

CONTRACT NO. 100-15

**AGREEMENT**

**Between**

**CITY OF RICHLAND**

**and**

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS UNION -  
RANK & FILE, LOCAL #1052**

January 1, 2015 – December 31, 2017

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THIS AGREEMENT is entered into by and between the City of Richland, Washington, hereinafter referred to as the City, and the International Association of Fire Fighters Union, Local #1052, hereinafter referred to as the Union. It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union, to provide for equitable and peaceful adjustment of differences, which may arise, and to establish proper standards of wages, hours and other conditions of employment.

## ARTICLE 1 -- RECOGNITION

### 1.1 Unit Description

The City hereby recognizes the Union, as the exclusive bargaining agent for all classifications enumerated in Appendix "A", and all employees of the Fire and Emergency Services Department except the positions of Battalion Chief and above, non-uniform secretary/clerical positions, employees of the Department that are not uniformed employees as defined by RCW 41.56, and confidential employees.

### 1.2 Communications and Notices

Any notices to be given hereunder by either party to the other, except formal grievances, shall be effected in writing either by personal delivery or by first class mail as follows:

To the City

Human Resources Director  
2700 Duportail  
Post Office Box 190  
Richland, Washington 99352

To the Union

President  
Post Office Box 607  
Richland, Washington 99352

## ARTICLE 2 -- NON-DISCRIMINATION

2.1 Charges of discriminatory conduct by either party to this agreement except claims of discrimination for Union membership or activity are not subject to appeal or disposition through the arbitration procedure set forth herein, but may be taken to other appropriate State and Federal Agencies for adjudication. Nothing in this section shall be deemed to prevent either party from fully representing its constituents and interest in any appropriate forum relative to questions of discrimination except arbitration.

2.2 The City and the Union agree not to discriminate against any employee for his membership or non-Union membership in the Union.

2.3 Whenever words denoting the masculine gender are used in this Agreement, they are intended to apply equally to either gender.

### ARTICLE 3 -- UNION SECURITY

3.1 Any employee who is not a member of the Union, shall as a condition of employment, pay the Union a monthly service charge equal to the monthly Union dues as a contribution towards the administration of this Agreement. Employees who fail to meet this requirement shall be discharged. The right of non-association of employees, based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member are safeguarded. Such employee shall pay an amount of money equivalent to regular Union dues and initiation fee to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Union. The employee shall furnish written proof that such payment has been made. If the employee and the Union do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

### ARTICLE 4 -- UNION BUSINESS

4.1 Except as provided in Section 4.2 below, a Union member who is an employee in the bargaining unit will be granted time off without pay while attending Union associated conventions, seminars, meetings, and Union/City litigation matters, provided (1) he notifies the on-duty Battalion Chief or above in writing at least forty-eight (48) hours prior to the time off. (2) The City will have sufficient employees available to man the department during this time off. (3) An employee called in to replace another employee, who is off on Union business (including time spent in face to face negotiations), will receive straight time pay and overtime pay as required by the FLSA. The Union will reimburse the City the amount over straight time pay if the cost of replacement exceeds the member's pay at the regular hourly rate. Members of the negotiating team while on duty at said time they are negotiating while within the City of Richland shall be on-duty available for response.

4.2 The City shall deposit twelve (12) hours per bargaining unit position per year into the Union's Business Leave Bank. This bank will be used, at the discretion of the principal officers of the Union, to offset the cost of time off for Union business (attendance at Union associated conventions, seminars, meetings, etc.). Union Business Leave will be paid back to the City from the leave bank on an hour for hour basis unless the leave causes overtime, in which case, it will be paid back at the overtime rate.

Other than payroll administration, the Union shall be responsible for the administration of the total annual hours that goes into the bank. A maximum of 216 hours may be carried over from year to year. The City shall have sufficient employees available to staff the department during this time off and an employee called in to replace another employee, who is off on such business, will receive overtime pay, which shall be cost neutral to the City.

The on-duty Battalion Chief shall be notified by a principal officer of the Union, at least twenty-four (24) hours prior, that a member will be off on Union Business. It shall be the responsibility of the Battalion Chief to document the absence and arrange for the replacement of staffing if necessary. Union Business Leave shall not affect a member's

ability to use accrued leaves or the City's ability to meet operational needs.

4.2.1 In 2009, the Union and the City agreed to create a Union Business Leave Bank (UBLB) by reducing each bargaining unit member's sick leave accrual by two (2) or four (4) hours per month in exchange for depositing twelve (12) hours per bargaining unit position per year into the UBLB.

4.3 The Union shall retain the privilege of holding Union Meetings at the Central Fire Station during standby/non-structured duty hours, provided that on-duty employees shall, with the exception of the Union President, Vice-President and Secretary remain at their respective duty stations. Audio-visual equipment linking the Central with other stations has been installed by the City, and said audio-visual equipment may be used by the Union for its meetings. Operating costs will be borne by the City. The Union will bear the replacement or repair cost for physical damage to equipment other than warranty or normal wear. In the event the equipment is out of order, one company within four (4) miles of the Central Station may move up to the Central Station for Union meetings.

4.4 No Union member or officer shall conduct any Union business on City scheduled active duty/structured duty work time on the City's premises, except during breaks, lunch, or as provided within Article 4.

4.5 Nothing in this Article shall preclude the two parties from meeting at reasonable times to discuss areas of mutual concern when mutually agreed.

4.6 Professional Standards. In keeping with professional ideals and standards, neither the Union nor the City shall invoke the name of the other party as a sponsor or supporter to any fund-raising activities without the written agreement of the duly designated representative of the sponsoring party.

## ARTICLE 5 -- PAYROLL DEDUCTION

5.1 The City agrees to deduct twice a month dues and assessments certified to be current by the Treasurer of the Union from the pay of those employees who individually request, in writing that deductions be made. The total amount of deductions shall be remitted by the City to the Treasurer of the Union. This authorization shall remain in force during the term of this Agreement.

5.2 The Union shall indemnify and save the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the City in reliance upon documents or cards or other information furnished to the City by the Union in complying with any of the provisions of this Article.

## ARTICLE 6 -- OCCUPATIONAL DISABILITY ALLOWANCE

6.1 The City will provide an occupational disability allowance for such employees injured in the line of duty and eligible for time loss payments under State Workers' Compensation Law. The allowance shall be limited to the number of fire fighter shifts normally scheduled for employees during a calendar year. The occupational disability allowance will be made only when it has been determined that a job-related injury/occupational disease has occurred and will continue as long as such job related injury/occupational disease continues, subject to the maximum limit of one (1) year from the date of injury, to include light duty time.

The allowance shall begin with the date of the job-incurred injury, which the employee would have worked had an on-the-job injury not occurred. The shift of injury is considered hours worked. The employee's following two (2) scheduled shifts for 24-hour shift employees, or the shift of injury plus the employee's following four (4) scheduled shifts for forty (40) hour employees shall be paid at 100% of the employee's straight time wages. The remaining shifts shall be equal to 80% of regular straight time wages. The remaining 20% of the regular straight time wages may be made up with accumulative sick leave and vacation leave at the employee's option. During the period of occupational disability or illness, all leaves for which the person was eligible for the accident or illness shall continue to accrue. Employees receiving holiday pay specified in Article 7 of this Agreement shall not have holidays credited to occupational disability leave.

All applicable payroll deductions, voluntary or otherwise will be subtracted from the optional leave allowance in excess of mandated time loss compensation as indicated under the Revised Code of Washington Title 51, Industrial Insurance or paid by employee reimbursement.

6.2 An employee receiving an occupational disability allowance pursuant to this article shall perform light duty tasks as outlined in Appendix "C" of this Agreement, and as provided by Washington State Industrial Accident Provisions, provided such light duty tasks will not continue more than six (6) months from the date the employee is determined to be disabled for the purposes of receiving benefits.

6.2.1 Employees brought back to work on light duty will work a forty- (40) hour per week schedule unless the employee is assigned to the Transitional Work Program pursuant to Appendix "C". The actual number of hours worked will not exceed forty (40) and shall be approved by the employee's physician.

Personnel transferring from a shift schedule to a day schedule while on occupational disability allowance shall maintain his/her shift accrual rates for vacation, sick leave, etc.

6.2.2 Employees shall not be required to report for light duty work during any period that the employee had prior to the disability, scheduled as a 1st or

2nd pick of vacation as provided by the department vacation policy. The employee at his option shall be placed on vacation leave as scheduled and shall have the leave charged against his accrued vacation leave as appropriate. This clause applies only during the first six months of occupational disability leave.

## ARTICLE 7 – HOLIDAYS

7.1 Except as provided in Section 7.6 for employees working 40-hours per week, it shall be the practice of the City to pay cash compensation in lieu of time off for holidays.

7.2 The following holidays are recognized:

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas
Floating Holiday	

Each of the above-listed holidays, except for Christmas and New Year's Day, shall be observed on the same day that the holiday is observed by the City. The Christmas holiday shall be observed on December 25th of each calendar year, and the New Year's Day holiday shall be observed on January 1st of each calendar year.

7.3 The floating holiday shall be paid during the pay period of the employee's choice, as indicated on the employee's time card. All employees shall schedule their floating holiday in a pay period in the year it is accrued. The employee receiving the holiday pay shall be on the same work routine as the remainder of the shift. Temporary employees shall not be eligible for the floating holiday unless they have worked for the City for a period of six (6) continuous months.

7.4 Twenty-four (24)-hour-shift personnel shall be paid 14 hours pay at their regular rate of pay for each recognized holiday during the pay period in which the holiday falls, in addition to the employee's regular pay.

7.5 An employee on any leave except "Leave Without Pay" shall receive holiday pay for any and all holidays occurring during the term of said leave (this includes Occupational Disability Allowance Time listed in Article 6).

7.6 Forty (40) hour week (day-shift) personnel shall receive the above holidays (Section 7.2) off. In the event a holiday should fall on the employee's regularly scheduled day off, the employee shall receive another regularly scheduled workday off in lieu of the holiday.

## ARTICLE 8 -- UNION BULLETIN BOARDS

8.1 The City agrees to furnish and maintain suitable boards in a convenient place in each station and work area to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

## ARTICLE 9 -- CITY RIGHTS AND RESPONSIBILITIES

9.1 Subject to the provisions of this Agreement, the Union recognizes:

9.1.1 The prerogatives of the City to operate and manage its affairs in all respects and in accordance with its responsibilities and powers and;

9.1.2 That the City reserves those rights concerned with the management and operation of the Department which includes, but is not limited to the following:

9.1.2.1 To recruit, hire, assign, transfer, and promote members to the positions within this Department,

9.1.2.2 To suspend, demote, discharge, or take other disciplinary actions against members for just cause,

9.1.2.3 To determine methods, means, and personnel necessary for the Department operations,

9.1.2.4 To control the Department Budget,

9.1.2.5 To introduce and use new or improved methods, equipment or facilities.

9.1.2.6 To take lawful actions, not in violation of this Agreement, in order to assure the proper functions of the Department.

## ARTICLE 10 -- PREVAILING RIGHTS

10.1 All rights and privileges held by the employees at the present time which are not included in this Agreement shall remain in force, unchanged and unaffected in any manner. These rights and privileges shall include but not be limited to the following:

10.1.1 Employees shall have the right to retain store call in its present form, provided that shift officers shall consider energy conservation in scheduling and implementing store call.

10.1.2 Employees shall maintain the right to use "crew room" during leisure

hours.

10.1.3 Employees shall maintain kitchen and sleeping rights.

10.1.4 Employees shall retain guest and personal telephone privileges in local area and agree to charge all personal long distance calls to a non-City number.

## ARTICLE 11 -- PERFORMANCE OF DUTY - RULES AND REGULATIONS

11.1 Nothing in this Agreement shall be construed to give an employee the right to strike and no employee shall strike or refuse to perform his assigned duties to the best of his ability during the term of this Agreement.

11.2 The Union agrees that it will not condone or cause any strikes, slowdowns, mass sick call or any other form of work stoppage, or interference of normal operations of the Department during the term of this Agreement.

11.3 The Union agrees that its members shall comply in full with the Fire and Emergency Services Department Rules and Regulations, including those related to conduct and work performance.

11.4 The City agrees that the Department Rules and Regulations, Policies and Procedures, and Guidelines, promulgated after the effective date of this Agreement, which affect working conditions and performance, shall be posted on the Union bulletin boards, and shall be subject to the grievance procedure, if brought within 15 days of the date the order is posted on the Union bulletin boards, as to whether or not such Rules, Policies and/or Guidelines are in conflict with any provisions of this Agreement.

11.5 The Union recognizes the City's right to establish minimum qualifications that must be met by newly hired fire fighters prior to being assigned to shift duties. A copy of these established minimum qualifications shall be furnished to the Union, and any changes to said qualifications shall be provided to the Union at least thirty (30) days prior to implementation of the change or changes. Nothing in this clause shall be viewed as a waiver by the Union of their existing rights to bargain such issues as provided by RCW 41.56, nor does it create any new rights.

## ARTICLE 12 – UNIFORMS

12.1 All uniforms, protective clothing, devices required of employees in performance of their duties and cleaning thereof shall be furnished by the City, except dress shoes, shorts, undershirts, socks, and belts, unless the City requires they be worn.

12.2 City shall provide four (4) new t-shirts and one (1) sweat shirt annually. They will be laundered by employee.

## ARTICLE 13 -- SHIFT TRADES

13.1 Employees shall have the right to exchange shifts with equally qualified persons, with the approval of their Battalion Chiefs.

## ARTICLE 14 -- PERSONNEL REDUCTION

14.1 In the case of personnel reduction, the employee having the least seniority in the Fire and Emergency Services Department shall be laid off first. Time in the Fire and Emergency Services Department shall be given first and utmost consideration. In the case of reduction in rank, time in position shall be given first consideration. If time in position is equal, scores on the Certification List(s) shall govern, such that the employee with the lowest score on the most recent certification list shall be reduced-in-rank first. If scores on the certification list are equal, then time in the Fire and Emergency Services Department shall govern such that the employee with the least time shall be reduced-in-rank first.

14.2 When employees are laid off, their names shall be placed on an employment list in order of seniority, with the employee having the most seniority at the head of the list, and the person with the least seniority at the bottom. This list shall stand for a period of two (2) years and no new employees may be hired during that period until the laid-off personnel have been given the opportunity to return to work.

14.3 Persons being re-promoted to positions held prior to being reduced-in-rank shall be re-promoted in the reverse order from which they were reduced in rank.

## ARTICLE 15 -- WORKING OUT OF CLASSIFICATION - EFFECT ON PAY

15.1 Any person covered by this Agreement who is required to accept the responsibilities and carry out the duties of the position or rank above that which he normally holds shall be compensated in the following manner:

15.1.1 An employee shall receive compensation per shift for a minimum number of hours worked out-of-classification, as set forth below. In the event two (2) employees work an equal twelve (12) hours out-of-classification for the same position, during a twenty-four (24) hour shift, the employee working the 8:00 a.m. to 8:00 p.m. portion shall receive the out-of-classification pay. No more than the compensation set forth below per position, per shift, shall be paid. Any employee working out-of-classification will be paid the higher amount only for those shifts he works out-of-classification. At the completion of six (6) continuous months out-of-classification, the employee will be entitled to the E step rate of pay in the out-of-classification position, so long as the employee continues to work the out-of-classification position. This provision shall apply to all suppression officer positions covered by this Agreement.

0.75% x F step Fire Fighter for minimum of 8 hours

15.2 Rank and File Captains working in the B/C bargaining unit

- A. If the B/C position is unable to be filled by a B/C, then a qualified off duty Rank and File Captain will be called in to work the position of B/C.
- B. Pay will correspond to the OT Pay Article in the Collective Bargaining Agreement (CBA) for Rank and File, in addition, the employee will receive "Out of Classification Pay" any time they work in the B/C's position.
- C. If an eligible Captain is not available, an eligible on duty Captain will be upgraded to the position of B/C with the current call-in policy being utilized to replace the Captain who was upgraded to B/C. However, if staffing levels allow for a Captain to be upgraded and enough personnel are on duty that a call-in is not necessary then no call-in will take place.

*Note: The upgrading of a Captain to the Position of B/C will not impact the ability of on duty rank and file personnel to utilize accrued leaves. (Ex. If a Captain is upgraded to B/C and during the shift somebody would like to utilize an accrued leave then they will have the ability to do so, and another Rank & File member will be called in to replace that employee.)*

- D. Upgrade pay for the on duty Captain who is required to fill the B/C position will be 2% of the monthly pay for F step Captain for any shift or portion of a shift in which they are required to assume the duties of a B/C.
- E. If no eligible Captains are available or wish to accept the call-in, Rank and File members shall not be ordered in prior to the B/C's being ordered in.
- F. Rank and File Captains working in the BC bargaining unit is an arrangement intended to promote succession planning. The Department Director and Battalion Chiefs' representatives will meet to update policies related to this section, including limiting overtime eligibility to Captains who are both interested in BC career progression and who are sufficiently qualified for such progression.

ARTICLE 16 -- VACANCIES AND PROMOTIONS

16.1 The right to determine whether or not a vacancy in any position covered by this Agreement is to be filled, and, if so, when, is vested solely in the City.

16.2 If a permanent vacancy should occur, the City may not through a series of "out of classification" appointments avoid promoting individuals to gain advantage of the lower pay scale provided by this article.

16.3 All vacancies shall be filled through a competitive examination process determined by

the City of Richland Personnel Committee.

16.4 When it is determined by the City that a vacancy in a position covered by this Agreement is to be filled, appointment to the position shall be made by the appointing authority from among the top three (3) names on the certification list established for the position. If requested by the employee(s), the appointing authority, for informational purposes only, shall give the passed-over candidate(s) valid written reasons for not being selected.

16.5 Promotional testing for Lieutenants and Captains will be conducted in a single test in February of even years. Candidates for either rank will be subject to the same processes during the test, including the same study materials, the same applications requirements (exception: the prerequisites for testing described in the job descriptions for each rank remain), the same test components, but with distinct scoring criteria for each rank. Two lists will be formed from the testing process; one for Lieutenant and one for Captain. Promotional lists shall be in effect for two (2) years. The City may void the list if there are less than three (3) names on the list.

Employees remaining on the list will be given a written valid reason for the cancellation.

16.6 The provisions of this Article do not apply to the filling of vacancies in positions not covered by this Agreement. See Article 1.1.

16.7 Members who have passed the previous Lieutenants test are eligible to test for the position of Captain provided they have completed twenty-five (25) consecutive years with the Richland Fire Department.

## ARTICLE 17 -- GRIEVANCE PROCEDURE

17.1 A grievance means a claim or dispute by one employee or group of employees with respect to the interpretation and application of the provisions of this Agreement. Any issue that has been appealed to the Personnel Committee with the approval of the Union shall not be considered a grievance or subject to the grievance procedure herein and vice versa.

17.2 Nothing in this Agreement shall preclude the right of the two (2) parties to meet and verbally discuss the grievance in an attempt to resolve the issue.

17.3 Grievances as herein defined shall be processed in the following manner:

**17.3.1 Preliminary Procedure.** An employee or group of employees, who feel they have a grievance, may present such grievance within thirty (30) calendar days of when such matter comes to the attention of the employee. Such grievance should be submitted in writing to the employee's supervisor, preferably on a standard form, who shall attempt to resolve it within Twenty one (21) calendar days after it

is presented to him; provided that no grievance in this stage shall be pursued beyond the Fire and Emergency Services Director.

**17.3.2 Step 1.** If the grievance is not resolved in the preliminary procedure, the employee shall have ten (10) calendar days to notify the Union Grievance Committee, in which case it shall be settled in the following manner: The Union Grievance Committee, upon receiving a written and signed petition, shall determine within ten (10) calendar days if a grievance exists. If in their opinion no grievance exists, no further action is necessary. If a grievance does exist, they shall, with or without the physical presence of the aggrieved employee, present the grievance to the Fire and Emergency Service Director in writing within fifteen (15) calendar days who shall attempt to resolve it within twenty one (21) calendar days after it has been presented to him. The written grievance shall include a statement including the specific Article(s) or Section(s) of the Agreement allegedly violated, the specific facts, and specific remedy sought.

**17.3.3 Step 2.** If the employee or employees are not satisfied with the response of the Fire and Emergency Services Director, the written grievance may be presented to the City Manager, together with all pertinent materials, by Union representatives within thirty (30) calendar days of receipt of the Fire and Emergency Services Director's response. The City Manager shall attempt to resolve the grievance within twenty one (21) calendar days.

**17.3.4 Step 3.** Any grievance involving the interpretation or application of this Agreement, which is not resolved in accordance with the foregoing procedure, may be referred to arbitration by the Union within thirty (30) calendar days after receipt of the City Manager's answer in step 2. The arbitrator shall be a member of the American Arbitration Association (AAA) or Federal Mediation Conciliation Service (FMCS) and shall be selected in accordance with the established procedures of the AAA or FMCS, depending upon which agency is used. The cost of arbitration shall be borne 1/2 by the City and 1/2 by the Union. Each party is responsible for its own costs and attorney's fees. The arbitrator shall render his decision based on the interpretation and application of the Agreement. The decision shall be final and binding upon the parties to the grievance, provided that the decision does not involve action by the City which is beyond its jurisdiction, and provided further that the decision of the arbiter is not arbitrary, nor capricious, nor exceeds his authority.

**17.4** The City and the Union may agree to extend the time limits of any of the above steps if mutually agreed to by both parties.

**17.5** Neither the arbitrator nor any other person or persons involved in the grievance procedure shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.

**17.6** No settlement of a grievance with any employee shall be contrary to the terms of this Agreement.

## ARTICLE 18 -- WAGES

18.1 The types of employment and wages for all employees covered by this Agreement shall be listed in Appendix "A", attached hereto and by this reference incorporated herein.

18.2 When an Assistant Fire Marshal, Deputy Fire Marshal, Training Program Officer, or EMS Program Officer is promoted and transferred back to a shift, the aforementioned action will result in that employee being placed in the E step of the appropriate range.

## ARTICLE 19 – HOURS

19.1 The hours of duty shall be approximately 48.154 hours a week as per those presently worked provided a total of seventeen (17) Kelly days shall be scheduled off. Ten (10) shifts off will be periodically scheduled on a rotating basis. Seven (7) more shifts may be scheduled off, by the employee, prior to July first, on a manpower available basis, or as scheduled in with a vacation pick period. In accordance with Kelly Day and vacation policies.

19.1.1 The 40-hour week, day-shift positions (Assistant Fire Marshal, Deputy Fire Marshal, Training Program Officer, and EMS Program Officer) shall serve three (3) years in position from the time of appointment unless appointed through the Mandatory Assignment Procedure. A member may serve additional years in position at the discretion of the Director of Fire and Emergency Services.

19.1.2 For employees classified as Assistant Fire Marshal, Deputy Fire Marshal, Training Program Officer, and EMS Program Officer, the hours of work shall be forty (40) hours per week. The work schedule shall normally be four (4) ten (10) hour days. A schedule of five (5) eight (8) hour days per week may be scheduled with the approval of the Director of Fire and Emergency Services.

19.1.3 For recruit firefighters, the hours of work shall be 48.154 hours a week to be scheduled by the Director.

19.2 Employee structured work hours, for scheduled activities, shall be 8:00 a.m. to 5:00 p.m. Monday through Saturday. Structured work hours for Sundays shall be from 8:00 a.m. to 12 noon. Holidays except Christmas and Thanksgiving shall be from 8:00 a.m. to 12 noon. Christmas and Thanksgiving shall be from 8:00 a.m. to 10:00 a.m.

19.3 Employees who are required to work beyond structured duty hours into their non-structured time shall have non-structured time work paid back on an hour for hour basis provided the duties performed during non-structured time pursuant to item "A" through "J" of Section 19.4 shall not be eligible for payback except duties performed during non-structured time pursuant to "H and I" which shall be paid back on an hour for hour basis.

19.4 The following specific duties will continue to be performed as they have

been in the past when they occur during leisure hours:

- A. Officers' reports
- B. Records Management System (RMS) entries
- C. Routine paperwork
- D. Incident reports
- E. Assuring the front line readiness of emergency apparatus; i.e., cleaning up of vehicles, replenishing air supplies, hose, etc.
- F. Special requests helicopter standby
- G. Medication and drug checks as required
- H. Assist in testing entry-level applicants during two (2) consecutive work days each calendar year
- I. Participate in Department Open House on one Saturday until 1600 hours and clean-up thereafter
- J. Other past duties which may later be identified and agreed to by the parties to this Agreement.

#### ARTICLE 20 -- FIRE EDUCATION INCENTIVE PROGRAM

20.1 The purpose of this program is to provide incentive pay for members of the Fire Department to seek additional education in order to meet the ever changing needs and demands placed upon Fire department.

20.2 This program is based on college units and college degrees within the Fire Service as defined under a Fire Science/Fire Administration Program curriculum. Subjects not related directly to the fire field but part of the requirements or electives towards a degree shall be counted as a part of this program as defined in Section 20.5.

20.3 All applications for education incentive shall be presented to the Fire & Emergency Services Director prior to becoming eligible for credit under this program. Personnel achieving an Associate or Bachelor Degree in Fire Science/Fire Administration shall be paid the percentage indicated in 20.5 for said degree.

20.4 When a fire fighter has not received a degree, courses/credits completed will be accepted under this program as set forth below.

20.5 Requirements for Education Incentive Pay.

<b>% OF BASE PAY</b>	<b>AA DEGREE/CREDITS</b>	<b>BA/BS DEGREE/CREDITS</b>
1%	20% of credit requirements	10% of credit requirements
2%	40% of credit requirements	20% of credit requirements
3%	60% of credit requirements	30% of credit requirements
4%	80% of credit requirements	40% of credit requirements
5%	AA Degree	50% of credit requirements
6%		60% of credit requirements
7%		70% of credit requirements

8%		80% of credit requirements
9%		90% of credit requirements
10%		BA/BS Degree

20.6 All employees receiving education incentive pay on January 1, 2007 shall not suffer a reduction in existing percentage of compensation because of the agreed upon revisions. Eligibility for any further increases shall be contingent upon meeting the requirements set forth above.

20.7 To receive credits for Fire Education Incentive Pay, bargaining unit members must provide a transcript and Fire Science/Fire Administration curriculum from the college issuing the transcript. A letter from the course administrator is required for determination of appropriate credit allowance. Credits offered for pay under this program must have a "C" grade average.

20.8 Requests for pay in excess of the 5% step level must be predicated on upper division level credits for classes that fit into a four (4) year Fire Science/Fire Administration curriculum for a four (4) year college degree. Unused service credits to the maximum of thirty (30) may be used as upper division electives if accepted by the college.

20.9 All members of the bargaining unit in classifications covered by this labor agreement are eligible to participate in the Education Incentive Program.

ARTICLE 21 -- SICK LEAVE

21.1 Sick Leave for LEOFF II Employees. Full-time and temporary LEOFF II employees shall accrue sick leave as follows:

	<u>Accrual Rate</u>
40 hour per week employees	7 hours per month
24 hour shift employees:	
1) With less than 1440 hours accrued sick leave	20 hours per month
2) With 1440 or more hours accrued sick leave	10 hours per month

Twenty-five percent (25%) of unused sick leave accrued by each LEOFF II employee will be paid to the employee by the City, up to a maximum pay out of \$10,000, when such employee separates from service with fifteen (15) or more years of employment with the Richland Fire Department.

21.2 Advance of Sick Leave for New Employees. New employees will be advanced a

sick leave allowance of 144 hours which is equal to that which would be accrued in 7.2 months at the LEOFF II accrual rate, and will begin their regular LEOFF II accrual at the end of 7.2 months' employment. An employee whose employment terminates for any reason during the first 7.2 months must repay the City for sick leave used in excess of the LEOFF II accrual rate for the period of actual employment. For temporary employees, sick leave advancement shall be limited to the amount that they would normally accrue during their period of employment.

21.3 Employees shall be allowed to donate accrued sick leave to other employees within the bargaining unit with less than thirty-six (36) months of service. A donating employee may give to more than one employee but not to exceed twenty-four (24) hours per receiving employee per year. Receiving employees can receive unspecified number of hours from various donors. Donation does not impact perfect attendance.

21.4 Non-Duty Sick Leave/Light Duty - LEOFF II employees on non-duty sick leave may agree to work light duty to extend their sick leave benefits.

21.4.1 The light duty work shall be restricted to the light duty job description as defined in Appendix "C" of this agreement, and the employee shall present the Fire Chief with a release from their doctor to perform this work. If possible, the release should include an estimated date of full recovery for return to full duty. Employees working light duty shall have their rate of sick leave used reduced by one hour for every hour of light duty worked or portion thereof.

The light duty schedule shall not exceed the employee's assigned average work week.

Hours worked shall not exceed the employee's assigned average work week. The actual number of hours worked will be agreed to between the employee and City.

21.4.2 If more than one employee is eligible and agrees to light duty work, the City shall split available work as evenly as possible among the eligible employees. The determination as to whether light duty work exists rests solely with the City.

21.4.3 Light duty under this agreement is available only to employees having sick or annual leave time available and shall not constitute a position nor extend beyond available paid leave time.

21.4.4 Light duty work hours may include medical rehabilitation to a maximum of two hours per day.

21.4.5 An employee on light duty may be assigned to the Transitional Work Plan (TWP) pursuant to Appendix "C".

ARTICLE 22 -- PAID LEAVES

22.1 Vacation Leave – Regular full-time employees shall accrue vacation time as set forth below, based on length of service with the City. No employee shall be eligible to use vacation time accrued until he/she has worked for the City a minimum of six (6) calendar months.

22.1.1 Employees working a 40-hour base week shall accrue vacation time on the following basis:

<u>Length of Service</u>	<u>Monthly Rate of Vacation Credit in Hours</u>
1st through 9 years	12
10th through 15 years	14
16th through 20 years	16
Over 20 years	18

Maximum vacation accrual shall be limited to 339 hours for the duration this Agreement for day-shift 40-hour personnel.

22.1.2 Employees working 24-hour shifts shall accrue vacation time on the following basis:

<u>Length of Service</u>	<u>Monthly Rate of Vacation Credit in Hours</u>
1st through 9 years	14
10th through 15 years	16.25
16th through 20 years	19
Over 20 years	21

22.2 Accumulation of vacation shall not exceed 408 hours at year's end.

22.3 Vacation Bonus Days -- Regular full-time employee(s) working a 40-hour base week and with one continuous year of service shall be eligible to earn one vacation bonus day (eight (8) hours) after non-use of sick leave and leave without pay collectively. Regular full-time employee(s) working fire fighter (24-hour) shifts who have completed one continuous year of service shall be eligible to earn one (1) vacation bonus fire fighter shift (24-hours) after non-use of sick leave and leave without pay collectively.

22.4 Family Leave -- Regular full-time employees shall be granted family leave for injury, illness, birth or death in the employee's family, when employee's presence is needed.

22.4.1 40-hour week employees shall be granted (forty) (40) hours family leave per year. 24-hour shift employees shall be granted seventy-two (72) hours family

leave per year.

22.4.2 Hours needed in excess of the limits listed in 22.4.1 shall be charged to sick leave or vacation per the employee's request after being approved by the on-duty Battalion Chief or above or as provided by State Statute. Sick leave used to extend family leave shall impact the employee's perfect attendance date.

22.4.3 For Family Leave purposes, "Employee's Family" shall be defined as the employee's spouse, son, son-in-law, daughter, daughter-in-law, mother, mother-in-law, father, father-in-law, sister, sister-in-law, brother, brother-in-law, grandfather, grandfather-in-law, grandmother, grandmother-in-law, grandchild, or any person permanently residing with the employee. Step relatives of the relations listed shall also be considered as part of the employee's family.

22.5 Personal Business Vacation Leave - Regular full-time employees working twenty-four (24) hour shifts shall be granted up to seventy-two (72) hours of personal business vacation leave annually.

22.6 Twenty-four (24) hours of the seventy-two (72) hours may be taken at the employee's discretion. Such time must be taken in blocks of eight (8) hours or more. Vacation shall be charged at the applicable overtime rate against the employee's accrued vacation for each hour taken. Discretionary use of personal leave will impact perfect attendance.

Forty-eight (48) hours of the seventy-two (72) hours may be taken for those situations which require the employee's presence and which cannot be scheduled to another time. Examples include: child care, business appointments. Recreational or other pleasure activities are not included. The determination of whether the situation qualifies for such leave rests solely with the City. The City may request documentation to support the justification for the use of such leave. Vacation shall be charged for the exact amount of leave used.

Employees not using personal business vacation leave in a calendar year shall receive twenty-four (24) hours of bonus vacation accrual to be paid cash compensation in lieu of time off. Employees transferring from days to shifts or vice-versa shall have the bonus prorated for amount of time spent on shift. An employee separating from service shall receive compensation at the prorated rate for time served. New hires shall receive compensation at the prorated rate for time served.

22.7 Eligible employees will be allowed up to twelve (12) weeks of unpaid leave in accordance with the Family Medical Leave Act. The City may require an employee to use any and all accrued leave as part of the FMLA leave. The provisions of this section are not intended to expand upon federal or state law.

#### 22.8 Jury Duty and Witness Service

An employee who is called for jury duty or is subpoenaed as a witness in a case, to which the employee is not a party, shall be paid during the absence on account of the jury or

witness service. The employee shall endorse to the City any amount of jury or witness fees (exclusive of mileage) the employee is paid.

#### 22.9 Vacation Leave Donation/Transfer

The policy of the City is to allow employees to donate vacation leave to co-workers facing personal emergencies who have exhausted all accrued leave.

An employee is eligible for donated vacation leave when 1) he or she has suffered an extraordinary injury or illness (from other than a work-related cause) which exceeds sixty (60) calendar days in duration and has exhausted all applicable accumulated leaves; or 2) when an attending physician determines the presence of an employee is necessary because of an immediate family member's medical condition which exceeds sixty (60) calendar days in duration and the employee has exhausted all other available leaves.

Recipients are limited to receiving 240 hours of donated leave for any one incident or illness and may not request donated vacation leave more than one time in any concurrent five (5) year period.

The leave recipient must pay insurance premiums while using donated leave, and will not accrue any other leaves while using donated vacation leave.

An eligible employee requiring use of donated vacation leave shall notify his or her department director in writing that the use of donated leave is required, explaining and providing written documentation as to the circumstances.

The Department Director shall forward the request to Human Resources for approval. Human Resources is responsible for approving the request and forwarding the PTO/Vacation Donation Transfer Form (see Appendix 'D') for City-wide notification and distribution.

City employees may donate vacation leave to other employees under the following conditions:

1. A vacation balance of at least 100 hours is maintained after the transfer, and employees may not donate more than 100 hours per year of their vacation balance.
2. Vacation is transferred based on the dollar value of said leave. For example, the requesting employee earns \$10.00 per hour base. The donating employee earns \$20.00 per hour, and wishes to transfer 10 hours. As a result, \$200 worth of leave is transferred. The requesting employee will be credited with 20 hours (\$200 divided by \$10/hour).

No City employee may intimidate, threaten or coerce any other employee with respect to donating, receiving or using leave under this program. If the recipient does not use all the leave donated, the remainder will be returned to the donors as nearly as possible in the ratio of each employee's donation to the total amount.

## ARTICLE 23 -- LEAVE CONVERSION AND MAXIMUM USAGE

23.1 Because shift changes are usually accomplished during the first part of the year, Family and Emergency Leave hours shall be restored to the appropriate maximum granted in Article 22 whenever an employee transfers from a 40-hour per week position to a 24-hour shift position, or vice versa.

23.2 Whenever an employee changes from 24-hour shifts to days, Sick Leave and Vacation accrual totals shall be multiplied by 0.83088. When changing from days to 24-hour shift, Sick Leave and Vacation shall be multiplied by 1.2035. The multipliers are based on hours worked per week.

The accrual rates shall be changed to reflect the appropriate rate for the position being worked on the last day of each month.

23.3 Leave of Absence Without Pay -- A regular full-time employee may be eligible for an unpaid leave of absence up to thirty (30) calendar days with the approval of the Fire & Emergency Services Director. Prior to requesting such leave, the employee must have exhausted all of the employee's paid leave. During such leave, the employee will be considered to be active at work and entitled to the privileges and benefits as specified by this Agreement. If the employee fails to return from said leave, the employee will be considered as having abandoned the employee's job and be subject to termination.

A regular full-time employee with a minimum of five (5) years of service may be granted an unpaid leave of absence of up to one (1) calendar year with the approval of the City Manager. Prior to requesting such leave, the employee must have exhausted all of the employee's paid leave. During such leave, the employee will not accrue sick leave, vacation leave or any other benefits, and the employee's seniority will be frozen. Upon return from such leave, the employee may be placed in an open position as listed in Appendix A of this Agreement according to the employee's knowledge, skills and abilities. If the employee fails to return from such leave, the employee will be considered as abandoning the employee's job and be subject to termination.

## ARTICLE 24 -- OVERTIME PAY

24.1 All overtime work for 24-hour shift employees shall be compensated at 1.5 times the regular hourly rate of pay, except as provided in Section 24.1.1.

24.1.1 For Rank and File bargaining unit members regularly working a 40-hour base week, who are on a scheduled leave or day off and assigned to a shift for overtime, shall be paid at 1.5 times his/her current rank equivalent for an Operations Division employee's rate of pay (at the appropriate step) calculated on a 2504 scheduled hours work year (48.154 hours per week x 52 weeks per year). For example, the Assistant Fire Marshal with the rank of Lieutenant at F step shall be paid for overtime worked on a 24-hour shift at the rate of an Operations

Fire Lieutenant, F Step.

24.1.2 When mutually agreed, the City may grant day shift employees (40 hour per week workers) compensatory time off in lieu of overtime pay. Such compensatory time shall be granted at 1-1/2 times overtime hours worked and shall be scheduled for use at a time, which is mutually agreeable to the City and employee. In no event shall compensatory time accrual exceed two hundred (200) hours; and compensatory time shall either be used, or overtime hours be paid at 1-1/2 times the regular hourly rate of pay, within 12 months of when the overtime was performed.

24.1.3 Minimum overtime pay shall be equivalent to four (4) hours straight pay for all call backs, exception hold over pay.

24.2 The parties agree to the current departmental Overtime Policy.

## ARTICLE 25 – INSURANCE

25.1 Health Insurance

25.1.1 The City and employee as represented by IAFF Local 1052 shall share the cost for health insurance coverage for employees and their dependents.

25.1.2 During the term of this agreement, unless otherwise indicated per Appendix E, the employee shall contribute 1.75% of "F" step rate of firefighter/EMT monthly base salary towards the cost of the PPO+ Plan and then towards the LEOFF Health and Welfare Trust 6B plan upon its effective date. The City will contribute the balance of the cost. All bargaining unit members will transfer medical and vision coverage to the LEOFF Trust Plan 6B effective February 1, 2012. IAFF members shall retain the City medical plan for the month of January 2012.

25.1.3 Until December 31, 2017, the Union has a one-time portability option to move the medical and vision plans to another non-city plan.

25.1.4 In conjunction with the IAFF members transfer to the LEOFF Trust Plan 6-B, an individual Health Reimbursement Account (HRA) shall be established with A.W. Rehn and Associates. Annual contributions will be issued monthly by the City for each bargaining unit member as follows:

An HRA in the amount of \$4500.00 will be established for each member with dependent(s) and an HRA in the amount of \$2250.00 will be established for each member without dependents. HRA set up and annual fees shall be paid by the City, not to include an HRA debit card. The HRA contributions will be prorated for 2012 based on the enrollment date and for all future members hired or terminated during the term of this agreement.

25.1.5 At the end of each annual claim submission period as determined by A.W. Rehn and Associates, excess monies in each HRA account will roll into an individual Health Savings Account (HSA)/Voluntary Employee Benefit Association (VEBA) account to be established prior to December 1, 2012 by the IAFF membership and mutually agreed to by the City. All fees associated with said HSA/VEBA will be at the expense of the member.

25.2 Dental Plan

The City will pay for a dental plan which covers the employee and all of his or her eligible dependents.

25.3 Vision Plan

The City will pay for a separate vision plan which covers the employee and all of his or her eligible dependents for January 2012. Beginning February 1, 2012 vision benefits shall be included through the LEOFF Health and Welfare Trust 6B Plan. The cost of the City's vision insurance plan will be part of the cost of medical coverage used in Appendix E. The vision plan is subject to the one-time portability provision in Section 25.1.3.

25.4 Post Employment Health Program

During discussions for contracts effective in 2003, the City offered all bargaining units an irrevocable and one time opportunity to fund a post employment health program. In lieu of participation and the long term funding requirements for this new benefit program, IAFF Local 1052 elected to take additional wages. As a result, it is understood that IAFF Local 1052 members are not, nor shall at any time in the future be, eligible to participate in the City's post employment health benefit program.

25.5 Life and Accidental Death & Dismemberment Insurance

The City will maintain Life and AD&D policies which provide a death benefit equal to two (2) times an employee's annual base salary.

ARTICLE 26 - PRODUCTIVITY

26.1 The City and the Union shall work together to meet the production requirements of the Fire and Emergency Services Department to provide the public with efficient and courteous service, to encourage good attendance of employees on regular duty; and to promote a climate of labor relations that will aid in achieving a high level of efficiency in the Department.

ARTICLE 27 – NOTIFICATION OF ABSENCE

27.1 Employees not able to report for duty at the beginning of a scheduled shift or shifts for reasons of sickness, disability, or other unscheduled absence causes, shall notify the on-duty shift supervisor prior to 0730 on the date of the scheduled work shift or shifts.

27.2 Employees may be excused from multiple notifications if the absence is known or

expected to extend beyond the initial shift. Should circumstances preclude or inhibit an employee's ability to make notification of absence prior to 0730, the employee shall make such notification as soon as reasonably possible to do so.

27.3 40-hour week employees not able to report for duty at the beginning of a scheduled shift for reasons of sickness, disability, or other unscheduled absence causes shall, prior to 0700, notify the on-duty Battalion Chief and his/her supervisor by phone (cell phone). A follow-up e-mail should be sent to the supervisor if possible.

## ARTICLE 28 -- MEDICAL CERTIFICATION/RECERTIFICATION & TRAINING

28.1 All employees in the fire fighters classification shall, as a condition of employment, be at least EMT certified. This requirement shall not be a ground for discharge for any employee hired originally prior to January 1, 1988.

28.2 Initial Certification - The cost of tuition and books for any class to achieve any of the initial medical certifications listed in Appendix "A" and "B" shall be paid initially by the Employer contingent upon the employee successfully completing the class. Should the employee not successfully complete the class, the costs of the tuition and books shall be reimbursed to the Employer by the employee through payroll deduction, amortized over the next six (6) months. Should the employee terminate employment with the Employer before the total cost is reimbursed, the remaining costs shall be withheld from the employee's final paycheck. The cost for the second and subsequent failed examinations for initial certifications shall be the sole responsibility of the employee.

28.2.1 Should the employee opt to have the City of Richland fund their paramedic certification, the employee will commit five years as a Paramedic for the Richland Fire and Emergency Services. To be eligible for City paid paramedic training and time, the employee shall provide all forms and documentation required. Should the employee not fulfill his or her commitment for any reason other than a medical retirement, the employee shall repay the cost of tuition and books on a pro rata basis, as outlined below. The City may waive repayment of some or the entire Compensation Amount.

Day 1 – Year 1 (inclusive) to Anniversary Date	= 100% (tuition and books)
Day 1 – Year 2 (inclusive) to Anniversary Date	= 80% (tuition and books)
Day 1 – Year 3 (inclusive to Anniversary Date	= 60% (tuition and books)
Day 1 – Year 4 (inclusive) to Anniversary Date	= 40% (tuition and books)
Day 1 – Year 5 (inclusive) to Anniversary Date	= 20%(tuition and books)
Day 1 – Year 6 and beyond	= 0%

28.2.2 The City shall allow one approved outside training opportunity as addressed in the "City of Richland Business Travel and Expense Policy, dated September 4, 2008, per paramedic, per certification period, and pay all expenses as granted by the policy.

28.2.3 The City shall relieve Paramedics for ACLS and PALS classes required for certification and recertification in Benton and Franklin County and pay the required tuition and books for said ACLS and PALS classes in addition to the above stated class expenses and time off.

28.2.4 Paramedic students shall not be paid overtime to attend class while off-duty. A Paramedic student who accepts overtime but leaves to attend class will be taken off duty and replaced, if necessary. A Paramedic student who accepts a trade will have to have a replacement trade to attend class. Upon completing one year as a certified paramedic, and annually for the next four years, the paramedic shall receive an annual lump sum payment equal to 1.40% of the top step firefighter's annual base salary in effect at the time of payment, for a total of five lump sum payments. Prior to each new paramedic class, this amount will be mutually agreed to by labor and management.

28.3 All approved off-duty class time for officers and fire fighters necessary to achieve an authorized medical certification listed in Appendix "A" and Appendix "B" shall be paid for at the base hourly overtime rate of pay except as noted in 28.2.4 . Class time while on-duty shall be allowed when manpower permits and call in shall be utilized to allow employees to go to class when manpower does not otherwise permit them to go. Class time shall not impact other employees' rights to schedule vacation time off as presently allowed, provided there are sufficient employees available for call in if necessary to cover the student class time.

The City shall pay off-duty paramedics and paramedic students overtime to attend live Ongoing Training and Education Program (OTEP) and Medical Program Director (MPD) meetings up to a maximum of eighteen (18) annually. Paramedics shall be paid for required training to maintain certifications (ACLS, PALS, and Advanced Airway Course).

28.4 Duties of paramedics shall include teaching Department medical classes as assigned.

28.5 City of Richland off-duty, certified paramedics may be called in to supervise paramedic trainees on a voluntary basis, provided that if volunteers are of insufficient number to meet Department needs, the Department may either contract or hire temporary employees to cover the shifts not covered by volunteering Richland paramedics. Such contract or temporary employees shall not be covered by other Articles of this Agreement. Pay for such supervisory work by Richland paramedics outside of the regular work schedule will be at 1-1/2 times the volunteer's base hourly rate unless the volunteer assumes his full duties, in which case he shall be paid pursuant to Article 24 – Overtime.

28.6 Bargaining unit employees who have or will obtain Washington State Paramedic Certification will maintain that Certification and perform paramedic work for the term of that State Certification.

#### ARTICLE 29 -- TERMS OF SUCCESSORSHIP

29.1 This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer, or assignment of either party hereto; or affected, modification, altered, or changed in any respect whatsoever by any change of any kind of the ownership or management of either party hereto; or by the change geographically or otherwise in the location or place of business of either party hereto.

#### ARTICLE 30 -- PROBATIONARY PERIOD

30.1 All newly hired fire fighters shall serve a twelve (12) continuous month probationary period. The City may terminate the employment of a new hire probationary employee at any time, without cause, during the probationary period.

30.2 Newly promoted officers shall serve a twelve (12) continuous month probationary period. If the six (6) month appraisal is satisfactory, the officer will receive a merit increase to the next higher step. Employees promoted to a higher position in the bargaining unit who fail probation shall have the right to bump to their previous rank.

30.3 Temporary or provisional time spent on an upgrade in conjunction with a permanent appointment, if continuous, will be credited towards the probationary period and merit increase. The permanent appointment date establishes the time in grade.

#### ARTICLE 31 -- TERM OF AGREEMENT

31.1 This Agreement shall be and hereby does become effective January 1, 2015, and shall remain in full force and effect up to and including December 31, 2017, and from year-to-year thereafter; provided, that either party wishing to terminate or amend the same, shall notify the other party within the time limits provided by state law.

#### ARTICLE 32 -- SAVINGS CLAUSE

32.1 If any provision of this Agreement or the application of such provision should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portion of this Agreement shall remain in full force and effect.

#### ARTICLE 33 -- LONGEVITY PAY

33.1 Members of the bargaining unit that have completed twenty-five (25) years of

service with the City shall receive longevity pay equal to five percent (5%) of their base pay.

#### ARTICLE 34 -- HAZARDOUS MATERIALS TEAM

34.1 The City agrees to pay up to a maximum of nine (9) bargaining unit members specialty pay for participation on the Tri-County Hazardous Materials Response Team (HMRT). Such pay shall be equal to three and one-half percent (3.5%) of top step fire fighter pay per month starting the date the HMRT training coordinator determines the member may actively participate on hazardous materials incidents.

34.2 When there are less than nine (9) Department members on the HMRT, the City shall post a notification of these openings ninety (90) days prior to the required training becoming available. They shall be selected from applications received by the Department. Selection and acceptance for training on the team will be based on:

- A) A vacancy in any of the nine (9) memberships hereby authorized for the team;
- B) A review of the applicant's qualifications;
- C) A statement of the applicant's commitment in writing;
- D) Recommendations from supervising officers and input of HMRT members of the Department;
- E) Their seniority in the Department;
- F) Approval of the Department Director; and,
- G) Pass a medical baseline physical exam prior to being selected for training or appointed to the team.

34.2.1 The cost of tuition and books for any class to achieve HMRT status shall be paid by the City, contingent upon the employee successfully completing the class. Classes taken prior to acceptance as a HMRT member trainee, which are requirements for team member status, will not be subject to reimbursement.

Should the employee not successfully complete the class, the cost of tuition and books shall be reimbursed to the City by the employee, through payroll deduction, amortized over the next three months. Should the employee terminate employment with the City before the total cost is reimbursed, the remaining costs shall be withheld from the employee's final paycheck.

34.2.2 All approved off duty class time for officers and fire fighters necessary to achieve HMRT member status, shall be paid at the base hourly overtime rate of pay. Class time, while on duty, shall be allowed when manpower permits, and call-ins shall be utilized to allow employees to go to class when manpower does not otherwise permit them to go. Class time shall not impact other employee's rights to schedule vacation time off, as presently allowed, provided there are sufficient employees available for call-in, if necessary, to cover the student class time.

34.3 Team members shall remain on the HMRT for a minimum of three (3) years from the date they begin hazardous materials training after they are selected for the HMRT by the City for HMRT training. Team members may be removed from the team if a problem or condition occurs, including failure to meet the minimum required annual training hours, which would reasonably prevent or limit the members' effectiveness on the team, or when a majority of other HMRT members feel the removal is necessary, or other good cause. Members may resign from the team after three (3) years of membership by notifying the Department in writing. Should the City withdraw from participation on the HMRT and cease to provide that service, then members of the team shall be considered as having left the team for cause.

34.4 Off duty team members shall be paid at their regular overtime rate of pay for the following items:

- A) All emergency response time,
- B) Required HMRT meetings,
- C) All required training time (drills and classes),

On duty members shall be replaced as needed for required meetings and required training. Said training and meetings shall not impact other bargaining unit members rights to use their leaves (including moving of kelly days).

HMRT members shall be required to attend a minimum of twenty-four (24) hours of team training per year.

34.5 HMRT members shall not be required to carry pagers.

34.6 The responsibility and authority for the operation of the HMRT, including policies and procedures, rest solely with the Board of Directors. The parties recognize the HMRT's Board of Directors right to assign HMRT members to perform functions associated with ensuring the success of the HMRT. Said assignments shall fall under Section 4 of this Article.

34.7 If significant changes to the related conditions or procedures are proposed or enacted, this Article will be reopened at the request of either the City or the Union to negotiate the impact of such changes.

## ARTICLE 35 -- AGREEMENT TO BARGAIN

35.1 Nothing in this agreement is to be considered as a waiver by the Union of their rights to request and require bargaining on any changes initiated by the City which impact hours, wages, or working conditions.

## ARTICLE 36 -- GROOMING STANDARDS

36.1 The uniformed members of the Richland Fire & Emergency Services Department will maintain a standard of grooming and a reasonable uniformity of appearance. Members will impart to the public we serve, an image of each member's competence, efficiency and pride in the fire department. It is critical to operations of the department that members are groomed in such a way to inspire confidence by the public.

36.1.2 Hairstyles such as Mohawks, hair designs, braids, pony tails, etc. which may meet the requirements of these standards, but do not reflect the proper public image, shall be strictly prohibited, with the exception of female employees who will be allowed to wear braids or pony tails.

36.2 Safety is the other primary reason for these standards. Considering the safety factors, the grooming standards outlined in these standards allow opportunity for individuality of style and taste.

36.3 It is the responsibility of all officers to ensure that personnel under their supervision present a neat appearance and it is the duty of each fire fighter to take pride in his/her appearance at all times.

36.4 There are many hairstyles, which are acceptable to the fire department. The bulk or length of hair must not interfere with the normal wearing of a standard uniform cap or helmet.

36.5 The hair on the top and sides of the head will be neatly groomed and the back of the hair may be either tapered or block cut and may extend to one inch (1") below the bottom of the shirt collar. Hair may be longer in length than indicated above, but then shall be held in a bun, net or other similar fashion. Pony tails are not permitted. Cut hair shall be proportioned and may cover the top one-half of the ears if desired. Hair must never be of such bulk or length that it will jeopardize the personal safety of the fire fighter in the performance of fire or other emergency operations.

36.6 Employees may wear their hair compacted, not to exceed two and one-half inches (2 1/2") in depth on both sides and top, and the length of the hair must not hinder the proper fit of Richland Fire & Emergency Services Department head gear.

36.7 If the individual desires to wear sideburns, they will not extend downward beyond the lowest part of the earlobe. Because each individual is unique, sideburns must never attain a width whereby they are upon the area of the face where a Richland Fire & Emergency Services Department protective breathing apparatus makes its seal.

36.8 Moustaches will be permitted. If a moustache is worn, it shall be kept neatly trimmed and tidy. Moustaches may extend laterally not more than one and one-quarter inch (1 1/4") from the corner of the mouth and may extend to the chin line but not below. The moustache may extend not more than one-quarter inch (1/4") over the upper lip.

36.9 Members may be allowed to wear facial hair immediately beneath the lower lip, not to exceed one-half inch (1/2") in any dimension.

36.10 Members shall be clean shaven while on duty. Exception, those persons called in on an emergency call-in shall not be required to shave prior to arrival at the station or fire scene.

36.11 Beards and goatees of any type are specifically prohibited. In no case shall facial hair, including stubble, come between sealing periphery of the respirator face piece. Facial hair of any type shall not interfere with the seal of SCBA face piece.

36.12 Hair styles such as Mohawks, hair designs, braids, pony tails, etc., which may meet the requirements of these standards, but do not reflect the proper public image, shall be strictly prohibited.

36.13 If bangs are worn, they shall be maintained above the eyebrows so as not to obscure vision. At no time will bangs be allowed to interfere with the seal of the mask face piece.

36.14 Artificial hair coloring shall be in good taste and reflect the proper public image. Multi-colored hair, other than natural, which reflects negatively on the fire service, shall be strictly prohibited.

36.15 Wigs or hairpieces will not be worn on duty, except for cosmetic reasons to cover natural baldness or disfigurement. If, under these conditions a wig is worn, it will conform with the hair grooming regulations and appear natural.

36.16 Fingernails will not extend more than one-quarter inch (1/4") beyond the tip of the finger, and if fingernail polish is used, it will be of a conservative color, and commensurate with the fire department's public image of military discipline.

36.17 Jewelry - The wearing of earrings, ear studs, except during initial healing period of ear piercing, while on duty, is prohibited. During healing period, the ear stud will be covered.

#### ARTICLE 37 -- DRUG & ALCOHOL TESTING POLICY

37.1 Reporting to work under the influence of alcohol and/or illegal drugs, or the use, sale, or possession by an employee of illegal drugs is strictly prohibited and may result in disciplinary action, including immediate termination.

Each employee must advise the City if they are using prescription or other over-the-counter drugs they know or reasonably should know may impair their ability to perform job functions and/or operate machinery such as automobiles. Under appropriate circumstances the City may request the employee provide written medical authorization to perform various essential job functions from a physician while using such drugs.

The City recognizes a need to provide an opportunity for employees to deal with alcohol related problems through employee assistance programs. Any employee, who voluntarily seeks treatment for a personal alcohol problem or for a substance abuse disorder, not involving criminal conduct, may do so through employee assistance programs of the employee's own choosing in complete confidence and without jeopardizing the employee's employment with the City.

Such voluntary action must be done prior to any act or reasonable suspicion that would result in being asked to submit to discovery testing and/or disciplinary action.

It is understood between the parties that the disciplinary action referred to here in Article 37.1 of the Collective Bargaining Agreement may be termination of employment if, through the commitment of such an act as described in this article, results in personal injury or death of a City employee or member of the general public; destruction of or damage to City equipment or property; destruction of or damage to public or private property.

Other such infractions as covered by this Article shall be dealt with in accordance with their merits.

37.2 Where a supervisory employee of the City has a reasonable suspicion to believe an employee is under the influence of alcohol or illegal drugs, or is using illegal drugs, the employee in question will be asked to submit to discovery testing including, breath tests, urinalysis and/or a blood screen to identify any involvement with alcohol or illegal drugs.

An employee who refuses to submit to discovery testing for alcohol and/or illegal drugs shall be presumed to be under the influence of alcohol or an illegal drug for the purpose of administering this Article.

37.3 For the purpose of administering this Article the following definition of terms is provided:

Reasonable Suspicion:

(1) Reasonable Suspicion is based on specific objective facts and reasonable inferences from those facts in the light of experience, that discovery testing will produce evidence of illegal drug or improper alcohol use by that particular employee;

Under the influence - The following cutoff levels shall be used for the initial screening of specimens to determine whether they are negative for these drugs or classes of drugs. All cutoff concentrations are expressed in nanograms per milliliter (ng/mL):

<b>DEPARTMENT OF TRANSPORTATION STANDARDS - 49 CFR PART 40 §40.87</b>		
<b>Type of Drug or Metabolite</b>	<b>Initial Test</b>	<b>Confirmation Test</b>
Marijuana metabolites	50	
Delta-9-tetrahydrocannabinol-9-carboxylic acid (TCHA)		15
Cocaine metabolites	150	
Benzoylecgonine		100
Opiate metabolites - Codeine/Morphine	2000	
Codeine		2000
Morphine		2000
6-Acetylmorphine	10	10
Phencyclidine (PCP)	25	25
Amphetamines – AMP/MAMP	500	
Amphetamine (AMP)		250
Methamphetamine (MAMP)		250 (This specimen must also contain at least 100 ng/ml of amphetamine)
Methylenedioxymethamphetamine (MDMA)	500	250
Methylenedioxyamphetamine (MDA)		250
Methylenedioxyethylamphetamine (MDEA)		250

Level of the positive result for ethyl alcohol....0.04 gr/dl

Illegal Drugs - are defined as all forms of narcotics, depressants, stimulants, hallucinogens, and cannabis, which sale, purchase, transfer, or unauthorized use or possession is prohibited by law.

Over-the-Counter Drugs - are those which are generally available without a prescription and are limited to those drugs which are capable of impairing the judgment of an employee to safely perform the employee's duties.

Prescription Drugs - are defined as those drugs which are used in the course of medical treatment and have been prescribed and authorized for use by a licensed practitioner/physician or dentist.

37.4 If an employee is required to submit to a drug test, the following procedure shall be followed:

The employee shall be given an opportunity to confer with a Union representative if one is readily available and the employee has requested said conference.

The employee shall be given an opportunity to explain the reasons for the employee's condition, such as reaction to a prescribed drug, fatigue, exposure to toxic substances, or any other reasons known to employee to the test administrator. The City and a Union representative may be present during this discussion.

The City may request urine and/or blood samples.

Urine and blood samples shall be collected at a local laboratory, hospital or medical facility. The City shall transport the employee to the collection site. The City and/or Union representative may be allowed to accompany the employee to the collection site and observe the bottling and sealing of the specimen. The employee shall not be observed by the City when the urine specimen is given.

All specimen containers and vials and bags used to transport the specimen shall be sealed to safeguard their integrity, in the presence of the City, employee and the Union representative and proper chain-of-custody procedures shall be followed.

The drug tests of the specimen shall be conducted by the PAML Laboratory in Spokane, Washington.

If a specimen tests positive in an immunoassay screen test, the results must be confirmed by a gas chromatography/mass spectrometry tests. The specimen must show positive results on the GC/MS (gas chromatography/mass spectrometry) confirmatory test to be considered positive.

At the employee's or the Union's option, a sample of the specimen may be requisitioned and sent to a laboratory chosen by the Union for testing. The cost of this test will be paid by the Union or the employee. Failure to exercise this option may not be considered as evidence in an arbitration or other proceeding concerning the drug test or its consequences. The results of this second test shall be provided to the City.

The City, the employee and the Union shall be informed of the results of all tests, and provided with all documentation regarding the tests as soon as the test results are available by the Medical Review office.

37.5 The Medical Review Office shall be chosen and agreed upon between the City and the Union. The role of the Medical Review Office will be to review, interpret and confirm positive test results and communicate the results as previously specified. The Medical Review Office shall review all pertinent medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication.

37.6 If the results of the drug test are positive, and support a conclusion that the employee used an illegal drug, or reported to work while under the influence of alcohol, the employee may be subject to discipline including immediate discharge.

37.7 The employee has the right to challenge any discipline imposed in the same manner that the employee may grieve another Employee action.

37.8 Changes to this Article regarding applicable statues and DOT standards pertaining to substance abuse and a drug free workplace will be addressed in labor management.

#### ARTICLE 38 – REMOVED

#### ARTICLE 39 – TECHNICAL RESCUE TEAM

39.1 The City agrees to pay up to a maximum of nine (9) bargaining unit members specialty pay for participation on the Technical Rescue Team (TRT). Such pay shall be equal to three and one half percent (3.5%) of top step firefighter pay per month starting on the date the TRT coordinator determines the member may actively participate on technical rescue incidents.

39.2 When there are less than nine (9) Department members on the TRT, the City shall post openings for a minimum of thirty (30) days. Team members shall be selected from applications received by the Department. Selection and acceptance to the team will be based on:

1. Review of the applicants' qualifications - At a minimum, team members shall have successfully completed Roco Confined Space/Structural Rescue 1 or equivalent. TRT member appointed who do not possess Rescue 1 Certification shall attain within six (6) months of appointment. Cost of attaining Rescue 1 certification shall be covered by the City;
2. A statement of the applicant's commitment in writing.
3. Recommendations from supervising officers and input from TRT members of the Department.
4. Their seniority in the Department.

5. Approval of the Department Director.

Team members selected that have not completed a NFPA 1006 Confined Space/Rope Rescue 1 class or equivalent shall attain this training within six (6) months of appointment. Cost of attaining this certification/training shall be covered by the City.

39.3 Off-duty team members shall be paid at their regular overtime rate of pay for the following items:

- A) All emergency response time
- B) Required TRT meetings
- C) All required training time (drills and classes)

On-duty members shall be replaced as needed for required meetings and required training. Said training and meetings shall not impact other bargaining unit member's rights to use their leaves (including moving of kelly days).

TRT members shall be required to attend a minimum of twenty-four (24) hours of team training per year.

The TRT Coordinator may recognize up to eight (8) hours of approved outside training in lieu of eight (8) hours of team training.

Approved required team training time, while on duty, shall be allowed when operations permit and call-ins shall be utilized when operations does not permit.

39.4 TRT operational and training policies and procedures will be developed by the department with input from team members.

39.5 TRT members shall instruct non team members on technical rescue issues on an as needed basis. Should this occur off duty then the TRT member shall be compensated at the applicable overtime rate.

Non team members shall continue to provide support for team training and operations commensurate with their training. Non team members may be included in team training while on duty.

TRT members may be removed from the team if a problem or condition occurs which would reasonable prevent or limit the members effectiveness on the team including failure to meet the minimum required annual training hours.

TRT Coordinator: A TRT Coordinator shall be selected by the TRT members and approved by the Department Director.

## ARTICLE 40 -- DEFERRED COMPENSATION

In accordance with the City's plan document and limitations of federal law, regular full and part time employees are eligible to voluntarily participate in the City's Internal Revenue Code (IRC) Section 457 plan or the IAFF-FC Section 457 plan.

The City shall match employee contributions in deferred compensation to 4% of top step Fire Fighter only for the first fifteen (15) years of continuous City service. After fifteen (15) years of service, the City shall continue to pay the 4% to deferred compensation with no match required from the employee.

Employees may select either the City's 457 plan or the IAFF-FC Section 457 plan during the City's open enrollment period each year.

## ARTICLE 41-- PERSONNEL RECORDS

Human Resources shall maintain a complete personnel file on each employee. Employees may review this file by setting up an appointment with a member of the Human Resources staff.

## ARTICLE 42 -- NO SMOKING

It is understood that the parties (the City of Richland and IAFF Local 1052 Rank and File) have reached an agreement concerning the application of R.M.C. sections 2.58.010 through 2.58.060. The terms of this agreement are as follows:

- a. Except as delineated below, use of tobacco products in municipally owned buildings and vehicles shall be governed by City code, provided that restrictions in the City Code are not applicable to the use of smokeless tobacco products.
- b. IAFF Local 1052 Rank and File shall be responsible for supplying and maintaining appropriate receptacles for disposal of smoked and smokeless tobacco product waste.

## ARTICLE 43 -- WSCFF MEDICAL EXPENSE REIMBURSEMENT PLAN (MERP)

43.1 The City shall contribute \$75.00 per month per bargaining unit member to the WSCFF MERP.

43.2 The Union and the Employees agree to hold the City harmless and indemnify the City from any and all liability, claims, demands, law suits, and/or losses, damage, or injury to persons or property, of whatsoever kind, arising from and in any way related to the implementation and administration of the MERP. The Union and Employees shall be one hundred percent (100%) liable for any and all liabilities inclusive of any federal, state, or local agency determination regarding any liabilities that arise out of the MERP. The Union and Employees shall be liable for any and all

tax penalties, as well as any other liabilities arising out of the implementation and administration of the MERP.

43.3 Under no circumstances whatsoever will the City be liable for direct pay of any MERP benefit to the employees and/or retired employees and/or their beneficiaries.

#### ARTICLE 44 -- WELLNESS/FITNESS PROGRAM

44.1 The City and Union agree to work toward a Wellness/Fitness Program with the IAFF/IAFC Initiative being the template and ultimate goal.

IN WITNESS THEREOF, the parties hereto have set their hands this 5<sup>th</sup> day of May, 2015.


CITY OF RICHLAND, WA

  
\_\_\_\_\_  
JON AMUNDSON                      5/13/15  
Assistant City Manager                      Date

  
\_\_\_\_\_  
TOM HUNTINGTON                      5/11/15  
Fire & Emergency Services Director                      Date

  
\_\_\_\_\_  
ALLISON JUBB                      5/5/15  
Human Resources Director                      Date

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, Local #1052

  
\_\_\_\_\_  
CORY HENSON                      5-11-15  
President, IAFF Local 1052                      Date

  
\_\_\_\_\_  
STEVE AUSTIN                      5/13/15  
Secretary-Treasurer, IAFF Local 1052                      Date

ATTEST:

  
\_\_\_\_\_  
MARCIA HOPKINS                      5/11/15  
City Clerk                      Date

APPROVED AS TO FORM:

  
\_\_\_\_\_  
HEATHER KINTZLEY                      5-11-15  
City Attorney                      Date

## APPENDIX "A"

### 2015 CLASSIFICATIONS & WAGES

Effective the 1st payroll period of 2015 (December 29, 2014), the wage schedule reflects a 2.25% increase.

	A	C	E	F
	1 year	1 year	1 year	
Fire Fighter EMT	4823	5669	5995	6264
			E (see 30.2)	F
Fire Lieutenant Assistant Fire Marshal			6715  7387	7015  7717
Fire Captain EMS Program Officer			7387  8125	7717  8489
Deputy Fire Training Program Officer			  8125	7015  8489

### 2016 CLASSIFICATIONS & WAGES

Effective the 1st payroll period of 2016 (December 28, 2015), the wage schedule reflects a 2.25% increase.

	A	C	E	F
	1 year	1 year	1 year	
Fire Fighter EMT	4932	5796	6130	6405
			E (see 30.2)	F
Fire Lieutenant Assistant Fire Marshal			6866  7553	7173  7890
Fire Captain EMS Program Officer			7553  8308	7890  8680
Deputy Fire Training Program Officer			  8308	7173  8680

## 2017 CLASSIFICATIONS & WAGES

Effective the 1st payroll period of 2017 (December 26, 2016), the wage schedule reflects a 2.25% increase.

	<b>A</b>	<b>C</b>	<b>E</b>	<b>F</b>
	<b>1 year</b>	<b>1 year</b>	<b>1 year</b>	
<b>Fire Fighter EMT</b>	5043	5927	6268	6549
			<b>E</b>	
			<b>(see 30.2)</b>	<b>F</b>
<b>Fire Lieutenant</b>			7020	7335
<b>Assistant Fire</b>				
<b>Marshal</b>			7723	8068
<b>Fire Captain</b>			7723	8068
<b>EMS Program</b>				
<b>Officer</b>			8495	8875
<b>Deputy Fire</b>				7335
<b>Training Program</b>				
<b>Officer</b>			8495	8875

**APPENDIX "A – CONTINUED"**

**OFFICER MEDICAL POSITION PAYS:**

EMT            Add \$35.00 per month to above rate

**OFFICER / FIRE FIGHTER PARAMEDIC CERTIFICATION PAYS:**

P-1            Add 6% of top Fire Fighter pay to above rate

P-2            Add 10% of top Fire Fighter pay to above rate

## APPENDIX "A" - NOTES

- 1) Above salaries provided 12% differential between Fire Fighters and Lieutenants; 10% between Lieutenants and Captains;
- 2) Day shift (40 hour per week) rates are set as listed below:
  - Deputy Fire Marshal – 112% of Fire Fighter pay
  - Assistant Fire Marshal - 110% of Lieutenant pay
  - EMS Program Officer - 110% of E or F Step Captain pay
  - Training Program Officer – 110% of E or F Step Captain pay
- 3) Fire Fighter rate includes EMT pay.
- 4) P-1 is 0-1 years of service in the Richland Fire Department as a certified Paramedic. (It is paid at a rate equal to 6% of F Step Fire Fighter pay in addition to the employee's regular pay).
- 5) P-2 is the 2nd and succeeding years of service in the Richland Fire Department as a certified Paramedic. (It is paid at a rate equal to 10% of F Step Fire Fighter pay in addition to the employee's regular pay).
- 6) Employees who obtain a Washington State Paramedic Certification will begin receiving paramedic pay when they have been approved by the Medical Program Director. Time without pay will not exceed six (6) months. The effective date of medical position pays shall be the date the Fire Department receives the appropriate written certification. Therefore, when the MPD's Protocols Test is passed and the Washington State Certification is in hand, whichever date is last is the effective date for beginning P-1 pay.
- 7) Position pays include reimbursement for meetings and recertification time necessary to maintain said certification (except as provided in Article 28).
- 8) The MOU Decision Algorithm for Newly Hired IAFF members is incorporated into this Agreement.

## APPENDIX "B"

### PREMIUM PAY

	Additional Monthly Pay Per <u>Certification</u>
IV Endorsement (maximum of 2)	1.0% x F Step Fire Fighter
AEMT Technician (maximum of 12)	2.0% x F Step Fire Fighter

Note: With certification, all employees eligible for Appendix B pay, up to a maximum of 16 employees.

## APPENDIX "C"

### LIGHT DUTY JOB DESCRIPTION

#### General Statement of Duties

Under general supervision to perform non-emergency Fire Department duties.

Work actually performed by Light Duty personnel will be dictated by their physical condition and doctor's recommendations. The examples of work given may not all be done by any one individual dependent upon those recommendations.

#### Examples of Work

1. Inspection of Residential and Commercial structures.
2. Pre-fire plan inspections and related work.
3. Station deliveries.
4. Picking up of supplies.
5. Clerical functions.
  - a. Fire Management Zone Card updates, etc.
  - b. Incident reports and other reports.
  - c. Adapting hydrant map to Fire Management Zones.
  - d. Special projects.
6. Light housekeeping duties, i.e., washing windows, dusting, sweeping and mopping floors, etc.
7. Related work as required.

#### Job Requirements

Dependent upon physical abilities, ranges from sitting at desk, reading and filing, to jobs requiring standing, walking and driving.

1. Inspections of residential and commercial structures.

Requires the person to drive to the scene of the inspection. Involves physically inspecting all areas of the building, which would require walking and possibly some climbing, depending upon the building being inspected.

Involves the completion of an inspection report, which is hand written.

2. Pre-Fire plan inspections and related work.

Involves the same activities as those required for #1.

3. Station deliveries.

Ability to drive from station to station. From no walking to limited walking.

4. Picking up of supplies.

Ability to drive to desired location. Limited walking requirements.

5. Clerical functions.

- a. Management of fire zone cards.
- b. Incident reports.
- c. Adapting hydrant maps to FMZS.
- d. Special research projects.

Would require sitting at desk. Reading, and possibly filing. May involve some limited standing or walking.

6. Light housekeeping duties (self explanatory).

Transitional Work Program

The terms and conditions of the Transitional Work Program (TWP) are contained in the TWP Policy, the latest version being April 29, 2005.

**APPENDIX "D"**

**PTO/VACATION DONATION TRANSFER FORM**

TO BE COMPLETED BY EMPLOYEE WISHING TO DONATE PTO/VACATION:

Information for Employee Requesting Donated PTO/Vacation

Name: \_\_\_\_\_ Employee Number: \_\_\_\_\_

Title: \_\_\_\_\_ Department/Division: \_\_\_\_\_

Information for Employee Donating PTO/Vacation

Name: \_\_\_\_\_ Employee Number: \_\_\_\_\_

Title: \_\_\_\_\_ Department/Division: \_\_\_\_\_

Current PTO/Vacation Balance (hours): \_\_\_\_\_

Donation/Transfer Request (not to exceed 100 hours): \_\_\_\_\_

Balance After Transfer (hours – must be at least 200 PTO/100 Vacation): \_\_\_\_\_

I hereby request that the above PTO/Vacation hours be transferred and understand that my PTO/Vacation accruals will be reduced by the number of hours indicated above.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT:

Date Request Received: \_\_\_\_\_

(Hours transferred \_\_\_\_\_ multiplied by donating employee's hourly rate \$ \_\_\_\_\_ )

divided by the hourly rate of the requesting employee \$ \_\_\_\_\_ Equals the Total Hours Transferred \_\_\_\_\_.

Approved  Denied

\_\_\_\_\_  
Human Resources Director or designated representative \_\_\_\_\_ Date

cc: Personnel File

## APPENDIX "E"

### LEOFF TRUST CONTRIBUTION ANALYSIS

#### Definitions:

- I. **Scheduled Contribution by Agreement** - 1.75% of F step rate of firefighter / EMT monthly base salary.
  - II. **Comparative Cost Analysis** - Comparison of City Self-Insured Medical and Vision costs to LEOFF Trust and HRA costs for bargaining unit members based on same census and calculated annually at renewal.
  - III. **Self Insured Cost Calculation - City** Self-Insured Medical composite rate plus the maximum liability change as calculated by Conover Insurance plus the composite Vision premium.
  - IV. **Adjusted Contribution** - LEOFF Trust and HRA expected expenses that exceed the City self-insured cost calculation by comparative cost analysis will be distributed among IAFF members as additional bi-weekly payroll deductions.
  - V. **Inaugural Year** - Scheduled as 2012 with an effective date of February 1, 2012.
1. For the inaugural year of 2012 an analysis of *comparative* costs will be made at mid-year and no later than June 15<sup>th</sup>, 2012 to determine the 2012 IAFF member contribution adjustment, if any. This calculation will be based on the actual monthly enrollment and administrative costs paid for the LEOFF Trust participants at midyear 2012. By agreement for 2012 only, contributions will be adjusted beginning with the first payroll in July 2012 and will collect only 6 months of adjusted costs in the event that a cost deficit occurred.
  2. Beginning with calendar year 2013 – An analysis of *comparative* costs will be made when plan renewal costs have been solidified in 2012. If the LEOFF Trust 2013 monthly premium costs combined with all administration costs and HRA contribution expenses minus the total IAFF LEOFF member monthly contributions (per contract language) exceed the City 2012 self-funded monthly composite rate X the % of change in maximum liability for 2013 as determined by Conover Benefits, Inc. plus the monthly vision cost minus the designated 2013 scheduled tiered contributions, the difference in LEOFF Trust cost will be passed onto all LEOFF Trust employee participants equally through payroll deductions for 2013.
  3. Conversely if for 2013 the LEOFF Trust plan costs plus HRA contributions do not exceed the City's 2013 self-funded plan costs as calculated above in #2 for medical and vision benefits minus the designated tiered contributions, no change will affect

the IAFF LEOFF Trust participant contributions and member contributions will be made as per the bargaining unit agreement.

4. The same process as noted above in items #2 and #3 will apply for calendar year 2014.
5. Any savings illustrated by the annual evaluation of costs for the coming year will not affect a reduction in contributions below the bargaining unit agreement and will not carry over from year to year.

<b>EXAMPLE OF COMPARATIVE COST EQUATION VS. LEOFF TRUST COST</b>			
<b>FOR ANALYSIS # 1</b>	<b>FOR ILLUSTRATION ONLY</b>		
<b>City Self-Insured Monthly HYPOTHETICAL COMPOSITE RATE</b>	<b>\$1,500.00</b>	<b>Employee Count</b>	<b>MONTHLY TOTALS</b>
<b>Conover Benefits, Inc. % of change in the Fixed + Maximum Liability from 2011 to 2012 Based on HYPOTHETICAL RENEWAL PROPOSAL</b>	<b>4.00%</b>		
<b>COMPARATIVE COST</b>	<b>\$1,560.00</b>	<b>53</b>	<b>\$82,680.00</b>
<b>Plus Monthly Vision Costs</b>	<b>\$21.03</b>	<b>53</b>	<b>\$1,114.59</b>
<b>SUB TOTAL</b>			<b>\$83,794.59</b>
<b>Minus Monthly Tiered Contributions</b>			
EE Only	\$90.00	5	\$450.00
EE Plus Spouse	\$110.00	6	\$660.00
EE Plus Child / Children	\$100.00	7	\$700.00
EE Plus Spouse Plus Child / Children	\$125.00	35	\$4,375.00
		<b>TOTAL</b>	<b>\$6,185.00</b>
<b>TOTAL MONTHLY COST</b>			<b>\$77,609.59</b>
<b>LEOFF TRUST PREMIUM 2012 - NEW RATE STRUCTURE</b>		<b>Estimated Census</b>	
Employee, Spouse, Child	\$1,158.98	12	\$13,907.76
Employee, Spouse, Children	\$1,296.94	23	\$29,829.62
Employee only	\$420.82	5	\$2,104.10
Employee plus Spouse	\$896.82	6	\$5,380.92
Employee plus Child	\$682.98	3	\$2,048.94
Employee plus Children	\$820.94	4	\$3,283.76
			<b>\$56,555.10</b>

Plus HRA Set up \$600 / 12	\$50.00		\$50.00
Plus HRA Monthly Admin	\$5.25 ppm	53	\$278.25
Plus HRA Monthly Contribution by City			
EE Only \$2250.00 / 12	\$187.50	5	\$937.50
EE Plus Family \$4500.00 / 12	\$375.00	48	\$18,000.00
<b>SUB TOTAL</b>			\$75,820.85
<b>Minus Monthly Contributions</b>	\$0.00	5	
2011 1.75% F Step ESTIMATE	\$99.56	48	\$4,778.88
<b>TOTAL MONTHLY COST</b>			\$71,041.97
City Self Insured Plan MONTHLY			\$77,609.59
LEOFF Trust MONTHLY			\$71,041.97
MONTHLY DIFFERENCE			-\$6,567.62
City Self Insured Plan ANNUAL			\$931,315.08
LEOFF Trust ANNUAL		Minus	\$852,503.64
ANNUAL DIFFERENCE (= SAVINGS)			\$78,811.44

<b>EXAMPLE OF COMPARATIVE COST EQUATION VS. LEOFF TRUST COST</b>			
<b>FOR ANALYSIS # 2</b>	<b>FOR ILLUSTRATION ONLY</b>		
City Self-Insured Monthly HYPOTHETICAL COMPOSITE RATE	\$1,400.00	Employee Count	MONTHLY TOTALS
Conover Benefits, Inc. % of change in the Fixed + Maximum Liability from 2011 to 2012 Based on HYPOTHETICAL RENEWAL PROPOSAL	0.50%		
<b>COMPARATIVE COST</b>	<b>\$1,407.00</b>	53	<b>\$74,571.00</b>
Plus Monthly Vision Costs	\$21.03	53	\$1,114.59
<b>SUB TOTAL</b>			\$75,685.59
<b>Minus Monthly Tiered Contributions</b>			
EE Only	\$90.00	5	\$450.00
EE Plus Spouse	\$110.00	6	\$660.00
EE Plus Child / Children	\$100.00	7	\$700.00

EE Plus Spouse Plus Child / Children	\$125.00	35	\$4,375.00
		<b>TOTAL</b>	<b>\$6,185.00</b>
<b>TOTAL MONTHLY COST</b>			<b>\$69,500.59</b>
<b>LEOFF TRUST PREMIUM 2012 - NEW RATE STRUCTURE</b>		<b>Estimated Census</b>	
Employee, Spouse, Child	\$1,158.98	12	\$13,907.76
Employee, Spouse, Children	\$1,296.94	23	\$29,829.62
Employee only	\$420.82	5	\$2,104.10
Employee plus Spouse	\$896.82	6	\$5,380.92
Employee plus Child	\$682.98	3	\$2,048.94
Employee plus Children	\$820.94	4	\$3,283.76
			\$56,555.10
Plus HRA Set up \$600 / 12	\$50.00		\$50.00
Plus HRA Monthly Admin	\$5.25 pppm	53	\$278.25
Plus HRA Monthly Contribution by City			
EE Only \$2250.00 / 12	\$187.50	5	\$937.50
EE Plus Family \$4500.00 / 12	\$375.00	48	\$18,000.00
<b>SUB TOTAL</b>			<b>\$75,820.85</b>
<b>Minus Monthly Contributions</b>	\$0.00	5	
<b>2011 1.75% F Step ESTIMATE</b>	<b>\$99.56</b>	<b>48</b>	<b>\$4,778.88</b>
<b>TOTAL MONTHLY COST</b>			<b>\$71,041.97</b>
<b>City Self Insured Plan MONTHLY</b>			<b>\$69,500.59</b>
<b>LEOFF Trust MONTHLY</b>			<b>\$71,041.97</b>
<b>MONTHLY DIFFERENCE</b>			<b>\$1,541.38</b>
<b>City Self Insured Plan ANNUAL</b>			<b>\$834,007.08</b>
<b>LEOFF Trust ANNUAL</b>		Minus	<b>\$852,503.64</b>
<b>ANNUAL DIFFERENCE</b>	<b>Additional Cost</b>		<b>-\$18,496.56</b>
<b>Divided by 53 Members = \$29.08 per month Additional Contribution</b>			

**APPENDIX "D" CONTINUED**

<b>COMPARATIVE COST EQUATION VS. LEOFF TRUST COST</b>			
<b>FOR 2015 Based on 2015-2017 Contract</b>			
<b>2014 City Self-Insured Monthly COMPOSITE RATE \$1350.36 X Maximum Liability Change 8.6%</b>		<b>Employee Count</b>	<b>MONTHLY TOTALS</b>
<b>Per Employee January 2015 Census as of 11/26/2014</b>	\$1,466.49	55	<b>\$80,656.95</b>
<b>Plus Monthly Vision Costs</b>	\$22.29	55	<b>\$1,225.95</b>
<b>SUB TOTAL</b>			<b>\$81,882.90</b>
<b>Minus Monthly Tiered 2015 Contributions</b>			
<b>EE Only</b>	\$113.00	8	<b>\$904.00</b>
<b>EE Plus Spouse</b>	\$134.00	5	<b>\$670.00</b>
<b>EE Plus Child / Children</b>	\$123.00	4	<b>\$492.00</b>
<b>EE Plus Spouse Plus Child / Children</b>	\$153.00	38	<b>\$5,814.00</b>
		<b>TOTAL</b>	<b>\$7,880.00</b>
<b>TOTAL MONTHLY COST</b>			<b>\$74,002.90</b>
<b>LEOFF TRUST PREMIUM 2015 - RENEWAL RATES</b>	<b>January Enrollment as of 11/26/2014</b>	<b>January 2015 Census</b>	
<b>Employee, Spouse, Child</b>	\$1,310.60	11	<b>\$14,416.60</b>
<b>Employee, Spouse, Children</b>	\$1,466.60	27	<b>\$39,598.20</b>
<b>Employee only</b>	\$475.87	8	<b>\$3,806.96</b>
<b>Employee plus Spouse</b>	\$1,014.14	5	<b>\$5,070.70</b>
<b>Employee plus Child</b>	\$772.33	1	<b>\$772.33</b>
<b>Employee plus Children</b>	\$928.33	3	<b>\$2,784.99</b>
			<b>\$66,449.78</b>
<b>HRA Renewal Admin Cost \$250.00/12</b>	<b>\$20.83</b>		<b>\$20.83</b>
<b>Plus HRA Monthly Admin</b>	<b>\$5.25 ppm</b>	<b>55</b>	<b>\$288.75</b>
<b>Plus HRA Monthly Contribution by City</b>			
<b>EE Only \$2250.00 / 12</b>	<b>\$187.50</b>	<b>8</b>	<b>\$1,500.00</b>
<b>EE Plus Family \$4500.00 / 12</b>	<b>\$375.00</b>	<b>47</b>	<b>\$17,625.00</b>
<b>SUB TOTAL</b>			<b>\$85,884.36</b>
<b>Minus Monthly Contributions</b>	\$0.00	8	
<b>2015 1.75% F Step</b>	<b>\$109.62</b>	<b>47</b>	<b>\$5,152.14</b>
(2015 F Step = \$6264 per month)			
<b>TOTAL MONTHLY COST</b>			<b>\$80,732.22</b>
<b>City Self Insured Plan MONTHLY</b>			<b>\$74,002.90</b>
<b>LEOFF Trust MONTHLY</b>			<b>\$80,732.22</b>
<b>DIFFERENCE (Divided by 55)</b>		<b>\$122.35</b>	<b>\$6,729.32</b>
<b>City Self Insured Plan ANNUAL</b>			<b>\$888,034.80</b>
<b>LEOFF Trust ANNUAL</b>			<b>\$968,786.64</b>
<b>DIFFERENCE</b>			<b>\$80,751.84</b>
	<b>Additional per EE per Month*</b>		<b>\$122.35</b>
	<b>Divided by 2 Payrolls*</b>		<b>\$61.175</b>
<b>* Rounded for Each payroll Contribution 2015 No Dependents</b>	<b>\$61.17</b>		
<b>*Rounded for Each payroll Contribution 2015 W/Dependents</b>	<b>\$115.98</b>		
(2015 1.75% of F step = \$109.62 +122.35=\$231.97 /2 = \$115.985, rounded to \$115.98)			

lak3/12/2015

APPENDIX "F"

MOU – DECISION ALGORITHM



*Memorandum of Understanding between  
the City of Richland and  
the International Association of Firefighters Local 1052*

*Decision Algorithm for Newly Hired IAFF Members*

By this agreement, the parties acknowledge an amendment to Appendix A of the 2012-2014 Collective Bargaining Agreement for Rank and File only. Specifically, exceptions to the one-year incremental Steps for a newly hired firefighter identified in the agreement.

Appendix A is amended as follows (to be added following the section on paramedic certification pay):

DECISION ALGORITHM FOR NEWLY HIRED FIREFIGHTER STEP PLACEMENT:


Three algorithms are included to address: Newly hired firefighters with no, or insufficient, training, certification, and experience (Algorithm #1), newly hired firefighters from an approved JATC Program (Algorithm #2), and newly hired career firefighters from a non-JATC program (Algorithm #3).

Note: In cases when a newly hired firefighter is accepted without IFSAC FF1, FF2, and/ or HazMat Operations, due to other experience, training, or certifications, the City will not be responsible for the expenses incurred for a firefighter attaining said certifications in the future, including any replacement costs on shift.


This change will be reviewed by the Parties for its effectiveness and functionality after the second hiring cycle, in late December, 2014/early January, 2015. It may be extended, changed, or removed following the review.

[Add the algorithms]

For the City of Richland:

  
Cynthia D. Johnson  
City Manager  
7/11/2014  
Date

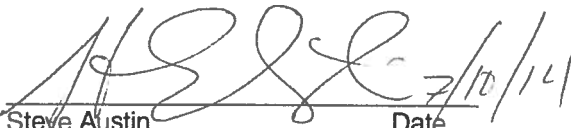
For the Union:

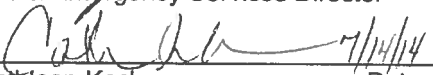
  
Cory Henson  
President, IAFF Local 1052  
7/10/14  
Date

Step Changes for New Hires

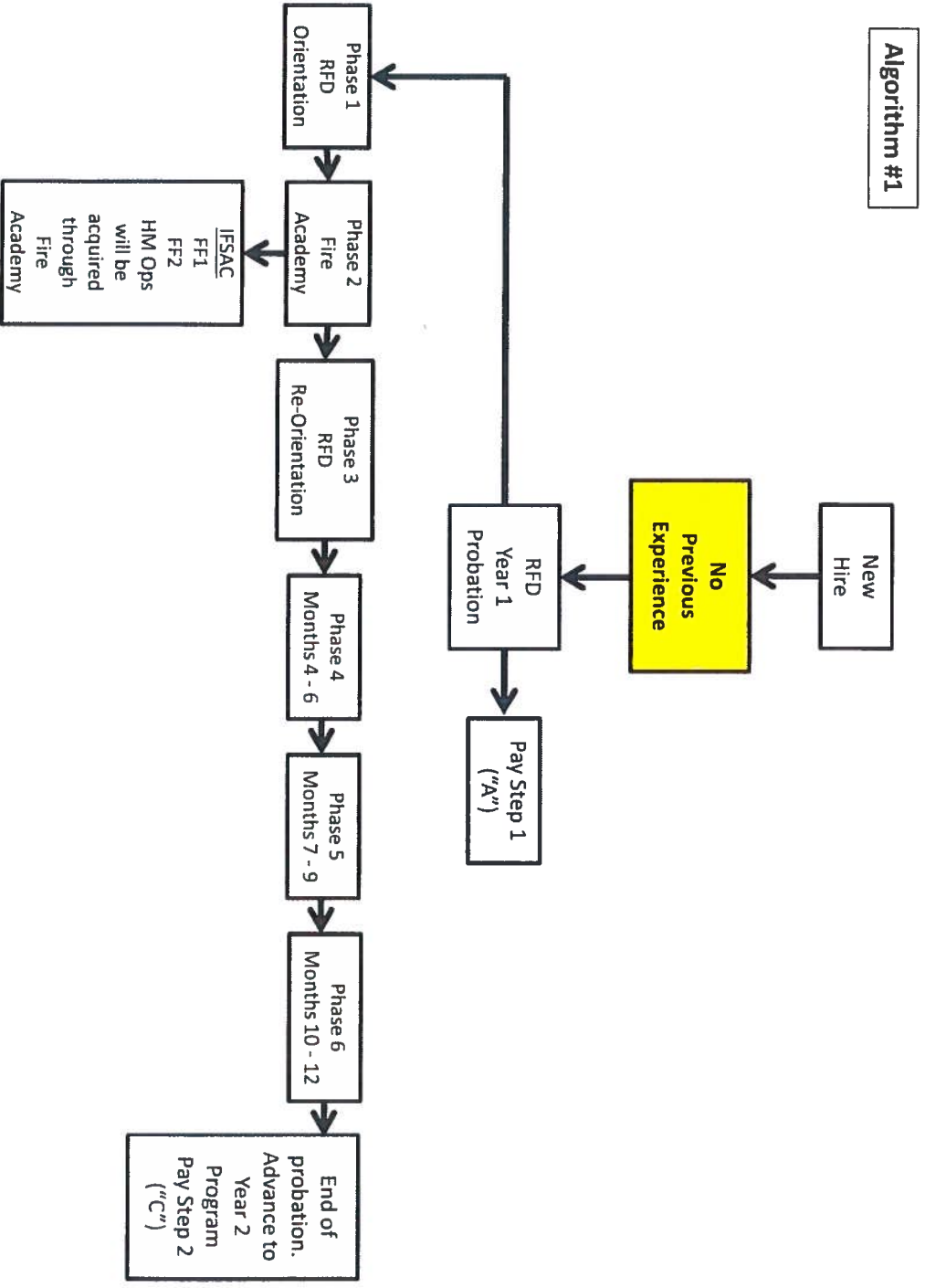
July 3, 2014

  
\_\_\_\_\_  
Grant Baynes Date 7/11/14  
Fire & Emergency Services Director

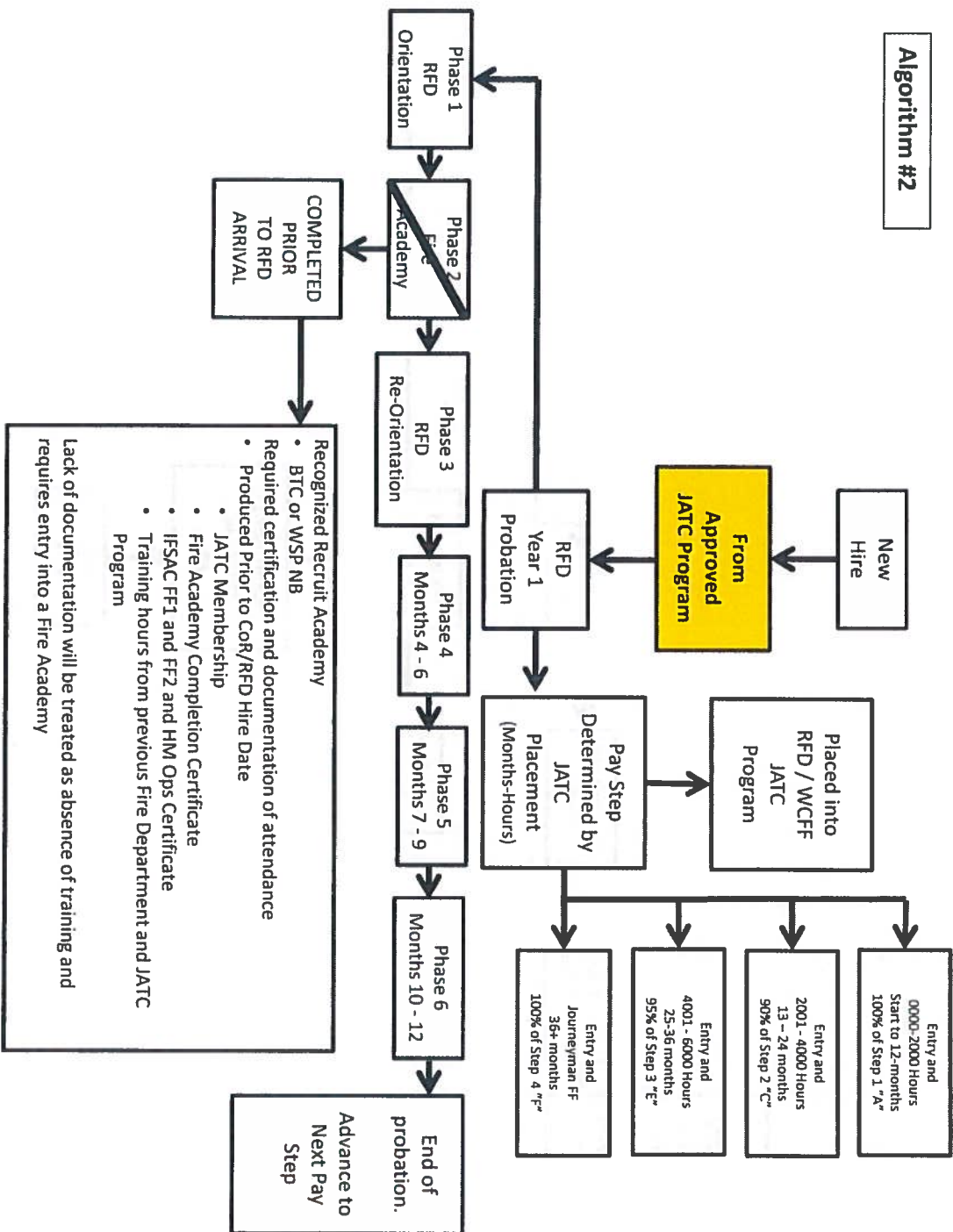
  
\_\_\_\_\_  
Steve Austin Date 7/10/14  
Secretary/Treasurer, IAFF Local 1052

  
\_\_\_\_\_  
Cathleen Koch Date 7/14/14  
Administrative Services Director

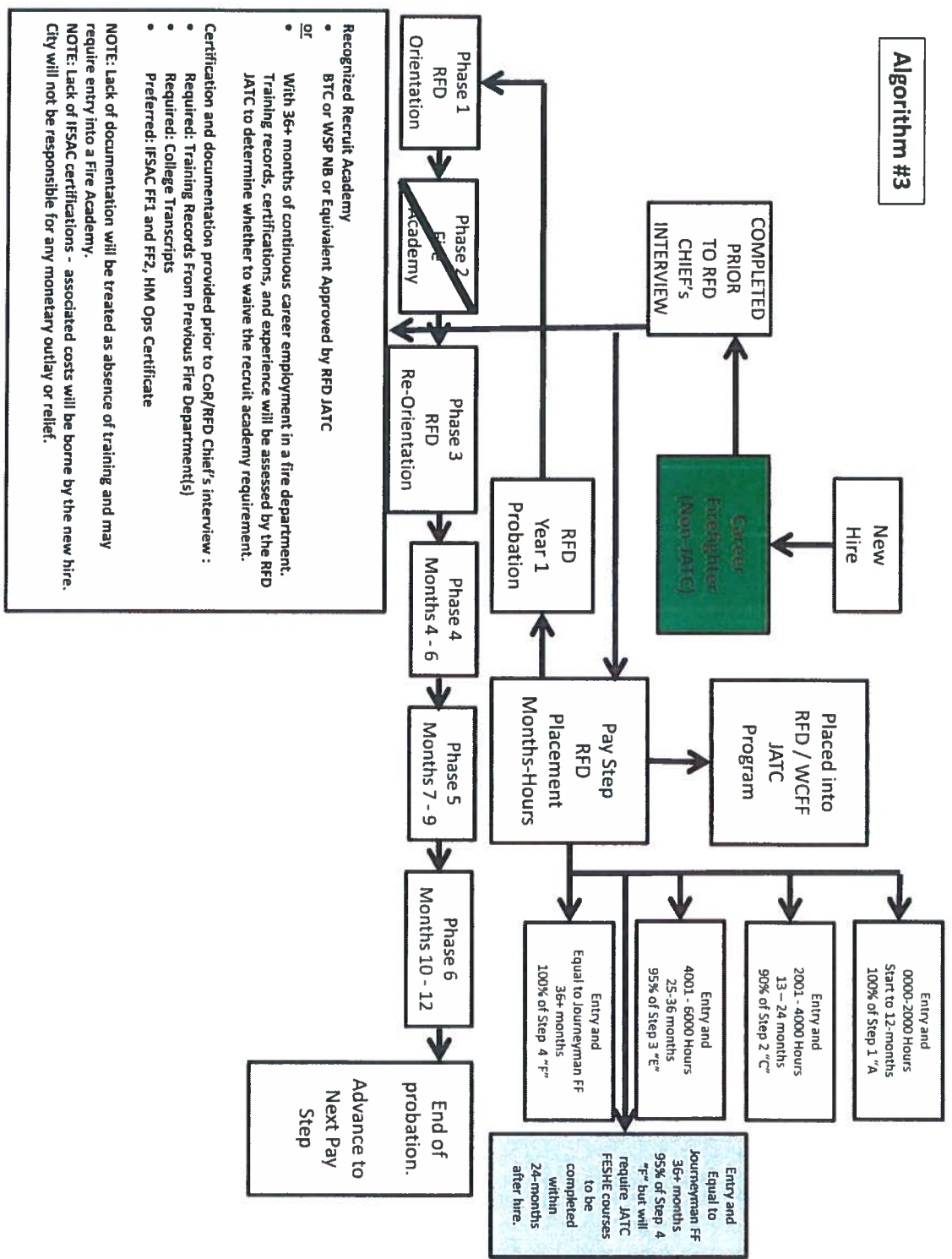
  
\_\_\_\_\_  
Allison Jubb Date 7/11/14  
Human Resources Director



**Algorithm #2**



### Algorithm #3



**2014 Rates:  
For illustration  
only**

STEP 1 "A"	4717	100%
STEP 2 "C"	5544	100%
	4990	90%
STEP 3 "E"	5863	100%
	5570	95%
	5277	90%
JOURNEYMAN "F"	6126	100%
	5820	95%
	5513	90%