

# **COLLECTIVE BARGAINING AGREEMENT**

**By and Between the**

**CITY OF DUPONT, WASHINGTON**

**and the**

**DUPONT PROFESSIONAL FIRE FIGHTERS  
(IAFF LOCAL 3829)**

**JANUARY 1, 2023 - DECEMBER 31, 2025**

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## **PREAMBLE**

Pursuant to RCW 41.56, this Agreement is between the City of DuPont (hereinafter called "Employer" or "the City") and the DuPont Professional Fire Fighters, IAFF Local 3829 (hereinafter called the "Union") is for the purpose of setting forth the mutual understanding of the parties regarding wages, hours, and conditions of employment of those employees for whom the Employer has recognized the Union as the exclusive collective bargaining representative.

## **ARTICLE 1 - RECOGNITION**

The Employer recognizes the Union as the exclusive bargaining agent for all paid uniformed employees of the Fire Department except Assistant Chief, Fire Chief, and non-commissioned staff.

## **ARTICLE 2 - UNION MEMBERSHIP AND DUES**

**SECTION 1.** Although union membership is not a condition of employment, the Union believes that membership is a means to preserve solidarity and ensure the acquisition and maintenance of excellent benefits and job security.

**SECTION 2.** An employee desiring to become, and/or remain, a member of the Union shall advise the Union with an "opt-in" notice, provided by the Union, which authorizes the withholding of union dues, fees, and assessments. Conversely, employees choosing to "opt-out" of union membership shall advise the Union in the same manner of the Employee's desire to revoke the authorization. Upon receiving notice from the Union, the Employer shall begin or cease payroll deductions for the affected employee(s) no later than the commencement of the next pay period.

The Employer agrees to deduct, once each month, dues, initiation fees, and assessments in the 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, as confirmed by the Union. The Employer shall remit the total amount of deductions each month to the Treasurer of the Union. The Union will indemnify, defend, and hold harmless the Employer against any claims made regarding the Employer on account of any deduction of dues for the Union. The Union agrees to refund the Employer any amounts paid to it in error on account of dues deduction provisions upon presentation of proper evidence thereof.

**SECTION 3.** The Employer shall provide the opportunity for new bargaining unit members to attend a union orientation meeting to receive information about the benefits of union membership. Employees are not required to attend the meeting. The meeting shall be for up to 30 minutes and must take place within 90 days of the employee's start date within the bargaining unit.

## **ARTICLE 3 - UNION BUSINESS**

**SECTION 1.** The Union shall provide the employer, on an annual basis, the names and contact numbers of the authorized agents of the Union. Authorized agents of the Union shall have access to the Employer's establishment during working hours, for the purpose of adjusting disputes/grievances, contract negotiations, investigating working conditions, ascertaining that the agreement is being adhered to, or other union activities. On duty personnel working on Union business shall not suffer loss of wages

or time while engaged in the listed or approved activities. Approval shall be obtained from the Fire Chief or designee prior to conducting such business.

**SECTION 2.** The Employer shall provide suitable, non-public space for the Union to use a bulletin board and file cabinet in each fire station. The Union shall provide the board. The bulletin board shall be used for information only, and will not contain derogatory information or comments, political/partisan postings.

**SECTION 3.** On duty Union members shall be allowed to attend formal Union meetings provided the location of such meeting is within the DuPont City limits.

**SECTION 4.** Union representatives, principal officers, or appointed representatives (limit of 2) may be granted time off with pay at the discretion and approval by the Fire Chief or designee to attend seminars, conventions and conferences involving union business that has a demonstrable benefit to the City and not solely to the benefit of the Union, its members, or officers.

**SECTION 5.** Union business will include State, IAFF, or District/Union conventions, meetings, or educational seminars.

#### **ARTICLE 4 - WORK STOPPAGE**

**SECTION 1.** The Employer and the Union agree that the public interest and public safety requires the efficient and uninterrupted performance of all 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, sympathy strike, slowdown, sickout, mass resignation or absenteeism or other interference with Employer functions and should the same occur, the Union agrees to take appropriate steps to tend such interference.

**SECTION 2.** Should any job action occur, employees covered by this agreement may be required to cross an established picket line to perform emergency, or non-emergency activities. Pursuant to approved Department operating procedures, the Employer and/or Union may request a meeting to establish temporary procedures for such situations; provided that in the case of an emergency fire or aid call requiring an immediate response, no such meeting shall be required.

#### **ARTICLE 5 - NON-DISCRIMINATION**

**SECTION 1.** The Employer and the Union mutually agree that there shall be no unlawful discrimination against any employee or applicant for employment because of age, sex, marital status, sexual orientation, race, creed, color, national origin, citizenship or immigration status, honorably discharged veteran or military status, or disabilities. The enumeration of protected classifications or status shall not serve to exclude any other legally protected classifications or status. Whenever words denoting a specific gender are used in this Agreement they shall apply equally to either gender.

**SECTION 2.** The Parties agree they will not discriminate against any employee because of their lawful Union membership or activities. The City and the Union mutually agree that there shall

be no discrimination or retaliation against Captains as a result of their job performance including but not limited to, conducting annual employee evaluations, imposing discipline, or carrying out management directives. The City and Union mutually agree that neither entity shall permit or allow discriminatory inferences, connotations, bullying, or intimidation. or other inappropriate behavior in the workplace.

#### **ARTICLE 6 - 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 legislation, the remaining parts or portions of this agreement shall remain in full force and effect.

#### **ARTICLE 7 - SAFETY**

**SECTION 1.** There shall be a Fire Department Safety Committee consisting of three (3) representatives including one (1) representative appointed by the employer and two (2) representatives appointed by the Union. Those Union Representatives on duty will be allowed to meet while on duty and/or be compensated for participation. The committee shall meet at least once each calendar quarter, or more often as agreed, to discuss all matters concerning health and safety. The Committee shall make its findings and recommendations to the Employer. The Employer will respond to the recommendations within thirty (30) days.

**SECTION 2.** The Employer and its employees shall comply with all applicable State and Federal laws, including those pertaining to employee safety, and the employer shall not require an employee to work in conditions which do not comply there with.

**SECTION 3.** A City Safety Committee shall be established consisting of two (2) people appointed by the city and one (1) person appointed by the Union (or their designee). The safety committee shall meet as often as necessary but no less than one (1) time every three (3) months. The purpose of the Safety Committee shall be to recommend to the City ways to correct unsafe working conditions. Unresolved complaints of violations of Washington Industrial Safety and Health laws may be referred to the Washington State Department of Labor and Industries, Industrial Safety Division, for investigation.

#### **ARTICLE 8 - SUCCESSORS**

All decisions and determinations undertaken by the Employer in connection with any annexation, merger, or consolidation activity, shall be the exclusive province of the Employer. However, prior to any consolidation, annexation, contracting of fire department services or merger, the Employer agrees to notify the Union and to bargain those issues which affect wages, hours and working condition changes.

#### **ARTICLE 9 - PROBATIONARY PERIODS**

**SECTION 1.** All newly hired uniformed employees covered by the bargaining agreement will be required to serve a probationary period of twelve (12) months from the date of their employment. The Employer shall provide each probationary employee with an objective written evaluation of his

job performance and progress every ninety (90) days. Probationary period will be extended by any length of time off taken that extends beyond four (4) shifts excluding Kelly days. At the Fire Chiefs discretion, Light Duty may be offered to offset the extension of probationary periods in the case of an injury as long as the union agrees. Upon recommendation of the Fire Chief or their designee, an employee's probation may be extended with approval from the City Administrator, when mutually agreed upon by Employer and the Local.

**SECTION 2.** Probationary employees shall not have access to the grievance procedures for matters relating to discipline or inability to perform the duties of their position.

**SECTION 3.** Entry-Level Firefighters shall be required to complete an initial career recruit firefighter training academy prior to assignment to regular shift work or have completed a career academy within 3 years of date of hire. The fire academy may be any qualifying career fire academy that provides a IFSAC or ProBoard recognized Firefighter I certification, as selected by the Fire Chief. Any academy and specific training requirements other than this must be mutually agreed upon by labor and management. Scheduling of the work period during recruit firefighter training shall be determined by the agency conducting the training. On-duty crews shall not be used to coordinate or conduct any recruit training until the recruit is assigned to their respective shifts. Recruits may participate in regular scheduled shift training at the discretion of the shift officer. Lateral hire employees shall be reviewed for training compliance on a case-by-case basis and mutually agreed between labor and management before shift placement.

**SECTION 4.** Promoted employees shall serve a probationary period of six (6) months. Probationary period for promoted employees will be extended by any sick, unpaid, bereavement or disability leave that is taken that extends beyond four (4) shifts excluding Kelly days. If during that time the employee fails to perform the duties of the new position satisfactorily, he will be permitted to return to his previous position without loss of seniority. The Employer shall provide each probationary promoted employee with an objective written evaluation of his job performance and progress every ninety (90) days.

**SECTION 5.** Performance evaluations will be done annually. An employee who receives an unsatisfactory annual performance evaluation will not be eligible for a step increase and will be placed on a Performance Improvement Plan (PIP) and will be reviewed every thirty (30) days. If a non-advanced employee's performance comes up to satisfactory performance, the employee shall then be advanced to the next step effective on the date when the employee meets satisfactory performance. The performance evaluation will only be used to counsel employees as to their job performance, identifying strengths and weaknesses, or setting personal goals and objectives and determining training needs. It shall not be used for discipline but may be referenced in discipline.

## **ARTICLE 10 - SENIORITY**

**SECTION 1.** Seniority shall be determined by continuous service with the Employer from the

most recent date of hire. Continuous service shall be broken by voluntary resignation, discharge for cause, loss of Union Membership, giving false reasons for leave of absence, or retirement.

**SECTION 2.** In addition to the provisions in Section 1, Employees shall break their seniority during any period of non-work related illness or injury where:

- A. A medical determination is made that the employee can never return to the work of firefighter or fire prevention specialist; OR
- B. Upon the elapse of eighteen (18) months absence without a full release to service caused by an off-the-job injury or illness provided that during such time there shall be an evaluation made each six (6) months to see if the criteria of subsection A shall apply.

**SECTION 3.** An Employee who enters the Armed Services to participate in or complete a service obligation shall retain seniority rights in accordance with the law.

**SECTION 4.** Employees with the same hire date shall be assigned to the seniority list in order of their ranking on the Civil Services register.

**SECTION 5.** The Employer shall prepare a seniority list upon reasonable request of the Union but not less than once a year. The Employer shall deliver the list to the Union President and the Union shall have 30 days to protest the list as inaccurate. If no protest is made within 30 days of receipt of the seniority list by the Union, it shall be deemed accurate from then forward.

#### **ARTICLE 11 - EMPLOYEE STATUS**

The Employer shall submit written notice to the Union of the name, job title, shift, station and effective date of actions affecting Bargaining Unit Employees as follows:

- A. Appointment of new employees
- B. Promotion or appointment

#### **ARTICLE 12 - REDUCTION OF FORCES**

**SECTION 1.** In the event that it becomes necessary to lay-off persons covered by this agreement, the City will make its best effort to provide 90-days advance notice, but no less than 60 days to the employee and union. Layoffs shall be done in reverse order of seniority, provided the senior employee is qualified and capable of performing the duties of the less senior employee. Employees covered by this agreement will retain seniority rights for twenty-four (24) months from the date of termination.

**SECTION 2.** Employees will be placed on a Department reemployment list of up to twenty-four (24) months and a City reemployment list for up to six (6) months; when laid off due to reduction of forces. Persons on these lists will receive hiring preference over outside candidates for positions in which they apply and qualify, in the timelines listed above.



## **ARTICLE 13 - DISCIPLINARY PROCEDURES**

**SECTION 1.** No employee shall be disciplined except for just cause and progressive discipline will be utilized whenever appropriate. The Fire Chief shall apply any discipline for just cause of an employee. Discipline may include: oral reprimand, written reprimand, suspension without pay, reduction in rank, or discharge. Captains shall be limited to the issuance of oral and/or written reprimand.

**SECTION 2.** Except for criminal investigations, any complaint or allegation not called to the attention of the employee within ninety (90) days of when the complaint is received by the Employer or allegation is made to the Employer may not be used as the basis of any formal disciplinary action as described in Section 1 above, without good cause shown for the delay in notification.

**SECTION 3.** An employee subject to potential discipline shall be afforded the right to have a Union representative, which may include the Union's legal counsel, if requested by the employee. The employee shall be entitled to reasonable intermissions as needed for personal necessities, telephone calls and counseling.

**SECTION 4.** At least twenty-four (24) hours prior to the imposition of discipline, including oral reprimand, written reprimand, suspension without pay, reduction in rank, or discharge, the employee shall be provided with a copy of the alleged violation and relevant documents referenced in the allegations. In addition, the Employer shall hold a pre-disciplinary hearing to allow the employee to respond to the allegation prior to the Employer taking the disciplinary action.

**SECTION 5.** Any disciplinary action imposed by the Employer shall be delivered in writing to the employee with a copy to the Union. The Fire Chief shall sign the disciplinary letter and the letter shall concisely state the date and nature of the misconduct, the policies violated, and the discipline imposed. Only a copy of the disciplinary letter and material supporting the discipline imposed shall be placed in the employee's personal file.

**SECTION 6.** All regular employees shall receive an annual evaluation on a standard annual evaluation form provided by the Employer. Employees shall be afforded an opportunity to respond in writing to any section of the evaluation. Any employee's response shall be attached to the evaluation form to which the response is applicable. If an employee so authorizes, a Union representative shall be allowed to review the evaluation form, its contents, and any subsequent amendments.

**SECTION 7.** The Employer shall notify and provide a copy to the affected employee of any adverse entries to the employee's personnel file within twenty-four (24) hours of the adverse entries. An employee may submit a written rebuttal to be attached to and incorporated into the employee's personnel file. An employee may review the employee's personnel file anytime during normal business hours as scheduled with the Department of Human Resources. During an employee's review of the Employee's personnel file, the Employer shall provide each employee an inventory of

his personnel file. Both the Employer and employee shall sign the inventory. An employee may request to the Fire Chief that a written reprimand be removed from an employee's file after one year, provided there has been no repeat of the original offense. This request shall not be unreasonably withheld.

**SECTION 8.** Any adverse entries placed in an employee's personnel file without compliance by the Employer to Section 7 of this Article shall not be usable by the Employer in any disciplinary matter or proceeding and shall be removed from the employee's personnel file.

## **ARTICLE 14 - GRIEVANCE PROCEDURE**

**SECTION 1.** Grievances are defined as disputes including the interpretation or application of the Collective Bargaining Agreement.

**SECTION 2.** If the employee elects to have disciplinary action reviewed by the Civil Service Commission, then a request for an investigatory hearing must be filed with the Commission within fifteen (15) calendar days from the date of the disciplinary action. The employee must in writing elect to have disciplinary action reviewed either through the grievance procedure or by the Civil Service Commission. An employee is not entitled to a review of disciplinary action under both procedures. If the employee elects to pursue matters before the Civil Service Commission, the Civil Service Commission procedures will be applicable and not those of the Collective Bargaining Agreement.

**SECTION 3.** All grievances must be initiated under the grievance procedure within thirty (30) calendar days of the alleged violation or the time the employee or Union became aware of said violation.

**SECTION 4.** Grievances shall be resolved in the following manner:

**Step 1:** The Union and/or employee shall first present the grievance in writing setting forth relevant facts, including the alleged violation and the recommended resolution, to the Fire Chief who shall review the grievance and render a written decision within fifteen (15) calendar days.

**Step 2:** If the grievance is not resolved at Step 1, the Union and/or grievant shall submit the grievance in writing to the City Administrator (or in their absence, the Mayor) within fifteen (15) calendar days of receipt of the Fire Chiefs decision. The City Administrator (or in their absence, the Mayor) shall render a written decision within fifteen (15) calendar days.

**Step 3:** The Union may appeal an adverse decision of the City Administrator (or in their absence, the Mayor) to a neutral arbitrator. The Union shall give written notice to the Employer of its intent to submit a grievance to arbitration within thirty (30) calendar days of the City Administrator's (or in their absence, the Mayor's) decision. Within

fifteen (15) calendar days of the Union's request to arbitrate, a representative of the Union and of the Employer shall meet and attempt to agree on a neutral arbitrator. If unable to reach agreement, they may request a private list of seven (7) arbitrators from the Public Employment Relations Commission (PERC). Upon receipt of the list, one representative from each party shall meet within fifteen (15) calendar days to alternately strike names until one name remains. This person will serve as the sole arbitrator for both parties.

Step 4: The arbitrator shall render a decision within thirty (30) calendar days of hearing, or if mutually agreed, within thirty (30) days of the submission of post-hearing briefs, which shall be final and binding on both parties. The arbitrator shall have no power to alter, amend or change the terms of this agreement.

**SECTION 5.** Time limits within a grievance procedure may be waived or extended by mutual agreement of both parties. Failure of either party to respond within the established time limits will result in the grievances being moved to the next step in the Grievance process.

**SECTION 6.** Each party shall pay the expenses of their own representatives, attorneys, witnesses, and other costs associated with the presentation of their case and one-half (1/2) the expenses of the arbitrator and court reporter.

#### **ARTICLE 15 - BASIC RATE OF PAY**

For the purpose of calculating the hourly rate of pay which shall apply to excess hours of work (overtime), the established monthly salary of each employee shall be multiplied by twelve (12) to obtain the annual salary, which shall then be divided by the total number of scheduled hours per year. Forty (40) hour employees shall be divided by 2080 and twenty-four (24) hour shift employees shall be divided by 2560. ( $365 \text{ days' year} / 3 = 121.67 - 15 \text{ (K-days)} = 106.67 \times 24 = 2560$ )

*(See Appendix A, "Pay Definitions", for additional pay related terms.)*

#### **ARTICLE 16 - OVERTIME AND CALLBACK**

**SECTION 1.** Forty (40) hour employees shall be paid overtime for all hours worked in excess of forty (40) hours in a seven (7) day work period or for all hours worked in excess of a regularly scheduled shift as established in Article 18 including city sponsored special event staffing. Forty-hour employees shall have a minimum of eight hours off between their work shifts.

Twenty-four (24) hour shift employees shall be paid overtime for all hours worked in excess of a regularly scheduled shift as established in Article 18, including city sponsored special event staffing. Overtime shall be paid at one and one-half ( $1 \frac{1}{2}$ ) times the regular hourly rate of pay as defined in Article 15 of this agreement. Overtime shall be calculated to the nearest quarter hour. The employee may elect to receive compensation for overtime worked by choosing one of the following: Cash compensation - Employees shall receive cash compensation at the one and one-half ( $1 \frac{1}{2}$ ) times the regular hourly rate of pay for each hour worked.

In the event of mandatory overtime, the affected employee shall not be rotated on the overtime list.

- A. Earned Leave - Employees may elect to convert overtime hours into equivalent compensatory time off at one and one-half (1 & ½) times the regular hourly amount for each hour worked as Vacation Leave, posted to the employee's vacation accrual bank.
- B. Compensatory Time Bank -An employee may choose compensation in cash or equivalent Compensatory Time (Comp Time), for overtime earned as outlined in this agreement. As prescribed by law, employees will receive cash compensation for any overtime earned, which would cause the employee's Comp Time bank to exceed one hundred-twenty (120) hours. Employees may elect to contribute "cashed out" Comp Time to an available benefit (such as HSA, Deferred Comp or other City retirement account), by written request, following established contribution process and requirements, prior to the distribution of funds. Employees are responsible for initiating the request process and any applicable contribution laws or limitations pertaining to the affected benefit account.
- C. Employees may use Comp Time in a minimum of one (1) hour increments. Scheduled Comp Time off will be approved by the Fire Chief or designee. Employees requesting use of unscheduled Comp Time must notify the Fire Chief or designee prior to the start of the effected shift.

**SECTION 2.** Twenty-four (24) hour employees shall work no more than seventy-two (72) hours consecutively without at least twenty-four (24) hours off. An employee may voluntarily work up to ninety-six (96) consecutive hours but only if no other Union members are available to fill a vacancy. In the event of emergency staffing issues, an employee may be asked to stay over for no longer than six (6) hours following a seventy-two (72) hour shift. In the event an employee works longer than 48 hours, management must ensure that proper rest is given to the employee during structured hours to maintain an effective and safe response.

- A. Any call-back should be handled by the on duty Captain or acting Captain once it is known that there will be a need for a call-back. All call-backs will be handled according to the following durations: between 0-6hrs, between 6- 12hrs, between 12-18hrs, and between 18-24 hrs. There will be a binder kept with callout lists for Captains, Paramedics, and Firefighters with each time frame. Employees will be rotated to the end of the call-back list once they have accepted any amount of call-back in each of the above mentioned categories (i.e. – if someone accepts a 13 hr. call back, they are rotated to the bottom for the 12-18 hr. list but not the others). Employees will not be rotated due to any refusal. There will also be a "no-contact" log when unable to reach anyone by voicemail or message. If the overtime shift is imminent, the call will move on to the next person without waiting for a response from a missed contact. Any time no contact is made, a refusal will be assumed. If the

overtime shift is more than twenty-four (24) hours away, then at least thirty (30) minutes should be given to the employee to respond before moving on to the next person. If someone denies acceptance of the call back, then it is not necessary to wait. Shift officers shall attempt to fill overtime openings one week in advance using a department phone. Saturday is intended to fill those shifts that have not yet been filled for the week proceeding.

- B.** When calling any employee for a call-back in either of the above scenarios and no contact is made, an effort shall be made to leave a message by voicemail or text with the employee indicating the date of the call-back, the amount of hours of the call-back, and the amount of time the employee has to respond. If the person making the call-back has moved past an employee due to no contact and that employee calls back while waiting on the next employee in line to accept the call-back, the first employee can still accept. The offer to the first employee remains active until the overtime opportunity has been filled.
- C.** Captains will have first option for call-back in the absence of a Captain or Interim Captain unless there is three-person staffing on that shift with one being a Firefighter 1st Class. Should a shift be at two-person staffing without a Captain, or Interim Captain, the call-back order shall be; Captain, Interim Captain, Current Promotional List (unless an individual on the current promotional list is working), and then Firefighter 1st Class. Reference Article 26, Section 4 for Acting Captain language.
- D.** In the event a shift has already commenced with an Acting Captain in place, the overtime will default to the level of the absence created in order to maintain shift integrity. If a firefighter goes off shift, the firefighter list will be used first. If the acting Captain goes off shift, the Captain list will be used.
- E.** Paramedics will have first option for call-back in the absence of a FF/Paramedic, unless there is already three person staffing on that shift with one being an approved FF/Paramedic. Should a shift have no Paramedic scheduled, an attempt shall be made to fill the paramedic position, regardless of staffing level.
- F.** Firefighters will have first option for call-back in the absence of a firefighter and if a Captain or Interim Captain and Paramedic are on shift. Interim Captains shall be on the Captain overtime list, and when called in as firefighters, will receive Captain pay.
- G.** Any individual on a K-day can accept a call back but only after both lists have been exhausted (i.e. a FF call back with no FF's accepting and then no Capt.'s accepting). No employee shall accept nor shall they be offered an opportunity at overtime if they are on vacation time or sick time.

- H. Probationary firefighters are eligible for overtime providing that all other lists have been exhausted first including any individual who may be on a K-day. Temporary firefighters will be called after probationary firefighters. All efforts shall be made to prevent more than one probationary firefighter and/or temporary firefighter from working at the same time with a minimum staffing of three (3). Any exception to this rule must be authorized by the Fire Chief. Once probation has ended, these firefighters will be eligible for all call-back as mentioned above with the exception of officer call back. They will not be eligible for officer call back until a later date agreed upon by both labor and management.
- I. Any individual offered call back overtime must accept the whole time being offered. If they cannot accept the whole time being offered then the person making the call back must continue through the list (i.e. someone is offered a 24-hour call back but can only accept 22.5 hours of it due to a prior obligation, that individual will not be eligible for that call back and the offer must continue through the list). If all options have been exhausted and nobody is able to accept the full shift, then and only then, at that time can the call back be broken down in increments to fit people's availability.
- J. If there is a firefighter vacancy and no other firefighter is available to take the call-back, then the Paramedics will be called for an opportunity to take the call-back. Captains will be called for an opportunity to take the firefighter call-back, after Paramedics. If a Captain accepts a call-back created by a firefighter, then the Captain will assume responsibility for the shift as the company officer as long as there is not another Captain already working. If there is already another Captain working, the Captain whose shift is working will be the officer. If two Captains are working together on a shift that they are not assigned to, then the senior Captain will be responsible for the shift. A promoted Captain shall not work under or report to a firefighter.
- K. An employee working regular overtime or call backs shall receive one and one-half ( $1 \frac{1}{2}$ ) times their regular straight time hourly rate of pay provided, however, the employee shall receive not less than two (2) hours of pay at one and one-half ( $1 \frac{1}{2}$ ) times the employee's regular straight hourly rate of pay. However, when called back within two hours prior to their regular scheduled shift, the employee will receive overtime pay for those hours actually worked. To constitute a call back an employee must be off shift, have left City of DuPont property, and be outside of regularly scheduled hours.
- L. Mandatory overtime will be required only in emergency situations to maintain minimum staffing of at least two (2) employees on shift. The Employer shall endeavor to maintain at least three (3) employees on shift. This section shall not prohibit mandatory overtime in a regional emergency.

**SECTION 3.** If an employee has agreed to work overtime and the Employer cancels the overtime with less than eight (8) hours' notice the employee shall be paid a two (2) hour minimum at the overtime rate. Should an Employee cancel or call off from agreed overtime with less than eight (8) hours' notice, the Employee will move to the bottom of the overtime list, as if they had worked the full shift.

**SECTION 4.** An employee performing the duties of a higher position shall receive the full percentage of class pay for all hours worked out of class, as set forth in the Article 17 and Appendix C pay scale (including Acting Captain). Out of class pay equal to seven percent (7%) of the employee's regular pay for all hours worked out of class. If an employee works out of class for an extended, consecutive period, they shall receive fourteen percent (14%) for all shifts worked beyond nine (9) shifts.

**SECTION 5.** Alternate methods of scheduling overtime such as the use of scheduling software may be used, and may take the place of using phone calls and tracking with paper logs and a binder.

## **ARTICLE 17 - SALARIES**

**SECTION 1.** Effective January 1, 2023, the 2022 monthly Firefighter 1<sup>st</sup> Class base wage shall be increased by six percent (6%) (This includes the two percent (2%) EMT premium being folded into base wages) for an effective four percent (4%) additional general wage increase.

**SECTION 2.** Effective January 1, 2024, the 2023 monthly Firefighter 1<sup>st</sup> Class base wage shall be increased by four percent (4%).

**SECTION 3.** Effective January 1, 2025, the base wage shall be increased by a Cost of Living Allowance (COLA) of 100% of the Seattle/Tacoma/Bellevue CPI-U 12-month June 2023 to June 2024 - with a minimum increase of two and one half (2.5%) and a maximum increase of four (4%).

### **SECTION 4. Specialty Pay**

Firefighter 2 – 2% (once first class)

Bargaining unit members shall receive a 2% specialty pay for Firefighter 2 (Firefighter 2 specialty applies upon reaching Firefighter First Class).

**SECTION 5.** Captain or Battalion Chief with maintained Paramedic certifications shall receive ten percent (10%) cost compensation on top of their promotional wage.

**SECTION 6.** Fire Prevention Specialist shall receive Firefighter 1st Class wages. Probationary and Interim Captains shall receive Captain's wages.

**SECTION 7. MSO** The department shall maintain a Medical Services Officer appointed by the Fire Chief based on qualifications with additional pay of one percent (1%).

The MSO may be responsible for developing and maintaining EMS training and records for the

department and may be appointed regardless of rank or shift. Such appointments shall be reviewed by the Fire Chief annually or when vacant and will be filled within sixty (60) days.

**SECTION 8.** Longevity Pay shall be added to each employee's base monthly pay as follows:

- After the completion of the 5th (i.e. beginning the 6th) year of service= 2%
- After the completion of the 10th year of service= 3%
- After the completion of the 15th year of service= 4%
- After the completion of the 20th year of service= 5%

**SECTION 9.** Both parties agree that new training requiring maintenance of certification or training that would constitute a change in working conditions will be bargained as defined under RCW 41.56.

## **ARTICLE 18 - HOURS OF WORK**

**SECTION 1.** Forty-hour (40) employees assigned to the day shift shall work the default shift schedule of: Monday through Friday 0800 to 1700. Other forty (40) hour schedules may be mutually agreed between the employee and employer. Alternative schedules may be unilaterally ended by either the employee or the employer with fourteen (14) days' calendar notice.

**SECTION 2.** Forty-hour (40) employees shall be provided with a one-hour lunch break and two (2) fifteen (15) minute breaks; one (1) in the morning and (1) in the afternoon.

**SECTION 3.** Twenty-four (24) hour shift employees shall work a three platoon, forty-eight (48) hour schedule. This schedule consists of two consecutive twenty-four (24) shifts, followed by ninety-six (96) hours off duty.

**SECTION 4.** Annually fifteen (15) twenty-four (24) hour Kelly Days will be used to reduce work hours. Only one employee at a time may be off by using a Kelly Day. The employee shall select K-Days for the following calendar year by seniority prior to November 30th of each year or within ninety days for newly hired employees. K-Day selections shall be made after vacation bids. K-Day requests shall not conflict with vacation bids. Two (2) employees may be off on the same shift with one using vacation in accordance with Article 24 Section 4. The Fire Chief shall respond in writing by December 15th indicating approval of K-Day requests. For new employees, the annual number of K-days shall be prorated based upon the date of hire.

**SECTION 5.** All twenty-four (24) hour employees shall be provided with a one-hour lunch break and two (2) fifteen (15) minute breaks; one (1) in the morning and (1) in the afternoon.

**SECTION 6.** For employees working 24 hour shifts, Fair Labor Standards Act (FLSA) 7(k) exemption rules will be as follows. When working the 48/96 schedule, employees shall have a 24 day work cycle with 8 shifts per cycle (192 hours). All new employees working this schedule will fall under the same 24 day work cycle (see Appendix B). FLSA allows employees to work a max of 182 regular hours on the 24 day cycle, and employees will need to reduce total regular hours worked by at least 10 hours of any



leave. When working as a rover, employees shall have 9 Shifts (216 hours) scheduled in a 28 day work cycle and FLSA states a max of 212 hours, so regular hours must be reduced by 4 hours of any leave per period. In the event an employee is unable to reduce hours, it is understood the straight pay overage will be included as part of the employee's salary and the extra haltime (50%) will be banked as compensatory time. For example, a 24 hour shift employee on the 48/96 schedule will have an overage of 10 hours per 24 day work cycle if no leave is used, paid at time and half. The initial 10 hours will be included in the average salary, and the haltime of 5 hours will be added to their Comp Time.

**SECTION 7.** Additional shift configurations may be adopted if mutually agreed upon by both parties.

**SECTION 8.** All employees covered by this Agreement shall receive written notice sixteen (16) calendar days in advance of a change from one shift to another unless mutually agreed between the Employer and Union. Any employee being transferred to another shift by the Fire Chief shall have their approved Vacation and K-Day picks honored so that they will get the same period of time off independent of their shift assignment. This time limit may be waived at the discretion of the Fire Chief in the case of permanent appointments to a promotional position within the Bargaining Unit and necessary shift adjustments caused by such appointments.

**SECTION 9.** The twenty-four (24) hour shift shall commence at 0800 and follow through to 0800 the following day. Structured hours for twenty-four (24) hour shift personnel is defined as the timeframe for equipment readiness checks, routine house duties (cleaning and maintaining facilities), training, community/public events, and fire inspections between the hours of 0800 to 1700 Monday through Saturday. Structured hours for twenty-four (24) hour shift personnel will be between 0800 and 1200 hours on Sunday, with unstructured time between 1200 and 0800 the following day. Any scheduled holidays will be considered unstructured time after apparatus checks, and all assurances are made to ensure proper and efficient emergency response. In the event that drill, public relations assignment, or other activity is scheduled during unstructured time, an equal amount of unstructured time will be taken by the on duty twenty-four (24) hour shift personnel during the productive hours preceding the event.

**SECTION 10.** In order to ensure minimal overtime and provide safe and adequate daily staffing, The City of DuPont may maintain rover position(s), for any position or rank, as long as staffing allows. The rover position(s) will be filled based on seniority through a bidding process and will be a one-year appointment. The rover(s) must be off probation and qualified to drive/operate all apparatus. If there are no senior firefighters interested in the position it will default to the firefighter with the least amount of seniority, with a maximum one-year involuntary appointment. Temporary Firefighters will not be assigned a rover position unless mutually agreed upon between the City and Union. The rover assignment(s) will be determined by the end of October in order to allow all other firefighters to make vacation picks in accordance with the CBA. The rover position(s) will not receive K-days, however, when determining the number of shifts that the rover will work, the number of K-days provided in the current CBA will be factored into the total number of days per year the rover will be required to work. (Example: each FF will work 121 shifts/year minus 15 K -days = 106 shifts/year or 9 shifts/month.) The rover(s) will work a total of 106 shifts each in a calendar year, scheduled as follows:

- A. The Fire Chief will provide the rover(s) with the monthly work schedule at least fourteen (14) days prior to the beginning of the month. When two rover positions are scheduled, they will choose days based on seniority using a 2,2,2,3 rotations (first picks 2 days, second picks 2 days, etc.). As the schedule allows, the rovers may choose two flex days not based on shift vacancies. The proposed schedule shall include at least three more shifts than are required and the rover shall select a work schedule for that month.
- B. The Fire Chief and rover(s) will work to ensure that the focus is related to selecting shifts that would otherwise be understaffed based on two (2)-person minimum staffing.
- C. The rover(s), with the approval of the Fire Chief may reschedule any shift during the month with another shift during that same month so long as that move does not cancel someone else's already scheduled overtime. Additionally, two rovers may split a shift into 12-hour front half and 12-hour back half so long as the entire shift is covered by the rovers and overtime is not created. I.e. a rover cannot work a partial shift leaving a partial vacancy.
- D. No assigned work schedule of Rover shifts shall exceed 72 consecutive hours. This does not include a potential overtime shift on either end bringing a total to 96 hours as mentioned in Article 16.
- E. The rover(s) may choose to work more than 72 total hours being worked in a nine (9) day period and will not claim these shifts as overtime as indicated in Article 16.
- F. The rover(s) will remain eligible for all overtime based on the rotational overtime process.
- G. Rovers will still choose vacation days in accordance with Article 24, Section 4, to ensure first choice vacation will be recorded and honored in the event a rover is moved back to a regular shift.

**SECTION 11.** In light of working in the twenty-four (24) hour shift schedule, it is agreed to by both parties that firefighters may bring personal items in to the station to support their work shift. The following are examples of personal items: linens needed for bedding, personal clothing, wallets and purses, toiletries and personal hygiene items, and food items. It is further agreed to that the area of the fire station designated as the firefighters living space will be appropriately secured to ensure that non-fire department personnel are not allowed access without being accompanied by the fire department personnel. The City does not assume responsibility for any thefts or damage to any personal items that firefighters bring to the workplace.

## **ARTICLE 19 - SICK LEAVE AND DISABILITY**

**SECTION 1.** Sick leave may be used per Washington State Law, as outlined in City Policy, and for the following purposes: bona fide personal injury or illness, forced quarantine of an employee, care of immediate family member, care and supervision of a dependent child under the age of eighteen (18) with a health condition that requires treatment or medical supervision, medical and dental appointments, the birth of their child, parental leave, Domestic Violence leave, bereavement leave as set forth in Article 22, and use of a prescription drug which temporarily impairs job performance or safety. Immediate family is detailed in Washington State Law and further outlined in Article 22 - Section 1.

**SECTION 2.** If the reason for sick leave is foreseeable, advance notice should be given by the employee as early as practicable. If an employee is unable to give advance notice because of an emergency or unforeseen circumstance related to the lawful use of paid sick leave, the employee or their designee shall notify their supervisor as soon as reasonably possible.

**SECTION 3.** Twenty-four (24) hour employees shall accrue sick leave at a rate of twenty- four (24) hours per month to a maximum of one thousand six hundred eighty (1680) hours.

- A. Following a third (3) consecutive sick leave absence, the Fire Chief or their designee may request verification by a physician that states the employee is able to return to full firefighting duties.
- B. Any sick leave accrued in excess of an employee's maximum cap may be converted to vacation time at a ratio of one hour to 0.25 hours of vacation at the employee's option.

**SECTION 4.** Forty (40) hour employees shall accrue sick leave at a rate of eight (8) hours per month to a maximum of one thousand two hundred eighty (1280) hours. Part-time employees shall accrue on a pro-rata basis.

- A. During the calendar year, forty (40) hour employees may accrue an unlimited amount of sick leave. Once the sick leave accrual reaches 1280 hours, any additional hours accrued and unused will be automatically cashed out (at 100% value per hour) and be paid as prescribed by law.
- B. Verification may be required when sick leave is used for absences exceeding three (3) consecutive days for forty (40) hour employees in accordance with Washington State Law and as outlined by City Policy.

**SECTION 5.** Pension and disability leave shall be granted in accordance with the Washington State Industrial Insurance and Worker's Compensation Act (RCW 51.04) and or the LEOFF Pension ACT (RCW 41.26).

**SECTION 6.** Donation of sick leave shall be allowed per City policy as stated in City Ordinance 07-837.

**SECTION 7.** Benefits that accrue according to the length of service such as paid vacation, holiday, and sick days will stop accruing six months from the time the employee files for medical leave.

**SECTION 8.** The City agrees to buy back a portion of an employee's accrued sick time at separation of employment. Buy back amounts are calculated based on the number of years of service and the percentage of unused sick leave up to 100% of cap in the employee's bank. For example, if a 24-hour employee has worked for the City for 11 years and has 1260 unused sick hours, the employee would be eligible for \$7500.00.

*Example for 10 - 15 Years of Service:*

*Unused hours 1260/ max hours 1680 = 75%. 75% x \$10,000 = \$7500.00.*

Years of Service	Buy Back Maximum
0 – 5 Years	\$0
5 – 10 Years	\$5,000
10 – 15 Years	\$10,000
15+ Years	\$15,000

This money is to be deposited into the employee's designated account upon separation of employment.

## **ARTICLE 20 - MILITARY LEAVE**

**SECTION 1.** Any employee who is a member of the Washington National Guard or of the Army, Navy, Air Force, Coast Guard, or Marine Corps reserve of the United States, or of any organized reserve of armed forces of the United States will be granted leave of absence with pay not exceeding twenty-one (21) working days per year. Such leave shall be granted in order that the person may take part in active training duty in such manner and at such time as they may be ordered to active training duty, and shall not involve loss of efficiency rating, privileges or pay. Requests for such leave shall be filed at least twenty (20) days prior to the scheduled leave and shall be accompanied (when available) by a copy of the employee's active training duty orders.

**SECTION 2.** Employees called to active duty are eligible for up to five (5) years of unpaid military leave without pay and with following specified return to work rights:

- A. General Provisions- Employees return to their regular position and receive any benefits, pay increases or other entitlements that would have accrued to them.
- B. Vacation leave accrual rate- Vacation leave does not accrue during unpaid military leave. Upon return to work the vacation leave accrual rate is adjusted as though the employee had been continuously in pay status.

- C. Salary Increments- Upon return to work the employee's salary is placed at the step in the range that the employee would have reached if not on unpaid military leave.
- D. Seniority- Time on paid and unpaid military leave is included in seniority calculations.
- E. Military Leave Duration; Notice Required- Less than 31 days: Employee reports to work on the first scheduled work period on the first full calendar day following completion of service plus 8 hours. Between 31 and 181 days: Employee requests reinstatement within 14 calendar days of completion of service. More than 180 days: Employee requests reinstatement no later than 90 days following completion of service

## **ARTICLE 21 - JURY DUTY**

**SECTION 1.** All employees shall be allowed up to two (2) weeks' leave to serve as a member of a jury. During such leave, employees will be paid at their regular rate of pay. Any jury duty pay (exclusive of expenses) received for his service on a workday shall be reimbursed to the employer.

**SECTION 2.** Forty (40) hour employees shall be required to report to work when there are three (3) or more hours of their regularly scheduled shift remaining inclusive of regular travel time.

**SECTION 3.** Twenty-four (24) hour shift employees shall be required to report to work when there are three (3) or more hours of their regularly scheduled shifts remaining inclusive of regular travel time and they are not required to appear for jury duty the following day.

## **ARTICLE 22 - BEREAVEMENT LEAVE**

Employees shall receive paid Bereavement Leave, for missed shifts over a period of eight consecutive calendar days, when the absence is due to the death of an immediate family member. Immediate family is defined as the employee's parents, spouse, registered domestic partner, child (including miscarriage), step-child, brother or sister, mother or father-in-law, step-father-in-law, step- mother-in-law, son or daughter-in-law, grandparent, grandparent-in-law, grandchild or other relative who lives in the employee's home. Bereavement Leave will not be paid for absences that occur on a scheduled Kelly Day and will not be considered "time missed". Employees may request additional time off and use accrued sick and/or vacation leave, upon approval by the Fire Chief.

## **ARTICLE 23 - LEAVE OF ABSENCE**

**SECTION 1.** A leave of absence, without pay or benefits, may be granted to an employee not to exceed six (6) months. A request is to be submitted in writing, detailing the need for the leave. Approval or denial shall be solely at the discretion of the Employer.

**SECTION 2.** In accordance with the Family Medical Leave Act, the Employer will grant job protected family and medical leave to all eligible employees in the bargaining unit.

**SECTION 3.** Non-work related medical leave shall not extend beyond eighteen (18) months and

may require six (6) month periodic prognosis regarding return to work.

## **ARTICLE 24 - VACATION AND HOLIDAYS**

**SECTION 1.** Forty (40) hour bargaining unit members shall accrue and be granted vacation in accordance with the following schedule:

<b>Years of Employment</b>	<b>Hours</b>	<b>Hours accrued per month</b>
1 through 4	100	8.334
5 through 9	124	10.334
10 through 14	148	12.334
15 or more years	172	14.334

**SECTION 2.** Twenty-four (24) hour bargaining unit members shall accrue and be granted vacation in accordance with the following schedule:

<b>Years of Employment</b>	<b>Hours</b>	<b>Hours accrued per month</b>
1 through 4	140	11.667
5 through 9	174	14.5
10 through 14	208	17.33
15 or more years	242	20.167

**SECTION 3.** Each twenty-four hour (24) shift bargaining unit member shall be entitled to accrue vacation leave not to exceed a maximum of three hundred eighty four (384). Each forty (40) hour employee shall be entitled to accrue vacation leave not to exceed a maximum of two hundred fifty-six (256) hours. If the maximum vacation accrual is exceeded, the Employer shall pay the employee for all vacation accruals in excess of the vacation accrual cap.

**SECTION 4.** Two (2) "Block" and up to five (5) single day vacation scheduling shall be done by seniority. A "Block" vacation is defined as at least forty (40) consecutive hours of paid leave taken by an employee not including the employee's regularly scheduled days off for twenty-four (24) hour shift personnel. It is the responsibility of the local to provide a calendar with selections of up to two (2) "Block" and up to five (5) single day vacation picks for each employee by no later than November 30th of each year and submitted to the Fire Chief. The following rotation based on seniority shall be followed by employees on each shift as follows: First "Block" selection, Second "Block" selection, and then up to five (5) single day vacation bids. Additional one (1) day vacation picks can be requested once the "First Choice" calendar has been approved. Approval of one-day vacation picks will not be unreasonably withheld. The Fire Chief shall respond in writing by December 15th indicating approval of vacation requests. "First Choice" vacation time off shall be honored regardless of what shift the employee is on or position filled at the time of the vacation. No two (2) employees may have the same vacation day. Employees may make additional vacation requests outside of the bid process, which shall be reviewed and approved at the discretion of the Fire Chief.

**SECTION 5.** The following are recognized as legal holidays for all employees covered by this agreement.

<b>New Year's Day</b>	January 1 <sup>st</sup>	<b>Labor Day</b>	1 <sup>st</sup> Monday of September
<b>Martin Luther King Jr. Day</b>	3 <sup>rd</sup> Monday of January	<b>Veteran's Day</b>	11 <sup>th</sup> of November
<b>President's Day</b>	3 <sup>rd</sup> Monday of February	<b>Thanksgiving Day</b>	4 <sup>th</sup> Thursday of November
<b>Memorial Day</b>	Last Monday of May	<b>Day after Thanksgiving</b>	4 <sup>th</sup> Friday of November
<b>Juneteenth</b>	19 <sup>th</sup> of June	<b>Christmas Day</b>	25 <sup>th</sup> of December
<b>Independence Day</b>	4 <sup>th</sup> of July		

A forty (40) hour employee will receive two (2) floating holidays per year. The floating holiday eligibility will occur after six months of continuous employment. An additional floating holiday will be accrued for forty (40) hour employees upon completion of six months of continuous service without incurring a sick day.

Forty-hour (40) employees will be released from work without loss of salary for all recognized holidays. In the event a holiday falls on a Saturday the preceding Friday shall be observed as the holiday. If the holiday falls on a Sunday, the following Monday shall be observed. If the holiday falls on the employees' regular day off, the employee shall take the day off preceding or following his regular days off.

**SECTION 6.** Forty-hour bargaining unit members who are required to work on a recognized holiday shall be compensated at two and one half (2 1/2) times their regular rate of pay. Twenty-four hour shift bargaining unit members shall annually receive ninety- two (92) vacation hours in lieu of holidays, divided as follows: thirty (30) hours on the first of January, and thirty-one (31) hours on the first of May and September. Twenty-four (24) hour shift bargaining unit members shall be compensated at one and one half (1 1/2) times their regular rate of pay for scheduled shifts on recognized holidays for any time worked that shift. Twenty-four (24) hour shift bargaining unit members that are called in to work overtime on a holiday, shall be compensated at two and one half (2 1/2)times their regular rate of pay for any time worked that shift.

**SECTION 7.** If employee bargaining unit member is on vacation leave and becomes ill or disabled, the Employee may notify the Employer to that effect. The bargaining unit member may request that their vacation leave be canceled and be placed on sick leave.

**SECTION 8.** New employees, upon being appointed to full-time regular employment, shall accrue vacation leave in accordance with section one of this Article.

**SECTION 9.** Additional vacation requests shall be requested by at least 1600 of the day prior to the day that the vacation is being requested and shall not unreasonably be denied. If it is later than 1600, the Fire Chief may grant an employee to take vacation so long as coverage is found.

**SECTION 10.** Upon termination or retirement, the employee shall be compensated at their regular rate of pay for all unused vacation time.

## **ARTICLE 25 - INSURANCE**

### **SECTION 1.**

- A.** The City shall make contributions under the AWC HDHP HSA Qualified Medical Plan, and will make contributions equal to one hundred percent (100%) of the premium necessary to provide employee and dependent coverage on behalf of every full-time employee and on a pro-rated basis for part-time regular employees.
- B.** As an alternative to the AWC HDHP HSA Qualified Medical Plan an employee may choose to participate in the Kaiser Permanente Access PPO Plan. If an employee chooses the Kaiser Permanente Access PPO Plan, the City shall make contributions equal to one hundred percent (100%) of the premium necessary to provide employee and dependent coverage on behalf of every full-time employee and on a pro-rate basis for part-time regular employees.
- C.** Employees shall contribute twenty (\$20.00) dollars per month towards the premium. The deductions shall be made under an IRS Section 125 Plan. A choice of at least two plans for such coverage shall be offered by law.

**SECTION 2.** The City will offer participation in a Health Savings Account (HSA) for those employees who choose to enroll in AWC HDHP HSA Qualified Medical Plan under Section 1. The City shall annually contribute \$1,500.00 into the HSA for an employee only, and \$3,000.00 for an employee with family, regardless of number of dependents. Payment into the employee's established HSA account will be made in one annual installment January 1 each year provided the employee is employed by the City on each payment date. The employee shall be responsible for establishing their own HSA account with the financial institution of their choice and be responsible for all fees for setting up and maintaining the HSA account. Employee may contribute additional funds to their HSA account(s) as regulated and described in IRS Code 223.

### **SECTION 3.**

- A.** The City will establish a medical savings account, Voluntary Employees' Beneficiary Association (hereinafter VEBA) plan, under Section 501(c)(9) of the Internal Revenue Code for each employee of the Association who is eligible for, and enrolls in, one of the City's health insurance plans as described in Section 1 of this Article.



- B.** For those employees who have enrolled in the AWC HDHP HSA Qualified Medical Plan and choose to maintain an active VEBA account rather than establishing an HSA account, the City shall annually contribute \$1,500.00 for an employee only and \$3,000.00 for an employee with family regardless of number of dependents, into the employee's established VEBA account. Payment into the employee's VEBA account will be made in one annual installment on January 1 each year provided the employee is employed by the City on each payment date.

**SECTION 4.** Once an employee is subscribed to the AWC HDHP HSA Qualified Medical Plan, the City will self-fund a medical bridge health reimbursement arrangement under Section 105 of the Internal Revenue Code for all participating employees and dependents at a rate of \$2,400.00 for employee only coverage and \$4,800.00 for family coverage regardless of number of dependents. The medical bridge amount shall be funded at a level sufficient to assume the City had to pay out during the calendar year the full amount for every bargaining unit member and family member that is in the AWC HDHP. The bridge amount may only be used after the annual deductible amount of \$1,500.00 for an employee only and \$3,000.00 for an employee with family regardless of number of dependents, on the AWC HDHP has been reached, and may only be used to cover the gap for eligible medical expenses that apply toward meeting the calendar year out of pocket maximum amount. The bridge is not cumulative each year. The bridge amount shall be adjusted each year to take into account any increases in the start amount for 100% payment of claims. For example, if the out of pocket maximum on the HDHP is increased by \$1000, then the medical bridge plan would be increased by \$1000. Probationary employees shall not be included in the HSA until the 1st day of the month in which the employee is covered under the City health care plan.

**SECTION 5.** The City shall make contributions under AWC Dental Plan "E" equal to the cost of the premium for Plan "B" necessary to provide employee and dependent coverage on behalf of every full-time employee and on a prorated basis for part-time regular employees. The City will deduct the difference in the cost of the premiums (Plan E plus Plan II Riders vs. Plan B) from the employee's pay. The City will provide the AWC Orthodontia Plan II rider to the Washington Dental Service Plan. As an alternative to AWC Plan "E" at an employee's option, an employee may choose to participate in the Willamette Dental \$10 Co-Pay Plan, the City shall contribute an amount toward the cost of the premium equal to the cost of the premium of the AWC Dental Plan "B" to provide an employee and dependent coverage on behalf of full-time employees and on a pro-rated basis for part-time regular employees.

**SECTION 6.** The City shall make contributions equal to one hundred (100%) percent of the premium necessary to provide employee and dependent coverage on behalf of every full-time commissioned employee with AWC Vision Service Plan Option 1 (Full family-\$0 deductible) and the Second Pair Plan Rider.

**SECTION 7.** The City shall pay the cost for all preventative vaccinations as needed by employees for occupational related diseases. (i.e. Hepatitis, Tetanus, etc.)

**SECTION 8.** The Employer shall make contributions equal to one hundred (100) percent of the premium necessary to provide every employee \$40,000 worth of life insurance coverage under the AWC States West Plan.

**SECTION 9.** The Employer shall provide long-term disability insurance to all employees at no cost to the employees under AWC Standard Insurance Option 1.

**SECTION 10.** The Employer shall provide access to supplemental insurance with American Family Life Assurance Company (AFLAC). Any participation will be voluntary and plans will be up to the individual. The City will coordinate all necessary payroll deductions. All costs associated with AFLAC will be the responsibility of the employee.

## **ARTICLE 26 - STATION AND SHIFT OFFICERS**

**SECTION 1.** Every effort shall be made for each shift to have at least three (3) firefighting personnel who are members of the Local's bargaining unit, with one being driver- operator-capable, and one being Officer-capable. The Officer shall be responsible for daily department operations, station equipment and personnel working under the Officer's direction. Reserves and volunteers shall not count towards 3-person minimum staffing.

**SECTION 2.** Employees covered by this Agreement shall not be supervised or fall under the authority of any volunteer during the day-to-day operations of this department.

**SECTION 3.** In the event of no Captain being available, there will be a need for an Acting Captain. Every attempt will be made to have a bargaining unit member on the current promotional list or Firefighter 1st Class accept the responsibility of Acting Captain. Should a bargaining unit member on the current promotional list not be available, then the Acting Captain will default to a Firefighter 1st Class. If there are multiple Firefighter 1st Class personnel then the position will be filled as mutually agreed upon by those available to assume the role. Should there be no Firefighter 1st Class personnel available then the position will default to the most senior Firefighter. Interim Captains shall receive the Captain Rate of Pay. See Article 17 for pay rates.

## **ARTICLE 27 - SHIFT SUBSTITUTIONS**

**SECTION 1.** Shift substitutions may be voluntarily undertaken between two employees upon approval of the Fire Chief. The responsibility of repayment rests with the employees involved in the trade. No obligation shall be placed upon the Employer for repayment of time voluntarily substituted or repaid between employees. Substitutions shall be done in a like manner and in accordance with FLSA Standards. Substitutions shall not create any additional financial impact to the city.

**SECTION 2.** An employee may voluntarily work another employee's shift but in repayment will have an equal amount of vacation hours transferred into their vacation bank so long as this transfer does not put the receiving individual over the vacation bank maximum. Such agreements must be mutually agreed upon by both employees and approved by the Fire Chief, or designee. Substitutions

shall not create any additional financial impact to the City.

## **ARTICLE 28 - UNIFORM, PROTECTIVE CLOTHING, AND EQUIPMENT**

**SECTION 1.** All protective clothing and equipment required by the Washington State Administrative Code shall be supplied and cleaned by the Employer in accordance with the manufacturer's recommendations.

**SECTION 2.** Uniforms shall be furnished by the Employer to each employee and shall be replaced by the Employer on a fair wear and tear basis as determined by the Fire Chief. The employer shall issue uniforms as required by the recruit academy. Items to be provided to all uniformed Employees:

- 3 pairs of uniform pants
- 3 uniform shirts
- 5 blue T-Shirts
- 1 pair duty boots
- 1 pair station boots (not used for calls)
- 1 belt
- 1 uniform jacket
- 1 quarter zip sweatshirt
- 1 Baseball Cap
- 1 Beanie
- 1 Work out/ Training shorts
- Appropriate badges, patches, and pins approved by the Fire Chief.
- Class A uniform will be provided to all First Class Firefighters.

All of the above supplied equipment shall remain the property of the Employer and to the extent possible shall be returned to the Employer upon separation from employment unless otherwise determined by the Fire Chief. The Employer will provide onsite or regular cleaning of uniform items for Firefighters.

### **SECTION 3.**

- A. The City agrees to provide full-time Firefighters an annual \$600 uniform allowance. A Firefighter may elect to carry forward their unspent uniform allowance, in part or whole, to the following year to purchase items greater than \$600, with the Fire Chiefs approval. However, they are not to exceed \$1200 every two years per Firefighter. This funding for reimbursements will be available for purchases beginning January 1st. This allowance may be used at the employee's discretion, for items beyond those listed in Section 2 (excluding personal protective equipment). Items must be specifically intended for use at the Department, ordered by the employee, with the Chiefs approval. This allowance cannot be denied because of City budget constraints; however, the Fire Chief may ask Members to delay further purchases until the following year.

- B. If needed, the City will provide an additional supply of Department T-shirts for Firefighters, ordered (in bulk) by the Fire Chief, up to one-time per year. If the "up to one-time per year" bulk order is depleted, and additional Department T-shirts are needed, a second bulk order may be placed at the Chiefs discretion, upon request by the Department. Each Firefighter will make a \$30 contribution to this order from their uniform allowance. Additionally, if a critical portion of the uniform is needed due to unforeseen circumstances, the Chief may approve replacement requests on a case-by-case basis. Newly hired Firefighters will be issued required uniform items listed in SECTION 2, but will not be eligible for the annual allowance until completion of their first year with the department. Newly hired Firefighters will be issued required uniform items listed in Article 28 Section 2, but will not be eligible for the annual allowance until completion of their first year with the department.

## **ARTICLE 29 - MILEAGE**

Employees required to use their private automobiles while on duty for fire department business shall be compensated at the IRS rate per mile.

## **ARTICLE 30 - EMT AND PARAMEDIC CERTIFICATION**

**SECTION 1.** Employees must possess an EMT-B certification at the time of hire or must obtain one within six (6) months after completion of the recruit academy. Employees may be disciplined for failure to recertify. The Employer will be responsible for providing OTEP and/or any other continuing education required to maintain EMT-B or Paramedic certification. EMT training shall occur during the employee's regularly scheduled shifts. Paramedics will be provided overtime for required training completed off shift. Maintenance and tracking of training records is ultimately the responsibility of the employee.

**SECTION 2.** In order to receive paramedic pay, an employee must have a valid WA State Paramedic certification and be assigned by the department to function as a paramedic in the program established by the department. Paramedics who promote to company officer shall maintain their certification and practice as a paramedic if promoted, but will receive compensation for the certification combined with the promotion as outlined in Article 17 Section 5.

**SECTION 3.** The City may, at the Chief's Discretion, send bargaining unit members to paramedic school as shift staffing allows. Paramedic candidates shall be chosen by the Fire Chief based on seniority, prerequisites completed, and placement scores. The schedule for school attendance and shift work shall be mutually agreed between the Local and City prior to the start of the paramedic program. Prerequisite courses shall fall under Article 40 Tuition Reimbursement

## **ARTICLE 31 - WILDLAND DEPLOYMENTS**

**SECTION 1.** Personnel who have been certified in wildland firefighting and have successfully passed an arduous physical fitness test and obtained a "Red Card" are eligible for deployments. Any members interested in wildland firefighting and deploying shall be given the opportunity to obtain the proper training in accordance with WAC 296- 305-07010 prior to the beginning of the wildland fire season.

**SECTION 2.** The City shall provide all necessary personal protective equipment for wildland and urban interface firefighting in accordance with WAC296-305-07012.

**SECTION 3.** Participation in wildland deployments is voluntary and mandatory overtime shall not be used in order to fill deployment requests.

**SECTION 4.** All efforts will be made by the Department to provide opportunity for wildland deployments to members under this agreement. This is to include the use of Department apparatus as a means to provide revenue for the Department, or to allow personnel to support other local agencies with personnel requests.

**SECTION 5.** The overtime call out process as outlined in Article 16 shall be utilized to fill requests for deployment staffing given that the personnel being called meet the requirements for the deployment request.

**SECTION 6.** Personnel shall receive 5% hour for hour specialty pay while on a deployment to include travel time.

**SECTION 7.** Personnel shall be paid a minimum of fourteen (14) hours of pay at their appropriate overtime rate on non-regular schedule days. Personnel shall also be compensated for travel time.

**SECTION 8.** Personnel that have been deployed for more than seventy-two (72) consecutive hours shall be given a minimum of 24 hours off before returning to their regular work schedule.

## **ARTICLE 32 - PREVAILING RIGHTS PAST PRACTICES**

The Union and the Employer agree that the "past practices" related to "wages, hours and working conditions" currently enjoyed by the employees as they exist at the time of signature of this Agreement, and which are not addressed in this Agreement, nor waived in the Management Rights clause herein, will remain in effect unless the Employer wishes to change a mandatory subject of bargaining not addressed or waived. If so, the Employer agrees to bargain such changes not addressed or waived pursuant to its obligation under Chapter 41.56 RCW.

## **ARTICLE 33 - MANAGEMENT RIGHTS**

Any and all rights concerned with the management and operations of the Department are vested exclusively in the Employer unless otherwise provided for by the terms of this Agreement. The Employer has the authority to adopt reasonable rules for the operation of the Department and the conduct of its employees, provided such rules are not in conflict with the provisions of this Agreement. The Employer has the right to (among other actions) discipline or discharge employees for just cause; to lay off employees due to financial reasons or other legitimate business reasons; to transfer and promote employees; to assign work and determine duties of employees consistent with the traditional duties of Firefighters; to schedule hours of work; to determine the number of personnel to be assigned to duty at any one time; to establish reasonable performance and productivity standards; to introduce and use new improved, or

automated methods and equipment; to build, move, or modify its facilities; to take action on any matter in the event of an emergency; and to perform all other functions not expressly limited by this Agreement.

#### **ARTICLE 34 - LIGHT DUTY & WORKER'S COMPENSATION**

**SECTION 1.** Any LEOFF II bargaining unit member that becomes injured or medically unfit for duty may, if the need exists, return to work in a "Light Duty" capacity contingent upon authorization from the physician treating that employee. A written note stating the types of duties and restrictions will be required from the physician prior to that employee returning to work in a light duty capacity. The physician, Fire Chief, and employee will mutually agree on the schedule for the light duty assignments. Employees will continue to accrue vacation and sick time at their normal 24-hour shift employee rate. For extended light duty assignments, more than 180 days, the employee will be moved to a 40-hour work schedule and accrue sick and vacation time for the appropriate 40-hour accrual rate. Before returning to full duty, the employee must furnish a release to full duty status by the Physician treating them.

**SECTION 2.** When a bargaining unit member receives Worker's Compensation Time Loss Benefits (L&I), the Employee has the option to repay the City the full amount received to restore 100% of any leave used to maintain their salary.

#### **ARTICLE 35 - TEMPORARY EMPLOYEES**

**SECTION 1.** The city may hire temporary employees to fill a vacancy of a bargaining unit employee who is injured, has a serious illness, on an approved leave of absence, or leave as agreed upon by Labor and Management. The temporary position may be for the entire length of the aforementioned leave.

**SECTION 2.** Temporary employees may also be hired to fill vacant permanent positions. The temporary position may be for the entire length of the vacancy. Employer shall post and recruit for available FTE positions as soon as practicable. Temporary employees shall not be utilized to supplant full-time bargaining unit work on a long-term basis.

**SECTION 3.** Prior to counting as staffing, all new temporary hires shall complete all onboarding processes and have Firefighter I certification, a current WA State EMT or Paramedic certification, a current Physical Agility Test assessment (CPAT or another assessment as agreed upon by both labor and management) and must complete the driver/operator check off for the City of DuPont Fire Department. Temporary employees will be covered by all provisions of this Collective Bargaining Agreement and classified as a probationary employee for their period of employment. Temporary employees will be provided full benefits consistent with applicable State or Federal requirements. Quarterly performance evaluations may be completed by the Shift Captain.

#### **ARTICLE 36 - POLICIES**

**SECTION 1.** The Parties acknowledge that the Employer has developed and may develop or revise City Policies. The parties agree that the Employer shall provide to the Union a copy of all policies that are new or revised such that the Union will be afforded notice that new or revised policies are scheduled to be adopted by the Employer. Should the Union desire to exercise its rights under RCW 41.56, it shall

promptly, but not later than 30 days from receipt, give notice to the Employer that the Union is exercising its RCW 41.56 rights specifying those parts of the new or revised policy that are an issue whereupon the Employer shall meet its obligation under the statute.

**SECTION 2.** The employer may prepare or revise job descriptions for unit members. Should the Employer make revisions to current job descriptions or create new job descriptions within the unit the Employer shall deliver to the Union such new or revised job descriptions. Should the Union wish to exercise its rights under RCW 41.56, the Union shall promptly, but not later than 30 days, advise the Employer of its desire to exercise its rights by specifying the portions of the job description(s) that are at issue. The Employer shall meet its obligations under the statute.

#### **ARTICLE 37 - HEALTH AND FITNESS**

**Section 1.** Employees have the option to use one (1) consecutive hour during productive time for physical training and exercise, provided it does not interfere with scheduled training or events.

**Section 2.** If bargaining unit members complete an approved annual physical by September 30, on their own time, and provide documentation of the annual physical, they will receive four hundred and fifty dollars (\$450) in form of cash payout or placed into an employee's HSA account (pre-taxed.).

#### **ARTICLE 38 - TOBACCO USE**

**SECTION 1.** The Union and the City agree that the use of tobacco products are not conducive to the health of members of the Local and is contrary to the goals of a comprehensive wellness program. Furthermore, it is agreed that tobacco use may exclude an employee from a presumptive cancer claim so every effort should be made to protect employees.

**SECTION 2.** All Bargaining Unit personnel hired on or after January 1, 2011, shall be tobacco free upon appointment and throughout their length of service with the City.

**SECTION 3.** All Bargaining Unit personnel hired prior to January 1, 2011, shall not be limited by this Article. The Local and the City further agree to encourage these employees to seek appropriate cessation treatment to become tobacco free. The City agrees to make the Employee Assistance Program available to these employees to aid in their pursuit of cessation.

#### **ARTICLE 39 - PROMOTIONALS**

The following procedures shall govern all promotions within the bargaining unit:

- A. All Fire Department personnel shall be notified and be given an opportunity to make an application for promotional testing. Such notice shall be posted for ninety (90) days along with a list of testing materials that will be used in the evaluation of all qualified applicants.
- B. Qualifications and requirements as determined by the Employer, with input from the Union, shall objectively reflect the duties of the position.

- C. All tests shall be impartially administered and shall relate to those matters, which fairly test the candidates' ability to discharge the duties of the position to be filled.
- D. All applicants shall be notified of their score and their relative standing on the promotional list.
- E. Promotions shall be based on the rule of the three from the top of the promotional lists.
- F. Said promotional list shall be maintained for two (2) years. If mutually agreed upon by the Union and Employer, the promotional list may be extended in six (6) month increments for not more than three (3) years.
- G. In the event there is no certified promotional list, a qualified applicant may be temporarily appointed to the interim position, until such time that a promotional list has been certified. The temporary appointment shall not exceed six (6) months and the extension of temporary appointments beyond six (6) months. Qualifications will be mutually agreed upon by labor and management.
- H. Permanent vacancies and promotional positions shall be filled within ninety (90) business days, provided a valid Civil Service list exists or for budgetary or operational reasons, the Employer determines not to fill the position.

#### **ARTICLE 40 - TUITION REIMBURSEMENT**

**SECTION 1.** To promote the continued education and professional growth of City employees, a tuition reimbursement benefit program may be available to regular employees. Depending on budget capacity, an employee may have tuition costs for a job- related course reimbursed by the City, all or in part, following successful completion of the course.

- A. Reimbursement is for tuition only. No reimbursement is made for books, lab fees or travel costs.
- B. Reimbursement is limited to the prevailing rate for undergraduate tuition established by the University of Washington.
- C. The school must be accredited by the Northwest Commission on Colleges and Universities, or an equivalent regional higher education association.
- D. To qualify for reimbursement, the employee must submit a tuition reimbursement request that has been approved by the employee's Department Head and processed by Human Resources. Reimbursement is available on a "first come- first serve basis".
- E. Approved reimbursements will be submitted by Human Resources to Finance, for distribution in the accounts payable process.
- F. Declined tuition reimbursement requests may be appealed in writing by the employee. Requests for appeal will be reviewed by a panel consisting of a department head other than that of the employee, a representative from human resources, and the employees' elected



union representative. Upon review, the panel will make a recommendation and forward to the City Administrator for final determination.

- G. The employee must submit confirmation of a minimum grade of "pass" or "C".

**SECTION 2.** The City's commitment shall be established in advance and in writing, using the following guidelines:

- A. Tuition for courses directly benefiting current duties and assignments but not considered training will be reimbursed at 100%, subject to the limits set forth above.
- B. Tuition for courses in a degree path that directly benefits future promotional opportunities within the City, outside of the Fire Department or in a degree path indirectly benefiting the City; will be reimbursed at 50%, subject to the limits set forth above.
- C. Courses of a personal development nature and not part of an approved degree program or as set forth above will not be eligible for reimbursement. However, the City will attempt to make reasonable accommodations to the work schedule to allow the employee to participate in the educational opportunity. Employee acknowledges that education is on the employee's time and is not training, and as such, is not compensable time.
- D. Full-time employees may be reimbursed up to \$5,000 and part-time employees up to \$2,500 on a first come- first serve basis, per calendar year. Only tuition can be reimbursed, not books, parking, or incidental expenses.
- E. The City may approve "additional reimbursements" beyond the annual caps described above, dependent on budget capacity, on a first come first serve basis, provided a determination has been made on all (citywide) received requests for tuition reimbursement.
- F. Employees requesting "additional reimbursement", beyond the annual limits, must submit all required documentation and information between December 1st and 15th.
- G. The City will process additional reimbursement requests and make a determination as described above, in the timeline and procedure described in the City's Tuition Reimbursement policy.

#### **ARTICLE 41 - EDUCATION INCENTIVE**

Members of the Union may qualify for an Education Incentive of 2% of the employee's base pay on each payroll for 2-year Associates or Fire Science Degree, or 5% of the employee's base pay for a 4-year or Master's Degree, for a maximum of 5% total. To qualify for the incentive, members must submit a written request along with documentation of successful completion of degree to the Fire Chief. The Fire Chief will forward the request to Human Resources. A panel consisting of the Fire Chief, Union Official, and Human Resources Representative, will review the request and make a recommendation to the City Administrator. The City Administrator will evaluate the

recommendation and make a decision. Approved requests will be processed and awarded in a timely manner, within the next full pay cycle or as soon as possible.

#### **ARTICLE 42 - DEFERRED COMPENSATION PROGRAM**

**SECTION 1.** Members of the Union were afforded the option of entering into a retirement program governed by the Internal Revenue Code 457(b). It, however, is understood that the Employer will make available the IAFF Financial Corporation 457 Plan as either the sole option or one of the options that the Union members may participate in. The Local opted not to participate in SSA and entered into an agreement with the City to contribute eight percent (8%) of the gross pay for each individual into the employee's plan (account) on a monthly basis in lieu of Social Security benefits. The City is relieved of its obligation to make payments into the SSA for Firefighters and any required contribution by Firefighters to Article 25 will be offset against obligation to make an employee member for Article 25 benefits as called for therein up to the equivalent of the City's unpaid SSA obligation.

**SECTION 2.** The City shall contribute as a match two percent (2%) of the employee's base pay (base pay does not include overtime) on each payroll to the employees account in the City's Deferred Compensation Plan if the employee also contributes a minimum of two percent (2%) of the employee salary into said account.

#### **ARTICLE 43 - RETIREMENT MEDICAL PLAN**

**SECTION 1.** The City shall deduct from the base salary of each bargaining unit member on a pretax basis, contributions to the Washington State Council of Firefighter's Employee Benefit Trust (MERP). The contribution rate deducted shall be at a rate of \$100.00 per month as of the date of this contract, or as amended by the Plan's Board of Trustees and notified to the City in writing by the Union. While the plan is voluntary, the plan was unanimously elected by the DuPont Professional Fire Fighters, IAFF Local 3829 and requires participation by all eligible LEOFF II plan members, unless participation is modified by the Plan's Board of Trustees.

**SECTION 2.** The City shall contribute \$100.00 per month for each bargaining unit member to the Washington State Council of Firefighter's Employee Benefit Trust (MERP). These contributions shall be included as salary for the purpose of calculating retirement benefits.

**SECTION 3.** Effective as of the ratification of this collective bargaining agreement, the early retirement incentive is legacied to all current employees who have ten (10) years' service and are at least fifty-three (53) years of age during the term of the collective bargaining agreement. Legacied employees, as described, shall have all benefits maintained as described below:

Eligible employees may receive an "early retirement incentive", in the form of a monthly contribution or "stipend" to assist with qualified retirement health care expenses. To qualify for the incentive, an "eligible employee" is in good standing with the Department, has completed a minimum 10 years' service with the DuPont Fire Department, and is retiring at or after age 53 through age 60.

Employees may apply for the incentive at the time of early retirement. Stipends will be at a rate

equivalent to the monthly premium of the City's lowest cost medical plan offered, deposited in a lump sum annually, to a qualified Retiree Health Reimbursement Arrangement (RHRA) or equivalent qualified plan up to age 65. The employee shall be responsible for establishing their RHRA, and responsible for any fees for setting up and maintaining the account. The employee shall be responsible for alerting the City to any change in any law or rule that requires the stipend be put in a different type of account or plan or requires some alteration in the payment of the stipend, including by not limited to reduction or termination of payments. The City is not responsible for stipend payments sent to an incorrect account or no longer active RHRA if the employee fails to direct the City where to deposit the stipend in a timely manner. To receive the annual contribution, employees must submit a written request to the City, along with proof of insurance for the covered year on or before January 1. Employees are responsible for updating the City with any information needed in order to process the annual contribution, including RHRA account information, employee-mailing address or other applicable updates.

#### **ARTICLE 44 - OFF DUTY EMPLOYMENT**

**SECTION 1.** Employees may engage in off duty employment, subject to the provisions of this Article.

**SECTION 2.** Employees shall, as soon as possible, disclose any current or proposed interest, contracts, or employment arrangements with any vendors, contractors, or sub- contractors, or other entities with whom the Employer has direct dealings.

**SECTION 3.** Off-duty employment shall not interfere with the Department's Operations or safety. Nor shall it interfere with the employee's performance of regular duties or hours of work for the Department. It cannot result in any conflict of interest with the employee's ethical obligations as an employee of the department.

#### **ARTICLE 45 - TECHNOLOGY AND APPARATUS USAGE**

**SECTION 1.** It is understood that due to the nature of firefighters working the twenty-four (24) hour shift that they will be allowed access to the internet using personal or union supplied computers during unstructured time for personal use. This personal use shall not include any activity that would be Pornographic in nature, illegal, harmful to the network, or usage that would result in harassment or discrimination.

**SECTION 2.** Additionally, due to the nature of twenty-four (24) hour shift work, employees shall be allowed access to make personal phone calls while on duty during unstructured time using their own personal telephones. This activity shall not interfere with their assigned duties in regards to emergency responsiveness or readiness.

**SECTION 3.** Employees shall comply with RCW 46.61.667 while on duty in relation to cell phone use while operating a motor vehicle. If the exemptions within this statute are used to support cell phone use, the use shall comply with the limits set within the statute and shall be for department business only.

**SECTION 4.** As a government body that relies heavily on public support, the officer in charge of the apparatus shall decide if it is appropriate to transport a non-fire department individual inside of a department vehicle. Before transport this decision should be guided by policy set by the Fire Chief.

#### **ARTICLE 46 - SUBSTANCE ABUSE POLICY**

The provisions of the City of DuPont's Drug and Alcohol Testing Policy for Non-CDL's included in the City Personnel Policies and Procedures shall apply to all members of the bargaining unit.

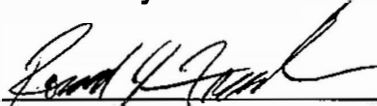
#### **DURATION OF AGREEMENT**

This Agreement shall be effective from January 1, 2023, in force until December 31, 2025; and shall continue in effect during the period of negotiations until a successor Agreement is reached subject to the City's rights under RCW 41.56.123(1).

Both parties recognize this agreement was not completed on or before January 1, 2023. Wages will be effective January 1, 2023. Any other changes shall be effective upon ratification, unless otherwise agreed. Retroactive pay shall be processed within the next pay period, following the date of final approval as signed. The remainder of the agreement shall take effect as of the date of signing.

Dated this 12 day of December, 2023.

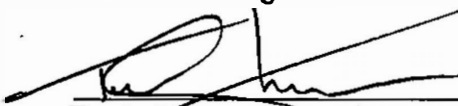
**For the City of DuPont**

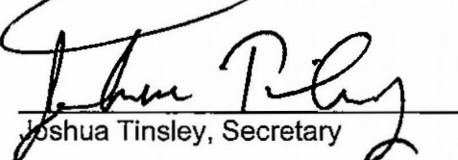
  
Ronald Frederick, Mayor

  
Andrew J. Takata, City Administrator

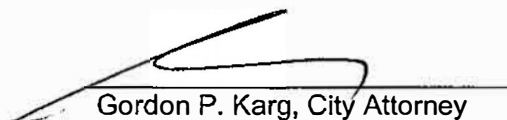
  
Mickey Gillie, Fire Chief

**For the Firefighters IAFF Local #3829**

  
Travis Sherman, President

  
Joshua Tinsley, Secretary

**Approved as to form:**

  
Gordon P. Karg, City Attorney

## APPENDIX A - PAY DEFINITIONS

Term	Definition
<b>Standard Work Hours</b>	Employees working 24-hour shifts= 2560 hours/year, 106.67 / pay period (Calculation: 365 days per year/ 3= 121.67- 15 Kelly Days= 106.67 x 24= 2560)
<b>Base Pay</b>	Is the hourly rate per the salary matrix (does not include any additional pay).
<b>Hourly Rate of Pay</b>	Calculation: Monthly salary (as stated in the CBA/ Matrix) x 12mos, divided by 2560 hours
<b>Kelly Days (KD)</b>	FLSA regulated, mandatory days off, (currently) 15 per year
<b>Holiday Pay</b>	1.5 x Base Pay, Time worked on an observed holiday (as listed Article 24), when working on a regularly scheduled day.
<b>Overtime Pay (OT)</b>	Calculation: Total Salary x 1.5 for time worked above standard work hours
<b>OT- Holiday Pay</b>	Calculation: Hourly Rate x 2.5, when working on a non-scheduled holiday
<b>Longevity Pay</b>	A set (flat) percentage of Base Pay (not "in addition" to Base Pay)
<b>Specialty Pay</b>	A set (flat) percentage of Base Pay (not "in addition" to Base Pay) + FFII
<b>Incentive Pay</b>	Additional Pay for Education Incentive (see Article 40) for incentive rate and details)
<b>Out of Class Pay</b>	Calculation: Adjusted base pay for hours worked performing duties at a higher level position. See Section 4 of Article 16.
<b>Deferred Comp Contribution (in lieu of Social Security)</b>	Calculation: Percentage (8%) of City contribution of the gross pays for each individual into the employees plan (account) on a monthly basis.
<b>Deferred Comp (Employer Matching Contribution)</b>	Calculation: Percentage (2%) of Base Pay
<b>Gross Pay</b>	Calculation: Base+ Longevity+ Specialty+ Incentives+ OT+ Holiday+ Out -of-Class
<b>Kelly Day Call Back</b>	1.5 x Base Pay
<b>Mandatory Overtime</b>	1.5 x Base Pay

**APPENDIX B - 24 DAY WORK CYCLE**

First Day of the 24 Day Work Cycle	
Year	Cycle Start Dates
2023	1/12, 2/5, 3/1, 3/25, 4/18, 5/12, 6/5, 6/29, 7/23, 8/16, 9/9, 10/3, 10/27, 11/20, 12/14
2024	1/7, 1/31, 2/24, 3/19, 4/12, 5/6, 5/30, 6/23, 7/17, 8/10, 9/3, 9/26, 10/21, 11/14, 12/8
2025	1/1, 1/25, 2/18, 3/14, 4/7, 5/1, 5/25, 6/18, 7/12, 8/5, 8/29, 9/22, 10/16, 11/9, 12/3, 12/27

# **APPENDIX C - SALARY SCALE**

TITLE	STEP TIMELINE	SALARY RATE	Hourly 2023	Hourly 2024	Hourly 2025
Probationary Firefighter	1-12 Months	75%	\$ 26.75	\$ 27.82	To be determined*
Firefighter 3rd Class	13-24 Months	80%	\$ 28.55	\$ 29.69	
Firefighter 2nd Class	25-36 Months	90%	\$ 32.11	\$ 33.39	
Firefighter 1st Class	37+ Months	100%	\$ 35.68	\$ 37.11	
Probationary Firefighter/ Paramedic	1-12 Months	Current Class + 10%	\$ 29.43	\$ 30.61	
Firefighter/ Paramedic 3rd Class	13-24 Months	Current Class + 10%	\$ 31.40	\$ 32.66	
Firefighter/ Paramedic 2nd Class	25-36 Months	Current Class + 10%	\$ 35.32	\$ 36.73	
Firefighter/ Paramedic 1st Class	37+ Months	Current Class + 10%	\$ 39.25	\$ 40.82	
Acting Captain	-	Current Class + 7%			
Captain/ Firefighter	-	1st Class Firefighter + 14%	\$ 40.67	\$ 42.30	
Captain/ Paramedic		1st Class Firefighter + 24%	\$ 44.24	\$ 46.01	
Battalion Chief	-	1st Class Firefighter + 24%	\$ 44.24	\$ 46.01	

**\*The 2025 base wage will receive a minimum increase of 2.5% or a maximum increase of 4% Cost-of-Living Adjustment (COLA), per Article 17, Section 3.**