

**2014 – 2016
COLLECTIVE BARGAINING AGREEMENT**

BETWEEN THE CITY OF KENNEWICK

AND

**THE KENNEWICK FIRE FIGHTERS ASSOCIATION
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL #1296**

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This Agreement made and entered into by and between the City of Kennewick, Washington, hereinafter referred to as the "City", and the International Association of Fire Fighters, Local #1296, hereinafter referred to as the "Union", respectfully has as its purpose the setting forth of the Agreement between the parties on matters relating to wages, hours and working conditions and the promotion of mutual understanding between the parties.

WITNESSETH:

The City and the Union recognize that harmonious relations should be maintained between the City and the Union for the benefit of the public. All will benefit by continuous peace and by adjusting any differences which may arise by rational common sense methods.

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4 **ARTICLE 1**
5 **TERM AND SCOPE OF AGREEMENT**
6

7 Section 1.1 This Agreement shall be and hereby does become effective January 1,
8 2014, and shall remain in full force and effect to and including December 31, 2016. To
9 amend this contract, either party shall notify the other on or before May 1, 2016 of its
10 desire to terminate or amend the same. Termination or amendment of the same shall
11 be effective January 1 of the following year. The proposed changes, which shall
12 constitute the subject of the negotiations for amendment, shall accompany each notice
13 of such termination or amendment. This Agreement shall be subject to such changes or
14 modifications as shall be mutually agreed upon by the parties hereto, but such changes
15 or modifications, if made, shall not be retroactive unless mutually agreed upon by both
16 parties. The parties acknowledge that each party has had the right and opportunity to
17 make demands and proposals with respect to any matter which is a proper subject of
18 collective bargaining. The results of the exercise of that right are set forth in this
19 Agreement.

20 Neither party waives the right to open discussions on any subject during the life of this
21 Agreement. It is expressly understood that these discussions are not subject to the
22 Impasse Procedures provided in RCW 41.56.

23 Section 1.2 It is understood and agreed that if, during the term of this Agreement,
24 mandatory laws applicable to and in conflict with any of the provisions hereof shall
25 become effective and thereafter govern the parties in respect to such conflicting
26 provisions, then and in that event, this Agreement shall be subject to revisions by
27 mutual agreement of the parties hereto covering changes in the provisions which
28 conflict.

29 Section 1.3 It is understood by both parties that the terms of this Agreement shall be
30 applicable to all full-time regular fire fighters except the Fire Chief, Operations Chief,
31 Deputy Chief and Administrative 40-hour per week employees whose duties and/or job
32 descriptions are similar to other City employees in non-fire related occupations.
33

34 Section 1.4 This document constitutes agreements on negotiable items and no verbal
35 statements made prior to execution hereof shall supersede any of the provisions
36 contained herein.

ARTICLE 2
UNION MEMBERSHIP/SECURITY

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40 Section 2.1 All full-time regular employees of the Fire Department of the City coming
41 within the classifications covered by this Agreement shall, as of this date, be required to
42 share in the cost of maintaining and operating the Union as their collective bargaining
43 agent. The right of non-association of employees based on bona fide religious beliefs of
44 the employee is safeguarded. Such employees shall pay an amount of money
45 equivalent to regular union dues and initiation fees to a non-religious charity or to
46 another charitable organization mutually agreed upon by the employee affected and the
47 Union. The employee shall furnish written proof that such payment has been made. If
48 the employee and the Union do not reach agreement on such matter, the Public
49 Employment Relations Commission ("PERC") shall designate the charitable
50 organization.

51
52 The foregoing provisions shall not be construed as denying the City the right to select
53 any new employee subject to Civil Service Rules and Regulations. Further, the City
54 shall have the right to select and/or retain any supervisory employees as described in
55 Article 1, Section 1.3, regardless of whether such supervisor shall become a member in
56 good standing of the Union or contribute any amount of money equal to the monthly
57 Union dues. Further, nothing contained in this Section shall be construed to apply to
58 employees with less than six (6) months continuous employment.

59
60 Section 2.2 The City will deduct membership dues, or in the case of non-union
61 employees, the costs that are authorized by Section 2.1 above, and will pay them to the
62 Local #1296, from the wages of all employees who in writing have authorized the City to
63 do so, and submit a monthly accounting of such deduction giving the amount deducted
64 opposite the employee's name as long as such assignment is not revoked or beyond
65 the termination of this Agreement, whichever occurs first.

66
67 The City shall have no obligation to deduct the dues or costs of any employee whose
68 net pay for the payroll period, after all of the deductions, is insufficient to cover the
69 amount of the dues or costs for the particular period. The Union shall not hold the City
70 responsible for any loss of dues or costs resulting from insufficient net pay for any
71 employee. The Union agrees to refund to the City any amounts paid to it in error on
72 account of payroll deduction provisions upon presentation of proper evidence thereof.
73 The Union agrees to indemnify and hold the City harmless against any and all claims,
74 suits, orders or judgments brought or issued against the City as a result of any action
75 taken by the Employee or Union under the provisions of Section 2.2. Monthly dues will
76 be divided between the two pay periods.

77
78 Section 2.3 The City shall furnish bulletin board space for the use of the Union for
79 posting Union announcements and data. Any announcements or notices found
80 objectionable by the Fire Chief or the City Manager shall be removed, except this shall
81 not be done in an arbitrary manner.

82 The Union shall take full responsibility for the content of any material placed on the
83 bulletin board, agreeing to indemnify and hold the City harmless against any and all
84 claims, suits, orders or judgments brought or issued against the City as a result of any
85 material so posted.

86
87 Section 2.4 Upon request, the Union agrees to furnish the City with an up-to-date list of
88 all its Union Officers and Negotiating Committee Members. The Union also agrees to
89 immediately notify the City in writing of any and all changes thereto.

90
91 Section 2.5 Union activities shall not interfere with Fire Department operations. Neither
92 the City nor the Union shall interfere with the right of the employees covered by this
93 Agreement to become or not become members of the Union, and there shall be no
94 discrimination against any such employees because of lawful Union membership or
95 non-membership activity or status.

ARTICLE 3
CITY SECURITY

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Section 3.1 The City and the Union signatory to this Agreement agree that the public interest requires the efficient and uninterrupted performance of fire related services. During the term of this Agreement, the Union and/or the employees covered by this Agreement shall not engage in any work stoppage, strike or slowdown while on duty.

Section 3.2 Because of the emergency nature of fire services, and the necessity for the protection of the lives and property of the citizens of the community, the City pledges not to cause a lock out of members of the bargaining unit.

ARTICLE 4
CLASSIFICATIONS

107
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109
110 Section 4.1 The wage rates and positions of all full-time regular employees of the City
111 of Kennewick Fire Department covered by the terms of this collective bargaining
112 agreement shall be listed in Appendix "A" attached hereto. The Union may represent
113 probationary employees during their probationary period, except that probationary
114 employees may not appeal discharge under the terms of this Agreement; however, this
115 does not constitute a waiver of applicable public law.
116

117 Section 4.2 When it is found necessary to add new classifications to the Fire
118 Department, the City Manager and Fire Chief will establish an appropriate wage level
119 and conditions of new classifications. If the classification falls within the Union
120 bargaining unit, the City Manager and the Union shall reach an agreement on wages
121 and conditions of said new classifications and said agreement to be subject to approval
122 of the Union and the City Council.
123

124 Section 4.3 The City and the Union agree that they will not discriminate unfairly against
125 any employee by reason of race, creed, color, sex, national origin, religious beliefs or
126 marital status. Whenever words denoting the masculine gender are used in this
127 Agreement, they are intended to apply equally to either gender.

128 **ARTICLE 5**
129 **RECOGNITION**
130

131 Section 5.1 The City is engaged in public service which requires continuous operation
132 and it is agreed that recognition of such obligation of continuous service during the term
133 of this Agreement is imposed on both the City and the members of the Union.
134

135 Section 5.2 The Union agrees that its members, who are employees of the City, shall
136 individually and collectively perform efficient work and services; and that they shall
137 avoid and discourage waste of materials, time and manpower; that they shall use their
138 influence and best efforts to protect the property of the City and its interest and to
139 prevent loss of tools and materials; and that they shall cooperate with the City in
140 promoting and advancing the welfare of the City and the service.
141

142 Section 5.3 The City retains the right to exercise discipline for just cause in the interest
143 of good service and the proper conduct of its business provided that any regular
144 employee (or his representatives) who has been laid off, disciplined or discharged, shall
145 be advised of the reason or reasons for such action.
146

147 Section 5.4 The City retains the right to establish reasonable work rules and determine
148 reasonable schedules of work and to establish the methods and processes by which
149 work is to be performed.
150

151 Section 5.5 No member of the bargaining unit using reasonable judgment and actions
152 shall be held personally liable for any damages or claims for same resulting from any
153 act of commission or omission which may arise as a result of his or her employment by
154 the City.
155

156 Section 5.6 The Union hereby pledges for itself and all of its members, the employees
157 of the City, that they will continue to perform their work effectively and efficiently to the
158 best of their ability and will continue to perform their work effectively and efficiently, as
159 based on the performance of their peers.

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ARTICLE 6
EMPLOYER'S RESPONSIBILITIES

163 Section 6.1 Subject to governing laws, all responsibilities and authorities held by the
164 City at the present time, which are not included in this Agreement, shall remain in force,
165 unchanged and unaffected in any manner by this Agreement. These responsibilities
166 and authorities include, but are not limited to, the following:

168 6.1.1 To recruit, assign, transfer and promote members to the positions within
169 the Department.

170
171 6.1.2 To suspend, demote, discharge or take other disciplinary actions against
172 members for just cause.

173
174 6.1.3 To determine methods, means and personnel necessary for the
175 Department operations.

176
177 6.1.4 To control the Department budget.

178
179 6.1.5 To take whatever actions are necessary in emergencies in order to assure
180 the proper functions of the Department.

181
182 Section 6.2 Definition of Emergency. If in the sole discretion of the City, it is
183 determined that extreme civil emergency conditions exist, including but not limited to
184 riots, civil disorders, floods or other similar catastrophes, the provisions of this
185 Agreement may be suspended. However, all provisions of this Agreement shall be
186 immediately reinstated once a civil emergency condition ceases to exist.

187
188 Should such an emergency arise, the local Union President shall be advised as soon as
189 possible of the nature and expected duration of the emergency.

190 **ARTICLE 7**
191 **GRIEVANCES AND ARBITRATION**
192

193 Section 7.1 Union employee grievances or disputes which may arise shall be settled in
194 the following manner: The Union Grievance Committee, upon receiving a written and
195 signed petition from a Union member, shall determine if a grievance exists. If in their
196 opinion no grievance exists, no further action is necessary. If a grievance does exist
197 with a disagreement involving an interpretation or application of this Agreement or any
198 other written agreement between the Union and the City, then the Union Grievance
199 Committee shall, with or without the employee, present the grievance in writing to the
200 Fire Chief within thirty (30) calendar days following the event giving rise to such
201 grievance for adjustment. The written grievance will include at least a statement
202 including the section of the agreement allegedly violated, the facts, and the remedy
203 sought. If the written grievance is not presented in thirty (30) calendar days following
204 the event of such grievance, the grieving party shall forfeit and waive such grieved
205 rights. The Fire Chief will answer the Union grievance within fifteen (15) calendar days
206 of the grievance being served on the Chief. If the decision is not satisfactory to the
207 Union, the grievance shall be referred to the City Manager in writing within fifteen (15)
208 calendar days, who will render a decision within fifteen (15) calendar days. If the
209 decision is not satisfactory to the Union, the grievance shall be referred to arbitration in
210 writing within fifteen (15) calendar days and submitted to a recognized arbitrator.
211

212 The parties shall attempt to agree upon an arbitrator within five (5) calendar days after
213 the grievance is referred to arbitration. In the event the parties are unable to agree on
214 an arbitrator within the five (5) day period, the parties shall immediately agree upon the
215 Federal Mediation and Conciliation Service, the American Arbitration Association,
216 PERC or a mutually agreeable source, to submit a panel of five (5) arbitrators for
217 consideration. Either party may reject one (1) entire panel and request that a new panel
218 be submitted by the same source. Once a source is agreed upon to provide a panel,
219 the two parties will stay with that source unless both mutually agree to use another
220 source.
221

222 In selecting an arbitrator from a five (5) member panel, the party requesting arbitration
223 shall strike the first two names. The other party shall then strike two names. The
224 remaining person shall be the arbitrator. In the event an odd-numbered panel of
225 arbitrators exceeding five (5) is given to the parties, the party requesting arbitration shall
226 strike the first two names, and the other party shall then strike two names. The party
227 requesting arbitration shall then strike one name, and the other party shall strike one
228 name. This process shall continue until only one name remains, and that person shall
229 be the arbitrator. The Arbitrator shall be notified of his or her selection by joint letter
230 from the Union and the City requesting that a time and place be set for the arbitration
231 subject to the availability of the Union and City representatives. All hearings shall be
232 conducted in Kennewick, Washington unless the parties mutually agree otherwise.
233

234 Failure to appeal the grievance within specified time limits will render the decision
235 acceptable and not subject to further review. The cost of the arbitrator shall be borne
236 equally by the City and the Union on a fifty-fifty (50-50) basis, and each party shall be
237 responsible for the cost of presenting its own case. The arbitrator shall render his or her

238 decision based on the interpretation and application of the provisions of this Agreement.
239 The decision shall be final and binding upon the parties to the grievance.

240
241 Neither the arbitrator nor any person or persons involved in the grievance procedures
242 shall have the power to negotiate new agreements or to change any of the present
243 provisions of this Agreement.

244
245 Section 7.2 City grievances shall be settled in the following manner: If the City
246 determines a grievance does exist involving the interpretation or application of this
247 Agreement or any other written agreement between the Union and the City, then the
248 City shall present the grievance in writing to the President of the I.A.F.F. Local #1296
249 within thirty (30) calendar days following the event giving rise to such grievance for
250 adjustment. The written grievance will include at least a statement including the section
251 of the Agreement allegedly violated, the facts and the remedy sought. If the written
252 grievance is not presented in thirty (30) calendar days following the event of such
253 grievance, the City shall forfeit and waive such grieved rights. The I.A.F.F. President
254 will answer the City grievance within fifteen (15) calendar days of the grievance being
255 served on the President. If the decision is not satisfactory to the City, the grievance
256 shall be referred to arbitration in writing within fifteen (15) calendar days and submitted
257 to a recognized arbitrator.

258
259 The parties shall attempt to agree upon an arbitrator within five (5) calendar days after
260 the grievance is referred to arbitration. In the event the parties are unable to agree on
261 an arbitrator within the five (5) day period, the parties shall immediately agree upon the
262 Federal Mediation and Conciliation Service, the American Arbitration Association,
263 PERC or a mutually agreeable source, to submit a panel of five (5) arbitrators for
264 consideration. Either party may reject one (1) entire panel and request that a new panel
265 be submitted by the same source. Once a source is agreed upon to provide a panel,
266 the two parties will stay with that source unless both mutually agree to use another
267 source.

268
269 In selecting an arbitrator from a five (5) member panel, the party requesting arbitration
270 shall strike the first two names. The other party shall then strike two names. The
271 remaining person shall be the arbitrator. In the event an odd-numbered panel of
272 arbitrators exceeding five (5) is given to the parties, the party requesting arbitration shall
273 strike the first two names, and the other party shall then strike two names. The party
274 requesting arbitration shall then strike one name, and the other party shall strike one
275 name. This process shall continue until only one name remains, and that person shall
276 be the arbitrator. The Arbitrator shall be notified of his or her selection by joint letter
277 from the Union and the City requesting that a time and place be set for the arbitration
278 subject to the availability of the Union and City representatives. All hearings shall be
279 conducted in Kennewick, Washington unless the parties mutually agree otherwise.

280
281 Failure to exercise this option will render the decision acceptable and not subject to
282 further review. The cost of the arbitrator shall be borne equally by the City and the
283 Union on a fifty-fifty (50-50) basis, and each party shall be responsible for the cost of
284 presenting its own case. The arbitrator shall render his or her decision based on the
285 interpretation and application of the provisions of this Agreement. The decision shall be

286 final and binding upon the parties to the grievance. Neither the arbitrator nor any
287 person or persons involved in the grievance procedure shall have the power to
288 negotiate new agreements or to change any of the present provisions of this
289 Agreement.

ARTICLE 8
RIGHTS AND PRIVILEGES

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Section 8.1 All rights and privileges held by the employees at the present time which are not included in this Agreement shall remain in force, unchanged and unaffected in any manner by this Agreement.

Section 8.2 The Chief of the Fire Department and the City may adopt rules and regulations for the operation of the Department and the conduct of its employees. Such rules shall not conflict directly or indirectly with the Union's rights to bargain any of the provisions of this Agreement, other written agreements between the parties, Civil Service regulations or an existing arbitration award or past practice without agreement of the Union.

ARTICLE 9
HOURS OF WORK

Section 9.1 The Fire Department schedule per year will be 108 shifts, or an approximate average of 49.8 hours per week shall constitute the standard work week, and 24 hours the standard work shift. The Fire Chief, subject to the approval of the City Manager, shall establish appropriate work shifts (commencing at 8:00 a.m.) and scheduled days of rest.

Section 9.2 The work week will be as follows, with the final schedule established by the Fire Chief. There will be three (3) shifts, each shift working twenty-four (24) hours on, twenty-four (24) hours off, twenty-four (24) hours on, twenty-four (24) hours off, twenty-four (24) hours on, ninety-six (96) hours off, then repeat.

Section 9.3 Unstructured work hours will be re-evaluated on November 1st of each year for the duration of this collective bargaining agreement. If either side chooses to discontinue this concept of unstructured work hours, they shall submit their desire to return to the “work hours” outlined in the 2002-2004 Collective Bargaining Agreement by November 1st. Once notification has been served by either party, the work hours shall revert within sixty (60) days to the date of the formal notification. Should both parties agree to unstructured work hours in 2016, this section shall sunset at the conclusion of this collective bargaining agreement.

Section 9.4 Continuous Service Policy

9.4.1 All overtime shall be offered as far in advance as possible to be filled via volunteers whenever possible, and all efforts must be exhausted to obtain volunteers when attempting to fill overtime.

9.4.2 Notification for a known overtime need for the following shift shall be announced by 1000 hours of the current shift whenever possible, and time given to respond to the overtime opportunity shall be no less than 4 hours in length.

9.4.3 The continuous service policy shall be utilized when no one volunteers to work overtime.

9.4.4 The continuous service policy shall be utilized to maintain the preferred staffing level as identified by departmental SOG.

9.4.5 Use of the continuous service policy shall be based on the needed rank or certification and will be filled by the individual possessing the needed qualifications who also has the lowest year-to-date overtime accrual hours.

9.4.6 On-duty personnel that will not be starting their long change the following shift, or do not have a Kelly day, vacation or shift trade scheduled the following shift shall be assigned to fill the overtime for

- 351 the following shift and notified prior to shift change as soon as
352 possible.
- 353
- 354 9.4.7 A continuous service assignment may be refused by an employee if
355 the employee can produce evidence that he/she has a previous
356 commitment that will cause an unreasonable personal burden
357 (including but not limited to plane tickets, doctor appointment, tickets to
358 a performance or event, family celebration, anniversary, birthday, etc.).
359
- 360 9.4.8 Employees shall be notified by 1900 hours that they are up for a
361 continuous service assignment as the first or second option for the
362 rank, certification or specialty needed.
363
- 364 9.4.9 Employees who are assigned to continuous service will be allowed to
365 arrange for another equally qualified person to work part or all of the
366 overtime hours but will be required to remain on duty until relieved.
367 Each employee will be paid at the overtime rate for the hours that
368 he/she worked.
369
- 370 9.4.10 If a continuous service assignment is generated mid-shift due to an on-
371 the-job injury, sickness or family emergency, the overtime shall be
372 filled by first calling the off-duty personnel from the previous shift, with
373 those on long change called last.
374
- 375 9.4.11 Except in the instance of an on-the-job injury, sickness, family
376 emergency or scheduled vacation, an employee will not leave his/her
377 assigned duty shift until relieved of duty.
378
- 379 9.4.12 In the event an employee is holding over in an overtime capacity until
380 another employee arrives to work the overtime, whether filled
381 voluntarily or by a continuous service assignment, the overtime hours
382 worked will be split between the employees.
383
- 384 9.4.13 For consecutive shift moves between stations as a result of overtime or
385 last-minute scheduling changes, the holdover will receive overtime until
386 relieved in addition to the overtime received by the person moving
387 stations.
388
- 389 9.4.14 For consecutive shift moves between stations as a result of a shift
390 trade, the Local agrees to cover for the employee by means of either
391 early relief or holdover, with no overtime paid in those instances.
392 However, overtime will be paid if a holdover is needed as a result of a
393 late call.
394
- 395 9.4.15 Those who are assigned continuous service shall have the option of
396 having continuous service overtime added to the overtime list at a rate
397 of 2 hours for each hour worked.
398

399
400

9.4.16 The City shall implement an SOG relating to the preferred staffing level.

ARTICLE 10
OVERTIME AND PREMIUM RATES

Section 10.1 The formula for calculating the hourly overtime rate shall be as follows: Employee's annual salary, divided by 2,592 hours, times one and one-half (1.5). The City agrees to appropriate funds to pay employees for overtime pay earned.

Section 10.2 The hourly overtime rate shall be paid for:

- 10.2.1 Hours in excess of the scheduled work shift at the request of the Chief or his representative.
- 10.2.2 Shifts worked on scheduled days of rest at the request of the Chief or his representative.
- 10.2.3 Call-in emergency work after the first hour at the request of the Chief or his representative.
- 10.2.4 Overtime will be paid to off-duty employees for time served as witnesses in court when said court appearances are the result of employment with the City.
- 10.2.5 When on-duty personnel are ordered to cover a personnel shortage up to and including one (1) hour past the end of the scheduled work shift.

Section 10.3 Premium Rates:

- 10.3.1 For any all-calls, employees shall receive two (2) hours pay at the overtime rate for the first hour of work.
- 10.3.2 For any other type of call-in emergency work, three (3) hours pay at the overtime rate for the first one hour of work.
- 10.3.3 When a minimum of four (4) hours' notice is provided for call-in work, payment shall be at the overtime rate only.
- 10.3.4 During any 24-hour shift, the maximum amount of premium pay and/or overtime pay that a bargaining unit member is entitled to receive is the equivalent of 24 hours of overtime. Therefore, the provisions of this Article shall not be interpreted as entitling an employee to any amount of premium pay or overtime pay in excess of this maximum amount.
- 10.3.5 When on-duty personnel are ordered to cover a personnel shortage, and the employee is required to work more than one hour, and less than four hours' notice has been given, the call in rate as outlined in Section 10.3.2 shall apply to the first hour after the end of the scheduled work shift.

449 Section 10.4 Three employees are authorized to carry Emergency Callback Pagers for
450 call-ins. In compensation for carrying the Emergency Callback Pager, the employee will
451 be paid one hour of their straight time rate for each uninterrupted 24 hour period carried
452 (as defined below). If during that 24 hour period the individual goes out of service, or is
453 called in to work, the one hour of straight time will not be paid. If called in to work, the
454 individual will receive the premium hour as per 10.3.2 or 10.3.3, whichever applies. The
455 Fire Chief may at his/her discretion increase the number of Emergency Callback Pagers
456 at any time.

457
458 24 hour period defined: The 24 hour period will be considered to be uninterrupted in
459 instances where an employee has notified the B/C of his intent to carry the Emergency
460 Callback Pager prior to 07:45 hours that day but was held over for a period of not more
461 than 1 hour and immediately upon being relieved from duty picked up one of the
462 Emergency Callback Pagers.

463
464 Section 10.5 Under the following circumstances, the employee shall be compensated
465 as outlined below for moving personnel and gear between fire stations:

466
467 10.5.1 When an on-duty employee is authorized to move to another station for
468 their next scheduled shift, the time spent moving gear off-duty shall not
469 be considered compensable time.

470
471 10.5.2 If an off-duty employee is requested to move from their scheduled
472 station to another station prior to the start of their scheduled shift, the
473 time spent moving gear shall be compensable at the rate equivalent to
474 15 minutes of overtime at the Top Step Firefighter (TSFF) rate with the
475 final amount rounded to the nearest dollar. The only exception is when
476 premium pay is given for call-in overtime, at which time the premium
477 pay covers the required move.

478
479 10.5.3 The City shall not provide compensation for shift trades, stand-ins, or
480 substitutions. However, the employee may submit a request for
481 mileage reimbursement as stated in Section 10.5.4.

482
483 10.5.4 All other mileage reimbursement shall be in accordance with City
484 policy, including travel in privately operated vehicles (POVs), provided
485 that the use of a POV by an employee is pre-authorized by the Shift
486 Battalion Chief.

ARTICLE 11
MEDICAL AND DENTAL

Section 11.1 The City shall pay for a \$25,000 Life Insurance policy for Fire Department employees covered under this bargaining agreement.

Section 11.2 The City shall make available a consumer medical and vision insurance plan for its employees and dependents. The City shall make available dental insurance for its employees and dependents and shall pay the total premium for such insurance.

Employees covered by this Agreement shall be insured by a medical and vision insurance plan through AWC that includes dependent coverage and major medical coverage for employees and dependents. Employees shall have a choice of the Asuris Healthfirst Zero Deductible plan or the GroupHealth \$10 co-pay plan. The parties agree that AWC controls the plan design and the Board of Trustees may make changes from time to time. The employees will contribute toward medical insurance premium costs as follows:

Effective 1/1/14:	\$115/month (single)
	\$125/month (married)
	\$135/month (married with dependents)
Effective 1/1/15:	\$130/month (single)
	\$140/month (married)
	\$150/month (married with dependents)
Effective 1/1/16:	\$140/month (single)
	\$150/month (married)
	\$160/month (married with dependents)

“Single” includes employee only, or employee plus one dependent. “Married” includes employee and spouse or employee plus two or more dependents. “Married with dependents” includes employee, spouse, plus one or more dependents.

The City agrees that there shall be no decreases in medical benefits for the life of this Agreement, with the exception of those made by the benefit trust board of the Association of Washington Cities. If AWC’s benefit trust board does make changes as described above, the City agrees to bargain with the Union over the impacts of those changes.

Section 11.3 For active employees hired prior to December 31, 2009, and who retire prior to January 1, 2015, the City will subsidize the retiree only premium after the initial 18 months of COBRA is exhausted. There will be no subsidy for the first 18 months when the employee is covered under COBRA. The subsidy offered by the City will be the difference between the AWC non-subsidized plan (R-1500 or its successor) premium for retiree only and the AWC subsidized plan (AWC Healthfirst 100 or its successor premium). This subsidy expires on the date the retiree is eligible to join the subsidized plan (AWC Healthfirst 1000 or its successor).

535
536 Section 11.4 The City shall contribute \$75 per month to the Washington State Council
537 of Firefighters Medical Expense Reimbursement Plan (MERP) for each member of the
538 bargaining unit.

539 **ARTICLE 12**
540 **HOLIDAYS**
541

542 Section 12.1 The following are holidays for all regular and probationary fire department
543 bargaining unit employees:
544

- 545 1. New Year's Day (January 1st)
- 546 2. Martin Luther King's Birthday (3rd Monday of January)
- 547 3. President's Day (3rd Monday of February)
- 548 4. Memorial Day (Last Monday in May)
- 549 5. Fourth of July (July 4th)
- 550 6. Labor Day (1st Monday in September)
- 551 7. Veteran's Day (November 11th)
- 552 8. Thanksgiving Day (4th Thursday in November)
- 553 9. The day immediately following Thanksgiving Day
- 554 10. Christmas Day (December 25th)
- 555 11. Floating Holiday
- 556 12. Floating Holiday
- 557 13. Floating Holiday (for 24 hour shift personnel only)
- 558 14. Additional 16 hours of holiday pay (for 24 hour shift personnel only)
- 559

560 Any special holiday proclaimed by the Governor or the City Council and granted to all
561 other City employees shall be enjoyed by the firefighters as well.
562

563 It is recognized that all personnel may not be absent from duty on these particular
564 holidays; however, the holidays are creditable as official holidays for salary purposes.
565

566 Section 12.2 All regular full-time 24 hour shift employees covered by this Agreement
567 shall receive during the first week in December a lump sum equal to one-hundred
568 twenty (120) hours of pay at the straight time rates as compensation for work performed
569 on any/or all holidays as stipulated above. Employees who are not employed the entire
570 calendar year shall only be compensated for the ten (10) holidays listed above which fall
571 within their term of employment. 40 hour personnel shall not receive a lump sum
572 payment and instead will receive the identified holidays off with pay throughout the year.
573

574 For 24 hour shift personnel, forty hours (40) of the one-hundred twenty (120) hours of
575 pay is payment for any requirement for floating holidays. Employees who are not
576 employed the entire year shall receive a pro-rated amount of the forty hours based on
577 the number of full months during the year in which they were employed.
578

579 For 40 hour personnel, employees have the option to utilize their floating holidays to
580 care for themselves, their child(ren), or a seriously ill family member, including spouse,
581 parents, parents-in-law, grandparents, and adult children with disabilities, as allowed in
582 RCW 49.12.265 – RCW 49.12.295.

583 **ARTICLE 13**
584 **SAFETY**
585

586 Section 13.1 The City will provide safety measures and safety rules to minimize
587 accidents and health hazards to the employees during their hours of employment. The
588 Union agrees to cooperate with the City to the end that the employees shall use such
589 safety equipment when so provided and observe such safety and health regulations as
590 provided by the City.

591
592 Section 13.2 The City agrees to furnish employees turnout uniforms and related
593 protective equipment. In addition, the City will budget appropriate funds to be used to
594 furnish and replace standard work shirts with insignias, pants and jackets and dress
595 shoes or boots. The employee in consideration thereof shall report at the start of each
596 shift in a clean and presentable condition.

ARTICLE 14
TEMPORARY ASSIGNMENT

Section 14.1 In connection with the Civil Service Commission's certification of promotional eligibility lists, the following requirements shall take effect for temporary assignments:

Battalion Chief: In the event there is no Battalion Chief on duty, nor an on-duty Captain who is on the Battalion Chief promotional list, the position shall be filled in the following order:

- 1) From the overtime list, by an off-duty person of the same rank or an off-duty person on the Battalion Chief promotional list.
- 2) By the best qualified on-duty person, as determined by the Chief, or his designee.

Captain: In the event where a Captain is not on duty, nor an on-duty firefighter who is on the Captain's promotional list, the position shall be filled in the following order:

- 1) From the overtime list, by an off-duty person of the same rank or an off-duty person on the Captain promotional list.
- 2) By the best qualified on-duty person, as determined by the Chief, or his designee.

Section 14.2 It is understood that the employees temporarily acting in a supervisory capacity are covered by the terms of this entire section.

Section 14.3 Upgrades or acting appointments for Captains shall receive an increase equivalent to the difference between top step fire fighter and second step Captain.

Section 14.4 Upgrades or acting appointments for Battalion Chief shall receive an increase equivalent to the difference between top step Captain and second step Battalion Chief.

Section 14.5 Temporary, provisional, and promotional appointments shall go to the first step in the salary range that gives them an increase.

Section 14.6 In the event an employee completes only a portion of a shift in an upgrade classification, he shall only receive the upgrade pay in proportion to the amount of the shift hours worked in any upgrade.

Section 14.7 The promotional testing for Captain and Battalion Chief shall be as determined by the Civil Service Commission, or at least once every two years.

640 **ARTICLE 15**
641 **SICK LEAVE**
642

643 Section 15.1 LEOFF II employees shall earn sick leave and may be granted time off
644 with pay covering periods of illness or involuntary physical incapacity except time off
645 caused by accidents or involuntary physical incapacity in connection with other gainful
646 employment, as follows:

647
648 40 hour per week employees: 8 hours per month

649 24 hour shift employees:

- 650 1) With less than 1,000 hours accrued sick leave – 24 hours per month
651 2) With 1,000 or more hours accrued sick leave – 12 hours per month
652

653 Sick leave may be accumulated up to a maximum of one thousand six hundred sixty-
654 four (1,664) hours. If sick leave is exhausted, the employee shall then receive all
655 benefits provided under the appropriate firefighter's pension plan. Any sick leave taken
656 shall be taken by the hour and on an hour-per-hour basis.
657

658 LEOFF II employees have the option to utilize earned accrued sick leave to care for
659 themselves, their child(ren), or a seriously ill family member, including spouse, parents,
660 parents-in-law, grandparents, and adult children with disabilities, as allowed by RCW
661 49.12.265 – RCW 49.12.295.
662

663 In order to be granted sick leave with pay, an employee must meet the following
664 conditions:

- 665
666 1. Report to the Fire Chief or the Officer in Charge the reason for the
667 absence. Sick report must be made not later than thirty (30) minutes
668 before the beginning of the scheduled work shift.
669
670 2. Keep the Fire Chief or the Officer in Charge informed of his condition if the
671 absence is to be more than one shift in duration. The Chief or his
672 representative shall make the determination of how often the employee is
673 to report based on the nature of illness or injury, although reporting will not
674 be more frequent than once per week.
675

676 Section 15.2 Employees covered under this Agreement ordered to work for limited duty
677 purposes may appeal duty assignments under Article 7 of this Agreement in the event
678 such assignment is beyond the scope of their duty capability as determined by an
679 accredited medical opinion.
680

681 Section 15.3 If the absence extends beyond two (2) working shifts duration, the
682 employee will be required, at the option of the Fire Chief, to submit a medical certificate
683 signed by a physician stating the kind and nature of sickness or injury and that the
684 employee has been incapacitated for work for the period of absence or quarantine
685 and/or is required to receive out-patient care and stating when he is again physically
686 able to perform his regular duties.
687

688 Section 15.4 The City will be permitted to make a medical examination or a nurse's visit
689 over and above the other medical opinions if the City deems it so desirable. Such
690 request shall be governed by Section 27.2 of this Agreement regarding Fitness for Duty
691 Evaluations. The expenses of such medical examinations or nursing visits shall be paid
692 by the City.

693
694 Section 15.5 Leave with pay shall be granted by the City up to a maximum of two (2)
695 consecutive work shifts in any calendar year for each death in the immediate family.
696 Such leave may be extended in special circumstances with approval of the City
697 Manager. Immediate family shall include only father, mother, grandfather, grandmother,
698 father-in-law, mother-in-law, spouse, brother, sister, children or grandchildren of the
699 employee. This section shall not pertain to an employee who is not receiving pay.

700
701 Section 15.6 Any employee found to have abused the sick leave benefit may thereupon
702 be subject to dismissal upon recommendation of the Fire Chief and at the discretion of
703 the City Manager.

704
705 Section 15.7 Time off for sickness in excess of accrued sick leave shall be charged to
706 unused vacation.

707
708 Section 15.8 Each LEOFF II employee at the time of leaving the employment of the
709 City, except for any such employee who is terminated for just cause, shall have twenty
710 five percent (25%) of his accumulated and unused sick leave converted to and be
711 added to any other accrued vacation time. This conversion shall be applied to a
712 maximum accumulation of 1,008 hours of unused sick leave only.

713
714 Section 15.9 Each new LEOFF II employee hired after December 31, 1990, shall
715 receive seventy-two (72) hours of sick leave upon hire. However, during the first six
716 months of employment, the employee will not accrue any additional sick leave. Should
717 the employee leave employment prior to the completion of six months of service, the
718 employee shall only be eligible within the guidelines of Section 15.9 for unused sick
719 leave that would normally have been accrued for the months employed.

720
721 Section 15.10 The current City of Kennewick Family Medical Leave policy shall be in
722 effect for the duration of this contract. In the case of an employee being seriously ill, the
723 first ten (10) shifts shall not be counted toward Family Medical Leave Act (FMLA) leave.
724 However, subsequent days off for the same illness/injury within the rolling year, will
725 count as part of the FMLA leave.

726 **ARTICLE 16**
727 **VACATION**
728

729 Section 16.1 Each full-time employee shall accrue vacation time as set forth below,
730 based on his/her continuous length of service accumulated as of the most recent
731 anniversary date of employment:
732

733 24 Hour Shift Personnel

<u>Service</u>	<u>Accrual</u>
734 Start through 3 years	12 hours per month
738 Entering 4 through 9 years	15 hours per month
739 Entering 10 through 14 years	18 hours per month
740 Entering 15 through 19 years	21 hours per month
741 Entering 20 through 24 years	24 hours per month
742 Entering 25 years and over	26 hours per month

743
744 40 Hour Per Week Personnel

<u>Service</u>	<u>Accrual</u>
745 Start through 5 years	10 hours per month
748 Entering 6 through 9 years	12 hours per month
749 Entering 10 through 14 years	14 hours per month
750 Entering 15 through 19 years	16 hours per month
751 Entering 20 years and over	18 hours per month

752
753
754 Section 16.2 Upon the death of any employee, the accrued vacation pay of the
755 deceased employee shall be paid to the same individual to whom is paid the employee's
756 accrued wages.
757

758 Section 16.3 Vacation hours shall be scheduled by the Chief or his designee, at time
759 when they will constitute minimum conflicts with work schedules. Once approved, the
760 vacation will not be subject to cancellation except for emergencies as defined in Section
761 6.2 or at the option of the employee. When two (2) or more employees put in a request
762 at the same time, for the same period, and the City will allow one (1) employee off for
763 that period, the employee with the longest service record shall be allowed the subject
764 vacation.
765

766 Employees have the option to utilize earned vacation leave to care for themselves, their
767 child(ren), or a seriously ill family member including spouse, parents, parents-in-law,
768 grandparents, and adult children with disabilities, as allowed by RCW 49.12.265 – RCW
769 49.12.295. The approval process to access annual leave for this purpose is as stated in
770 this article.

771 Section 16.4 No vacation shall be taken during the first six (6) months of probationary
772 employment. No accumulation of accrued vacation credit in excess of three hundred
773 (300) hours will be permitted.

774

775 Section 16.5 An employee who is discharged for any reason shall receive
776 compensation for all accrued vacation.

777

778 Section 16.6 Every consideration will be given to allowing regular employees summer
779 vacations.

780 **ARTICLE 17**
781 **FORCE REDUCTION AND REHIRE**
782

783 Section 17.1 In the case of personnel reduction the employee with the least seniority
784 shall be laid off first. Time in grade and time in the Fire Department shall be given the
785 utmost consideration. The right to lay off employees for lack of work or funds or
786 because of the occurrence of conditions beyond the control of the City shall not be
787 considered within negotiable matters pertaining to wages, hours and working conditions.
788 No new employee shall be hired until the laid off employees have been given an
789 opportunity to return to work at the first rehire available for full-time employment as a fire
790 fighter.

791
792 When the laid off employee is notified of the opportunity to return to work, the employee
793 shall have seven (7) calendar days to decide whether he/she will return to the job.
794 From the date of the decision, the employee must return to work within thirty (30)
795 calendar days, or their right to rehire will be considered waived.

ARTICLE 18
LEAVE OF ABSENCE

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Section 18.1 The City Manager may authorize unpaid leaves of absence up to a maximum duration of one (1) year, except in the case of a leave necessitated by service in the Armed Forces of the United States, in which case current State or Federal law will apply. Upon expiration of such regularly approved leave, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of the employee to report for duty promptly at the expiration of such leave shall be regarded as voluntary resignation.

Section 18.2 Upon expiration of an approved leave of absence or sick leave, an employee shall be reinstated in the position held at the time the leave was granted. Only the employees advanced to fill the temporary vacancies created by the leave of absence shall be affected, and in each case shall return to the jobs they left. Employees who are granted a leave of absence shall not lose their established seniority.

813 **ARTICLE 19**
814 **SENIORITY**
815

816 Section 19.1 Employees shall have their seniority determined by their total length of
817 continuous service with the Kennewick City Fire Department. In cases where two or
818 more employees start to work on the same date, the Civil Service Rules and
819 Regulations shall determine seniority.
820

821 Section 19.2 The first twelve (12) months of employment shall constitute a probationary
822 period. Seniority shall apply retroactively to date of hire after successful completion of
823 the probationary period.
824

825 Section 19.3 Any regular employee who is promoted to Captain or Battalion Chief shall
826 have a probation period consisting of twelve (12) months from the date of promotion. If
827 this employee fails to demonstrate he/she can completely and satisfactorily perform the
828 job within the twelve (12) month probation period, the City may retain the employee at
829 his/her present position, or at its discretion, return the employee to his/her former
830 position classification and pay status without any loss in seniority. Any other employees
831 who transferred or were promoted following, and as a result of this employee's transfer
832 or promotion, shall also be returned to their former position and pay status.
833

834 Section 19.4 In the event an employee covered under this Agreement is promoted into
835 a supervisory position not covered by this Agreement, he shall continue to earn seniority
836 in the classification from which he was promoted. In the event the employee is later
837 demoted to a lower classification and/or position, his latest earned seniority shall be
838 compared with the employee(s) currently occupying the classification and/or position to
839 determine who shall fill such position.

ARTICLE 20
SALARIES

Section 20.1 The schedules attached as Appendix "A" of this Agreement have been approved by the Union and the City establishing salaries and hourly wages to be paid beginning January 1, 2014.

The 2014-2016 salary schedule reflects the following increases:

2014	January 1	2.0%
2015	January 1	2.5%
2016	January 1	2.5%

The total contribution to the ICMA deferred compensation program will be 4%. The city's contribution shall be based on the employee's monthly salary (as identified in Appendix "A") plus classification and specialty pay if applicable.

Section 20.2 The Union recognizes the City's obligation to train personnel in the methods of medical service training and agrees that the employees shall participate in pre-scheduled courses. When training classes or instruction courses are required by the City to be taken on off-duty time, the employee shall be compensated at the overtime rate as stated in Appendix "A." In consideration of this, the Union agrees that the certification level of Emergency Medical Technician shall be maintained by all employees as a condition of employment.

Authorized leave will be granted to probationary employees to attend required EMT certification classes, provided it does not create an overtime situation.

Section 20.3 Pay step increases, as stipulated in the Appendix of the contract, will be made effective on each employee's anniversary date. New employees falling under the requirements of the Apprenticeship Training program must successfully complete each applicable annual phase of said program in order to achieve a pay step increase.

Section 20.4 Education and years of service shall be recognized in accordance with Article 26 Firefighter Classification Program.

Section 20.5 Certified paramedics, authorized by the City, shall receive additional compensation, calculated as 10% of top step fire fighter salary. Such additional compensation shall be included as part of their base wage for fire fighter or captain.

The City shall compensate paramedics at the overtime rate for off-duty attendance at PALS, ACLS, Advanced Airway, as well as two required paramedic meetings annually as mandated by the Medical Program Director.

Section 20.6 Captain salaries shall be based on a percentage of the top step fire fighter salary in accordance with the following schedule:

<u>Hire</u>	<u>1st Year</u>	<u>2nd Year</u>
104%	109%	114%

888 Section 20.7 Administrative Captain salaries shall be based on a percentage of the top
889 step firefighter salary in accordance with the following schedule:

890

<u>Hire</u>	<u>1st Year</u>	<u>2nd Year</u>
118%	121%	124%

891
892
893

894 Section 20.8 The parties intend that in no instance will an individual moving from a Shift
895 Captain position to an Administrative Captain position take a cut in pay as determined
896 by comparing an Administrative Captain yearly salary to a Shift Captain yearly salary
897 plus holiday pay. To effectuate the intent of the parties, it is agreed that if a Shift
898 Captain at the 2nd Year Captain step moves into an Administrative Captain position,
899 he/she will bypass the Administrative Captain Hire Step and move directly into the 1st
900 Year Administrative Captain Step.

901

902 Section 20.9 Battalion Chiefs salaries shall be based on a percentage of the top step
903 firefighter salary in accordance with the following schedule:

904

<u>Hire</u>	<u>1st Year</u>	<u>2nd Year</u>
125%	129%	132%

905
906
907

908 Section 20.10 Battalion Chief Training Officer shall have his/her salary calculated in the
909 following manner:

- 910
- 911 1. Determine the hourly wage of the appropriate Battalion Chief step.
 - 912 2. Multiply the hourly rate times 96 hours (holiday pay).
 - 913 3. Divide the figure obtained in step 2 by 12 to obtain a monthly figure.
 - 914 4. Add the monthly total obtained in step 3 to the appropriate Battalion Chief
915 step.
- 916

917 Section 20.11 The salaries of apprentice fire fighters shall be based on a percentage of
918 the top step fire fighter salary in accordance with their progression toward obtaining
919 journeyman status as approved by the Washington State JATC:

920

JATC Step 1 (approx. 0-2000 hours):	76% of top step fire fighter
921 JATC Step 2 (approx. 2000-4000 hours):	84% of top step fire fighter
922 JATC Step 3 (approx. 4000-6000 hours):	92% of top step fire fighter
923 JATC Journeyman status:	100% of top step fire fighter

924

925 Section 20.12 Once entry into the paramedic program is approved by the Chief, the
926 City shall reimburse the paramedic student's tuition for paramedic training. The student
927 is obligated to complete and pass the course, or pay back to the City the funds
928 expended for tuition. Upon completion of the paramedic course, the paramedic is
929 obligated to maintain his/her certification, and to perform the duties of a paramedic for a
930 minimum of four years. If the paramedic drops or loses his/her certification prior to the
931 completion of four years of service, he/she will be required to pay back to the City 25%
932 of the cost of tuition for every complete year short of the four-year obligation.

933

934 Section 20.13 The City will provide overtime backfill to allow on-duty employees
935 approved for and enrolled in the CBC paramedic program to attend class when class is

936 not offered on the employees' regularly scheduled days off. If, however, on-duty
937 staffing is above the identified preferred staffing level, on-duty employees may be re-
938 assigned to attend class so long as the identified preferred staffing level is maintained.

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ARTICLE 21
OUTSIDE EMPLOYMENT

Section 21.1 The members of the Union agree that their first line of employment is with the City of Kennewick Fire Department and they shall give it first consideration. Outside employment shall in no way take preference over emergency call-in required by the Department.

ARTICLE 22
NOTICES

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Section 22.1 Any notice provided for herein shall be sufficient if it is in writing and delivered to an authorized representative. The notice must be signed.

Section 22.2 Authorized representatives of the Union include, but are not limited to, the President and the Secretary/Treasurer of the Local. Authorized representatives of the Employer (City) include, but are not limited to, the City Manager or his/her designee.

955 **ARTICLE 23**
956 **SHIFT EXCHANGE**
957

958 Section 23.1 Employees shall have the right to exchange up to fifteen (15) shifts during
959 a calendar year upon approval of the Fire Chief or designee when the change does not
960 interfere with the operation of the Fire Department, provided written notice is given to
961 the Chief, or designee, seven (7) days prior to the selected shift exchange. In
962 extraordinary situations, the Chief may approve additional shift exchanges.
963

964 The limitation on number of shift exchanges shall not apply to intra-shift trades or
965 matters regarding Union business.
966

967 Section 23.2 When non-City required training courses are given during on-shift periods
968 of time, employees may attend the course if they can arrange for their time on-shift to
969 be covered. There will be no compensation for off-shift periods of time for an employee
970 to attend classes.
971

972 Section 23.3 Trading shall be among persons of the same rank, with the exception that
973 persons who are qualified to be assigned from time to time to act in the higher
974 classification will be considered as an acceptable trade.
975

976 Section 23.4 Probationary fire fighters shall only be allowed to trade shifts with the
977 express approval of the Chief, or designee.
978

979 Section 23.5 Shift exchanges shall not result in any additional cost to the City.
980

981 Section 23.6 The City has no obligation to ensure or facilitate any repayment of time
982 due an employee under this article.
983

984 Section 23.7 In the event the substituting employee fails to appear, the requesting
985 employee, if at work, has a continuing obligation to perform the duty. Therefore, the
986 requesting employee shall remain on shift until properly relieved.
987

988 Furthermore, the substituting employee, except in the event of personal emergencies as
989 approved by the Chief or designee, shall be subject to normal departmental disciplinary
990 procedures for failure to appear.

ARTICLE 24
TOBACCO USE

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992
993
994 Section 24.1 New employees covered by this agreement hired after July 1, 1993, will
995 have agreed, as a condition of employment, to be tobacco-free on and off duty. If any
996 of these employees begins tobacco use, they will be subject to progressive disciplinary
997 action in accordance with the Kennewick Fire Department Rules and Regulations. The
998 progressive action as outlined in Rule 8 shall include an oral warning for a first offense,
999 and shall progress to a written warning for a second offense. Suspension and
1000 termination for continuing use of tobacco will result.

ARTICLE 25
FORTY HOUR WEEK PERSONNEL

At the discretion of the Fire Chief, forty-hour employees will earn overtime pay for emergency major alarm situations, or for all hours worked in excess of eight (8) hours per day or forty (40) hours per week (in the event of 8-hour days), or ten (10) hours per day or forty (40) hours per week (in the event of 10-hour days).

With the approval of the Chief, line-qualified, forty-hour personnel may be eligible for regular shift overtime provided it does not interfere with their normal work assignment.

Section 25.1 The hourly overtime rate shall be based on a 2,080 hour work year, at the rate of time and one-half (1.5). Overtime shall be based on Section 10.2 of this Agreement.

Section 25.2 Sick leave shall accrue at the rate of eight (8) hours per month for LEOFF II employees, to a maximum of one thousand six hundred sixty-four (1,664) hours, with the provisions of Article 15.9 governing payback. The City of Kennewick Personnel Rules and Regulations shall govern benefits such as holidays, leaves of absence, which include death or illness in the immediate family, doctor and dentist appointments, maternity leave, leave without pay, jury duty, voting, military leave, and family leave.

Section 25.3 As assigned by the Chief, the hours of work shall be forty hours per week broken down as eight (8) hours per day, Monday through Friday, 8:00 a.m. to 5:00 p.m., with a one-hour, unpaid lunch. After one year, the Chief will give consideration to alternate schedules.

Section 25.4 The Training Captain, EMS Captain and Captain Inspector/Deputy Fire Marshal will receive pro-pays for Hazmat, TRT, SCBA Technician and Fire Investigator based upon the requirements for each job description, and will be eligible to receive the differential for maintaining paramedic status.

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ARTICLE 26
FIRE FIGHTER CLASSIFICATION PROGRAM

Section 26.1 Employees covered under the terms and conditions of this bargaining agreement are eligible to qualify for combined education and longevity incentives based on the following matrix:

	<u>8 Years</u>	<u>13 Years</u>	<u>18 Years</u>	<u>23 Years</u>	<u>28 Years</u>
45 college credits	1.0%	2.0%	2.5%	3.0%	3.5%
90 college credits	2.0%	3.0%	4.0%	5.0%	6.0%
135 college credits	3.0%	4.0%	5.0%	6.0%	7.0%
180 college credits	4.0%	5.0%	6.0%	7.0%	8.0%

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Section 26.2 The designated increases shall be applied to the individual's base salary.

Section 26.3 The years of service listed in Section 26.1 indicates the number of years of service that must be completed before an individual qualifies in that row.

Section 26.4 An employee who qualifies for the combined education and longevity increase based on the above matrix is solely responsible for submitting his/her transcript in a timely manner. Transcripts must be submitted within one (1) year of the employee becoming eligible for the education/longevity increase. Should the employee fail to meet the one-year expectation, retroactive pay will only be reimbursed up to twelve (12) months from the date all required documentation is submitted and approved by the City.

ARTICLE 27
WELLNESS AND FITNESS

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Section 27.1 The City and the union recognize that the physical and mental health of employees is important in assisting to fulfill the mission of the city and the fire department. Both parties will continue to work together to promote wellness and fitness.

ARTICLE 28
FIT FOR DUTY EVALUATION

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1059
1060
1061 Section 28.1 The City of Kennewick may send an employee for a Fitness for Duty
1062 Evaluation (FFDE) when the City has reasonable belief, based on objective evidence,
1063 that an employee's ability to perform the essential functions of the position may be
1064 impaired by a medical condition, or an employee will pose a direct threat due to a
1065 medical condition.
1066

1067 28.1.1 The City of Kennewick may send an employee who is on active duty and
1068 who has not missed any time from work, or has missed less than two (2)
1069 shifts of work, for an FFDE when:
1070

- 1071 1. A supervisor of the Kennewick Fire Department;
- 1072 2. knows about a particular employee's medical condition; and
- 1073 3. has observed performance problems; and
- 1074 4. can reasonably attribute these problems to the employee's medical
1075 condition; and
- 1076 5. the objective behavior or physical condition of the employee causes
1077 the supervisor to reasonably believe that the employee in question has
1078 a medical condition that will either immediately impair his/her ability to
1079 perform the essential functions of the job, or will pose an immediate
1080 direct threat to the safety of the employee or to fellow employees or the
1081 public; and
- 1082 6. the supervisor has reported this concern to a command staff member
1083 as soon as practical.
1084

1085 28.1.2 The City may also send an employee for an FFDE when the employee is
1086 either returning to work after missing two or more shifts of work because of
1087 an injury or illness or when the employee is returning to full duty from a
1088 previous light duty position.
1089

1090 The written basis for ordering the FFDE described under Section 28.1.1 or Section
1091 28.1.2 above must be provided to the employee at or before the time when the
1092 employee is directed to obtain the FFDE. The City will notify the Local, in writing, of the
1093 requirement that an employee attend an FFDE.
1094

1095 The FFDE must be job-related and consistent with business necessity. The basis of the
1096 FFDE shall be limited to determining whether the employee is able to perform the
1097 essential functions of his/her position without posing a direct threat, with or without
1098 restriction, based on their current job description. In order to assist with his/her
1099 analysis, the health care professional conducting the FFDE will be provided with a copy
1100 of the employee's current job description, the "Doctor's Release For Work" form found in
1101 SOG 1-V-9, and a copy of any written documentation of the employee's behavior or
1102 physical condition leading up to the FFDE.
1103

1104 The FFDE will be conducted by a health care professional who is chosen by the
1105 employee and who has expertise in the employee's specific condition(s).

1106
1107 Any expenses that are connected to the FFDE will be paid for under the health
1108 insurance plan that is provided to the employee by the City. Any additional costs or
1109 expenses of any kind that are connected with the FFDE (including, but not limited to,
1110 reasonable travel costs, co-pays, etc.) that are not covered by the City's health
1111 insurance shall be paid for by the City.

1112
1113 If the health care professional who is conducting the FFDE determines that the
1114 employee is able to perform the essential functions of his/her job without any
1115 restriction(s), and without posing any danger to themselves, their co-workers, or the
1116 public, this is the only information that will be provided to the City (i.e., the City will be
1117 informed that the employee is fit for duty and nothing more will be revealed about the
1118 employee's medical condition). In this case, the release to return to work and/or to
1119 return to a full duty position, signed by the employee's treating physician, will be
1120 considered to be sufficient by the City, and no requirements will be imposed upon the
1121 employee, except as outlined in Section 28.2 below.

1122
1123 Section 28.2 Second Opinion: If the City, after receiving the release to return to work
1124 and/or to return to a full duty position from the initial FFDE, can demonstrate in writing
1125 the need to obtain a second medical opinion regarding the employee's condition, then
1126 the City may direct the employee to obtain an additional FFDE. If the health care
1127 professional who performed the initial FFDE is willing and able to refer the employee to
1128 another health care professional practicing in a separate facility, then the additional
1129 health care professional will be chosen by means of said referral. If such a referral is
1130 not possible for any reason, the City may choose the health care professional who will
1131 conduct this additional examination. All of the conditions placed on the initial FFDE
1132 shall also apply to the second medical opinion (i.e., Union must be notified in writing,
1133 second FFDE must be job-related and a business necessity, costs shall be borne by the
1134 City's health insurance plan, etc.).

1135
1136 Section 28.3 Third Opinion: In the event there are two conflicting medical opinions
1137 after following the procedures identified above, the City expressly reserves the right to
1138 send the employee for a third opinion from a health care professional jointly selected by
1139 the City and Local 1296, which the parties sharing the expense on an equal basis. This
1140 third opinion shall be binding on both parties.

1141
1142 If the parties are unable to agree on the third health care professional, each party shall
1143 submit three names of qualified medical providers who will be placed on a list. The
1144 parties shall then alternatively strike names until one qualified provider remains. A coin
1145 flip shall determine who strikes first.

1146
1147 Section 28.4 Throughout the FFDE process, if it is determined by a health care
1148 professional that some sort of work restriction is needed in order for the employee to be
1149 able to continue to perform the essential functions of the job, or if it is determined that a
1150 danger of some sort does exist to the employee, the employee's co-workers, or the
1151 public, then the health care professional in question will provide the City with only the
1152 amount of information about such a situation that is necessary to allow the City to make
1153 a reasonable business decision about how to proceed. This will also be the case if the

1154 health care professional determines that the employee is currently unable to perform the
1155 essential functions of their position or is a danger to themselves or others either on a
1156 temporary or permanent basis. In this event, the employee, the President of Local
1157 1296, and the City would meet as soon as possible to discuss the situation in an
1158 attempt to reach an agreed-upon solution.
1159

1160 Section 28.5 All the time spent by the employee in either the initial FFDE, the second or
1161 third medical opinions, or any additional consultations with health care professionals in
1162 connection with this Fitness for Duty process shall be considered to be “hours worked”
1163 by the employee for the City, and the employee shall be entitled to compensation at
1164 such time in accordance with the relevant provisions of this Agreement.

ARTICLE 29
ADMINISTRATIVE CAPTAIN ASSIGNMENTS

Section 29.1 The Fire Chief shall be vested with the ultimate authority to appoint and remove individuals from the EMS Captain and Fire Training Captain assignments. No mandatory rotation or grandfathering of individuals into these positions shall exist. The Fire Chief, or his designee, retains the ability to reassign personnel as necessary in order to provide for the effective and efficient operation of the Department. Only company officers who have successfully completed probation are eligible for assignment, either voluntarily or involuntarily, to the role of EMS Captain or Fire Training Captain.

Section 29.2 In response to a request from KFD Administration, requests to transfer from Shift Captain to EMS Captain or Fire Training Captain will be submitted by the individual officer and forwarded through the chain-of-command to the Fire Chief. All requests to be assigned as the EMS Captain or Fire Training Captain shall clearly state the officer's basis for the request, to include a statement indicating the qualifications that make the officer well-suited to the role.

In determining whether a voluntary request for assignment as the EMS Captain or Fire Training Captain will be approved, the Department shall consider:

- Administrative Captain qualifications as outlined in the job description;
- Demonstrated aptitude for training assignments specific to Administrative Captain functions;
- Best interests of the Department;
- Overall successful career performance;
- Education; and
- Special qualifications as appropriate.

Section 29.3 Unless extenuating circumstances warrant such action, an officer will not be assigned to serve as the EMS Captain or Fire Training Captain without his or her consent. However, an officer may be involuntarily transferred when said transfer is determined to be necessary and appropriate in the best interests of the Department as determined by the Fire Chief.

When determining whether a Shift Captain will be involuntarily assigned to serve as the EMS Captain or Fire Training Captain, the Department shall consider:

- The existence of a current EMS Captain or Fire Training Captain vacancy which no Shift Captain has volunteered to fill (opening posted for at least 30 days);
- The availability of qualified and well-suited Shift Captains who would successfully fill the assignment as determined by the Fire Chief; and
- The best interests of the Department.

The Fire Chief reserves the right to involuntarily assign a more suitable or qualified individual as the EMS Captain or Fire Training Captain in lieu of selecting any Shift Captain requesting the assignment in the event the Shift Captain requesting transfer is

1213 not well-suited or otherwise qualified to successfully fill the role as determined by the
1214 Fire Chief.

1215
1216 The decisions to involuntarily transfer a shift captain to serve as the EMS Captain or
1217 Fire Training Captain, or to deny the request of a Shift Captain seeking appointment as
1218 the EMS Captain or Fire Training Captain, are non-grievable actions that fall within
1219 management's contractual right to direct the work force.

1220
1221 Section 29.4 Members assigned to the role of EMS Captain or Fire Training Captain
1222 will remain in the assignment for a period of no less than three (3) years from the date
1223 of appointment unless removal is warranted upon mutual agreement of the parties or for
1224 cause. Employees assigned to the role of EMS Captain or Fire Training Captain will
1225 rotate out of the assignment after three (3) years, but may serve longer than three (3)
1226 years upon request and at the direction of the Fire Chief. Employees may be rotated
1227 out of the EMS Captain or Fire Training Captain assignment with or without cause at the
1228 Fire Chief's discretion at any point after the initial three-year term has expired. No
1229 probationary period applies to the assignment as the EMS Captain or Fire Training
1230 Captain.

1231
1232 Any employee removed for cause from the position of EMS Captain or Fire Training
1233 Captain within the initial three-year term retains the right to appeal such removal.
1234 However, removal from the assignment at the Fire Chief's discretion after the initial
1235 three-year term has expired is not considered discipline or demotion, and cannot be
1236 grieved. The employee has no right to appeal removal from the position of EMS
1237 Captain or Fire Training Captain after the first three years so long as the rank of Captain
1238 is retained by the employee.

1239
1240 Upon leaving assignment as the EMS Captain or Fire Training Captain, the employee
1241 shall either return to the classification and rate of pay previously held or move into a
1242 different Administrative Captain assignment. The Fire Chief shall determine the shift to
1243 which the returning Captain will be appointed if returning to shift status, or the next
1244 Administrative Captain assignment the employee shall assume.

1245
1246 Section 29.5 Appointment to the position of Captain/Deputy Fire Marshal shall be made
1247 by open, competitive examination under the established civil service process for the City
1248 of Kennewick. All interested and qualified members from the Department are able to
1249 test for placement on the Captain/Deputy Fire Marshall eligibility list. The Fire Chief
1250 retains the discretion to select the best-suited candidate for promotion to
1251 Captain/Deputy Fire Marshal from the three (3) top-ranking candidates on the certified
1252 eligibility list. Nothing in this provision is intended to modify any rights or privileges
1253 adhering to the City of Kennewick or the employee under the civil service rules as
1254 existing or as subsequently amended.

1255
1256 A one-year probationary period applies to promotion to the Captain/Deputy Fire
1257 Marshal, during which time the Fire Chief retains the discretion to remove the employee
1258 from the position with or without cause. Removal shall be handled in accordance with
1259 the terms of the current collective bargaining agreement and/or any applicable civil
1260 service rules. The Fire Chief shall determine the shift to which the returning Captain will

1261 be appointed if returning to line status.

1262

1263 Section 29.6 To aid in accessibility and communication, each Administrative Captain
1264 will be provided with a City-issued smart phone. The City reserves the right to
1265 discontinue the use of City-issued phones at any time and for any reason. City
1266 employees acquire no property interest in City-issued phones, and are not entitled to
1267 due process before use of a City-issued phone is terminated. The City does not intend
1268 to encourage, nor does it authorize, employees to accrue overtime compensation by
1269 utilizing the capabilities of City-issued smart phones (including use of email and
1270 internet) during off-duty hours.

1271

1272 Administrative Captains will be compensated for work-related off-duty contact under the
1273 following conditions:

1274

1275 1) The employee's City-issued cellular phone records reflect work-related
1276 contacts that occurred during off-duty hours; and

1277

1278 2) The employee maintains a log that details the nature of the call and the
1279 identification of the caller, and the calls captured in the employee log
1280 correspond with the information contained in the City cellular phone records.

1281

1282 Time spent on work-related off-duty phone calls will aggregate and be reported for
1283 compensation on a monthly basis. When the total monthly aggregate time spent on
1284 work-related off-duty phone contact is 7 minutes 30 seconds or less, the contact will be
1285 regarded as *de minimus* and no right to compensation will accrue. When the total
1286 monthly aggregate time spent on work-related off-duty phone contact is more than 7
1287 minutes 30 seconds, the employee will be compensated for the actual number of
1288 minutes worked.

1289 Section 29.7 Each Administrative Captain will take home a City vehicle for the purpose
1290 of responding to calls as needed. All City employees are responsible to safeguard the
1291 City's property while it is in their custody/care and to minimize wear and tear to the
1292 extent possible. The City reserves the right to discontinue the use of City-issued
1293 vehicles at any time and for any reason. City employees acquire no property interest in
1294 City-issued vehicles, and are not entitled to due process before use of a City-issued
1295 vehicle is terminated.

1296 DATED AT KENNEWICK, WASHINGTON, this 25th day of February, 2015.

1297
1298

1299 KENNEWICK FIRE FIGHTERS
1300 ASSOCIATION,
1301 INTERNATIONAL ASSOCIATION
1302 OF FIRE FIGHTERS,
1303 LOCAL NO. 1296
1304 KENNEWICK, WASHINGTON

THE CITY OF KENNEWICK
KENNEWICK, WASHINGTON

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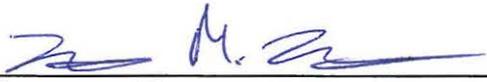


1309 _____
1310 President

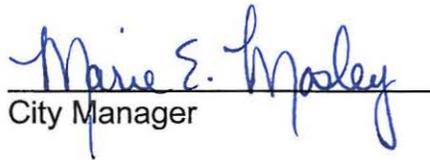


1311 _____
1312 Mayor

1311
1312
1313
1314
1315



1314 _____
1315 Secretary-Treasurer



_____ City Manager

**Appendix A
Monthly Salary Schedule
Fire Contract
January 1, 2014**

	Hire	1 Year	2 Year	3 Year
Fire Fighter	\$4,943	\$5,463	\$5,984	\$6,504
Fire Fighter/Paramedic	\$5,593	\$6,113	\$6,634	\$7,154
Captain	\$6,764	\$7,089	\$7,415	---
Captain/Paramedic	\$7,414	\$7,739	\$8,065	---
Administrative Captain	\$7,675	\$7,870	\$8,065	---
Battalion Chief	\$8,130	\$8,390	\$8,585	---
Battalion Chief/Training Officer	\$8,431	\$8,701	\$8,903	---

Fire Fighters who qualify for Hazmat, Technical Rescue, SCBA Technician and Fire Investigator specialty pay, shall receive an additional 2.1% of top step Fire Fighter added to their salary.

Fire Fighters upgraded to the Fire Captain position will receive an additional \$2.71 per hour.

Fire Captains upgraded to the Battalion Chief position will receive an additional \$4.51 per hour.

**Monthly Salary Schedule
Fire Contract
January 1, 2015**

	Hire	1 Year	2 Year	3 Year
Fire Fighter	\$5,067	\$5,600	\$6,134	\$6,667
Fire Fighter/Paramedic	\$5,734	\$6,267	\$6,801	\$7,334
Captain	\$6,934	\$7,267	\$7,600	---
Captain/Paramedic	\$7,601	\$7,934	\$8,267	---
Administrative Captain	\$7,867	\$8,067	\$8,267	---
Battalion Chief	\$8,334	\$8,600	\$8,800	---
Battalion Chief/Training Officer	\$8,643	\$8,919	\$9,126	---

Fire Fighters who qualify for Hazmat, Technical Rescue, SCBA Technician and Fire Investigator specialty pay, shall receive an additional 2.1% of top step Fire Fighter added to their salary.

Fire Fighters upgraded to the Fire Captain position will receive an additional \$2.76 per hour.

Fire Captains upgraded to the Battalion Chief position will receive an additional \$4.61 per hour.

**Monthly Salary Schedule
Fire Contract
January 1, 2016**

	Hire	1 Year	2 Year	3 Year
Fire Fighter	\$5,194	\$5,741	\$6,287	\$6,834
Fire Fighter/Paramedic	\$5,877	\$6,424	\$6,970	\$7,517
Captain	\$7,107	\$7,449	\$7,791	---
Captain/Paramedic	\$7,790	\$8,132	\$8,474	---
Administrative Captain	\$8,064	\$8,269	\$8,474	---
Battalion Chief	\$8,543	\$8,816	\$9,021	---
Battalion Chief/Training Officer	\$8,859	\$9,143	\$9,355	---

Fire Fighters who qualify for Hazmat, Technical Rescue, SCBA Technician and Fire Investigator specialty pay, shall receive an additional 2.1% of top step Fire Fighter added to their salary.

Fire Fighters upgraded to the Fire Captain position will receive an additional \$2.82 per hour.

Fire Captains upgraded to the Battalion Chief position will receive an additional \$4.70 per hour.

**Hourly Rate Schedule
Fire Contract
January 1, 2014**

	Hire	1 Year	2 Year	3 Year
Fire Fighter	\$22.88	\$25.29	\$27.70	\$30.11
Fire Fighter/Paramedic	\$25.89	\$28.30	\$30.71	\$33.12
Captain	\$31.31	\$32.82	\$34.33	---
Captain/Paramedic	\$34.32	\$35.83	\$37.34	---
Administrative Captain	\$44.28	\$45.40	\$46.53	---
Battalion Chief	\$37.64	\$38.84	\$39.75	---
Battalion Chief/Training Officer	\$48.64	\$50.20	\$51.36	---

Fire Fighters who qualify for Hazmat, Technical Rescue, SCBA Technician and Fire Investigator specialty pay, shall receive an additional 2.1% of top step Fire Fighter added to their salary.

Fire Fighters upgraded to the Fire Captain position will receive an additional \$2.71 per hour.

Fire Captains upgraded to the Battalion Chief position will receive an additional \$4.51 per hour.

**Hourly Rate Schedule
Fire Contract
January 1, 2015**

	Hire	1 Year	2 Year	3 Year
Fire Fighter	\$23.46	\$25.93	\$28.40	\$30.87
Fire Fighter/Paramedic	\$26.55	\$29.01	\$31.49	\$33.95
Captain	\$32.10	\$33.64	\$35.19	---
Captain/Paramedic	\$35.19	\$36.73	\$38.27	---
Administrative Captain	\$45.39	\$46.54	\$47.69	---
Battalion Chief	\$38.58	\$39.81	\$40.74	---
Battalion Chief/Training Officer	\$49.86	\$51.46	\$52.65	---

Fire Fighters who qualify for Hazmat, Technical Rescue, SCBA Technician and Fire Investigator specialty pay, shall receive an additional 2.1% of top step Fire Fighter added to their salary.

Fire Fighters upgraded to the Fire Captain position will receive an additional \$2.76 per hour.

Fire Captains upgraded to the Battalion Chief position will receive an additional \$4.61 per hour.

**Hourly Rate Schedule
Fire Contract
January 1, 2016**

	Hire	1 Year	2 Year	3 Year
Fire Fighter	\$24.05	\$26.58	\$29.11	\$31.64
Fire Fighter/Paramedic	\$27.21	\$29.74	\$32.27	\$34.80
Captain	\$32.90	\$34.49	\$36.07	---
Captain/Paramedic	\$36.06	\$37.65	\$39.23	---
Administrative Captain	\$46.52	\$47.71	\$48.89	---
Battalion Chief	\$39.55	\$40.81	\$41.76	---
Battalion Chief/Training Officer	\$51.11	\$52.75	\$53.97	---

Fire Fighters who qualify for Hazmat, Technical Rescue, SCBA Technician and Fire Investigator specialty pay, shall receive an additional 2.1% of top step Fire Fighter added to their salary.

Fire Fighters upgraded to the Fire Captain position will receive an additional \$2.82 per hour.

Fire Captains upgraded to the Battalion Chief position will receive an additional \$4.70 per hour.