

LABOR AGREEMENT

BETWEEN

SPOKANE VALLEY FIRE DEPARTMENT

AND

**INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS
LOCAL 876**

2015 through 2017

Contents

LABOR AGREEMENT	1
AGREEMENT	1
Section 1: <i>Memorandum of Agreement</i>	1
Section 2: <i>Definitions</i>	1
Section 3: <i>General Purpose</i>	1
Section 4: <i>Existing Memorandums of Agreement or Understanding</i>	1
ARTICLE 1 – RECOGNITION	2
Section 1: <i>Bargaining Agent</i>	2
Section 2: <i>New Positions</i>	2
Section 3: <i>Union Security</i>	2
ARTICLE 2 - TERM OF AGREEMENT	3
Section 1: <i>Effective Dates</i>	3
Section 2: <i>Retention of Agreement if Portion is Rescinded</i>	3
Section 3: <i>Negotiation for Renewal</i>	3
Section 4: <i>Amendment of Agreement</i>	3
Section 5: <i>Annexation, Consolidation, or Merger</i>	3
ARTICLE 3 - PREVAILING RIGHTS AND	4
MANAGEMENT RIGHTS	4
Section 1: <i>Bargaining Unit Rights</i>	4
Section 2: <i>Management Rights</i>	4
Section 3: <i>Mutual Obligation</i>	4
ARTICLE 4 – DISCIPLINE PROCEDURE	5
Section 1: <i>Discipline</i>	5
ARTICLE 5 - GRIEVANCE PROCEDURE	6
Section 1: <i>Grievances</i>	6
ARTICLE 6 - DUES	8
Section 1: <i>Collection of Dues</i>	8
ARTICLE 7 - PROMOTIONS	9
Section 1: <i>Positions</i>	9
Section 2: <i>Probationary Period</i>	9
Section 3: <i>Promotional Testing</i>	9
Section 4: <i>Seniority Points</i>	9
ARTICLE 8 - TRAINING	10

<i>Section 1: Non Mandatory</i>	10
<i>Section 2: Outside Contract Training</i>	10
ARTICLE 9 – EDUCATIONAL REIMBURSEMENT	11
ARTICLE 10 - COURT APPEARANCES	12
<i>Section 1: Employment Related</i>	12
<i>Section 2: Jury Service</i>	12
ARTICLE 11 - TELEPHONES AND MEETING SPACE	13
<i>Section 1: Telephones</i>	13
<i>Section 2: Meeting Space</i>	13
ARTICLE 12 – INSURANCE	14
<i>Section 1: Blanket Liability Policy</i>	14
<i>Section 2: Hold Harmless/Indemnification</i>	14
<i>Section 3: Medical Insurance</i>	14
<i>Section 4: Dental Insurance</i>	15
<i>Section 5: Death Benefit</i>	15
ARTICLE 13 – PERSONAL SICK LEAVE	16
<i>Section 1: Eligibility</i>	16
<i>Section 2: Accrual Rate</i>	16
<i>Section 3: Sick Leave Use</i>	16
<i>Section 4: Light Duty</i>	16
<i>Section 5: Accrued Sick Leave Conversion Factor</i>	16
<i>Section 6: Annual Sick Leave Buy Back</i>	17
<i>Section 7: End of Employment Sick Leave Buy Back</i>	17
ARTICLE 14 – DUTY RELATED DISABILITY LEAVE	18
<i>Section 1: Definitions</i>	18
<i>Section 2: Duty-Related Injury or Illness</i>	18
<i>Section 3: Light Duty</i>	19
ARTICLE 15 – LEAVE OF ABSENCE	20
<i>Section 1: Bereavement Leave</i>	20
<i>Section 2: Childbirth Leave</i>	20
<i>Section 3: Military Leave</i>	20
<i>Section 4: Emergency Preventing Work</i>	20
<i>Section 5: Line of Duty Death Funeral Support</i>	20
<i>Section 6: Volunteering for SVFD Open House</i>	21

ARTICLE 16 – CLOTHING	22
Section 1: All Members	22
Section 2: Class-A Uniforms.....	22
Section 3: Replacement	22
ARTICLE 17 – ANNUAL VACATION LEAVE	23
Section 1: Shift Members	23
Section 2: Day Members	23
Section 3: All Members	23
Section 4: Vacation Buyback Program	24
ARTICLE 18 – HOURS.....	26
Section 1: Shift Schedule	26
Section 2: Day Schedule Hours.....	26
Section 3: First year Firefighters.....	26
Section 4: Hours per Week.....	26
Section 5: Hours per Week and Hourly Rates	26
Section 6: Transfer of Shifts	26
Section 7: Overtime	27
Section 8: Call-backs.....	27
Section 9: Compensatory Time	27
Section 10: Requesting of Compensatory Time Hours.....	27
ARTICLE 19 - SHIFT TRADES	29
ARTICLE 20 – PAID HOLIDAYS	30
Section 1: Day Members	30
Section 2: Shift Members	30
Section 3: Training on Holidays.....	30
ARTICLE 21 - WORKING OUT OF CLASSIFICATION.....	31
Section 1: Vacancies.....	31
Section 2: Compensation	31
Section 3: Data Entry	31
Section 4: Assignment Criteria	31
ARTICLE 22 – CAPTAIN AND PREVENTION STEP PROGRAMS	32
Section 1: Captain and Prevention Step Review Committee.....	32
Section 2: Assignments – Day and Training Positions	32
Section 3: Training Records	32

ARTICLE 23 – ALS CERTIFICATION PROGRAM.....	33
Section 1: <i>ALS Staffing</i>	33
Section 2: <i>Inactive ALS Register</i>	33
Section 3: <i>ALS Certification</i>	33
Section 4: <i>Paramedic Trainee Testing</i>	33
Section 5: <i>Training Obligation</i>	33
Section 6: <i>Compensated Training</i>	34
ARTICLE 24 – WAGES	35
ARTICLE 25 - LONGEVITY	36
ARTICLE 26 - STAFFING.....	37
Section 1: <i>Staffing levels</i>	37
Section 2: <i>Discontinuing Staffing Apparatus</i>	37
Section 3: <i>Cross Staffing</i>	37
Section 4: <i>First Year Firefighters</i>	37
Section 5: <i>Volunteer Firefighters</i>	37
Section 6: <i>Temporary Apparatus</i>	37
Section 7: <i>Shift Training</i>	38
ARTICLE 27 - DEFERRED COMPENSATION.....	39
ARTICLE 28 – UNION TIME	40
ARTICLE 29 - VEHICLES.....	41
Section 1: <i>Assignment of Vehicles</i>	41
Section 2: <i>Response Vehicles</i>	41
ARTICLE 30 - REDUCTION IN FORCE.....	42
ARTICLE 31 - NOTIFICATION & DISCLOSURE	43
Section 1: <i>Notification</i>	43
Section 2: <i>Disclosure</i>	43
ARTICLE 32 – SPECIALTY PAY.....	44
Section 1: <i>Special Operations Team</i>	44
Section2: <i>Self Contained Breathing Apparatus Technicians</i>	44
Section 3: <i>ALS Certification Pay</i>	45
Section 4: <i>Fire Prevention Division Specialty Pay</i>	45
Section 5: <i>Certified Arson Canine Handler</i>	46
Section 6: <i>On Call Fire Investigators and Public Information Officers</i>	46
Section 7: <i>Physicals</i>	46

<i>Section 8: Civil Service Entrance Exams</i>	46
<i>Section 9: CERT Program</i>	46
<i>Section 10: Captain and Temporary Battalion Chief Day Schedule Assignments</i>	46
<i>Section 11: Captain Step Pay</i>	46
ARTICLE 33 – MEMBER RECOGNITION PROGRAM	47
ACCEPTANCE OF AGREEMENT	48
APPENDIX A – COMPARABLES	49
APPENDIX B - DRUG & ALCOHOL POLICY	50
APPENDIX C – MEDICAL PLAN	55

AGREEMENT

Section 1: Memorandum of Agreement

This agreement is made between Spokane Valley Fire Department, hereinafter referred to as the Department, and Firefighter's Local No. 876 of the International Association of Firefighters AFL-CIO, hereinafter referred to as the Union.

Section 2: Definitions

Member(s): Individual(s) **appointed to** 876 bargaining unit positions currently employed by the Department.

Shift members: Members assigned to a twenty-four (24) hour schedule.

Day members: Members assigned to a forty (40) hour week schedule.

Confirmed contact: Contacting any member in the Official Union Contact Group (President, Vice President, Chair of Wage & Hour, Chair of Grievance Committee) by one of the following means

(1) Face to face;

(2) By phone where the contacted member is talked to (not a message)

(3) Via email where return receipt is requested and received.

Notice to shift members: Via department email provided the member is at work at least two shifts prior to the effective date of change, or by personal contact.

Notice to day members: Via department email provided the member is at work at least four days prior to the effective date of change, or by personal contact.

Section 3: General Purpose

The purpose of this agreement is to increase the general efficiency in the Department and to maintain harmonious relations between the Department and the Union. To promote the morale, protect the rights, well-being and security of the Department's Union members. To accomplish the foregoing, the parties hereto agree as follows.

Section 4: Existing Memorandums of Agreement or Understanding

This contract incorporates and/or eliminates all MOAs or MOUs existing prior to December 31, 2014.

ARTICLE 1 – RECOGNITION

Section 1: Bargaining Agent

(a) The Department recognizes the Union as the exclusive bargaining agent for all civil service positions listed below:

Firefighter
Engineer
Inspector
Captain
Deputy Fire Marshal
Battalion Chief – Temporary Appointment

(b) First-year firefighters are considered at-will members. The Union may represent at-will members during their probationary period, except that at-will members may not appeal discharge under the terms of this Agreement; however, this does not constitute a waiver of applicable public law.

(c) Upon the request of any probationary firefighter who is discharged from employment during his or her probationary period, the Department will provide that firefighter with a written statement containing the specific reasons for the firefighter's discharge.

Section 2: New Positions

When the Department is going to establish any new LEOFF position it shall notify the Union in writing as to the nature and duties of the proposed position. If the Union believes the new position should be included in their bargaining unit it shall notify the Department within fifteen (15) days of said notification and the issue shall be negotiated.

Section 3: Union Security

A member filling a position represented by the Union shall, within thirty (30) days from date of hire, join the Union or contribute the equivalent of dues and assessments except as described in RCW 41.56.122. Members who fail to comply shall be discharged.

ARTICLE 2 - TERM OF AGREEMENT

Section 1: *Effective Dates*

This agreement, after being signed by the Union and the Department shall be effective on January 1, 2015 and shall remain in full force and effect through December 31, 2017 (subject to the conditions hereinafter stated), and after said date shall remain in full force and effect as prescribed by statute, law, rule, update, or the W.A.C.

Section 2: *Retention of Agreement if Portion is Rescinded*

If any portion of this agreement shall be unconstitutional or contrary to law, the remainder of the agreement shall remain in full force and effect.

Section 3: *Negotiation for Renewal*

Negotiation for renewal of this agreement shall commence at least six (6) months prior to the expiration date. A written notification by either party shall start the procedure. Negotiations shall be carried on between designated committees from the Union and the Department.

Section 4: *Amendment of Agreement*

This agreement may be amended at any time by mutual written agreement of the parties.

Section 5: *Annexation, Consolidation, or Merger*

This agreement shall be binding upon the successors 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, or transfer of either party, or by any change of any kind in the ownership or management of either party, or by any change, geographically or otherwise, in the location of place of business of either party hereto.

ARTICLE 3 - PREVAILING RIGHTS AND MANAGEMENT RIGHTS

Section 1: Bargaining Unit Rights

All present rights and privileges of the Union and members constituting mandatory subjects of bargaining as defined in RCW 41.56 ("established past practices") which are not included in this agreement shall remain in force, unchanged and unaffected in any manner by this agreement.

Section 2: Management Rights

Subject to the provisions of this Agreement, the Union recognizes the prerogative of the Department to operate and manage its affairs in all respects in accordance with applicable laws. The powers or authority which the Department has not specifically abridged, delegated, or modified by this Agreement are retained by the Department. Nothing contained in this section or elsewhere in this Agreement should be construed as a waiver by either party of any of its legal rights.

Section 3: Mutual Obligation

The Department and the Union shall cooperate fully in matters of safety, health, and welfare, affecting members.

ARTICLE 4 – DISCIPLINE PROCEDURE

Section 1: Discipline

(a) Just Cause: All discharges, suspensions, or other disciplinary actions taken against members by the Department shall be only for just cause.

1. Was the member warned of the consequences of the behavior?
2. Was the rule/order reasonably related to efficient and safe operations?
3. Was management's investigation done before disciplinary action was taken?
4. Was the investigation fair and objective?
5. Did the investigation find evidence/proof of guilt?
6. Were the rules applied evenly and without discrimination?
7. Was the penalty reasonably related to the seriousness of the offense?

(b) Notice to Member and Union President and Vice-President: The Department, before disciplining a member, shall give fifteen (15) days notice in writing to such member and the Union President and Vice President that disciplinary action is being considered. The Department will advise the member, the Union President and Vice President of the date and time of the Board of Fire Commissioners meeting at which such disciplinary action is to be considered. The member may appear at such meeting and may present any evidence that bears upon the contemplated disciplinary action which the member wishes the Board of Fire Commissioners to consider in making its decision.

ARTICLE 5 - GRIEVANCE PROCEDURE

Section 1: Grievances

(a) Grievance Defined: A grievance is any dispute between the Department and a member or the Union which may arise out of the interpretation, application, or alleged violation of any specific terms or provisions of this Agreement, or any established past practice.

(b) Procedure: The Union grievance committee, upon receiving a written statement from any source asserting a matter or situation exists which is claimed to constitute a grievance shall determine whether or not, in its opinion a grievance does exist. If, in the opinion of the committee, no grievance exists, no further action shall be taken. If, in the opinion of the committee, a grievance does exist, then the committee shall, with or without the member or members who asserted the grievance, present the grievance in writing to the chief or his designee for resolution. The claim of grievance shall specify the article of this agreement or past practice, violation or application of which is claimed. The grievance must also be presented to the chief or his designee – within sixty (60) calendar days of the date when the grievance arose. If within twenty (20) days after being thus submitted, the grievance has not been resolved, the committee shall have twenty (20) days to submit the grievance to the Board of Fire Commissioners for resolution. If the grievance has not been resolved by the Board of Fire Commissioners within twenty (20) days of their receipt of the grievance, the committee may submit the grievance to arbitration within the next twenty (20) days or the grievance shall be waived.

(c) Grievance Arbitration: The submission to arbitration shall be by notice in writing to the board. The parties shall select one neutral arbitrator to decide their dispute. In order to select this arbitrator, the Union will request PERC to provide the parties with a list of at least seven (7) arbitrators, and the Union and the Department will then alternately strike names from this list until the name of only one arbitrator remains on the list. This individual will then be selected to act as the parties' arbitrator. Although, the parties may mutually agree to select an arbitrator by utilizing another method in a particular instance, they also agree that arbitrator selection will be completed within thirty (30) days of the submission of a grievance to arbitration.

The determination of the arbiter shall be final and binding on all parties. Any action required to be taken for which no time is set shall be conducted in accordance with the laws of the state of Washington pertaining to arbitration and in the absence of a provision of such laws, or in this Agreement, then in accordance with the rules of the American Arbitration Association.

(d) Costs of Arbitration: The expenses and fees of the arbitrator shall be borne equally by the parties. Each party shall also bear singly all costs related to preparing and presenting its own case before the arbitrator. Any party wishing to utilize a court reporter in connection with an arbitration hearing may do so provided that they provide the other party with at least five (5) days written notice of their intent to do so. If a party complies with the notice requirement set forth above the parties shall bear equally the cost of the court reporter. If a party fails to comply with the notice requirement set forth above, that party may not utilize a court reporter without the express permission of the other party.

(e) Election of Remedy: The parties hereby agree that members may not litigate any matter that is deemed to be a grievance by the Union grievance committee both through the arbitration hearing that is provided for as part of this grievance procedure and through a Civil Service hearing. Therefore, before an arbitration hearing is held as part of this grievance procedure or a hearing is held as a result of Civil Service procedures, all affected members will

need to make an election as to which of the two procedures that they want to continue to pursue and will need to take steps, in coordination with the Union if that is appropriate, to withdraw from the process which they choose not to continue to pursue.

ARTICLE 6 - DUES

Section 1: *Collection of Dues*

The Department will cooperate with the Union in the collection of dues. The Union shall be responsible for certifying current and correct lists of its members to the Department. Such lists shall specify those members of the Union's bargaining unit who have authorized the Department to withhold their dues payments (or the equivalent thereof) from their paychecks and to remit those payments directly to the Union. The Union will also notify the Department on a regular basis as to the proper monetary amounts that should be withheld from the paychecks of such members in order to pay for their dues. The Union will strive to give at least forty-five (45) days notice of any changes, but in any event such notification shall occur at least thirty (30) calendar days prior to the end of the first pay period in which the withholding will be changed. Upon receipt of the above referenced information from the Union, the Department will then be obligated to withhold the appropriate dues payments from the paychecks of every member of the bargaining unit who has authorized the Department to do so in writing. The Department shall then remit these amounts immediately directly to the Union's secretary/treasurer by sending them to the mailing address that is specified by the Union.

ARTICLE 7 - PROMOTIONS

Section 1: Positions

All bargaining unit positions except Fire Fighter shall be appointed under the rule of one.

Section 2: Probationary Period

The probationary period for bargaining unit positions shall be one year. The probation may be extended by the number of days or shifts an appointee is absent from full duty or on light duty, in excess of twenty (20) calendar days for day members, or ten (10) shifts for shift members, excluding vacation and Kelly days. In the event a probationary employee receives a performance improvement plan in the last two months of their probationary period, the one year probation will be extended, but for no more than 90 days. If the Department elects to exercise its prerogative to demote a member or extend their probation during the probationary period, the Department agrees to present the affected member with a written statement containing the reasons for the demotion or probation extension.

Section 3: Promotional Testing

There will be a Joint Promotional Committee comprised of one (1) representative from Department Administration, one (1) member from IAFF Local #876, one (1) officer from IAFF Local#3701, one (1) Commissioner from the Department's Board of Fire Commissioners and the Chief Examiner. A quorum will consist of a minimum of two (2) from this group (Administration, Fire Commissioner or Chief Examiner) and one (1) union represented position. Committee decisions will only be made after a two-thirds vote. For the purposes of test preparation the Chief and/or the Union President will select a subject matter expert to assist in creating assessment center station(s).

The Local 876 President and Vice President will be given at least five (5) business days confirmed contact of any JPC meeting where action involving a Local 876 represented position will occur.

Section 4: Seniority Points

Seniority points shall be calculated at a rate of one quarter (1/4) point per complete year of service to a maximum of five (5) points

ARTICLE 8 - TRAINING

Section 1: *Non Mandatory*

(a) Compensation: All non-mandatory training offered by the Department to any member, during off duty hours, may be without compensation.

(b) Cost Reimbursement: The Department may, with prior approval, pay any combinations of registration, training material costs, lodging, travel, per diem.

(c) Hours: The Department may, with prior approval, cover duty hours.

Section 2: *Outside Contract Training*

If the Department desires to provide contract training by members to another entity, it will be a subject of bargaining.

ARTICLE 9 – EDUCATIONAL REIMBURSEMENT

Voluntary education: The Department recognizes the value of education and agrees to the following:

Members shall have approval of the Fire Chief's designee prior to taking a course from an accredited college or university that the member will seek reimbursement.

Members completing and passing the degree work or course with a grade of "Pass" and/or "C" (2.0 GPA) or higher, will present documentation to the Chief's designee for reimbursement.

The Chief or his designee shall review the documentation. If the documentation is complete the Department will initiate the process to reimburse the member per rule. If the documentation is incomplete, it is the responsibility of the member to provide complete documentation.

Cost reimbursement will be on a first come, first serve basis.

ARTICLE 10 - COURT APPEARANCES

Section 1: *Employment Related*

The Chief or his designee will determine if the member needs to be accompanied and/or represented by Department legal counsel.

Members, who are directed through a subpoena and with acknowledgement of a Chief Officer, shall be given, time off to appear in any proceeding arising out of the performance of the member's duties.

With approval of a Chief Officer any off-duty time during which a member is required to thus appear shall be compensated at one and one half times the member's hourly wage rate.

Section 2: *Jury Service*

Any member who is called for jury service in any municipal, county, state, or federal court shall advise the Department upon receipt of such notice. The member will be excused from work for the actual time spent reporting for jury service, plus travel time and shall return to work immediately after being excused from jury service for the day. When serving as a juror, a member may be excused by a chief officer from additional duty hours to fulfill this duty as a juror.

ARTICLE 11 - TELEPHONES AND MEETING SPACE

Section 1: Telephones

The Department shall furnish two telephone lines at any facility with two or more regularly staffed apparatus and one telephone line for each of the other facilities staffed by members. The Department shall provide Internet access, subject to Department rules.

Section 2: Meeting Space

The Department shall furnish the Union with suitable meeting space on the first Wednesday of each month for the monthly Union meeting. Upon request, the Department shall provide available Department facilities for periodic special Union meetings.

ARTICLE 12 – INSURANCE

Section 1: Blanket Liability Policy

The Department shall maintain a blanket liability insurance policy for the protection of the Department and which also affords protection to the members for possible claims arising out of the operation of Department equipment or the performance of other acts of employment if such acts were made in good faith and within the obligations or duties of said member.

Section 2: Hold Harmless/Indemnification

(a) In the event that the Department shall not be able to procure or, for some unforeseen reason, not be able to maintain blanket liability insurance which protects the Department and the members from claims arising out of the operation of the Department's equipment or the performance of other acts within the scope of employment, the Department agrees to hold harmless and indemnify the members from any and all liability, loss, or damage suffered as a result of claims, demands, costs, judgments, or expenses incurred or arising out of such activities providing the member(s) acted in good faith and in a manner the member(s) reasonably believed to be in, and not opposed to, the best interest of the Department, and with respect to any criminal action or proceeding, had no reasonable cause to believe the member's conduct was unlawful.

(b) The Department agrees to defend against any and all claims brought, or actions filed, against members with respect to the subject of this Indemnification and Hold Harmless Provision, whether such claims or actions are rightfully or wrongfully brought or filed. Should the Department fail, for any reason to so appear and defend, the member(s) involved may employ attorneys of their own selection to appear and defend the claim or action on their behalf, at the expense of the Department.

Section 3: Medical Insurance

Both parties agree to reopen this article during September of each year of this contract to discuss ACA compliance, potential Cadillac taxes, coverage etc.

The Department agrees to provide medical insurance coverage for each active member and their dependants as outlined in the current department medical coverage summary. The Department will pay 100% of the active member's monthly premium. Beginning January 1, 2015 members will pay a portion of their dependant(s) medical insurance via payroll deduction as follows:

- 1 dependant \$30.61 plus 2015 increase
- 2+dependants \$61.24 plus 2015 increase

Beginning January 1 2015 and for the remainder of the contract the Department will pay 100% of premium increases for members. Dependant premium increases as listed above will not increase more than 15% in any year.

Example: If premiums increase 10% then dependant share listed above increases 10%
If premiums increase 25% then dependant share listed above increases 15%

The Department will fund a Health Reimbursement Arrangement (HRA) in the amount of \$1000.00 for each member. The HRA may be used to reduce the medical deductible and co-pay expenses, excluding prescription co-pays.

- At the end of January, the Department will roll 100% of the member's unused portion of the HRA for the previous calendar year into a member-owned VEBA account.
- A Flexible Spending Account (FSA) component is available for members to contribute pre-tax dollars for anticipated yearly medical costs. The FSA will be limited to a maximum of \$2500.00 annually per member.

Section 4: *Dental Insurance*

The Department shall provide a dental insurance program for all members and their dependents. The Department will pay a maximum premium of \$100 per member per month.

Section 5: *Death Benefit*

The Department will provide a fifty thousand dollar (\$50,000) death benefit for any member.

ARTICLE 13 – PERSONAL SICK LEAVE

Section 1: Eligibility

This Article shall apply only to members who are covered under the Washington State LEOFF II retirement system.

Section 2: Accrual Rate

Upon employment by the Department, a shift member will be credited with 120 hours of sick leave and accrue at the rate of eighteen (18) hours per month. If a shift member utilizes one hundred and twenty (120) hours of sick leave in a month the member will not accrue sick leave hours that month.

Upon employment by the Department, day members will be credited with 88 hours of sick leave and accrue sick leave at the rate of twelve (12) hours per month. If a day member utilizes eighty (80) hours in a month, the member will not accrue sick leave hours in that month.

Section 3: Sick Leave Use

A member released from full duty utilizing sick leave hours shall be entitled to all of the benefits of this agreement. Accrued sick leave is used at the rate of one (1) hour for each hour absent because of illness, injury, or FMLA, rounded to the nearest $\frac{1}{4}$ hour.

For shift members that have less than 720 sick leave hours, and day member with less than 480 sick leave hours, at the beginning of an absence, the Department, with union permission, will allow each member to donate 1-5 hours (in full hour increments to a maximum of 5 hours) of sick leave, per occurrence, to the member to extend the absence. A member must use all of their accrued leave before receiving a donation from the local.

A member may use up to one shift/day of sick leave per year for unforeseen emergency non-sick incidents.

A member with an absence in excess of 240 hours may elect to use other accrued leave hours in place of sick leave.

A member will be separated from the benefits of this agreement and employment with the Department when their sick leave, and donated sick leave hours are exhausted.

Section 4: Light Duty

Members who are released from full duty may request a light-duty assignment that will be at the Department's discretion. The light duty assignment form must be completed and signed by a physician/PA or other health care provider outlining the restrictions of the member. If the Department allows a member to work light-duty they will have all the rights and benefits of this agreement. A light duty assignment may not last more than 90 calendar days and with permission of the member and the Department it may be non-consecutive. Members approved for a light-duty assignment may be assigned to a shift or day schedule.

Section 5: Accrued Sick Leave Conversion Factor

A sick leave conversion factor of $(1080/1440 = 0.75)$ will be used when converting a member's accrued sick leave hours from a shift to day or day to shift accrued hours. Hours will be converted only if the member changes shift for more than 90 days. To convert shift to day hours, take the shift hours $\times 0.75 =$ day hours. To convert from day hours to

shift hours, take the day hours $\div 0.75 =$ shift hours. The conversion will be rounded to the nearest whole hour.

Section 6: Annual Sick Leave Buy Back

At the end of each calendar year all members shall be paid at the rate of one quarter (25%) of their hourly wage rate of their permanent rank, for every hour of sick leave that they have accrued beyond 1440 hours (shift members) and 1040 hours (day members) and those hours will be removed from their sick leave accrued hours. The buy-back amount will be payable on the last pay period in January.

Section 7: End of Employment Sick Leave Buy Back

With a retirement through DRS or a member's death, the value of any accrued sick leave hours, up to a maximum of 1080 hrs (days), 1440 (shift), will be paid to the member or their beneficiary at a rate of twenty percent (20%) of the member's hourly wage rate of their permanent rank.

ARTICLE 14 – DUTY RELATED DISABILITY LEAVE

Section 1: Definitions

The term "Duty related injury or illness" shall be determined by the Washington State Department of Labor and Industries (L&I).

Section 2: Duty-Related Injury or Illness

A Member shall be placed on Sick Leave Duty Related (SLDR) within the Telestaff report if;

1. The Member was injured and/or has been diagnosed with an illness as a result of the performance of their duties, **and**
2. The Member has reported and documented that injury and/or illness within the FDM/ incident report /firefighter casualty or FDM/Personal Injury Reporting.

If a Member is unable to return to work by the third calendar day, not inclusive of the day of the injury or diagnosis of illness, the Member shall consult a medical provider and initiate a claim with the L&I.

If the Member fails to initiate a claim, the Member will be placed on personal sick leave in accordance with Article 13, until such time that a claim is initiated.

From the time a claim is initiated, the Member will be kept on salary (wage) for up to the next 240 hours (shift Member) and 160 hours (day Member), unless the member has been released to light duty/modified duty by their health care provider, for each injury or illness awaiting the L&I determination.

If it is determined by L&I that the injury or illness was duty related, and the member continues on a Release from Work status, when the kept on salary (wage) hours are exhausted the Member will go on L&I time loss with supporting documentation from their health care provider. While on time loss the Member will be paid full wages to protect their automatic payroll deductions and pension credits but the Member is required to remit to the department the L&I time loss payments within thirty (30) days of L&I posting the payment or the Department will discontinue payment of any wages. When the outstanding L&I payments are remitted to the Department, any back wages will be paid to the Member.

The Department shall provide its 50% share of the disability leave supplements and the employee shall provide 50% of the disability leave supplement from accrued sick leave hours in accordance with RCW 41.04.500 et seq. for the remainder of the six months disability leave period.

If L&I determines the claimed injury and/or illness was not duty related or at the end of the 240 or 160 hours of kept on salary (wage) they have not made a determination, all of the sick leave duty related hours will be converted back to personal sick leave use under Article #13 until a determination is made. If the Member does not have enough personal sick leave hours to cover the absence, the conditions in Article #13 will govern.

A Member released from full duty and on L&I time loss benefits, shall be entitled to all of

the benefits of this agreement, until the end of the sixth full month, at which time the Member will be separated from employment with the Department and receive payment for any accrued leave hours.

Section 3: *Light Duty*

Members who are released from full duty may request a light-duty assignment, from the date of the injury or onset of the illness, at the Department's discretion, with approval of their medical provider. If the Department allows a Member to work light-duty, they will have all the rights and benefits of this agreement. Members may use up to three hours per week during work hours to work out (within their physician's work restrictions) at their assigned light duty location. A light duty assignment may not last more than 90 calendar days. Members approved for a light-duty assignment may be assigned to a shift or day schedule.

If a Member refuses light duty while on L&I time loss he will no longer be entitled to all of the benefits of this agreement and will be separated from employment with the Department.

Any duty related injury or illness which occurs while on a light-duty assignment will be treated the same as any other duty related injury or illness.

ARTICLE 15 – LEAVE OF ABSENCE

Section 1: Bereavement Leave

The Department will grant shift members 48 hours, and day members 40 hours of paid bereavement leave in the event of a death in the member's family. The member's family is defined as the spouse/registered domestic partner, children, parents, grandparents, brothers, sisters and grandchildren of the member or of the member's spouse/registered domestic partner.

Members may request additional leave hours which will be taken from their accrued vacation hours.

Section 2: Childbirth Leave

In the event of the birth or adoption of a child, the parent of said child shall be permitted to use Family Medical Leave.

Section 3: Military Leave

RCW 38.40.060 entitles members who belong to the military reserves or the National Guard to have a military leave of absence, not to exceed twenty-one (21) work days or eight (8) shifts each Federal fiscal year, October 1–September 30. Members shall notify the Department in writing as soon as they know the dates upon which they will be in active duty, and shall also give a copy of their military orders to the Department.

Section 4: Emergency Preventing Work

Any member who is unable to report to work, or will be late for work due to an emergency or any other justifiable reason, must notify the duty Battalion Chief as soon as possible. This provision shall not be interpreted as condoning absences from work or late arrivals at work. Vacation or comp hours will be deducted for hours absent.

Section 5: Line of Duty Death Funeral Support

Members of IAFF Local 876 shall be allowed to volunteer their time to support Department participation in Line of Duty Death (LODD) funerals for fire service agencies in Spokane and Kootenai Counties. This includes staffing SVFD apparatus that may be stationed in the Department's or another agency's jurisdiction. In addition, members may also volunteer to fill incident management roles that are activated during the planning, implementation, or evaluation phases of LODD funerals.

During their service, members of the Local who are volunteering in this capacity will be considered to be on-duty and entitled to the rights and benefits of the CBA (other than pay) and subject to the Department's policies and procedures. Members shall not exceed the maximum number of work hours in the Department's designated FLSA cycle which limits each member to volunteering a maximum of 13 hours for the first full shift of leave (Kelly day, sick leave, vacation, etc) in the cycle. Any additional leave taken during the FLSA cycle (i.e. sick leave or vacation) will increase the maximum allowable volunteer hours by the number of hours of leave used.

Section 6: *Volunteering for SVFD Open House*

Members shall be allowed to volunteer their time to support Department participation in Spokane Valley Fire Department's Open House. This includes staffing SVFD apparatus that may be needed for the Open House.

During their participation, members of the Local who are volunteering in this capacity will be considered to be on-duty and entitled to the rights and benefits of the CBA (other than pay) and subject to the Department's policies and procedures. Members shall not exceed the maximum number of work hours in the Department's designated FLSA cycle which limits each member to volunteering a maximum of 13 hours for the first full shift of leave (Kelly day, sick leave, vacation, etc) in the cycle. Any additional leave taken during the FLSA cycle (i.e. sick leave or vacation) will increase the maximum allowable volunteer hours by the number of hours of leave used.

ARTICLE 16 – CLOTHING

Section 1: All Members

The Department shall furnish the following uniforms appropriately patched and hemmed:

- Three (3) uniform shirts for shift members
- Four (4) uniform shirts for day members
- Three (3) uniform pants
- One (1) pre-fire coat
- Four (4) physical fitness T-shirts and two (2) shorts
- One (1) work shirt, and
- One (1) pair of leather uniform boots (or equivalent cash reimbursement)

Section 2: Class-A Uniforms

All members who have completed initial probation may receive one (1) Class-A uniform to include coat, pants, shoes, shirt, tie, hat, and hat badge

Section 3: Replacement

The Department shall replace uniforms when worn or damaged beyond the point of being presentable. Class-A uniforms will not be replaced unless worn or damaged.

ARTICLE 17 – ANNUAL VACATION LEAVE

Section 1: Shift Members

(a) Each shift member shall earn 144 hours of vacation at full pay during each full year of continuous employment by the Department.

(b) In addition to that vacation time mentioned in paragraph (a), each shift member shall accrue an additional:

- 72 hours of vacation for completion of 4 years job seniority,
- 96 hours of vacation for completion of 8 years job seniority,
- 120 hours of vacation for completion of 12 years job seniority,
- 144 hours of vacation for completion of 16 years job seniority,
- 168 hours of vacation for completion of 20 years job seniority,

(c) Vacation leave earned during a period of less than one year shall be computed at the rate of twelve (12) hours per month, plus one twelfth (1/12) per month of the vacation provided for in sub-section (b) above. Vacation hours of less than 24 hours can be carried over into the next calendar year.

Section 2: Day Members

(a) Each day member shall accrue 120 hours of vacation at full pay during each year of continuous employment by the Department.

(b) In addition to the vacation provided in paragraph (a) above, each day member shall accrue an additional:

- 24 hours vacation for completion of 4 years job seniority,
- 48 hours vacation for completion of 8 years job seniority,
- 72 hours vacation for completion of 12 years job seniority,
- 96 hours vacation for completion of 16 years job seniority,
- 120 hours vacation for completion of 20 years job seniority,

(c) Accrued vacation leave earned during a period of less than one year shall be computed at the rate of ten (10) hours per month plus one twelfth (1/12) per month of sub-section (b) above. Vacation hours of less than ten (10) hours may be carried over into the next calendar year.

Section 3: All Members

(a) Annual vacation leave earned in any calendar year shall be taken in the succeeding year in available time slots as determined by the department. If, for a legitimate reason, a member is unable to take scheduled vacation, the member shall contact the Department and re-schedule it during available time slots. If unable to re-schedule it in that calendar year, the vacation may be re-scheduled during available time slots in the following year, as determined by the administration. If there are no available time slots the following year, the member will be paid in cash at the end of the calendar year. Selection of available time slots by the member will be on a first come basis.

(b) A member whose employment is terminated by death, reduction in force, resignation, dismissal, or retirement and who has accrued vacation leave shall be paid therefore

to the extent of vacation earned and not taken. In the event of a member's death, such payment shall be made to his estate or surviving spouse.

(c) Scheduling of vacation leave shall be on the basis of the member's seniority by shift. A minimum of 5 time slots will be made available for vacation picks per shift, one of which may be a vacation buyback shift, as determined by the Department.

The member shall take no more than one half (1/2) of the accrued vacation shifts (rounded up to the next higher full day or shift if one half results in a fractional day or shift) in prime time. Prime time is Central Valley School District's spring break, the months of June, July, August and the last 15 days of December Example: Eleven (11) shifts available = maximum of six (6) shifts in prime time.

Once vacation has been scheduled it will not be replaced by any other form of leave except for duty related injury, military leave, and approved training, or any sick leave that exceed 240 hours per occurrence.

Shift members may move scheduled vacation to available timeslots with permission of the Chief or his designee.

(d) Vacation scheduling shall begin in October of each year for the following year. In September members will be assigned a date and a 60-minute time frame in October to schedule their vacation. The list of the assigned dates and times shall be emailed to each member. Each member or their designee shall contact the Department during the appropriate time frame on their assigned date to schedule their vacation. If a member wishes to use a designee, the Department must be notified in writing in advance of the contact. Members who fail to schedule vacations on their assigned date and time window shall be passed over until such time as the member contacts the Department. Any member who makes the contact after his assigned date and time window will schedule vacation from the available days remaining when the contact is made.

(e) Each member will have the member's vacation leave figured in the manner the member is working (day or shift schedule) when the member takes the vacation.

Transferring vacation hours from a shift to a day schedule of a day to shift schedule will be calculated by dividing the monthly hours accrued as a day member by the hours accrued as a shift member to determine the conversion factor.

Example $120+72 = 192$ day / $144+120 = 264$ shift = 0.727 (conversion factor)

Shift to day 154 (current shift hours) x 0.727 = 112 day hours

Day to shift 112 (current day hours) / 0.727 = 154 shift hours

Hours will be converted only if the member changes shift for more than 90 days.

Section 4: *Vacation Buyback Program*

Shift Members

The Union and Department will review the effectiveness of the program in August each year to make necessary changes. Should it be determined the program is not cost effective the program may be cancelled by the Department or the Union

The Department, at its discretion will, on an annual basis, pick 198 shifts (buyback shifts) that will be made available to be worked for straight time overtime, (66 vacation buy backs per shift)

One half of these shifts will be made available for buyback during primetime. There will be no buybacks available on Department recognized holidays. Members who are moved to a different shift through the year will have their vacation buyback shifts moved to the new shift.

The members, by shift seniority, may choose up to 6 shifts of their vacation to work but the largest one half must be in prime time, if available. The member must work the shift to be paid and is not allowed to trade or use comp time to cover the shift.

If all the vacation buyback shifts have not been selected at the end of the vacation selection process, or if shifts become open because a member's shift changes or a retirement, the Union with 10 days written notice to the Department may approve the move of a member's unused vacation to an unselected or open shift.

In the event the member is unable to work the selected buyback shift the vacation working code will be deleted and the member will use vacation. Such occurrences would render the member ineligible to participate in the vacation buyback program the following year, unless the occurrence resulted from a long term or duty related sick leave (The member is not permitted to take a callback, if one becomes available, on the cancelled buyback shift). If another member on vacation on the same date is willing to work the buyback shift, the Union with 10 days written notice to the Department, may approve the change.

Members at the time of Vacation selection may replace their Kelly Day with a Vacation Day as long as there is still one of the five (5) time slots available, this will ensure the member will have that day off. The Kelly day will then be rescheduled by the Department, at the Department's discretion.

Day Members

Members on a day schedule may, at the discretion of their supervisor, schedule and work for straight time overtime, up to 40 hours of vacation per year

ARTICLE 18 – HOURS

Section 1: Shift Schedule

Hours of duty for all shift members shall be on the basis of twenty-four (24) hours on duty and forty-eight (48) hours off.

Section 2: Day Schedule Hours

Day schedule members will work a 40 hour week. A Chief Officer may adjust the schedule with 10 calendar days notice.

Section 3: First year Firefighters

Assigned to a Department or Regional Recruit Academy may be assigned to an alternate work schedule as long as the schedule does not exceed 40 hours per week.

Section 4: Hours per Week

The normal working schedule for Fire Operations shall be in twenty-four (24) hour shifts as follows: For Section 7(k) purposes under the Fair Labor Standards Act, the work period (FLSA, 29 U.S.C., 207)(k) shall be twenty seven (27) days beginning on January 1, 2015 and every twenty seven (27) days thereafter, for a total of 204 hours maximum:

Employees will work one twenty-four (24) hour shift followed by forty eight (48) hours off duty. The working shift will begin at 0800 hours.

Hours for shift personnel will be reduced to an annual average of 49.56 hours per week by assigning a minimum of fourteen (14) Kelly days per calendar year.

There will be no more than 3 (three) full FLSA cycles with no Kelly days scheduled. Kelly days will not be moved with less than 10 (ten) days notice, unless agreed to by the member or an administrative shift reassignment (shift change).

Kelly days will not be scheduled during vacation or military obligation, however a member may request a Kelly day to cover military obligation but if a scheduled Kelly day coincides with any other kind of leave the Kelly day will not be rescheduled. Kelly days will be scheduled at the Department's discretion except that such scheduling shall comply with the FLSA. Members will receive a prorated number of Kelly days for the length of time they are assigned to a shift schedule, rounded to the nearest full shift.

Section 5: Hours per Week and Hourly Rates

(a) The hourly wage rate for shift members shall be equal to their monthly base wage plus longevity and specialty pays (Captain Steps, ALS, Tech Rescue and SCBA, Swift Water,), times twelve (12), divided by 52.14 weeks, and then divided by and 49.56 (see Section 4)

(b) The hourly wage rate for day members shall be equal to their monthly base wage plus longevity and the specialty pays (Captain's assigned to a day schedule), multiplied by 12 then divided by 2080 hours.

Section 6: Transfer of Shifts

Shift members who are transferred, if the transfer would result in less than seventy-two (72) hours notification, shall have the right to refuse the transfer, provided that the

Department may, nevertheless, require a transfer with less than the seventy-two (72) hours notification, but shall pay time and one half for the first shift following the transfer.

Section 7: Overtime

Overtime shall be paid at time and one half of the member's hourly wage rate. Rounded to the nearest ¼ hour

Section 8: Call-backs

Shift members called back to duty by the Chief or his designee shall be given a minimum of two (2) hours of overtime pay, rounded to the nearest ¼ hour. Compensation shall begin when they arrive at the assigned location and end when released by a Chief Officer. Members accepting a callback shall not be able to trade the callback. The two hour minimum shall not apply for shift members being held over at shift change.

Day scheduled members called back or dispatched to respond shall be given a minimum of two (2) hours of overtime pay, rounded to the nearest ¼ hour. Compensation will begin at their notification to the CCC that they are responding and end when released by a Chief Officer.

Consultation phone calls shall not be subject to the two (2) hour overtime minimum.

Section 9: Compensatory Time

Shift members who are pre-authorized to voluntarily perform tasks, attend meetings, or perform other compensable duties outside their regular hours shall accrue one and one half hours of comp time off for each hour worked. Shift members may take comp. time in no less than four (4) hour blocks.

The Department may direct members to reduce their comp. time banks. Any hours above ninety-six (96) will be paid at straight time. The hours will be submitted for payment with the next available payroll. Members have the right to refuse comp time work

Day members who are preauthorized to voluntarily perform tasks, attend meetings or perform other compensable duties outside their regular work hours shall accrue one and one half hours of comp time for each hour worked. Day members may take comp time in no less than two (2) hour blocks.

The Department may direct day members to reduce their comp time bank. Any comp time hours above fifty (50) will be paid at straight time. The hours will be submitted for payment with the next available payroll. Members have the right to refuse comp time work

Section 10: Requesting of Compensatory Time Hours

Shift Members shall request in writing from the Department, at least sixty-four (64) hours in advance the number of hours and the date that they want comp time off. Day members shall request in writing from the Department, at least twenty four (24) in advance the number of hours and the date they want to use comp time. The Department may deny the request if it deems it necessary. If, on the third request to take comp time use hours that are available, the Department should deny the request, the Department shall pay the member his/her hourly wage rate for the comp time hours requested unless the denial is because overtime might be incurred, as discussed below. If a request is made less than sixty-four (64) hours (shift members) or twenty four (24) hours (day members) in advance and denied, it will not count as a denial of a request.

The Battalion Chiefs will grant one (1) 24 hour comp. time use, regardless of shift staffing. Once approved, comp time may not be withdrawn except at the request of the employee, and if withdrawal of comp time does not incur overtime. A Battalion Chief and one Local 876 member may be absent on comp. time simultaneously, if, when comp time is scheduled, no overtime is projected to be incurred as a result. When budgeted overtime use for the Department reaches 80% in the fiscal year, the Battalion Chief may grant comp. time use as long as overtime pay is not incurred. Policy 142 of the Safety & Operations Manual, except as amended herein, will be followed.

ARTICLE 19 - SHIFT TRADES

The Department recognizes the practice of trading time.

(a) A chief officer can disallow a shift trade when, in his/her opinion, the trade interferes with the efficient operation of the Department, or when there exists other sufficient "good cause". When a denial occurs, the reason for the denial shall be stated in writing by the responsible officer.

(b) The Department will not be held responsible for the "payback" of any shift trades nor assume any financial liability for time worked in trade.

(c) In all cases involving trades the member who agrees to work the trade shall be responsible to have the shift worked by a qualified member. If the member who agreed to work the trade fails to report to work, that member will have his vacation and/or comp time hours charged for the number of hours absent. If the member becomes ill or is injured and cannot work the shift, he will have his/her sick leave charged for the hours absent. Promoted members shall have a maximum of sixty (60) days to clear trades from the books with ineligible personnel.

(d) Trading shifts will in no way affect the FLSA period or any scheduled time reduction days off.

(e) Any shift member that is qualified to ride out of classification as a company officer may be eligible to request a trade with an officer.

ARTICLE 20 – PAID HOLIDAYS

Section 1: Day Members

Day members will be granted 96 hours for holidays annually pro-rated for the length of time assigned to a day schedule. Designated department holidays are as follows:

New Year's Day,
Martin Luther King's Birthday,
President's Day
Memorial Day,
Independence Day,
Labor Day,
Thanksgiving Day
Day after Thanksgiving,
Christmas Day, and
Any other days designated as holidays by the Board of Fire Commissioners

Holiday hours must be utilized in the current year.

Section 2: Shift Members

All shift members shall receive 5 hours of straight time pay per pay period, as holiday compensation. Holiday compensation shall be pro-rated for the length of time assigned to a shift schedule per month.

Section 3: Training on Holidays

The Department agrees not to schedule training on the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

ARTICLE 21 - WORKING OUT OF CLASSIFICATION

Section 1: Vacancies

All vacancies in shift member positions created by vacations, sickness, injury, military leave, or any other reason for periods up to thirty (30) days shall be filled by acting members. In the event that a position is documented to be vacant for a period greater than thirty (30) days, except for vacancies due to vacations, then a request for temporary or provisional appointment will be made.

Section 2: Compensation

Members who work out of class will be paid an additional rate, per hour worked, as follows:

Firefighter to Engineer	\$1.56
Firefighter/Engineer to Captain	\$3.43
Captain to Battalion Chief	\$5.63

Compensation for working out of class in all other positions is included in base wages and no additional pay will be earned.

Section 3: Data Entry

Any member who works out of classification shall be paid out of class pay for the time worked, rounded to the closest quarter hour. Members will review the daily roster to verify that their out of class status has been properly recorded. The member should notify the BC prior to the end of their shift to correct any errors on the roster.

Section 4: Assignment Criteria

Out of class assignments will be filled by a qualified member at the discretion of the Battalion Chief

Members may submit a letter to their Battalion Chief requesting not to be assigned out of class. However, out of class assignments will be determined based on the needs of the Department and the request may not be honored.

ARTICLE 22 – CAPTAIN AND PREVENTION STEP PROGRAMS

Section 1: *Captain and Prevention Step Review Committee*

The Captain and Prevention Step Review Committee will consist of three (3) Department Administration and three (3) Local#876 members.

The committee will meet within a month of a written request for an equivalency decision based on educational or certification issues, or when there has been a request for approve of a Captain or Prevention Step change submitted to the committee.

Captain and Prevention step changes will be made on the first of the month following approval by the review committee.

The committee will also be responsible for establishing, reviewing or modifying the requirements for each step level in the Captain and Prevention Step Programs when required,

Section 2: *Assignments – Day and Training Positions*

Captains assigned to a 40 hour work week day schedule or 24-hour shift training/safety positions will be selected by the following process:

1. Request for volunteers
2. If there are no volunteers or if the Fire Chief interviews volunteers and chooses not to fill the assignment from that group, the Fire Chief will select three (3) candidates to interview and will choose one officer to fill the assignment.
3. The Captains will interview before a panel of department employees comprised of the Fire Chief or his designee, the Union President or his designee,

The assignment to a day schedule will be for 18 subject to evaluation by the Fire Chief.

Non-probationary Captains will be assigned to manage various programs within the Department (see functional authority chart). The Department will attempt to assign programs in an equitable manner based on department needs. Assignments to manage programs will be supervised by Chief Officers

Section 3: *Training Records*

All training records will secured by the Training Division.

ARTICLE 23 – ALS CERTIFICATION PROGRAM

Section 1: ALS Staffing

- (a) The Department shall determine the number of Paramedics, by position, that will be compensated for ALS certification.
- (b) Consistent with the needs of the Department, additional Paramedics shall first be chosen from the Inactive Register.
- (c) Should the Inactive Register prove unable to provide an adequate number of Paramedics, the Department will provide ALS training and certification to the number of members deemed appropriate.
- (d) The Department, provided current members are qualified and/or willing to test for paramedic trainee, shall not fill ALS certified positions through any other mechanism.

Section 2: Inactive ALS Register

- (a) The Department will be responsible for maintaining a register of Inactive ALS members.
- (b) Members meeting the requirements of Section 3 may request to be placed on the Inactive ALS Register.
- (c) Members requesting Inactive ALS status shall provide at least ninety (90) days written notice to the Battalion Chief of EMS/Training. Receipt of the email will establish the order in which members are returned to active status.
- (d) The Department shall provide at least ninety (90) days notice of its intent to request members to return to active status from the Inactive ALS Register.
- (e) Members who decline the department's request to return to active status, or are unable to satisfy the requirements of Section 2 at the time of the request, shall be passed over and remain on the Inactive Register.

Section 3: ALS Certification

Designated members shall become eligible for ALS certification pay provided:

- The required occupational qualifications of SVFD Firefighter position have been maintained for no less than one (1) year.
- Washington State certification is current.
- The Washington State Medical Program Director for Spokane County has authorized the member to work in the capacity of a Paramedic.

Section 4: Paramedic Trainee Testing

The Department shall utilize the Inland Northwest Health Services (INHS) admission process for purposes of providing the Civil Service Examiner with the scores necessary to complete the ranking process.

Section 5: Training Obligation

- (a) Expenses associated with initial ALS training, certification, and recertification(s) shall be the responsibility of the Department.
- (b) Expenses associated with initial ALS training and certification shall be covered only once during a member's career.
- (c) Once ALS certified, the member will provide the Department with not less than three (3) years of service as a Paramedic unless otherwise authorized by the Chief. Failure

to do so will result in the member reimbursing the Department the cost of tuition, materials, and certification fees prorated by the amount of time completed during the three (3) year obligation.

Section 6: *Compensated Training*

ALS certified members shall be compensated with overtime for any training required in order to maintain Washington State Paramedic certification.

ARTICLE 24 – WAGES

Effective January 1, 2015 the base wages for all positions in the bargaining unit shall be increased by 100% of the increase in the U.S. City average unadjusted all items index, west city class size B/C, for the CPI-W, for the twelve (12) month period ending June 2014, with a minimum of Zero (0%) percent and a maximum increase of three (3) percent

Effective January 1, 2016 the base wages for Top Step Firefighter shall be increased by 100% of the increase in the U.S. City average unadjusted all items index, west city class size B/C, for the CPI-W, for the twelve (12) month period ending June 2015, with a minimum of Zero (0%) percent and a maximum increase of three (3) percent.

Effective January 1 2017 the base wages for Top Step Firefighter shall increased by 100% of the increase in the U.S. City average unadjusted all items index, west city class size B/C, for the CPI-W, for the twelve (12) month period ending June 2016, with a minimum of Zero (0%) percent and a maximum increase of three (3%) percent

WAGE SCHEDULE 12/31/2014

1 st year firefighter	70% TFF
2 nd year firefighter	80% TFF
3 rd year firefighter	90% TFF
Top Firefighter	\$6710.97
Engineer	105% TFF
Fire Inspector	114% TFF
Captain	116% TFF
Deputy Fire Marshal	135% TFF
Battalion Chief	
Temporary Appointment	Local #3701 Probationary Rate based on assignment.

ARTICLE 25 - LONGEVITY

All members shall have longevity pay added to their regular monthly base wage as follows, (Based on top firefighter's monthly base wage):

- Completion of five (5) years service – 4%
- Completion of ten (10) years service – 6%
- Completion of fifteen (15) years service – 8%
- Completion of twenty (20) years service – 10%
- Completion of twenty-five (25) years service – 12%
-

Sr. Longevity Step in lieu of deferred compensation department match:

Upon completion of twenty five (25) years service a member shall have added to their base wage four and thirty hundredths (4.3%) percent of Top Step Firefighter's monthly base wage. This Senior Longevity Step is separate pay and will not be counted toward the overtime rate, holiday, vacation or sick leave payouts

ARTICLE 26 - STAFFING

Section 1: Staffing levels

(a) Type 1 and 2 engines, and aerial ladder apparatus will be staffed with a minimum of three (3) personnel except as otherwise provided in this Article. Other apparatus will be staffed with a minimum of two personnel.

(b) Those apparatus listed above may drop below three (3) personnel for less than two (2) hours at a time. Staffing may drop below three (3) personnel for more than two (2) hours during emergency operations when the apparatus is operating as a tender or when dispatched: a) together with another apparatus, or b) to a scene at which another apparatus is already present.

(c) In no case will an apparatus be dispatched to an emergency staffed with a single person except: a) together with another apparatus, or b) to a scene at which another apparatus is already present.

Section 2: Discontinuing Staffing Apparatus

(a) The Department will give the Union two (2) days written notice to discontinue staffing of a non-seasonal apparatus on a per shift basis. Provided, however, that if an apparatus other than a Class-A pumper becomes disabled and no like apparatus is available in reserve, this two (2) day notice provision shall not apply.

(b) For every shift with four (4) personnel using sick leave, the department may discontinue staffing one regularly staffed apparatus.

Section 3: Cross Staffing

The Department will be allowed to use members from regularly staffed apparatus to cross-staff other apparatus.

Section 4: First Year Firefighters

The Department agrees to utilize first year firefighters for staffing only if they can demonstrate competence to the Department's satisfaction in the skills and knowledge necessary for NFPA Firefighter 1.

Section 5: Volunteer Firefighters

No volunteer firefighters will be assigned to work on Department crews except in cases of wild land fires and requested mutual aid responses. In the case of wild land fires and mutual aid activities, every effort will be made to keep personnel from each department intact as separate crews.

All auto aid agreements will address staffing requirements (full time/full paid) for any agency that responds to Spokane Valley Fire Department's jurisdiction. All auto aid agreements will be subject to approval by IAFF Local 876 or other involved IAFF Locals.

Section 6: Temporary Apparatus

When the Department places seasonal or other temporary apparatus into service 24x7, temporary appointments will be made after thirty (30) calendar days of continuous service.

Section 7: Shift Training

Upon implementation of the 24hr shift training/incident safety officer assignment the department will utilize continuous staffing with priority to certified ISO Captains.

ARTICLE 27 - DEFERRED COMPENSATION

The Department shall match the monthly contribution of any member to the deferred compensation plan to a maximum of four and thirty hundredths (4.3%) percent of Top Step Firefighter's base monthly wage.

Upon completion of 25 years of service members will no longer receive the Department match. Please see Article 25 – Longevity

ARTICLE 28 – UNION TIME

The Department agrees to allow time off for up to two (2) members at one time to: attend State or National Conferences, State or National Seminars or State LEOFF Board meetings, engage in activities that are related to the administration of this Agreement, the protection of the legal rights of the Union and/or its members, and/or participation in labor/management functions on what would otherwise be their on-duty time, without loss of pay, paid leave, or benefits. After 288 hours have been utilized, any additional time shall be at the Department's discretion. The Department requires at least five (5) days notification, or less with the Battalion Chief's approval, in advance for leave taken under this Article.

ARTICLE 29 - VEHICLES

Section 1: *Assignment of Vehicles*

Members assigned to days may be furnished a department vehicle to be used while on duty.

Section 2: *Response Vehicles*

When members are required to carry a pager in order to respond to incidents within the Department, the Department will provide a vehicle.

ARTICLE 30 - REDUCTION IN FORCE

In the event of any reduction in force, members will be laid off in inverse order of job seniority.

ARTICLE 31 - NOTIFICATION & DISCLOSURE

Section 1: Notification

All members are obligated to notify the Department, in writing, within seventy-two (72) hours of any change of address with their physical street address, phone number, marital status, or change in dependents. Notification shall be made to the Department administration office. Failure to inform the department of such changes may result in disciplinary action and/or have a financial impact to the member.

Section 2: Disclosure

The Department agrees not to disclose information provided in Section 1 of this Article to outside third parties except as required by law or in response to official inquiries from law enforcement agencies.

ARTICLE 32 – SPECIALTY PAY

Section 1: Special Operations Team

(a) The number of personnel assigned to the Special Operations Team, their station assignments and the apparatus they are assigned to will be determined by the Department.

(b) Members that are part of the team will be volunteers unless there are insufficient numbers within the ranks needed at which time the Department and the Union will meet to discuss and attempt to arrive at a mutually agreeable solution. The Department retains the right to assign members if necessary.

(c) New members will be recommended by a committee consisting of one (1) representative from Administration, one (1) Battalion Chief, one (1) Captain assigned to the program, and two (2) Union appointed representatives.

(d) When new members are needed, an e-mail requesting members interested in being part of the program will be sent out with thirty (30) days to respond. The committee will convene and the following criteria will be used to select members for recommendation. Selection criteria will include: interest, seniority, ALS status, probationary status and prior special operations experience. The members will be ranked by the committee and the list will be good for one hundred and eighty (180) days. Interested members will be notified of the outcome of the selection process.

(e) Special operations incentive pay will be five (5) percent of Top Step Firefighter. The incentive pay will begin when competency is demonstrated based on criteria established by the Chief Officer in charge of the special operations program.

(f) To remain part of the team, members are required to acquire and maintain competencies as defined by the Department.

(g) Upon removal from the team, the member will be notified in writing that he/she is no longer part of the team.

(h) If a member of the team accepts a temporary or provisional appointment and is assigned to an apparatus that is not a special operations apparatus, the member's special operations incentive pay will continue as long as they meet the competency requirements set by the Battalion Chief in charge of the special operations program. This will not add any additional members to the team.

Members who are part of either the Tech Rescue Team or the Swift Water Team and elect not to become full members of the Special Operations Team will automatically be removed from the team on December 31, 2017, or earlier if they make the request. These members will continue to be paid their current TRT or SWT specialty pay (2% base or 2% TFF respectively) until December 31, 2017.

Section 2: Self Contained Breathing Apparatus Technicians

(a) Members that are certified SCBA technicians and assigned the duties of maintenance and repair of the Department's self contained breathing apparatus will receive two (2) percent of their base wage per month for those duties.

(b) The number of members that receive SCBA technician incentive pay is at the discretion of the Department. To receive the incentive pay personnel must be assigned the duties in writing by the Chief or the designee. The incentive pay will be discontinued when the member is notified in writing by the Chief or his designee.

Section 3: ALS Certification Pay

ALS certification pay will be paid at the rate of thirteen (13) percent of top-step firefighter.

Section 4: Fire Prevention Division Specialty Pay

Fire Inspector specialty pay will be determined by the following training and certification levels. The specialty pay will be based on top-step firefighter and will be added to the Fire Inspector monthly base wage.

- | | | |
|-----|---|----|
| (1) | ICC - Certified Fire Inspector I or UFC Equivalent | 3% |
| (2) | NFA - Fire Inspection Principles Course
AND
SCSO - Law Enforcement Commission
OR
ICC - Certified Fire Inspector II or UFC Equivalent
OR
WA State basic PIO course and one NFA Public Educator Course (*) | 4% |
| (3) | IFSAC - Certified Fire Investigator
OR
ICC - Certified Plans Examiner
OR
IFSAC – Public Fire and Life Safety Educator I Certification and Advanced Public Information Officers Course at EMI | 3% |
| (*) | NFA Courses
Developing Fire & Life Safety Strategies
Community Education Leadership
Discovering the Road to High Risk Audiences
Presenting Effective Public Education Programs
Changing the American Family at Risk | |

Completion of levels 1, 2, and 3 will qualify the member as an Assistant Fire Marshal.

Additional certification levels

- | | | |
|----|---|----|
| 1. | IAAI – Certified Fire Investigator | 2% |
| 2. | ICC – Fire Code Official | 2% |
| 3. | IFSAC – Public Fire and Life Safety Educator II Certification
And Certified Public Information Officer (as approved by the Department and Local #876) or IFSAC/ProBoard Fire Service Instructor I and II | 2% |

To be eligible for training or assignment to fire investigator and public information officer duties the Inspector or deputy fire marshal is required to maintain the ability to respond (no code) to the Department boundary within 30 minutes. Members eligible for this assignment as of 8/01/06 are exempt from this requirement.

This section (Article 32- Section 4: Fire Prevention Division Step and Specialty Pay) shall remain in effect until January 1, 2016. All 876 members received Fire Prevention Division Specialty Pay under the terms of this section shall maintain their current pay scales when the new step program is established per Article 22, and after its implementation members shall be able to advance in the new step program.

Section 5: Certified Arson Canine Handler

The Certified Arson Canine Handler will be paid a flat rate of \$450 per month for the duration of the Arson Canine program. In the event the Certified Arson Canine handler has a secondary handler take responsibility for care and feeding of the K9 the compensation will be prorated between the Certified Arson Canine Handler and secondary handler.

Section 6: On Call Fire Investigators and Public Information Officers

Fire inspectors or deputy fire marshals may be assigned the duties of an on-call fire investigator by a chief officer during off duty hours. Members may be assigned the duties of an on-call public information officer by a chief officer during off duty hours. Members assigned to these duties shall be paid \$40 per day.

Section 7: Physicals

The Department will pay members who voluntarily agree to have their health physical with the Department's Physician during off duty hours a flat \$50 per complete physical.

Section 8: Civil Service Entrance Exams

Members who are selected to assist in the administration of the Department's Civil Service entrance examination will be paid at the rate of \$20.00 per hour worked.

Section 9: CERT Program

Members who perform CERT program instructor duties will be paid at the rate of straight time of their regular hourly wage.

Section 10: Captain and Temporary Battalion Chief Day Schedule Assignments

Captains assigned to a day schedule will be compensated at their current wage step plus 10% of TFF. If the assignment is temporary, such as a mobilization, or light duty assignment, there will be no such specialty pay.

Temporary Day Battalion Chief will receive 95% of Day Battalion Chief wages.

Section 11: Captain Step Pay

The specialty pay for each Captain Step, as outlined in the Departments Captain Step Program, will be based on top-step firefighter and will be added to the Captains monthly base wage.

Captain 2	3% TFF
Captain 3	6% TFF
Captain 4	9% TFF
Captain 5	13% TFF

ARTICLE 33 – MEMBER RECOGNITION PROGRAM

The Department and the Union will work together to develop a Member Recognition program for members and those individuals retiring due to injury or years of service. The Department will provide funding for the Member Recognition program.

ACCEPTANCE OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have signed and accept this


Agreement on the _____ day of _____

SPOKANE VALLEY FIRE DEPARTMENT


INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL NO. 876



Kolby Hanson, Chairman



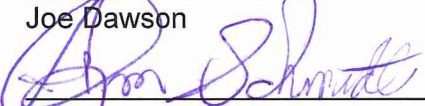
Brian Treffry




Joe Dawson




Mark Bankey



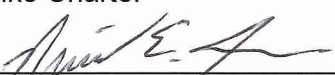
Ron Schmidt




Mike Charter



William A. Anderson



Rick Freier




Mike Pearson



Don Kresse



Bryan Collins, Fire Chief



Valerie Biladeau,
Director of Human Resources

APPENDIX A – COMPARABLES

The following departments were mutually agreed upon as comparable jurisdictions during the negotiation of this Agreement.

KENNEWICK FIRE DEPARTMENT
RENTON FIRE DEPARTMENT
SPOKANE FIRE DEPARTMENT
VALLEY REGIONAL FIRE AUTHORITY
FEDERAL WAY/SOUTH KING FIRE & RESCUE
WEST PIERCE FIRE DEPARTMENT

These comparables were established using jurisdictions that fell into the window of 50% to 150% of assessed valuation and population of Spokane Valley Fire Department.

Due to the fact that there were no Eastern Washington departments that fell within these parameters, the City of Spokane Fire Department was chosen for its geographic proximity.

APPENDIX B - DRUG & ALCOHOL POLICY

The procedures outlined in this document for drug and alcohol testing shall be covered by all other applicable articles of the labor agreement between the Department and the Union.

Section 1: Policy

The Department and the Union recognize that drug use by members would be a threat to the public welfare and the safety of department personnel. It is the goal of this policy to eliminate or absolve illegal drug usage through education and rehabilitation of the affected personnel. The possession, use or being under the influence of alcoholic beverages or unauthorized drugs shall not be permitted at the Department's work sites and/or while a member is on duty.

Section 2: Informing Members about Drug and Alcohol Testing

All members shall be fully informed of the Department's drug and alcohol testing policy. Members will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the Department shall inform the members on how the tests are conducted, what the test can determine and the consequence of testing positive for drug use. All newly hired members will be provided with this information on their initial date of hire. No member shall be tested before this information is provided to him. Prior to any testing, the member will be required to sign the attached consent and release form. Members who voluntarily come forward and ask for assistance to deal with a drug or alcohol problem shall not be disciplined by the Department. No disciplinary action will be taken against a member unless he/she refuses the opportunity for rehabilitation, fails to complete a rehabilitation program successfully, or again tests positive for drugs within two (2) years of completing an appropriate rehabilitation program.

Section 3: Member Testing

Members shall not be subjected to random medical testing involving urine or blood analysis or other similar or related tests for the purpose of discovering possible drug or alcohol abuse. If, however, objective evidence exists establishing probable cause to believe a member's work performance is impaired due to drug or alcohol abuse, the Department will require the member to undergo a medical test consistent with the conditions as set forth in this Policy.

Section 4: Sample Collection

The collection and testing of the samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall be one that is certified by the Substance Abuse and Mental Health Services Administration (SAMHSA). The laboratory used shall also be one whose procedures are periodically tested by SAMHSA where they analyze unknown samples sent to an independent party. The results of member tests shall be made available to the Medical Review Physician.

Collection of blood or urine samples shall be conducted in manner which provides the highest degree of security for the sample and freedom from adulteration. Recognized strict chain of custody procedures must be followed for all samples as set by SAMHSA. The Union and the Department agree that security of the biological urine and blood samples is absolutely necessary; therefore, the Department agrees that if the security of the sample is compromised in any way, any positive test shall be invalid and may not be used for any purpose.

Blood or urine samples will be submitted as per SAMHSA Standards. Members have the right for union or legal counsel representative to be present during the submission of the sample.

A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. All samples must be stored in a scientific acceptable preserved manner as established by SAMHSA. All positive confirmed samples and related paperwork must be retained by the laboratory for at least six (6) months or for the duration of any grievance disciplinary action or legal proceedings, whichever is longer. At the conclusion of this period, the paperwork and specimen shall be destroyed.

Tests shall be conducted in manner to ensure that a member's legal drug use and diet does not affect the test results.

Section 5: Drug Testing

The laboratory shall test for only the substances and within the limits for the initial and confirmation test as provided within SAMHSA standards. The initial test shall use an enzyme multiplied immunoassay test ("EMIT") which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these ten drugs or classes of drugs.

EMIT THRESHOLDS

Marijuana metabolites ¹	50	ng/ml
Cocaine metabolites ²	300	ng/ml
Opiates:		
Morphine	2000	ng/ml
Codeine	2000	ng/ml
Phencyclidine	25	ng/ml
Amphetamines	1000	ng/ml
Methamphetamine	1000	ng/ml
Barbiturates (schedule II, III, IV narcotics)	200	ng/ml
Benzodiazepines (Valium, Xanax, minor tranquilizers)	200	ng/ml
Methadone (treatment of dependence)	300	ng/ml
Methaqualone (central nervous system depressant)	150	ng/ml
Propoxyphene (Darvocet)	50	ng/ml

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

GC/MS THRESHOLDS

Marijuana metabolites ³	15	ng/ml
Cocaine metabolites ⁴	150	ng/ml
Opiates:		
Morphine	2000	ng/ml
Codeine	2000	ng/ml
Phencyclidine	25	ng/ml
Amphetamines	500	ng/ml
Methamphetamine	500	ng/ml
Barbiturates (schedule II, III, IV narcotics)	200	ng/ml
Benzodiazepines (Valium, Xanax, minor tranquilizers)	200	ng/ml
Methadone (treatment of dependence)	300	ng/ml
Methaqualone (central nervous system depressant)	150	ng/ml
Propoxyphene (Darvocet)	150	ng/ml

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

Section 6: Alcohol Testing

Alcohol testing will be performed by a trained breath alcohol technician (BAT) utilizing an evidential breath-testing device (EBT). Testing will take place at a site designated by the Department. The BAT will inform the employee of the EBT results at the time of testing. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the member's file.

¹ Delta-9-tetrahydrocannabinol-9-carboxylic acid

² Benzoyllecgonine

³ Delta-9-tetrahydrocannabinol-9-carboxylic acid

⁴ Benzoyllecgonine

If the screening test shows an alcohol concentration of 0.02 grams per 210 L of breath or greater, the test shall be confirmed by blood alcohol level testing to be performed by the laboratory. Sampling handling procedures, as detailed in Section 4, shall apply. A positive blood alcohol shall be 0.02 grams per 100 ml of blood. If the confirmation test is positive the Fire Chief or his designee will be advised on the test results. If confirmatory testing results are negative all samples shall be destroyed and records of the testing expunged from the member's file.

Section 7: Medical Review Physician

The Medical Review Physician shall be chosen and agreed upon between the Union and the Department and must be a licensed physician with a knowledge of substance abuse disorders. The Medical Review Physician shall be familiar with the characteristics of drug tests (sensitivity, specificity, and predictive value), the laboratories running the tests and the medical conditions and work exposures of the members. The role of the Medical Review Physician will be to review and interpret the position test results. The medical review physician must examine alternate medical explanations for any positive test results. This action shall include conducting a medical interview with the affected member, review of the member's medical history and review of any other relevant biomedical factors. The Medical Review Physician must review all medical records made available by the tested member when a confirmed positive test could have resulted from legally prescribed medication.

Section 8: Laboratory Results

The laboratory will advise only the member and the Medical Review Physician of any positive results. The results of a positive drug or alcohol test can only be released to the Department by the Medical Review Physician once he has completed his review and analysis of the laboratory's test. The Department will be required to keep the results confidential and it shall not be released to the general public.

Section 9: Testing Program Costs

The Department shall pay for all costs involving drug and alcohol testing as well as the expenses involved of the Medical Review Physician. The Department shall also reimburse each for their time and expenses, including travel incurred, involved in the testing procedure.

Section 10: Rehabilitation Program

Any member who tests positive for illegal drugs shall be medically evaluated, counseled and treated for rehabilitation as recommended by E.A.P. counselor. Members who complete a rehabilitation program will be re-tested randomly once every quarter for the following twenty-four (24) months. A member may voluntarily enter rehabilitation without requirement or prior testing. The treatment and rehabilitation shall be paid for by the member's insurance program. Any costs over and above the insurance coverage shall be paid for by the Member. Members will be allowed to use their accrued and earned leave per the sick leave article. If a member tests positive during the twenty-four (24) month period they shall be subject to disciplinary action as per the Department Rules and Regulations, the member will be re-evaluated by an E.A.P counselor to determine if the member requires additional counseling and/or treatment. The member will be solely responsible for any costs, not covered by insurance, which arise from this additional counseling or treatment. If a member tests positive during this subsequent twenty-four (24) month period which in effect will be the member's third chance for rehabilitation, the member will be subject to discipline as per the Department Rules and Regulations.

Section 11: Duty Assignment after Treatment

Once a member successfully completes rehabilitation, they shall be returned to their regular duty assignment. Once treatment and any follow-up care is completed, and five (5) years have passed since the member entered the program, the member's personnel file shall be purged or any reference to his/her drug or alcohol problem.

Section 12: Right of Appeal

The member has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that any other Department action under the terms of this agreement is grievable.

Section 13: Union Held Harmless

This drug and alcohol testing program was initiated at the request of the Department. The Fire Department assumes sole responsibility of the administration of this policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this collective bargaining agreement relating to drug and alcohol testing. The Union shall be held harmless for the violation of any worker rights arising from the administration of the drug and alcohol testing program.

Section 14: Changes in Testing Procedures

The parties recognize that during the life of this agreement, there may be improvements in the technology of testing procedure which provide more accurate testing. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements.

Section 15: Conflict with Other Laws

This Appendix is in no way intended to supersede or waive any constitutional or other rights that the member may be entitled to under Federal, State or local statutes.

Consent and Release Form for Drug/Alcohol Program

I acknowledge that I have received a copy of, have been duly informed, and understand the Department's drug and alcohol testing policy and procedures. I have been provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, I have been informed on how the tests are conducted, what the test can determine and the consequence of testing positive for drug use.

I have been informed of the Department's Employee Assistance Program. I understand that if I voluntarily come forward and ask for assistance to deal with a drug or alcohol problem through the Employee Assistance Program, that I will not be disciplined by the Department.

I understand how drug/alcohol tests are collected and further understand that these are medical tests that are conducted under the auspices of a Medical Review Physician. I understand that the Medical Review Physician will review and interpret any positive test results, and that I will have an opportunity to be interviewed by the Medical Review Physician to review my status, my medical history and any relevant biomedical factors prior to the Department being informed of a positive test.

I understand that a confirmed positive drug or alcohol test result will result in my referral to the Department Employee Assistance Program and that I will be required to complete a rehabilitation program. No disciplinary action will be taken against me unless I refuse to take a drug/alcohol test, refuse the opportunity for rehabilitation, fail to complete a rehabilitation program successfully, or again test positive for drugs/alcohol within two (2) years of completing an appropriate rehabilitation program. I understand that such disciplinary action, as described herein, may include dismissal from the Department.

Printed or Typed Name of Member

Signature of Member

Date

APPENDIX C – MEDICAL PLAN
2014 UNITED HEALTHCARE PLAN SUMMARY

	<u>Network Benefits</u>	<u>Non-Network Benefits</u>
Deductible	\$1100 indiv/\$1200 fam	\$1300 indiv/\$1600 fam
HRA	\$1,000	
Out of Pocket	\$1500 ind./\$2000 fam.	Non-network do not apply toward the Out-of-Pocket Maximum
Office Visit	\$20 co-pay	40% of eligible expenses
Ambulance Services - Emergency only	Ground and Air Transport: 20% of eligible expenses	Same as Network Benefit
Dental Services - Accident only	20% of eligible expenses; prior notification is required before follow-up treatment begins.	Same as Network Benefit
Durable Medical Equipment	20% of eligible expenses	40% of eligible expenses; prior notification is required when the cost is more than \$1000.
Emergency Health Services	20% of eligible expenses	Same as Network Benefit - notification is required if results in an Inpatient Stay
Eye Examinations Refractive eye examinations are limited to one every other calendar year from a Network Provider.	\$20 per visit	40% of eligible expenses - eye examinations for refractive errors are not covered.
Home Health Care Network and Non-Network Benefits are limited to 130 visits for skilled care services per calendar year.	20% of eligible expenses	40% of eligible expenses
Hospice Care Network and Non-Network Benefits are limited to 180 days during the entire period of time a Covered Person is covered under the Plan.	20% of eligible expenses	40% of eligible expenses
Hospital Inpatient	20% of eligible expenses	40% of eligible expenses
Injections in a Physician's Office	0% per injection	40% per injection
Maternity Services	Same as Hospital Inpatient	Same as Hospital Inpatient - notification is required if Inpatient Stay exceeds 48 hours following a normal vaginal delivery or 96 hours following a cesarean section delivery.
Outpatient Surgery, Diagnostic and Therapeutic Services (inc. CT and MRI)	20% of eligible expenses	40% of eligible expenses
Outpatient Diagnostic Services	For preventative diagnostic services: No Copayment. For preventive mammography testing: No Copayment. For sickness and injury related diagnostic services: No Copayment.	40% of eligible expenses
Physician's Office Services	\$20 per visit. No copayment applies when a Physician charge is not assessed.	No Benefits for preventive care. 40% of eligible expenses.
Professional Fees for Surgical and Medical Services	20% of eligible expenses	40% of eligible expenses
Prosthetic Devices	20% of eligible expenses	40% of eligible expenses
Reconstructive Procedures	20% of eligible expenses	40% of eligible expenses

Rehabilitation Services - Outpatient Therapy Network and Non-Network Benefits are limited as follows: 60 visits of PT; OT, ST, chiropractic, massage therapy, 20 visits of pulmonary rehabilitation; and 36 visits of cardiac rehabilitation per calendar year.	\$20 per visit	40% of eligible expenses
Skilled Nursing Facility Inpatient Rehabilitation Facility Services: Network and Non-Network Benefits are limited to 120 days per calendar year. Inpatient Rehabilitation Facility Services Network and Non-Network Benefits are limited to 60 days per calendar year.	20% of eligible expenses	40% of eligible expenses
Transplantation Services	20% of eligible expenses	40% of eligible expenses - Benefits are limited to \$30,000 per transplant.
Urgent Care	\$50 co-pay	40% of eligible expenses
Additional Benefits		
Mental Health – Outpatient: Must receive prior authorization through the Mental Health Designee	\$20 per visit	40% of eligible expenses
Mental Health - Inpatient and Intermediate Must receive prior authorization through the Mental Health/Substance Abuse Designee	20% of eligible expenses	40% of eligible expenses
Substance Abuse Services - Outpatient Must receive prior authorization through Substance Abuse Designee	\$20 per visit	40% of eligible expenses
Substance Abuse Services - Inpatient and Intermediate Must receive prior authorization through the Substance Abuse Designee.	20% of eligible expenses	40% of eligible expenses
Acupuncture Benefits include diagnosis and related services and are limited to one visit and treatment per day. Network and Non-Network Benefits are limited to 24 visits per calendar year.	\$20 per visit	40% of eligible expenses
Orthognathic Surgery - Inpatient	20% of eligible expenses	40% of eligible expenses
Orthognathic Surgery - Outpatient Network and Non-Network Benefits are limited to \$1000 per calendar year.	\$20 per visit	40% of eligible expenses
TMJ - Inpatient	20% of eligible expenses	40% of eligible expenses
TMJ - Outpatient	\$20 per visit	40% of eligible expenses
Naturopath Network and Non-Network Benefits are limited to 10 visits per calendar year.	\$20 per visit	40% of eligible expenses
Vision Hardware Network and Non-Network Benefits are limited to \$150 per calendar year. Eye glasses for children are unlimited.	0% of eligible expenses	0% of eligible expenses
DRUGS		
Generic/Tier 1		\$10
Formulary/Tier 2		\$20
Non-Formulary/Tier 3		\$40
SVFD has no control over the drugs in each Tier group		