

**AGREEMENT BY AND BETWEEN**

**THE CITY OF BELLINGHAM**

**AND**

**BELLINGHAM FIREFIGHTERS, LOCAL NO. 106**

**FOR 2022-2023**

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**AGREEMENT BY AND BETWEEN  
CITY OF BELLINGHAM  
AND  
BELLINGHAM FIREFIGHTERS, LOCAL NO.  
106  
FOR 2022-2023**

**ARTICLE 1.. AGREEMENT**

This Agreement is between the City of Bellingham (hereinafter referred to as the "City") and the International Association of Firefighters, Local Union No. 106 (hereinafter referred to as the "Union"). It contains the entire agreement between the parties governing wages, hours and working conditions, and has been reached as the result of collective bargaining, in accordance with Revised Code of Washington (RCW) 41.56, and shall be in effect for the period stated herein.

**ARTICLE 2.. PURPOSE**

The purpose of this agreement is to increase the general efficiency of the Fire Department and to maintain harmonious relations between the Fire Department and its personnel, to promote the morale and protect the rights, well-being and security of the Fire Department's employees. To accomplish the foregoing, the parties hereto agree to the articles within this agreement.

**ARTICLE 3.. RECOGNITION OF BARGAINING UNIT**

The City hereby recognizes the Union as the exclusive bargaining representative of all regular, full-time uniformed employees of the Bellingham Fire Department except the Fire Chief, Assistant Fire Chiefs, Fire Dispatchers and any employee covered by 106S.

**ARTICLE 4.. UNION MEMBERSHIP**

**SECTION 1. MEMBERSHIP APPLICATION AND TERMINATION OF PROBATIONARY EMPLOYMENT**

Any employee may, at his or her discretion, apply for membership in the Union. Union membership shall not affect the City's right to terminate a probationary employee prior to permanent appointment.

The parties agree that authorization to withhold union dues is not a condition of employment based on the United States Supreme Court's ruling *Janus v. AFSCME* in 2018. The union encourages all eligible employees to become Union members and remain a Union member in good standing. The Union believes Union membership is a means to ensure the acquisition and maintenance of excellent wages, benefits and job security, as well as a means to preserve solidarity.

**SECTION 2. DUES**

Subject to the provisions of this Article, all employees in the bargaining unit who are members of the Union as of the signature date of this agreement shall remain members in good standing for the

term of the agreement, unless the member withdraws in writing. Any employee hired after the effective date of this agreement may authorize the City and Secretary/Treasurer of the Union in writing to deduct fees for the union.

**SECTION 3. NON-MEMBER PARTICIPATION IN COLLECTIVE BARGAINING**

Any employee, not a Union member, desiring to participate in the collective bargaining process shall be at the sole agreement between union and employee.

**ARTICLE 5.. CHECK-OFF OF UNION DUES**

The City will make deductions on a regular basis from the pay of an employee for regular Union dues, assessments uniformly levied against all Union members and initiation fees, provided such employee authorizes the City in writing to deduct said fees for the Union. The Union agrees to defend, indemnify and hold the City harmless against any and all claims, suits, orders, and judgments brought and issued against the City as a result of any action taken or not taken by the City in regards to Union dues and/or fees, other than claims brought by the union to enforce this Article.

**ARTICLE 6.. DISCRIMINATION**

The City agrees not to discriminate against any employee for exercising his or her legal rights to organize and bargain collectively under the Public Employees Collective Bargaining Act (RCW Chapter 41.56). The City and the Union agree that there shall be no discrimination against any employee because of membership or non-membership in the Union, sex, race, color, religion, national origin, age, sexual orientation, or disability, provided that it does not interfere with bona fide occupational qualifications.

**ARTICLE 7.. MEDICAL/PHYSICAL EXAMINATIONS**

**SECTION 1. EMPLOYMENT PHYSICALS**

Any person to be newly employed or to be re-employed as a firefighter shall be required to pass a physical examination that meets the current standards applicable to Bellingham firefighters and such other examination standards set forth by the Bellingham Civil Service Commission.

**SECTION 2. MANDATORY PHYSICAL EXAMINATIONS**

Regular employees shall have a minimum of one physical examination biannually until age 40 and annually thereafter. The City shall pay the cost of such examinations. These examinations shall be performed by a qualified physician designated by the Chief of Fire Department. These examinations shall be for the purpose of determining the employee's ability to perform his/her duties with average efficiency. Employees will be compensated for testing to include the laboratory visit and actual physical exam, for actual time, rounded to the nearest tenth of an hour (6 minutes), with a one hour minimum, at an overtime rate, except for employees needing a colonoscopy. Employees required to complete a colonoscopy will be compensated a flat 4 hours of overtime for the procedure and any preparations needed, in addition to any compensation for the normal physical. Compensation for additional testing must have prior approval of the Chief. Employees will not be compensated for treatment resulting from the initial physical examination.

**SECTION 3. ADDITIONAL EXAMINATIONS**

Employees returning from disability or sick leave shall be subject to physical performance, fitness and/or medical examinations appropriate to the employee's class and assignment. Physical performance examinations shall include components of typical fire ground operations and fitness



examinations shall be conducted in accordance with the standards and procedures developed by the Health and Safety committee. These examinations shall be for the purpose of determining the employee's ability to perform his/her duties with average efficiency. Employees will not be compensated for return to work, fit for duty examinations or pension board directed examinations performed by their own medical provider. Additional physical examinations and supplemental medical evaluations may be ordered by the Chief or the Pension Board and shall be compensated as hours worked.

#### **SECTION 4. CORRECTIVE MEASURES**

In requiring a physical examination or medical evaluation, the Chief or Disability Board shall request that the examining physician recommend measures to be taken by the employee to correct or improve any health or physical condition which impairs the employee in the performance of his or her assigned duty. The Chief may direct the employee to follow such corrective measures within the timeframe recommended by the physician. Failure to follow corrective measures shall be grounds for disciplinary action.

#### **ARTICLE 8.. SALARY NEGOTIATION PROCEDURES**

The City does hereby agree to meet with and consider all requests and recommendations of the Union pertaining to wages, hours and other terms and conditions of employment prior to adopting any salary schedule or making any amendment to the same. The collective bargaining process shall be conducted in accordance with RCW Chapter 41.56.

#### **ARTICLE 9.. STRIKES**

The Union agrees that there shall be no strikes, slowdowns, stoppages of work or interference with the operations of the Fire Department. Any employee who violates any provisions of this Article shall be subject to disciplinary action, including discharge, under provisions of the rules and regulations of the Bellingham Civil Service Commission. The City will make every effort to settle disputes over wages, hours and working conditions by normal negotiation procedures in accordance with RCW Chapter 41.56.

#### **ARTICLE 10.. ADDITIONAL SERVICES**

In the event bargaining unit employees are required to provide additional services of a significant nature, collective bargaining shall be opened to determine the wages, hours and working conditions governing such additional services.

#### **ARTICLE 11.. PREVAILING RIGHTS**

All rights, privileges and obligations for employees at the present time which are not included in this agreement shall remain in force unchanged and unaffected in any manner by this agreement.

#### **ARTICLE 12.. MANAGEMENT RIGHTS**

Any and all rights concerned with the management and operation of the Fire Department are exclusively the prerogative of the City unless otherwise provided by the terms of this agreement. The City has the authority to adopt reasonable rules for the operation of the Fire Department and the conduct of its employees, provided such rules are not in conflict with the provisions of this agreement, Civil Service Rules, or applicable law. The City's rights include, but are not limited to, the right to discipline, temporarily layoff or discharge employees; to assign work and determine duties of employees; to schedule hours of work; to determine the number of personnel to be assigned duty

at any time; and to perform all other functions not otherwise expressly limited by this agreement, the provisions of the Civil Service Rules, or applicable laws.

### **ARTICLE 13.. CITY POLICIES**

The Employer and the Union require clarity about which City rules and policies, in addition to the Bellingham Fire Department policies and this Agreement, apply to bargaining unit members.

If the City proposes a universal City policy (applicable to all City employees including firefighter and paramedics covered by this Agreement), the Employer shall provide the Union with draft policy language prior to finalization. The Employer shall provide a reasonable notice period (not less than 30 days) and opportunity to discuss permissive subjects or to bargain mandatory subjects. This provision does not include policies or procedures that would not ordinarily be discussed with the Union.

If the Union does not request discussions or bargaining, the Employer shall apply the adopted City policy to bargaining unit members, unless there are provisions in the Agreement that supersede or contradict such policy. The Union relinquishes no rights to bargain on terms or conditions of employment by this provision, and the Employer waives no management rights.

The City will make an attempt to confirm by email, utilizing delivery receipt or other affirmative response that the union representative has received the draft language and does not wish to request discussion or bargaining prior to implementation of the policy.

### **ARTICLE 14.. GRIEVANCE PROCEDURE**

Grievances or disputes which may arise concerning the scope of this agreement shall be settled in the following manner. Any of the timelines provided below may be extended by mutual agreement.

Step 1. The Union Grievance Committee, upon receiving notification of a grievance, shall determine if a grievance exists. If in its opinion no grievance exists, no further action shall be taken.

Step 2. If the Grievance Committee determines that a grievance may exist, a written grievance shall be submitted to the Fire Chief, stating the action that is grieved, the section(s) of the agreement violated, and the remedy that is sought. The grievance shall be filed within 15 calendar days of the action being grieved, or when the employee reasonably should have known of the action, whichever is later. A meeting on the matter shall be arranged with the Chief of the Fire Department for consideration of the grievance. The interested employee may be present if he or she so desires.

Step 3. If within 15 calendar days of the presentation to the Chief, the alleged grievance has not been settled, a petition shall be submitted within 15 calendar days thereafter to the Human Resources Director for consideration.

Step 4. (a) If within 15 calendar days of the presentation of the petition to the Human Resources Director, the alleged grievance has not been settled, either party shall have 15 calendar days to request in writing that the alleged grievance be submitted to a neutral arbiter, or if requested by a party, a Board of Arbitration.

(b) If the grievance will be considered by a single neutral arbiter, the parties shall initially seek to agree upon a mediator or arbiter. If the parties are unable to agree, the Union may request a list of seven arbiters from Washington or Oregon from the Federal Mediation and Conciliation Service. Each party shall alternately strike from the list until one name remains.

(c) If a Board of Arbitration is requested, the Board of Arbitration shall consist of three persons, one of whom shall be appointed by the City and one by the Union. Such appointments shall be made within 10 calendar days of the request for arbitration and the third member shall be appointed within 10 calendar days by the two members so appointed and shall be Chairperson. Should the members so appointed by the parties fail to agree on a Chairperson, the said Chairperson shall be appointed by using a list of seven Washington/Oregon arbiters, with the list obtained from the Federal Mediation and Conciliation Service. Each party shall alternately strike from the list until one name remains.

(d) The Board of Arbitration shall render its decision based solely on the interpretation of this agreement. The Board shall render its decision by majority vote which shall be final and binding on both parties. The Board shall finally settle such grievance within 30 calendar days after the completion of the arbitration.

(e) Each party shall bear the expenses of its arbitrator and pay one half (½) the expenses if any, of the Chairperson. Parties will pay their own attorneys' fees, unless an arbitrator finds that the City's wage case was arbitrary and capricious.

(f) The Board of Arbitration shall not act on any matter that is within the jurisdiction of the Civil Service Commission.

## **ARTICLE 15.. DISCIPLINARY ACTION**

### **SECTION 1. NOTICE REQUIREMENT**

Before disciplinary action which involves suspension, demotion, termination or other action affecting an employee's compensation, notice will be given by the Chief or his designee to the employee that disciplinary action is contemplated against said employee.

- a) Except as provided below, such notice shall be given at least 48 hours before disciplinary action is taken, unless such notice is waived by the employee.
- b) The requirement for notice shall not prevent the Chief or other supervisory officer from immediately relieving any subordinate employee from duty, pending disciplinary action.
- c) An employee suspended from duty shall not lose any pay or benefits pending disciplinary action, unless the employee is reported in an unfit condition, in which case the employee will not be paid during the period pending disciplinary action unless he/she wins an appeal from the Civil Service Commission.

### **SECTION 2. UNION REPRESENTATION**

If an employee so requests, a Union representative shall be present at any discussion regarding disciplinary action where the employee is present and may intervene as an interested party.

### **SECTION 3. TIME LIMITATION**

The City agrees that any disciplinary action shall be initiated within 15 calendar days of the date that the City's investigation is completed or the matter is brought to the attention of the Chief, whichever is later. In no case shall the initiation of disciplinary action exceed 90 days after the alleged incident, unless the City could not reasonably have imposed disciplinary action within that period of time. This section is not intended to restrict the City from disciplining employees for patterns of conduct (tardiness, attendance, etc.).

### **SECTION 4. JUST CAUSE AND ELECTION OF REMEDIES**

The City has the right to discipline or discharge employees for just cause. Disciplinary matters may be appealed using either the grievance procedure outlined in Article 14 or through Civil Service. In

cases where both a grievance and Civil Service appeal have been filed, the parties agree to toll the Civil Service process (briefing, scheduling, etc.) while the grievance is being considered prior to step 4 of Article 14. Moving a case to arbitration under Step 4 of article 14 shall constitute waiver of the right to a Civil Service hearing. A decision to move forward to a hearing with the Civil Service Commission after the tolling period described above shall constitute a waiver of the right to further pursue a grievance to arbitration.

## **ARTICLE 16.. SENIORITY LIST**

The City shall establish and maintain a seniority list, and it shall be brought up to date January 1<sup>st</sup> of each year and immediately posted, either on the bulletin boards in all stations or electronically. Any objection to the seniority list posted must be reported to the Chief of the Fire Department and corrections made where appropriate.

In the case where employees are appointed on the same day, seniority shall be based on the order in which the appointing authority shall specify the appointments were made. The appointment authority shall make such specification in writing at the time of appointment.

At the time of making the annual assignment (shift and station), the department will consider qualifications and seniority.

## **ARTICLE 17.. VACANCIES, PROMOTIONS**

### **SECTION 1. UNION NOTIFICATION**

When a vacancy occurs in any classified or assigned position, the Chief shall notify the Union within 30 days of any decision by the City to modify or eliminate said position.

### **SECTION 2. TIMELINESS FOR FILLING PROMOTIONAL VACANCIES**

Promotional vacancies authorized by the City to be filled, shall be filled without undue delay.

### **SECTION 3. GOVERNING RULES FOR FILLING PROMOTIONAL VACANCIES**

All promotional vacancies will be filled in accordance with the rules and regulations set forth by the Bellingham Civil Service Commission.

## **ARTICLE 18.. SHIFT EXCHANGES**

### **SECTION 1. GENERAL**

Employees shall have the right to exchange scheduled duty periods with the approval of the supervising officer subject to the following conditions:

- a) Shift exchanges shall be voluntary.
- b) Shift exchanges shall not result in any additional cost to the City.
- c) Shift exchanges shall not interfere with Department operations.
- d) Shift exchanges shall be conducted in accordance with Department policies and procedures.
- e) Shift exchanges resulting in more than 21 consecutive days off including vacation days must be approved by the Fire Chief or his designee. Shift exchanges will not be unreasonably denied.
- f) Shift exchanges for disability leave coverage resulting in more than 21 consecutive days off must be approved by the Fire Chief or his designee.

**SECTION 2. INJURY WHILE WORKING SHIFT EXCHANGE**

Employees injured in the performance of duty while working an exchange of time shall not owe the City time. Sick leave will be deducted on an hour-for-hour basis and in accordance with the workers' compensation program.

**SECTION 3. FAILURE TO REPORT FOR DUTY ON SHIFT EXCHANGE**

Employees who fail to report for duty on an exchange of time for reasons unrelated to sickness or injury, shall reimburse the City for additional expenditure caused by the employee's failure to report, in addition to any progressive discipline imposed. The employee shall reimburse the City for the hours absent from the exchange from existing compensatory time or by working additional hours before earning further overtime pay or compensatory time. An employee who cannot work an exchange of time because of illness or injury shall reimburse the City from the sick leave accrual bank at the rate required for replacement personnel.

**ARTICLE 19.. UNION OFFICIALS' TIME OFF**

The City agrees to allow employees who are Union officials to attend meetings vital to the employees of the Fire Department; provided 48 hours advance notice is given to the Fire Chief. This shall apply to, but is not limited to, participation in the following, and provided such attendance results in no additional cost to the City:

Civil Service Commission:	1 member
Pension Board:	2 members
Grievance:	2 members
Health & Safety Committee:	3 members
Health & Welfare:	1 member

Up to four labor representatives will be paid straight time or provided work relief for actual time in attendance at labor negotiation meetings with the City.

Up to six labor representatives will be paid overtime or provided work relief for actual time in attendance at labor/management meetings scheduled by the Chief. No employee shall suffer any loss of pay because of attendance at any of the aforementioned meetings during his normal working hours where such attendance has been requested by the City. The parties will jointly schedule the meetings as to minimize on-duty attendees, up to a maximum of two released from duty for the duration of a meeting.

The City shall place one bulletin board in each station and headquarters, in a convenient location, which the Union may use for the posting of notices of official Union business.

The Department will make available (including, if necessary, hiring overtime coverage) a total of up to 192 hours per year for Union representatives (as determined by the Union) for attendance at labor relations conferences/educational classes/training reasonably determined by the Chief to be of mutual benefit to the City and Union. After the 192 hours have been utilized, any additional shifts shall be at the Chief's discretion. These shifts shall be scheduled with the administration at least one month prior to the seminar to be attended. The Chief and the Union will meet to identify the desired conference(s).

**ARTICLE 20.. PERSONNEL REDUCTION**

In the event that the City decides to reduce the number of Fire Department personnel, the employee with the least seniority shall be laid off first, or reduced in rank first, in accordance with

Civil Service procedures. No new employee shall be hired until the laid off employees have been given the opportunity to return to work, as provided in Civil Service Rules.

#### **ARTICLE 21.. POSITION ELIMINATION**

Employees whose positions have been eliminated, and whose subsequent pay grade will result in a wage reduction, shall have their wage rate frozen unless or until the difference between their wage and the subsequent pay grade is \$25 per month or less. At that time, they shall be placed in the appropriate pay grade.

#### **ARTICLE 22.. HEALTH AND SAFETY COMMITTEE**

The Fire Department Administration and the Union shall establish a Health and Safety Committee consisting of three Union representatives and three Fire Administration representatives.

The Union and City agree to participate fully in this Committee in order to promote a safe work place and reduce work related injuries and illness. The employee members of the Safety Committee shall be appointed by the Union. The Committee shall propose health and safety standards for the Fire Department to achieve the safest work places reasonably attainable under the conditions to which employees are or will be exposed.

#### **ARTICLE 23.. BEREAVEMENT LEAVE**

In the event of a death in the immediate family of a member of the bargaining unit, that member shall be granted the leave set forth immediately below to attend the funeral or other memorial event or to otherwise discharge obligations to his/her family. If the member is working a battalion shift schedule (24-hour shifts), that member shall be granted leave of two 24-hour shifts.

If the member is working a 40-hour schedule, that member shall be granted leave of three days with pay if the location of the funeral or other event is within 150 miles of Bellingham or five days with pay if over 150 miles.

For the purposes of the Article, immediate family shall be defined as follows: Spouse, registered domestic partner (as defined by state law), children, mother, father, brother, or sister, grandparent, grandchild of employee or spouse. Other members of the family or friend at the discretion of the Chief. For purposes of this Article, the term "spouse" shall also include any verified same and opposite sex "Domestic Partner", as per the City policy. Verification shall be accomplished through the City's affidavit process.

#### **ARTICLE 24.. WORK WEEK**

##### **SECTION 1. HOURS OF WORK**

The Chief shall assign personnel to a work schedule consistent both with the needs of the service and the provisions of this agreement. The parties recognize that hours of work are a mandatory subject of bargaining.

The annual hours for 106 employees shall be as follows:

- a) Annual work week for all operations assigned personnel is 2,472 hours, or approximately 47.4 hours per week.
- b) Members of the bargaining unit, not assigned to the Operations Division, shall work a 40-hour work week, scheduled flexibly with management approval.

**SECTION 2. OPERATIONS DIVISION PLATOON SHIFT SCHEDULE**

A four-platoon schedule shall be employed for all Operations Division personnel effective January 1, 2012. This schedule results in an average 42 hour per week shift schedule and an annual Debit shift bank of six shifts per year. Debit shifts that accrue throughout the calendar year are the result of the difference between the work schedule, holidays per Article 25 and the contractual work week.

**SECTION 3. DEBIT SHIFTS**

Debit shifts will be scheduled as part of the annual scheduling process. Each member will be assigned a debit shift cycle that schedules a debit shift every 64 days. Assigned cycle shall give members at least 24 hours off between their Debit shift and their regularly scheduled four-platoon shifts.

**SECTION 4. SHIFT START TIME**

Platoon shifts shall be for 24 consecutive hours commencing at 0800 daily.

**SECTION 5. SCHEDULING FOR HOLIDAYS**

Each employee's work schedule shall incorporate the holidays specified as paid time off in Article 25, as determined by the Chief.

**SECTION 6. FRACTIONS OF SHIFTS**

The parties acknowledge that work schedule computations are complex and create fractions of shifts and inconsistencies with respect to actual hours worked and the amount of time off earned by each employee; therefore, fractions of shifts will be rounded to the nearest 24-hour shift in determining the work schedule which most clearly approximates the defined work week, averaged annually.

**SECTION 7. DETERMINING NUMBER OF SHIFTS**

In determining the number of shifts worked, the schedule shall prevail.

**SECTION 8. OPERATIONS WORK SCHEDULE**

The beginning of the sequence will vary according to an individual's assignment at the first of each year.

**Operations**

On 24 hours, Off 48 hours

On 24 hours, Off 96 hours

Debit time scheduled as described in Section 3 of this Article.

**SECTION 9. ADJUSTMENT OF INDIVIDUAL SCHEDULES**

The parties acknowledge that change of shift and/or position assignments require adjustments in individual schedules. The Chief, after at least fourteen (14) calendar days' notification to the Union and employee, shall have the opportunity to adjust individual schedules and workweeks for the purposes of assignment, promotion, training, light duty and such other purposes deemed necessary for the effective operation of the department. A shorter time period for notification can be used when the employer requires duty related light duty, or if agreed upon between the City and Employee.

**SECTION 10. MINIMUM TIME BETWEEN DEBIT DAYS**

No employee shall have fewer than 40 calendar days between scheduled debit days as a result of shift change.

### **SECTION 11. MINIMUM TIME BETWEEN SHIFTS**

During a shift change, an employee shall be scheduled such that he/she will receive a minimum of 24 hours off between shifts.

### **SECTION 12. NON-EMERGENCY WEEKEND AND EVENING WORK**

The parties recognize that the demands of 24-hour shift work in the fire service are unpredictable. As such, there will be occasions when nonemergency response work may be performed on evenings and weekends.

### **SECTION 13. APPROVED SCHEDULE CHANGES**

Employees will be permitted to change their work schedule within their FLSA work period under the following parameters:

- Changes are initiated and requested by the employee and approved by the Battalion Chief
- Requests for Approved Schedule Changes can only be submitted for changes within the current calendar year, or the next calendar year following completion of annual shift assignments and annual vacation selections (typically completed in the 4<sup>th</sup> quarter of the prior year).
- Schedule changes must occur within the same FLSA period; meaning that the day the employee is scheduling FROM and the day the employee is scheduling TO be in the same 24 day FLSA period.
- Approved schedule changes can only occur:
  - FROM a day where staffing is above minimum staffing
  - TO a day where there is known overtime required to achieve minimum staffing
  - Such that the schedule change will eliminate the need to fill a position with overtime
- Approved schedule changes will have first priority in filling a staffing vacancy prior to filling the vacancy with overtime
- In the event an employee submits a request for a schedule change concurrent with another employee's request for time off pursuant to Article 25 Leave Time, the accrued leave time will be granted in accordance with Article 25 prior to considering the schedule change.
  - A pending unbid vacation request submitted more than 48 hours in advance is not considered a granted vacation day; the requested schedule change can be approved under the parameters of this Section.
- The day FROM which the employee changes their schedule cannot create overtime on that day, at the time the schedule change is approved

Employees will not be permitted to change their schedule if doing so does not fill an overtime position, or creates an overtime position.

## **ARTICLE 25.. LEAVE TIME**

### **SECTION 1. GENERAL**

Paid shifts off shall be granted to each employee for vacation, holidays, compensatory time, sickness, and bereavement leave. Sickness and bereavement leave are covered by Article 27 and Article 23 respectively.

Unless mutually agreed by the Chief and the employee, personnel assigned to the Operations Division shall be scheduled to take leave time off in units of 24 hours; other personnel shall take time off in hourly units consistent with their work schedule.



The availability of paid leave time off is determined after the work schedule has been established and in the following priority:

1. Vacation
2. Compensatory time

An Approved Schedule Change (Article 24, Section 13) is a modification to the established work schedule and is not a use of paid leave time off, subject to the prioritization above; with the exception that if multiple employees simultaneously submit requests for a schedule change and paid leave time off effecting the same calendar day(s), then the paid leave request(s) will be considered prior to considering the schedule change request(s).

Light Duty assignments are at the sole discretion of the Fire Chief.

## **SECTION 2. HOLIDAYS**

The following shall apply to all members of the bargaining unit:

- a) Members shall in lieu of the holidays noted below, have 6 shifts incorporated into the work schedule outlined in Article 24, as determined by the Chief. Holidays are:
  1. New Year's Day
  2. Martin Luther King Jr. Day
  3. Presidents' Day
  4. Memorial Day
  5. Juneteenth
  6. Independence Day
  7. Labor Day
  8. Veterans Day
  9. Thanksgiving Day
  10. The Day after Thanksgiving Day
  11. Christmas Day
  12. The day before or after Christmas Day, as determined by the Mayor
  13. One floating holiday, in accordance with City Resolution 28-1976
  14. Any day proclaimed by the City of Bellingham as a holiday
- b) Members shall not have holiday time off rescheduled for sickness or injury.
- c) Members will be credited with 12 hours of compensatory time for each additional special holiday declared by the City of Bellingham.
- d) Members of the bargaining unit, working a 40-hour week shall observe holidays as listed earlier in this section, except as follows:
  - When a holiday occurs on a Saturday, the preceding regular work day shall be observed.
  - When a holiday occurs on a Sunday, the following regular work day shall be observed.
- e) Holidays that occur during an employee's vacation period will be taken as holiday time, not vacation time.
- f) In recognition of and accommodation for the new Juneteenth holiday in 2022, starting in the first year after ratification, employees in operations will be credited with an additional 24-hour holiday every two years. Employees will choose their holiday off by bidding a day off during the normal vacation bidding process. Employees with even personnel numbers will bid their days in even years, employees with odd personnel numbers will bid their days in odd years.

**SECTION 3. VACATION**

Employees shall be granted vacation time off without loss of pay. Vacation time will be earned as follows:

- a) January 1st shall be considered the anniversary date for all vacation time earned.
- b) New employees shall earn vacation time from the date of employment until January 1st of the next year at the rate of 10 hours per month. Employees hired on the 1st to the 15th day of the month shall receive full credit for that month and employees hired after the 15th day of the month shall earn credit beginning the first day of the following month.
- c) After completion of the partial year described in the preceding subsection, the new employee shall be considered to be in his/her second year of employment for vacation time earned. Each succeeding year he/she shall earn vacation time at the following rate:

YEARS OF EMPLOYMENT	HOURS EARNED	
	Operations	40-hour Week
2-4	120	80
5-9	168	112
10-14	216	144
15-19	240	208
20+	288	216

- d) Personnel assigned to the Operations Division will take vacation in the calendar year following the year in which it is accrued.
- e) Vacation shall be scheduled and taken on a seniority basis so as to cause the minimum interference with the functioning of the department.
- f) Annual vacation leave cash out shall begin with the 2009 calendar year vacation scheduling. Employees assigned to the 40 hour work week may cash out up to 40 hours of vacation, provided they have a bank balance of at least 80 hours. This time must be taken in a minimum of eight hours, but may be taken in higher increments. Personnel assigned to the operations division may cash out up to 48 hours provided they have a bank balance of at least 96 hours. This time must be taken in full shift increments (24 hours). Cash out declaration must be made at the time of regular shift vacation scheduling consistent with other City department notifications. Cash out participation is optional.
- g) Vacation days or shifts conflicting with periods of time when an employee is officially on sick or disability leave will be re-scheduled.
- h) Employees terminated for any reason are entitled to cash compensation in lieu of unused vacation, computed at their Base Rate of Pay. An employee must be in paid status for 15 calendar days in the last month in order to accrue vacation for that month.
- i) Employees assigned to a 40-hour work week may carry over up to 288 hours of unused vacation, at the end of the calendar year, provided that not less than half of each year's accrual must be taken in the year it is accrued. All hours above 288 shall be cashed out at the employee's current base rate of pay. The 288 hour maximum shall not apply at the end of the first calendar year an employee is assigned to an administrative position, but shall apply in all future years. No more than 30 consecutive days of vacation can be taken without approval of the Chief and the Mayor.
- j) An employee who is called for jury duty during a previously scheduled vacation may elect to reschedule his/her vacation, and report for duty as defined in Section 5. The employee shall

remit his or her jury duty pay to the City for any jury service performed on a City-paid work day or leave day.

- k) Personnel employed by the City of Bellingham prior to becoming a member of this bargaining unit shall earn vacation based upon his/her continuous years of regular full time employment with the City of Bellingham.
- l) At the end of the first calendar year, the employee's remaining vacation bank will be cashed out down to the balance consistent with the hours to be scheduled based on their seniority for the next calendar year. This payout will occur as soon as reasonably possible the following year.
- m) Experienced Firefighter/Paramedics will schedule vacation after being assigned to the Operations schedule, contingent on the availability of unassigned relief personnel, upon publication of the monthly schedule. An experienced Firefighter/Paramedic who is separated from City employment prior to the completion of nine months from his/her date of hire, shall forfeit all hours above their earned monthly accruals during the first year.
- n) Personnel assigned to the operations division may leave one day (24 hours) of vacation unbid in a calendar year provided they have a balance of at least 96 hours at the time of the bid. The unbid day will be one of the two days that may be cashed out under Section 3(f) of this Article; if an employee chooses to leave a day unbid then they may only cash out one day, for a total of 24 hours left unbid and 24 hours cashed out. The unbid day may be used for vacation that was not anticipated at the time of the vacation bid. This time must be taken in full shift increments (24 hours). Unbid vacation day requests submitted more than 48 hours in advance will be held and then awarded by seniority 48 hours in advance of the shift, provided the shift is above minimum staffing. Requests received less than 48 hours from the start of the shift will be reviewed and awarded on a first-come, first-served basis, consistent with the staffing provision above, as soon as reasonably possible.

A request to leave one vacation day unbid must be made at the time of regular shift vacation scheduling. Unbid vacation participation is optional. Should the employee not utilize the unbid vacation day for any reason, the day will be cashed out at the end of the calendar year at the same time as the vacation cash out. At no time will an employee be able to leave more than one day (24 hours) unbid.

- o) Vacation accruals for employees with time loss resulting from an on the job-related injury or illness, qualifying for Labor and Industries leave status, will be deferred for up to 12 months following the job related injury or illness. The deferred vacation accrual balance shall be added to the employee's bank once the employee returns to duty and remains employed for 45 calendar days. The deferred accrual shall be calculated at the rate the employee would have continued to accrue had they not experienced a job related injury or illness including any increases in vacation accrual rate for years of employment as defined in Article 25 Section 3. The employee's deferred accrual shall be forfeited if they are unable to return to duty.

#### **SECTION 4. COMPENSATORY TIME**

- a) Employees may accrue compensatory time in accordance with the terms of this agreement.
- b) Personnel assigned to the Operations schedule and assigned to a dedicated Basic Life Support (BLS) unit shall be granted ½ hour of compensatory time for each six hours of duty on the dedicated BLS unit.
- c) At times when the City has employees available in addition to the minimum requirements, outlined in Compensatory Time Procedure, an employee may request compensatory time off. Requests for compensatory time off, or the scheduling of compensatory time requires a

minimum 48 hours' notice, unless a shorter notice is specifically agreed to by both the City and the employee.

- d) Once the compensatory time has been approved and scheduled, it cannot be cancelled without mutual agreement of the city and the employee.
- e) In the event that two or more employees request compensatory time off for the same time period, it shall be awarded based on seniority. However, once comp time has been awarded it cannot be "bumped" by a request from a senior member.
- f) Accrued compensatory time in excess of 24 hours may, at the City's option, be paid-off at the employee's base hourly rate of pay.
- g) At the employee's request, accrued compensatory time may be cashed out quarterly at the employee's Base Hourly rate of pay. Such requests must be made by the end of each quarter and will be paid at the beginning of the following quarter.

#### **SECTION 5. JURY DUTY**

- a) An employee summoned to jury duty will notify the Battalion Chief as soon as possible after receiving the jury summons, and shall provide the summons to the Battalion Chief.
- b) An employee that is scheduled to work the night before the required day will be released from work at 2000 hours
- c) An employee asked to report for jury duty but not assigned to a jury will return to work after being released each day as soon as possible. Upon release from jury service an employee will provide the release from service documentation to the Battalion Chief upon return to work.
- d) An employee seated on a jury is exempt from returning to work on a day of jury service. An employee assigned to a jury which spans a weekend or a holiday will be required to work all assigned shifts during that span with the exception of the 12 hours preceding the next scheduled jury duty day.
- e) All funds received for jury duty, exclusive of mileage reimbursement, will be turned into the City. The employee may not waive the jury pay from the court. The employee will turn in the compensation documentation received to the Battalion Chief.

#### **SECTION 6. MILITARY LEAVE**

The City will comply with State and Federal laws regarding military leave. In the event the 21st day of military leave as provided under state law includes only part of the employee's scheduled shift, the City will pay the remainder of the shift as paid military leave time.

#### **SECTION 7. EMERGENCY LEAVE FOR OPERATIONS PERSONNEL**

Upon approval of Battalion Chief, emergency leave (emergent family crisis, emergent or pending damage to the home or personal property), may be allowed for one occasion per calendar year of a minimum of 4 hours up to 24 hours. Employees may use available vacation leave or comp time. If funded from vacation leave, transfer must be in a 24 hour block of time and any remaining unused vacation hours for that shift will be cashed out at the end of the year in addition to cash out provided for in Article 25.3,F.

### **ARTICLE 26.. OVERTIME PAY AND CALLBACK**

#### **SECTION 1. TIME QUALIFYING AS OVERTIME**

Hours worked by an employee in excess of normal hours of duty as defined in Article 24, including time spent at training, re-certification, or testing with prior approval of the Department, shall be compensated at the rate of time and one-half (1½) the Base Hourly Rate, as defined in Article 42.

- a) Unless the City is a party, employees mandated by subpoena to appear on their off-duty time at inquiries, hearings or in court for matters which arise in connection with the employee's performance of duty shall be compensated at the overtime rate of pay for actual time in appearance with a one hour minimum. All expert fees and/or witness fees paid for an employee's appearance while on overtime shall be submitted to the City.
- b) If authorized by prior approval to attend a Department meeting, training session, or special project, employees shall be paid at the overtime rate for the employee's actual time of attendance with a one hour minimum.
- c) Employees that are mandated to holdover at the end of their schedule shifts will be compensated at an overtime rate of two (2) times their wage instead of the time and one-half (1 ½ ) rate stated above.

Exception: An employee who is required to attend training or testing off-duty to obtain initial certification as an Emergency Medical Technician shall be paid at the employee's Base Hourly Rate of pay, for the time actually in attendance.

**SECTION 2. COMPENSATION CHOICE**

Employees shall have the option of choosing overtime as cash compensation or compensatory time prior to the end of any pay period.

**SECTION 3. RECALL TO WORK**

Employees' emergency or non-emergency recalled to work shall be paid at least a four (4) hour minimum at the overtime rate except:

- a) Employees responding to a Department emergency callback by pager shall receive one hour overtime compensation if the employee logs in at an assigned station or staging area and is not given a work assignment or standby duties.
- b) Employees scheduled to work for more than 15 minutes immediately before or required to work for more than 15 minutes after the scheduled relief time, will be paid for a minimum of one hour of overtime.

**SECTION 4. OVERTIME CALLBACK LIST**

An overtime callback list shall be maintained by the Department.

- a) An employee will be replaced with another eligible employee of equal rank and qualification whenever possible. When a replacement of equal rank and qualification is not available, an employee in the next lower rank in that division or promotional series will be hired. Emergency Medical Services (EMS) Captains may work overtime as a firefighter, paramedic or EMS Captain.
- b) Employees shall have the option to be called for overtime while on vacation, holiday, compensatory time off, or exchange of time.

**SECTION 5. EMERGENCY CALLBACK**

All employees are subject to emergency callback.

- a) The overtime provisions outlined in Section 4 of this Article do not apply to emergency callback.
- b) The Chief or his designee may declare an emergency for the purpose of this Article when routine callback procedures constitute a detriment to the public safety.

**ARTICLE 27.. SICK LEAVE**

**SECTION 1. WASHINGTON STATE PAID SICK LEAVE**

- a) The City will provide paid sick leave in accordance with the Washington State Sick Leave Law. Contract Sick leave will be accrued at 19/12 hours per month MINUS the state sick leave accrual for the same month period. Eg: accrual of 3 hours of state sick leave will result in 16/9 hours contract leave and accrual of 5 hours of state leave will result in 14/7 hours of contract leave. At the end of each calendar year, up to 40 hours of state sick leave will be rolled over per the law. Any remaining hours in the state sick leave bank will be removed. An equivalent number of contract sick leave hours will be placed in the contract sick leave bank up to the contract sick leave bank maximum.
- b) **Washington State Sick Leave Bank Cascade** – Washington State sick leave requested in excess of the accrued leave balance available will default to leave without pay (LWOP) unless the employee makes an election to use different leave.

**SECTION 2. CONTRACT SICK LEAVE**

- a) All new employees shall be entitled to a beginning contract sick leave bank in the amount of at least 228 hours, to be used in the event the employee is sick or injured.
- b) New Firefighters transferring from other City bargaining units will carry over any previously accrued sick leave as a new member, and, if their contract sick leave bank is less than 228 hours, the transferee’s contract sick leave bank will be brought to 228 hours. If their contract sick leave bank is over 228 hours, the transferee will retain their full contract sick leave bank, but will not have an additional 228 hours added to that bank. In addition, such employees shall accrue combined sick leave at the rate indicated below for each calendar month of consecutive and continuous employment in which he or she has been paid for the minimum working hours as noted below exclusive of sick leave or leave without pay.

	<b>Operations</b>	<b>40-Hour Week</b>
Sick leave hours earned per month	19 hours	12 hours
Beginning For minimum hours paid of	96 hours	96 hours
To maximum accrual of	1,440 hours	1,440 hours
<i>Employees who are on a duty-related injury or disability shall continue to earn sick leave.</i>		

- c) LEOFF II employees may use contract sick leave to supplement workers' compensation coverage in order to provide full regular pay.
- d) The City will comply with the requirements of State and Federal family and medical leave laws.

An employee has the choice to use any and all sick leave or other accrued paid time off for:

1. Employee’s illness and/or serious health condition
2. Medical, dental or vision appointments
3. Medical, dental or vision appointments of a minor dependent
4. Medical appointments of an immediate family member with a serious health condition
5. To care for an immediate family member who is ill or with a serious health condition that requires treatment or supervision
6. The employee’s physical or mental incapacity to the extent that the employee is unable to perform the duties of the assigned position, unless released by the physician for duty-related light duty

7. Enforced quarantine in accordance with health regulations

Note: For personnel working in minimum staffing positions, department policy and procedures shall govern the use of sick leave for medical, dental, and/or vision appointments.

Management retains the right to investigate concerns about the use or abuse of sick leave.

For this Article, an "immediate family" member is defined as a child, parent, spouse, parent-in-law, or grandparent of the employee.

For the purposes of this Article, the term "spouse shall" also include any Washington State Registered Domestic Partner.

- a) Employees may use vacation or other earned compensatory time in lieu of or to supplement sick leave.

**SECTION 3. LEOFF I EMPLOYEES**

In lieu of applying for disability leave as provided under RCW 41.26, LEOFF I employees may go on sick leave for up to 48 hours for short term illness or injury.

**SECTION 4. CASH OUT ON RETIREMENT – LEOFF II EMPLOYEES**

Upon retirement or death, a LEOFF II employee shall receive payment for up to a maximum of 1,000 hours of combined, accumulated contract sick leave and WA State Paid Sick Leave at the rate of 30%. The maximum payments into their MERP account under this Article shall be 300 hours. Payment is calculated at the hourly equivalent rate of the employee's base pay. In the event the sick leave contributions are no longer applied to the MERP, they will be cashed out.

In the event of a DRS LEOFF II catastrophic duty disability or LEOFF line of duty death, sick leave will be cashed out at 100% current balance to the member or their beneficiary. Payment is calculated at the hourly equivalent rate of the employee's base pay.

**ARTICLE 28.. COMPASSIONATE LEAVE GIVING**

The Union and City will develop a compassionate leave program for Bellingham firefighters as follows:

**SECTION 1. CITY POLICY**

Except as otherwise provided in this agreement, the Fire Department program will be consistent with the City Policy on Compassionate Leave.

**SECTION 2. REVIEW COMMITTEE**

A four member committee (one member from each local, one member of fire management appointed by the Chief, and one member from the City Human Resources Department) will be created and will be called the Fire Department Leave Review Committee ("Committee"). The Committee shall review and recommend resolution of all requests for compassionate leave. All such recommendations will be forwarded to the Human Resources Director for approval or disapproval.

**SECTION 3. REQUESTS FOR POLICY EXCEPTIONS/APPEALS**

An employee or group of employees has the right to appeal approval decisions or request exception to Policy provisions.

Appeals and requests for Policy exceptions shall be submitted to the Leave Review Committee via the Human Resources Director. The Committee will provide a recommendation to the Mayor who will make a final decision.

**SECTION 4. DONATIONS**

Employees may donate, at any time throughout the year, sick leave and/or unlimited vacation hours (accrued but unscheduled), to the firefighter compassionate leave bank. An employee with a sick leave balance of 280 hours or more before the donation, may donate a total of 24 hours in a calendar year. An employee with a sick leave balance of 720 hours or more before the donation, may donate a total of 40 hours in a calendar year.

**SECTION 5. ELIGIBILITY**

Compassionate leave will only be paid when the employee has exhausted his/her leave banks, and is not receiving benefits under either workers' compensation or the short term disability leave. If eligible, the employee must first utilize the short term disability leave benefits prior to applying for compassionate leave.

**SECTION 6. TIME LIMIT ON ELIGIBILITY**

Once the employee is receiving long term or LEOFF disability benefits, or six months after leave begins, whichever comes first, they will no longer be eligible for compassionate leave. (LTD eligibility alone does not exclude an employee from receiving compassionate leave).

**SECTION 7. PAY RATE**

Payment for compassionate leave shall be made at the same hourly rate as the employee would be paid for sick leave.

**ARTICLE 29.. CLOTHING ALLOWANCE**

The Fire Department shall purchase all uniforms, coveralls and firefighting clothes as designated by the Chief of the Fire Department. The Fire Department shall make all necessary basic uniform replacements as the need arises, provided the replacement is not due to repeated negligence, abuse or carelessness, in which case the employee may be asked to incur the cost of replacement. Employees required to wear safety boots by the City will be reimbursed up to \$260 in a two year period for the purchase cost of the shoes upon proof of purchase. The two year period begins in even years. The City shall make the determination of the acceptable shoe standard, after considering the recommendation of the Health & Safety Committee.

Rubber firefighting boots will be provided to the employee, by the department at no charge. Employees that wish to purchase leather boots will be reimbursed up to \$300 for leather boots that meet current department requirements. After the initial purchase, employees will only be eligible for reimbursement for replacements if the employee's supervisor has found the boots to be worn, damaged, or beyond their service life during an inspection of the boots.

**ARTICLE 30.. WORKING OUT OF CLASSIFICATION**

**SECTION 1. COMPENSATION**

Any employee who is required to assume the responsibilities and duties of a higher rank or position shall be paid in accordance with Article 42 and Appendix B, and in accordance with the following conditions:

Employees assigned to the Operations Division shall be paid the rate set forth for a period of 24 hours provided that employee has served in the higher position for at least 12 hours of the shift.



- a) When any employee is required to assume the responsibilities and duties of a higher rank or position for any accumulated period equivalent to 45 twenty-four hour shifts in any calendar year, that employee's vacation and holiday pay shall be adjusted to the higher rate of pay.
- b) Employees assigned to a 40-hour workweek shall be paid the rate set forth provided they have served in the higher class for not less than eight consecutive hours.

**SECTION 2. OUT OF CLASS SHIFT EXCHANGE**

An employee who is required to work out of classification, and who arranges to exchange such work with another qualified employee, shall receive the pay of the higher classification.

**SECTION 3. ACTING CAPTAIN LIST PREMIUM**

Employees on the Acting Captain List will receive a specialty pay as outlined in Appendix B. To receive the premium employees must:

- a) Meet the minimum training and experience requirements to be an Acting Captain.
- b) Be willing to act as a captain when and where requested by the Battalion Chief.
- c) Maintain quarterly training requirements for company officers.

**ARTICLE 31.. PUBLIC INFORMATION OFFICER**

The Chief shall have the option of appointing a bargaining unit employee as Public Information Officer. The Public Information Officer shall receive Extra Duty Pay in accordance with Appendix D. It is understood that the Public Information Officer, if appointed, shall not be relieved of any of the regular duties of his classification, and shall be obligated to do the required work outside his/her regular duty schedule. Should the City call out the Public Information Officer to do public information work, he/she shall receive overtime pay as provided in Article 26.

**ARTICLE 32.. DRIVER/ENGINEER**

**SECTION 1. APPOINTMENT AND REMOVAL**

The Chief shall select and appoint fire apparatus drivers on the basis of qualification and seniority, employing the rule of three.

Drivers may be removed for cause by the Chief.

**SECTION 2. PREMIUM AND EXTRA DUTY PAY**

Regularly assigned drivers shall receive Premium pay in accordance with Article 42 and Appendix B.

Employees who are periodically assigned to drive fire apparatus shall receive Extra Duty pay in accordance with Article 42 and Appendix D.

**ARTICLE 33.. PARAMEDICS**

**SECTION 1. CERTIFICATION APPROVAL**

Members of the bargaining unit may pursue and hold certification as Paramedic with the approval of the Chief.

**SECTION 2. PARAMEDIC PREMIUM PAY**

Paramedics shall receive Premium pay as set forth in Article 42 and Appendix B.

**SECTION 3. PARAMEDIC LONGEVITY PAY**

Paramedics shall receive Paramedic Longevity as set forth in Article 42 and Appendix C.

**SECTION 4. STUDENT EVALUATION EXTRA DUTY PAY**

Paramedics shall receive Extra Duty pay for student evaluations as set forth in Article 42 and Appendix D.

**SECTION 5. PARAMEDIC PRECEPTOR**

If available, there shall be a Paramedic Preceptor assigned for each Whatcom Medic One recognized Paramedic student authorized by the Chief to complete field internship with the Bellingham Fire Department. Paramedic Preceptors so assigned shall be compensated as set forth in Article 42 and Appendix B. This premium shall be paid for the duration of a paramedic class to include field internship. All front line Paramedics are eligible to apply for Preceptor positions, with preceptor(s) selected based on qualifications as determined by the Chief. Preceptor pay shall be in addition to Paramedic Premium and Longevity.

**SECTION 6. PARAMEDIC STUDENT PAY**

Members of the bargaining unit assigned as a Whatcom Medic One recognized Paramedic Student shall receive Paramedic Student pay as set forth in Article 42 and Appendix B.

**ARTICLE 34.. EMS CAPTAIN**

**SECTION 1. EMS CAPTAIN EXAM AND EXPERIENCE CREDIT**

An EMS Captain shall not be assigned as a Fire Captain but may take the Fire Captain exam. Time as an EMS Captain does not count towards the Fire Captain work experience requirements established for the position of Battalion Chief.

**SECTION 2. PREMIUM PAY**

EMS Captains assigned to Operations (24 hour shifts) will receive paramedic premium pay as defined in Article 42 and Appendix B. EMS Captains assigned to administrative positions shall receive engine medic premium pay and administrative support premium pay as defined in Article 42 and Appendix B.

**ARTICLE 35.. EXPERIENCED FIREFIGHTER**

All Firefighters and Firefighter Paramedics, hired through the Experienced Firefighter/Firefighter Paramedic selection process, will be compensated at the current beginning third step pay rate. The following table outlines the applicable pay and benefits:

Position	Pay	Premiums	Seniority List	Service Longevity	Paramedic Longevity	Vacation	Sick Time
Firefighter	3 <sup>rd</sup> step	None	Date of Hire	<u>Beginning</u> 3 <sup>rd</sup> year. None until reach 5yrs	Not Applicable	starting balance of 144 hours with 3 <sup>rd</sup> year accrual of 10 hours per mo.	Full 2 year balance of 456 hours with 3 <sup>rd</sup> year accrual of 19 hours per month.  Article 27, Section 1 (a) applies.

Firefighter Paramedic	3 <sup>rd</sup> step	Engine Medic Premium.  Replace with Paramedic Premium when BFD evaluations are successfully completed.	Date of Hire	3 years. None until reach 5yrs	Eligible when BFD evaluations are successfully completed.  Medic longevity date will be back dated to service longevity date.	Starting balance of 144 hours with 3 <sup>rd</sup> year accrual of 10 hours per mo.	Full 2 year balance of 456 hours with 3 <sup>rd</sup> year accrual of 19 hours per month.  Article 27, Section 1 (a) applies.
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Additional provisions of the Collective Bargaining Agreement will be applied as is standard for a new employee.

**ARTICLE 36.. DRUG TESTING**

Consistent with the requirements of state and federal law, members of the bargaining unit will be subject to the drug testing procedures set forth in City Policy PER 01.00.03 (see Appendix E). All members of the bargaining unit are subject to reasonable suspicion testing, as described in City Policy.

**ARTICLE 37.. LONGEVITY**

Regular bargaining unit employees of the Bellingham Fire Department shall receive longevity pay in accordance with Article 42 and Appendix C.

As of January 1. 2010, Employees with 15 or more years of service shall irrevocably convert the City’s deferred compensation match to longevity pay for the duration of their service.

**ARTICLE 38.. DEFERRED COMPENSATION**

**SECTION 1. CONTRIBUTION RATE**

The City will match an employee’s voluntary contributions up to a maximum of 4.75% until the end of the month in which the employee completes their 15th year of service. Effective upon ratification of this Agreement, the deferred compensation match will increase to 5.75%.

The City's deferred compensation match is converted to longevity for 106 members with 15 or more years service as outlined in Appendix C.

**SECTION 2. ADMINISTRATION AND PROCEDURES**

The City may establish those procedures and forms necessary to efficiently maintain the deferred compensation program including reasonable restrictions upon the employee's ability to change his/her contribution level during the calendar year and reasonable rules of administration.

**SECTION 3. MATCH CALCULATION**

This match is calculated on the basis of “up to” the percentage in Section 1 above of the monthly compensation listed on Appendix A for the class and pay grade step of the employee.

## **ARTICLE 39.. MEDICAL, DENTAL, VISION INSURANCE AND MEDICAL EXPENSE REIMBURSEMENT PLAN (MERP)**

### **SECTION 1. ELIGIBILITY**

For the purposes of this Article, (medical, dental, vision, but not including the medical opt-out Incentive), an employee's Washington State Registered Domestic Partner shall be eligible to enroll in employee health benefit programs, similar to those provided to a spouse. For purposes of this Article, the term "spouse" shall also include any Washington State Registered Domestic Partner.

### **SECTION 2. MEDICAL**

The Union is eligible to return to the AWC 250 and HDHP plans or participate in City sponsored plans. Alternatively, the Union is allowed to choose any medical plan, provided it is not administered by the City. The Union has established Whatcom Fire Trust (the Trust) to administer its medical benefits. The Employer or Trust may terminate this agreement effective the first of any month, provided written notice is given at least 60 days in advance to the other party (see Whatcom Fire Trust Participation Agreement and MOU between City of Bellingham IAFF Local 106 & 106S Whatcom Fire Trust – Benefit Premiums).

#### **The Union has selected the following plans:**

- LEOFF Trust Plan F PPO \$100
- LEOFF Trust Plan H HSA \$2000

*For employees choosing the HDHP, the City's contributions will be paid into the employee's account in 24 equal semi-monthly contributions as described below.*

For employees choosing a High Deductible Health Plan (HDHP) with Health Savings Account (HSA), the City will put the difference between the premium for the HDHP plan and the Maximum Monthly Employer Contribution at the employee's tier into a HSA up to the applicable IRS limit. The combined annual contributions by the City and the employee may not exceed the maximum allowable by the Internal Revenue Service. The HDHP with HSA will comply with all IRS regulations.

The City will identify a financial institution for management of HSA accounts. Reasonable administrative fees imposed by the HSA vendor will be debited to individual accounts. Employees may elect to make additional contributions to the Health Savings account from their own salary. The combined annual contributions by the City and the employee may not exceed the maximum allowable by the Internal Revenue Service without incurring penalties or loss of the tax advantaged status. During open enrollment or when there is a qualifying event, employees may adjust their contribution amounts.

Maximum employer contributions to medical premiums will increase annually by 6% over the employer paid portion.

Premium cost-sharing contributions from the Employer and Employee are established by a maximum contribution from the Employer as set forth above ("Maximum Monthly Employer Contribution Amounts"). If an employee's premium is higher than the Maximum Monthly Employer Contribution Amount, the employee will be responsible for paying the difference. If an employee's premium is lower than the Maximum Monthly Employer Contribution Amount, the Employer will pay 100% of the premium. In the event no labor agreement is in place for

subsequent years, dynamic status quo will be to increase the prior year's Maximum Monthly Employer Contribution by 6%.

Effective January 1, 2022, the Maximum Monthly Employer contribution at each tier shall be:

Coverage Type	2022
EE	\$908.33
EE & SP	\$1,732.66
EE & 1 CH	\$1,314.41
EE & 2 CH	\$1,650.13
EE SP & 1 CH	\$2,138.76
EE SP & 2+ CH	\$2,474.48

Effective January 1, 2023, the Maximum Monthly Employer contribution at each tier shall increase by 6% over the 2022 Employer Monthly Employer contribution and be:

Coverage Type	2023
EE	\$962.83
EE & SP	\$1,836.62
EE & 1 CH	\$1,393.27
EE & 2 CH	\$1,749.14
EE SP & 1 CH	\$2,267.09
EE SP & 2+ CH	\$2,622.95

**a) FLEXIBLE SPENDING ACCOUNTS (FSA):**

The City agrees to offer medical and dependent care FSA plans according to IRS Guidelines. The City reserves the right to discontinue these plans should they trigger a federal excise tax under the Affordable Care Act.

**b) VOLUNTARY MEDICAL PLAN OPT-OUT WITH FINANCIAL INCENTIVE:**

Effective January 1, 2017, the employer will provide a medical opt-out incentive to employees who voluntarily opt-out of medical plan coverage by the City. The medical opt-out incentive shall be calculated as fifty percent of the average of the City's monthly contributions to the two most expensive plans at each coverage tier.

Effective the first day of the month following ratification (February 25, 2019), the employer will provide a medical opt-out incentive to employees who voluntarily opt-out of medical plan coverage by the City. The medical opt-out incentive shall be calculated as 46% of the Employer Maximum Contribution for each eligible opted out family member.

Payable monthly as taxable wages, unless the employee elects to contribute an equivalent amount to a deferred savings plan or Flexible Spending Account (FSA) during the specified enrollment period.

Capped at employee, one spouse and two children.

Paid only if opt-out (un-enrollment) causes a decrease in the actual premiums the City is paying.

### **SECTION 3. UNION DENTAL AND VISION COVERAGE**

The Union has established a trust program to provide dental and vision coverage for bargaining unit members and dependents.

#### **a) VISION**

The City shall pay into the trust fund \$10 per member per month.

Effective the first pay period following ratification by both parties, the City shall pay into the trust fund \$11.86 per member per month.

#### **b) DENTAL**

The City shall pay the amounts below into the trust fund to provide dental benefits:

- Employee - \$60.16
- Employee + 1 dependent - \$111.32
- Employee + 2 or more dependents - \$174.07

The determination of eligibility requirements, benefits coverage, and all related matters shall be the responsibility of the Union and not the City. The Union also agrees to provide the City, upon request, all information which is reasonably necessary to enable the City to periodically evaluate this benefit program and ensure funds are properly spent.

### **SECTION 4. COBRA**

Employees shall be entitled to receive those health and welfare benefits provided by the Federal Comprehensive Omnibus Budget Reconciliation Act (COBRA) of 1986.

### **SECTION 5. MERP**

The City and Union agree to implement the MERP as follows:

#### **a) MANDATORY PARTICIPATION**

All current and future employees, including those enrolled in the City RHS plan, must fully and irrevocably participate in the MERP, including all monthly contributions and any conversions of leave conducted under this agreement.

#### **b) MONTHLY CONTRIBUTIONS**

Effective January 1, 2022 in lieu of educational incentives, the City shall make \$150 monthly contributions for eligible employees on a pre-tax basis to the Washington State Council of Firefighters (WSCFF) Employee Benefit Trust for the purposes of the MERP. Effective January 1, 2023 the City shall increase the monthly contribution to \$200.

Contributions will begin in the month that the employee is in paid status for the first full pay period of that month.

The City will neither withhold retroactively nor prospectively.

The Union shall have the option to request an adjustment to the contribution rate with 30 days advance written notice to the City and in accordance with the beginning of a pay period.

Any additional contributions shall be on a pre-tax basis from (and thereby reduce) the salary of each employee.

Any adjustments to the contribution rate shall be in accordance with IRS rules and regulations to ensure favorable tax treatment.

**c) CONVERSION OF RETIREE SICK LEAVE CASH OUT FOR SERVICE CREDIT IN MERP**

Upon retirement, the City shall make contributions to the WSCFF Employee Benefit Trust in an amount equal to a maximum of 1,000 hours of combined, accumulated contract sick leave and WA State Paid Sick leave at the rate of 30% for LEOFF II members, provided that the maximum contribution shall be 300 hours of sick leave. The dollar amount of the contribution shall be calculated at the hourly equivalent rate of the employee's base pay. All qualifying employees must participate in the conversion and contribute the full 30% up to the 300-hour maximum into the plan thereby eliminating the cash out option. In the event the sick leave contributions are no longer applied to the MERP, they will be cashed out per Article 27, Section 3. Effective January 1, 2008, sick leave contributions to the MERP will be suspended. The Union will give the City 30 days advance notice for contributions to be reinstated.

**d) CONVERSION OF RETIREE VACATION LEAVE BALANCE FOR SERVICE CREDIT IN MERP**

Currently, the election of vacation leave is not an option provided under the MERP. However, if offered, the Parties agree that the Union may request to open this Agreement to include the conversion of vacation balances at retirement if it meets City approval after appropriate legal, financial and administrative review, and understanding the specific terms of the agreement will be determined.

**e) DEFENSE, INDEMNIFICATION, AND HOLD HARMLESS**

The Union agrees to defend, indemnify and hold the City harmless against any and all actions, claims, proceedings, suits, orders and judgments ("Claims") brought or issued against the City or its agents arising out of any action or inaction by the City relating in any way to the MERP, other than claims brought by the Union to enforce the obligations to make contributions as set forth above. This defense, indemnification, and hold harmless provision applies to all such Claims brought by, without limitation, any individual, business, organization, governmental unit, or other entity.

**f) RIGHT TO TERMINATE**

The City has the right to terminate this agreement upon 30 days written notice in the event the IRS issues a ruling or guidance contrary to the opinion reflected in Exhibit A to this Memorandum of Understanding. There shall be no right to terminate or revoke the provisions of this agreement when such termination or revocation would conflict with the favorable tax treatment of the contributions and conversions set forth above.

**g) COMPLIANCE WITH IRS RULES AND REGULATIONS**

This Agreement shall be administered in strict accordance with IRS rules and regulations.

**ARTICLE 40.. OTHER INSURANCES**

**SECTION 1. LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT**

Effective the first pay period following ratification, the City shall provide bargaining unit members life insurance coverage equal to 2 times his/her annual salary. Accidental death and dismemberment group insurance coverage shall be provided for by the City.

**SECTION 2. DISABILITY INSURANCE**

The City shall help defray a portion of the cost of a disability insurance plan for firefighters and pay to the Local 106 100% of the premium cost up to a maximum of \$64.56 per month for each LEOFF II bargaining unit member. The Committee will receive payment of said sums, in trust, and utilize the same for the purpose of purchasing supplemental time loss insurance benefits for LEOFF II bargaining unit members.

**SECTION 3. WORK-RELATED DISABILITY LEAVE PAYMENTS**

An employee who works 24-hour shifts and who qualifies for Workers' Compensation Benefits from a work-related injury or illness, shall receive disability leave payments made as provided below beginning on the date of injury or illness and continuing for the period during which the employee qualifies for temporary total disability payments pursuant to RCW 51.32.090.

**a) PURPOSE**

The purpose of this section is to provide employees who work a 24-hour shift and who have a work-related injury or illness certain disability leave payments:

1. To comply with RCW 41.04.500 et seq.; and
2. To supplement the payments required by said statute in order to provide payments for the first five calendar days beginning from the day of injury or illness.

**b) SOURCE OF PAYMENT**

The source of the disability leave payments shall be as follows:

1. One-half of the amount of the payment shall be paid by the employer; and
2. One-half of the amount of the payment shall be charged against any accrued sick leave of the employee. In computing such charge the employer shall convert accumulated days of accrued leave to a money equivalent based on the base pay of the employee as defined by Article 42 at the time of the injury or illness.
3. If the employee has no accrued sick leave during the period of the disability, the employee shall receive only that one-half to be paid by the employer.

**c) AMOUNT OF PAYMENT**

The disability leave payment shall be an amount, when added to any amounts payable under RCW 51.32.090, shall result in the employee receiving the same pay he or she would have received for full-time active service (i.e., base pay as defined by Article 42 at the time of the injury or illness) taking into account that industrial insurance payments are not subject to federal income or social security taxes.



**d) TIME OF PAYMENT**

Payment shall be made on the next regular City payday following 14 days from the date of injury. Payment is deferred until this time in order to determine what, if any, amounts were payable under Workers' Compensation temporary total disability payments pursuant to RCW 51.32.090.

**e) EIGHT-HOUR SHIFT EMPLOYEES**

For a LEOFF II employee who works an eight-hour shift and who qualifies for temporary total disability payments pursuant to RCW 51.32.090, disability leave payments will be paid beginning on the sixth calendar day from injury or illness pursuant to the provisions of RCW 41.04.500 et seq.

**ARTICLE 41.. LOSS AND LIABILITY COVERAGE**

**SECTION 1. LOSS LIABILITY**

The City agrees to assume liability for the loss by theft or damage of personal property of bargaining unit members used in conjunction with bona fide Fire Department business if the supervisor of the activity for which the personal property was needed had declared, in writing, the Department's desire that the employees' private property be used; provided that the loss or damage was not occasioned by the negligence of the member/owner of the property or some other Fire Department employee to whom he/she had entrusted the property.

**SECTION 2. LEGAL REPRESENTATION/INSURANCE**

The City recognizes that bargaining unit members are City employees for purposes of City of Bellingham Charter 4.16.080 and RCW 4.96.041.

**ARTICLE 42.. SALARY**

**SECTION 1. TERMS**

Terms used throughout this agreement to calculate the various forms of compensation shall be in accordance with this Article and Federal Fair Labor Standards Act (FLSA) regulations.

**SECTION 2. SALARY**

Salary shall mean the monthly compensation listed on Appendix A for the Class and pay grade step. Salary shall be the basis for calculating percentage adjustments to compensation.

- a) Grade 29 employees shall advance in pay grade on the adjusted anniversary date of their Civil Service appointment.
- b) Grade 32 employees shall advance in pay grade at the completion of six months of the adjusted anniversary date of their Civil Service appointment

**SECTION 3. BASE PAY**

Base pay shall mean monthly compensation which includes salary, premium, service longevity and paramedic longevity pays.

- a) Base pay shall be the basis of calculations for retirement, overtime and hourly rate of pay.
- b) Base pay shall not be the basis for calculating percentage adjustments to compensation.

**SECTION 4. PREMIUM PAY**

Premium pay shall mean the monthly compensation listed on Appendix B for the position.

- a) Premium pay is represented as either a percentage of top step Firefighter "Salary" or as "Salary" defined in Section 2 of this Article.

- b) Premium pay is a component of base pay generally paid to all members of the bargaining unit with the same assignment.

**SECTION 5. SERVICE LONGEVITY**

Service longevity shall mean the monthly compensation listed in Appendix C appropriate to the position and length of continuous service in the Bellingham Fire Department.

- a) Service longevity pay, is represented as a percentage of “Salary” as defined in Section 2; see Appendix C.
- b) Service longevity pay is a component of base pay generally available to all members of the bargaining unit with the same assignment.
- c) Service longevity shall commence in the calendar month following completion of the service requirement.
- d) Service longevity shall not be cumulative; that is, an employee with 10 years of service will receive the total service longevity allowance outlined in Appendix C, not in addition to the five years of service allowance.
- e) If an employee terminates service and subsequently returns, prior service shall not be counted for the purpose of longevity accrual.

**SECTION 6. PARAMEDIC LONGEVITY**

Paramedic longevity shall mean the monthly compensation listed on Appendix C unique to the certification of Paramedic and determined by the number of years in service as a paramedic in the Bellingham Fire Department.

- a) Paramedic longevity is represented as a percentage of top step Firefighter “Salary” as defined in Section 2.
- b) Paramedic longevity is a component of base pay.
- c) Paramedic longevity shall commence in the calendar month following completion of the service requirement and be discontinued in the month following loss of certification.
- d) Entry firefighters with paramedic certification will, upon completion of BFD evaluations, have their Paramedic Longevity dated back to their service longevity date.

Any paramedic leaving the paramedic schedule voluntarily or by promotion will not receive Paramedic longevity pay. Such time will be treated as a break in service if the paramedic returns to the medic schedule.

**SECTION 7. PARAMEDIC PREMIUM PAY**

Paramedic premium pay shall apply to paramedics working the paramedic shift schedule.

**a) PERMANENTLY LEAVING THE MEDIC PROGRAM**

A paramedic may request to permanently leave the medic program. In the event there is a vacant authorized position at an appropriate rank, the paramedic will be allowed to leave the paramedic program. Upon reassignment, neither paramedic pay nor paramedic longevity pay will be paid.

**b) TEMPORARILY LEAVING THE MEDIC PROGRAM**

Paramedics may request to temporarily leave the medic program, and the following shall apply:

1. There must be a vacant authorized position at the appropriate rank.
2. Limit of up to two on temporary reassignments at any time. Reassignments will be based on paramedic seniority.

3. In order to be eligible for temporary reassignment, the paramedic must have been assigned to a front-line paramedic unit for at least six consecutive years, and must not previously have participated in the temporary reassignment program.
4. Upon reassignment, the paramedic will not receive paramedic longevity pay, but shall be paid Engine Medic Premium, see Appendix B, for up to two years. During this period of temporary reassignment, in the event a front-line assigned paramedic leaves the Department, is promoted, or permanently leaves the paramedic program pursuant to (a) in this section, the opening shall be offered to the paramedic on temporary reassignment in order of seniority. If a temporarily reassigned paramedic turns down a paramedic opening during the second year, or at the end of the two-year period of the temporary reassignment, he/she shall be permanently reassigned out of the paramedic program, and will no longer receive Engine Medic Premium. In the event that more than one firefighter is on temporary reassignment, open paramedic positions shall be offered in the order of the most time in the temporary reassignment. While temporarily reassigned the paramedic must retain their paramedic certification and stay current in their continuing education requirements.

**c) PROMOTION AND DE-AUTHORIZATION**

Upon promotion to Fire Captain or Inspector and de-authorization, pay will be adjusted to the appropriate Grade 32 pay step which results in no more than a \$25 per month reduction in pay.

**d) MINIMUM STAFFING AND TEMPORARY LEAVE**

The provision of (b) of this section shall not apply in the event it would put the Department below minimum paramedic staffing levels as determined by the Fire Chief.

**e) TERMINATION OF COUNTY-WIDE AGREEMENT**

In the event the County-wide Whatcom Medic One inter-local agreement terminates, the City or the Union reserve the right to re-open any relevant sections of this agreement.

**f) PARAMEDIC STUDENT PAY**

Paramedic Students will receive a premium of 7.5% at the start of the medic class on assignment to the medic unit. The premium will increase to 10% upon NREMP-T and starting evaluations. The premium will increase to 15% upon Whatcom County certification.

**SECTION 8. ENGINE MEDIC PAY**

Engine medic pay shall apply to:

- a) EMS Captains assigned to an administrative support position.
- b) Paramedics that have temporarily left the medic program as authorized by the Chief and as provided in Section 7 of this Article.
- c) Paramedics who, with the Fire Chief's discretion and under unusual circumstances, are assigned to a suppression work assignment temporarily.
- d) Newly hired entry level firefighters with National Registry Paramedic Certifications will receive Engine Medic Pay until such time that they pass BFD Evaluations (and move to full premium). Engine Medic Pay will be removed if they fail to pass the BFD evaluation process.

**SECTION 9. CAPTAIN/INSPECTOR PAY**

- a) Employees promoted to a higher class shall be placed in the step of the higher pay grade which provides at least a 6% increase in salary.
- b) Employees moving between classifications within salary grade 32 will retain their step placement.

#### **SECTION 10. ACTING PAY**

Acting pay shall mean the periodic compensation listed on Appendix B for employees assigned to a specified position with additional duties and responsibilities for at least 12 hours and shall be paid at the rate set forth for a period of 24 hours. Employees assigned to a 40-hour workweek shall be paid the rate set forth provided they have served in the higher class for at least eight hours.

- a) Acting pay is represented as a percentage of the employee's "Salary" as defined in Section 2.
- b) Acting pay is not a component of base pay except as required by the FLSA.
- c) Acting pay shall be credited in accordance with Article 30.

#### **SECTION 11. BASE HOURLY RATE OF PAY**

Base hourly rate of pay shall mean base pay times 12 divided by hours as follows:

- a) For all Operations Division personnel annual hours are equalized at 2,472.
- b) For personnel assigned to a 40-hour week, hours equal 2,080.

#### **SECTION 12. EXTRA DUTY PAY**

Extra duty pay shall mean the periodic compensation listed on Appendix D for employees assigned special duties with additional responsibilities, on a regular or periodic basis, without compensation for extra hours of work.

- a) Extra duty pay is not a component of base pay.
- b) Extra duty pay is represented as a percentage of the top step Firefighter "Salary" as defined in Section 2 of this Article. To be eligible to receive extra pay, employees must perform the extra duty for at least 12 hours and are paid this premium per 12-hour shift.
- c) Extra duty pay may be cumulative with all other forms of compensation.
- d) Extra duty pay is applicable when an employee is working straight time or over time.

#### **SECTION 13. OVERTIME PAY**

Overtime pay shall mean the periodic compensation for extra hours of work which is paid in accordance with Article 26.

#### **SECTION 14. SPECIALTY PROGRAMS**

The Department operates the following Specialty Programs:

- a) Boat (plus Lead)\*
- b) Truck (Aerial Apparatus) (plus Lead)
- c) Hazmat Team (no Lead)\*
- d) SWAT Medic -TEMS(plus Lead)\*
- e) Acting Captain List

\*Boat Lead, TEMS Lead, and Hazmat Team will be added upon ratification of 2022 CBA.

The number of positions allotted is based upon the operational requirements of the specific program. Some specialties are independently operated by the City, while others will function as part of multi-jurisdictional teams. Employees may hold up to three (3) specialty assignments except when specialties are dictated by station assignments (As of 2022 Boat and Truck cannot both be held at the same time). Employees shall be limited to three (3) specialty premiums (maximum of 6% additional compensation). As outlined in Article 26, employees shall receive overtime pay for hours worked in excess of normal hours of duty. The Department reserves the right to regulate the time spent in such activities.

Specialty Premiums are identified in Appendix B.

**ARTICLE 43.. HEALTH MAINTENANCE INCENTIVE**

**SECTION 1. HEALTH MAINTENANCE INCENTIVE**

The Health and Safety Committee shall be responsible for developing and maintaining the standards and criteria for the health maintenance incentive, and participating employees shall be evaluated to this standard. Employees are encouraged, but not required, to participate in the health maintenance fitness assessment conducted by the department and shall be given the opportunity on duty to perform the test. An employee who misses the two on-duty opportunities to test should come in on their own time, while off-duty, to perform the test. Those employees who participate shall receive \$200 as a health maintenance incentive. Payment shall be made in December of the year the incentive payment is earned.

In addition, program training group lead will maintain and should publish the baseline results or average results so an individual can compare his/her fitness with the group as a whole.

**SECTION 2. SMOKING PROHIBITED IN FACILITIES AND VEHICLES**

Smoking in Fire Department facilities and vehicles, including the apparatus area of fire stations, is prohibited. Bargaining unit members are subject to all smoking policies of the City.

**SECTION 3. SMOKING PROHIBITED ON DUTY**

All new employees hired after January 1, 2007. Shall be prohibited from using any tobacco products while on duty and/or on department premises.

**ARTICLE 44.. ADMINISTRATIVE SUPPORT ASSIGNMENTS**

**SECTION 1. ADMINISTRATIVE SUPPORT POSITION ASSIGNMENT**

The Chief shall have the option of appointing members of the bargaining unit to an administrative support position within the bargaining unit. Job descriptions shall be developed by the Department and reviewed by the Union within three months after the appointment.

**SECTION 2. ADMINISTRATIVE SUPPORT POSITION DURATION**

Administrative support assignments, except Community Paramedic positions and Paramedic class lead instructor, will be made for up to one year and may be re-assigned annually if mutually agreed by the parties involved. Community Paramedic positions and the Paramedic class lead instructor assignments will be made for a minimum of two years and may be re-assigned annually, if mutually agreed by the parties involved, for additional one year periods.

**SECTION 3. ADMINISTRATIVE PREMIUM PAY**

Employees so appointed to positions that extend, or are anticipated to extend, beyond three months, shall receive premium pay in accordance with Article 42 and Appendix B, and shall receive overtime pay in accordance with Article 26. Retroactive premium pay, back to the appointment date, shall apply to those assignments that extend beyond three months.

**SECTION 4. ADMINISTRATIVE SUPPORT SCHEDULE**

Employees assigned to administrative support positions shall work a 40-hour average work schedule, as approved by the Chief.

**SECTION 5. ADMINISTRATIVE SUPPORT ACCRUAL RATES**

Employees so appointed to positions that extend, or are anticipated to extend, beyond three months, shall have their accrual rates changed to those of the new assignment. Hours previously earned are not changed. For example, if the hours were earned in Operations, those hours are kept when moved to Administration. An administrative assignment does not accrue holiday hours. At the time the employee returns to Operations, the amount of vacation hours above the scheduled vacation hours for the next year will be cashed out at the end of the calendar year at the employee's current base rate of pay.

**ARTICLE 45.. DURATION**

The provisions of this agreement shall be extended effective as of the 1st day of January, 2022, and shall remain in full force and effect through December 31, 2023. The parties agree to a limited re-opener during 2022 for the 2023 wage increase. In the event that a new contract has not been signed after the termination of this agreement, the City and the Union do hereby agree to abide by this agreement until a new working agreement is finalized.

**ARTICLE 46.. CEREMONIAL SUPPORT**

In the event of the death of an employee (on or off duty) the City will meet with the Union to determine appropriate ceremonial support needs related to honoring the deceased employee.

**ARTICLE 47.. FITNESS FOR DUTY**

Once per year, upon request by the Union, the Department will provide a copy of the fitness for duty guidelines used by the Department physician.

**ARTICLE 48.. PARAMEDICS ENTERING BFD FROM OTHER L106 BARGAINING GROUPS**

In order to provide additional career options for other L106 bargaining groups and to increase the pool of available firefighters to participate in paramedic training, the City may engage in interlocal agreements with other fire service agencies (known as "home agencies") to allow the enrollment of firefighters into the Whatcom County Paramedic Training Program. Candidates for the paramedic training program will be selected, trained, and transferred into City employment in accordance with this article.

**SECTION 1. SELECTION PROCESS AND MINIMUM REQUIREMENTS**

Firefighters from BFD and any affiliated home agencies can apply to attend the paramedic training program. Firefighters applying for the program shall meet the following basic standards:

- a) Completion of a firefighter academy that includes training to a minimum standard of NFPA Firefighter II and Hazardous Materials Operations
- b) Existing EMT certification with a minimum one year of EMT experience.
- c) Completion of probation with their home agency.
- d) Current on their existing medical screening for BFD employees, or completion of a BFD entry level medical exam and drug screening.

**SECTION 2. SELECTION PROCESS FOR PARAMEDIC TRAINING**

Applicants for the paramedic training program will complete a written test related to basic EMT knowledge and participate in a panel interview. Final selection for training will be based on the scoring of testing processes along with the availability of budgeted full-time paramedic position vacancies within BFD.

**SECTION 3. FIREFIGHTERS ENGAGED IN PARAMEDIC TRAINING**

- a) Firefighters selected for the Paramedic Training program will attend classes, clinicals, and complete ride time as an employee of their home agency.
- b) During the training program, wages, hours, working conditions and benefits of the paramedic students will be consistent with the collective bargaining agreement of their home agency.

**SECTION 4. TRANSFER OF PERSONNEL**

Article 35 shall not apply to employees transferring in through this program and instead the provisions of Article 48 will prevail.

**a) RANK, LONGEVITY AND BENEFITS**

- 1. When an employee achieves Whatcom County certification, they will transfer employment from their home agency to the City on the 1st or 16th of the month following their certification date. The employee will transfer into the rank of firefighter with provisions of employment and responsibilities as governed by this agreement, the applicable firefighter job description, and City civil service rules. Transferred employees will be deemed to have successfully completed probation for the purposes of Civil Service.
- 2. Salary step placement will be based on the step commensurate with the employee's years of continual service from their home agency (ex. 3 years of service at their home agency would be placed in step 4).
- 3. Longevity pay will be based on their total years of continual service as a career firefighter from their home agency.
- 4. Paramedic premium will start at time of transfer and service credit toward paramedic longevity pay will start accruing at time of transfer.
- 5. Medical benefits will transfer the first day of the month following transfer. The home agency will maintain the employee's medical benefits until that time to ensure no loss of coverage.

**b) SHIFT SCHEDULES**

- 1. Transferred employees will initially be placed onto the shift schedule based on the needs of the department. They will be allowed to bid based on the appropriate seniority at the next regularly scheduled shift bid.
- 2. Near the time of transfer, employees will be placed onto a dayshift schedule for an appropriate amount of time to facilitate BFD orientation training. Once training is completed, they will return to their assigned shift.

**c) BLENDING OF SENIORITY**

1. Department seniority shall reflect the overall dovetailing of employees and will combine years of service based on date of hire with BFD and their home agency.
2. Paramedic seniority shall be established by the same method as the other BFD members in their paramedic class.

**d) ACCRUED LEAVES, SHIFT EXCHANGES AND DEBIT DAYS**

1. Accrued Sick and Vacation Leave: Transferred employee's vacation and sick leave balances from their home agencies shall transfer to the City upon transfer of employment. Once employment is transferred the employee shall accrue at a rate commensurate with their years of service and the schedule in Article 25.
2. Accrued Holiday and Compensatory Time: Transferred employee's holiday or compensatory time provided under their home agency contract shall be handled as outlined in the applicable home CBA prior to transferring to the City.
3. Shift Exchanges: Shift exchanges between personnel at their home agency need to be satisfied prior to their transfer to BFD.
4. Debit Days: Newly transferred employees will be assigned a BFD debit cycle upon transfer of employment. Adjustments will be allowed at the time of assignment, if the employee so requests, such that no newly scheduled debit day(s) fall within an existing vacation period scheduled by the employee prior to the effective date of employee transfer. Scheduling of remaining debit days will be completed to ensure both the employee and employer maintain the correct annual hours.

**e) VACATION**

1. Vacation time scheduled and approved prior to the effective date of employee transfer will be honored as approved vacation time on the BFD schedule, if the employee so requests.
2. It will be the intent to have transferred employees' vacation hour balances at 24 hour increments at the end of their first year they are employed at the City.
3. At the time of vacation picks for first full year following the transfer of employment, if the transferred employee has a vacation balance that is not in 24 hour increments and the vacation balance is below the maximum vacation balance for the employee's seniority grade in that year, the employee may choose to utilize existing compensable time as vacation time for the purposes of bidding up to the maximum vacation day allotment for his/her seniority grade.
4. If the employee does not have compensatory time to create 24 hour increments or the employee does not wish to use the compensatory time to create 24 hour increments, the city will cash out the vacation balance to achieve a balance that is divisible by 24. Cash-out will occur even if the employee has less than the maximum balance for the following year's vacation Bid.

**SECTION 5. EXPANSION OF PROGRAM**

It is recognized, that at the time of this agreement, the City is only engaged in an agreement with one other home agency, North Whatcom Fire & Rescue. The City may expand this program with other Whatcom County fire agencies that have firefighters represented by L106 without additional need to bargain, presuming no other changes in this agreement.



DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

BELLINGHAM FIREFIGHTERS, LOCAL #106

\_\_\_\_\_  
President

\_\_\_\_\_  
Bellingham Unit Chair

ATTEST: \_\_\_\_\_  
Secretary

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

CITY OF BELLINGHAM

\_\_\_\_\_  
Mayor

DEPARTMENTAL APPROVAL:

ATTEST: \_\_\_\_\_  
Finance Director

\_\_\_\_\_  
Fire Chief

DEPARTMENTAL APPROVAL:

\_\_\_\_\_  
Human Resources Director

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of City Attorney

**APPENDIX A – Salary Structure - 2022**

Effective January 1, 2022, the 2021 wages will be increased by 6.0% across the board as well as an additional 2.0% for Captains and Inspectors. The new wage rates will be set forth as below:

<b>APPENDIX A</b>						
<b>CITY OF BELLINGHAM</b>						
<b>2022</b>						
<b><u>Uniformed Fire Salary Structure</u></b>						
<b><u>PLAN C</u></b>						
<b><u>6.0% Increase January 1, 2022</u></b>						
<b>January 1, 2022:</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	
<b>Salary Grade 29</b>	<b>\$6,578</b>	<b>\$6,995</b>	<b>\$7,419</b>	<b>\$7,876</b>	<b>\$8,345</b>	
Firefighter						
<b>Salary Grade 32</b>	<b>\$9,196</b>	<b>\$9,463</b>	<b>\$9,747</b>	<b>\$10,022</b>	<b>\$10,314</b>	
% of Top Step Firefighter	10.2%	13.4%	16.8%	20.1%	23.6%	
Captain						
Inspector						
<b><i>The parties agree to a limited wage reopener in 2022 to negotiate 2023 salaries.</i></b>						
<b>Deferred Compensation</b>						
<p>The City shall match an employee's contribution made to the City's voluntary deferred compensation program of the percentage outlined in Article 38, Section 1 of salary per Appendix A. The City may establish procedures to efficiently maintain the deferred compensation program including reasonable restrictions upon the employee's ability to change his/her contribution level during the calendar year and reasonable rules of administration.</p>						

## APPENDIX B – Premium Pay - 2022

APPENDIX B			
<b>Monthly premium pays are as follows:</b>			
Driver/Engineer Premium (N/A to Paramedics on a Medic Unit) January 1, 2022	4.0%	of Step 5 Firefighter Salary	
	4.0%		\$333.80
Paramedic Student Premium Commencement of Medic Class January 1, 2022	7.5%	of Step 5 Firefighter Salary	\$625.88
NREMP-T Certification January 1, 2022	10.0%	of Step 5 Firefighter Salary	\$834.50
Paramedic Premium January 1, 2022	15.0%	of Step 5 Firefighter Salary	\$1,251.75
Engine Medic Premium January 1, 2022	10.0%	of Step 5 Firefighter Salary	\$834.50
PM Preceptor/Preceptress Prem January 1, 2022	6.0%	of Step 5 Firefighter Salary per month when assigned	\$500.70
<b>Specialty Pay</b>	2.0%	of salary	
SWAT Medic			
Rescue Tech or Boat			
Hazmat			
Truck (Aerial Apparatus)			
Acting Captain List			
<b>Lead Specialty Pay</b>	2%	of Salary in addition to Specialty pay	
SWAT Medic Lead			
Rescue Tech or Boat Lead			
Truck (Aerial Apparatus) Lead			
EMS Captains shall receive Engine Medic premium pay.			
Existing Fire Captains (promoted before 7/13/01) with Paramedic certification shall receive Engine Medic pay.			
Senior Inspector Premium	6.0%	of Salary	
Administrative Support Premium for Firefighters, Captains and Inspectors	5.0%	of Salary	
<b>Acting Pay</b>			
Captains as Battalion Chiefs	6.0%	of Salary	
Firefighters as Captains		Step 1, Grade 32	
B.1 Employees assigned periodically to drive shall be paid in accordance with Appendix "D" Extra Duty.			
B.2 Paramedics shall not be paid for driving ambulances.			
B.3 Employees acting in higher class for any accumulated period equivalent to 45 twenty-four hour shifts in any calendar year shall have their vacation and holiday pay retroactively adjusted to the higher rate of pay.			
B.4 Any employee working an administrative support assignment is subject to overtime assignments.			

**APPENDIX C – Service Longevity - 2022**

APPENDIX C						
<b>Service longevity (per month):</b>						
<b>Years of completed service:</b>						
5 years of service						2.75% **
10 years of service						4.0% **
15 years of service						4.5% plus additional 5.75%* = 10.25% **
20 years of service						7.5% plus additional 5.75%* = 13.25% **
25 or more years of service						8.5% plus additional 5.75%* = 14.25% **
* Beginning January 1, 2010, the steps at 15 years and above will increase by the Deferred Compensation matching amount defined in Article 37(a).						
** Beginning June 16, 2016 Service Longevity will be a percentage of Appendix A Salary.						
<b>Paramedic longevity, in addition to service longevity, for eligible employees (per month):</b>						
	<u>3 Years</u>	<u>6 Years</u>	<u>9 Years</u>	<u>12 Years</u>	<u>15 Years</u>	<u>18 Years</u>
Percent of Step 5 Firefighter	0.9%	1.4%	2.2%	2.6%	3.0%	3.5%
January 1, 2022	\$75.11	\$116.83	\$183.59	\$216.97	\$250.35	\$292.08
EMS Captains and Paramedics not assigned to the Paramedic work-week, shall not receive Paramedic longevity pay.						

**APPENDIX D – Extra Duty Pay - 2022**

<b>Extra duty pays are as follows:</b>	
Driver/Engineer	4.00% of Step 5 Firefighter Salary per 12-hour shift assignment
January 1, 2022	4.00% \$19.44
Public Information Officer	4.3% of Step 5 Firefighter Salary per month
January 1, 2022	\$358.84
Student Evaluations (applicable to Paramedics only)	\$22 per evaluation for training City of Bellingham Firefighters (for each 24 hour shift evaluation) \$32 per evaluation for formal evaluation of outside agency personnel (for each 12 hour shift evaluation)

## **APPENDIX E – Drug Free Workplace Policy**

City of Bellingham

Policy

Title: DRUG FREE WORKPLACE

**Code:** PER 01.00.03

**Chapter:** Personnel

**Level of Policy:** Administrative

**Date Issued:** April 15, 1989

**Date Revised:** February 1, 2003

**Revised by:** Jo Zeimet, Human Resources Director

Andy Rowson, Benefits Coordinator

**Developed by:** Kathryn Hanowell, Personnel Manager

Peter R. Lieurance, Director of Administrative Services

**Approved By:** Mark Asmundson, Mayor

Cancels:

See Also: Drug Free Workplace Act

Federal Highway Administration (FHWA) Rules on Drug and Alcohol Testing

Federal Transit Administration (FTA) Regulations on Drug Testing

Policy PER 15.03.03, Employee Assistance

Policy ADM 10.04.04, City Commercial Driver's License

Policy ADM 10.03.08, City Accident Reporting Procedures and Responsibilities for City-owned Vehicles

Procedure: New Hire CDL

Procedure: Drug & Alcohol Abuse Observation Procedure - Reasonable Suspicion

### **Purpose**

City government provides a variety of public services. The employees of the City are its most valuable resource, since it is through their work that services are provided. When delivering services, the health and safety of the public and the health and safety of employees are of paramount importance.

Drug and alcohol abuse is a problem of serious concern and one which affects all segments of the community, including the workplace. Such behavior poses risks to members of the public and to City employees. Employees have the right to work in an alcohol and drug-free environment. Members of the public have the right to be free from the harmful effects of alcohol and drug abuse in the provision of public services.

The policy of the City is to provide a safe work environment and to protect the public by ensuring a drug-free workplace.

### **Scope**

All City employees other than uniformed Police Department employees who are covered by policy PER 01.00.05 with the exception noted below. All City employees required to have a current Commercial Driver's License (CDL) as a condition of employment (including police officers required to have a CDL are subject to the CDL related provisions of this policy.

### **Policy/Conditions**

The City of Bellingham is committed to a drug-free workplace, to educating employees regarding the dangers of substance abuse, and to providing support for employees undergoing treatment and rehabilitation for chemical dependency. The City also is committed to the accountability of employees for violations of this policy through appropriate discipline, up to and including termination.

### **Procedure**

#### **TREATMENT AND REHABILITATION:**

The City provides an Employee Assistance Program for employees needing treatment or rehabilitation as well as medical plan coverage for both inpatient and outpatient treatment. Accrued leaves may be used for treatment and rehabilitation purposes.

Employees who think they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance from the Employee Assistance Program.

#### **PROHIBITIONS:**

This policy prohibits the following:

1. The unauthorized use, possession, manufacture, distribution or sale of an illegal drug, controlled substance or drug paraphernalia on City property or while on City business, in City supplied vehicles or during working hours.
2. The unauthorized use, possession, manufacture, distribution, or sale of alcohol on City premises or while on City business, in City supplied vehicles or during working hours.
3. Storing any illegal drug, drug paraphernalia, or any controlled substance whose use is unauthorized, or any container of alcohol, in or on City property (including vehicles). Unopened containers of alcohol in a private vehicle parked on City property shall not be a violation of this policy.
4. Reporting to work, or working, while under the influence of illegal drugs or alcohol, whether on City premises or on City business, or in City supplied vehicles.
5. Failing to notify the employee's supervisor, before beginning work that the employee is taking medications or drugs which may interfere with the safe and effective performance of duties.
6. Refusing to immediately submit to an alcohol and drug test when requested by a supervisor, in accordance with this policy.
7. Failing to provide, by the next work day following a request, a valid prescription for any drug or medication identified when the results of a drug test are positive. If the employee is taking prescription drugs, the prescription must be in the employee's name.
8. Refusing to submit to an inspection as described in the Enforcement section when requested by a supervisor, in accordance with this policy.

9. Failing to adhere to the requirements of any drug or alcohol treatment program in which the employee is enrolled: (a) as a condition of continued employment; or, (b) pursuant to a written agreement between the City and the employee.
10. Violating any criminal drug or alcohol statute while working. Conviction under any criminal drug statute.
11. Failing to notify the City of any arrest or conviction under any criminal drug or alcohol statute by the next work day following the arrest or conviction.

#### MANAGERIAL RESPONSIBILITIES AND GUIDELINES FOR ENFORCEMENT:

Managers and supervisors shall be responsible for enforcement of this policy. The City will provide training to all managers authorized to act under this policy in evaluating and working with substance abuse issues in the workplace.

#### ENFORCEMENT:

When there is a reasonable suspicion to believe that an employee's job performance may be impaired by drugs or alcohol, the supervisor may: (a) direct the employee to submit to a drug/alcohol test; or, (b) search, with or without employee consent, all areas and property in which the City maintains control or joint control with the employee.

#### PRE-EMPLOYMENT TESTING:

All new City employees hired into a City designated safety sensitive position are required to pass a pre-employment drug test prior to hire. The test will be administered after a conditional offer of employment has been made and prior to any tentative start date. In some cases additional testing for CDL holders may be delayed until they are ready to begin driving a CDL vehicle or performing a safety-sensitive function on the job.

A positive test will exclude an applicant from being hired.

All prospective hires, except uniformed Police and Fire personnel, will be tested under the procedures noted in this policy which are consistent with the procedures for CDL holders. The pre-employment protocols for uniformed Police and Fire are on file in the office of the Human Resources Manager.

#### REASONABLE SUSPICION:

"Reasonable suspicion" is a belief based on objective facts sufficient to lead a reasonable person to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or that the employee's ability to perform his/her job safely is reduced.

For example, any of the following, alone or in combination, may constitute reasonable suspicion:

1. Slurred speech;
2. Irregular or unusual speech patterns;
3. Impaired judgment;
4. Alcohol odor on breath;
5. Uncoordinated walking or movement;
6. Unusual or irregular behavior such as inattentiveness, listlessness, hyperactivity, hostility or aggressiveness;
7. Possession of alcohol or drugs;

**IMPAIRMENT:**

The supervisor shall directly observe the employee's behavior and document in writing the facts constituting reasonable suspicion. When circumstances permit, a second person shall also observe the employee to verify that there is a reasonable basis to believe that drug or alcohol impairment may be present. If possible, the supervisor shall question the employee with regard to the situation.

When a determination is made that an employee may be impaired because of drug or alcohol use, the employee shall be relieved of his/her duties and placed on paid leave status.

The supervisor shall immediately notify the department head, or in his/her absence, the designee. In the event that this person is not available, the supervisor shall immediately contact the Human Resources Manager for review. Upon review, the department head or designee, or in his/her absence the Human Resources Manager or designee, may authorize the supervisor to require a drug test.

**DRUG AND ALCOHOL TESTING:**

A drug test under this policy is a urinalysis (for drugs) and an evidential breathalyzer test (for alcohol) administered under approved conditions and procedures conducted for the sole purpose of detecting drugs and alcohol. Other methods to detect the presence of alcohol may be added at a later date if approved by the FHWA, including blood/alcohol and saliva tests. The test will be conducted by a City appointed medical laboratory and paid for by the City.

**SUBJECT:**

An employee ordered to submit to a test or an applicant for employment directed to test by the Human Resources Division or hiring department.

Obtaining a Urine Sample:

Following authorization for reasonable suspicion or post-accident drug testing, the supervisor or other authorized person will transport the employee to the designated laboratory.

In the case of an applicant for employment or follow up testing the individual shall appear at the designated laboratory at the time instructed by the Human Resources Division or hiring department.

The subject (employee or applicant) will be interviewed by laboratory personnel prior to the sample collection to determine whether the subject is currently using drugs under medical supervision and/or taking over the counter medications which might reasonably impact the test.

The room where the sample is obtained must be private and secure. Documentation shall be maintained that the area has been searched and is free of any foreign substance. For all general employees, CDL holders, and individuals tested under the reasonable suspicion standard an observer shall not be present when the sample is collected. Procedural actions shall be taken in all tests to ensure the sample is from the subject and was actually passed at the time noted on the record.

In the case of job applicants for uniformed Fire and Police (under separate policy), an observer of the same sex shall be present when the urine sample is taken.



Processing Urine Samples:

Each step in the collection and processing of the urine specimen shall be documented to establish procedural integrity and the chain of custody. When requested for CDL holders, testing shall be under SAMHSA (Substance Abuse and Mental Health Services Administration [formally NIDA standards]) testing procedures and approved laboratories.

Unless specifically noted as in testing for uniformed police officers (under separate policy) or pre-employment tests for firefighters, all testing will be done using SAMHSA procedures and threshold levels.

Uniformed Police and Fire pre-employment testing will be done according to the drug/alcohol testing protocols that are on file in the office of the Human Resources Manager. Confirmation testing will be conducted using Gas Chromatography-Mass Spectrometry. The urine sample shall be retained for 12 months by proper storage method to allow for further testing if necessary.

Specimen samples shall be sealed and labeled. Samples shall be stored in a secure and refrigerated atmosphere. A large enough sample will be taken to allow for a second, follow-up test.

Any sample which has been adulterated or is shown to be a substance other than urine shall be reported as such. Any applicant or employee providing false information about a urine or breath specimen or who attempts to contaminate such sample shall be subject to removal from consideration for hiring or termination.

**DRUGS TESTED:**

The laboratory shall test for the following drugs at levels that meet or exceed the SAMHSA specified threshold in effect at the time of the test. The list of drugs and specified thresholds for screening level and confirmation level are published by SAMHSA and available in Human Resources or at the laboratory.

- Drug
- Amphetamines
- Cocaine Metab.
- Opiates
- PCP (Phencyclidine)
- THC (Marijuana)\*\*
- Alcohol\*

If SAMHSA should increase or decrease the above list of drugs, the City will utilize the SAMHSA list in effect at the time of the test.

\* Tested through an evidentiary breathalyzer instrument at a level of .02 alcohol/breath concentration or greater, expressed in terms of grams per 210 liters of breath.

\*\* Tested as outlined in 2018 MOU in Appendix F

**RESULTS OF DRUG TESTING:**

The laboratory will review the results of the test and determine if the sample contains any illegal drug or legal drug or alcohol at levels that would cause impairment or reveal its use in an illegal manner. The lab director will also review the medical history made available by the subject when a confirmed positive test could have resulted from a legally prescribed medication.

For all CDL holders, mechanics and City employees, the results shall be forwarded immediately to the City designated Medical Review Officer (MRO) for further review. The Human Resources Division will send a copy of the drug testing results to the employee's home address.

Evaluation of Legal Drug Use:

In the case of prescription drug use that may affect an employee's ability to perform his/her job safely, the laboratory director, or, in the case of employees and all CDL testing, the City's designated Medical Review Officer, will require the subject to provide by the next scheduled work day a bona fide verification of a valid current prescription for the drug identified. The applicant shall be dropped from eligibility, or the employee will be subject to disciplinary action when:

- (a) Verification of a valid prescription is not provided and the employee has not previously notified his or her supervisor;
- (b) The prescription provided is not in the subject's name.

**POSITIVE DRUG OR ALCOHOL TEST RESULTS:**

When there is a confirmed presence of any 1) illegal drug, 2) alcohol (equal to or greater than .02) or 3) legal drug, for which in the opinion of the Lab Director or City designated Medical Review Officer (MRO), no reasonable medical explanation or proof is provided, the subject shall be deemed to have failed the test.

Alcohol Level at .02:

When there is a confirmed presence of alcohol at the .02 level, the employee is deemed to be unable to safely operate a motor vehicle, operate machinery or perform safety-sensitive work. If these tasks are part of an employee's job (in the opinion of the supervisor), he/she will be considered unable to work and will be sent home for the remainder of his/her work shift. The individual would be required to take leave without pay (or in the Fire Department would owe work time). The employee would not be permitted to take sick leave, vacation, or compensatory time. The employee would return to work after a period of 24 hours or at the beginning of their next work day or shift (which ever period of time is greater) or after another test shows a breath alcohol level of below .02. Under this policy a breathalyzer test of between .02 and .039 would be considered a positive test but would not result in disciplinary action for the test reading itself other than taking leave without pay for the remainder of his/her work day(s) or shift.

Job Applicant:

In the case of job applicants, the lab director or City MRO shall notify the applicant. An opportunity to have the original urine sample re-tested at the applicant's expense shall be afforded. The applicant must request a re-test within 72 hours. If there is a confirmed positive test, the Human Resources Manager shall notify the department and the applicant shall be removed from eligibility for hire.

Pre-employment test results for uniformed Fire Department employees will be forwarded directly to the Fire Department physician. A copy will be sent to the Human Resources Manager.

Pre-employment test results for uniformed police officers (covered under separate policy) will be reported directly to the Police Chief or Deputy Chief.

Employees:

The employee shall be advised of the positive test result by the City Medical Review Officer. The employee shall be afforded the opportunity to have the original urine sample retested. Re-tests must be requested within a period of 72 hours after notification of an initial positive test by the MRO.

A re-test will be done by the original lab (at the city's expense) unless the employee wishes to pay for a re-test at a different laboratory. The second test must be done under SAMHSA procedures, or for CDL holders by a SAMHSA certified lab. If the subject declines a re-test, or, the re-test confirms the results of the initial test, the Human Resources Manager shall be notified. The Human Resources Manager shall notify the department head of the results and a determination of appropriate action made.

DISCIPLINE AND/OR REHABILITATION / TREATMENT:

As with any issue of employee misconduct, an appropriate investigation and assessment of circumstances needs to be made with guidance from the Human Resources Division and the Legal Department. Advice from medical professionals may be sought. A decision to refer for substance abuse evaluation, treatment and/or discipline may be made depending on the nature and severity of misconduct, the employee's work history, and other pertinent facts and circumstances. In certain situations, follow-up drug testing may be recommended and conducted to ensure the employee remains drug and alcohol free.

A referral for evaluation by a substance abuse professional is mandatory for CDL holders when there is a positive test.

Any disciplinary action will be carried out in accordance with Civil Service Rules and applicable union contract agreements.

NEGATIVE TEST RESULTS:

Employees who have been tested for drugs and alcohol, where no substance abuse was found, shall receive notice of such findings from the City Human Resources Division. A copy of this notice will not be placed in their personnel file, unless requested by the employee. A record of the negative results shall be placed in a confidential folder in a separate, secured file maintained by the Human Resources Division.

In the case of job applicants (except Police and Fire), the hiring department shall be notified by the Human Resources Manager that the applicant is clear for hire.

CONFIDENTIALITY:

Laboratory reports of positive test results shall not appear in an employee's general personnel folder. Information of this nature will be placed in a separate confidential medical folder that will be maintained by the Human Resources Division.

The positive reports or test results shall be disclosed to the department head only on a need-to-know basis. Disclosures without patient consent, may also occur when: (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in a formal dispute between the City and the employee; (3) the information is to be used in administering an employee benefit plan such as for drug or alcohol treatment; (4) the information is needed by medical personnel for the diagnosis or treatment of the patient (employee) who is unable to authorize disclosure.

## DRUG AND ALCOHOL TESTING FOR COMMERCIAL DRIVERS LICENSE HOLDERS:

All employees of the City who are required to have a Commercial Driver's License (CDL) as part of their jobs are subject to drug and alcohol testing as required by the U. S. Department of Transportation through the Federal Highway Administration. The following procedures apply to CDL holders.

### Pre-Employment Testing:

All new employees who must have a CDL as a job requirement must pass a pre-employment drug test prior to hire. The test will be administered after a conditional offer of employment has been made and prior to any tentative start date or in the Fire Department, before driving a CDL vehicle. This test will be conducted under the SAMHSA standards and protocols. The test will involve an unobserved urine sample collection for drug testing and an evidential breathalyzer test administered by a Breath Alcohol Technician (BAT) for alcohol. The procedures and protocols are identical to those for all City employees covered above unless specifically noted. All urine drug testing will be conducted by a SAMHSA certified laboratory.

### Pre-Duty Use of Alcohol:

Employees are prohibited from consuming alcohol for 4 hours before going on duty or before operating a commercial motor vehicle.

This regulation from the FHWA applies to scheduled shifts and all callout situations. If an employee cannot meet this requirement, it is his / her responsibility to tell their supervisor, or person initiating the callout, that they cannot report to work.

### Reasonable Suspicion Testing:

The definitions and protocols for reasonable suspicion drug and alcohol testing for CDL holders are the same as noted above for all City employees.

### Random Testing:

During the calendar year, 50% of CDL holders will be tested on a random basis for the presence of drugs and alcohol. Approximately quarterly, although testing could occur anytime during the year, names of CDL holders will be drawn randomly using a computer program to select individuals for drug and alcohol testing. These individuals will be scheduled for testing. All individuals will be required to go to a collection site for drug and alcohol testing. No advance warning will be given to employees regarding the date and time of the random test.

The urine sample collection will be the same as noted above in the policy. Urine sample collection will be in an unobserved setting with collection and chain of custody protocols as required under SAMHSA regulations.

Individuals who are scheduled to drive a CDL vehicle or perform a safety-sensitive function (such as a mechanic working on a Police or Fire vehicle, working brakes, etc.) on the day of the random test shall also take a breathalyzer test for alcohol.

Test results and the handling of any positive tests are the same as noted above for all employees.

### Post Accident Testing:

Any accident involving a CDL vehicle must be reported as soon as possible by the employee to his/her supervisor. The supervisor should investigate the circumstances of the accident and determine if there is reasonable suspicion to require a drug and alcohol test. Testing is mandated in the following circumstances:

- An accident that has resulted in the loss of human life.
- An accident in which the driver receives a citation and there is an injury requiring medical attention away from the scene of the accident.
- An accident in which the driver receives a citation and any vehicle in the accident must be towed from the scene.

Additional rules under the Federal Transit Act apply to City mechanics who have worked on a Transit vehicle involved in an accident and their immediate supervisor. An individual in a safety-sensitive position, such as a mechanic, is subject to drug and alcohol testing, when in the opinion of a supervisor, employee performance caused or contributed to the accident. For example, a mechanic would be tested when he/she worked on a Transit coach's brakes just prior to an accident and a brake problem may have contributed to the accident.

A post-accident drug and alcohol test should be completed as soon as possible. Drug testing must occur no later than 32 hours after the accident. Alcohol testing must occur no later than 8 hours after the accident. If more than two hours elapse before an alcohol test is administered, the City is required to prepare and maintain on file an explanation of why a test was not properly administered for the FHWA.

A driver is prohibited from consuming alcohol for 8 hours after an accident or until he/she has taken a drug and alcohol test.

Note: a police officer investigating an accident has legal authority under certain circumstances to order a blood sample to be taken for drug and alcohol testing.

Return to Work Testing:

When an employee has tested positive for drugs or alcohol during a random or post-accident test the same provisions apply as for all employees in the section above on *Discipline and/or Treatment/Rehabilitation*. In addition the following specific rules apply:

- Employees will be referred to the EAP program or to other substance abuse counseling as part of their return to work requirements.
- The employee must comply with any recommended rehabilitation.
- The employee must have a negative re-test before being permitted to return to work.
- Unannounced follow-up tests will be conducted at least 6 times within the first 12 months after an employee returns to work.
- Testing may be extended for a period of up to 60 months after return to work.

**APPENDIX F – 2018 MOU on Marijuana Testing**

**Marijuana Testing Procedure**

- I. **PURPOSE:** This Memorandum of Understanding is to provide clarity and guidance on the testing procedures for marijuana.
  
- II. **SCOPE:** This agreement covers all employees in IAFF Local 106 & 106S.
  
- III. **AGREEMENT:**

WHEREAS, IAFF Local 106 & 106S and the City of Bellingham acknowledge the consumption of marijuana in Washington State is allowable by law within certain parameters and;

WHEREAS, both parties have a mutual interest in maintaining a safe work environment free from employees impaired from recreational substances during the performance of their job and;

WHEREAS, traditional urine testing for marijuana cannot determine active impairment;

NOW, THEREFORE, the parties agree that reasonable suspicion testing and post-accident drug testing for marijuana will utilize the Washington State Patrol testing method/s and limits to measure active impairment and;

The Washington State Patrol testing methods and thresholds utilized to measure active marijuana impairment may change, therefore the City of Bellingham will utilize the most accurate, economical and accessible methods available and;

Both parties agree that if the Washington State Patrol changes the testing methodology or limits to measure active marijuana impairment, those which are in currently in place at the time of testing will be the measure utilized.