

# **AGREEMENT**

**By and Between**

**CITY OF RENTON**

**and**

**RENTON FIREFIGHTERS LOCAL 864**

***January 1, 2013– December 31, 2015***

**Firefighters, Local 864 Contract  
2013 - 2015**

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**PREAMBLE**

This Agreement is entered into between the City of Renton, hereinafter referred to as the Employer, and the Renton Firefighters Local 864, hereinafter referred to as the Local or Union, governing wages, hours, and working conditions.

**ARTICLE 1 – RECOGNITION AND BARGAINING UNIT**

**1.1. Represented Classifications.** The Employer recognizes the Local as the exclusive representative of all classifications of the Renton Fire & Emergency Services Department, as listed in Appendix A, consistent with Department of Labor & Industries certification (Case No. 0-1013).

**1.2. Union Officials.** The elected President, or any other members of the Local appointed by the President, shall be recognized by the Employer as an official of the Local empowered to act on behalf of the members of the unit for negotiating with the Employer. The number of official representatives representing the Local on any matter shall be limited to three.

**1.3. Union Responsibility.** The Employer recognizes the Local's right to operate and manage its affairs in accord with its Constitution and By-Laws. The Local agrees and covenants to act strictly in conformity with its Constitution and By-Laws, with all State statutes, and with the terms set forth in this agreement.

**ARTICLE 2 – UNION MEMBERSHIP AND DUES DEDUCTION**

**2.1. Membership/Non-Association.** The Employer and the Local agree that all employees covered by the terms of this Agreement who are members of the Local on the execution date of the Agreement shall remain members and those who are not members on the execution date of this Agreement shall, on or before the thirtieth day following the execution date of this Agreement, become and remain members of the Local. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall, on the thirtieth day following the beginning of such employment, become and remain members of the Local. PROVIDED: The right of non-association of employees of the Renton Fire & Emergency Services Department based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member shall be protected at all times, and such employee shall pay a sum as is provided in RCW 41.56, "Chapter 59, Laws of 1973".

**2.2. Executive Board Release Time.** The Employer will grant to employees who are Union representatives reasonable time off with pay for the purpose of attending scheduled sessions with City officials that concern Union business provided that normal flow at work is not interrupted. Beginning in 2011, the City will provide a bank of \$10,000 per calendar year to pay to backfill Union representatives that are out on Union business. The Employer retains the right to restrict such release time when an emergency exists or such release would create a danger to public safety.

**2.3. Union Dues Deductions.** Upon written authorization by an employee and approval by a representative of the Local, the Employer agrees to deduct from the wages of each employee the sum certified as initiation fee and once each month Union dues and forward the sum to the Local's Secretary or Treasurer. If an employee does not have a check coming to him/her or the check is not large enough to satisfy the assessments, no deduction shall be made from the employee for that calendar month.

The Union agrees to hold the Employer harmless from any claims filed by employees against the Employer arising out of the Employer's activities to enforce the provisions of this article, except those caused by negligence by the Employer.

**2.4. Union-Directed Trust Fund.** Local 864 shall have the option during the life of this contract to direct the City to deduct a fixed dollar/percentage from the base salaries for all classifications covered by the contract. The City shall deposit such deduction biweekly into a trust fund established by the Association to pay health insurance premiums for eligible retirees and dependents as directed by the Union.

Upon the exercise of this option, the Association agrees to allow the City to audit the books and records of the trust it establishes, at the City's request, and to indemnify, defend and hold the City harmless from any and all liability, claims, demands, suit or any loss or damage, or injury to persons or property arising from or related to the provisions of this paragraph, including income tax withholding liabilities or tax penalties.

**2.5. PAC Program Deductions.** The Employer will allow Local 864 the option to have funds deducted from their paychecks 12 times annually to allow for contribution to the IAFF Fire PAC and WSCFF Fast PAC programs. The Employer will cut one check to the IAFF made out to the IAFF Fire PAC and one check to the WSCFF Fast PAC made out to the WSCFF Fast PAC once a month to Local 864. Local 864 will be responsible for the delivery of the checks to the IAFF and to the WSCFF.

### **ARTICLE 3 – EMPLOYMENT PRACTICES**

Personnel reductions, vacancies, and promotions shall be handled in accordance with existing Civil Service Rules and Regulations and state laws relating or pertaining thereto.

**3.1. Personnel Files.** The personnel files are the property of the Employer. The Employer agrees that the contents of the personnel files, including the personal photographs, shall be confidential and shall restrict the use of information in the files to internal use by the Fire & Emergency Services Department and the Human Resources & Risk Management Department, as needed.

This provision shall not restrict such information from becoming subject to due process by any court or administrative tribunal. It is further agreed that information may be released to outside groups subject to the approval of both the Employer and the employee. Nothing in this Section shall prevent any employee from viewing his/her original personnel file. A request to review the personnel

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file must be made at least 24 hours in advance. The Employer and the employee agree that nothing of a disciplinary nature shall be inserted into the personnel file without a copy first going to the employee.

Written warnings shall be expunged from personnel files (at employee's written request) after a maximum period of two (2) years if there is no reoccurrence of misconduct for which the employee was disciplined during that period. Any record of serious discipline, defined as suspension or greater, with the exception of discipline for discrimination, harassment, or retaliation shall be expunged from the personnel files after a maximum of four (4) years if there is no reoccurrence of misconduct for which the employee is disciplined during that period. Nothing in this section shall be construed as requiring the Employer to destroy any employment records necessary to the Employer's case if it is engaged in litigation with the employee regarding that employee's employment at the time those records would otherwise be destroyed. The parties recognize that the Employer may retain internal investigation files although such files may not be used in discipline and discharge cases if they could not otherwise be retained in personnel files pursuant to this section. Personnel files shall be released to the Civil Service Commission for the purpose of promotional examinations and in the event of disciplinary hearings.

**3.2. Non-Discrimination Clause.** It is agreed by the Employer and the Local that both parties are obligated to provide equality of opportunity, consideration, and treatment of all employees employed by the Renton Fire & Emergency Services Department in

all phases of the employment process. Therefore, both the Union and the Employer agree not to discriminate on the basis of Union activity, race, color, gender, national origin, age, disability (unless a bona fide occupational qualification exists), ethnic group, marital status, religion, or sexual orientation. (Including those persons exercising their rights under Article 2, Section A.)

**3.3. Seniority.** Any employee in a classification listed in Appendix A shall accrue seniority through continuous employment with the Renton Fire & Emergency Services Department including those employees that become members of the bargaining unit as a result of merger. The Employer shall establish a seniority list and shall update it at least once per calendar year. The seniority list shall be posted on the bulletin board with a copy sent to the Secretary of the Union. This list shall be established by classification.

**3.4. Lay Off.** Layoffs will be based on seniority with the first layoff being the employee with the least amount of time within the Renton Fire & Emergency Services Department. In the event of the abolishment of a position the employee(s) with the least amount of time in rank shall be laid off or dropped in rank. An employee will not be reduced in rank by more than one classification as a result of layoffs or staff reductions. In the event an employee is rehired the Chief will have the discretion to determine an adequate amount of training necessary to resume the duties of the position. If a layoff is necessary the employee will be placed on a rehire list that will last for (5) five years. In the event of rehire purposes the list will be used as the sole list and will be used until it has been depleted and or (5) years has expired. After six (6) months in a laid off status a

physical examination is a prerequisite for reemployment. A reinstated employee shall serve a probationary period of one year if the employee has been laid off for two and one half years (2 ½) or more. A rehired employee will assume rank and time in grade equal to their classification at the time of separation.

#### **ARTICLE 4 – HOURS OF WORK**

For the purpose of defining working hours, the department shall be divided into the following sections: Community Risk Reduction, Safety and Support Services, and Response Operations.

##### **4.1. Community Risk Reduction and Safety & Support Sections.**

The normal schedule for employees assigned to either Community Risk Reduction or Safety and Support Services sections shall be equivalent to 40 hours per week exclusive of lunch. Workdays shall commence at as early as 0600 or as late as 0900 hours, Monday through Friday, in any combination of the following mutually agreed schedules:

- (4) – 10 hour days per week, or
- (5) – 8 hour days per week, or
- (8) – 9 hour days, (1) 8 hour day and every other Monday or Friday off in a pay period (a '9-80' schedule).

**4.2. Response Operations Section.** The normal working schedule for the Fire Response Operations section shall be in twenty-four (24) hour shifts as follows. For Section 7(k) purposes under the Fair Labor Standards Act, the work period (FLSA, 29 U.S.C., 207)(k) shall

be eighteen (18) days beginning on January 2, 2010 and every eighteen (18) days thereafter, for a total of 136 hours maximum:

**4.2.1. Shift Personnel.** Employees will work one twenty-four (24) hour shift followed by forty-eight (48) hours off duty. The working shift will begin at 0800 hours, except for a Captain working as an Acting Battalion Chief/Safety Officer. Acting Battalion Chiefs/Safety Officers will start at 0730 hours.

**4.2.2. Kelly Shift.** Employees will receive one “Kelly” shift every six (6) regularly scheduled shifts to reduce the normal workweek to 46.6 hours.

**4.2.3. Lunch and Dinner Breaks.** A one-hour lunch break, and a one-hour dinner break, shall be included in the daily work schedule, in accordance with *Fire & Emergency Services Department Rules and Standard Operating Procedures*.

**4.2.4. Rest Breaks.** Rest breaks will be allowed in accordance with *Fire & Emergency Services Department Rules and Standard Operating Procedures*.

**4.2.5. Consecutive Hours Worked.** The number of consecutive hours an Employee is allowed to work in Response Operations shall not exceed seventy-two (72) hours. Exception: In the event of an emergency when it is necessary to retain a workforce on the scene or at the stations.

**4.3. Training and Drills.** Training and drill hours shall be from 0800 to 2200 hours Monday through Sunday. Night drills will be scheduled by management for the purpose of maintaining operational skills in the area of night fire response operations and interdepartmental cooperation.

For purposes of this Section, training is defined to include those subjects and classifications of training as set forth in the *International Fire Service Training Association Manual, Current Edition* and the Washington State Joint Apprenticeship Training Council. Training does not include other forms of scheduled work such as maintenance and repair of equipment and facilities, inspections, public instruction, and directly related activities unless the foregoing are being taught as part of a regularly scheduled classification of training.

**4.4. Shift Exchanges.** Employees may exchange shifts with prior approval of the company supervisor and in accord with Fire & Emergency Services Department Rules and Regulations. No shift exchange shall be made which will result in extra payroll cost to the Employer. All shift exchanges must be repaid within twelve (12) months of date of exchange.

**4.5. Standby Pay:** Employees performing standby duty encompassing either "Safety Officer" or Response Operations will be paid at a rate of five (5) dollars an hour. Employees on the list will remain in a duty ready state and available to respond within one (1) hour for a response operations recall and 30 minutes for a Safety Officer recall. Employees on the list will be paid for an entire

24 hour shift unless they are activated, at that time the employee will transfer to the appropriate pay rate of 1.5 times straight time pay.

## **ARTICLE 5 –SALARIES**

Salaries shall be paid in accord with Appendix A of this Agreement.

**5.1. Pay Days.** Paydays shall be on the 10<sup>th</sup> and 25<sup>th</sup> of each month. Should the paydays fall on a Saturday or Sunday or holiday, paychecks shall be issued on the preceding working day. For the pay period, December 16 through December 31, pay will be received on January 10 the following year. The City retains the right to mandate electronic deposit of paychecks during the life of this agreement.

**5.2. Payroll Errors.** When an error has been made on a paycheck affecting the regular pay, which includes premiums, payroll will make every effort to correct the error(s) within ten (10) business days. If an error has been made affecting pay other than regular pay, which includes premiums, the correction will be made on the following paycheck after the error was reported to payroll.

## **ARTICLE 6 - DEPARTMENTAL WORK RULES**

**6.1. Notification of Changes.** Excluding emergency situations, the Employer agrees to notify the Local in advance of changes affecting working conditions of any employee covered by this Agreement. At

the request of the Local, the Employer agrees to meet and confer with the Local before such changes are put into effect.

**6.2. Uniform Allowance.** Each employee shall receive a uniform allowance of 1.25% of top step of firefighter annual base pay. The Uniform allowance paycheck will be paid on a separate voucher on the second payday in February. The purpose of such allowance is to buy, maintain, and/or repair any equipment or clothing required by the Employer which is not furnished by the Employer. All employees covered shall have and maintain 3 house uniforms.

The Employer shall furnish all protective clothing or protective devices required of the employees in the performance of their duties; such protective clothing and devices will remain the property of the Employer and shall be worn only in the performance of Renton Fire & Emergency Services Department duties.

**6.2.1. Safety Boots.** The employee will be required to maintain a pair of approved safety boots as stated in the SOP's. The replacement costs of these boots will be borne by the employee.

**6.2.2. Repayment of Allowance.** The allowance is subject to a pro rata deduction from the employee's final paycheck in the event he/she does not serve the entire twelve months for which such payment was made, with the exception of an employee who retires or expires, in which event no deduction shall be made.

**6.2.3. Quartermaster System.** In lieu of this allowance and at the Employer's option, a quartermaster system may be instituted. Under this program the Employer would purchase and maintain, including cleaning, any equipment or clothing required by the Employer. Prior to implementation both parties shall agree as to what is required equipment and clothing.

**6.2.4. Uniform Inspections.** Periodic inspections may be conducted at the discretion of the Chief to monitor the appearance and serviceability of uniform clothing and equipment. It shall be the responsibility of the individual employee to replace any piece of clothing or equipment which the Chief determines is substandard.

**6.3. Working Out of Classification.** A Firefighter or officer who is assigned to assume the duties of a higher classification as set forth in the Fire & Emergency Services Department Standard Operating Procedures shall be paid at the rate of the higher classification hour for hour.

An officer from the Captain's rank or higher may be assigned to assume the role of Acting Deputy Fire Chief. The Acting Deputy Fire Chief will receive compensation as the Battalion Chief/Safety Officer's rate per the current bargaining agreement and maintain all benefits in such agreement including the eligibility to work overtime as outlined in Article 19. They will also receive the day

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shift differential pay for the period of the assignment. Employees acting in this position will remain members of Local 864.

**6.4. Assignment outside Response Operations.** Firefighters, Lieutenants, and Captains assigned to day shift for 30 consecutive days or more (excluding light duty) shall receive an additional 5 percent (5%) of the employee's base wage per pay period. All contract provisions relative to working out of classification or relative to holidays shall be applicable.

Employees assigned to day positions may be assigned to that position for up to two (2) years. Additional time in that position may be mutually agreed upon in one (1) year increments. If that employee is promoted outside of that position, the commitment to the position from which they are promoted will be waived.

**6.5. Premium Pay.**

In addition to regular pay, premium pay shall be granted to certain employees in accordance with the schedule below. The Fire Chief retains the right to determine the number of individuals assigned to any departmental special team.

<b>Employee</b>	<b>Premium per Month</b>
Special Team Assignment (Rope, Dive, or HazMat)	1%

## **ARTICLE 7 – SICK LEAVE**

Sick leave benefits are hereby fixed and established in the following manner:

**7.1. LEOFF I Sick Leave Accrual Rate.** The Employer agrees to allow each LEOFF I employee hired before October 1, 1977 sick leave benefits computed on the following basis:

All LEOFF I members will accrue sick leave at a rate of twenty-four (24) hours per month up to a maximum balance of one hundred sixty-eight (168) hours and at a maximum accrual rate of 168 hours per year.

**7.2. LEOFF I Use of Sick Leave.** In case of sickness or disability, the LEOFF I employee shall first use and exhaust any and all sick leave benefits accrued pursuant to Section 7.1 above prior to receiving any sick or disability benefits pursuant to RCW 41.26.150 and/or for RCW 41.26.120. Sick leave benefits shall not be accrued during any period while such employee is on “disability leave” or “disability retirement” under the provisions of the LEOFF System. However, if such employee is returned to full active duty with the Employer prior to the expiration of the six-month period and prior to any final disability retirement, then such leave credit shall accrue to his/her benefit during such temporary period of disability.

**7.3. LEOFF II Sick Leave Accrual Rate.** The employer agrees to allow each employee hired after October 1, 1977, sick leave benefits computed on the following, basis:

All LEOFF II employees will accrue sick leave at a rate of twelve (12) hours per month up to a maximum accrual of one thousand, four hundred and forty hours (1,440).

Upon employment, new full time employees shall receive thirty-six (36) hours of sick leave. Upon completion of the first three (3) months of employment, an additional thirty-six (36) hours of sick leave will be granted. After six (6) months of full time employment, employees will accrue sick leave at the rate of twelve (12) hours per month to a maximum of 1,440 hours. At no time shall the total sick leave accrued under this section and the supplemental sick leave benefits available under Section 7.10 exceed 1,440 hours.

**7.4. LEOFF II Sick Leave Cash Out.** Cash payment for sick leave accrued under Section 7.3 of this Article will be made upon an employee's death, retirement or voluntary separation while in good standing at the rate of one-half (1/2) regular pay for each hour accrued. Employees hired on or after January 1, 1994, shall not be eligible for cash out of accrued sick leave. This provision does not apply to any injury leave benefits provided under Section 7.6 and supplemental sick leave benefits provided under Section 7.10 of this Article.

**7.5. Disability Leave.** Disability leave benefits shall be provided to LEOFF II employees in accordance with the laws of the State of Washington when it has been determined that the disability is duty-related.

**7.6. LEOFF II OJI Benefit.** All LEOFF II employees will receive up to six (6) consecutive calendar months of full pay and benefits for L & I qualified duty-related disabilities. The maximum period of this benefit will not exceed six consecutive calendar months.

**7.6.1.** The coverage begins the first day or shift of time loss.

**7.6.2.** The employee with the disability will not be required to use any personal sick leave if the duration of the illness or injury is six consecutive calendar months or less.

**7.6.3.** No Vacation or Holiday leave can be used during the six consecutive calendar month period.

**7.6.4.** Any light duty performed during the period of disability will not extend the period of the six consecutive calendar months.

**7.6.5.** This benefit will conclude when any of the following conditions occur:

- a. The employee is cleared for return to full duty;
- b. The employee remains on disability and completes their six consecutive calendar months; or,
- c. During the six consecutive months, the Department of L & I declares the individual to be 'fixed and stable' with a disability that permanently prevents a return to full duty.

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**7.6.6.** The intent of this agreement is to make an injured member financially 'whole' for the duration of the recovery period. The total compensation received by an injured employee will not exceed their regular duty compensation.

**7.6.7.** All benefits provided in accordance with the contract will continue to accrue while an employee is using the LEOFF II OJI benefit.

**7.6.8.** Reimbursement Checks from the Third Party Administrator (TPA) sent to an employee must be submitted to the City of Renton within 30 days of receipt by the employee. The employee must endorse the check to the City of Renton. The intent of the six months of coverage is to make the employee financially 'whole'.

**7.6.9.** The total compensation received by the employee will not exceed their regular duty compensation.

**7.6.10.** In accordance with State law, employees will be reimbursed for all approved L & I travel expenses.

**7.6.11.** Crediting of TPA Wage Reimbursement checks once the initial six consecutive calendar months of full coverage by the City has been completed:

- a. The employee must submit their reimbursement check to the City of Renton as identified above.
- b. In turn, the City will credit the employee's sick leave account. The amount of sick leave credit will be

determined by dividing the check's value by the employee's regular hourly rate (including premiums). The number of hours (and any fraction thereof) will be added to the balance of the employee's sick leave account.

- c. This process will continue until the employee exhausts their personal sick leave.

**7.6.12.** If an employee terminates employment with the Employer for reasons other than disability, lay-off, or retirement, the value of any injury leave used from this bank but not accrued shall be paid back to the Employer through payroll deduction.

**7.7. Sick Leave to Care for Child.** Accrued sick leave may be used to care for a child under eighteen years of age with a health condition that requires treatment or supervision, including preventative health care, as specified in WAC 296-130-010 through 296-130-500. For the purposes of this section, child is defined as the natural or adopted child of the employee, the natural or adopted child of the employee's spouse or a child under the employee's legal guardianship, legal custody, or foster care.

**7.8. Sick Leave for Family Medical Emergency.** Available sick leave may be granted upon permission from the Chief of the Department or, in his/her absence, the senior officer in charge in the case of sudden family emergencies other than the care of a child under eighteen years of age with a health condition that requires treatment or supervision.

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**7.9. Sick Leave Bonus.** This section applies to any LEOFF I or LEOFF II employee who accrues sick leave benefits under Section 7.1 and 7.3 of this article. The Sick Bonus is granted based on the amount of sick leave hours used (excluding OJI) in the previous calendar year as described in the table below. The amount of Sick Bonus hours issued will be based on whether the employee is assigned to shift or days in February of the current year. As noted, day staff usage and payment will be calculated at the conversion rate of .858 rounded to the nearest whole hour for all hours in this section. Payment will be issued on a separate voucher on the second payday in February.

<b>SHIFT STAFF</b>				
Sick Leave Hours Used	0	>0 to 24	>24 to 48	>48
Bonus Hours Issued	24	24	24	0
Bonus Hours Payment	Double time	Time and one half	Straight time	No Bonus

<b>DAY STAFF</b>				
Sick Leave Hours Used	0	>0 to 21	>21 to 41	>41
Bonus Hours Issued	21	21	21	0
Bonus Hours Payment	Double time	Time and one half	Straight time	No Bonus

**7.10. Supplemental Sick Leave for Response Operations Section.** During the term of this Agreement, Response Operations personnel

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hired after October 1, 1977 (LEOFF II) may, in case of personal illness or off duty disability, be granted supplemental sick leave upon permission from the Chief of the Department after any and all sick leave accrued pursuant to Section 7.3 of this Article has been exhausted. Supplemental sick leave benefits shall be computed at the rate of twelve (12) hours per month for each full month of employment from January 1, 1994. At no time shall the total sick leave accrued under Section 7.3 of this Article and the supplemental sick leave benefits available under this section exceed 1,440 hours.

**7.11. Light Duty Eligibility.** All LEOFF II employees having an extended injury or illness are eligible for up to 12 months of light duty.

**7.12. Sick Leave Conversion.** The sick leave conversion factor of  $(40/46.6 = .858)$  will be used when converting from a 24 hr shift to day shift or from a day shift to 24 hr shift. To convert from a 24hr shift to day shift take the 24hr shift hours  $\times .858 =$  new day shift hours. To convert from day shift to 24hr shift hours take the day shift hours  $/ .858 =$  new 24 hr shift hours; rounded to the nearest whole hour. All Local 864 members will be allocated sick leave hours to their payroll sick leave account based upon their shift/day shift assignment. In the case that an employee is moved mid-year conversion will take place if necessary.

Please use the following chart to determine sick leave usage per day when an employee is temporarily assigned to days (such as light duty):

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<b>Sick Leave Hours Taken</b>	<b>Conversion Factor</b>	<b>Converted Time Used</b>	<b>Rounded Leave Used</b>
1.0	.858	1.165501166	1.25
1.25	.858	1.456876457	1.50
1.50	.858	1.748251748	1.75
1.75	.858	2.03962704	2.00
2.00	.858	2.331002331	2.25
2.25	.858	2.622377622	2.50
2.50	.858	2.913752914	3.00
2.75	.858	3.205128205	3.25
3.00	.858	3.496503497	3.50
3.25	.858	3.787878788	3.75
3.50	.858	4.079254079	4.00
3.75	.858	4.370629371	4.25
4.00	.858	4.662004662	4.75
4.25	.858	4.953379953	5.00
4.50	.858	5.244755245	5.25
4.75	.858	5.536130536	5.50
5.00	.858	5.827505828	5.75
5.25	.858	6.118881119	6.00
5.50	.858	6.41025641	6.50
5.75	.858	6.701631702	6.75
6.00	.858	6.993006993	7.00
6.25	.858	7.284382284	7.25
6.50	.858	7.5757576	7.50
6.75	.858	7.867132	7.75
7.00	.858	8.158508	8.25

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7.25	.858	8.44988	8.50
7.50	.858	8.74125	8.75
7.75	.858	9.03263	9.00
8.00	.858	9.324009	9.25
8.25	.858	9.615384	9.50
8.50	.858	9.906759	10.00
8.75	.858	10.1981	10.25
9.00	.858	10.48951	10.50
9.25	.858	10.78088	10.75
9.50	.858	11.07226	11.00
9.75	.858	11.36363	11.25
10.00	.858	11.65501	11.75

**7.13. Emergency Leave.** Employees will be allowed to use up to two shifts of accrued sick leave hours per year for the purpose of covering emergency time off, which is not related to illness or injury. An emergency is defined as an unexpected situation or sudden occurrence of a serious or urgent nature that demands immediate attention. This provision will be effective on January 1, 2015 as a pilot program. Unless an extension is mutually agreed to, this program will end December 31, 2015. This provision applies to 24-hour shift personnel only.

**ARTICLE 8 – HOLIDAYS**

The following are recognized as legal holidays and shall be taken by all employees working a 40-hour work week:

1. The first day of January, commonly called New Year's Day.

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2. The third Monday in January, commonly known as Martin Luther King, Jr.'s, birthday.
3. The last Monday in May, commonly known as Memorial Day.
4. The fourth day of July, being the anniversary of the Declaration of Independence.
5. The first Monday in September, to be known as Labor Day.
6. November 11 (Veteran's Day).
7. The fourth Thursday of November, to be known as Thanksgiving Day.
8. The fourth Friday of November, the day after Thanksgiving Day.
9. The twenty-fifth day of December, commonly called Christmas Day.
10. The day before Christmas shall be a holiday for City employees when Christmas Day occurs on a Tuesday or Friday. The day after Christmas shall be a holiday for City employees when Christmas Day occurs on a Monday, Wednesday, or Thursday. When Christmas Day occurs on a Saturday, the two preceding working days shall be observed as holidays. When Christmas Day occurs on a Sunday, the two working days following shall be observed as holidays.
11. Two floating Holidays of the employee's choice.
12. Any other day designated by public proclamation of the Chief Executive of the State, and agreed to by the Mayor or City Council, as a legal holiday.

13. For employees working a 40-hour work week, if the holiday falls on a regularly scheduled “flex” day, the employee must plot the holiday on another day. The employee will have thirty (30) days before or after to replot the holiday.

**8.1. Holiday Sellback.** All employees working 24-hour shifts shall receive five (5) shifts off in lieu of holidays. The employee may at his/her option, sell back from zero (0) to five (5) shifts of holiday time at the straight time rate. In the event an employee does not serve the entire twelve (12) months in which the payout was made, the sell back amount will be subject to a pro rata deduction from the employee’s final paycheck. Payment for Holidays sold back to the City shall be paid by the end of February of each year. The Holiday sellback check will be issued on a separate voucher.

**8.2. Holiday Scheduling.** Scheduling of holiday time off will be done in a manner to prevent the necessity of overtime payment by the Employer and in accord with *Fire & Emergency Services Department Rules and Standard Operating Procedures*.

**8.3. Working Thanksgiving and Christmas Day.** Those employees required to work Thanksgiving or Christmas Day shall receive compensation at the double-time rate for the hours worked during those holidays.

**8.4. Holiday Conversion.** The holiday conversion factor of (40/46.6 = .858) will be used when converting from a 24 hr shift to day shift or from a day shift to 24 hr shift. To convert from a 24hr shift to

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day shift take the 24hr shift hours x .858 = new day shift hours. To convert from day shift to 24hr shift hours take the day shift hours/.858 = new 24 hr shift hours, rounded to the nearest whole hour. All Local 864 members will be allocated holiday hours to their payroll holiday account based upon their shift/day shift assignment. In the case that an employee is moved mid-year conversion will take place if necessary.

Use the following chart to determine the Holiday or Vacation leave usage per day when an employee is temporarily assigned to days (such as Light Duty):

<b>Leave Hours Taken</b>	<b>Conversion Factor</b>	<b>Converted Leave Time</b>	<b>Rounded Time Used</b>
1	0.858	1.1655	1
2	0.858	2.3310	2
3	0.858	3.4965	3
4	0.858	4.6620	5
5	0.858	5.8275	6
6	0.858	6.9930	7
7	0.858	8.1585	8
8	0.858	9.3240	9
9	0.858	10.4895	10
10	0.858	11.6550	12

**ARTICLE 9 – EDUCATIONAL INCENTIVE AND PROMOTIONAL  
QUALIFICATIONS**

**9.1. Education Incentive.** Additional pay shall be awarded as an education incentive to employees of the Department at the following scale and for the following achievements. The Chief shall insure all educational requirements are met through an accredited program. Educational incentives shall be paid to the employee beginning the next pay period following receipt of proper documentation by the Human Resources & Risk Management Department and shall not be retro-active. Payments will be rounded to the nearest whole dollar.

<b>Degree Type</b>	<b>Incentive</b> <i>(based on Firefighter top step)</i>
Fire Science Certification	2%
Two-year degree with fire emphasis	4%
BA/BS degree and two-year degree with fire emphasis	6%

**9.2. Promotional Qualifications.** Employees hired on or after January 1, 1997, are required to have a fire science certification to qualify for the promotional examination for Lieutenant; a two-year degree with fire emphasis to qualify for the promotional examination for Captain and a BA/BS degree, in addition to a two-year degree with fire emphasis, to qualify for the promotional examination for Battalion Chief/Safety Officer. The Fire Chief may

waive the promotional requirements if fewer than three employees qualify for an examination.

## **ARTICLE 10 – VACATIONS**

The use of vacation is based on the calendar year. Scheduling of vacation time shall be done in a manner to prevent the necessity of overtime payment by the Employer and in accord with Fire & Emergency Services Department Rules and Standard Operating Procedures. When staffing levels permit, a certain number of available staff shall be permitted to schedule time off, including any holidays and “Kelly” days.

**10.1. Vacation Plotting for Shift Personnel.** Twenty-four (24) hour shift personnel will plot the number of full shifts accrued the prior year. The employee will be paid out at the straight time rate for the odd hours remaining. The employee will not carry over any vacation from year to year.

**10.2. Vacation Scheduling for Day Personnel.** During the course of their assignment, employees assigned to days must schedule at least 50% of his/her vacation hours accrued in the prior year by January 31. An employee may carry over the balance of accrued vacation hours into the following year, not to exceed the limits in paragraph 10.3.3 below.

**10.3. Returning to 24-Hour Shift Schedule.** Employees returning to shift work from his/her day shift assignment have the option of:

**10.3.1.** Cash out half of his/her vacation hours remaining in the year and plot the other half for the following year, or

**10.3.2.** Cash out all of the remaining hours.

**10.3.3.** The remaining hours to be cashed out or rolled over at the end of an assignment shall be limited up to the number of hours accrued during the final year of the assignment.

**10.3.4.** Cash out shall be at the day shift hourly rate in effect on the last day of the employee's day shift assignment.

**10.4. Unused Plotted Vacation.** At the discretion of the Chief, any employee unable to use plotted vacation due to illness/injury, or recall to active military duty, may be paid at the straight time rate or be allowed to re-plot time off in the affected year.

**10.5. Vacation Accrual Rate.** Employees hired mid-year will use vacation on a pro-rated basis (See Appendix C Vacation Prorated Schedule). The following vacation benefit schedule shall be applicable to employees hired January 1 of any year.

<u>Calendar Year In Service</u>	<u>Hours/Shifts Used per Year</u>
1 <sup>st</sup>	0
2	72 hrs/3 shifts
3	96 hrs/4 shifts
4	120 hrs/5 shifts
5	144 hrs/6 shifts

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6-10 yrs	216 hrs/9 shifts
11-15 yrs	264 hrs/11 shifts
16-20 yrs	312 hrs/13 shifts
21 + yrs	336 hrs/14 shifts

Each year, in the month of September, Labor and Management will produce agreed upon vacation hours for all members. The hours will be entered by Finance into each employee's vacation account to be used the following year.

**10.6. Vacation Conversion.** When an employee is assigned to days, or moves back to 24-hour shift, the vacation conversion factor ( $40/46.6 = .858$ ) will be used. When an employee is temporarily assigned to days for longer than six (6) pay periods, due to illness, injury, or temporary assignment, sick leave, holidays and vacation will be converted if necessary. Upon re-assignment to shift, the remaining hours will be converted back to shift.

**Convert from 24-hour Shift to Days.** Shift vacation allocation x  $.858 =$  day staff vacation hours.

**Convert from Days to 24-hour Shift.** Day staff vacation balance  $\div .858 =$  shift vacation hours.

All employees will be allocated hours to their payroll vacation account based upon their 24-hour shift/day staff assignment. In cases of mid-year assignment changes, the unused portion of vacation will be converted. At the discretion of the Chief, when a day staff employee is assigned mid-year to 24-hour shift, the

converted vacation hours will be plotted in the affected year, or paid at the straight time rate.

Vacation will be taken at the employee's request and will be granted in accordance with Department SOP and the approval of the section Deputy Chief.

### **ARTICLE 11 –BEREAVEMENT**

Time off with pay for up to one (1) shift or day shall be granted to employees covered by this agreement for bereavement of the death of an employee's mother, father, brother, sister, spouse, child, domestic partner, domestic partner's child, mother-in-law, father-in-law, grandchild, or grandparents. These hours shall be noted as bereavement leave and shall not affect vacation or sick leave accumulations. When special conditions exist, up to three shifts of sick leave may be granted, upon proper request, for the purpose of bereavement as described above. All requests for extended bereavement leave shall be approved by the Fire Chief. Members of the Bargaining Unit shall be permitted to attend funeral services on duty for family members of Local 864 employees. Employees scheduled to work the day of a funeral shall be able to attend the service within their response area and will respond to calls for service as requested.

The City and the Union also agree that daily work schedules will be completed as if no interruption in work resulted from attending a funeral service and would result in no overtime cost to the City.

## **ARTICLE 12 – LONGEVITY**

The schedule of payment for longevity appears as Appendix B of this Agreement.

Longevity allowances shall be payable on the first payday following the anniversary of the employee.

## **ARTICLE 13 – PENSIONS**

Pensions for employees and contributions to pension funds will be governed by the Washington State Statute in existence at the time.

## **ARTICLE 14 – INSURANCE**

### **14.1. Definitions:**

**REHBT:** Renton Employees' Healthcare Board of Trustees

**REHP:** Renton Employees' Healthcare Plan

**Funding Goal:** It is the responsibility of the Renton Employees' Healthcare Board of Trustees to establish and maintain fund goals in relationship to the Renton Employees' Healthcare Plan.

**Plan Member:** An eligible Renton employee, along with their dependents, that is covered under the Renton Employee's Healthcare Plan.

**Premiums:** The contributions made to the REHP by both the City and the employees to cover the total cost of purchasing the REHP. Contributions made by employees for co-pays, lab fees, ineligible charges, etc., are not considered premiums for the purpose of this Article.

## **14.2. Health Insurance**

**14.2.1. Participation.** The City and the Local/Union/Guild agree to jointly manage the REHP during the term of this agreement. The REHBT is comprised of AFSCME Local 2170; Firefighters Local 864; Police Guild; and the City, and will meet at least quarterly to review the REHP including costs associated with the REHP.

Medical coverage shall be provided in accord with the laws of the State of Washington, RCW 41.26.150 and federal plans: Patient Protection and Affordable Care Act and the Health Care and Education Affordability Reconciliation Act of 2010. The Local/Union/Guild agrees to continue participation in the REHBT and to identify and support cost containment measures.

**14.2.2. Plan Coverage.** The City will provide a medical/dental, vision, and prescription drug insurance plan for all eligible employees including all bargaining unit members and their eligible dependents.

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**14.2.3. Premiums.** For the calendar years 2010 through calendar year 2015 the total cost of the plan shall be divided as follows:

<b>YEAR</b>	<b>CITY</b>	<b>EMPLOYEES</b>
2010	96%	4%
2011	96%	4%
2012	95%	5%
2013	94%	6%
2014	93%	7%
2015	92%	8%

Employee premiums will be based upon the following categories:

- Employee
- Employee/Spouse or Domestic Partner
- Employee/Spouse or Domestic Partner/1
- Employee/Spouse or Domestic Partner/2+
- Employee/1
- Employee/2+

**14.2.4. Projected Costs.** For calendar year 2013, the contributions to the benefit fund (premium revenue) shall be the same as the contribution made in the calendar year 2012, subject to the plan cost sharing provision between employer and employees per current bargaining agreements. Beginning calendar year 2014 going forward, the plan contributions shall be calculated by the percentage of actual plan cost increase

that occurred in the previous year. The year in review shall be from July 1<sup>st</sup> to June 30<sup>th</sup>.

**14.2.5. Group Health Coverage.** Bargaining unit members that chose to be covered by Group Health insurance will be required to pay the premium cost of the self-funded plan plus any additional premium cost above the self-funded plan.

**14.2.6. Renton Employees' Healthcare Board of Trustees.**

The REHBT includes members from each participating Union. Each union will have a maximum of one (1) vote, i.e. the Firefighter Union has two (2) bargaining units but only receives one (1) vote on the REHBT, and the Police Guild has two (2) bargaining units but only receives one (1) vote on the REHBT. The City only receives one (1) vote also. If all bargaining units participate, the voting bodies would be as follows: AFSCME – 2170; Firefighters – 864; Police Guild; and the City for a total of four (4) votes.

**14.2.7. Plan Changes.** The members of the REHBT shall have full authority to make plan design changes without further concurrence from bargaining unit members and the City Council during the life of this agreement.

**14.2.8. Voting.** Changes in the REHP will be determined by a majority of the votes cast by REHBT members. A tie vote of the REHBT members related to a proposed plan design change will result in continuing the current design.

**14.2.9. Surplus.** Any surplus in the Medical Plan shall remain available only for use by the Renton Employees' Health Plan Board of Trustees for either improvements in the Plan, future costs increase offsets, rebates to participants, or reduction in employee contributions.

**14.3. Life Insurance.** The Employer shall furnish to the employee a group term life insurance policy in the amount of the employee's annual salary rounded to the nearest \$1,000 including double indemnity. The Employer shall furnish a group term life insurance policy for \$1,000 for the employee's spouse and \$1,000 for each dependent.

**14.4. Federal/State Healthcare Options.** In the event of a Federal/State healthcare option, the REHBT shall have the option to review the proposed Federal/State option and take appropriate actions.

**14.5. COBRA.** When an employee or dependent's health care benefits ceases, the employee or dependent shall be offered medical and dental benefits under the provision of Consolidated Omnibus Budget Reconciliation Act (COBRA) for a period of eighteen (18) months.

**14.6. Health and Wellness Program.** The employer agrees to pay \$10.00 per month per employee to promote health and wellness within the Renton Fire & Emergency Services Department. The employees agree to pay \$5.00 per month per employee to promote health and wellness within the Renton Fire & Emergency Services

Department. This amount will be deducted from the employee's paycheck on the 10<sup>th</sup> of each month. The funds will be placed in a separate account and carried over each year. These funds shall be used in accordance with Renton Fire & Emergency Services Department Policies.

**ARTICLE 15 – DEFERRED COMPENSATION**  
**& INCOME PROTECTION PLAN**

**15.1. Annual Contribution.** The City currently contributes 3.5% into the employees' deferred compensation account. Effective January 1, 2015, the City agrees to contribute an additional 2.0% for a total of 5.5% into the employees' deferred compensation account.

**15.2. Combat Challenge Contribution.** The City agrees to contribute 2.5% to the deferred compensation plan in exchange for voluntary participation, and successful completion of the fire fighter combat challenge.

The test shall be given annually in the preceding year. Any employee who does not meet the standard has one (1) additional opportunity to pass the test by the end of the preceding year.

Any employee receiving deferred compensation who is unable to take the combat challenge due to disability or sick leave will continue to receive the deferred compensation. Once the employee returns to full duty they have 90 days to complete the combat challenge.

## **ARTICLE 16 – MANAGEMENT RIGHTS**

The Local recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accord with its responsibilities and powers of authority.

**16.1. Overtime.** The Employer has the right to schedule overtime work as required in a manner most advantageous to the department and consistent with requirements of municipal employment and public safety.

**16.2. Incidental Job Duties.** It is understood by the parties that every incidental duty connected with fire service oriented operations enumerated in job classifications is not always specifically described.

**16.3. Just Cause Disciplinary Action.** The Employer reserves the right to discharge or discipline all employees for just cause.

**16.4. Layoff/Staff Reduction.** The Employer reserves the right to lay off employees for lack of work or funds; or for the occurrence of conditions beyond the control of the department; or when such continuation of work would be wasteful and unproductive. The Employer shall have the right to determine reasonable schedules of work and to establish the methods and processes by which such work is performed in accord with Article 4 of this Agreement.

**16.5. City Officials' Authority.** No policies or procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the authority conferred on City officials as defined in the following:

**16.5.1. Mayor.** The Ordinance responsibility of the Mayor as Chief Executive Officer of the City for enforcing the laws of the State and City, passing upon Ordinances adopted by the City Council, recommending an annual budget, or directing the proper performance of all executive departments.

**16.5.2. City Council.** The responsibility of the City Council for the enactment of Ordinances, the appropriation of monies, and final determination of employee compensation.

**16.5.3. Civil Service Commission.** The responsibility of the Civil Service Commission as provided by State statute for determining, among other things, classification, status, and tenure appointments in the fire service.

**16.5.4. Fire Chief.** The responsibilities of the Fire Chief and his/her delegates as governed by City Ordinance and Civil Service Rules and Department Rules and as limited by the provisions of this Agreement.

- a. To recruit, assign, transfer, or promote employees to positions within the Department.
- b. To suspend, demote, discharge, or take other disciplinary action against employees for just cause.

- c. To relieve employees from duties because of lack of work, lack of funds, or for disciplinary reasons.
- d. To determine methods, means, and employees necessary for departmental operations.
- e. To control the departmental budget.
- f. To take whatever actions are necessary in emergencies in order to assure the proper functioning of the Department.

**16.6. Probation Status.** Probationary fire fighters are considered “At will employees” their first year.

### **ARTICLE 17 – PERFORMANCE OF DUTY**

Nothing in this Agreement shall be construed to give an employee the right to strike and no employee shall strike nor shall he/she refuse to perform his/her assigned duties to the best of his/her ability.

To the extent that any provision of this Agreement is in conflict with applicable existing Civil Service laws in effect during the life of this agreement.

### **ARTICLE 18 – DEFINITION OF DUTIES**

There shall be no cross-training of employees and duty assignments other than those directly related to Fire & Emergency Services Department activities and Fire Science subjects.

## **ARTICLE 19 – OVERTIME**

In the event that a need for overtime should occur in the Fire & Emergency Services Department because of emergency, sickness, or other unforeseen conditions, the following procedures will be used by the Employer:

**19.1. Community Risk Reduction and Safety & Support Overtime Rate.** Except as otherwise provided in this Article, employees as described in Article 4, Section 4.1, Hours of Work, shall be paid at the rate of time and one-half for all hours worked in excess of forty (40) hours in one week.

**19.2. Response Operations Overtime Rate.** Employees described in Article 4, Section 4.2., shall be paid at the rate of time and one-half for all hours worked when such overtime amounts to a full shift or when the overtime is a result of a vacancy created by illness or disability.

**19.3. Callback.** All employees covered by the terms of this Agreement who are called back to work because of emergency or other unforeseen conditions shall be paid for two (2) hours minimum at a rate of time and one-half.

**19.4. Holdover.** All employees covered by the terms of this Agreement who work an extension (hold-over) of their normal shift because of an emergency or other unforeseen conditions shall be paid at the rate of time and one-half for the hold-over time rounded to the nearest half-hour.

**19.5. Overtime Based Upon Seniority.** The Employer agrees that scheduled overtime will be in accord with seniority within the rank of Firefighter, except when qualified employees are necessary and then according to seniority of the qualified.

**19.6. Compensatory Time.** Employees shall have the right to request compensatory time off at the same ratio as the overtime rate in lieu of cash payment for overtime; provided, however, that such requests for compensatory time off may be denied if the department head determines that the operational effectiveness of the department would be impaired by such action. Employees assigned to the Response Operations Division shall also have the ability to request compensatory time at the same ratio as the overtime rate in lieu of cash payment for overtime earned while attending discretionary training programs up to a maximum of 48 hours. This compensatory time off may be granted by the department head or his/her designee on scheduled work days when staffing exceeds the staffing level set by the department.

**19.7. Straight Time Overtime (STOT).** The Local agrees to schedule and/or sell back to the Employer the equivalent of one hundred twenty (120) hours of overtime at the straight time rate per bargaining unit member beginning in 2010. This can be accomplished by either scheduling overtime at the straight time rate or holiday sellback. The number of overtime shifts to be scheduled at straight time will be based on the number of actual bargaining unit members as of January 1 of each year of the contract. New hires shall schedule their prorated holiday hours.

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These prorated hours shall be added to the number of overtime shifts to be scheduled at the straight time rate. When scheduling overtime at the straight time rate, the additional shifts may be scheduled in twelve (12) hour increments. The increments can be divided by two members to equal twelve hours in the event of the member working the STOT needs a standby. Scheduling of the additional shifts shall fall within the FLSA guidelines. This overtime provision shall expire on December 31, 2015.

### **19.8. Overtime for Assignments outside Response Operations.**

In the event of overtime the employee shall be paid at the rate of time and one half (1.5 times) or may take comp time (employee's choice). This will be considered for the following, in excess of lunch period or in excess of forty (40) hours in one week.

When employees are used as a backfill aid, engine or ladder company, lunch will be considered as on duty and the crew will be paid as such and, if necessary, work schedules will be modified. Fill-in assignments should not, under normal conditions, result in additional cost to the City except when the cost is associated with an on-going emergency. Employees will be compensated at either time and one-half (1.5 times) or comp time if they work in excess of their regularly assigned schedule due to being used as backfill.

Employees assigned outside Response Operations will be eligible to work Response Operations overtime on their assigned days off; however they will not be eligible to work STOT if by working STOT

shift would put them in excess of the forty (40) hours in a calendar week.

### **ARTICLE 20 – RETENTION OF BENEFITS**

Privileges and working conditions which are generally PREVAILING but not specifically outlined in this Agreement shall, in the manner presently observed as department policy, be administered and abided by, by both parties to this Agreement unless changed or deleted by mutual consent.

### **ARTICLE 21 – GRIEVANCE PROCEDURE**

Grievances or disputes, which may arise involving the interpretation of this Agreement, shall be settled in the following manner:

**Step 1:** The Union Grievance Committee, upon receiving a written and signed petition shall have two (2) weeks from the date of the actual grievance, to determine if a grievance exists. If in their opinion no grievance exists, the matter is closed.

**Step 2:** If in the opinion of the Grievance Committee a grievance exists, the Committee shall within two weeks after receiving the grievance present the grievance in writing to the Chief of the Fire & Emergency Services Department for adjustment.

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**Step 3:** If within ten (10) business days the grievance has not been settled, it then shall be submitted and presented to the Mayor by Local 864.

**Step 4:** If within ten (10) business days the grievance has not been settled in Step 3, the Union will notify the City, in writing, of its intent to submit the grievance arbitration for adjustment. The power and authority of the Arbitration Board shall be limited to the interpretation of the terms of this Agreement. The Board shall have no authority to add to, subtract from, or in any way modify the express terms of this Agreement.

The Arbitration Board shall consist of a representative of the Employer, a representative of the Local, and a third member mutually agreed to by both the appointed members who will preside as Chairman. If the two cannot agree within seven (7) days on the selection of the Chairman, the matter then shall be submitted to the Federal Mediation and Conciliation Services for seven (7) names of Arbitrators who reside in the State of Washington. The Employer and the Local shall strike names alternately; the final remaining name shall be the neutral third party. Each party will pay for his/her own arbitrator and the expenses of the third will be shared equally between the parties. Meetings of the Arbitration Board shall be attended by all three members.

A decision of the majority of the Arbitration Board shall be final and binding on all parties as to the issues submitted to it for decision.

### **ARTICLE 22 – NEW POSITIONS**

This Agreement shall be opened for the purpose of negotiating salaries for any new classifications for employees covered by this Agreement but not specified in the salary schedule. Such salaries shall become effective upon the agreement of the parties. If no agreement has been reached sixty (60) days after the commencement of these negotiations then either party may declare an impasse and file for mediation with the Public Employees Relations Commission. Nothing in this Article shall preclude the Employer from establishing such new positions or classifications.

### **ARTICLE 23 – SUCCESSORS AND ASSIGNS**

This Agreement and any and all amendments and modifications hereafter entered into and executed by and between the parties hereto shall be binding and inure to the benefit of the parties' respective successors and assigns and any other governmental entity succeeding to the City of Renton's obligations hereunder.

In case of any merger, consolidations, or contracting for fire protection services by the Employer with any other governmental agency, either party shall have the right to reopen this Agreement

for negotiation of any positions affected by the merger or consolidation.

### **ARTICLE 24 – SAVINGS CLAUSE**

If any Article of this Agreement or any addenda hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby and the parties shall enter immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such articles.

The Employer and Local 864 reserve the right to address through reopening of the contract, any effects that the Fair Labor Standards Act may have on the Application of the provisions of the Labor Agreement.

### **ARTICLE 25 – ENTIRE AGREEMENT**

The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.

No party shall change, modify, or amend any part of this Agreement without first negotiating and obtaining the mutual consent of the other party.

**ARTICLE 26 – DURATION OF AGREEMENT**

This Agreement shall become effective January 1, 2013, and shall remain in full force and effect until December 31, 2015.

Signed this 14<sup>th</sup> day of August, 2014, at Renton, Washington.

**CITY OF RENTON**

Denis Law  
Denis Law, Mayor

Mark Peterson  
Mark Peterson, Fire Chief

Nancy Carlson  
Nancy Carlson, HRRM Administrator

Cathryn Laird  
Cathryn Laird, HR Manager

Janelle Tarasewicz  
Janelle Tarasewicz, Senior HR Analyst

Kari Roller  
Kari Roller, Financial Services Manager

**RENTON FIREFIGHTERS LOCAL 864**

Mark dos Remedios  
Mark dos Remedios, President

Steve Winter  
Steve Winter, Vice President

Rick Laycock  
Rick Laycock, Treasurer

Roy Gunsolus  
Roy Gunsolus, Battalion Chief Rep

**ATTEST:**

Jason Seth  
Jason Seth, Acting City Clerk



**APPROVED AS TO LEGAL FORM:**

Lawrence J. Warren  
Lawrence J. Warren, City Attorney

**Firefighters, Local 864 Contract  
2013 - 2015**

**APPENDIX A:**

**SALARIES**

**A.1. Base Wage.**

- Effective January 1, 2013, the base wage for all classifications covered by this bargaining unit will increase by 1.0% above the January 1, 2012, base wage.
- Effective January 1, 2014, the base wage for all classifications covered by this bargaining unit will increase by 2.0% above the January 1, 2013, base wage.
- Effective January 1, 2015, the base wage for all classifications covered by this bargaining unit will increase by 2.25% above the January 1, 2014, base wage.

**A.2. Salary Schedule.**

Effective January 1, 2013, the salary schedule shall be as follows:

	<b>A</b> <b><u>Entry</u></b>	<b>B</b> <b><u>12 mos.</u></b>	<b>C</b> <b><u>24 mos.</u></b>	<b>D</b> <b><u>36 mos.</u></b>
Firefighter	\$4,713 (\$23.27)	\$4,815 (\$23.78)	\$5,200 (\$25.68)	\$6,322 (\$31.22)
Lieutenant				\$7,270 (\$35.90)
Captain				\$8,215 (\$40.57)

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Hourly rates are based on 2,430 hours per year (202.5 hours per month).

A percentage differential is established as follows:

**Between Firefighter and Lieutenant: 15%**

**Between Lieutenant and Captain: 13%**

**APPENDIX B:**

**LONGEVITY**

Employees shall receive longevity pay according to the following scale:

Completion of 5 years – 2% of top step firefighter salary

Completion of 10 years – 4% of top step firefighter salary

Completion of 15 years – 6% of top step firefighter salary

Completion of 20 years – 10% of top step firefighter salary

Completion of 25 years – 12% of top step firefighter salary

Longevity payments shall be rounded to the nearest whole dollar.

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**APPENDIX C:**

**VACATION PRORATED SCHEDULE**

Employees hired mid-year will use vacation based on the following schedule:

Calendar Yrs in Service	Hrs/Shifts Used per Year	Pre-hire date accrual/pp	Post-hire date accrual/pp
1	0		3
2	Prorate	3	4
3	Prorate	4	5
4	Prorate	5	6
5	Prorate	6	9
6	Prorate	9	9
7-9	216 hrs/9 shifts	9	9
10	216 hrs/9 shifts	9	11
11	Prorated	11	11
12-14	264 hrs/11 shifts	11	11
15	264 hrs/11 shifts	11	13
16	Prorated	13	13
17-19	312 hrs/13 shifts	13	13
20	312 hrs/13 shifts	13	14
21	Prorated	14	14
21+	336 hrs/14 shifts	14	14

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Midyear hires - Start accruing three (3) hours per pay period from the starting date. For the first five (5) years, on the anniversary date, the accrual will be raised to the next level. Therefore, each of those years the number of shifts taken will be based on what had accrued the prior year. The employee would plot full 24-hour shifts, and be paid out at the straight time rate for the odd hours remaining. In earning the prior year what they use the following year, they would earn odd hours in the year of the 5<sup>th</sup>, 10<sup>th</sup>, 15<sup>th</sup>, and 20<sup>th</sup> year anniversary, and use what they accrued the prior year. The odd hours would be affecting the vacation plotted the year following their anniversary.

Midyear retirement/termination – based on the date of retirement/termination, the number of vacation hours unused for the current year, plus the number of hours accrued in the current year would be paid out to the employee.

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