

2012 – 2014

AGREEMENT BETWEEN

KITTITAS VALLEY FIRE AND RESCUE

AND

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

LOCAL #1758

January 1. 2012

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ARTICLE 1. PREAMBLE

This Agreement is entered into by Kittitas Valley Fire and Rescue (Kittitas County Fire District #2), hereinafter referred to as the Fire District and Local #1758, International Association of Firefighters, hereinafter referred to as the Union. It is the purpose of this Agreement to achieve and maintain harmonious relations between the Fire District and the Union, to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standards of wages, hours, and other conditions of employment.

ARTICLE 2. RECOGNITION

The Fire District recognizes the Union as the exclusive bargaining agent for all professional emergency services, training and prevention employees of the Fire District except the Fire Chief, any Deputy Chiefs, any Assistant Chiefs and administrative staff.

ARTICLE 3. SECURITY

Any member of the bargaining unit who is not a member of the Union shall, as a condition of employment, pay the Union a monthly service charge equal to the monthly Union dues as a contribution toward the administration of this Agreement. Employees failing to meet the above requirement shall be notified by the Union, via Certified Mail (Return Receipt Required) that they are in violation of this Article and have 30 calendar days to comply or be terminated. A copy of the letter shall be posted by Certified Mail to the Fire District on the date the letter is sent to the employee. At the expiration of the 30 calendar days, the Union shall notify the Fire District, via Certified Mail, whether the employee has complied or is still in violation of this Article. If the employee has not complied, the Fire District shall terminate the employee within 14 calendar days from the date of Receipt of Notice from the Union of the employee's failure to comply.

The right of non-association of employees, based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member is safeguarded. Such an employee shall pay an amount of money equivalent to regular Union dues and initiation fee to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Union. The employee shall furnish written proof that such payment has been made. If the employee and the Union do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

ARTICLE 4. UNION ACTIVITY

Section 1. No Union member or officer shall conduct any Union business while on duty, except when approved by the Fire Chief. The Fire District shall allow Union business to be conducted on department property when such use will, in the judgment of the Fire Chief, not interfere with District operations or employee duties. The Fire District will, at a minimum, allow the union to conduct a regularly scheduled monthly union meeting.

Section 2. The chair of the Grievance Committee shall be allowed time off with pay to attend the necessary business for contacts outside of the station.

Section 3. Members of the negotiating committee, not more than three (3) in number, shall be allowed to participate in all negotiation meetings while on duty. The meetings shall be mutually agreed upon by the Fire District and the Union for the purpose of contract negotiations.

Section 4. The Union shall furnish to the Fire Chief, in writing, a list of union officers to include the President, principal officers, the Grievance Committee, and members of the Negotiations Committee.

ARTICLE 5. UNION BULLETIN BOARDS

The Fire District agrees to furnish and maintain a suitable bulletin board in a convenient place in each career station to be used by the Union. The Union shall limit its postings and bulletins to such boards. The Fire Chief may consult with the Union for the removal of material that is derogatory to the organization or its employees.

ARTICLE 6. PREVAILING RIGHTS

All rights, privileges and working conditions held by the employees at the present time, which are not included in this Agreement, shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by mutual consent. Appendix B shall serve as a guideline of the prevailing rights.

ARTICLE 7. MANAGEMENT RIGHTS

Section 1. Except as abridged, granted, delegated, or modified by this agreement, or amendments to this agreement, the Union recognizes the prerogative of the Fire District to operate and manage its affairs in respect and in accordance with its responsibilities and powers and; that the Fire District reserves those rights concerned with the management and operation of the District which includes but are not limited to the following:

- (A) To recruit, assign, transfer, and promote members to the positions within the agency.
- (B) To suspend, demote, discharge, or take other disciplinary actions against members for just cause.
- (C) To determine methods and means necessary for the district's operations.
- (D) To take actions necessary to insure that the Fire District complies with the requirements of the Americans with Disabilities Act (ADA) without adversely impacting employee's wages or benefits.
- (E) To control the district budget.
- (F) To take lawful actions not in violation of this agreement in order to assure the proper functions of the district.

ARTICLE 8. WORK CONTINUATION

The Union recognizes that the Fire District is engaged in a vital public service requiring continuous operation and hence recognizes its obligation under RCW 41.56.490, together with the Fire District, to work toward continued service to the District during the term of this Agreement.

ARTICLE 9. GRIEVANCE PROCEDURE

Section 1. A grievance means a claim or dispute by one employee, a group of employees, or by the Fire District with respect to the interpretation and application of the provision of this Agreement, including established practices.

Section 2. Nothing in this Agreement shall preclude the right of the two parties to meet and verbally discuss the grievance in an attempt to resolve the issue.

Section 3. Formal Procedure

Step 1. The grieving party must present the grievance in writing to the other party within thirty (30) calendar days of knowledge of the issue. The Union will present the grievance to the Fire Chief or his/her designee and the Fire Chief will present the grievance to the Union President. The Fire Chief or Union President shall attempt to resolve a grievance within fourteen (14) calendar days after it has been presented to him/her. The written grievance shall include a statement including the specific article(s) or section(s) of the Agreement allegedly violated, the specific facts, and specific remedy sought.

Step 2. (a) Grievance from the Union. If the Union is not satisfied with the response of the Fire Chief, the written grievance may be presented to the Board of Fire Commissioners, together with all pertinent materials, by the Union Representative within fourteen (14) calendar days of receipt of the Fire Chief's response. The Board of Fire Commissioners shall attempt to resolve the grievance within fourteen (14) calendar days.
(b) Grievance from the Fire District. If the Fire Chief is not satisfied with the response from the Union President, he/she may proceed to the next step in the grievance process.

Step 3. Any grievance that is not resolved in accordance with the foregoing procedure, may be referred to arbitration within forty-five (45) calendar days after receipt of the Board of Fire Commissioners answer in Step 2(a) or the Union President's answer in Step 2(b). The arbitrator shall be selected from a panel of nine (9) arbitrators from the Federal Mediation and Conciliation Service or the American Arbitration Association by each party striking from the list the name of any arbitrator unacceptable to the party and so on alternately until one (1) name remains. The remaining name shall be the name of the arbitrator. The cost of the arbitrator and charges for facilities shall be borne one half by the Fire District and one half by the Union; provided, each party shall be responsible for all costs of preparing and presenting its own case. The arbitrator shall render his/her decision based on the interpretation and application of the Agreement. The decision shall be final and binding upon the parties to this agreement, including the complaining employee or employees, if any. The arbitrator is not vested with the power to change, alter, or modify this Agreement or any of its parts. The arbitrator's decision shall be limited to those portions of the Agreement included in the grievance,

and further shall not involve action by either the Fire District, Union or employee which is beyond their individual jurisdiction to act.

Section 4. The Fire District and the Union may agree to extend the time limits of any of the above steps if mutually agreed to by both parties.

Section 5. None of the foregoing is intended to mean that the Union or the Fire District cannot lodge a grievance and process the same through the various steps to arbitration in accordance with, and subject to, provisions thereof.

ARTICLE 10. WAGES

It is understood that all wages for Union members of Kittitas Valley Fire and Rescue are based off of the first class firefighter base wage. The new base wage beginning January 1, 2012 shall be \$5501.49/month which is equivalent to a 2% increase of the 2011 base wage.

The base wage beginning January 1, 2013 shall be \$5611.52, which is equivalent to a 2% increase of the 2012 base wage.

The base wage beginning January 1, 2014 shall be open to the negotiations process beginning in 2013.

ARTICLE 11. HOURS OF WORK

Section 1. The shift schedule for fire suppression personnel shall consist of nine (9) twenty-four (24) hour shifts in each twenty-seven (27) day FLSA cycle. The work cycle is shown in Appendix A. The average work hours shall be reduced to 49.80 hours per week by scheduling one (1) Kelly Day off in every twenty-seven (27) day cycle.

Section 2. Administration of Kelly Days – Kelly Day selection by the employee will be determined by seniority based on the date of hire. No more than one (1) Kelly Day will be scheduled for or by an employee per twenty-seven (27) day cycle. Kelly Days must be selected by January 1 of the affected year. The final Kelly Day schedule will be made available prior to January 10 of the affected year. Employees transferred at the direction of the Employer will be afforded the opportunity to schedule Kelly Days according to the leave scheduling procedure. Kelly Days may be traded between employees within the same twenty-seven (27) day cycle provided that the trade meets all applicable shift trade criteria and that the trade results without any monetary impact to the Fire District.

Section 3. With the exception of emergency work necessary to maintain response status and scheduled evening training, the normal work schedule will be as follows:

1. Routine structured hours shall be from 0800 to 1700 and non-structured duty hours shall be from 1700 to 0800 Monday thru Friday. Officers shall have the discretion to conduct essential training and attend community events after 1700 without violating the intent of the structured hour's language as needed.
2. Structured hours on weekends and Holidays shall be from 0800 to 1200 except as provided in line 3 below.

3. Non-Structured hours on Christmas, Thanksgiving, and New Years Day shall be from 0800 to 0800 excepting rig checks.

Section 4. Employees shall take one (1) fifteen (15) minute break, near the midpoint of each work period for every four (4) hours worked. A lunch break shall normally be scheduled for one hour from 1200hrs to 1300hrs. Breaks may not be used to justify either a late arrival or an early departure from work.

Section 5. Physical Exercise Time. The District agrees to a non-mandatory, non-punitive, physical exercise time in the fire department facilities for shift personnel of thirty (30) minutes per day during the structured hours of work as delineated in Article 11, Section 3 of this agreement.

1. Consistent with staffing needs and demands and subject to the approval of the Administrative Captain, employees may take their exercise time at any time during the structured hours.
2. Consistent with staffing needs and demands and subject to the approval of the Administrative Captain, employees may extend their exercise time beyond 30 minutes, so long as they extend their structured hours by an identical number of minutes.

Section 6. Personnel assigned to work an average forty (40) hour work week schedule. The work week shall be established from Monday through Friday including scheduled routine duties followed by two (2) consecutive days off. The work day will normally be 8:00 am to 5:00 pm, with one (1) hour for lunch, unless special circumstances exist. If the Fire Chief and affected member agree, an alternative flexible work schedule may be arranged that totals forty (40) hours.

40 Hour employee's overtime rate shall be computed on the basis of a forty (40) hour week. Each hour worked beyond the employee's average work week, which hours worked shall include any vacation, holiday or sick leave used, shall be paid at one and one-half the regular forty (40) hour week base rate or receive compensatory time in accordance with article 17 of this agreement.

ARTICLE 12. HOLIDAYS

Section 1. – The following days shall be recognized as legal holidays:

- | | |
|---------------------------|----------------------------|
| 1) New Years Day | 7) Patriot Day |
| 2) Martin Luther King Day | 8) Veteran's Day |
| 3) Presidents Day | 9) Thanksgiving |
| 4) Memorial Day | 10) Day after Thanksgiving |
| 5) Independence Day | 11) Christmas |
| 6) Labor Day | |

Section 2. As compensation for holidays identified above, personnel assigned to shift will be credited with one hundred and twenty (120) hours of leave time. Holiday time will be credited to the employees leave bank on January 1st of the applicable year.

Section 3. Personnel may use holiday time as follows:

- A. Any holiday time not used by January 1st of the following year shall be forfeited by the employee without compensation, provided a reasonable opportunity was afforded the employee to utilize their allotted holiday time. Otherwise, holiday time shall be carried over to the following year or cashed

out at the employee's straight time rate at the time of the carry over, at the Fire Districts discretion.

- B. Employees may use holiday as time off in hourly increments as approved by the Fire Chief or his/her designee.
- C. For each year, the employee may opt to have the Fire District compensate the employee for up to one hundred twenty (120) hours at the employee's hourly rate. Holiday time "sold" to the Fire District shall be forfeited as time off. The employee shall notify the Fire District by May 1st in writing of his/her intention to sell holiday time in hourly increments. These employees shall still have the option to use holiday time as time off until November 1st. Holiday pay, if applicable, will be paid on the December paycheck of the given year. Those Holidays not "sold" shall be used as time off.

Section 4. Employees who do not complete the full year of employment will be responsible to forfeit ten (10) hours of holiday time for each month, or portion thereof not completed. If the employee has already used or sold holiday time in excess of that which was earned, the employee will be responsible to forfeit vacation time equivalent to the balance due. If the employee does not have enough vacation time to forfeit, the holiday time deduction shall occur through payroll deduction on an hour for hour basis.

Section 5. Forty (40) hour personnel shall be credited with eleven (11) holidays as named in Section 1 of this article on January 1st of each year with the understanding that these holidays are earned as they come throughout the year. Forty (40) hour personnel who do not complete the full year of employment and have already used holiday time in excess of that which was earned will be responsible to reimburse the Fire District through payroll deduction. All eleven (11) holidays shall be taken each calendar year on the day chosen by the employee.

ARTICLE 13. VACATIONS

Section 1. Regular full-time employees shall be entitled to vacation with pay according to the following schedule:

A. Fire suppression personnel employed after January 1, 1990

<u>YEARS OF CONTINUOUS SERVICE</u>	<u>TOTAL SHIFTS/YEAR</u>	<u>HOURS/MONTH</u>
During 1 through 4, inclusive	5	10
During 5 through 9, inclusive	7	14
During 10 through 14, inclusive	9	18
During 15 through 19, inclusive	11	22
After 19 years	13	26

B. Fire suppression personnel employed between January 1, 1989 and January 1, 1990

<u>YEARS OF CONTINUOUS SERVICE</u>	<u>TOTAL SHIFTS/YEAR</u>	<u>HOURS/MONTH</u>
During 10 through 19, inclusive	12	24
After 19 years	13	26

C. Fire suppression personnel employed between January 1, 1981 and December 31, 1988.

<u>YEARS OF CONTINUOUS SERVICE</u>	<u>TOTAL SHIFTS/YEAR</u>	<u>HOURS/MONTH</u>
After 15 years	14	28

D. Fire suppression personnel employed prior to January 1, 1981.

<u>YEARS OF CONTINUOUS SERVICE</u>	<u>TOTAL SHIFTS/YEAR</u>	<u>HOURS/MONTH</u>
After 19 years	17	34

C. Forty (40) Hour Personnel

<u>YEARS OF CONTINUOUS SERVICE</u>	<u>HOURS/YEAR</u>
During 1 through 4, inclusive	104
During 5 through 9, inclusive	128
During 10 through 14, inclusive	152
During 15 through 19 inclusive	176
After 19 years	200

Section 2. All approved leave time will be honored. Leave time will not be denied unless it causes staffing to drop below the minimum level on the day requested.

Section 3. Employees shall be limited to a maximum accrual of four hundred and eighty (480) hours of vacation time for shift personnel and two hundred forty (240) hours for forty (40) hour personnel on December 31st of each year.

Section 4. Cash buy out of vacation for employees at termination or retirement shall be at 100% of unused vacation accrued.

Section 5. The Fire Chief on request in extenuating circumstances may permit additional vacation time to be accrued in excess of the maximum.

ARTICLE 14. SICK LEAVE

Section 1. All regular permanent employees shall be entitled to sick leave with pay at the employee's regular rate of pay when incapacitated for the performance of assigned duties by reason of sickness or injury resulting from causes beyond the employee's control, or when through exposure to contagious diseases, the presence of the employee would jeopardize the health of others and provided further, a doctor's certificate may be required for verification of illness. Such sick leave shall accrue at the rate of sixteen (16) hours per month from the first day of employment to a maximum of sixty (60) shifts or one thousand four hundred and forty (1440) hours. Personnel assigned to a forty (40) hour shift shall accrue sick leave at the rate of eight (8) hours per month and may accrue a maximum of one hundred twenty (120) shifts or nine hundred sixty (960) hours. Notification of absence on account of illness shall be given to the shift supervisor who shall send the information to the Fire Chief on the first day of absence. Failure to notify the shift supervisor as to the reason for the request (such as personal, family or bereavement) and expected duration of sick leave request on the first day of absence may constitute cause for loss of leave.

New employees of Kittitas Valley Fire and Rescue shall be advanced twelve (12) days (288 hours) of sick leave at time of employment for the first calendar year of employment. New employees of Kittitas Valley Fire and Rescue that are assigned to a forty (40) hour shift shall be advanced twelve (12) days (96 hours) of sick leave at time of employment for the first calendar year of employment. If employee should terminate in the first year having used more sick leave than actually accrued according to the above, then the employee termination pay shall be adjusted accordingly to reimburse the Fire District for that sick leave used but not actually accrued. After the first twelve (12) months of employment, sick leave shall not be advanced to employees. Accrual shall follow the conditions set forth above.

Section 2. In the event of an ill child, foster child, adopted child, or stepchild, the Washington Family Leave Law (RCW 49.12) and the Federal Family and Medical Leave Act of 1993 (FMLA) shall be in effect. Employees shall be allowed to use their accrued sick leave to care for their sick children. In the event of a child with a serious health condition, as that term is defined by the FMLA, the Employer shall allow leave to care for the child in accordance with the Washington Family Leave Law and the Federal Family and Medical Leave Act of 1993. Such absence shall first be charged against the employee's accrued sick leave account, then against any accrued vacation leave, and finally may be taken as unpaid leave, according to the provisions of the FMLA.

The Fire District intends to comply fully with the provisions of the FMLA.

Section 3. No additional sick leave or vacation leave shall be earned during that time an employee covered by this Agreement is off the job for thirty (30) days or longer because of a leave of absence without pay.

Section 4. Any employee covered by this Agreement who is injured in the line of duty shall be compensated in accordance with the Washington Law Enforcement and Firefighters Retirement System Act and/or Workmen's Compensation, as applicable.

Section 5. Whenever an employee off duty on paid vacation or holiday is actually disabled or ill during that period, he/she may charge such absence to his sick leave account by sending prompt notice of sickness and a doctor's certificate verifying the same to the Fire Chief. Remaining vacation shall then be deferred.

Section 6. Employees with a catastrophic leave bank and suffer an injury or illness that goes longer than three (3) consecutive work periods, they will begin to draw hours from their catastrophic leave bank for the remainder of that injury or illness recovery period. Once the catastrophic leave bank is exhausted, the employee will revert back to their normal sick leave bank. The catastrophic sick leave bank shall not be eligible for buy out at termination.

ARTICLE 15. BEREAVEMENT LEAVE

In the event of an incapacitating illness, injury, hospitalization or death of an employee's spouse, child, brother, sister, parent or grandparent; an employee's spouse's parent, grandparent, brother or sister the involved employee may be absent from duty for not more than three (3) consecutive shifts for any one such occasion with the approval of the Fire Chief or his/her designate. Forty (40) hour personnel may be absent from duty for not more than five (5) consecutive days for any one such occasion with the approval of the Fire Chief or his/her designate.

Such absence shall be charged against the employee's accrued sick leave account

ARTICLE 16. PERSONAL CELL PHONE

When requested by members they can turn in their District issued cell phone and use their personal cell phone to receive calls and District email providing the cell phone they have is capable of those functions. The District will reimburse the member/s \$50.00 per month for their cost of the cell phone service. Should the member/s wish to revert back to a District issued cell phone the District will reissue them a phone and stop the reimbursement process. This article applies only to members that have an individually issued cell phone.

ARTICLE 17. COMPENSATORY TIME

Employees may choose compensatory time off at a rate of one and one-half times the time worked in lieu of overtime pay. The maximum accrual for compensatory time shall be one hundred and twenty (120) hours in a calendar year. Once an employee has accumulated one hundred and twenty (120) hours of compensatory time all additional hours worked shall be paid at one and one-half times the normal rate of pay in accordance with Article 18 of this agreement. There will be no carry over year to year. All compensatory hours earned in the calendar year must be used by December 31st of that year or sold back to the Fire District. Any employee who wishes to sell compensatory time back shall notify the Fire District by November 1st of the receiving year. Employees who choose to sell back compensatory time shall receive this payment in the first pay period in January.

ARTICLE 18. CALL BACK PAY

An employee covered by the terms of this Agreement who shall continue to work after the employee's normal working hours or be called back on a scheduled day off, shall be paid one and one-half times the hourly rate of pay for the employee's pay range for a minimum of one hour, and for each hour or fraction of an hour beyond one hour the employee shall be paid to the next full hour or receive compensatory time in accordance with article 17 of this agreement. The hourly rate of each employee shall be based on their regular base rate of pay for purposes of computing overtime under this article.

ARTICLE 19. UNIFORMS

Section 1. At time of employment the Fire District shall furnish the employee's base set of uniforms required of employees in the performance of their duties.

Section 2. The base set of uniforms includes:

- (1) One pair of uniform boots, maximum paid by the District shall be \$210.00
- (2) Three pair of uniform work pants
- (3) Three uniform shirts with appropriate patches
- (4) Three uniform tee-shirts
- (5) Two uniform sweatshirt (1/4 zip or pullover)
- (6) One winter uniform jacket with appropriate patches
- (7) Two badges
- (8) One uniform belt
- (9) One uniform vest
- (10) One uniform ball cap
- (11) One Class A Dress Uniform to include a Dress Hat, Jacket, Pants, Shoes and appropriate emblems.

Over the next three (3) years the District shall provide each member of the bargaining unit with a Class A Dress Uniform as referenced in # 11 of Section 2 above. The District shall provide these uniforms starting with the most senior member of the department.

Uniforms will be replaced with new or repaired on an as-needed basis by the Fire District due to normal wear and tear or work related damage, utilizing a quartermaster system. The employee will replace or repair uniforms damaged or lost if the loss is not the result of authorized Fire District activity. All uniform items are the property of Kittitas Valley Fire and Rescue and shall not be used when off-duty unless approved by the Fire Chief.

ARTICLE 20. SHIFT EXCHANGES

Section 1. Employees shall have the right to exchange shifts with the prior approval of the Fire Chief or his/her designee when the change does not interfere with the efficient operation of the Fire District. No employee will be permitted to trade shifts in a manner which would result in a work shift in excess of forty eight (48) consecutive hours.

Section 2. At all times, at least one of the on-duty personnel at Station 2-9 shall be of officer rank (exclusive of the chief, any deputy chiefs or any assistant chiefs).

Section 3. For the duration of this agreement, Officers that work at station 2-1 shall be allowed to trade with other qualified Officers or those individuals that are qualified and on the current promotional list.

ARTICLE 21. EMPLOYEE MEDICAL COVERAGE AND INSURANCE PROGRAM

Section 1. The Fire District will provide a medical/hospitalization/surgical plan for the employees and their dependents. In addition, the Fire District will provide a dental plan with orthodontia and a vision plan for the employees and their dependents. The Fire District will provide a \$10,000 basic life insurance policy for the employees.

Section 2. The Fire District shall use the Washington Fire Commissioners Association Health Care Plan PPO Plus with its associated Washington Dental Incentive Plan with Orthodontia. If the Fire District changes carriers or coverage, the Fire District shall contact the Union and bargain the impact(s) on such insurance benefits so affected prior to the change.

Section 3. In 2012 and each year after employees shall each contribute through payroll deduction on a pre-tax basis ten percent (10%) of the premiums for the medical benefits described in section 1 of this article. The remainder of the premiums shall be paid by the Fire District. If in 2013 the medical benefit premium increases by more than eight percent (8%) employees shall contribute through payroll deduction on a pre-tax basis fifteen percent (15%) of the premium for the medical benefits described in section 1 of this article.

Section 4. Medical Expense Reimbursement Plan. This District shall make monthly deduction on a pre-tax basis from the base salary of each employee to the Washington State Council of Fire Fighters Employer Benefit Trust. This Trust shall remain separate and apart from any Employer retiree health insurance funding program unless changed by mutual agreement of the parties to the agreement. The contribution rate for the first year to the Trust shall be deducted from the employee's paycheck on a pre-tax basis at the rate of \$75.00/month. The Union shall have the option to adjust the deduction rate from time to time.

Section 5. By June of 2012 the labor group and management will have researched other viable medical insurance programs. This information will be kept in the event a decision is reached between the labor group and management to change medical insurance providers.

ARTICLE 22. VACANCIES AND PROMOTIONS

When a permanent vacancy occurs in any bargaining unit position in the Fire District, it shall be filled as follows:

- A. All vacancies shall be filled within ninety (90) calendar days of the effective date of the severance of a departing member or creation of a new position through the legislative action of the Board of Fire Commissioners, in accordance with contractual provisions set forth herein.

- B. New employees shall be hired in a probationary status and serve a twelve (12) month probationary period from the date of hire. At the successful completion of the probationary period, an employee will be certified for permanent status by the Fire District. Employees in the firefighter rank may advance to the next grade step after serving one year in the current grade and successful completion of both written and practical tests.
- C. Promotions: All promotional vacancies covered under this agreement shall be filled within ninety (90) calendar days, upon the effective date of severance or creation of a new position by the Board of Fire Commissioners. Eligibility for promotion to Lieutenant shall be limited to those individuals who have completed at least 12 months at First Class Firefighter. Eligibility for promotion to Administrative Captain, Training Captain and Prevention Captain shall be limited to those who have completed probation in the Lieutenant rank or who currently hold the position of Suppression Captain.
- D. Newly promoted officers will serve a six (6) month probationary period. Newly promoted Lieutenants shall obtain IFSAC certification at Fire Officer 1, within their probationary period, either through historical recognition, equivalency or through a certified IFSAC Fire Officer 1 training curriculum, from an outside or inside training source as approved by the Fire Chief. At the end of six (6) months, the Fire District shall grant the employee permanent status in the applicable position if the candidate has demonstrated proficiency and met all applicable standards. Applicable standards will be included in the promotional announcement. Probationary officers will be responsible to meet only those standards announced prior to testing. The Chief or his/her designee will conduct monthly performance reviews with the probationary officers. If a probationary officer is not given permanent status, the employee shall be given, in writing; the reason(s) for refusing him/her said permanent status and shall retain previously held rank.
- The District and the Union will form a committee to look at the requirements for promotion for the Lieutenants and Captains that will include training and credentialing requirements. This committee will report out with a draft policy by December 31, 2012.
- E. Fire District promotional eligibility lists shall remain in effect for twenty four (24) months.
- F. Suppression Officer positions in the bargaining unit for the future will be Administrative Captain and Lieutenant. The rank of Suppression Captain will be eliminated over time as current Suppression Captains promote or leave the organization. The goal will be to, by attrition, go from ten (10) officers on shift to six (6) officers on shift in a two (2) career staffed station model. The District agrees that when a third station is staffed, three (3) more officers will be needed. There shall be no reduction in the total number of suppression personnel as a result of the elimination of the Suppression Captain position.

Until the Suppression Captain positions are attrited these Suppression Captains shall be in charge of their respective station and the Administrative Captains shall be in charge of their respective shift. After the Suppression Captain positions are attrited,

Administrative Captains shall be in charge of their respective shift and assigned station and Lieutenants shall be in charge of their respective station.

- G. Positions in the bargaining unit shall include all full time employees of Kittitas Valley Fire and Rescue in the following classifications, or as amended by mutual agreement of the Union and the Fire District.

Classifications

Administrative Captain	(Suppression)
Suppression Captain	(until attrited or promoted)
Training Captain	(40 Hour Personnel)
Prevention Captain	(40 Hour Personnel)
Lieutenant	(suppression)
Firefighter	Grade steps – Probationary – 3 rd Class – 2 nd Class – 1 st Class

ARTICLE 23. PERSONNEL REDUCTION

Whenever the Board of Fire Commissioners enacts a reduction of staff because of shortage of funds, lack of work, or material reorganization of the Fire District, notice shall be sent to the Fire Chief who shall cooperate with the Board of Fire Commissioners in determining the most advisable procedure and readjustment as to personnel and reassignment of duties. In the case of personnel reduction the employee(s) covered by this agreement having the least seniority shall be laid off first. Notices of lay-off shall be given the employee concerned and the Board of Fire Commissioners at least one (1) month before the effective date thereof. Employees laid off shall have their names placed on the eligibility list of the class to which their position was allocated in accordance with these rules. No new employee shall be hired until the laid off employee has been given the opportunity to return to work.

ARTICLE 24. CORRECTIVE ACTION

Employees shall be disciplined only for just cause. Such discipline shall be done in private and the Fire District shall, where appropriate, follow a procedure of progressive discipline. Such procedure shall begin with verbal warning, progressing to a written reprimand, then to suspension with or without pay, then demotion or discharge. The disciplinary process may be entered at any level above that of verbal reprimand if justified by the nature of the offense.

Formal discipline shall be defined as that in which a written record of the action is placed in the employees personnel file. Formal discipline shall be administered only following a pre-disciplinary hearing to determine all of the facts and permit oral and written rebuttal by the involved employee. A list of the charges of misconduct or complaints must be submitted by the Fire District to the employee in writing not less than five (5) days prior to the pre-disciplinary hearing.

The employee shall have an opportunity to attach his/her statements or records of protest before any items are placed in his/her personnel file. Any alleged misconduct or complaints will be investigated and shown to have substance before being placed in an employee's personnel file.

An employee shall not be discharged or suspended without pay for more than one (1) work day unless a written warning notice shall previously have been given to such employee for a prior, separate incident within the previous nine (9) months. (Except as indicated below)

A written warning notice shall not be required where the nature of misconduct is serious enough to indicate an immediate need for severe discipline or discharge of the employee. An employee shall be given written notice of all formal discipline.

Written warning notices shall remain in effect only for a period of two (2) years from the effective date of the notice.

In any proposed disciplinary action, the employee shall be entitled to have present, a representative of the Union in all meetings with the Fire District concerning the proposed action. In the event that a designated Union representative is not available, the employee may voluntarily choose to meet without a Union representative, or the meeting shall be delayed until an official Union representative may be present. For purposes of this paragraph, official Union representative shall mean one of the principal officers of the Union, the Chairman of the Grievance Committee, or a member in good standing with the Union authorized by it to represent the employee in the disciplinary matter.

Discipline and/or discharge shall be subject to the grievance procedure.

ARTICLE 25. PARAMEDIC CERTIFICATION

Section 1. Paramedic status with Kittitas Valley Fire and Rescue is a certification not a classification. Employees compensated as paramedics shall be certified by the State of Washington as a paramedic and approved to perform as a paramedic by the Kittitas County Medical Program Director.

Section 2. Employees who are certified as paramedics as stipulated in Section 1, shall receive pay equal to ten percent (10%) of First Class Firefighter base pay in addition to their regular classification pay.

Section 3. For the duration of this agreement it is the goal of the Local and the Fire District to maintain at least a minimum of nine (9) full-time certified paramedics not including captains. When there are more than nine (9) full-time certified paramedics not including captains the Fire District will allow someone to drop their paramedic certification based on seniority. Requests shall be made in writing to the Fire Chief. Certification at the Emergency Medical Technician – Basic must be maintained.

Section 4. The Fire District may offer paramedic training to its employees if a need exists as determined by the Fire Chief and resources are available to do so. The Fire District will pay for tuition and required books for approved paramedic students. Students who fail to complete the program and do not obtain paramedic certification in Washington State with an endorsement to work in Kittitas County shall be required to reimburse the entire cost of training to the Fire District. Member reimbursement will not be required if the member is physically unable to complete the training. Members selected for training shall be responsible to reimburse the Fire District for the entire cost of paramedic training (to include tuition, books and fees) on a pro-rated basis if the member leaves the

Fire District prior to thirty six (36) months of service after completion of the paramedic program. The completion date will be the actual date of certification.

Section 5. Personnel attending paramedic school will be assigned from shift to school. Personnel will report directly to the Chief assigned to EMS responsibilities. The student(s) will be required to return to shift on their regularly scheduled shift at the end of the class(s) to include adequate study time. When determined by the Chief the student(s) will be assigned full time to paramedic school once they begin clinical rotations to the extent they are working most of their time in class and clinical. During breaks from school they will return to shift.

ARTICLE 26. WORKING OUT OF CLASSIFICATION

At a minimum there shall be at least one acting Administrative Captain and, one acting Lieutenant on duty at all times. Each station will be staffed with an Officer. When any two officers position are vacated due to vacation, sick leave, holidays, Kelly days and disabilities or for any other reason, an employee or employees shall be assigned the duties and responsibilities of the vacated position or positions. Assignments shall be made from the membership of the affected shift from the rank immediately below the vacated rank and shall be filled by employees on promotional lists for the vacated position. If no list is available, or no member on the affected shift is on a promotional list then assignments shall be made by seniority from members of the affected shift, provided no member below the rank of first class firefighter will be assigned work out of classification as an officer. Only officers will be assigned to work out of classification as Administrative Captain. Only first class firefighters will be assigned work out of classification as an acting Lieutenant. In the event of an overtime call in excess of eight (8) hours or more, requiring the use of the Union Call Back System, and the employee called in from the normal rotation is an officer, the called in officer will be used to fill the vacant position with the exception, that a lieutenant who is called in would not fill a Administrative Captain's vacancy if the normal shift lieutenant is available to work out of classification as the Administrative captain. Employees temporarily assigned to work out of classification shall be compensated at the rate applicable to the out of class position for the actual time assigned to the position.

ARTICLE 27. TERMINATION or RETIREMENT PAY/METHOD OF COMPUTATION

- (A) At termination, employees shall be paid for:
 - (1) Unused accumulated vacation hours as per Article 13, Vacations;
 - (2) Unused holiday hours;
 - (3) Accumulated compensatory time.
 - (4) Twenty percent (20%) of accrued sick leave for those that have a minimum of ten (10) years of service.

- (B) Multiply the aggregate hours of (A) above by the terminating employee's regular base rate of pay as shown in the salary schedule.

ARTICLE 28. TRAINING

Section 1. The Fire District shall reimburse employees of the bargaining unit for all approved expenses incurred for out of department training, classes, workshops, meetings or conferences authorized in advance by the Fire Chief. The final decision on training requests by the Chief or his or her designee shall be handled within fourteen (14) calendar days from the time the request was submitted to the shift officer.

Section 2. Employees attending college courses which have been approved by the Fire Chief may receive time off to attend class on-duty. Authorization for tuition and book reimbursement shall be based on the potential to assist the district in delivering service to the community. Text and course materials paid for by the Fire District shall become the property of the Fire District at the completion of the class. Reimbursement will occur upon successful completion of the course with a grade of “C” or better.

Section 3. Employees, who request to attend outside training on duty and are approved to attend, shall be relieved from duty during the time they are attending the training. Employees shall indicate the effect the training assignment will have on their work schedule when requesting a training assignment. The Fire Chief shall consider the effect the training assignment will have on staffing in approving said training.

Section 4. Employees assigned by the district, not at the member’s request, to a training assignment shall be relieved of duty for any hours that would fall on a normally scheduled work day. Employees that are required to attend training by the district outside regularly scheduled hours or work shall be compensated at the overtime rate for any training and travel driving hours outside their normal work schedule.

ARTICLE 29. FIRE RESOURCE MOBILIZATION

Section 1. Definitions - “Hours worked” means travel time to and from the incident and hours in assigned status while at the incident, as approved by the incident supervisor. Time for eating, rest, and sleeping is not included.

Section 2. Mobilized Personnel – Personnel voluntarily accepting a mobilization response assignment shall be paid as follows:

- A. Regular full pay for normal regularly scheduled work time.
- B. Overtime for all hours worked during non-regularly scheduled work time. Travel time to and from the incident is work time.

Section 3. Selection of Personnel for Mobilization – The Districts tones shall be activated and an announcement shall be made for all interested personnel to call the station. Those that call will have their names placed on a list and the Unions callback system shall be used to place the list in the proper order. Only those personnel that are qualified under wildland certification for the position requested shall be eligible.

Section 4. Mobilization Time – Mobilized personnel are committed for a minimum time of seventy two (72) hours unless the fire resources mobilization is terminated by the incident commander at an earlier time.

ARTICLE 30. LIGHT DUTY

Section 1. Employees who are off on a duty-related injury or illness shall be assigned to light duty work as the Employer may require (as outlined in RCW 41.04.520) if appropriate work is available and subject to the approval of the treating physician. Employees assigned to light duty shall be transferred to day shift.

Section 2. When an employee is unable to perform regular duties due to non-job-related injury or illness and the appropriate alternative work is available, the employee may request assignment to light duty tasks, subject to the approval of the treating physician.

Section 3. Light duty assignments are of temporary duration only, do not create a position of employment, and are not to be considered permanent. Only full time employees of Kittitas Valley Fire and Rescue are eligible for light duty assignments. The determination as to whether light duty work exists and the assignment of personnel rests solely with the Fire Chief or his/her designee.

Section 4. Light duty assignments will be restricted to work approved by the employees treating physician in writing and to work directly related to the Fire District. The employee shall provide the Fire District with a release from the employee's treating physician detailing work restrictions while on light duty as well as a projected date for return to full-duty.

Section 5. Employees assigned to light duty will not be scheduled to work in excess of a forty (40) hour work week. The number of hours will be agreed to between the employee and the Fire Chief.

The work schedule for personnel assigned to light duty will be Monday through Friday from 0800 to 1700 hours with a one (1) hour break for lunch. If both the Fire Chief and affected employee agree, an alternative flexible work schedule may be arranged that totals the number of hours offered by the Fire District for the work week. The work week will be defined as Sunday through Saturday. Meal breaks during a light duty assignment will not count as compensated hours of work.

Section 6. Non-Duty connected:

- A. Employees assigned to light duty shall accrue sick leave and vacation benefits.
- B. While working light duty, the employee may observe all Fire District Holidays by using accrued holiday leave time or vacation leave time at their daily rate. Employees may utilize accrued holiday and/or vacation leave time for time off during their light duty assignment on an hour for hour basis as approved by the employee's supervisor. Accrual rates for vacation and sick leave will continue at normal shift rates.
- C. Kelly days scheduled prior to and occur during a light duty assignment shall be forfeited by the employee.

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

Section 7. Duty connected benefits and light duty shall comply with the provisions of RCW 41.04.500 through RCW 41.04.530

Section 8. This article shall not be in derogation of any rights the employee may have under applicable state or federal law.

ARTICLE 31. DEFERRED COMPENSATION PROGRAM

The District will contribute up to \$100.00 per month in a 1 to 1 match for the employee.

The District and the Union will maintain a Deferred Compensation Committee (DCC) consisting of the IAFF Executive Committee, the Fire Chief, the District Secretary, and the Human Resources Manager. This group will closely monitor the deferred comp program and make vendor recommendations. The DCC will also evaluate and decide on all withdrawal of funds requests.

ARTICLE 32. ANNUAL FIRE APPRECIATION FUNCTION

The District will pay for the employee and one guest for the annual Fire Service Appreciation Functions held locally. Said payment will cover the cost of the venue, food and soft drinks. Any additional costs will be the responsibility of the employee.

ARTICLE 33. LONGEVITY

Bargaining unit members shall receive an additional (1) percent longevity pay, based on the 1st Class base wage, for every six (6) complete years of service.

Bargaining unit members that have longevity status based on five (5) years as of December 31, 2011 will be frozen at that rate until they reach the next level based on the six (6) year rate.

ARTICLE 34. IV TECHNICIAN

Employees shall receive an additional one percent (1%) of the First Class wage for IV Technician.

Employees must meet the prerequisites for the course and will be considered eligible based off operational needs of the Fire District. The District will provide the tuition, books, lab costs, time on duty when available, or applicable overtime costs if not available on duty.

ARTICLE 35. DURATION OF AGREEMENT

This agreement shall become effective on the first day of January, 2012 and shall remain in full force and effect until December 31, 2014, excluding wages for the period to include January 1, 2014 through December 31, 2014. For that time period wages will be negotiated by both parties.

Negotiations for renewal of the contract beginning January 1, 2015, shall begin with written notification by either party to the other at least five (5) months prior to submission of the budget to the Board of Fire Commissioners as prescribed by current State Law.

ARTICLE 36. SAVINGS CLAUSE

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

FOR THE DISTRICT

Fire Commissioner Chairman

Fire Commissioner

Fire Commissioner

Fire Commissioner

Fire Commissioner

District Secretary

FOR THE UNION

President

Vice President

Secretary

Treasurer

APPENDIX A

WORK SCHEDULE

24 hour shifts
Shift change at 08:00

CODE

A = A Shift
B = B Shift
C = C Shift

W = Work
O = Off

SUN	MON	TUES	WED	THURS	FRI	SAT
31 CW AO BO	1 BW AO CO	2 CW AO BO	3 BW AO CO	4 AW BO CO	5 BW AO CO	6 AW BO CO
7 CW AO BO	8 AW BO CO	9 CW AO BO	10 BW AO CO	11 CW AO BO	12 BW AO CO	13 AW BO CO
14 BW AO CO	15 AW BO CO	16 CW AO BO	17 AW BO CO	18 CW AO BO	19 BW AO CO	20 CW AO BO
21 BW AO CO	22 AW BO CO	23 BW AO CO	24 AW BO CO	25 CW AO BO	26 AW BO CO	27 CW AO BO
28 BW AO CO	29 CW AO BO	30 BW AO CO	31 AW BO CO	1 BW AO BO	2 AW BO CO	3 CW AO BO
4 AW BO CO	5 CW AO BO	6 BW AO CO	7 CW AO BO	8 BW AO CO	9 AW BO CO	10 BW AO CO

APPENDIX B

The following items are to be included in the Memorandum of Understanding of the prevailing rights clause:

1. Use of all laundry and cleaning facilities and agents, including disinfectants, shower soaps, laundry and dish soaps.
2. Linens, sheets, towels, and washcloths.
3. Sleeping facilities, beds, blankets, pillows, etc.
4. Lockers
5. Kitchen facilities including cooking utensils, pots and pans, dishes, refrigerators, dishwasher, and stove.
6. Permission to store and use all items that were purchased by the Union and or the recreation fund of the Union.
7. Use of shop facilities and equipment.
8. Use of lounge and lounge facilities.

This clause is meant to cover similar items which may have been overlooked or forgotten.

**APPENDIX C
2012 WAGE SCALE**

**Kittitas Valley Fire and Rescue
24 hour Shift Personnel**

<u>Classification/Grade</u>	<u>Base Salary</u>	<u>49.80 Hour Base</u>	<u>49.80 Hour Overtime</u>
Administrative Captain PM (135%)	\$7427.01	\$34.32	\$51.49
Administrative Captain (125%)	\$6876.86	\$31.78	\$47.67
Captain PM (130%)	\$7151.94	\$33.05	\$49.58
Captain (120%)	\$6601.79	\$30.51	\$45.77
Lieutenant PM (120%)	\$6601.79	\$30.51	\$45.77
Lieutenant (110%)	\$6051.64	\$27.97	\$41.95
1 st Class PM (110%)	\$6051.64	\$27.97	\$41.95
1 st Class (100%)	\$5501.49	\$25.43	\$38.14
2 nd Class PM	\$5501.49	\$25.43	\$38.14
2 nd Class (90%)	\$4951.34	\$22.88	\$34.32
3 rd Class PM	\$5226.42	\$24.15	\$36.23
3 rd Class (85%)	\$4676.27	\$21.61	\$32.42
Probationary PM	\$4951.34	\$22.88	\$34.32
Probationary (80%)	\$4401.20	\$20.34	\$30.51

**Kittitas Valley Fire and Rescue
40 Hour Shift Personnel**

<u>Classification/Grade</u>	<u>Base Salary</u>	<u>40 Hour Base</u>	<u>40 Hour Overtime</u>
Prevention Captain 120% + (5%)	\$6876.86	\$39.57	\$59.35
Training Captain 120% + (5%)	\$6876.86	\$39.57	\$59.35

Personnel who work days (40 hour schedule) shall receive a 5% incentive of 1st Class base wage.

**APPENDIX D
2013 WAGE SCALE
Kittitas Valley Fire and Rescue
24 hour Shift Personnel**

<u>Classification/Grade</u>	<u>Base Salary</u>	<u>49.80 Hour Base</u>	<u>49.80 Hour Overtime</u>
Administrative Captain PM (135%)	\$7575.55	\$35.01	\$52.52
Administrative Captain (125%)	\$7014.40	\$32.42	\$48.63
Captain PM (130%)	\$7294.98	\$33.71	\$50.57
Captain (120%)	\$6733.82	\$31.12	\$46.68
Lieutenant PM (120%)	\$6733.82	\$31.12	\$46.68
Lieutenant (110%)	\$6172.67	\$28.53	\$42.79
1 st Class PM (110%)	\$6172.67	\$28.53	\$42.79
1 st Class (100%)	\$5611.52	\$25.93	\$38.90
2 nd Class PM	\$5611.52	\$25.93	\$38.90
2 nd Class (90%)	\$5050.37	\$23.34	\$35.01
3 rd Class PM	\$5330.94	\$24.64	\$36.96
3 rd Class (85%)	\$4769.79	\$22.04	\$33.07
Probationary PM	\$5050.37	\$23.34	\$35.01
Probationary (80%)	\$4489.22	\$20.75	\$31.12

**Kittitas Valley Fire and Rescue
40 Hour Shift Personnel**

<u>Classification/Grade</u>	<u>Base Salary</u>	<u>40 Hour Base</u>	<u>40 Hour Overtime</u>
Prevention Captain 120% + (5%)	\$7014.40	\$40.36	\$60.54
Training Captain 120% + (5%)	\$7014.40	\$40.36	\$60.54

Personnel who work days (40 hour schedule) shall receive a 5% incentive of 1st Class base wage.

APPENDIX E
2014 WAGE SCALE
Kittitas Valley Fire and Rescue
24 hour Shift Personnel

<u>Classification/Grade</u>	<u>Base Salary</u>	<u>49.80 Hour Base</u>	<u>49.80 Hour Overtime</u>
Administrative Captain PM (135%)	\$	\$	\$
Administrative Captain (125%)	\$	\$	\$
Captain PM (130%)	\$	\$	\$
Captain (120%)	\$	\$	\$
Lieutenant PM (120%)	\$	\$	\$
Lieutenant (110%)	\$	\$	\$
1 st Class PM (110%)	\$	\$	\$
1 st Class (100%)	\$	\$	\$
2 nd Class PM	\$	\$	\$
2 nd Class (90%)	\$	\$	\$
3 rd Class PM	\$	\$	\$
3 rd Class (85%)	\$	\$	\$
Probationary PM	\$	\$	\$
Probationary (80%)	\$	\$	\$

Kittitas Valley Fire and Rescue
40 Hour Shift Personnel

<u>Classification/Grade</u>	<u>Base Salary</u>	<u>40 Hour Base</u>	<u>40 Hour Overtime</u>
Prevention Captain 120% + (5%)	\$	\$	\$
Training Captain 120% + (5%)	\$	\$	\$

Personnel who work days (40 hour schedule) shall receive a 5% incentive of 1st Class base wage.