

AGREEMENT

BETWEEN

THE CITY OF CHENEY

AND

LOCAL #1919

**INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS**

AFL-CIO

JANUARY 1, ~~2019~~ 2022

THROUGH

DECEMBER 31, ~~2021~~ 2024

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PREAMBLE

This Agreement is entered into by and between the City of Cheney, hereinafter referred to as the "Employer," and Local #1919 International Association of Firefighters, hereinafter referred to as the "Union."

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustment of differences which may arise; and to establish proper standards of wages, hours, and other conditions of employment.

ARTICLE 1. RECOGNITION

The Employer recognizes the Union as the exclusive bargaining agent of all employees within the bargaining unit, which shall consist of all full-time paid firefighters of the City of Cheney, up to and including the rank of Battalion Chief.

ARTICLE 2. EMPLOYER SECURITY

The Union agrees to the essential nature of service provided by its members in protecting the public safety. In recognition of this fact, the Union agrees that there shall be no work interruptions, slowdowns, or strikes of any kind at any time. In the event of unauthorized interruptions, the Union agrees that it will join the Employer in requiring its members to return to work immediately. The Employer agrees that there shall be no lock-out of Fire Department employees under any circumstances.

ARTICLE 3. UNION SECURITY

~~Any regular or full-time employee who is not a member of the Union shall, as a condition of employment, pay a monthly service charge equal to the monthly union dues as a contribution towards the administration of the Agreement.~~

~~The right of nonassociation of employees is safeguarded. Such employees shall pay an amount of money equivalent to regular union dues and initiation fee to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the Union.~~

~~The employee shall furnish written proof to the Union secretary that such payment has been made by the 15th of each month.~~

~~If the employee and the Union do not reach agreement on such matters, the Public Employment Regulations Commission shall designate the charitable organization. The Union agrees to indemnify the City from any action by the members of the Union against the Union.~~

- a. The Employer recognizes that bargaining unit members of the Union may, at their discretion, become members of the Union. The Employer shall not discriminate against any Employee because of his or her membership status or Union activity.
- b. The Employer shall provide to the Union the name, address, and telephone number of all new bargaining unit Employees. As soon as practicable, the Employer shall provide an opportunity for the Union to meet with new bargaining unit members to discuss Union representation. When requested by the Union, the Employer shall provide the Union with a roster of Employees covered by this Agreement.
- c. The Union will notify the Employer of its dues and any associated membership fees. The Employer will deduct such Union dues and fees from the wages of the employees who have authorized such deductions in writing, and forward them to the Union each pay period. Each pay period the Employer will submit the dues to the address and name provided by the Union.
- d. An employee may revoke his or her authorization for payroll deduction of payments to the Union by written notice to the Employer. Upon receiving written notice that an employee is revoking his or her authorization for payroll deduction, the Employer shall immediately notify the Union. The Employer shall make every effort to end the deduction effective on the first payroll, but not later than the second payroll, after the Employer's receipt of the employee's written notice.
- e. The Union agrees to indemnify and save the Employer harmless against any liability, which may arise by reason of any action taken by the Employer to comply with the provisions of the Article, including reimbursement of any legal fees or expenses incurred in connection with such an action. The Employer will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this Article.

ARTICLE 4. DISCRIMINATION

The Employer agrees not to unlawfully discriminate against any employee for his/her activity on behalf of, or membership in, the Union. Both the Employer and the Union agree that neither shall unlawfully discriminate against any applicant or employee on the basis of his/her race, gender, religion, or creed.

ARTICLE 5. PAYROLL DEDUCTION

The Employer agrees, if authorized by the employee in writing, to deduct from the employee's paycheck and remit to the treasurer of the Union all dues, assessments, union life insurance

premiums, and/or group insurance premiums, as certified to be current by the secretary-treasurer of the Union.

The Union will notify the City in writing by the 15th of any month of any changes in payroll deductions they wish deducted on the first of the following month. The secretary-treasurer of the Union may combine other deductions under the dues deduction.

ARTICLE 6. MANAGEMENT RIGHTS

Any and all rights concerned with the management and operation of the departments are exclusively that of the Employer unless otherwise provided by the terms of this Agreement. Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on the Employer, or in any way abridging or reducing such authority. Any and all rights concerned with the management and operation of the departments are exclusively that of the Employer unless otherwise provided by the terms of this Agreement. The Employer retains all management rights granted by the Common Law, Statutes, and City of Cheney Rules and Policies. The Union recognizes the Employer's right to manage, and further, that all rights concerned with the management and operation of the City of Cheney are exclusively that of the Employer, unless otherwise specifically provided by the terms of this Agreement. The City of Cheney also possesses the sole right and authority to establish public policy and direct the operation of the City in all aspects including, but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement. The Employer shall be required to maintain discipline and efficiency, and the management rights include, but are not limited to:

- Determining the City of Cheney's mission and policy and setting forth all standards of service offered to the public
- Determining the methods, means, and number of personnel needed to carry out the City of Cheney's missions
- Planning, directing, controlling, and determining the operation of services to be conducted by the employees of the City of Cheney
- Determining which services are going to be performed
- Establishing work methods
- Establishing staffing levels
- Establishing qualifications for employment
- Directing the work force
- Making, publishing, and enforcing personnel rules and regulations
- Introducing new or improved methods, equipment, or facilities
- Contracting out for goods as provided by the policies and procedures of the City of Cheney, state law, or ordinance
- Maintaining work schedules and starting times

- Assigning work
- Disciplining, suspending, or discharging employees

The city recognizes that in accordance with Washington law, management rights shall not supersede RCW 41.56.

ARTICLE 7. PROBATIONARY PERIOD

~~All newly hired employees shall serve a continuous twelve (12) month probationary period beginning on the date of completion of the fire academy. If, for any reason, the employee fails to successfully complete the fire academy, the City reserves the right to terminate employment with or without cause. The City may separate the employment of a probationary employee at any time, with or without cause given and/or with or without notice provided during the probationary period. Such separation of employment shall not be subject to appeal through the grievance as contained in this agreement.~~

~~Upon hire by the City of Cheney Fire Department, a recruit will retain the rank of Firefighter Trainee until he/she has successfully completed a professional fire academy. After successful completion of the first available fire academy, the firefighter shall advance to the rank of probationary firefighter. Upon successful completion of the probationary period and IFSAC FFI, the probationary firefighter shall advance to Firefighter I. One year from advancement to Firefighter I and obtaining the International Fire Service Accreditation Congress (IFSAC) Firefighter II credential, the firefighter will advance to the Firefighter II rank. If an IFSAC test is unavailable within one year from obtaining Firefighter I, the union shall request to the Fire Chief that the firefighter be advanced to the rank of Firefighter II with the agreement that the firefighter shall be enrolled in the next available IFSAC Firefighter II class. If the firefighter is not able to obtain their Firefighter II credential within one year from the date of promotion to the rank of Firefighter II, then the Fire Chief can downgrade the firefighter to Firefighter I until successful completion of an IFSAC Firefighter II credential has been obtained or if an agreement, due to circumstances, has been agreed upon. All costs incurred with the certification shall be covered in full by the city.~~

~~Employees promoting into a new position will serve on a probationary period of six (6) continuous months beginning on the effective date of the promotion. The probation period may be extended by the Fire Chief should further mentoring benefit the department's strategic mission and goals.~~

All newly hired employees shall serve a continuous twelve- (12) month probationary period beginning on the date of completion of the fire academy. If, for any reason, the employee fails to successfully complete the fire academy, the City reserves the right to terminate employment with or without cause. The City may separate the employment of a probationary employee at any time, with or without cause given and/or with or without notice provided during the probationary period. Such separation of employment shall not be subject to appeal through the grievance as contained in this agreement.

Upon hire by the City of Cheney Fire Department, an entry level recruit, without prior experience, will retain the rank of Firefighter Trainee until he/she has successfully completed a professional fire academy. After successful completion of the first available fire academy, the firefighter shall advance to the rank of probationary firefighter. Upon successful completion of the probationary period and IFSAC FFI, the probationary firefighter shall advance to Firefighter 1. One year from advancement to Firefighter I and obtaining the International Fire Service Accreditation Congress (IFSAC) Firefighter II credential, the firefighter will advance to the Firefighter II rank. If an IFSAC test is unavailable within one year from obtaining Firefighter I, the union shall request to the Fire Chief that the firefighter be advanced to the rank of Firefighter II with the agreement that the firefighter shall be enrolled in the next available IFSAC Firefighter II class. If the firefighter is not able to obtain their Firefighter II credential within one year from the date of promotion to the rank of Firefighter II, then the Fire Chief can downgrade the firefighter to Firefighter I until successful completion of an IFSAC Firefighter II credential has been obtained or if an agreement, due to circumstances, has been agreed upon. All costs incurred with the certification shall be covered in full by the city.

Upon hire by the City of Cheney Fire Department, a lateral recruit will retain the rank of Firefighter I until he/she successfully completes probation. Upon successful completion of the probationary period and IFSAC FF II credential, the firefighter will advance to the FF II rank. If the firefighter does not have the FF II credential, the union shall request to the Fire Chief that the firefighter be advanced to the rank of FF II with the agreement that the firefighter shall be enrolled in the next available IFSAC FF II class. If the firefighter is not able to obtain their Firefighter II credential within one year from the date of promotion to the rank of Firefighter II, then the Fire Chief can downgrade the firefighter to Firefighter I until successful completion of an IFSAC Firefighter II credential has been obtained or if an agreement, due to circumstances, has been agreed upon. All costs incurred with the certification shall be covered in full by the city. All lateral firefighters will be granted credit for years of service for vacation accrual. Years of service do not apply to seniority within the organization.

Employees promoting into a new position will serve on a probationary period of six (6) continuous months beginning on the effective date of the promotion. The probation period may be extended by the Fire Chief should further mentoring benefit the department's strategic mission and goals.

ARTICLE 8. STAFFING

~~A minimum of two (2) Union employees shall be scheduled for each shift. One (1) of the Union employees scheduled shall be an Officer. An Officer shall be described as a Lieutenant, Captain, or Battalion Chief. If the City finds itself in financial hardship and is unable to meet the provisions in this Article, the City and Union agree to renegotiate this Article.~~

The paramount reason for Article 8 of the 1919 Collective Bargaining agreement focuses on firefighter safety. In 2005 it was placed into the contract after several near miss instances with only (1) trained firefighter on duty. A minimum of two (2) union Employees shall be scheduled for each shift. One (1) of the Union employees scheduled shall be an Officer. An Officer shall be described as a Lieutenant,

Captain, or Battalion Chief who has the skills and training to function as the "20" Officer. In the event of an unscheduled absence, planned vacation, sick day, or Kelly day, the city reserves the right to fill the opening with a department firefighter regardless of Union status, provided the firefighter has meet the criteria for competency, as agreed upon by the Union and the City, to fill the temporary vacancy. If the city finds itself in financial hardship and is unable to meet the provisions in this Article, the City and Union agree to renegotiate this Article.

ARTICLE 9. DEPARTMENT RULES AND REGULATIONS

The Union agrees that its members shall comply in full with Fire Department rules and regulations, including those relating to conduct and work performance. The Employer shall ensure the Fire Department develops and maintains current rules and regulations. Fire Department rules and regulations which affect working conditions and performance shall not be subject to the grievance procedure unless such rules and regulations are in violation of the terms of this Agreement or local, state, and federal standards or laws.

ARTICLE 10. GRIEVANCE PROCEDURE

A grievance is defined as a claim or dispute by an employee or the Union with respect to the interpretation or application of the provisions of this Agreement.

A. Grievances shall be settled in the following manner:

1. The Union grievance committee, upon receiving a written and signed petition, shall determine if a grievance exists. If, in their opinion, no grievance exists, no further action is necessary.
2. If the grievance does exist, the Union shall reduce the same to writing, signed by the employee and, with or without the employee, present the grievance to the Chief of the Fire Department within thirty (30) calendar days of the action being grieved.
3. If, within ten (10) calendar days, the grievance has not been settled, it then shall be submitted to the Mayor for adjustment within thirty (30) calendar days.
4. If the grievance has not been resolved, Union or Management may refer the dispute to Expedited Mediation/Arbitration as provided below. The Union shall notify the City in writing of submission to Expedited Mediation/Arbitration within ten (10) working days after receipt of the Mayor's decision.
5. Either party has the right to have a representative represent them at any step of the grievance procedure.

B. Mediation/Arbitration

1. The parties agree to timely establish a panel of three standing mediators/arbiters to hear and resolve all contract disputes. If the two parties cannot agree on a panel, then a list of eleven (11) names shall be obtained from the Federal Mediation and Conciliation Service. The parties shall alternately strike names until three (3) remain. Each person selected shall serve in turn regarding a single grievance dispute. If unavailable, the next listed person will serve. The mediators/arbiters shall thus serve in rotation.
2. Each party may unilaterally remove one mediator/arbiter per year as long as there is no dispute pending at the time. Mediator/arbiter panel vacancies shall be filled as in the above paragraph.
3. The panel member assigned to a grievance shall meet without delay with the parties and the grievant and attempt to mediate/conciliate the dispute. If an agreement is reached, it shall be reduced to writing, shall be signed by each of the above parties including the grievant, and shall be final and binding. If, after a concerted effort, a single mediation meeting does not produce a settlement, the mediator/arbiter shall immediately convene an arbitration hearing.
4. The mediator/arbiter shall not have the power to add to, subtract from, or modify the provision of this Agreement in arriving at a decision of the issue or issues presented; and shall confine his/her decision solely to the interpretation, application, or enforcement of this Agreement. The mediator/arbiter shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her. The decision of the mediator/arbiter shall be final and binding upon the aggrieved employee, Union, or City.
5. Unless agreed otherwise, only one grievance will be heard at a time by an arbiter.

C. Fees and Expenses

All fees and expenses of the mediator/arbiter shall be borne by the parties equally on a 50% - 50% basis. Fees incurred by one party in preparation or presentation of their case, such as attorney's or expert witness fees, shall be borne by that party exclusively.

D. Expedited Arbitration

In termination appeals, the Union may advance the grievance directly to the City Administrator's step within fifteen (15) days of receiving notice of the discharge. In addition, if the City and the Union agree, any other grievance may be advanced directly to the City Administrator's step.

E. Time Limits

1. Any and all grievances not timely processed in the above-stated manner shall be waived; provided, the above time limits may be extended by written mutual agreement.
2. That the Employer and the Union may agree to extend the time limits of any of the above steps is mutually agreed to by both parties.

ARTICLE 11. DEATH IN FAMILY LEAVE

In the event of a death in the immediate family of the employee, the employee shall be granted up to three (3) working shifts off with pay in each calendar year (discretion of the Chief understood). Four (4) hours shall be reported as funeral leave and will not be charged to sick or vacation accruals. The additional time off may be designated as either sick or vacation, as the employee chooses.

The immediate family is defined as:

- Spouse and children of the employee
- Mother, father, brothers, and sisters of employee
- Mother, father, brothers, and sisters of employee's spouse
- Grandparents and grandchildren, domestic partner, or other residing in the employee's household as stated in the Family Medical Leave Act

Time off under this paragraph may also be granted due to serious illness or accident in the immediate family, death of a family member not defined above, or unusual circumstances relating to a death in the immediate family, and may be charged to sick leave or vacation at the discretion of, and as approved by, the Fire Chief.

ARTICLE 12. HOURS

The work period for Union employees working twenty-four (24) hour shifts shall average fifty (50) hours per week, consisting of nine (9) twenty-four (24) hour shifts out of a twenty-seven (27) day cycle. Twenty-four (24) hour shift employees shall work a twenty-four (24) hours on-duty followed by forty-eight (48) hours off-duty schedule. Twenty-four (24) hour shift employees shall begin work at 7:00 a.m. and end the following day at 7:00 a.m. For Union shift employees the average hours worked shall be reduced to fifty (50) hours per week by scheduling one (1) twenty-four (24) hour shift/Kelly Day off in every twenty-seven (27) day cycle. The Kelly Day schedule for each employee resets annually on January 1st.

For non-shift personnel assigned to work an average forty (40) hour work week schedule, the work week shall be established from Monday through Friday including scheduled routine duties followed by two (2) consecutive days off. The work day will normally be 8:00 a.m. to 5:00 p.m., with one (1) hour scheduled for lunch, unless special circumstances exist. If the Fire Chief and affected employee agree, an alternative flexible work schedule may be arranged that totals forty (40) hours.

It is the responsibility of the Fire Chief or designee to post and maintain a monthly department shift schedule.

Weekly department training nights and monthly staff meetings are in addition to the hours described in this Article and considered overtime. Attendance at weekly department training nights and monthly staff meetings will be compensated according to Article 17. Union employees attending weekly department trainings and staff meetings shall only attend at the Fire Chief's discretion.

ARTICLE 13. DISCIPLINE

The Employer shall not discipline an employee who has completed the probationary period without just cause.

Discipline and/or discharge of an employee shall be subject to the grievance process.

An employee may have a Union representative present at all meetings with the Employer during disciplinary or discharge proceedings. Affected employees shall be advised of such meetings no less than seventy-two (72) hours in advance.

Discipline shall be progressive and shall normally proceed in the following order with just cause: oral warning or reprimand, written warning or reprimand, suspension, demotion, and discharge. It is recognized that some acts may be of such a serious nature that alterations to the normal and progressive discipline contained herein may be appropriate.

Every effort shall be made to first handle any concern by utilizing the lowest level of discipline.

Prior to the imposition of any discipline (verbal counseling or coaching shall not be considered a form of discipline), the employee shall be provided a written copy of the alleged violation and all relevant documents including a copy of the employee's personnel file the Employer has in their possession. In addition, the Employer shall hold a predisciplinary or loudermill hearing no sooner than ten (10) business days, and no later than fifteen (15) business days from the time the employee was notified of the alleged violation (unless another time frame is mutually agreed to). At this hearing the employee and the Union will be given an opportunity to present their side of the issue.

A. Disciplinary Investigations

Any employee who will be interviewed concerning an act that, if proven, could reasonably result in disciplinary action against him or her or another member will be afforded the following safeguards.

The employee will be informed prior to the interview if the Employer believes the employee or a fellow employee is a subject in an inquiry that may lead to disciplinary action. The employee has the right to Union representation during the investigatory process.

The employee may be required to answer any questions involving noncriminal matters under investigation and will be afforded all rights and privileges to which he/she is entitled under the collective bargaining agreement and Employer rules and regulations. Prior to any questioning, where there is reasonable suspicion to believe that an employee may be the

focus of an investigation, the employee shall be notified in writing and acknowledge receipt of the following:

“You are about to be questioned as part of an internal investigation being conducted by the Employer. You are hereby ordered to answer the questions which are put to you which relate to your or a fellow employee’s conduct and/ or job performance, and to cooperate with this investigation. Your failure to cooperate with this investigation can be the subject of disciplinary action in and of itself, including dismissal. The statements you make or evidence gained as a result of this required cooperation may be used for administrative purposes, but will not be used or introduced into evidence in a criminal proceeding.”

The City will not provide personal or confidential information outside the requirements of Washington State Public Disclosure Law.

At the conclusion of the investigative process, if the charges or allegations are founded, all identifying information will be released to the parties involved. Employees shall expect that their statements made can be investigated and, as a result, disciplinary action can be taken toward the employee for false or inflated information.

All interviews shall be limited in scope to activities, circumstances, events, conduct, or acts which pertain to the incident that is the subject of the investigation. Nothing in this section shall prohibit the Employer from questioning the employee about information that is developed during the course of the interview.

The employee being interviewed has the right to have a Union representative and/or an attorney present to represent the employee during questioning. Unless exigent circumstances exist, the Employer must give the employee reasonable notice and opportunity to arrange for a suitable representative.

The employee’s representative may not interfere with any legitimate Employer prerogative during the investigatory proceeding. The employee’s representative has the right to ascertain the charges against the employee, consult with the employee during the interview, and ask clarifying questions regarding the questions posed during the investigation.

The employee or his representative and the Employer are permitted to record the proceedings as long as all participants consent per RCW 9.7.030. If the Employer or employee representative records the interview, a copy of the complete interview of the employee, noting all recess periods, shall be furnished, upon request to either party. If the recordings are transcribed, then the same shall be provided to either party. The party requesting to record the proceeding will bear the cost of recording and transcription.

Interviews and investigations shall be completed without unreasonable delay. For investigations that exceed thirty (30) days, the employee shall be notified, in writing on a monthly basis, of the status of the investigation.

After disciplinary action, any future corrective actions, such as mandatory education or

training, will be provided to the employee in writing within five (5) business days after the completion of the disciplinary process.

B. Criminal Investigations

Unless otherwise directed by Washington State Public Disclosure laws, or applicable Washington State and or/ federal laws or rule, when an administrative investigation results in criminal charges being filed against an employee, after the investigation is complete, the employee will be given an opportunity to review the reports of the investigation with the names of all witnesses and complainants that will appear against him/her. This obligation shall continue even if criminal charges have been filed against the employee, according to current public disclosure laws.

This article shall not apply to criminal investigations conducted by the Employer. In such criminal investigations, the employee's refusal to answer questions asked by the investigator will not be a basis for disciplinary action against the employee by the Employer. The employee has the right to not participate in the interview or the investigation and the right to terminate the interview without resulting in discipline.

C. Personnel Records

Materials concerning minor discipline shall not be relied upon by the Employer in any subsequent disciplinary action involving the employee if the materials are more than twenty-four (24) months old.

ARTICLE 14. CLOTHING ALLOWANCE

~~At the time of employment, the Employer shall furnish the Union employees with a full set of structural personal protective equipment, full set of wildland fire personal protective equipment, and a base set of station uniforms. The Employer shall repair or replace any station uniforms and PPE damaged as a result of a Fire Department activity. The Employer shall provide each Union employee with a \$500.00 bank of money to use to replace any worn out station uniform. Worn-out PPE shall be replaced by the Employer. If the bank of money is not used by the Union employee, the money shall be forfeited. The Employer shall manage the allotment of money and the Union shall provide the appropriate City paperwork to get reimbursed. If the Union employee doesn't need to replace worn-out uniforms, the employee may use the money to purchase additional items that are within the following categories: additional uniform clothing, Fire and Rescue PPE and equipment, firefighter health and safety equipment, physical fitness, and EMS PPE and equipment. These items are to be used for work related activities only. The Fire Chief shall have final approval to purchase additional PPE items. The money will not be spent simply to prevent forfeiture. The City and Union agree to reopen this article to discuss the amount of the clothing allowance to replace worn out uniforms should financial conditions change.~~

At the time of employment, the Employer shall furnish the Union employees with a full set of structural personal protective equipment, full set of wildland fire personal protective equipment,

and a base set of station uniforms. The Employer shall repair or replace any station uniforms and PPE damaged as a result of a Fire Department activity. The Employer shall provide each Union employee with a \$750.00 bank of money to use to replace any worn-out station uniform. Worn-out PPE shall be replaced by the Employer. If the bank of money is not used by the Union employee, the money shall be forfeited. The Employer shall manage the allotment of money and the Union shall provide the appropriate City paperwork to get reimbursed. If the Union employee doesn't need to replace worn-out uniforms, the employee may use the money to purchase additional items that are within the following categories: additional uniform clothing, Fire and Rescue PPE and equipment, firefighter health and safety equipment, physical fitness, and EMS PPE and equipment. These items are to be used for work related activities only. The Fire Chief shall have final approval to purchase additional PPE items. The money will not be spent simply to prevent forfeiture. The City and Union agree to reopen this article to discuss the amount of the clothing allowance to replace worn-out uniforms should financial conditions change.

Upon promotion to a higher rank, the employee will receive the following provided by the City:

- One Class B shirt when promoting from Lieutenant to Battalion Chief
- Two (2) department T-shirts
- One uniform quarter-zip sweatshirt
- Applicable badge and collar brass

ARTICLE 15. HEALTH BENEFITS

A. Medical Coverage

The Union agrees to go to an 85%-15% split for medical. The City will pay 85% of the monthly premium for up to full family coverage (as applicable) and the employee will pay 15% of the premium for the life of the Agreement, except as provided below.

The parties agree that the City maximum insurance premium contribution, inclusive of the LEOFF I retiree premiums required to be covered by the City, will at no time be greater under the NWFF trust plan than under an AWC Benefit Trust Plan. Should the NWFF trust rates increase to an extent that the City premium contribution will be greater under the NWFF trust plan than an AWC Benefit Trust Plan, the City maximum insurance premium contribution will be capped at the rate the lowest premium cost AWC Benefit Trust Plan (based on the 85%-15% cost share). This would entail the bargaining unit member paying more than the 15% as specified above. Further, the City reserves the exclusive right to return the bargaining unit to the AWC family of plans, or other provider, should the costs of the NWFF Trust plan exceed the cost of the AWC Benefit Trust plans and/or if the NWFF trust plans have not met the needs of the City.

The Union may at any time elect to vote in January of each year on a VEBA account for the group, providing it is not a conflict with MERP. The City may also offer opt-out language for medical insurance for employees in the bargaining unit.

Changes in medical coverage or deductibles which are instituted by the NWFF, AWC or other providers as applicable and which are beyond the control of the Employer, whether to employee's advantage or not, are deemed nonnegotiable and nongrievable. The Employer agrees to be vigilant regarding changes to insurance coverage and agrees to conduct comparisons when in the best interest of the employees.

B. Dental Benefits

The Employer and IAFF agree to an 85%-15% split of the premium for dental coverage for the life of this agreement. Dental coverage offered, effective December 1, 2018 is that of the AWC Benefit Trust Delta Dental Plan J with Orthodontia Rider III.

C. Disability Insurance

The Employer agrees to add to the base wage an amount equal to the cost of disability insurance for the employee. The employee agrees to have an automatic payroll deduction for the same amount to pay for disability insurance. This shall not be considered a part of the base wage for the employee for calculating future compensation.

D. Life Insurance

The Employer will pay the premium for a \$10,000 term life insurance policy as per the City AWC plan. Additionally, in the event of the death of an active employee, the Fire Chief will contact the designated liaison identified by the employee in the "Taking Care of Our Own Pre-Incident Planning Packet" to assist the family. The liaison will use the "Taking Care of Our Own" program manual to assist in helping the family. The Union and the Fire Chief together will make sure these packets are updated on a regular basis.

E. Optical Insurance

Optical benefits are currently covered at 100% under the NWFF Benefit Trust Plan.

F. Employee Assistance Program (EAP)

The Employer will provide an Employee Assistance Program for all employees and pay 100% of the cost for the AWC EAP Plan (currently provided by ComPsych).

G. Medical Expense Reimbursement Plan

Beginning in 2006, monthly contributions on a pretax basis from the base salary of each employee will be made to the Washington State Council of Fire Fighters Employee Benefit Trust. This Trust shall remain separate and apart from any City retiree health insurance funding program unless changed by mutual agreement of the parties to the Agreement. The contribution rate to the Trust shall be deducted from the employee's paycheck on a pretax basis at the rate of \$75 a month. The City shall, effective in 2013, purchase one additional MERP credit per month per year at the rate of \$25 a credit. The City will increase the match by one credit annually until such time that both the City and Union have an equal match.

H. VEBA

The City will make contributions to an Employee VEBA account at the following rate for each year of the contract for all IAFF covered positions provided the NWFF High Deductible Plan is maintained:

- Employee Only \$173.17/month
- Employee & Family \$339.83/month

Should the bargaining unit move to a traditional medical plan, the City provided VEBA contribution will cease with the implementation of the traditional plan.

~~The City agrees to “front load” the individual employee VEBA accounts for 2019. After 2019, the VEBA installments will be monthly.~~

The city and the union agree that new hire employees have many burdens placed on them, as such in order to create a more attractive position and assist the new employee with transitioning to the department the city agrees to “front load” the individual employee VEBA account with the value of six (6) months’ worth of City VEBA contributions at the date of hire. Monthly allocations will begin at the end of the employee’s completion of six (6) months of continuous employment.

ARTICLE 16. VACATIONS

The City agrees to grant vacation days according to the following schedule:

<u>Years of Employment</u>	<u>Vacation Accrual</u>
0-4 years	144 hours per year
5-6 years	168 hours per year
7-9 years	192 hours per year
10-12 years	216 hours per year
13-15 years	240 hours per year
16+ years	264 hours per year

~~Vacation leave may be carried over from one calendar year to the next, provided the total accumulation does not exceed three hundred sixty (360) hours (fifteen [15] shifts). Accumulated leave in excess of three hundred sixty (360) hours shall be forfeited unless a written request is submitted and approved by the City Administrator thirty (30) days prior to the end of the year. Upon termination of employment, Union members shall be paid for all unused accumulated vacation time earned within the above stated limitations.~~

Vacation leave may be carried over from one calendar year to the next, provided the total accumulation does not exceed four hundred and eight (408) hours (seventeen shifts (17)). As of

December 31st of each year, no employee will be permitted to have an accumulated amount of accrued vacation leave in excess of 408 hours. Any accrued vacation leave in excess of 408 hours will be forfeited. Upon separation of employment, Union members shall be paid for all unused accumulated vacation time earned within the above-stated limitations. Up to a maximum of 360 hours (fifteen shifts) of accrued vacation time. Union members are expected to monitor their leave balances and use their earned time off as a respite from their daily job requirements

ARTICLE 17. OVERTIME

Overtime is work performed in excess of the scheduled work (described in Article 12) for hours actually worked, which is subject to prior authorization by the Fire Chief or designee. Overtime shall be paid at the rate of one and one-half (1½) times the Union employee's straight time rate rounded to the nearest half hour.

ARTICLE 18. CALL-BACK PAY

All employees covered by the terms of this Agreement who are called back to work from off duty shall be paid at least one (1) hour minimum at overtime rates.

ARTICLE 19. LEOFF II DISABILITY

A LEOFF II employee unable to work due to being injured in the line of duty will continue to receive from the City one hundred percent (100%) of the employee's base pay each month for up to six (6) months that the employee is on disability for that injury. The City will apply the employee's accrued sick and vacation leave as a match with State Industrial Insurance payments and other City-sponsored disability insurance to pay a one hundred percent (100%) paycheck. In the event that all sick and vacation leaves are expended, the City agrees to continue to pay the match with State Industrial Insurance for the remainder of the six (6) months.

Trial service period employees will, upon appointment, be credited with two-hundred eighty-eight (288) hours to be used only by the City to apply vacation/sick leave time toward the match with State Industrial Insurance.

This provision requiring the City to provide one hundred percent (100%) of monthly base pay during an employee's disability time off shall apply to no more than six (6) monthly paychecks per disabling event. Any reinjury would not retrigger the match. A new injury would be a new injury and would be treated accordingly.

ARTICLE 20. LIGHT DUTY

- A. Employees may request to be assigned to light duty work, or at the Fire Chief's request, may agree to work a light duty assignment. It is solely at the Chief's discretion, if light duty is available. A light duty job will not be created if the work does not exist. Requests may be made at any time during the sick leave period; and if the doctor will certify that the member is able to return to light duty, the employee shall return to work. Once an employee returns to light duty, the employee may not rescind his/her acceptance of the assignment except upon written direction of their physician indicating that the employee should no longer perform the light duty assignment, or that the employee can return to full-time regular duties.
- B. Light duty assignments are of temporary duration only, do not create a position of employment, and are not to be considered permanent. Only full-time, regular employees of the Cheney Fire Department are eligible for light duty assignments. The determination as to whether light duty work exists and the assignment of personnel rests solely with the Fire Chief or his/her designee.
- C. Light duty assignments will be restricted to work approved by the employee's treating physician in writing and to work directly related to the Fire Department. The employee shall provide the Fire Department with a release from the employee's treating physician detailing work restrictions while on light duty as well as a projected date for return to full-time duty.
- D. Employees assigned to light duty will not be scheduled to work in excess of a forty (40) hour work week and shall not be considered part of the responding duty staff. The number of hours will be agreed to between the employee and the Fire Chief.

The work schedule for personnel assigned to light duty will be Monday through Friday from 8:00 a.m. to 5:00 p.m. with a one (1) hour break for lunch. If both the Fire Chief and the affected employee agree, an alternate flexible work schedule may be arranged that totals the number of hours offered by the Fire Department for the work week. The work week will be defined as Sunday through Saturday. Meal breaks during a light duty assignment will not count as compensated hours of work.

E. Non-duty Connected

1. If hours are less than forty (40) per week, the employee shall use sick leave or other leave time to make up the difference between forty (40) hours and the time actually worked. The employee shall continue to receive his/her regular salary while working a light duty assignment, and shall continue to receive all benefits.
2. While working light duty, the employee may observe all Fire Department holidays by using accrued holiday leave time or vacation leave time at their daily rate.
3. Kelly Days scheduled prior to and occurring during a light duty assignment shall be forfeited by the employee.
4. Employees shall utilize sick leave to attend medical appointments during scheduled work hours and shall notify their supervisor as far in advance as possible of medical appointments.

- F. Duty connected benefits and light duty shall comply with the provisions of RCW 41.04.500 through RCW41.04.530.
- G. This article shall not be in derogation of any rights the employee may have under applicable state or federal law.

ARTICLE 21. HOLIDAYS

During the term of this contract, the following holidays will be recognized and observed:

- The first day of January, commonly called New Year's Day
- The third Monday in January known as Martin Luther King, Jr. Day
- The third Monday in February known as Presidents' Day
- The last Monday in May, commonly known as Memorial Day
- The fourth day of July, being the anniversary of the Declaration of Independence
- The first Monday in September, to be known as Labor Day
- The 11th of November to be known as Veterans' Day
- The fourth Thursday in November, commonly known as Thanksgiving Day
- The fourth Friday in November, known as the day after Thanksgiving
- The twenty-fifth day of December, commonly called Christmas Day
- A cash grant of eight (8) hours' pay once each year to each member of the bargaining unit to cover the floating holiday

The Union shall receive any additional holiday that is granted to any other employees of the City, or any day designated by public proclamation of the Mayor as a legal holiday. Each employee required to work on any holiday, as designated above, shall be paid, in addition to his/her regular pay, at the rate of one and one-half (1½) times his/her hourly rate of pay for each hour worked on such holiday. Each employee assigned to the tactical force who performs no work on such legal holiday by reason of the holiday falling on his regular day off or within his vacation period shall be paid, in addition to his/her regular pay, holiday pay at the rate of eight (8) hours at his/her regular rate of pay, straight time. Any employee not assigned to the tactical force and who regularly works forty (40) hours per week shall be granted an additional day off when a holiday falls within his vacation period.

Employees called back to duty on a holiday shall be paid "call-back pay" as provided in this Agreement, in addition to the holiday pay provided herein.

ARTICLE 22. SICK LEAVE—LEOFF II

All employees shall be entitled to sick leave pay at the employee's regular rate when they are incapacitated for performance of their duties as resulting from causes beyond the employee's control or when employment would jeopardize the health of others. Sick leave is to be used for an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care. Additionally, sick leave is provided to allow the employee to care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care or any other reason or condition as defined in RCW 49.46.020 and RCW 49.76.

Family member is defined as:

- A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
- A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- A spouse;
- A registered domestic partner;
- A grandparent;
- A grandchild; or
- A sibling.

Sick Leave Accrual

Employee shall accrue sick leave at the rate of twelve (12) hours for each month of continuous service up to a maximum of forty (40) shifts, i.e., nine hundred sixty (960) hours.

If an employee is in a leave without pay status for more than 50% of the employee's normal monthly schedule or in a part-time position, sick leave will accrue at the lower rate of one hour for every 40 hours of time worked during the month.

The City recognizes that exposure to a contagious disease may jeopardize the health of others. Therefore, new employees when hired shall be advanced three (3) shifts or seventy-two (72) hours of sick leave and shall not accrue additional sick leave until the beginning of their seventh (7th) month of employment.

Reasonable Notice

Employees are required to give reasonable notice of an absence from work for the use of paid sick leave for an authorized purpose under the city's sick leave policy as complying with RCW 49.46.210 (1)(b). If the need for paid sick leave is foreseeable, the employee will notify the City once the employee has reasonable or practicable notice of the foreseeable circumstance. If the need for paid sick leave is unforeseeable, the city requires the employee provide notice of the absence as soon as possible before the required start of their shift, unless it is not practicable to do so. In the event it is impracticable for an employee to provide notice to the city, a person on the

employee's behalf may provide notice to the city.

Sick Leave Use in Conjunction with Approved Vacation

Sick leave benefits shall begin with the first day of absence and continue to the maximum sick leave accumulation. Whenever an employee, off duty on a paid vacation, wishes to charge some such absence to his sick leave account, by reason of an actual disability or illness during that period, they must send prompt notice of sickness and request to the Department Director or designee and conform to the requirements pertaining to paid sick leave.

Sick Leave Use and Eligibility for Overtime Opportunities

Employees using a sick leave day must work their next scheduled shift to be eligible for any overtime opportunities.

Verification for Absences Exceeding Three Days

For absences exceeding three days, the City may require verification that an employee's use of paid sick leave is for an authorized purpose. Verification must be provided to the City within a reasonable time-period during or after the leave. The City's requirements for verification should not result in an unreasonable burden or expense on the employee. Should the employee consider the verification requirement will result in an unreasonable burden or expense, the employee will be allowed to provide an oral or written explanation to the City stating the use of paid sick leave was for an authorized purpose as defined in the city sick leave policy and how the City's verification request creates an unreasonable burden at the employee's expense. The City will consider the employee's explanation and within ten (10) business days of submission will provide the employee with alternatives for the employee to meet the verification requirement in a manner which does not result in an unreasonable burden or expense on the employee. The City's requirement for verification will not exceed privacy or verification requirements otherwise established by law.

Sick and Vacation Leave Status Update

Sick and Vacation accrual status is updated monthly on an employee's pay stub.

Sick Leave Use for Bereavement

Employees will be allowed five (5) days off with pay due to serious illness or death in an employee's immediate family. Such time will be deducted from the employee's sick leave or vacation account at the employee's discretion. The definition of immediate family shall include mother, father, spouse, sister, brother, children, father-in-law, mother-in-law, grandparents and grandchildren, domestic partner or others residing in the employee's household as stated in the Family and Medical Leave Policy.

Sick Leave Cash Out

Upon retirement, twenty-five percent (25%) of the maximum accrued sick leave will be bought back by the City.

Use of Paid Sick Leave for Unauthorized Purposes

If the City can demonstrate that an employee's used of paid sick leave was for a purpose not authorized under RCW 49.46.210 (1)(b) and (c), the City may withhold payment of paid sick

leave for such hours, but may not subsequently deduct those hours from an employee's legitimately accrued, unused paid sick leave hours. If the City withholds payment for the use of paid sick leave for purposes not authorized under RCW 49.46.210 (1)(b) and (c), the City will provide notification to the employee. If the employee maintains that the used of paid sick leave was for an authorized purpose, the employee may file a complaint with the Department of Labor & Industries.

ARTICLE 23. EMS CERTIFICATION REQUIREMENT

The Employer and the Union agree that all employees covered by this Agreement shall, as a condition of employment, maintain an EMT-Basic certification. It is encouraged for employees to obtain an EMT-Advanced certification. Individuals who obtain an EMT-Advanced Certification shall be compensated by the City per Article 34 to keep certification requirements current. The City and the Union agree that an employee with a Paramedic Certification will be assigned to each shift within the Fire Department operation, pending the completion of the required curriculum and certification process.

New employees of the department shall obtain their certification within eighteen (18) months of their date of employment. Extensions of time for obtaining certification may be granted by the Chief.

The City agrees to provide required training for recertification in Cheney. Employees who must take training elsewhere will be reimbursed necessary expenses as provided by current Cheney Personnel Rules and Regulations and department standard operating procedures. All training hours required to maintain certification shall be compensated.

As per past practice, duty shifts missed to attend training classes shall not affect monthly base pay.

For the life of this contract, any employee who is denied EMS recertification due to a shortage of approved continuing education requirements shall be enrolled in the next available recertification class. The City shall pay tuition and books, but will not pay overtime to attend classes or other required training. Time off from duty shall be provided to attend necessary classes, without a loss of monthly base pay.

ARTICLE 24. DEFERRED COMPENSATION

The Employer will provide a deferred compensation match (457 Plan) for employees at \$75 per month, dollar-for-dollar match.

ARTICLE 25. SAVINGS CLAUSE

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 portions of this Agreement shall remain in full force and in effect.

ARTICLE 26. RESIDENCY PROGRAM

The Residency Program shall be capped at a maximum of four (4) Resident Firefighters.

ARTICLE 27. PERSONNEL REDUCTION

The City recognizes the principle of seniority. Seniority means that period from the employee's most recent first day of compensated work for the City in a position covered by this Agreement.

An employee's seniority can be broken so that no prior period of employment is counted. The employee's seniority shall cease upon:

- Justifiable discharge;
- Voluntary quit;
- Failure of the employee to return to work after expiration of a temporary disability leave;
- Leaving the bargaining unit to accept a position with the City outside of the bargaining unit;
- Failure of the employee to notify the City of his/her willingness to return to work upon recall from an indefinite layoff within fourteen (14) calendar days after receipt of written notice from the City at his last known address appearing on the City's records; or
- Layoff (a reduction in force) exceeding eighteen (18) months. May be extended at the discretion of the Fire Chief for up to one (1) additional year.

The employee with the shortest length of continuous service in a position covered by this Agreement shall be laid off first. The City shall provide two (2) weeks' written notice to an employee prior to layoff.

In the case of recall, those employees laid off last shall be recalled first. An employee on layoff must keep both the City and the Union informed of the address and telephone number where he or she may be contacted.

When the City is unable to contact an employee who is on layoff for recall, the City shall notify the Union in writing. If neither the Union nor the City is able to contact the employee within fourteen (14) calendar days from the time the Union is notified, the City's obligation to recall the

employee shall cease. The City shall have no obligation to recall an employee after he/she has been on continuous layoff for a period of one (1) year. Should an employee not return to work within fourteen (14) calendar days after recall, the City shall have no further obligation to the employee to recall.

ARTICLE 28. RETURN TO WORK AUTHORIZATION

The City and the firefighters of Local 1919 recognize that a catastrophic injury or illness to a member is unfortunate and agree to continue to bargain the impacts of return to work article. Outside of an agreement or MOU differing from the manner in which we handle this issue, the City will follow current City Personnel Policy on requiring an authorization for an employee returning to work after an extended illness or injury.

ARTICLE 29. PERSONNEL FILE MANAGEMENT

Subject to state and federal law, the Department agrees that the contents of the employee's personnel file shall be kept confidential and shall restrict the use of any information contained in the file to internal use in the department, unless otherwise agreed to by the employee.

The Employer shall maintain a central personnel file for each employee in this bargaining unit, which shall contain all pertinent information regarding an employee's performance that either has in the past or may in the future form the basis for disciplinary action or commendation. Employees shall be allowed to view this file, in its entirety. The employee may request a copy of the information contained in their file.

The employees shall have the right to allow an official Union representative to view their file on their behalf. The employee shall submit a release letter to the person responsible for maintaining personnel files.

No document reflecting critically upon the employee shall be placed in the employee's personnel file that does not bear the signature of the employee, indicating that the employee has received a copy of the materials. Employees are required to sign all disciplinary actions acknowledging receipt of the same, but such signatures shall in no way constitute an admission to the truthfulness or accuracy of such document's contents.

Employees shall be allowed to submit file comments or information that reasonably rebut or clarify information in the file relating to reprimands, demotion, discipline, or investigations.

Written reprimands for minor offenses (such as tardiness or minor equipment damage) shall remain in the file for a period not to exceed one (1) year from the date of occurrence or activity. This shall also include any unfounded internal investigations or complaints filed toward an employee.

The employee shall submit a request to the person responsible for maintaining files that there is information in their file to be pulled. After receiving their request, the originals and any copies of all information related to the event or occurrence or activity, including the request to pull, shall be pulled from the employee's file and returned to the employee in its entirety within ten (10) working days of the Employer's receipt of the request.

ARTICLE 30. EDUCATIONAL INCENTIVE

The Employer shall pay an additional \$15 a month to each employee who has earned an Associate's Degree in Fire Science and \$25 a month for employees with a Bachelor's Degree. An employee who has received a Master's Degree from an accredited college or university or has completed the Executive Fire Officer Program at the National Fire Academy will receive \$50 a month.

Employees are eligible for only one (1) of the educational incentives.

ARTICLE 31. PAID FAMILY LEAVE

IAFF members are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits begins January 1, 2020 and is established by Washington law. Premiums for benefits are established by law and for the period ending December 31, 2020, will total four-tenths of one percent (0.4%) of employees' wages (unless otherwise limited by action of the State). Employees will pay through payroll deduction the full cost of the premiums associated with family leave benefits and forty-five percent (45%) of the cost of the premiums associated with the medical leave benefits, as determined under RCW 50A.04.115. Employer will pay the remaining premium amounts.

ARTICLE 32. EMERGENCY DEPLOYMENTS

Employees deployed to areas of local, state, or federal disasters or emergencies are faced with unknown living conditions for which employees must be trained and prepared. The City does not provide or replace damaged personal equipment during these situations (this excludes department PPE).

The City and Union agree that money made from department equipment while deployed outside of local agreements shall be transferred into a separate division of the budget for the purchasing and repair of equipment used in wildland firefighting. This will allow the City of Cheney to have available funds to purchase needed PPE and equipment to improve wildland firefighter safety and efficiency while combatting these types of incidents.

A committee comprised of the Cheney Fire Chief and members of Local 1919 will prioritize and coordinate purchasing of equipment or repairs from the funds set aside for wildland firefighting.

This article does not include regular call-back to the station, automatic aid, or mutual aid requests unless the incident goes into state or federal mobilization; at such time when the incident is turned over or is managed by such agreements, then the above article would be implemented.

ARTICLE 33. WAGES

A. Wage Increases

~~2019: 2% Increase based on 2018 wages~~

~~2020: 2% Increase based on 2019 wages~~

~~2021: 2% Increase based on 2020 wages~~

~~Additionally, for the life of the 2019-2021 contract, bargaining unit members maintaining A-EMT certification shall receive an additional 1.75% of the Fire Fighter 2 wage as premium pay for maintaining their certification. Bargaining unit members maintaining a Paramedic certification will receive an additional 9% of the Fire Fighter 2 wage as premium pay for maintaining their certification in 2019. For 2020 and 2021, A-EMT certified employees shall receive a 2% premium incentive and Paramedics will receive a 10% premium incentive respectively. Should Paramedic and/or A-EMT certification lapse, the bargaining unit member will immediately lose their premium pay effective on the date they are no longer certified.~~

2022: 5% based on 2021 wages for Battalion Chief and Lieutenant Classifications
2% based on 2021 wages for FF2, FF1, Probationary FF, FF Trainee

2023 7% based on 2022 wages for Battalion Chief and Lieutenant Classifications
2.5% based on 2022 wages for FF2, FF1, Probationary FF, FF Trainee

2024 6% based on 2023 wages for Battalion Chief and Lieutenant Classifications
2% based on 2023 wages for FF2, FF1, Probationary FF, FF Trainee

EMT-Paramedic Premium Pay = 10% of the monthly FF2 base

AEMT Premium Pay = 2% of the monthly FF2 base

Appendix B contains the monthly wages and premium payouts for each year of the contract.

B. Battalion Chief and Lieutenant Classification Steps

Employees hired or promoted to the classification of Lieutenant and Battalion Chief will be appointed to Step A of the respective Classification. Employees promoting into a new position will serve on a probationary period of six (6) continuous months beginning on the

effective date of the promotion. The probation period and effective date of the associated step increase may be extended by the Fire Chief should further mentoring benefit the department's strategic mission and goals.

C. Working Out of Classification

Employer agrees to the following terms for payment to employees working out of their pay classification filling the ranks of Captain or above. The City will grant the following compensation for circumstances not amounting to vacation or short-term planned absences (school, training seminars, etc.).

1. Battalion Chief: Seventy-five percent (75%) of net differential between the hourly rate of Battalion Chief and Captain, starting with the fourth (4th) consecutive shift; one hundred percent (100%) of the net differential between the hourly rate of a Battalion Chief and Captain after the fifteenth (15th) consecutive shift from appointment. The City may, upon request of the Union, consider compensation from the first shift due to unique and unusual circumstances.
2. Acting Chief: Fire Chief base salary of scale for the duration of temporary appointment.

D. 2022 Battalion Chief and Lieutenant Bonus

For 2022 The City agrees to provide retention bonus of \$300/month and \$100/month for the bargaining unit members in the Battalion Chief and Lieutenant classifications. This retention bonus is an incentive to retain employees in these two classifications as their base wages lag behind other fire organizations in our list of comparables used to determine wages. In addition, there are impending increases in full-time staffing in these classifications by other fire departments in the region.

ARTICLE 34. SOCIAL SECURITY EQUALIZATION

The Union and the City hereby agree that the members of the Union's bargaining unit should be in a position to have reasonable financial security when they are required to retire from the City's service. This is, of course, true for all City employees, and is particularly important for firefighters, who often will need to retire at an earlier age than most City employees because of the physically demanding nature of their job duties.

Therefore, the Union and the City agree that, in the event that the Union's bargaining unit members cease to be members of the social security system at any future time, it will be important for both those members and the City to continue to contribute monies into an appropriate fund that will help to secure the financial well-being of the Union's bargaining unit members once they retire, so that the members are not negatively impacted by the loss of their membership in the social security system.

Furthermore, the Union and the City also agree that the most appropriate way at this time for Union members and the City to secure the financial well-being of the Union's bargaining unit members in retirement if the Union's bargaining unit members do cease to be members of the social security system would be to contribute funds into the deferred compensation program that has previously been established by the City for all of the City's employees.

The parties also agree that it is important to address this issue at this time because it is possible that, as a result of a referendum vote that is currently pending, the Union's bargaining unit members will lose their membership in the social security system in the near future.

Therefore, the parties hereby agree in the event that the members of the Union's bargaining unit cease to be members of the social security system as the result of the currently pending referendum vote, that immediately upon the effective date of the Union members' loss of membership in the social security system, (1) all of the members of the Union's bargaining unit will be required to automatically begin contributing the same percentage of their compensation from the City that they had been contributing into the social security system (6.2%) into the deferred compensation program that the City has previously established for the City's employees; and (2) the City will also be required to continue to match these contributions of the Union's bargaining unit members by making equal monthly contributions (6.2% of the appropriate compensation received by each member) into the City's deferred compensation program on behalf of each one of the Union's bargaining unit members.

ARTICLE 35 – WASHINGTON LONG TERM CARE ACT

Beginning January 1, 2022, the City of Cheney is required to deduct a new employee paid premium of \$.58 per \$100 of earnings (**this rate is determined and subject to change by the State**) to fund the Long Term Securities and Support Trust act through the WA CARES fund. Employees were offered an opt-out of the program by providing verification of an approved long term care policy. Employees must provide their exemption letter to the Human Resources office to be excluded from paying the premium. New bargaining unit members are required to provide an exemption letter to the human resources office to opt out of the LTC program.

ARTICLE 35 36. SENIORITY LIST

Seniority for bargaining unit members shall be established by date of employment in the Cheney Fire Department. If the date of hire is the same, scores on the employment examination shall determine seniority with the higher score being senior. If test scores are equal, dates of employment application shall be considered with the earliest application determined to be senior.

The City agrees to include the seniority list in the bargaining agreement and to post any employment list or internal promotional list within two (2) weeks after a list has been established. The list shall include the ranking of the person and the length of time the list may be used to hire an entry level firefighter or promote.

Date of Hire

Date of Promotion

<i>Tim Steiner</i>	<i>7/1/2001</i>	<i>BC 3/16/2020</i>
<i>Aaron Bollar</i>	<i>8/1/2001</i>	<i>BC 4/25/2012</i>
<i>Ken Johnson</i>	<i>7/15/2002</i>	<i>BC 6/1/2014</i>
<i>Jeff Anderson</i>	<i>4/14/2008</i>	<i>BC 3/16/2020</i>
<i>Ben Walters</i>	<i>3/17/2014</i>	<i>LT 6/1/2018</i>
<i>Jon Hanke</i>	<i>8/4/2014</i>	<i>LT 3/16/2020</i>
<i>Chris Cwik</i>	<i>6/29/2015</i>	<i>LT 11/1/2020</i>
<i>Nathan Henson</i>	<i>2/19/2018</i>	<i>LT 10/15/2021</i>
<i>Zach Holmes</i>	<i>8/14/2019</i>	<i>LT 10/1/2020</i>
<i>Steve Keith</i>	<i>1/21/2020</i>	
<i>Rhett Humprey</i>	<i>12/1/2020</i>	
<i>Steve Hand</i>	<i>3/1/2021</i>	

ARTICLE 36 37. SHIFT BID

In the event that a vacancy occurs and/or a change in shift is foreseen, the members of this Agreement and the City agree to open up shift bid per seniority rules.

ARTICLE 37 38. TERM OF AGREEMENT AND NEGOTIATIONS

This Agreement shall become effective on the first day of January, ~~2019~~ 2022, and shall continue in full force and in effect through December 31, ~~2021~~ 2024. In the event negotiations for a new agreement have not been completed by January 1, ~~2022~~ 2025, the provisions contained in this agreement may remain in effect by mutual agreement until the conclusion of the negotiations for a new agreement.

In witness whereof, the parties hereto have hereunto set their hands this _____ day of _____, 20____.

FOR THE CITY

FOR THE UNION

Mayor

City Administrator

APPENDIX A
2019-2021 CONTRACT
IAFF AND CITY OF CHENEY
COMPARABLES

This appendix remains a part of the ~~2019-2021~~ **2022-2024** contract for further discussion regarding comparables and incentive pay.

The following departments were used as comparables:

Ellensburg/Kittitas Valley FD
Spokane Fire District 8
Moses Lake
Pullman
Sunnyside
Spokane Fire District 3

APPENDIX B

~~2019-2021~~ 2022-2024 CONTRACT

IAFF AND CITY OF CHENEY

2019-MONTHLY COMPENSATION

	2019 Base (2.0%)	A-EMT Incentive (1.75%)*	Paramedic Incentive (9%)*
Battalion Chief	\$6,937	\$103.09	\$530.19
Probationary B.C.	\$6,591	\$103.09	\$530.19
Captain	\$6,576	\$103.09	\$530.19
Lieutenant	\$6,112	\$103.09	\$530.19
Probationary Lt.	\$6,078	\$103.09	\$530.19
FF2	\$5,891	\$103.09	\$530.19
FF1	\$5,566	\$103.09	\$530.19
FF Probationary	\$5,260	\$103.09	\$530.19
FF Trainee	\$4,144	\$103.09	\$530.19

	2020 Base (2.0%)	A-EMT Incentive (2.0%)*	Paramedic Incentive (10%)*
Battalion Chief	\$7,076	\$120.18	\$600.88
Probationary B.C.	\$6,723	\$120.18	\$600.88
Captain	\$6,708	\$120.18	\$600.88
Lieutenant	\$6,359	\$120.18	\$600.88
Probationary Lt.	\$6,200	\$120.18	\$600.88
FF2	\$6,009	\$120.18	\$600.88
FF1	\$5,677	\$120.18	\$600.88
FF Probationary	\$5,365	\$120.18	\$600.88
FF Trainee	\$4,312	\$120.18	\$600.88

	2021 Base (2.0%)	A-EMT Incentive (2.0%)*	Paramedic Incentive (10%)*
Battalion Chief	\$7,217	\$122.58	\$612.90
Probationary B.C.	\$6,857	\$122.58	\$612.90
Captain	\$6,842	\$122.58	\$612.90
Lieutenant	\$6,486	\$122.58	\$612.90
Probationary Lt.	\$6,324	\$122.58	\$612.90
FF2	\$6,129	\$122.58	\$612.90
FF1	\$5,791	\$122.58	\$612.90
FF Probationary	\$5,473	\$122.58	\$612.90
FF Trainee	\$4,398	\$122.58	\$612.90

	2021 Base	A- EMT/Par	2021 Total		2022 Base	A- EMT/Par	2022 Total		2023 Base	A- EMT/Par	2023 Total		2024 Base	A- EMT/Par	2023 Total
COLA															
B.C. EMT-P	\$7,217.00	\$612.90	\$7,829.90		\$7,577.85	\$625.16	\$8,203.01		\$8,108.30	\$640.79	\$8,749.09		\$8,594.80	\$653.60	\$9,248.40
B.C. A-EMT	\$7,217.00	\$122.58	\$7,339.58		\$7,577.85	\$125.03	\$7,702.88		\$8,108.30	\$128.16	\$8,236.46		\$8,594.80	\$130.72	\$8,725.52
Battalion Chief	\$7,217.00		\$7,217.00	5%	\$7,577.85		\$7,577.85	7%	\$8,108.30		\$8,108.30	6%	\$8,594.80		\$8,594.80
Prob BC - P	\$6,857.00	\$612.90	\$7,469.90		\$7,199.85	\$625.16	\$7,825.01		\$7,703.84	\$640.79	\$8,344.63		\$8,166.07	\$653.60	\$8,819.67
Prob BC A-EMT	\$6,857.00	\$122.58	\$6,979.58		\$7,199.85	\$125.03	\$7,324.88		\$7,703.84	\$128.16	\$7,832.00		\$8,166.07	\$130.72	\$8,296.79
Probationary BC	\$6,857.00		\$6,857.00	5%	\$7,199.85		\$7,199.85	7%	\$7,703.84		\$7,703.84	6%	\$8,166.07		\$8,166.07
Captain EMT-P	\$6,842.00	\$612.90	\$7,454.90		\$7,184.10	\$625.16	\$7,809.26		\$7,686.99	\$640.79	\$8,327.78		\$8,148.21	\$653.60	\$8,801.81
Captain A-EMT	\$6,842.00	\$122.58	\$6,964.58		\$7,184.10	\$125.03	\$7,309.13		\$7,686.99	\$128.16	\$7,815.14		\$8,148.21	\$130.72	\$8,278.93
Captain	\$6,842.00		\$6,842.00	5%	\$7,184.10		\$7,184.10	7%	\$7,686.99		\$7,686.99	6%	\$8,148.21		\$8,148.21
Lieutenant EMT-P	\$6,486.00	\$612.90	\$7,098.90		\$6,810.30	\$625.16	\$7,435.46		\$7,287.02	\$640.79	\$7,927.81		\$7,724.24	\$653.60	\$8,377.84
Lieutenant A-EMT	\$6,486.00	\$122.58	\$6,608.58		\$6,810.30	\$125.03	\$6,935.33		\$7,287.02	\$128.16	\$7,415.18		\$7,724.24	\$130.72	\$7,854.96
Lieutenant	\$6,486.00		\$6,486.00	5%	\$6,810.30		\$6,810.30	7%	\$7,287.02		\$7,287.02	6%	\$7,724.24		\$7,724.24
Prob Lt - P	\$6,324.00	\$612.90	\$6,936.90		\$6,640.20	\$625.16	\$7,265.36		\$7,105.01	\$640.79	\$7,745.80		\$7,531.31	\$653.60	\$8,184.91
Prob Lt - A-EMT	\$6,324.00	\$122.58	\$6,446.58		\$6,640.20	\$125.03	\$6,765.23		\$7,105.01	\$128.16	\$7,233.17		\$7,531.31	\$130.72	\$7,662.03
Probationary Lt	\$6,324.00		\$6,324.00	5%	\$6,640.20		\$6,640.20	7%	\$7,105.01		\$7,105.01	6%	\$7,531.31		\$7,531.31
FF2 EMT-P	\$6,129.00	\$612.90	\$6,741.90		\$6,251.58	\$625.16	\$6,876.74		\$6,407.87	\$640.79	\$7,048.66		\$6,536.03	\$653.60	\$7,189.63
FF2 A-EMT	\$6,129.00	\$122.58	\$6,251.58		\$6,251.58	\$125.03	\$6,376.61		\$6,407.87	\$128.16	\$6,536.03		\$6,536.03	\$130.72	\$6,666.75
FF2	\$6,129.00		\$6,129.00	2%	\$6,251.58		\$6,251.58	2.50%	\$6,407.87		\$6,407.87	2%	\$6,536.03		\$6,536.03
FF1 EMT-P	\$5,791.00	\$612.90	\$6,403.90		\$5,906.82	\$625.16	\$6,531.98		\$6,054.49	\$640.79	\$6,695.28		\$6,175.58	\$653.60	\$6,829.18
FF1 A-EMT	\$5,791.00	\$122.58	\$5,913.58		\$5,906.82	\$125.03	\$6,031.85		\$6,054.49	\$128.16	\$6,182.65		\$6,175.58	\$130.72	\$6,306.30
FF1	\$5,791.00		\$5,791.00	2%	\$5,906.82		\$5,906.82	2.50%	\$6,054.49		\$6,054.49	2%	\$6,175.58		\$6,175.58
FF Probationary	\$5,473.00		\$5,473.00	2%	\$5,582.46		\$5,582.46	2.50%	\$5,694.11		\$5,694.11		\$5,807.99		\$5,807.99
FF Trainee	\$4,398.00		\$4,398.00	2%	\$4,485.96		\$4,485.96	2.50%	\$4,575.68		\$4,575.68		\$4,667.19		\$4,667.19

* A-EMT and Paramedic Incentive percentages are based on the Fire Fighter 2 wage.