

RESOLUTION 2012 - 19

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF SUNNYSIDE, WASHINGTON, APPROVING  
COLLECTIVE BARGAINING AGREEMENT WITH  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,  
LOCAL NO. 3542  
UNIFORMED SUPERVISORY PERSONNEL  
(January 1, 2011 through December 31, 2013)**

**WHEREAS**, authorized staff representing the City of Sunnyside have engaged in collective bargaining with International Association of Fire Fighters, Local No. 3542, Uniformed Supervisory Personnel, for a new collective bargaining agreement commencing January 1, 2011 through December 31, 2013, concerning wages, hours of work and working conditions, all pursuant to Chapter 41.56 RCW; and

**WHEREAS**, the parties have negotiated and tentatively approved a new collective bargaining agreement for such term, subject to approval of the City Council of the City of Sunnyside; and

**WHEREAS**, the City Council finds and determines that approval of such collective bargaining agreement is in the best interests of residents of the City of Sunnyside and will promote the general health, safety and welfare.

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WASHINGTON**, as follows:

**SECTION 1.** That the collective bargaining agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, by and between the City of Sunnyside and International Association of Fire Fighters, Local No. 3542, Uniformed Supervisory Personnel, is hereby approved; and the City Manager is hereby authorized to execute and administer such agreement for and on behalf of the City of Sunnyside.

**SECTION 2.** Upon execution and approval, such agreement will be effective as and from January 1, 2011 in accordance with the terms thereof.

**SECTION 3.** This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

**PASSED** this 12<sup>th</sup> day of March, 2012.

  
\_\_\_\_\_  
MIKE FARMER, MAYOR

**ATTEST:**

  
\_\_\_\_\_  
DELILAH SAENZ, CITY CLERK

**APPROVED AS TO FORM:**

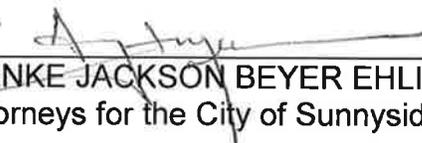
  
\_\_\_\_\_  
MENKE JACKSON BEYER EHLIS HARPER & PLANT, LLP  
Attorneys for the City of Sunnyside

EXHIBIT "A"

**AGREEMENT BY AND BETWEEN**  
**CITY OF SUNNYSIDE, WASHINGTON**  
**AND**  
**INTERNATIONAL ASSOCIATION OF FIRE**  
**FIGHTERS UNION LOCAL #3542**

**Uniformed Supervisory Personnel**

**January 1, 2011 through December 31, 2013**

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**AGREEMENT BY AND BETWEEN  
CITY OF SUNNYSIDE  
AND  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS UNION  
LOCAL #3542**

**UNIFORMED SUPERVISORY PERSONNEL**

**January 1, 2011 through December 31, 2013**

**PREAMBLE**

THIS AGREEMENT is entered into by and between the City of Sunnyside, Washington, hereinafter referred to as the Employer, and the International Association of Fire Fighters Union, Local #3542, Uniformed Supervisory Personnel, hereinafter referred to as the Union or Employees. It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union, to provide for equitable and peaceful adjustment of differences, which may arise, and to establish wages, hours and other conditions of employment.

**ARTICLE I – RECOGNITION**

1.1 The employer recognizes the Union as the exclusive bargaining agent for all full-time uniformed supervisory personnel above the rank of Captain (Battalion Chief and Deputy Chief) of the City of Sunnyside Fire Department, excluding the Fire Chief, confidential employees, all non-uniformed employees, Public Relations/Fire Prevention Officer, uniformed Captains, uniformed Fire Fighters and Volunteer Fire Fighters of the Employer.

**ARTICLE 2 – NON-DISCRIMINATION**

2.1 Neither the Employer nor the Union will discriminate against any employee because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, marital status, genetic information (Title II of the Genetic Information Nondiscrimination Act of 2008) or disability that does not prevent proper performance of the job (bona fide occupational qualification) in employment with the City covered by this CBA.

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

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

### **ARTICLE 3 – UNION SECURITY**

3.1 If an employee covered by this agreement has an objection or is forbidden to belong to the Union, based upon bona fide religious tenet or teaching of a church or religion to which he belongs, such employee shall pay an amount of money equivalent to the regular union initiation fees and regular union dues to a non-religious charity, or to another charitable organization. This must be mutually agreed upon by the employee affected and the bargaining representative to whom such employee would otherwise pay the regular fees and monthly dues. Should an employee exercise this option, the Union and the employee may enter into an agreement to provide for a division of the costs incurred should the employee request the Union's assistance in pursuing a grievance on the employee's behalf. Any regular 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 these requirements shall be notified in writing by the Union with a copy to the Employer. The issuance of this written notification by the Union to the City may constitute an authorization for the City to deduct the appropriate amount(s) from the affected employee's pay subject to the following provisions. Such deduction will be subject to a prior written agreement setting forth acceptable terms and conditions by and between the Union and the affected employee for the employee to comply with the payment of overdue amounts via a series of payroll deductions. Provided, further, the Union agrees to indemnify, defend and hold harmless the City from any and all claims, lawsuits, complaints, administrative proceedings, attorneys fees, costs, etc. associated with the affected employee filing claims, lawsuits, complaints, administrative proceedings, etc., against the City pertaining to the City's deductions of the delinquent initiation fee and dues as a result of the Union notification and the Union agreement with the affected employee.

### **ARTICLE 4 – PAYROLL DEDUCTION**

4.1 Check-off Authorization. When a "voluntary check-off" authorization is furnished by the Union and signed by the employee, the Employer agrees to deduct from the employee's pay the Union's regular initiation fee and/or dues as prescribed in the "Voluntary check-off" form. This deduction will be taken twice a month. The full amount of money so deducted by the employer shall be promptly forwarded to the Union by check, along with a list showing employee names and the amount deducted from each employee.

4.2 Notice. When the Employer hires a new employee, the Employer shall notify the Union within fourteen (14) calendar days of the date of hire.

4.3 Hold Harmless. The Union shall indemnify and save the Employer 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 Employer in reliance upon documents, cards, or other information furnished to the Employer by the Union in complying with any of the provisions of this Article.

## **ARTICLE 5 – UNION BUSINESS**

5.1 The Union may have and attend, on duty, while on non-structured time, regular Union meetings at the central fire station provided such meetings do not interfere with the work at the station and subject to prior notice to the Chief.

5.1.1 Special Meetings may be held during structured time, subject to prior notice to and approval of the Fire Chief or his designee at the central fire station.

5.2 The Employer will allow Negotiating Team Members, subject to prior approval of the Fire Chief, to exchange shifts, or hours of work within a regular shift, with bargaining unit employees of equal rank and/or equally qualified employees for the purpose of face to face negotiations for collective bargaining agreements. Shift trades, or hours of work within a regular shift, shall not create any overtime or any additional compensation liability for the Employer. At no time will shift trades, for the purpose of collective bargaining, result in one employee working forty-eight (48) continuous hours.

## **ARTICLE 6 – UNION BULLETIN BOARD**

6.1 The Employer agrees to furnish and maintain a suitable board 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 board. The bulletin board is not to exceed 12 square feet.

## **ARTICLE 7 – MANAGEMENT RIGHTS**

7.1 The Union recognizes the exclusive right and prerogative of the Employer to make and implement decisions, without bargaining collectively the decision and effects, regarding the following:

7.1.1 To determine the Fire Department's mission;

7.1.2 To determine the Fire Department's budget;

7.1.3 To determine standards of service offered to the public;

7.1.4 The right to continue to operate, utilize and assign all Volunteer Fire Fighter operations, qualifications, staffing levels, assignments and working conditions regarding volunteers serving the Fire Department as Volunteer Fire Fighters; and,

7.1.5 To revise operations based on budgeting constraints and/or areas of public need as determined by the City Council.

EXHIBIT "A"

7.2 The Union also recognizes the exclusive right and prerogative of the Employer to make decisions without bargaining collectively about the decisions, regarding the following:

- 7.2.1 To determine the makeup of the Fire Department's work force and make changes, from time to time, including the number and kinds of classifications, and to direct the Employer's work force toward the organizational goals established by Employer.
- 7.2.2 To determine methods and number of personnel needed to carry out the departmental operations and services;
- 7.2.3 The right to introduce and use any and all new or improved equipment, facilities and/or methodologies for improved and more efficient services to citizens; and,
- 7.2.4 The right to establish and operate sub-stations, to re-locate, to re-organize, or to combine work and scheduling.
- 7.2.5 The right to lay off employees due to lack of funds, lack of work, budgetary constraints and/or reorganization.

In regards to Section 7.2 above, if the employer makes a decision about these Employer rights and if the Union identifies bargainable effects which are not already addressed in the agreement then the parties will negotiate about the effects. If the effects cannot immediately be identified, the parties then, by mutual agreement, may agree to defer bargaining to a mutually agreed upon time frame, subsequent to implementation, to allow the effects of the decision to become more defined.

**ARTICLE 8 – PREVAILING RIGHTS**

8.1 Except as provided in Article 7 above, the employees and the Employer agree that the rights and privileges currently enjoyed by the employees as they exist at the time of signature of this Agreement and which are not specifically included in the Rules and Regulations, S.O.P.'s, E.O.P.'s and this Agreement will remain in effect for such employees unless the Employer wishes to modify such rights and privileges whereby the Employer will notify the Union and the parties will negotiate about those changes. The Union and the employees agree that all conditions of employment and work requirements as they exist at the time of signature of this Agreement which are not specifically included in the Rules and Regulations, S.O.P.'s, E.O.P.'s and this Agreement will remain in effect for those employees.

**ARTICLE 9 – PERFORMANCE OF DUTY – RULES AND REGULATIONS**

9.1 The Union and the Employer agree that the public interest requires the effective and uninterrupted performance of emergency services. The Union and Employer pledge their best efforts to avoid any conduct contrary to this objective.

9.2 The Union and the Employees shall not cause, encourage, or participate in any strike, picketing, slow downs, sick outs, walk outs, or any other work stoppage or interference with the Employer's services; provided, however, that informational picketing is permissible if there is no interference with the Employer's services and operations. Union activity shall not interfere with the operation of the fire department.

9.3 Any violation of this Article shall constitute cause for disciplinary action in accordance with the discipline provisions.

9.4 In addition to Section 9.3, no individual shall receive any portion of salary or benefits as provided by the Employer while engaging in activities in violation of Section 9.2.

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

**ARTICLE 10 - UNIFORMS**

10.1 All uniforms, safety "day" footwear, protective clothing and devices required of employees in performance of their duties, shall be furnished by the employer, subject to the conditions stated in Section 10.2 below.

10.2 Approved safety "day" footwear shall be worn by the employee during structured time and all applicable calls, and shall remain at the fire station when the employee is not on duty, and shall not be worn or used by the employee for any purpose other than performance of the employee's work duties for the Employer. "Approved safety 'day' footwear" means that footwear that meets applicable personal protective equipment standards for firefighter footwear as set forth in the Washington Administrative Code. The Fire Chief may accommodate the individual preference of the employee for such footwear, provided the cost for such requested footwear does not exceed Three Hundred Dollars (\$300) and sufficient budgeted funds are available to support such preference. The Employer will replace such safety "day" footwear when the footwear is worn out as determined by the Fire Chief.

10.3 The employer shall provide each member covered by this agreement who cannot obtain a proper seal, his or her own SCBA face piece. Spectacle kits with lenses shall be provided to the employees who wear corrective lenses and request spectacle kits and lenses.

10.4 Take Home Vehicle: This will be set forth in a Departmental Policy issued by the Chief.

**ARTICLE 11 – PERSONNEL REDUCTION**

11.1 The Employer has the right to lay off Employees due to insufficient funding, changes in work requirements and/or re-organization, as determined by the City Manager and the City Council. If the Employer determines that a lay off is necessary then the layoff will be carried out consistent with the following provisions.

11.2 In case of a layoff, the employee within the affected classification (i.e. Battalion Chief or Deputy Chief) having the least seniority shall be laid off or demoted first, in accordance with the following:

11.2.1 If the classification subject to layoff is Battalion Chief, the Battalion Chief with least seniority shall be demoted to Captain and then the least senior Captain shall be demoted to Fire Fighter, and then the least senior Fire Fighter shall be laid off, and,

11.2.2 If the classification subject to lay off is the Deputy Chief, the Deputy Chief will be demoted to Battalion Chief and the least senior Battalion Chief will be demoted to Captain then the least senior Captain will be demoted to Fire Fighter and the least senior Fire Fighter will be laid off.

The above order of demotion and layoff is subject to the affected employee having the required job qualifications, certifications, training and experience. If the person in the affected position was hired from outside the department then they will be laid off without bumping rights and without the right to grieve the layoff. If the person in the affected position was promoted from within the department then they would be demoted but they would have one year from the date of the layoff to obtain the necessary qualifications, certifications and training. If they failed to obtain the necessary qualifications, certification and training as determined by the Chief, they would be laid off. Time in the affected classification shall be given first consideration. If time in the affected classification 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 laid off or demoted first as described above. If scores on the certification list are equal, then time in the affected classification shall govern such that the employee with the least time shall be laid off or demoted first as described above.

11.3 When Employees are laid off, their names shall be placed on a two (2) year re-employment list in inverse order of lay off. This list shall stand for a period of two (2) years. If the Employer determines and decides to recall personnel for employment, and if the recall list Employee(s) is currently qualified, then such Employee(s) will be given the opportunity to return to work subject to their ability to pass the physical requirements and subject to their having maintained or re-acquired the necessary certifications, prior to being rehired in accordance with Article 13.

## **ARTICLE 12 – GRIEVANCE PROCEDURE**

12.1 **Policy.** The parties recognize there is a need to provide a mechanism to deal with the parties' grievances. It is the desire of the parties to adjust grievances informally wherever possible, and both management and employees are expected to make every effort to resolve problems as they arise. However, it is recognized that there may be a grievance which can be resolved only after a formal review. Accordingly, the following procedure is hereby established in order that grievances covered by this agreement may be resolved as fairly and expeditiously as possible. Nothing in this agreement shall preclude the right of the two parties to meet and verbally discuss the grievance in an attempt to resolve the issue.

12.2 **Definition.** A grievance is a dispute involving the interpretation, application, or alleged violation of any provision of this collective bargaining agreement

12.3 **Process.** A grievance must be filed within twenty (20) calendar days of the incident or when the grieving party reasonably should have become aware of the circumstances giving rise to the grievance. Failure to adhere to this time line and time lines listed below shall render the grievance forever waived and null and void.

12.3.1 **Step 1 – Grievance Filed With Fire Chief.** The Employee shall file a written grievance with the Fire Chief within twenty (20) calendar days of the incident or when the grieving party reasonably should have become aware of the circumstances giving rise to the grievance. Upon timely receipt of the grievance, the Chief shall investigate the issue(s) and notify the Employee and the Association President in writing of the decision, and the reasons there for, within twenty (20) calendar days. If the Chief determines a meeting is necessary with the Employee and the Association President then the Chief shall issue a written decision within twenty (20) calendar days of the meeting. If the Employer has a grievance, it shall be submitted to the Union representative within twenty (20) calendar days of the circumstance giving rise to the grievance.

12.3.2 **Step 2 – Grievance Appealed to City Manager.** If the grieving party is dissatisfied with the decision of the Chief and the grieving party wishes to appeal then he/she must, within twenty (20) calendar days of receipt of the Chief's decision, appeal the grievance to the City Manager. The City Manager shall issue a written decision to the employee with a copy to the Association President within twenty (20) calendar days from the receipt of the grievance or within twenty (20) calendar days from the date of a grievance meeting if one is held by mutual agreement of the parties. If there is an Employer Grievance, it shall be submitted within twenty (20) calendar days to the authorized Union representative.

12.3.3 **Step 3 – Grievance Appealed to Arbitrator.** The Union Executive Board controls whether or not to go to arbitration for the Association and the Employee. Except as provided in Section 12.3.5, a grievance which is not

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resolved as set forth above may be appealed to arbitration. Either party may invoke arbitration only by timely written submission of the grievance within twenty (20) calendar days of the response in Step 2 above to the other party. The submission must identify the previously filed grievance and set forth the issue(s) which the moving party seeks to have arbitrated.

If the matter is timely submitted to arbitration, the Employer and the Union shall start the process to select an impartial arbitrator within ten (10) calendar days after the arbitration request is timely received by the responding party. If the parties cannot mutually agree on an arbitrator, either party may, within ten (10) calendar days of the disagreement, request a list of eleven (11) qualified arbitrators from the Federal Mediation and Conciliation Service (FMCS), American Arbitration Association (AAA) or Public Employment Relations Commission (PERC). From that list, within ten (10) calendar days after its receipt, the parties shall flip a coin to determine who shall strike the first name, then each will alternately strike one of the names submitted until only one name remains. The person whose name remains shall be selected as the sole arbitrator. Hearings will be governed by the rules and procedures of FMCS, AAA or PERC.

The arbitrator shall render a decision as promptly as possible. The arbitrator shall confine himself/herself to the issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her. The arbitrator shall have jurisdiction and authority only to interpret, apply, or determine compliance with the specific terms of the agreement and shall not have jurisdiction to add to, detract from, or alter in any way the provisions of this agreement. The arbitrator shall not have jurisdiction to award attorneys' fees, costs, expenses, punitive damages and compensatory damages (other than back pay or back benefits if applicable). The decision shall be final and binding upon the parties to the grievance, provided that the decision of the arbiter is neither arbitrary nor capricious, nor exceeds the arbiter's authority.

The arbitrator's fees and expenses, the cost of any hearing room, the cost of a court reporter, and transcription shall be borne equally by the Employer and the Union. The costs, expenses and attorney's fees incurred by each party, shall be the sole responsibility of and borne by the party incurring them. In no case shall the arbitrator award one party's costs of arbitration and attorney's fees incurred against the other party. Either party has the right to request a court reporter and transcript of the proceedings. In such event, the expenses of the reporting and transcript shall be borne equally by the Employer and the Union.

- 12.3.4 Any grievance which the Employer's management shall have against the Union shall be reduced to writing and submitted to the president of the Union Local as per Step 2. If the matter is not satisfactorily settled at Step 2, appeal may be instituted as set forth in Section 12.3.3, Step 3, above.

12.3.5 If the subject matter of a grievance could be appealed to the Civil Service Commission for fire employees of the City of Sunnyside, the matter may be submitted for determination to the Civil Service Commission or grievance procedure, but not both. If it is to be reviewed by the Civil Service Commission, the request for an investigation hearing must be submitted in writing within ten (10) calendar days from the incident. If the employee chooses to proceed with the grievance procedure, then the time lines of the grievance procedure must be followed. Failure to adhere to the time lines shall render the grievance forever waived and null and void. Submission of the dispute to the grievance procedure or a hearing by the Civil Service Commission shall bar submission in the other forum.

#### 12.4 Special Provisions

12.4.1 A Union representative and/or aggrieved party shall be granted reasonable time off without loss of pay for the purpose of processing a grievance as provided in Section 12.3.3, Step 3, above.

12.4.2 A grievance may be entertained in or advanced to any Step in the grievance procedure if the parties agree jointly in writing.

12.4.3 The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved. A statement of the duration of such extension of time must be signed by both parties involved at the step to be extended.

### **ARTICLE 13 – VACANCIES AND PROMOTIONS**

13.1 When there is a vacancy in a position covered by this Agreement, it is the Employer's sole right to determine whether or not that vacancy is to be filled. If the Employer determines that the vacancy is to be filled, it is the Employer's sole right to determine when the vacancy will be filled.

13.2 If the vacancy is filled, it will occur through a competitive examination conducted by the City of Sunnyside Civil Service Commission.

13.3 If and when it is determined by the Employer 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 passed-over candidate(s), the Employer will provide the passed-over candidate(s) with written reason(s) for not being selected, provided, however, such selection process, written reason(s) and appointment(s) shall not be grievable.

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13.4 Entry-level, lateral entry, and promotion eligibility lists shall be maintained in accordance with the rules and regulations of the Civil Service Commission for Fire Employees except as provided in Section 13.5 below.

13.5 Promotional Testing:

13.5.1 Promotional testing for the position is subject to the following provisions:

**Step One:** A written examination prepared by or purchased from an outside agency experienced in Fire Service examinations will be used for Step One of the testing process. Applicants receiving a passing score will be allowed to proceed to Step Two.

**Step Two:** A situational review (tactical exercise) or oral board interview, as determined by the Chief, scored by a review panel of experienced Fire Personnel from outside agencies.

13.5.2 After the above testing process occurs, the ranking of the candidates will be forwarded to the Employer by the Civil Service Commission.

13.5.3 Testing procedures and materials and placement of candidates on any eligibility list shall not be grievable. As is current practice, the rule of three shall be applied to the eligibility list in accordance with Section 13.3.

**ARTICLE 14 – SALARIES AND SPECIAL PAYS**

14.1 Salaries and Special Pays for bargaining unit employees are set forth In *Appendix "A"* attached hereto and incorporated herein by this reference. The incentives and other premium type pays shall become effective beginning January 1, 2012 or in a payroll period thereafter depending on when this Agreement is ratified and signed by both parties or the pay period beginning March 1, 2012, whichever is soonest.

14.2 Emergency Medical Service Incentive Pay. Each employee shall be allowed Incentive pay following the completion and certification for the medical service levels of proficiency achieved as per Section 14.3.2. The Chief, in his sole discretion, will determine how many EMS certified employees there will be subject to budgetary determinations by the City. The required training class tuition shall be paid by the Employer. Higher levels of certifications that are not required for employment may be paid for by the Employer and subject to approval by the Fire Chief prior to taking the class. The following described medical service levels are recognized and align accordingly in *Appendix "A"*.

Bargaining unit employees who have been certified and who meet the requirements promulgated by the Washington State Department of Health and the Yakima County Medical Program Director will be paid the special pays stated in *Appendix "A"* for any of the following described medical service levels of proficiency, to-wit:

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- (1) EMT Airway Technician;
- (2) EMT IV (intra-venous) Technician;
- (3) EMT-I (Intermediate) or Advanced EMT
- (4) Washington State EMT Paramedic Certification

Definitions:

EMT-I (Intermediate) is defined as an Emergency Medical Technician who has completed training beyond the EMT-basic level to include IV therapy and advance airway skills.

Advanced EMT is defined as an Emergency Medical Technician who has completed training beyond the EMT-basic level and meets the National Standards as adopted by the Washington State Department of Health. Advance EMT skills include IV therapy, supraglottic airways, and applicable drug therapy.

The Employer agrees to fund certification for three (3) Bargaining Unit Employees for Washington State EMT Paramedic certification. The Employer has the right to exceed the above numbers of certifications if it so determines.

14.3 Requirements Pertaining to Certifications.

14.3.1 Subject to the directives of the Fire Chief, it is the responsibility of the Battalion Chief and Deputy Chief, Battalion Chief and Deputy Chief with paramedic certification to attend required training.

14.3.2 If the Fire Chief directs the Battalion Chief and/or Deputy Chief to obtain any certification(s), such Battalion Chief and/or Deputy Chief shall obtain and maintain such certification(s) as a condition of employment. If a Battalion Chief and/or Deputy Chief fails to obtain and maintain any certification(s) as directed by the Chief, said Battalion Chief and/or Deputy Chief shall be discharged (terminated).

14.3.3 It is the responsibility of each Battalion Chief and/or Deputy Chief to maintain current certifications as training instructors in EMS as well as in Fire Suppression. The Chief shall determine, from time to time, how many training instructors are needed.

14.3.4 EMS Certification and Re-certifications.

- A. The Employer shall pay for tuition and books for the initial certification and re-certifications for EMT I (IV/Airway). If the employee fails to complete the classes, the employee shall be responsible for reimbursing the Employer the full amount of books and tuition.
- B. The Employer will pay the applicable annual membership fee to Yakima County Department of EMS for participation in the ALS

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Ongoing Training and Evaluation Program (OTEP) for all bargaining unit members needing this required training. Yakima County ALS OTEP On-Line is the recommended training program for all Yakima County paramedics and Intermediate EMTs. Textbooks and training equipment are available through Yakima County Department of EMS without charge. The Employer shall pay overtime for any mandatory OTEP classes the Employee must attend while off duty. Employees attending classes during off-duty hours shall provide a copy of the signed roster for the class they attended signed by the instructor of the class.

- C. The Employer agrees to pay up to Two Hundred Fifty Dollars (\$250) for tuition and books once every three (3) years for training outside of the Yakima County OTEP for each paramedic. Travel for such training outside of a fifty (50) mile travel distance for classes will be handled in accordance with the current City travel policies.
- D. Paramedics and EMT IV/AW Technicians will be allowed up to sixteen (16) hours of overtime for OTEP hours.

**ARTICLE 15 – HOURS OF WORK**

15.1 Schedule and Shifts. The Fire Chief has the right to assign the Deputy Chief and Battalion Chief to the following schedules:

15.1.1 Four (4) ten (10)-hour work days (4/10's) in a seven (7) day work period; and/or

15.1.2 Five (5) eight (8)-hour work days (5/8's) in a seven (7) day work period;

15.1.3 The Fire Chief has the right to schedule the Deputy Chief and Battalion Chief to work any four (4) days or five (5) days within a seven (7) day work period, inclusive of Saturdays and Sundays. The Fire Chief can schedule the Deputy Chief to work a different schedule than the Battalion Chief. For example, one could be on 4/10's and the other on 5/8's.

15.2 Overtime. The Deputy Chief and the Battalion Chief are FLSA overtime exempt personnel and as such do not receive overtime for working more than forty (40) hours in a seven (7) day work period. In addition, given that these positions are FLSA exempt, they work the hours necessary to complete their work assignments and tasks as determined by the Fire Chief. 29 C.F.R. Section 541 "Executive" Personnel.

15.3 Change of Schedules and Shifts. The Fire Chief has the right to change the schedules and shifts by providing the affected employee thirty (30) calendar days written notice except in the event of an emergency. In the case of an emergency, as much notice (verbal or written) as practicable will be provided.

**ARTICLE 16 - LEAVES**

16.1 Vacation.

16.1.1 Accrual. The following vacation allowance is available to the Deputy Chief and Battalion Chief:

- A. Employees beginning with the first (1<sup>st</sup>) year and through the fourth (4<sup>th</sup>) year of employment with the Employer shall receive eighty-eight (88) hours of vacation per year.
- B. Employees shall receive, beginning with the fifth (5<sup>th</sup>) year of employment and through the sixth (6<sup>th</sup>) year of employment with the Employer, one hundred twelve (112) hours of vacation per year.
- C. Employees shall receive, beginning with the seventh (7<sup>th</sup>) year of employment and through the twelfth (12<sup>th</sup>) year of employment with the Employer, one hundred thirty-six (136) hours of vacation per year.
- D. Employees shall receive beginning with the thirteenth (13<sup>th</sup>) year of employment and thereafter with the Employer, one hundred sixty (160) hours of vacation per year.

16.1.2 Vacation hours will be accrued on a pay period basis. No accrued vacation time may be used until after six (6) months employment. Employees, who accrue vacation time in excess of the maximum accrual amount of two hundred forty hours, shall have until March 31<sup>st</sup> of the year following such excess vacation accrual to utilize that excess accrued vacation. Any amount not used by March 31<sup>st</sup> shall be forfeited.

16.1.3 Use. The Deputy Chief and Battalion Chief desiring to take vacation will submit a request to the Fire Chief at least fourteen (14) calendar days prior to the date the vacation time is to be taken subject to the above provisions. No vacation shall accrue during a leave of absence. A minimum of forty-eight (48) hours of vacation time shall be taken each year. Vacation time shall be charged at the rate reflective of the shift, either eight (8) hours or ten (10) hours.

16.2 Executive Leave. Employees shall receive executive leave of eighty (80) hours each year at the beginning of the year (January). This leave shall be used within the year earned and shall not be accumulated (use it or lose it). The Deputy Chief and Battalion Chief desiring to take executive leave will submit a request to the Fire Chief at least fourteen (14) calendar days prior to the date the executive leave is to be taken subject to the above provisions. Executive leave time shall be charged at the rate reflective of the shift, either eight (8) hours or ten (10) hours. Executive leave may be taken subject to prior approval by the Chief. Executive Leave has no monetary value upon any separation/termination of employment.

16.3 Injury on the Job Benefits. An employee who is sick or injured while working for the city or while working in a work related capacity, and is unable to return to work, shall charge the first three (3) working days of absence to sick leave. During the following ninety (90) working days, the employee shall be compensated by the city in an amount equal to the difference between the employee's salary, and those sums the employee is paid by the State of Washington. After ninety-three (93) working days, the city shall pay the difference between any sums received from the State and the employee's regular salary, charging the employee's sick leave and vacation accruals, in that order, one-half (1/2) for each working day absence. The city's responsibility for continued payments shall cease with the employee's sick leave and vacation credits are exhausted. These procedures will apply so long as they are consistent with statutory provisions and case law.

16.4 Military Leave. A regular employee who is an active member of any organized reserve of the Armed Forces of the United States or Washington National Guard, shall be entitled to and granted a military leave of absence from his employment for a period not exceeding twenty-one (21) calendar days during each year beginning October 1 and ending the following September 30. Such leave shall be granted in order that the employee shall be able to participate in his mandatory active training duty. Such military leave shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges or pay. Verification of military orders may be required. The employee shall, in advance, provide an official copy of his military orders, if available. The parties will comply with RCW 38.40.060.

16.5 Jury Duty. When a bargaining unit employee is called for Jury Duty in any municipal, county, state, or federal court, he/she shall advise the Employer upon receipt of such call, and if taken from his/her work for such service, the Employer will pay that employee's salary for the period he/she is on jury duty, provided, that the employee shall convey and endorse to the Employer any remuneration received from the court for such jury duty, and permit the Employer to verify the amount of remuneration the employee received for such service. The employee shall retain payments for mileage and out-of-pocket expenses.

16.6 Use of Accrued Paid Leaves for Family Medical Leave Act. Each employee requesting leave for any purpose permitted under the Family Medical Leave Act shall be required to use any and all accrued paid leave time available for such purposes, including but not limited to, vacation, sick leave and emergency leave. Any such leave taken shall be counted against the total leave time available to such employee under the Family Medical Leave Act. The twelve (12) weeks is based on a "rolling" 12-month period measured backward from the date an employee uses any FMLA leave.

16.7 Holidays.

16.7.1 The Deputy Chief and Battalion Chief are entitled to the following paid holidays:

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<u>Holiday</u>	<u>Date Celebrated</u>
New Year's Day	January 1 <sup>st</sup>
Martin Luther King, Jr. Day	3 <sup>rd</sup> Monday of January
President's Day	3 <sup>rd</sup> Monday of February
Memorial Day	Last Monday of May
Independent Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday of September
Veteran's Day	November 11 <sup>th</sup>
Thanksgiving	4 <sup>th</sup> Thursday of November
Christmas	December 25 <sup>th</sup>

16.7.2 When a holiday falls on a Friday or Saturday, the Thursday preceding shall be observed as the holiday. When a holiday falls on Sunday, the Monday following shall be observed as the holiday. Employees who have days off because of their work schedules, shall receive the same number of days off in lieu of holidays missed, as scheduled by their respective department heads. A holiday falling within a vacation period shall not constitute a vacation day and a holiday occurring while an employee is on sick leave shall constitute a holiday taken, and shall not be charged against that employee's sick leave. Employees who because of their work schedule work on a regularly scheduled holiday shall retain that holiday to be taken at a later date, on an hour for hour basis. If it is not used by December 31<sup>st</sup>, it is considered vacation accrued.

16.8 Sick Leave.

16.8.1 The employees shall be entitled to sick leave benefits, at the employee's regular rate of pay, when said employees are unable or unfit to report to work, as a result of illness or injury, or when, through exposure to contagious diseases, the presence of said employees to their post of duty would jeopardize the health of others. A doctor's certificate may be requested by the Fire Chief and/or by the City Manager, at their discretion.

16.8.2 Notification of absence on account of illness, injury, or exposure to disease shall be given to the Fire Chief or City Manager on the first day of absence, if possible. Failure to notify the Fire Chief or City Manager on the first day of absence or within a reasonable period of time thereafter may constitute cause for loss of leave at the discretion of the Fire Chief and/or City Manager. Sick leave shall accrue at the rate of eight (8) hours per month, and unused sick leave may accrue to a maximum of nine hundred sixty (960) hours. Provided that an employee who accrues more than nine hundred sixty (960) hours of sick leave as of December 31<sup>st</sup> of any year shall be compensated for the sick leave hours in excess of nine hundred sixty (960) hours at the rate of twenty-five percent (25%) of his or her sick leave in excess of nine hundred sixty (960) hours paid at his or her current salary rate. Compensation for excess accrued sick leave shall

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be paid to the eligible employee with the January 15<sup>th</sup> payroll of the following year.

16.8.3 Whenever an employee is off duty, on paid vacation, is actually disabled or ill during that period, the employee may charge such absence to the employee's sick leave account by sending prompt notice of sickness and a doctor's certificate verifying the same to the Fire Chief or the City Manager. The remaining vacation shall, then, be deferred.

16.8.4 Pursuant to RCW 49.12.270, an employee may use accumulated sick leave or other paid time off to care for: (a) a child of the employee with a health condition that requires treatment or supervision; or (b) a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition. Such use of leave is subject to the provisions of this Section 16.8.

16.8.5 In the event of the death of a member of the employee's immediate family, said employee may, with the consent of the Fire Chief or the City Manager, be absent from duty for not more than five (5) consecutive days for any one occasion. Such absence shall be charged against said employee's sick leave credits. Immediate family shall be defined to include spouse, parent, child, step-child (living in the household), brother, sister, father-in-law, mother-in-law, grandparents and grandchildren.

16.8.6 Employees may be absent from work the equivalent of eight (8) hours per year without loss of pay or benefits for the purpose of attending funerals of individuals not covered in the paragraph immediately preceding. Such absence shall be charged against the employee's sick leave bank.

16.9 Leave of Absence.

16.9.1 When any employee has exhausted his or her vacation and sick leave, but is still medically unable to return to work for medical or other reasons, he or she may go on leave without pay subject to prior approval by the Fire Chief and/or City Manager. If such employee requests such leave without pay and intends to return to work at the conclusion thereof upon approval of his or her physician, said employee may be permitted to return to work subject to approval by the Fire Chief and/or City Manager. Said employee shall not return to his/her prior position if the position has been eliminated as a result of budgetary action or as a result of a layoff. In addition, if the position is available, the employee must continue to be qualified as determined by the Fire Chief and/or the City Manager.

16.9.2 During the period of such leave without pay, the employee shall earn no additional vacation or sick leave. However, said employee shall be maintained on the city's records as an employee for the purpose of maintenance of medical benefits by the city subject to FMLA and statutory limitations.

**ARTICLE 17 – INSURANCE**

17.1 Health Plan Coverage. The employer shall make available health plan coverage for the bargaining unit members and their dependents. Coverage shall include medical, dental, prescription drug, vision, term life insurance and long-term disability subject to the following provisions and sections. The Bargaining Unit may select, as a group, from among the medical, dental and vision plans made available by the Employer. Currently, the insurance coverages are provided through the Teamsters Trust. The Employer shall make an annual determination of which insurer will provide the most cost effective coverage for medical, dental, and vision coverage similar but not substantially similar to the coverage currently provided and the Employer is not required to obtain said coverage from the current provider. It is also understood that the current provider(s) may at their option choose not to provide coverage at the conclusion of any contract year and that Employer shall then seek to obtain similar but not substantially similar coverage from another provider. The Employer's determinations regarding providers, coverage, premiums, etc shall not be subject to the grievance procedures. The Employer's decisions regarding providers, coverage, premiums, etc. shall not be subject to negotiations. The effects of such decisions will be subject to bargaining for a sixty (60) calendar day window if the Employer was provided at least ninety (90) calendar days' notice of the changes in providers, coverages, premiums, etc. If less than ninety (90) calendar days' notice was provided to the Employer then the window for bargaining effects will be reduced accordingly. For example, if only sixty (60) calendar days' notice was provided by the providers then the effects bargaining window will be thirty (30) calendar days. The Employer will provide the bargaining unit President sixty (60) calendar days' written notice of the Employer's decisions regarding changes of providers, coverage, premiums, etc., and the President shall identify the effects the bargaining unit wishes to address within ten (10) calendar days of the Employer's written notice. The parties shall meet to discuss the effects during the sixty (60) calendar day window. If the parties reach agreement, then the parties' solutions shall be implemented. If the parties cannot reach agreement then the Employer has the right to implement its decisions after the sixty (60) calendar day window. The parties will continue to bargain about the effects and if necessary will invoke the jurisdiction of PERC through the statutory process; provided, however, any subsequent settlements, determinations and/or awards shall be prospective only and shall not be retroactive. The current provider(s) shall provide at least ninety (90) calendar days' written notification to the Employer of the desire to not provide coverage.

17.1.1 Premiums. Effective beginning for January and perhaps February, 2012, status quo per Ordinance 2088 shall be in effect in terms of Employer contribution and Employee contribution. Effective beginning January 1, 2012 or in a payroll period thereafter depending on when this Agreement is ratified and signed by both parties or the pay period beginning March 1, 2012, whichever is soonest, the Employer will pay \$994.76 per employee per month, and the Employee, by payroll deduction, will pay \$203.64 per month toward the combined premium cost of the medical, dental and vision insurance plans for employee/family coverage. In calendar years 2012 and 2013, the Employer will pay, fifty percent (50%) of any increase

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in the combined premium cost of the medical, dental and vision insurance plans. The Finance Director shall determine the payments to be made by the Employer and the Employees. The Finance Director will provide thirty (30) calendar days' written notice of the calculations to the President of the bargaining unit. The Finance Director's determinations shall not be subject to the grievance procedures.

- 17.1.2 Payroll Deduction. Any amounts in excess of the Employer's contribution necessary to pay the premiums shall be paid by the Employee and shall be handled by payroll deduction on the last pay period of the month.
- 17.1.3 Eligibility. Each employee has been provided a copy of this labor agreement. Copies of the benefit booklet for each health care coverage will be provided as such are made available from the insurance providers. It is the responsibility of the Employee to read these health care booklets, to determine when he/she will become eligible for each benefit. In the event an employee shall have a month pass in which he/she is not compensated for the required number of hours for the Employer to pay his/her premium, it is the Employee's responsibility to immediately contact the insurance carrier to determine which of the benefits allow self-payments to continue the coverage for himself/herself and dependents. If an employee misplaces any of the booklets, the Employee should contact the City Clerk's office at 818 E. Edison Avenue, Sunnyside, Washington, 98944 for a replacement copy.
- 17.1.4 Long-Term Disability Coverage. The Employer agrees to purchase long-term disability coverage through the Association of Washington Cities Benefit Trust and Standard Insurance Company for all LEOFF II bargaining unit employees. Effective in the payroll period following signature of this CBA by the last signing party or sooner if administratively possible, the Employer agrees to remit up to the same contribution level to the bargaining unit for acquisition by bargaining unit members of long-term disability coverage through the Washington State Council of Firefighters Disability Plan II for LEOFF II bargaining unit employees. This coverage is being purchased to compensate for the lack of coverage by Social Security. If, at any time, coverage becomes available through Social Security, either by election of the Employees or as required by law, long-term disability coverage shall terminate.
- 17.1.5 Term Life Insurance. Effective beginning in the payroll period following signature by the last signing party of this CBA, for the Deputy Chief and the Battalion Chief, the Employer agrees to remit up to the same contribution level to the bargaining unit as the City is currently contributing for acquisition by the bargaining unit members of term life insurance coverage through the Washington State Council of Firefighters Disability Plan II.

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17.2 In no event shall the Employer be responsible for direct payment of any and all coverage(s), claims, etc. The Union shall indemnify and hold harmless the City from any and all claims pertaining to coverage(s). No issues pertaining to coverage(s) shall be subject to the grievance procedures.

17.3 Retiree Medical Trust. Effective beginning January 1, 2012 or in a payroll period thereafter depending on when this Agreement is ratified and signed by both parties or the pay period beginning March 1, 2012, whichever is soonest, a Retiree Medical Trust program may be implemented subject to the following provisions:

17.3.1 If all of the bargaining unit employees, as a group, choose to participate in this benefit, the Employer agrees to contribute up to Seventy-five Dollars (\$75.00) per month for bargaining unit employees to the Washington State Council of Fire Fighters Post-Retirement Medical Trust Fund.

17.3.2 The Union and Employees agree to hold the Employer harmless and indemnify the Employer from any and all liability, claims, demands, lawsuits, and/or any losses, damage, or injury to persons or property, of whatsoever kind, arising from and in any way related to the implementation and administration of this Post-Retirement Medical Trust Fund and Program. The IAFF, Local, and the employees, shall be one hundred percent (100%) liable for any and all liabilities inclusive of any federal, state, or local agency determinations regarding any and all tax violations, withholding violations, and/or tax penalties, as well as any other liabilities arising out of the implementation and administration of the Washington State Council of Fire Fighters Post-Retirement Medical Trust Fund.

17.3.3 Under no circumstances whatsoever, will the Employer be liable to directly pay any Retiree Medical Trust Benefits to any employees and/or retired employees and/or their beneficiaries.

17.3.4 None of the provisions of Article are grievable by the Union and Employees.

## **ARTICLE 18 – TERMINATION OF EMPLOYMENT**

18.1 Upon termination of employment for any reason, the employee shall, as soon as practical, be paid for:

18.1.1 Accrued and unused vacation provided that payment for accrued and unused vacation shall not exceed two hundred forty (240) hours. Upon retirement, payment for accrued and unused vacation shall not exceed two hundred forty (240) hours. In case of death of an employee, this payment shall be made to the estate of the deceased or to the surviving spouse.

**ARTICLE 19 – PROBATIONARY PERIOD**

19.1 The probationary period shall be for one (1) year. During the probationary period, the employee is subject to termination/discharge without just cause and without any recourse. During the probationary period for a Battalion Chief, if the Battalion Chief was promoted from within the department, the Battalion Chief is subject to demotion and transfer back to the position held by the Employee prior to promotion as determined by the Chief or as voluntarily decided by the employee, within the first year (12 months). After the first year, the employee may be demoted for cause. If the Battalion Chief was hired from outside the department, the Battalion Chief is subject to termination without just cause and without recourse during the one (1) year probationary period. During the probationary period for the Deputy Chief, if the Deputy Chief was promoted from within the department, the Deputy Chief is subject to demotion and transfer back to the position held by the Employee prior to promotion as determined by the Chief or as voluntarily decided by the employee, within the first year (12 months). After the first year, the employee may be demoted for cause. If the Deputy Chief was hired from outside the department, the Deputy Chief is subject to termination without just cause and without recourse during the one (1) year probationary period.

**ARTICLE 20 – EDUCATION INCENTIVE PAY**

20.1 Effective beginning January 1, 2012, or in a payroll period thereafter depending on when this Agreement is ratified and signed by both parties or the pay period beginning March 1, 2012, whichever is soonest, the Deputy Chief and the Battalion Chief are eligible for education incentive as set forth below. The Deputy Chief and Battalion Chief shall be eligible for the following education incentives:

20.1.1 The credits must have been earned without financial aid from the City.

20.1.2 The hours earned must be in a major area that will develop skills needed for fire service subject to prior approval by the Chief. However, credits that are earned not directly involving fire service, but necessary to attain an Associate of Arts and Science degree, or an Associate of Applied Science degree, or a Bachelor of Arts and Science degree or a Bachelor of Applied Science degree subject to the Employee receiving the applicable degree will be counted for premium pay. This provision is to be subject to the following limits:

Communication Skills	20 credit hours
Social Science	15 credit hours
Natural History	15 credit hours
Technical Fire Courses	37 credit hours
Electives	30 credit hours

20.1.3 A cumulative grade average of 2.5 must be maintained.

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20.1.4 Education incentives are not to be considered until the employee has completed one (1) year of employment.

20.1.5 All credits are subject to prior approval by the Fire Chief.

21.1.6 Education incentives shall not exceed three percent (3%) per month subject to the employee achieving an AA or BA degree.

20.1.7 For those current employees who are receiving the educational incentive, they will continue to receive the incentive. For those employees who are receiving educational incentive but do not have an AA or BA degree, they will have two (2) years from the date of signing of this CBA to achieve an AA or BA degree in order to continue receiving the incentive. If the employees have not achieved an AA or BA within that timeframe then the educational incentive shall cease to be paid. All new employees must achieve an AA or BA degree before becoming eligible for educational incentive at the respective levels.

**ARTICLE 21 – SUCCESSORSHIP**

21.1 In the event the City of Sunnyside is annexed to any Fire Protection District under Chapter 52.04 RCW, any transfer of employees shall be governed by the provisions of such chapter and sections 52.04.111, 52.04.121 and 52.04.131, Revised Code of Washington, or applicable statute.

**ARTICLE 22 – NEW JOB CLASSIFICATION**

22.1 The Employer reserves the right to establish new job classifications. In the event the Employer creates a new job classification within the bargaining unit, the pay for such new classification may be negotiated with the Union if the Union indicates it wishes to bargain by written notice to the Employer within ten (10) calendar days' of notice of the new classification.

22.2 The Employer reserves the right to establish the qualifications and duties of each new job classification, and to fill such position in accordance with the Rules and Regulations of the Civil Service Commission for Fire Employees, including the use of entry-level, lateral entry, and or promotional testing and eligibility lists, as deemed appropriate by the Employer.

**ARTICLE 23 – HIRING**

23.1 Hiring, transferring, and demotions will be carried out consistent with the terms of this agreement and Civil Service Rules and Regulations.

**ARTICLE 24 - DISCIPLINE**

24.1 The employee may be disciplined or discharged for just cause. In the case of non-serious violation (s) or misconduct(s), as determined by the Employer, discipline should be applied at progressive and escalating levels to allow the Employee proper notice of misconduct and an opportunity to improve performance. The level or degree of discipline imposed shall be appropriately based on the Employee's prior record of service, length of service, severity of offense and prior record of discipline. In the case of serious violation(s) or misconduct(s) as determined by the Employer, discipline may be administered without regard to progression for the first violation(s) or misconduct(s).

24.2 Disciplinary action or measures shall include only the following:

- a. verbal counseling,
- b. written reprimand,
- c. suspension without pay,
- d. reduction in rank
- e. discharge

24.3 Prior to the imposition of any discipline or discharge, beyond verbal counseling and/or written reprimand, the Employee shall be provided a copy of the alleged violation and all relevant documents the Employer has in their possession. In addition, the Employer shall hold a pre-disciplinary meeting no sooner than ten (10) calendar days from the day the Employee was notified of the alleged violation. At this hearing the Employee will be given an opportunity to present his/her side of the issue.

24.4 The Employee shall be entitled to have Union and/or legal representation present at any meeting held with the Employer to discuss potential disciplinary action against him/her. The Employer shall inform the Employee of this right at the beginning of any fact gathering meeting where disciplinary action could result.

24.5 The Employee and the Employee's Union representative with the Employee's authorization shall have the right to inspect the full contents of his/her personnel file. No written reprimand or greater disciplinary document may be placed in the personnel file without the Employee having been first notified of said disciplinary action and given a copy, with a copy to the Union. The Employee shall be required to sign the written reprimand or other disciplinary action acknowledging that they have read the contents of the document.

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24.6 Any verbal counseling or written reprimand received by an Employee shall be maintained in the Employee's personnel file for a maximum of twenty-four (24) months from the date of the verbal counseling or written reprimand. If there is any subsequent verbal counseling or written reprimands, all verbal counseling and written reprimands shall remain in the Employee's personnel file for an additional twenty-four (24) months and so on.

24.7 Records of suspension without pay, demotion, discharge and yearly evaluations shall permanently remain in the Employee's personnel file.

24.8 Depending on the severity of the offense the Employer is not restricted to taking disciplinary action by way of a progression as outlined in Section 24.2.

24.9 Deputy Chief and Battalion Chief shall adhere to not only their job descriptions, but also the Article 25 provisions for responsibilities, expectations and behavioral mandates. Deputy Chief and Battalion Chief shall conform to these higher responsibilities, expectations and behavioral mandates. Deputy Chief and Battalion Chief may be terminated for the first instance of misconduct and/or violation of Article 25 depending on the seriousness of the misconduct and/or violation.

**ARTICLE 25 – DEPUTY CHIEF AND BATTALION CHIEF RESPONSIBILITIES,  
EXPECTATIONS AND BEHAVIORAL MANDATES**

25.1 Deputy Chief and Battalion Chief shall comply with their job descriptions. Deputy Chief and Battalion Chief shall carry out their supervisory responsibilities in an efficient, productive and accountable manner. They are required to adhere to directives, policies and procedures, verbal and written, and to enforce compliance with directives, policies and procedures by subordinate employees. The Deputy Chief and Battalion Chief shall carry out lower levels of disciplinary action inclusive of verbal and written reprimands. The Deputy Chief and Battalion Chief shall recommend higher levels of disciplinary action such as suspension without pay and termination/discharge. These duties shall be carried out in a positive and constructive manner, exhibiting complete support for the mission, goals and directives of the City.

25.2 Deputy Chief and Battalion Chief will participate in confidential discussions about how resources are to be allocated, and help manage resources in an efficient, effective and productive manner. Disclosure of information which is confidential may result in discipline as outlined in Section 24.9.

25.3 If the Deputy Chief and/or Battalion Chief voice disagreements with policies, procedures and/or directions for certain matters those may be voiced to only the IAFF representative if they relate solely to non-confidential Management-only topics. If the disagreements relate to Management only topics then those disagreements shall only be voiced to the Fire Chief or the City Manager. Examples of confidential Management-only topics which must not be voiced to anyone other than the Fire Chief or City Manager are budget issues, negotiation topics and strategies, layoffs, potential policy and administrative changes, discipline issues, grievance issues except those related to

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the employees of this CBA and/or performance appraisal issues. Other topics similar to these are also prohibited from being voiced to anyone other than the Fire Chief and City Manager. Examples of non-confidential Management topics which may be voiced only to the Union Staff Representative include potential discipline relating to the Deputy Chief and Battalion Chief Fire.

25.4 The Union and employees agree to follow the chain of command with regard to the adherence and enforcement of this labor agreement.

### **ARTICLE 26 – COMPLIANCE**

26.1 The Employer and the Union shall comply with the Civil Service Rules and Regulations, and shall insure compliance with all federal, state, and City of Sunnyside laws and ordinances.

26.2 Conflicts between the provisions of Civil Service Rules and Regulations and specific provisions of the collective bargaining agreement shall be resolved consistent with the provisions of the collective bargaining agreement.

26.3 It is understood by the parties that if contract language addresses a specific matter, then said language takes precedence. If contract language does not address a specific matter, then the Department's policies, rules, regulations, and standard operating procedures take precedence. If the Department's policies, rules, regulations, and standard operating procedures do not address a specific matter, then Civil Service Rules and Regulations take precedence. If Civil Service Rules and Regulations do not address a specific matter, then applicable City Ordinances takes precedence.

26.4 All benefits applicable to the Deputy Chief and Battalion Chief shall be governed by the terms and conditions of this CBA. No other benefits contained in personnel policies, Ordinances, Resolutions, etc shall be applicable to these employees. By benefits, the parties mean topics such as vacation time, sick leave, holidays, wages, insurances, etc.

### **ARTICLE 27 – SAVINGS CLAUSE**

27.1 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 28 – TERM OF AGREEMENT**

28.1 All terms and conditions contained in this new CBA shall be in full force and effect beginning January 1, 2012, or in a payroll period thereafter depending on when this Agreement is ratified and signed by both parties or the pay period beginning March 1, 2012, whichever is soonest.

28.2 Either party desiring to enter into negotiations for a succeeding agreement shall notify the other party by July 15 prior to the date of the expiration of this agreement of its desire to commence negotiations. The party receiving such notice shall acknowledge its receipt. It is the intention of the parties to schedule negotiation meetings at a mutually convenient time following receipt of such notice. In the event a new contract is not approved by the expiration date stated above, this agreement will remain in effect until such time as a new agreement is ratified by both parties.

**ARTICLE 29 – RESPONSE TIME**

29.1 Response Time. Bargaining unit employees covered by this agreement shall not be mandated to reside within any specific area but shall be able to respond to the fire station within thirty (30) minutes from the time of call or dispatch.

**ARTICLE 30 – TEMPORARY DUTY DISABILITY  
AND SERVICE CREDIT BUY BACK**

30.1 Applicability. This Article applies only to Plan 2 members of the Washington State Law Enforcement Officers' and Fire Fighters' Retirement System (LEOFF).

30.1.1 Any member who is disabled in the line of duty on or after May 1, 2000 may establish service credit under LEOFF Plan 2 if the employee receives disability leave supplement under RCW 41.04.500 through 41.04.530 or similar benefits under RCW 41.04.535.

30.2 Procedure. Requests for service credit are subject to the following conditions:

- A. Every member who wishes to establish service credit for disability must send written request to:

LEOFF Benefit Supervisor  
Department of Retirement Systems  
P.O. Box 48380  
Olympia, Washington 98504

The request must include the member's name, social security number, current employer, and the period(s) for which service credit is requested.

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- B. The member may establish up to six (6) months of service credit for each incident covered by RCW 41.04.500 through 41.04.530 or RCW 41.04.535, with a maximum of twenty-four (24) months for your career.
- C. To establish service credit, a member must be employed in an eligible position or on authorized leave of absence. Service credit cannot be granted after a member separates from employment even if he or she subsequently returns to service.
- D. The Employer shall pay both the Employer's and the Employee's contribution at the rates in effect for the period of service to be credited.
- E. Contributions are to be based on the "regular compensation" the member would have received if he or she had been able to work during the time to be credited. Salary increases that would have applied during this time are "regular compensation".

30.3 The Department of Retirement Systems will calculate the obligation based on a Verification of Employment (VOE) form submitted by the Employer. The Employer must verify that the member received disability leave supplement under RCW 41.04.500 through 41.04.530 or similar benefits under RCW 41.04.535 during the period indicated on the VOE.

### **ARTICLE 31 – RANDOM DRUG TESTING**

31.1 Purpose. The City and Local #3542 support a drug free community and in an effort to set an example for the citizens and more particularly the youth of our city have agreed that bargaining unit employees will be subject to a program of random drug testing administered by an independent third party. This program will be a condition of employment for all employees in this bargaining unit. If an employee tests positive, the employee shall be subject to disciplinary action including termination of employment with the City.

31.2 Any employee in this bargaining unit who tests positive for any alcohol or illegal drugs, or prescription drugs which could negatively affect their job performance and for which they do not have a valid prescription, or which they are not using as directed by their physician, or who refuses to take such test will be subject to disciplinary action including termination of employment with the City. Any employee in this bargaining unit who tests positive shall, on the first such occurrence, be immediately removed from the work place and placed on unpaid administrative leave and shall report to a City approved substance abuse counselor for evaluation as directed by the Fire Chief and shall not return to work until said counselor has notified the Fire Chief that the employee does not pose a threat to the him/herself or other employees, and has, by written agreement, enrolled in an appropriate rehabilitation program. Said employee shall be required to meet all the terms of the rehabilitation program and be subject to additional testing at least monthly until released from the program. For a period of two years such employees shall be subject to testing up to six (6) times in each twelve- (12) month

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period. Any subsequent positive test during the remaining tenure of the employee or refusal of the employee to submit to any required test or failure to complete any of the terms of the rehabilitation program for such employees shall result in termination of employment.

31.3 Any employee who voluntarily advises the Fire Chief that they have a drug or alcohol problem and who agrees to a plan of treatment or rehabilitation shall not be subject to disciplinary action for the first occurrence so long as they fully comply with the terms of the treatment or rehabilitation program. The treatment or rehabilitation program must be approved by the Fire Chief and the employee must agree that the provider of the program shall share with the Fire Chief periodic reports on the Employee's participation and the final results of the program. Any employee who fails to meet the terms of the program, has a subsequent positive test or has a second occurrence shall be subject to termination of employment with the City.

### **ARTICLE 32 – LIGHT DUTY**

32.1 In the sole discretion of the Chief, an employee may be assigned to light duty following a duty-related injury when released by the Employee's physician. An employee does not have the right to refuse a light duty assignment that is a result of a duty related injury. If an employee is released for light duty by their physician and refuses the assignment it will be consider a voluntary quit.

32.2 Light duty assignments are of temporary duration only, not to exceed a period of four (4) weeks and may be extended an additional four (4) weeks at the direction of the Fire Chief or designee. At no time will a light duty assignment exceed a period of six (6) months. Light duty does not create a position of employment and is not to be considered permanent. Only full-time employees of the City of Sunnyside Fire Department are eligible for light duty assignments. The determination as to whether light duty work exists and the assignment of personnel rests solely with the Fire Chief or his/her designee.

32.3 Light duty assignments will be restricted to work approved by the Employee's treating physician in writing and to work directly related to the Fire Department. The Employee shall provide the Employer with a release from the Employee's treating physician detailing work restrictions while on light duty as well as a projected date for return to full-duty.

32.4 Employees assigned to light duty will not be scheduled to work in excess of a forty (40) hour work week. The number of hours will be agreed to between the Employee and the Fire Chief.

32.5 Employees may request to be assigned light duty work, or at the Employer's request, may agree to work a light duty assignment for non-duty related injuries. Requests may be made at any time during the sick leave period. Once an employee accepts light duty, the Employee may not rescind his/her acceptance of the assignment except upon written direction of their physician indicating that the Employee should no

longer perform the light duty assignment, or that the Employee can return to full regular duties.

- A. If hours worked are less than forty (40) per week, the Employee shall use sick leave or other leave time to make up the difference between forty (40) hours and the time actually worked. The Employee shall continue to receive his/her regular salary while working a light duty assignment, and shall continue to receive all benefits until all leave balances have been used.
- B. While working light duty, the Employee may observe all City Holidays by using accrued holiday leave time or vacation leave time at ten (10) hours per day of work. Employees may utilize accrued holiday and/or vacation leave time for time off during their light duty assignment on an hour-for-hour basis as approved by the Employee's supervisor. Accrual rates for vacation and sick leave will continue at normal shift rates.
- C. Employees shall utilize sick leave to attend medical appointments during scheduled work hours and shall notify their supervisor as far in advance as possible of medical appointments.

### **ARTICLE 33 – PERSONAL PHYSICAL FITNESS STANDARDS AND TESTING**

33.1 Purpose. The purpose of this Personal Physical Fitness Standards and Testing Program ("Program") is to promote physical fitness of all employees in this bargaining unit within the Sunnyside Fire Department, and to specify the scheduling, conduct and administration of semi-annual physical fitness ability testing.

#### 33.2. Participation.

- A. New Hires. Effective beginning January 1, 2012, new hires in this bargaining unit shall be required for a period of six (6) years, inclusive of the probationary period, as a condition of employment, to be enrolled and participate in the Program, and to meet the minimum physical fitness testing standards as described below.

Sunset Clause. Any employee in this bargaining unit may opt out of the Program any time after six (6) years of participation, but in lieu of such participation, such employee shall obtain from his or her physician or other qualified medical officer, sports medicine specialist, or other qualified physical fitness trainer a personal fitness plan and shall perform and comply with such personal fitness plan. Any employee opting out of the Program and implementing a personal fitness plan shall not be eligible for the monetary fitness incentive described below. Any employee electing to continue to participate in the Program after six (6) years of participation may continue to participate in the Program with eligibility for the monetary fitness incentive described below.

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- B. Current Employees. For employees in this bargaining unit employed on or before the effective date of this Program, enrollment, participation, and physical fitness testing shall be optional at the election of the Employee. Current bargaining unit employees who elect to not enroll and participate in the Program shall not be eligible for the monetary fitness incentive described below.

Current employees may elect at any time to enroll, participate, and test when administered (see section 33.4 below) under the Program, and upon passing the applicable testing standard, shall receive the monetary fitness incentive described below.

- C. Nondiscrimination. The Employer will not discriminate against any employee for exercising any option to enroll and participate, or not to enroll or participate, in the Program.

33.3 Physical Fitness Ability Test Description.

The Employee must pass the following:

- A. Reposition of a Charged Hose Line. One Hundred Fifty (150) feet of 2 1/2 " hose fully charged with nozzle attached and a static pressure of 80-100 psi will be attached to a hydrant. When time starts, the candidate will pick up the hose and double back towards the hydrant. Time stops when the candidate crosses a line next to the hydrant. Minimum passing time: twenty (20) seconds.
- B. Equipment Carry. The candidate will be required to run 240 yards. The candidate will start by picking up a fire extinguisher (weighing approx. 31 lbs.) and run 120 ft. placing it in a box, or an outlined square space marked on the ground. The candidate will then return empty handed to the start line and pick up an air bottle (weighing approx. 20 lbs.) run 120 feet and place it in the box or square. The candidate will then return empty handed to the start line and pick up a first aid box (weighing approx. 20 lbs.) and run 120 feet and place it in the box or square. The candidate will then return to the start/finish line empty handed. The time starts when the candidate crosses the start line and ends when they cross the finish line. Minimum passing time: seventy (70) seconds.
- C. Dummy Drag. The candidate will be required to drag a 180 lb. Manikin 100 ft. The manikin will be placed at the start line. The candidate will grasp the manikin by the upper torso, under the arms, and drag the manikin 100 ft. to the finish line. Time will start when the candidate touches the manikin and will stop when he/she crosses the finish line. Minimum passing time: twenty-five (25) seconds.

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- D. Hose Bundle Lift. The candidate will be required to take ten (10) 2 1/2 " hose bundles off of the top row of the hose rack and place them on the bottom row. Once all ten bundles are on the bottom row the candidate will then immediately return them back to the top row. All ten bundles must be neatly placed on the rack, setting upright side-by-side. Time starts when the candidate touches the first hose bundle and ends when the last bundle is placed back on the back on the top row. Minimum passing time: fifty (50) seconds.
- E. Run. The candidate will be required to run a mile and one-half within the required time outlined in the time sheet. Time starts when the timer says "Go" and time ends when the candidate crosses the finish line. Minimum passing time: fourteen (14) minutes thirty-one (31) seconds.

33.4. Administration of Physical Fitness Testing.

- A. The physical fitness ability testing shall be conducted twice each year, with the first test administered in April, 2012 and the second in October, 2012, with semi-annual testing thereafter in the same months. Participating employees shall be notified at least thirty (30) days in advance of the specific testing date, time, and location. The Employer may select months other than those named above for succeeding years, provided the two annual testing dates are at least six (6) months apart, and shall provide participating employees at least thirty (30) days' advance notice of the date, time and location of the test.
- B. All participating employees must make themselves available on the scheduled test dates. Employees who are ill or injured on the date of any scheduled test may request an alternate test date or alternate scope of test by providing medical documentation of their condition. A request for an alternate test date or alternate scope of test must be made sufficiently in advance of the test date, so the Employer can fairly and fully consider and schedule any requested alternate test date or alternate scope of test. Last hour requests will not be considered. The Fire Chief shall make the final decision regarding the granting of alternate test date or scope of test.
- C. Employees who have an emergent or extraordinary schedule conflict with the announced test dates may request an alternate test date. The reason(s) for the request must be presented to the Fire Chief in writing at least five (5) days before the scheduled test date. The Fire Chief shall make the final decision regarding the granting of alternate test date and arrangements.

33.5 Test Results.

- A. New Hires. Employees hired after January 1, 2012 in this bargaining unit must pass the minimum test requirements as a condition of employment. Failure to achieve a passing score shall invoke the following procedures: (a) The Employee shall not receive, and shall not be eligible to receive, any fitness incentive pay as described below until a passing score is achieved, but

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in no event shall such employee be entitled to receive any such fitness incentive pay until the next scheduled semi-annual test is conducted; (b) Failure to achieve a minimum passing score on the next succeeding scheduled semi-annual fitness test shall be grounds for the employee to be sent for a medical examination to determine if there is a medical reason that the Employee did not successfully meet the minimum standard. If no medical reason can be found for the Employee's failure to meet the minimum requirements, then discipline, up to and including termination of employment, may result.

- B. Current Employees. Those employees hired before the effective date of this Program who elect to enroll and participate in the Program, and who achieve a passing score on each semi-annual test, shall be entitled to receive the fitness incentive pay described below. If such employees do not achieve a passing score on any semi-annual test, such employees shall not receive, and shall not be eligible to receive, any fitness incentive pay until a passing score is achieved, but in no event shall such employee be entitled to receive any such fitness incentive pay until the next succeeding scheduled semi-annual test is conducted.

33.6 Fitness Test Benchmarks – Fitness Incentive Pay.

- A. Minimum Test Requirements. To be eligible to receive fitness incentive pay, participating employees must pass all aspects of the test.

Each participating employee who achieves the above minimum score shall be entitled to receive fitness incentive pay, paid monthly, in an amount equal to three percent (3%) of the Top Step Fire Fighter base monthly salary.

**ARTICLE 34 – FITNESS FOR DUTY EXAMINATIONS**

34.1 Fitness for duty examinations will be conducted if the Employer determines such fitness for duty examination is necessary to ascertain whether the Employee can perform the essential functions of the job. A fitness for duty assessment becomes necessary in an incident or event specific setting, or where a pattern of significant sick leave usage or job performance causes the Employer to have a reasonable belief that the Employee may not be fit for duty which may include but is not limited to an injury, or a health or psychological condition that reveals itself while the Employee is on duty or off duty and interferes with the Employee performing the work of the position. If the fitness for duty examination pertains to the Employee's inability to physically perform the essential functions of their job as it relates to the physical exertion required for structural firefighting, then the first requirement shall be for the Employee to pass the fitness standards as determined by the Chief. If the Employee fails these fitness standards then the Employer has the right to institute disciplinary procedures up to and including discharge. If the fitness for duty examination pertains to other physical or mental conditions that interfere with the Employee's ability to perform the essential functions of the job then the provisions of this Article 34 shall apply.

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34.2 On any occasion when the City believes that a fitness for duty examination is necessary with respect to a particular bargaining unit member, the City will notify both the impacted bargaining unit member and Local #3542 of the City's belief in writing, and the City will also explain in writing the basis for its belief in this regard as is set forth in Section 34.1 above. Employee shall provide the City with a patient's waiver of medical information or a release prepared by the City for the purposes of acquiring necessary information from the medical providers to ascertain whether an employee can perform the essential functions of the job.

34.3 The parties agree to the first fitness for duty examination being conducted by Lincoln Avenue Family Medicine or a current provider of occupational health services at the City's expense and at the time assigned by the City. The Employee shall be placed on paid administrative leave pending the results of said examination. The member will provide the examining physician with a copy of the most recent job description for the member's position, or with other equivalent information.

34.4 If the examination raises fitness for duty issues, only sufficient information necessary to inform of the City of the nature of any fitness for duty issues as they would relate to the Employee's ability to perform the essential functions of his or her job will be released to the City.

34.5 If no fitness for duty concerns are raised by the initial examination, the City will be informed by the physician that the Employee is fit for duty subject to the following provisions.

34.6 Either party shall have the right within no more than ten (10) working days of receipt of the result of the initial fitness for duty examination to seek a second opinion about fitness for duty issue(s) from a physician of the party's choice at the expense of the party seeking the second opinion, if insurance doesn't cover the cost. Sections 34.2, 34.4 and 34.5 above shall also apply to second opinion examinations. The second opinion must be completed within thirty (30) days from receiving the results of the initial examination. If neither party seeks a second opinion then the results of the initial fitness for duty examination shall be binding.

34.7 In case the first and second medical examination/fitness for duty opinions conflict, meaning one indicates fit for duty and the other indicates unfit for duty, the parties will seek a third opinion from a mutually agreed upon specialist physician in the applicable field and shall equally split costs and expenses subject to insurance coverage first. If the third examination confirms that the Employee is fit for duty then the Employee will be returned to duty. If the third examination confirms that the Employee is unfit for duty then it is binding and the Employee shall be discharged (terminated).

34.8 Bargaining unit members with verified fitness for duty issues may be eligible for light duty subject to the provisions of the light duty article in the CBA.

34.9 The City and Union agree to abide by all applicable state and federal laws related to handicap discrimination and/or fitness for duty.

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IN WITNESS THEREOF, the parties hereto have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**CITY OF SUNNYSIDE**

\_\_\_\_\_  
Mark Gervasi, City Manager

\_\_\_\_\_  
Aaron Markham, Fire Chief

ATTEST:

\_\_\_\_\_  
Delilah Saenz, City Clerk

Represented by:

\_\_\_\_\_  
Anthony F. Menke, Management Attorney

**INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS  
LOCAL #3542**

\_\_\_\_\_  
Joshua Roe, President

\_\_\_\_\_  
Ryan Savage, Vice President

\_\_\_\_\_  
Chad Den Boer, Secretary

\_\_\_\_\_  
Paul Filicetti, Treasurer

**APPENDIX "A"**  
**Base Salaries Schedule, Incentives and Longevity**

YEAR	GRADE		Step A	Step B	Step C	Step D	Step E
2011	Deputy Chief	Monthly	\$6,031.00	\$6,332.55	\$6,649.18	\$6,981.64	\$7,330.72
	Deputy Chief	Annual	\$72,372.00	\$75,990.60	\$79,790.16	\$83,779.68	\$87,968.64
	Battalion Chief	Monthly	\$5,470.00	\$5,743.50	\$6,030.68	\$6,332.21	\$6,648.82
	Battalion Chief	Annual	\$65,640.00	\$68,922.00	\$72,368.16	\$75,986.52	\$79,785.84
	Deputy Chief	Monthly	\$6,209.52	\$6,519.99	\$6,845.99	\$7,188.29	\$7,547.70
	Deputy Chief	Annual	\$74,514.21	\$78,239.88	\$82,151.88	\$86,259.48	\$90,572.40
2012	Battalion Chief	Monthly	\$5,631.91	\$5,913.51	\$6,209.19	\$6,519.65	\$6,845.63
	Battalion Chief	Annual	\$67,582.94	\$70,962.12	\$74,510.28	\$78,235.80	\$82,147.56
	Deputy Chief	Monthly	\$TBD	\$TBD	\$TBD	\$TBD	\$TBD
	Deputy Chief	Annual	\$TBD	\$TBD	\$TBD	\$TBD	\$TBD
	Battalion Chief	Monthly	\$TBD	\$TBD	\$TBD	\$TBD	\$TBD
	Battalion Chief	Annual	\$TBD	\$TBD	\$TBD	\$TBD	\$TBD
2013	Deputy Chief	Monthly	\$TBD	\$TBD	\$TBD	\$TBD	\$TBD
	Deputy Chief	Annual	\$TBD	\$TBD	\$TBD	\$TBD	\$TBD
	Battalion Chief	Monthly	\$TBD	\$TBD	\$TBD	\$TBD	\$TBD
	Battalion Chief	Annual	\$TBD	\$TBD	\$TBD	\$TBD	\$TBD
	Deputy Chief	Monthly	\$TBD	\$TBD	\$TBD	\$TBD	\$TBD
	Deputy Chief	Annual	\$TBD	\$TBD	\$TBD	\$TBD	\$TBD

- A. Salaries. Salaries above shall be effective January 1 of each listed year. [Note: the 2011 Battalion Chief monthly and annual salaries do not include incentives, etc for purposes of this pay plan (figures supplied by Mark, Chief and Anna). Regardless of the salaries indicated above for 2011, there will be no changes implemented with regard to the 2011 benefits and pay that has already been provided and paid to the affected employees. Changes for 2012 shall become effective January 1, 2012, or in a payroll period thereafter depending on when this Agreement is ratified and signed by both parties or the pay period beginning March 1, 2012, whichever is soonest.
- B. Step Progression. All step progressions within the pay plan above shall be subject to a satisfactory performance review by the Chief and City Manager.

C. For Deputy Chief and Battalion Chief:

Deputy Chief: For 2011, the Deputy Chief shall receive a lump sum equal to 3% based on base salary only without incentives less normal deductions not added to the salary schedule above.

Effective January 1, 2012, a 2.96% general increase based on eighty percent (80%) of the Seattle CPI-W, for the period June, 2010 to June, 2011, subject to a 2.0% minimum up to a 3.5% maximum. Effective January 1, 2013, the percentage general increase shall be based on eighty percent (80%) of the Seattle CPI-W, for the period June, 2011 to June, 2012, subject to a 2.0% minimum up to a 3.5% maximum.

Battalion Chief: Effective January 1, 2011, a zero percent (0%) general increase. Effective January 1, 2012 a 2.96% general increase based on eighty percent (80%) of the Seattle CPI-W, for the period June, 2010 to June, 2011, subject to a 2% minimum up to a 3.5% maximum. Effective January 1, 2013, the percentage general increase shall be based on eighty percent (80%) of the Seattle CPI-W, for the period June, 2011 to June, 2012, subject to a 2.0% minimum up to a 3.5% maximum.

D. Special Incentive Pays. The Chief has the right to direct employees to obtain certifications as determined necessary by the Chief. If the Chief directs employees to obtain certifications and they do so then they will receive the incentive pays. If the Chief does not direct employee(s) to obtain certifications then employees shall not receive the incentive pays. Effective beginning January 1, 2012, or in a payroll period thereafter depending on when this Agreement is ratified and signed by both parties or the pay period beginning March 1, 2012, whichever is soonest, an employee in this bargaining unit who has obtained and is maintaining certification for such level(s) of proficiency as stated in Article 14, including field experience and periodic testing, as required by the Emergency Medical Services Council, shall receive Emergency Medical Service Incentive Pay for each certification level as set forth below. Provided that: If at any time an employee fails to maintain certification for any of the levels of proficiency, the employee shall not be entitled to receive the Special Incentive pay for such level(s) during such period of canceled or lapsed certification. Failure to maintain certifications shall be grounds for discharge (termination) of employment pursuant to Article 14, specifically Section 14.3.2.

	<u>Certification</u>	<u>Monthly</u>
(1)	EMT Airway Technician	<b>2.5% Top FF Pay Step *</b>
(2)	EMT IV (intravenous) Technician	<b>2.5% Top FF Pay Step *</b>
(3)	EMT – I (Intermediate) or Advanced EMT	<b>5.0% Top FF Pay Step</b>
(4)	Washington State EMT Paramedic	<b>10% above Top FF Pay Step</b>

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**\*Note:** Only employees who have (1) and (2) above may add the incentives for (1) and (2) together for a total of five point zero percent (5.0%) above Top FF Pay Step. Employees who have (3) above are not entitled to add incentives for (1) and (2) (if they have them) to the EMT-I (Intermediate or Advanced EMT) incentive; this incentive shall be limited to five point zero percent (5.0%) above Top FF Pay Step. Employees who have (4) above are not entitled to add incentives for (1), (2) and (3) (if they have them) to the Washington State EMT Paramedic incentive, this incentive shall be limited to ten point zero percent (10.0%) above Top FF Pay.

These provisions pertaining to special incentive pays are subject to the provisions and conditions in Article 14.

- E. Longevity Pay. Effective beginning January 1, 2012, or in a payroll period thereafter depending on when this Agreement is ratified and signed by both parties or the pay period beginning March 1, 2012, whichever is soonest, the Deputy Chief and Battalion Chief will be eligible for longevity pay as follows:

10 to 15 years	Zero point five percent ( <b>0.5%</b> ) on base wage
15 to 20 years	One point zero percent ( <b>1.0%</b> ) on base wage
20 to 25 years	One point five percent ( <b>1.5%</b> ) on base wage
25 to 30 years	Two point zero percent ( <b>2.0%</b> ) on base wage

These percentages are not cumulative.

- F. All calculations regarding A through E above shall be determined by the Finance Director.