

CONTRACT NO. 101-15

AGREEMENT

Between

CITY OF RICHLAND

and

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS UNION
– BATTALION CHIEFS, LOCAL #1052 BC**

January 1, 2015 - December 31, 2017

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

ARTICLE 1 -- RECOGNITION

1.1 The City recognizes the Union as the exclusive bargaining agent for all Battalion Chiefs employed by the Fire and Emergency Services Department.

1.2 Communications and Notices

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

To the City

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

To the Union

President
Post Office Box 607
Richland, Washington 99352

1.3 Duties and Responsibilities

Battalion Chiefs are supervisors within the Department. As supervisors Battalion Chiefs agree to perform all supervisory duties.

ARTICLE 2 -- NON-DISCRIMINATION

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

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

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

ARTICLE 3 -- UNION SECURITY

3.1 Any regular full-time employee who is not a member of the Union, shall as a condition of employment, pay the Union a monthly service charge equal to the monthly Union dues as a

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

ARTICLE 4 -- UNION BUSINESS

- 4.1 A Union member who is an employee in the BC bargaining unit will be granted time off without pay while attending Union associated conventions, seminars, meetings, and Union/City litigation matters, provided (1) he notifies the Department Director or above in writing at least forty-eight (48) hours prior to the time off. (2) An employee called in to replace another employee, who is off on Union business (including time spent in face-to-face negotiations), will receive straight time pay and overtime pay as required by the FLSA. The Union will reimburse the City the amount over straight time pay. Members of the negotiating team while on duty at said time they are negotiating, shall be paid a total of fifty (50) man-hours in the aggregate for regular, scheduled on-duty time spent in face to face negotiations with the City for a labor agreement. Time spent in excess of 50 hours while within the City of Richland shall be on-duty available for response.
- 4.2 The Union shall retain the privilege of holding Union Meetings during standby/non-structured duty hours, at the on-duty employee's workstation.
- 4.3 No Union member or officer shall conduct any Union business on City scheduled active duty/structured duty work time on the City's premises, except during breaks, lunch, or as provided within Article 4.
- 4.4 Nothing in this Article shall preclude the two parties from meeting at reasonable times to discuss areas of mutual concern when mutually agreed to.
- 4.5 Professional Standards
In keeping with professional ideals and standards, neither the Union nor the City shall invoke the name of the other party as a sponsor or supporter to any fund-raising activities without the written agreement of the duly designated representative of the sponsoring party.

ARTICLE 5 -- PAYROLL DEDUCTION

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

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

ARTICLE 6 -- OCCUPATIONAL DISABILITY ALLOWANCE

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

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

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

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

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

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

6.2.2 Employees shall not be required to report for light duty work during any period that the employee had prior to the disability, scheduled as a 1st or 2nd pick of vacation as provided by the department vacation policy. The employee at his option shall be placed on vacation leave as scheduled and shall have the leave charged against his accrued vacation leave as appropriate.

This clause applies only during the first six (6) months of occupational disability leave.

ARTICLE 7 -- HOLIDAYS

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

7.2 The following holidays are recognized:

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

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

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

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

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

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

ARTICLE 8 -- UNION BULLETIN BOARDS

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

ARTICLE 9 -- CITY RIGHTS AND RESPONSIBILITIES

- 9.1 Subject to the provisions of this Agreement, the Union recognizes:
- 9.1.1 The prerogatives of the City to operate and manage its affairs in all respects and in accordance with its responsibilities and powers and;
 - 9.1.2 That the City reserves those rights concerned with the management and operation of the department which includes, but is not limited to the following:
 - 9.1.2.1 To recruit, assign, transfer, and promote members to the positions within this department,
 - 9.1.2.2 To suspend, demote, discharge, or take other disciplinary actions against members for just cause,
 - 9.1.2.3 To determine methods, means, and personnel necessary for the department operations,
 - 9.1.2.4 To control the Department Budget,
 - 9.1.2.5 To take lawful actions, not in violation of this Agreement, in order to assure the proper functions of the department.

ARTICLE 10 -- PREVAILING RIGHTS

- 10.1 All rights and privileges held by the employees at the present time which are not included in this Agreement shall remain in force, unchanged and unaffected in any manner. These rights and privileges shall include but not be limited to the following:
- 10.1.1 Employees shall have the right to retain store call in its present form, provided that shift officers shall consider energy conservation in scheduling and implementing store call.
 - 10.1.2 Employees shall maintain the right to use "crew room" during leisure hours.
 - 10.1.3 Employees shall maintain kitchen and sleeping rights.
 - 10.1.4 Employees shall retain guest and personal telephone privileges in local area and agree to charge all personal long distance calls to a non-City number.

ARTICLE 11 -- PERFORMANCE OF DUTY - RULES AND REGULATIONS

- 11.1 Nothing in this Agreement shall be construed to give an employee the right to strike and no employee shall strike or refuse to perform his assigned duties to the best of his ability during the term of this Agreement.
- 11.2 The Union agrees that it will not condone or cause any strikes, slowdowns, mass sick call or any other form of work stoppage, or interference of normal operations of the Department during the term of this Agreement.
- 11.3 The Union agrees that its members shall comply in full with the Fire and Emergency Services Department Rules and Regulations, including those related to conduct and work performance.
- 11.4 The City agrees that the Department Rules and Regulations, Policies and Procedures, and Guidelines, promulgated after the effective date of this Agreement, which affect working conditions and performance, shall be posted on the Union bulletin boards, and shall be subject to the grievance procedure, if brought within fifteen (15) days of the date the order is posted on the Union bulletin boards.
- 11.5 The Union recognizes the City's right to establish minimum qualifications that must be met by newly hired Battalion Chiefs. A copy of these established minimum qualifications shall be furnished to the Union, and any changes to said qualifications shall be provided to the Union at least thirty (30) days prior to implementation of the change or changes.

ARTICLE 12 -- UNIFORMS

- 12.1 All uniforms, protective clothing, devices required of employees in performance of their duties and cleaning thereof shall be furnished by the City, except dress shoes, shorts, undershirts, socks, and belts, unless the City requires they be worn.
- 12.2 City shall provide four (4) new T-shirts and one (1) sweat shirt annually. They will be laundered by employee.

ARTICLE 13 -- SHIFT TRADES

- 13.1 Employees shall have the right to exchange shifts with qualified employees. The Union agrees qualified employees of a lower rank may fill in for shift trades.

ARTICLE 14 -- PERSONNEL REDUCTION

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

- 14.2 When employees are laid off, their names shall be placed on an employment list in order of seniority, with the employee having the most seniority at the head of the list, and the person with the least seniority at the bottom. This list shall stand for a period of two (2) years and no new employees may be hired during that period until the laid-off personnel have been given the opportunity to return to work.
- 14.3 Persons being re-promoted to positions held prior to being reduced-in-rank shall be re-promoted in the reverse order from which they were reduced in rank.

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

- 15.1 Upon receiving a delegation of authority from the Department Director to assume responsibilities of the Department Director for more than twelve (12) consecutive hours Battalion Chiefs shall receive one-hundred dollars (\$100) per shift for working out of classification. A shift is a twenty-four (24) hour period.
- 15.2 Day shift Battalion Chiefs delegated to serve as Department Director shall be compensated at overtime rate for duties assigned outside normal working hours.

ARTICLE 16 -- VACANCIES AND PROMOTIONS

- 16.1 The right to determine whether or not a vacancy in any position covered by this Agreement is to be filled, and, if so, when, is vested solely in the City.
- 16.2 If a permanent vacancy should occur, the City may not through a series of "out of classification" appointments avoid promoting individuals to gain advantage of the lower pay scale provided by this article.
- 16.3 All vacancies shall be filled through a competitive examination process determined by the City of Richland Personnel Committee. Promotional testing for Battalion Chiefs will be conducted as vacancies arise.
- 16.4 When it is determined by the City that a vacancy in a position covered by this Agreement is to be filled, appointment to the position shall be made by the appointing authority from among the top three (3) names on the certification list established for the position. If requested by the employee(s), the appointing authority, for informational purposes only, shall give the passed-over candidate(s) valid written reasons for not being selected.
- 16.5 The provisions of this Article do not apply to the filling of vacancies in positions not covered by this Agreement. See Article 1.1.

ARTICLE 17 -- GRIEVANCE PROCEDURE

- 17.1 A grievance means a claim or dispute by one (1) employee or group of employees with respect to the interpretation and application of the provision of this Agreement. Any issue that has been submitted to the Personnel Committee shall not be considered a grievance or subject to the grievance procedure herein and vice versa.

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

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

17.3.1 Preliminary Procedure - An employee or group of employees, who feel they have a grievance, may present such grievance within thirty (30) calendar days of when such matter comes to the attention of the employee. Such grievance should be submitted to the employee's supervisor who shall attempt to resolve it within twenty-one (21) calendar days after it is presented to him; provided that no grievance in this stage shall be pursued beyond the Department Director.

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

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

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

Failure to appeal in accordance with the timelines set forth in Section 17.3 shall be a waiver of any right to further grieve or arbitrate the issue.

- 17.4 The City and the Union may agree to extend the time limits of any of the above steps if mutually agreed to by both parties.
- 17.5 Neither the arbitrator nor any other person or persons involved in the grievance procedure shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.
- 17.6 No settlement of a grievance with any employee shall be contrary to the terms of this Agreement.

ARTICLE 18 -- WAGES

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

ARTICLE 19 -- HOURS

- 19.1. The hours of duty shall be approximately 48.154 hours a week as per those presently worked provided a total of seventeen (17) Kelly days shall be scheduled off. Ten (10) shifts off will be periodically scheduled on a rotating basis. Seven (7) more shifts may be scheduled off, by the employee, prior to July first, or as scheduled in with a vacation pick period. In accordance with Kelly day and vacation policies as revised.
 - 19.1.1 The Battalion Chief, Training and the Battalion Chief, Fire Marshal are day shift positions. The hours of work shall be forty (40) hours per week. The work schedule shall normally be four (4) ten (10) hour days. A schedule of five (5) eight (8) hour days per week may be scheduled with the approval of the Department Director.
- 19.2. Employee structured work hours, for scheduled activities, shall be 8:00 a.m. to 5:00 p.m. Monday through Saturday. Structured work hours for Sundays shall be from 8:00 a.m. to 12 noon. Holidays except Christmas and Thanksgiving shall be from 8:00 a.m. to 12 noon. Christmas and Thanksgiving shall be from 8:00 a.m. to 10:00 a.m.
- 19.3 Employees who are required to work beyond structured duty hours into their non-structured time shall have non-structured time work paid back on an hour for hour basis provided the duties performed during non-structured time pursuant to item "A" through "F" of Section 19.4 shall not be eligible for payback except duties performed during non-structured time pursuant to "D" and "E" which shall be paid back on an hour for hour basis.
- 19.4 The following specific duties will continue to be supervised or performed as they have been in the past when they occur during leisure hours:
 - A. Routine paperwork
 - B. Ensure the readiness of emergency apparatus
 - C. Ensure operational readiness of radio alarm system; i.e., testing (excluding normal box tests), shunting, response to non-emergency messages
 - D. Training

- E. Prevention activities
- F. Other past duties, which may later be identified and agreed to by the parties to this Agreement.

ARTICLE 20 -- FIRE EDUCATION INCENTIVE PROGRAM

- 20.1 The purpose of this program is to provide incentive pay for members of the Fire Department to seek additional education in order to meet the ever-changing needs and demands placed upon the Fire department.
- 20.2 This program is based on college units and college degrees within the Fire Service as defined under a Fire Science/Fire Administrative Program curriculum. Subjects not related directly to the fire field but part of the requirements or electives towards a degree shall be counted as a part of this program as defined in Section 20.5.
- 20.3 All applications for education incentive shall be presented to the Department Director prior to becoming eligible for credit under this program. Personnel achieving an Associate or Bachelor Degree in Fire Science/Fire Administration shall be paid the percentage indicated in 20.5 for said degree.
- 20.4 When a Battalion Chief has not received a degree, courses/credits completed will be accepted under this program as set forth below.
- 20.5 Requirements for Education Incentive Pay.

% OF BASE PAY	AA DEGREE/CREDITS	BA/BS DEGREE/CREDITS
1%	20% of credit requirements	10% of credit requirements
2%	40% of credit requirements	20% of credit requirements
3%	60% of credit requirements	30% of credit requirements
4%	80% of credit requirements	40% of credit requirements
5%	AA Degree	50% of credit requirements
6%		60% of credit requirements
7%		70% of credit requirements
8%		80% of credit requirements
9%		90% of credit requirements
10%		BA/BS Degree

- 20.6 Education Incentive Pay Calculation
Education Incentive Pay shall be calculated using the BC bargaining unit member's base pay through June 19, 2011. Effective June 20, 2011, Education Incentive Pay shall be calculated using the "F" Step Captain base pay for all BC bargaining unit members.
- 20.7 To receive credits for Fire Incentive Education Pay, BC bargaining unit members must provide a transcript and Fire Science/Fire Administrative curriculum from the college issuing the transcript. A letter from the course administrator is required for determination of appropriate credit allowance. Credits offered for pay under this program must have a "C" grade average.

- 20.8 Requests for pay in excess of the 5% step level must be predicated on upper division level credits for classes that fit into a four (4) year Fire Science/Fire Administration curriculum for a 4 year college degree. Unused service credits to the maximum of thirty (30) may be used as upper division electives if accepted by the college.
- 20.9 All members of the bargaining unit in classifications covered by this labor agreement are eligible to participate in the Education Incentive Program.

ARTICLE 21 -- SICK LEAVE

21.1 Sick Leave for LEOFF II Employees

Full-time and temporary LEOFF II employees shall accrue sick leave as follows:

	<u>Accrual Rate</u>
40-hour per week employees	8 hours per month
24-hour shift employees:	
1) With less than 1440 hours accrued sick leave --	24 hours per month
2) With 1440 or more hours accrued sick leave --	12 hours per month

Twenty-five percent (25%) of unused sick leave accrued by each LEOFF II employee will be paid to the employee by the City, up to a maximum pay out of \$12,000, when such employee separates from service with fifteen (15) or more years of employment with the Richland Fire Department.

21.2 Advance of Sick Leave for New Employees

New employees will be advanced a sick leave allowance equal to that, which would be accrued in six (6) months at the LEOFF II accrual rate, and will begin their regular LEOFF II accrual at the end of six (6) months' employment. An employee whose employment terminates for any reason during the first six (6) months must repay the City for sick leave used in excess of the LEOFF II accrual rate for the period of actual employment. For temporary employees, sick leave advancement shall be limited to the amount that they would normally accrue during their period of employment.

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

21.4 Non-Duty Sick Leave/Light Duty - LEOFF II employees on non-duty sick leave, at the City's request, may agree to work light duty to extend their sick leave benefits.

21.4.1 The light duty work shall be restricted to the light duty job description as defined in Appendix "B" of this agreement, and the employee shall present the Department Director with a release from their doctor to perform this work. If possible, the release should include an estimated date of full recovery for return to full duty.

21.4.2 Employees working light duty shall have their rate of sick leave used reduced by one (1) hour for every hour of light duty worked or portion thereof.

Light duty schedule used shall not exceed the employee's assigned average workweek.

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

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

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

21.4.5 Light duty work hours may include medical rehabilitation to a maximum of two (2) hours per day.

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

ARTICLE 22 -- PAID LEAVES

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

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

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

Maximum vacation accrual shall be limited to three-hundred thirty nine (339) hours for the duration of this Agreement for day-shift 40-hour personnel.

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

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

22.2 Accumulation of vacation shall not exceed four-hundred eight (408) hours at year's end.

22.3 Vacation Bonus Days

Regular full-time employee(s) working a 40-hour base week and with one continuous year of service shall be eligible to earn one (1) vacation bonus day (ten (10) hours) after non-use of sick leave and leave without pay collectively. Regular full-time employee(s) working fire fighter 24-hour shifts who have completed one (1) continuous year of service shall be eligible to earn one (1) vacation bonus fire fighter 24-hour shift after non-use of sick leave and leave without pay collectively.

22.4 Family Leave

Battalion Chiefs shall be granted family leave for injury, illness, birth or death in the employee's family, when employee's presence is needed.

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

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

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

22.5 Personal Business Vacation Leave

Battalion Chiefs working 24-hour shifts shall be granted up to seventy-two (72) hours of personal business vacation leave annually. Battalion Chief's working a 40-hour week shall be granted 40 hours of personal business vacation leave annually.

22.6 Twenty-four hours / ten hours (24 hrs Shift / 10 hrs Days) of the twenty-two / forty (72/40) hours may be taken at the employee's discretion. Such time must be taken in blocks of eight (8) hours or more. Vacation shall be charged at the applicable overtime rate against the employee's accrued vacation for each hour taken. Discretionary use of

personal leave will impact perfect attendance. Employees transferring from days to shifts or vice-versa shall have the bonus prorated for the amount of time spent on shift.

Forty-eight / thirty (48/30) hours of the seventy-two / forty (72/40) hours may be taken for those situations, which require the employee's presence and which cannot be scheduled to another time. Examples include: childcare, business appointments. Recreational or other pleasure activities are not included. The determination of whether the situation qualifies for such leave rests solely with the City. The City may request documentation to support the justification for the use of such leave. Vacation shall be charged for the exact amount of leave used.

Battalion Chiefs not using personal business vacation leave in a calendar year shall receive Twenty-four/Ten (24/10) hours of bonus vacation accrual to be paid cash compensation in lieu of time off.

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

22.8 Military Leave

Any regular, probationary, or temporary employee who is a member of the State National Guard or a federal reserve military unit shall be entitled to time off in accordance with governing law.

22.9 Vacation Leave Donation/Transfer

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

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

Recipients are limited to receiving two-hundred forty (240) hours of donated leave for any one (1) incident or illness and may not request donated vacation leave more than one (1) time in any concurrent five (5) year period.

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

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

The Department Director shall forward the request to Human Resources for approval.

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

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

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

ARTICLE 23 -- LEAVE CONVERSION AND MAXIMUM USAGE

- 23.1 Because shift changes are usually accomplished during the first part of the year, Family and Emergency Leave hours shall be restored to the appropriate maximum granted in Article 22 whenever an employee transfers from a 40-hour per week position to a 24-hour shift position, or vice versa.
- 23.2 Whenever an employee changes from 24-hour shifts to days, Sick Leave and Vacation accrual totals shall be multiplied by 0.83088. When changing from days to 24-hour shift, Sick Leave and Vacation shall be multiplied by 1.2035. The multipliers are based on hours worked per week.

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

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

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

If the employee fails to return from such leave, the employee will be considered as abandoning the employee's job and be subject to termination.

ARTICLE 24 -- OVERTIME PAY

24.1 All overtime work shall be compensated at 1.5 times the regular hourly rate of pay or 1.5 times comp time off, scheduled at the employee's discretion. It is at the Employer's discretion if work will be paid at comp time.

24.1.1 For Battalion Chiefs regularly working a 40-hour base week, who are on a scheduled leave or normal day off and assigned to supervise shift employees, overtime shall be paid at 1.5 times the Operations Battalion Chiefs' (24 hour shifts) rate of pay (at the appropriate step) calculated on a 2504 scheduled hours work year (48.154 hours per week x 52 weeks per year).

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

24.2 The parties agree to the Department Call-In Policy.

24.3 In the absence of the Operations Battalion Chief scheduled to be on duty, resultant overtime shall first be offered to a qualified Battalion Chief at the Shift Battalion Chief overtime rate listed in Section 24.1. If a qualified Battalion Chief does not fill the position, then a qualified member of the Firefighters' (Rank & File) bargaining unit may fill the position. In any event, at least 400 hours annually shall be offered to qualified Captains to work in the absence of a Battalion Chief in order to provide opportunities for experience and succession planning. Note: The Department Director and Battalion Chiefs' representatives will meet to update policies related to this section, including limiting overtime eligibility to Captains who are both interested in BC career progression and who are sufficiently qualified for such progression.

24.3.1 The requisite demonstrated task proficiencies for department members to perform as Operations Battalion Chief is described in the Battalion Chief: Performance Proficiency Tasks Policy. This policy will detail the requirements to be "qualified".

24.3.2 The terms, conditions, and mechanisms for calling in and documenting Battalion Chiefs' overtime is described in the Battalion Chief Overtime Policy.

ARTICLE 25 -- INSURANCE

25.1 Health Insurance - The City and employee as represented by IAFF Local 1052-BC shall share the cost for health insurance coverage for employees and their dependents.

25.1.1 During the term of this agreement, unless otherwise indicated per Appendix D, the employee shall contribute 1.75% of "F" step rate of firefighter/EMT monthly base salary towards the cost of the PPO+ Plan and then towards the LEOFF Health and Welfare Trust 6B plan upon its effective date. The City will contribute the balance of the cost. Additionally, unless otherwise indicated per Appendix E, the City will cover the 1.75% cost of an employee only designation.

All bargaining unit members will transfer medical and vision coverage to the LEOFF Trust Plan 6B effective February 1, 2012. IAFF members shall retain the City medical plan for the month of January 2012.

- 25.1.2 Until December 31, 2017, the Union has a one-time portability option to move the medical and vision plans to another non-city plan.
- 25.1.3 In conjunction with the IAFF members transfer to the LEOFF Trust Plan 6-B, an individual Health Reimbursement Account (HRA) shall be established with A.W. Rehn and Associates. Annual contributions will be issued monthly by the City for each bargaining unit member as follows:

An HRA in the amount of \$4500.00 will be established for each member with dependent(s), an HRA in the amount of \$2250.00 will be established for each member without dependents. HRA set up and annual fees shall be paid by the City, not to include an HRA debit card. The HRA contributions will be prorated for 2012 based on the enrollment date and for all future members hired or terminated during the term of this agreement.
- 25.1.4 At the end of each annual claim submission period as determined by A.W. Rehn and Associates, excess monies in each HRA account will roll into an individual Health Savings Account (HSA)/Voluntary Employee Benefit Association (VEBA) account to be established prior to December 1, 2012 by the IAFF membership and mutually agreed to by the City. All fees associated with said HSA/VEBA will be at the expense of the member.
- 25.2 Dental Plan - The City will pay for a dental plan which covers the employee and all of his or her eligible dependents.
- 25.3 Vision Plan - The City will pay for a separate vision plan which covers the employee and all of his or her eligible dependents for January 2012. Beginning February 1, 2012 vision benefits shall be included through the LEOFF Health and Welfare Trust 6B Plan. The cost of the City's vision insurance plan will be part of the cost of medical coverage used in Appendix D. The vision plan is subject to the one-time portability provision in Section 25.1.2.
- 25.4 Life and Accidental Death & Dismemberment Insurance - The City will maintain Life and AD&D policies which provide a death benefit equal to two (2) times an employee's annual base salary.
- 25.5 Post Employment Health Program - During discussions for contracts effective in 2003, the City offered all bargaining units an irrevocable and one time opportunity to fund a post employment health program. In lieu of participation and the long term funding requirements for this new benefit program, IAFF Local 1052 elected to take additional wages. As a result, it is understood that IAFF Local 1052 members are not, nor shall at any time in the future be, eligible to participate in the City's post employment health benefit program.

ARTICLE 26 -- PRODUCTIVITY

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

ARTICLE 27 -- NOTIFICATION OF ABSENCE

- 27.1 Employees not able to report for duty at the beginning of a scheduled shift or shifts for reasons of sickness, disability, or other unscheduled absence causes, shall notify the on-duty shift supervisor prior to 0730 on the date of the scheduled work shift or shifts.
- 27.2 Employees may be excused from multiple notifications if the absence is known or expected to extend beyond the initial shift. Should circumstances preclude or inhibit an employee's ability to make notification of absence prior to 0730, the employee shall make such notification as soon as reasonably possible to do so.
- 27.3 40-hour week employees not able to report for duty at the beginning of a scheduled shift for reasons of sickness, disability, or other unscheduled absence causes shall, prior to 07:00, notify the on-duty Battalion Chief and his/her Supervisor (cell phone) by phone.

ARTICLE 28 -- MEDICAL CERTIFICATION/RECERTIFICATION AND TRAINING

Battalion Chiefs eligible for EMT basic pay with proper certification will receive \$35.00 per month per Appendix "A". The current employees with paramedic certification will continue to receive paramedic pay consistent with Appendix "A", provided the employees maintain proper certification.

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

ARTICLE 29 -- TERMS OF SUCCESSORSHIP

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

ARTICLE 30 -- PROBATIONARY PERIOD

30.1 Newly promoted Battalion Chiefs shall serve a twelve (12) continuous month probationary period. If the six (6) month appraisal is satisfactory, the officer will receive a merit increase to the next higher step.

ARTICLE 31 -- TERM OF AGREEMENT

31.1 This Agreement shall be for a term of three (3) years commencing January 1, 2015, through December 31, 2017.

ARTICLE 32 -- SAVINGS CLAUSE

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

ARTICLE 33 -- LONGEVITY PAY

33.1 Members of the bargaining unit that have completed twenty-five (25) years of service with the City shall receive longevity pay equal to five percent (5%) of their base pay.

ARTICLE 34 -- HAZARDOUS MATERIALS TEAM

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

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

- A) A vacancy in any of the nine (9) memberships hereby authorized for the team;
- B) A review of the applicant's qualifications;
- C) A statement of the applicant's commitment in writing;
- D) Recommendations from supervising officers of the Department and input of HMRT members of the Department;
- E) Their seniority in the Department;
- F) Approval of the Department Director; and,

G) Pass a medical baseline physical exam prior to being selected for training or appointed to the team.

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

Should the employee not successfully complete the class, the employee, through payroll deduction, amortized over the next three (3) months shall reimburse the cost of tuition and books to the City. Should the employee terminate employment with the City before the total cost is reimbursed, the remaining costs shall be withheld from the employee's final paycheck.

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

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

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

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

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

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

34.5 HRMT members shall not be required to carry pagers.

- 34.6 The responsibility and authority for the operation of the HMRT, including policies and procedures, rests solely with the Board of Directors. The parties recognize the HMRT's Board of Directors right to assign HMRT members to perform functions associated with ensuring the success of the HMRT. Said assignments shall fall under Section 4 of this Article.
- 34.7 If significant changes to the related conditions or procedures are proposed or enacted, this Article will be reopened at the request of either the City or the Union to negotiate the impact of such changes.

ARTICLE 35 -- AGREEMENT TO BARGAIN

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

ARTICLE 36 -- GROOMING STANDARDS

- 36.1 The uniformed members of the Richland Fire & Emergency Services Department will maintain a standard of grooming and a reasonable uniformity of appearance. Members will impart to the public we serve, an image of each member's competence, efficiency and pride in the fire department. It is critical to operations of the department that members are groomed in such a way to inspire confidence by the public.
- 36.1.2 Hairstyles such as Mohawks, hair designs, braids, pony tails, etc. which may meet the requirements of these standards, but do not reflect the proper public image, shall be strictly prohibited, with the exception of female employees who will be allowed to wear braids or pony tails.
- 36.2 Safety is the other primary reason for these standards. Considering the safety factors, the grooming standards outlined in these standards allow opportunity for individuality of style and taste.
- 36.3 It is the responsibility of all officers to ensure that personnel under their supervision present a neat appearance and it is the duty of each Battalion Chief to take pride in his/her appearance at all times.
- 36.4 There are many hairstyles, which are acceptable to the fire department. The bulk or length of hair must not interfere with the normal wearing of a standard uniform cap or helmet.
- 36.5 The hair on the top and sides of the head will be neatly groomed and the back of the hair may be either tapered or block cut and may extend to one inch (1") below the bottom of the shirt collar. Hair may be longer in length than indicated above, but then shall be held in a bun, net or other similar fashion. Ponytails are not permitted. Cut hair shall be proportioned and may cover the top one-half of the ears if desired. Hair must never be of such bulk or length that it will jeopardize the personal safety of the Battalion Chief in the performance of fire or other emergency operations.

- 36.6 Employees may wear their hair compacted, not to exceed two and one-half inches (2 1/2") in depth on both sides and top, and the length of the hair must not hinder the proper fit of Richland Fire & Emergency Services Department head gear.
- 36.7 If the individual desires to wear sideburns, they will not extend downward beyond the lowest part of the earlobe. Because each individual is unique, sideburns must never attain a width whereby they are upon the area of the face where a Richland Fire & Emergency Services Department protective breathing apparatus makes its seal.
- 36.8 Moustaches will be permitted. If a moustache is worn, it shall be kept neatly trimmed and tidy. Moustaches may extend laterally not more than one and one-quarter inch (1 1/4") from the corner of the mouth and may extend to the chin line but not below. The moustache may extend not more than one-quarter inch (1/4") over the upper lip.
- 36.9 Members may be allowed to wear facial hair immediately beneath the lower lip, not to exceed one-half inch (1/2") in any dimension.
- 36.10 Members shall be clean shaven while on duty. Exception, those persons called in on an emergency call-in shall not be required to shave prior to arrival at the station or fire scene.
- 36.11 Beards and goatees of any type are specifically prohibited. In no case shall facial hair, including stubble, come between sealing periphery of the respirator face piece. Facial hair of any type shall not interfere with the seal of SCBA face piece.
- 36.12 Hair styles such as Mohawks, hair designs, braids, pony tails, etc., which may meet the requirements of these standards, but do not reflect the proper public image, shall be strictly prohibited.
- 36.13 If bangs are worn, they shall be maintained above the eyebrows so as not to obscure vision. At no time will bangs be allowed to interfere with the seal of the mask face piece.
- 36.14 Artificial hair coloring shall be in good taste and reflect the proper public image. Multi-colored hair, other than natural, which reflects negatively on the fire service, shall be strictly prohibited.
- 36.15 Wigs or hairpieces will not be worn on duty, except for cosmetic reasons to cover natural baldness or disfigurement. If, under these conditions a wig is worn, it will conform with the hair grooming regulations and appear natural.
- 36.16 Fingernails will not extend more than one-quarter inch (1/4") beyond the tip of the finger, and if fingernail polish is used, it will be of a conservative color, and commensurate with the fire department's public image of military discipline.
- 36.17 Jewelry - The wearing of earrings, ear studs, except during initial healing period of ear piercing, while on duty, is prohibited. During healing period, the ear stud will be covered.

ARTICLE 37 -- DRUG & ALCOHOL TESTING POLICY

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

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

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

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

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

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

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

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

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

Reasonable Suspicion:

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

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

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

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

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

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

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

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

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

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

The City may request urine and/or blood samples.

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

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

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

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

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

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

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

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

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

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

ARTICLE 38 – REMOVED

ARTICLE 39 -- TECHNICAL RESCUE TEAM

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

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

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

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

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

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

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

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

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

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

- 39.5 TRT operational and training policies and procedures will be developed by the Department with input from TRT members.
- 39.6 TRT members shall instruct non team members on technical rescue issues on an as needed basis. Should this occur off duty then the team member shall be compensated at the applicable overtime rate.

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

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

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

ARTICLE 40 -- DEFERRED COMPENSATION

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

The City shall match employee contributions in deferred compensation up to four percent (4%) of the rate of pay of the Battalion Chief or based on Appendix "A" only for the first fifteen (15) years of continuous City service. After fifteen (15) years of service, the City shall continue to pay the 4% to deferred compensation with no match required from the employee.

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

ARTICLE 41 -- WSCFF MEDICAL EXPENSE REIMBURSEMENT PLAN (MERP)

- 41.1 The City shall contribute \$75 per month, per BC bargaining unit member to the Washington State Council of Firefighters Medical Expense Reimbursement Plan (MERP).
- 41.2 The maximum contribution by the City is fixed at \$75 per month per BC bargaining unit member, and shall not increase at any time.
- 41.3 The Union and the Employees agree to hold the Employer harmless and indemnify the Employer from any and all liability, claims, demands, law suits, and/or losses, damage, or injury to persons or property, of whatsoever kind, arising from and in any way related to the implementation and administration of the MERP. The Union and Employees, shall be one hundred percent (100%) liable for any and all liabilities inclusive of any federal, state, or local agency determination regarding any liabilities that arise out of the MERP. The Union and Employees shall be liable for any and all tax penalties, as well as any other liabilities arising out of the implementation and administration of the MERP.
- 41.4 Under no circumstances whatsoever will the Employer be liable for direct pay any MERP benefit to the employees and/or retired employees and/or their beneficiaries.

ARTICLE 42 -- PERSONNEL RECORDS

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

ARTICLE 43 -- NO SMOKING

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

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

ARTICLE 44 -- WELLNESS/FITNESS PROGRAM

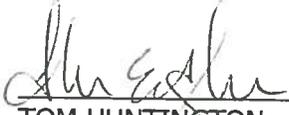
The City and Union agree to work toward a Wellness/Fitness Program with the IAFF/IAFC Initiative being the template and ultimate goal.

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

CITY OF RICHLAND, WA



JON AMUNDSON 5/13/15
Assistant City Manager Date



TOM HUNTINGTON 5/14/2015
Fire & Emergency Services Director Date



ALLISON JUBB 5/5/15
Human Resources Director Date

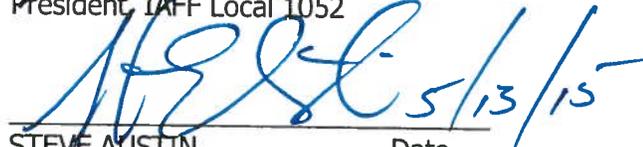
IAFF LOCAL 1052 BC



CURTIS WALSH 5/11/2015
Battalion Chief Representative,
IAFF Local 1052 BC Date



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



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

ATTEST:



MARCIA HOPKINS 5/11/15
City Clerk Date

APPROVED AS TO FORM:



HEATHER KINTZLEY 5-11-15
City Attorney Date

APPENDIX "A"

2015 CLASSIFICATIONS & WAGES

Effective the 1st payroll period of 2015 (December 29, 2014), the wage schedule reflects a 2.40% increase.

	<u>E STEP</u>	<u>F STEP</u>
Battalion Chief (24 hour shifts)	8100	8466
Battalion Chief (40 hour week - 110% of 24 hour shifts)	8910	9313

January 1, 2016 CLASSIFICATIONS & WAGES

Effective the 1st payroll period of 2016 (December 28, 2015), the wage schedule reflects a 2.0% increase.

	<u>E STEP</u>	<u>F STEP</u>
Battalion Chief (24 hour shifts)	8262	8636
Battalion Chief (40 hour week - 110% of 24 hour shifts)	9088	9500

July 1, 2016 CLASSIFICATIONS & WAGES

Effective the beginning of the 1st full payroll period that includes July 1, 2016, the wage schedule reflects a 0.80% increase.

	<u>E STEP</u>	<u>F STEP</u>
Battalion Chief (24 hour shifts)	8328	8705
Battalion Chief (40 hour week - 110% of 24 hour shifts)	9161	9576

2017 CLASSIFICATIONS & WAGES

Effective the 1st payroll period of 2017 (December 26, 2016), the wage schedule reflects a 2.0% increase.

	<u>E STEP</u>	<u>F STEP</u>
Battalion Chief (24 hour shifts)	8494	8879
Battalion Chief (40 hour week - 110% of 24 hour shifts)	9344	9767

MEDICAL POSITION PAYS:

EMT	Add \$35.00 per month to above rate
P-1	Add 6% of top Fire Fighter pay to above rate
P-2	Add 10% of top Fire Fighter pay to above rate

APPENDIX "B"

LIGHT DUTY JOB DESCRIPTION

General Statement of Duties

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

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

Examples of Work

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

Job Requirements

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

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

- Involves the completion of an inspection report, which is hand written.
2. Pre-Fire plan inspections and related work.
Involves the same activities as those required for #1.
 3. Installation of hydrant markers.
Requires the individual to drive to the hydrant location. Would involve placement of hydrant marker in street. This is done by gluing it down to the street. Would involve some bending.
 4. Shunting fire alarm boxes and returning them to service.
Requires driving to the fire alarm box site. Some limited walking.
 5. Station deliveries.
Ability to drive from station to station. From no walking to limited walking.
 6. Picking up of supplies.
Ability to drive to desired location. Limited walking requirements.
 7. Clerical functions.
 - a. Management of fire zone cards.
 - b. Incident reports.
 - c. Adapting hydrant maps to FMZS.
 - d. Special research projects.Would require sitting at desk. Reading, and possibly filing. May involve some limited standing or walking.
 8. Light housekeeping duties (self explanatory).

Transitional Work Program

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

APPENDIX "C"

PTO/VACATION DONATION TRANSFER FORM

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

Information for Employee Requesting Donated PTO/Vacation

Name: _____ Employee Number: _____

Title: _____ Department/Division: _____

Information for Employee Donating PTO/Vacation

Name: _____ Employee Number: _____

Title: _____ Department/Division: _____

Current PTO/Vacation Balance (hours): _____

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

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

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

Employee Signature: _____ Date: _____

TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT:

Date Request Received: _____

(Hours transferred _____ multiplied by donating employee's hourly rate \$ _____) divided by the hourly rate of the requesting employee \$ _____ Equals the Total Hours Transferred _____.

Approved Denied

Human Resources Director or designated representative _____ Date

cc: Personnel File

APPENDIX "D"

LEOFF TRUST CONTRIBUTION ANALYSIS

Definitions:

- I. Scheduled Contribution by Agreement** - 1.75% of F step rate of firefighter / EMT monthly base salary.
 - II. Comparative Cost Analysis** - Comparison of City Self-Insured Medical and Vision costs to LEOFF Trust and HRA costs for bargaining unit members based on same census and calculated annually at renewal.
 - III. Self Insured Cost Calculation - City** Self-Insured Medical composite rate plus the maximum liability change as calculated by Conover Insurance plus the composite Vision premium.
 - IV. Adjusted Contribution** - LEOFF Trust and HRA expected expenses that exceed the City self-insured cost calculation by comparative cost analysis will be distributed among IAFF members as additional bi-weekly payroll deductions.
 - V. Inaugural Year** - Scheduled as 2012 with an effective date of February 1, 2012.
1. For the inaugural year of 2012 an analysis of *comparative* costs will be made at mid-year and no later than June 15th, 2012 to determine the 2012 IAFF member contribution adjustment, if any. This calculation will be based on the actual monthly enrollment and administrative costs paid for the LEOFF Trust participants at mid-year 2012. By agreement for 2012 only, contributions will be adjusted beginning with the first payroll in July 2012 and will collect only 6 months of adjusted costs in the event that a cost deficit occurred.
 2. Beginning with calendar year 2013 – An analysis of *comparative* costs will be made when plan renewal costs have been solidified in 2012. If the LEOFF Trust 2013 monthly premium costs combined with all administration costs and HRA contribution expenses minus the total IAFF LEOFF member monthly contributions (per contract language) exceed the City 2012 self-funded monthly composite rate X the % of change in maximum liability for 2013 as determined by Conover Benefits, Inc. plus the monthly vision cost minus the designated 2013 scheduled tiered contributions, the difference in LEOFF Trust cost will be passed onto all LEOFF Trust employee participants equally through payroll deductions for 2013.
 3. Conversely if for 2013 the LEOFF Trust plan costs plus HRA contributions do not exceed the City's 2013 self-funded plan costs as calculated above in #2 for medical and vision benefits minus the designated tiered contributions, no change will affect the IAFF LEOFF Trust participant contributions and member contributions will be made as per the bargaining unit agreement.
 4. The same process as noted above in items # 2 and # 3 will apply for calendar year 2014.

5. Any savings illustrated by the annual evaluation of costs for the coming year will not affect a reduction in contributions below the bargaining unit agreement and will not carry over from year to year.

EXAMPLE OF COMPARATIVE COST EQUATION VS. LEOFF TRUST COST			
FOR ANALYSIS # 1	FOR ILLUSTRATION ONLY		
City Self-Insured Monthly HYPOTHETICAL COMPOSITE RATE	\$1,500.00	Employee Count	MONTHLY TOTALS
Conover Benefits, Inc. % of change in the Fixed + Maximum Liability from 2011 to 2012 Based on HYPOTHETICAL RENEWAL PROPOSAL	4.00%		
COMPARATIVE COST	\$1,560.00	53	\$82,680.00
Plus Monthly Vision Costs	\$21.03	53	\$1,114.59
SUB TOTAL			\$83,794.59
Minus Monthly Tiered Contributions			
EE Only	\$90.00	5	\$450.00
EE Plus Spouse	\$110.00	6	\$660.00
EE Plus Child / Children	\$100.00	7	\$700.00
EE Plus Spouse Plus Child / Children	\$125.00	35	\$4,375.00
		TOTAL	\$6,185.00
TOTAL MONTHLY COST			\$77,609.59
LEOFF TRUST PREMIUM 2012 - NEW RATE STRUCTURE		Estimated Census	
Employee, Spouse, Child	\$1,158.98	12	\$13,907.76
Employee, Spouse, Children	\$1,296.94	23	\$29,829.62
Employee only	\$420.82	5	\$2,104.10
Employee plus Spouse	\$896.82	6	\$5,380.92
Employee plus Child	\$682.98	3	\$2,048.94
Employee plus Children	\$820.94	4	\$3,283.76
			\$56,555.10
Plus HRA Set up \$600 / 12	\$50.00		\$50.00
Plus HRA Monthly Admin	\$5.25 pppm	53	\$278.25
Plus HRA Monthly Contribution by City			
EE Only \$2250.00 / 12	\$187.50	5	\$937.50
EE Plus Family \$4500.00 / 12	\$375.00	48	\$18,000.00
SUB TOTAL			\$75,820.85

Minus Monthly Contributions	\$0.00	5	
2011 1.75% F Step ESTIMATE	\$99.56	48	\$4,778.88
TOTAL MONTHLY COST			\$71,041.97
City Self Insured Plan MONTHLY			\$77,609.59
LEOFF Trust MONTHLY			\$71,041.97
MONTHLY DIFFERENCE			-\$6,567.62
City Self Insured Plan ANNUAL			\$931,315.08
LEOFF Trust ANNUAL		Minus	\$852,503.64
ANNUAL DIFFERENCE	(= SAVINGS)		\$78,811.44

EXAMPLE OF COMPARATIVE COST EQUATION VS. LEOFF TRUST COST			
FOR ANALYSIS # 2	FOR ILLUSTRATION ONLY		
City Self-Insured Monthly HYPOTHETICAL COMPOSITE RATE	\$1,400.00	Employee Count	MONTHLY TOTALS
Conover Benefits, Inc. % of change in the Fixed + Maximum Liability from 2011 to 2012 Based on HYPOTHETICAL RENEWAL PROPOSAL	0.50%		
COMPARATIVE COST	\$1,407.00	53	\$74,571.00
Plus Monthly Vision Costs	\$21.03	53	\$1,114.59
SUB TOTAL			\$75,685.59
Minus Monthly Tiered Contributions			
EE Only	\$90.00	5	\$450.00
EE Plus Spouse	\$110.00	6	\$660.00
EE Plus Child / Children	\$100.00	7	\$700.00
EE Plus Spouse Plus Child / Children	\$125.00	35	\$4,375.00
		TOTAL	\$6,185.00
TOTAL MONTHLY COST			\$69,500.59
LEOFF TRUST PREMIUM 2012 - NEW RATE STRUCTURE		Estimated Census	
Employee, Spouse, Child	\$1,158.98	12	\$13,907.76
Employee, Spouse, Children	\$1,296.94	23	\$29,829.62
Employee only	\$420.82	5	\$2,104.10

Employee plus Spouse	\$896.82	6	\$5,380.92
Employee plus Child	\$682.98	3	\$2,048.94
Employee plus Children	\$820.94	4	\$3,283.76
			\$56,555.10
Plus HRA Set up \$600 / 12	\$50.00		\$50.00
Plus HRA Monthly Admin	\$5.25 ppm	53	\$278.25
Plus HRA Monthly Contribution by City			
EE Only \$2250.00 / 12	\$187.50	5	\$937.50
EE Plus Family \$4500.00 / 12	\$375.00	48	\$18,000.00
SUB TOTAL			\$75,820.85
Minus Monthly Contributions	\$0.00	5	
2011 1.75% F Step ESTIMATE	\$99.56	48	\$4,778.88
TOTAL MONTHLY COST			\$71,041.97
City Self Insured Plan MONTHLY			\$69,500.59
LEOFF Trust MONTHLY			\$71,041.97
MONTHLY DIFFERENCE			\$1,541.38
City Self Insured Plan ANNUAL			\$834,007.08
LEOFF Trust ANNUAL		Minus	\$852,503.64
ANNUAL DIFFERENCE	Additional Cost		-\$18,496.56
Divided by 53 Members = \$29.08 per month Additional Contribution			

APPENDIX "D" CONTINUED

**COMPARATIVE COST EQUATION VS. LEOFF TRUST COST
FOR 2015 Based on 2015-2017 Contract**

2014 City Self-Insured Monthly COMPOSITE RATE \$1350.36 X Maximum Liability Change 8.6%		Employee Count	MONTHLY TOTALS
Per Employee January 2015 Census as of 11/26/2014	\$1,466.49	55	\$80,656.95
Plus Monthly Vision Costs	\$22.29	55	\$1,225.95
SUB TOTAL			\$81,882.90
Minus Monthly Tiered 2015 Contributions			
EE Only	\$113.00	8	\$904.00
EE Plus Spouse	\$134.00	5	\$670.00
EE Plus Child / Children	\$123.00	4	\$492.00
EE Plus Spouse Plus Child / Children	\$153.00	38	\$5,814.00
		TOTAL	\$7,880.00
TOTAL MONTHLY COST			\$74,002.90

LEOFF TRUST PREMIUM 2015 - RENEWAL RATES	January Enrollment as of 11/26/2014	January 2015 Census	
Employee, Spouse, Child	\$1,310.60	11	\$14,416.60
Employee, Spouse, Children	\$1,466.60	27	\$39,598.20
Employee only	\$475.87	8	\$3,806.96
Employee plus Spouse	\$1,014.14	5	\$5,070.70
Employee plus Child	\$772.33	1	\$772.33
Employee plus Children	\$928.33	3	\$2,784.99
			\$66,449.78
HRA Renewal Admin Cost \$250.00/12	\$20.83		\$20.83
Plus HRA Monthly Admin	\$5.25 pppm	55	\$288.75
Plus HRA Monthly Contribution by City			
EE Only \$2250.00 / 12	\$187.50	8	\$1,500.00
EE Plus Family \$4500.00 / 12	\$375.00	47	\$17,625.00
SUB TOTAL			\$85,884.36
Minus Monthly Contributions	\$0.00	8	
2015 1.75% F Step	\$109.62	47	\$5,152.14
(2015 F Step = \$6264 per month)			
TOTAL MONTHLY COST			\$80,732.22

City Self Insured Plan MONTHLY	\$74,002.90
LEOFF Trust MONTHLY	\$80,732.22
DIFFERENCE (Divided by 55)	\$122.35
City Self Insured Plan ANNUAL	\$888,034.80
LEOFF Trust ANNUAL	\$968,786.64
DIFFERENCE	\$80,751.84

Additional per EE per Month* \$122.35
Divided by 2 Payrolls* \$61.175

* Rounded for Each payroll Contribution 2015 No Dependents \$61.17

* Rounded for Each payroll Contribution 2015 W/Dependents \$115.98

(2015 1.75% of F step = \$109.62 +122.35=\$231.97 / 2 = \$115.985, rounded to \$115.98)

lak 3/12/2015

APPENDIX "E"

MOU – Decision Algorithm for Newly Hired Firefighters



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

Decision Algorithm for Newly Hired IAFF Members

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

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

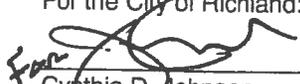
DECISION ALGORITHM FOR NEWLY HIRED FIREFIGHTER STEP PLACEMENT:

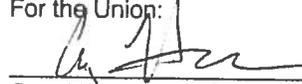
Three algorithms are included to address: Newly hired firefighters with no, or insufficient, training, certification, and experience (Algorithm #1), newly hired firefighters from an approved JATC Program (Algorithm #2), and newly hired career firefighters from a non-JATC program (Algorithm #3).

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

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

[Add the algorithms]

For the City of Richland:

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

For the Union:

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

Step Changes for New Hires

July 3, 2014



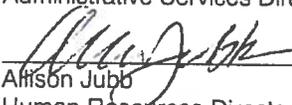
Grant Baynes Date 7/11/14
Fire & Emergency Services Director



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

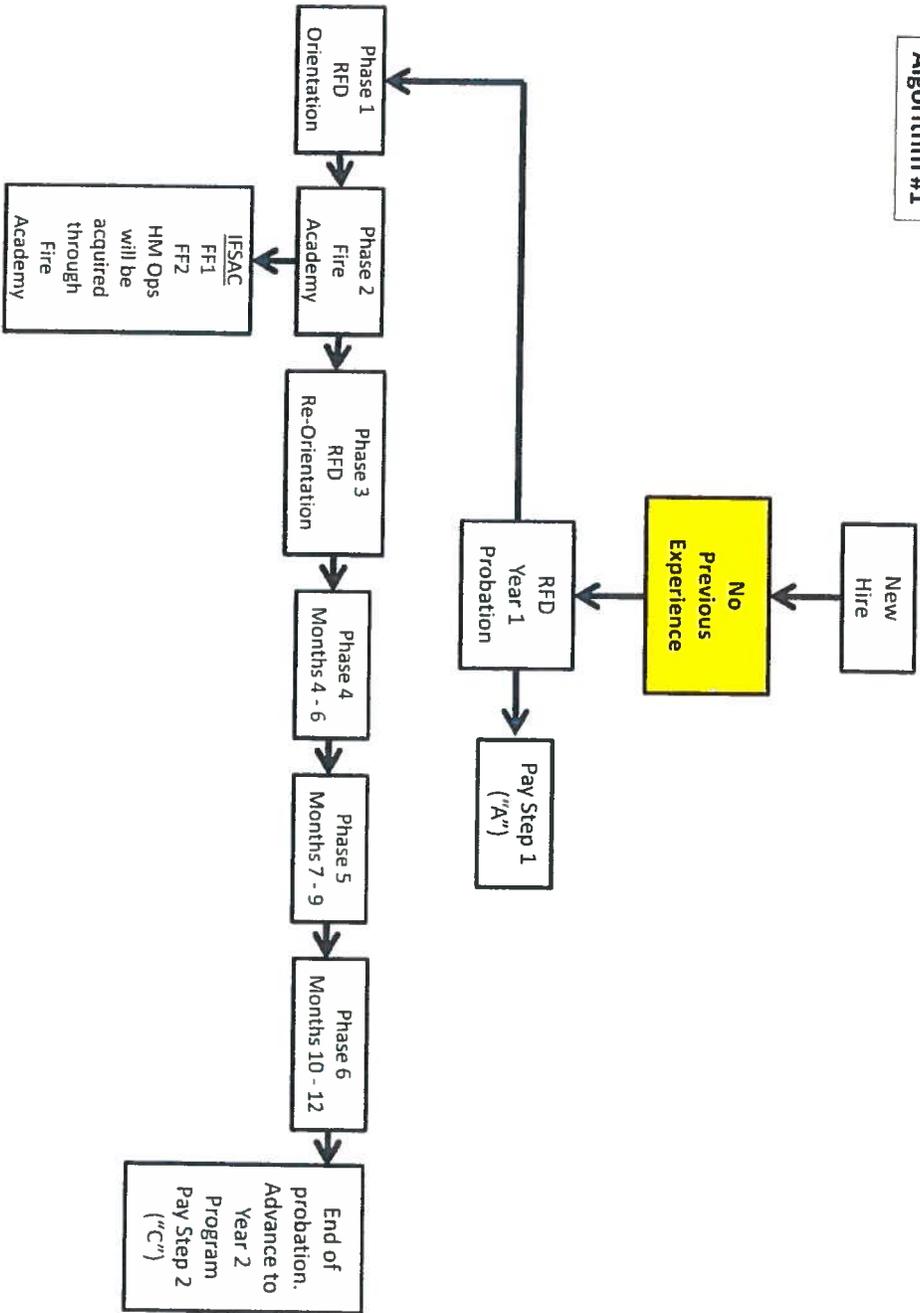


Cathleen Koch Date 7/14/14
Administrative Services Director

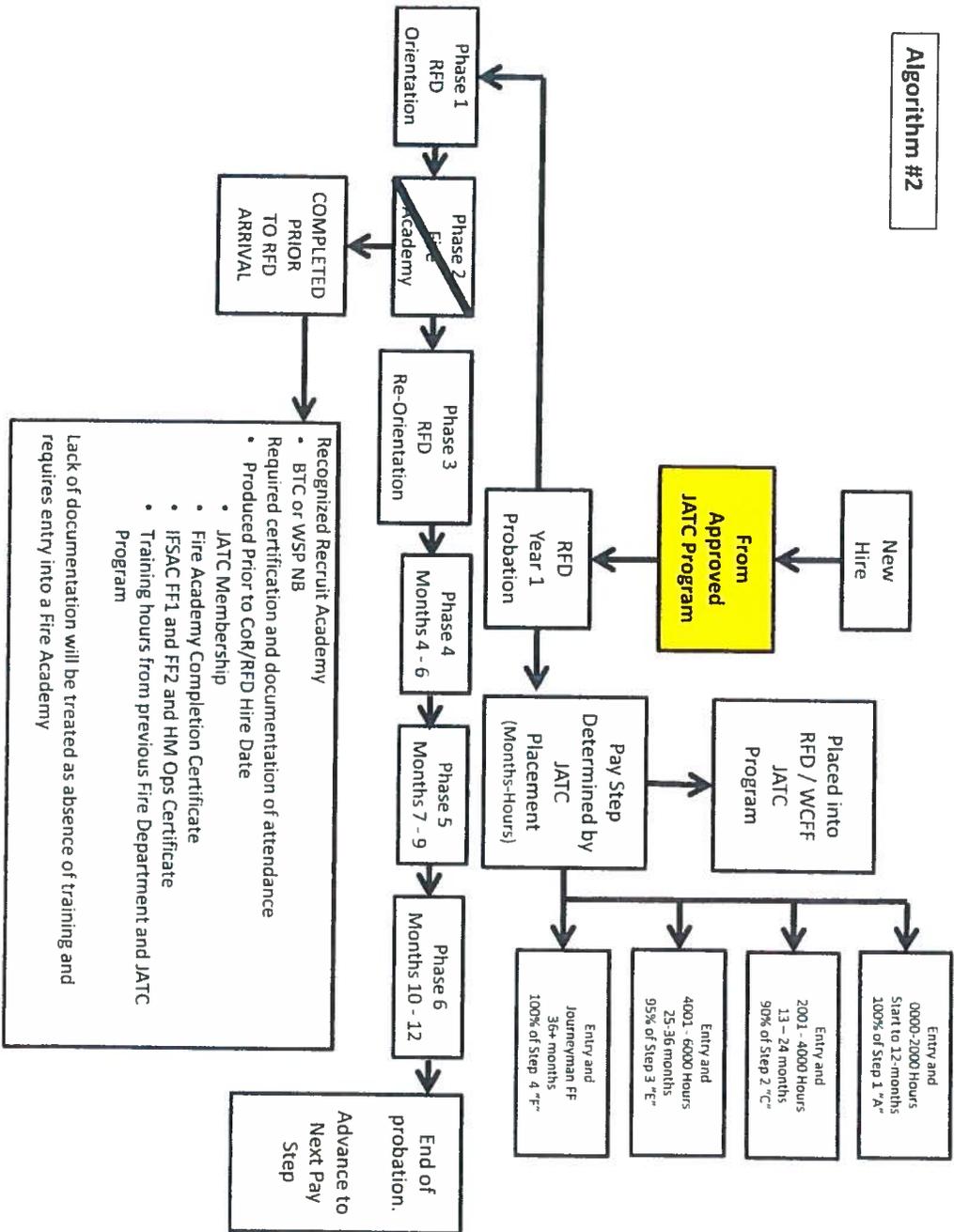


Allison Jubb Date 7/11/14
Human Resources Director

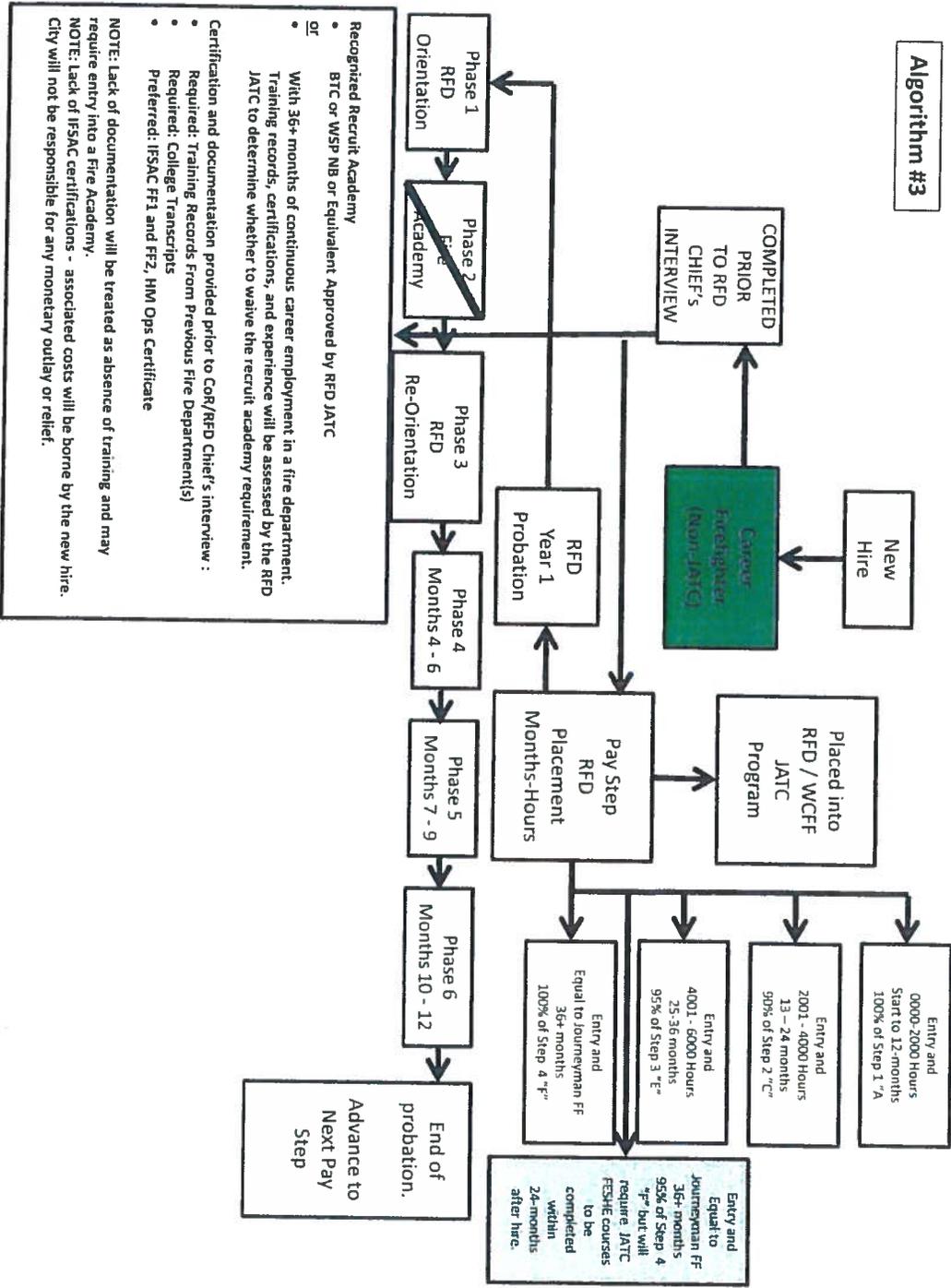
Algorithm #1



Algorithm #2



Algorithm #3



2014 Rates:
For illustration
only

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