

AGREEMENT BETWEEN

CITY OF RICHLAND

AND

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS UNION
BATTALION CHIEFS, LOCAL No. 1052 BC**

2022

January 1, 2022 – December 31, 2022

Resolution No. 143-21, Contract No. 444-21



TABLE OF CONTENTS

ARTICLE 1 -- RECOGNITION	1
ARTICLE 2 -- NON-DISCRIMINATION	1
ARTICLE 3 -- UNION SECURITY AND PAYROLL DEDUCTION	2
ARTICLE 4 -- UNION BUSINESS	2
ARTICLE 5 -- REMOVED	
ARTICLE 6 -- ILLNESS, INJURY, AND RETURNING TO WORK	3
ARTICLE 7 -- HOLIDAYS	8
ARTICLE 8 -- UNION BULLETIN BOARDS	9
ARTICLE 9 -- CITY RIGHTS AND RESPONSIBILITIES	9
ARTICLE 10 -- PREVAILING RIGHTS	10
ARTICLE 11 -- PERFORMANCE OF DUTY - RULES AND REGULATIONS	10
ARTICLE 12 -- UNIFORMS	11
ARTICLE 13 -- SHIFT TRADES	11
ARTICLE 14 -- PERSONNEL REDUCTION	11
ARTICLE 15 -- WORKING OUT OF CLASSIFICATION - EFFECT ON PAY	11
ARTICLE 16 -- VACANCIES AND PROMOTIONS	12
ARTICLE 17 -- GRIEVANCE PROCEDURE	12
ARTICLE 18 -- WAGES	14
ARTICLE 19 -- HOURS	14
ARTICLE 20 -- FIRE EDUCATION INCENTIVE PROGRAM	15
ARTICLE 21 -- SICK LEAVE	17
ARTICLE 22 -- PAID LEAVES	19
ARTICLE 23 -- LEAVE CONVERSION AND MAXIMUM USAGE	22
ARTICLE 24 -- OVERTIME PAY	23
ARTICLE 25 -- INSURANCE	24
ARTICLE 26 -- PRODUCTIVITY	26
ARTICLE 27 -- NOTIFICATION OF ABSENCE	26
ARTICLE 28 -- MEDICAL CERTIFICATION/RECERTIFICATION AND TRAINING	26
ARTICLE 29 -- TERMS OF SUCCESSORSHIP	27
ARTICLE 30 -- PROBATIONARY PERIOD	27
ARTICLE 31 -- TERM OF AGREEMENT	27
ARTICLE 32 -- SAVINGS CLAUSE	27
ARTICLE 33 -- LONGEVITY PAY	27
ARTICLE 34 -- HAZARDOUS MATERIALS TEAM	27
ARTICLE 35 -- AGREEMENT TO BARGAIN	28
ARTICLE 36 -- GROOMING STANDARDS	29
ARTICLE 37 -- DRUG & ALCOHOL TESTING POLICY	29
ARTICLE 38 -- TECHNICAL RESCUE TEAM	32
ARTICLE 39 -- DEFERRED COMPENSATION	33
ARTICLE 40 -- WSCFF MEDICAL EXPENSE REIMBURSEMENT PLAN	33
ARTICLE 41 -- PERSONNEL RECORDS	34

AGREEMENT BETWEEN THE CITY OF RICHLAND AND IAFF-BATTALION CHIEFS, LOCAL No. 1052

2022

Page ii

ARTICLE 42 -- NO SMOKING 34
ARTICLE 43 -- WELLNESS/FITNESS PROGRAM 34
APPENDIX A..... i
APPENDIX B.....ii
APPENDIX C.....vii

AGREEMENT BETWEEN THE CITY OF RICHLAND AND IAFF-BATTALION CHIEFS, LOCAL No. 1052

2022

Page 1

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

ARTICLE 1 -- RECOGNITION

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

1.2 Communications and Notices

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

To the City

Human Resources Director
625 Swift Blvd., MS-12
Richland, Washington 99352

To the Union

President
Post Office Box 607
Richland, Washington 99352

1.3 Duties and Responsibilities

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

ARTICLE 2 -- NON-DISCRIMINATION

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

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

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

ARTICLE 3 -- UNION SECURITY AND PAYROLL DEDUCTION

3.1 Dues Processing

The Union will notify the City of its initiation fees and dues. The City will deduct such initiation fees and Union dues from the wages of the employees who have authorized such deductions in writing, when a copy of the employee's written authorization is provided by the Union to the City. The City will forward collected fees and dues to the Union each pay period, to the address and name provided by the Union, accompanied by a list of dues-paying employees and the amount of their dues and elected Union-provided benefits.

3.2 Revocation

An employee may revoke their authorization for payroll deduction of payments to the Union by the employee providing written notice to the City. The City shall provide the Union a copy of the employee's written notice with the first payroll processed that includes the revocation. The City will process the employee's request to end the deduction as soon as administratively feasible, either effective on the first payroll, but not later than the second payroll, after the City's receipt of the employee's written notice. For purposes of revocation, the employee may provide written notice by email to the City's Human Resources Director or Finance Director or directly to the Union, who will provide the notice to the City.

3.3 Indemnification

The Union will indemnify the City against any and all liability which may arise by reason of the deduction by the City of money for Union membership dues from employee's wages in accordance with copies of the written employee authorizations furnished to the City by the Union.

ARTICLE 4 -- UNION BUSINESS

4.1 A Union member who is an employee in the BC bargaining unit will be granted time off without pay while attending Union associated conventions, seminars, meetings, and Union/City litigation matters, provided (1) he notifies the Department Director or above in writing at least forty-eight (48) hours prior to the time off. (2) An employee called in to replace another employee, who is off on Union business (including time spent in face-to-face negotiations), will receive straight time pay and overtime pay as required by the FLSA. The Union will reimburse the City the amount over straight time pay. Members of the negotiating team while on duty at said time they are negotiating shall be paid a total of fifty (50) labor-hours in the aggregate for regular, scheduled on-duty time spent in face to face negotiations with the City for a labor agreement. Time spent in excess of 50 hours while within the City of Richland shall be on-duty available for response.

4.2 The Union shall retain the privilege of holding Union Meetings during structured hours, at the on-duty employee's workstation.

AGREEMENT BETWEEN THE CITY OF RICHLAND AND IAFF-BATTALION CHIEFS, LOCAL No. 1052**2022****Page 3**

- 4.3 No Union member or officer shall conduct any Union business on City scheduled active duty/structured duty work time on the City's premises, except during breaks, lunch, or as provided within Article 4 without consensus of the Fire & Emergency Services Director.
- 4.4 Nothing in this Article shall preclude the two parties from meeting at reasonable times to discuss areas of mutual concern when mutually agreed to.
- 4.5 Professional Standards
In keeping with professional ideals and standards, neither the Union nor the City shall invoke the name of the other party as a sponsor or supporter to any fund-raising activities without the written agreement of the duly designated representative of the sponsoring party.

ARTICLE 6 -- ILLNESS, INJURY, AND RETURNING TO WORK

- 6.1 Occupational Illness and Injury and Occupational Disability Allowance
The City administers employee leaves associated with occupational illness and injury. The City also administers the process by which employees shall reintegrate into the workplace when in recovery, when released to full duty or when restrictions are placed on the employee's full return to duty. Occupational leaves are administered in accordance with this Agreement, Department policies, and City policies enacted to conform to State and Federal laws.
- 6.2 The City will provide an Occupational Disability Allowance ("ODA") for employees injured or occupationally diseased ("occupational injury") in the line of duty when a claim ("L&I claim") is approved and the employee is determined eligible for time loss payments under State Workers' Compensation Law. ODA shall substitute for time loss payments the employee would be otherwise eligible to receive, until ODA benefits for the employee are exhausted or the employee otherwise becomes ineligible for time loss payments. Employees shall receive ODA only for hours of their normally scheduled shifts during the approved ODA period.
- 6.2.1 The City may choose to provisionally approve an employee's eligibility for ODA until a claim determination is made, including determining whether the injury/disease is an approved L&I claim and determining whether the employee is eligible for time loss payments. If an L&I claim or time loss payments are denied, the ODA received by the employee provisionally must be repaid by the employee through payroll deductions from the employee's other available paid time off or through other arrangements for employee repayment to the City.
- 6.2.2 Approved ODA will continue during absences from regular shifts due to the injury/occupational disease, for as long as such job related injury/occupational disease continues, subject to a maximum limit of one (1) calendar year from the determined L&I Claim Date, plus one day. This calendar year of ODA eligibility

AGREEMENT BETWEEN THE CITY OF RICHLAND AND IAFF-BATTALION CHIEFS, LOCAL No. 1052**2022****Page 4**

includes any amount of time the employee worked on a regular duty or on a light duty assignment during that calendar year. After one calendar year, the employee shall be eligible for consideration of time loss payments for the L&I claim, when time loss is approved by the Department of Labor & Industries, Workers' Compensation division.

- 6.2.3 The shift of injury is considered hours worked and is paid at one hundred percent (100%) of the employee's straight time wages and normal additional pay and benefits. This day is not counted against the ODA one-year maximum.
- 6.2.4 The employee shall receive one hundred percent (100%) of the employee's straight time wages and normal additional pay and benefits after the employee has missed two (2) scheduled shifts for 24-hour shift employees, or four (4) scheduled shifts for forty (40) hour employees, retroactive back to the first full shift missed. If an employee is not absent for more than two (2) scheduled shifts or four (4) scheduled shifts as described above, the employee shall not be eligible for ODA benefits for the days missed, unless the employee later misses shifts which trigger eligibility within the one calendar year eligibility period of the claim.
- 6.2.5 For the remaining shifts within the ODA calendar year, ODA benefits shall be equal to eighty percent (80%) of regular straight time wages plus normal additional pay and benefits for shifts missed. The employee may choose to make up the remaining twenty percent (20%) of the regular straight time wages with accrued or accumulated sick leave, vacation leave, or State Sick Leave.
- 6.2.6 During the period of ODA, the employee shall continue to accrue all leaves they would have otherwise accrued at a full, unreduced accrual level when the employee is on one hundred percent (100%) pay. When the employee is on eighty percent (80%) pay, their leave accruals shall be reduced to eighty percent (80%) of normal accrual, unless the employee elects to supplement their pay to one hundred percent (100%) using available leaves.
- 6.2.7 Employees on ODA shall receive full, unreduced holiday pay when a holiday occurs while on ODA. The occurrence of a holiday during an employee's ODA leave does not extend the one (1) calendar year ODA maximum by an additional day.
- 6.2.8 The ODA wage is considered "kept on salary" for purposes of time loss compensation. Therefore, applicable payroll deductions and contributions, voluntary or otherwise, will only be subtracted from the portion of ODA which is in excess of time loss benefits, and from any optional leave supplement to ODA the employee may have elected when at the eighty percent (80%) ODA benefit level.

AGREEMENT BETWEEN THE CITY OF RICHLAND AND IAFF-BATTALION CHIEFS, LOCAL No. 1052**2022****Page 5**

- 6.2.9 Except for taxes and LEOFF retirement contributions, all other applicable payroll deductions and contributions, voluntary or otherwise, shall be subtracted from ODA wages that are equal to time loss benefits. Employees may elect to make LEOFF retirement contributions from ODA wages and thereby continue to earn service credit hours for the ODA wage periods.
- 6.2.10 ODA wages in excess of time loss benefits, and optional leave supplement to ODA the employee may have elected when at the eighty percent (80%) ODA benefit level, are taxable wages and subject to required LEOFF retirement contributions.
- 6.2.11 When the employee has insufficient eligible wages to cover the employee's deductions and contributions, the employee shall pay the balance of only the required deductions and contributions directly to the City each pay period. Voluntary contributions shall cease until and unless the employee's eligible wages are sufficient each pay period.
- 6.2.12 The City may elect to pay the required deductions and contributions on the employee's behalf. Such payment is contingent upon the employee providing written pre-authorization for the City to deduct from the employee's future wages or the cash value of other available benefits. The employee must also agree in advance to repay the City for required deductions paid on the employee's behalf by direct payment to the City, should insufficient wages or benefits be available with which to repay the City. Such repayment shall occur upon the employee's return to work or separation from employment, in accordance with a schedule determined by the City.

6.3 Returning to Work from Occupational Leave

Employees absent from any portion of one or more normally scheduled shifts due to an approved or pending-approval of an occupational illness or injury leave must receive clearance by the City before returning to duty. Clearance process and documentation requirements are determined by the City, and may include documentation from the employee's healthcare provider(s) and/or, at the City's expense and choice, documentation from the City's choice of designated healthcare provider(s) when the City determines a medical second opinion is appropriate.

- 6.3.1 Employees may be returned to full and unrestricted duty, modified duty, or full duty within a work hardening progression. If more than one employee is eligible for and agrees to an occupational modified duty assignment, the City shall split available work as evenly as possible among the eligible employees assigned to modified duty.
- 6.3.2 Work hardening progression occurs for a period of no more than two (2) weeks, during which the employee shall gradually increase their performance of full duty assignments on their normal shift. Work hardening is not used when the employee

AGREEMENT BETWEEN THE CITY OF RICHLAND AND IAFF-BATTALION CHIEFS, LOCAL No. 1052**2022****Page 6**

is restricted from their normal duty. Rather, work hardening is a brief period during which the employee is released to return to full duty but is required to gradually progress to full performance of duties at a gradually increasing pace within the two (2) week period approved by the designated healthcare provider(s). Employees on work hardening progressions are not considered part of minimum staffing.

- 6.3.3 Modified duty may include reduced hours; reduced work tasks; reassignment temporarily to work tasks not normally performed by the employee; medical rehabilitation to a maximum of two hours per day; or other approved job modifications; and shall not last longer than three (3) calendar months unless approved by the Human Resources Director and Department Director. Modified duty assignments are completed on the employee's regular shift or, upon approval of the healthcare provider(s) and the Department Director, on an alternate shift. Shift employees assigned to a day schedule on a modified duty assignment while on occupational disability allowance shall revert to the day shift accrual rates for the duration of the day shift assignment, and shall follow the formula for leave conversion as defined in [Article 23](#), and shall receive State Sick Leave accrual from the beginning of the modified duty assignment. Employees on modified duty are not considered part of minimum staffing.
- 6.3.4 A modified duty job description detailing the proposed work the employee shall perform is developed from the designated healthcare provider(s) report detailing the employee's limitations and restrictions, as well as operational needs. The modified duty hours shall not exceed the employee's normal scheduled hours each shift. The designated healthcare provider and the City must approve the modified duty job description. Following this approval, the modified duty assignment must be offered and accepted by the employee prior to the employee returning to work.
- 6.3.4.1 Employees declining modified duty job description assignments shall lose eligibility for time loss, and, as a consequence, shall lose eligibility for ODA. These employees shall remain eligible for other benefits allowed under the claim.
- 6.3.5 Employees shall not be required to report for modified duty assignments during any period that the employee had, prior to the disability, scheduled as a first (1st) or second (2nd) pick of vacation, as provided by the department vacation policy. The employee, at their option, shall be placed on vacation leave as previously scheduled and shall use accrued vacation leave for all hours of those scheduled days off.
- 6.3.6 Employees must comply with the requirements of the modified duty or may be removed from the assignment, in order to protect the employee from potential re-injury, aggravation of injury, or slowing of the employee's recovery and reintegration into the workforce.

AGREEMENT BETWEEN THE CITY OF RICHLAND AND IAFF-BATTALION CHIEFS, LOCAL No. 1052

2022

Page 7

6.3.6.1 Employees who do not comply with modified duty or work hardening assignments and requirements shall lose eligibility for continued ODA benefits. These employees will also not be eligible for time loss benefits but shall remain eligible for other benefits allowed under the claim.

6.4 Reoccurrence of Occupational Illness or Injury

When an employee has returned to full, unrestricted duty from an occupational claim that has been closed by the Department of Labor & Industries (“L&I”), and L&I subsequently reopens the original claim, the reopened claim shall be treated as a new claim for purposes of ODA benefits.

6.5 Occupational Illness or Injury Extending Past One Year

6.5.1. When an employee’s occupational illness or injury leave extends beyond one (1) calendar year, the employee shall no longer receive ODA, and shall be eligible for time loss benefits when approved under the claim.

6.5.1.1 While on time loss benefits, neither the City nor the employee shall make LEOFF retirement plan contributions, and the employee shall not earn service credit. The employee may choose to “buy back” service credit when allowed by the Department of Retirement Systems rules.

6.5.2 When an employee has been determined through the claim process to be unable to return to the job they held when they were injured/illness, the City will retain the employee through their period of ODA benefit entitlement. The employee may choose to initiate separation of their employment for medical reasons, and in such cases the City shall provide the employee the remaining ODA wage benefits that are in excess of time loss wages, and proceed with separation of the employee. The employee may then receive time loss wages and other benefits if authorized through the claim.

6.5.3 An employee who has exceeded one (1) calendar year on an occupational leave shall retain continued employment only when on a medical leave approved by the Human Resources Director and Department Director. The decision to continue employment shall include considerations of operational need, the prognosis of and timeframe anticipated for returning to the employee’s job of injury/illness, the employee’s skillset and potential for performance of other jobs in the City or Department, and other considerations of the City. A decision to continue employment under this Section is not binding, and may be amended or rescinded by the City as deemed appropriate at any time.

6.5.3.1 An employee who’s employment has not been extended as described in 6.5.2 may be retained as an employee with no entitlement to the

employee’s job of injury, while a determination and decision is made regarding the availability and appropriateness of other employment and rehabilitation options.

6.6 Non-occupational Illness, Injury and Returning to Work

The City provides and administers various forms of paid and unpaid leave for employees ill or injured in non-occupational circumstances. Employees are entitled to paid time off as specified in this Agreement, to include sick leave and vacation leave or other time off as provided. Employees may also be entitled to State and/or Federal leave, as referenced in [Article 22](#).

6.6.1 Employees on a non-occupational illness or injury who desire modified duty assignment or work hardening progression shall be subject to the same return to work process and approvals as described in this Article for occupational illness or injury and returning to work, when available and at the discretion of the Department Director. Additionally, priority for modified duty is always given to employee(s) on occupational modified duty, and employees on approved non-occupational modified duty may have their assignment ended should the need for an occupationally-injured employee arise. Such employees shall be paid their regular wage during hours they are assigned to an approved non-occupational modified duty or work hardening progression assignment.

6.6.2 Modified duty for non-occupational illness or injury is available only to employees having sick or annual leave time available and shall not constitute a position nor extend beyond available paid leave time.

ARTICLE 7 -- HOLIDAYS

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

7.2 The following holidays are recognized:

- | | |
|------------------|------------------------|
| New Year’s Day | Veteran’s Day |
| President’s Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Eve |
| Labor Day | Christmas |
| Floating Holiday | |

Each of the above-listed holidays, except for Christmas and New Year's Day, shall be observed on the same day that the City observes the holiday. The Christmas holiday shall

AGREEMENT BETWEEN THE CITY OF RICHLAND AND IAFF-BATTALION CHIEFS, LOCAL No. 1052

2022

Page 9

be observed on December 25th of each calendar year, and the New Year's Day holiday shall be observed on January 1st of each calendar year.

- 7.3 The floating holiday shall be paid during the pay period of the employee's choice, as indicated on the employee's time card. All employees shall schedule their floating holiday in a pay period in the year it is accrued. The employee receiving the holiday pay shall be on the same work routine as the remainder of the shift.
- 7.4 Twenty-four (24) hour shift personnel shall be paid fourteen (14) hours pay at their regular rate of pay for each recognized holiday during the pay period in which the holiday falls, in addition to the employee's regular pay.
- 7.5 An employee on any leave except "leave without pay" shall receive holiday pay for any and all holidays occurring during the term of said leave (this includes Occupational Disability Allowance Time listed in [Article 6](#)).
- 7.6 Forty (40) hour week (day-shift) personnel shall receive the above holidays (Section 7.2) off. In the event a holiday should fall on the employee's regularly scheduled day off, the employee shall receive another regularly scheduled workday off in lieu of the holiday.

ARTICLE 8 -- UNION BULLETIN BOARDS

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

ARTICLE 9 -- CITY RIGHTS AND RESPONSIBILITIES

- 9.1 Subject to the provisions of this Agreement, the Union recognizes:
- A. The prerogatives of the City to operate and manage its affairs in all respects and in accordance with its responsibilities and powers and;
 - B. That the City reserves those rights concerned with the management and operation of the department which includes, but is not limited to the following:
 - a) To recruit, assign, transfer, and promote members to the positions within this department,
 - b) To suspend, demote, discharge, or take other disciplinary actions against members for just cause,
 - c) To determine methods, means, and personnel necessary for the department operations,
 - d) To control the Department Budget,

AGREEMENT BETWEEN THE CITY OF RICHLAND AND IAFF-BATTALION CHIEFS, LOCAL No. 1052

2022

Page 10

- e) To take lawful actions, not in violation of this Agreement, in order to assure the proper functions of the Department.

ARTICLE 10 -- PREVAILING RIGHTS

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

ARTICLE 11 -- PERFORMANCE OF DUTY - RULES AND REGULATIONS

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

AGREEMENT BETWEEN THE CITY OF RICHLAND AND IAFF-BATTALION CHIEFS, LOCAL No. 1052

2022

Page 11

ARTICLE 12 -- UNIFORMS

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

ARTICLE 13 -- SHIFT TRADES

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

ARTICLE 14 -- PERSONNEL REDUCTION

- 14.1 In the case of personnel reduction, the employee having the least seniority in the classification of Battalion Chief shall be reduced in rank to the prior rank of each employee impacted. If time in position is equal, scores on the certification list(s) shall govern, such that the employee with the lowest score on the most recent certification list shall be reduced in rank first. If scores on the certification list are equal, then time in the Fire & Emergency Services Department shall govern such that the employee with the least time shall be reduced in rank first.
- 14.2 When employees are laid off, their names shall be placed on an employment list in order of seniority, with the employee having the most seniority at the head of the list, and the person with the least seniority at the bottom. This list shall stand for a period of two (2) years and no new employees may be hired during that period until the laid-off personnel have been given the opportunity to return to work.
- 14.3 Persons being re-promoted to positions held prior to being reduced-in-rank shall be re-promoted in the reverse order from which they were reduced in rank.

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

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

ARTICLE 16 -- VACANCIES AND PROMOTIONS

- 16.1 The right to determine whether or not a vacancy in any position covered by this Agreement is to be filled, and, if so, when, is vested solely in the City.
- 16.2 If a permanent vacancy should occur, the City may not through a series of "out of classification" appointments avoid promoting individuals to gain advantage of the lower pay scale provided by this Article.
- 16.3 All vacancies shall be filled through a competitive examination process determined by the City of Richland Personnel Committee. Promotional testing for the rank of Battalion Chief shall be conducted every other May, beginning May 2019. Upon notice to the Union, the month of the promotional testing may be moved to an alternate month or cancelled for that year.
- 16.4 When it is determined by the City that a vacancy in a position covered by this Agreement is to be filled, appointment to the position shall be made by the appointing authority from among the top three (3) names on the certification list established for the position. If requested by the employee(s), the appointing authority, for informational purposes only, shall give the passed-over candidate(s) valid written reasons for not being selected.
- 16.5 The provisions of this Article do not apply to the filling of vacancies in positions not covered by this Agreement. See Section 1.1.
- 16.6 Should a member choose to relinquish their rank of Battalion Chief, they shall be reduced in rank to the rank they held prior to their promotion to Battalion Chief. The reduction in rank shall not occur until the Director has selected a replacement Battalion Chief. Such a relinquishment will not result in an additional FTE for the Department, unless approved by the Director and City Manager.

ARTICLE 17 -- GRIEVANCE PROCEDURE

- 17.1 A grievance means a claim or dispute by one (1) employee or group of employees with respect to the interpretation and application of the provision of this Agreement. Any issue that has been submitted to the Personnel Committee shall not be considered a grievance or subject to the grievance procedure herein and vice versa.
- 17.2 Nothing in this Agreement shall preclude the right of the two (2) parties to meet and verbally discuss the grievance in an attempt to resolve the issue.
- 17.3 Grievances as herein defined shall be processed in the following manner:

AGREEMENT BETWEEN THE CITY OF RICHLAND AND IAFF-BATTALION CHIEFS, LOCAL No. 1052

2022

Page 13

- 17.3.1 **Preliminary Procedure.** An employee or group of employees, who feel they have a grievance, may present such grievance within thirty (30) calendar days of when such matter comes to the attention of the employee. Such grievance should be submitted to the employee's supervisor who shall attempt to resolve it within twenty-one (21) calendar days after it is presented to the supervisor; provided that no grievance in this stage shall be pursued beyond the Department Director.
- 17.3.2 **Step 1.** If the grievance is not resolved in the preliminary procedure, the employee shall have ten (10) calendar days to notify the Union Grievance Committee, in which case it shall be settled in the following manner: The Union Grievance Committee, upon receiving a written and signed petition, preferably on a standard form, shall determine within ten (10) calendar days if a grievance exists. If in their opinion no grievance exists, no further action is necessary. If a grievance does exist, they shall, with or without the physical presence of the aggrieved employee, present the grievance to the Department Director in writing within fifteen (15) calendar days who shall attempt to resolve it within twenty-one (21) calendar days after it has been presented to the Director. The written grievance shall include a statement including the specific Article(s) or Section(s) of the Agreement allegedly violated, the specific facts, and specific remedy sought.
- 17.3.3 **Step 2.** If the employee or employees are not satisfied with the response of the Department Director, the written grievance may be presented to the City Manager, together with all pertinent materials, by such Union representatives within thirty (30) calendar days of receipt of the Department Director's response. The City Manager shall attempt to resolve the grievance within twenty-one (21) calendar days.
- 17.3.4 **Step 3.** Any grievance involving the interpretation or application of this Agreement, which is not resolved in accordance with the foregoing procedure, may be referred to arbitration by the Union within thirty (30) calendar days after receipt of the City Manager's answer in Step 2. The arbitrator shall be a member of the American Arbitration Association ("AAA") or Federal Mediation Conciliation Service ("FMCS") and shall be selected in accordance with the established procedures of the AAA or FMCS, depending upon which agency is used. The cost of the arbitration and the cost of the arbitrator shall be borne one-half (1/2) by the City and one-half (1/2) by the Union. Each party is responsible for its own costs and attorney's fees. The arbitrator shall render his decision based on the interpretation and application of the Agreement. The decision shall be final and binding upon the parties to the grievance, provided that the decision does not involve action by the City which is beyond its jurisdiction, and provided further that the decision of the arbiter is not arbitrary, nor capricious, nor exceeds his authority.

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

AGREEMENT BETWEEN THE CITY OF RICHLAND AND IAFF-BATTALION CHIEFS, LOCAL No. 1052

2022

Page 14

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

ARTICLE 18 -- WAGES

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

ARTICLE 19 -- HOURS

- 19.1 The hours of duty shall be approximately 48.154 hours per week as presently worked provided a total of seventeen (17) Kelly Days shall be scheduled off. Ten (10) shifts off will be periodically scheduled on a rotating basis. Seven (7) more shifts may be scheduled off, by the employee, prior to July 1, or as scheduled in a vacation pick period. Kelly Days shall be scheduled in accordance with Kelly Day and vacation policies.
 - 19.1.1 The work of day shift Battalion Chiefs shall be forty (40) hours per week. The work schedule shall normally be four (4) ten- (10) hour days. A schedule of five (5) eight- (8) hour days per week may be scheduled with the approval of the Department Director.
- 19.2 Employee structured work hours, for scheduled activities, shall be 8:00 a.m. to 5:00 p.m. Monday through Saturday. Structured work hours for Sundays shall be from 8:00 a.m. to 12 noon. Holidays except Christmas and Thanksgiving shall be from 8:00 a.m. to 12 noon. Christmas and Thanksgiving shall be from 8:00 a.m. to 10:00 a.m.
- 19.3 The Union and management recognize that time-sensitive projects, public service and education events, training and other commitments sometimes dictate that work continue into or occur during non-structured hours. Both parties agree to strive for balance in such work and the Director may authorize time during structured hours to offset time spent working during non-structured hours. Emergency readiness, incident response, and associated work shall be performed throughout the shift regardless of structured hours.

ARTICLE 20 -- FIRE EDUCATION INCENTIVE PROGRAM

- 20.1 The purpose of this program is to provide incentive pay for members of the Fire Department to seek additional education in order to meet the ever-changing needs and demands placed upon the Fire Department.
- 20.2 This program is based on college degrees within the Fire & Emergency Medical Services Administration or closely related fields of study.
- 20.3 All applications for education incentive shall be presented to the Fire & Emergency Services Director for approval. Personnel achieving an approved Associate’s or Bachelor’s degree shall be paid the percentage indicated in Article 20.4 for said degree.
- 20.4 Approved degree fields for Education Incentive pay include: Fire Service Administration, EMS Administration, Business Administration, Public Administration, and Healthcare Administration, or equivalent as approved by the Fire & Emergency Services Director. Degrees must be attained from a Regionally Accredited College or University in order to qualify for Education Incentive pay.
- 20.5 Requirements for Education Incentive Pay

<u>% OF BASE PAY</u>	<u>BA/BS DEGREE/CREDITS</u>
5%	Approved AA degree or 50% BA/BS credit requirements
10%	Approved BA/BS Degree

- 20.5.1 Completion of an A.A. or A.A.S. degree within the approved degree fields identified in 20.4, or an A.A.S. degree in Fire Science, or equivalent fire science degree as determined by the Director, is eligible for 5% incentive education pay.
- 20.5.2 For those programs that do not require an AA degree as part of the Bachelor’s degree, upon 50% completion of an approved Bachelor’s degree, employees may submit a transcript demonstrating that all classes have been passed with at least a 2.0, and a letter from the institution stating that at least 50% of the Bachelor’s degree credits have been successfully completed to qualify for 5% education incentive pay.
- 20.5.3 Completion of an approved Bachelor’s degree qualifies the employee for 10% incentive education pay.
- 20.5.4 To receive Fire Education Incentive Pay, bargaining unit members must provide a diploma, or transcript and letter of 50% completion as outlined in Article 20.5 from a regionally accredited college or university. The effective date of education incentive pay begins the date that all applicable documentation is submitted to the Fire & Emergency Services Director or their support staff.

AGREEMENT BETWEEN THE CITY OF RICHLAND AND IAFF-BATTALION CHIEFS, LOCAL No. 1052**2022****Page 16**

20.5.5 All members of the bargaining unit in classifications covered by this labor agreement are eligible to participate in the Education Incentive Program.

20.6 Education Incentive Pay Program transition

20.6.1 The program outlined in this CBA becomes fully implemented on January 1, 2019. All employees receiving education incentive pay at previous 1% increments on January 1, 2019 shall not suffer a reduction in existing percentage of compensation because of the agreed upon revisions. However, eligibility for any further increases shall be contingent upon meeting the requirements of the updated program set forth above.

20.6.2 A transition period for incumbent employees (employed as of January 1, 2019) will allow employees to either choose to move to the updated incentive education program or continue under the education incentive program outlined in Section 20.7, Grandfathered Education Incentive Education, below, for the duration of this CBA. On January 1, 2022, education incentive pay will be frozen at the level submitted and approved for those employees who have not completed an approved degree. After that date, additional education incentive pay will be subject to the current program parameters.

20.7 Grandfathered Education Incentive Program

20.7.1 This program is based on college units and college degrees within the Fire Service as defined under a Fire Science/Fire Administration Program curriculum. Subjects not related directly to the fire field but part of the requirements or electives towards a degree shall be counted as a part of this program as defined in Section 20.5.

20.7.2 All applications for education incentive shall be presented to the Fire & Emergency Services Director prior to becoming eligible for credit under this program. Personnel achieving an Associate or Bachelor Degree in Fire Science/Fire Administration shall be paid the percentage indicated in 20.5 for said degree.

20.7.3 When a Battalion Chief has not received a degree, courses/credits completed will be accepted under this program as set forth below.

20.7.4 Requirements for Education Incentive Pay

<u>% OF BASE PAY</u>	<u>AA DEGREE/CREDITS</u>	<u>BA/BS DEGREE/CREDITS</u>
1%	20% of credit requirements	10% of credit requirements
2%	40% of credit requirements	20% of credit requirements
3%	60% of credit requirements	30% of credit requirements

AGREEMENT BETWEEN THE CITY OF RICHLAND AND IAFF-BATTALION CHIEFS, LOCAL No. 1052**2022****Page 17**

4%	80% of credit requirements	40% of credit requirements
5%	AA Degree	50% of credit requirements
6%		60% of credit requirements
7%		70% of credit requirements
8%		80% of credit requirements
9%		90% of credit requirements
10%		BA/BS Degree

20.7.5 All employees receiving education incentive pay on January 1, 2007 shall not suffer a reduction in existing percentage of compensation because of the agreed upon revisions. Eligibility for any further increases shall be contingent upon meeting the requirements set forth above.

20.7.6 To receive credits for Fire Education Incentive Pay, bargaining unit members must provide a transcript and Fire Science/Fire Administration curriculum from the college issuing the transcript. A letter from the course administrator is required for determination of appropriate credit allowance. Credits offered for pay under this program must have a "C" grade average.

20.7.7 Requests for pay in excess of the 5% step level must be predicated on upper division level credits for classes that fit into a four (4) year Fire Science/Fire Administration curriculum for a four (4) year college degree. Unused service credits to the maximum of thirty (30) may be used as upper division electives if accepted by the college.

20.7.8 All members of the bargaining unit in classifications covered by this labor agreement are eligible to participate in the Education Incentive Program.

ARTICLE 21 -- SICK LEAVE**21.1 Sick Leave for LEOFF II Employees**

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

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

Twenty-five percent (25%) of unused sick leave accrued by each LEOFF II employee will be paid to the employee by the City, up to a maximum payout of \$12,000, when such employee

separates from service with fifteen (15) or more years of employment with the Richland Fire Department.

21.2 Advance of Sick Leave for New Employees

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

21.3 Employees shall be allowed to donate accrued sick leave to other employees within the bargaining unit with less than thirty-six (36) months of service. A donating employee may give to more than one (1) employee but not to exceed twenty-four (24) hours per receiving employee per year. Receiving employees can receive unspecified number of hours from various donors. Donation does not impact perfect attendance.

21.4 At the beginning of each year the City shall deposit twelve (12) hours per 24 Hour Shift bargaining unit position per year into the Union's Business Leave Bank. This will be funded by a corresponding reduction of 12 hours of sick leave from each member's accrued sick leave balance. At the beginning of each year the City shall deposit ten (10) hours per 40 Hour Day Shift bargaining unit position per year into the Union's Business Leave Bank. This will be funded by a corresponding reduction of 10 hours of sick leave from each member's accrued sick leave balance.

21.5 This bank will be used, at the discretion of the principal officers of the Union, to offset the cost of time off for Union business (attendance at the Union's associated conventions, seminars, meetings, etc.). Union Business Leave taken will be paid to the applicable employee on approved Union leave (during a normally scheduled shift) from the Union Business Leave Bank balance on an hour-for-hour basis. If the Union Business leave causes overtime, it will be taken from the Union Business Leave Bank at the overtime rate. In the event there is insufficient balance of Union Business Leave available, the employee must arrange for time off of their normal shift. Employees taking Union Business Leave are responsible for following the normal process and timing for requesting time off.

21.6 Employees working the 40-hour shift schedule shall accrue Washington's paid sick leave (State Sick Leave) in accordance with City policy. Paid sick leave accruing in accordance with Washington law and the City policy is a subset of existing Sick Leave accruals.

ARTICLE 22 -- PAID LEAVES

22.1 Vacation Leave

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

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

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

Accumulation of vacation shall not exceed 339 hours at year's end.

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

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

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

22.2 Vacation Bonus Days

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

22.3 Family Leave

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

AGREEMENT BETWEEN THE CITY OF RICHLAND AND IAFF-BATTALION CHIEFS, LOCAL No. 1052

2022

Page 20

22.3.1 40-hour week employees shall be granted forty (40) hours family leave per year. 24-hour shift employees shall be granted seventy-two (72) hours family leave per year.

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

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

22.4 Personal Business Vacation Leave

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

22.5 Twenty-four hours / ten hours (24 hrs Shift / 10 hrs Days) of the seventy-two / forty (72/40) hours may be taken at the employee's discretion. Such time must be taken in blocks of eight (8) hours or more. Vacation shall be charged at the applicable overtime rate against the employee's accrued vacation for each hour taken. Discretionary use of personal leave will impact perfect attendance. Employees transferring from days to shifts or vice-versa shall have the bonus prorated for the amount of time spent on shift.

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

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

22.6 Eligible employees will be allowed up to twelve (12) weeks of unpaid leave in accordance with the Family Medical Leave Act. The City may require an employee to use any and all accrued leave as part of the FMLA leave. Other State or Federal laws may

provide other protected paid or unpaid leave, and the provisions of this section are not intended to expand upon federal or state law.

22.6.1 Employees are entitled to receive notice of their eligibility for and right to use various State and Federal leaves. In order to ensure employees receive the required notifications from Human Resources (HR), when employees use paid or unpaid time off for absences due to their own or a family member's illness or injury exceeds three normally scheduled shifts, human resources shall be notified of the absences and anticipated return, if known. Such notification shall be provided by the employee's command staff. Additionally, the employee may choose to notify HR directly.

Employees on non-occupational sick leave for their own illness or injury who choose to utilize State or Federally protected leave concurrent with sick or other paid time off, or as unpaid leave following use of paid time off, shall be subject to the City's requirements for use of that State/Federal leave and associated City policies, to include City requirements for returning to work.

22.7 Military Leave

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

22.8 Vacation Leave Donation/Transfer

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

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

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

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

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

AGREEMENT BETWEEN THE CITY OF RICHLAND AND IAFF-BATTALION CHIEFS, LOCAL No. 1052

2022

Page 22

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

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

No City employee may intimidate, threaten or coerce any other employee with respect to donating, receiving or using leave under this program. Only the actual donations needed each pay period will be used by Finance during payroll processing. If the recipient does not use all the leave donations offered by employees, the donation form shall be destroyed by Finance.

ARTICLE 23 -- LEAVE CONVERSION AND MAXIMUM USAGE

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

The accrual rates shall be changed to reflect the appropriate rate for the position being worked on the last day of each month. Accruals by 40-hour shift employees who then convert to a 24-hour shift shall be managed in accordance with City State Sick Leave policy.

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

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

ARTICLE 24 -- OVERTIME PAY

- 24.1 All overtime work for 24-hour shift employees shall be compensated at one and one-half (1.5) times the regular hourly rate of pay, except as provided in Section 24.1.1 and 24.1.2 and subsections thereof.
- 24.1.1 For bargaining unit members regularly working a 40-hour base week, who are on a scheduled leave or day off and assigned to a shift for overtime, shall be paid at 1.5 times their current rank equivalent for an Operations Division employee's rate of pay (at the appropriate step) calculated on a 2504 scheduled hours work year (48.154 hours per week x 52 weeks per year).
- 24.1.2 Classroom time or other related preparation time, outside of normal working hours, for department-*required* training, training related to maintaining EMS, Haz Mat, and TRT certifications as outlined in [Articles 28, 34, and 38](#), and training required as part of individual staff assignments (i.e. SCBA Technician, Fire Investigator, SME, etc.) shall be compensated at the employee's regular overtime rate. Course registration, fees, travel, or other related costs are addressed by Department policies.
- 24.1.2.1 Classroom time or other related preparation time, outside of normal working hours, for training that is not *required* but nonetheless the employee has been approved to attend and is directly related to the employee's current work shall be compensated at the Training Rate of one and one-half (1.5) times the current minimum wage rate. Course registration, fees, travel, or other related costs are addressed by Department policies.
- 24.1.2.2 Classroom time or other related preparation time, outside of normal working hours, which is for purposes of promotional preparation, development of skills outside the scope of current work, training that is primarily for the benefit of the employee and not the city, attainment of certifications outside the scope of current work, and formal education (i.e.

AGREEMENT BETWEEN THE CITY OF RICHLAND AND IAFF-BATTALION CHIEFS, LOCAL No. 1052

2022

Page 24

for-credit college courses) shall be non-compensable. Course registration, fees, travel, or other related costs are addressed by Department policies.

24.1.2.2.1 When registration for an otherwise non-compensable course (as described under 24.1.2.2, above) requires the employee to obtain Richland Fire Department approval in order to attend, the Department's approval shall not be construed so as to change the nature of the course from non-compensable to compensable. The employee's attendance at the course does not constitute a work assignment and is non-compensable.

24.1.3 When mutually agreed, the City may grant day shift employees (40 hour per week workers) compensatory time off in lieu of overtime pay. Such compensatory time shall be granted at 1-1/2 times overtime hours worked and shall be scheduled for use at a time, which is mutually agreeable to the City and employee. In no event shall compensatory time accrual exceed two hundred (200) hours; and compensatory time shall either be used, or overtime hours be paid at 1-1/2 times the regular hourly rate of pay, within 12 months of when the overtime was performed.

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

24.2 The parties agree to the current departmental Battalion Chief Overtime Policy, except to the extent it is in conflict with this Article.

24.3 In the absence of the Operations Battalion Chief scheduled to be on duty, resultant overtime shall first be offered to a qualified Battalion Chief at the Shift Battalion Chief overtime rate listed in Section 24.1. If a qualified Battalion Chief does not fill the position, then a qualified member of the Firefighters' (Rank and File) bargaining unit may fill the position.

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

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

ARTICLE 25 – INSURANCE

25.1 Health Insurance

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

AGREEMENT BETWEEN THE CITY OF RICHLAND AND IAFF-BATTALION CHIEFS, LOCAL No. 1052**2022****Page 25**

- 25.1.1 During the term of this agreement, unless otherwise indicated per [Appendix "B"](#), the employee shall contribute 1.75% of "F" step rate of firefighter/EMT monthly base salary towards the cost of the PPO+ Plan and then towards the LEOFF Health and Welfare Trust 6B plan upon its effective date. The City will contribute the balance of the cost. Additionally, unless otherwise indicated per [Appendix "B"](#), the City will cover the 1.75% cost of an employee only designation. All bargaining unit members will transfer medical and vision coverage to the LEOFF Trust Plan 6B effective February 1, 2012. IAFF members shall retain the City medical plan for the month of January 2012.
- 25.1.2 In conjunction with the IAFF members transfer to the LEOFF Trust Plan, an individual Health Reimbursement Account ("HRA") shall be established with A.W. Rehn and Associates. Annual contributions will be prorated and contributed monthly by the City for each bargaining unit member as follows:
- a) An HRA annual contribution in the amount of \$4,500.00 will be made by the City for each member with dependent(s), \$2,250.00 contributed for each member without dependents. HRA set up and annual fees shall be paid by the City, not to include an HRA debit card, which shall be borne by the employee. The HRA contributions will be prorated for all future members hired or terminated during the term of this agreement.
- 25.1.3 At the end of each annual claim submission period as determined by A.W. Rehn and Associates, excess monies in each HRA account will roll into an individual Health Savings Account ("HSA")/Voluntary Employee Benefit Association ("VEBA") account. All fees associated with said HSA/VEBA will be at the expense of the member.
- 25.2 Dental Plan
The City will pay for a dental plan which covers the employee and all of the employee's eligible dependents.
- 25.3 Vision Plan
Vision benefits are included through the LEOFF Health and Welfare Trust 6B Plan. The cost of the City's vision insurance plan will be part of the cost of medical coverage used in [Appendix "B"](#).
- 25.4 Life and Accidental Death & Dismemberment Insurance
The City will maintain basic Life and Accidental Death & Dismemberment ("AD&D") policies which provide an employee death benefit equal to two (2) times an employee's annual base salary, and a nominal basic life insurance benefit for spouse and child/ren. The City shall offer an employee paid supplemental life and AD&D benefit.

AGREEMENT BETWEEN THE CITY OF RICHLAND AND IAFF-BATTALION CHIEFS, LOCAL No. 1052**2022****Page 26****25.5 Post-Employment Health Program**

During discussions for contracts effective in 2003, the City offered all bargaining units an irrevocable and one time opportunity to fund a post-employment health program. In lieu of participation and the long term funding requirements for this new benefit program, IAFF Local 1052 elected to take additional wages. As a result, it is understood that IAFF Local 1052 members are not, nor shall at any time in the future be, eligible to participate in the City's post-employment health benefit program.

ARTICLE 26 -- PRODUCTIVITY

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

ARTICLE 27 -- NOTIFICATION OF ABSENCE

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

ARTICLE 28 -- MEDICAL CERTIFICATION/RECERTIFICATION AND TRAINING

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

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

ARTICLE 29 -- TERMS OF SUCCESSORSHIP

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

ARTICLE 30 -- PROBATIONARY PERIOD

- 30.1 Newly promoted Battalion Chiefs shall serve a twelve (12) continuous month probationary period. If the six (6) month appraisal is satisfactory, the officer will receive a merit increase to the next higher step. Probationary employees who take any type of continuous paid or unpaid leave greater than ninety (90) calendar days during their probationary period shall have their probation extended for the same number of calendar days the employee was on leave, for each 90-day or greater leave period.

ARTICLE 31 -- TERM OF AGREEMENT

- 31.1 This Agreement shall be for a term of one year commencing January 1, 2022, through December 31, 2022.

ARTICLE 32 -- SAVINGS CLAUSE

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

ARTICLE 33 -- LONGEVITY PAY

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

ARTICLE 34 -- HAZARDOUS MATERIALS TEAM

- 34.1 The City agrees to pay for one (1) bargaining unit member specialty pay for leadership on the Tri-County Hazardous Materials Response Team ("HMRT"). Such pay shall be equal to three and one-half percent (3.5%) of top step Firefighter pay per month starting the date the Director assigns the BC to the HMRT team. The BC shall play a leadership, liaison, and

AGREEMENT BETWEEN THE CITY OF RICHLAND AND IAFF-BATTALION CHIEFS, LOCAL No. 1052

2022

Page 28

coordinator role on the team, though may elect to participate in various training required of regular team members selected from the Rank and File Unit.

- 34.2 When there is no BC member on the HMRT, the City shall post a notification of an opening for a period of two (2) weeks (14 calendar days). A BC shall be selected from applications received by the Director, who shall determine the manner of the application and related materials to be submitted. Selection of a Battalion Chief shall be at the sole discretion of the Director.
- 34.3 The selected BC shall remain on the HMRT for a minimum of two (2) years. The BC may be removed from the team if a problem or condition occurs, at the discretion of the Director. A BC may resign from the team prior to two years of membership by notifying the Director in writing. Should the City withdraw from participation on the HMRT and cease to provide that service, then the BC shall cease to receive the additional pay for membership on this team.
- 34.4 Off-duty BC team members shall be paid at their regular overtime rate of pay for the following items:
- a) All emergency response time;
 - b) Required HMRT meetings;
 - c) All required training time (drills and classes).

An on-duty BC of the HRMT shall be replaced as needed for required meetings and required training. Said training and meetings shall not impact other BC bargaining unit member's rights to use their leaves (including moving of Kelly Days).

- 34.5 The responsibility and authority for the operation of the HMRT, including policies and procedures, rests solely with the Board of Directors.
- 34.6 If significant changes to the related conditions or procedures are proposed or enacted, this Article will be reopened at the request of either the City or the Union to negotiate the impact of such changes.

ARTICLE 35 -- AGREEMENT TO BARGAIN

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

ARTICLE 36 -- GROOMING STANDARDS

- 36.1 The uniformed members of the Richland Fire & Emergency Services Department will maintain a standard of grooming and a reasonable uniformity of appearance, as defined in the Department policy. The policy addresses both safety standards as well as ensuring employees impart to the public we serve an image of competence, efficiency and pride in the City and the Department. The policy shall ensure employees are groomed in such a way as to inspire confidence by the public.

ARTICLE 37 -- DRUG & ALCOHOL TESTING POLICY

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

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

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

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

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

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

- 37.2 Where a supervisory employee of the City has a reasonable suspicion to believe an employee is under the influence of alcohol or illegal drugs, or is using illegal drugs, the employee in

AGREEMENT BETWEEN THE CITY OF RICHLAND AND IAFF-BATTALION CHIEFS, LOCAL No. 1052

2022

Page 30

question will be asked to submit to discovery testing including, breath tests, urinalysis and/or a blood screen to identify any involvement with alcohol or illegal drugs.

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

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

Reasonable Suspicion:

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

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

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

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

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

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

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

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

- 1) The employee shall be given an opportunity to confer with a Union representative if one is readily available and the employee has requested said conference.
- 2) The employee shall be given an opportunity to explain the reasons for the employee's condition, such as reaction to a prescribed drug, fatigue, exposure to toxic substances, or any other reasons known to employee to the test administrator. The City and a Union representative may be present during this discussion.
- 3) The City may request urine and/or blood samples.
- 4) Urine and blood samples shall be collected at a local laboratory, hospital or medical facility. The City shall transport the employee to the collection site. The City and/or Union representative may be allowed to accompany the employee to the collection site and observe the bottling and sealing of the specimen. The employee shall not be observed by the City when the urine specimen is given.
- 5) All specimen containers and vials and bags used to transport the specimen shall be sealed to safeguard their integrity, in the presence of the City, employee and the Union representative and proper chain-of-custody procedures shall be followed.
- 6) The drug tests of the specimen shall be conducted by the PAML Laboratory in Spokane, Washington.
- 7) If a specimen tests positive in an immunoassay screen test, the results must be confirmed by a gas chromatography/mass spectrometry tests. The specimen must show

positive results on the GC/MS (gas chromatography/mass spectrometry) confirmatory test to be considered positive.

- 8) At the employee's or the Union's option, a sample of the specimen may be requisitioned and sent to a laboratory chosen by the Union for testing. The cost of this test will be paid by the Union or the employee. Failure to exercise this option may not be considered as evidence in an arbitration or other proceeding concerning the drug test or its consequences. The results of this second test shall be provided to the City.
 - 9) The City, the employee and the Union shall be informed of the results of all tests, and provided with all documentation regarding the tests as soon as the test results are available by the Medical Review Officer (MRO).
- 37.5 The Medical Review Officer shall be chosen and agreed upon between the City and the Union. The role of the MRO will be to review, interpret and confirm positive test results and communicate the results as previously specified. The MRO shall review all pertinent medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication.
- 37.6 If the results of the drug test are positive, and support a conclusion that the employee used an illegal drug, or reported to work while under the influence of alcohol, the employee may be subject to discipline including immediate discharge.
- 37.7 The employee has the right to challenge any discipline imposed in the same manner that the employee may grieve another Employee action.
- 37.8 Changes to this Article regarding applicable statues and DOT standards pertaining to substance abuse and a drug free workplace will be addressed in labor management.

ARTICLE 38 -- TECHNICAL RESCUE TEAM

- 38.1 The City agrees to pay specialty pay for one (1) bargaining unit member's participation on the Technical Rescue Team ("TRT"). Such pay shall be equal to three and one-half percent (3.5%) of top step Firefighter pay per month. The Director assigns the BC to the TRT. The BC shall play a leadership, liaison, and coordinator role on the team, though may elect to participate in various training required of regular team members.
- 38.2 When there is no BC member on the TRT, the City shall post an opening for a minimum of two weeks (fourteen (14) calendar days). A BC shall be selected from applications received by the Director. Selection of a BC shall be at the sole discretion of the Director.
- 38.3 The selected BC shall remain on the TRT for a minimum of two (2) years. The BC may be removed from the team if a problem or condition occurs, at the discretion of the Director.

AGREEMENT BETWEEN THE CITY OF RICHLAND AND IAFF-BATTALION CHIEFS, LOCAL No. 1052

2022

Page 33

- 38.4 A BC may resign from the TRT prior to two (2) years of membership by notifying the Director in writing. Should the City withdraw from participation in the TRT and cease to provide that service, then the BC shall cease to receive the additional pay for membership on this team.
- 38.5 Off-duty BC team members shall be paid at their regular overtime rate of pay for the following items:
- a) All emergency response time;
 - b) Required TRT meetings;
 - c) All required training time (drills and classes).

An on-duty BC of the TRT shall be replaced as needed for required meetings and required training. Said training and meetings shall not impact other bargaining unit member's rights to use their leaves (including moving of Kelly Days).

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

ARTICLE 39 -- DEFERRED COMPENSATION

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

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

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

ARTICLE 40 -- WSCFF MEDICAL EXPENSE REIMBURSEMENT PLAN

- 40.1 The City shall contribute \$75 per month, per BC bargaining unit member to the Washington State Council of Firefighters Medical Expense Reimbursement Plan ("MERP").
- 40.2 The maximum contribution by the City is fixed at \$75 per month per BC bargaining unit member, and shall not increase at any time.

AGREEMENT BETWEEN THE CITY OF RICHLAND AND IAFF-BATTALION CHIEFS, LOCAL No. 1052

2022

Page 34

- 40.3 The Union and the Employees agree to hold the Employer harmless and indemnify the Employer from any and all liability, claims, demands, lawsuits, and/or losses, damage, or injury to persons or property, of whatsoever kind, arising from and in any way related to the implementation and administration of the MERP. The Union and Employees, shall be one hundred percent (100%) liable for any and all liabilities inclusive of any federal, state, or local agency determination regarding any liabilities that arise out of the MERP. The Union and Employees shall be liable for any and all tax penalties, as well as any other liabilities arising out of the implementation and administration of the MERP.
- 40.4 Under no circumstances whatsoever will the Employer be liable for direct pay any MERP benefit to the employees and/or retired employees and/or their beneficiaries.

ARTICLE 41 -- PERSONNEL RECORDS

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

ARTICLE 42 -- NO SMOKING

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

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

ARTICLE 43 -- WELLNESS/FITNESS PROGRAM

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

AGREEMENT BETWEEN THE CITY OF RICHLAND AND IAFF-BATTALION CHIEFS, LOCAL No. 1052


2022

Page 35

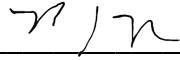
IN WITNESS THEREOF, the parties hereto have set their hands this 23rd day of November, 2021.

CITY OF RICHLAND, WA


IAFF,
BATTALION CHIEFS, Local No. 1052 BC




Jon Amundson, ICMA-CM Date
Interim City Manager




Ryan Nielsen Date
President, IAFF Local #1052



Tom Huntington Date
Fire Chief




Timothy Birch Date
Secretary-Treasurer, IAFF Local #1052




Lacey Paulsen Date
Human Resources Manager

ATTEST:



Jennifer Rogers Date
City Clerk

APPROVED AS TO FORM:



Heather Kintzley Date
City Attorney

AGREEMENT BETWEEN THE CITY OF RICHLAND AND IAFF-BATTALION CHIEFS, LOCAL No. 1052

2022

Page i

APPENDIX A

2022 CLASSIFICATIONS & WAGES

Effective the 1st payroll period of the 2022 payroll year (December 20, 2021), the wage schedule reflects a ten percent (10%) base wage increase above Captain base wages/steps (Note: Captain base wage increased by 3.0%).

Position	E	F
BATTALION CHIEF (24 hour)	\$9,753	\$10,190
BATTALION CHIEF (40 hour)	\$10,728	\$11,209

MEDICAL POSITION PAYS:

EMT	Add \$35.00 per month to above rate
P-1	Add 6% of top Firefighter pay to above rate
P-2	Add 12% of top Firefighter pay to above rate

APPENDIX B

LEOFF TRUST CONTRIBUTION ANALYSIS

Definitions:

- I. **Scheduled Contribution by Agreement** - 1.75% of F step rate of Firefighter / EMT monthly base salary.
- II. **Comparative Cost Analysis** - Comparison of City Self-Insured Medical and Vision costs to LEOFF Trust and HRA costs for bargaining unit members based on same census and calculated annually at renewal.
- III. **Self Insured Cost Calculation – City** - Self-Insured Medical composite rate plus the maximum liability change as calculated by Conover Insurance plus the composite Vision premium. Calculation to be based on City’s lowest deductible health plan.
- IV. **Adjusted Contribution** - LEOFF Trust and HRA expected expenses that exceed the City self-insured cost calculation by comparative cost analysis would be distributed among IAFF members as additional bi-weekly payroll deductions.
 1. Any savings illustrated by the annual evaluation of costs for the coming year will not affect a reduction in contributions below the bargaining unit agreement and will not carry over from year to year.

AGREEMENT BETWEEN THE CITY OF RICHLAND AND IAFF-BATTALION CHIEFS, LOCAL No. 1052

2022

Page iii

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

AGREEMENT BETWEEN THE CITY OF RICHLAND AND IAFF-BATTALION CHIEFS, LOCAL No. 1052

2022

Page iv

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

AGREEMENT BETWEEN THE CITY OF RICHLAND AND IAFF-BATTALION CHIEFS, LOCAL No. 1052

2022

Page v

EXAMPLE OF COMPARATIVE COST EQUATION VS. LEOFF TRUST COST			
FOR ANALYSIS # 2	FOR ILLUSTRATION ONLY		
City Self-Insured Monthly HYPOTHETICAL COMPOSITE RATE	\$1,400.00	Employee Count	MONTHLY TOTALS
Conover Benefits, Inc. % of change in the Fixed + Maximum Liability from 2011 to 2012 Based on HYPOTHETICAL RENEWAL PROPOSAL	0.50%		
COMPARATIVE COST	\$1,407.00	53	\$74,571.00
Plus Monthly Vision Costs	\$21.03	53	\$1,114.59
SUB TOTAL			\$75,685.59
Minus Monthly Tiered Contributions			
EE Only	\$90.00	5	\$450.00
EE Plus Spouse	\$110.00	6	\$660.00
EE Plus Child / Children	\$100.00	7	\$700.00
EE Plus Spouse Plus Child / Children	\$125.00	35	\$4,375.00
		TOTAL	\$6,185.00
TOTAL MONTHLY COST			\$69,500.59
LEOFF TRUST PREMIUM 2012 - NEW RATE STRUCTURE		Estimated Census	
Employee, Spouse, Child	\$1,158.98	12	\$13,907.76
Employee, Spouse, Children	\$1,296.94	23	\$29,829.62
Employee only	\$420.82	5	\$2,104.10
Employee plus Spouse	\$896.82	6	\$5,380.92
Employee plus Child	\$682.98	3	\$2,048.94
Employee plus Children	\$820.94	4	\$3,283.76
			\$56,555.10
Plus HRA Set up \$600 / 12	\$50.00		\$50.00
Plus HRA Monthly Admin	\$5.25 ppm	53	\$278.25
Plus HRA Monthly Contribution by City			
EE Only \$2250.00 / 12	\$187.50	5	\$937.50
EE Plus Family \$4500.00 / 12	\$375.00	48	\$18,000.00
SUB TOTAL			\$75,820.85

AGREEMENT BETWEEN THE CITY OF RICHLAND AND IAFF-BATTALION CHIEFS, LOCAL No. 1052

2022

Page vi

Minus Monthly Contributions	\$0.00	5	
2011 1.75% F Step ESTIMATE	\$99.56	48	\$4,778.88
TOTAL MONTHLY COST			\$71,041.97
City Self Insured Plan MONTHLY			\$69,500.59
LEOFF Trust MONTHLY			\$71,041.97
MONTHLY DIFFERENCE			\$1,541.38
City Self Insured Plan ANNUAL			\$834,007.08
LEOFF Trust ANNUAL		Minus	\$852,503.64
ANNUAL DIFFERENCE	Additional Cost		-\$18,496.56
Divided by 53 Members = \$29.08 per month Additional Contribution			

APPENDIX C

IAFF MOA#: 2018-01-IAFF BC

Memorandum of Agreement

Restructure of Bargaining Unit Work and Fire Department Personnel Structure

May 8, 2018

Updated November 23, 2021

The Richland Fire & Emergency Services Department (“RFD”) projects continued growth necessary to serve our community over the next five (5) years and beyond. This growth potentially results in additional fire stations, greater operational leadership need, and other transitions. Also, the current Battalion Chiefs (“BCs”) are all within a narrow window of projected retirements, which would result in the need for an entirely new BC team. Combined, these circumstances create the ideal opportunity to examine a restructure of RFD to maximize the effective of administrative work currently performed by BCs.

The parties recognize that transitioning bargaining unit administrative work to management is a mandatory subject of bargaining. Historically, a substantial portion of the BC unit’s administrative duties were performed by unaffiliated City employees. When those unaffiliated position vacancies were not filled due to a planned restructure, the administrative work shifted to BCs. City may choose to restructure the Department to add future unaffiliated leadership position(s), and the City desires to move certain administrative work currently performed by BCs to unaffiliated management.

This MOA fully addresses the decision, impacts and effects of the unit’s loss of such administrative work for the existing BCs. As identified below, the existing BCs shall receive the benefits identified herein beginning January 1, 2018, until otherwise negotiated by the parties.

During the period of this MOA, the City may choose to allow BCs, on a non-precedence-setting basis, to continue to perform the administrative work that has been assigned to management through this MOA. The City’s decision to assign BCs to perform this administrative work after execution of this MOA shall rest solely and unilaterally with management, whether or not the City independently and unilaterally decides to implement changes in departmental structure creating unaffiliated leadership personnel.

Key Understandings and Parameters

1. All restructure changes are the sole and unilateral decision of the City, except transferring unit administrative work from BCs to unaffiliated position(s). It is recognized by the parties

AGREEMENT BETWEEN THE CITY OF RICHLAND AND IAFF-BATTALION CHIEFS, LOCAL No. 1052**2022****Page viii**

that the City will likely need one additional FTE in a leadership role. The intent of this MOA is to add that position to unaffiliated management personnel.

Based on current workloads, there are currently no plans for reducing the number of Unit members (currently at five (5) Battalion Chiefs). It is also understood that no guarantees of future staff levels are being made through this MOA.

2. Should the City choose to employ unaffiliated management-level personnel, they will assume work of multiple areas of work currently recognized by the parties as part of Unit administrative duties, examples of which are listed below. This enables the BCs to focus more on operational matters, while remaining involved in some aspects of the administrative duties, including at the level of operational impact.
3. BC work that shall be reassigned to management includes but is not limited to:
 - a) Fire Marshal duties – it is understood that the unit will retain the Fire Marshal title and duties, and unaffiliated personnel may perform some or all of the duties without grievance or Unfair Labor Practice Charge. Oversight of the Fire Marshal shall remain outside the Unit, and it is understood that, for practical purposes, members of the Unit shall perform much of the Fire Marshal work (investigations, inspections, etc.). Further, it is understood that Rank and File personnel perform certain Fire Marshal duties, and is not impacted in any way by the transfer of work from the Unit (BCs) to management.
 - b) Oversight of the selection / assessment processes for department vacancies and special teams.
 - c) Labor relations including grievance management at the direction of the Director.
 - d) Oversight of performance management and disciplinary matters; oversight of investigations; maintenance and updating of personnel policies.
 - e) Acting Fire Chief.
 - f) Incident Command System responsibilities.
 - g) Public relations and community outreach.
 - h) Partnership and coordination with other emergency agencies related to emergency response plans.

AGREEMENT BETWEEN THE CITY OF RICHLAND AND IAFF-BATTALION CHIEFS, LOCAL No. 1052

2022

Page ix

- i) Organizational development; training and leadership development of command staff; general oversight of the training and development programs of other RFD staff.
 - j) Develop and participation in Annual Budget and Capital planning.
 - k) Analyze existing facilities, equipment and other resources and make recommendations related to long-term planning.
 - l) Liaison with other City departments, including Police, Finance, and other internal partners.
 - m) Oversight of various special projects.
4. Work in the above areas is hereafter defined, by this MOA, as unaffiliated management work. The performance of such work by individual(s) not represented by the IAFF shall not result in a grievance or an Unfair Labor Practice charge.
5. It is understood and agreed by both parties that if BCs are delegated work or participate in the execution of the above work, such work does not become work of the bargaining unit, and each instance of BCs performing such work is non-precedence setting.

Benefits in Consideration for the Transition of Work to Management

In consideration of the above transition, the Unit members shall receive the following, to be defined by the CBA, unless and until the benefits are otherwise negotiated:

Sick Leave Annual Cash Out funding VEBA Contribution

All BCs are required to participate in the annual cash out of sick leave as follows:

- i. Every December or upon retirement/separation from employment, within a payroll period defined by management, those BCs assigned to a 24-hour Shift during the designated pay period, and who have a Sick Leave balance of over 1440 hours, shall sell back 50% of the hours over 1440, to a maximum of 150 hours, which shall be placed in the members' established VEBA account.
- ii. Every December or upon retirement/separation from employment, within a payroll period defined by management, those BCs assigned to a Day Shift during the designated pay period, and who have a Sick Leave balance of over 1196 hours, shall sell back 50% of the hours over 1196, to a maximum

AGREEMENT BETWEEN THE CITY OF RICHLAND AND IAFF-BATTALION CHIEFS, LOCAL No. 1052

2022

Page x


of 124 hours, which shall be placed in the members' established VEBA account.

iii. The above maximum hours presumes the conversion method identified in Section 23.2 has been applied.

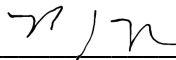
iv. No individual elections or opt-outs are allowed.

For the City of Richland:


For the IAFF, Local No. 1052:




Jon Amundson, ICMA-CM Date
Interim City Manager




Ryan Nielsen Date
President, IAFF Local #1052



Tom Huntington Date
Fire Chief



Timothy Birch Date
Secretary-Treasurer, IAFF Local #1052



Lacey Paulsen Date
Human Resources Manager

RESOLUTION NO. 143-21

A RESOLUTION of the City of Richland approving the 2022 Collective Bargaining Agreement with the International Association of Fire Fighters Union, Local No. 1052 - Battalion Chiefs, and authorizing periodic memorandums of understanding.

WHEREAS, the City of Richland desires to attract and retain qualified employees and maintain harmonious relations between the City and the International Association of Fire Fighters Union, Local No. 1052 - Battalion Chiefs (IAFF-BC); and

WHEREAS, the current Collective Bargaining Agreement (CBA) between the City and the IAFF-BC expires December 31, 2021; and

WHEREAS, the parties to the existing CBA have agreed to a new one-year contract addressing wages only based on external market conditions; and

WHEREAS, the City Manager may desire to enter into memorandums of understanding periodically throughout the term of the new CBA with the IAFF-BC labor group for operational and administrative purposes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the 2022 Collective Bargaining Agreement with the International Association of Fire Fighters, Local No. 1052 – Battalion Chiefs is hereby approved.

BE IT FURTHER RESOLVED that the City Manager is authorized to sign and execute the Collective Bargaining Agreement on behalf of the City.

BE IT FURTHER RESOLVED that the City Manager or designee is authorized to enter into periodic memorandums of understanding with the IAFF-BC for operational or administrative purposes during the term of the 2022 Collective Bargaining Agreement.


BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 16th day of November, 2021.



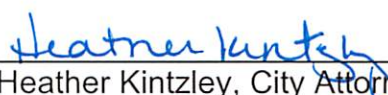
Ryan Lukson, Mayor

Attest:



Jennifer Rogers, City Clerk

Approved as to form:



Heather Kintzley, City Attorney