Agreement Between

CITY OF WOODLAND

And

LOCAL 4447
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

Jan 1, 2011 to Dec 31, 2013
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PREAMBLE

Pursuant to RCW 41.56, this agreement is between the City of Woodland (hereinafter called "City") and the International Association of Fire Fighters Local # 4447 (hereinafter called the "Union") for the purpose of setting forth the mutual understanding of the parties regarding wages, hours, and conditions of employment of those employees for whom the City has recognized the Union as the exclusive collective bargaining representative.

ARTICLE 1
Recognition

The City hereby recognizes the Union as the exclusive bargaining representative and bargaining agent for the bargaining unit, consisting of all full-time, fully-compensated uniformed personnel employed by the City as defined in RCW 41.56.030, excluding confidential employees, volunteers, part-time employees, and all non-uniformed personnel.

ARTICLE 2
Term of Agreement

This Agreement shall be for a term of three (3) years, commencing on January 1, 2011 and ending December 31, 2013.

ARTICLE 3
Non-discrimination

Section A: Consistent with federal and state laws, neither the City nor the Union will unlawfully discriminate against any employee because of race, gender, color, national origin, sexual orientation, religion, age, marital status, or the presence of physical or mental disability, or protected union activity.

Section B: The grievance procedure of this Agreement shall be utilized by employees making any claims under this article, provided, however, that prior to proceeding to use the arbitration procedure, the employee must elect between the remedies provided by arbitration versus judicial and administrative processes. If the employee elects arbitration, the employee must provide a written waiver of all other remedies, including any judicial and administrative remedies, and the arbitral forum shall provide the final determination of the dispute.

Section C: The grievant may pursue judicial or administrative remedies only after the grievance procedure outlined in this Agreement has been used.
ARTICLE 4
Rights of Management

Section A: Except as expressly limited by the terms of this Agreement, the City reserves the right to manage and operate the City in all respects. This right includes, but is not limited to: the right to hire, promote, discipline or discharge for just cause; to assign and transfer employees; assignment of work; to establish work schedules; to determine all levels of manning or staffing; to perform work through the utilization of non-bargaining unit staff; including part-time employees and volunteers; to determine the location of City facilities; determine or change standards and expectations for employee performance and conduct; increase, diminish, or change equipment, including the introduction of any and all new, improved, or automated methods or equipment; determine the methods, processes, and means of providing services; to enter into agreements with other local government entities concerning the provision of fire suppression, emergency medical, or other services provided by the City; to make and enforce reasonable rules and regulations; and to undertake such other actions as it may deem necessary in the discharging of its obligations to the public. Bargaining unit members are subject to the provisions of the City Personnel Policy.

Section B: With the exception of the rights reserved above, any other changes in mandatory subjects of bargaining shall be made in accordance with RCW 41.56.

ARTICLE 5
Union Business

Section A: The City shall allow Union officers to use shift trades or vacation for the purpose of attending official Union activities, provided that time off under all sections of this Article shall result in no additional cost to the City.

Section B: Employees on duty may attend regular Union meetings telephonically with timely advance notice with the approval of the Fire Chief or his or her designee, provided that such attendance does not interfere with the performance of their normal duties and that the on-duty employees remain available for emergency duty that may arise during the course of the meetings. On duty Union members may attend union or special Commission or Council meetings in person if the meetings are at a time and location that does not interfere with the performance of their job duties. Members choosing this option must be ready to respond as appropriate in vehicles located at the meeting station. Attendance at these meetings while on duty must be approved by the Fire Chief or his or her designee.

Section C: The City shall allow the Union to post official Union notices and bulletins on bulletin boards in the main fire station. Placement of the bulletin boards shall be done by approval of the Fire Chief or his or her designee. The Union shall limit its postings to these bulletin boards. All postings shall be removed if no longer current. The Union shall be responsible to keep all Union postings orderly and neat in appearance.
ARTICLE 6
Union Membership and Dues

Section A: It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing. 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 (30th) day following the beginning of such employment, become and remain members in good standing in the Union, or in lieu thereof pay each month a service charge equivalent to regular union dues to the Union as a contribution toward the administration of the Agreement. Objections to joining the Union will be observed. Any such employee shall pay an amount of money equivalent to regular union dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues and initiation fees. The employee shall furnish written proof to the Union that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

Section B: The Union agrees that membership in the Union will not be denied or terminated for any reason other than the failure of the employee covered by this Agreement to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union. The parties also agree that, when an employee fails to fulfill the above obligation, the Union shall provide the employee and the Employer within thirty (30) days notification of the Union’s intent to initiate discharge action, and during this period, the employee may make restitution in the amount which is overdue.

Section C: The Employer agrees to deduct each month dues, initiation fees, and assessments in an amount certified to be current by the Treasurer of the Union from the pay of those employees who individually request in writing that such deductions be made. The total amount of deductions shall be remitted each month by the Employer to the Treasurer of the Union.

ARTICLE 7
Work Schedules

Section A: The schedule of work and hours of each employee covered by this Agreement shall be established by the City as its needs and circumstances warrant. For those employees assigned to work shifts ("shift employees") the basic workweek shall ordinarily consist of an average 56 hours per week, ordinarily consisting of an average 216 hours per twenty-seven day work schedule and 2928 hours per year. For those employees assigned to work periods of 40 hours per week ("40-hour employee"), the workweek shall ordinarily consist of 40 hours of work each week. A 40-hour
employee shall receive overtime in accordance with the overtime provisions of this Agreement for actual hours worked in excess of 40 in a given seven-day cycle.

Section B: Work hours for 40-hour employees will be coordinated between the employee and the Fire Chief or his or her designee. Work hours for shift employees ordinarily will start at 0700 hours and continue for 24 or 48 hours, ending at 0700 as mutually agreed to by the Union and the City. Employees will be scheduled off duty for a period of 48 or 96 hours following each 24 or 48 hour shift respectively. These three shifts receive one hour for lunch and two 15 minute breaks, one falling in the morning and one in the afternoon. Employees are required to be on duty during their entire shift and available to respond to emergencies or other City business at any time.

Section C: The City may adjust the above schedules as the needs and circumstances of the City dictate. The City maintains the right to transfer employees, temporarily or permanently, from one shift to the other as the needs and circumstances of the City dictate. Such permanent changes in shift or schedules shall be made after the City provides the affected employees with a minimum of fourteen days notice. When practical, the City will provide at least 30 days notice of permanent change in shift. For one-time or temporary changes in shift assignments or shift start and stop times, the City may at its sole discretion make such changes if it provides notice to the affected employees seven calendar days in advance of the shift at issue. Such notice shall not be necessary if the change is done by mutual consent between the affected employees and the Fire Chief or his or her designee or if required by emergency circumstances.

Section D: Light Duty is a temporary, restricted, and limited assignment for employees that are medically unable to fulfill the full duties of their position due to an on-the-job injury or illness.

Light duty assignments for job-related injury or illness are mandatory. The City may request its own physician evaluation before assigning light duty. If a physician releases an employee to perform "light," "modified," or "restricted" duty, and if Light Duty work is available, the following shall apply:

Employees assigned to Light Duty status will work a modified schedule with modified work duties developed at the discretion of the Fire Chief or his or her designee within the limits defined by the attending physician.

The maximum length of Light Duty status is twelve (12) weeks per incident or one (1) incident of Light Duty status in a twelve (12) month period of time. The Fire Chief or his or her designee may extend or modify, solely at his or her option, the twelve-week Light Duty period.
ARTICLE 8
Firefighter Schedule, Overtime, and Filling Shifts

Section A: GENERAL

1. All overtime, except late calls and emergencies, must be approved in advance by the Fire Chief or his or her Designee.

2. The overtime rate shall be one and one-half (1½) times the regular rate.

3. Overtime shall be compensated in pay or compensatory time off.

Section B: FIREFIGHTER SCHEDULE

Shift firefighters are currently assigned to a schedule of 24 hours on duty followed by 48 hours off duty with an average of 56 work hours per week or 216 work hours for each 27 day FLSA work cycle. The shift change occurs at 0700 hours each morning. Firefighters are expected to be fully ready and prepared in regards to hygiene, uniforms, and issued equipment in place and ready to start their work shift at 0700 hours. The City may adjust scheduling of firefighters as needed to provide effective emergency service response coverage. Advance notice of shift assignment or schedule changes will be given by the City to effected employees at least 30 days prior to anticipated changes whenever possible and practical. A shift schedule that provides for the same total work hours over a defined period, but is different than the current 24/48 schedule may be proposed by the Union and enacted if beneficial and mutually agreed upon by both the City and the Union.

Section C: CALL BACK/OVERTIME

1. If an employee is called back for unscheduled duty or held over, he or she shall be compensated at the rate of time and one-half. A minimum of two hours will be paid for call back. The Employer may, at its option, require an employee to hold over for a maximum of 24 hours.

2. Except as otherwise provided above, all overtime shall be voluntary. The employee shall be compensated at time and one-half for all overtime. Overtime may be compensated in compensatory time off at the discretion of the Fire Chief or his or her designee. Compensation in compensatory time will be mutually agreed upon by the employee and the City at a rate of time and one-half. When compensatory time is redeemed by an employee, coverage will be filled in accordance with this Article.

3. All hours worked in excess of the FLSA maximum for the work cycle will be compensated at the rate of time and one-half.
4. The Employer shall make reasonable efforts to distribute overtime opportunities for bargaining unit members equally.

5. An Overtime List shall be kept in the Firefighter office to fill vacant days through a rotational list of all full-time shift firefighters. The list shall begin with the most senior shift employee and go to the least senior shift employee. When a firefighter fills a non-scheduled overtime shift his or her name shall be moved to the bottom of the list. A new list shall be started on January 1 of each year. The Firefighters will keep the Overtime List and track it in accordance with this provision.

6. For the purpose of calculating the hourly rate which shall apply to excess hours of work (overtime), the employee’s total monthly salary shall be multiplied by 12 then divided by 2928 for shift employees and by 2080 for 40 hour employees, then multiplied by 1.5.

Example: If an employee’s total monthly salary is $3500, then his overtime rate would be 
\[
\frac{3500 \times 12}{2928} = \frac{42000}{2928} = 14.34 \times 1.5 = 21.52
\]

7. In the event the City is unable to fill a vacancy through the above described means the City shall make overtime mandatory and fill the vacancy by requiring the off-going shift member to remain at work until the vacancy can be filled by beginning at the top of the appropriate overtime list and requiring personnel to work.

Section D: COMPENSATORY TIME

Employees may elect to receive compensatory time in lieu of pay for scheduled hours worked in excess of 204 for each 27 day FLSA cycle. Compensatory time shall be earned at the same rate as overtime and be accumulated up to a total of 48 hours. Hours in excess of 48 shall be paid at the overtime rate on the next possible payroll.

Compensatory time shall be allowed to be carried over from one year to the next, provided it does not exceed the 48 hour maximum.

Compensatory time off may be allowed subject to the approval of the Chief or his or her designee and subject to advance written request.

Employees must elect to receive overtime or compensatory time prior to the start of each 27-day cycle for which the compensation will be earned.

Section E: FILLING SHIFTS

When a shift is open/vacant due to any reason other than those listed below, that open shift will be filled using overtime coverage as determined by the list established in
accordance with this Agreement. When a shift is open/vacant due to a scheduled compensatory time off, disciplinary action, or offered overtime is not accepted by employees, that open shift may be filled/covered by a qualified firefighter/EMT that is a temporary or part-time employee of the City of Woodland or a current employee in another Fire Department from Clark or Cowlitz County. Compensation for coverage in this manner would be in accordance with City Policy and pertinent agreements for part-time employment.

The City intends to provide staffing at a minimum level of two responders at all times. This staffing can include full-time, part-time, volunteer, and intern members. Typically one position will be filled with a full-time paid employee in accordance with Article 8 – Firefighter Schedule, Overtime and Filling Shifts.

ARTICLE 9
Sick, Bereavement, and Military Leaves

Section A: SICK LEAVE ACCRUAL

Forty-hour employees will be credited with eight hours of leave for each full month of service. At the date of hire, Shift employees will be credited with 36 hours. Sick leave shall accumulate at the rate of 11 2/10 (11.2) hours for each full month following the third month of employment for Shift employees.

Payment of Accumulated Sick Leave. Upon death, termination, or retirement an employee (or to a deceased employee’s beneficiary) will be equal to 25% of such employee’s accrued and unused sick leave hours at the employee’s last hourly rate of pay. Provided, however, that under no circumstances may an employee’s payment for accumulated sick leave and vacation leave when combined exceed two hundred forty (240) hours. The maximum sick leave accrual shall be 800 hours.

When an employee changes assignment from a 40-hour schedule to a shift schedule, accrued sick leave will be converted at a rate of 1.4 hours for each hour they have banked. When an employee changes assignment from a shift schedule to a 40-hour schedule, accrued sick leave will be converted at a rate of 0.71 hours for each hour they have banked.

Section B: SICK LEAVE USAGE

Employees may use sick leave following their third month of continuous employment with the Employer. Sick Leave shall be used in accordance with City Personnel Policy.

Abuse and misuse of sick leave is grounds for disciplinary action up to and including discharge. The City maintains the right at any time it suspects abuse or misuse of sick leave to require the employee to provide certification from an attending physician or health care provider attesting to the illness or injury.
The City may grant additional sick leave usage for employees at the City’s discretion.

Employees will be granted prorated sick leave for the first month of employment if actually working continuously through the rest of that month.

Section C: BEREAVEMENT LEAVE

Paid bereavement leave shall be granted to an employee in the event of death in the immediate family requiring attendance of the employee at the funeral or other bereavement service. Bereavement pay shall be based on an employee’s regular daily rate of pay.

Bereavement leave shall be limited to three days in any one instance. “Immediate family” includes spouse, parent, present mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, brother, sister, child, stepchild, or grandchild of the employee, or a more distant relative if living with and as a member of the employee’s immediate household and other relatives as approved by the Fire Chief or his or her designee. Additional time off as may be required for travel or other circumstances may be granted if approved in advance by the Fire Chief or his or her designee. Employees may be excused from work, with pay, to attend the funeral of an employee or former employee, providing the Fire Chief or his or her designee approves such leave in advance. Bereavement leave is separate from sick leave, holiday pay, compensatory time, and vacation.

Notification. In order to receive compensation while absent on bereavement leave the employee, or someone on the employee’s behalf, must notify the Fire Chief or his or her designee prior to the absence, or as soon as possible during such absence.

Section D: MILITARY LEAVE

USERRA and applicable Washington State provisions shall apply for those employees who are members of the National Guard or Military Reserves.

Section E: JURY DUTY

When an employee is summoned for jury duty the employee shall notify the Fire Chief or his or her designee in writing on the next regularly scheduled workday. The employee shall continue to keep the Fire Chief or his or her designee informed as far in advance as possible as to the dates the employee is required to appear. Employees who are called to serve on a jury or appear as a subpoenaed witness in any established court will be released from work to do so; provided, however, the City shall have the right to petition the court to excuse the employee from jury duty or from the subpoena and the employee will cooperate with the City in the petition to be excused from jury duty or subpoena. During the period of such absence, regular employees will receive regular wages, minus the amount received as jury duty or witness fees (except any amount for
mileage reimbursement).

Employees who are absent from work because of jury duty will retain seniority and all benefits. The time away will not affect vacation or sick leave accruals. Employees who appear in court as the plaintiff or defendant in any action shall not be paid for the time away from work, unless that time is taken as accrued vacation time.

In the event that an employee is called for jury duty and is excused by the court before the jury for the case is selected, such employee shall report back to work and continue normal work activities until again called for jury duty.

**ARTICLE 10**

**Vacation**

**Section A: VACATION**

Vacation leave is accrued in hours and is credited monthly based upon the following schedule:

<table>
<thead>
<tr>
<th>Service Time</th>
<th>Hours Accrued Monthly</th>
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<tbody>
<tr>
<td>0-3 years</td>
<td>8 hours</td>
</tr>
<tr>
<td>3-5 years</td>
<td>9.33 hours</td>
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<tr>
<td>5-8 years</td>
<td>10.67 hours</td>
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<tr>
<td>8-10 years</td>
<td>12 hours</td>
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<tr>
<td>10-15 years</td>
<td>13.33 hours</td>
</tr>
<tr>
<td>15-20 years</td>
<td>16.67 hours</td>
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<tr>
<td>20+ years</td>
<td>18 hours</td>
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**Accrual for Shift Employees**

<table>
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<tr>
<th>Service Time</th>
<th>Hours Accrued Monthly</th>
</tr>
</thead>
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<tr>
<td>0-3 years</td>
<td>11.2 hours</td>
</tr>
<tr>
<td>3-5 years</td>
<td>13 hours</td>
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<td>5-8 years</td>
<td>14.94 hours</td>
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<td>8-10 years</td>
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<tr>
<td>15-20 years</td>
<td>23.33 hours</td>
</tr>
<tr>
<td>20+ years</td>
<td>25.2 hours</td>
</tr>
</tbody>
</table>

When an employee changes assignment from a 40-hour schedule to a shift schedule, accrued vacation will be converted at a rate of 1.4 hours for each hour the employee has banked. When an employee changes assignment from a shift schedule to a 40-hour schedule, accrued vacation will be converted at a rate of 0.71 hours for each hour the employee has banked.
Section B: VACATION CARRYOVER AND PAYOFF

Unless otherwise approved by the Mayor, an employee may carry over no more than a maximum of one year accrued vacation plus the unused vacation accrual of the current anniversary year at his or her current rate. However, vacation will cease accruing beyond the unused accrual of the current anniversary year plus a maximum of one year; that is, an employee at the beginning of any anniversary year shall have no more than two years accrued vacation. Employees must declare vacation to be carried over by December 15th of the year in which it was earned or it ceases accruing.

Upon submittal of retirement, termination, or death, accrued but unused vacation time remaining will be paid at the employee’s current rate of pay, not to exceed one year worth of accrual at that member’s current accrual rate. Provided, however, that under no circumstances may an employee’s payment for accumulated sick leave and vacation leave when combined exceed 240 hours.

When an employee is permanently separated from the City (retirement, termination, or death) the employee may be required to utilize any accrued vacation time prior to the termination date.

Because vacation is accrued in monthly increments, in the event an employee terminates at a time other than the final day of the month the following shall apply:

An employee who separates from city service on or after the 15th day of the month shall receive the full month vacation accrual. Employees separating before the 15th shall receive no vacation accrual for the partial month.

ARTICLE 11
Holidays

Section A: SHIFT EMPLOYEES:

Shift employees do not have holidays off and are paid overtime for the holidays they work. Shift Employees shall receive in lieu of holidays, 72 floating holiday hours per calendar year. These hours shall be used within the calendar year and shall be picked in accordance with Article 12 - Time Off Selection. When holiday hours are redeemed for time off, coverage will be filled in accordance with Article 8 - Firefighter Schedule, Overtime, and Filling Shifts.

Section B: 40-HOUR EMPLOYEES:

40-hour employees shall observe the following paid holidays consistent with the state schedule as set forth in RCW 1.16.050 on the day on which they fall. As the needs and circumstances of the City dictate, the City may require a 40-hour employee to work on
any of the paid holidays below as needed to ensure delivery of emergency services. If the City requires a 40-hour employee to work on one of the listed holidays below, he or she shall receive overtime pay of 1.5 times the regular rate of the employee.

1st day of January - New Years Day
3rd Monday of January - Birthday of Martin Luther King, Jr.
3rd Monday of February - Presidents Day
Last Monday of May - Memorial Day
4th day of July - Independence Day
1st Monday in September - Labor Day
11th day of November - Veterans Day
4th Thursday in November - Thanksgiving Day
4th Friday in November - Day after Thanksgiving Day
24th of December - Christmas Eve
25th of December - Christmas Day

1. The above holidays shall be observed on the dates listed, except that when the day recognized as the holiday falls on a Saturday the preceding Friday shall be observed as that holiday and when the day recognized as the holiday falls on a Sunday the Monday which immediately follows shall be observed as that holiday.

2. Any work performed by an employee at the request of the Employer on holidays recognized in this Article shall be paid at the rate of pay specified in Section 8(a) Overtime.

3. Employees will be paid for above holidays provided that they work all time scheduled on the workday which immediately precedes the holiday and all scheduled time on the workday which immediately follows the holiday.

Employees who receive authorized sick pay or authorized vacation pay for the workday immediately preceding or immediately following the holiday shall be paid for the holiday.

4. An employee who is on authorized vacation or sick leave for a recognized holiday shall receive pay at straight time for the holiday and will not have his or her vacation or sick leave accrual charged for the holiday.

Holiday Rollover for 40-hour Employees: Holiday pay is to be accrued and paid on the first day of December annually. 40-hour employees shall have the option to roll the accrued holiday hours into vacation time provided notification is made to the Fire Chief and Clerk-Treasurer prior to November 1st each year.

Special Day Off: Each member of the bargaining unit, after one (1) year of employment, shall enjoy as a “special day off” one holiday per calendar year in addition to those specified above. Each employee may select the day (8 hours) upon which he
or she desires to take the additional holiday provided for herein after consultation with the Fire Chief or his or her designee and approval as to the day selected.

ARTICLE 12
Time Off Selection

Vacation, Comp Time and Holiday shall be selected in one of the following three ways:

1. Annual picks will be picked by December 10th of the preceding year. Starting at the top of the seniority list, each union member may pick up to five vacation days for the following year. After each member has had the opportunity to pick up to five days, additional rotations will occur until no further days are picked.

2. On-going picks will be picked by the 10th of the preceding month and may be picked for the following months through the current calendar year. These picks shall be granted on a first-come, first-served basis regardless of seniority.

3. Short notice picks may be requested and are subject to approval of the Fire Chief or his or her designee.

Maximum Consecutive Vacation Usage shall be no more than four consecutive shifts, unless approved by the Fire Chief or his or her designee.

Holidays, as defined in City Personnel Policy and outlined in this Agreement, may not be taken off with vacation time and must be worked as assigned, unless approved by the Fire Chief or his or her designee.

ARTICLE 13
Salaries

Section A: SALARIES

The salaries of the employees governed by this Agreement are set forth in Appendix “A,” which is attached and incorporated by reference. All salaries and benefit accruals will be prorated to the employee’s start date.

Section B: ECONOMIC DOWNTURN

The City and the Union jointly recognize that there currently exists a significant economic downturn. The exact impact of this economic downturn on the finances of the City is unknown at this time. The wage and benefit package negotiated in this 3-year collective bargaining agreement (CBA) is based on the assumption that anticipated
revenue collections will continue at estimated levels. Anticipated property tax revenues and collections are estimated at 101% of the previous year’s tax rate exclusive of any new construction.

The City and the Union jointly agree that should revenues actually received be reduced to levels that adversely impact the City’s ability to meet its wage and benefit obligations as outlined in this CBA, the Parties will enter into negotiations to review the wage and benefit package in an effort to help mitigate the effects.

ARTICLE 14
Health Insurance

Section A: HEALTH INSURANCE

During the term of this Agreement, the Parties may mutually agree to pursue a plan of alternate coverage. The terms of this Article may be reopened by mutual agreement for the purpose of bargaining about cost containment if such an optional plan is available to the City and can be provided to the Union.

The City hereby agrees that it will provide two medical insurance options to the IAFF’s bargaining unit members: the AWC/Regence PPO-Preferred Provider HealthFirst Plan and Kaiser City of Woodland Plan Permanente Traditional HMO 11D 15/30. The City also hereby agrees to continue to provide to the IAFF’s bargaining unit members the dental, vision, and life insurance plans that the City provided to them during calendar year 2007.

The City hereby agrees to pay 100% of the health care premiums for all of the above-referenced plans that are applicable to IAFF Union bargaining unit members themselves.

Furthermore, the City hereby agrees to pay all of the premiums regarding all of the above-referenced health insurance plans that are applicable to the dependents of IAFF bargaining unit members, except that bargaining unit members with one dependent will pay an amount equal to one-half of one percent of their monthly base wage towards health insurance premiums each month; bargaining unit members with two children and no spouse will pay an amount equal to one percent of their monthly base wage towards health insurance premiums each month; and bargaining unit members who are on the family rate for either medical insurance plan or who are on the AWC medical insurance plan and who have a spouse and one child will pay an amount equal to two and one-half percent of their monthly base wage towards health insurance premiums each month.

Commencing upon the signing of this Agreement by both Parties, and continuing during the period of time when the terms of this Agreement are applicable, the Parties hereby agree that if an IAFF bargaining unit member has health care insurance available
through the spouse's employer or other coverage, the bargaining unit member can opt out of the City provided health care, upon certification of alternative health care coverage, and shall be paid $100 monthly. The Parties also agree further that if an IAFF bargaining unit member who opts out of City provided health care as set forth above subsequently loses for any reason the health insurance coverage through the spouse's employer or other coverage that allowed them to opt out of City provided health care, the bargaining unit member will be allowed upon written request to the City to opt back in to coverage under City provided health care underwriting rules at the earliest possible time allowed by the City's applicable health care provider. Effective during the month when City provided health care coverage resumes, IAFF bargaining unit members opting back into coverage will cease receiving the $100 monthly payment that is set forth above.

The Parties hereby agree that throughout the period of time when the terms of this Agreement are applicable if an IAFF bargaining unit member's spouse has co-insurance available through the spouse's employer, either the spouse will agree to be covered by their employer as the primary insured, or if that IAFF bargaining unit member still wanted his or her spouse to be enrolled on the City's medical plan, then the IAFF bargaining unit member would pay an additional $25 per month for the City coverage through payroll deduction.

If the insurance carrier makes a change in plan provisions that is beyond City's control, both Parties would retain their bargaining rights pursuant to RCW 41.56 and neither Party would waive any of their bargaining rights.

The Employer will make available a Group Medical, Dental, and Vision Insurance Program for employees through the term of the Agreement as specified above.

Mutually Agreed Upon Re-Opener. The Parties hereby agree that if both Parties wish to re-open this Article during the term of this Agreement they may do so.

Section B: LIFE INSURANCE

The City shall offer Voluntary Group Term Life Insurance for a maximum of $10,000 coverage and shall pay the monthly premium for this coverage. Employees who wish to purchase additional amounts of insurance will be responsible for the additional premium.

ARTICLE 15
Uniforms

Section A: All required uniform items shall be furnished to each employee as part of his or her initial uniform issue and shall include:
- 3 Uniform Shirts* (employee has choice of long or short sleeve)
- 3 Uniform Pants
- 4 T-shirts*
- 2 Sweatshirts
- 1 Pair of Black Uniform/Safety Boots
- 1 Black Belt
- 1 Uniform Jacket

* The City will provide 4 of these items to employees working 4-10 hour shifts and 5 of these items to employees working 5-8 hour shifts.

Uniform items will be replaced by the City as needed.

**Section B:** All initial issue and replacement uniform items and vendor(s) will be determined by the Employer.

**Section C:** All uniforms and equipment issued or purchased by the Employer for each employee shall remain the property of the Employer.

**Section D:** The Fire Chief or his or her designee shall determine the appropriate uniform for each work shift.

**Section E:** Protective clothing and equipment as required by the Washington State Department of Labor & Industries shall be supplied and maintained at no cost to the employee.

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**ARTICLE 16**

Training Hours and Reimbursement

If an employee is required to attend a class or training session on a scheduled day off, the employee will be compensated at time and one-half for hours worked.

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**ARTICLE 17**

Grievance Procedure

**Section A:** Grievances are defined as disputes involving the interpretation or application of this Agreement. Grievances shall be resolved in the following manner.

**Section B:** All grievances must be initiated under the grievance procedure within 10 calendar days of when such matter comes to the attention of the employee. Any grievance not timely under this provision is waived.

Step 1: The employee and/or shop steward shall first informally take up the complaint with the Fire Chief within 10 working days from the date
of the occurrence of the event that originally precipitated the grievance or within 10 working days of the time the employee should reasonably have become aware of such event.

Step 2: If the matter is not satisfactorily resolved at Step 1, the employee and/or the Union may reduce the grievance to writing and present it to the City Mayor or his or her designated representative within 10 working days of the occurrence of the event that originally precipitated the grievance. Within 10 working days thereafter the Mayor or his or her designee shall submit his or her answer to the aggrieved employee. Within 10 working days following receipt of the Mayor’s or his or her designee’s reply the Union shall respond to the Mayor indicating whether the Union wishes to pursue the grievance. In the event the Union fails to respond within the time limit specified herein, the grievance will be considered dropped. The written grievance shall include the following:

(a) A concise statement of the grievance and the facts upon which it is based.

(b) The specific Article(s) of the Agreement alleged to have been violated.

(c) The specific remedy sought.

Step 3: Except as provided for in this section, if the matter is not resolved at Step 2, the Union may, within 10 working days of the receipt of the City Mayor’s or his or her designee’s decision in Step 2, provide written notice to the City of its desire to refer the matter to a Joint Conference Board for a hearing and final decision.

The Joint Conference Board shall consist of two members selected by the City and two members selected by the Union. Persons serving on a conference board shall not be employees of the Union or the Employer.

The Joint Conference Board shall convene a hearing on the matter(s) at issue and render a decision as soon as is practicable.

The Joint Conference Board shall rule only on the issue(s) presented and shall confine its decision to interpretation and application of the language of this Agreement. The Joint Conference Board shall have no right to add to, delete from, modify, or nullify any provision of this Agreement.

The decision of the Joint Conference Board shall be based solely on the evidence and testimony provided at the hearing and shall be final and binding on the Parties.
Step 4: Should the Joint Conference Board be unable to render a decision in the matter as described above or either Party provides notice of its intent not to convene the Joint Conference Board, it may be submitted to arbitration by the Party for a decision as provided herein. In order to proceed to arbitration, notice must be given to the Mayor or his or her designee or the Union within 10 working days following conclusion of the Joint Conference Board.

If the grievance is advanced to arbitration the Parties shall request a list of seven Arbitrators residing in the Pacific Northwest from the Washington Public Employee Relations Commission (PERC). Within 10 working days of receiving the list of Arbitrators the Parties shall meet and alternately strike names from the list until one name remains. The first strike shall be determined by the flip of a coin, with the winner deciding whether to strike first or second. The Moving Party shall be solely responsible for the fee for selection of an Arbitrator. Nothing in this Paragraph shall preclude the Parties from mutually agreeing on an Arbitrator.

The Arbitrator shall render a decision as promptly as possible. The Arbitrator shall decide only the specific issue(s) submitted in writing by the Employer and/or the Union, and shall have no authority to make a decision on any other issue not so submitted. 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, delete from, or alter in any way the provisions of this Agreement. The decision of the Arbitrator shall be final and binding upon the Parties. Cost of the Arbitrator, if any, shall be borne by the losing party as determined by the Arbitrator.

The time limits specified above may be waived by mutual written agreement between the Parties and shall exclude Saturdays, Sundays, and holidays.

Section C: MANAGEMENT GRIEVANCE

Management grievances, should they arise, will be presented to the Union President in writing and shall concern alleged violations by the Union (rather than acts of an employee arising out of his employment) of a specific term(s) of the Agreement.

Such grievances shall be presented to the Union President within 10 calendar days of the alleged violation of the Agreement. The Union shall respond in writing to the Fire Chief within 10 days. If the grievance is not resolved after the Union President responds, management may take such grievances to joint conference board following the procedure in Section B, Step 3, above.
ARTICLE 18
Probation

Section A: Employees in their first year of employment with the City of Woodland shall be considered probationary. During the probationary year, employees may be terminated without cause and without recourse to the grievance and arbitration provisions of this agreement.

Section B: Employees who promote in rank shall serve a one-year probationary period starting the day the promotion goes into effect. Their new rank may be revoked if they do not adequately perform the duties and functions defined by the Fire Chief or his or her designee. During this probationary period, the promoted employee's performance will be evaluated at least two times, one within the first six months, in a written format.

ARTICLE 19
Disciplinary Procedures

Section A: After completion of the probationary period of one year, no employee shall be disciplined or discharged except for just cause. However, no prior disciplinary action shall be deemed necessary in cases of discharge or suspension in circumstances involving proven theft, gross insubordination, willful dishonesty, using or being under the influence of alcohol or a controlled substance during working hours, gross negligence, carrying unauthorized weapons, violence, or other misdeeds similar as to the seriousness of their impact on the employer-employee relationship.

Section B: If requested by the employee, the employee shall be entitled to have Union representation present at any meeting requested by the City to discuss potential disciplinary action against him or her. The City may suspend an employee with pay pending the City decision as to the appropriate discipline. Such suspension with pay shall not be subject to the grievance and arbitration procedures contained within this Agreement. When discipline warrants a suspension without pay, it is the sole determination of the City as to whether or not an employee who is suspended without pay may be allowed to forfeit accrued vacation or compensatory time off in lieu of the suspension without pay.

Section C: Consistent with state law, each employee shall have the right to review his or her personnel file within a reasonable time after the request is made.

ARTICLE 20
Substance Abuse

The City and the Union jointly recognize that alcohol and drug abuse problems are a serious safety hazard. The City may require screening of an employee where it has reasonable suspicion to believe said employee is under the influence of alcohol or
illegal drugs while at work. All drug and alcohol testing and subsequent actions will be administered consistent with City Policy.

Intent and Purpose. The City and the Union acknowledge that substance abuse poses a serious threat to the health, safety, and productivity of officers, other city employees, and members of the public. For that reason the Union agrees that its members will be subject to the City's Substance Abuse policy, as established by the City, with the following additions, modifications, or clarifications:

It is understood that Bargaining Unit members will be requested, but not required to sign a statement acknowledging receipt of a copy of the policy. Members who choose not to sign will be subject to documentation from department management indicating that they received the copy, but chose not to sign an acknowledgment of receipt.

Unless otherwise required by federal law, employees shall not be subject to random urine testing or blood testing or other similar or related tests for the purpose of discovering possible drug or alcohol abuse. If the City has reasonable suspicion to believe an employee is under the influence of any substance that affects that employee's job performance and/or is in possession of illicit drugs, either by possession or consumption, and/or has alcohol in his or her system, while on duty; the City may require the employee to undergo a drug and/or alcohol test consistent with the conditions set forth in this Article.

Employees will be tested when they are involved in a reportable vehicle collision, incidents involving the use of deadly force, the discharge of firearms, any other event involving the use of force that involves a serious injury or death, and/or an accident involving employee negligence that causes serious injury or death.

Reasonable suspicion for the purposes of this Article is defined as follows: the City's determination that reasonable suspicion exists shall be based on specific, articulated observations concerning the appearance, behavior, speech, or body odors of an employee and shall include, as a minimum, a written report documenting objective, measurable changes in an employee's work performance due to unauthorized drug or alcohol use. The City will strive to utilize more than one person to observe these changes, but one person shall be deemed sufficient if an appropriate second observer is not immediately available or is not willing to act as an observer.

For purposes of testing for the presence of substances, any positive result from a Bargaining Unit member's sample will be subject to confirmation by a GC-MS test.

The Parties to this Agreement recognize that maintaining a chain of custody for test samples is vital to fair treatment of the employee who has been tested. The Parties acknowledge that the current chain of custody standards used by the testing service providers selected by the City is appropriate and sufficient. It is understood that a documented violation of the agreed upon standards for maintaining the chain of custody for test samples would nullify the sample and, if feasible, require retesting.
The Parties further agree that the thresholds for reporting positive findings of commonly abused substances to the Employer by the testing services provider shall be as follows:

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<th>SUBSTANCE</th>
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<td>Alcohol (Scr)</td>
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<td>Phencyclidine</td>
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The Parties agree that blood testing will be required of members only for the purpose of determining or confirming whether alcohol is present within the system of the employee who is being tested and not for any other medical purposes.

If an employee has tested positive the City will provide a copy of the test results to the employee. Tests shall be conducted in a manner to ensure that an employee’s legal drug use and/or diet does not affect the test result. Legal drug use is defined as medication use under the care and/or as prescribed by a licensed medical practitioner for a specific medical condition. Employees will notify their supervisor of any medications being taken that would reasonable or likely effect their work performance.

An employee being tested may request to have a sample collected by the City’s designated test facility for testing by a laboratory of his or her choosing at the expense of the employee.

It is understood that the duty of a bargaining unit supervisor who suspects the impairment of another member of the bargaining unit will be limited to making the necessary observations and promptly notifying the Department Head, who will handle the report per the department’s established procedure.

If an employee tests positive for substance abuse and is disciplined for violating the City’s substance abuse policy for the first time discipline will be limited to a written warning, on the condition that the employee shall be medically evaluated, counseled, and treated for rehabilitation as recommended by the drug and alcohol evaluation. In the event the employee disagrees with the treatment recommended the employee may choose to obtain a second opinion from a qualified medical professional of his or her choice and expense. If there is a conflict between the two evaluations the City and the employee will mutually select a third qualified medical professional to reevaluate and make a final determination for treatment. The third evaluation will be paid 50% by each Party and will be final and binding. Employees who complete a rehabilitation program may be retested randomly for one year following the completion of the rehabilitation program.
program. If the employee has violated other department or City policies concurrently with the substance abuse policy, discipline up to and including termination may be administered as appropriate under the Substance Abuse Policy and as outlined in Article 19 – Disciplinary Procedures, Section 3 of this Agreement.

An employee may voluntarily enter rehabilitation without a requirement or prior testing. Employees who enter a drug and alcohol rehabilitation program on their own shall not be subjected by the City to random retests. Employees will be allowed to use their accrued and earned leave for the necessary time off involved in the rehabilitation program.

If an employee tests positive during the one year period following the completion of rehabilitation, the employee will be re-evaluated by a licensed practitioner to determine if the employee requires additional counseling and/or treatment. The employee will be solely responsible for any costs not covered by medical benefits and/or insurance which arise from this additional counseling or treatment. Employees will be subject to disciplinary action as a result of testing positive for drug and/or alcohol use.

The City shall pay for all costs involving drug and alcohol testing, as well as the expenses associated with the drug/alcohol assessment. The City shall also reimburse each employee for his or her time and expenses, including travel, incurred involving the testing procedure only.

Once treatment and follow-up care is completed and two years have passed with no further violations of this Article the employee’s personnel and medical files shall be purged of any reference to his or her drug or alcohol problem.

Tobacco Free Work Environment. The use of tobacco or tobacco-like substances is prohibited by Fire Department employees on City property, on emergency scenes, in department vehicles, when representing the Fire Department in uniform, or at any official Fire Department Function.

ARTICLE 21
Reductions in Force

Section A: In the event that the City finds it necessary or desirable to reduce the number of full-time City personnel, the employees with the least seniority shall ordinarily be laid off first unless the remaining employees are not equally or more qualified to accomplish the functions that have been accomplished by employees with lesser seniority. If the employee with the least seniority is retained and a more senior employee is instead laid off, the reason(s) for such action shall be clearly stated in writing and provided to the collective bargaining unit.

Section B: When employees are laid off, their names shall be placed on a six month re-employment list in inverse order of layoff. The employees shall remain on this list for
six months. If the City determines in its sole discretion to hire employees in a position from which an employee was laid off, and if the former employees on the re-employment list are currently able to (a) pass the City’s current physical agility test/requirements, (b) pass the City’s Medical Evaluation, (c) provide proof of current certifications for job listing (or eligibility to obtain said certifications within three months of rehire), and (d) six months has not passed since their layoff then such employees will be given the first opportunity to return to work in the order of greatest seniority as a full-time employee in the City.

ARTICLE 22
Seniority

Section A: Seniority shall be determined by continuous full-time service with the Department from date of hire. Continuous service shall be broken by resignation, termination, leave of absence, six months leave from non-occupational injury, 12 months leave from occupational related injury, six months lay-off, or retirement. Two lists shall be established at the commencement of this Agreement, one will be an overall full-time seniority list and the other will be an officer seniority list determined by date of promotion.

Section B: Seniority shall not accrue during the period that any employee is on layoff status or any authorized unpaid leave of absence. Upon returning to work from layoff or leave, the employee shall be granted the level of seniority previously accrued in the rank to which he or she returns.

Section C: Employees with the same hire date shall be assigned to the seniority list according to the following:

The employee with the most time as an active member with the City, volunteer and/or part time, shall be considered the most senior.

If this does not break the tie, then seniority shall be determined by the employee with the highest score on the assessment portion of the hiring process, with the highest scoring individual becoming the next most senior person.

ARTICLE 23
Saving Clause

If any Article, or portion thereof, of this Agreement should be held invalid by operation of law or by tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the Parties shall enter into collective bargaining negotiations required by RCW 41.56.
ARTICLE 24
Longevity

To increase the longevity of employees the City agrees to add the following amounts to the base pay as defined by appendix (A).

$50 per month after the completion of 5 years of service.
$75 per month after the completion of 10 years of service.
$100 per month after the completion of 15 years of service.
$125 per month after the completion of 20 years of service.
EXHIBIT A
Salaries

2011: Effective on January 1, 2011, the base wage applicable to all bargaining unit members shall be increased by 0%.

2012: Effective on January 1, 2012, the base wage applicable to all bargaining unit members shall be increased by 0%.

Each bargaining unit member shall receive, upon ratification and signature, a one-time bonus of $500.00.

2013: The Parties agree to reopen this contract to negotiate 2013 wage rates and review overtime usage.

**SALARY SCHEDULE: FIREFIGHTER / EMT (40 Hour Work Week)**

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**SALARY SCHEDULE: FIREFIGHTER / EMT (56 Hour Work Week)**

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**SALARY SCHEDULE: CAPTAIN VOLUNTEER RECRUITMENT / RETENTION**

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IN WITNESS THEREOF, the parties have executed this Agreement on this 10th day of May, 2012.

FOR:
City of Woodland

Grover Laseke
Mayor

LOCAL 4447, IAFF

Richard VanRiper
President

William Eling
City Attorney

ATTESTED TO:

Mari E. Ripp
City Clerk-Treasurer
CITY OF WOODLAND
International Association of Firefighters (IAFF)
Step Plan

40 Hour Work Week

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56 Hour Work Week

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Rounded  
2011 hrly rate  
$16.76\ \ \ \ \ \ 17.28\ \ \ \ \ \ 17.81\ \ \ \ \ \ 18.36\ \ \ \ \ \ 18.93\ \ \ \ \ \$  

**Recruitment / Retention Officer**  
<table>
<thead>
<tr>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>4,909</td>
<td>5,060</td>
<td>5,217</td>
<td>5,378</td>
</tr>
</tbody>
</table>

$ x 12\ mo\ x 12\ mo\ x 12\ mo\ x 12\ mo\ x 12\ mo$

<p>| | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>58,908.00</td>
<td>60,720.00</td>
<td>62,604.00</td>
<td>64,536.00</td>
<td></td>
</tr>
</tbody>
</table>

Divide by  
Annual hrs  
Per Contract 2926  
<table>
<thead>
<tr>
<th>2926</th>
<th>2926</th>
<th>2926</th>
<th>2926</th>
<th>2926</th>
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</thead>
<tbody>
<tr>
<td>2080</td>
<td>2080</td>
<td>2080</td>
<td>2080</td>
<td></td>
</tr>
</tbody>
</table>

28.321 | 29.192 | 30.098 | 31.027 |

Rounded  
2012 hrly rate  
$28.32\ \ \ \ \ \ 29.19\ \ \ \ \ \ 30.10\ \ \ \ \ \ 31.03\ \ \ \ \ \$  

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