift employees and nine hundred sixty (960) hours for forty (40) hour week employees. Sick leave shall be deducted, as used on hour for-hour basis.

**Section 22.2 – Payment Upon Death or Retirement.** Upon separation of service due to death or retirement, all LEOFF II employees shall be compensated for twenty-five percent (25%) of their unused accrued sick leave, excluding Excess Converted Sick Leave (see Section 19.9 a.3.), up to a maximum of two hundred fifty-two (252) hours of compensation. For forty (40) hour per week personnel, the sick leave bonus will be calculated as provided in the City of Redmond Personnel Manual.

Fifty percent (50%) of this amount shall be contributed to the employee's WSCFF Employee Benefit Trust Medical Expense Reimbursement Plan (MERP) or Health Reimbursement Arrangement Voluntary Employees' Benefit Association (HRA VEBA) account with the remaining fifty percent (50%) to the employee. The employee shall make their selection between MERP or HRA VEBA by following the required process within the required time period. If an employee fails to complete the required process within the required time period or upon separation of service due to death, HRA VEBA will be the default.

The City makes no representations regarding the validity or legality of the MERP or HRA VEBA. The Union and its membership waive any and all claims against the City for mishandling of funds by MERP or HRA VEBA as well as any other claim that may arise due to the City's cooperation in the MERP or HRA VEBA program. The City takes no responsibility for establishing, implementing, overseeing, managing, or any other activity connected to MERP or HRA VEBA.

The City makes no representations regarding the tax consequences to any employee/union member of his/her MERP or HRA VEBA contributions. The Union and its membership waive any and all claims against the City arising out of adverse tax consequences due to an employee's MERP or HRA VEBA contributions.

**Section 22.3 – Use of Sick Leave.** Sick leave shall be granted for bona fide personal injury or illness, forced quarantine of an employee, and to care for the employee's spouse or a family member in the employee's immediate household with a health condition that requires treatment or supervision. Sick leave may be granted for medical and dental appointments subject to the Employer's approval. An employee shall provide a doctor's certificate explaining the

reason for the employee's absence as provided in SOG Personnel-017. Employees shall notify the Employer as soon as possible of their inability to report for scheduled duty and, except in emergencies, no later than one (1) hour before the shift commences. The use of sick leave for dependent illness shall be governed by RCW 49.12.270.

A LEOFF II employee shall have the option of using previously scheduled vacation or holiday time off while on sick leave or disability if the continuous duration of such sick leave or disability is anticipated to be more than three (3) shifts. The option shall be exercised by the employee on a one-time basis for, and prior to, all, but not less than all, his/her scheduled leave during such sick leave or disability. If an employee elects to take previously scheduled vacation or holiday time off, that employee shall remain on the time off schedule, and the scheduled vacation or holiday leave will not be made available to others. An employee's scheduled Annual Hour Reduction (AHR) time off may not be cancelled by the employee, and such AHR time shall remain on the time off schedule during any sick leave or disability, and not be made available to other employees. An employee on sick or disability leave during the annual AHR time off selection process will participate in the selection process in the same manner as if he/she were not on leave.

**Section 22.4 – LEOFF II on the Job Injury.** In the event a LEOFF II employee is injured while performing official duties, the employee may draw from their accrued sick leave, the amount necessary to make up the difference between Washington State Industrial Insurance and their regular rate of pay. In such event, the employee shall receive their regular pay from the Employer and endorse all Industrial Insurance checks over to the Employer.

**Section 22.5 – Sick Leave Bonus.** As a bonus for consistent attendance, bargaining unit members shall receive a cash bonus equal to twenty-five percent (25%) of unused sick leave accrued during the preceding twelve (12) months in the manner provided in the City of Redmond Personnel Manual.

For forty (40) hour per weekday personnel, the sick leave bonus will be calculated as provided in the City of Redmond Personnel Manual.

For twenty-four (24) hour shift personnel, the sick leave bonus will be calculated as follows: First, convert sick leave hours earned (Dec. 1 of prior year to Nov. 30 of current year) to a forty (40) hour per week equivalent by multiplying by ninety-six (96) and dividing by two hundred eighty-eight (288). Second, convert sick leave hours used to a forty (40) hour per week equivalent in the same manner. Third, subtract the "equivalent sick leave hours used" from the "equivalent sick leave hours earned." Fourth, multiply the result by twenty-five percent (25%). Fifth, multiply that result by the employee's basic rate of pay as specified in Section 17.1 of this Agreement, using two thousand eighty (2080) hours as the standard work year. The formula is as follows:

$$((\text{Sick Leave Earned} \times 96 \div 288) - (\text{Sick Leave Used} \times 96 \div 288^*)) \times 25\% \times$$
  
Basic Hourly Rate of Pay = Sick Leave Bonus Amount

**EXAMPLE:** Driver/Engineer Jones earned two hundred eighty-eight (288) hours of sick leave. D/O Jones missed two (2) shifts totaling forty-eight (48) hours during the year due to illness. D/O Jones sick leave bonus would be calculated as follows:

STEP 1    288 hours x 96 ÷ 288 = 96 hours  
STEP 2    48 hours x 96 ÷ 288 = 16 hours  
STEP 3    96 hours - 16 hours = 80 hours  
STEP 4    80 hours x 25% = 20 hours  
STEP 5    20 hours x \$20.00/hr. = \$400.00 sick leave bonus

### **Section 22.6 – Shared Leave Program**

A. Purpose. This Shared Leave Program enables regular employees to donate vacation and floating holiday leave, and compensatory time, to eligible employees, who are faced with taking leave without pay or termination due to extraordinary or severe physical or mental illness. The program also allows employees to accept donated leave to care for relatives or household members suffering from an extraordinary or severe illness if the duration of the illness will cause the employee to take leave without pay or to terminate his or her employment. Implementation of the program is subject to agreement by the Employer, and the availability of shared leave from other employees. The Employer's decisions in implementing and administering the Shared Leave Program shall be reasonable.

B. Definitions. The following definitions shall apply to this provision.

- (1) "Employee's relative": Shall mean the employee's spouse, Domestic Partner, child, stepchild, child of Domestic Partner, grandchild, grandparent, stepparent, or parent.
- (2) "Household members": Shall mean persons who reside in the same home who have reciprocal duties to, and provide financial support for, one another. This term shall include foster children and legal wards, even if they do not live in the household. The term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune.
- (3) "Severe or extraordinary": Shall mean serious, extreme, or life-threatening conditions.

C. Donation Restrictions. The following restrictions shall apply to all shared leave transactions:

- (1) Employees may donate any amount of vacation leave provided the donation does not cause the employee's vacation leave balance to fall below forty (40) hours.
- (2) The Employer shall determine whether the employee shall receive shared leave and, if so, the amount of donated leave the employee may receive; provided, no employee shall receive more than two thousand eighty-eight (2,088) hours of shared leave during total City employment.

D. Eligibility. Employees may be eligible to receive shared leave under the following conditions:

- (1) When the Employer determines the employee meets the criteria described in this section.
- (2) The employee is not eligible for time-loss compensation under RCW Chapter 51.32. If the time-loss claim is approved at a later time, all leave received shall be returned to the donors and the employee must return any overpayment to the City.
- (3) The employee has complied with department policies regarding the use of sick leave.
- (4) The Employer shall require the employee to submit information from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.

E. Recipient Responsibilities.

- (1) Donated leave shall be used only by the recipient for the purposes specified in this policy.
- (2) All other forms of available paid leave shall be used prior to applying to the Shared Leaved Program, provided that the employee may reserve up to forty (40) hours of sick leave.

F. Return of Shared Leave. Shared leave not used by the recipient shall be returned to the donor(s). Returned leave shall be:

- Divided among the donors on a pro-rated basis, computed on the original donated value;
- Returned at its original donor value; and

- Reinstated to each contributor's leave balance.
- G. Calculation of Shared Leave. The receiving employee shall be paid at his or her regular rate of pay. The calculation of the regular rate of pay for both the receiving employee and the donating employee shall be on a per hour basis, to account for the difference between forty (40) hour and shift employees, and shall include all regular compensation received by; the employee, including without limitation, salary, longevity pay, HAZMAT incentive pay, day shift incentive pay, and other similar compensation. Therefore, depending on the value of the shared leave of the donating employee, one (1) hour of shared leave may cover more or less than one (1) hour of the recipient's compensation. The dollar value of the shared leave shall be converted from the donor to the recipient. The leave received shall be coded as shared leave and maintained separately from all other leave balances.
- H. Voluntary. Participation in the Shared Leave Program is voluntary. No employee shall be coerced, threatened, intimidated, or financially induced into donating leave for purposes of this program.



## **ARTICLE 23**     **VACATION AND HOLIDAYS**

**Section 23.1 – Vacation.** Each employee shall be granted vacation in accordance with the following schedule.

Department Seniority	Annual Accrual Rate	
	Shift Personnel (Shifts)	Forty Hour Personnel (Hours)
(1-2 Years) 0 Months – 24 Months	4	80
(2-3 Years) 25 Months – 36 Months	5	88
(3-4 Years) 37 Months – 48 Months	6	104
(4-6 Years) 49 Months – 72 Months	6	120
(6-8 Years) 73 Months – 96 Months	7	128
(8-10 Years) 97 Months – 120 Months	8	136
(10-14 Years) 121 Months – 168 Months	9	152
(14-17 Years) 169 Months – 204 Months	10	168
(17-19 Years) 205 Months – 228 Months	11	176
(19 Years or More) 229 Months and Above	12	184

Vacation shall be accrued each month on a pro rata basis. Shift personnel are those who normally work a twenty-four (24) hour shift schedule, and forty (40) hour employees are those who are scheduled to work forty (40) hours per week.

**Section 23.2 – Holidays.** The following holidays shall be granted with pay to all members of the Bargaining Unit:

New Year's Day	Veteran's Day
M.L. King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	One Floating Day

- A. For forty (40) hour employees, the above specified holidays will be observed on the days as established by the State of Washington as legal holidays. In the event a holiday falls on Saturday or Sunday, the Observed day shall be the day designated by

the official City schedule. Employees whose normal day off is Monday or Friday will bank 8 hours of holiday time when the designated Holiday falls on their day off.

- B. Twenty-four (24) hour shift employees shall be given five and one-half (5 1/2) shifts off in lieu of the above recognized twelve (12) holidays. They shall be scheduled in accordance with the rules established for the scheduling of vacation and holidays. Each twenty-four (24) hour shift employee shall have credited to their holiday leave, eleven (11) hours each full calendar month of employment, or in the case of less than a full month worked as a twenty-four (24) hour shift employee, then the employee shall have credited whatever portion of the eleven (11) hours is proportionate to the amount of the month worked. Any credited holiday leave time over ninety-six (96) hours on December 1st of each year shall be paid to the employee at the basic rate of pay in effect as of November 30 of that year.
- C. Holiday routine shall be governed by SOG, Procedures - 037 which, notwithstanding the provisions of Article 15, shall not be revised without the mutual written consent of the Union and Employer.

### **Section 23.3 – Scheduling of Vacation, Holidays and AHR**

- A. Kelly days, vacation, and holidays shall be scheduled on a Department Seniority basis.
- B. The scheduling of Kelly days, vacation, and holidays for twenty-four (24) hour shift employees, other than Fire Fighter – Paramedics and Medical Service Officers, shall be limited as follows: The maximum number of twenty-four (24) hour shift employees permitted off on any combination of AHR time, vacation, and holidays per shift, unless authorized by the Chief or his/her designee, will be determined on an annual basis, in November of each year for the following year, based on the number of authorized positions, pursuant to the following formula:

$$((\text{AHR Accrual} + \text{Vacation Accrual})/365) \times 105\%, \text{ rounded up to the nearest } 1/2 = \text{Daily Number Allowed Off}$$

Accrual = Total Annual Accrual of all bargaining unit twenty-four (24) hour shift personnel other than Fire Fighter - Paramedics and Medical Service Officers

AHR time, vacation, and holiday time off scheduled by an employee who is sick or disabled on the day of the scheduled time off shall count as one of the maximum number of employees off regardless of whether the employee elects to take the day off in lieu of sick leave.

In addition to the total number allowed off pursuant to the above formula, one (1) additional twenty-four (24) hour shift employee shall be made available for employee use of Holiday Leave.

Notwithstanding the foregoing, the Employer guarantees there will be adequate slots available each calendar year to permit usage of all leave accrued that year.

- C. For shifts during which the City is not using floating lieutenants, Officers assigned to the twenty-four (24) hour shift shall be entitled to take vacation, holiday, or AHR time so long as at least two (2) Officers assigned to that shift are scheduled to be on duty.

For shifts during which the City has not filled the floating lieutenant position by the beginning of any selection process, Officers assigned to the twenty-four (24) hour shift shall be entitled to take vacation, holiday, or AHR time so long as at least two (2) Officers assigned to that shift are scheduled to be on duty.

If the floating lieutenant position is filled, there shall be three (3) Officers assigned on duty for that selection process.

- D. The scheduling of Kelly days, vacation, and holidays for Fire Fighter – Paramedics and Medical Services Officers shall be limited to the number off identified in the following matrix, to be calculated each November 1 based on the number of employed Certified Paramedics.

<b>Number of Paramedics/MSOs</b>	<b>Number Off Per Day</b>
33	3
32	3
31	3
30	3
29	3
28	2/3
27	2/3
26	2/3

For years with 2/3 off as indicated above, two (2) employees shall be allowed off for one-half of the shifts during the year, and three (3) employees shall be allowed off for the remaining half of the shifts during the year. The allocation of the two (2) off and three (3) off shifts shall be determined by the Employer before the November selection process.

- E. Prior to the start of annual time off selection, each employee will receive notification from their Battalion Chief confirming the employee's assigned work cycle number and the dates for their work cycle breaks. Additionally, the notification will also specify the remaining amount of AHR time that will be available for employee scheduled Kelly days. Reference formula found in 19.2 C.

- F. After the daily number of personnel allowed off duty is identified, and all employee work cycle breaks are entered into the master time off schedule, annual employee time off scheduling may commence. For scheduling purposes, quarters that end and begin during a shift's scheduled 48-hour tour, the second day of the tour will be attached to the previous quarter. This includes January 1 attaching to December 31, when applicable.
- G. A combination of vacation, holiday, or AHR time off of two (2) or more consecutive twenty-four (24) hour shifts will be considered for approval before any requests for fewer days off regardless of rank or seniority. Vacation requests for periods longer than six (6) consecutive twenty-four (24) hour shifts shall be considered after all other full shift requests are considered. Vacation or holiday requests of less than twelve (12) hours will not be allowed. (Exception: Job related schooling). Allowed AHR time shall not exceed ninety-six (96) hours per quarter.
- H. Kelly days normally shall be scheduled by each employee pursuant to the procedure established in this Section 23.3, provided however, Kelly days may be scheduled in limited situations by the Employer pursuant to SOG, Personnel - 022, as it may hereafter be amended pursuant to the procedure set forth in this Agreement.
- I. No more than fifty percent (50%) of the bargaining unit employees assigned to the fire prevention division (excluding Fire Marshal) (with half positions rounded up to the nearest whole position) shall be off at any time on any combination of vacation or holidays, unless authorized by the Chief or his/her designee.
- J. Requests for vacations, holiday, and Kelly time off for the following year shall be submitted on or before December 15. After December 31 of each year, all vacation, holiday, and Kelly day requests or any changes, if approved, shall be on a first come, first served basis. After December 31, cancellation of days off or changes to prior requests shall be submitted to the Battalion Chief not less than thirteen (13) calendar days in advance, unless approved by Employer. If an employee cancels time off during the year, employees scheduled on Holiday Leave will have the first right to fill the abandoned slot with vacation or Kelly time.
- K. If the time off cancellation creates an additional day(s) available for accrued leave time (as provided in the Labor Agreement Section 23.3 paragraph B and D), it is the responsibility of the employee who is canceling the time off to notify the other employees on his or her shift. The Battalion Chief will forward a copy of the request to the Deputy Chief of Operations. Shift members who wish to request the newly available time off shall submit a leave request to the shift Battalion Chief. The Battalion Chief shall accept the leave requests for the available time up to thirteen (13) calendar days after the cancellation, but not less than five (5) calendar days prior to the first available time off, and then shall promptly fill the open shifts. If the cancellation of time off is by an officer, the first consideration shall be given to officers previously excluded from the time off under Section 23.3 (C). Then, if

the newly available time off is still available, the time off vacancy(s) shall be awarded to the employee of Next Lowest Seniority.

**Next Lowest Seniority** – shall mean the employee on the shift whose Department Seniority is directly below the least senior employee (using Department Seniority) who is already on accrued time off for the day of the vacancy. Leave will be awarded in accordance with Section 23.3 (M). If the time off requested is contiguous to time off previously scheduled by the requesting employee, the total contiguous time off will be included in determining limits and priorities set by Section 23.3 (G).

- L. At such time as the Department assigns a member to attend a school, seminar or meeting, the Department will become liable to meet any personnel shortage caused by the assignment. No individual shall lose approved vacation during this time.
- M. An approved Employer request for leave or vacation form shall be used for all requests.
- N. Leave for training shall be governed by SOG Training-014.
- O. Requests and approval for same day time off shall be governed by SOG Personnel 029.

**Section 23.4 – Unused Vacation and Holiday Leave.** For shift employees, a maximum accumulation of four hundred thirty-eight (438) hours of vacation may be carried over to the next calendar year. Employees assigned to a forty (40) hour per week schedule may accumulate vacation up to the amount allowed by the City of Redmond Personnel Manual. Upon retirement or termination, all employees shall be compensated at their basic rate of pay for all unused vacation, holiday, AHR, and compensatory time, provided that AHR shall be compensated on a pro rata basis.

In situations that prevent the employee from taking accrued vacation leave (disabilities, workload, organizational staffing considerations), employees may carry over vacation accruals in excess of the above limitations, at the discretion of the Fire Chief. In no event will the carryover exceed an additional six (6) months of the accrual rate (hours per month accrued). The employee will have a maximum of one (1) year from the date of the excess carryover (or in the event of disability, the date of return to work) to use the carryover time off. Scheduling of the time off will be at the Employer's discretion, provided that the employee and Employer will meet and work collaboratively to develop a time off schedule that meets the following stated intent: (1) At the time of scheduling, the excess time off shall not create an expected need for overtime; and (2) In the event the Employer and employee do not agree on the days off, the Employer will have the ability to assign days off with a minimum notice of two (2) shift cycles.

**Section 23.5 – Maternity Duty/Leave.** Limited duty and maternity leave shall be governed by SOG, Personnel - 019 which, notwithstanding the provisions of Article 15, shall not be revised without the mutual written consent of the Union and Employer.

## **ARTICLE 24      BEREAVEMENT AND FAMILY LEAVE**

**Section 24.1 – Bereavement Leave.** Employees shall receive up to forty-eight (48) hours off for twenty-four (24) hour shift employees, and thirty-two (32) hours for forty (40) hour shift employees, in the event of death or serious illness with impending death in the immediate family. Immediate family is defined as parent, stepparent, sister, brother, parent-in-law, spouse, registered domestic partner, grandparent, grandparent in-law, grandchild, minor/dependent child, and child. Any time beyond this amount required because of travel or extenuating circumstances or for time requested for a person other than specified in this paragraph shall be at the discretion of the Employer; however, any additional such time allowed off shall be deducted from accumulated sick leave.

**Section 24.2 – Family Leave** to Care for Family. Please refer to the City of Redmond Personnel Manual Chapter 9.80 Family and Medical Leave, provided that the manual by the Employer shall maintain family leave, at a minimum, at the amount required by the provisions of any applicable state (including the provisions of Chapter 49.12 of the Revised Code of Washington) or federal law, and any amendments thereto, and the parties agree that the grievance procedures contained in this Agreement shall be used to resolve any disputes relating to the proper application of family leave.

### **Section 24.3 – Emergency Leave**

Should an emergency occur resulting in the need for a member's immediate attention, whether prior to the start of duty or during the work shift, the member will be afforded an opportunity to request of the Chief, or his/her designee, Emergency Leave. For those circumstances which occur prior to the start of duty, the member will be expected to first make a reasonable effort to secure coverage through the use of standby by a qualified on-duty employee. An emergency will be defined as a sudden, generally unexpected occurrence or set of occurrences demanding an employee's immediate action. The time allowed for emergency leave will be at the discretion of the Chief or his/her designee. Emergency leave will be deducted from an employee's vacation and/or holiday bank(s) on an hour for hour basis and in the event that overtime is incurred it will be deducted at the overtime rate.

## **ARTICLE 25      LIMITATION ON LEAVES AND LEAVE OF ABSENCE**

**Section 25.1 – Limitation on Cumulative Leaves.** The cumulative time absent from work related to any injury, illness or circumstance (but not including unrelated injuries, illnesses or circumstances) using any combination of paid and unpaid leave may not exceed twenty-six (26) weeks in a twelve (12) month period, unless prior to the end of the twenty-six (26) week period the Employer has received satisfactory evidence that the employee will be able to return to work on a regular basis within a reasonable period of time. Such evidence must include, at the Employer's option, an opinion from an independent physician. The reasonableness of the period of time for return to work will be determined based on the circumstances at the time, including the position held by the employee, the ability of the Employer to accommodate the absence of the employee, and the amount of paid leave accrued by the employee's accumulated paid leave exceeds twenty-six (26) weeks. For work related injuries, where the accumulated paid leave exceeds twenty six (26) weeks, the employee may use accumulated paid leave up to a maximum

period of one (1) calendar year from the date of the initial absence from work caused by the ongoing work related injury that is the cause for the extended period of paid leave, unless prior to the end of the one (1) year period the Employer has received satisfactory evidence that the employee will be able to return to work on a regular basis within a reasonable period of time. Provided however, in no event will the cumulative time absent from work exceed the total period of paid and approved unpaid leave.

**Section 25.2 – Leave of Absence.** Leave of absence without pay shall be in accordance with the City of Redmond Civil Service Ordinances, Rules and Regulations, and the City of Redmond Personnel Manual and applicable Federal laws for military service.

## **ARTICLE 26     INSURANCE**

**Section 26.1 – Medical, Dental and Vision.** The Employer shall provide medical, dental, and vision insurance through the City of Redmond Self Insurance Plan or Health Maintenance Organization (HMO). Employees will pay twenty percent (20%) of the dependent medical dental and vision premiums. For each plan year, the Employer shall retain an independent third party, experienced in setting rates for self-funded plans, who shall determine the appropriate and prudent rates for the self-insured plan, to be effective for that year. The independent third party shall use the usual and customary insurance/actuary principles and procedure to establish the rates. The Employer's contribution shall be prorated for part-time employees, pursuant to the City of Redmond Personnel Manual.

The Union will participate on the Employee Benefits Advisory Committee (EBAC) in accordance with the City of Redmond Personnel Manual. Recommended changes may become applicable to Union represented employees only upon ratification by the Union.

In acknowledgement of the Union's agreement to financially participate in the medical program by contributing to dependent medical premiums, the City agrees to facilitate employee contributions to a qualified HRA. The City will coordinate payroll deductions on behalf of the employees and make contributions to a plan administrator. The Union and the City have agreed that \$100.00 will be contributed to the WSCFF Employee Benefit Trust Medical Expense Reimbursement Plan (MERP) the first pay day of the month for each LEOFF II employee in the bargaining unit represented by the Union. The City makes no representations regarding the validity or legality of the MERP, or the tax consequences relating to the contributions to the MERP, and takes no responsibility for establishing, implementing, overseeing, managing, or any other responsibilities for the MERP other than making the contributions set forth above. Each member of the Union shall have the amount of his or her gross pay reduced by \$100.00 the first pay day of the month. These reductions in gross pay are authorized by this Agreement and no further action is needed by the individual bargaining unit members to authorize the deduction from gross pay set forth herein. These reductions in gross pay shall continue for the life of the Agreement or until the City receives written notice from the Union regarding either a change in the contribution amount to MERP or the dissolution of the MERP. The City will not have fiscal responsibility for this program, nor will the City have legal accountability for the program.

**Section 26.2 – Life Insurance.** The Employer shall continue to pay one hundred percent (100%) of the premiums necessary to provide all employees with a Fifty Thousand Dollar

(\$50,000) term life insurance and a Fifty Thousand Dollar (\$50,000) accidental death and dismemberment insurance.

**Section 26.3 – Liability Insurance.** The Employer agrees to carry liability insurance covering Bargaining Unit employee's liability arising from performance of their duties with coverage and policy limits consistent with those applying to other City of Redmond employees. It is agreed that the scope of coverage, exclusions and policy limits of such insurance may change without the Union's agreement, based on the available insurance and the Employer's assessment of appropriate levels of coverage.

**Section 26.4 – Physical Exams.** The Employer agrees to pay the uninsured costs of a basic physical examination, and stress test if recommended by the physician, when performed by a physician designated by the Employer on the following schedule.

<b>On the following date of Hire</b>	
<b><u>Employee's Age</u></b>	<b><u>Anniversary Dates</u></b>
Up to 30 years	every 4 years
31 to 40 years	every 3 years
41 and over	every 2 years

The Employer shall pay such uninsured costs of more frequent physicals as recommended by the physician for each individual employee based upon that employee's particular requirements.

The Employer shall provide Haz-Mat physicals consistent with the governing Washington Administrative Code requirements.

The Employer shall also have the right at any time to require an employee to submit to a physical examination by a physician selected by the Employer, at Employer's cost.

The results of physical examinations shall be provided to both the employee and Employer.

The goal of this Section is to provide an ongoing efficient, comprehensive and coordinated physical examination program.

The Employer agrees to make available and pay for annual Hepatitis C testing. Other aspect of the Hepatitis C control plan shall be as provided in SOG EMS - 015 (Exposure Control Plan for Blood borne Pathogens).

## **ARTICLE 27      DRUG AND ALCOHOL USE AND DEPENDENCY**

**Policy.** In the event use of drugs or alcohol impairs an employee's work, the City encourages counseling and other courses of treatment.

Employees who voluntarily report a dependency are not subject to retaliation or discrimination. Employees who voluntarily seek treatment may use sick leave to attend a bona fide treatment or counseling program. As part of a disciplinary action, the City may condition continued



employment on successful completion of treatment or counseling programs and future avoidance of drugs and alcohol.

**Discipline.** The City may discipline or dismiss an employee possessing, being under the influence of, or using drugs or alcohol during working hours. The City may also discipline or dismiss an employee who exhibits an on-going dependence on alcohol or drugs which impairs work performance or poses a safety risk.

**Drug Testing.** An employee may be required to submit to drug or alcohol testing when work performance causes a reasonable suspicion that use of drugs or alcohol may be a problem, or in cases where employment has been conditioned upon remaining drug or alcohol free following treatment. Requests for required testing are made by the on-duty supervisor, the Fire Chief, a Deputy Fire Chief, or a Battalion Chief. Testing must be based on reasonable suspicion articulated on the Fitness for Duty Observation Form. The supervisor will enlist the help of a second observer in the substantiation and concurrence of the basis for reasonable suspicion testing, and use the Fitness for Duty Observation Form and criteria to determine if reasonable suspicion exists.

The supervisor and second observer must document their observations and/or information provided by other sources, e.g., what happened and under what circumstances. This should be documented on the Fitness for Duty Form. Hunches and “gut feelings” are not valid in making a reasonable suspicion determination. The totality of the circumstances will be evaluated in making a determination of reasonable suspicion.

If an employee refuses to test after reasonable suspicion is ascertained, the employee is subject to discipline up to and including termination.

**Use of Legitimate Drugs.** Employees using any prescription or over-the-counter drug which might impair work performance should notify the appropriate supervisor. At the option of the supervisor, an employee may be reassigned to less hazardous duties or be placed on sick leave if impaired work performance might pose a threat to the safety of the employee or other persons.

## **ARTICLE 28     TRAINING**

**Section 28.1 – Training Expenses.** When the Employer requires an employee to attend fire service schools, Emergency Medical Training, Advanced Life Support Training, or other specialized training, the entire cost of tuition, books, travel, per diem and lodging shall be the responsibility of the Employer. When possible, payment of authorized expenses shall be made in advance.

**Section 28.2 – Overtime Rate of Pay.** Except as otherwise provided in this Agreement, when the Employer requires an employee to attend schools, training or departmental meetings while off duty, such employee shall be compensated at their overtime rate of pay.

**Section 28.3 – Tuition Reimbursement.** Tuition reimbursement for employees seeking college degrees shall be governed by the Employee Education Assistance Program provided in the City of Redmond Personnel Manual, with the exception of the following provisions:

**Application Procedures:** Employees must apply for admission to the EEAP by July 30 for courses to be taken during the following academic year, regardless of whether they have participated in the program during previous years. This does not preclude an employee from submitting an addendum to their application at a later date if new classes are offered subsequent to July 30.

No employee shall be denied admittance into the program provided that the degree is fire service related and the program is within annual budget limits described below. Enrollment is based on a first come/first served basis with preference given to current program participants. Current EEAP participants who have earned their bachelor's degree through this program and wish to pursue a master's degree, will be treated as new enrollees.

The budget limitation referenced above shall be invoked by the City only to the extent the projected cost of the EEAP for the current budget year exceeds the average annual cost of the EEAP for the prior three (3) budget years by more than fifty percent (50%).

**Resolving Problems:** Employees with concerns regarding specific administrative decisions of the EEAP should first endeavor to resolve them with their supervisor or Department Director. Employees unable to satisfactorily resolve the problem in this manner may appeal in writing to the Employee Education Panel and/or utilize the established grievance procedure outlined in Article 14 of this agreement.

**Section 28.4 – Level of Training.** The level of training for specialized fields, where no formal certification exists, shall be considered by the Labor/Management Committee pursuant to Section 7.2.

**Section 28.5 – Recruit Academy.** Employees assigned as instructors at a recruit academy may elect to stay on site at the Employer's expense or receive an equivalent amount as reimbursement for travel and expenses. Those shift employees who are assigned as an instructor to a single recruit academy (not to exceed 4-months) shall receive twelve percent (12%) incentive pay. Recruit academy instructors receiving twelve percent (12%) incentive pay will be exempt from Day Shift Incentive Pay as defined in Appendix A.2.3. Because the Employer has limited authority to set hours when employees are assigned to the academy, or ability to supervise employee work, overtime hours shall be limited. It is acknowledged that normal workweek hours will normally be exceeded by the nature of recruit academies. The Employer agrees to compensate the employee for additional hours; however, the employee agrees to limit overtime hours to a maximum of one and one-half (1 1/2) hours per day without prior approval by Employer. Instructors or recruits shall follow normal "Claim for Expense" procedures as identified in the City of Redmond Personnel Manual.

**Section 28.6 – Modified Work Schedule.**

Employees assigned to the Training Division may work a modified work schedule for the purposes of conducting scheduled training events, subject to their supervisor's approval. Employees assigned to the Training Division may also be called upon to respond to emergency situations as identified in their job description on an "as available or requested basis." When

assigned to the Training Division employees will remain eligible to serve as line personnel for purposes of covering vacation or other relief, subject to their supervisor's approval.

## **ARTICLE 29      UNIFORMS AND PROTECTIVE CLOTHING**

**Section 29.1 – General.** All uniforms as required by SOG Personnel - 018 and personal protective equipment and clothing as required by the Washington State Vertical Safety Standards for Fire Fighters, shall be supplied and cleaned at no cost to the employee. Variances granted by the State of Washington to the City of Redmond involving the Washington State Vertical Safety Standards for Fire Fighters shall be recognized under the terms of this Article.

**Section 29.2 – Procurement of Uniforms and Protective Clothing.** The procurement, replacement or repair of uniforms and protective clothing shall be in accordance with the procedure outlined in the most current version of SOGs Personnel - 018, and Equipment - 003, respectively, or as they may hereafter revised in accordance with the procedure set forth in Section 15.2 of this Agreement.

**Section 29.3 – Uniform of Day.** The uniform of the day shall be determined by the Station Officer, under the authority of the Fire Chief. Uniforms will be supplied by the Employer. Employees have a duty to maintain their uniforms with a clean and neat appearance. When crews are expected to have contact with the public, "Class C" uniforms shall be the minimum acceptable uniform, unless the duties being performed make "Class C" uniforms inappropriate, i.e., duties such as hydrant checks and hose evolutions.

## **ARTICLE 30      PHYSICAL FITNESS**

All employees shall participate in a Department established physical fitness program. No employee shall be disciplined or discharged for failure to meet standards established as part of the physical fitness program which are not related to the standards for tenure of employment as established by RCW 41.08.080, or by ordinance establishing the Redmond Civil Service Commission.

## **ARTICLE 31      CERTIFICATION REQUIREMENTS**

**Section 31.1 – EMT Certification.** All employees hired after January 1, 1986 shall be required to obtain a Washington State Emergency Medical Technician ("EMT") certification and maintain the certification while employed by the City of Redmond. Such employees shall have eighteen (18) months to obtain EMT. It shall be the responsibility of the Employer to notify new employees of available EMT classes. Extension of the time period may be granted by the Chief after consideration has been given to the availability of classes or probationary work requirements.

**Section 31.2 – Paramedic Certification.** All Fire Fighter Paramedics must maintain “University of Washington” Paramedic certification as outlined in WAC 246-976, as it may hereafter be amended. Additionally, Fire Fighter Paramedics must maintain all necessary “Continuing Medical Education” (CME) requirements consistent with the CME requirements approved by the King County Medical Director and the Director of Paramedic training, as updated (normally bi-annually).

## **ARTICLE 32      CIVIL SERVICE JURISDICTION**

The provisions of Articles 13 and 14 shall constitute the exclusive remedy for suspension and non-probationary discharge, provided, however, if the Union elects to not appeal beyond Step 3 of the grievance procedures, the employee may appeal any matter subject to Civil Service through the normal Civil Service Appeals process, and provided further, that all other matters delegated to the Redmond Civil Service Commission by State Law or by Ordinance, Resolution or laws of or pertaining to the City of Redmond and such Commission shall be in the exclusive jurisdiction and authority of the Commission.

## **ARTICLE 33      WORK STOPPAGE**

The Employer and the Union agree that the public interest requires the efficient and uninterrupted performance of all City services and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective. The Union shall not cause or condone and the employees shall not engage in any work stoppage, strike, slowdown or other interference with the City functions and should same occur, the Union agrees to take appropriate steps to end such interference.

## **ARTICLE 34      SAVINGS CLAUSE**

Should any provision of this Agreement or the application of such provision be rendered or declared invalid by a Court of final jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

## **ARTICLE 35      SCOPE OF AGREEMENT**

The Agreement expressed herein in writing constitutes the entire Agreement between the parties as of this date. During the term of this Agreement, amendments and additions may be made by mutual consent.

## **ARTICLE 36      STIPULATION REGARDING ALS FUNDING**

**Section 36.1 – Purpose.** This Stipulation records the agreement between the parties relating to the future use of the bargaining history of the negotiations relating to initiation of Advanced Life Support Services (ALS) in the Redmond Fire Department, and the incorporation of a Fire Fighter-Paramedic assignment and Medical Service Officer rank (the “ALS Positions”) in the bargaining unit.

**Section 36.2 – Stipulation.** During past negotiations, Employer made proposals and counterproposals relating to ALS funding and to add language to Article II - Management Rights (the “Proposals”). As a condition of Employer withdrawing the Proposals and executing the Memorandum, the Union and Employer agree and stipulate that neither the making of the Proposals by Employer, the discussions between the parties relating to the Proposals, nor the withdrawal of the Proposals, will be used in any manner by Employer or Union, or anyone covered by the scope of the Union’s representation, in any negotiations, grievance proceeding, or administrative or court proceedings, as evidence of the intent of the parties relating to personnel reduction of the employees performing ALS functions or of Article 9 - Personnel Reduction.

**Section 36.3 – No Other Limitation.** Except as provided in this Stipulation, the parties will be free to use the history of bargaining in any manner.

### **ARTICLE 37      RETROACTIVE COMPENSATION**

Any retroactive compensation due upon execution of this 2020-2023 Agreement will be paid on the next regular payday which is more than forty-five (45) days from the date this Agreement is fully executed.

### **ARTICLE 38      DURATION OF AGREEMENT**

The effective date of this Agreement shall be January 1, 2020 and remain in full force and effective through December 31, 2023. If a successor agreement has not been executed before the expiration of this Agreement, the terms hereof shall continue until a new agreement is finalized.

Changes in the terms and provisions of this Agreement may only be accomplished through mutual consent of both parties.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF REDMOND

INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS UNION, LOCAL #2829

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vice President

**APPENDIX "A"**

**2020-2023  
AGREEMENT  
By and Between  
CITY OF REDMOND  
and  
REDMOND FIRE FIGHTERS UNION #2829, I.A.F.F.**

**2020-2023 SALARY SCHEDULE**

**A.1 SALARY SCHEDULE AND ADJUSTMENTS.**

Salary Schedules shall be adjusted each year as set forth here:

2020 = 3%

2021 = 1.5% with new Pay Structure as set forth below

2022 = 2.5%

2023 = 4%

The Salary Schedules for each year are set forth in the following sections. Each Salary Schedule includes the annual adjustment for that year.

**A.1.1 2020 SALARY SCHEDULE.** Effective January 1, 2020 the rates of pay shall be as provided:

<b>PAY PLAN "F" - FIRE</b>									
<b>REDMOND FIRE FIGHTERS UNION</b>									
<b>Monthly Rates</b>									
<b>Effective: 1 January 2020</b>									
<b>PAY GRADE</b>									
	<b>STEP A</b>	<b>STEP B</b>		<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>			
<b>Fire Fighter (70)</b>	<b><u>0-12m</u></b>	<b><u>13-24m</u></b>		<b><u>25-36m</u></b>	<b><u>37-42m</u></b>	<b><u>43m+</u></b>			
	\$6,396	\$6,790		\$7,176	\$7,972	\$8,754			
	<b>STEP A</b>	<b>STEP B</b>		<b>STEP C</b>	<b>STEP D</b>				
<b>Driver/ Engineer (71)</b>	<b><u>0-6m</u></b>	<b><u>7-18m</u></b>		<b><u>19-30m</u></b>	<b><u>31m+</u></b>				
	\$8,594	\$8,794		\$8,996	\$9,189				
	<b>STEP A</b>	<b>STEP B</b>		<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>			
<b>Fire Fighter/Paramedic*</b>	<b><u>0-12m</u></b>	<b><u>13-24m</u></b>		<b><u>25-36m</u></b>	<b><u>37-42m</u></b>	<b><u>43m+</u></b>			
	\$7,355	\$7,809		\$8,252	\$9,168	\$10,067			
	<b>STEP A</b>	<b>STEP B</b>							
<b>Lieutenant (73)</b>	<b><u>0-12m</u></b>	<b><u>13m+</u></b>							
<b>Deputy Fire Marshal</b>									
	\$9,704	\$10,129							
	<b>STEP A</b>	<b>STEP B</b>							
<b>Captain (74)</b>	<b><u>0-12m</u></b>	<b><u>13m+</u></b>							
<b>Assistant Fire Marshal</b>									
<b>Medical Services Officer</b>									
	\$10,498	\$10,887							
	<b>STEP A</b>	<b>STEP B</b>							
<b>Battalion Chief (76)</b>	<b><u>0-12m</u></b>	<b><u>13m+</u></b>							
<b>Fire Marshal</b>									
<b>Medical Services Admin</b>									
	\$11,260	\$12,413							
<b>*FFPM rate is 15% above</b>									



**A.1.2 2021 SALARY SCHEDULE.** Effective January 1, 2021 the rates of pay shall be as provided:

PAY PLAN "F" - FIRE					
REDMOND FIRE FIGHTERS UNION					
Monthly Rates					
Effective: January 1, 2021					
PAY GRADE	STEP A	STEP B	STEP C	STEP D	STEP E
Fire Fighter (70)	<u>0-12m</u>	<u>13-24m</u>	<u>25-36m</u>	<u>37-42m</u>	<u>43m+</u>
	\$6,492	\$6,892	\$7,284	\$8,092	\$8,885
7% Over Top Step FF	STEP A				
Driver/Engineer (71)	<u>0-m±</u>				
	\$9,507				
7% & 10% Over Top Step DE	STEP A	STEP B			
Lieutenant (73)	<u>0-12m</u>	<u>13m±</u>			
Deputy Fire Marshal					
	\$10,173	\$10,458			
Fire Fighter/Paramedic					
7% & 10% Over Top Step LT	STEP A	STEP B			
Captain (74)	<u>0-12m</u>	<u>13m±</u>			
Assistant Fire Marshal					
Medical Services Officer					
	\$11,190	\$11,504			
7% & 10% Over Top Step Cpt	STEP A	STEP B			
Battalion Chief (76)	<u>0-12m</u>	<u>13m±</u>			
Fire Marshal					
Medical Service Admin					
	\$12,309	\$12,654			

**A.1.3 2022 SALARY SCHEDULE.** Effective January 1, 2022 the rates of pay shall be as provided:

PAY PLAN "F" - FIRE					
REDMOND FIRE FIGHTERS UNION					
Monthly Rates					
Effective: January 1, 2022					
PAY GRADE	STEP A	STEP B	STEP C	STEP D	STEP E
Fire Fighter (70)	<u>0-12m</u>	<u>13-24m</u>	<u>25-36m</u>	<u>37-42m</u>	<u>43m+</u>
	\$6,654	\$7,064	\$7,466	\$8,294	\$9,107
7% Over Top Step FF	STEP A				
Driver/Engineer (71)	<u>0-m+</u>				
	\$9,745				
7% & 10% Over Top Step DE	STEP A	STEP B			
Lieutenant (73)	<u>0-12m</u>	<u>13m+</u>			
Deputy Fire Marshal	\$10,427	\$10,719			
Fire Fighter/Paramedic					
7% & 10% Over Top Step LT	STEP A	STEP B			
Captain (74)	<u>0-12m</u>	<u>13m+</u>			
Assistant Fire Marshal					
Medical Services Officer	\$11,470	\$11,792			
7% & 10% Over Top Step Cpt	STEP A	STEP B			
Battalion Chief (76)	<u>0-12m</u>	<u>13m+</u>			
Fire Marshal					
Medical Services Administrator	\$12,617	\$12,970			

**A.1.4 2023 SALARY STRUCTURE.** Effective January 1, 2023 the rates of pay shall be as provided:

<b>PAY PLAN "F" - FIRE</b>					
<b>REDMOND FIRE FIGHTERS UNION</b>					
<b>Monthly Rates</b>					
<b>Effective: January 1, 2023</b>					
<b>PAY GRADE</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
<b>Fire Fighter (70)</b>	<b><u>0-12m</u></b>	<b><u>13-24m</u></b>	<b><u>25-36m</u></b>	<b><u>37-42m</u></b>	<b><u>43m+</u></b>
	\$6,920	\$7,347	\$7,765	\$8,626	\$9,471
<b>7% Over Top Step FF</b>	<b>STEP A</b>				
<b>Driver/Engineer (71)</b>	<b><u>0-m+</u></b>				
	\$10,135				
<b>7% &amp; 10% Over Top Step DE</b>	<b>STEP A</b>	<b>STEP B</b>			
<b>Lieutenant (73)</b>	<b><u>0-12m</u></b>	<b><u>13m+</u></b>			
<b>Deputy Fire Marshal</b>	\$10,844	\$11,148			
<b>Fire Fighter/Paramedic</b>					
<b>7% &amp; 10% Over Top Step LT</b>	<b>STEP A</b>	<b>STEP B</b>			
<b>Captain (74)</b>	<b><u>0-12m</u></b>	<b><u>13m+</u></b>			
<b>Assistant Fire Marshal</b>					
<b>Medical Services Officer</b>	\$11,929	\$12,264			
<b>7% &amp; 10% Over Top Step Cpt</b>	<b>STEP A</b>	<b>STEP B</b>			
<b>Battalion Chief (76)</b>	<b><u>0-12m</u></b>	<b><u>13m+</u></b>			
<b>Fire Marshal</b>					
<b>Medical Services Administrator</b>	\$13,122	\$13,489			

## **A.2 HIGHER CLASSIFICATION/DAY SHIFT PAY.**

**A.2.1 Higher Classification.** Effective 1-1-20 through 12-31-20, upon promotion to a higher classification, an employee shall be placed in the lowest step which provides the employee with at least a three percent (3%) salary increase. Effective 1-1-21, upon promotion to a higher classification, an employee shall be placed in the lowest step which provides the employee with at least a seven percent (7%) salary increase.

**A.2.2 Deputy Fire Marshal.** The salary range for the Deputy Fire Marshal assignment shall be the same as Lieutenant. At the time of the initial assignment, the employee will be placed at the lowest Lieutenant pay step that provides a minimum of a seven percent (7%) increase from the employee's then current salary. Lieutenants and higher positions assigned to Deputy Fire Marshal will be paid at the Lieutenant pay scale with no percentage increase. The pay of employees holding a rank higher than Lieutenant who are assigned as Deputy Fire Marshal will be reduced to the top step of Lieutenant during the term of the assignment. Employees leaving the assignment and returning for subsequent assignments to Deputy Fire Marshal shall be returned to the pay step from which they transferred.

**A.2.3 Day Shift Incentive Pay.** Employees promoted (to Assistant Fire Marshal, Fire Marshal, or Medical Services Administrator) or assigned as set forth in Article 12, that are covered by this CBA working day shift (i.e., a 40 hour workweek), will receive Day Shift Incentive pay of eight percent (8%) of the base rate of pay. This incentive pay shall not apply in the case of (a) transfers of three (3) weeks or less, (b) assignment to the Deputy Fire Marshal positions or other positions where the incentive pay is included in the applicable rate of pay, or (c) as otherwise mutually agreed between the Employer and the Union<sup>3</sup>, incentive pay shall apply for the entire period the employee is working in that position and on day shift.

**A.3 EMT SALARY ADJUSTMENT.** The qualifications for each step in each position other than Battalion Chief shall be the time in-grade required to otherwise achieve the step plus current Defibrillation certification and certification as an EMT in the State of Washington. The salary of any employee within such positions who does not maintain both Defibrillation and EMT certifications shall be reduced by three percent (3%) until both certifications are obtained.

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<sup>3</sup> Pursuant to an Memorandum of Understanding the parties have agreed that the assignment of a Lieutenant to the position of Central Purchasing Officer shall be paid as provided in this Section.

- A.4 LONGEVITY PAY.** In addition to the monthly rates of pay set forth above, employees shall receive monthly longevity pay in accordance with the following compensation plan:

Service Time	Monthly Longevity Pay as Percentage of Salary
5 years	2.0
10 years	4.0
15 years	5.0
20 years	6.0
25 years	7.0

Effective 1-1-20 through 12-31-20, longevity pay (a) for paramedics shall be calculated based on the Fire Fighter salary plus fifteen percent (15%) Paramedic compensation received by each Paramedic, and (b) for MSO shall be calculated on their compensation (that is equal to Captain compensation).

Effective 1-1-21, longevity pay for employees working in the position of paramedic or MSO shall be as set forth in the Monthly Longevity Pay as Percentage table only.

- A.5 HAZMAT TEAM.** All members of the Bargaining Unit assigned to the Hazardous Materials Team shall receive incentive pay of two percent (2%) of the base rate of pay, as provided in Section A.1 above.
- A.6 ASSISTANT FIRE MARSHAL ASSIGNMENT TO STANDBY.** The Assistant Fire Marshal may be assigned to Duty Investigator Standby as provided in Section Six of Standard Operating Guidelines Section 037, Prevention. When so assigned, the Assistant Fire Marshal shall be compensated at the rate (ten percent (10%) of top Assistant Fire Marshal hourly rate for each hour of standby), and in the manner, as provided in such Section Six.
- A.7 DEPUTY FIRE MARSHAL STANDBY.** Standby Deputy Fire Marshals shall be compensated at a rate of ten percent (10%) of the top step Deputy Fire Marshal hourly rate. Assignment of Deputy Fire Marshals to standby shall be made in accordance with standard operating procedures and, at the discretion of the supervisor, may be made on a mandatory basis. Deputy Fire Marshal standby duty occurring on any holiday identified in Section 23.2 of the Agreement shall be paid at the rate of twenty percent (20%) of the top step Deputy Fire Marshal hourly rate. At such time as the individual is dispatched or called out for an emergency, they will discontinue being compensated at the standby rate of pay and will begin being compensated at their own hourly overtime rate of pay. Overtime shall continue until the individual returns to their previous location or a minimum of two (2) hours, whichever is greater.
- A.8 COMPENSATION FOR PARAMEDIC AND MSO.** Effective 1-1-20 through 12-31-20, the compensation for a Fire Fighter assigned as a Paramedic shall be fifteen percent (15%) above the employee's Fire Fighter salary. Effective 1-1-21, the compensation for a Fire Fighter assigned as a Paramedic shall be

equivalent to that of Lieutenant Step B. The compensation for a Medical Services Officer shall be same as the Captain's salary. Effective 1-1-20, Medical Services Officers (MSO) shall be certified as a Health and Safety Officer and once certified shall receive an additional five percent (5%) added to annual salary. The certification must be maintained to continue to receive the additional pay. Firefighter-Paramedics hired from outside the NE King County ALS Consortium through a lateral recruitment process, shall be granted seniority for the determination of the level of wages and benefits based on either (a) their years of continuous employment as a professional firefighter, or (b) if the individual is not a professional firefighter, the date of their certification as a Harborview-trained paramedic. For selection of Kelly time, Vacation and Holiday, and for personnel reduction, seniority will be based on Department Seniority as defined in Section 8.1 A.

**A.9 PARAMEDIC STUDENTS ATTENDING PARAMEDIC TRAINING.** Employees that are covered by this CBA and are attending the University of Washington / Harborview Medical Center Paramedic Training program will be assigned to a forty (40) hour work. Overtime will be available as required for course work while attending school. These employees will be exempt from Day Shift Incentive Pay while attending paramedic training.

**A.10 Out of Class Pay.** The parties agree that the out of class pay provided by 17.2 A. for 2020 is as follows:

Rate A:	Employees acting as Lieutenant, Captain, Medical Services Officer, or Assistant Fire Marshal
Rate B:	Shift Captain acting as Battalion Chief and forty (40) hour work week employees acting in positions as Fire Marshal, Training Battalion Chief
Rate C:	Firefighter acting as Driver/Engineer
Rate D:	When acting two ranks up – Firefighter acting as Lieutenant (double Rate A)
Rate E:	When acting two ranks up – Lieutenant acting as Battalion Chief (Rate A + Rate B)

2020 Hourly Rates				
Rate A	Rate B	Rate C	Rate D	Rate E
\$2.83	\$3.77	\$2.28	\$5.67	\$6.60

The parties agree that the out of class pay provided by 17.2 A. for 2021 through 2023 is based on the Salary Structures set forth in A.1 as follows:

**2021 Hourly Out of Class Pay by Position**

Acting in Position:	Driver	Lieutenant	Captain	Asst FM	MSO	Batt Chief*	Fire Mar
Regular Position:							
Firefighter	\$2.94	\$6.09					

Driver		\$3.15	\$7.96				
Lieutenant			\$3.46			\$8.75	
Deputy FM				\$4.23			\$10.68
Paramedic					\$3.46	\$8.75	
Captain						\$3.81	
Asst FM							\$4.64

\* Battalion Chief and Medical Services Administrator (MSA) have same out of class pay

**2022 Hourly Out of Class Pay by Position**

<b>Acting in Position:</b>	Driver	Lieutenant	Captain	Asst FM	MSO	Batt Chief*	Fire Mar
<b>Regular Position:</b>							
Firefighter	\$3.02	\$6.24					
Driver		\$3.22	\$8.15				
Lieutenant			\$3.55			\$8.97	
Deputy FM				\$4.33			\$10.95
Paramedic					\$3.55	\$8.97	
Captain						\$3.90	
Asst FM							\$4.76

\* Battalion Chief and Medical Services Administrator (MSA) have same out of class pay

**2023 Hourly Out of Class Pay by Position**

<b>Acting in Position:</b>	Driver	Lieutenant	Captain	Asst FM	MSO	Batt Chief*	Fire Mar
<b>Regular Position:</b>							
Firefighter	\$3.14	\$6.49					
Driver		\$3.35	\$8.48				
Lieutenant			\$3.69			\$9.33	
Deputy FM				\$4.50			\$11.38
Paramedic					\$3.69	\$9.33	
Captain						\$4.05	
Asst FM							\$4.95

\* Battalion Chief and Medical Services Administrator (MSA) have same out of class pay