

2018 - 2020

COLLECTIVE BARGAINING AGREEMENT

between

CITY OF PASCO

and

**LOCAL NO. 1433
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

**2018 - 2020
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2018 - 2020

COLLECTIVE BARGAINING AGREEMENT

between

CITY OF PASCO

and

LOCAL #1433, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

This Agreement is made and entered into by and between the City of Pasco, Washington, hereinafter referred to as the Employer and its Fire Department, and Local No. 1433 of the International Association of Firefighters, hereinafter referred to as the Union.

ARTICLE 1 – RECOGNITION

Section 1.1 – Union Recognized. The City recognizes the Union as the sole and exclusive bargaining agent, for the purpose of establishing wages, hours and condition of employment, as authorized by the Washington Public Labor Relations Act, for all full-time, regular, provisional or temporary Fire Department employees in LEOFF classifications, with the exception of the Fire Chief and Deputy Fire Chief. Said employees shall be covered by Civil Service as provided by RCW 41.08.050.

Section 1.2 – Negotiations. The City, for the life of this agreement, agrees not to negotiate with any other employee organization or its representative on matters pertaining to wages, hours or conditions of employment for the employees represented by the Union as stated in this Article.

Section 1.3 – Classifications. If the City creates a new job classification and if the new classification is a successor title to a classification covered by the agreement and the job duties are not significantly altered or changed, the new classification shall automatically become a part of this Agreement.

If the new classification contains a significant part of the work now being done by any of the classifications covered by this Agreement, or if functions are similar to employees in this bargaining unit, and the Union notifies the City of a desire to meet within ten (10) days of its receipt of the City's notice, the parties will then meet to review the proposed classification and, if unable to reach agreement as to its inclusion or exclusion from the unit, shall submit the question to the Washington State Public Employment Relations Commission. If the inclusion of the proposed classification is agreed to by the parties or found appropriate by the Washington State Public Employment Relations Commission, the parties shall then negotiate as to proper pay for the classification, the city being free to assign a temporary rate pending the resolution of negotiations.

ARTICLE 2 – TERM OF AGREEMENT

This Agreement shall be effective January 1, 2018 and shall remain in full force and effect through the 31st day of December, 2020.

ARTICLE 3 – UNION SECURITY/PAYROLL DEDUCTION

Section 3.1 Assessment – Exception. Any present employee of the Pasco Fire Department or any future employee in the Pasco Fire Department coming within the classifications covered by this Agreement shall pay the Union a monthly assessment as a contribution toward the administration of this Agreement which shall be equivalent to the regular monthly dues of the Union, except under circumstances of objection based upon bona fide religious beliefs. Said employee shall make the same contribution to a charitable organization as agreed upon jointly between the Local #1433 and the employee.

Section 3.2 Payroll Deductions. The City will deduct membership dues and any assessments from all employees of the department covered under this Agreement, upon the receipt by the City of a certified total payroll deduction form from the treasurer of the Local. The membership dues and assessments shall be equal for all of said employees and the City shall pay the same monthly dues or assessments withheld to the Secretary/Treasurer of said Local No. 1433. Further, the City will submit a monthly accounting of said deductions, giving the amount deducted opposite the employee's name. The City will also deduct the monthly sum for disability insurance premiums. Such deduction shall be remitted by the City to the Secretary/Treasurer of Local No. 1433 with the dues deduction. The disability insurance deduction is a fixed monthly amount for each employee for whom the deduction is taken, not a percentage of their pay.

Section 3.3 Hold Harmless. The Union shall indemnify, defend, and save harmless the Employer against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the employer in complying with the provisions of this Article.

ARTICLE 4 – DISCRIMINATION

Section 4.1 No Discrimination. There shall be no discrimination against any employees because of Union membership or non-Union membership. In accordance with applicable law, neither the employer nor the Union shall discriminate against any employee covered by this Agreement because of race, creed, color, national origin, sex, age, religion, marital status or disability, except in the instance where age, sex, or absence of a disability may constitute a bona fide occupational qualification under applicable law.

Whenever a male gender word is used in this Agreement it shall be construed to include male and female employees.

ARTICLE 5 – UNION BUSINESS

Any employee conducting business on the Union's behalf may take leave by means of a qualified replacement at no costs to the City.

The City and the Local have worked hard to establish a positive Labor/Management relationship. It is well understood that the IAFF and WSCFF provide many educational opportunities that

strengthen Labor Management relationships, as well as provide valuable operational education. To continue to improve the relationship the City and the Local have established, and to continue to gather information on best operational practices, the City agrees to accept training requests for IAFF/WSCFF sponsored educational events, and will consider supporting the training, based on the value of the education, and its benefits to the City.

ARTICLE 6 – LEGISLATIVE COST INCREASES

Should the Washington State Legislature enact legislation benefiting employees or immediate families of employees covered by this Agreement, where the effect is to increase costs to the City above those which exists at the time this Agreement is executed, the Union agrees to enter into negotiations with the City, if requested, to negotiate the impact of the change.

ARTICLE 7 – PREVAILING RIGHTS

All rights and privileges held by the employees at the present time, which are not included in this Agreement and which do not conflict with any provision of this Agreement shall remain in full force and effect.

ARTICLE 8 – MANAGEMENT RIGHTS

The Union recognizes the exclusive right and prerogative of the City to make and implement decisions with respect to the operation and management of the Fire Department. Provided, however, that the exercise of any and all these rights shall not conflict with any provision of this Agreement. Such rights include but are not limited to the following:

1. To establish the qualifications for employment and to employ employees.
2. To establish the makeup of the Fire Department's work force and make changes from time to time, including the number and kinds of classifications, and direct the work force toward the organizational goals established by the City.
3. The right to determine its mission, policies, and all standards of service offered to the public.
4. To plan, direct, schedule, control and determine the operations or services to be conducted by the employees of the Pasco Fire Department and City.
5. To determine the means, methods and number of personnel needed to carry out the departmental operations and services.
6. To approve and schedule all vacations and other employee leaves.
7. To hire and assign or transfer employees within the Department or fire-related functions.

8. To lay off any employees from duty due to insufficient funds.
9. To introduce and use new or improved methods, equipment or facilities.
10. To assign work to and schedule employees.
11. To take whatever action necessary to carry out the mission of the City in emergencies.
12. To determine the department budget.

Any employee within the bargaining unit, who may feel aggrieved by the unfair or discriminatory exercise of any of the management rights specified above, may seek his remedy by the Grievance Procedure provided for in this Agreement.

ARTICLE 9 – GRIEVANCE PROCEDURE

Section 9.1 Procedure Steps. Disputes regarding the interpretation of this Agreement shall be handled in the following manner:

Step 1: The Union shall formally submit grievances in writing to the Fire Chief or his designee. Such submission shall state the factual basis for the grievance, the provision or provisions of the Agreement allegedly violated, and the remedy requested. Grievances which are not filed within thirty (30) calendar days from the date of the alleged violation shall be deemed waived for all purposes.

The Fire Chief or designee shall convene a Step 1 meeting within seven (7) calendar days of receipt of the grievance. Attendance at such meeting may include appropriate supervisors, a Union representative and the individual grievant. The Fire Chief or designee shall render a decision in writing to the Union within fourteen (14) calendar days after the conclusion of the Step 1 meeting.

Step 2: The decision of the Fire Chief may be appealed in writing to the City Manager within seven (7) calendar days of its receipt. The City Manager shall review the facts, convene a meeting with the parties, and shall issue in writing the final decision of the employer within fifteen (15) days of receipt of this Step 2 appeal.

Step 3: Disputes remaining unresolved shall be submitted to arbitration within thirty (30) calendar days of the Step 2 answer of the employer. The arbitrator shall be selected from a list of seven (7) requested from the Northwest FMCS Arbitrator pool. Selection shall be made by alternative striking, with the party requesting the arbitration striking first. Only grievances which involve an alleged violation by the employer or a specific article or provision of the Agreement and which are presented to the employer in writing during the term of this Agreement and which are processed in the manner and within the time limits herein provided shall be subject to arbitration.

The decision of the arbitrator shall be final and binding upon the parties. Provided, however, no arbitrator shall have the authority to render a decision or award which modifies, adds to, subtracts from, changes or amends any term or condition of this Agreement; further provided, a rendition of a decision or award shall be in writing within thirty (30) calendar days of the close of the hearing (or submission date of written briefs) and shall include a statement of the reasoning and grounds upon which such decision or award is based.

The cost of the arbitration shall be born equally by both parties, including arbitrator's fees and expenses, room rental and cost of record. Each party shall bear the cost of the preparation of its own case.

Section 9.2 Non-Compliance With Time Limits. Failure of the aggrieved employee to comply with the time limits set forth above will serve to declare the grievance is settled based upon the last answer received and no further action can be taken. The time limits set forth herein may be extended by mutual agreement.

Section 9.3 Exceptions To Grievance Procedure. Any grievance which is not filed in accordance with the provisions of Section 9.1 of this Article is not subject to the grievance procedures of this Agreement.

Section 9.4 Election Of Remedies/Waiver. The taking of a grievance through arbitration constitutes an election of remedies and a waiver, where lawful, of all rights to litigate or otherwise contest the appealed subject matter in any court or other available form. Likewise, litigation or the contest of the grievance subject matter in any court or other form shall constitute an election of remedies and a waiver of right to arbitrate the matter.

ARTICLE 10 – SUPPLEMENTAL AGREEMENT

This Agreement may be amended, provided both parties concur. Supplemental agreements may be completed through negotiations at any time during the life of this Agreement. Either party may notify the other party, in writing, of its desire to negotiate. Supplemental agreements, thus completed, will be signed by the responsible Union and City officials. Supplemental agreements thus completed shall become a part of the larger agreement and subject to all its provisions. The parties agree that this Agreement constitutes all agreements with regard to wages, hours and working conditions, and any and all negotiable items. This Agreement shall be amended only upon mutual agreement of the parties.

ARTICLE 11 – PERFORMANCE OF DUTY – NO STRIKE AGREEMENT

It is agreed that employees shall not plan, promote or be part of a strike, slowdown, sit-down, or other stoppage of work which would reduce the effectiveness of the City in any way.

ARTICLE 12 – SAVINGS CLAUSE

If any provisions of this Agreement or the application of such provisions should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted

legislation, the remaining parts or portions of this Agreement shall remain in full force and effect. Any provisions declared invalid would be subject to re-negotiation by the parties.

ARTICLE 13 – FIRE CODE ENFORCEMENT

Uniform fire code inspections may be undertaken by designated and trained individuals of the fire department in compliance with Article 1 of the CBA. It is understood by both parties, fire inspections will not occur at the shift level unless otherwise negotiated.

ARTICLE 14 – VACATIONS

Section 14.1 Accrual. Employees working twenty-four (24) hour shifts shall accrue vacation at the rate as stated below:

<u>Employees Assigned to 24 Hr. Shift (years of continuous service)</u>	<u>0 – 5 years</u>	<u>6 -10 years</u>	<u>11 – 15 years</u>	<u>16 to 20 years</u>	<u>21+ years</u>
<u>Vacation accrual per pay period</u>	<u>6 hours</u>	<u>7 hours</u>	<u>8 hours</u>	<u>9 hours</u>	<u>10 hours</u>

Section 14.2 Vacation and Holiday Scheduling. Vacation shall be scheduled to be taken at any time from January 1st to December 31st. Preference shall be given to personnel with the greatest seniority by rank provided operational requirements are met. Leave of absence over accrued vacation time may be granted by the Fire Chief with approval of the City Manager. In addition, the following shall apply to the scheduling of both vacation and holiday time off:

- a. **Minimum Time.** Leave shall be taken for a minimum of two (2) consecutive hours.
- b. **Long Term Time Off.** Employees shall be eligible to request long term time off (at least three (3) full shifts) anytime throughout the calendar year. Long term time-off requests shall have preference over shorter-term requests for time-off.
- c. **Short Term Time Off.** Employees requesting time-off that is at least one full shift but less than three full shifts shall be eligible to make such requests at any time within sixty (60) days of the requested time-off. Short term time-off requests shall have preference over time-off requests of less than a complete shift.
- d. **Less Than Complete Shift.** Employees shall be eligible to apply for time-off requests using less than twenty-four (24) hours at any time within forty-five (45) days of the requested time-off.

- e. **Additional Preferences.** Preference in multiple requests for time-off of otherwise equal duration shall be given to an employee with the greater seniority by rank, provided operational requirements are met and the less senior employee will not suffer unreasonable hardship due to commitments (financial or otherwise) previously made following the granting of their earlier submitted request.

Section 14.3 Usage/Maximum Accrual. Normally, employees will be required to take annual vacation. Employees shall be permitted to accumulate vacation time equal to the amount which can be earned in two (2) years at the applicable accrual rate. Time not taken which causes accrual beyond two (2) full years will be lost to the employee unless, in the case of unique hardship, an extension may be approved by the City Manager. Normally, employees will not take more than one and one-half (1-1/2) years accumulation in any one year; however, the City Manager may authorize longer leave in special cases.

Section 14.4 Separation From Service. Employees shall be granted pay in lieu of accrued vacation leave at their adjusted hourly rate of pay at such time as they are separated from City employment unless such separation is made during entrance probation periods.

Section 14.5 Vacation Cash Out. Employees entering their second (2nd) year of continuous service may cash out up to ninety-six (96) hours of vacation in April or December (total combination) each year. In order for vacation hours to be paid in April and/or December, the employee must submit a written request to the Chief at least two (2) weeks prior to the first payday in April and/or December.

ARTICLE 15 – SICK LEAVE

Section 15.1 Accrual. All twenty-four (24) hour shift employees covered by this Agreement shall earn nine (9) hours of sick leave per bi-weekly pay period. Sick leave may be accumulated to a maximum one thousand four hundred forty (1,440) hours. Any employee using more than forty-eight (48) successive hours of sick leave shall apply for disability leave and retain the services of a physician. The City may, at its discretion, require an employee who has taken ninety-six (96) or more hours of sick leave in any year to submit to a physician's verification of illness or injury (medical exam) for any illness or injury immediately preceding or following a paid leave day (holiday, personal, vacation day, etc.) or when there exists cause to believe that there may be sick leave abuse. If it is a family member who is sick, the employer may require a doctor's verification of the illness. Further, a statement by an attending physician may be required by the City from an employee who utilizes more than ninety-six (96) hours of sick leave in a calendar year.

Upon separation from the Department, twenty-five percent (25%) of all unused sick leave, to a maximum of eight hundred and forty (840) hours, shall be paid at the prevailing hourly rate to employees with less than twenty (20) years of service.

Upon separation from the Department, fifty percent (50%) of all unused sick leave, to a maximum of eight hundred and forty (840) hours, shall be paid at the prevailing hourly rate to employees with twenty (20) years or more of service.

Section 15.2 Employees. Upon initial employment, employees shall be credited four hundred and twenty-three (423) hours of sick leave and no additional sick leave shall accrue through the forty-seventh (47th) pay period of the employee's service with the City. Thereafter, commencing with the forty-eight (48th) pay period, such employee shall accrue sick leave at the rate of nine (9) hours per pay period. Should an employee terminate with a sick leave deficit (more hours used than would have been earned during the period of service), the City shall be reimbursed out of other employee earnings. In addition, no sick leave buy-back shall apply unless the net hours would have accrued during the period of service.

Section 15.3 Benefit Changes. In the event the benefits are increased or decreased by the legislature, the City and Union retain the right to open negotiations regarding the provisions of this Article.

Section 15.4 Illness of Family Members.

1. In the event of a serious illness/injury in the immediate family of the employee, the employee, at his request, shall be granted time off utilizing earned sick leave time. Immediate family shall be defined as the spouse of the employee and his or her mother and father.
2. Accumulated sick leave may be used to care for a child of the employee under the age of eighteen (18) years of age with a *health condition that requires treatment or supervision*.

"Health condition that requires treatment or supervision" means:

- (a) Any medical condition that requires medication that the child cannot self-medicate.
- (b) Any medical or mental health condition that would endanger the child's safety or recovery without the presence of a parent or guardian; or
- (c) Any condition warranting preventative health care, such as physical, dental, optical or immunization services, when a parent must be present to authorize treatment and when sick leave may otherwise be used for the employee's preventative health care.
- (d) Sub-sections (b) and (c) above are not intended to include medical or mental health conditions which could adequately be supervised by a child's regular daycare provider.
- (e) When both the employee and their spouse are employed and eligible for the family sick leave benefits under Chapter 49.12 RCW, the employee shall use reasonable efforts to annually equalize the use of the family sick leave benefit between the employee and the employee's spouse. The employer may deny the use of this family sick leave benefit who does not exercise such reasonable efforts.
- (f) Any employee shall return to work and complete his regular shift assignment as soon as the reason justifying the use of this family sick leave provision no longer exists, whether due to betterment of the child's condition, completion of any required health

care services, completion of a spouse work day, or other reason justifying the use of family sick leave.

"Child of the employee" means any child under the age of eighteen (18) years of age, who is:

- (1) The natural offspring of the employee.
- (2) The adopted child of the employee.
- (3) The natural or adopted child of the employee's spouse; or
- (4) Under the employee's legal guardianship, legal custody, or foster care.

Section 15.5 Notification and Reporting. Notification of absence due to sickness shall be given to the Fire Chief or his designee as soon as possible on the first day of such absence and every day thereafter (unless this requirement is waived by the Chief) in as far in advance of the scheduled work as possible. Generally, this report shall be made no later than one (1) hour before the start of a shift. The notification must include the reason for the taking of the sick leave, including the nature of the illness or injury and the general symptoms experienced. Failure to promptly report an illness or injury may be considered an absence without pay and may subject the employee to discipline as well.

Section 15.6 Family and Medical Leave Act. The requirements of the Federal Family and Medical Leave Act will be administered as set forth in City Administrative Order No. 231 originated November 22, 1993: PROVIDED, HOWEVER, nothing therein shall reduce any leave or payroll benefit otherwise provided for in this Agreement.

ARTICLE 16 – SICK LEAVE BUY BACK

Local #1433 and the City of Pasco agree that members may purchase, at their option and at no cost to the City of Pasco, supplemental disability insurance coverage through agreement with the Washington State Council of Fire Fighters and Local #1433.

Members on extended sick/disability leave may apply to the insurance carrier of this plan for benefits as provided under the plan, currently thirty (30) consecutive days of leave. The Local and the City agree that any employee who receives benefit payments under this plan will keep these benefit payments and use a minimum of twenty-four (24) hours accrued leave per pay period to supplement the benefit, if not working modified duty equal to twenty-four (24) hours per pay period. The member can elect to be in a leave without pay status for the balance of the pay period. Accrued leave used during the disability period will be reported to the Department of Retirement Systems (DRS) as hours worked and therefore, are eligible for service credits.

ARTICLE 17 – HOLIDAY PAY

Section 17.1 Holidays. The following and other such days as the City Council, by Resolution, may fix are official holidays for all employees of the department:

HOLIDAY	DATE
New Year's Day	January 1 st
Martin Luther King's Birthday	3 rd Monday in January
Presidents' Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veterans' Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving Day	4 th Friday in November
Christmas Day	December 25 th
Personal Holiday	** 1 st January paycheck

**Newly hired probationary employees will earn their first (1st) Personal Holiday on the first (1st) full pay period after the completion of probation.

Section 17.2 Accrual/Utilization. All twenty-four (24) hour shift personnel covered by this Agreement shall earn twelve (12) hours of time for each holiday, which shall be utilized as follows:

- (a) Eighty-four (84) hours per year will be cashed out at the employee's adjusted hourly rate of pay and each employee will have the option of using or cashing out (or a combination thereof) the remaining forty-eight (48) hours. Zero (0) hours carry-over.
- (b) Cash-out of time shall occur on either or both (to the extent of holiday hours actually earned or accrued prior to such date) the first paycheck in April or on the first paycheck in December at the employee's adjusted hourly rate of pay. In order for holiday time to be paid in April, the employee must submit a written request to the Chief at least two (2) weeks prior to the first payday in April. The December payment shall be made automatically by the employer. The cut-off date for scheduling of holiday time usage shall be the first day of the pay period for the first payday in December. Holiday hours not schedule or paid in April for the year by that day shall be cashed out by the City at the employee's adjusted hourly rate of pay the first payday in December. For rules regarding the scheduling of Holiday time off see Section 14.2

ARTICLE 18 – BEREAVEMENT

In the event of a death in the immediate family of an employee, the employee shall be granted up to forty-eight (48) hours of leave from scheduled work with pay. Additional leave for such purpose may be taken and charged to other earned leave upon authorization of the Fire Chief. Documentation for need of such leave shall be provided when required by the City.

Immediate family for these purposes should be defined as follows: spouse and children, parents, grandparents, grandchildren, and siblings of the employee and his/her spouse.

ARTICLE 19 – MEDICAL/DENTAL/VISION INSURANCE

Section 19.1 Employee Medical Wellness/Preventive Coverage. The City will provide medical insurance coverage for employees who will be covered by a plan providing for no deductible, one hundred percent (100%) coverage.

Section 19.2 Employee Prescription Coverage. The City will provide prescription insurance coverage for employees who will be covered by a plan providing for no deductible, one hundred percent (100%) coverage of eligible expenses. The employee will not be required to pay for any prescription costs at time of prescription pickup. Employee pays zero percent (0%), one hundred percent (100%) coverage.

Section 19.3 Employee Dental Coverage. The City will provide dental insurance coverage for employees who will be covered by a plan providing one hundred percent (100%) coverage of Class 1 expenses (i.e., covered diagnostic and preventive care), eighty percent (80%) coverage of Class 2 expenses and fifty percent (50%) coverage for Class 3 expenses. The maximum annual benefit for dental expenses is one thousand five hundred dollars (\$1,500) per employee. The dental coverage shall be subject to a maximum twenty-five dollar (\$25.00) deductible per person per calendar year to a maximum of seventy-five dollars (\$75.00) per family; provided the dental deductibles shall not apply to covered Class 1 expenses and shall apply to the medical deductible limitation established in sections 19.5 and 19.6.

Section 19.4 Employee Vision Coverage. The City will provide vision insurance coverage for employees who will be covered by a plan providing for a twenty-five dollar (\$25.00) co-pay every plan year. Employee coverage will include a wellness exam every plan year; prescription lenses every plan year, frames every other plan year, (or) contact lens care every plan year. In addition employees will receive extra discounts and savings on glasses, sunglasses, contacts, laser vision correction. (See attached VSP benefit summary)

Section 19.5 Dependent Medical Wellness/Preventive Coverage. The City will provide medical insurance coverage for dependents of employees who will be covered by a plan providing for a two hundred dollars (\$200.00) deductible per person per calendar year, to a maximum of six hundred dollars (\$600.00) deductible per covered family per calendar year. Dependent coverage will be an eighty/twenty percent (80% / 20%) co-insurance which applies to all covered expenses incurred. In accordance with the Health Plan, Wellness/Preventive care benefits may not be subject to the eighty/twenty percent (80%/20%) co-insurance or deductible.

Section 19.6 Dependent Prescription Coverage. The City will provide prescription insurance coverage for dependents of employees. Dependent coverage will be an eighty/twenty percent (80% / 20%) co-insurance for brand name prescriptions and generic prescriptions will be covered at one hundred percent (100%) which applies to all covered expenses incurred.

Section 19.7 Dependent Dental Coverage. The City will provide dental insurance coverage for dependents of employees who will be covered by a plan providing one hundred percent (100%) coverage of Class 1 expenses (i.e., covered diagnostic and preventive care), eighty percent (80%)

coverage of Class 2 expenses and fifty percent (50% coverage for Class 3 expenses. The maximum annual benefit for dental expenses is one thousand five hundred dollars (\$1,500) per dependent. The dental coverage shall be subject to a maximum twenty-five dollar (\$25.00) deductible per person per calendar year to a maximum of seventy-five dollars (\$75.00) per family; provided the dental deductibles shall not apply to covered Class 1 expenses and shall apply to the medical deductible limitation established in section 19.5 and 19.6.

Section 19.8 Dependent Vision Coverage. The City will provide vision insurance coverage for dependents of employees who will be covered by a plan providing for a twenty-five dollar (\$25.00) co-pay every plan year. Dependent coverage will include a wellness exam every plan year, prescription lenses every plan year, frames every other plan year, (or) contact lens care every plan year. In addition, dependents will receive extra discounts and savings on glasses, sunglasses, contacts, laser vision correction. (See attached VSP benefit summary.)

Section 19.9 The City agrees to provide a Medical/Dental/Vision Insurance plan that is equal to or better than the plans currently in effect. The City retains the right to maintain a self-insurance program or to select insurance carriers for the purpose of containing premium rate increases. If premium rates increase there will be a distribution of the increase citywide.

Section 19.10 Each employee will pay 12% of the monthly premium, with a cap of 3.0% of TSFF for said Medical/Dental Insurance. Vision coverage premium covered by the City.

Section 19.11 Nothing in this article reduces benefits that the employee and/or their dependents have a right to under State and/or Federal legislation.

Section 19.12 Re-opener Due to State or Federal Legislation. Notwithstanding the above, in the event State or Federal legislation required the City to make changes in the group medical benefits provided employees during the life of this agreement, the City reserves the right to make required changes; provided, however, the City provides the bargaining representative with, at least, thirty (30) days' advance notice of the change(s) and, further provided, that either the City or the Union may require that this article be reopened in negotiations if the change(s) result in a reduction of benefits or an increase (by at least ten percent) in the then existing premium paid for an employee, his/her spouse and dependents by providing the other with written notice within fourteen (14) days receipt by the bargaining representative of the notice from the City of the proposed change(s).

ARTICLE 20 – GROUP TERM LIFE INSURANCE

The City agrees to provide group term life insurance coverage for employees in the current group term life insurance plan provided by the City as a benefit to its employees city-wide, or its equivalent, with face-value coverage of Fifteen Thousand Dollars (\$15,000.00) for each employee.

ARTICLE 21 – EDUCATION & TRAINING

Section 21.1 - Employer Initiated Training. Is training directly related to the employee's job if it is intended to help the employee learn, maintain, or improve any job functions and/or activities more effectively, that the employee is expected or could be expected to perform at their current job. Or, any training that is desired by the city for the employee's current job functions and/or activities.

The following shall apply to Employer Initiated Training;

- a. Education/Training must be approved by the Fire Chief or his designee.
- b. Actual costs of books, fees, tuition, registration, or any other costs shall be covered by the City.
- c. Employee(s) shall receive overtime compensation as per Article 24 for all actual hours in class/training and travel time outside their regular scheduled shift/hours.
- d. If the training duration is of multiple days and over fifty (50) miles away from the Tri-Cities metropolitan area, the employee(s) attending training shall be backfilled to cover their regular scheduled shift as needed to meet staffing levels. Employee(s) shall receive per diem for mileage, meals, and lodging based on the Standard Federal Rate, for the specific travel destination.
- e. If the training is less than fifty (50) miles away from the Tri-Cities metropolitan area employee(s) attending training shall be backfilled to cover their regular scheduled hours for training and travel time as needed to meet staffing levels. Employee(s) shall receive per diem for mileage and meals based on the Standard Federal Rate, for the specific travel destination. Normally the employee(s) will be expected to return to work after their education/training for the day has concluded.
- f. The Fire Chief or his designee may deem it unsafe to travel back from training for any reason including but not limited to weather and road conditions, time of day travel is to take place, etc. In cases where the Fire Chief or his designee deems it unsafe to travel, the employee(s) attending training shall be backfilled to cover their regular scheduled shift/hours as needed to meet staffing levels. Employee(s) shall receive per diem for lodging based on the Standard Federal Rate, for the specific travel destination in addition to per diem mentioned in paragraph (e) above.

Section 21.2 - Employee Initiated Training – Employee initiated training is training sought by an employee for the purpose of preparing for advancement, and is not intended to maintain or improve their current job functions and/or activities. The department supports professional development for its members and may elect to support the employee's requests to attend

Employee Initiated Training in one (1) or more ways as provided for Employer Initiated Training. The determination of any support will be subject to seniority, financial resources, and department staffing needs.

Section 21.3 – Fire Science and Advanced Life Support. Employees shall be eligible for reimbursement for the actual cost of books, fees, and tuition and the payment of per diem for courses in fire science or advanced life support. A grade of “C” or better must be obtained if it is a graded course, or a certificate of completion be issued to an employee in a non-graded course.

- a. Employees intending to take classes in fire science shall submit a letter of intent to do so by June 1st, prior to the year seeking reimbursement.
- b. Paramedics shall be eligible for overtime pay for actual hours in attendance at no more than one (1) meeting per month called by the physician advisor, subject to approval of the Fire Chief; however, no call out pay shall be required.
- c. Paramedics shall be eligible for off duty overtime for attendance at courses that are required by the regional Medical Program Director (MPD) and approved by the Fire Chief. Such training will be allowed “on duty” if response status and/or manpower allows. No call back pay shall be required.

ARTICLE 22 – UNIFORM/PROTECTIVE CLOTHING ARTICLES

Section 22.1 Provisions and Maintenance. All uniforms, protective clothing, or protective devices required for employees in the performance of their duties shall be furnished to the employees by the City. The cleaning of safety clothing shall be accomplished on duty or by the City through commercial facilities. The cleaning of daily duty uniforms shall be the responsibility of the employer.

Section 22.2 Quantity Provided to Each Employee. In the first year of employment, five (5) sets of daily uniforms will be furnished to each employee. Thereafter, one (1) uniform per year will be purchased as needed to maintain uniform appearance. Winter coats and cold weather gear will be purchased and replaced by the City as conditions warrant. The employer will maintain on hand “throw-away” coveralls for the use of employees as conditions warrant.

Section 22.3 Replacement. Equipment and/or clothing lost, stolen, destroyed, or damaged in the line of duty, and without negligence on the part of the employee, will be replaced by the City without cost or charge to the employee. Clothing and equipment provided by the City shall be purchased and maintained with regard to employee’s health and safety.

Section 22.4 Routine Safety Equipment Inspections. Safety equipment will be inspected and maintained to meet vertical standards of safety and operational conditions.

Section 22.5 Cleaning. Exercise clothing consisting of T-shirts and shorts shall be provided and laundered by the employer. Employees shall provide and launder off the work premises their own socks, athletic shoes, under clothing and personal equipment.

ARTICLE 23 – WAGES

Section 23.1 Wages.

- 2018 - Effective the first full pay period of January 2018, the base hourly wage rate for top-step firefighter under this agreement shall increase by two percent (2%).
- 2019 - Effective the first full pay period of January 2019, the base hourly rate of the top-step firefighter will increase by 100% CPI-U, b/c western cities (June – June) with a minimum of 2% - maximum 3%.
- 2020 - Effective the first full pay period of January 2020, the base hourly rate of the top-step firefighter will increase by 100% CPI-U, b/c western cities (June – June) with a minimum of 2% - maximum 3%.

Section 23.2 Incentive Pay. Employees may only receive incentive pay up to a maximum of six percent (6%), as follows: (Incentive percentage is based on top-step firefighter base wage.)

Land Technical Rescue Team member	up to 6% (6 per shift)
Water Technical Rescue Team member	up to 4% (6 per shift)
Hazardous Material Team member	2% (6 maximum)

**Specialty Team incentive pay will only apply for active team members.*

Vehicle & Machinery Technician	2% (9 maximum)
Building Collapse Technician	2% (3 maximum)
SCBA Technician	2% (3 maximum)
Communications Technician	2% (1 maximum)
Fire Investigator	2% (3 maximum)
Public Fire Educator	2% (3 maximum)
Personal Protective Equip	2% (3 maximum)
Medical Supply Equipment	2% (2 maximum)

Bilingual Incentive Pay (not included toward the 6% maximum listed above) – Bilingual incentive pay shall be paid to any Local member who demonstrates fluency in the Spanish language. Proof of fluency shall be determined by a test approved by the Civil Service Commission. Bilingual incentive shall be two percent (2%) of top-step firefighter.

Intermediate Life Support (ILS) Incentive Pay (not included toward the 6% maximum listed above) – Persons certified as ILS qualified shall receive incentive pay of two percent (2%) of top-step firefighter.

Section 23.3 Continuous Service Pay. Continuous service pay shall be computed on the individual employee's hourly rate of pay at two percent (2%) after ten (10) years of continuous service with the department; three percent (3%) after fifteen (15) years of continuous service with

the department; four percent (4%) after twenty (20) years of continuous service with the department; and five percent (5%) after twenty-five (25) years of continuous service with the department.

Section 23.4 Battalion Chief Pay. The base hourly rate of pay for the Battalion Chief position shall be maintained at thirty-two point five percent (32.5%) above top-step firefighter.

Section 23.5 Captain Pay. The base hourly rate of pay for the Captain position shall be maintained at seventeen point five percent (17.5%) above top-step firefighter.

Section 23.6 Lieutenant Pay. The base hourly rate of pay for the Lieutenant position shall be maintained at ten percent (10%) above top-step firefighter.

Section 23.7 Paramedic Pay. The base hourly rate of pay for the paramedic position shall be maintained at ten percent (10%) above the firefighter step s/he falls under.

Section 23.8 Firefighter Pay Steps. Effective first full pay period of 2018, all firefighter pay steps will be figured on a percentage of top-step firefighter.

Step 1 firefighter	0 – 12 months	85% of top-step firefighter
Step 2 firefighter	13 – 24 months	90% of top-step firefighter
Step 3 firefighter	25 – 36 months	95% of top-step firefighter
Step 4 firefighter	37+	100% of top-step firefighter

**** NOTE for current employees**

Old Step 3 (25-36 months) was 90% TSFF – New Step 3 (25-36 months) is 95% TSFF

Old Step 4 (37+ months) was 95% TSFF – New Step 4 (37+ months) is 100% TSFF

Section 23.9 Adjusted Hourly Rate of Pay. *Adjusted hourly rate of pay*, when used in this agreement, means the employee's base hourly rate of pay plus incentives and continuous service pay.

Section 23.10 Deferred Compensation. Each bargaining unit member shall be paid a deferred compensation contribution as provided below:

- Four percent (4%) base hourly wage.

This provision is subject to the City's deferred compensation rules and regulations and IRS regulations. The computation of retirement contributions and pension benefits shall be governed by applicable state law.

ARTICLE 24 – OVERTIME PAY

The City shall administer overtime according to the following provisions:

Section 24.1 Pre-Scheduled Overtime. Any pre-scheduled overtime must be approved by the Fire Chief. Any emergency overtime may be approved by the Duty Officer, but only in accordance with departmental regulations.

Section 24.2 Time Paid. Time worked to the nearest greater one-half hour beyond an employee's regularly scheduled shift shall be paid at one and one-half times the employee's adjusted hourly rate of pay. The time and one-half shall be paid for all hours worked rounded to the greater half hour.

Section 24.3 Call Back Pay. Except as otherwise stated herein below, an employee who is called back to duty from off the station site after his normal shift has ended, but before the scheduled start of his next shift, shall receive the sum of sixty Dollars (\$60.00) plus one hour minimum of overtime pay.

Section 24.4 Off-Duty Events. Any employee attending a meeting, public function, schooling or training outside his regular shift shall not be eligible for call back pay per subsection 24.3, except when the employee's attendance is required by the administration and the employee has not been given at least seventy-two (72) hours' notice of said function, in which case the employee shall be paid call back pay per subsection 24.3.

Section 24.5 Overtime Rates. When it is necessary to hold an employee beyond his regular or exchange shift, he shall be paid at the time and one-half rate and no call-back pay shall apply. In the event coverage is required due to the absence of another employee, as soon as practical either a twelve (12) or twenty-four (24) hour shift shall be offered to employees in inverse order of accumulated overtime (those with least amount first). However, if an employee is willing to work the full twenty-four (24) hours they shall bump the employee/employees wanting to split the shift. Call-back pay shall not apply when employees work the full twenty-four (24) hours or voluntarily split the twenty-four (24) hour shift.

Section 24.6 Exceptions. The City and Local have agreed to the following exceptions of having to first offer overtime to all employees in inverse order of accumulated overtime (those with the least amount first), in the following situations:

- a. In the event coverage is required due to the absence of another employee and there are less than three (3) officers on duty; an Officer/Paramedic counts as an officer on duty.
- b. In the event coverage is required due to the absence of another employee and there is less than one (1) paramedic on duty per station; an Officer/Paramedic counts as a paramedic on duty.
- c. A minimum of two (2) water rescue and two (2) land based technicians at the designated station will be on duty each day. When it is necessary to call back to fill these positions, it will be done from the list of qualified technicians. Technical team minimums will be

met before team members, who may also qualify to fill a vacant Officer position, will be allowed to fill the vacant Officer position.

In these situations, as soon as practical, either a twelve (12) or twenty-four (24) hour shift shall be offered to officers, paramedics or specialty technicians in inverse order of accumulated overtime (those with the least amount first) before having to offer overtime to all employees in inverse order of accumulated overtime (those with the least amount first.) However, if an employee is willing to work the full twenty-four (24) hours they shall bump the employee/employees wanting to split the shift. Call-back pay shall not apply when employees work the full twenty-four (24) hours or voluntarily split the twenty-four (24) hour shift.

The City and Local have also agreed that at any time the City reduces the number of officers and/or paramedics on the department below the following levels, this Section 24.6 Exceptions, will be null and void and this contract will revert back to Sections 24.1 through 24.5 only.

Battalion Chief – one (1) per shifts A, B, C.
Captain – one (1) per shifts A, B, C for each fire station.
Lieutenant – three (3) per shifts A, B, C.
Paramedic – six (6) per first run Medic Ambulance.
Training Officer – one (1).
Medical Officer – one (1).

ARTICLE 25 – WORKING OUT OF CLASSIFICATION

Any person covered by this Agreement who is required to accept responsibilities in carrying out the duties of position or rank above which they normally hold, shall be paid at the base hourly rate of pay and incentives for that position or rank plus the employee's continuous service pay, or his regular adjusted hourly rate of pay, whichever is higher, while so acting.

ARTICLE 26 – SPECIALTY TEAMS

The Union and the City recognize that response to Hazardous Materials incidents and Technical Rescue incidents are basic to the fire service and the duty of a firefighter. The Union and the City also recognize that employees who have received special training at least equivalent to qualify as a "Technician" under the National Fire Protection Association, who qualify for and are appointed by the Fire Chief to a Specialty Team(s), should receive additional compensation. Specialty Team incentive pay shall be computed as outlined in Article 23 Wages, Section 23.3 Incentive Pay. Specialty Team members shall also be eligible for pay at the individual's overtime rate with no call-out pay, to attend all schedule team drills or classes as required by the Specialty Team Coordinators. On duty members of Specialty teams shall be allowed to respond when their respective teams are activated and the City will call back personnel, as needed, to backfill their positions. Off duty team members recognize the method of notification for incidents will be by way of cell phone text and will be allowed to respond when their team is activated and will be subject to overtime and call back pay.

ARTICLE 27 – OFFICER/PARAMEDIC INCENTIVE PAY

Four percent (4%) of base hourly rate shall be paid to any Firefighter/Paramedic, Lieutenant, or Captain who satisfactorily maintains a Washington State Paramedic Certification and performs said duties while in an upgrade position (lieutenant/captain upgrade.) The City shall offer those training benefits listed in Article 21 (Education article) for maintenance of Paramedic Certification. This article does not pertain to the position of Battalion Chief as the Battalion Chief's responsibility is incident commander.

ARTICLE 28 – HOURS

Section 28.1 Shifts and Work Periods. Effective July 15, 2018, the duty schedule for Suppression and Paramedic personnel shall consist of a twenty-four (24) day work period wherein 168 duty hours are scheduled on a regular, cyclical basis for an annual total for 2555 hours. This averages to a forty-nine (49) hour duty week. Shifts will commence at 8:00 a.m. and will terminate at 8:00 a.m. the following day. Normally, the shift will be forty-eight (48) hours on duty followed by ninety-six (96) hours off duty with a Kelly Day (additional shift off) scheduled during every work period for a total of fifteen (15) annually.

Section 28.2 Kelly Days. Kelly Days must be taken within the work period earned and a maximum of four (4) will be scheduled daily. The scheduled date of a Kelly Day may be changed provided a request is submitted to the Fire Chief at least ninety-six (96) hours in advance and said request is approved. The Fire Chief shall post the schedule in December for Kelly Days to be taken for the following year. A draft schedule shall first be submitted to the Chief by each shift Battalion Chief following the procedure established by the department rule.

Section 28.3 New Hires – Special Scheduling. New hires may be assigned a five (5) day/ten – (10) hour per day work week schedule to attend recruit training prior to shift assignment. New hires will complete recruit training within one hundred eighty (180) days of hire. New hires shall receive fourteen (14) days' advance notice of any schedule change.

Section 28.4 Time Off Approvals. Employees shall be granted time off at any given time from any shift for Kelly Day, Vacation Leave, Holiday Leave, or any combination thereof; provided, there is only one (1) employee off per every five (5) employees normally assigned to a shift. Furthermore, this time off rule shall not include any employee on sudden sick leave, disability leave, bereavement leave, civil leave, jury service or required appearance at legal proceedings due to a work related incident, or an approved leave of absence without pay.

<u>Employees Normally Assigned to 24 Hr. Shift</u>	<u>1 to 5</u>	<u>6 to 10</u>	<u>11 to 15</u>	<u>16 to 20</u>	<u>21 to 25</u>	<u>26 to 30</u>
<u>Employees Granted Time Off</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>

Section 28.5 Productivity Emergency Stand-By Schedule. On-duty employees shall maintain a productivity/emergency stand-by schedule. Except as otherwise stated below, productivity time with scheduled work or training shall normally be from 0800 to 1600, with a lunch hour from 1200 to 1300 and fifteen (15) minute breaks in the morning and afternoon. 1600 to 1800 hours Monday through Friday, and 1300 to 1500 hours on Saturdays, Sundays, and Holidays, shall normally be for physical fitness as stated in the Physical Fitness Article. 1600 to 1800 hours on Saturdays, Sundays, and Holidays, shall normally be for assigned training and work. 1800 to 2000 hours shall be the dinner hour. 2000 to 2200 hours shall be for training (limited to four (4) days in any calendar week and excepting Sundays and holidays if other days in the week are otherwise available). 2200 to 0800 hours shall be considered emergency stand-by time.

Exceptions:

- Stand-by for emergency medical services at Pasco high schools' athletic events may take place during emergency stand-by time.
- Transports as outlined in Article 36 – Inter-Facility Patient Transports may take place during emergency stand-by time.

ARTICLE 29– SHIFT REASSIGNMENT

The City will cooperate to the extent reasonably possible with the affected employees to minimize or eliminate any loss of hours or benefits due to a shift reassignment initiated by the City, through the use of advance notice, voluntary shift exchanges, working additional hours, or other available means not increasing the wages or benefits that would be paid by the City to the employees had the shift reassignment not occurred. However, any planned shift reassignment for an upcoming year shall normally take place early in the calendar year to facilitate the scheduling and taking of vacations, holiday leave or other long-range time-off benefits.

ARTICLE 30 – SHIFT EXCHANGE

Employees shall be permitted to change shifts or portions thereof when the change does not interfere with the best interest of the Fire Department and with the approval of the Fire Chief or his designee. Approval of the Fire Chief is contingent upon the employees meeting the following conditions:

1. The exchange is voluntary and upon the written request of the two involved employees. Documentation shall not be required for requests under twelve (12) hours.
2. The exchange is between individuals of equal rank and/or there will be no increased costs to the City. Paramedics will be permitted to exchange shifts with firefighters provided at least one (1) paramedic per station remains on the regular shift at the time the written request is submitted and approved. For the purpose of this section, it is understood that if it is necessary to call back a paramedic, only a paramedic shall be called back. The paramedic with the lowest overtime hours shall be called first...
3. The time will be paid back within twelve (12) months.

4. The voluntary request for such change or trade is submitted on the proper form provided by the Fire Chief.

ARTICLE 31 – VACANCIES/PROMOTIONS

Section 31.1 Temporary Upgrade –Battalion Chief. In the event a twenty-four (24) hour shift Battalion Chief (B/C) is absent from his regular scheduled shift, the position shall be filled within the ranks of the department in the following order.

- 1) When overtime is being offered for shift manning, per Article 24, going by inverse order of accumulated overtime (those with the least amount first) and the overtime goes to a B/C, who accepts the overtime, they shall fill the open B/C position for full and partial shifts.

When overtime is being offered for emergency call-in, per Article 24 above, and the overtime goes to a B/C, who accepts the overtime, the upgrade shall continue to perform as an upgrade B/C in conjunction with the B/C that accepted the emergency overtime. This allows one B/C to focus on the current emergency while the other focuses on the rest of the city.

- 2) Captain from duty shift with highest score on B/C's Eligibility List.
- 3) Captain from duty shift by seniority based on time in grade. The senior Captain on duty may turn down the upgrade provided another Captain on duty takes the upgrade.
- 4) Off duty B/C or Captain in inverse order of accumulated overtime (those with the least amount first).
- 5) Lieutenant from duty shift with the highest score on the Captain's Eligibility List. Minimum of four (4) years of officer experience.
- 6) Off duty Lieutenant in inverse order of accumulated overtime (those with the least amount first). Minimum of four (4) years of officer experience.
- 7) However, in order to work as an upgrade B/C, personnel must have the following, or the equivalent for each:

IFSAC FF 1
IFSAC FF 2
IFSAC Fire Officer 1
Hazardous Materials Operations
HazMat On Scene IC
NFA Incident Safety Officer
IS-100, IS-200, I-300
Confined Space Operations
Trench Rescue Operations

It is understood that a firefighter shall not upgrade to acting B/C.

To maintain an updated B/C's Eligibility List, a Civil Service examination will be given in even numbered years, to employees within the department with at least twelve (12) years of progressively responsible fire service experience or education, three (3) of which are as a Pasco Fire Captain or to employees who have been on the two (2) most recent and consecutive Captain promotional lists. Employees shall be given a six (6) month notification that a Battalion Chief's Civil Service Examination will be given.

Section 31.2 Temporary Upgrade – Captain. In the event a twenty-four (24) hour shift Captain is absent from his regularly scheduled shift, the position shall be filled by a Lieutenant from the duty shift. If no Lieutenant is on duty, see Section 32.3 Temporary Upgrade Lieutenant.

To maintain an updated Captain's Eligibility List, a Civil Service examination will be given in odd numbered years to employees within the Department with at least eight (8) years' of progressively responsible fire service experience or education, two (2) of which are as a Pasco Fire Lieutenant or to employees who have been on two (2) most recent and consecutive Lieutenant promotional lists. Employees shall be given a six (6) month notification that a Captain's Civil Service Examination will be given.

Section 31.3 Temporary Upgrade – Lieutenant. If there is no Lieutenant on duty to fill a temporary Captain upgrade, the employee with the highest score on the Lieutenant's Eligibility List, amongst the duty shift, shall be upgraded to Lieutenant, unless an officer has accepted a regular shift manning overtime for a full or partial shift. In the event no one from the eligibility list is on the shift, then the senior firefighter with regard to continuous service shall be appointed to the upgrade. The firefighter shall be allowed to refuse an upgrade to Lieutenant, provided that another member of the shift accepts the upgrade and no overtime costs are incurred.

To maintain an updated Lieutenant's Eligibility List, a Civil Service examination will be given in even numbered years to employees within the department with at least four (4) years' of fire service experience or education, two of which are with the Pasco Fire Department. Employees shall be given a six (6) month notification of a Lieutenant examination.

NOTE**The City reserves the right to recruit and give the examinations to persons outside the department if no employees apply, pass or qualify for bargaining unit positions.

ARTICLE 32 – STATION BIDDING

Since the Pasco Fire Department operates out of multiple fire stations, employees on each of the (3) three shifts A, B, and C, will be allowed to bid for station assignments every two years on their shift.

Management will coordinate the bid process. The Fire Chief shall issue a memorandum with an accompanying Station Bid form to each employee and record each response until all of the station assignments for each shift are completed. The employees within each classification on their

respective shift shall bid based on descending seniority with the most senior having preference on station assignments. The order of bidding will start with the Captains and be followed by the Lieutenants, the Firefighter/Paramedics, and then the Firefighters. Battalion Chiefs will not bid on station assignments. Seniority is defined in Article 44 – Personnel Reduction.

Bidding will not occur due to vacancies.

Notwithstanding the above, the Fire Chief, at his discretion and for reasonable cause, may make changes in the shift or station assignments to meet the operational needs of the department, including, but not limited, to staffing of shift officers and firefighter/paramedics. Except in emergencies, thirty (30) days advanced notice will be given any employee who will be transferred and the Fire Chief shall provide a statement in writing to the affected employee(s) giving the reasons for the transfer.

ARTICLE 33 – PROBATIONARY EMPLOYEES

The City and Local 1433 have established a joint Labor/Management Pasco Fire Department Apprenticeship Program. The Program is outlined in the Rules and Regulations. All new hire Firefighter/Firefighter Paramedic employees, regardless of previous experience, shall enter the apprenticeship program, and at conclusion, shall be awarded a Pasco Fire Department Journey level certificate.

Advancement through pay grades is dependent upon successfully completing the apprenticeship task book assigned for the year in which they are entering.

Probationary employees shall meet the requirements of the first year task book and successfully complete the probationary review period with their assigned officer to maintain employment with the Pasco Fire Department.

New hire employees on probation shall not be allowed shift trades during their first year of employment and shall not be entitled to take vacation or holiday leave unless authorized by the Fire Chief. The employee will earn vacation credit and holiday hours in accordance with Article 14 and Article 17. Sick leave shall be earned and utilized in accordance with Article 15. However, the employee must provide documentation (a written explanation from health care provider or employee) to the Fire Chief or his designee for all sick leave used. New employees who do not pass their probation for any reason shall not receive any accumulated leave benefits under this agreement, except any holiday hours they have accrued.

Probationary employees shall not be permitted to accept operational overtime during their review period, except as authorized and agreed upon by the Chief or designee and the Local. Probationary employees; however, shall be allowed to accept non-operational overtime for training, public events, and non-emergent standby's.

Regular employees of the Pasco Fire Department that have been promoted shall serve a twelve (12) month probationary period. If the member does not pass probation they shall be allowed to

return to the position they held prior to the promotion. While on probation the member shall maintain all rights in the collective bargaining agreement.

ARTICLE 34 – PARAMEDIC PERSONNEL

Section 34.1 As a local paramedic training program is available, the City may offer employees in the Firefighter classification the opportunity to participate in the local paramedic training program by reimbursement to the employee of their tuition, cost of their books and other training materials and coverage for their on duty time and to attend training. Any off duty training time will not be reimbursable by the City. Employees requesting employer assistance in paramedic training as set forth herein shall be screened by a committee whose membership shall include Union representatives. The committee shall rank and make recommendation to the Fire Chief of a list of the applicants showing the greatest potential to complete the training program and commitment to long-term paramedic service for the City. The Chief's determination as to the employee(s) selected for the City-assisted paramedic training program shall be final.

Section 34.2 Employees selected for the paramedic training program by the Fire Chief, once enrolled, shall utilize their best efforts to successfully complete the program. Any request by trainees to drop out of the program must be made in writing to the Fire Chief. Approval to discontinue training shall be given only by the Fire Chief.

Section 34.3 Paramedic/Firefighter personnel may, after eight (8) years in the classification of Paramedic/Firefighter, make written request to the Fire Chief to be allowed to return to the Emergency Medical Technician (EMT) classification. The request shall be granted provided there are vacant Firefighter position(s) available in the Fire Department due to resignation, dismissal, promotion or expansion. In the event two or more Paramedic/Firefighters request reclassification to the Firefighter classification and there are insufficient available positions, the most senior Paramedic/Firefighter shall have first preference. Seniority for purposes of this Article shall be determined by time served as a Paramedic/Firefighter with the City.

Section 34.4 Persons previously certified as Paramedics or persons desiring advanced skills may certify as Intermediate Life Support (ILS). The City will support the training of these positions the same as Paramedic training list in section 35.1.

ARTICLE 35 – INTER-FACILITY TRANSPORTS

Section 35.1 The parties agree that inter-facility transports for Lourdes Medical Center and other care facilities for the aged and infirm in Pasco that are currently taking place at the time of the ratification of this collective bargaining agreement are within the scope of public services to be provided by the Fire Department.

Section 35.2 Current Practice. Currently, the transports described in Section 36.1 are performed as a backup to a private transport provider, and are generally performed from Lourdes Medical Center to Kennewick General Hospital, Kadlec Medical Center or other area care facilities for the aged and infirm, and/or the transport of flight crews and/or patients to and from the Tri-Cities

airport and Lourdes Medical Center. Long-haul transports (transports outside of the Tri-Cities area) are not currently being performed by fire department personnel. In addition, the transports currently being performed are less than one (1) transport per twenty-four (24) hour shift on average over a period of ninety (90) consecutive days.

Section 35.3 Negotiations. The parties agree to open bargaining on the impacts and effects of the transports described in Section 36.1 and Section 36.2 if the volume of transports exceeds one (1) transport per twenty-four (24) hour shift over a period of ninety (90) consecutive days, otherwise, the employer's obligation to participate in impacts and effects bargaining for making changes to the current practice described in Section 36.2 shall be consistent with requirements of Chapter 41.56 RCW.

ARTICLE 36 – STAFF MEETINGS

Section 36.1 Regular Meeting. A staff meeting comprised of the Fire Chief, Battalion Chiefs, and day shift personnel shall be called as often as determined by the Fire Chief, but not less than quarterly. The length of such meetings shall be determined by the Chief.

Section 36.2 Decisions Regarding Department Operations. The Chief shall take into consideration the discussion and input he receives at the meetings in his decision-making concerning department operations. Nothing herein, however, shall be interpreted to prevent the Chief from making a change in department operations that he otherwise has the discretion to make.

Section 36.3 Off-Duty Employees Required to Attend. Off-duty employees required to attend any staff meetings shall be paid at the overtime rate of pay. No call-back premium or minimum hours of pay requirement is applicable.

ARTICLE 37 – RULES AND REGULATIONS

The Union agrees that its members shall comply in full with Fire Department rules and regulations, as currently in effect or hereafter amended, including those relating to conduct and work performances. The Employer agrees that departmental rules and regulations which affect working conditions and performance shall be subject to the Grievance procedure. In addition, the employer agrees that any changes in rules and regulations which affect working conditions, other than for emergency matters, will be posted thirty (30) days in advance of their effective date, unless said posting period is waived by the Union.

Inter-office memos that amend working conditions shall be incorporated in departmental rules and regulations within forty-five (45) days of the date issued.

ARTICLE 38 – WORK REQUIREMENTS

The City agrees that members of the Fire Department shall not be required to perform work normally performed by members of another Union or another City department outside of the station, except where danger to life and property exists.

ARTICLE 39 – TOBACCO USE

At the discretion of their immediate supervisor an employee may use tobacco products, but only outside any city fire station and off any city apparatus, vehicle or equipment and in accordance with State law.

ARTICLE 40 – SUBSTANCE FREE WORKPLACE

The Substance Free Workplace policy consisting of seven pages and attached hereto as Appendix “C” is incorporated herein by this reference.

ARTICLE 41 – OUTSIDE EMPLOYMENT

Employees holding outside jobs, including self-employment, shall not: (1) advertise on City property, (2) involve the use of City equipment or supplies; (3) infringe on their ability to do their job; (4) result in a conflict of interest. In cases where the City feels a problem exists, then the City must notify the employee and the Union of the perceived conflict in writing within 48 hours of notification. The Local may then file a formal grievance as allowed in Article 9 if this issue could not be resolved prior to the time line allowed in Article 9. The affected employee would be able to continue their outside employment during pendency of the grievance procedure. The parties agree that an expeditious resolution of the Grievance is desirable for all parties involved. Therefore the Local may initiate this type of grievance at the step 2 level of Article 9.

Employees will notify the city at least 48 hours before commencing new outside employment. Notification will be by means of a form agreed to by the parties and as found in the appendices of this Collective Bargaining Agreement.

ARTICLE 42 – PHYSICAL FITNESS

Section 42.1 Goals and Testing. The City and Local agree to start working toward a Wellness/Fitness Program with the IAFF/IAFC Initiatives being the template and ultimate goal.

Annually, all employees will receive a City provided physical using NFPA 1582 as a general guideline, the Firefighter Wellness/Fitness Initiative, and recommended Cancer Prevention/Screening related to firefighters. A medical certification report, will be provided to the City at the completion of the physical. The physical will be completed by On Scene Medical. If at any time during the duration of this contract, On Scene Medical is not a viable option, for either party, for the completion of physicals, (due to competitive market pricing, closure of the business, or change in current business and privacy practices etc.) The City and Local will immediately meet to discuss the options of a new location to complete the physical.

Section 42.2 Time. Each Station/Company Officer may approve workouts at the stations to take place during a shift, provided these activities shall not disrupt emergency duties, scheduled training, or assigned work activities. If employees have been unable to work out prior to 1600 hours on weekdays and 1300 hours on weekends and holidays, they shall be allowed to work out

starting at 1600 hours Monday through Friday and 1300 hours Saturdays, Sunday and holiday. These activities shall not disrupt emergency duties, scheduled training or work activity that, for unanticipated reasons, has carried over into the normal period of physical fitness activity.

Section 42.3 Place. While both parties work toward the goal, physical fitness activities may take place in the assigned stations or at a fitness facility approved by the Fire Chief.

Section 42.4 Rules and Regulations/Safety Precautions. Employees shall follow all rules and regulations regarding the use of exercise equipment and wear proper clothing and safety devices when recommended for the physical activity they are performing.

ARTICLE 43 – PERSONNEL REDUCTION

Section 43.1 Reductions Re-Employment. In the case of a personnel reduction within any classification, the employee with the least seniority shall be laid off first. When two or more employees of the same classification being reduced have the same date of employment, they shall be laid off by inverse ranking off the Civil Service list from which they were hired. An employee being laid off may choose to transfer to a lower classification for which he is qualified and may do so provided he has more seniority than other employees occupying that classification. Any employee who has been laid off shall be first offered re-employment in a position within the bargaining unit which becomes vacant subsequent to the individual being laid off, provided the individual meets the minimum qualifications for the position and was laid off within the immediately preceding three (3) years. Any employee turning down the re-employment offer shall forfeit his right to future re-employment offers. Any employee(s) holding an officer position that was eliminated due to personnel reductions and who transferred to a lower classification shall be first offered the opportunity to return to his prior rank when a position becomes available.

Section 43.2 Seniority Defined. Seniority shall be defined as the date of hiring to a regular full-time position. Rank shall be defined as Battalion Chief, Captain, Lieutenant, Paramedic-Firefighter and Firefighter. The rank of Paramedic-Firefighter and Firefighter shall be considered the same with respect to the choosing of Kelly Days, Vacation, and Holiday time off.

Section 43.3 Seniority Listing. A seniority list shall be maintained by the Department, verified by the local and updated as new employees are hired and existing employees leave city service.

ARTICLE 44 – DISCIPLINE

Section 44.1 Just Cause. The City shall not take disciplinary action against any employee without just cause. The City retains the right to discharge new employees at will during or at the end of the probationary period and the discharge shall not be made the subject of a grievance either by the employee or the Union.

Section 44.2 Progressive Discipline. The purpose of discipline is to correct behaviors which are in need of change.

Informal discipline consists of coaching/counseling/teaching. Informal discipline notes/documentation are for use by the employee's supervisor. Informal counseling may be documented on the corrective counseling form for annual performance evaluation purposes and is not placed in the official personnel file.

Formal discipline of non-probationary employees in circumstances not warranting termination will normally follow a progressive disciplinary pattern with the objective of correcting the problem. When deciding the degree of discipline, the City will take into consideration the circumstances surrounding the incident(s), the severity of the offense, and the past work record and past conduct of the employee. When meeting with a management supervisor or at any hearing where discipline is being considered, the employee shall be entitled to union representation. The term *progressive discipline*, as used herein, refers to a discipline process normally including the following steps:

- (a) A verbal warning will be documented in writing and placed in the official personnel file.
- (b) A written reprimand (warning); discussion between the disciplined employee and administrative officers. The written reprimand shall be placed in the employee personnel file.
- (c) A 2nd written reprimand (warning) and referral to City Manager for possible suspension.
- (d) 3rd written reprimand (warning) and referral to City Manager for demotion/suspension/termination.

At any time during this formal process an employee is entitled to union representation. This process normally shall be specific to each alleged violation.

ARTICLE 45 – 40-HOUR/WEEK UNIFORMED FIRE PERSONNEL

40-hr/week personnel under this contract will be governed by all articles of this collectively bargaining contract with the exceptions as below:

Section 45.1 40 hour/week personnel will generally be scheduled a 40-hour work week, as approved by the Fire Chief.

Section 45.2 Eleven (10 calendar, 1 personal) paid holidays per year, taken on the day of or as approved by the Fire Chief.

Section 45.3 The following formula for accruing sick leave and vacation time will be utilized. The employee(s) in this category will earn leave time at 80% of the rate earned by 24-hour shift personnel as written in the collective bargaining agreement.

<u>Sick leave accrual: hrs/pay period</u>			<u>Vacation accrual: hrs/pay period</u>		
<u>40-hour</u>	<u>50-hour</u>		<u>Year</u>	<u>40-hour</u>	<u>50-hour</u>
7.2	9		0-5	4.8	6
			6-10	5.6	7

11-15	6.4	8
16-20	7.2	9
21+	8.0	10

When employees move from 24-hour shifts to 40-hours/week, they carry their current accruals with them at the amount shown on the accrual records. When they move from 40-hours/week positions to 24-hour shift positions they will again carry their current accruals with them to the new schedule. Maximum accruals will remain the same for both assignments.

Section 45.4 In the event of a line officer position opening after two years, a 40-hour/week staff officer will have the right of first refusal for that position, providing s/he was number one on the eligibility list at the time of the staff appointment. 40-hour/week staff officers below the number one position on the eligibility list will be considered for appointment along with the top two candidates on the new list.

Section 45.5 40-hour/week personnel shall be able to fill a vacant line position equal to their rank and qualifications for up to twelve (12) hours and a maximum of six (6) times per year. This will be done on days approved by the Fire Chief or his designee. The intent of this article is to enable 40-hour/week personnel to maintain qualifications, such as paramedic qualification, without having to work overtime shifts.

Section 45.6 40-hour/week personnel will be paid time and one-half, at their adjusted rate, if they work over **forty (40) hours** in the seven-day period. 40-hour personnel may respond to incidents in support of regular staffing as needed or directed. After hours response will be requested by the Fire Chief or his designee and agreed to by the 40-hour/week personnel. Overtime shall be paid for worked hours exceeding forty (40) in a seven (7) day period, from midnight Sunday to midnight Sunday. Holidays, when they fall on a regular schedule day of work for 40-hour/week personnel, shall count as hours worked for the purpose of figuring overtime. 40-hour/week personnel, at their choice, may be placed in the overtime rotation per terms of the current collective bargaining agreement. 40-hour personnel may only work overtime positions during their scheduled days off.

Section 45.7 Adjust base hourly rate for the 40-hour/week positions:

Current base hourly rate X 2,555 hours / 2,080 hours + 7.5% day shift differential

When applicable: Pay for longevity, paramedic or other applicable premiums will be added.

Section 45.8 Vacation Cash Out. Employees entering their second (2nd) year of continuous service may cash out up to eighty (80) hours of vacation in April or December (total combination) each year. In order for vacation hours to be paid in April and/or December, the employee must submit a written request to the Chief at least two (2) weeks prior to the first payday in April and/or December.

Section 45.9 Temporary Special Assignment. Line personnel may voluntarily accept temporary assignment(s), to accomplish short term department projects, with the approval of the Fire Chief. Wages and hours and benefits for employees working a temporary assignment are described in

Section 46. Start and stop dates for all temporary assignments(s) shall be agreed upon prior to starting the assignment, and notification will be given to the leadership of Local #1433.

ARTICLE 46 – MODIFIED DUTY

Section 46.11 Non-Work Related. Employees who have a temporary medical condition that restricts their ability to perform their regular duties may agree to work modified duty assignments. The employee shall present the Fire Chief with a release form from his/her doctor that includes restrictions on the type of work the employee may perform. If possible, the release form should include an estimated date of full recovery for return to full duty. The determination as to whether modified duty work exists rests solely with the Fire Chief.

Hours worked shall not exceed the employee's assigned average work week. The actual number of hours worked will be agreed upon by the employee and the Fire Chief.

Section 46.2 Work Related. Employees who have a temporary disability that restricts their ability to perform the essential functions of their position may agree to work modified duty assignments. The employee shall present the Fire Chief with a release form from their medical provider that contains the current limitations and/or restrictions and if possible, the anticipated release to full duty. The determination as to whether modified duty work exists rests solely with the Fire Chief.

Hours worked shall not exceed the employee's assigned average work week and the medical providers information. The actual number of hours worked will be agreed upon by the employee, and the Fire Chief.

If an employee is offered modified duty for a work-related injury and does not accept, they will forfeit the benefit provided by Labor and Industries and/or Disability Leave Supplement. However, this does not restrict the employee from using other accrued leave benefits for time off during modified duty.

Section 46.3 Offering of Modified Duty. If more than one employee is eligible, as determined by their medical provider, and agrees to a modified duty assignment, the Fire Chief shall split available work as evenly as possible among the eligible employees. The splitting of available modified duty applies to both work and non-worked related medical conditions.

ARTICLE 47 – WSCFF MEDICAL EXPENSE REIMBURSEMENT PLAN (MERP)

The City shall contribute \$75.00 per month on a pre-tax basis for all bargaining unit members to the Washington State Council of Fire Fighters (WSCFF) MERP. These contributions shall be included as salary for the purpose of calculating retirement benefits.

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

liabilities that arise out of the Trust Fund. The Union and employees shall be liable for any and all tax penalties, as well as any other liabilities arising out of the implementation and administration of the MERP.

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

ARTICLE 48 – ELECTRONIC EMERGENCY CALLBACK PAGING

Up to four (4) employees may sign-up for Electronic Emergency Callback Paging for call-ins. The Fire Chief may allow an increase in the number of employees that may sign-up for Electronic Emergency Callback Paging at any time. Employees lowest on the overtime list shall have first choice for signing up for Electronic Emergency Callback Paging until 0800 hours. After 0800 hours, employees shall be allowed to sign-up for Electronic Emergency Callback Paging on a first come basis.

In compensation for signing up to be available for Electronic Emergency Callback Paging, the employee will be paid thirty (\$30.00) dollars for each uninterrupted twenty-four (24) hour shift.

When an employee is paged, they shall receive sixty (\$60.00) callback pay plus one-hour minimum of overtime pay. When the employee is paged, goes out of service, or fails to respond during the twenty-four (24) hour period, they shall not receive the thirty (\$30.00) dollars.

Any employee electing to sign-up for Electronic Emergency Callback Paging shall remain within a twenty (20) minute average response time to the City limits of Pasco, with their portable radio in their in their possession.

When an employee is paged, s/he shall obey all traffic laws while responding to a fire station.

Electronic Emergency Call Paging shall be activated whenever the on duty Battalion Chief has reason to believe that the Pasco Fire Department may be committed to providing and/or receiving Mutual Aid/Automatic Aid that may extend beyond thirty (30) minutes.

The on-duty Battalion Chief shall activate Electronic Emergency Callback Paging whenever the Pasco Fire Department resources are being depleted with multiple and/or extended calls.

ARTICLE 49 – D SHIFT

D-Shift Personnel. The city may employ up to (2) two personnel to work a D-shift (variable shift schedule). Provided, that this would be accomplished by hiring up to (2) two new personnel to fill these positions, in no circumstance will a current member be forced to work a D-shift (variable shift schedule).

1. Scheduling and Use of D-shift personnel:

- a) D-shift (variable shift personnel) may consist of up to (2) two personnel.
 - b) D-shift schedules shall not include Kelly Days; these hours have been accounted for below in the number of shifts to be worked.
 - c) Regular hours of D-shift employees shall be scheduled for three (3) (24) twenty-four day work cycles at a time. The city shall provide a list of shifts within (30) days prior to the beginning of each scheduling period of three (3) (24) twenty-four day work cycles from which D-shift employees shall make their shift selections. The D-shift schedule shall be posted (15) fifteen days prior to the beginning of each scheduling period of three (3) twenty-four day (24) work cycles.
- 2. D-shift employees shall make their shift selections by rotating back and forth, starting with the D-shift employee with the most seniority.
 - 3. D-shift employees shall not select more than (48) forty-eight hours of regular shift duty within any work week. This is not inclusive of any overtime shifts.
 - 4. The shift selections provided by the city shall provide for a minimum of (14) fourteen choices for each D-shift position per (24) twenty-four day work cycle.
 - 5. D-shift (variable shift personnel) hourly pay rate shall be based on their Step as outlined in Article 23, Wages and Appendix A.
 - 6. D-shift (variable shift personnel) shall earn Vacation, Holiday and Sick Leave accrual as outlined in those articles. D-shift (variable shift personnel) use of any time off benefits shall not count towards one of the employees off as allowed in Article 29, Section 29.4.
 - 7. Each D-shift employee shall schedule 168 regular hours in each (24) twenty-four work cycle. This does not prohibit D-shift employees from working overtime or making shift trades. D-shift (variable shift personnel) shall be offered overtime and be paid for such overtime as allowed in Article 24, Overtime Pay
 - 8. Each D-shift employee shall schedule 105 shifts or 25206 hours each year. Vacation leave and Holiday Leave hours will be subtracted from that total number.
 - 9. D-shift employees may request to move a selected shift to another day, if available, with the approval of the Chief or designee, provided they shall not work more than (48) forty-eight hours of regular shift duty within any work week. When a request is made to move a shift, the Chief or designee may add choices to the original selection list.
 - 10. Additional shifts may be made available due to disabilities, injuries, or extended leaves. D-shift employees may move selected shifts to cover these absences, or may be assigned by the Chief or designee if mutually agreed upon, provided they shall not work more than (48) forty-

eight hours of regular shift duty within any work week. This is not inclusive of any overtime shifts.

11. The Chief or designee shall be responsible for posting and coordinate the selection process for all D-shift personnel. Any changes to schedules for the D-shift employees must be approved by the Chief or designee.
12. Such items like employee evaluations for D-shift employees shall be completed by one of the Day shift officers.
13. D-shift employees shall be assigned to shift work unless mutually agreed upon between the city and the union.
14. In the event of any unforeseen scheduling problems, both parties agree to meet and mutually resolve the problem.
15. The D Shift (Variable Shift) shall be dissolved if at any time the city lowers manning levels below (4) four (24) twenty-four hour shift personnel at any station that has (2) two or more emergency response apparatus. This does not preclude the four (4) personnel from moving between the vehicles (shared crews) at their station. Personnel assigned to ARFF duty and/or the Battalion Chief while assigned to a command vehicle shall not count towards (1) one of the (4) four personnel on duty at a station.

Dated at Pasco, Washington, this 16th day of July 2018.

CITY OF PASCO

LOCAL #1433, I.A.F.F.:


Dave Zabel, City Manager


Christopher Mortensen,
President IAFF #1433


Brandon Burton,
Secretary/Treasurer IAFF #1433

APPENDIX A**Hourly Wage Rates – IAFF Local #1433 Employees**

Effective 1 st full pay period 2018 – 07/14/18 (28 day work period)				Effective 07/15/18 (24 day work period)			
		FF Rate	FF/PM Rate			FF Rate	FF/PM Rate
FF 0-12	85%	27.25	29.98	FF 0-12	85%	27.80	30.58
FF 13-24	90%	28.85	31.74	FF 13-24	90%	29.43	32.37
FF 25-36	95%	30.46	33.51	FF 25-36	95%	31.07	34.18
FF 37+	100%	32.06	35.27	FF 37+	100%	32.70	35.97
LT	110%	35.27		LT	110%	35.97	
Capt.	117.5	37.67		Capt.	117.5%	38.42	
BC	132.5	42.48		BC	132.5%	43.33	

40-hour week positions:

1st full pay period – 07/14/18 = current base hourly rate X 2,600 hours / 2,080 + 7.5%
 Effective 07/15/18 = current base hourly rate X 2,555 hours / 2,080 + 7.5%. \

- *All steps refer to months of continuous service.*
- *Effective July 15, 2018 Lateral hires for FF and FF/PM shall start at Step 0-12.*

Effective 1st full pay period 2019, the base hourly wage rate for top-step firefighter under this agreement shall increase by 100% CPI-U, b/c western cities (June – June) with a minimum 2% - maximum 3%.

Effective 1st full pay period 2020, the base hourly wage rate for top-step firefighter under this Agreement shall increase by 100% CPI-U, b/c western cities (June – June) with a minimum 2% - maximum 3%.

Continuous Service Pay	
Percentage of increase calculated on individual base hourly rate:	Years of Service:
2%	10+ Years
3%	15+ Years
4%	20+ Years
5%	25+ Years
Section 23.4	

ARTICLE 28 – Officer/Paramedic Incentive Pay:

Four percent (4%) of base hourly rate shall be paid to any Firefighter/Paramedic, Lieutenant, or Captain who satisfactorily maintains a Washington State Paramedic Certification and performs said duties while in an upgrade position (lieutenant/captain upgrade.) The City shall offer those training benefits listed in Article 21 (Education article) for maintenance of Paramedic Certification. This article does not pertain to the position of Battalion Chief as the Battalion Chief's responsibility is incident commander.

APPENDIX B

SUBSTANCE FREE WORK PLACE

I. Purpose.

Employees are the City of Pasco's most valuable resource and their health and safety is therefore a serious concern. The City of Pasco will not tolerate any drug or alcohol use which imperils the health and well-being of its employees or threatens its business.

The use of illegal drugs and abuse of other controlled substances, on or off duty, is inconsistent with law abiding behavior expected of all citizens. Employees who use illegal drugs or abuse other controlled substances or alcohol, on or off duty, tend to be less productive, less reliable, and prone to greater absenteeism resulting in the potential for increased costs, delay and risk in the City's business.

Furthermore, employees have the right to work in an alcohol and drug-free environment and to work with persons free from the affects of alcohol and drugs. Employees who abuse alcohol or drugs are a danger to themselves and to other employees. In addition, drug and alcohol abuse inflicts a terrible toll on the nations' productive resources and the health and well-being of American workers and their families.

The City of Pasco is therefore committed to maintaining a safe and healthy work place free from the influence of alcohol and drugs. In addition, the City of Pasco will vigorously comply with the requirements of the Drug-free Work Place Act of 1988.

II. Drug-Free Awareness Program.

1. To assist employees and their families to understand and avoid the perils of drug and alcohol abuse, the City of Pasco is developing a drug-awareness program. The city will use that program in an on-going educational effort to prevent and eliminate drug and alcohol abuse that may affect the work place. A drug-free awareness program will inform employees and their families about:
 - (a) The dangers of alcohol and drug abuse in the work place;
 - (b) The City's alcohol and drug abuse policy;
 - (c) The availability of treatment and counseling for employees who voluntarily seek such assistance; and
 - (d) The sanctions the City will impose for violation of its alcohol and drug abuse policy.

III. Substance Abuse as a Medical Problem.

The City of Pasco recognizes that substance abuse is a medical problem which can be successfully treated. Almost all substance abusers deny they have a problem, however, and ordinarily do not seek treatment voluntarily. This denial is the single most significant obstacle to successful treatment.

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Recognizing this reality, although the City of Pasco encourages voluntary drug and alcohol abuse treatment, the City will take strong action against employees who do not seek treatment on their own. This strong action is designed to break through the denial barrier and convince substance abusing employees of the need for treatment.

IV. Assistance in Overcoming alcohol or Drug Abuse for Employees who Voluntarily Seek Help.

Early recognition and treatment of alcohol or drug abuse is important for successful rehabilitation and for reduced personnel, family, and social disruption. The City of Pasco encourages the earliest possible diagnosis and treatment for alcohol or drug abuse. The City of Pasco supports sound treatment efforts. Whenever feasible, the City of Pasco will assist employees in overcoming drug or alcohol abuse. However, the decision to seek diagnosis and accept treatment for alcohol or drug abuse is primarily the individual employee's responsibility.

The City has contracted with Lourdes Business Health Services for an employee assistance program, which program includes confidential referral to drug and alcohol treatment.

The City's self-insurance program provides benefits to help pay for treatment for chemical dependency, up to a maximum of \$1,000 per calendar year. The City of Pasco also offers a variety of leave options for employees who need time off work for treatment of substance abuse problems. To insure that these benefits are available, however, employees must voluntarily seek help.

Employees with personal, alcohol or drug abuse problems may seek help without the approval or even knowledge of their supervisor. Employees who voluntarily request the City's assistance in dealing with an alcohol or drug abuse problem may do so without jeopardizing their continued employment with the City.

The City will not discriminate against or discipline an employee on the basis of illegal use of drugs, provided the employee is not engaging in a current illegal use of drugs and who (a) has successfully completed a supervised drug rehabilitation program or who has otherwise been rehabilitated successfully, or (b) is participating in a supervised rehabilitation program.

Voluntary requests for assistance from the City for appropriate counseling and treatment services will not prevent disciplinary action for violation of the prohibitions set forth in Article VIII, however. The City will not use a voluntary confession of a violation of a prohibition of Article VIII as a basis for discipline, absent other corroborative evidence. Employees who undergo voluntary counseling or treatment and who continue to work must meet all established standards of conduct in job performance.

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V. Supervisory Training.

The City of Pasco will train its supervisors in:

1. Identifying and documenting job performance and on-the-job behavior that may reflect the impact of personal problems;
2. Identifying evidence of on-the-job use or impairment by alcohol or drugs;
3. Procedures for referral of troubled employees for assessment;
4. Procedures for conducting work place inspections; and
5. Procedures for encouraging voluntary referrals to appropriate counseling and treatment services.

VI. Authorized Use of Prescribed or Over-the-Counter Medicine.

Employees undergoing prescribed medical treatment with any drug or taking over-the-counter medication, which they have reason to believe may alter their behavior or physical or mental ability must report this treatment to their supervisor. The supervisor will determine whether the City should temporarily change the employee's job assignment during the period of treatment, or permit the employee to work at all. Under no circumstances shall an employee be allowed to operate equipment or vehicles when it reasonably appears his/her ability to do so is impaired.

Employees must keep all prescribed drugs in its original container, which identifies the drug, date of prescription, and prescribing doctor. Provided, an employee may satisfy this requirement by notifying their supervisor of the prescription, show the prescription if requested, and carry the drug in an alternative container.

VII. Arrest or Conviction Under Criminal Drug Statute.

Employees must notify their immediate supervisor within five days of any conviction under any criminal drug statute or any arrest under any criminal drug statute that affects their employment.

VIII. Prohibitions.

The City of Pasco policy prohibits the following:

1. Unauthorized use, possession, manufacture, distribution, dispensation or sale of an illegal drug, controlled substance or drug paraphernalia on City property or city business, in City supplied vehicles, or during working hours.

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2. Unauthorized use, manufacture, distribution, dispensation, or possession or any sale of alcohol on city premises or City business, in City supplied vehicles, or during working hours.
3. Storing in a locker, desk, city supplied vehicle or other repository on city premises, any illegal drug, drug paraphernalia, or any controlled substance whose use is unauthorized, or any container of alcohol. Provided, unopened containers of alcohol in private vehicles parked on City premises shall not be a violation of this policy.
4. Being under the influence of an unauthorized controlled substance, illegal drug or alcohol on City premises or on City business, in City supplied vehicles, during working hours. "Under the influence" as used herein means their work performance or conduct on the job is affected in any appreciable degree.
5. If you are an employee who is subject to call by assignment of a pager, beeper or special response status during off-duty hours for emergency response, being in an unfit condition to respond and effectively perform assigned duties when called to report due to the consumption of alcohol. It is not a violation hereof for an employee who carries a beeper more frequently than on a rotation or sporadic basis to occasionally engage in social drinking of alcoholic beverages when off-duty or that such an employee, on occasion, be in a condition unable to respond to an anticipated off-duty call to return to duty, due to the consumption of alcohol.
6. Possession, use, manufacture, distribution, dispensation or sale of an illegal drug off City premises or off duty that adversely affects the employee's work performance or his own or another's safety during working hours.
7. Refusing to submit to an inspection authorized by Article IX when requested by management.
8. Refusing to submit to a breath or blood testing authorized by Article IX to determine blood/alcohol level when requested by management.
9. Failing to adhere to the requirements of any drug or alcohol treatment, or counseling program in which the employee is to be a participant as a condition of continued employment or required by written agreement between the employer and employee, resulting from a violation of this policy.
10. Conviction under any criminal drug statute.
11. Failure to notify the City of any arrest or conviction covered under Article VII.
12. Failure to report to the employee's supervisor the use of a prescribed drug or over-the-counter medication which the employee has reason to believe may alter the employee's behavior or physical or mental abilities.

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13. Failure to keep prescribed medicine in its original containers, except as provided in Article VI.
14. Refusing to sign a statement acknowledging that the employee has read and received a copy of this policy, or the refusal of an employee assigned to work funded by Federal grant monies to sign any drug free-certificate required by Federal law or regulations as a condition of receiving the grant monies.

IX. Inspections.

1. Definition. "Reasonable suspicion" exists when a person responsible for a search is aware of specific articulable facts, and inferences from those facts, which reasonably warrant suspicion that evidence will be uncovered.
2. City furnished work place, vehicles, lockers and other receptacles. The City may search at any time for any administrative or work-related reason, including investigation of the violation of the prohibitions listed in Article VIII, any employer furnished office space, desk, locker, which has no employee-provided lock on it, file cabinet, motor vehicle, or any other item of City property maintained for the use of employees in their work. Lockers with employee-provided locks on them may be searched by the City for evidence of a violation of any prohibition listed in Article VIII only when reasonable suspicion exists.

Employees are discouraged from bringing to the work place items of a personal nature they would not want viewed or inspected by others.

3. Personal items. Closed personal containers and pockets of trousers, shirts, coats and jackets brought to the work place or placed in City furnished vehicles but not being worn by an employee may be searched for evidence of a violation of any prohibition listed in Article VIII only when reasonable suspicion exists.
4. Notice and employee presence. The City will provide the Local 1433 member who is the subject of the search, or the Union's designated shift representative in the absence of the affected employee, with prior written notification of the specific facts which have caused the City to have reasonable suspicion that such a search is necessary and appropriate. Searches will be conducted in the presence of the employee if on duty. If off duty, the City shall make a reasonable effort to advise the employee of the search and give the employee a reasonable opportunity to return and observe the search. Searches conducted in the employee's absence will be conducted before the Union's designated shift representative.
5. Alcohol testing. Whenever the City of Pasco has a reasonable suspicion either that an employee is consuming alcohol on City premises or during working hours in violation of this policy, or that an employee is under the influence of alcohol in violation of this policy, the City may request one or more samples of the employee's breath or blood for testing for alcohol level. The employee will be given the election of breath or blood testing for his or her initial test.

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If blood testing is requested, two samples shall be drawn. One sample shall be sent to the State Toxicologist for analysis and the second sample shall be analyzed by either the local Lourdes Hospital Business Health Service facility or a laboratory certified by the National Institute for Drug Abuse or the National Institutes of Health. If such a medical laboratory is not available locally, the second blood sample will also be sent to the State Toxicologist for analysis.

If breath testing is requested, it shall be performed by qualified personnel on equipment and utilizing procedures approved by the State Toxicologist and promulgated in the Washington Administrative code. In the event of a positive breath test, the employee shall have the option of requesting a blood alcohol test to determine whether the results of the breath test that was conducted were accurate. If such a blood test is requested, only one sample will be drawn and it shall be analyzed by either the local Lourdes Hospital Business Health Service facility or a laboratory certified by the National Institute for Drug Abuse or the National Institutes of Health. If such a medical laboratory is not available locally, the blood sample will be sent to the State Toxicologist for analysis.

A "positive" test administered for the purpose of collecting evidence with respect to the question whether an employee has violated the rule against consuming alcohol on City premises or during working hours shall be one which demonstrates the presence of any amount of alcohol in the employee's body. A "positive" test administered for the purpose of determining whether an employee is under the influence of alcohol shall be one which demonstrates the presence of alcohol in an amount equal to or greater than .10 grams per 100 milliliters of blood or .10 grams per 210 liters of breath in the employee's body. All testing shall be performed at the City's expense.

6. Firefighters. When probable cause exists, an item-by-item search of the uniform parts and personal clothing of a firefighter, down to the firefighter's skin or underwear, may occur in investigation of a violation of a prohibition listed in Article VIII. Any such search shall be conducted out of view of persons not responsible for the search and without physical contact.

Searches will be conducted in the presence of the employee if on duty, if off duty the employer shall make a reasonable effort to advise the employee of the search and give him a reasonable opportunity to return and observe the search. Searches conducted in the employee's absence will be conducted before a bargaining unit representative if the employee is represented.

Whenever the City of Pasco has a reasonable suspicion that an employee is consuming alcohol on City premises or during working hours in violation of this policy, the City may request one or more samples of the employee's breath or blood for testing for blood/alcohol level. The employee will be given the election of breath or blood testing. Breath testing shall be performed by qualified personnel on equipment and utilizing procedures approved by the State Toxicologist and promulgated in the Washington Administrative Code.

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If a blood sample is requested, two samples shall be drawn. One sample shall be sent to the State Toxicologist for analysis and the second sample shall be analyzed by a local medical laboratory. If a local medical laboratory is unavailable, then the second sample shall also be sent to the State Toxicologist for analysis.

X. Consequences for Violation of This Policy.

Violation of the City of Pasco's alcohol and drug policy may result in severe disciplinary action, including discharge for a first offense. It may also result in a mandatory referral to a treatment or counseling program. The City believes that discharge of an employee is appropriate discipline for the following cases:

1. When the employee uses, possesses, manufactures, distributes, dispenses, or sells illegal drugs or drug paraphernalia on City premises or City business, in City supplied vehicles, or during working hours.
2. When the employee uses or possesses without authorization, manufactures, distributes, dispenses, or sells a controlled substance on City premises or City business, in City supplied vehicles, or during working hours.
3. When the employee stores in a locker, desk, City supplied vehicle or other repository on City premises any illegal drug, drug paraphernalia or any controlled substance whose use is unauthorized: except in the performance of official duties.
4. When the employee is convicted under any criminal drug statute for a violation occurring on or off the job.
5. When the employee refuses to submit to an inspection permitted by Article IX when requested by management.
6. When the employee fails to notify the City of any arrest or conviction covered under Article VII.
7. When the employee refuses to sign a statement that he has read and received a copy of this policy.

XI. Employees Subject to Collective Bargaining Agreement.

Nothing herein shall be interpreted to supersede or override any provision of any collective bargaining agreement between the City of Pasco and any employee bargaining group; nor shall any provision hereof be interpreted as being enforceable against any employee who is a member of an employee bargaining unit when such provision is required by the laws of the State of Washington to be collectively bargained, without the City of Pasco first complying with the requirements of Washington State law.

APPENDIX C

NOTIFICATION OF EMPLOYMENT

In accepting this employment, I fully realize that my primary responsibility is to the City of Pasco, and that my outside employment will not interfere or conflict with my position with the City. I also understand that I shall not work outside employment within eight (8) hours of my scheduled shift start time.

Employee (please print name)

Date

Employee signature

Name of Outside Employer: _____

Business Name (if different): _____

Business Address: _____

Business Phone: _____

Type of Work: _____

Description of possible hours of work: _____

Received by: _____
Fire Chief

Date

Received by: _____
City Manager

Date