AGREEMENT BY AND BETWEEN

CITY OF SUNNYSIDE, WASHINGTON

AND

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS UNION LOCAL #3542

Period of January 1, 2016 through December 31, 2018

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AGREEMENT BY AND BETWEEN
CITY OF SUNNYSIDE
AND
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS UNION
LOCAL #3542
Period of January 1, 2016 through December 31, 2018

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

ARTICLE I – RECOGNITION

1.1 The employer recognizes the Union as the exclusive bargaining agent for all full-time uniformed Fire Fighter employees the City of Sunnyside Fire Department, excluding the Fire Chief, confidential employees, all non-uniformed employees, Public Relations/Fire Prevention Officer, and Volunteer Fire Fighters of the Employer.

1.2 In the event the Public Relations/Fire Prevention Officer assumes EMS or suppression duties, that position then becomes a bargaining unit position and appropriate negotiations to follow.

ARTICLE 2 - NON-DISCRIMINATION

2.1 Neither the Employer nor the Union will discriminate against any employee because of race, color, creed, national origin, ancestry, sex, age (between the years of 40 and 70), marital status, or handicap (unless the nature and extent of the handicap reasonably precludes the performance of the particular employment).

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

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

ARTICLE 3 - UNION SECURITY

3.1 If an employee covered by this agreement has an objection or is forbidden to belong to the Union, based upon bona fide religious tenet or teaching of a church or religion to which he belongs, such employee shall pay an amount of money equivalent to the regular union initiation fees and regular union dues to a non-religious charity, or to another charitable organization. This must be mutually agreed upon by the employee

affected and the bargaining representative to whom such employee would otherwise pay the regular fees and monthly dues. Should an employee exercise this option, the Union and the employee may enter into an agreement to provide for a division of the costs incurred should the employee request the Union's assistance in pursuing a grievance on the employee's behalf. Any regular employee who is not a member of the Union, shall as a condition of employment pay the Union a monthly service charge equal to the monthly Union dues as a contribution towards the administration of this Agreement. Employees who fail to meet these requirements shall be notified in writing by the Union with a copy to the Employer. The issuance of this written notification by the Union to the City may constitute an authorization for the City to deduct the appropriate amount(s) from the affected employee's pay subject to the following provisions. Such deduction will be subject to a prior written agreement setting forth acceptable terms and conditions by and between the Union and the affected employee for the employee to comply with the payment of overdue amounts via a series of payroll deductions. Provided, further, the Union agrees to indemnify, defend and hold harmless the City from any and all claims, lawsuits, complaints, administrative proceedings, attorney's fees, costs, etc. associated with the affected employee filing claims, lawsuits, complaints, administrative proceedings, etc., against the City pertaining to the City's deductions of the delinquent initiation fee and dues as a result of the Union notification and the Union agreement with the affected employee.

ARTICLE 4 - PAYROLL DEDUCTION

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

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

4.3 Hold Harmless. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of action taken, or not taken by the Employer in reliance upon documents, cards, or other information furnished to the Employer by the Union in complying with any of the provisions of this Article.

ARTICLE 5 - UNION BUSINESS

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

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

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

ARTICLE 6 - UNION BULLETIN BOARD

6.1 The Employer agrees to furnish and maintain a suitable board in a convenient place in each station and work area to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin board. The bulletin board is not to exceed 12 square feet.

ARTICLE 7 - MANAGEMENT RIGHTS

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

7.1.1 To determine the Fire Department's mission;

7.1.2 To determine the Fire Department's budget;

7.1.3 To determine standards of service offered to the public;

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

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

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

7.2.1 To determine the makeup of the Fire Department's work force and make changes, from time to time, including the number and kinds of classifications, and to direct the Employer's work force toward the organizational goals established by Employer.

7.2.2 To determine methods and number of personnel needed to carry out the departmental operations and services;

7.2.3 The right to introduce and use any and all new or improved equipment, facilities and/or methodologies for improved and more efficient services to citizens; and,

7.2.4 The right to establish and operate sub-stations, to re-locate, to re-organize, or to combine work and scheduling.

7.2.5 The right to lay off employees due to lack of funds, lack of work, budgetary constraints and/or reorganization.

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

ARTICLE 8 - PREVAILING RIGHTS

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

ARTICLE 9 - PERFORMANCE OF DUTY - RULES AND REGULATIONS

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

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

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

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

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

ARTICLE 10- SHIFT TRADES

10.1 Employees shall have the right to exchange shifts with equally qualified employees, subject to prior approval of the Fire Chief or his designee. Shift trades shall be a no cost item to the Employer.

ARTICLE 11- UNIFORMS

11.1 All uniforms, safety “day” footwear, protective clothing and devices required of employees in performance of their duties, and cleaning thereof, shall be furnished by the employer, subject to the conditions stated in Section 11.2 below.

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

preference. The Employer will replace such safety "day" footwear when the footwear is worn out as determined by the Fire Chief.

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

11.4 Take home vehicles: This will be set forth in a department policy issued by the Chief.

ARTICLE 12 - PERSONNEL REDUCTION

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

12.2 In case of a layoff, the employee in the affected classification (i.e. Fire Fighter or Captain,) having the least seniority shall be laid off or demoted first, in accordance with the following:

12.2.1 If the classification subject to layoff is Captain, the Captain(s) with least seniority shall be demoted to Fire Fighter and then the least senior Fire Fighter shall be laid off, and,

12.2.2 If the classification subject to lay off is Fire Fighter, the Fire Fighter(s) with least seniority will be laid off first.

Time in the affected classification shall be given first consideration. If time in the affected classification is equal, scores on the Certification List(s) shall govern, such that the Employee with the lowest score on the most recent Certification List shall be laid off or demoted first as described above. If scores on the certification list are equal, then time in the affected classification shall govern such that the employee with the least time shall be laid off or demoted first as described above.

12.3 When Employees are laid off, their names shall be placed on a two (2) year re-employment list in inverse order of lay off. This list shall stand for a period of two (2) years. If the Employer determines and decides to recall personnel for employment, and if the recall list Employee(s) is currently qualified, then such Employee(s) will be given the opportunity to return to work subject to their ability to pass the physical requirements and subject to their having maintained or re-acquired the necessary certifications, prior to being rehired in accordance with Article 16.

ARTICLE 13 - GRIEVANCE PROCEDURE

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

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

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

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

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

13.3.3 Step 3 – Grievance Appealed to Arbitrator. The Union Executive Board controls whether or not to go to arbitration for the Association and the Employee. Except as provided in Section 13.3.5, a grievance which is not resolved as set forth above may be appealed to arbitration. Either party

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

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

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

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

13.3.4 Any grievance which the Employer's management shall have against the Union shall be reduced to writing and submitted to the president of the Union Local as per Step 2. If the matter is not satisfactorily settled at Step 2, appeal may be instituted as set forth in Section 13.3.3, Step 3, above.

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

13.4 Special Provisions

13.4.1 A Union representative and/or aggrieved party shall be granted reasonable time off without loss of pay for the purpose of processing a grievance as provided in Section 13.3.3 Step 3, above.

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

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

ARTICLE 14 - WORKING OUT OF CLASSIFICATION - EFFECT ON PAY

14.1 Commencing with the pay period following the date this Agreement is signed by both parties, any person covered by this Agreement who is assigned by the Fire Chief or his authorized designee to carry out the duties of the position or rank above that which he normally holds, shall be compensated in the following manner effective with the signature of this agreement by both parties:

14.1.1 An Employee shall receive an additional five percent (5%) for each hour worked out of class. The intent of this section is to compensate the Employee working out of class on an hour-for-hour basis for those hours worked out of classification.

ARTICLE 15 - VACANCIES AND PROMOTIONS

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

Employer determines that the vacancy is to be filled, it is the Employer's sole right to determine when the vacancy will be filled.

15.2 All vacancies shall be filled through a competitive examination process determined by the City of Sunnyside Civil Service Commission.

15.3 If and when it is determined by the Employer that a vacancy in a position covered by this Agreement is to be filled, appointment to the position shall be made by the appointing authority from among the top three (3) names on the certification list established for the position. If requested by the passed-over candidate(s), the Employer will provide the passed-over candidate(s) with written reason(s) for not being selected, provided, however, such selection process, written reason(s) and appointment(s) shall not be grieveable.

15.4 Entry-level, lateral entry, and promotion eligibility lists shall be maintained in accordance with the rules and regulations of the Civil Service Commission for Fire Employees except as provided in Section 15.5 below.

15.5 Promotional Testing:

15.5.1 Promotional testing for Bargaining Unit Positions is subject to the following provisions:

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

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

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

15.5.3 Testing procedures and materials and placement of candidates on any eligibility list shall not be grieveable. As is current practice, the rule of three shall be applied to the eligibility list in accordance with Section 15.3.

ARTICLE 16 - SALARIES AND SPECIAL PAYS

16.1 Salaries and special pays for bargaining unit employees are set forth In *Appendix "A"* attached hereto and incorporated herein by this reference.

16.2 Emergency Medical Service Incentive Pay. Each Fire Fighterand Captain, be allowed Incentive pay following the completion and certification for the medical service levels of proficiency achieved as per Section 16.3.2. The Chief, in his sole discretion,

will determine how many EMS certified employees there will be subject to budgetary determinations by the City. The required training class tuition shall be paid by the Employer. Employees shall be given compensatory time for required classes in accordance with the requirements of the law, subject to the Employer's FLSA Section 7 (k) exemptions. Higher levels of certifications that are not required for employment may be paid for by the Employer and subject to approval by the Fire Chief prior to taking the class. The following described medical service levels are recognized and align accordingly in *Appendix "A"*.

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

(1) EMT IV (intra-venous) Technician;
(2) AEMT (Advanced EMT)
(3) Washington State EMT Paramedic Certification

Definitions:

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

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

16.3 Requirements Pertaining to Certifications.

16.3.1 Subject to the directives of the Fire Chief, it is the responsibility of the Fire Fighter, Fire Fighter with paramedic certification, Captain, or to attend required training.

16.3.2 If the Fire Chief directs any Fire Fighter, Captain, to obtain any certification(s), such Fire Fighter or Fire Captain shall obtain and maintain such certification(s) as a condition of employment. Any Fire Fighter with Paramedic certification hired by the Employer shall maintain, as a condition of employment, his/her Paramedic certification unless the Chief directs otherwise. If a Fire Fighter, Fire Captain, fails to obtain and maintain any certification(s) as directed by the Chief, said Fire Fighter, Captain and/or shall be discharged (terminated).

16.3.3 It is the responsibility of each Fire Fighter, Captain, to maintain current certifications as training instructors in EMS as well as in Fire Suppression. The Chief shall determine, from time to time, how many training instructors are needed.

16.3.4 EMS Certification and Re-certifications.

A. The Employer shall pay for tuition and books for the initial certification and re-certifications for AEMT If the employee fails to complete the classes, the employee shall be responsible for reimbursing the Employer the full amount of books and tuition.

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

C. The Employer agrees to pay up to Two Hundred Fifty Dollars ($250) for tuition and books once every three (3) years for training outside of the Yakima County OTEP for each paramedic. Travel for such training outside of a fifty (50) mile travel distance for classes will be handled in accordance with the current City travel policies.

D. Paramedics and EMT IV Technicians will be allowed up to sixteen (16) hours of overtime for OTEP hours.

16.4 Effective January 1, 2014 there shall be up to three percent (3%) match of employee payroll deduction contributions to the deferred compensation plan. If the employee does not make a contribution to the deferred compensation program they are not eligible to receive and contribution by the City of Sunnyside.

ARTICLE 17 - HOURS OF WORK

17.1 In compliance with the provisions of the Fair Labor Standards Act, the Employer claims and the Union agrees that the Section 7(k) exemption with a twenty-seven (27) day work period (204-hour threshold) is applicable to the bargaining unit employees represented by the Union. The hours of work and overtime for the Fire Fighters, Captains shall be determined from time to time by the Fire Chief. An example of the schedule of hours of work is contained in *Appendix "B"* attached to this agreement, but this schedule is subject to change by the Fire Chief. If the Fire Chief determines a change is necessary, then thirty (30) days' notification will be provided to the affected employees, except in the case of an emergency. In the case of an emergency, as much notice as is practicable will be provided.

17.1.1 Changes to Work Schedule that Eliminate 24-hour Kelly Days. The parties agree and understand that current language in Article 17 allows the Employer to change work schedules upon thirty (30) days' prior notice to the Union. In the event the Employer determines and decides after June 30, 2008 to change the work schedule pursuant to the procedures of Article 17 so as to eliminate 24-hour Kelly Days, the parties agree that the "effects" upon implementation regarding affected bargaining unit members' salaries shall be resolved and determined in accordance with this subsection 17.1.1. Upon implementation of such change to work schedule, the employer shall increase the base wage of the affected bargaining unit member by the percentage that the additional hours of new scheduled work bears to the annual hours of scheduled work existing prior to the change of work schedule. (For example, using the change of schedule implemented December 29, 2005, the additional scheduled work hours resulted in an increase of 6.25% of scheduled hours of work. Thus, the base wage of each affected bargaining unit member would be increased 6.25% upon implementation of the new schedule and there will be twelve (12) hours of overtime per twenty-seven (27) day work period regardless of the use of vacation and sick leave; provided, however, no other leave usage will count for overtime purposes).

17.2 Regular Schedule Hours for Firefighters and Captains. An example of work schedules is attached as *Appendix "B"* to this contract. The work shift for 24-hour shift employees shall commence at 0800 and follow through to 0800 the following day. The hours of 0800 to 1800 hours will generally be structured hours.
Effective January 1, 2016, the structured work schedule is a s follows:
Mon-Fri = 0800-1800
Sat= 0800-1700
Sun=0800-1300

The hours of 0700 to 0800 will generally be structured hours in preparation for the next shift. Our Generally structured hours may be changed based on changed circumstances. These structured hours need to be flexible so as to accomplish the goals of the Sunnyside Fire Department (e.g. repairs to equipment or station, taking public blood pressures, general information to the public and EMS and fire suppression training to include regularly scheduled drills, etc.). Certain other activities are part of structured hours, such as standbys for public fireworks displays, community events, and medical standbys for football games during each calendar year. The holidays of Thanksgiving Day, Christmas Day, and New Year's Day will have structured hours of 0800 to 1200 hours. For non-24-hour shift employees, *Appendix "B"*, Work Schedule 3, is an example.

17.3 Overtime for Fire Fighters and Captains. Overtime is work performed in excess of the scheduled work (27 days, 204-hour threshold) for hours actually worked which is subject to prior authorization by supervisory or command personnel. Overtime shall be

paid at the rate of one and one-half (1 ½) times the employee's FLSA straight time rate. For the purpose of definition, the term 'supervisory or command personnel' shall be construed to be the Fire Chief or persons acting upon orders. Only hours of time actually worked and attendance at Employer mandated drills will be considered when computing overtime. The parties agree and understand that overtime will be calculated on "actual hours worked," which shall not include the hours the bargaining unit member is absent due to sick leave, vacation, military leave, administrative leave or other paid or unpaid leave; Provided, however, and commencing upon any change of work schedule in the future that eliminates the Kelly Days, the effects shall be determined by the provisions of Section 17.1.1.

17.3.**2** Emergency Call Out/Call Back. An emergency call for which an employee is requested to respond during non-duty hours shall be considered to be a minimum of one (1) hour. Each employee shall receive pay computed at the rate of one and one-half (1 ½) times the employee's FLSA straight time rate for call-back time; however, an employee responding as requested above and dispatched to handle a second or additional calls shall continue to receive the time and one-half (1 ½) rate, but shall not receive additional minimums for such subsequent call(s) until released from service by the officer in charge.

17.4 Pyramiding. There shall be no pyramiding of any time worked for any overtime purposes and no pyramiding for any compensation purposes.

17.5 Compensatory Time. Compensatory time may be accumulated for work that is required in excess of the scheduled work period (27 days, 204-hour threshold) for hours actually worked if compensatory time is mutually agreed upon by the Employee and the Employer for the performance of the duties of the position. The maximum accumulation of compensatory time shall not exceed the hourly limits set forth below as of December 31st of any given year. Any amount in excess of the hour limit will be paid to the Employee. Compensatory time shall be accrued at one and one-half (1 ½) times the actual time worked. Compensatory time off shall be charged at the rate of twenty-four (24) hours per shift. The maximum hourly compensatory time accumulation limit shall be eighty (80) hours. Any compensatory time off taken less than a full shift shall be on an hour for hour basis. Non-FLSA compensatory time will be taken off as directed by the Fire Chief. It shall be the practice of the Employer to provide Non-FLSA time off at the rate of one and one-half (1 ½) times the actual time for public relations classes, medical re-certification classes, Employer mandated fire service training classes and other programs jointly agreed upon by the Employer and Union.

17.6 Short Staffing. Short Staffing situations will be handled consistent with past practice.

17.7 Standby Pay for Paramedics and EMTs for Immediate Return to Duty Status for Transfers or Emergency Calls: Those bargaining unit members who are assigned to be on ambulance call-back will be paid One Dollar and Fifty Cents ($1.50) per hour standby pay in addition to any overtime pay for actual call-back. Employees on call-back status shall meet the minimum response time requirement while on stand-by.

Pertaining to the schedule for available on-call shifts, the schedule shall be posted forty-five (45) days in advance. It is the sole discretion of the Fire Chief to determine the number of shifts available and the level of certification needed to fill the shift. Employees may voluntarily sign up for one (1) shift thirty-one (31) to forty (40) days prior to the first of the month. Employees may then voluntarily sign up for any available shifts between twenty (20) and thirty (30) days prior to the first of the month. If there are shifts left unfilled at this point the Fire Chief has the right, in his sole discretion, to assign personnel to be on-call for the vacant on-call shifts provided the schedule is out fifteen (15) days prior to the first of the month. Any employee who has days they are unavailable to be on-call must submit those dates to the Fire Chief at least twenty (20) days prior to the first of the month.

Once the schedule has been posted, any employee who is on-call must be within a forty (40) minute response time to the fire station. Also, it is the sole responsibility of the employee to find a replacement if they become unavailable to be on-call after the schedule has been set. Coverage must be to the same level of certification required by the Chief for that shift. On-call employees may have to find coverage for shifts in the event an unforeseen emergency occurs at the discretion of the Fire Chief.

If both parties agree that adjustments to this program are needed, they may agree to do so by way of a letter of agreement and do not need to engage in collective bargaining. The current method of implementation will remain in effect until a new agreement is reached.

17.7.1 Duty Chief On-Call Standby. Those Captains who are assigned to be on Duty Chief standby will be paid Two Dollars and Fifty Cents ($2.50) per hour stand-by pay in addition to any overtime for actual call-back. Employee shall meet the minimum response time requirement while on stand-by.

In order to provide coverage in the absence of administrative staff the Fire Chief may allow the acting Captains to voluntarily sign up for Duty Chief stand-by shifts. (This will be set forth in a department policy by the Chief.

17.7.2 Spanish speaking Incentive. Each employee in this bargaining unit will be tested by an agency of employer choice for their skill level, passing with 80% and above will be compensated at 2.0% of base wage per pay period. This will be effective the first payroll following the passing of the exam.

ARTICLE 18- PAID LEAVES

18.1 Vacation.

18.1.**1A** **Accrual for Captains and Fire Fighters**. The following vacation allowance is available to all full time regular members of the bargaining unit:

A. Captain and Fire Fighter employees with less than four (4) years of employment with the Employer shall receive two hundred sixty (260) hours of vacation per year.

B. Captain and Fire Fighter employees shall receive, beginning with the fifth (5th) year of employment with the Employer, and through the sixth (6th) year of employment with the Employer, two hundred ninety-six (296) hours of vacation per year.

C. Captain and Fire Fighter employees shall receive, beginning with the seventh (7th) year of employment with the Employer, and through the fourteenth (14th) year of employment with the Employer, three hundred thirty-one (331) hours of vacation per year.

D. Captain and Fire Fighter employees shall receive beginning with the fifteenth (15th) year of employment with the Employer, three-hundred forty-three (343) hours of vacation per year.

E. Captain and Fire Fighter employees shall receive beginning with the sixteenth (16^{th}) year of employment with the Employer three-hundred fifty-five (355) hours of vacation per year.

E. Captain and Fire Fighter employees shall receive beginning with the seventeenth (17th) year of employment with the Employer three-hundred sixty-seven (367) hours of vacation per year.

18.1.2 Use for Captains and Fire Fighters. Any employee desiring to take vacation must make request therefor to the Fire Chief or his designee when possible at least thirty (30) days prior to the date the vacation time is to be taken. Provided, however, that no vacations may be taken during an employee's first six (6) months of employment. Further, no vacation shall accrue during a leave of absence. Employees shall take a minimum of forty-eight (48) hours of vacation per year. Vacation shall be charged at the rate of twenty-four (24) hours per shift for 24-hour shift employees. For non-24-hour shift employees, vacation shall be on an hour-for-hour basis. The maximum amount of vacation which can be accrued shall be three hundred sixty (360) hours as of December 31st of any given year.

The Employer and Employees will work jointly to establish each Employee's vacation schedule so that accrued vacation time will be spread equally throughout the year to avoid excessive vacation usage near the end of each year (i.e., months of November and December) so as to maintain efficiency of service and work schedules. Any payment for accrued and unused vacation leave, upon termination of employment for any reason, is subject to the limitations and conditions stated in Article 21.

18.2 Workers Compensation. Any bargaining unit member who is not a LEOFF I employee and who is sick or injured while working for the Employer, and is certified by a physician as unable to return to work, shall charge the first three (3) days to sick leave. During the following ninety (90) days of disability, the employee shall be compensated by the employer in an amount equal to the difference between the employee's regular salary and those sums the employee is paid by the State of Washington. After ninety-three (93) days, the Employer shall pay the difference between any sums received from the State and the employee's regular salary, charging the employee's sick leave and vacation accruals in that order, one-half (½) shift for each shift absent. The Employer's responsibility for continued payments shall cease when the employee's sick leave and vacation credits are exhausted or up to a maximum of six (6) months. These procedures will apply so long as they are consistent with the provisions of RCW 41.04.510.

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

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

18.5 Family Medical Leave Act.

18.5.1 Use of Accrued Paid Leaves for Family Medical Leave Act. Each employee requesting leave for any purpose permitted under the Family

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

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

ARTICLE 19 - SICK LEAVE

19.1 Sick Leave.

19.1.1 Accrual and Buy Back for Fire Fighters and Captains. Sick leave benefits shall accrue at the rate of twelve (12) hours per month. Sick leave shall be charged at the rate of twenty-four (24) hours per shift any sick leave taken less than a full shift shall be charged on an hour-for-hour basis. The maximum accrual shall be one thousand four hundred and forty (1,440) hours, provided a bargaining unit employee who accrues more than one thousand four hundred and forty (1,440) hours as of December 31st of any year shall be compensated for twenty-five percent (25%) of the excess sick leave hours paid at his/her current hourly rate of pay. The compensation shall be paid to the eligible employee with the January 1st payroll of the following year if the employee is employed as of January 1st of that following year. Sick leave buy back hours shall be considered part of any maximum amount provided for in the applicable Department of Retirement System statutes pertaining to "excess compensation" as set forth in Article 21.

19.1.2 Notification for Fire Fighter and Captains. Notification of absence on account of illness, injury, or exposure to disease, shall be given to the Fire Chief, or his designee, on the first day of absence. Failure to notify the Fire Chief on the first day of absence may constitute cause for loss of leave at the discretion of the Fire Chief and/or City Manager.

19.1.3 Uses.

A. Personal Illness or Injury. Bargaining unit employees shall be entitled to sick leave benefits when said employees are unable or unfit to report to work as a result of illness or injury, or when, through exposure to contagious diseases the presence of said employees at their post of duty would jeopardize the health of others. A doctor's certificate may be required by the Fire Chief at his discretion.

B. To Care for Minor Child. Pursuant to Chapter 236 of the Laws of the State of Washington for 1988, an employee may use his/her accrued sick leave to care for a minor child, under the age of eighteen (18), of the employee where the minor child has a health condition that requires treatment or supervision.

C. Sick Leave on Vacation. Whenever a bargaining unit employee who is off duty, on paid vacation, is actually disabled or ill during that period, the employee may charge such absence to the employee's sick leave account by sending prompt notice on the first day of sickness or disability and a doctor's certificate verifying the same to the Fire Chief. The remaining vacation during which the employee is ill or disabled will then be deferred.

D. Emergency Leave. "Emergency," for the purposes of this section, means the death or serious illness of a member of the employee's immediate family as defined below. In the event of death or serious Illness of a member of the employee's immediate family, said employee may, subject to the approval of the Fire Chief be absent from duty for not more than two shifts for any one occasion. Such absence shall be charged against said employee's sick leave credits. Immediate family shall be defined to include spouse, parent, child, brother, sister, father-in-law, mother-in-law, grandparents, or grandchildren, stepparent and stepchild living in the employee's household.

19.1.4 Use of Accrued Paid Sick Leave for Family Medical Leave Act. Each employee requesting leave for any purpose permitted under the Family Medical Leave Act shall be required to use any and all accrued paid leave time available for such purposes, including but not limited to, vacation, sick leave, emergency leave and compensatory time. Any such leave taken shall be counted against the total leave time available to such employee under the Family Medical Leave Act.

ARTICLE 20 – INSURANCE

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

20.1.1 Effective January 1, 2013, the Employer pays $1033.44 per employee per month, and the Employee, by payroll deduction, pays **$242.33** per month toward the combined premium cost of the medical, dental and vision insurance plans for employee/family coverage. In calendar years 2015 and 2016, the Employee will pay thirty percent **30**%) of any increase in the combined premium cost of the medical, dental and vision insurance plans. The Finance Director shall determine the payments to be made by the Employer and the Employees. The Human Resources staff will provide thirty (30) calendar days written notice of calculation to President of Bargaining unit. This determination shall not be subject to grievance.

20.1.2 Payroll Deduction. Any amounts in excess of the Employer's contribution necessary to pay the premiums shall be paid by the Employee and shall be handled by payroll deduction on the last pay period of the month.

provided and made available from the insurance company. It is the responsibility of the Employee to read these health care booklets, to determine when he/she will become eligible for each benefit. In the event an employee shall have a month pass in which he/she is not compensated for the required number of hours for the Employer to pay his/her premium, it is the Employee's responsibility to immediately contact the insurance carrier to determine which of the benefits allow self-payments to continue the coverage for himself/herself and dependents. If an employee misplaces any of the booklets, the Employee should contact the City Clerk's office at 818 E. Edison Avenue, Sunnyside, Washington, 98944 for a replacement copy.

20.1.4 Long-Term Disability Coverage. The Employer agrees to purchase long-term disability coverage through the Association of Washington Cities Benefit Trust and Standard Insurance Company for all LEOFF II bargaining unit employees. Effective August 1, 2010, or sooner if administratively possible, the Employer agrees to remit up to the same contribution level to the bargaining unit for acquisition by bargaining unit members of long-term disability coverage through the Washington State Council of Firefighters Disability Plan II for LEOFF II bargaining unit employees. This coverage is being purchased to compensate for the lack of coverage by Social Security. If, at any time, coverage becomes available through Social Security, either by election of the Employees or as required by law, long-term disability coverage shall terminate.

Term Life Insurance. The Employer shall purchase a policy of term life insurance in the amount of not less than Ten Thousand Dollars ($10,000) for each bargaining unit employee. Effective August 1, 2010, or sooner if administratively possible, the Employer agrees to remit up to the same contribution level to the bargaining unit for acquisition by bargaining unit members of term life insurance coverage through the Washington State Council of Firefighters Disability Plan II.

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

ARTICLE 21 - TERMINATION OF EMPLOYMENT

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

A. Accrued and unused vacation;
B. Accrued and unused compensatory time; and
C. Overtime for which pay has been authorized;

Provided that payment for accrued and unused vacation shall not exceed the applicable maximum accrual amount provided in Section 18.1.2. Upon retirement, payment for accrued and unused vacation shall not exceed the applicable maximum accrual amount provided in Section 18.1.2 or the maximum amount provided for in the applicable Department of Retirement System statutes, rules and regulations, whichever is the lesser. The purpose of the lesser maximum for accrued time is to protect the City from having to pay a lump sum or any other sums due to a determination by the Department of Retirement Systems pertaining to "excess compensation". The intent of the lesser maximum is to remove the City's potential liability for the "ballooning of pension payments" as determined by current and/or future retirement systems statutes, rules and regulations, and/or legislative enactment's.

In case of death of an employee, such compensation shall be made to the estate of the deceased or to the surviving spouse.

ARTICLE 22 - PROBATIONARY PERIOD

22.1 The probationary period for Fire Fighters, Captains shall be one (1) year. During the probationary period for a Fire Fighter, the Fire Fighter is subject to termination/discharge without just cause and without any recourse. During the probationary period for a Captain, the Captain is subject to demotion and transfer back to the position held by the Employee prior to promotion to Captain, for cause.

ARTICLE 23 - EDUCATION INCENTIVE PAY

23.1 The Fire Fighters, Captains, shall be eligible for the following education incentives: One and one-half percent (1.5%) of the employee's base salary rate per month for every forty-five (45) college credit hours earned toward a degree in Associate of Arts and Science or Applied Science by an accredited college subject to the employee receiving the degree in Associate of Arts and Science or Applied Science is grandfathered at the beginning of this agreement for those currently receiving this benefit. The following will control this benefit:

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

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

23.1.3Education incentives are not to be considered until the employee has completed one (1) year of employment.

23.1.4All incentive pay for AA/BA are subject to prior approval by the Fire Chief.

23.1.5Education incentives shall not exceed three percent (3.0%) for achieving AA and five percent (5%) for achieving a BA of base wage per month..

ARTICLE 24 – SUCCESSORSHIP

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

ARTICLE 25 - NEW JOB CLASSIFICATION

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

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

ARTICLE 26 - HIRING

26.1 Hiring, transferring, promotions, and demotions will be carried out consistent with the terms of this agreement and/**or** civil service rules and regulations.

ARTICLE 27-DISCIPLINE

27.1 Employees may be disciplined or discharged for just cause. In the case of non-serious violation (s) or misconduct(s), as determined by the Employer, discipline should be applied at progressive and escalating levels to allow the Employee proper notice of misconduct and an opportunity to improve performance. The level or degree of discipline imposed shall be appropriately based on the Employee's prior record of service, length of service, severity of offense and prior record of discipline. In the case of serious violation(s)

or misconduct(s) as determined by the Employer, discipline may be administered without regard to progression for the first violation(s) or misconduct(s).

27.2 Disciplinary action or measures shall include only the following:

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

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

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

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

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

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

27.8 Depending on the severity of the offense the Employer is not restricted to taking disciplinary action by way of a progression as outlined in Section 27.2.

ARTICLE 28 – COMPLIANCE

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

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

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

ARTICLE 29 - SAVINGS CLAUSE

29.1 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 30 - TERM OF AGREEMENT

30.1 The terms of this agreement shall be in full force and effect from January 1, **2016** until December 31, **2018**.

30.2 Either party desiring to enter into negotiations for a succeeding agreement shall notify the other party by July I5 prior to the date of the expiration of this agreement of its desire to commence negotiations. The party receiving such notice shall acknowledge its receipt. It is the intention of the parties to schedule negotiation meetings at a mutually convenient time following receipt of such notice. In the event a new contract is not approved by the expiration date stated above, this agreement will remain in effect until such time as a new agreement is ratified by both parties.

ARTICLE 31 - RESPONSE TIME

31.1 Response Time. Bargaining unit employees covered by this agreement shall not be mandated to reside within any specific area but shall be able to respond to the fire station within forty (40) minutes from the time of call or dispatch.

ARTICLE 32 – RETIREE MEDICAL TRUST

32.1 Retiree Medical Trust. A Retiree Medical Trust program may be implemented subject to the following provisions:

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

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

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

32.4 None of the provisions of Article 32 are grieveable by the Union and/or Employees.

ARTICLE 33 – TEMPORARY DUTY DISABILITY AND SERVICE CREDIT BUY BACK

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

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

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

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

LEOFF Benefit Supervisor

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

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

B. The member may establish up to six (6) months of service credit for each incident covered by RCW 41.04.500 through 41.04.530 or RCW 41.04.535, with a maximum of twenty-four (24) months for your career.

C. To establish service credit, a member must be employed in an eligible position or on authorized leave of absence. Service credit cannot be granted after a member separates from employment even if he or she subsequently returns to service.

D. The Employer shall pay both the Employer's and the Employee's contribution at the rates in effect for the period of service to be credited.

E. Contributions are to be based on the "regular compensation" the member would have received if he or she had been able to work during the time to be credited. Salary increases that would have applied during this time are "regular compensation".

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

ARTICLE 34 – PERSONAL PHYSICAL FITNESS STANDARDS AND TESTING

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

34.2. Participation.

A. New Hires. Effective the January 1, 2006, all new hire fire fighters shall be required for a period of six (6) years, inclusive of the probationary period, as a condition of employment, to be enrolled and participate in the Program, and to meet the minimum physical fitness testing standards as described below. Fire Fighters who are hired after January 1, 2006 and who promote to Captain will continue to be enrolled in the Program for the minimum six- (6) year period (commencing from date of original hire) and to meet the minimum physical fitness testing standards as a condition of employment.

Sunset Clause. Any employee who was hired after January 1, 2006 may opt out of the Program any time after six (6) years of participation, but in lieu of such participation, such employee shall obtain from his or her physician or other qualified medical officer, sports medicine specialist, or other qualified physical fitness trainer a personal fitness plan and shall perform and comply with such personal fitness plan. Any employee opting out of the Program and implementing a personal fitness plan shall not be eligible for the monetary fitness incentive described below. Any employee electing to continue to participate in the Program after six (6) years of participation may continue to participate in the Program with eligibility for the monetary fitness incentive described below.

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

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

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

34.3. Physical Fitness Ability Test Description.

The Employee must pass the following:

A. Reposition of a Charged Hose Line. One Hundred Fifty (150) feet of 2 1/2 " hose fully charged with nozzle attached and a static pressure of 80-100 psi will be attached to a hydrant. When time starts, the candidate will pick up the hose and double back towards the hydrant. Time stops when the candidate crosses a line next to the hydrant. Minimum passing time: twenty (20) seconds.

B. Equipment Carry. The candidate will be required to run 240 yards. The candidate will start by picking up a fire extinguisher (weighing approx. 31 lbs.) and run 120 ft. placing it in a box, or and outlined square space marked on the ground. The candidate will then return empty handed to the start line and pick up an air bottle (weighing approx. 20 lbs.) run 120 feet and place it in the box or square. The candidate will then return empty handed to the start line and pick up a first aid box (weighing approx. 20 lbs.) and run 120 feet and place it in the box or square. The candidate will then return to the start/finish line empty handed. The time starts when the candidate crosses the start line and ends when they cross the finish line. Minimum passing time: seventy (70) seconds.

C. Dummy Drag. The candidate will be required to drag a 180 lb. Manikin 100 ft. The manikin will be placed at the start line. The candidate will grasp the manikin by the upper torso, under the arms, and drag the manikin 100 ft. to the finish line. Time will start when the candidate touches the manikin and will stop when he/she crosses the finish line. Minimum passing time: twenty-five (25) seconds.

D. Hose Bundle Lift. The candidate will be required to take ten (10) 2 1/2 " hose bundles off of the top row of the hose rack and place them on the bottom row. Once all ten bundles are on the bottom row the candidate will then immediately return them back to the top row. All ten bundles must be neatly placed on the rack, setting upright side-by-side. Time starts when the candidate touches the first hose bundle and ends when the last bundle is placed back on the back on the top row. Minimum passing time: fifty (50) seconds.

E. Run. The candidate will be required to run a mile and one-half within the required time outlined in the time sheet. Time starts when the timer says "Go" and time ends when the candidate crosses the finish line. Minimum passing time: fourteen (14) minutes thirty-one (31) seconds.

34.4. Administration of Physical Fitness Testing.

The physical fitness ability testing shall be conducted once each year, with the test administered in May and annual testing thereafter in the same month. Participating employees shall be notified at least thirty (30) days in advance of the specific testing date, time, and location. The Employer may select a month other than May for succeeding years.

All participating employees must make themselves available on the scheduled test dates. Employees who are ill or injured on the date of any scheduled test may request an alternate test date or alternate scope of test by providing medical documentation of their condition. A request for an alternate test date or alternate scope of test must be made sufficiently in advance of the test date, so the Employer can fairly and fully consider and schedule any requested alternate test date or alternate scope of test. Last hour requests will not be considered. The Fire Chief shall make the final decision regarding the granting of alternate test date or scope of test.

Employees who have an emergent or extraordinary schedule conflict with the announced test dates may request an alternate test date. The reason(s) for the request must be presented to the Fire Chief in writing preferably at least five (5) days before the scheduled test date. The Fire Chief shall make the final decision regarding the granting of alternate test date and arrangements.

34.5 Test Results.

A. New Hires. For Fire Fighters employed after January 1, 2006 or who are promoted to Captain passing the minimum test requirements shall be a condition of employment. Failure to achieve a passing score shall invoke

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

B. CURRENT EMPLOYEES. Those employees hired before the effective date of this Program who elect to enroll and participate in the Program, and who achieve a passing score on the annual test, shall be entitled to receive the fitness incentive pay described below. If such employees do not achieve a passing score on the annual test, such employees shall not receive, and shall not be eligible to receive any fitness incentive pay until a passing score is achieved. The employee may retest those events not passed during the initial test. If employee re-takes and completes failed event(s) with a passing score within 30 days, employee shall receive incentive pay without interruption. If employee fails event or do not pass within 30 days, then incentive will be suspended. Employee has up to 90 days to complete failed event(s) with a passing score for incentive to be re-instated. If employee does not pass failed event(s) within 90 days employee shall not be entitled to receive any such fitness incentive pay until next succeeding scheduled annual test is conducted.

34.6 Fitness Test Benchmarks – Fitness Incentive Pay.

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

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

ARTICLE 35 – RANDOM DRUG TESTING

35.1 Purpose. The City and Local #3542 support a drug free community and in an effort to set an example for the citizens and more particularly the youth of our city have agreed that all bargaining unit employees will be subject to a program of random drug testing administered by an independent third party. This program will be a condition of employment for all employees in this bargaining unit and appointment for all elected officials, appointed voluntary board members of all advisory boards and commissions of the City, and all full and part-time employees of the City. Recognizing that this program must be approved by each bargaining unit of the City and established by ordinance, this

article shall not become effective until each bargaining unit of the City has incorporated the same article in their collective bargaining contracts and the City Council has adopted the necessary ordinance to apply the same random drug testing to all elected officials, volunteer board and commission members, part-time employees, and non-represented and management employees of the City. Said ordinance shall require that any employee covered by this bargaining agreement, elected official or volunteer board or commission member who tests positive shall be removed from office and that all management, part-time, and non-represented employees who test positive shall be subject to disciplinary action including termination of employment with the City.

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

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

ARTICLE 36 – LIGHT DUTY

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

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

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

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

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

A. If hours worked are less than forty (40) per week, the Employee shall use sick leave or other leave time to make up the difference between forty (40) hours and the time actually worked. The Employee shall continue to receive his/her regular salary while working a light duty assignment, and shall continue to receive all benefits until all leave balances have been used.

B. While working light duty, the Employee may observe all City Holidays by using accrued holiday leave time or vacation leave time at ten (10) hours per day of work. Employees may utilize accrued holiday and/or vacation leave time for time off during their light duty assignment on an hour-for-hour basis as approved by the Employee's supervisor. Accrual rates for vacation and sick leave will

continue at normal shift rates.

C. Employees shall utilize sick leave to attend medical appointments during scheduled work hours and shall notify their supervisor as far in advance as possible of medical appointments.

ARTICLE 37 – FITNESS FOR DUTY EXAMINATIONS

37.1 Fitness for duty examinations will be conducted if the Employer determines such fitness for duty examination is necessary to ascertain whether the Employee can perform the essential functions of the job. A fitness for duty assessment becomes necessary in an incident or event specific setting, or where a pattern of significant sick leave usage or job performance causes the Employer to have a reasonable belief that the Employee may not be fit for duty which may include but is not limited to an injury, or a health or psychological condition that reveals itself while the Employee is on duty or off duty and interferes with the Employee performing the work of the position. If the fitness for duty examination pertains to the Employee's inability to physically perform the essential functions of their job as it relates to the physical exertion required for structural firefighting, then the first requirement shall be for the Employee to pass the fitness standards addressed in the physical fitness incentive program provisions of Section 34.3 of the CBA. If the Employee fails these fitness standards then the Employer has the right to institute disciplinary procedures up to and including discharge. If the fitness for duty examination pertains to other physical or mental conditions that interfere with the Employee's ability to perform the essential functions of the job then the provisions of this Article shall apply.

37.2 On any occasion when the City believes that a fitness for duty examination is necessary with respect to a particular bargaining unit member, the City will notify both the impacted bargaining unit member and Local #3542 of the City's belief in writing, and the City will also explain in writing the basis for its belief in this regard as is set forth in Section 37.1 above. Employee shall provide the City with a patient's waiver of medical information or a release prepared by the City for the purposes of acquiring necessary information from the medical providers to ascertain whether an employee can perform the essential functions of the job.

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

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

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

37.6 Either party shall have the right within no more than ten (10) working days of receipt of the result of the initial fitness for duty examination to seek a second opinion about fitness for duty issue(s) from a physician of the party's choice at the expense of the party seeking the second opinion, if insurance doesn't cover the cost. Sections 37.2, 37.4 and 37.5 above shall also apply to second opinion examinations. The second opinion must be completed within thirty (30) days from receiving the results of the initial examination. If neither party seeks a second opinion then the results of the initial fitness for duty examination shall be binding.

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

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

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

APPENDIX A
Salaries and Special Pays

YEAR	GRADE	Step A	Step B	Step C	Step D
2009	21a	$ 3,852	$ 4,045	$ 4,246	$ 4,459

YEAR	GRADE		Step A	Step B	Step C	Step D
2014	301	**Monthly**	**$ 4294**	**$ 4509**	**$ 4733**	**$ 4969**
	Firefighter	*Annual*	*$51,528*	*$54,108*	*$56,796*	*$59,628*
		Hourly (2080)				
2015	301	**Monthly**	**$ 4402**	**$ 4622**	**$ 4851**	**$ 5094**
	Firefighter	*Annual*	*$52,824*	*$55,464*	*58,212*	*$61,128*
		Hourly (2080)				
2016			**4512**	**4738**	**4972**	**5221**
			54,144	*56,856*	*59,664*	*62,652*

YEAR	GRADE	Step A	Step B	Step C	Step D
2009	22b	$ -	$ -	$ 4,681	$ 4,905

YEAR	GRADE		Step A	Step B	Step C	Step D
2014	301	**Monthly**	**$ -**	**$ -**	**$ 5369**	**$ 5627**
	Captain	*Annual*	*$ -*	*$ -*	*$64,428*	*$67,524*
		Hourly (2080)	*$ -*	*$ -*		
2015	301	**Monthly**	**$ -**	**$ -**	**$ 5503**	**$ 5768**
	Captain	*Annual*	*$ -*	*$ -*	*$66,036*	*$69,216*
		Hourly (2080)	*$ -*	*$ -*		
2016					**5641**	**5912**
					67,692	*70,946*

A. Salaries. Salaries above shall be effective January 1 of each listed year.

B. For Firefighters and Captains, :

Effective January 1, **2016**, there shall be a **two** point five (**2.5**%) percent general increase to the **2015** pay scale. Effective July 1, **2017**, Open Wage Renegotiations.

C. Special Incentive Pays. The Chief has the right to direct employees to obtain certifications as determined necessary by the Chief. If the Chief directs employees to obtain certifications and they do so then they will receive the incentive pays. If the Chief does not direct employee(s) to obtain certifications then employees shall not receive the incentive pays. Effective July 1, 1999, an employee who has obtained and is maintaining certification for such level(s) of proficiency as stated in Article 16, including field experience and periodic testing, as required by the Emergency Medical Services Council, shall receive Emergency Medical Service Incentive Pay for each certification level as set forth below. Provided that: If at any time an employee fails to maintain certification for any of the levels of proficiency, the employee shall not be entitled to receive the Special Incentive pay for such level(s) during such period of canceled or lapsed certification. Failure to maintain certifications shall be grounds for discharge (termination) of employment pursuant to Article 16, specifically Section 16.3.2.

	Certification	Monthly
(1)	**EMT IV (intravenous) Technician**	**2.5% Top FF Pay Step ***
(2)	**AEMT Advanced EMT**	**5.0% Top FF Pay Step**
(3)	**Washington State EMT Paramedic**	**10% above Top FF Pay Step**

*Note: Only employees who have incentive (1) above shall be limited to two point five percent (2.5%) above Top FF Pay Step. Employees who have (2) above are not entitled to add incentives for (1) (if they have it) to the AEMT (Advanced EMT) incentive; this incentive shall be limited to five point zero percent (5.0%) above Top FF Pay Step. Employees who have (3) above are not entitled to add incentives for (1) and (2) (if they have them) to the Washington State EMT Paramedic incentive, this incentive shall be limited to ten point zero percent (10.0%) above Top FF Pay.

These provisions pertaining to special incentive pays are subject to the provisions and conditions in Article 16.

D. Longevity. Effective beginning January 1, 2011, Fire Fighters and Captains will be eligible for longevity pay as follows:

5	One point zero percent (1.0%) on base wage
10years	One point seven-five percent (1.75%) on base wage
15 years	Two point five percent (2.5%) on base wage

20 years	Three point two-five percent (3.25%) on base wage

These percentages are not cumulative.

APPENDIX B

EXAMPLES OF SCHEDULES OF WORK

Work Schedule1:

Work Schedule 1 is a twenty-four (24) hours on, forty-eight (48) hours off schedule. Work Schedule 1 has "A" "B" "C" shifts within the twenty-seven (27) day work period. This Work Schedule shall be determined by the Fire Chief and administered in accordance with the provisions of Article 17.

Effective, January 1, 2016, the structured work schedule is as follows:
Monday – Friday 0800-1800
Saturday = 0800-1700
Sunday = 0800-1300

Work Schedule 2:

Work Schedule 2 is a twenty-four (24) hours on, twenty-four (24) hours off, twenty-four (24) hours on, twenty-four (24) hours off, twenty-four (24) hours on, followed by ninety-six (96) hours off, work schedule. There are nine (9) twenty-four (24) hour shifts scheduled in a twenty-seven (27) day work cycle. This schedule is used by typically assigned to one (1) employee to cover scheduled Kelly Days.

Effective, January 1, 2016, the structured work schedule is as follows:
Monday – Friday 0800-1800
Saturday = 0800-1700
Sunday = 0800-1300

IN WITNESS THEREOF, the parties hereto have set their hands this 12th day of January, 2016

CITY OF SUNNYSIDE, WA

Donald Day, City Manager

Aaron Markham, Fire Chief

Anna Bullock, Human Resource

ATTEST:

ATTEST:

Leland Kerr, Management Attorney

CITY CONTRACT NO: A-2016-12
RESOLUTION NO: 2016-03
COUNCIL MTG: 1-11-16

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL #3542

Mike Beckwith, President

Chad DenBoer, Vice President

Tucker Walker, Secretary

Paul Filicetti, Treasurer