

LABOR AGREEMENT

BY AND BETWEEN

CITY OF OAK HARBOR

AND

OAK HARBOR FIREFIGHTERS

LOCAL 4504

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF)

January 1, 2026 through December 31, 2027



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Article 1 - Recognition

- 1.1 The City hereby recognizes that the Union is the sole and exclusive bargaining representative of all regular full-time uniformed personnel as defined in RCW 41.56.030 (14) PERC has specified a unit for this bargaining unit, which is defined as:
- “Any person who is serving on a full time, fully compensated basis as a member of a fire department of an employer and who is serving in a position which requires passing a civil service examination for firefighter, and who is actively employed as such; anyone who is actively employed as a full-time firefighter where the fire department does not have a civil service examination; supervisory firefighter personnel.” RCW 41.26.030 (16 & 17)
- 1.2 This unit covers all firefighters, captains, and battalion chiefs in the Oak Harbor Fire Department. Job descriptions and qualifications for classifications within the bargaining unit shall be shared by the City with the Union.
- 1.3 When the City is developing a new job description, the City will provide the Union with a draft copy of the job description before it becomes final and will provide the Union with a reasonable opportunity to make suggestions as to changes in the content of the job description. The City will consider the Union’s suggestions but will retain final control over the content of the job description.
- 1.4 The Parties recognize the City has adopted City Code Chapter 2.34 PERSONNEL (<http://www.codepublishing.com/WA/OakHarbor/>) and its subsections along with an Employee Policy Manual (EPM) adopted in 2012 providing for the general terms and conditions of employment (collectively City Policy). City Policy is included in this Agreement by this reference. Where this Agreement addresses a topic or provision also contained in City Policy this Agreement shall prevail. This Agreement shall supplement City Policy where a term is provided for in this Agreement on a like subject matter but is not in conflict or contained in City Policy.
- 1.5 In the event the Employer desires to modify City Policy or adopt new policies applicable to Bargaining Unit employees where such modification or adoption shall require the Employer to bargain regarding such modification or adoption, the Employer shall give not less than thirty (30) days’ notice to the Union.

Article 2 - Union Membership

- 2.1 Dues – The Union will notify the City of its initiation fees and dues. The City will deduct such initiation fees and dues from the wages of the employees who have authorized such deductions in writing. The City will forward the deducted fees and dues to the Union each pay period to the name and address provided by the Union (RCW 41.56.110).
- 2.1.1 For example: initiation fee in the amount of \$10.00 and the monthly union dues thereafter shall be calculated at 1.5% of the Employee’s highest wage step on the firefighter's current wage scale and shall be automatically deducted from the Employee’s pay on a pay period (PPD) basis or two times (2x) a month.

$$\text{Union Dues/PPD} = \text{monthly salary} \times 1.5\% / 2 \text{ PPD}$$

- 2.2 Revocation – An employee may revoke their authorization of payroll deduction of union dues by written notice to the Union. Every effort will be made to end the deduction effective on the first payroll but not later than the second payroll, after the City’s receipt of the employee’s written notice.
- 2.3 Employer Safeguarding - The Union shall indemnify and defend the City and hold it harmless against any and all claims, demands, lawsuits or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purposes of complying with the provisions of this Article. The City will promptly notify the Union of any claim, demand, lawsuit or other form of liability asserted against it relating to this Article.

Article 3 - Union Business

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

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

- 3.2 Negotiations - Provided the needs of the City can be met without loss of services or any other additional cost to the City, Bargaining Unit Employees shall be granted “release time” to meet as a committee with City Representatives to conduct Collective Bargaining at scheduled negotiation meetings. The Union Bargaining Committee shall not exceed three (3) members on release time at any one time.
- 3.3 Bulletin Board - The City shall provide a bulletin board, prominently placed at each fire station, for the posting of notices relating to local Union business and activities, which are approved by the Union President or designee.

Article 4 - Management Rights

- 4.1 Any and all rights concerned with the management and operations of the Department are vested exclusively in the City unless otherwise provided for by the terms of this Agreement. The City has the authority to adopt reasonable rules for the operation of the Department and the conduct of its employees, provided such rules are not in conflict with the provisions of this Agreement. The City has the right to (among other actions) discipline or discharge employees for just cause, to lay off employees due to financial reasons or other legitimate business reasons; to transfer and promote employees; to assign work and determine duties of employees; to schedule hours of work; to determine the number of personnel to be assigned to duty at any one time; to establish reasonable performance and productivity standards; to introduce and use new improved, or automated methods and equipment; to build, move, or modify its facilities; to take action on any matter in the event of an emergency; and to perform all other functions not expressly limited by this Agreement.

- 4.2 The Employer reserves the right to contract out for goods and services, provided that contracting out does not displace any bargaining unit members. In the event of the Employer's business or budgetary necessity results in a reduction or elimination of Fire service operations, the Employer and the Union shall negotiate the effects of such changes.

Article 5 - Prevailing Rights

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

Article 6 - Salary and Wages

- 6.1 Pay Period (Semi-Monthly) – Wages shall be payable two (2) times a month, the regular pay periods are the 1st to the 15th and the 16th to the last day of the month.
- 6.1.1. Pay dates that fall on a weekend or holiday will be paid on the day before the weekend or holiday.
- 6.2 Step Increases – There shall be twelve (12) months of service between each one (1) year annual step increase.
- 6.3 Monthly Salaries - Effective January 1, 2026, the base monthly wages shall be increased by two and half percent (2.5%) cost of living adjustment a half percent (0.5%) market adjustment.

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

Firefighter/EMT

1	2	3	4	5	6
\$7,064	\$7,386	\$7,724	\$8,076	\$8,445	\$8,825

Firefighter/Paramedic

1	2	3	4	5	6
\$8,375	\$8,697	\$9,035	\$9,387	\$9,756	\$10,136

Captain

1	2	3
\$9,384	\$9,662	\$10,144

Captain Paramedic

1	2	3
\$10,267	\$10,545	\$11,027

Battalion Chief

1	2	3
\$10,651	\$10,917	\$11,190

- 6.4 The employee's hourly rate shall be calculated by dividing the Employee's annual salary by the number of hours in the employees assigned annual work schedule. (For example, the employee's hourly rate on a 40-hour work week would be derived by taking the employee's annual salary and dividing that by (40 x 52) hours.)
- 6.5 On January 1, 2027, the wage rates in this Article shall be increased by two and a half percent (2.5%) cost of living adjustment and a half percent (0.5%) market adjustment.

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

Firefighter/EMT

1	2	3	4	5	6
\$7,276	\$7,608	\$7,956	\$8,318	\$8,698	\$9,090

Firefighter/Paramedic

1	2	3	4	5	6
\$8,639	\$8,971	\$9,319	\$9,681	\$10,062	\$10,453

Captain

1	2	3
\$9,666	\$9,952	\$10,449

Captain Paramedic

1	2	3
\$10,575	\$10,861	\$11,358

Battalion Chief

1	2	3
\$10,971	\$11,244	\$11,526

- 6.6 Retroactive checks will be issued within thirty (30) days after executing this contract. The retroactive pay will only apply to those employees who are employed with the City at the time the contract is officially approved and ratified by the Union and the City.

Article 7 – Probation

- 7.1 Probation Period - New employees shall be subject to a twelve (12) month probation period. Said probation period may be extended one (1) time only for up to an additional six (6) months. During this period, such employee shall be evaluated by the Employer and may be terminated at the sole discretion of the Employer.
- 7.2 Promoted employees shall serve a twelve (12) month probation period. If during that time the employee fails to perform the duties of the new position satisfactorily, they will be permitted to return to their previous position without loss of seniority. The probation period may be extended one (1) time, up to an additional six (6) months. The Employer shall provide each probationary promoted employee with an objective written evaluation of their job performance and progress every ninety (90) days during the probationary period.

Article 8 – Working Out of Classification

- 8.1 An employee who performs the duties of a higher ranked position in an acting capacity shall be compensated a minimum of one (1) hour at the premium pay rate outlined below or for the time actually worked at the premium pay rate, whichever is greater. Working out of classification shall be offered only to personnel who meet the definitions under 8.4 and 8.5.

- (1) Firefighter to Captain – 7.5%
- (2) Captain to Battalion Chief – 7.5%

- 8.2 An employee is considered working out of classification when,
 - 8.2.1 A Captain is performing the duty of a Battalion Chief due to the absence or unavailability of the Battalion Chief to perform the required duties of the position necessary to meet operational needs.
 - 8.2.2 The designated Senior Firefighter is performing the duty of a Captain due to the absence or unavailability of the Captain to perform the required duties of the position necessary to meet operational needs.
- 8.3 The following criteria shall be used for assignments to act in the capacity of a higher ranked position:

- 8.3.1 Short-term vacancies (four (4) months or less) must meet the qualifications of 8.4 and 8.5 below
- 8.3.2 Long-term vacancies (more than four (4) months) Civil Service Rules shall apply to determine eligibility for such assignments. In cases where a long-term vacancy results from an employee's injury or illness (personal off duty or workers' compensation injury on duty) and the employee is expected to return within six (6) months, the Fire Chief may fill the vacancy for a period of up to six (6) months using the process described in 8.4 and 8.5.
- 8.4 Acting Captain – acting in the capacity of a Captain, when a Captain is off duty for any part of a shift for any reason, an Employee shall assume the responsibilities of that Captain. The Fire Chief, or if designated the Deputy Fire Chief or Battalion Chief, shall fill the position(s) by assigning a Firefighter(s) from the affected shift as Acting Captain, as long as there are a sufficient number of personnel on the affected shift to fill the Captain vacancy without causing overtime. If the officer vacancy created causes a shortage of personnel, overtime will be filled at the officer level.
- 8.4.1 In the event an Employee is assigned the duties of Acting Captain, such Employee shall be selected and appointed by the Fire Chief, or their designee, with preference in numerical rank order given to Firefighters working on the affected shift who are ranked on the most recent Civil Service promotional list for Captain. Should no ranked Firefighter be working on the affected shift, the senior Firefighter meeting the following minimum service requirements and training shall be assigned as Acting Captain.
- 8.4.2 Minimum service requirement is three (3) years of service with the department and the following training requirements:
- (1) Completion of a certified NFPA Fire Officer 1 course
 - (2) NIMS/ICS 100, 200, 700, and 800
 - (3) Completion of the Acting Captain Task Book and approval of the Fire Chief, or their designee.
 - (4) Current department personnel already acting as company officers are not required to meet the training requirements specified in 8.5.3 in order to continue working as an acting company officer. **This expires at the end of the contract December 31, 2027.**
- 8.5 Acting Battalion Chief – acting in the capacity of a Battalion Chief, when a Battalion Chief is off duty for any part of a shift for any reason, the highest-ranked senior Captain on shift shall be assigned as Acting Battalion Chief. If the officer vacancy created causes a shortage of personnel overtime will be filled at the Battalion Chief level if needed. The Acting Battalion Chief must have the required qualifications.
- 8.5.1 Employee shall be selected and appointed by the Fire Chief, or their designee, with preference in numerical rank order given to Captains working on the affected shift who are ranked on the most recent Civil Service promotional list for Battalion Chief. Should no ranked Captain be working on the affected shift, the senior Captain shall be assigned as Acting Battalion Chief.

Article 9 – Hours of Duty

- 9.1 Eight (8) hour shift – The normal working hours for employees assigned to the eight (8) hour day shift shall be from 0800 to 1700, Monday through Friday, not to exceed (40) hours per work week, and not to include a one (1) hour lunch period. Employees covered under this section of the Agreement may work a flexible work schedule, with mutual agreement of the employee and the Chief.
- 9.2 Ten (10) Hour shift – The normal working hours for employees assigned to the ten (10) hour day shift shall be from 0700 to 1700, Monday through Friday, not to exceed (40) hours per work week, and not to include a one (1) hour lunch period. Employees covered under this section of the Agreement may work a flexible work schedule, with mutual Agreement of the Employee and the Chief.
- 9.3 Twenty-four (24) hour shift (0700 to 0700) – The normal working hours for employees assigned to the twenty-four (24) hour shift shall be from 0700 to 0700.
- 9.3.1 48/96 Structured Work Schedule. Effective January 1st, 2024, the 48/96 structured work schedule is adopted. Employees shall work two consecutive 24-hour shifts on (48 hours) followed by four consecutive 24-hour days off (96 hours), being the regularly scheduled work hours. This 6-day rotation will happen four times in a 24-day Work Period, repeating, and makes the average calendar week come out to 56 hours. This work schedule makes the annual amount of hours come out to 2,912. These annual hours will be reduced by 360 hours due to 15 Kelly Days a year. This makes the annual scheduled working hours come out to 2,552 and the average calendar week come out to 49.07 hours.
- 9.3.2 The 6-day rotation is as follows: A, A, B, B, C, C.
- a. Employees assigned to the Fire Department's administrative, service or specialized functions may be subject to work schedules other than those which apply to firefighting company personnel, provided that the provisions of this and related sections of the Agreement shall apply except where otherwise agreed or stated.
- b. Notwithstanding any provision to the contrary as used in this and related sections, unless the context clearly requires otherwise, the terms below shall have the stated meaning:
- 9.3.3 "Rotation" shall mean three (3) platoons working two (2) consecutive days of a 24-hour work shift schedule followed by four (4) consecutive days off. And repeated three (3) times in a work week.
- 9.3.4 "Full Rotation" shall mean the six (6) days it will take to complete a full rotation of a 48/96 structured work schedule consisting of three (3) separate platoons.
- 9.3.5 "Work Week" shall mean Monday to Sunday.
- 9.3.6 "Work Period" shall mean the established and regularly recurring period of work of twenty-four (24) consecutive days as FLSA's 7(k) defined and does not coincide with any pay period, work schedule, or particular day off.

- 9.3.7 "Platoon" shall mean the three (3) existing subdivisions of regular firefighting Employees in each shift rotation. The three platoons are: "A" (or 1st) Platoon, "B" (or 2nd) Platoon, and "C" (or 3rd) Platoon.
- 9.4 Structured Hours (0700—1700). Shall be used for normal working operations, training, physical fitness, routine maintenance of equipment and apparatus, and routine cleaning.
- 9.4.1 0700 – 0900. Shall be utilized for the planning and communication of the Plan of the Day, daily apparatus checks, physical fitness, and hygiene time. The Shift Officer shall be allowed to adjust the physical fitness and hygiene time to a later time to meet operational needs.
- 9.4.2 Employees not performing any physical fitness activities shall be in full uniform.
- 9.5 Non-Structured Hours (1700—0700). Shall be used for standby and maintaining a state of readiness for incident response. Employees are not required to conduct training, routine maintenance, or cleaning during this time, except as outlined:
- 9.5.1 Nighttime cleaning duties as outlined in the House Chores Standard Operating Procedures (SOP).
- 9.5.2 One (1) time a quarter nighttime training (1800-2100) required to maintain WSRB ISO compliance.
- 9.5.3 Community events that are mutually agreed upon by the Union and the City.
- 9.6 Kelly Day – DEFINITION. A continuous twenty-four (24) hour period starting at 0700 and ending at 0700 the following day.
- 9.7 Administration of Kelly Day – Employees assigned to a regular work schedule of twenty-four (24) hour shifts shall be granted fifteen (15) Kelly Days per year. Kelly Days shall be scheduled to reduce the number of work hours per week and minimize the Department's overtime costs to the greatest extent possible. But not to reduce the staffing levels below the required minimum level.
- (1) Kelly days (24-hour periods) shall be scheduled "off" by the employees on a rotating schedule.
 - (2) Employees select Kelly Days by rank and seniority based on hire date with annual first-round vacation picks.
 - (3) Kelly days shall be selected before January 1 of each year and by order of descending rank and then by seniority on each Shift. Employees may schedule up to 15 Kelly days.
 - (4) Kelly Days shall not be rescheduled because of sickness or injury.
 - (5) Kelly Days may be traded between employees within the same FLSA cycle provided that the trade meets all applicable shift trade criteria and does not have a monetary impact on the City.
 - (6) The Chief or designee shall approve Kelly Days based on seniority.

- 9.8 Maximum Consecutive Hours of Work – employees are limited to working no more than seventy-two (72) consecutive hours within an eighty-four (84) hour period as a result of overtime, force hire, schedule, or trades. A mandatory minimum of twelve (12) consecutive hours off from all emergency response duties is required. However, management retains the ability to exceed this limit in emergent situations or to accommodate training that both the Employee and the Fire Chief agree can be conducted safely.
- 9.8.1 Employees shall have a mandatory minimum of eight (8) consecutive hours off from any outside employment prior to the start of their scheduled shift.
- 9.9 Sundays and City observed Holidays, as listed in Article 17 of this contract, shall be considered non-structured hours.
- 9.10 Notice of Shift Change - All Employees covered by this Agreement shall receive notice, when possible, fourteen (14) calendar days in advance of a change from one shift to another; such notice shall be in writing. This time limit may be waived at the discretion of the Chief in the case of permanent appointments to a promotional position within the bargaining unit and necessary shift adjustments caused by such appointments.
- 9.11 Change in Work Schedule for Training – For the purposes of training, an employee's work schedule may be changed, with fourteen (14) calendar days advance notice, in order to manage overtime costs and to take advantage of training programs.
- 9.12 Holiday Shift Trade – In the event that a shift is scheduled to work both December 24th and December 25th of the same year, the shift assigned to work on December 24th will trade days with the shift assigned to work on December 23rd. In the event that December 24th happens to be the start of a new FLSA cycle then the shift assigned to work on December 25th will trade days with the shift assigned to work on December 26th.
- 9.13 Shift Bids – Effective January 1, 2027, assignments shall be based on seniority within classification. All assignments for a station will be based on the minimum staffing requirement. The number of assignments shall be equivalent to the positions on the minimum staff apparatus. Rover assignments will be based on platoon and the number of positions identified by the Fire Chief or their designee.
- 9.13.1 For purposes of identification assignments will be posted by platoon, station (or rover), and classification.
- 9.13.2 Employees shall not bid an assignment during their first (1st) year of employment.
- 9.13.3 Employees shall remain in their bid assignment for a minimum of ninety (90) days.
- 9.14 Right to Assign – Although the parties intend that assignments are to be permanent insofar as practicable, the Fire Chief retains the right to initiate, assign, approve or disapprove assignments of any member of the Union to any shifts set forth in Sections 9.1, 9.2, and Article 13 to promote efficiency of the department.

Article 10 - Overtime and Call Back

- 10.1 Defined – Overtime shall be defined as any time worked by an employee outside of their regularly scheduled working hours set forth in Articles 9.1 and 9.2.

- 10.2 Computation – Overtime shall be compensated at one-and-a-half (1 ½) times the employee's regular rate for the hours worked, rounded up to the nearest thirty minutes (Employee's Regular Rate) x (1.5) = (Overtime Rate Per Hour). This shall be established by taking the annual hours (2,552) and dividing it into the employee's annual salary and multiplying the rate by one-and-a-half (1 ½). (City proposal)
- 10.3 Shift Extension – In the event that overtime is the extension of an employee's shift, overtime shall be paid in thirty (30) minute increments, rounded up to the nearest thirty (30) minutes. (e.g. 1-30 minutes = ½ an hour of overtime, 31-60 minutes = 1 hour of overtime).
- 10.4 Prior to Beginning of Shift – Employees that respond to the station for an incident within one hour of their regularly scheduled shift shall be paid at the overtime rate until their scheduled shift begins. If the incident is between 1 and 30 minutes prior to the beginning of the shift, the employee shall be paid one (1) hour of overtime.
- 10.5 Call-Back – In the event that overtime is not due to incident response prior to or as the extension of an employee's shift, a minimum of two (2) hours of overtime shall be paid to the employee for any event or meeting that an employee is required to come in for and elects to, or is required to attend. After the second hour, overtime shall be paid in accordance with Article 10.3.
- 10.6 Overtime Due to Training – An employee shall be compensated a minimum of two (2) hours of overtime if given less than fourteen (14) calendar days advance notice for being required to attend any special training, education, or certification. After the second hour, overtime shall be paid in accordance with Article 10.3.
- 10.7 Overtime Due to Manning – For staffing purposes, if minimum manning is not met, overtime shall be utilized in accordance with Article 8.4 and 8.5.
- 10.8 Call Response - Employees who are off duty are authorized to respond to the station, for confirmed working structure fires or when a recall has been activated by ICOM or the designated Command Officer for the day. Employees who respond shall be compensated at the rate specified in Article 10.2, starting with one (1) hour minimum and then the thirty (30) minute increments afterwards.
- 10.9 Employees on scheduled vacation leave that respond to an emergency incident or a call for manpower shall receive overtime pay in accordance with 10.8. The employee's paid leave status shall stop when the incident is generated and shall resume when released from duty.
- 10.10 Emergency Relief – Should immediate relief be needed due to injury, personal emergency, or other similar emergency situation for an employee that is on duty, the Command Officer shall select the first person on the appropriate overtime list who would be immediately available. The immediately available person shall be assigned to work for the duration of the shortage or for the remainder of the shift if needed.

Article 11 - Vacation and Leave

11.1 Accruals

- 11.1.1 Eight (8) hour shift employees: Eight (8) hour shift employees shall receive vacation as noted in the table below for ten (10) hour shift employees.

11.1.2 Ten (10) hour shift employees: Ten (10) hour shift employees shall receive vacation as noted in the table below:

Time Period	Annual Regular Vacation	Vacation Monthly Accrual	Vacation Maximum Accrual
0 - 5 Years (1st month through month 60)	96	8	192
6 - 10 years (month 61 through month 120)	120	10	240
11 - 15 years (month 121 through month 180)	160	13.33	320
16 - 20 years (month 181 through month 240)	180	15	360
21 - + years (month 241 and beyond)	200	16.66	400

11.1.3 Twenty-four (24) hour shift employees: Twenty-four (24) hour shift employees shall receive vacation as noted in the table below:

Time Period	Annual Regular Vacation	Vacation Monthly Accrual	Vacation Maximum Accrual
0 - 5 Years	200	16.667	456
6 - 10 years	246	20.500	502
11 - 15 years	292	24.333	548
16 - 20 years	314	26.167	570
21 - + years	330	27.500	586

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

11.1.5 Vacation benefits shall be accrued from the date of hire and the rate change will be effective on the pay period of the employee's anniversary date, unless the anniversary date falls on the pay period, which shall then become the effective date. An employee shall not be eligible to take paid vacation until they have completed six (6) months of service.

11.2 Vacation Utilization.

11.2.1 If employees are not authorized to take vacation leave due to circumstances beyond their control, the Mayor or designee shall authorize the employee an additional 120

calendar days to use accrued vacation leave in excess of maximum accrual limits without loss of benefit.

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

(1) Annual Leave Picks will be done in two rounds, First and Second round. First round will consist of a maximum of six consecutive shifts being picked for any dates. After every employee of the shift picks their First round, Second round starts where every employee can again pick any date, as long as there are not any previous vacation picks already made on that date which would cause the department to be under minimum staffing. An employee may exhaust as much vacation as they want for Second round, as long as they have enough vacation hours upon arrival of the picked date.

(2) Conducting Annual Leave Picks - The order that First and Second round leave picks are conducted will be by seniority, as set forth by Article 28.

(3) All Annual Leave Picks shall be submitted to the shift Captain, to then submit up the chain of command no later than December 15th.

(4) In the event that an employee trades their designated permanent shift, the department shall honor the employee's Annual Leave Picks by adjusting their picked vacation, as long as there is no annual vacation already scheduled by other employees that would cause the department to go under minimum staffing for the desired dates.

(5) In the event that an employee is forced to change shifts, unless the forced change is due to a promotion, the employee's annual vacation shall be honored and dates will be adjusted so that the employee will not lose their planned time off. Overtime will be used to maintain minimum staffing and required positions.

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

11.2.4 Termination Payment - Upon termination from all City employment, an employee's accrued vacation will be paid in one lump sum settlement at the regular straight-time hourly rate of pay (not including incentives or premiums) for the number of days of annual leave accrued and not used, not to exceed the maximum accrual. Payment shall be at the affected employee's current rate. The employee may choose to have the lump sum settlement deposited into a Deferred Compensation Plan (DCP).

11.2.5 Transfer of Work Shifts - If an employee is transferred from one shift to another, the vacation and sick leave accrual rate shall be adjusted per 11.1 and 12.1. The existing vacation and sick leave accrual banks will be converted utilizing the following equation: $2552 \text{ converted to } 2080 = \text{bank} \times 81.5\%$. When the employee returns to 24-hour shifts their vacation and sick leave accruals will change back per 11.1 and 12.1. Additionally, the existing banks will be converted utilizing the following equation: $2080 \text{ converted to } 2552 = \text{bank} \times 122.70\%$. The intent is to ensure the value of the vacation and sick leave banks are equal for both use and cash-out.

Article 12 - Sick Leave

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

First year bank	Annual	Monthly	Maximum accrual
10-hour employee	96 hours	8	1000
24-hour employee	144 hours	12	1000

- 12.1.1 Any employees who provide intent of retirement to HR by April 30, 2026 for retirement no later than December 31, 2026, of the 2026 calendar year, may maintain the 1440 maximum accrual amount of accumulated sick leave as found in 12.1 if eligible for sick leave deposit into the HRA VEBA under 12.12.
- 12.2 Non-duty Sick Leave may be used for the following reasons.
- 12.2.1 Personal illness, injury, or incapacity of the employee to perform his/her duties.
- 12.2.1 Enforced quarantine of the employee by a public health official.
- 12.2.2 May be used for personal doctor or dental appointments, for an emergency, or as otherwise approved by the Chief.
- 12.3 Leave shall be provided for qualifying conditions in accordance with Federal and State law. Incorporation, by reference, of the Employee Policy Manual into this Agreement provides for permitted leaves including but not limited to sick leave, family and medical, domestic violence/sexual assault, and other paid leaves.
- 12.4 Extended Leave – An extended period of leave the employee may convert to a standard 8-hour schedule and the vacation accrual placement will be adjusted to match the schedule under 11.2.6.
- 12.5 Duty Related Disability for LEOFF II employees, injured workers qualifying for supplemental disability leave pursuant to RCW 41.04.500 - .550, shall be granted adequate on-duty injury sick leave to provide the full benefits provided by such RCW sections for up to six (6) months for each new and separate duty related disability.
- 12.6 Prolonged Illness or Injury. In cases of prolonged illness or injury of six (6) months, the Employee shall be placed on an inactive status and the employee's position shall no longer be held open. A new employee may be hired to replace the disabled employee and the disabled employee shall be moved to the first position on the hire list and shall fill the first vacancy as long as the employee is 1) released as rehabilitated by the Department of Labor and Industries, 2) passes a departmental physical examination and 3) is certified to perform the essential functions of the job by a qualified physician.
- 12.7 Notification When Unable to Report. An employee must notify the Command Officer as soon as possible prior to the beginning of a shift if they are not able to report for duty due to absence reasons listed in Section 12.2, 12.3, and 12.4 which may be a protected absence with confidential information.
- 12.8 Verification. The employer may require that an employee produce a doctor's verification of the employee's need of absence from work as required by federal, state or local laws.

- 12.9 Transferring Vacation Leave. Employees shall have the ability to transfer vacation leave from their accrued vacation to another employee's sick balance by the agreement of the City and both employees. The donating employee must maintain a minimum of 48 hours of accrued vacation. When a transfer occurs between two different shift types, a conversion shall be made to convert the number of hours to the same basis as the accrual rate of the receiving employee.
- 12.10 Transfer of Work Shifts. Refer to 11.2.5.
- 12.11 Cash out of sick leave – Regular employees with a current sick leave balance that exceeds four hundred (400) hours, may elect to have up to a maximum annual amount of seventy-two (72) hours of their accumulated sick leave balance cashed out or deposited into a deferred compensation plan (DCP) at the regular straight-time hourly rate of pay (not including incentives or premiums), one (1) time a year with notification to Payroll. An employee must notify Payroll by November 20th for distribution during December payroll. An employee must maintain a minimum sick leave balance of four hundred (400) hours.
- 12.12 Regular employees hired before October 20, 1998, who retire or voluntarily separate from the City shall receive payment of any accumulated sick leave at the regular straight-time hourly rate of pay (not including incentives or premiums), in accordance with the schedule outlined in the Employee Policy Manual (EPM) section 5.15, Oak Harbor Sick Leave. Any sick leave contributions will be deposited into the City of Oak Harbor Health Reimbursement Arrangement/Voluntary Employees' Beneficiary Association (HRA VEBA) in accordance with the following schedule:
- After 5 years of service ---- 10% of accumulated sick leave
 - After 10 years of service ---- 25 % of accumulated sick leave
 - After 15 years of service ---- 35% of accumulated sick leave
 - After 20 years of service ---- 45% of accumulated sick leave
 - After 25 years of service ---- 50% of accumulated sick leave
 - After 30 years of service ---- 60% of accumulated sick leave
- 12.12 Death – Upon death of any employee in active service within the bargaining unit, the employee's estate shall be paid any accrued, but unused, vacation and sick leave, if compensable under Section 12.11. An employee is deemed on active service for purpose of this Section if the employee on duty status or on any type of leave status not to exceed one (1) calendar year. Any such payment shall be made as a lump sum settlement for the number of hours accumulated.

Article 13 - Light or Modified Duty

- 13.1 Employees who are injured or sick and therefore on leave may be eligible to be approved and assigned light or modified duty, if appropriate work is available, and both the Chief and the employee agree in writing to the assignment. Employees assigned to light or modified duty shall work their regular scheduled shifts or may convert to a standard 8-hour schedule until returning to full duty status and the vacation accrual placement will be adjusted to match the schedule, refer to 11.2.6.

Article 14 - Compensatory Time

- 14.1 Employees entitled to overtime pay may request compensatory time off instead of cash payment. This request may be approved by the Chief as not to compromise coverage or

disrupt normal operations. If compensatory time is exercised, the employee is credited with one and one-half times the hours worked as overtime. The maximum accrual of compensatory time to be held at any time shall be ninety-six 96 hours. After maximum accrual, overtime compensation shall be paid.

- 14.2 Employees must use compensatory time within the calendar year of the time it was authorized and earned. Comp time must be used before vacation leave, sick leave, and leave without pay. Compensatory time not used within the calendar year of the time it was authorized shall be paid to the employee or an employee may choose to deposit the payable hours into a Deferred Compensation Plan (DCP) or their Medical Expense Reimbursement (MERP). Each department shall maintain records of overtime and compensatory time and ensure that the departmental budget is accurately reflecting such activity. A review should be conducted periodically as part of the City's budget process.

Article 15 – Separations

- 15.1 Separated Employees - Only employees employed by the City on the effective date of this Agreement shall be compensated under the terms of this Agreement. Separated employees shall receive compensation in effect at the time of the employee's separation.
- 15.2 Termination – Upon termination from all City employment, the employee shall be paid a lump sum settlement at the regular straight-time hourly rate of pay (not including incentives or premiums) for the number of days of annual vacation leave accrued and not previously used, not to exceed the maximum accrual. The employee may choose to have the lump sum settlement deposited into a Deferred Compensation Plan (DCP) or their Medical Expense Reimbursement Plan (MERP).

Article 16 - Clothing and Equipment

Clothing - The department shall provide clothing in the form of uniforms and station wear as specified by Department Policy. Items shall be replaced at no cost to the Employee, subject to fair wear and tear.

- 16.1 Personal Protective Equipment (PPE) and Clothing – Personal protective equipment (PPE) and clothing shall be provided by the City and maintained by the City at no cost to the Employee. PPE and clothing shall be chosen by the Department and ensured to be in compliance with all legal requirements and regulations in order to provide a safe working environment within industry expectations. Personnel will not provide their own personal protective equipment (PPE) without prior approval by the Chief or designee.

Article 17 – Holidays

- 17.1 Day Shift Employees – For those employees scheduled to work the eight (8) hour or ten (10) hour day shift, the following eleven (11) holidays as described shall be recognized and observed:

New Year's Day	January 1st
Martin Luther King Day	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Independence Day	July 4 th

Labor Day	1st Monday in September
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving Day	4 th Friday in November
Christmas	December 25 th

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

17.1.2 In addition to Section 17.1, eight (8) hour and ten (10) hour shift employees shall receive two (2) floating holiday shifts per year, at the employee's choice with approval of the Chief or designee. An employee shall not be eligible to the paid floating holiday until they have completed six (6) months of service.

17.2 In lieu of observed holidays and floating holidays, employees assigned to twenty-four (24) hour shifts shall accrue twelve (12) hours of leave per each observed or floating holiday, for a total of thirteen (13) holidays equivalent to one hundred fifty-six (156) hours.

17.2.1 For employees starting employment, or leaving employment mid-year, holidays shall be prorated with the foregoing accrual rate. Any unaccrued holiday time used at the time of separation shall be withheld from the Employee's final payroll.

17.2.2 Effective January 1, 2026, twenty-four (24) hour shift Employees will be required to sell back all holiday hours every calendar year, a total of one hundred fifty-six (156) hours at the regular straight-time hourly rate of pay (not including incentives or premiums). An employee must notify payroll by November 20th for distribution during December payroll to be cashed out or deposited into a deferred compensation plan (DCP).

Article 18 – Shift Trade

18.1 Personnel shall have the option to trade full or portions of shifts when it does not interfere with the operation of the department. Shift trades are voluntary. Shift trades shall not result in any additional cost to the City outside of a shift being extended due to overtime reasons such as an extension of the working employee's shift. The City has an obligation to track shift trades that may result in pay differential issues and as required by the Fair Labor Standards Act (FLSA). Shift trades for the purposes of this Article shall not include any trades made pursuant to the Holiday Shift Trade in Section 9.3 Article 9 of the Agreement.

18.1.1 "Same Capacity" shall mean a qualified Employee (whether of the same or different rank) who is capable of performing the work of the person they are substituting for.

18.1.2 "Qualified Employee" when of a different rank, shall mean an Employee who has demonstrated, through training, experience or performance, the ability to assume substantially all of the significant duties and responsibilities of the position as determined by the Employer or its designated representative within the Fire Department. Employees that shift trade in positions of a different rank, shall meet the required qualifications as outlined in Article 8.5 and 8.6, and are only allowed to work one (1) rank above or below - i.e., designated senior firefighter to a Captain as a Company Officer.

18.2 If within reason and time allowed personnel must obtain prior written approval from the duty command officer prior to trading shifts.

- 18.3 Probationary employees shall only be allowed to trade shifts with the express approval of the Chief or designee.

Article 19 - Bereavement Leave

- 19.1 Upon notification to the Fire Chief or designee an employee shall be allowed time off from work on scheduled workdays because of death in the employee's immediate family. The employee will be paid for such time up to a maximum of three (3) days for twenty-four (24) hour shifts, and up to five (5) days for forty (40) hour week employees. For the purpose of this section, immediate family is defined as: employee's parents, spouse, certified domestic partner, , child, sister or brother, , mother-in-law, father-in-law, step-parent, step-child, great-grandparent or in-law, grandparent or in-law, grandchildren or in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step parent or step children, or any member of the employee's household. Depending upon staffing levels, the Fire Chief or designee may approve the use of accrued vacation and/or holiday leave to supplement the bereavement leave.

19.1.1 Should any death result in the employee wanting to use bereavement leave for someone not mentioned above, approval from the Fire Chief or designee can be used at their discretion.

19.1.2 Proof of death and relationship will be required by HR for Payroll verification and additional documentation may be required at the discretion of the City (WAC 357-31-250). Proof of death and relationship will not be required if an employee uses their own accrued leave.

Article 20 – Insurance

- 20.1 The City will offer a health plan to employees in the bargaining unit. The City shall pay 100% for the employee's premium.
- 20.2 The City shall also provide employee dental insurance, long term disability and life insurance, at no cost to the employee. The employee will have the option to purchase additional life insurance at the employee's cost.
- 20.3 The City shall pay 90% of the dependent medical and dental coverage.
- 20.4 Deferred Compensation - The City shall maintain a City sponsored Deferred Compensation Plan.
- 20.5 The City reserves the right to change or provide alternate insurance carriers, health maintenance organizations, or benefit levels or to self-insure as it deems appropriate for any form or portion of insurance coverage referred to in this Article, so long as the new coverage and benefits are substantially similar to the conventional insurance provided herein. The City will not be responsible for changes unilaterally imposed by an insurance provider in benefits, co-payment provisions or deductibles so long as the City uses its efforts to minimize changes in incumbent insurance providers from one plan year to another.
- 20.6 The City agrees to enroll, effective on the first day of the month following the execution by both parties of this agreement, in the Medical Reimbursement plan (MERP) that is made available by the Washington State Council of Firefighters (WSCFF). Payment of the monthly

premiums related to MERP shall be paid by the employee through payroll deduction the sum of \$75.00 per month. The City will contribute \$75.00 per month on behalf of each bargaining unit member.

- 20.7 HRA VEBA – City of Oak Harbor Health Reimbursement Arrangement/Voluntary Employees' Beneficiary Association (HRA VEBA) in accordance with section 12.11 Cash out of Sick Leave.

Article 21 - Education/Training/Certification

- 21.1 Required Training, Education, and Certification - The expenses of special training, education, and certification or recertifications required by the City shall be paid by the City or reimbursed by the City including registration, transportation, food, and lodging (per thresholds established by City Travel policy)

The employee traveling to/from and time spent in attendance at such training and education will be compensated at the appropriate rate of pay, either straight time or overtime, in accordance with the City Travel policy and FLSA regulations.

- 21.2 Educational Reimbursement – Employee are encouraged to read and refer to the Employee Policy Manual for continuing education reimbursement guidelines.
- 21.3 Voluntary Training – Voluntary training shall not be compensated. Voluntary training is training requested by the employee, not required by the City and which qualifies under FLSA regulation as non-compensable.
- 21.3.1 The City shall set aside limited funds for voluntary training tuition reimbursement to support personnel and professional growth. Employees may submit requests for reimbursement for non-mandatory classes, provided that the voluntary training benefits City operations, which shall be approved or denied at the discretion of the Fire Chief or their designee. Reimbursement is subject to the availability of funds and is not guaranteed.

- 21.4 Scheduling - The City retains the right to alter an employee's work schedule and/or work location with fourteen (14) calendar days' advance notice to manage the financial and operational impacts on the Fire Department (e.g. to avoid the necessity of having to pay overtime for the purposes of this Article).
- 21.5 Work Commitment – The City shall pay for all related costs and certification or license costs, for Employees to obtain a certification or license required to perform the essential functions of a position or for career advancement opportunities in the City of Oak Harbor Fire Department. Should an employee choose to separate from employment with the City before the third anniversary of the Employee's start date from commencement of full-time service subsequent to completion of the period of attainment of the certification or license, the City will require prorated repayment of those funds, the proration would be calculated on a monthly basis (the number of months remaining in the thirty-six (36) month period).
- 21.6 Educational Incentive – The City recognizes the value of education and has a vested interest in an employee's higher education goals needed to advance to the next level in their career. After successful completion of a twelve (12) month probation period, employees will be eligible for educational incentive pay. Employees must notify and provide proof of

completion of degree requirements to Human Resources that they possess an Associate's, Bachelor's, or Master's degree from an accredited college or university. Educational incentive pay shall be effective beginning with the next monthly payroll cycle following the Employee's written notification and approval by Human Resources. The following will be the criteria for the incentive pay:

- a. Associate's degree shall receive an additional 2% of the individual's base rate of pay.
- b. Bachelor's of Arts or Sciences degree in Fire Science, Emergency Medical Services, or Administration shall receive an additional 4% of the individual's base rate of pay.
- c. Master's of Arts or Sciences degree in Fire Science, Emergency Medical Services, Fire Command Administration, Public Safety, or Emergency Management and Planning and/or Administration shall receive an additional 4% of the individual's base rate of pay.

21.6.1 Education incentive is limited to a maximum of one degree, regardless of the number of degrees earned, which should be the highest-level degree the employee has obtained that fits the criteria of Article 21.6.

Article 22 – Longevity

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

After five (5) years to ten (10) years – 2%
After ten (10) years to fifteen (15) years – 3%
After fifteen (15) years – 4%

Longevity percentages are not compounded.

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

Article 23 – Technology

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

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

- 23.3 In-service training programs and courses at worksites will be offered during paid time. Employees are to receive training on the technology and how it may be used lawfully.
- 23.4 Employer provided electronic mobile devices must remain active during all work hours but may be turned off during lunches and breaks.

Article 24 - Off-Duty Employment

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

Article 25 - Work Stoppage

- 25.1 There shall be no strikes, slowdowns, stoppage of work or any interference with the efficient management of the fire department.

Article 26 - Drug and Alcohol Testing

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

provided with copies of all documents pertinent to the test sent to or from the employer by the laboratory. The employee will then have the option of having the untested sample submitted to a NIDA Certified lab of the employee's own choosing, to be tested at the employee's cost. If the retest results in a negative, the employer will reimburse the employee for all costs. The employer and employee will be given a copy of the results.

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

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

INITIAL TESTING

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

(1) If immunoassay is specific for free morphine, the initial test level is 25 ng/ml.

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

CONFIRMATORY TESTING

Cocaine metabolites	150 ng/ml
<u>Opiates</u>	
Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml
<u>Amphetamines</u>	
Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml
Benzoyllecgonine	

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

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

26.11 Medical Review Officer - The Medical Review Officer (MRO) shall be chosen and agreed upon between the Union and the Employer and must be a licensed physician with a knowledge of substance abuse disorders. The MRO shall be familiar with the characteristics of test (sensitivity, specificity and predictive value), the laboratories running the tests and the medical conditions and work exposures of the employee.

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

26.12 Laboratory Results - The laboratory will advise only the employee and the Medical Review Physician of the positive results. The results of a positive drug or alcohol test can only be released to the Employer by the Medical Review Physician once he has completed his view and analysis of the laboratory's test. The Employer will be required to keep the results confidential and it shall not be released to the general public.

26.13 Testing Program Costs - The Employer shall pay for all costs involving drug and alcohol testing as well as the expenses involved with the Medical Review Physician. The Employer shall also reimburse each employee for their time and expenses including travel incurred involved in the testing procedure only, if outside normal shift schedule.

26.14 Union Held Harmless - This drug and alcohol testing program was initiated by the Employer. The Union and its members agree to the program. However, the Union shall be held

harmless for the violation of any employee rights arising from the administration of the City's drug and alcohol testing program.

- 26.15 Changes in Testing Procedures - The parties recognize that during the life of this Agreement, there may be improvements in the technology of testing procedures which provide more accurate testing. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements. If the parties are unable to agree on the amendments they will be submitted to dispute resolution procedures as agreed upon in this contract.
- 26.16 No employee may refuse to take a drug or alcohol screen test when so ordered by a supervisor. No employee may contaminate, tamper with or alter in any way a urine drug/alcohol screen specimen or provide false information when responding to required questions for a drug or alcohol screen test.
- 26.17 Consent Forms - Drug and Alcohol Testing Consent Form (which will apply to all testing but alcohol breath test). A different form for breathalyzer testing will be provided by the Employer.

Article 27 - Military Leave

- 27.1 The City shall pay military leave of up to twenty-one (21) days per year for military service pursuant to RCW 38.40.060.

Article 28 - Seniority

- 28.1 Seniority – An employee's seniority shall be defined as that period from the employee's most recent first day of uniformed full-time compensated work with the Oak Harbor Fire Department, regardless of time served at any fire station location.
- 28.2 Employees with the same date of hire shall be assigned a seniority order, based on the individual's total score from the entire testing process of the Employer (i.e. Civil Service and the Department). The higher the total score, the higher the seniority ranking.
- 28.3 A seniority list shall be maintained by the Employer and shall be brought up to date prior to January 31st of each year. This list shall be forwarded to the Union President. The list shall show date of hire and date promoted, if any.
- 28.4 Seniority shall prevail in layoffs for all employees who have completed their initial probationary period, provided the senior employee is capable of performing the duties of the less senior employee. No new employee shall be hired until the laid off employees have been given the opportunity to return to work. Employees who are laid off shall be placed on a recall list for a period of three (3) years. Employees, if recalled, shall be recalled in inverse order of their layoff. Recalled employees returning from layoff in excess of one year will be subject to a physician's examination. Employees who are eligible for recall shall be given (30) thirty calendar days' notice of recall sent by registered mail. The recalled employee must notify the City of their intention to return to work within fourteen (14) calendar days of their receipt of the recall notice. The City shall have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by

the departing employee. It shall be the obligation and responsibility of the employee who was laid off to keep the City informed of their latest mailing address.

- 28.5 During the period that any employee is on an authorized leave of absence without pay, seniority shall accrue. If an employee is on layoff status, seniority shall not accrue. Upon returning to work after such leave or layoff, the employee shall be granted the level of seniority previously accrued.
- 28.6 Employees affected by a temporary reduction (layoff) of work hours may accept a reduced work opportunity without loss of seniority status. Loss of seniority status shall occur only if an employee requests a change for personal reasons.

Article 29 - Jury and Witness Duty

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

Article 30 – Promotions

- 30.1 Promotional Exams and Lists - All promotions within the bargaining unit shall be by competitive examination, impartial, and relate to those matters which test the candidate's ability to perform the tasks listed in the job description for the position. All promotional vacancies for classifications within the bargaining unit shall be filled by promotion from within the Fire Department.
- 30.2 In preparation of a promotional exam, the City shall inform the Union of the promotional process. A Union Executive Board representative or designee may, at their option, attend and participate in meetings, to discuss exam content, date, place, and time of exam; and details regarding how the exam(s) will be scored. Such representatives shall not participate in the examination. Announcements for promotional examinations and resource materials for the examinations shall be posted at each Fire Station fourteen (14) days preceding the examination. Applications received after the closing date will not be considered.
- 30.3 Applicants shall be notified of their rank following approval by the Civil Service Commission.

Article 31 - Physical Fitness

- 31.1 The City and the Union recognize the physical and mental health of bargaining unit employees is of vital importance in fulfilling the responsibilities of the job of Firefighter.
- 31.2 The City and the Union define and establish a Physical Fitness Wellness program for the members of the bargaining unit utilizing the guidelines established in the "Fire Service Joint

Labor Management Wellness-Fitness Initiative" which is a partnership between the International Association of Firefighters and the International Association of Fire Chiefs.

The Wellness portion of the program contains an annual medical exam for which all testing, bloodwork, and imaging shall be pre-authorized by their insurance carrier before scheduling the exam. Any remaining costs not covered by insurance are covered by the City. The annual medical exam will include at a minimum:

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

All information gathered as a result of the pre-screening and wellness testing process shall remain confidential between the medical or other service provider and the employee. All requests for medical history shall be in accordance with law. The physician shall be allowed to provide the City with information which relates to the employee's medical fitness for duty according to a mutually agreed upon standard set by the Union and the City. The standard is set at 12 METS (see form in Appendix A). This Physical Fitness Program shall be non-punitive.

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

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

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

Article 32 - Non-Discrimination

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

Article 33 - Grievance Procedure

- 33.1 Purpose. The purpose of this procedure is to provide a process for the prompt and fair resolution of grievances. This procedure shall be the exclusive means of resolving grievances. Nothing in this procedure shall preclude an employee or the Union from resolving disagreements informally; provided, that the resolution is consistent with the terms of this Agreement.
- 33.2 Definition of Grievances. A grievance is a dispute between the Employer and the Union, on its own behalf or on behalf of an employee(s), over an alleged violation, misinterpretation or misapplication of an express term or provision of this Agreement.
- 33.3 Time Limits.
- 33.3.1 Time limits within the grievance procedure may be waived or extended by the mutual agreement of both parties. If the Union, on behalf of the employee(s), fails to act or respond within the specified time limits, the grievance will be considered waived. If the Employer fails to respond within the specified time limits, the grievance will proceed to the next step of the grievance procedure.
- 33.3.2 The day after the event, act or omission (or in the case of the initial submission of a grievance at Step 1, the day after the employee(s) or Union knew or reasonably should have known of an event, act or omission) shall be the first day of a timeline under this Article. In the event that a time limit under this Article ends on a weekend or holiday, the deadline will be extended automatically to the following Employer business day.
- 33.3.3 Submissions will be considered timely under this Article if they are received by 5:00 p.m. on the last day called for under an applicable time limit.
- 33.4 Submission of Grievances and Responses.
- 33.4.1 All grievances and requests for arbitration must be submitted to the Employer's Human Resources office, by hard copy or electronic mail. Employer responses will be submitted to the Union's business office by hard copy or electronic mail, with copies to the Union steward and grievant (if applicable).
- 33.4.2 Employees who have not successfully completed their initial probationary period shall not have the right to file grievances under this procedure involving dismissal or demotion.

33.4.3 Unless mutually agreed, grievances alleging multiple contract violations that do not arise out of a nucleus of common facts must be submitted, and will be processed, separately.

33.4.4 Grievances shall include the following:

- a. the specific provision(s) of the Agreement allegedly violated, misinterpreted or misapplied.
- b. a statement of the facts upon which the grievance is based, including the date on which the alleged grievance occurred; and
- c. the remedy sought.

33.4.5 Unless mutually agreed, no new issues may be added to a grievance once it has been submitted at Step 1.

33.4.6 The Employer and the Union shall supply each other with requested information reasonably needed to facilitate the processing of the grievance. Meetings to discuss any grievance shall be scheduled at mutually convenient times.

33.4.7 Process.

- a. Step 1. The Union shall submit the grievance to the Department Head with a copy to Human Resources within ten (10) calendar days of the day the employee(s) or the Union knew or reasonably should have known of the event(s) giving rise to the grievance. The Department Head will respond to the grievance in writing within ten (10) calendar days after receipt.
- b. Step 2. Should Step 1 fail to resolve the grievance, within ten (10) calendar days following receipt of the Step 1 response, the Union may advance the written grievance to the City Administrator for their consideration. The City Administrator will respond in writing to the grievance within ten (10) calendar days after receipt of the Step 2 grievance.
- c. Step 3. Should Step 2 fail to resolve the grievance, the Union may submit a written demand to mediate the grievance within ten (10) calendar days after its receipt of the City Administrator's Step 2 response.

33.5 Mediation Procedure.

33.5.1 If the Union requests mediation, the Union or the City Administrator shall forward a request to the Public Employees Relations Commission (PERC) to assign a mediator from the PERC staff. Upon designation of the mediator, the parties will make every attempt to schedule a date for mediation within fifteen (15) days.

33.5.2 Proceedings before the mediator shall be confidential and informal in nature. No transcript or other official record of the mediation conference shall be made.

- 33.5.3 The mediator shall attempt to ensure that all necessary facts and considerations are revealed. The mediator shall have the authority to meet jointly and/or separately with the parties and gather such evidence as deemed necessary.
- 33.5.4 The mediator shall not have the authority to compel resolution of the grievance. If the mediator is successful in obtaining Agreement between the parties, he/she shall reduce the grievance settlement in writing. Said settlement shall not constitute a precedent unless both parties so agree.
- 33.5.5 If the parties to the dispute mutually agree that the mediation is not producing a resolution or if the mediator concludes that further proceedings will not be productive, the mediation will be ended.
- 33.5.6 If mediation fails to settle the dispute, the mediator may not serve as arbitrator in the same matter nor appear as a witness for either party. None of the statements or offers of compromise made in mediation can be used in any future arbitration as evidence against the City or the Employee.

33.6 Arbitration.

- 33.6.1 Arbitrator Selection. The parties may mutually agree upon an arbitrator. In the event that no such agreement is reached within fourteen (14) calendar days of Union's arbitration demand, the Union will request a list of seven (7) arbitrators from Washington and/or Oregon provided by the American Arbitration Association (AAA), Washington State Public Employment Relations Commission (PERC), or from any other mutually agreed source. Within seven (7) calendar days following the receipt of the list of eligible arbitrators, the parties' representatives will meet or confer to select an arbitrator. The parties will each strike three (3) arbitrators from the list in an alternating order, and the remaining arbitrator shall hear the dispute. The party exercising the first strike shall be the loser of a coin flip.
- 33.6.2 Arbitrability. Unless otherwise agreed by the parties, challenges to the procedural arbitrability of a grievance shall be resolved in a proceeding separate from and prior to arbitration on the merits of the grievance. Within fourteen (14) calendar days following receipt of an arbitrator's decision ruling that a challenged grievance is subject to arbitration, the parties will begin the process described in Section 1.5.1 to select an arbitrator to rule on the merits of the grievance.

33.6.3 Authority. The arbitrator:

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

- 33.6.4 Procedure. Arbitration will take place in accordance with the Labor Arbitration Rules of the AAA, PERC, or other mutually agreed source unless the parties agree otherwise in writing.
- 33.6.5 Decision. The arbitrator will issue a written decision to the parties within thirty (30) calendar days after the close of the hearing(s) or the submission of post-hearing briefs, whichever is later. The decision of the arbitrator shall be final, conclusive, and binding on the Employer, the Union, and the Employee (s); provided that the decision does not include action by the arbitrator beyond their jurisdiction.
- 33.6.6 Arbitration Costs.
- a. The expenses and fees of the arbitrator and the cost (if any) of the hearing room will be shared equally between the parties. If one party chooses to use a court reporter, the requesting party shall bear the costs associated with the court reporter. The other party may obtain a copy of the court reporter's report by agreeing to share the cost of the court reporter at the time it makes the request for a copy of the report and transcript, and by paying half the costs charged to produce the report and transcript.
 - b. If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The cost of any postponement or cancellation based on mutual Agreement will be shared equally by the parties.
 - c. Each party is responsible for the costs of its staff representatives, attorneys, witnesses and all other costs related to the development and presentation of its grievance.

Article 34 - Savings Clause

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

Article 35 - Duration

- 35.1 This Agreement, and all of the terms and conditions herein, shall be the entire collective bargaining Agreement of the parties. It shall become effective and shall remain in full force and effect until December 31, 2027.

Dated this 16th day of December 2025.



Mayor Ronnie Wright
City of Oak Harbor



President Otto Haffner
Oak Harbor Firefighters' Local 4504 IAFF

APPENDIX A

WELLNESS FITNESS FORM FOR MEETING THE STANDARD OF 12 METS

Fire Fighter: _____ Physical Exam Confirmation Date: _____

I authorize Broadway Concierge Medicine to release this document to the Oak Harbor Fire Administration. Only information as it relates to Maximal Mets Achieved on the Treadmill Test will be released to the department. Fitness for Duty, as defined by Oak Harbor Fire Department, is determined by the Fire Fighter achieving 12 METs. Information given to the department will note whether Fire Fighter Did Not Meet / Met / Exceeded 12 MET Standard. No other medical information or other personal information or findings of the Wellness/Physical Exam is to be shared with the department and remains confidential between Washington Institute of Sports Medicine & Health, and myself.

Fire Fighter Signature

The physical Exam components include the following:

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

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

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

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

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

_____ Did Not Meet / Met / Exceeded the Oak Harbor Fire Department
FITNESS FOR DUTY STANDARD of 12 METS Maximal Functional Capacity on the Maximal Treadmill
Test.

Sincerely,

Physician Signature

APPENDIX B

Confidential Reinstatement Agreement
Oak Harbor Firefighters Union

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

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

ACKNOWLEDGMENT

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

Date: _____

Employee Signature

Copy received and acknowledged:

Initials _____

Print Name of Employee

APPENDIX C

**DRUG TESTING
CONSENT / RELEASE**

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

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

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

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

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

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

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

Date _____

Employee _____
