

# **LABOR AGREEMENT**

**BY AND BETWEEN**

***CITY OF OAK HARBOR***

**AND**

***OAK HARBOR FIREFIGHTERS***

***LOCAL 4504***

***INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF)***

**January 1, 2019 through December 31, 2020**



## Table of Contents

Article	Subject	Page
<b>1</b>	<b>Recognition</b>	<b>3</b>
<b>2</b>	<b>Union Membership</b>	<b>3</b>
<b>3</b>	<b>Union Business</b>	<b>4</b>
<b>4</b>	<b>Management Rights</b>	<b>4</b>
<b>5</b>	<b>Prevailing Rights</b>	<b>5</b>
<b>6</b>	<b>Salary and Wages</b>	<b>5</b>
<b>7</b>	<b>Probation</b>	<b>6</b>
<b>8</b>	<b>Working Out of Class</b>	<b>6</b>
<b>9</b>	<b>Hours of Duty</b>	<b>7</b>
<b>10</b>	<b>Overtime and Callback</b>	<b>8</b>
<b>11</b>	<b>Vacation Leave</b>	<b>8</b>
<b>12</b>	<b>Sick Leave</b>	<b>10</b>
<b>13</b>	<b>Light Duty</b>	<b>11</b>
<b>14</b>	<b>Compensatory Time</b>	<b>11</b>
<b>15</b>	<b>Separations</b>	<b>12</b>
<b>16</b>	<b>Clothing and Equipment</b>	<b>12</b>
<b>17</b>	<b>Holidays</b>	<b>12</b>
<b>18</b>	<b>Shift Trade</b>	<b>13</b>
<b>19</b>	<b>Bereavement Leave</b>	<b>13</b>
<b>20</b>	<b>Insurance</b>	<b>13</b>
<b>21</b>	<b>Education/Training/Certification</b>	<b>14</b>
<b>22</b>	<b>Longevity</b>	<b>15</b>
<b>23</b>	<b>Technology</b>	<b>15</b>
<b>24</b>	<b>Off-duty Employment</b>	<b>16</b>
<b>25</b>	<b>Work Stoppage</b>	<b>16</b>
<b>26</b>	<b>Drug and Alcohol Testing</b>	<b>16</b>
<b>27</b>	<b>Military Leave</b>	<b>20</b>
<b>28</b>	<b>Seniority</b>	<b>21</b>
<b>29</b>	<b>Jury and Witness Duty</b>	<b>21</b>
<b>30</b>	<b>Physical Fitness</b>	<b>22</b>
<b>31</b>	<b>Non-discrimination</b>	<b>23</b>
<b>32</b>	<b>Grievance Procedure</b>	<b>23</b>
<b>33</b>	<b>Savings Clause</b>	<b>26</b>
<b>34</b>	<b>Duration</b>	<b>26</b>
<b>Appendix A</b>	<b>Physical Fitness Form</b>	<b>27</b>
<b>Appendix B</b>	<b>Confidential Reinstatement</b>	<b>28</b>
<b>Appendix C</b>	<b>Drug Test Consent/Release Form</b>	<b>29</b>

## **Article 1 - Recognition**

- 1.1 The City hereby recognizes that the Union is the sole and exclusive bargaining representative of all regular full-time uniformed personnel as defined in RCW 41.56. PERC has specified a unit for this bargaining unit, which is defined as:

“Any person who is serving on a full time, fully compensated basis as a member of a fire department of an employer and who is serving in a position which requires passing a civil service examination for firefighter, and who is actively employed as such; anyone who is actively employed as a full time firefighter where the fire department does not have a civil service examination; supervisory firefighter personnel.” RCW 41.26.030(16)

- 1.2 This unit covers all firefighters, lieutenants, and captains in the Oak Harbor Fire Department.
- 1.3 The Parties recognize the City has adopted City Code Chapter 2.34 PERSONNEL (<http://www.codepublishing.com/WA/OakHarbor/>) and its subsections along with an Employee Policy Manual (EPM) adopted in 2012 providing for the general terms and conditions of employment (collectively City Policy). City Policy is included in this Agreement by this reference. Where this Agreement addresses a topic or provision also contained in City Policy this Agreement shall prevail as to any conflicting provisions. This Agreement shall supplement City Policy where a term is provided for in this Agreement on a like subject matter but is not in conflict or contained in City Policy.
- 1.4 In the event the Employer shall desire to modify City Policy or adopt new Policies applicable to Bargaining Unit employees where such modification or adoption shall, pursuant to RCW 41.56, require the Employer to bargain regarding such modification or adoption the Employer shall give not less than thirty (30) days' notice to the Union and upon request satisfy the Employer's duty as required by RCW 41.56 prior to such modification or adoption being applied to bargaining unit employees.

## **Article 2 - Union Membership**

- 2.1 Dues – The Union will notify the City of its initiation fees and dues. The City will deduct such initiation fees and Union dues from the wages of the employees who have authorized such deductions in writing. The City will forward the deducted fees and dues to the Union each pay period to the address and name provided by the Union (RCW 41.56.110).
- 2.2 Revocation – An employee may revoke his or her authorization for payroll deduction of payments to the Union by written notice to the Employer. Every effort will be made to end the deduction effective on the first payroll but not later than the second payroll, after the City's receipt of the employee's written notice.
- 2.3 Indemnification - The Union shall indemnify and defend the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purposes of complying with the

provisions of this Article. The City will promptly notify the Union of any claim, demand, suit or other form of liability asserted against it relating to this Article.

### **Article 3 - Union Business**

- 3.1 Grievance Committee - One member designated by the Union shall be granted leave from duty with full pay and benefits for all meetings between the City and the Union for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty. The designee shall remain available to respond to emergency calls based upon the City's staffing needs.

Upon notification to the Fire Chief, the Union and its representatives shall be allowed permission to meet at the Oak Harbor Fire Station, during pre-arranged "non-structured" time, with employees covered by this Agreement to investigate possible grievances and ascertain that this agreement is being adhered to. Such permission is conditional on no disruption of Department business activities, normal work duties, and adherence to the safety standards. In the event that a meeting was interrupted due to emergency activities, the meeting shall be continued to a time mutually agreed upon between the Union and the Fire Chief or his/her designee.

- 3.2 Other Union Business - The City shall provide a bulletin board, located conspicuously at each fire station, for the posting of notices relating to local Union business and local Union activities, which are approved by the Union President or designee.

### **Article 4 - Management Rights**

- 4.1 Any and all rights concerned with the management and operations of the Department are vested exclusively in the City unless otherwise provided for by the terms of this Agreement. The City 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 City 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.
- 4.2 The Employer reserves the right to contract out for goods and services, provided said contracting out does not displace any members of the bargaining unit. In the event of the Employer's business or budgetary necessity results in a reduction or elimination of Fire service operations, the Employer and the Union shall negotiate the effects of such changes.

**Article 5 - Prevailing Rights**

- 5.1 The Union and Employer agree that the “wages, hours and working conditions” in effect 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 regarding such changes not addressed or waived pursuant to its obligation under Chapter 41.56 RCW.

**Article 6 - Salary and Wages**

- 6.1 Pay Period - Wages shall be payable twice monthly.
- 6.2 Monthly Salaries - Effective January 1, 2019, the base monthly wages shall be increased by 2% cost of living adjustment.

The Firefighter wages shall be increased by an additional 1.28% market adjustment. The Lieutenant wages shall be increased by an additional 1.75% market adjustment. The Captain wages shall be increased by an additional 2.9% market adjustment.

All adjustments for this contract period are reflected in the below tables:

**Firefighter**

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
5,471	5,720	5,982	6,255	6,540	6,839

**Lieutenant**

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
5,900	6,168	6,450	6,744	7,052	7,375

**Shift Captain or Support Services Captain**

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
6,330	6,619	6,921	7,237	7,569	7,914

There shall be six (6) months of service between steps A and B, thereafter there shall be one (1) year between each step.

The employee’s hourly rate shall be calculated by dividing the employee’s annual salary by the number of hours in the employees assigned annual work schedule. (For example, the employee’s hourly rate on a 40-hour work week would be derived by taking the employee’s annual salary and dividing that by (40 x 52) hours.) The salaries reflected on the schedule include a component intended to compensate for all incentive type payouts.

- 6.3 On January 1 of 2020, the wage rates contained in this Article shall be increased by 2% cost of living adjustment.

The Firefighter wages shall be increased by an additional 3% market adjustment. The Lieutenant wages shall be increased by an additional 3.56% market adjustment. The Captain wages shall be increased by an additional 4% market adjustment.

All adjustments for this contract period are reflected in the below tables:

**Firefighter**

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
5,745	6,006	6,281	6,568	6,867	7,181

**Lieutenant**

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
6,228	6,511	6,809	7,119	7,444	7,785

**Shift Captain or Support Services Captain**

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
6,710	7,016	7,336	7,671	8,023	8,389

There shall be six (6) months of service between steps A and B, thereafter there shall be one (1) year between each step.

**Article 7 - Probation**

- 7.1 Probation Period - New employees shall be subject to a twelve (12) month probation period following successful completion of recruit training as determined by the Fire Chief or designee. Said probation period may be extended one (1) time only for up to an additional six (6) months. During this period, such employee shall be evaluated by the Employer and may be terminated at the sole discretion of the Employer.
- 7.2 Promoted employees shall serve a probationary period of twelve (12) months. 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.

**Article 8 - Work Out of Classification**

- 8.1 A firefighter who performs the duties of a higher ranked position, for a minimum of four (4) hours shall receive a 7% premium pay for the shift worked in the acting capacity.
- 8.2 The following criteria shall be used for assignments to act in the capacity of a higher ranked position:

Short-term vacancies (two (2) months or less) department seniority will be used (for example: the senior firefighter on shift will be assigned).

Long-term vacancies (more than two (2) months) Civil Service Rules shall apply to determine eligibility for such assignments.

## **Article 9 - Hours of Duty**

- 9.1 Day Shift - The normal working hours for employees assigned to the eight (8) hour day shift shall be from 0800 to 1700, Monday through Friday, not to exceed (40) hours per work week, and not to include a one (1) hour lunch period. Employees covered under this section of the Agreement may work a flexible work schedule, with mutual agreement of the employee and the Chief.
- 9.2 Twelve (12) hour shift (0700 to 1900) - The normal hours of work for the employees assigned to the twelve (12) hour shift shall be from 0700 to 1900 for four (4) consecutive days followed by four (4) consecutive days off. Shift work falling on Mondays/drill days shall be fourteen (14) hour workdays.
- 9.3 Twenty-four (24) hour shift (0700 to 0700) - The normal working hours for employees assigned to the twenty-four (24) hour shift shall be from 0700 to 0700. The work schedule shall be illustrated in the following manner: 24 hours on duty, 24 hours off duty, 24 hours on duty, 24 hours off duty, 24 hours on duty, and 96 hours off duty with this cycle repeated. Refer to Section 10.4 for average work week.
- 9.4 Kelly Day - DEFINITION: A continuous twenty-four (24) hour period starting at 0700 and ending at 0700 the following day.

In order to reduce the average work week to an annual average total of 2,728 hours, each employee assigned to a twenty-four (24) hour shift shall be granted (8) eight Kelly Days per year, to be scheduled by the Chief. Under the provisions of FSLA 7(k), the normal work week for employees assigned to the twenty-four (24) hour shift is 204 hours in a 27-day work period.

- 9.5 Notice of Shift Change - All Employees covered by this Agreement shall receive notice, when possible, fourteen (14) calendar days in advance of a change from one shift to another; such notice shall be in writing. This time limit may be waived at the discretion of the Chief in the case of permanent appointments to a promotional position within the bargaining unit and necessary shift adjustments caused by such appointments.
- 9.6 Change in Work Schedule for Training - For the purposes of training, an employee's work schedule may be changed, with fourteen (14) calendar days advance notice, in order to manage overtime costs and to take advantage of training programs.
- 9.7 Other Hours of Work - Other hours of work changes may be made by mutual agreement between the employee and the employee's supervisor with the final approval of the Chief or the Chief's designee.
- 9.8 Right to Assign - The employer retains the right to assign any member of the Union to any one of the above shifts set forth in Sections 9.1, 9.2, and 9.3.
- 9.9 The scheduling of employee days of work and days off shall be determined by the type of shift.

**Article 10 - Overtime and Call Back**

- 10.1 Overtime shall be defined as any hours or portions of hours worked beyond an employee's normally scheduled work hours.
- 10.2 Overtime shall be compensated at one and one-half (1 ½) times the employee's hourly rate calculated by dividing the employee's annual salary by the number of hours in the employees assigned annualized work schedule.
- 10.3 In the event that overtime is the beginning of, or the extension of an employee's shift, overtime shall be computed to the next thirty (30) minute increment (e.g. 1-30 minutes = ½ hour of overtime, 31-60 minutes = 1 hour of overtime).
- 10.4 In the event overtime is not the extension of or the beginning of an employee's shift, a minimum of one (1) hour of overtime shall be paid to the employee when the employee is requested to return to duty or involved in activities as defined in section 10.5. After the one (1) hour, overtime shall be paid in increments as defined in section 10.3.
- 10.5 An employee shall be entitled to overtime pay when off shift and required to attend a meeting or training. For training purposes, an employee shall be entitled to overtime if given less than fourteen (14) calendar days advance notice as specified in Section 9.6.
- 10.6 Overtime callback for night shift coverage - Minimum staffing for Night D-Shift will be determined by City administration (Mayor/Council) approved positions. POC personnel may request unfilled night shift position/s until noon each day for that night's shift. After that time, Command will fill positions with career personnel. Career personnel of like positions (i.e. Firefighter / Firefighter, Officer / Officer) shall be contacted on a rotating basis.

**Article 11 - Vacation and Leave**

11.1 Accruals

Eight (8) Hour Day shift employees:

Time Period	Regular Vacation	In lieu of holidays	Combined	Monthly Accrual	Maximum Accrual
0 - 5 Years	96	N/A	96	8	192
6 - 10 years	120	N/A	120	10	240
11 - 15 years	160	N/A	160	13.33	320
16 - 20 years	180	N/A	180	15	360
21 - + years	200	N/A	200	16.66	400

Twelve (12) Hour Shift employees (Includes vacation in lieu of holidays and floating holiday):



Time Period	Regular Vacation	In lieu of holidays	Combined	Monthly Accrual	Maximum Accrual
0 - 5 Years	103	94	197	16.417	206
6 - 10 years	130	94	224	18.667	260
11 - 15 years	173	94	267	22.250	346
16 - 20 years	195	94	289	24.083	390
21 - + years	216	94	310	25.833	432

Twenty-four (24) hour shift employees (Includes vacation in lieu of holidays and floating holiday):

Time Period	Regular Vacation	In lieu of holidays	Combined	Monthly Accrual	Maximum Accrual
0 - 5 Years	200	94	294	24.500	256
6 - 10 years	246	94	340	28.333	348
11 - 15 years	292	94	386	32.167	440
16 - 20 years	314	94	408	34.000	482
21 - + years	330	94	424	35.333	516

11.1.1 Employees shall accrue 1/12<sup>th</sup> of their authorized vacation and holiday leave credit on the last pay period of each month. The payroll process will debit for the vacation leave used during each month during the last pay period of each month. (This is based on twenty-four (24) pay periods per year.)

11.1.2 Vacation benefits shall be accrued from the date of hire and the rate change will be effective on the pay period of the employee's anniversary date, unless the anniversary date falls on the pay period, which shall then become the effective date. An employee shall not be eligible to take paid vacation until he or she has completed 6 months of service.

11.1.3 If employees are not authorized to take vacation leave due to circumstances beyond their control, the Mayor or designee shall authorize the employee an additional 120 calendar days to use accrued vacation leave in excess of maximum accrual limits without loss of benefit.

11.2 Leave Schedule - Employees shall schedule all annual vacation leave no later than January 1 of each year. The time which employees shall take their vacation shall be approved by the Fire Chief or his designee with regard for the needs of the Fire Department.

12.2.1 Annual vacation leave may be changed after all leave is scheduled with agreement by both the employee and the Chief.

11.3 Termination Payment - If permitted by State law, an employee's accrued vacation will be paid in one lump sum upon termination of employment. Payment shall be at the affected employee's current rate.

- 11.4 Transfer of Work Shifts - If an employee is transferred from one shift to another, the vacation leave bank and accrual rate shall be adjusted to meet the new schedule, either increased or decreased based on the change in the average hourly work week.

**Article 12 - Sick Leave**

- 12.1 Non-duty Sick Leave for LEOFF II - All employees whose retirement benefits are provided by State law under LEOFF II shall receive non-duty sick leave for sickness and injuries that are non-duty related pursuant to applicable State Law. Full-time employees shall accumulate sick leave at the rate listed below in Section 12.1.1.

12.1.1 First year bank	Annual	Monthly	Maximum accrual
Day Shift employee	96 hours	8	1440
12-hour employee	104 hours	8.66	1440
24-hour employee	144 hours	12	1440

- 12.2 Non-duty Sick Leave may be used for the following reasons.

- 12.2.1 Personal illness, injury, or incapacity of the employee to perform his/her duties.
- 12.2.2 Enforced quarantine of the employee by a public health official.
- 12.2.3 May be used for personal doctor or dental appointments, for an emergency, or as otherwise approved by the Chief.

- 12.3 Leave shall be provided for qualifying conditions in accordance with Federal and State law. Incorporation, by reference, of the Employee Policy Manual into this agreement provides for permitted leaves including but not limited to: sick leave, family and medical, domestic violence/sexual assault, and other paid leaves.

- 12.4 Duty Related Disability for LEOFF II employees qualifying for supplemental disability leave pursuant to RCW 41.04.500 - .550, shall be granted adequate on-duty injury sick leave to provide the full benefits provided by such RCW sections for up to six (6) months for each new and separate duty related disability.

In cases of prolonged illness or injury of six (6) months, the Employee shall be placed on an inactive status and the employee's position shall no longer be held open. A new employee may be hired to replace the disabled employee and the disabled employee shall be moved to the first position on the hire list and shall fill the first vacancy as long as the employee is 1) released as rehabilitated by the Department of Labor and Industries, 2) passes a departmental physical examination and 3) is certified to perform the essential functions of the job by a qualified physician.

- 12.5 Notification When Unable to Report - An employee must notify the Command Officer as soon as possible prior to the beginning of a shift if they are not able to report for duty due to reasons listed in Section 12.2, 12.3, and 12.4.

- 12.6 Verification - The employer may require that an employee produce a doctor's verification of the employee's need of absence from work as required by federal, state or local laws.

- 12.7 Transferring Vacation Leave - Employees shall have the ability to transfer vacation leave from their accrued vacation to another employee's sick leave bank by the agreement of the City and both employees. The level of sickness, injury, or other infirmity must be of a life-threatening nature, and the donating employee must maintain a minimum of 48 hours of accrued vacation. When a transfer occurs between two different shift types, a conversion shall be made to convert the number of hours to the same basis as the accrual rate of the receiving employee.
- 12.8 Transfer of Work Shifts - If an employee is transferred from one shift to another, the sick leave bank and accrual rate shall be adjusted to meet the new schedule, either increased or decreased based on the change in the average hourly work week.
- 12.9 Cash out of sick leave - Regular employees hired before October 20, 1998, who retire or voluntarily separate from the City shall receive payment of any accumulated sick leave in accordance with the following schedule:
- After 5 years of service ---- 10% of accumulated sick leave
  - After 10 years of service ---- 25 % of accumulated sick leave
  - After 15 years of service ---- 35% of accumulated sick leave
  - After 20 years of service ---- 45% of accumulated sick leave
  - After 25 years of service ---- 50% of accumulated sick leave
  - After 30 years of service ---- 60% of accumulated sick leave
- 12.10 Death – Upon death of any employee in active service within the Bargaining Unit, his/her estate shall be paid any accrued but unused vacation and sick leave, if compensable under Section 12.9. An employee is deemed on active service for purpose of this Section if he/she is on duty status, or is on annual leave, sick leave, compassionate leave, jury duty or other leave for a period of time not to exceed one (1) calendar year. Any such payment shall be made as a lump sum settlement for the number of hours accumulated.

**Article 13 - Light Duty**

- 13.1 Personnel who are injured or sick and therefore on leave for duty-related or non-duty related reasons, may be assigned to light duty if appropriate work is available and both the Chief and the employee agree in writing to the assignment. Employees assigned to light duty shall work their regular scheduled shifts unless otherwise agreed by both the Fire Chief and the employee.

**Article 14 - Compensatory Time**

- 14.1 Employees entitled to overtime pay may request compensatory time off instead of cash payment. This request may be approved by the Chief on a case-by-case basis as not to compromise coverage or disrupt normal Oak Harbor Fire Department operations. If compensatory time is exercised, the employee is credited with one and one-half times the hours worked as overtime. The maximum accrual of compensatory time to be held at any time shall be 160 hours. After maximum accrual, overtime compensation shall be paid.

- 14.2 Employees must use compensatory time within the calendar year of the time it was authorized and earned. Compensatory time not used within the calendar year of the time it was authorized shall be paid to the employee. Each department shall maintain records of overtime and compensatory time and ensure that the departmental budget is accurately reflecting such activity. A review should be conducted periodically as part of the City's budget process.

#### **Article 15 - Separations**

- 15.1 Separations - Only employees employed by the City on the effective date of this Agreement shall be compensated under the terms of this Agreement. Separated employees shall receive compensation in effect at the time of the employee's separation.

#### **Article 16 - Clothing and Equipment**

- 16.1 Clothing - The department shall provide clothing in the form of uniforms and station wear as specified by Department Policy. Items shall be replaced at no cost to the employee, subject to fair wear and tear.
- 16.2 Cleaning Allowance - The department shall provide an allotment of \$20 per month of active on-duty employment for routine cleaning of uniforms.
- 16.3 Protective Clothing and Equipment - Protective clothing and equipment shall be provided by the City and maintained by the City at no cost to the employee. All Articles of protective clothing and equipment shall be as specified by the Department.

#### **Article 17 - Holidays**

- 17.1 Day Shift Employees - For those employees scheduled to work the eight (8) hour day shift, the holidays as described in Section 17.1.1 shall be recognized and observed:
- 17.1.1 New Year's Day
  - Martin Luther King Day
  - President's Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Veteran's Day
  - Thanksgiving Day
  - Day after Thanksgiving Day
  - Christmas

Any holiday falling on Saturday will be celebrated on the preceding Friday. Any holiday falling on Sunday will be celebrated on the following Monday.

- 17.1.2 In addition to Section 17.1, eight (8) hour shift employees shall receive one (1) floating holiday shift per year. An employee shall not be eligible to the paid floating holiday until he or she has completed 6 months of service.

- 17.2 In lieu of holidays and the floating holiday, employees assigned to twelve (12) or twenty-four (24) hour shifts shall accrue (94) hours of holiday leave as outlined in article twelve.

Twelve-hour shift employees assigned to work on a City recognized holiday that occurs on a Monday (14-hour day) shall take two hours of vacation from 19:00 to 21:00. Shift shall end at 19:00.

#### **Article 18 - Shift Trade**

- 18.1 Personnel shall have the option to trade shifts or portions of shifts when it does not interfere with the operation of the Fire Department. Shift trades are an agreement between two employees of like rank and are done on a voluntary basis. Shift trades shall result in no additional cost to the City nor interfere with the operation of the Department as determined by the Fire Chief or designee. The City has an obligation to track shift trades that may result in pay differential issues and as required by the Fair Labor Standards Act.
- 18.2 Personnel must obtain prior written approval from the duty command officer prior to trading shifts.

#### **Article 19 - Bereavement Leave**

- 19.1 Upon notification to the Fire Chief or designee an employee shall be allowed time off from work on scheduled workdays because of death in the employee's immediate family. The employee will be paid for such time up to a maximum of three days for 24-hour shifts, four days for 12-14-hour shift employees, and up to five days for 40-hour week employees. For the purpose of this section, immediate family is defined as: spouse, mother, father, sister, daughter, brother, son, mother-in-law, father-in-law, step-parent, step-child, grandparent, grandchildren, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or any other relative who is an actual member of the employee's household. Depending upon staffing levels, the Fire Chief or designee may approve the use of accumulated vacation and/or holiday leave to supplement the bereavement leave.

#### **Article 20 - Insurance**

- 20.1 The City will offer a health plan to employees in the bargaining unit. The City shall pay 100% for the employee's premium.
- 20.2 The City shall also provide employee dental insurance, long term disability and life insurance, at no cost to the employee. The employee will have the option to purchase additional life insurance at the employee's cost.
- 20.3 The City shall pay 75% of the dependent medical and dental coverage.
- 20.4 Deferred Compensation - The City shall maintain a City sponsored Deferred Compensation Plan.
- 20.5 The City reserves the right to change or provide alternate insurance carriers, health maintenance organizations, or benefit levels or to self-insure as it deems appropriate for

any form or portion of insurance coverage referred to in this Article, so long as the new coverage and benefits are substantially similar to the conventional insurance provided herein. The City will not be responsible for changes unilaterally imposed by an insurance provider in benefits, co-payment provisions or deductibles so long as the City uses its efforts to minimize changes in incumbent insurance providers from one plan year to another.

- 20.6 The City agrees to enroll, effective on the first day of the month following the execution by both parties of this agreement, in the Medical Reimbursement plan (MERP) that is made available by the Washington State Council of Firefighters (WSCFF). Payment of the monthly premiums related to MERP shall be paid by the employee through payroll deduction the sum of \$75.00 per month. The City will contribute \$75.00 per month on behalf of each bargaining unit member.

### **Article 21 - Education/Training/Certification**

- 21.1 Expenses of Special Training and Education - The expenses of special training and education required by the City shall be reimbursed by the City including:

Registration

Transportation

Food and lodging (per thresholds established by City policy)

The employee driving to/from and time spent in attendance at such training and education will be compensated at the appropriate rate of pay (either straight time or overtime).

- 21.2 Educational Reimbursement – Incorporation, by reference, of the Employee Policy Manual into this agreement provides for permitted continuing education reimbursement.

- 21.3 Required Certifications - Certifications may be required by the City. Lodging, travel expenses and tuition costs will be paid by the City, if applicable. Hours spent to complete City required certifications or re-certifications will be compensated at the appropriate rate of pay (either straight time or overtime).

- 21.4 Scheduling - The City retains the right to alter an employee's work schedule with fourteen calendar days' advance notice to manage the financial and operational impacts on the Fire Department (e.g. to avoid the necessity of having to pay overtime for the purposes of this Article).

- 21.5 Educational Incentive – The City recognizes the value of education and has a vested interest in an employee's higher education goals needed to advance to the next level in their career. After successful completion of a twelve (12) month probation period, employees will be eligible for educational incentive pay. Employees must notify and provide proof of completion of degree requirements to Human Resources that they possess an Associate's, Bachelor's, or Master's degree from an accredited college or university. Educational incentive pay shall be effective beginning with the next monthly payroll cycle following the employee's written notification and approval by Human Resources.

Associate degree shall receive an additional 1% of the individual's base rate of pay.

Bachelor of Arts or Science degree in Fire Science, Emergency Medical Services, or Administration shall receive an additional 2% of the individual's base rate of pay.

Master of Arts or Science degree in Fire Science, Emergency Medical Services, Fire Command Administration, Public Safety, or Emergency Management and Planning and/or Administration shall receive an additional 3% of the individual's base rate of pay.

21.5.1 Education incentive is limited to a maximum of one degree, regardless of the number of degrees earned.

### **Article 22 – Longevity**

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

After five (5) years to ten (10) years – 1%

After ten (10) years to fifteen (15) years – 2%

After fifteen (15) years – 3%

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

### **Article 23 – Technology**

23.1 In order to continuously upgrade technology resources and any evolution of those respective technologies, including devices carried and used by Employees to record data and to communicate, and to insure the City's commitment to internal mobility for employees, the City agrees to give advance notice to the Union when a major technology change is being considered.

23.2 In collaboration with the City, the Union may suggest alternative technology resources, may request to sit on design or implementation committee, and may request workers on labor-management implementation teams.

23.3 In-service training programs and courses at worksites will be offered during paid time. Employees are to receive training on the technology and how it may be used for lawful purposes.

23.4 Employer provided electronic mobile devices must remain active during all work hours but may be turned off during lunches and breaks.

### **Article 24 - Off-Duty Employment**

- 24.1 No employee shall utilize their employment or position with the Oak Harbor Fire Department for personal financial gain.

### **Article 25 - Work Stoppage**

- 25.1 The Union agrees there shall be no strikes, slowdowns, stoppage of work or any interference with the efficient management of the fire department, during the term of this Agreement.

### **Article 26 - Drug and Alcohol Testing**

- 26.1 General Rule: The Employer and Union jointly recognize the need for a drug and alcohol-free workplace and the appropriate use of drug and alcohol testing. Employees shall be subject to substance screening when the facts, circumstances, physical evidence, physical symptoms or a pattern of performance or behavior cause management to reasonably conclude that an employee has reported to work or is working impaired.
- 26.2 The following testing mechanisms shall be used for drug and alcohol testing performed on members of the Union:
- 26.2.1 Screening Test. Any screening test shall be performed for drug testing using the Immunoassay (IA) method and for alcohol using breathalyzer or blood test.
- 26.2.2 Positive Results. Any positive results on the initial screening test shall be confirmed through the use of Gas Chromatography/Mass Spectrometry (GC/MS).
- 26.3 Drug Testing Procedures - The testing procedure shall be used whenever an employee is required to give a urine sample.
- 26.3.1 Listing of Drugs Taken. Prior to testing, the employee will be requested to list all drugs currently being used by the employee on a form to be supplied by the testing facility.
- 26.3.2 Sampling. A urine sample will be taken of the employee. The test shall be given in such a manner as to protect the authenticity and reliability of the sample and the privacy of the individual.
- 26.3.3 Tests. The sample will first be tested using the screening procedure set forth in Section 25.2.1. If the sample tests are positive for any prohibited drug, the confirmatory test specified in Section 25.2.2 will be employed.
- 26.3.4 Procedure After Positive Results. If the confirmatory test is positive for the presence of an illegal drug, the employee will be notified of the positive result, and will be provided with copies of all documents pertinent to the test sent to or from the employer by the laboratory. The employee will then have the option of having the untested sample submitted to a NIDA Certified lab of the employee's



own choosing, to be tested at the employee's cost. If the retest results in a negative, the employer will reimburse the employee for all costs. The employer and employee will be given a copy of the results.

- 26.3.5 Documentation. Each step in collecting and processing of the urine specimens shall be documented to establish procedural integrity and a chain of evidence.
- 26.3.6 Right of Access. The employer and any employee who tests positive shall be given access to all written documentation available from the testing laboratory which verifies the accuracy of the equipment used in the testing process, the chain of custody of the specimen and the accuracy rate of the laboratory.
- 26.4 First Offense - Limitation or Action "First Offense". Any action taken by the employer for a "first offense" shall be rehabilitative in nature (i.e., counseling referral, treatment.), except when the employee is involved in criminal activity.
- 26.5 Second Offense - Second or more offenses by an employee shall be subject to disciplinary action, up to and including dismissal.
- 26.6 Informing Employees - All employees shall be fully informed of the Employer's drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the Employer shall inform the employees on how the tests are conducted, what the test can determine and the consequence of testing positive for drug use. All newly hired employees will be provided with this information on their initial date of hire. No employee shall be tested before this information is provided to him/her. Employees who voluntarily come forward and ask for assistance to deal with the drug or alcohol problem shall not be disciplined by the Employer for doing so. No disciplinary action will be taken against an employee unless he/she refuses the opportunity for rehabilitation, fails to complete a rehabilitation program successfully, or again tests positive for drugs or alcohol after completing an appropriate program.
- 26.7 Employee Testing - Employees shall not be subjected to random medical testing involving urine or blood analysis or other similar or related tests for the purpose of discovering possible drug or alcohol abuse. If, however, objective evidence exists establishing probable cause to believe an employee's work performance is impaired due to drug or alcohol abuse, the Employer will require the employee to undergo a medical test consistent with the conditions as set forth in the Policy.
- 26.7.1 In the event an employee is involved in an accident with serious injury requiring off-site medical treatment, the employee may be ordered to submit to drug testing where surrounding circumstances provide an articulable suspicion that the employee is impaired.
- 26.7.2 "For Cause" (also known as "Reasonable Cause") is defined as work-related performance, behaviors and actions that a reasonable and prudent person would believe constitute a potential hazard, either to oneself or others which could indicate that an employee may be under the influence of an illegal drug, or may be abusing a prescription or over the counter (OTC) drug, or alcohol.

- 26.8 Sample Collection. May allow for testing by a lab that may not be SAMSHA certified but whose procedures substantially comply.
- 26.8.1 The collection and testing of the samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall be one that is certified by the National Institute of Drug Abuse (NIDA). The laboratory chosen must be agreed to between the Union and the Employer. The laboratory used shall also be one whose procedures are periodically tested by NIDA where they analyze unknown samples sent to an independent party. The results of employee tests shall be made available to the Medical Review Physician.
- 26.8.2 Collection of blood or urine samples shall be conducted in a manner which provides the highest degree of security for the sample and freedom from adulteration. Recognized strict chain of custody procedures must be followed for all samples as set by NIDA. The Union and the Employer agree that security of the biological urine and blood samples is absolutely necessary; therefore, the Employer agrees that if the security of the sample is compromised in any way, any positive test shall be invalid and may not be used for any purpose.
- 26.8.3 Blood or urine sample will be submitted as per NIDA Standards. Employees have the right for Union or legal counsel representatives, whichever is more readily accessible, to be present during the submission of the sample. Employees shall not be witnessed while submitting a urine specimen. Prior to submitting a urine or blood sample, the employee will be required to sign a consent and release form (as attached to this Policy).
- 26.8.4 A portion of the original sample will be separated by the lab in all cases for an independent analysis in the event of a positive test result. All samples must be stored in a scientific acceptable preserved manner as established by NIDA. All positive confirmed samples and related paperwork must be retained by the laboratory for at least twelve (12) months or for the duration of any grievance disciplinary action or legal proceedings, whichever is longer. At the conclusion of this period, the paperwork and specimen shall be destroyed. Tests shall be conducted in a manner as to ensure that an employee's legal drug use and diet does not affect the test results.

26.9 Drug Testing - The laboratory shall test for only the substances and within the limits as follows for the initials and confirmation test as provided within NIDA standards. The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for drugs or classes of drugs.

**INITIAL TESTING**

Marihuana metabolites	100 ng/ml
Cocaine metabolites	300 ng/ml
Opiate metabolites (1)	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1,000 ng/ml

Barbiturates:

Secobarbital	300 ng/ml
Phenobarbital	1000-3000 ng/ml
Butalbital	1000 ng/ml

Benzodiazepines:

Oxazepam	300 ng/ml
Chlordiazepoxide	3000 ng/ml
Diazepam	2000 ng/ml
Methadone	300 ng/ml
Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml
Ethanol	0.03 g/dl

If immunoassay is specific for free morphine, the initial test level is 25 ng/ml. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the following listed cutoff values:

**CONFIRMATORY TESTING**

Marihuana metabolites (1)	15 ng/ml
Cocaine metabolites (2)	150 ng/ml

Opiates

Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml

Amphetamines

Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml
Barbiturates	200 ng/ml
Benzodiazepines	200 ng/ml
Methadone	100 ng/dl
Methaqualone	300 ng/ml
Propoxyphene	100 ng/ml
Ethanol	0.03 g/dl

(1) *Delta-9-tetrahydrocannabinol-9-carboxylic acid*

(2) *Benzoylcegonine*

If confirmatory testing results are negative, all samples shall be destroyed and record of the testing expunged from the employee's file.

26.10 Alcohol Testing - Alcohol Consumption Disclosure - An employee who has consumed any alcoholic beverage and who is called in on off-duty time will advise his/her supervisor of that consumption.

26.11 Medical Review Physician - The Medical Review Physician shall be chosen and agreed upon between the Union and the Employer and must be a licensed physician with a knowledge of substance abuse disorders. The Medical Review Physician shall be familiar

with the characteristics of test (sensitivity, specificity and predictive value), the laboratories running the tests and the medical conditions and work exposures of the employee.

The role of the Medical Review Physician will be to review and interpret the positive test results. He must examine the alternate medical explanations for any positive test results. This action shall include conducting a medical review with the affected employee, review of the employee's medical history and review of any other relevant biomedical factors. The Medical Review Physician must review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication.

- 26.12 Laboratory Results - The laboratory will advise only the employee and the Medical Review Physician of the positive results. The results of a positive drug or alcohol test can only be released to the Employer by the Medical Review Physician once he has completed his view and analysis of the laboratory's test. The Employer will be required to keep the results confidential and it shall not be released to the general public.
- 26.13 Testing Program Costs - The Employer shall pay for all costs involving drug and alcohol testing as well as the expenses involved with the Medical Review Physician. The Employer shall also reimburse each employee for their time and expenses including travel incurred involved in the testing procedure only, if outside normal shift schedule.
- 26.14 Union Held Harmless - This drug and alcohol testing program was initiated by the Employer. The Union and its members agree to the program. However, the Union shall be held harmless for the violation of any employee rights arising from the administration of the City's drug and alcohol testing program.
- 26.15 Changes in Testing Procedures - The parties recognize that during the life of this Agreement, there may be improvements in the technology of testing procedures which provide more accurate testing. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements. If the parties are unable to agree on the amendments they will be submitted to dispute resolution procedures as agreed upon in this contract.
- 26.16 No employee may refuse to take a drug or alcohol screen test when so ordered by a supervisor. No employee may contaminate, tamper with or alter in any way a urine drug/alcohol screen specimen or provide false information when responding to required questions for a drug or alcohol screen test.
- 26.17 Consent Forms - Drug and Alcohol Testing Consent Form (which will apply to all testing but alcohol breath test). A different form for breathalyzer testing will be provided by the Employer.

#### **Article 27 - Military Leave**

- 27.1 The City agrees to pay military leave of up to 21 days per year for military service pursuant to RCW 38.40.060.

## **Article 28 - Seniority Article**

- 28.1 Seniority – An employee’s seniority shall be defined as that period from the employee’s most recent first day of uniformed full-time compensated work with the Oak Harbor Fire Department.
- 28.2 Employees with the same date of hire shall be assigned a seniority order, based on the individual’s total score from the entire testing process of the Employer (i.e. Civil Service and the Department). The higher the total score, the higher the seniority ranking.
- 28.3 A seniority list shall be maintained by the Employer and shall be brought up to date prior to January 31<sup>st</sup> of each year. This list shall be forwarded to the Secretary of the Union. The list shall show date of hire and date promoted, if any.
- 28.4 Seniority shall prevail in lay-offs for all employees who have completed their initial probationary period, provided the senior employee is capable of performing the duties of the less senior employee. No new employee shall be hired until the laid off employees have been given the opportunity to return to work. Employees who are laid off shall be placed on a recall list for a period of three (3) years. Employees, if recalled, shall be recalled in inverse order of their layoff. Recalled employees returning from layoff in excess of one year will be subject to a physician’s examination and must demonstrate within (90) ninety days of their recall that they are able to meet the physical demands associated with the work to be performed. Employees who are eligible for recall shall be given (30) thirty calendar days notice of recall sent by registered mail. The recalled employee must notify the City of their intention to return to work within fourteen (14) calendar days of their receipt of the recall notice. The City shall have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the departing employee. It shall be the obligation and responsibility of the employee who was laid off to keep the City informed of their latest mailing address.
- 28.5 During the period that any employee is on an authorized leave of absence without pay, seniority shall accrue. If an employee is on layoff status, seniority shall not accrue. Upon returning to work after such leave or layoff, the employee shall be granted the level of seniority previously accrued.

## **Article 29 - Jury and Witness Duty**

- 29.1 Jury Duty - Employees shall be granted up to 4 weeks leave with full pay while required to perform jury duty. In order to receive such leave, employees must surrender to the City all compensation **except reimbursement** for meals and mileage connected with their jury duty. Employees released from jury duty or while waiting to be impaneled shall report to the Chief or his designee for assignment. Any jury duty period beyond 4 weeks shall be without pay.
- 29.2 Witness Duty - Employees shall be released from duty without loss of pay to appear and testify in court when the matter arose out of the good faith performance of the employee’s official duties.

### Article 30 - Physical Fitness

- 30.1 The City and the Union recognize the physical and mental health of bargaining unit employees is of vital importance in fulfilling the responsibilities of the job of Firefighter.
- 30.2 The City and the Union define and establish a Physical Fitness Wellness program for the members of the bargaining unit utilizing the guidelines established in the "Fire Service Joint Labor Management Wellness-Fitness Initiative" which is a partnership between the International Association of Firefighters and the International Association of Fire Chiefs.

The Wellness portion of the program contains an annual medical exam which will include at a minimum:

- A) Medical History Questionnaire
- B) Physical examination by a medical doctor
  - a. Vital signs
  - b. Head, eyes, ears, nose, throat
  - c. Neck
  - d. Cardiovascular
  - e. Pulmonary
  - f. Gastrointestinal
  - g. Genitourinary
  - h. Rectal
  - i. Lymph Nodes
  - j. Neurological
  - k. Musculoskeletal
  - l. Skin
  - m. Respirator screening

All information gathered as a result of the pre-screening and wellness testing process shall remain confidential between the medical or other service provider and the employee. All requests for medical history shall be in accordance with law. The physician shall be allowed to provide the City with information which relates to the employee's medical fitness for duty according to a mutually agreed upon standard set by the Union and the City. The standard is set at 11 METS (see form in Appendix A). This Physical Fitness Program shall be non-punitive.

The Physical Fitness portion of the program will include an annual fitness evaluation that measures at a minimum:

- A) Aerobic Capacity
- B) Muscular Strength
  - a. Grip Strength
  - b. Leg Strength
  - c. Arm Strength
- C) Muscular Endurance
- D) Flexibility

- 30.3 Employees will be allowed sixty (60) minutes per shift for physical fitness and up to fifteen (15) minutes to shower and change of clothes, provided said physical fitness conditioning periods shall not interfere with scheduled shift work such as drills, training, inspections or emergency responses. Work-outs will be scheduled by the Lieutenants, subject to the approval of the Chief. Employees not participating in scheduled physical fitness will use that time performing operational duties and projects.

### **Article 31 - Non-Discrimination**

31.1 The Union and the City agree to provide equal opportunity as to the provisions of this Agreement to all their members and employees. Neither the City nor the Union shall discriminate against any person on the basis of such person's race, sex, marital status, color, creed or religion, national origin, age, veteran status, sexual orientation or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender or any other status protected by state or federal law.

### **Article 32 - Grievance Procedure**

- 32.1 **Purpose.** The purpose of this procedure is to provide a process for the prompt and fair resolution of grievances. This procedure shall be the exclusive means of resolving grievances. Nothing in this procedure shall preclude an employee or the Union from resolving disagreements informally; provided, that the resolution is consistent with the terms of this Agreement.
- 32.2 **Definition of Grievances.** A grievance is a dispute between the Employer and the Union, on its own behalf or on behalf of an employee(s), over an alleged violation, misinterpretation or misapplication of an express term or provision of this Agreement.
- 32.3 **Time Limits.**
- 32.3.1 Time limits within the grievance procedure may be waived or extended by the mutual agreement of both parties. If the Union, on behalf of the employee(s), fails to act or respond within the specified time limits, the grievance will be considered waived. If the Employer fails to respond within the specified time limits, the grievance will proceed to the next step of the grievance procedure.
- 32.3.2 The day after the event, act or omission (or in the case of the initial submission of a grievance at Step 1, the day after the employee(s) or Union knew or reasonably should have known of an event, act or omission) shall be the first day of a timeline under this Article. In the event that a time limit under this Article ends on a weekend or holiday, the deadline will be extended automatically to the following Employer business day.
- 32.3.3 Submissions will be considered timely under this Article if they are received by 5:00 p.m. on the last day called for under an applicable time limit.

- 32.4 **Submission of Grievances and Responses.**

- 32.4.1 All grievances and requests for arbitration must be submitted to the Employer's Human Resources office, by hard copy or electronic mail. Employer responses will be submitted to the Union's business office by hard copy or electronic mail, with copies to the Union steward and grievant (if applicable).
- 32.4.2 Employees who have not successfully completed their initial probationary period shall not have the right to file grievances under this procedure involving dismissal or demotion.
- 32.4.3 Unless mutually agreed, grievances alleging multiple contract violations that do not arise out of a nucleus of common facts must be submitted, and will be processed, separately.
- 32.4.4 Grievances shall include the following:
- a. the specific provision(s) of the Agreement allegedly violated, misinterpreted or misapplied.
  - b. a statement of the facts upon which the grievance is based, including the date on which the alleged grievance occurred; and
  - c. the remedy sought.
- 32.4.5 Unless mutually agreed, no new issues may be added to a grievance once it has been submitted at Step 1.
- 32.4.6 The Employer and the Union shall supply each other with requested information reasonably needed to facilitate the processing of the grievance. Meetings to discuss any grievance shall be scheduled at mutually convenient times.
- 32.4.7 Process.
- a. Step 1. The Union shall submit the grievance to the Department Head with a copy to Human Resources within ten (10) calendar days of the day the employee(s) or the Union knew or reasonably should have known of the event(s) giving rise to the grievance. The Department Head will respond to the grievance in writing within ten (10) calendar days after receipt.
  - b. Step 2. Should Step 1 fail to resolve the grievance, within ten (10) calendar days following receipt of the Step 1 response, the Union may advance the written grievance to the City Administrator for his or her consideration. The City Administrator will respond in writing to the grievance within ten (10) calendar days after receipt of the Step 2 grievance.



- c. Step 3. Should Step 2 fail to resolve the grievance, the Union may submit a written demand to arbitrate the grievance within ten (10) calendar days after its receipt of the City Administrator's Step 2 response.

### 32.5 Arbitration.

32.5.1 Arbitrator Selection. The parties may mutually agree upon an arbitrator. In the event that no such agreement is reached within fourteen (14) calendar days of Union's arbitration demand, the Union will request a list of seven (7) arbitrators from Washington and/or Oregon provided by the American Arbitration Association (AAA), Washington State Public Employment Relations Commission (PERC), or from any other mutually agreed source. Within seven (7) calendar days following the receipt of the list of eligible arbitrators, the parties' representatives will meet or confer to select an arbitrator. The parties will each strike three (3) arbitrators from the list in an alternating order, and the remaining arbitrator shall hear the dispute. The party exercising the first strike shall be the loser of a coin flip.

32.5.2 Arbitrability. Unless otherwise agreed by the parties, challenges to the procedural arbitrability of a grievance shall be resolved in a proceeding separate from and prior to arbitration on the merits of the grievance. Within fourteen (14) calendar days following receipt of an arbitrator's decision ruling that a challenged grievance is subject to arbitration, the parties will begin the process described in Section 1.5.1 to select an arbitrator to rule on the merits of the grievance.

32.5.3 Authority. The arbitrator:

- a. will have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this Agreement;
- b. will be limited to his or her decision to the grievance issue(s) set forth in the original written grievance, unless the parties have agreed to modify it;
- c. will be limited to a period of no more than ninety (90) working days for any award of back pay.

32.5.4 Procedure. Arbitration will take place in accordance with the Labor Arbitration Rules of the AAA, PERC, or other mutually agreed source unless the parties agree otherwise in writing.

32.5.5 Decision. The arbitrator will issue a written decision to the parties within thirty (30) calendar days after the close of the hearing(s) or the submission of post-hearing briefs, whichever is later. The decision of the arbitrator shall be final, conclusive, and binding on the Employer, the Union, and the employee(s); provided that the decision does not include action by the arbitrator beyond his or her jurisdiction.

32.5.6 Arbitration Costs.

- a. The expenses and fees of the arbitrator and the cost (if any) of the hearing room will be shared equally between the parties. If one party chooses to use a court reporter, the requesting party shall bear the costs associated with the court reporter. The other party may obtain a copy of the court reporter's report by agreeing to share the cost of the court reporter at the time it makes the request for a copy of the report and transcript, and by paying half the costs charged to produce the report and transcript.
- b. If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The cost of any postponement or cancellation based on mutual agreement will be shared equally by the parties.
- c. Each party is responsible for the costs of its staff representatives, attorneys, witnesses and all other costs related to the development and presentation of its grievance.

**Article 33 - Savings Clause**

33.1 If any provision of this agreement or any Addendum hereto is declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the City and Union will meet for renegotiation of such unlawful or unenforceable provisions for the purpose of a reasonable and lawful replacement.

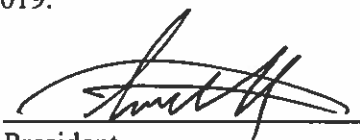
**Article 34 - Duration**

34.1 This Agreement, and all of the terms and conditions herein, shall be the entire collective bargaining Agreement of the parties. It shall become effective and shall remain in full force and effect until December 31, 2020.

Dated this 19 day of February, 2019.



Mayor  
City of Oak Harbor



President  
Oak Harbor Firefighters' Local 4504 IAFF

APPENDIX A

**WELLNESS FITNESS FORM FOR MEETING THE STANDARD OF 11 METS  
WASHINGTON INSTITUTE OF SPORTS MEDICINE & HEALTH**

Fire Fighter: \_\_\_\_\_ Physical Exam Confirmation Date: \_\_\_\_\_

I authorize Washington Institute of Sports Medicine & Health to release this document to the Oak Harbor Fire Administration. Only information as it relates to Maximal Mets Achieved on the Treadmill Test will be released to the department. Fitness for Duty, as defined by Oak Harbor Fire Department, is determined by the Fire Fighter achieving 11 METs. Information given to the department will note whether Fire Fighter Did Not Meet / Met / Exceeded 11 MET Standard. No other medical information or other personal information or findings of the Wellness/Physical Exam is to be shared with the department and remains confidential between Washington Institute of Sports Medicine & Health, and myself.

\_\_\_\_\_  
Fire Fighter Signature

The physical Exam components include the following:

- ◆ Past Medical/Health History
- ◆ History of Surgeries / Accidents / Hospitalizations / Allergies / Medications / Vaccination Status / Social history / Family Health History
- ◆ General Physical Exam Components: skin / head / eyes / ears / nose / throat / neck / lymph nodes / lings / back / cardiac / pulses / abdomen / GI / GU / rectal / heme / neuro / musculoskeletal / endocrine / genital / extremities

As Part of the overall exam process the following components were assessed:

- ◆ Fasting Blood Chemistry profile
- ◆ Urinalysis
- ◆ Resting EKG
- ◆ Body Composition
- ◆ Functional Movement Screening or Strength Testing
- ◆ Flexibility Tests
- ◆ Pulmonary Function (including FEV1 & VC)
- ◆ Maximal Treadmill Exercise Stress Test with EKG and Hemodynamics (BP)
- ◆ Comprehensive Computerized Health Risk Appraisal

The patient will be given a comprehensive review of findings. Patient will be given a plan of action for lowering specific health risk findings, and improving overall health.

If referral for further evaluation and treatment was indicated by the findings, this was accomplished. The physical exam was performed by Thomas DePuydt, MD.

\_\_\_\_\_ Did Not Meet / Met / Exceeded the Oak Harbor Fire Department  
FITNESS FOR DUTY STANDARD of 11 METS Maximal Functional Capacity on the Maximal Treadmill  
Test.

Sincerely,

David L. Parker, Ph.D.

**APPENDIX B**

Confidential Reinstatement Agreement  
Oak Harbor Firefighters Union

I, \_\_\_\_\_, request reinstatement to my former position with the City of Oak Harbor. I understand that my reinstatement to employment is conditional, subject to the following terms:

1. I have successfully completed an approved rehabilitation program at a licensed, approved facility and will actively comply with any and all follow-up requirements as stated by the program mandates.
2. I understand that any future violation of the substance abuse policy, or failure to comply with and complete the follow-up terms of the approved treatment program will result in my immediate termination of employment.
3. I understand and recognize the importance of involving, (if applicable) my spouse, family or the significant other person in my life in the process of my recovery program.
4. I understand and agree that, as a condition to reinstatement, I am expected to meet all established requirements of the policies and procedures and that I will continue to be subject to established procedures for failure to comply with these standards.
5. I understand that my past conduct and my recovery program require that I comply with random drug screening requests during the period of this Agreement. My failure to comply with this section may result in my immediate termination.
6. I understand that I will be subject to the terms of this Reinstatement Agreement for a period of twelve (12) months from the date of my reinstatement. Upon completion of this twelve (12) month period, I will receive a formal, written review of my work performance and recovery progress during such period. This evaluation will determine if the terms of this Agreement have been met, require modification or, if special detailed circumstances warrant, should be extended.

**ACKNOWLEDGMENT**

I understand and agree that my reinstatement and continued employment are conditioned upon my satisfactory compliance with the terms listed above. I have discussed these terms with my supervisor(s) and understand that, should I fail to comply with the terms of those sections specifically cited or in all other sections not so noted, I will be subject to further disciplinary action, up to and including termination of employment with the City of Oak Harbor.

Date: \_\_\_\_\_

\_\_\_\_\_  
Employee Signature

Copy received and acknowledged:

Initials \_\_\_\_\_

\_\_\_\_\_  
Print Name of Employee

**APPENDIX C**

**DRUG TESTING  
CONSENT / RELEASE**

I consent to the collection of a urine sample by \_\_\_\_\_, and its analysis by \_\_\_\_\_, for those drugs specified in the Collective Bargaining Agreement.

The laboratory administering the tests will be allowed to release the results to my Employer only after the laboratory's results have been reviewed and interpreted by the Medical Review Physician. The information provided to the Employer shall be only whether the tests were confirmed positive or were negative and not any other results of the test without my written consent.

The laboratory is not authorized to release the results of this test to any other person without my written consent.

I understand that I have the right to my complete tests results and that the laboratory will preserve the sample for at least twelve months. I have the right to have this sample separated at the lab and a portion tested at my expense at a second NIDA Certified laboratory of my choice, in the event the test results are confirmed positive.

I understand that the Employer is requiring me to submit to this testing as a condition of my employment and that alteration of the sample or failure to reasonably cooperate with the collection of a urine sample may result in disciplinary action by the Employer.

I understand that a confirmed positive test may result in a requirement that I undergo rehabilitation.

By signing this consent form, I am not waiving any of my rights under any federal, state or local law, statute, constitution, ordinance, administrative rule or regulation or common law provision. I understand that I have the right to challenge any confirmed positive test result and any Employer action based thereon, by filing a grievance under the Collective Bargaining Agreement.

Date \_\_\_\_\_

Employee \_\_\_\_\_