



## City Council Regular Meeting Agenda

September 3, 2024 at 6:30 PM

City Hall Council Chambers - 210 W 6th Ave and Virtual

Meetings are broadcast live at <https://www.go2kennewick.com/CouncilMeetingBroadcasts>.  
Public comment registration and instructions are available at <https://www.go2kennewick.com/PublicComments>.

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### 1. CALL TO ORDER

Roll Call/Pledge of Allegiance/Welcome/Invocation

### HONORS & RECOGNITIONS

Service Recognition: Tim Harkins, Fire Department, 24 Years of Service

### 2. VISITORS

This is an opportunity for visitors to share their perspective regarding any item on the agenda with the exception of item 6.a. Comments may not exceed three minutes.

### 3. APPROVAL OF AGENDA

### 4. CONSENT AGENDA

All matters listed within the Consent Agenda have been distributed to each member of the Kennewick City Council for reading and study, are considered to be routine, and will be enacted by one motion of the Council with no separate discussion.

a. **Meeting Minutes: July 16, 2024, City Council Regular Meeting**

*Motion to approve the minutes of the July 16, 2024, City Council regular meeting as presented.*

b. **Meeting Minutes: August 20, 2024, City Council Regular Meeting**

*Motion to approve the minutes of the August 20, 2024, City Council regular meeting as presented.*

c. **Meeting Minutes: August 27, 2024, City Council Workshop Meeting**

*Motion to approve the minutes of the August 27, 2024, City Council workshop meeting as presented.*

d. **Claim Roster: Toyota Center Operations and Box Office Accounts**

*Motion to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for July 2024 in the amount of \$131,619.85 comprised of check numbers 27490-27550 in the amount of \$88,991.99 and electronic transfers in the amount of \$42,627.86.*

e. **Claims Roster: Columbia Park Golf Course Account**

*Motion to approve the Claims Roster for the Columbia Park Golf Course Account for July 2024 in the amount of \$49,415.99, comprised of check numbers 2834-2856 in the amount of \$12,937.00 and electronic transfers in the amount of \$36,478.99*

f. **Payroll Roster: For the Pay Period Ending 08/15/2024**

*To assure disabled persons the opportunity to participate in or benefit from City services, please provide twenty-four (24) hour advance notice for additional arrangements to reasonably accommodate special needs. Please be advised that all Kennewick City Council Meetings are Audio And Video Taped.*

*Motion to approve the Payroll Roster for the pay period ending 08/15/2024.*

- g. **Resolution: Setting October 1, 2024, as the Public Hearing Date to Consider Vacating a Portion of the Nutmeg Street Right of Way**

*I move to adopt Resolution 24-XX as presented.*

- h. **Boards & Commissions: Lodging Tax Advisory Committee (LTAC) Appointment for a Term Expiring August 31, 2026.**

*Motion to appoint Gabi Lopez to serve as a voting member of the Lodging Tax Advisory Committee with a term expiring August 31, 2026.*

## **5. ORDINANCES/RESOLUTIONS**

## **6. PUBLIC HEARINGS/MEETINGS**

- a. Resolution: Vacation of 10.00 foot and 20.00 foot Water Line Easement Located at 6192 W 28th Place

## **7. NEW BUSINESS**

- a. Contract: 2024-2026 Collective Bargaining Agreement - IAFF

## **8. UNFINISHED BUSINESS**

## **9. VISITORS**

This is an opportunity for visitors to share their perspective regarding topics of a general nature. Comments may not exceed three minutes.

## **10. COUNCIL COMMENTS/DISCUSSION**

## **11. ADJOURNMENT**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                               |                                    |
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| <b>Council Agenda<br/>Coversheet</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Item Number:</b> 4.a. <b>Date:</b> 9/3/2024<br><b>Item Type:</b> General Business Item                                     | <b>Category:</b><br>Consent Agenda |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Subject:</b> Meeting Minutes: July 16, 2024, City Council<br>Regular Meeting<br><br><b>Department:</b> Management Services |                                    |
| <p><b><u>Recommendation</u></b><br/>Staff recommends Council approve the meeting minutes as presented.</p> <p><b><u>Motion for Consideration</u></b><br/>Motion to approve the minutes of the July 16, 2024, City Council regular meeting as presented.</p> <p><b><u>Summary</u></b><br/>Councilmember Trumbo removed this item from the Consent Agenda during the August 20, 2024 meeting. He clarified that his absence from the July 16, 2024 meeting made it inappropriate to cast a vote on the issue. With three Councilmembers excused on August 20, 2024, the Council decided to postpone the item until the meeting on September 3, 2024. Action-format meeting minutes have been prepared by the Deputy City Clerk for the City Council's review.</p> <p><b><u>Alternatives</u></b><br/>The City Council may make corrections to errors and approve the meeting minutes as amended.</p> <p><b><u>Fiscal Impact</u></b><br/>None.</p> |                                                                                                                               |                                    |
| <b><u>Attachments:</u></b><br>1. Minutes - Draft                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                               |                                    |

**CITY OF KENNEWICK  
CITY COUNCIL REGULAR MEETING  
DRAFT July 16, 2024**

**City Council Present – In Person:**

Gretl Crawford, *Mayor*  
Chuck Torelli, *Mayor Pro Tem*  
Loren Anderson, *Councilmember*

Jason McShane, *Councilmember*  
Jim Millbauer, *Councilmember*  
Brad Beauchamp, *Councilmember*

**City Staff Present:**

Erin Erdman, *City Manager*  
Steve Donovan, *Planning Manager*  
Christina Palmer, *Mgmt Svcs Director*  
Lisa Beaton, *City Attorney*  
Cary Roe, *Public Works Director*  
Isaac Merkl, *Police Commander*  
Chad Michael, *Fire Chief*  
Nick Farline, *Parks & Planning Director*

Dan Legard, *Finance Director*  
Brandi Ralston, *Deputy City Clerk*  
Dana Dollarhyde, *Lead Communications Specialist/Executive Assistant*

**1. CALL TO ORDER**

Mayor Crawford called the meeting to order at 6:30 p.m.

Councilmember Beauchamp led the Pledge of Allegiance.

**Recognition: City Manager Award of Excellence: Roman Trujillo (Police).**

City Manager Erdman recognized Roman Trujillo for his significant contributions to the community in 2023 and 2024. Officer Trujillo expressed appreciation for his time at KPD then also sharing his appreciation for his fellow KPD colleagues.

**Recognition: City Manager Award of Excellence: Haley Pink (Parks & Recreation).**

City Manager Erdman recognized Haley Pink for her significant contributions to the community in 2023 and 2024. Ms. Pink expressed appreciation for her role at the City of Kennewick and for being recognized.

**Recognition: City Manager Award of Excellence: Tracy Troutman (Management Services).**

City Manager Erdman recognized Tracy Troutman for her significant contributions to the community in 2023 and 2024. Ms. Troutman expressed her appreciation to the Kennewick Police Department and their partner agencies for the experience to work with them.

**Recognition: Lifesaving Award Recipient Tim Hazen (Public Works).**

City Manager Erdman recognized Tim Hazen for providing imperative emergency care to Richard Sexton. Richard Sexton, Kennewick thanked Mr Hazen for his actions. Mr Hazen spoke to the situation, the training he received and his appreciation that Mr Sexton has recovered.

**2. VISITORS**

**Dara Foster, Kennewick**, spoke in favor of reinstating the fireworks ban in the City of Kennewick. Ms. Foster also mentioned a spot of graffiti.

**3. APPROVAL OF AGENDA**

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|--------------------|-----------------------------------------------------------------|
| <b>MOTION:</b>     | Mayor Pro Tem Torelli moved to approve the agenda as presented. |
| <b>SECOND:</b>     | Councilmember Millbauer                                         |
| <b>DISCUSSION:</b> | None.                                                           |
| <b>VOTE:</b>       | <b>The motion passed unanimously (6-0).</b>                     |

**4. CONSENT AGENDA**

- a. **Meeting Minutes: July 2, 2024, City Council Regular Meeting**  
Motion to approve the minutes of the July 2, 2024, City Council regular meeting as presented.
- b. **Meeting Minutes: July 9, 2024, City Council Workshop Meeting**  
Motion to approve the minutes of the July 9, 2024, City Council workshop meeting as presented.
- c. **Claims Roster: June 2024**  
Motion to approve the Claims Roster for June 2024 in the amount of \$8,009,492.66, comprised of electronic payments and check numbers 315103-315517.
- d. **Claim Roster: Toyota Center Operations and Box Office Accounts**  
Motion to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for May 2024 in the amount of \$129,279.09 comprised of check numbers 27339-27410 in the amount of \$113,506.90 and electronic transfers in the amount of \$15,772.19.
- e. **Payroll Roster: For the Pay Period Ending 06/30/2024**  
Motion to approve the Payroll Roster for the pay period ending 06/30/2024.
- f. **Final Plat: Shade Tree Subdivision, Phase 1**  
Motion to authorize the Mayor (or in her absence the Mayor Pro Tem) to sign the final plat of Shade Tree Subdivision Phase 1, contingent upon completion of outstanding Public Works and Planning requirements.
- g. **Contract: 2023 BST Seal Coat Project**  
Motion to increase the authorized contract amount from \$646,066.47 to \$674,047.76 and accept the work of Tommer Construction for contract P2305, 2023 BST Seal Coat, in the amount of \$672,047.76.
- h. **Contract: Pedestrian Crossing Safety Project**  
Motion to accept the work of Ellison Earthworks LLC for contract P2111, Pedestrian Crossing safety Project, in the amount of \$776,922.35.
- i. **Resolution: Authorized Signatories**  
Motion to adopt a resolution authorizing Dan Legard, Jessica Platt, and Rick Stoddard as signatories for executing financial transactions for the City of Kennewick.
- j. **Contract: Interlocal Cooperative Project Agreement with Benton PUD for the P2011 Quinault/Columbia Center Blvd. Intersection Project**  
Motion to authorize the City Manager to sign the Interlocal Agreement with Benton PUD for the Quinault and Columbia Center Blvd. Intersection Improvement Project.

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|----------------|---------------------------------------------------------------------------|
| <b>MOTION:</b> | Councilmember Millbauer moved to approve the consent agenda as presented. |
| <b>SECOND:</b> | Councilmember Anderson                                                    |
| <b>VOTE:</b>   | <b>The motion passed unanimously (6-0).</b>                               |

**5. ORDINANCES/RESOLUTIONS:**

**a. Resolution 24-11: Three Rivers Convention Center Expansion Reimbursement**

Dan Legard, Finance Director, provided a staff report. There were no questions.

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|--------------------|---------------------------------------------------------------------|
| <b>MOTION:</b>     | Councilmember Millbauer moved to adopt the resolution as presented. |
| <b>SECOND:</b>     | Councilmember Anderson                                              |
| <b>DISCUSSION:</b> | None.                                                               |
| <b>VOTE:</b>       | <b>The motion passed unanimously (6-0).</b>                         |

**6. PUBLIC HEARING: None.**

**7. NEW BUSINESS:**

Mayor Crawford stated Councilmember Trumbo attempted to connect via the virtual platform on several instances throughout the meeting. Due to technology issues, he was unable to establish a reliable connection. Mayor Crawford invited a motion to excuse his absence.

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|--------------------|----------------------------------------------------------------------------|
| <b>MOTION:</b>     | Mayor Pro Tem Torelli moved to excuse the absence of Councilmember Trumbo. |
| <b>SECOND:</b>     | Councilmember Anderson                                                     |
| <b>DISCUSSION:</b> | None.                                                                      |
| <b>VOTE:</b>       | <b>The motion passed unanimously (6-0).</b>                                |

**a. Update: July 4 Fire & Police Activity**

Erin Erdman, City Manager, provided a staff report on the police and fire activity over the July 4<sup>th</sup> holiday weekend. Ms. Erdman, Ms. Beaton, Commander Merkl, Chief Michael and Mr. Legard responded to Council questions and provided clarifying information.

Council then provided comment to the pros and cons of the City of Kennewick ordinance allowing fireworks in the City of Kennewick and the possibility of potentially amending the ordinance.

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|--------------------|------------------------------------------------------------------------------------------------------|
| <b>MOTION:</b>     | Mayor Pro Tem Torelli moved to evaluate changing the fireworks code.                                 |
| <b>SECOND:</b>     | Councilmember Millbauer                                                                              |
| <b>DISCUSSION:</b> | None.                                                                                                |
| <b>VOTE:</b>       | <b>The motion failed (2-4). Councilmembers McShane, Beauchamp, Anderson, Mayor Crawford dissent.</b> |

**8. UNFINISHED BUSINESS: None.**

**9. VISITORS:**

**Uby Creek, Kennewick**, spoke to fire works in the City of Kennewick and thanked the Kennewick Fire Department and Kennewick Police Department for their service. Ms. Creek further thanked Ms. Erdman and Councilmembers for attending the diversity meeting and encouraged the City to provide diversity training. Last, Ms. Creek submitted written handouts which were later incorporated into the council materials.

**10. COUNCIL COMMENTS/DISCUSSION:**

Councilmembers and Ms. Erdman reported on their respective activities, upcoming events, and items of concern.

Mayor Crawford noted that the next regular council meeting is August 20. The August 6, 2024, meeting has been canceled to allow City Council and staff to attend the National Night Out celebration.

**11. ADJOURNMENT:** Mayor Crawford concluded the meeting at 8:32 p.m.

**DRAFT**

Brandi Ralston, CPRO  
Deputy City Clerk

**At the time of publishing these minutes, the City Council meeting recording is available at:**

**<https://kennewickwa.new.swagit.com/videos/310441>**

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| <b>Council Agenda<br/>Coversheet</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Item Number:</b> 4.b. <b>Date:</b> 9/3/2024<br><b>Item Type:</b> General Business Item                                 | <b>Category:</b><br>Consent Agenda |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>Subject:</b> Meeting Minutes: August 20, 2024, City Council Regular Meeting<br><b>Department:</b> Executive Department |                                    |
| <p><b><u>Recommendation</u></b><br/>         Staff recommends Council approve the meeting minutes as presented.</p> <p><b><u>Motion for Consideration</u></b><br/>         Motion to approve the minutes of the August 20, 2024, City Council regular meeting as presented.</p> <p><b><u>Summary</u></b><br/>         The City Clerk has prepared action-format meeting minutes for City Council's consideration.</p> <p><b><u>Alternatives</u></b><br/>         The City Council may make corrections to errors and approve the meeting minutes as amended.</p> <p><b><u>Fiscal Impact</u></b><br/>         There are no fiscal impacts.</p> |                                                                                                                           |                                    |
| <b><u>Attachments:</u></b><br>1. Minutes - Draft                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                           |                                    |

**CITY OF KENNEWICK  
CITY COUNCIL REGULAR MEETING  
August 20, 2024**

**City Council Present – In Person Unless Noted Otherwise:**

**Chuck Torelli**, *Mayor Pro Tem*  
**Jason McShane**, *Councilmember (VIRTUAL)*

**Jim Millbauer**, *Councilmember*  
**John Trumbo**, *Councilmember*

**City Staff Present:**

**Erin Erdman**, *City Manager*  
**Dan Legard**, *Deputy City Manager*  
**Cary Roe**, *Deputy City Manager*  
**Anthony Muai**, *Planning Director*  
**Christina Palmer**, *Mgmt Svcs Director*  
**Lisa Beaton**, *City Attorney*  
**Chris Guerrero**, *Police Chief*  
**Chad Michael**, *Fire Chief*

**Nick Farline**, *Parks Director*  
**John Cowling**, *Public Works Director*  
**Jessica Platt**, *Finance Director*  
**Chad Crouch**, *Human Resources Director*  
**Jeremy Lustig**, *Deputy Public Works Director*  
**Krystal Townsend**, *City Clerk*  
**Dana Dollarhyde**, *Lead Communications Specialist/Executive Assistant*

**1. CALL TO ORDER**

Mayor Pro Tem Torelli called the meeting to order at 6:34 p.m.

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| <b>MOTION:</b>     | Councilmember Millbauer moved to excuse the absence of Mayor Crawford, Councilmember Beauchamp and Councilmember Anderson. |
| <b>SECOND:</b>     | Councilmember Trumbo                                                                                                       |
| <b>DISCUSSION:</b> | None.                                                                                                                      |
| <b>VOTE:</b>       | <b>The motion passed unanimously (4-0).</b>                                                                                |

Councilmember Millbauer led the Pledge of Allegiance.

**Proclamation: Attendance Awareness Month - September:** Mayor Pro Tem Torelli presented the proclamation to President and CEO of United Way of Benton & Franklin Counties, Dr. LoAnn Ayers. Dr. Ayers spoke to her appreciation for the proclamation and the City's commitment to recognize the importance of attendance through its annual proclamation.

**3 Rivers Community Foundation: Making a Difference in Our Community!:** CEO Abbey Cameron, provided an insightful presentation which detailed the purpose and accomplishments of 3 Rivers Community Foundation and emphasized the upcoming grant award cycle and opportunities available.

**Recognition of Excellence: Public Works Wastewater Treatment Plant Outstanding Performance Award:** Coleman Miller, on behalf of the Washington State Department of Ecology, presented Public Works with the Department of Ecology 2023 Outstanding Performance Award. On hand to accept the award were Utilities Supervisor Bob Bepple and Jeremy Lustig, Deputy Public Works Director. Mr. Miller listed the following Wastewater Treatment Plant employees as pivotal in earning the distinction of outstanding performance year after year, but also 100% compliance with regulations:

Dustin Gerlach, Kevin Webb, Dean Bugher, George Messenger, Trevor Brain, Rosie Runyon, and Gina Morgan.

Councilmembers spoke to the importance of the Wastewater Treatment Plant employees and stated appreciation for the quality of the water they provide to our community.

**2. VISITORS: None**

**3. APPROVAL OF AGENDA**

Councilmember Trumbo asked to remove item 4a - Meeting Minutes: July 16, 2024, City Council Regular Meeting.

**MOTION:** Councilmember Millbauer moved to approve the agenda as amended.

**SECOND:** Councilmember Trumbo.

**DISCUSSION:** None.

**VOTE:** The motion passed unanimously (4-0).

**4. CONSENT AGENDA (Amended to Remove Item 4.a.)**

**b. Meeting Minutes: July 23, 2024, City Council Workshop Meeting**

*Motion to approve the minutes of the July 23, 2024, meeting as presented.*

**c. Meeting Minutes: August 13, 2024, City Council Workshop Meeting**

*Motion to approve the minutes of the May 28, 2024, meeting as presented.*

**d. Claims Roster: July 2024**

*Motion to approve the Claims Roster for July 2024 in the amount of \$5,170,023.60, comprised of electronic payments and check numbers 315518-315898.*

**e. Claim Roster: Toyota Center Operations and Box Office Accounts**

*Motion to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for June 2024 as presented.*

**f. Claims Roster: Columbia Park Golf Course Account**

*Motion to approve the Claims Roster for the Columbia Park Golf Course Account for June 2024 in the amount of \$44,449.70, comprised of check numbers 2824-2833 in the amount of \$9,232.96 and electronic transfers in the amount of \$35,216.74.*

**g. Payroll Roster: For the Pay Periods Ending 07/15/2024 and 07/31/2024**

*Motion to approve the Payroll Roster for the pay periods ending 07/15/2024 and 07/31/2024.*

**h. Boards & Commissions: Tourism Promotion Area (TPA) Commission Appointment for a Term Expiring August 31, 2026.**

*Motion to appoint Gabi Lopez to serve as Kennewick's representative on the Tri-City Regional Hotel Motel Commission with a term expiring August 31, 2026.*

**i. Contract: Quinault & Columbia Center Blvd Intersection - WSDOT Supplemental Agreement for Construction Funds**

*Motion to authorize the Mayor to sign the Local Agency Agreement Supplement #3 and Project Prospectus with the Washington State Department of Transportation to obligate construction funding for the Quinault/Columbia Center Blvd. Intersection Project.*

**j. Contract Award: 2024 City-Wide Asphalt Patching Project Bid Award**

*Motion to award Contract P2414-24 2024 City-Wide Asphalt Patching contract to Central Paving, LLC in the amount of \$773,363.50, plus a 10% contingency amount of \$77,336.35 for a total amount of \$850,699.85 and authorize the City Manager to execute the contract.*

- k. Interlocal Agreement: Revised Opioid Settlement Memorandum of Understanding with Benton County**  
*Motion to authorize the Mayor to sign the interlocal agreement with Benton County for the pooling of funds received from the State of Washington opioid settlements*
- l. Grant: Accept Energy Efficiency and Conservation Block Grant (EECBG) Program Equipment Rebate Grant**  
*Motion to accept the Energy Efficiency and Conservation Block Grant (EECBG) Program Equipment Rebate Voucher in the amount of \$138,680 and amend the 23/24 budget accordingly.*
- m. Contract: License Agreement with Canyon Lakes Property Owners Association for Four Speed Radar Signs on W Canyon Lakes Dr.**  
*Motion to authorize the City Manager to sign a license agreement with CLPOA for four speed radar signs on W Canyon Lakes Dr.*
- n. Parks Mower Replacement and Budget Amendment**  
*Motion to amend the 23/24 Fleet Replacement budget by \$155,000 and authorize the purchase of a tractor and mower in the amount of \$155,000.00.*
- o. Final Plat: Morain Street Townhomes - SUB-2024-0009**  
*Motion to authorize the Mayor (or in her absence the Mayor Pro Tem) to sign the Morain Street Townhomes Final Plat, contingent upon payment of fees and bonding for incomplete sidewalk and landscaping work.*
- p. Resolution 24-12: Authorizing the Grant Application and Acceptance of Funds for the Audubon Trail Restoration Project**  
*Motion to adopt the resolution as presented.*

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|----------------|--------------------------------------------------------------------|
| <b>MOTION:</b> | Councilmember Trumbo moved to adopt the consent agenda as amended. |
| <b>SECOND:</b> | Councilmember Millbauer                                            |
| <b>VOTE:</b>   | <b>The motion passed unanimously (4-0).</b>                        |

**5. ORDINANCES/RESOLUTIONS: None.**

**6. PUBLIC HEARING:**

- a. Resolution 24-13: Vacation of a 10.00 Foot Utility and 5.00 Foot Irrigation Easement Located at 11343 W Clearwater Ave**

John Cowling, Public Works Director, provided a staff report and responded to Council questions.

Mayor Pro Tem Torelli opened and closed the public hearing at 7:03 p.m., as there were no public testimonies offered in favor or against the issue.

|                    |                                                                                                                                |
|--------------------|--------------------------------------------------------------------------------------------------------------------------------|
| <b>MOTION:</b>     | Councilmember Millbauer moved to adopt the resolution as presented and authorize the Mayor to execute all necessary documents. |
| <b>SECOND:</b>     | Councilmember Trumbo.                                                                                                          |
| <b>DISCUSSION:</b> | None.                                                                                                                          |
| <b>VOTE:</b>       | <b>The motion passed unanimously (4-0).</b>                                                                                    |

**7. NEW BUSINESS:**

**4.a. Meeting Minutes: July 16, 2024, City Council Regular Meeting** *(pulled from Consent)*

Councilmember Trumbo stated he would abstain given his absence at the July 16, 2024 meeting. The City Clerk and Council discussed procedural options.

|                    |                                                                                                                     |
|--------------------|---------------------------------------------------------------------------------------------------------------------|
| <b>MOTION:</b>     | Councilmember Millbauer moved to postpone approval of the July 16, 2024, minutes to the September 3, 2024, meeting. |
| <b>SECOND:</b>     | Councilmember Trumbo                                                                                                |
| <b>DISCUSSION:</b> | None.                                                                                                               |
| <b>VOTE:</b>       | <b>The motion passed unanimously (4-0).</b>                                                                         |

**8. UNFINISHED BUSINESS: None.**

**9. VISITORS:**

Jeff Smart explained his affiliation with the Morain Street Townhomes project (Consent Agenda Item O), remarked on the importance of affordable housing, and thanked the Council for support of this project.

**10. COUNCIL COMMENTS/DISCUSSION:**

Councilmembers reported on their respective activities, upcoming events, and items of concern.

Ms. Erdman introduced Jessica Platt, Interim Finance Director and announced John Cowling's promotion to Public Works Director.

**11. ADJOURNMENT:** Mayor Pro Tem Torelli concluded the meeting at 7:20 p.m.

**DRAFT**

Krystal Townsend, CMC, CPRO  
City Clerk

**At the time of publishing these minutes, the City Council meeting recording is available at:**

<https://kennewickwa.new.swagit.com/videos/312978>

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| <b>Council Agenda<br/>Coversheet</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>Item Number:</b> 4.c. <b>Date:</b> 9/3/2024<br><b>Item Type:</b> General Business Item                                      | <b>Category:</b><br>Consent Agenda |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Subject:</b> Meeting Minutes: August 27, 2024, City Council Workshop Meeting<br><br><b>Department:</b> Executive Department |                                    |
| <b><u>Recommendation</u></b><br>Motion to approve the minutes of the August 27, 2024, City Council workshop meeting as presented.<br><br><b><u>Motion for Consideration</u></b><br>Motion to approve the minutes of the August 27, 2024, City Council workshop meeting as presented.<br><br><b><u>Summary</u></b><br>The City Clerk has prepared action-format meeting minutes for City Council's consideration.<br><br><b><u>Alternatives</u></b><br>The City Council may make corrections to errors and approve the meeting minutes as amended.<br><br><b><u>Fiscal Impact</u></b><br>There are no fiscal impacts to consider. |                                                                                                                                |                                    |
| <b><u>Attachments:</u></b><br>1. Minutes - Draft                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                |                                    |

CITY OF KENNEWICK  
CITY COUNCIL  
Workshop  
August 27, 2024

City Council Present – In Person Unless Noted Otherwise:

Gretl Crawford, *Mayor*  
Chuck Torelli, *Mayor Pro Tem (VIRTUAL)*  
Loren Anderson, *Councilmember*  
Brad Beauchamp, *Councilmember*

Jason McShane, *Councilmember*  
Jim Millbauer, *Councilmember*  
John Trumbo, *Councilmember*

City Staff Present:

Erin Erdman, *City Manager*  
Dan Legard, *Deputy City Manager*  
Cary Roe, *Deputy City Manager*  
Anthony Muai, *Planning Director*  
Christina Palmer, *Mgmt Svcs Director*  
Lisa Beaton, *City Attorney*  
Chris Guerrero, *Police Chief*  
Chad Michael, *Fire Chief*  
Nick Farline, *Parks Director*  
Chad Crouch, *Human Resources Director*

Robert Ball, *Deputy Fire Chief*  
Isaac Merkl, *Police Commander*  
Krystal Townsend, *City Clerk*  
Dana Dollarhyde, *Lead Communications Specialist/Executive Assistant*

1. **CALL TO ORDER.** Mayor Crawford called the meeting to order at 6:30 p.m.
2. **COLUMBIA VALLEY CENTER FOR RECOVERY UPDATE.** Chief Michael provided a concise summary of the City's involvement in the project and introduced Benton County Deputy Administrator Matt Rasmussen, emphasizing Mr. Rasmussen's expertise and experience. Mr. Rasmussen then presented an overview of the project's progress, objectives, history, and anticipated accomplishments. Mr. Rasmussen responded to Council questions. **No final disposition of this matter taken.**
3. **CASE LAW UPDATE REGARDING PUBLIC CAMPING REGULATIONS AND HOMELESS ENCAMPMENTS.** Ms. Beaton delivered a detailed summary of the Grants Pass ruling from the Supreme Court. During her presentation, she discussed the City's existing strategies for handling encampments and public camping issues, which were developed in response to the 9th Circuit Court's 2018 ruling in *Martin v. Boise*. Additionally, she provided insight into potential future approaches for consideration. Council asked clarifying questions and shared various perspectives to consider. **No final disposition of this matter taken.**
6. **ADJOURNMENT.** Mayor Crawford concluded the meeting at 7:49 p.m.

**DRAFT**

Krystal Townsend, CMC, CPRO  
City Clerk

At the time of publishing these minutes, the City Council meeting recording is available at:

<https://kennewickwa.new.swagit.com/videos/313640>

|                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                     |                                                          |                            |             |                            |             |              |                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|----------------------------|-------------|----------------------------|-------------|--------------|---------------------|
| <b>Council Agenda<br/>Coversheet</b>                                                                                                                                                                                                                                                                           | <b>Item Number:</b> 4.d.<br><b>Item Type:</b> General Business Item<br><b>Subject:</b> Claim Roster: Toyota Center Operations and Box Office Accounts<br><b>Department:</b> Finance | <b>Date:</b> 9/3/2024<br><b>Category:</b> Consent Agenda |                            |             |                            |             |              |                     |
|                                                                                                                                                                                                                               |                                                                                                                                                                                     |                                                          |                            |             |                            |             |              |                     |
| <b><u>Recommendation</u></b><br>Staff recommends that Council approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for July 2024 as presented.                                                                                                                                  |                                                                                                                                                                                     |                                                          |                            |             |                            |             |              |                     |
| <b><u>Motion for Consideration</u></b><br>Motion to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for July 2024 in the amount of \$131,619.85 comprised of check numbers 27490-27550 in the amount of \$88,991.99 and electronic transfers in the amount of \$42,627.86. |                                                                                                                                                                                     |                                                          |                            |             |                            |             |              |                     |
| <b><u>Summary</u></b><br>The payments on this Claims Roster are comprised of the following issuances during the period 7/1/2024-7/31/2024:                                                                                                                                                                     |                                                                                                                                                                                     |                                                          |                            |             |                            |             |              |                     |
| <table><tr><td>Check numbers 27490-27550:</td><td>\$88,991.99</td></tr><tr><td>Electronic payments (EFT):</td><td>\$42,627.86</td></tr><tr><td><b>Total</b></td><td><b>\$131,619.85</b></td></tr></table>                                                                                                      |                                                                                                                                                                                     |                                                          | Check numbers 27490-27550: | \$88,991.99 | Electronic payments (EFT): | \$42,627.86 | <b>Total</b> | <b>\$131,619.85</b> |
| Check numbers 27490-27550:                                                                                                                                                                                                                                                                                     | \$88,991.99                                                                                                                                                                         |                                                          |                            |             |                            |             |              |                     |
| Electronic payments (EFT):                                                                                                                                                                                                                                                                                     | \$42,627.86                                                                                                                                                                         |                                                          |                            |             |                            |             |              |                     |
| <b>Total</b>                                                                                                                                                                                                                                                                                                   | <b>\$131,619.85</b>                                                                                                                                                                 |                                                          |                            |             |                            |             |              |                     |
| <b><u>Alternatives</u></b><br>None                                                                                                                                                                                                                                                                             |                                                                                                                                                                                     |                                                          |                            |             |                            |             |              |                     |
| <b><u>Fiscal Impact</u></b><br>\$131,619.85                                                                                                                                                                                                                                                                    |                                                                                                                                                                                     |                                                          |                            |             |                            |             |              |                     |
| <b>Attachments:</b><br>1. Claims Roster                                                                                                                                                                                                                                                                        |                                                                                                                                                                                     |                                                          |                            |             |                            |             |              |                     |

**Toyota Center and Arena  
Claims Roster  
July 31,2024**

| <u>Date</u>                                   | <u>Check</u> | <u>Method</u>                             | <u>Name</u>                                    | <u>Amount</u> |
|-----------------------------------------------|--------------|-------------------------------------------|------------------------------------------------|---------------|
| <b><u>TOYO Sterling Operating Account</u></b> |              |                                           |                                                |               |
| 07/02/24                                      | 27490        | Auto Check                                | Lancaster Consulting Group (00003140)          | 6,075.00      |
| 07/02/24                                      | 101650       | 201                                       | Sponsorship Consulting Fee                     | 6,075.00      |
|                                               |              | • 3rd Party Event Expense Holding Account | Sponsorship Consulting Fee - River of Fire     | 6,075.00      |
| 07/02/24                                      | 27491        | Auto Check                                | Meraki Audio (00003985)                        | 3,164.40      |
| 07/02/24                                      | 101650       | July 4th River of Fire                    | Stage Audio - River of Fire                    | 3,164.40      |
|                                               |              | • 3rd Party Event Expense Holding Account | Stage Audio - River of Fire                    | 3,164.40      |
| 07/02/24                                      | 27492        | Auto Check                                | Three Rivers Sound (00003531)                  | 2,598.75      |
| 07/02/24                                      | 101650       | July 4th River of Fire                    | Stage Audio - River of Fire                    | 2,598.75      |
|                                               |              | • 3rd Party Event Expense Holding Account | Stage Audio - River of Fire                    | 2,598.75      |
| 07/09/24                                      | 27493        | Auto Check                                | Advanced Protection Services, Inc. (00002751)  | 732.38        |
| 07/09/24                                      | 107209       | R152891                                   | TA Fire Monitoring                             | 73.86         |
|                                               |              | • Security & Fire Alarm System            | TA Fire Monitoring                             | 73.86         |
| 07/09/24                                      | 107209       | R152892                                   | Ammonia Monitoring                             | 79.30         |
|                                               |              | • Security & Fire Alarm System            | Ammonia Monitoring                             | 79.30         |
| 07/09/24                                      | 107209       | R152893                                   | Fire Monitoring                                | 73.86         |
|                                               |              | • Security & Fire Alarm System            | Fire Monitoring                                | 73.86         |
| 07/09/24                                      | 107209       | R152894                                   | OpenEye Video Cloud                            | 418.50        |
|                                               |              | • Security & Fire Alarm System            | OpenEye Video Cloud                            | 418.50        |
| 07/09/24                                      | 107209       | R152895                                   | Temp Security Monitoring                       | 43.43         |
|                                               |              | • Security & Fire Alarm System            | Temp Security Monitoring                       | 43.43         |
| 07/09/24                                      | 107209       | R152896                                   | Vault Security Monitoring                      | 43.43         |
|                                               |              | • Security & Fire Alarm System            | Vault Security Monitoring                      | 43.43         |
| 07/09/24                                      | 27494        | Auto Check                                | Ann Doherty (00003036)                         | 30.00         |
| 07/09/24                                      | 107304       | LTS: June 2024                            | LTS: June 2024                                 | 30.00         |
|                                               |              | • Contracted Services                     | LTS: June 2024                                 | 30.00         |
| 07/09/24                                      | 27495        | Auto Check                                | Apollo Heating and Air Conditioning (00002933) | 3,583.95      |
| 07/09/24                                      | 107210       | KS-940059481                              | HVAC Maintenance Contract                      | 3,583.95      |
|                                               |              | • HVAC Repairs & Maintenance              | HVAC Maintenance Contract                      | 3,583.95      |
| 07/09/24                                      | 27496        | Auto Check                                | Ascentis Corporation (00002983)                | 1,392.76      |
| 07/09/24                                      | 107070       | SI-169593                                 | NOVA5000                                       | 1,392.76      |
|                                               |              | • Payroll Processing                      | NOVA5000                                       | 696.38        |
|                                               |              |                                           | Due To/From TRCC                               | 696.38        |
| 07/09/24                                      | 27497        | Auto Check                                | Brashear Electric, Inc. (00002756)             | 3,913.21      |
| 07/09/24                                      | 104327       | 41496                                     | Set Up for Intocable                           | 896.78        |
|                                               |              | • Reimbursed Contract Labor               | Set Up for Intocable                           | 896.78        |
| 07/09/24                                      | 109010       | 41546                                     | Kitchen Oven Circuits                          | 2,119.65      |
|                                               |              | • Capital Improvements                    | Kitchen Oven Circuits                          | 2,119.65      |
| 07/09/24                                      | 104327       | 41572                                     | Set Up for Whose Live                          | 896.78        |
|                                               |              | • Reimbursed Contract Labor               | Set Up for Whose Live                          | 896.78        |
| 07/09/24                                      | 27498        | Auto Check                                | Canon Financial Services, Inc (00002793)       | 74.99         |
| 07/09/24                                      | 107105       | 33409506                                  | Property Tax                                   | 74.99         |
|                                               |              | • Printing / Copying                      | Property Tax                                   | 37.49         |
|                                               |              |                                           | Due To/From TRCC                               | 37.50         |
| 07/09/24                                      | 27499        | Auto Check                                | Chem-Aqua (00002759)                           | 4,150.84      |
| 07/09/24                                      | 107304       | 8733833                                   | Water Treatment Program                        | 4,150.84      |
|                                               |              | • Contracted Services                     | Water Treatment Program                        | 4,150.84      |
| 07/09/24                                      | 27500        | Auto Check                                | City of Kennewick - Misc (00002830)            | 1,334.94      |
| 07/09/24                                      | 102330       | 15910                                     | Leasehold - 2nd Qtr                            | 1,334.94      |
|                                               |              | • Leasehold Tax Payable - COK             | Leasehold - 2nd Qtr                            | 1,334.94      |

**Toyota Center and Arena  
Claims Roster  
July 31,2024**

| <u>Date</u> | <u>Check</u> | <u>Method</u>                             | <u>Name</u>                                  |          | <u>Amount</u> |
|-------------|--------------|-------------------------------------------|----------------------------------------------|----------|---------------|
| 07/09/24    | 27501        | Auto Check                                | Consolidated Supply Co. (00003448)           |          | 161.66        |
|             | 07/09/24     | S011984515.003                            | Sloan Closet Rebuild Kit                     |          | 161.66        |
|             | 107201       | • Tools & Supplies                        | PO4778 - Sloan Closet Rebuild Kit            | 161.66   |               |
| 07/09/24    | 27502        | Auto Check                                | Cougar Digital Marketing & Design (00002861) |          | 159.00        |
|             | 07/09/24     | 13514                                     | Website Maintenance                          |          | 159.00        |
|             | 107302       | • Venue Marketing & Non-Event Advertising | Website Maintenance                          | 159.00   |               |
| 07/09/24    | 27503        | Auto Check                                | Craig Bond (00002810)                        |          | 560.00        |
|             | 07/09/24     | LTS: June 2024                            | LTS: June 2024                               |          | 560.00        |
|             | 107304       | • Contracted Services                     | LTS: June 2024                               | 560.00   |               |
| 07/09/24    | 27504        | Auto Check                                | DevFuzion (00000278)                         |          | 5,903.05      |
|             | 07/09/24     | 25263                                     | Network Support Service                      |          | 5,903.05      |
|             | 107104       | • IT Support Services                     | Network Support Service                      | 2,951.52 |               |
|             |              |                                           | Due To/From TRCC                             | 2,951.53 |               |
| 07/09/24    | 27505        | Auto Check                                | Ferrell Gas (00002769)                       |          | 547.58        |
|             | 07/09/24     | 1127118346                                | Propane                                      |          | 547.58        |
|             | 107214       | • Fuel & Vehicle Costs                    | Propane                                      | 273.79   |               |
|             |              |                                           | Due To/From TRCC                             | 273.79   |               |
| 07/09/24    | 27506        | Auto Check                                | Gamache Landscaping, Inc. (00002798)         |          | 2,010.95      |
|             | 07/09/24     | 1340                                      | Lawn Maintenance                             |          | 2,010.95      |
|             | 107213       | • Grounds Repairs & Maintenance           | Lawn Maintenance                             | 2,010.95 |               |
| 07/09/24    | 27507        | Auto Check                                | GoTo Communications, Inc. (00003770)         |          | 1,214.49      |
|             | 07/09/24     | IN7103073530                              | Phone Services                               |          | 1,214.49      |
|             | 107205       | • Communications                          | Phone Services                               | 607.24   |               |
|             |              |                                           | Due To/From TRCC                             | 607.25   |               |
| 07/09/24    | 27508        | Auto Check                                | Jennifer Bond (00002941)                     |          | 1,480.00      |
|             | 07/09/24     | LTS: June 2024                            | LTS: June 2024                               |          | 480.00        |
|             | 107304       | • Contracted Services                     | LTS: June 2024                               | 480.00   |               |
|             | 07/09/24     | LTS Admin: July 2024                      | LTS Admin: July 2024                         |          | 1,000.00      |
|             | 107304       | • Contracted Services                     | LTS Admin: July 2024                         | 1,000.00 |               |
| 07/09/24    | 27509        | Auto Check                                | John D. Peterson (00003352)                  |          | 68.72         |
|             | 07/09/24     | Reimbursement: F&B                        | Reimbursement: F&B                           |          | 68.72         |
|             | 101650       | • 3rd Party Event Expense Holding Account | Reimbursement: Propane                       | 40.46    |               |
|             |              |                                           |                                              | 28.26    |               |
| 07/09/24    | 27510        | Auto Check                                | KAPP-KVEW (00002980)                         |          | 1,700.00      |
|             | 07/09/24     | 276457-1                                  | TV Ads - River of Fire                       |          | 148.75        |
|             | 101650       | • 3rd Party Event Expense Holding Account | TV Ads - River of Fire                       | 148.75   |               |
|             | 07/09/24     | 276456-1                                  | TV Ads - River of Fire                       |          | 894.20        |
|             | 101650       | • 3rd Party Event Expense Holding Account | TV Ads - River of Fire                       | 894.20   |               |
|             | 07/09/24     | 276456-2                                  | TV Ads - River of Fire                       |          | 593.30        |
|             | 101650       | • 3rd Party Event Expense Holding Account | TV Ads - River of Fire                       | 593.30   |               |
|             | 07/09/24     | 276457-2                                  | TV Ads - River of Fire                       |          | 63.75         |
|             | 101650       | • 3rd Party Event Expense Holding Account | TV Ads - River of Fire                       | 63.75    |               |
| 07/09/24    | 27511        | Auto Check                                | Kendrick Equipment (USA) LLC (00003867)      |          | 2,757.18      |
|             | 07/09/24     | U51968                                    | Zamboni Parts - Wildhorse                    |          | 1,406.69      |
|             | 107211       | • Equipment Repairs & Maintenance         | Zamboni Parts - Wildhorse                    | 1,406.69 |               |
|             | 07/09/24     | U51953                                    | Zamboni Parts                                |          | 1,350.49      |
|             | 107211       | • Equipment Repairs & Maintenance         | PO4773 - Zamboni Parts                       | 1,350.49 |               |
| 07/09/24    | 27512        | Auto Check                                | Kennewick Ranch & Home (00003069)            |          | 717.43        |
|             | 07/09/24     | 2406-513492                               | Tents                                        |          | 717.43        |
|             | 101650       | • 3rd Party Event Expense Holding Account | Tents - River of Fire                        | 717.43   |               |

**Toyota Center and Arena  
Claims Roster  
July 31,2024**

| <u>Date</u> | <u>Check</u> | <u>Method</u>                             | <u>Name</u>                                           |          | <u>Amount</u> |
|-------------|--------------|-------------------------------------------|-------------------------------------------------------|----------|---------------|
| 07/09/24    | 27513        | Auto Check                                | Kennewick Union Firefighters L-1296 (00003455)        |          | 5,557.50      |
|             | 07/09/24     | June 2024                                 | EMT Services                                          |          | 5,557.50      |
|             | 107404       | • Event Contracted Labor                  | EMT Services                                          | 520.00   |               |
|             | 107404       | • Event Contracted Labor                  | EMT Services                                          | 910.00   |               |
|             | 107404       | • Event Contracted Labor                  | EMT Services                                          | 1,170.00 |               |
|             | 107404       | • Event Contracted Labor                  | EMT Services                                          | 1,040.00 |               |
|             | 107404       | • Event Contracted Labor                  | EMT Services                                          | 812.50   |               |
|             | 107404       | • Event Contracted Labor                  | EMT Services                                          | 585.00   |               |
|             | 107404       | • Event Contracted Labor                  | EMT Services                                          | 520.00   |               |
| 07/09/24    | 27514        | Auto Check                                | KNDO/KNDU (00002825)                                  |          | 1,700.00      |
|             | 07/09/24     | 228427A-1                                 | TV Ads - River of Fire                                |          | 654.50        |
|             | 101650       | • 3rd Party Event Expense Holding Account | TV Ads - River of Fire                                | 654.50   |               |
|             | 07/09/24     | 228427A-2                                 | TV Ads - River of Fire                                |          | 1,045.50      |
|             | 101650       | • 3rd Party Event Expense Holding Account | TV Ads - River of Fire                                | 1,045.50 |               |
| 07/09/24    | 27515        | Auto Check                                | Loomis (00002895)                                     |          | 313.95        |
|             | 07/09/24     | 13522926                                  | Armored Car Service                                   |          | 313.95        |
|             | 107304       | • Contracted Services                     | Armored Car Service                                   | 156.97   |               |
|             |              |                                           | Due To/From TRCC                                      | 156.98   |               |
| 07/09/24    | 27516        | Auto Check                                | Lowe's Commercial Services (00002776)                 |          | 588.65        |
|             | 07/09/24     | 998278                                    | Concrete                                              |          | 61.57         |
|             | 107201       | • Tools & Supplies                        | PO4700 - Concrete                                     | 61.57    |               |
|             | 07/09/24     | 998596                                    | Febreze                                               |          | 65.02         |
|             | 107201       | • Tools & Supplies                        | PO4700 - Febreze                                      | 65.02    |               |
|             | 07/09/24     | 974120                                    | Supplies                                              |          | 184.69        |
|             | 107201       | • Tools & Supplies                        | PO4700 - Supplies                                     | 184.69   |               |
|             | 07/09/24     | 973311                                    | Supplies                                              |          | 117.55        |
|             | 107201       | • Tools & Supplies                        | PO4737 - Supplies                                     | 117.55   |               |
|             | 07/09/24     | 976953                                    | Wasp Spray                                            |          | 36.03         |
|             | 107201       | • Tools & Supplies                        | PO 4700 - Wasp Spray                                  | 36.03    |               |
|             | 07/09/24     | 981955                                    | Sod                                                   |          | 123.79        |
|             | 107201       | • Tools & Supplies                        | PO4737 - Sod                                          | 123.79   |               |
| 07/09/24    | 27517        | Auto Check                                | Michael Abbott (00002770)                             |          | 108.00        |
|             | 07/09/24     | 448-014470                                | FiltaFry Fryer Service                                |          | 108.00        |
|             | 107508       | • F&B Equipment Repairs & Maintenance     | FiltaFry Fryer Service                                | 108.00   |               |
| 07/09/24    | 27518        | Auto Check                                | Mid Columbia Hockey Officials Association (00002777)  |          | 6,960.00      |
|             | 07/09/24     | 24-011                                    | Games Worked 4/29-6/2/24                              |          | 6,960.00      |
|             | 107304       | • Contracted Services                     | Games Worked 4/29-6/2/24                              | 6,960.00 |               |
| 07/09/24    | 27519        | Auto Check                                | Patton, Trevor (00003272)                             |          | 21.12         |
|             | 07/09/24     | Reimbursement: Food                       | Reimbursement: Food                                   |          | 21.12         |
|             | 101650       | • 3rd Party Event Expense Holding Account | Reimbursement: Food                                   | 21.12    |               |
| 07/09/24    | 27520        | Auto Check                                | Pitney Bowes Global Financial Services LLC (00002894) |          | 102.43        |
|             | 07/09/24     | 3319293976                                | SendPro Mailstation                                   |          | 102.43        |
|             | 107101       | • Postage & Shipping                      | SendPro Mailstation                                   | 51.22    |               |
|             |              |                                           | Due To/From TRCC                                      | 51.21    |               |
| 07/09/24    | 27521        | Auto Check                                | Purchase Power (00002904)                             |          | 100.00        |
|             | 07/09/24     | Postage Fees: June                        | Postage Fees: June                                    |          | 100.00        |
|             | 107101       | • Postage & Shipping                      | Postage Fees: June                                    | 50.00    |               |
|             |              |                                           | Due To/From TRCC                                      | 50.00    |               |
| 07/09/24    | 27522        | Auto Check                                | Rob Gierke (00002700)                                 |          | 188.64        |
|             | 07/09/24     | Reimbursement: Pendleton                  | Reimbursement: Pendleton                              |          | 188.64        |
|             | 107112       | • Travel & Entertainment                  | Reimbursement: Pendleton                              | 188.64   |               |
| 07/09/24    | 27523        | Auto Check                                | Springhill Suites of Kennewick (00002726)             |          | 133.63        |
|             | 07/09/24     | Folio: 67652                              | Room Rental                                           |          | 133.63        |
|             | 104370       | • Reimbursed Outside Event Expense        | Room Rental: Whose Live                               | 133.63   |               |

**Toyota Center and Arena  
Claims Roster  
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| <u>Date</u> | <u>Check</u> | <u>Method</u>                             | <u>Name</u>                            |  |           | <u>Amount</u> |
|-------------|--------------|-------------------------------------------|----------------------------------------|--|-----------|---------------|
| 07/09/24    | 27524        | Auto Check                                | Stephens Media Group (00002844)        |  |           | 2,267.75      |
|             | 07/09/24     | IN-1240613540                             | Radio Ads - Midland                    |  | 267.75    |               |
|             | 107402       | • Event Advertising                       | Radio Ads - Midland                    |  | 267.75    |               |
|             | 07/09/24     | IN-1240613479                             | Radio Ads - River of Fire              |  | 2,000.00  |               |
|             | 101650       | • 3rd Party Event Expense Holding Account | Radio Ads - River of Fire              |  | 2,000.00  |               |
| 07/09/24    | 27525        | Auto Check                                | Sunbelt Rentals, Inc. (00002783)       |  |           | 633.66        |
|             | 07/09/24     | 156043660-0001                            | Manlift - Whose Live                   |  | 633.66    |               |
|             | 104370       | • Reimbursed Outside Event Expense        | Manlift - Whose Live                   |  | 633.66    |               |
| 07/09/24    | 27526        | Auto Check                                | Taylor Lee Nelson (00003414)           |  |           | 32.00         |
|             | 07/09/24     | LTS: June 2024                            | LTS: June 2024                         |  | 32.00     |               |
|             | 107304       | • Contracted Services                     | LTS: June 2024                         |  | 32.00     |               |
| 07/09/24    | 27527        | Auto Check                                | Tim Berry (00002808)                   |  |           | 140.00        |
|             | 07/09/24     | LTS: June 2024                            | LTS: June 2024                         |  | 140.00    |               |
|             | 107304       | • Contracted Services                     | LTS: June 2024                         |  | 140.00    |               |
| 07/09/24    | 27528        | Auto Check                                | Townsquare Media-Tri Cities (00002784) |  |           | 267.75        |
|             | 07/09/24     | 4937568-1                                 | Radio Ads                              |  | 267.75    |               |
|             | 107402       | • Event Advertising                       | Radio Ads - Midland                    |  | 267.75    |               |
| 07/09/24    | 27529        | Auto Check                                | US Foods (00002786)                    |  |           | 1,388.79      |
|             | 07/09/24     | 5869182                                   | Food                                   |  | 721.10    |               |
|             | 101411       | • Inventory - Food                        | Food                                   |  | 721.10    |               |
|             | 07/09/24     | 5869181                                   | Kitchen Supplies                       |  | 667.69    |               |
|             | 107513       | • F&B Janitorial Supplies                 | PO4754 - Kitchen Supplies              |  | 667.69    |               |
| 07/09/24    | 27530        | Auto Check                                | VenuWorks, Inc. (00000894)             |  |           | 10,718.60     |
|             | 07/09/24     | 19543                                     | Management Fee - July 2024             |  | 10,718.60 |               |
|             | 107306       | • VenuWorks Management Fee                | Management Fee - July 2024             |  | 10,718.60 |               |
| 07/18/24    | 27531        | Auto Check                                | Brashear Electric, Inc. (00002756)     |  |           | 437.42        |
|             | 07/18/24     | 41584                                     | Ground Generators                      |  | 437.42    |               |
|             | 101650       | • 3rd Party Event Expense Holding Account | Ground Generators - River of Fire      |  | 437.42    |               |
| 07/18/24    | 27532        | Auto Check                                | Canon Solutions (00002757)             |  |           | 66.93         |
|             | 07/18/24     | 6008568765                                | Copier Maintenance - QHM               |  | 41.01     |               |
|             | 107105       | • Printing / Copying                      | Copier Maintenance - QHM               |  | 41.01     |               |
|             | 07/18/24     | 6008617028                                | Copier Maintenance - UMT               |  | 25.92     |               |
|             | 107105       | • Printing / Copying                      | Copier Maintenance - UMT               |  | 25.92     |               |
| 07/18/24    | 27533        | Auto Check                                | Cascade Natural Gas (00000161)         |  |           | 73.57         |
|             | 07/18/24     | 06/08/2024-07/10/2024                     | Gen Com Service                        |  | 73.57     |               |
|             | 107217       | • Natural Gas                             | Gen Com Service                        |  | 73.57     |               |
| 07/18/24    | 27534        | Auto Check                                | Cascade Natural Gas (00000161)         |  |           | 1,516.82      |
|             | 07/18/24     | 06/08/2024-7/10/24                        | TA Gen Com Service                     |  | 1,516.82  |               |
|             | 107217       | • Natural Gas                             | TA Gen Com Service                     |  | 1,516.82  |               |
| 07/18/24    | 27535        | Auto Check                                | City of Kennewick - Water (00002858)   |  |           | 6,460.07      |
|             | 07/18/24     | 4/27/2024-6/25/2024                       | Water Services                         |  | 6,460.07  |               |
|             | 107219       | • Water                                   | Water Services                         |  | 6,460.07  |               |
| 07/18/24    | 27536        | Auto Check                                | Columbia Basin Ice, LLC (00003116)     |  |           | 625.00        |
|             | 07/18/24     | 00-418410                                 | Ice                                    |  | 625.00    |               |
|             | 101650       | • 3rd Party Event Expense Holding Account | Ice - River of Fire                    |  | 625.00    |               |
| 07/18/24    | 27537        | Auto Check                                | Craig Bond (00002810)                  |  |           | 140.00        |
|             | 07/18/24     | LTS: July 2024                            | LTS: July 2024                         |  | 140.00    |               |
|             | 107304       | • Contracted Services                     | LTS: July 2024                         |  | 140.00    |               |

**Toyota Center and Arena  
Claims Roster  
July 31,2024**

| <u>Date</u> | <u>Check</u> | <u>Method</u>                             | <u>Name</u>                                     |        | <u>Amount</u> |
|-------------|--------------|-------------------------------------------|-------------------------------------------------|--------|---------------|
| 07/18/24    | 27538        | Auto Check                                | Department of L&I - Elevator Program (00003134) |        | 174.30        |
|             | 07/18/24     | 348036                                    | Annual Operating Certificate                    | 174.30 | 174.30        |
|             | 107212       | • Building Repairs & Maintenance          | Annual Operating Certificate                    | 174.30 |               |
| 07/18/24    | 27539        | Auto Check                                | DevFuzion (00000278)                            |        | 6.79          |
|             | 07/18/24     | 25396                                     | Ethernet Cable                                  | 6.79   | 6.79          |
|             | 107104       | • IT Support Services                     | Ethernet Cable                                  | 6.79   |               |
| 07/18/24    | 27540        | Auto Check                                | Jennifer Bond (00002941)                        |        | 120.00        |
|             | 07/18/24     | LTS: July 2024                            | LTS: July 2024                                  | 120.00 | 120.00        |
|             | 107304       | • Contracted Services                     | LTS: July 2024                                  | 120.00 |               |
| 07/18/24    | 27541        | Auto Check                                | Jet Ice (00002982)                              |        | 869.78        |
|             | 07/18/24     | 127725                                    | Paint Sticks                                    | 869.78 | 869.78        |
|             | 107601       | • Ice-Related Expenses                    | PO4774 - Paint Sticks                           | 869.78 |               |
| 07/18/24    | 27542        | Auto Check                                | Jocelyn Perez (00003676)                        |        | 206.89        |
|             | 07/18/24     | Reimbursement: River of Fire              | Reimbursement: River of Fire                    | 206.89 | 206.89        |
|             | 101650       | • 3rd Party Event Expense Holding Account | Reimbursement: River of Fire Necessities        | 206.89 |               |
| 07/18/24    | 27543        | Auto Check                                | MD Draft Team (00002835)                        |        | 86.96         |
|             | 07/18/24     | 4891-3                                    | Equipment Maintenance                           | 86.96  | 86.96         |
|             | 107508       | • F&B Equipment Repairs & Maintenance     | Equipment Maintenance                           | 86.96  |               |
| 07/18/24    | 27544        | Auto Check                                | PNW Signs & Designs (00003161)                  |        | 626.11        |
|             | 07/18/24     | 1481                                      | Parking Lot Signs                               | 626.11 | 626.11        |
|             | 107314       | • Signage Expense                         | PO4804 - Parking Lot Signs                      | 626.11 |               |
| 07/18/24    | 27545        | Auto Check                                | Sunbelt Rentals, Inc. (00002783)                |        | 261.38        |
|             | 07/18/24     | 156288617-0004                            | Spider Boxes                                    | 261.38 | 261.38        |
|             | 101650       | • 3rd Party Event Expense Holding Account | Spider Boxes - River of Fire                    | 261.38 |               |
| 07/18/24    | 27546        | Auto Check                                | Taylor Lee Nelson (00003414)                    |        | 32.00         |
|             | 07/18/24     | LTS: July 2024                            | LTS: July 2024                                  | 32.00  | 32.00         |
|             | 107304       | • Contracted Services                     | LTS: July 2024                                  | 32.00  |               |
| 07/18/24    | 27547        | Auto Check                                | Tim Berry (00002808)                            |        | 20.00         |
|             | 07/18/24     | LTS: July 2024                            | LTS: July 2024                                  | 20.00  | 20.00         |
|             | 107304       | • Contracted Services                     | LTS: July 2024                                  | 20.00  |               |
| 07/18/24    | 27548        | Auto Check                                | US Foods (00002786)                             |        | 491.94        |
|             | 07/18/24     | 3076235                                   | Wipes                                           | 491.94 | 491.94        |
|             | 107513       | • F&B Janitorial Supplies                 | PO4754 - Wipes                                  | 491.94 |               |
| 07/18/24    | 27549        | Auto Check                                | WCP Solutions (00002788)                        |        | 782.05        |
|             | 07/18/24     | 13703115                                  | Janitorial Supplies                             | 139.77 | 139.77        |
|             | 107203       | • Janitorial Supplies                     | Janitorial Supplies                             | 139.77 |               |
|             | 07/18/24     | 13703114                                  | Janitorial Supplies                             | 367.10 | 367.10        |
|             | 107203       | • Janitorial Supplies                     | Janitorial Supplies                             | 367.10 |               |
|             | 07/18/24     | 13711441                                  | Janitorial Supplies                             | 275.18 | 275.18        |
|             | 107203       | • Janitorial Supplies                     | PO4803 - Janitorial Supplies                    | 275.18 |               |
| 07/18/24    | 27550        | Auto Check                                | Weaver Exterminating Service, Inc. (00002804)   |        | 440.23        |
|             | 07/18/24     | 26023                                     | TA Monthly Rodent Control                       | 154.35 | 154.35        |
|             | 107304       | • Contracted Services                     | TA Monthly Rodent Control                       | 154.35 |               |
|             | 07/18/24     | 26025                                     | Monthly Rodent Control                          | 285.88 | 285.88        |
|             | 107304       | • Contracted Services                     | Monthly Rodent Control                          | 285.88 |               |

**Toyota Center and Arena  
Claims Roster  
July 31, 2024**

| <u>Date</u> | <u>Check</u> | <u>Method</u>                     | <u>Name</u>                                       | <u>Amount</u>     |
|-------------|--------------|-----------------------------------|---------------------------------------------------|-------------------|
| 07/25/24    |              | Wire Transfer                     | Washington State Department of Revenue (00002989) | 18,580.84         |
| 07/25/24    |              | TOYO B&O due June 2024            |                                                   | 18,580.84         |
| 102325      |              | • B&O Tax Payable                 | TOYO B&O due June 2024                            | 4,474.36          |
| 102310      |              | • Sales Tax Payable - State       | TOYO B&O due June 2024                            | 12,185.87         |
| 107603      |              | • B&O Taxes                       | TOYO B&O due June 2024                            | 1,920.61          |
| 07/24/24    |              | Wire Transfer                     | King Beverage (00000486)                          | 1,714.50          |
| 07/24/24    |              | 2985148                           | Beer                                              | 1,714.50          |
| 101413      |              | • Inventory - Beer                | Beer                                              | 1,714.50          |
| 07/23/24    |              | Wire Transfer                     | Southern Glazer's of WA (00002855)                | 460.20            |
| 07/23/24    |              | 4753593                           | Liquor                                            | 460.20            |
| 101415      |              | • Inventory - Liquor              | Liquor                                            | 460.20            |
| 07/26/24    | 27551        | Auto Check                        | Benton PUD (00000121)                             | 18,128.13         |
| 07/26/24    |              | 06/08/2024-07/08/2024             | Large Gen Services                                | 17,740.52         |
| 107216      |              | • Electricity                     | Large Gen Services                                | 17,740.52         |
| 07/26/24    |              | 06/08/2024-7/8/24                 | Small Gen Services - Sign                         | 387.61            |
| 107216      |              | • Electricity                     | Small Gen Services - Sign                         | 387.61            |
| 07/29/24    |              | Wire Transfer                     | King Beverage (00000486)                          | 615.30            |
| 07/29/24    |              | 2986852                           | Beer                                              | 615.30            |
| 101413      |              | • Inventory - Beer                | Beer                                              | 615.30            |
| 07/31/24    |              | Wire Transfer                     | American Payment Solutions - APS (00002969)       | 448.97            |
| 07/31/24    |              | APS TOYO Fees - July 24           | APS TOYO Fees - July 24                           | 448.97            |
| 107310      |              | • Credit Card Fees                | APS TOYO Fees - July 24                           | 448.97            |
| 07/31/24    |              | Wire Transfer                     | Revel Systems (00003299)                          | 2,654.99          |
| 07/31/24    |              | Concessions POS - July 24         | Concessions POS - July 24                         | 2,578.68          |
| 107510      |              | • F&B Tools, Supplies & Equipment | Concessions POS - July 24                         | 2,578.68          |
| 07/31/24    |              | Arena CC Fees - July 24           | Arena CC Fees - July 24                           | 76.31             |
| 107310      |              | • Credit Card Fees                | Arena CC Fees - July 24                           | 76.31             |
| 07/31/24    |              | Wire Transfer                     | Fintech (00003296)                                | 24.93             |
| 07/31/24    |              | Fintech Fees - July 24            | Fintech Fees - July 24                            | 24.93             |
| 107514      |              | • F&B Credit Card & Banking Fees  | Fintech Fees - July 24                            | 24.93             |
| Total Paid: |              |                                   |                                                   | <u>131,619.85</u> |

I, Dan Legard, Finance Director, do hereby certify that the merchandise or services hereinbefore specified have been received, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation and that the vouchers listed above are approved for payment this day.



Dan Legard, Finance Director

The payments on this claims roster are comprised of the following:

|                                   |    |                   |
|-----------------------------------|----|-------------------|
| Check numbers 27490-27550         | \$ | 88,991.99         |
| Electronic transfers - Operations |    | 42,627.86         |
| Total                             | \$ | <u>131,619.85</u> |

Exceptions:

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                |                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|------------------------------------|
| <b>Council Agenda<br/>Coversheet</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Item Number:</b> 4.e. <b>Date:</b> 9/3/2024<br><b>Item Type:</b> General Business Item      | <b>Category:</b><br>Consent Agenda |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>Subject:</b> Claims Roster: Columbia Park Golf Course Account<br><b>Department:</b> Finance |                                    |
| <b><u>Recommendation</u></b><br>Staff recommends Council approve the Claims Roster for the Columbia Park Golf Course Account for July 2024.<br><br><b><u>Motion for Consideration</u></b><br>Motion to approve the Claims Roster for the Columbia Park Golf Course Account for July 2024 in the amount of \$49,415.99, comprised of check numbers 2834-2856 in the amount of \$12,937.00 and electronic transfers in the amount of \$36,478.99<br><br><b><u>Summary</u></b><br>None<br><br><b><u>Alternatives</u></b><br>None<br><br><b><u>Fiscal Impact</u></b><br>\$49,415.99 |                                                                                                |                                    |
| <b><u>Attachments:</u></b><br>1. Claims Roster                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                |                                    |

**COLUMBIA PARK GOLF COURSE FUND**  
**CHECK REGISTER**  
**JULY 2024**

| Check Number              | Vendor Check Name                      | Check Date | Amount             | System |
|---------------------------|----------------------------------------|------------|--------------------|--------|
| NATIONWIDE 364179395 0724 | NATIONWIDE                             | 7/1/2024   | \$515.16           | EFT    |
| ADPTS 3626008             | ADP TOTAL SOURCE (AUTOPAY)             | 7/11/2024  | \$4,229.26         | EFT    |
| WA DOR 0041400211         | WASHINGTON STATE DEPARTMENT OF REVENUE | 7/18/2024  | \$7,914.86         | EFT    |
| 2824                      | KENNEWICK GOLF CORPORATION             | 7/2/2024   | \$5,259.60         | Check  |
| A00002834                 | BOYD'S TREE SERVICE                    | 7/2/2024   | \$1,059.83         | Check  |
| A00002835                 | CINTAS CORPORATION                     | 7/2/2024   | \$214.04           | Check  |
| A00002836                 | CITY OF KENNEWICK                      | 7/2/2024   | \$296.14           | Check  |
| A00002837                 | CLEVELAND GOLF/ SRIXON                 | 7/2/2024   | \$792.78           | Check  |
| A00002838                 | COLEMAN OIL COMPANY                    | 7/2/2024   | \$1,052.62         | Check  |
| A00002839                 | EMERALD SERVICES, INC                  | 7/2/2024   | \$175.78           | Check  |
| A00002841                 | NORTHWEST GOLF CARS                    | 7/2/2024   | \$1,024.93         | Check  |
| A00002842                 | PEPSI-COLA BOTTLING OF PASCO           | 7/2/2024   | \$870.34           | Check  |
| A00002843                 | PLANET TURF                            | 7/2/2024   | \$422.43           | Check  |
| A00002844                 | POINTE PEST CONTROL                    | 7/2/2024   | \$358.72           | Check  |
| A00002845                 | WAMBEKE WINDOW WASHING                 | 7/2/2024   | \$125.00           | Check  |
| 2825                      | YELP                                   | 7/15/2024  | \$40.00            | Check  |
| 2826                      | COLUMBIA POINT GOLF COURSE             | 7/17/2024  | \$384.60           | Check  |
| A00002855                 | PEPSI-COLA BOTTLING OF PASCO           | 7/30/2024  | \$190.95           | Check  |
| A00002856                 | WESTERN EQUIPMENT                      | 7/30/2024  | \$669.24           | Check  |
| Paid by ACH               | ADP TOTAL SOURCE (AUTOPAY)             | 7/12/2024  | \$9,331.50         | EFT    |
| Paid by ACH               | ADP TOTAL SOURCE (AUTOPAY)             | 7/26/2024  | \$10,371.52        | EFT    |
| Paid by ACH               | ELAN (MONTHLY CREDIT CARD CHGS)        | 7/31/2024  | \$2,180.85         | EFT    |
| Bank Deduction            | MERCHANT SERVICES                      | 7/1/2024   | \$1,897.97         | EFT    |
| Bank Deduction            | US Bank                                | 7/15/2024  | \$37.87            | EFT    |
|                           |                                        |            | <u>\$49,415.99</u> |        |

I, Dan Legard, Finance Director, do hereby certify that the merchandise or services hereinbefore specified have been received, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation and that the vouchers listed above are approved for payment this day.



\_\_\_\_\_  
Dan Legard, Finance Director

The payments on this claims roster are comprised of the following:

|                         |           |                         |
|-------------------------|-----------|-------------------------|
| Check numbers 2834-2856 | \$        | 12,937.00               |
| Electronic transfers    |           | 36,478.99               |
| <b>Total</b>            | <b>\$</b> | <b><u>49,415.99</u></b> |

Exceptions:

| <u>Vendor Check Name</u>               | <u>Check Dated</u> | <u>Amount</u>                   | <u>Debit</u> | <u>Credit</u> |
|----------------------------------------|--------------------|---------------------------------|--------------|---------------|
| NATIONWIDE                             | 7/1/2024           |                                 | \$515.16     |               |
| PAY                                    | 20005-000-244-00   | ACCOUNTS PAYABLE - GP           |              | 515.16        |
| PURCH                                  | 18400-000-244-00   | PREPAID GEN LIAB INS            | \$515.16     |               |
| ADP TOTAL SOURCE (AUTOPAY)             | 7/11/2024          |                                 | \$4,229.26   |               |
| PAY                                    | 20005-000-244-00   | ACCOUNTS PAYABLE - GP           |              | \$4,229.26    |
| PURCH                                  | 50800-050-244-00   | HEALTH BENEFITS                 | \$2,111.43   |               |
| PURCH                                  | 50800-060-244-00   | HEALTH BENEFITS                 | \$2,117.83   |               |
| WASHINGTON STATE DEPARTMENT OF REVENUE | 7/18/2024          |                                 | \$7,914.86   |               |
| PAY                                    | 20005-000-244-00   | ACCOUNTS PAYABLE - GP           |              | \$7,914.86    |
| PURCH                                  | 20300-000-244-00   | SALES TAX PAYABLE               | \$5,928.82   |               |
| PURCH                                  | 91101-000-244-00   | OTHER STATE TAX                 | \$1,986.04   |               |
| KENNEWICK GOLF CORPORATION             | 7/2/2024           |                                 | \$5,259.60   |               |
| PAY                                    | 20006-000-244-00   | ACCOUNTS PAYABLE - GP           |              | \$5,259.60    |
| PAY                                    | 59600-080-244-00   | ACCOUNTING FEES                 | \$1,315.52   |               |
| PURCH                                  | 59610-080-244-00   | MANAGEMENT FEE                  | \$3,944.08   |               |
| BOYD'S TREE SERVICE                    | 7/2/2024           |                                 | \$1,059.83   |               |
| PAY                                    | 20005-000-244-00   | ACCOUNTS PAYABLE - GP           |              | \$1,059.83    |
| PURCH                                  | 51800-060-244-00   | PROFESSIONAL SERVICES           | \$1,059.83   |               |
| CINTAS CORPORATION                     | 7/2/2024           |                                 | \$214.04     |               |
| PAY                                    | 20006-000-244-00   | ACCOUNTS PAYABLE - GP           |              | \$214.04      |
| PURCH                                  | 51900-060-244-00   | CONTRACT SERVICES               | \$80.48      |               |
| PURCH                                  | 51900-080-244-00   | CONTRACT SERVICES               | \$133.56     |               |
| CITY OF KENNEWICK                      | 7/2/2024           |                                 | \$296.14     |               |
| PAY                                    | 20005-000-244-00   | ACCOUNTS PAYABLE - GP           |              | \$296.14      |
| PURCH                                  | 52210-060-244-00   | IRRIGATION ELECTRICITY          | \$240.50     |               |
| PURCH                                  | 52200-060-244-01   | UTILITIES - GAS & ELECTRIC      | \$55.64      |               |
| CLEVELAND GOLF/SRIXON                  | 7/2/2024           |                                 | \$792.78     |               |
| PAY                                    | 20005-000-244-00   | ACCOUNTS PAYABLE - GP           |              | \$792.78      |
| PURCH                                  | 47150-050-244-00   | COGS MERCHANDISE                | \$792.78     |               |
| COLEMAN OIL COMPANY                    | 7/2/2024           |                                 | \$1,052.62   |               |
| PAY                                    | 20005-000-244-00   | ACCOUNTS PAYABLE - GP           |              | \$1,052.62    |
| PURCH                                  | 58300-050-244-00   | FUEL & OIL GOLF                 | \$175.50     |               |
|                                        | 58300-060-244-00   | FUEL & OIL MAINTENANCE          | \$877.12     |               |
| EMERALD SERVICES, INC.                 | 7/2/2024           |                                 | \$175.78     |               |
| PAY                                    | 20005-000-244-00   | ACCOUNTS PAYABLE - GP           |              | \$175.78      |
| PURCH                                  | 51800-060-244-00   | PROFESSIONAL SERVICES           | \$175.78     |               |
| NORTHWEST GOLF CARS                    | 7/2/2024           |                                 | \$1,024.93   |               |
| PAY                                    | 20005-000-244-00   | ACCOUNTS PAYABLE - GP           |              | \$1,024.93    |
| PURCH                                  | 54900-050-244-00   | REPAIR GOLF CART OUSTSIDE LABOR | \$462.01     |               |
| PURCH                                  | 55000-050-244-00   | GOLF CART PARTS                 | \$562.92     |               |

| <u>Vendor Check Name</u>         | <u>Check Dated</u> | <u>Amount</u>              | <u>Debit</u> | <u>Credit</u> |
|----------------------------------|--------------------|----------------------------|--------------|---------------|
| PEPSI COLA BOTTLING CO. OF PASCO | 7/2/2024           |                            | \$870.34     |               |
| PAY                              | 20006-000-244-00   | ACCOUNTS PAYABLE - GP      |              | \$870.34      |
| PURCH                            | 49200-070-244-00   | COGS - SOFT BEVERAGE       | \$724.79     |               |
| PURCH                            | 49150-070-244-00   | COGS - PACKAGED FOOD       | \$135.05     |               |
| PURCH                            | 51900-060-244-00   | CONTRACT SERVICES          | \$10.50      |               |
| PLANET TURF                      | 7/2/2024           |                            | \$422.43     |               |
| PAY                              | 20006-000-244-00   | ACCOUNTS PAYABLE - GP      |              | \$422.43      |
| PURCH                            | 56000-060-244-00   | MATERIALS - SEED (GREENS)  | \$229.00     |               |
| PURCH                            | 58500-060-244-00   | EQUIPMENT SHOP SUPPLIES    | \$193.43     |               |
| POINTE PEST CONTROL              | 7/2/2024           |                            | \$358.72     |               |
| PAY                              | 20006-000-244-00   | ACCOUNTS PAYABLE - GP      |              | \$358.72      |
| PURCH                            | 51900-080-244-00   | CONTRACT SERVICES          | \$358.72     |               |
| WAMBEKE WINDOW WASHING           | 7/2/2024           |                            | \$125.00     |               |
| PAY                              | 20006-000-244-00   | ACCOUNTS PAYABLE - GP      |              | \$125.00      |
| PURCH                            | 51900-080-244-00   | CONTRACT SERVICES          | \$125.00     |               |
| YELP                             | 7/15/2024          |                            | \$40.00      |               |
| PAY                              | 20005-000-244-00   | ACCOUNTS PAYABLE - GP      |              | \$40.00       |
| PURCH                            | 53100-080-244-00   | ADVERTISING & MARKETING    | \$40.00      |               |
| COLUMBIA POINT GOLF COURSE       | 7/17/2024          |                            | \$384.60     |               |
| PAY                              | 20005-000-244-00   | ACCOUNTS PAYABLE - GP      |              | \$384.60      |
| PURCH                            | 50100-060-244-00   | SALARIES                   | \$192.30     |               |
| PURCH                            | 50100-080-244-00   | SALARIES                   | \$192.30     |               |
| PEPSI COLA BOTTLING CO. OF PASCO | 6/18/2024          |                            | \$190.95     |               |
| PAY                              | 20006-000-244-00   | ACCOUNTS PAYABLE - GP      |              | \$190.95      |
| PURCH                            | 49200-070-244-00   | COGS - SOFT BEVERAGE       | \$159.75     |               |
| PURCH                            | 47150-070-244-00   | COGS - MERCHANDISE         | \$20.70      |               |
| PURCH                            | 51900-060-244-00   | CONTRACT SERVICES          | \$10.50      |               |
| WESTERN EQUIPMENT                | 7/30/2024          |                            | \$669.24     |               |
| PAY                              | 20005-000-244-00   | ACCOUNTS PAYABLE - GP      |              | \$669.24      |
| PURCH                            | 58100-060-244-00   | EQUIPMENT PARTS            | \$669.24     |               |
| ADP TOTAL SOURCE (AUTOPAY)       | 7/12/2024          |                            | \$9,331.50   |               |
| PAY                              | 50000-000-244-00   | TEMPORARY ACCT             |              | \$9,331.50    |
| PAY                              | 48100-050-244-00   | INSTRUCTION                | \$131.10     |               |
| PURCH                            | 50200-050-244-00   | HOURLY WAGES               | \$4,388.08   |               |
| PURCH                            | 50200-060-244-00   | HOURLY WAGES               | \$4,007.80   |               |
| PURCH                            | 50200-060-244-00   | HOURLY WAGES               | \$132.36     |               |
| PURCH                            | 50400-050-244-00   | SALES COMMISSIONS          | \$80.00      |               |
| PURCH                            | 50800-050-244-00   | HEALTH BENEFITS            |              | \$399.15      |
| PURCH                            | 50800-060-244-00   | HEALTH BENEFITS            |              | \$396.16      |
| PURCH                            | 50950-050-244-00   | COMBINED ADMIN, TAXES, W/C | \$728.65     |               |
| PURCH                            | 50950-060-244-00   | COMBINED ADMIN, TAXES, W/C | \$566.04     |               |
| PURCH                            | 50950-080-244-00   | COMBINED ADMIN, TAXES, W/C | \$27.55      |               |
| PURCH                            | 50950-060-244-00   | COMBINED ADMIN, TAXES, W/C | \$37.53      |               |
| PURCH                            | 52100-050-244-00   | CELL PHONE                 | \$27.70      |               |

| <u>Vendor Check Name</u>        | <u>Check Dated</u> | <u>Amount</u>                     | <u>Debit</u> | <u>Credit</u> |
|---------------------------------|--------------------|-----------------------------------|--------------|---------------|
| ADP TOTAL SOURCE (AUTOPAY)      | 7/26/2024          | \$10,371.52                       |              |               |
| PAY                             | 50000-000-244-00   | TEMPORARY ACCT                    |              | \$10,371.52   |
| PURCH                           | 48100-050-244-00   | INSTRUCTION                       | \$624.31     |               |
| PURCH                           | 50200-050-244-00   | HOURLY WAGES                      | \$4,833.29   |               |
| PURCH                           | 50200-060-244-00   | HOURLY WAGES                      | \$3,596.09   |               |
| PURCH                           | 50200-060-244-00   | HOURLY WAGES                      | \$503.94     |               |
| PURCH                           | 50400-050-244-00   | SALES COMMISSIONS                 | \$90.00      |               |
| PURCH                           | 50400-060-244-00   | SALES COMMISSIONS                 | \$20.00      |               |
| PURCH                           | 50800-050-244-00   | HEALTH BENEFITS                   |              | \$399.15      |
| PURCH                           | 50800-060-244-00   | HEALTH BENEFITS                   |              | \$396.16      |
| PURCH                           | 50950-050-244-00   | COMBINED ADMIN, TAXES, W/C        | \$759.06     |               |
| PURCH                           | 50950-060-244-00   | COMBINED ADMIN, TAXES, W/C        | \$510.19     |               |
| PURCH                           | 50950-080-244-00   | COMBINED ADMIN, TAXES, W/C        | \$27.55      |               |
| PURCH                           | 50800-060-244-00   | COMBINED ADMIN, TAXES, W/C        | \$174.70     |               |
| PURCH                           | 52100-050-244-00   | CELL PHONE                        | \$27.70      |               |
| ELAN (MONTHLY CREDIT CARD CHGS) | 7/31/2024          | \$2,180.85                        |              |               |
| PAY                             | 50000-000-244-00   | TEMPORARY ACCT                    |              | \$2,180.85    |
| PURCH                           | 47150-050-244-00   | COGS MERCHANDISE                  | \$25.08      |               |
| PURCH                           | 49150-070-244-00   | COGS PACKAGED FOOD                | \$14.98      |               |
| PURCH                           | 49200-070-244-00   | COGS SOFT BEVERAGE                | \$122.12     |               |
| PURCH                           | 51350-080-244-00   | SAFETY SUPPLIES                   | \$24.99      |               |
| PURCH                           | 51900-050-244-00   | CONTRACT SERVICES                 | \$269.00     |               |
| PURCH                           | 52100-060-244-00   | TELECOMMUNICATIONS                | \$125.07     |               |
| PURCH                           | 52300-060-244-00   | GARBAGE & DEBRIS REMOVAL          | \$138.80     |               |
| PURCH                           | 52500-080-244-00   | OFFICE SUPPLIES                   | \$263.63     |               |
| PURCH                           | 52800-080-244-00   | SUBSCRIPTIONS & PUBLICATIONS      | \$9.29       |               |
| PURCH                           | 53100-080-244-00   | ADVERTISING & MARKETING           | \$106.40     |               |
| PURCH                           | 55300-050-244-00   | RANGE SUPPLIES                    | \$163.03     |               |
| PURCH                           | 55850-060-244-00   | COURSE ACCESSORIES MAINTENANCE    | \$183.60     |               |
| PURCH                           | 59200-060-244-00   | IRRIGATION PIPES & HEADS          | \$347.17     |               |
| PURCH                           | 59500-060-244-00   | IRRIGATION MISCELLANEOUS          | \$387.69     |               |
| MERCHANT SERVICES               | 7/1/2024           | \$1,897.97                        |              |               |
| PAY                             | 10420-000-244-00   | OPERATING CHECKING ACCT - US Bank |              | \$1,897.97    |
| PURCH                           | 54000-080-244-00   | BANK CHARGES                      | \$1,897.97   |               |
| US Bank                         | 7/15/2024          | \$37.87                           |              |               |
| PAY                             | 10420-000-244-00   | OPERATING CHECKING ACCT - US Bank |              | \$37.87       |
| PURCH                           | 54000-080-244-00   | BANK CHARGES                      | \$37.87      |               |

|                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                    |                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|------------------------------------|
| <b>Council Agenda<br/>Coversheet</b>                                                                                                                                                                                                                                                                                                                                                        | <b>Item Number:</b> 4.f. <b>Date:</b> 9/3/2024<br><b>Item Type:</b> General Business Item          | <b>Category:</b><br>Consent Agenda |
|                                                                                                                                                                                                                                                                                                            | <b>Subject:</b> Payroll Roster: For the Pay Period Ending 08/15/2024<br><b>Department:</b> Finance |                                    |
| <b><u>Recommendation</u></b><br>Staff recommends that Council approve the Payroll Rosters as presented.<br><br><b><u>Motion for Consideration</u></b><br>Motion to approve the Payroll Roster for the pay period ending 08/15/2024.<br><br><b><u>Summary</u></b><br>None.<br><br><b><u>Alternatives</u></b><br>None.<br><br><b><u>Fiscal Impact</u></b><br>08/15/2024 Total: \$2,727,446.53 |                                                                                                    |                                    |
| <b><u>Attachments:</u></b><br>1. Roster                                                                                                                                                                                                                                                                                                                                                     |                                                                                                    |                                    |

## Payroll Roster for Pay Period Ending 08/15/2024

**All Departments:**

|                                |            |
|--------------------------------|------------|
| City Attorney                  | 23,211.43  |
| City Council                   | 5,202.50   |
| City Manager                   | 13,236.12  |
| Civil Service                  | 3,546.10   |
| Community Planning             | 20,266.31  |
| Economic Development           | 7,391.20   |
| Engineering                    | 65,500.87  |
| Finance                        | 66,152.76  |
| Fire                           | 115,703.08 |
| Human Resources                | 17,811.49  |
| Management Services            | 95,781.26  |
| Non-Departmental               | 2,629.22   |
| Parks, Recreation & Facilities | 163,699.50 |
| Police                         | 521,078.66 |

**Subtotal - General Fund****1,121,210.50**

|                       |            |
|-----------------------|------------|
| BI-PIN                | 14,985.45  |
| Building Safety       | 51,082.91  |
| Community Development | 3,428.90   |
| Criminal Justice      | 76,045.05  |
| Equipment Rental      | 13,813.88  |
| Medical Services      | 447,866.79 |
| Risk Management       | 4,102.07   |
| Stormwater            | 26,199.39  |
| Street                | 39,295.63  |
| Water & Sewer         | 143,045.87 |

**Subtotal - Other Funds****819,865.94****Total Salaries and Wages****1,941,076.44****Benefits**

|                                     |            |
|-------------------------------------|------------|
| Dental Insurance                    | 25,827.03  |
| DRS Retirement                      | 130,148.81 |
| Employee Assistance Program         | 51.37      |
| Life Insurance                      | 5,158.74   |
| Long-Term Disability Insurance      | 6,002.20   |
| Medical Expense Reimbursement Plan  | 3,337.50   |
| Medical Insurance                   | 345,422.70 |
| Medicare                            | 27,492.45  |
| MissionSquare Deferred Compensation | 84,716.18  |
| Social Security (OASDI)             | 87,397.21  |
| Vision Insurance                    | 3,531.24   |
| WA Paid Family & Medical Leave      | 3,949.78   |
| Worker's Compensation Insurance     | 63,334.88  |

**Total Benefits****786,370.09****Grand Total****\$2,727,446.53**

I, Dan Legard, Finance Director, at the direction of the Council, do hereby certify that the Payroll hereinabove specified is approved for payment in the amount of \$2,727,446.53 comprised of check numbers 77461 through 77491 and direct deposit numbers 226931 through 227390.

Approved for payment:



Dan Legard, Finance Director

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                      |                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|
| <b>Council Agenda<br/>Coversheet</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>Item Number:</b> 4.g. <b>Date:</b> 9/3/2024<br><b>Item Type:</b> Resolution                                                                                                                                                                       | <b>Category:</b><br>Consent Agenda<br>Ordinance/Reso |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Subject:</b> Resolution: Setting October 1, 2024, as the<br>Public Hearing Date to Consider Vacating a<br>Portion of the Nutmeg Street Right of Way<br><br><b>Department:</b> Public Works<br><br><b>Ord/Reso #</b> <b>Permit #</b> ENG-2024-1788 |                                                      |
| <p><b><u>Recommendation</u></b></p> <p>Staff recommends that Council adopt this resolution to set the date of October 1, 2024, for a public hearing to consider the vacation of public right-of-way (ROW) on Nutmeg Street adjacent to 36 and 213 North Nutmeg Street and 60 South Oak Street.</p> <p><b><u>Motion for Consideration</u></b></p> <p>I move to adopt Resolution 24-XX as presented.</p> <p><b><u>Summary</u></b></p> <p>Pursuant to RCW 35.79.010, the Council must adopt a resolution to schedule a public hearing to consider a right-of-way vacation. The resolution proposed for your review sets the public hearing for October 1, 2024. It's important to note that this resolution does not authorize the vacation. If the resolution is approved, City staff will ensure that all notification requirements are fulfilled before the public hearing.</p> <p>With the proposed expansion of the Waste Water Treatment Plant, the City will need to close off Nutmeg Street to secure the facility. Therefore, City staff recommends vacating a portion of Nutmeg Street adjacent to 36 and 213 North Nutmeg Street and 60 South Oak Street.</p> <p>Nutmeg Street is primarily used by City of Kennewick staff to access the existing Waste Water Treatment Plant. Public access to the north end of Nutmeg Street will still be available using Oak Street, which is 300 feet to the east. All utility providers and City staff have reviewed the request. There are no objections to the proposed vacation.</p> <p><b><u>Alternatives</u></b></p> <p>No alternatives are recommended.</p> <p><b><u>Fiscal Impact</u></b></p> <p>None.</p> |                                                                                                                                                                                                                                                      |                                                      |
| <p><b><u>Attachments:</u></b></p> <ol style="list-style-type: none"> <li>1. Resolution</li> <li>2. Map</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                      |                                                      |

CITY OF KENNEWICK  
RESOLUTION NO. 24-\_\_\_\_\_

A RESOLUTION OF THE CITY OF KENNEWICK SETTING A DATE FOR A  
PUBLIC HEARING ON A REQUEST FOR VACATION OF A PORTION OF  
NUTMEG STREET LYING ADJACENT TO 60 SOUTH OAK STREET AND  
36 AND 213 NORTH NUTMEG STREET

WHEREAS, a petition has been received for the vacation of a portion of Nutmeg Street lying adjacent to 60 South Oak Street and 36 and 213 North Nutmeg Street; and

WHEREAS, a petition has been signed by the owners of more than two-thirds of the property abutting upon the part of such street sought to be vacated; NOW, THEREFORE,

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, that a public hearing on said proposed vacation shall be held on October 1, 2024. The City Clerk shall give notice thereof as required by law and the City Attorney shall draft an ordinance for said vacation.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 3<sup>rd</sup> day of September, 2024, and signed in authentication of its passage this 3<sup>rd</sup> day of September, 2024.

Attest:

\_\_\_\_\_  
GRETLE J. CRAWFORD, Mayor

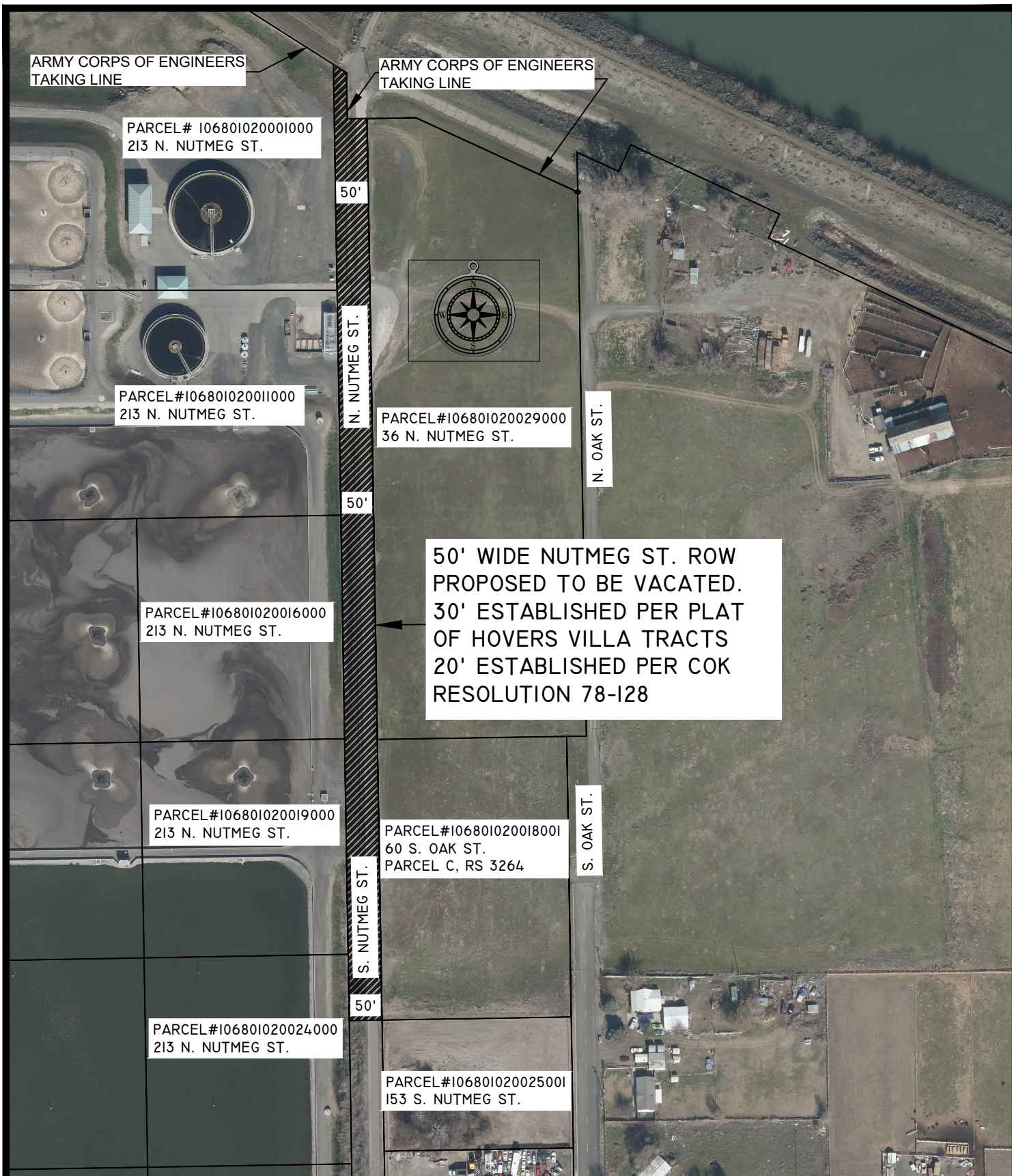
\_\_\_\_\_  
KRYSTAL TOWNSEND,  
City Clerk

RESOLUTION NO. 24-\_\_\_\_\_ filed and  
recorded in the office of the City Clerk of  
the City of Kennewick Washington, this  
4<sup>th</sup> day of September, 2024

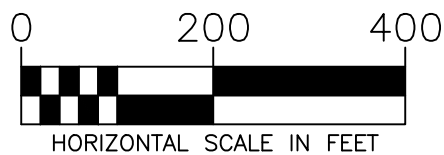
Approved as to Form:

\_\_\_\_\_  
LISA BEATON,  
City Attorney

\_\_\_\_\_  
KRYSTAL TOWNSEND,  
City Clerk



**PUBLIC WORKS  
ENGINEERING  
DIVISION**



DWG. BY: BLO DATE: 07/03/24

PATH: M:\SurveyDataFiles\Vacations, Encroachments & License Agreement\2024\Vacations\ENG-2024-1788\ROW Vacation\P2209 ROW VACATION.dwg

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                         |                                    |
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| <b>Council Agenda<br/>Coversheet</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Item Number:</b> 4.h. <b>Date:</b> 9/3/2024<br><b>Item Type:</b> Boards and Commissions                                                                              | <b>Category:</b><br>Consent Agenda |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>Subject:</b> Boards & Commissions: Lodging Tax Advisory Committee (LTAC) Appointment for a Term Expiring August 31, 2026.<br><b>Department:</b> Executive Department |                                    |
| <p><b><u>Recommendation</u></b><br/>         Staff recommends appointing Gabi Lopez Guerrero to serve as a voting member of the Lodging Tax Advisory Committee with a term expiring August 31, 2026.</p> <p><b><u>Motion for Consideration</u></b><br/>         Motion to appoint Gabi Lopez to serve as a voting member of the Lodging Tax Advisory Committee with a term expiring August 31, 2026.</p> <p><b><u>Summary</u></b><br/>         State law, RCW 67.28.1817, mandates the formation of a Lodging Tax Advisory Committee (LTAC) in Kennewick. Presently, this Committee is not outlined in the Kennewick Municipal Code, and the usual recruitment process via the interview committee does not apply to this governing body. In accordance with state law, the five voting members are selected based on the mandatory categories:</p> <p style="padding-left: 40px;">           Category A: One councilmember (who serves as the committee Chair)<br/>           Category B: Two members from recipients of LTAC funds (VenuWorks and Visit-Tri Cities)<br/>           Category C: Two members from businesses that generate the tax (Hotels)         </p> <p>Typically, the City's representative on the Tri-City Regional Hotel Motel Commission fills the positions under category C. In August, Gabi Lopez Guerrero was appointed by the City Council to the Tri-City Regional Hotel Motel Commission. Thus, it is recommended by staff, in line with past practices, for the Council to appoint Ms. Guerrero to the LTAC until August 31, 2026.</p> <p><b><u>Alternatives</u></b><br/>         No feasible alternatives have been identified.</p> <p><b><u>Fiscal Impact</u></b><br/>         There is no fiscal impact.</p> |                                                                                                                                                                         |                                    |
| <b>Attachments:</b><br>None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                         |                                    |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                       |                                                        |
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| <b>Council Agenda<br/>Coversheet</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>Item Number:</b> 6.a. <b>Date:</b> 9/3/2024<br><b>Item Type:</b> Public Hearing                                                                                                                                    | <b>Category:</b><br>Ordinance/Reso<br>Public Mtg / Hrg |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Subject:</b> Resolution: Vacation of 10.00 foot and 20.00 foot Water Line Easement Located at 6192 W 28th Place<br><br><b>Department:</b> Public Works<br><b>Resolution #:</b> 24-XX <b>Permit #</b> ENG-2024-2107 |                                                        |
| <p><b><u>Recommendation</u></b><br/> Staff recommends that Council adopt the resolution as presented. The resolution declares a surplus of a 10.00 foot wide and 20.00 foot wide water line easement located at 6192 W.28th PI. Staff further recommends that Council authorize the Mayor to execute all required documents such as the Quit Claim Deed.</p> <p><b><u>Motion for Consideration</u></b><br/> Motion to adopt the resolution as presented and authorize the Mayor to execute all necessary documents.</p> <p><b><u>Summary</u></b><br/> Scot and Tyler, LLC requests vacation of a portion of a 10.00 foot wide and 20.00 foot wide water line easements at 6192 W.28th PI to facilitate construction of a home within the easements. The pre-development waterlines within the easements were relocated to the new easements within the public right of way when Scot and Tyler, LLC developed Symphony Ridge. The pre-existing easements are obsolete and serve no further benefit to the City.</p> <p>The request has been reviewed by City staff; there are no objections to the proposed vacation.</p> <p><b><u>Alternatives</u></b><br/> None recommended.</p> <p><b><u>Fiscal Impact</u></b><br/> There are no fiscal impacts to the City of Kennewick.</p> |                                                                                                                                                                                                                       |                                                        |
| <p><b><u>Attachments:</u></b></p> <ol style="list-style-type: none"> <li>1. Resolution</li> <li>2. Map</li> <li>3. Deed</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                       |                                                        |

CITY OF KENNEWICK  
RESOLUTION NO. 24-\_\_\_\_\_

A RESOLUTION OF THE CITY OF KENNEWICK DECLARING SURPLUS  
A PORTION OF A 10.00 FOOT WIDE WATER LINE EASEMENT AND A  
20.00 FOOT WIDE WATER LINE EASEMENT WITHIN 6192 WEST 28TH  
PLACE

WHEREAS, **SCOT & TYLER, LLC, A Washington Limited Liability Company**  
have requested the vacation of a certain utility easement located on their property; and

WHEREAS, RCW 35.94.040 provides for the disposal of surplus property originally required for  
public utility purposes; and

WHEREAS, notice has been published on August 23, 2024, that a public hearing would be held  
on this date concerning disposal of this property; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK,  
WASHINGTON that property originally acquired for the purpose of a water line easement and  
described as follows:

**Parcel Number: 1-1789-110-0000-008**

RELINQUISHMENT OF A PORTION OF THE 10.00-FOOT-WIDE WATER  
LINE EASEMENT AND 20.00-FOOT-WIDE WATER LINE EASEMENT

ALL THAT PORTION OF THAT EASEMENT DESCRIBED IN DEED  
RECORDED UNDER AUDITOR'S FILE NUMBER 2012-023788, RECORDS  
OF BENTON COUNTY, WASHINGTON, LYING WITHIN LOT 8, PLAT OF  
SYMPHONY RIDGE, ACCORDING TO THE PLAT THEREOF RECORDED  
IN VOLUME 15 OF PLATS, PAGE 766, RECORDS OF BENTON COUNTY,  
WASHINGTON.

TOGETHER WITH ALL THAT PORTION OF THAT EASEMENT  
DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NUMBER  
2016-013512, RECORDS OF BENTON COUNTY, WASHINGTON, LYING  
WITHIN LOT 8, PLAT OF SYMPHONY RIDGE, ACCORDING TO THE  
PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 766,  
RECORDS OF BENTON COUNTY, WASHINGTON.

is hereby found to be surplus to the City's needs and not required for the providing of continued  
services; and

BE IT FURTHER RESOLVED that the consideration to be paid for the release of this easement  
shall be \$50.00; and

BE IT FURTHER RESOLVED that the Mayor of the City of Kennewick is authorized to deed by quitclaim to **SCOT & TYLER, LLC, A Washington Limited Liability Company** the above-described easement and deliver the same upon payment.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 3<sup>rd</sup> day of September, 2024, and signed in authentication of its passage this 3<sup>rd</sup> day of September, 2024.

Attest:

\_\_\_\_\_  
GRETLE J. CRAWFORD, Mayor

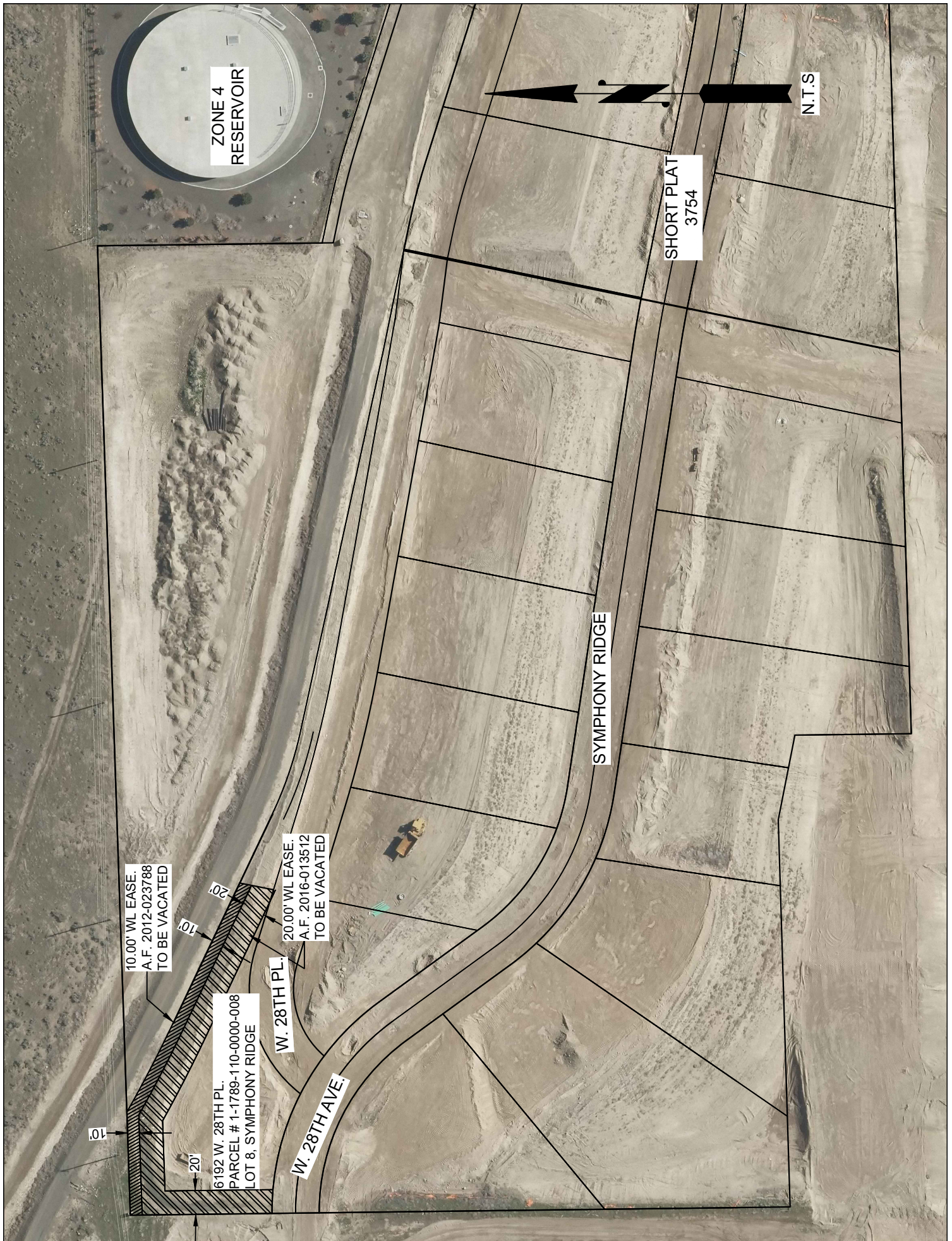
\_\_\_\_\_  
KRYSTAL TOWNSEND,  
City Clerk

RESOLUTION NO. 24-\_\_\_\_\_ filed  
and recorded in the office of the City  
Clerk of the City of Kennewick  
Washington, this 4<sup>th</sup> day of September,  
2024

Approved as to Form:

\_\_\_\_\_  
LISA BEATON,  
City Attorney

\_\_\_\_\_  
KRYSTAL TOWNSEND,  
City Clerk



**Return To:**  
  
**City of Kennewick**  
**PO Box 6108**  
**Kennewick, WA 99336**

**QUIT CLAIM DEED**

Location: 6192 W. 28th Pl.  
Tax Parcel ID #: 1-1789-110-0000-008

**THE GRANTOR, CITY OF KENNEWICK**, for and in consideration of mutual interest, conveys and quit claims to **SCOT & TYLER, LLC, A Washington Limited Liability Company** the following described Vacated Water Line easement situated in the County of Benton, State of Washington, together with all after acquired title of the Grantor therein:

**EASEMENT RELINQUISHMENT**

ALL THAT PORTION OF THAT EASEMENT DESCRIBED IN DEED RECORDED UNDER AUDITOR’S FILE NUMBER 2012-023788, RECORDS OF BENTON COUNTY, WASHINGTON, LYING WITHIN LOT 8, PLAT OF SYMPHONY RIDGE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 766, RECORDS OF BENTON COUNTY, WASHINGTON.

TOGETHER WITH ALL THAT PORTION OF THAT EASEMENT DESCRIBED IN DEED RECORDED UNDER AUDITOR’S FILE NUMBER 2016-013512, RECORDS OF BENTON COUNTY, WASHINGTON, LYING WITHIN LOT 8, PLAT OF SYMPHONY RIDGE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 766, RECORDS OF BENTON COUNTY, WASHINGTON.

Dated: September 3, 2024

**CITY OF KENNEWICK, WASHINGTON**

\_\_\_\_\_  
GRETL J. CRAWFORD, Mayor

STATE OF WASHINGTON )  
                                          )ss.  
COUNTY OF BENTON     )

I certify that on this 3rd day of September, 2024, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared GRETL J. CRAWFORD known to be the Mayor of the City of Kennewick, Washington, the corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated is authorized to execute said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

\_\_\_\_\_  
Notary Public in and for the State of  
Washington residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                       |                           |
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| <b>Council Agenda<br/>Coversheet</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Item Number:</b> 7.a. <b>Date:</b> 9/3/2024<br><b>Item Type:</b> Contract/Agreement/Lease<br><b>Subject:</b> Contract: 2024-2026 Collective Bargaining Agreement - IAFF<br><b>Department:</b> Executive Department | <b>Category:</b><br>Other |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                       |                           |
| <p><b><u>Recommendation</u></b></p> <p>Staff recommends that Council approve and authorize the Mayor and City Manager to sign the proposed agreement between the City of Kennewick and the International Association of Fire Fighters, Local #1296</p> <p><b><u>Motion for Consideration</u></b></p> <p>Motion to authorize the Mayor and City Manager to sign the 2024 - 2026 collective bargaining agreement as presented.</p> <p><b><u>Summary</u></b></p> <p>The previous collective bargaining agreement between the City and the IAFF expired on December 31, 2023. The parties have reached a tentative agreement on a successor contract with the following economic terms:</p> <p>Term of agreement: three years, from January 1, 2024 (retroactive) to December 31, 2026.</p> <p>Key elements of this agreement include:</p> <ul style="list-style-type: none"> <li>• <b>Article 15, Section 9:</b> Employees upon being hired, sick leave banks will increase from 72 hours to 144 hours.</li> <li>• <b>Article 16, Section 1:</b> 24-Hour Shift Personnel monthly vacation accrual rate will increase 4 hours a month.</li> <li>• <b>Article 20, Section 1:</b> Salaries - January 1, 2024, a 5% increase; July 1, 2024, a 1% increase; January 1, 2025, a 3.5% increase; January 1, 2026, a 3% increase.</li> <li>• <b>Article 20, Section 6:</b> Captain wage scale modified to a 2 step progression.</li> <li>• <b>Article 20, Section 9:</b> Battalion Chief wage scale modified to a 2 step progression.</li> </ul> <p><b><u>Alternatives</u></b></p> <p>No alternatives are recommended.</p> <p><b><u>Fiscal Impact</u></b></p> <p>The economic impact of the agreement is within the bargaining parameters previously authorized by City Council.</p> |                                                                                                                                                                                                                       |                           |
| <p><b><u>Attachments:</u></b></p> <ol style="list-style-type: none"> <li>1. Agreement</li> <li>2. Negotiated Changes</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                       |                           |

**2024-2026  
COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE CITY OF KENNEWICK  
AND  
THE KENNEWICK UNION FIRE FIGHTERS  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL #1296**

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1 2024-2026  
2 COLLECTIVE BARGAINING AGREEMENT  
3 BETWEEN  
4 THE CITY OF KENNEWICK  
5 AND  
6 THE KENNEWICK UNION FIRE FIGHTERS  
7 INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL #1296  
8  
9

10 This Collective Bargaining Agreement, hereinafter referred to as the "Agreement", made  
11 and entered into by and between the City of Kennewick, Washington, hereinafter referred  
12 to as the "City", and the Kennewick Union Fire Fighters International Association of Fire  
13 Fighters, Local #1296, hereinafter referred to as the "Union", respectfully has as its  
14 purpose the setting forth of the Agreement between the parties on matters relating to  
15 wages, hours and working conditions and the promotion of mutual understanding  
16 between the parties.  
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**ARTICLE 1**  
**TERM AND SCOPE OF AGREEMENT**

Section 1.1 This Agreement shall be and hereby does become effective January 1, 2024, and shall remain in full force and effect to and including December 31, 2026. To amend this contract, either party shall notify the other on or before May 1, 2026 of its desire to terminate or amend the same. Termination or amendment of the same shall be effective January 1 of the following year. The proposed changes, which shall constitute the subject of the negotiations for amendment, shall accompany each notice of such termination or amendment. This Agreement shall be subject to such changes or modifications as shall be mutually agreed upon by the parties hereto, but such changes or modifications, if made, shall not be retroactive unless mutually agreed upon by both parties. The parties acknowledge that each party has had the right and opportunity to make demands and proposals with respect to any matter, which is a proper subject of collective bargaining. The results of the exercise of that right are set forth in this Agreement.

Neither party waives the right to open discussions on any subject during the life of this Agreement. It is expressly understood that these discussions are not subject to the Impasse Procedures provided in RCW 41.56.

Section 1.2 It is understood and agreed that if, during the term of this Agreement, mandatory laws applicable to and in conflict with any of the provisions hereof shall become effective and thereafter govern the parties in respect to such conflicting provisions, then and in that event, this Agreement shall be subject to revisions by mutual agreement of the parties hereto covering changes in the provisions which conflict.

Section 1.3 It is understood by both parties that the terms of this Agreement shall be applicable to all full-time regular fire fighters except the Fire Chief, Operations Chief, Deputy Chief and Administrative 40-hour per week employees whose duties and/or job descriptions are similar to other City employees in non-fire related occupations.

Section 1.4 This document constitutes agreements on negotiable items and no verbal statements made prior to execution hereof shall supersede any of the provisions contained herein.

**ARTICLE 2**  
**UNION MEMBERSHIP/SECURITY**

Section 2.1 The negotiation and administration of this Agreement entail expenses that the Union recognizes are appropriately shared by all employees who are beneficiaries of this Agreement. The terms and conditions of this Agreement with regard to Union membership or the payment of an agency shop fee or alternatives are set forth below in accordance with RCW 41.56.

The parties agree that it is not a condition of employment to be a member of the Union based on the Supreme Court of the United States ruling, *Janus v. AFSCME*, in 2018. However, in order to preserve solidarity, employee benefits, and job security, the Union encourages all eligible employees to become a Union member and remain a Union member in good standing. The Union believes that Union membership is a means to ensure the acquisition and maintenance of excellent benefits and job security. The employer, while having to remain neutral in regard to membership, recognizes the Union as the sole bargaining unit representative relative to wages, hours, and working conditions for all firefighters and officers as enumerated in RCW 41.56. Employees desiring to become, and/or remain, a member of the Union shall advise the employer with an "opt-in" letter provided by the Union that authorizes the deduction of Union dues/fees from the wages of employees who have chosen to "opt-in" and forward them to the Union each month. Conversely, those who choose to "opt-out" of Union membership shall advise the employer in the same manner.

Section 2.2 The City will deduct membership dues and will pay them to the Union from the wages of all employees who in writing have authorized the City to do so, and will submit a monthly accounting of such deduction giving the amount deducted opposite the employee's name as long as such assignment is not revoked or beyond the termination of this Agreement, whichever occurs first.

The City shall have no obligation to deduct the dues of any employee whose net pay for the payroll period, after all of the deductions, is insufficient to cover the amount of the dues for the particular period. The Union shall not hold the City responsible for any loss of dues or costs resulting from insufficient net pay for any employee. The Union agrees to refund to the City any amounts paid to it in error on account of payroll deduction provisions upon presentation of proper evidence thereof. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken by the employee or Union under the provisions of Section 2.2. Monthly dues will be divided between the two pay periods.

Section 2.3 The City shall furnish bulletin board space for the use of the Union for posting Union announcements and data. Any announcements or notices found objectionable by the Fire Chief or the City Manager shall be removed, except this shall not be done in an arbitrary manner.

120 The Union shall take full responsibility for the content of any material placed on the bulletin  
121 board, agreeing to indemnify and hold the City harmless against any and all claims, suits,  
122 orders, or judgments brought or issued against the City as a result of any material so  
123 posted.

124  
125 Section 2.4 Upon request, the Union agrees to furnish the City with an up-to-date list of  
126 all its Union Officers and Negotiating Committee members. The Union also agrees to  
127 immediately notify the City in writing of any and all changes thereto.

128  
129 Section 2.5 Union activities shall not interfere with Kennewick Fire Department,  
130 hereinafter referred to as “Department”, operations. Neither the City nor the Union shall  
131 interfere with the right of the employees covered by this Agreement to become or not  
132 become members of the Union, and there shall be no discrimination against any such  
133 employees because of lawful Union membership or non-membership activity or status.

**ARTICLE 3**  
**CITY SECURITY**

Section 3.1 The City and the Union signatory to this Agreement agree that the public interest requires the efficient and uninterrupted performance of fire related services. During the term of this Agreement, the Union and/or the employees covered by this Agreement shall not engage in any work stoppage, strike or slowdown while on duty.

Section 3.2 Because of the emergency nature of fire services, and the necessity for the protection of the lives and property of the citizens of the community, the City pledges not to cause a lock out of members of the Union.

**ARTICLE 4**  
**CLASSIFICATIONS**

Section 4.1 The wage rates and positions of all full-time regular employees of the Department covered by the terms of this Agreement shall be listed in Appendix "A" attached hereto. The Union may represent probationary employees during their probationary period, except that probationary employees may not appeal discharge under the terms of this Agreement; however, this does not constitute a waiver of applicable public law.

Section 4.2 When it is found necessary to add new classifications to the Department, the City Manager and Fire Chief will establish an appropriate wage level and conditions of new classifications. If the classification falls within the Union bargaining unit, the City Manager and the Union shall reach an agreement on wages and conditions of said new classifications and said agreement to be subject to approval of the Union and the City Council.

Section 4.3 The City and the Union agree that they will not discriminate unfairly against any employee by reason of race, creed, color, sex, national origin, religious beliefs or marital status. Whenever words denoting the masculine gender are used in this Agreement, they are intended to apply equally to either gender.

**ARTICLE 5**  
**RECOGNITION**

Section 5.1 The City is engaged in public service which requires continuous operation and it is agreed that recognition of such obligation of continuous service during the term of this Agreement is imposed on both the City and the members of the Union.

Section 5.2 The Union agrees that its members, who are employees of the City, shall individually and collectively perform efficient work and services; and that they shall avoid and discourage waste of materials, time and manpower; that they shall use their influence and best efforts to protect the property of the City and its interest and to prevent loss of tools and materials; and that they shall cooperate with the City in promoting and advancing the welfare of the City and the service.

Section 5.3 The City retains the right to exercise discipline for just cause in the interest of good service and the proper conduct of its business provided that any regular employee (or his representatives) who has been laid off, disciplined or discharged, shall be advised of the reason or reasons for such action.

Section 5.4 The City retains the right to establish reasonable work rules and determine reasonable schedules of work and to establish the methods and processes by which work is to be performed.

Section 5.5 No member of the Union using reasonable judgment and actions shall be held personally liable for any damages or claims for same resulting from any act of commission or omission which may arise as a result of his or her employment by the City.

Section 5.6 The Union hereby pledges for itself and all of its members, the employees of the City, that they will continue to perform their work effectively and efficiently to the best of their ability and will continue to perform their work effectively and efficiently, as based on the performance of their peers.

**ARTICLE 6**  
**EMPLOYER'S RESPONSIBILITIES**

Section 6.1 Subject to governing laws, all responsibilities and authorities held by the City at the present time, which are not included in this Agreement, shall remain in force, unchanged and unaffected in any manner by this Agreement. These responsibilities and authorities include, but are not limited to, the following:

6.1.1 To recruit, assign, transfer and promote members to the positions within the Department.

6.1.2 To suspend, demote, discharge or take other disciplinary actions against members for just cause.

6.1.3 To determine methods, means and personnel necessary for the Department operations.

6.1.4 To control the Department budget.

6.1.5 To take whatever actions are necessary in emergencies in order to assure the proper functions of the Department.

Section 6.2 Definition of Emergency. If in the sole discretion of the City, it is determined that extreme civil emergency conditions exist, including but not limited to riots, civil disorders, floods or other similar catastrophes, the provisions of this Agreement may be suspended. However, all provisions of this Agreement shall be immediately reinstated once a civil emergency condition ceases to exist.

Should such an emergency arise, the Union President shall be advised as soon as possible of the nature and expected duration of the emergency.

**ARTICLE 7**  
**GRIEVANCES AND ARBITRATION**

**Section 7.1** Union employee grievances or disputes which may arise shall be settled in the following manner: The Union Grievance Committee, upon receiving a written and signed petition from a Union member, shall determine if a grievance exists. If in their opinion no grievance exists, no further action is necessary. If a grievance does exist with a disagreement involving an interpretation or application of this Agreement or any other written agreement between the Union and the City, then the Union Grievance Committee shall, with or without the employee, present the grievance in writing to the Fire Chief within thirty (30) calendar days following the event giving rise to such grievance for adjustment. The written grievance will include at least a statement including the section of the agreement allegedly violated, the facts, and the remedy sought. If the written grievance is not presented in thirty (30) calendar days following the event of such grievance, the grieving party shall forfeit and waive such grieved rights. The Fire Chief will answer the Union grievance within fifteen (15) calendar days of the grievance being served on the Fire Chief. If the decision is not satisfactory to the Union, the grievance shall be referred to the City Manager in writing within fifteen (15) calendar days, who will render a decision within fifteen (15) calendar days. If the decision is not satisfactory to the Union, the grievance shall be referred to arbitration in writing within fifteen (15) calendar days and submitted to a recognized arbitrator.

The parties shall attempt to agree upon an arbitrator within five (5) calendar days after the grievance is referred to arbitration. In the event the parties are unable to agree on an arbitrator within the five (5) day period, the parties shall immediately agree upon the Federal Mediation and Conciliation Service, the American Arbitration Association, PERC or a mutually agreeable source, to submit a panel of five (5) arbitrators for consideration. Either party may reject one (1) entire panel and request that a new panel be submitted by the same source. Once a source is agreed upon to provide a panel, the two parties will stay with that source unless both mutually agree to use another source.

In selecting an arbitrator from a five (5) member panel, the party requesting arbitration shall strike the first two names. The other party shall then strike two names. The remaining person shall be the arbitrator. In the event an odd-numbered panel of arbitrators exceeding five (5) is given to the parties, the party requesting arbitration shall strike the first two names, and the other party shall then strike two names. The party requesting arbitration shall then strike one name, and the other party shall strike one name. This process shall continue until only one name remains, and that person shall be the arbitrator. The Arbitrator shall be notified of his or her selection by joint letter from the Union and the City requesting that a time and place be set for the arbitration subject to the availability of the Union and City representatives. All hearings shall be conducted in Kennewick, Washington unless the parties mutually agree otherwise.

Failure to appeal the grievance within specified time limits will render the decision acceptable and not subject to further review. The cost of the arbitrator shall be borne equally by the City and the Union on a fifty-fifty (50-50) basis, and each party shall be responsible for the cost of presenting its own case. The arbitrator shall render his or her

274 decision based on the interpretation and application of the provisions of this Agreement.  
275 The decision shall be final and binding upon the parties to the grievance.  
276

277 Neither the arbitrator nor any person or persons involved in the grievance procedures  
278 shall have the power to negotiate new agreements or to change any of the present  
279 provisions of this Agreement.  
280

281 Section 7.2 City grievances shall be settled in the following manner: If the City determines  
282 a grievance does exist involving the interpretation or application of this Agreement or any  
283 other written agreement between the Union and the City, then the City shall present the  
284 grievance in writing to the Union President within thirty (30) calendar days following the  
285 event giving rise to such grievance for adjustment. The written grievance will include at  
286 least a statement including the section of the Agreement allegedly violated, the facts and  
287 the remedy sought. If the written grievance is not presented in thirty (30) calendar days  
288 following the event of such grievance, the City shall forfeit and waive such grieved rights.  
289 The Union President will answer the City grievance within fifteen (15) calendar days of  
290 the grievance being served on the President. If the decision is not satisfactory to the City,  
291 the grievance shall be referred to arbitration in writing within fifteen (15) calendar days  
292 and submitted to a recognized arbitrator.  
293

294 The parties shall attempt to agree upon an arbitrator within five (5) calendar days after  
295 the grievance is referred to arbitration. In the event the parties are unable to agree on an  
296 arbitrator within the five (5) day period, the parties shall immediately agree upon the  
297 Federal Mediation and Conciliation Service, the American Arbitration Association, PERC  
298 or a mutually agreeable source, to submit a panel of five (5) arbitrators for consideration.  
299 Either party may reject one (1) entire panel and request that a new panel be submitted  
300 by the same source. Once a source is agreed upon to provide a panel, the two parties  
301 will stay with that source unless both mutually agree to use another source.  
302

303 In selecting an arbitrator from a five (5) member panel, the party requesting arbitration  
304 shall strike the first two names. The other party shall then strike two names. The  
305 remaining person shall be the arbitrator. In the event an odd-numbered panel of  
306 arbitrators exceeding five (5) is given to the parties, the party requesting arbitration shall  
307 strike the first two names, and the other party shall then strike two names. The party  
308 requesting arbitration shall then strike one name, and the other party shall strike one  
309 name. This process shall continue until only one name remains, and that person shall be  
310 the arbitrator. The Arbitrator shall be notified of his or her selection by joint letter from the  
311 Union and the City requesting that a time and place be set for the arbitration subject to  
312 the availability of the Union and City representatives. All hearings shall be conducted in  
313 Kennewick, Washington unless the parties mutually agree otherwise.  
314

315 Failure to exercise this option will render the decision acceptable and not subject to further  
316 review. The cost of the arbitrator shall be borne equally by the City and the Union on a  
317 fifty-fifty (50-50) basis, and each party shall be responsible for the cost of presenting its  
318 own case. The arbitrator shall render his or her decision based on the interpretation and  
319 application of the provisions of this Agreement. The decision shall be final and binding  
320 upon the parties to the grievance. Neither the arbitrator nor any person or persons

321 involved in the grievance procedure shall have the power to negotiate new agreements  
322 or to change any of the present provisions of this Agreement.

**ARTICLE 8**  
**RIGHTS AND PRIVILEGES**

Section 8.1 All rights and privileges held by the employees at the present time which are not included in this Agreement shall remain in force, unchanged and unaffected in any manner by this Agreement.

Section 8.2 The Fire Chief and the City may adopt rules and regulations for the operation of the Department and the conduct of its employees. Such rules shall not conflict directly or indirectly with the Union's rights to bargain any of the provisions of this Agreement, other written agreements between the parties, Civil Service regulations or an existing arbitration award or past practice without agreement of the Union.

**ARTICLE 9**  
**HOURS OF WORK**

Section 9.1 The Department schedule per year will be 108 shifts, or an approximate average of 49.8 hours per week shall constitute the standard work week, and 24 hours the standard work shift. The Fire Chief, subject to the approval of the City Manager, shall establish appropriate work shifts (commencing at 8:00 a.m.) and scheduled days of rest.

Kelly days will be chosen by the employee in order to reach the identified 108 shifts per year. However, if paramedic overtime exceeds the agreed-upon threshold, the City and the Union agree Section 9.1 of the CBA will be reopened upon receipt of a written request from either party.

In an effort to reduce potential situations in which off-duty paramedics are called in to work an overtime shift to specifically fill a paramedic need when the identified preferred staffing is otherwise met, the City and Union agree as follow:

- 1) The City will seek to maintain a level of paramedic staffing of at least twenty-seven (27) line paramedics, based on the current allocation of five fire stations. If the City drops below the paramedic staffing of at least 27 line paramedics based on the voluntarily choice of a member giving up his/her status as a paramedic, the City will have a grace period of 12 months to return to 27 or more line paramedics.
- 2) The Union will seek to maintain less than one hundred and twenty (120) hours in a calendar year in which an off-duty paramedic is called in to work an overtime shift when the identified preferred staffing is otherwise met.
- 3) If the City maintains paramedic staff as described in Section 1 and experiences more than 120 hours of paramedic overtime as described in Section 2, the City and Union agree to immediately reopen the negotiations upon receipt of a written request from either party as to the issue of Kelly Day scheduling for paramedics, and to consider other potential solutions intended to reduce paramedic overtime which occurs when the preferred staffing level is otherwise met.
- 4) Instances requiring overtime in which the preferred staffing level is not met, and the overtime position needs to be a paramedic will not count towards the 120 hours described in Section 2 above. The hours identified in Section 2 above apply when the preferred staffing level is met and an off-duty paramedic is required to work overtime in order to maintain ALS service at every station.

Section 9.2 The work week will be as follows, with the final schedule established by the Fire Chief. There will be three (3) shifts, each shift working twenty-four (24) hours on, twenty-four (24) hours off, twenty-four (24) hours on, twenty-four (24) hours off, twenty-four (24) hours on, ninety-six (96) hours off, then repeat.

Section 9.3 The normal minimum work shift will be as follows:

WORK HOURS

|                                   | <u>Monday-Saturday</u> | <u>Sunday</u> | <u>Holiday</u> |
|-----------------------------------|------------------------|---------------|----------------|
| Emergency and non-emergency work* | 0800-1730              | 0800-1200     | 0800-1000      |
| Emergency and related work        | 1730-0700              | 1200-0700     | 1000-0700      |
| Emergency and non-emergency work  | 0700-0800              | 0700-0800     | 0700-0800      |

\*This period will include one (1) hour of physical training and required breaks and lunch.

Related work is defined as all duties associated with the actual performance of emergency responses, including return to service, clean-up and reporting.

Section 9.4 Continuous Service Policy

- 9.4.1 All overtime shall be offered as far in advance as possible to be filled via volunteers whenever possible, and all efforts must be exhausted to obtain volunteers when attempting to fill overtime.
- 9.4.2 Notification for a known overtime need for the following shift shall be announced by 1000 hours of the current shift whenever possible, and time given to respond to the overtime opportunity shall be no less than four (4) hours in length.
- 9.4.3 The continuous service policy shall be utilized when no one volunteers to work overtime.
- 9.4.4 The continuous service policy shall be utilized to maintain the preferred staffing level as identified by departmental SOG.
- 9.4.5 Use of the continuous service policy shall be based on the needed rank or certification and will be filled by the individual possessing the needed qualifications who also has the lowest year-to-date overtime accrual hours.
- 9.4.6 On-duty personnel that will not be starting their long change the following shift, or do not have a Kelly day, vacation or shift trade scheduled the following shift shall be assigned to fill the overtime for the following shift and notified prior to shift change as soon as possible.
- 9.4.7 A continuous service assignment may be refused by an employee if the employee can produce evidence that he/she has a previous

commitment that will cause an unreasonable personal burden (including but not limited to plane tickets, doctor appointment, tickets to a performance or event, family celebration, anniversary, birthday, etc.).

9.4.8 Employees shall be notified by 1900 hours that they are up for a continuous service assignment as the first or second option for the rank, certification or specialty needed.

9.4.9 Employees who are assigned to continuous service will be allowed to arrange for another equally qualified person to work part or all of the overtime hours but will be required to remain on duty until relieved. Each employee will be paid at the overtime rate for the hours that he/she worked.

9.4.10 If a continuous service assignment is generated mid-shift due to an on-the-job injury, sickness or family emergency, the overtime shall be filled by first calling the off-duty personnel from the previous shift, with those on long change called last.

9.4.11 Except in the instance of an on-the-job injury, sickness, family emergency or scheduled vacation, an employee will not leave his/her assigned duty shift until relieved of duty.

9.4.12 In the event an employee is holding over in an overtime capacity until another employee arrives to work the overtime, whether filled voluntarily or by a continuous service assignment, the overtime hours worked will be split between the employees.

9.4.13 For consecutive shift moves between stations as a result of overtime or last-minute scheduling changes, the holdover will receive overtime until relieved in addition to the overtime received by the person moving stations.

9.4.14 For consecutive shift moves between stations as a result of a shift trade, the Union agrees to cover for the employee by means of either early relief or holdover, with no overtime paid in those instances. However, overtime will be paid if a holdover is needed as a result of a late call.

9.4.15 Those who are assigned continuous service shall have the option of having continuous service overtime added to the overtime list at a rate of two (2) hours for each hour worked.

9.4.16 The City shall implement an SOG relating to the preferred staffing level.

**ARTICLE 10**  
**OVERTIME AND PREMIUM RATES**

Section 10.1 The formula for calculating the hourly overtime rate shall be as follows: Employee's annual salary, divided by 2,592 hours, times one and one-half (1.5). The City agrees to appropriate funds to pay employees for overtime pay earned.

Section 10.2 The hourly overtime rate shall be paid for:

- 10.2.1 Hours in excess of the scheduled work shift at the request of the Fire Chief or his representative.
- 10.2.2 Shifts worked on scheduled days of rest at the request of the Fire Chief or his representative.
- 10.2.3 Call-in emergency work after the first hour at the request of the Fire Chief or his representative.
- 10.2.4 Overtime will be paid to off-duty employees for time served as witnesses in court when said court appearances are the result of employment with the City.
- 10.2.5 When on-duty personnel are ordered to cover a personnel shortage up to and including one (1) hour past the end of the scheduled work shift.

Section 10.3 Premium Rates:

- 10.3.1 For any all-calls, employees shall receive two (2) hours pay at the overtime rate for the first hour of work.
- 10.3.2 For any other type of call-in emergency work, three (3) hours pay at the overtime rate for the first one hour of work.
- 10.3.3 When a minimum of four (4) hours' notice is provided for call-in work, payment shall be at the overtime rate only.
- 10.3.4 During any 24-hour shift, the maximum amount of premium pay and/or overtime pay that an employee is entitled to receive is the equivalent of twenty-four (24) hours of overtime. Therefore, the provisions of this Article shall not be interpreted as entitling an employee to any amount of premium pay or overtime pay in excess of this maximum amount.
- 10.3.5 When on-duty personnel are ordered to cover a personnel shortage, and the employee is required to work more than one hour, and less than four hours' notice has been given, the call-in rate as outlined in Section 10.3.2 shall apply to the first hour after the end of the scheduled work shift.

Section 10.4 Under the following circumstances, the employee shall be compensated as outlined below for moving personnel and gear between fire stations:

- 10.4.1 When an on-duty employee is authorized to move to another station for their next scheduled shift, the time spent moving gear off-duty shall not be considered compensable time.
- 10.4.2 If an off-duty employee is requested to move from their scheduled station to another station prior to the start of their scheduled shift, the time spent moving gear shall be compensable at the rate equivalent to fifteen (15) minutes of overtime at the Step 4 Fire Fighter rate with the final amount rounded to the nearest dollar. The only exception is when premium pay is given for call-in overtime, at which time the premium pay covers the required move.
- 10.4.3 The City shall not provide compensation for shift trades, stand-ins, or substitutions. However, the employee may submit a request for mileage reimbursement as stated in Section 10.4.4.
- 10.4.4 All other mileage reimbursement shall be in accordance with City policy, including travel in privately operated vehicles (POVs), provided that the use of a POV by an employee is pre-authorized by the Shift Battalion Chief.

**ARTICLE 11**  
**MEDICAL AND DENTAL**

Section 11.1 The City shall pay for a \$25,000 Life Insurance policy for employees covered under this Agreement.

Section 11.2 The City shall make available a consumer medical and vision insurance plan for its employees and dependents. The City shall make available dental insurance for its employees and dependents and shall pay the total premium for such insurance.

Employees covered by this Agreement shall be insured by a medical and vision insurance plan through AWC that includes dependent coverage and major medical coverage for employees and dependents. The parties agree that AWC controls the plan design and the Board of Trustees may make changes from time to time.

Employees and their dependents will remain on the HealthFirst \$250 deductible plan. Employees will be responsible for five percent (5%) of the health insurance premium costs applicable to the level of coverage they select for themselves and their dependents (single, married, married with dependents, etc.).

The City agrees that there shall be no decreases in medical benefits for the life of this Agreement, with the exception of those made by the benefit trust board of the Association of Washington Cities. If AWC's benefit trust board does make changes as described above, the City agrees to bargain with the Union over the impacts of those changes.

Section 11.3 The City shall contribute \$75 per month to the IAFF Medical Expense Reimbursement Plan (MERP) for each employee.

## **ARTICLE 12**

### **HOLIDAYS**

Section 12.1 The following are holidays for all employees:

1. New Year's Day (January 1st)
2. Martin Luther King's Birthday (3rd Monday of January)
3. President's Day (3rd Monday of February)
4. Memorial Day (Last Monday in May)
5. Fourth of July (July 4th)
6. Labor Day (1st Monday in September)
7. Veteran's Day (November 11th)
8. Thanksgiving Day (4th Thursday in November)
9. The day immediately following Thanksgiving Day
10. Christmas Day (December 25th)

Any special holiday proclaimed by the Governor or the Kennewick City Council and granted to all other City employees shall be enjoyed by employees as well.

Section 12.2 Holidays shall be observed as follows:

#### 24-hour shift employees:

It is recognized that all personnel may not be absent from duty on the above identified holidays. However, the holidays are creditable as official holidays for salary purposes.

Personnel shall receive, in the first week of December, a lump sum as compensation for work performed on any/or all holidays as stipulated above. Compensation shall be equal to twelve (12) hours of pay at the employee's straight time rate for each holiday. Personnel who are not employed the entire calendar year shall only be compensated for the holidays listed above which fall within their term of employment. Any future or additional holidays proclaimed by the Governor or the Kennewick City Council and granted to all other City employees shall be added to the list of holidays above and compensated at the twelve (12) hours of straight time rate.

Each 24-hour shift shall schedule three (3) floating holidays to be observed by all shift personnel. The work hours on these floating holidays shall be in accordance with the holiday work hour schedule as outlined in Article 9 Hours of Work, Section 9.3. Personnel shall receive no additional compensation for these floating holidays.

#### 40-Hour Personnel

Personnel shall not receive a lump sum payment and instead shall receive the identified holidays off with pay throughout the year. Personnel shall also receive two (2) floating holidays off with pay throughout the year.

## **ARTICLE 13**

### **SAFETY**

Section 13.1 The City will provide safety measures and safety rules to minimize accidents and health hazards to the employees during their hours of employment. The Union agrees to cooperate with the City to the end that the employees shall use such safety equipment when so provided and observe such safety and health regulations as provided by the City.

Section 13.2 The City agrees to furnish employees turnout gear and related protective equipment. In addition, the City will budget appropriate funds to be used to furnish and replace standard work shirts with insignias, pants and jackets and boots. The employee in consideration thereof shall report at the start of each shift in a clean and presentable condition.

## **ARTICLE 14**

### **TEMPORARY ASSIGNMENT**

Section 14.1 In connection with the Civil Service Commission's certification of promotional eligibility lists, the following requirements shall take effect for temporary assignments:

**Battalion Chief:** In the event there is no Battalion Chief on duty, nor an on-duty Captain who is on the Battalion Chief promotional list, the position shall be filled in the following order:

- 1) Any on-duty Captain who has completed the Fire Officer Development Program for Battalion Chief, with preference given to members who have declared their intention to test;
- 2) From the overtime list, by an off-duty Battalion Chief or Captain who meets the above requirements;
- 3) If, after following these steps, the position is still vacant, the Continuous Service Policy as outlined in Section 9.4 of this Agreement will be utilized.

**Captain:** In the event there is no Captain on duty, nor an on-duty fire fighter who is on the Captain's promotional list, the position shall be filled in the following order:

- 1) An on-duty fire fighter who has completed the Fire Officer Development Program for Captain, with preference given to members who have declared their intention to test, or an on-duty fire fighter who has completed Step 1 of the Program;
- 2) If there are fewer than twelve (12) employees who, at a minimum, have completed Step 1 or are on a current promotional list, a written list of individuals qualified to temporarily upgrade to the position of Captain as necessary to bring the total number up to twelve (12) will be established. This established list shall be submitted by the Fire Chief based on parameters agreed upon by the Fire Chief and the Union. Parameters will include placement on a prior promotional list, members with at least ten (10) years of service to the Department, and other qualifications as recognized by the Fire Chief and the Union. Those individuals placed on the list will have the option to deny placement on the list. Once at least twelve (12) Local members have completed Step 1, then completion of Step 1 becomes the minimum requirement to upgrade to Captain. If the number of active participants that have completed, at a minimum, Step 1 drops below twelve (12), the Fire Chief will submit a new list, and so on;
- 3) From the overtime list, by an off-duty officer or an off-duty fire fighter who is either on the Captain promotional list or has completed, at a minimum, Step 1 of the Program;
- 4) If, after following these steps, the position is still vacant, the Continuous Service Policy as outlined in Section 9.4 of this Agreement will be utilized.

Section 14.2 It is understood that the employees temporarily acting in a supervisory capacity are covered by the terms of this entire section.

Section 14.3 Upgrades or acting appointments for Captains shall receive an increase equivalent to the difference between Step 4 Fire Fighter and Step 1 Captain.

Section 14.4 Upgrades or acting appointments for Battalion Chief shall receive an increase equivalent to the difference between Step 2 Captain and Step 1 Battalion Chief.

Section 14.5 Temporary, provisional, and promotional appointments shall go to the first step in the salary range that gives them an increase.

Section 14.6 In the event an employee completes only a portion of a shift in an upgrade classification, he shall only receive the upgrade pay in proportion to the amount of the shift hours worked in any upgrade.

Section 14.7 The promotional testing for Captain and Battalion Chief shall be as determined by the Civil Service Commission.

## **ARTICLE 15**

### **SICK LEAVE**

Section 15.1 Employees shall earn sick leave and may be granted time off with pay covering periods of illness or involuntary physical incapacity except time off caused by accidents or involuntary physical incapacity in connection with other gainful employment.

Sick leave will be accrued as follows:

40-hour per week employees: 8 hours per month

24-hour shift employees:

- 1) During the first three years of employment – 24 hours per month (except as provided in section 15.9)
- 2) After the first three years of employment 12 hours per month

Sick leave may be accumulated up to a maximum of one thousand six hundred sixty-four (1,664) hours. If sick leave is exhausted, the employee shall then receive all benefits provided under the appropriate fire fighter's pension plan. Any sick leave taken shall be taken by the hour and on an hour-per-hour basis.

Employees have the option to utilize earned accrued sick leave to care for themselves, their child(ren), or a seriously ill family member, including spouse, parents, parents-in-law, grandparents, and adult children with disabilities, as allowed by RCW 49.12.265 – RCW 49.12.295.

In order to be granted sick leave with pay, an employee must meet the following conditions:

1. Report to the Fire Chief or the Officer in Charge the reason for the absence. Sick report must be made not later than forty-five (45) minutes before the beginning of the scheduled work shift.
2. Keep the Fire Chief or the Officer in Charge informed of his condition if the absence is to be more than one shift in duration. The Fire Chief or his representative shall make the determination of how often the employee is to report based on the nature of illness or injury, although reporting will not be more frequent than once per week.

Section 15.2 Employees covered under this Agreement ordered to work for limited duty purposes may appeal duty assignments under Article 7 of this Agreement in the event such assignment is beyond the scope of their duty capability as determined by an accredited medical opinion.

Section 15.3 If the absence extends beyond three (3) working shifts duration, the employee will be required, at the option of the Fire Chief, to submit a medical certificate signed by a physician stating the kind and nature of sickness or injury and that the

employee has been incapacitated for work for the period of absence or quarantine and/or is required to receive out-patient care and stating when he is again physically able to perform his regular duties.

Section 15.4 The City will be permitted to make a medical examination or a nurse's visit over and above the other medical opinions if the City deems it so desirable. Such request shall be governed by Section 28.2 of this Agreement regarding Fitness for Duty Evaluations. The expenses of such medical examinations or nursing visits shall be paid by the City.

Section 15.5 Leave with pay shall be granted by the City up to a maximum of two (2) consecutive work shifts in any calendar year for each death in the immediate family. Such leave may be extended in special circumstances with approval of the City Manager. Immediate family shall include only father, mother, grandfather, grandmother, father-in-law, mother-in-law, spouse, brother, sister, children or grandchildren of the employee. This section shall not pertain to an employee who is not receiving pay.

Section 15.6 Any employee found to have abused the sick leave benefit may thereupon be subject to dismissal upon recommendation of the Fire Chief and at the discretion of the City Manager.

Section 15.7 Time off for sickness in excess of accrued sick leave shall be charged to unused vacation.

Section 15.8 Each Employee at the time of leaving the employment of the City, except for any such employee who is terminated for just cause, shall have twenty five percent (25%) of his accumulated and unused sick leave converted to and be added to any other accrued vacation time. This conversion shall be applied to a maximum accumulation of one thousand six hundred sixty-four (1,664) hours of unused sick leave only.

Section 15.9 Employees shall receive one-hundred forty-four (144) hours of sick leave upon hire. However, during the first six (6) months of employment, the employee will not accrue any additional sick leave. Should the employee leave employment prior to the completion of six months of service, the employee shall only be eligible within the guidelines of Section 15.9 for unused sick leave that would normally have been accrued for the months employed.

Section 15.10 The current City of Kennewick Family Medical Leave policy shall be in effect for the duration of this Agreement. In the case of an employee being seriously ill, the first ten (10) shifts shall not be counted toward Family Medical Leave Act (FMLA) leave. However, subsequent days off for the same illness/injury within the rolling year, will count as part of the FMLA leave.

## **ARTICLE 16**

### **VACATION**

Section 16.1 Each employee shall accrue vacation time as set forth below, based on their continuous length of service accumulated as of the most recent anniversary date of employment:

#### **24-Hour Shift Personnel**

| <u>Service</u>               | <u>Accrual</u>     |
|------------------------------|--------------------|
| Start through 3 years        | 12 hours per month |
| Entering 4 through 9 years   | 15 hours per month |
| Entering 10 through 14 years | 18 hours per month |
| Entering 15 through 19 years | 21 hours per month |
| Entering 20 through 24 years | 24 hours per month |
| Entering 25 years and over   | 26 hours per month |

Effective upon the ratification of the 2024 agreement by both parties, the following shall be the accrual rates for 24 Hour Shift Personnel:

| <u>Service</u>               | <u>Accrual</u>     |
|------------------------------|--------------------|
| Start through 3 years        | 16 hours per month |
| Entering 4 through 9 years   | 19 hours per month |
| Entering 10 through 14 years | 22 hours per month |
| Entering 15 through 19 years | 25 hours per month |
| Entering 20 through 24 years | 28 hours per month |
| Entering 25 years and over   | 30 hours per month |

#### **40-Hour Per Week Personnel**

| <u>Service</u>               | <u>Accrual</u>     |
|------------------------------|--------------------|
| Start through 5 years        | 10 hours per month |
| Entering 6 through 9 years   | 12 hours per month |
| Entering 10 through 14 years | 14 hours per month |
| Entering 15 through 19 years | 16 hours per month |
| Entering 20 years and over   | 18 hours per month |

Section 16.2 Upon the death of any employee, the accrued vacation pay of the deceased employee shall be paid to the same individual to whom is paid the employee's accrued wages.

Section 16.3 Vacation hours shall be scheduled by the Fire Chief or his designee, at time when they will constitute minimum conflicts with work schedules. Once approved, the vacation will not be subject to cancellation except for emergencies as defined in Section 6.2 or at the option of the employee. When two (2) or more employees put in a request

at the same time, for the same period, and the City will allow one (1) employee off for that period, the employee with the longest service record shall be allowed the subject vacation.

Employees have the option to utilize earned vacation leave to care for themselves, their child(ren), or a seriously ill family member including spouse, parents, parents-in-law, grandparents, and adult children with disabilities. The approval process to access annual leave for this purpose is as stated in this article.

Section 16.4 No vacation shall be taken during the first six (6) months of probationary employment. No accumulation of accrued vacation credit in excess of three hundred (300) hours will be permitted.

Section 16.5 An employee who is discharged for any reason shall receive compensation for all accrued vacation.

**ARTICLE 17**  
**FORCE REDUCTION AND REHIRE**

Section 17.1 In the case of personnel reduction the employee with the least seniority shall be laid off first. Time in grade and time in the Department shall be given the utmost consideration. The right to lay off employees for lack of work or funds or because of the occurrence of conditions beyond the control of the City shall not be considered within negotiable matters pertaining to wages, hours and working conditions. No new employee shall be hired until the laid off employees have been given an opportunity to return to work at the first rehire available for full-time employment as a fire fighter.

When the laid off employee is notified of the opportunity to return to work, the employee shall have seven (7) calendar days to decide whether he/she will return to the job. From the date of the decision, the employee must return to work within thirty (30) calendar days, or their right to rehire will be considered waived.

**ARTICLE 18**  
**LEAVE OF ABSENCE**

Section 18.1 The City Manager may authorize unpaid leaves of absence up to a maximum duration of one (1) year, except in the case of a leave necessitated by service in the Armed Forces of the United States, in which case current State or Federal law will apply. Upon expiration of such regularly approved leave, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of the employee to report for duty promptly at the expiration of such leave shall be regarded as voluntary resignation.

Section 18.2 Upon expiration of an approved leave of absence or sick leave, an employee shall be reinstated in the position held at the time the leave was granted. Only the employees advanced to fill the temporary vacancies created by the leave of absence shall be affected, and in each case shall return to the jobs they left. Employees who are granted a leave of absence shall not lose their established seniority.

**ARTICLE 19**  
**SENIORITY**

Section 19.1 Employees shall have their seniority determined by their total length of continuous service with the Department. In cases where two or more employees start to work on the same date, the Civil Service Rules and Regulations shall determine seniority.

Section 19.2 The first twelve (12) months of employment shall constitute a probationary period. Seniority shall apply retroactively to date of hire after successful completion of the probationary period.

Section 19.3 Any employee who is promoted to Captain or Battalion Chief shall have a probation period consisting of twelve (12) months from the date of promotion. If this employee fails to demonstrate he/she can completely and satisfactorily perform the job within the twelve (12) month probation period, the City may retain the employee at his/her present position, or at its discretion, return the employee to his/her former position classification and pay status without any loss in seniority. Any other employees who transferred or were promoted following, and as a result of this employee's transfer or promotion, shall also be returned to their former position and pay status.

Section 19.4 In the event an employee covered under this Agreement is promoted into a supervisory position not covered by this Agreement, he shall continue to earn seniority in the classification from which he was promoted. In the event the employee is later demoted to a lower classification and/or position, his latest earned seniority shall be compared with the employee(s) currently occupying the classification and/or position to determine who shall fill such position.

**ARTICLE 20**  
**SALARIES**

Section 20.1 The schedules attached as Appendix "A" of this Agreement have been approved by the Union and the City establishing salaries and hourly wages to be paid beginning January 1, 2024.

The salary schedule reflects the following increases:

|             |           |          |
|-------------|-----------|----------|
| <u>2024</u> | January 1 | <u>5</u> |
| 2024        | July 1    | 1.0%     |
| 2025        | January 1 | 3.5%     |
| 2026        | January 1 | 3.0%     |

The total contribution to the selected deferred compensation program will be five percent (5%). The City's contribution shall be based on the employee's monthly salary (as identified in Appendix "A") plus classification and specialty pay if applicable.

Section 20.2 The Union recognizes the City's obligation to train personnel in the methods of medical service training and agrees that the employees shall participate in pre-scheduled courses. When training classes or instruction courses are required by the City to be taken on off-duty time, the employee shall be compensated at the overtime rate as stated in Appendix "A." In consideration of this, the Union agrees that the certification level of Emergency Medical Technician shall be maintained by all employees as a condition of employment.

Authorized leave will be granted to probationary employees to attend required EMT certification classes, provided it does not create an overtime situation.

Section 20.3 Pay step increases, as stipulated in Appendix "A" of the contract, will be made effective upon completion of the requirements for the corresponding step of the Joint Apprenticeship and Training Committee (JATC) program. New employees falling under the requirements of the JATC program must successfully complete each applicable step of said program in order to achieve a pay step increase.

Section 20.4 Education and years of service shall be recognized in accordance with Article 26 Fire Fighter Classification Program.

Section 20.5 Certified paramedics, authorized by the City, shall receive additional compensation, calculated as thirteen percent (13%) of Step 4 Fire Fighter salary. Such additional compensation shall be included as part of their base wage for fire fighter or captain.

20.5.1 The City shall compensate paramedics at the overtime rate for off-duty attendance at PALS, ACLS, Advanced Airway, as well as two required paramedic meetings annually as mandated by the Medical Program Director.

20.5.2 Any current fire fighter who has been hired as a paramedic or has obtained/obtains certification as a paramedic after December 31, 2016 shall maintain such certification for five (5) years.

20.5.3 Any Fire Fighter/Paramedic who is categorized by 20.5.2, and who has served the minimum requirement of five (5) years as a paramedic may rescind his/her paramedic status for transfer to the position of Fire Fighter/EMT if such a vacancy exists, or with approval of the Fire Chief. If two (2) or more employees request such a transfer, and if there are fewer Fire Fighter/EMT vacancies than the number of employees requesting transfer, then the employee(s) with the most seniority shall be permitted to transfer.

20.5.4 Any paramedic who chooses to retain their certification beyond five (5) years will receive additional compensation of one percent (1%), for a total of fourteen percent (14%) of Step 4 Fire Fighter salary. Any paramedic who chooses to retain their certification beyond ten (10) years will receive additional compensation of one (1%), for a total of fifteen percent (15%) of Step 4 Fire Fighter salary. Such additional compensation shall be included as part of their base wage for fire fighter or captain.

Section 20.6 Captain salaries shall be based on a percentage of Step 4 Fire Fighter salary in accordance with the following schedule:

| <u>Step 1</u> | <u>Step 2</u> |
|---------------|---------------|
| 112%          | 117%          |

Section 20.7 Administrative Captain salaries shall be based on a percentage of Step 4 Fire Fighter salary in accordance with the following schedule:

| <u>Step 1</u> | <u>Step 2</u> |
|---------------|---------------|
| 124%          | 127%          |

Section 20.8 The parties intend that in no instance will an individual involuntarily moving from a shift Captain position to an Administrative Captain position take a cut in pay as determined by comparing an Administrative Captain yearly salary to a shift Captain yearly salary plus holiday pay. To effectuate the intent of the parties, it is agreed that if a shift Captain at the Step 2 Captain step involuntarily moves into an Administrative Captain position, he/she will bypass Step 1 Administrative Captain and move directly into Step 2 Administrative Captain..

Section 20.9 Battalion Chiefs salaries shall be based on a percentage of Captain salary in accordance with the following schedule:

| <u>Step 1</u>          | <u>Step 2</u>          |
|------------------------|------------------------|
| 117% of Step 1 Captain | 117% of Step 2 Captain |

Section 20.10 Battalion Chief Training Officer shall have his/her salary calculated in the following manner:

- Step 1. Determine the hourly wage of the appropriate Battalion Chief step.
- Step 2. Multiply the hourly rate times 96 hours (holiday pay).
- Step 3. Divide the figure obtained in step 2 by 12 to obtain a monthly figure.
- Step 4. Add the monthly total obtained in Step 3 to the appropriate Battalion Chief step.

Section 20.11 The salaries of apprentice fire fighters shall be based on a percentage of Step 4 Fire Fighter salary in accordance with their progression toward obtaining journeyman status as approved by the Washington State JATC:

|                                        |                             |
|----------------------------------------|-----------------------------|
| JATC Step 1 (approx. 0-2000 hours):    | 76% of Step 4 Fire Fighter  |
| JATC Step 2 (approx. 2000-4000 hours): | 84% of Step 4 Fire Fighter  |
| JATC Step 3 (approx. 4000-6000 hours): | 92% of Step 4 Fire Fighter  |
| JATC Journeyman status:                | 100% of Step 4 Fire Fighter |

Section 20.12 Once entry into the paramedic program is approved by the Fire Chief, the City shall reimburse the paramedic student's tuition for paramedic training. The student is obligated to complete and pass the course, or pay back to the City the funds expended for tuition. Upon completion of the paramedic course, the paramedic is obligated to maintain his/her certification, and to perform the duties of a paramedic for a minimum of four years. If the paramedic drops or loses his/her certification prior to the completion of four years of service, he/she will be required to pay back to the City 25% of the cost of tuition for every complete year short of the four-year obligation.

Section 20.13 The City will provide overtime backfill to allow on-duty employees approved for and enrolled in the CBC paramedic program to attend class when class is not offered on the employees' regularly scheduled days off. If, however, on-duty staffing is above the identified preferred staffing level, on-duty employees may be re-assigned to attend class so long as the identified preferred staffing level is maintained.

**ARTICLE 21**  
**OUTSIDE EMPLOYMENT**

Section 21.1 The members of the Union agree that their first line of employment is with the Department and they shall give it first consideration. Outside employment shall in no way take preference over emergency call-in required by the Department.

**ARTICLE 22**  
**NOTICES**

Section 22.1 Any notice provided for herein shall be sufficient if it is in writing and delivered to an authorized representative. The notice must be signed.

Section 22.2 Authorized representatives of the Union include, but are not limited to, the President and the Secretary/Treasurer. Authorized representatives of the City include, but are not limited to, the City Manager or his/her designee.

**ARTICLE 23**  
**SHIFT EXCHANGE**

Section 23.1 Employees shall have the right to exchange up to fifteen (15) shifts during a calendar year upon approval of the Fire Chief or designee when the change does not interfere with the operation of the Department, provided written notice is given to the Fire Chief, or designee, seven (7) days prior to the selected shift exchange. In extraordinary situations, the Fire Chief may approve additional shift exchanges.

The limitation on number of shift exchanges shall not apply to intra-shift trades or matters regarding Union business.

Section 23.2 When non-City required training courses are given during on-shift periods of time, employees may attend the course if they can arrange for their time on-shift to be covered. There will be no compensation for off-shift periods of time for an employee to attend classes.

Section 23.3 Trading shall be among persons of the same rank, with the exception that persons who are qualified to be assigned from time to time to act in the higher classification will be considered as an acceptable trade.

Section 23.4 Probationary fire fighters shall only be allowed to trade shifts with the express approval of the Fire Chief, or designee.

Section 23.5 Shift trades shall not result in any additional cost to the City as determined at the time the shift trade is approved.

Section 23.6 The City has no obligation to ensure or facilitate any repayment of time due an employee under this article, and the City will not monitor or mediate any situations involving shift trade paybacks.

Section 23.7 Once the trade is approved, the requesting employee is no longer obligated to report for the selected shift. By accepting a shift trade, the submitting employee agrees to take full responsibility for the selected shift.

Section 23.8 If the substituting employee separates from service with the Department for any reason before repaying a shift trade, the substituting employee will have one and one half (1.5) hours, or the monetary equivalent, subtracted from his or her vacation bank for each outstanding shift trade hour not yet repaid in order to cover the cost to the City of filling the potential overtime position.

**ARTICLE 24**  
**TOBACCO USE**

Section 24.1 New employees covered by this agreement hired after July 1, 1993, will have agreed, as a condition of employment, to be tobacco-free on and off duty. If any of these employees begins tobacco use, they will be subject to progressive disciplinary action in accordance with the Kennewick Fire Department Rules and Regulations. The progressive action as outlined in Rule 8 shall include an oral warning for a first offense, and shall progress to a written warning for a second offense. Suspension and termination for continuing use of tobacco will result.

## **ARTICLE 25**

### **FORTY-HOUR WEEK PERSONNEL**

At the discretion of the Fire Chief, forty-hour employees will earn overtime pay for emergency major alarm situations, or for all hours worked in excess of the employees' approved daily schedule (including eight-, nine-, or ten-hour shifts) or forty hours per week.

With the approval of the Fire Chief, line-qualified, forty-hour personnel may be eligible for regular shift overtime provided it does not interfere with their normal work assignment.

Section 25.1 The hourly overtime rate shall be based on a two thousand eighty (2,080) hour work year, at the rate of time and one-half (1.5). Overtime shall be based on Section 10.2 of this Agreement.

Section 25.2 Sick leave shall accrue at the rate of eight (8) hours per month, to a maximum of one thousand six hundred sixty-four (1,664) hours, with the provisions of Article 15.9 governing payback. The City of Kennewick Personnel Rules and Regulations shall govern benefits such as holidays, leaves of absence, which include death or illness in the immediate family, doctor and dentist appointments, maternity leave, leave without pay, jury duty, voting, military leave, and family leave.

Section 25.3 As assigned by the Fire Chief, the hours of work shall be forty hours per week broken down as eight (8) hours per day, Monday through Friday, 8:00 a.m. to 4:00 p.m., with a one-hour, paid lunch. At the request of the employee, the Fire Chief will consider an alternate schedule consisting of either four (4) ten-hour shifts or a nine-eighty (9/80) schedule. With prior approval, employees may flex time within their designated work week.

Section 25.4 The Training Captain, EMS Captain and Captain Inspector/Deputy Fire Marshal will be eligible to receive the differential for maintaining paramedic status.

**ARTICLE 26**  
**EDUCATIONAL CREDIT PROGRAM**

Section 26.1 Employees are eligible to qualify for combined education and longevity incentives based on the following matrix:

|                     | <u>5 Years</u> | <u>10 Years</u> | <u>15 Years</u> | <u>20 Years</u> | <u>25 Years</u> |
|---------------------|----------------|-----------------|-----------------|-----------------|-----------------|
| 45 college credits  | 1.0%           | 2.0%            | 2.5%            | 3.0%            | 3.5%            |
| 90 college credits  | 2.0%           | 3.0%            | 4.0%            | 5.0%            | 6.0%            |
| 135 college credits | 3.0%           | 4.0%            | 5.0%            | 6.0%            | 7.0%            |
| 180 college credits | 4.0%           | 5.0%            | 6.0%            | 7.0%            | 8.0%            |

For the purpose of this policy, college credits refer to quarter credits. To convert semester credits, multiply them by 1.5 to determine the equivalent number of quarter credits.

Section 26.2 The designated increases shall be applied to the individual's base salary.

Section 26.3 The years of service listed in Section 26.1 indicates the number of years of service that must be completed before an individual qualifies in that row.

Section 26.4 An employee who qualifies for the combined education and longevity increase based on the above matrix is solely responsible for submitting his/her transcript in a timely manner. Transcripts must be submitted within one (1) year of the employee becoming eligible for the education/longevity increase. Should the employee fail to meet the one-year expectation, retroactive pay will only be reimbursed up to twelve (12) months from the date all required documentation is submitted and approved by the City.

**ARTICLE 27**  
**WELLNESS AND FITNESS**

Section 27.1 The City and the Union recognize that the physical and mental health of employees is important in assisting to fulfill the mission of the City and the Department. Both parties will continue to work together to promote wellness and fitness.

## **ARTICLE 28**

### **FIT FOR DUTY EVALUATION**

Section 28.1 The City may send an employee for a Fitness for Duty Evaluation (FFDE) when the City has reasonable belief, based on objective evidence, that an employee's ability to perform the essential functions of the position may be impaired by a medical condition, or an employee will pose a direct threat due to a medical condition.

28.1.1 The City may send an employee who is on active duty and who has not missed any time from work, or has missed less than three (3) shifts of work, for an FFDE when:

1. A supervisor of the Department;
2. knows about a particular employee's medical condition; and
3. has observed performance problems; and
4. can reasonably attribute these problems to the employee's medical condition; and
5. the objective behavior or physical condition of the employee causes the supervisor to reasonably believe that the employee in question has a medical condition that will either immediately impair his/her ability to perform the essential functions of the job, or will pose an immediate direct threat to the safety of the employee or to fellow employees or the public; and
6. the supervisor has reported this concern to a command staff member as soon as practical.

28.1.2 The City may also send an employee for an FFDE when the employee is either returning to work after missing three or more shifts of work because of an injury or illness or when the employee is returning to full duty from a previous light duty position.

The written basis for ordering the FFDE described under Section 28.1.1 or Section 28.1.2 above must be provided to the employee at or before the time when the employee is directed to obtain the FFDE. The City will notify the Union, in writing, of the requirement that an employee attend an FFDE.

The FFDE must be job-related and consistent with business necessity. The basis of the FFDE shall be limited to determining whether the employee is able to perform the essential functions of his/her position without posing a direct threat, with or without restriction, based on their current job description. In order to assist with his/her analysis, the health care professional conducting the FFDE will be provided with a copy of the employee's current job description, the "Doctor's Release For Work" form provided by the City, and a copy of any written documentation of the employee's behavior or physical condition leading up to the FFDE.

The FFDE will be conducted by a health care professional who is chosen by the employee and who has expertise in the employee's specific condition(s).

Any expenses that are connected to the FFDE will be paid for under the health insurance plan that is provided to the employee by the City. Any additional costs or expenses of any kind that are connected with the FFDE (including, but not limited to, reasonable travel costs, co-pays, etc.) that are not covered by the City's health insurance shall be paid for by the City.

If the health care professional who is conducting the FFDE determines that the employee is able to perform the essential functions of his/her job without any restriction(s), and without posing any danger to themselves, their co-workers, or the public, this is the only information that will be provided to the City (i.e., the City will be informed that the employee is fit for duty and nothing more will be revealed about the employee's medical conduction). In this case, the release to return to work and/or to return to a full duty position, signed by the employee's treating physician, will be considered to be sufficient by the City, and no requirements will be imposed upon the employee, except as outlined in Section 28.2 below.

Section 28.2 *Second Opinion*: If the City, after receiving the release to return to work and/or to return to a full duty position from the initial FFDE, can demonstrate in writing the need to obtain a second medical opinion regarding the employee's condition, then the City may direct the employee to obtain an additional FFDE. The second opinion evaluation shall be performed by a recognized occupational health provider or by a specialist in a field agreed upon by both parties. All of the conditions placed on the initial FFDE shall also apply to the second medical opinion (i.e., Union must be notified in writing, second FFDE must be job-related and a business necessity, costs shall be borne by the City's health insurance plan, etc.).

Section 28.3 *Third Opinion*: In the event there are two conflicting medical opinions after following the procedures identified above, the City expressly reserves the right to send the employee for a third opinion from a health care professional jointly selected by the City and the Union, which the parties sharing the expense on an equal basis. This third opinion shall be binding on both parties.

If the parties are unable to agree on the third health care professional, each party shall submit three (3) names of qualified medical providers who will be placed on a list. The parties shall then alternatively strike names until one qualified provider remains. A coin flip shall determine who strikes first.

Section 28.4 Throughout the FFDE process, if it is determined by a health care professional that some sort of work restriction is needed in order for the employee to be able to continue to perform the essential functions of the job, or if it is determined that a danger of some sort does exist to the employee, the employee's co-workers, or the public, then the health care professional in question will provide the City with only the amount of information about such a situation that is necessary to allow the City to make a reasonable business decision about how to proceed. This will also be the case if the health care professional determines that the employee is currently unable to perform the essential functions of their position or is a danger to themselves or others either on a temporary or permanent basis. In this event, the employee, the President of the Union, and the City would meet as soon as possible to discuss the situation in an attempt to reach an agreed-

upon solution.

Section 28.5 All the time spent by the employee in either the initial FFDE, the second or third medical opinions, or any additional consultations with health care professionals in connection with this Fitness for Duty process shall be considered to be “hours worked” by the employee for the City, and the employee shall be entitled to compensation at such time in accordance with the relevant provisions of this Agreement.

## **ARTICLE 29**

### **ADMINISTRATIVE CAPTAIN ASSIGNMENTS**

Section 29.1 The Fire Chief shall be vested with the ultimate authority to appoint and remove individuals from the EMS Captain and Fire Training Captain assignments. No mandatory rotation or grandfathering of individuals into these positions shall exist. The Fire Chief, or his designee, retains the ability to reassign personnel as necessary in order to provide for the effective and efficient operation of the Department. Only company officers who have successfully completed probation are eligible for assignment, either voluntarily or involuntarily, to the role of EMS Captain or Fire Training Captain.

Section 29.2 In response to a request from the Department, requests to transfer from shift Captain to EMS Captain or Fire Training Captain will be submitted by the individual officer and forwarded through the chain-of-command to the Fire Chief. All requests to be assigned as the EMS Captain or Fire Training Captain shall clearly state the officer's basis for the request, to include a statement indicating the qualifications that make the officer well-suited to the role.

In determining whether a voluntary request for assignment as the EMS Captain or Fire Training Captain will be approved, the Department shall consider:

- Administrative Captain qualifications as outlined in the job description;
- Demonstrated aptitude for training assignments specific to Administrative Captain functions;
- Best interests of the Department;
- Overall successful career performance;
- Education; and
- Special qualifications as appropriate.

Section 29.3 Unless extenuating circumstances warrant such action, an officer will not be assigned to serve as the EMS Captain or Fire Training Captain without his or her consent. However, an officer may be involuntarily transferred when said transfer is determined to be necessary and appropriate in the best interests of the Department as determined by the Fire Chief.

When determining whether a shift Captain will be involuntarily assigned to serve as the EMS Captain or Fire Training Captain, the Department shall consider:

- The existence of a current EMS Captain or Fire Training Captain vacancy which no shift Captain has volunteered to fill (opening posted for at least 30 days);
- The availability of qualified and well-suited shift Captains who would successfully fill the assignment as determined by the Fire Chief; and
- The best interests of the Department.

The Fire Chief reserves the right to involuntarily assign a more suitable or qualified individual as the EMS Captain or Fire Training Captain in lieu of selecting any shift Captain requesting the assignment in the event the shift Captain requesting transfer is

not well-suited or otherwise qualified to successfully fill the role as determined by the Fire Chief.

The decisions to involuntarily transfer a shift Captain to serve as the EMS Captain or Fire Training Captain, or to deny the request of a shift Captain seeking appointment as the EMS Captain or Fire Training Captain, are non-grievable actions that fall within management's contractual right to direct the work force.

If an individual is assigned to either the EMS Captain or Fire Training Captain positions, and the individual serves on either the HAZMAT or TRT teams, or as SCBA Technician), that individual shall have the right to retain their team member or SCBA technician position and will continue to receive the identified compensation per Article 32 until the team or SCBA technician vacancy created by the assignment is filled per Section 32.3 and the replacement has fully completed the required training to earn full team member or SCBA technician status per Section 32.6. If the employee that is assigned EMS Captain or Fire Training Captain was serving as a 'Team Lead' position prior to the assignment, that designation will be re-assigned to an appropriate team member assigned to shift work. Under this provision, the assigned EMS Captain or Fire Training Captain would only be eligible to earn a specialty incentive at the level of team member or SCBA technician as aforementioned.

Section 29.4 Members assigned to the role of EMS Captain or Fire Training Captain will remain in the assignment for a period of no less than three (3) years from the date of appointment unless removal is warranted upon mutual agreement of the parties or for cause. Employees assigned to the role of EMS Captain or Fire Training Captain will rotate out of the assignment after three (3) years, but may serve longer than three (3) years upon request and at the direction of the Fire Chief. Employees may be rotated out of the EMS Captain or Fire Training Captain assignment with or without cause at the Fire Chief's discretion at any point after the initial three-year term has expired. No probationary period applies to the assignment as the EMS Captain or Fire Training Captain.

Any employee removed for cause from the position of EMS Captain or Fire Training Captain within the initial three-year term retains the right to appeal such removal. However, removal from the assignment at the Fire Chief's discretion after the initial three-year term has expired is not considered discipline or demotion, and cannot be grieved. The employee has no right to appeal removal from the position of EMS Captain or Fire Training Captain after the first three years so long as the rank of Captain is retained by the employee.

Upon leaving assignment as the EMS Captain or Fire Training Captain, the employee shall either return to the classification and rate of pay previously held or move into a different Administrative Captain assignment. The Fire Chief shall determine the shift to which the returning Captain will be appointed if returning to shift status, or the next Administrative Captain assignment the employee shall assume.

Section 29.5 Appointment to the position of Captain/Deputy Fire Marshal shall be made by open, competitive examination under the established civil service process for the City.

All interested and qualified members from the Department are able to test for placement on the Captain/Deputy Fire Marshal eligibility list. The Fire Chief retains the discretion to select the best-suited candidate for promotion to Captain/Deputy Fire Marshal from the three (3) top-ranking candidates on the certified eligibility list. Nothing in this provision is intended to modify any rights or privileges adhering to the City or the employee under the civil service rules as existing or as subsequently amended.

A one-year probationary period applies to promotion to the Captain/Deputy Fire Marshal, during which time the Fire Chief retains the discretion to remove the employee from the position with or without cause. Removal shall be handled in accordance with the terms of the current Agreement and/or any applicable civil service rules. The Fire Chief shall determine the shift to which the returning Captain will be appointed if returning to line status.

Section 29.6 To aid in accessibility and communication, each Administrative Captain will be provided with a City-issued smart phone. The City reserves the right to discontinue the use of City-issued phones at any time and for any reason. City employees acquire no property interest in City-issued phones, and are not entitled to due process before use of a City-issued phone is terminated. The City does not intend to encourage, nor does it authorize, employees to accrue overtime compensation by utilizing the capabilities of City-issued smart phones (including use of email and internet) during off-duty hours.

Administrative Captains will be compensated for work-related off-duty contact under the following conditions:

- 1) The employee's City-issued cellular phone records reflect work-related contacts that occurred during off-duty hours; and
- 2) The employee maintains a log that details the nature of the call and the identification of the caller, and the calls captured in the employee log correspond with the information contained in the City cellular phone records.

Time spent on work-related off-duty phone calls will aggregate and be reported for compensation on a monthly basis. When the total monthly aggregate time spent on work-related off-duty phone contact is 7 minutes 30 seconds or less, the contact will be regarded as *de minimis* and no right to compensation will accrue. When the total monthly aggregate time spent on work-related off-duty phone contact is more than 7 minutes 30 seconds, the employee will be compensated for the actual number of minutes worked.

Section 29.7 Each Administrative Captain will take home a City vehicle for the purpose of responding to calls as needed. All City employees are responsible to safeguard the City's property while it is in their custody/care and to minimize wear and tear to the extent possible. The City reserves the right to discontinue the use of City-issued vehicles at any time and for any reason. City employees acquire no property interest in City-issued vehicles, and are not entitled to due process before use of a City-issued vehicle is terminated.

## **ARTICLE 30**

### **FIRE INSPECTORS**

Section 30.1 The Fire Chief shall be vested with the ultimate authority to appoint and remove individuals from the Fire Inspector position in order to provide for the effective and efficient operation of the Department. Only journeyman fire fighters who have successfully completed probation are eligible for assignment to the role of Fire Inspector.

Vacancies at the Fire Inspector position shall be posted internally through the City's ordinary recruitment process. In determining how to fill such vacancies, the Department shall consider:

- Fire Inspector qualifications as outlined in the job description;
- Education;
- Other qualifications as appropriate;
- Overall career performance; and
- Best interests of the Department.

A one-year probationary period applies to the Fire Inspector position, during which time the Fire Chief retains discretion to remove an individual with or without cause. The decision to remove an individual during the probationary period shall be non-grievable. If removed, the Fire Chief shall determine the shift to which the returning fire fighter shall be assigned.

Following successful completion of the one-year probationary period, individuals assigned to the Fire Inspector position shall remain in such position unless removal is warranted based upon mutual agreement of the Fire Chief and the individual or upon just cause. The decision to remove an individual for cause shall be grievable consistent with Article 7.

Section 30.2 Fire Inspectors shall be paid at the monthly wage of Step 4 Fire Fighter, not including any applicable specialty pay or pro-pay. Fire Inspectors will be compensated for obtaining advanced certifications as follows:

- Fire Inspectors will earn salary increases equal to two percent (2%) of Step 4 Fire Fighter for obtaining ICC Inspector I certification within six (6) months of appointment and two percent (2%) of Step 4 Fire Fighter for obtaining ICC Inspector II certification within twelve (12) months of appointment.
- Fire Inspectors will earn salary increases equal to three percent (3%) of Step 4 Fire Fighter for obtaining up to two (2) additional certifications to be pre-approved by the Fire Chief or designee, examples of which may include Public Educator, Fire Plans Reviewer, Fire Investigator, Alarms and Sprinklers, etc. within twenty-four (24) months of appointment.
- Fire Inspectors will receive a total salary increase of ten percent (10%) of Step 4 Fire Fighter upon appointment to the position of Fire Inspector. However, if a Fire Inspector fails to obtain one or more identified certifications within the identified

time frame, the Fire Inspector will not be further compensated for the certification(s) until actually obtained.

The City agrees to provide Fire Inspectors the opportunity to obtain all certifications identified above in the identified time frames.

Fire Inspectors will not be eligible to receive any paramedic pay differential. The City agrees to maintain funding for this lost paramedic pay differential and will fill the paramedic vacancy as soon as is reasonably possible.

Section 30.3 Fire Inspectors shall work forty (40) hours per week, ten hours per day, either Monday through Thursday or Tuesday through Friday, from 0700 to 1700 hours, with a one-hour paid lunch break. The Fire Chief shall be responsible for determining individual shift assignments. The Fire Chief shall give consideration to alternate work schedules. This provision shall overwrite any meal or shift break obligations set forth under the WAC.

Section 30.4 Fire Inspectors shall be subject to the provisions of Article 25 governing forty-hour personnel, including Section 25.2 governing holidays. Accordingly, consistent with Section 2-20-010 of the Kennewick Administrative Code as presently in effect, Fire Inspectors shall be entitled to twelve (12) holidays off work with pay, including three (3) floating holidays to accrue annually on February 1, February 12, and August 31. Consistent with Section 12.2, Fire Inspectors shall not receive a lump sum holiday payment and shall instead receive holidays off with pay throughout the year.

Section 30.5 Consistent with Article 25, with the approval of the Fire Chief, line-qualified Fire Inspectors may be eligible for regular shift overtime provided it does not interfere with their normal work assignment.

Section 30.6 Fire Inspectors shall not be subject to the continuous service policy.

Section 30.7 Fire Inspectors and the Deputy Fire Marshal shall be on one (1) week pager duty rotations for off-duty work and will be compensated with a pager pay of one hour of regular time pay per day for each calendar day in that week. For the purposes of this Section a day is defined as a 24-hour period from 0800-0800. If the Fire Inspector is called in to complete a fire investigation, the pager pay will be removed for that day and they will be compensated at the "Call-in" rate for the first hour and at their normal overtime rate thereafter. During these pager duty rotations, the on-rotation employee is expected to be available and able to be present for duty throughout the one week period.

## **ARTICLE 31**

### **TRAINING WAGE**

The City and the Union agree to establish a fixed training wage for all members of the Department for voluntary training classes/courses that are compensable under the Fair Labor Standards Act (FLSA). The training wage shall be the federal or Washington State minimum wage, whichever is higher.

The training wage shall apply when the following conditions are met:

1. The employee submits a voluntary request to attend a job-related training class or course;
2. The Training Division reviews the request and determines the training class or course is compensable under the FLSA; and
3. The Training Division determines that approval of the training request is in the best interests of the Department.

The training wage shall not apply when the employee is ordered to attend a training class or course as part of his or her job requirements, nor shall it apply when the training class or course is not compensable under the FLSA.

## **ARTICLE 32**

## **SPECIALTY TEAMS**

Section 32.1 Employees who qualify for an identified specialty team, including HAZMAT, Technical Rescue, and SCBA Technician shall receive an additional 2.1% of Step 4 Fire Fighter added to their salary. Employees shall qualify for only one (1) specialty team.

Section 32.2 The composition of the HAZMAT and TRT teams at present is recognized by both parties, and if any changes to such teams occur, the employer shall notify the bargaining unit representative. Both HAZMAT and Technical Rescue Teams shall have one (1) identified "Team Lead" position. Each Team Lead shall receive an additional 2.1% of Step 4 Fire Fighter added to their salary, for a total of 4.2% additional compensation. The Logistics Utility Firefighter shall receive 2.1% of Step 4 Fire Fighter added to their salary for SCBA Technician.

Section 32.3 Notice of a vacancy of any specialty position(s) shall be posted internally through the Department's email server within ninety (90) days of notification of such a vacancy. Any vacancy shall be filled within one-hundred eighty (180) days of the vacancy.

Section 32.4 All Fire Inspectors shall receive specialty pay of 2.1% of Step 4 Fire Fighter for fire investigator work.

Section 32.5 The Captain/Deputy Fire Marshal shall receive a pro-pay of 2.1% of Step 4 Fire Fighter added to their salary for the responsibilities related to investigating fires and for being the primary overseer of all fire investigations. This position shall not be otherwise entitled to the Fire Inspector specialty pay.

Section 32.6 There shall be a trainee wage of 1% of Step 4 Fire Fighter for the Technical Rescue, and Hazmat Teams as well as for SCBA Technicians. Trainees are employees who have been selected and are training to be qualified to work on the special team/role but are in the process of obtaining the necessary certification to perform the work and become a Team Member/Technician. From the date the employee has achieved the required certification they will become a Team Member and shall receive 2.1% in lieu of the 1%. Training for specialty team roles shall not be unreasonably delayed or withheld and if necessary, a grievance may be filed regarding whether such training was unreasonably delayed or withheld. The expectation is that, barring some unforeseen event, the training shall be completed within one year.

DATED AT KENNEWICK, WASHINGTON, this \_\_\_\_ day of \_\_\_\_\_, 2024.

KENNEWICK UNION  
FIRE FIGHTERS,  
INTERNATIONAL ASSOCIATION  
OF FIRE FIGHTERS,  
LOCAL NO. 1296  
KENNEWICK, WASHINGTON

THE CITY OF KENNEWICK  
KENNEWICK, WASHINGTON

\_\_\_\_\_  
President

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Secretary-Treasurer

\_\_\_\_\_  
City Manager

**Appendix A  
Monthly Salary Schedule  
Fire Contract  
January 1, 2024**

|                                         | <b>Step 1</b>   | <b>Step 2</b>   | <b>Step 3</b>  | <b>Step 4</b>  |
|-----------------------------------------|-----------------|-----------------|----------------|----------------|
| <b>Fire Fighter</b>                     | <b>\$6,862</b>  | <b>\$7,584</b>  | <b>\$8,307</b> | <b>\$9,029</b> |
| <b>Utility Fire Fighter</b>             | <b>\$9,029</b>  |                 |                |                |
| <b>Fire Inspector</b>                   | <b>\$9,932</b>  | ---             | ---            | ---            |
| <b>Captain</b>                          | <b>\$10,112</b> | <b>\$10,564</b> | ---            | ---            |
| <b>Administrative Captain</b>           | <b>\$11,196</b> | <b>\$11,467</b> | ---            | ---            |
| <b>Battalion Chief</b>                  | <b>\$11,832</b> | <b>\$12,360</b> | ---            | ---            |
| <b>Battalion Chief/Training Officer</b> | <b>\$12,270</b> | <b>\$12,817</b> | ---            | ---            |

Fire Fighters upgraded to the Captain position will receive an additional \$5.02 per hour.

Captains upgraded to the Battalion Chief position will receive an additional \$5.87 per hour.

Fire Inspectors will receive 10% certification pay upon appointment, but must obtain the certifications identified in Section 30.2 in order to maintain certification pay.

**Appendix A  
Monthly Salary Schedule  
Fire Contract  
July 1, 2024**

|                                         | <b>Step 1</b>   | <b>Step 2</b>   | <b>Step 3</b>  | <b>Step 4</b>  |
|-----------------------------------------|-----------------|-----------------|----------------|----------------|
| <b>Fire Fighter</b>                     | <b>\$6,931</b>  | <b>\$7,660</b>  | <b>\$8,390</b> | <b>\$9,119</b> |
| <b>Utility Fire Fighter</b>             | <b>\$9,119</b>  |                 |                |                |
| <b>Fire Inspector</b>                   | <b>\$10,031</b> | ---             | ---            | ---            |
| <b>Captain</b>                          | <b>\$10,214</b> | <b>\$10,670</b> | ---            | ---            |
| <b>Administrative Captain</b>           | <b>\$11,308</b> | <b>\$11,581</b> | ---            | ---            |
| <b>Battalion Chief</b>                  | <b>\$11,950</b> | <b>\$12,483</b> | ---            | ---            |
| <b>Battalion Chief/Training Officer</b> | <b>\$12,392</b> | <b>\$12,946</b> | ---            | ---            |

Fire Fighters upgraded to the Captain position will receive an additional \$5.06 per hour.

Captains upgraded to the Battalion Chief position will receive an additional \$5.92 per hour.

Fire Inspectors will receive 10% certification pay upon appointment, but must obtain the certifications identified in Section 30.2 in order to maintain certification pay.

**Appendix A  
Monthly Salary Schedule  
Fire Contract  
January 1, 2025**

|                                         | <b>Step 1</b>   | <b>Step 2</b>   | <b>Step 3</b>  | <b>Step 4</b>  |
|-----------------------------------------|-----------------|-----------------|----------------|----------------|
| <b>Fire Fighter</b>                     | <b>\$7,173</b>  | <b>\$7,928</b>  | <b>\$8,683</b> | <b>\$9,438</b> |
| <b>Utility Fire Fighter</b>             | <b>\$9,438</b>  |                 |                |                |
| <b>Fire Inspector</b>                   | <b>\$10,382</b> | ---             | ---            | ---            |
| <b>Captain</b>                          | <b>\$10,571</b> | <b>\$11,043</b> | ---            | ---            |
| <b>Administrative Captain</b>           | <b>\$11,704</b> | <b>\$11,987</b> | ---            | ---            |
| <b>Battalion Chief</b>                  | <b>\$12,368</b> | <b>\$12,920</b> | ---            | ---            |
| <b>Battalion Chief/Training Officer</b> | <b>\$12,826</b> | <b>\$13,399</b> | ---            | ---            |

Fire Fighters upgraded to the Captain position will receive an additional \$5.24 per hour.

Captains upgraded to the Battalion Chief position will receive an additional \$6.14 per hour.

Fire Inspectors will receive 10% certification pay upon appointment, but must obtain the certifications identified in Section 30.2 in order to maintain certification pay.

**Appendix A  
Monthly Salary Schedule  
Fire Contract  
January 1, 2026**

|                                                 | <b>Step 1</b>   | <b>Step 2</b>   | <b>Step 3</b>  | <b>Step 4</b>  |
|-------------------------------------------------|-----------------|-----------------|----------------|----------------|
| <b>Fire Fighter</b>                             | <b>\$7,388</b>  | <b>\$8,166</b>  | <b>\$8,944</b> | <b>\$9,722</b> |
| <b>Utility Fire Fighter</b>                     | <b>\$9,722</b>  |                 |                |                |
| <b>Fire Inspector</b>                           | <b>\$10,694</b> | ---             | ---            | ---            |
| <b>Captain</b>                                  | <b>\$10,888</b> | <b>\$11,374</b> | ---            | ---            |
| <b>Administrative<br/>Captain</b>               | <b>\$12,055</b> | <b>\$12,346</b> | ---            | ---            |
| <b>Battalion Chief</b>                          | <b>\$12,739</b> | <b>\$13,308</b> | ---            | ---            |
| <b>Battalion<br/>Chief/Training<br/>Officer</b> | <b>\$13,211</b> | <b>\$13,801</b> | ---            | ---            |

Fire Fighters upgraded to the Captain position will receive an additional \$5.40 per hour.

Captains upgraded to the Battalion Chief position will receive an additional \$6.32 per hour.

Fire Inspectors will receive 10% certification pay upon appointment, but must obtain the certifications identified in Section 30.2 in order to maintain certification pay.

**Appendix A  
Hourly Salary Schedule  
Fire Contract  
January 1, 2024**

|                                             | <b>Step 1</b>  | <b>Step 2</b>  | <b>Step 3</b>  | <b>Step 4</b>  |
|---------------------------------------------|----------------|----------------|----------------|----------------|
| <b>Fire Fighter</b>                         | <b>\$31.77</b> | <b>\$35.11</b> | <b>\$38.15</b> | <b>\$41.80</b> |
| <b>Utility Fire Fighter</b>                 | <b>\$52.09</b> |                |                |                |
| <b>Fire Inspector</b>                       | <b>\$57.30</b> | ---            | ---            | ---            |
| <b>Captain</b>                              | <b>\$46.82</b> | <b>\$48.91</b> | ---            | ---            |
| <b>Administrative<br/>Captain</b>           | <b>\$64.59</b> | <b>\$66.15</b> | ---            | ---            |
| <b>Battalion Chief</b>                      | <b>\$54.78</b> | <b>\$57.22</b> | ---            | ---            |
| <b>Battalion<br/>Chief/Training Officer</b> | <b>\$70.79</b> | <b>\$73.95</b> | ---            | ---            |

Fire Fighters upgraded to the Captain position will receive an additional \$5.02 per hour.

Captains upgraded to the Battalion Chief position will receive an additional \$5.87 per hour.

Fire Inspectors will receive 10% certification pay upon appointment, but must obtain the certifications identified in Section 30.2 in order to maintain certification pay.

**Appendix A  
Hourly Salary Schedule  
Fire Contract  
July 1, 2024**

|                                             | <b>Step 1</b>  | <b>Step 2</b>  | <b>Step 3</b>  | <b>Step 4</b>  |
|---------------------------------------------|----------------|----------------|----------------|----------------|
| <b>Fire Fighter</b>                         | <b>\$32.09</b> | <b>\$35.46</b> | <b>\$38.84</b> | <b>\$42.22</b> |
| <b>Utility Fire Fighter</b>                 | <b>\$52.61</b> |                |                |                |
| <b>Fire Inspector</b>                       | <b>\$57.87</b> | ---            | ---            | ---            |
| <b>Captain</b>                              | <b>\$47.28</b> | <b>\$49.40</b> | ---            | ---            |
| <b>Administrative<br/>Captain</b>           | <b>\$65.24</b> | <b>\$66.82</b> | ---            | ---            |
| <b>Battalion Chief</b>                      | <b>\$55.32</b> | <b>\$57.79</b> | ---            | ---            |
| <b>Battalion<br/>Chief/Training Officer</b> | <b>\$71.49</b> | <b>\$74.69</b> | ---            | ---            |

Fire Fighters upgraded to the Captain position will receive an additional \$5.06 per hour.

Captains upgraded to the Battalion Chief position will receive an additional \$5.92 per hour.

Fire Inspectors will receive 10% certification pay upon appointment, but must obtain the certifications identified in Section 30.2 in order to maintain certification pay.

**Appendix A  
Hourly Salary Schedule  
Fire Contract  
January 1, 2025**

|                                             | <b>Step 1</b>  | <b>Step 2</b>  | <b>Step 3</b>  | <b>Step 4</b>  |
|---------------------------------------------|----------------|----------------|----------------|----------------|
| <b>Fire Fighter</b>                         | <b>\$33.21</b> | <b>\$36.70</b> | <b>\$40.20</b> | <b>\$43.70</b> |
| <b>Utility Fire Fighter</b>                 | <b>\$54.45</b> |                |                |                |
| <b>Fire Inspector</b>                       | <b>\$59.90</b> | ---            | ---            | ---            |
| <b>Captain</b>                              | <b>\$48.94</b> | <b>\$51.12</b> | ---            | ---            |
| <b>Administrative<br/>Captain</b>           | <b>\$67.52</b> | <b>\$69.15</b> | ---            | ---            |
| <b>Battalion Chief</b>                      | <b>\$57.26</b> | <b>\$59.82</b> | ---            | ---            |
| <b>Battalion<br/>Chief/Training Officer</b> | <b>\$74.00</b> | <b>\$77.30</b> | ---            | ---            |

Fire Fighters upgraded to the Captain position will receive an additional \$5.24 per hour.

Captains upgraded to the Battalion Chief position will receive an additional \$6.14 per hour.

Fire Inspectors will receive 10% certification pay upon appointment, but must obtain the certifications identified in Section 30.2 in order to maintain certification pay.

**Appendix A  
Hourly Salary Schedule  
Fire Contract  
January 1, 2026**

|                                             | <b>Step 1</b>  | <b>Step 2</b>  | <b>Step 3</b>  | <b>Step 4</b>  |
|---------------------------------------------|----------------|----------------|----------------|----------------|
| <b>Fire Fighter</b>                         | <b>\$34.21</b> | <b>\$37.81</b> | <b>\$41.41</b> | <b>\$45.01</b> |
| <b>Utility Fire Fighter</b>                 | <b>\$56.09</b> |                |                |                |
| <b>Fire Inspector</b>                       | <b>\$61.69</b> | <b>---</b>     | <b>---</b>     | <b>---</b>     |
| <b>Captain</b>                              | <b>\$50.41</b> | <b>\$52.66</b> | <b>---</b>     | <b>---</b>     |
| <b>Administrative<br/>Captain</b>           | <b>\$69.55</b> | <b>\$71.23</b> | <b>---</b>     | <b>---</b>     |
| <b>Battalion Chief</b>                      | <b>\$58.98</b> | <b>\$61.61</b> | <b>---</b>     | <b>---</b>     |
| <b>Battalion<br/>Chief/Training Officer</b> | <b>\$76.22</b> | <b>\$79.62</b> | <b>---</b>     | <b>---</b>     |

Fire Fighters upgraded to the Captain position will receive an additional \$5.40 per hour.

Captains upgraded to the Battalion Chief position will receive an additional \$6.32 per hour.

Fire Inspectors will receive 10% certification pay upon appointment, but must obtain the certifications identified in Section 30.2 in order to maintain certification pay.

**Appendix B  
Utility Fire Fighter Job Description**

Employees assigned as Utility Fire Fighters shall perform the job duties and responsibilities identified in the attached job description. The City and the Union

acknowledge that the content of the job description may need to be periodically updated or changed and agree to do so through the labor/management process.

The Fire Chief shall have authority to appoint and remove employees from role of Utility Fire Fighter in order to provide for the effective and efficient operation of the Department. Only journeyman fire fighters who have successfully completed probation are eligible for assignment to the role of Utility Fire Fighter.

Utility Fire Fighter assignments will be announced to all Department employees through City email. The Fire Chief will allow a minimum of one (1) calendar week for employees to volunteer for the assignment. If no employees volunteer for a vacant assignment, the assignment will remain unfilled. The assignment may be reposted at the Chief's discretion.

In determining who will receive the assignment, Fire Chief shall consider:

- Employees' stated interest in the assignment;
- Qualifications as outlined in the job description;
- Education;
- Overall career performance; and
- Best interests of the City.

Utility Fire Fighter assignments will be ongoing in nature. During the first year, the Fire Chief retains the right to remove an employee with or without cause. If removed, the Fire Chief shall determine the shift to which the returning fire fighter shall be assigned.

After the first year, employees will only be subject to removal upon mutual agreement of the Fire Chief and the employee or for just cause.

Utility Fire Fighters shall be paid the same monthly salary as Step 4 Fire Fighters and will remain eligible to receive the differential for maintaining paramedic status, as well as other applicable classification and/or specialty pay.

Utility Fire Fighters shall work forty (40) hours per week, Monday through Friday from 8:00 a.m. to 4:00 p.m., with a one-hour paid lunch break. The Fire Chief shall give consideration to alternate work schedules consisting of either four ten-hour shifts (4/10) or the nine-eighty schedule (9/80).

Utility Fire Fighters shall be subject to the provisions of Articles 15 and 16 of the Agreement governing sick leave and vacation, including Section 15.1 governing sick leave accrual rates and 16.1 governing vacation accrual rates for day shift personnel.

Utility Fire Fighters shall be subject to the provisions of Article 25 of the Agreement governing forty-hour personnel, including Section 25.2 governing holidays. Utility Fire Fighters shall be entitled to twelve (12) holidays off work with pay, including three (3) floating holidays to accrue annually on February 1, February 12 and August 31. Consistent with Section 12.2 of the Agreement, Utility Fire Fighters shall not receive a lump sum holiday payment and shall instead receive holidays off with pay throughout the

year.

Consistent with Article 25 of the Agreement, with the approval of the Fire Chief, Utility Fire Fighters may be eligible for regular shift overtime provided it does not interfere with their normal work assignment. Utility Fire Fighters shall not be subject to the continuous service policy.

The job descriptions, duties, and responsibilities of Utility Fire Fighters are as follows:

1) Logistic Support:

Utility Fire Fighters are responsible for coordinating with Department personnel to track, restock, and transport equipment and supplies between various locations as needed. Primary functions include but are not limited to:

- Performing apparatus checks for all vehicles in the fleet, as well as all equipment and tools on board each vehicle.
- Coordinating annual ladder, hose, and pump testing.
- Tracking equipment and inventory (asset management).
- Establishing, maintaining, and tracking proper supply inventories at all stations.
- Tracking EMS inventory and supplies.
- Facilitating annual PPE inspections and specialty cleaning; coordinating necessary repairs.
- Maintaining and tracking the PPE replacement schedule for all gear including helmets, hoods, and gloves :from purchase through retirement, and tracking expiration date alerts.
- Tracking inventory and dates of inspections, repairs, and replacements for all SCBA packs, cylinders, masks, and regulators from purchase through retirement, and tracking expiration dates for hydrostatic testing.
- Tracking inventory of all communication equipment including MDTs/MDCs, handhelds, tablets, phones, and batteries; scheduling upgrades and software adjustments.
- Other related duties as assigned.

2) Training:

Utility Fire Fighters are responsible for assisting in the training of al Department personnel and assisting partner agencies in the development of regional fire service personnel via Regional Fire Training Academies and other training as appropriate. Primary functions include but are not limited to:

- Assisting in all aspects of hands-on departmental training.
- Assisting to develop and update department SOGs.
- Tracking and documenting department training; ensuring all documentable hours are captured and recorded by department, shift, and individual to ensure compliance.
- Setting up and tearing down burn props and other training equipment.
- Accounting for and appropriately storing all training equipment.
- Maintaining familiarity and ensuring compliance with current industry rules and

- standards, including WSRB standards, WACs, RCWs, etc.
- Participating in required trainings and other professional development opportunities.
- Assisting to develop effective departmental training based on industry, state, and national standards including:
  - Selecting appropriate instruction strategies for development and delivery of fire department training curriculum.
  - Determining and evaluating effectiveness of assessment strategies and instructional tactics.
  - Determining and documenting curriculum goals/objectives, instructional strategies/delivery methods, assessments/evaluations, and measuring learning outcomes.
- Other related duties as assigned.

### 3) Community Paramedicine:

Utility Fire Fighters are responsible for assisting vulnerable populations facing barriers in identifying and utilizing appropriate community resources. Examples of potential work include assisting frequent fall patients who may benefit from grab bars or similar household alterations; educating homeless persons who may need a gateway to housing, substance abuse programs, or job opportunities; and providing assistance and support to individuals providing in-home care for ailing family members. Primary functions include but are not limited to:

- Providing education and facilitating access to resources and support for community members in need of assistance.
- Conducting in-home visits and evaluations.
- Performing client assessments and providing recommendations for follow-up actions.
- Contacting and coordinating resources with outside support agencies and medical facilities.
- Advocating on behalf of community members in need of assistance.
- Developing and improving community paramedicine programs within the Department and with our community partners.
- Marketing community paramedicine programs to internal and external customers.
- Establishing and maintaining community partnerships and coalitions.
- Other related duties as assigned.

Utility Fire Fighters must meet the following minimum qualifications:

- Must have successfully completed the JATC Program with a minimum of three (3) years' experience with the Department.
- Must maintain a valid driver's license.
- Must maintain a National Registry or Washington State Emergency Medical Technician Certificate.
- Must consistently demonstrate the core values of the City and the Department.
- Must demonstrate the ability to communicate clearly and work effectively with staff

members, other City employees, and the community.

- Must demonstrate the ability to establish and maintain professional, cooperative working relationships.
- Must demonstrate initiative and the ability to work independently.
- Must demonstrate exemplary customer service and responsiveness.
- Must follow safe work practices and procedures.
- Utility Fire Fighters assigned to community paramedicine duties must maintain a Washington State Certified Mobile/Intensive Care Paramedical Certificate, with recertification as required by the State.

**2024-2026  
COLLECTIVE BARGAINING AGREEMENT**

\_\_\_\_\_ **BETWEEN THE CITY OF KENNEWICK**

\_\_\_\_\_ **AND**

\_\_\_\_\_ **THE KENNEWICK UNION FIRE FIGHTERS ASSOCIATION  
—INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL #1296**

\_\_\_\_\_ TENTATIVE AGREEMENT DRAFT

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2024-2026  
COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE CITY OF KENNEWICK  
AND  
THE KENNEWICK UNION FIRE FIGHTERS ASSOCIATION  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL #1296

This Collective Bargaining Agreement, hereinafter referred to as the "Agreement", made and entered into by and between the City of Kennewick, Washington, hereinafter referred to as the "City", and the Kennewick Union Fire Fighters International Association of Fire Fighters, Local #1296, ~~hereinafter~~hereinafter referred to as the "Union", respectfully has as its purpose the setting forth of the Agreement between the parties on matters relating to wages, hours and working conditions and the promotion of mutual understanding between the parties.

- 
- ~~Kelly Day Scheduling and Fire Officer Development Program – June 13, 2018.~~
  - ~~Utility Firefighter Assignments – July 2, 2019.~~

WITNESSETH:

~~The City and the Union recognize that harmonious relations should be maintained between the City and the Union for the benefit of the public. All will benefit by continuous peace and by adjusting any differences which may arise by rational~~ common sense~~commonsense~~ methods.



**ARTICLE 1**  
**TERM AND SCOPE OF AGREEMENT**

**Section 1.1** This Agreement shall be and hereby does become effective January 1, ~~2024~~~~2024~~, and shall remain in full force and effect to and including December 31, ~~2026~~~~2026~~. To amend this contract, either party shall notify the other on or before May 1, ~~2026~~~~2026~~ of its desire to terminate or amend the same. Termination or amendment of the same shall be effective January 1 of the following year. The proposed changes, which shall constitute the subject of the negotiations for amendment, shall accompany each notice of such termination or amendment. This Agreement shall be subject to such changes or modifications as shall be mutually agreed upon by the parties hereto, but such changes or modifications, if made, shall not be retroactive unless mutually agreed upon by both parties. The parties acknowledge that each party has had the right and opportunity to make demands and proposals with respect to any matter which is a proper subject of collective bargaining. The results of the exercise of that right are set forth in this Agreement.

Neither party waives the right to open discussions on any subject during the life of this Agreement. It is expressly understood that these discussions are not subject to the Impasse Procedures provided in RCW 41.56.

**Section 1.2** It is understood and agreed that if, during the term of this Agreement, mandatory laws applicable to and in conflict with any of the provisions hereof shall become effective and thereafter govern the parties in respect to such conflicting provisions, then and in that event, this Agreement shall be subject to revisions by mutual agreement of the parties hereto covering changes in the provisions which conflict.

**Section 1.3** It is understood by both parties that the terms of this Agreement shall be applicable to all full-time regular fire fighters except the Fire Chief, Operations Chief, Deputy Chief and Administrative 40-hour per week employees whose duties and/or job descriptions are similar to other City employees in non-fire related occupations.

**Section 1.4** This document constitutes agreements on negotiable items and no verbal statements made prior to execution hereof shall supersede any of the provisions contained herein.

**ARTICLE 2**  
**UNION MEMBERSHIP/SECURITY**

**Section 2.1** The negotiation and administration of this Agreement entail expenses that the Union recognizes are appropriately shared by all employees who are beneficiaries of this Agreement. The terms and conditions of this Agreement with regard to Union membership or the payment of an agency shop fee or alternatives are set forth below in accordance with RCW 41.56.

The parties agree that it is not a condition of employment to be a member of the Union based on the Supreme Court of the United States ruling, *Janus v. AFSCME*, in 2018. However, in order to preserve solidarity, employee benefits, and job security, the Union encourages all eligible employees to become a Union member and remain a Union member in good standing. The Union believes that Union membership is a means to ensure the acquisition and maintenance of excellent benefits and job security. The employer, while having to remain neutral in regard to membership, recognizes the Union as the sole bargaining unit representative relative to wages, hours, and working conditions for all firefighters and officers as enumerated in RCW 41.56. Employees desiring to become, and/or remain, a member of the Union shall advise the employer with an "opt-in" letter provided by the Union that authorizes the deduction of Union dues/fees from the wages of employees who have chosen to "opt-in" and forward them to the Union each month. Conversely, those who choose to "opt-out" of Union membership shall advise the employer in the same manner.

**Section 2.2** The City will deduct membership dues and will pay them to the ~~Local #4296~~[Union](#) from the wages of all employees who in writing have authorized the City to do so, and will submit a monthly accounting of such deduction giving the amount deducted opposite the employee's name as long as such assignment is not revoked or beyond the termination of this Agreement, whichever occurs first.

The City shall have no obligation to deduct the dues of any employee whose net pay for the payroll period, after all of the deductions, is insufficient to cover the amount of the dues for the particular period. The Union shall not hold the City responsible for any loss of dues or costs resulting from insufficient net pay for any employee. The Union agrees to refund to the City any amounts paid to it in error on account of payroll deduction provisions upon presentation of proper evidence thereof. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken by the ~~Employee~~[employee](#) or Union under the provisions of Section 2.2. Monthly dues will be divided between the two pay periods.

**Section 2.3** The City shall furnish bulletin board space for the use of the Union for posting Union announcements and data. Any announcements or notices found objectionable by the Fire Chief or the City Manager shall be removed, except this shall not be done in an arbitrary manner.

82 The Union shall take full responsibility for the content of any material placed on the  
83 bulletin board, agreeing to indemnify and hold the City harmless against any and all  
84 claims, suits, orders, or judgments brought or issued against the City as a result of any  
85 material so posted.

86  
87 Section 2.4 Upon request, the Union agrees to furnish the City with an up-to-date list of  
88 all its Union Officers and Negotiating Committee ~~Members~~members. The Union also  
89 agrees to immediately notify the City in writing of any and all changes thereto.

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91 Section 2.5 Union activities shall not interfere with Kennewick Fire Department,  
92 hereinafter referred to as "Department", operations. Neither the City nor the Union shall  
93 interfere with the right of the employees covered by this Agreement to become or not  
94 become members of the Union, and there shall be no discrimination against any such  
95 employees because of lawful Union membership or non-membership activity or status.

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**ARTICLE 3**  
**CITY SECURITY**

Section 3.1 The City and the Union signatory to this Agreement agree that the public interest requires the efficient and uninterrupted performance of fire related services. During the term of this Agreement, the Union and/or the employees covered by this Agreement shall not engage in any work stoppage, strike or slowdown while on duty.

Section 3.2 Because of the emergency nature of fire services, and the necessity for the protection of the lives and property of the citizens of the community, the City pledges not to cause a lock out of members of the ~~bargaining unit~~Union.

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**ARTICLE 4**  
**CLASSIFICATIONS**

Section 4.1 The wage rates and positions of **all full-time** regular employees of the ~~City of Kennewick Fire~~ Department covered by the terms of this ~~collective bargaining agreement~~Agreement shall be listed in Appendix "A" attached hereto. The Union may represent probationary employees during their probationary period, except that probationary employees may not appeal discharge under the terms of this Agreement; however, this does not constitute a waiver of applicable public law.

Section 4.2 When it is found necessary to add new classifications to the ~~Fire~~ Department, the City Manager and Fire Chief will establish an appropriate wage level and conditions of new ~~classifications~~classifications. If the classification falls within the Union bargaining unit, the City Manager and the Union shall reach an agreement on wages and conditions of said new classifications and said agreement to be subject to approval of the Union and the City Council.

Section 4.3 The City and the Union agree that they will not discriminate unfairly against any employee by reason of race, creed, color, sex, national origin, religious beliefs or marital status. Whenever words denoting the masculine gender are used in this Agreement, they are intended to apply equally to either gender.

**ARTICLE 5**  
**RECOGNITION**

Section 5.1 The City is engaged in public service which requires continuous operation and it is agreed that recognition of such obligation of continuous service during the term of this Agreement is imposed on both the City and the members of the Union.

Section 5.2 The Union agrees that its members, who are employees of the City, shall individually and collectively perform efficient work and services; and that they shall avoid and discourage waste of materials, time and manpower; that they shall use their influence and best efforts to protect the property of the City and its interest and to prevent loss of tools and materials; and that they shall cooperate with the City in promoting and advancing the welfare of the City and the service.

Section 5.3 The City retains the right to exercise discipline for just cause in the interest of good service and the proper conduct of its business provided that any regular employee (or his representatives) who has been laid off, disciplined or discharged, shall be advised of the reason or reasons for such action.

Section 5.4 The City retains the right to establish reasonable work rules and determine reasonable schedules of work and to establish the methods and processes by which work is to be performed.

Section 5.5 No member of the ~~bargaining unit~~Union using reasonable judgment and actions shall be held personally liable for any damages or claims for same resulting from any act of commission or omission which may arise as a result of his or her employment by the City.

Section 5.6 The Union hereby pledges for itself and all of its members, the employees of the City, that they will continue to perform their work effectively and efficiently to the best of their ability and will continue to perform their work effectively and efficiently, as based on the performance of their peers.

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**ARTICLE 6**  
**EMPLOYER'S RESPONSIBILITIES**

Section 6.1 Subject to governing laws, all responsibilities and authorities held by the City at the present time, which are not included in this Agreement, shall remain in force, unchanged and unaffected in any manner by this Agreement. These responsibilities and authorities include, but are not limited to, the following:

6.1.1 To recruit, assign, transfer and promote members to the positions within the Department.

6.1.2 To suspend, demote, discharge or take other disciplinary actions against members for just cause.

6.1.3 To determine methods, means and personnel necessary for the Department operations.

6.1.4 To control the Department budget.

6.1.5 To take whatever actions are necessary in emergencies in order to assure the proper functions of the Department.

Section 6.2 Definition of Emergency. If in the sole discretion of the City, it is determined that extreme civil emergency conditions exist, including but not limited to riots, civil disorders, floods or other similar catastrophes, the provisions of this Agreement may be suspended. However, all provisions of this Agreement shall be immediately reinstated once a civil emergency condition ceases to exist.

Should such an emergency arise, the ~~local~~ Union President shall be advised as soon as possible of the nature and expected duration of the emergency.

**ARTICLE 7**  
**GRIEVANCES AND ARBITRATION**

**Section 7.1** Union employee grievances or disputes which may arise shall be settled in the following manner: The Union Grievance Committee, upon receiving a written and signed petition from a Union member, shall determine if a grievance exists. If in their opinion no grievance exists, no further action is necessary. If a grievance does exist with a disagreement involving an interpretation or application of this Agreement or any other written agreement between the Union and the City, then the Union Grievance Committee shall, with or without the employee, present the grievance in writing to the Fire Chief within thirty (30) calendar days following the event giving rise to such grievance for adjustment. The written grievance will include at least a statement including the section of the agreement allegedly violated, the facts, and the remedy sought. If the written grievance is not presented in thirty (30) calendar days following the event of such grievance, the grieving party shall forfeit and waive such grieved rights. The Fire Chief will answer the Union grievance within fifteen (15) calendar days of the grievance being served on the Fire Chief. If the decision is not satisfactory to the Union, the grievance shall be referred to the City Manager in writing within fifteen (15) calendar days, who will render a decision within fifteen (15) calendar days. If the decision is not satisfactory to the Union, the grievance shall be referred to arbitration in writing within fifteen (15) calendar days and submitted to a recognized arbitrator.

The parties shall attempt to agree upon an arbitrator within five (5) calendar days after the grievance is referred to arbitration. In the event the parties are unable to agree on an arbitrator within the five (5) day period, the parties shall immediately agree upon the Federal Mediation and Conciliation Service, the American Arbitration Association, PERC or a mutually agreeable source, to submit a panel of five (5) arbitrators for consideration. Either party may reject one (1) entire panel and request that a new panel be submitted by the same source. Once a source is agreed upon to provide a panel, the two parties will stay with that source unless both mutually agree to use another source.

In selecting an arbitrator from a five (5) member panel, the party requesting arbitration shall strike the first two names. The other party shall then strike two names. The remaining person shall be the arbitrator. In the event an odd-numbered panel of arbitrators exceeding five (5) is given to the parties, the party requesting arbitration shall strike the first two names, and the other party shall then strike two names. The party requesting arbitration shall then strike one name, and the other party shall strike one name. This process shall continue until only one name remains, and that person shall be the arbitrator. The Arbitrator shall be notified of his or her selection by joint letter from the Union and the City requesting that a time and place be set for the arbitration subject to the availability of the Union and City representatives. All hearings shall be conducted in Kennewick, Washington unless the parties mutually agree otherwise.

Failure to appeal the grievance within specified time limits will render the decision acceptable and not subject to further review. The cost of the arbitrator shall be borne equally by the City and the Union on a fifty-fifty (50-50) basis, and each party shall be

responsible for the cost of presenting its own case. The arbitrator shall render his or her decision based on the interpretation and application of the provisions of this Agreement. The decision shall be final and binding upon the parties to the grievance.

Neither the arbitrator nor any person or persons involved in the grievance procedures shall have the power to negotiate new ~~agreements~~ [agreements](#) or to change any of the present provisions of this Agreement.

Section 7.2 City grievances shall be settled in the following manner: If the City determines a grievance does exist involving the interpretation or application of this Agreement or any other written agreement between the Union and the City, then the City shall present the grievance in writing to the [Union President of the I.A.F.F. Local #1296](#) within thirty (30) calendar days following the event giving rise to such grievance for adjustment. The written grievance will include at least a statement including the section of the Agreement allegedly violated, the facts and the remedy sought. If the written grievance is not presented in thirty (30) calendar days following the event of such grievance, the City shall forfeit and waive such grieved rights. The [I.A.F.F. Union](#) President will answer the City grievance within fifteen (15) calendar days of the grievance being served on the President. If the decision is not satisfactory to the City, the grievance shall be referred to arbitration in writing within fifteen (15) calendar days and submitted to a recognized arbitrator.

The parties shall attempt to agree upon an arbitrator within five (5) calendar days after the grievance is referred to arbitration. In the event the parties are unable to agree on an arbitrator within the five (5) day period, the parties shall immediately agree upon the Federal Mediation and Conciliation Service, the American Arbitration Association, PERC or a mutually agreeable source, to submit a panel of five (5) arbitrators for consideration. Either party may reject one (1) entire panel and request that a new panel be submitted by the same source. Once a source is agreed upon to provide a panel, the two parties will stay with that source unless both mutually agree to use another source.

In selecting an arbitrator from a five (5) member panel, the party requesting arbitration shall strike the first two names. The other party shall then strike two names. The remaining person shall be the arbitrator. In the event an odd-numbered panel of arbitrators exceeding five (5) is given to the parties, the party requesting arbitration shall strike the first two names, and the other party shall then strike two names. The party requesting arbitration shall then strike one name, and the other party shall strike one name. This process shall continue until only one name remains, and that person shall be the arbitrator. The Arbitrator shall be notified of his or her selection by joint letter from the Union and the City requesting that a time and place be set for the arbitration subject to the availability of the Union and City representatives. All hearings shall be conducted in Kennewick, Washington unless the parties mutually agree otherwise.

Failure to exercise this option will render the decision acceptable and not subject to further review. The cost of the arbitrator shall be borne equally by the City and the Union on a fifty-fifty (50-50) basis, and each party shall be responsible for the cost of

284 presenting its own case. The arbitrator shall render his or her decision based on the  
285 interpretation and application of the provisions of this Agreement. The decision shall be  
286 final and binding upon the parties to the grievance. Neither the arbitrator nor any  
287 person or persons involved in the grievance procedure shall have the power to  
288 negotiate new agreements or to change any of the present provisions of this  
289 Agreement.

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**ARTICLE 8**  
**RIGHTS AND PRIVILEGES**

Section 8.1 All rights and privileges held by the employees at the present time which are not included in this Agreement shall remain in force, unchanged and unaffected in any manner by this Agreement.

Section 8.2 The ~~Fire Chief of the Fire Department~~ and the City may adopt rules and regulations for the operation of the Department and the conduct of its employees. Such rules shall not conflict directly or indirectly with the Union's rights to bargain any of the provisions of this Agreement, other written agreements between the parties, Civil Service regulations or an existing arbitration award or past practice without agreement of the Union.

**ARTICLE 9**  
**HOURS OF WORK**

**Section 9.1** The ~~Fire~~ Department schedule per year will be ~~408~~108 shifts, or an approximate average of 49.8 hours per week shall constitute the standard work week, and 24 hours the standard work shift. The Fire Chief, subject to the approval of the City Manager, shall establish appropriate work shifts (commencing at 8:00 a.m.) and scheduled days of rest.

Kelly days will be chosen by the employee in order to reach the identified 108 shifts per year. However, if paramedic overtime exceeds the agreed-upon threshold, the City and the Union agree Section 9.1 of the CBA will be reopened upon receipt of a written request from either party.

In an effort to reduce potential situations in which off-duty paramedics are called in to work an overtime shift to specifically fill a paramedic need when the identified preferred staffing is otherwise met, the City and Union agree as follow:

- 1) The City will seek to maintain a level of paramedic staffing of at least twenty-seven (27) line paramedics, based on the current allocation of five fire stations. If the City drops below the paramedic staffing of at least 27 line paramedics based on the voluntarily choice of a member giving up his/her status as a paramedic, the City will have a grace period of 12 months to return to 27 or more line paramedics.
- 2) The Union will seek to maintain less than one hundred and twenty (120) hours in a calendar year in which an off-duty paramedic is called in to work an overtime shift when the identified preferred staffing is otherwise met.
- 3) If the City maintains paramedic staff as described in Section 1 and experiences more than 120 hours of paramedic overtime as described in Section 2, the City and Union agree to immediately reopen the negotiations upon receipt of a written request from either party as to the issue of Kelly Day scheduling for paramedics, and to consider other potential solutions intended to reduce paramedic overtime which occurs when the preferred staffing level is otherwise met.
- 4) Instances requiring overtime in which the preferred staffing level is not met, and the overtime position needs to be a paramedic will not count towards the 120 hours described in Section 2 above. The hours identified in Section 2 above apply when the preferred staffing level is met and an off-duty paramedic is required to work overtime in order to maintain ALS service at every station.

**Section 9.2** The work week will be as follows, with the final schedule established by the Fire Chief. There will be three (3) shifts, each shift working twenty-four (24) hours on, twenty-four (24) hours off, twenty-four (24) hours on, twenty-four (24) hours off, twenty-four (24) hours on, ninety-six (96) hours off, then repeat.

**Section 9.3** The normal minimum work shift will be as follows:

## WORK HOURS

Monday thru Saturday      Holiday      Sunday

Emergency and  
Non-emergency work      0800 – 1730      0800 – 1000      0800 – 1200

This period will include 1 hour of physical training and required breaks and lunch.

Emergency and  
Related work      1730 – 0700

Emergency and  
Non-emergency work      0700 – 0800      0700 – 0800      0700 – 0800

Definition – Related work when pertaining to Emergency work will be all duties  
associated with the actual performance of emergency responses, including return to  
service, clean-up, and reporting.

Monday-Saturday      Sunday      Holiday

|                                          |                  |                  |                  |
|------------------------------------------|------------------|------------------|------------------|
| <u>Emergency and non-emergency work*</u> | <u>0800-1730</u> | <u>0800-1200</u> | <u>0800-1000</u> |
| <u>Emergency and related work</u>        | <u>1730-0700</u> | <u>1200-0700</u> | <u>1000-0700</u> |
| <u>Emergency and non-emergency work</u>  | <u>0700-0800</u> | <u>0700-0800</u> | <u>0700-0800</u> |

\*This period will include one (1) hour of physical training and required breaks and lunch.

Related work is defined as all duties associated with the actual performance of  
emergency responses, including return to service, clean-up and reporting.

### Section 9.4 Continuous Service Policy

- 9.4.1 All overtime shall be offered as far in advance as possible to be filled via volunteers whenever possible, and all efforts must be exhausted to obtain volunteers when attempting to fill overtime.
- 9.4.2 Notification for a known overtime need for the following shift shall be announced by 1000 hours of the current shift whenever possible, and time given to respond to the overtime opportunity shall be no less than four (4) hours in length.
- 9.4.3 The continuous service policy shall be utilized when no one volunteers to work overtime.

- 385 9.4.4 The continuous service policy shall be utilized to maintain the preferred  
386 staffing level as identified by departmental SOG.  
387
- 388 9.4.5 Use of the continuous service policy shall be based on the needed  
389 rank or certification and will be filled by the individual possessing the  
390 needed qualifications who also has the lowest year-to-date overtime  
391 accrual hours.  
392
- 393 9.4.6 On-duty personnel that will not be starting their long change the  
394 following shift, or do not have a Kelly day, vacation or shift trade  
395 scheduled the following shift shall be assigned to fill the overtime for  
396 the following shift and notified prior to shift change as soon as  
397 possible.  
398
- 399 9.4.7 A continuous service assignment may be refused by an employee if  
400 the employee can produce evidence that he/she has a previous  
401 commitment that will cause an unreasonable personal burden  
402 (including but not limited to plane tickets, doctor appointment, tickets to  
403 a performance or event, family celebration, anniversary, birthday, etc.).  
404
- 405 9.4.8 Employees shall be notified by 1900 hours that they are up for a  
406 continuous service assignment as the first or second option for the  
407 rank, certification or specialty needed.  
408
- 409 9.4.9 Employees who are assigned to continuous service will be allowed to  
410 arrange for another equally qualified person to work part or all of the  
411 overtime hours but will be required to remain on duty until relieved.  
412 Each employee will be paid at the overtime rate for the hours that  
413 he/she worked.  
414
- 415 9.4.10 If a continuous service assignment is generated mid-shift due to an on-  
416 the-job injury, sickness or family emergency, the overtime shall be  
417 filled by first calling the off-duty personnel from the previous shift, with  
418 those on long change called last.  
419
- 420 9.4.11 Except in the instance of an on-the-job injury, sickness, family  
421 emergency or scheduled vacation, an employee will not leave his/her  
422 assigned duty shift until relieved of duty.  
423
- 424 9.4.12 In the event an employee is holding over in an overtime capacity until  
425 another employee arrives to work the overtime, whether filled  
426 voluntarily or by a continuous service assignment, the overtime hours  
427 worked will be split between the employees.  
428
- 429 9.4.13 For consecutive shift moves between stations as a result of overtime or  
430 last-minute scheduling changes, the holdover will receive overtime until

relieved in addition to the overtime received by the person moving stations.

9.4.14 For consecutive shift moves between stations as a result of a shift trade, the [Local Union](#) agrees to cover for the employee by means of either early relief or holdover, with no overtime paid in those instances. However, overtime will be paid if a holdover is needed as a result of a late call.

9.4.15 Those who are assigned continuous service shall have the option of having continuous service overtime added to the overtime list at a rate of [two \(2\)](#) hours for each hour worked.

9.4.16 The City shall implement an SOG relating to the preferred staffing level.

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**ARTICLE 10**  
**OVERTIME AND PREMIUM RATES**

Section 10.1 The formula for calculating the hourly overtime rate shall be as follows:  
Employee's annual salary, divided by 2,592 hours, times one and one-half (1.5).  
The City agrees to appropriate funds to pay employees for overtime pay earned.

Section 10.2 The hourly overtime rate shall be paid for:

- 10.2.1 Hours in excess of the scheduled work shift at the request of the Fire Chief or his representative.
- 10.2.2 Shifts worked on scheduled days of rest at the request of the Fire Chief or his representative.
- 10.2.3 Call-in emergency work after the first hour at the request of the Fire Chief or his representative.
- 10.2.4 Overtime will be paid to off-duty employees for time served as witnesses in court when said court appearances are the result of employment with the City.
- 10.2.5 When on-duty personnel are ordered to cover a personnel shortage up to and including one (1) hour past the end of the scheduled work shift.

Section 10.3 Premium Rates:

- 10.3.1 For any all-calls, employees shall receive two (2) hours pay at the overtime rate for the first hour of work.
- 10.3.2 For any other type of call-in emergency work, three (3) hours pay at the overtime rate for the first one hour of work.
- 10.3.3 When a minimum of four (4) hours' notice is provided for call-in work, payment shall be at the overtime rate only.
- 10.3.4 During any 24-hour shift, the maximum amount of premium pay and/or overtime pay that a bargaining unit member an employee is entitled to receive is the equivalent of twenty-four (24) hours of overtime. Therefore, the provisions of this Article shall not be interpreted as entitling an employee to any amount of premium pay or overtime pay in excess of this maximum amount.
- 10.3.5 When on-duty personnel are ordered to cover a personnel shortage, and the employee is required to work more than one hour, and less than four hours' notice has been given, the call-in rate as outlined in Section 10.3.2 shall apply to the first hour after the end of the scheduled

work shift.

~~24 hour period defined: The 24 hour period will be considered to be uninterrupted in instances where an employee has notified the B/C of his intent to carry the Emergency Callback Pager prior to 07:45 hours that day but was held over for a period of not more than 1 hour and immediately upon being relieved from duty picked up one of the Emergency Callback Pagers.~~

Section 10.54 Under the following circumstances, the employee shall be compensated as outlined below for moving personnel and gear between fire stations:

- 10.54.1 When an on-duty employee is authorized to move to another station for their next scheduled shift, the time spent moving gear off-duty shall not be considered compensable time.
- 10.54.2 If an off-duty employee is requested to move from their scheduled station to another station prior to the start of their scheduled shift, the time spent moving gear shall be compensable at the rate equivalent to fifteen (15) minutes of overtime at the ~~Top Step Firefighter (TSFF)~~ 4 Fire Fighter rate with the final amount rounded to the nearest dollar. The only exception is when premium pay is given for call-in overtime, at which time the premium pay covers the required move.
- 10.54.3 The City shall not provide compensation for shift trades, stand-ins, or substitutions. However, the employee may submit a request for mileage reimbursement as stated in Section 10.54.4.
- 10.54.4 All other mileage reimbursement shall be in accordance with City policy, including travel in privately operated vehicles (POVs), provided that the use of a POV by an employee is pre-authorized by the Shift Battalion Chief.

**ARTICLE 11**  
**MEDICAL AND DENTAL**

Section 11.1 The City shall pay for a \$25,000 Life Insurance policy for ~~Fire Department~~ employees covered under this ~~bargaining agreement~~Agreement.

Section 11.2 The City shall make available a consumer medical and vision insurance plan for its employees and dependents. The City shall make available dental insurance for its employees and dependents and shall pay the total premium for such insurance.

Employees covered by this Agreement shall be insured by a medical and vision insurance plan through AWC that includes dependent coverage and major medical coverage for employees and dependents. The parties agree that AWC controls the plan design and the Board of Trustees may make changes from time to time.

Employees and their dependents will remain on the HealthFirst \$250 deductible plan. Employees will be responsible for five percent (5%) of the health insurance premium costs applicable to the level of coverage they select for themselves and their dependents (single, married, married with dependents, etc.).

The City agrees that there shall be no decreases in medical benefits for the life of this Agreement, with the exception of those made by the benefit trust board of the Association of Washington Cities. If AWC's benefit trust board does make changes as described above, the City agrees to bargain with the Union over the impacts of those changes.

Section 11.3 The City shall contribute \$75 per month to the ~~Washington State Council of Firefighters~~IAFF Medical Expense Reimbursement Plan (MERP) for each ~~member of the bargaining unit~~employee.

## ARTICLE 12 HOLIDAYS

Section 12.1- The following are holidays for all ~~regular and probationary fire department bargaining unit employees members~~:

- ~~1.~~ 1. New ~~Year's~~ Year's Day (January 1st)
- ~~2.~~ 2. Martin Luther King's Birthday (3rd Monday of January)
- ~~3.~~ 3. President's Day (3rd Monday of February)
- ~~4.~~ 4. Memorial Day (Last Monday in May)
- ~~5.~~ ~~Independence Day~~ 5. Fourth of July (July 4th)
- ~~6.~~ 6. Labor Day (1st Monday in September)
- ~~7.~~ ~~Veteran's~~ 7. Veteran's Day (November 11th)
- ~~8.~~ 8. Thanksgiving Day (4th Thursday in November)
- ~~9.~~ 9. The day ~~after~~ immediately following Thanksgiving Day
- ~~10.~~ 10. Christmas Day (December 25th)

Any special holiday proclaimed by the Governor or the Kennewick City Council and granted to all other City employees shall be enjoyed by ~~the bargaining unit member employees~~ as well.

Section 12.2 Holidays shall be observed as follows:

### 24-hour shift employees:

It is recognized that all personnel may not be absent from duty on the above identified holidays. However, the holidays are creditable as official holidays for salary purposes.

Personnel shall receive, in the first week of December, a lump sum as compensation for work performed on any/or all holidays as stipulated above. Compensation shall be equal to twelve (12) hours of pay at the employee's straight time rate for each holiday. Personnel who are not employed the entire calendar year shall only be compensated for the holidays listed above which fall within their term of employment. Any future or additional holidays proclaimed by the Governor or the Kennewick City Council and granted to all other City employees shall be added to the list of holidays above and compensated at the twelve (12) hours of straight time rate.

Each 24-hour shift shall schedule three (3) floating holidays to be observed by all shift personnel. The work hours on these floating holidays shall be in accordance with the holiday work hour schedule as outlined in Article 9 Hours of Work, Section 9.3. Personnel shall receive no additional compensation for these floating holidays.

### 40-Hour Personnel

Personnel shall not receive a lump sum payment and instead shall receive the identified holidays off with pay throughout the year. Personnel shall also receive two (2) floating holidays off with pay throughout the year.

**ARTICLE 13**  
**SAFETY**

Section 13.1 The City will provide safety measures and safety rules to minimize accidents and health hazards to the employees during their hours of employment. The Union agrees to cooperate with the City to the end that the employees shall use such safety equipment when so provided and observe such safety and health regulations as provided by the City.

Section 13.2 The City agrees to furnish employees turnout uniforms gear and related protective equipment. In addition, the City will budget appropriate funds to be used to furnish and replace standard work shirts with insignias, pants and jackets and dress shoes or boots. The employee in consideration thereof shall report at the start of each shift in a clean and presentable condition.

## **ARTICLE 14**

### **TEMPORARY ASSIGNMENT**

Section 14.1 In connection with the Civil Service Commission's certification of promotional eligibility lists, the following requirements shall take effect for temporary assignments:

Battalion Chief: In the event there is no Battalion Chief on duty, nor an on-duty Captain who is on the Battalion Chief promotional list, the position shall be filled in the following order:

- 1) Any on-duty Captain who has completed the Fire Officer Development Program for Battalion Chief, with preference given to members who have declared their intention to test;
- 4) 2) From the overtime list, by an off-duty ~~person of the same rank~~ Battalion Chief or ~~an off-duty person on~~ Captain who meets the Battalion Chief promotional list ~~above~~ requirements;
- 2) By the best qualified on-duty person, as determined by the Chief, or his designee.
- 3) If, after following these steps, the position is still vacant, the Continuous Service Policy as outlined in Section 9.4 of this Agreement will be utilized.

Captain: In the event there is no Captain on duty, nor an on-duty ~~firefighter~~ fire fighter who is on the Captain's promotional list, the position shall be filled in the following order:

- 1) An on-duty ~~firefighter~~ fire fighter who has completed the Fire Officer Development Program for ~~Fire~~ Captain, with preference given to members who have declared their intention to test, or an on-duty ~~firefighter~~ fire fighter who has completed Step 1 of the Program;
- 2) If there are fewer than twelve (12) ~~Local member~~ employees who, at a minimum, have completed Step 1 or are on a current promotional list, a written list of individuals qualified to temporarily upgrade to the position of ~~Fire~~ Captain as necessary to bring the total number up to ~~twelve (12)~~ will be established. This established list shall be submitted by the Fire Chief based on parameters agreed upon by the ~~Fire~~ Chief and the ~~Local Union~~. Parameters will include placement on a prior promotional list, members with at least ten (10) years of service to the Department, and other qualifications as recognized by the Fire Chief and the ~~Local Union~~. Those individuals placed on the list will have the option to deny placement on the list. Once at least ~~twelve (12)~~ Local members have completed Step 1, then completion of Step 1 becomes the minimum requirement to upgrade to Captain. If the number of active participants that have completed, at a minimum, Step 1 drops below ~~twelve (12)~~, the Fire Chief will submit a new list, and so on;
- 3) From the overtime list, by an off-duty officer or an off-duty ~~firefighter~~ fire fighter who is either on the Captain promotional list or has completed, at a minimum, Step 1 of the Program;

- 4) If, after following these steps, the position is still vacant, the Continuous Service Policy as outlined in Section 9.4 of [the CBA](#) [this Agreement](#) will be utilized.

~~The Parties will continue in good faith their work on the Officer Development Task Book for Battalion Chief with the intent of utilizing it as a part of the requirements for a temporary assignment to a Battalion Chief position.~~

Section 14.2 It is understood that the employees temporarily acting in a supervisory capacity are covered by the terms of this entire section.

Section 14.3 Upgrades or acting appointments for Captains shall receive an increase equivalent to the difference between ~~top step fire fighter~~ Step 4 Fire Fighter and Step 1 Captain.

Section 14.4 Upgrades or acting appointments for Battalion Chief shall receive an increase equivalent to the difference between ~~top step~~ Step 2 Captain and Step 1 Battalion Chief.

Section 14.5 Temporary, provisional, and promotional appointments shall go to the first step in the salary range that gives them an increase.

Section 14.6 In the event an employee completes only a portion of a shift in an upgrade classification, he shall only receive the upgrade pay in proportion to the amount of the shift hours worked in any upgrade.

Section 14.7 The promotional testing for Captain and Battalion Chief shall be as determined by the Civil Service Commission.

## **ARTICLE 15**

### **SICK LEAVE**

Section 15.1 ~~LEOFF II employees~~ Employees shall earn sick leave and may be granted time off with pay covering periods of illness or involuntary physical incapacity except time off caused by accidents or involuntary physical incapacity in connection with other gainful employment.

Sick leave will be accrued as follows:

40-hour per week employees:        8 hours per month

24-hour shift employees:

- 1) During the first three years of employment – 24 hours per month (except as provided in section 15.9)
- 2) After the first three years of employment ~~=~~ 12 hours per month

Sick leave may be accumulated up to a maximum of one thousand six hundred sixty-four (1,664) hours. If sick leave is exhausted, the employee shall then receive all benefits provided under the appropriate ~~firefighter's~~ fire fighter's pension plan. Any sick leave taken shall be taken by the hour and on an hour-per-hour basis.

~~LEOFF II employees~~ Employees have the option to utilize earned accrued sick leave to care for themselves, their child(ren), or a seriously ill family member, including spouse, parents, parents-in-law, grandparents, and adult children with disabilities, as allowed by RCW 49.12.265 – RCW 49.12.295.

In order to be granted sick leave with pay, an employee must meet the following conditions:

1. Report to the Fire Chief or the Officer in Charge the reason for the absence. Sick report must be made not later than ~~thirty (30)~~ forty-five (45) minutes before the beginning of the scheduled work shift.
2. Keep the Fire Chief or the Officer in Charge informed of his condition if the absence is to be more than one shift in duration. The Fire Chief or his representative shall make the determination of how often the employee is to report based on the nature of illness or injury, although reporting will not be more frequent than once per week.

Section 15.2 Employees covered under this Agreement ordered to work for limited duty purposes may appeal duty assignments under Article 7 of this Agreement in the event such assignment is beyond the scope of their duty capability as determined by an accredited medical opinion.

Section 15.3 If the absence extends beyond three (3) working shifts duration, the employee will be required, at the option of the Fire Chief, to submit a medical certificate

signed by a physician stating the kind and nature of sickness or injury and that the employee has been incapacitated for work for the period of absence or quarantine and/or is required to receive out-patient care and stating when he is again physically able to perform his regular duties.

Section 15.4 The City will be permitted to make a medical examination or a nurse's visit over and above the other medical opinions if the City deems it so desirable. Such request shall be governed by Section ~~2728~~.2 of this Agreement regarding Fitness for Duty Evaluations. The expenses of such medical examinations or nursing visits shall be paid by the City.

Section 15.5 Leave with pay shall be granted by the City up to a maximum of two (2) consecutive work shifts in any calendar year for each death in the immediate family. Such leave may be extended in special circumstances with approval of the City Manager. Immediate family shall include only father, mother, grandfather, grandmother, father-in-law, mother-in-law, spouse, brother, sister, children or grandchildren of the employee. This section shall not pertain to an employee who is not receiving pay.

Section 15.6 Any employee found to have abused the sick leave benefit may thereupon be subject to dismissal upon recommendation of the Fire Chief and at the discretion of the City Manager.

Section 15.7 Time off for sickness in excess of accrued sick leave shall be charged to unused vacation.

Section 15.8 Each ~~LEOFF II employee~~Employee at the time of leaving the employment of the City, except for any such employee who is terminated for just cause, shall have twenty five percent (25%) of his accumulated and unused sick leave converted to and be added to any other accrued vacation time. This conversion shall be applied to a maximum accumulation of ~~1,664~~one thousand six hundred sixty-four (1,664) hours of unused sick leave only.

Section 15.9 ~~Each new LEOFF II employee hired~~Employees shall receive ~~One Hundred and Forty Four~~one-hundred forty-four (144) hours of sick leave upon hire. However, during the first six (6) months of employment, the employee will not accrue any additional sick leave. Should the employee leave employment prior to the completion of six months of service, the employee shall only be eligible within the guidelines of Section 15.9 for unused sick leave that would normally have been accrued for the months employed.

Section 15.10 The current City of Kennewick Family Medical Leave policy shall be in effect for the duration of this ~~contract~~Agreement. In the case of an employee being seriously ill, the first ten (10) shifts shall not be counted toward Family Medical Leave Act (FMLA) leave. However, subsequent days off for the same illness/injury within the rolling year, will count as part of the FMLA leave. \_\_\_\_\_

## ARTICLE 16 VACATION

Section 16.1 Each full time employee shall accrue vacation time as set forth below, based on his/her/their continuous length of service accumulated as of the most recent anniversary date of employment:

### 24-Hour Shift Personnel

| <u>Service</u>               | <u>Accrual</u>     |
|------------------------------|--------------------|
| Start through 3 years        | 12 hours per month |
| Entering 4 through 9 years   | 15 hours per month |
| Entering 10 through 14 years | 18 hours per month |
| Entering 15 through 19 years | 21 hours per month |
| Entering 20 through 24 years | 24 hours per month |
| Entering 25 years and over   | 26 hours per month |

Effective upon the ratification of the 2024 agreement by both parties, the following shall be the accrual rates for 24 Hour Shift Personnel:

| <u>Service</u>               | <u>Accrual</u>        |
|------------------------------|-----------------------|
| Start through 3 years        | 16 hours per month    |
| Entering 4 through 9 years   | 19 hours per month    |
| Entering 10 through 14 years | 22 hours per month    |
| Entering 15 through 19 years | 25 hours per month    |
| Entering 20 through 24 years | 29/28 hours per month |
| Entering 25 years and over   | 30 hours per month    |

### 40-Hour Per Week Personnel

| <u>Service</u>               | <u>Accrual</u>     |
|------------------------------|--------------------|
| Start through 5 years        | 10 hours per month |
| Entering 6 through 9 years   | 12 hours per month |
| Entering 10 through 14 years | 14 hours per month |
| Entering 15 through 19 years | 16 hours per month |
| Entering 20 years and over   | 18 hours per month |

Section 16.2 Upon the death of any employee, the accrued vacation pay of the deceased employee shall be paid to the same individual to whom is paid the employee's accrued wages.

Section 16.3 Vacation hours shall be scheduled by the [Fire](#) Chief or his designee, at time when they will constitute minimum conflicts with work schedules. Once approved, the vacation will not be subject to cancellation except for emergencies as defined in Section 6.2 or at the option of the employee. When two (2) or more employees put in a request at the same time, for the same period, and the City will allow one (1) employee off for that period, the employee with the longest service record shall be allowed the subject vacation.

Employees have the option to utilize earned vacation leave to care for themselves, their child(ren), or a seriously ill family member including spouse, parents, parents-in-law, grandparents, and adult children with disabilities, ~~as allowed by RCW 49.12.265~~ [RCW 49.12.295](#). The approval process to access annual leave for this purpose is as stated in this article.

Section 16.4 No vacation shall be taken during the first six (6) months of probationary employment. No accumulation of accrued vacation credit in excess of three hundred (300) hours will be permitted.

Section 16.5 An employee who is discharged for any reason shall receive compensation for all accrued vacation.

~~Section 16.6 Every consideration will be given to allowing regular employees summer vacations.~~

**ARTICLE 17**  
**FORCE REDUCTION AND REHIRE**

Section 17.1 In the case of personnel reduction the employee with the least seniority shall be laid off first. Time in grade and time in the ~~Fire~~ Department shall be given the utmost consideration. The right to lay off employees for lack of work or funds or because of the occurrence of conditions beyond the control of the City shall not be considered within negotiable matters pertaining to wages, hours and working conditions. No new employee shall be hired until the laid off employees have been given an opportunity to return to work at the first rehire available for full-time ~~employ-~~  
~~ment~~employment as a fire fighter.

When the laid off employee is notified of the opportunity to return to work, the employee shall have seven (7) calendar days to decide whether he/she will return to the job. From the date of the decision, the employee must return to work within thirty (30) calendar days, or their right to rehire will be considered waived.

**ARTICLE 18**  
**LEAVE OF ABSENCE**

Section 18.1 The City Manager may authorize unpaid leaves of absence up to a maximum duration of one (1) year, except in the case of a leave necessitated by service in the Armed Forces of the United States, in which case current State or Federal law will apply. Upon expiration of such regularly approved leave, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of the employee to report for duty promptly at the expiration of such leave shall be regarded as voluntary resignation.

Section 18.2 Upon expiration of an approved leave of absence or sick leave, an employee shall be reinstated in the position held at the time the leave was granted. Only the employees advanced to fill the temporary vacancies created by the leave of absence shall be affected, and in each case shall return to the jobs they left. Employees who are granted a leave of absence shall not lose their established seniority.

18 **ARTICLE 19**  
19 **SENIORITY**  
20

21 Section 19.1 Employees shall have their seniority determined by their total length of  
22 continuous service with the ~~Kennewick City Fire~~ Department. In cases where two or  
23 more employees start to work on the same date, the Civil Service Rules and  
24 Regulations shall determine seniority.

25  
26 Section 19.2 The first twelve (12) months of employment shall constitute a probationary  
27 period. Seniority shall apply retroactively to date of hire after successful completion of  
28 the ~~probationary~~probationary period.

29  
30 Section 19.3 Any ~~regular~~ employee who is promoted to Captain or Battalion Chief shall  
31 have a probation period consisting of twelve (12) months from the date of promotion. If  
32 this employee fails to demonstrate he/she can completely and satisfactorily perform the  
33 job within the twelve (12) month probation period, the City may retain the employee at  
34 his/her present position, or at its discretion, return the employee to his/her former  
35 position classification and pay status without any loss in seniority. Any other employees  
36 who transferred or were promoted following, and as a result of this employee's transfer  
37 or promotion, shall also be returned to their former position and pay status.

38  
39 Section 19.4 In the event an employee covered under this Agreement is promoted into  
40 a supervisory position not covered by this Agreement, he shall continue to earn seniority  
41 in the classification from which he was promoted. In the event the employee is later  
42 demoted to a lower classification and/or position, his latest earned seniority shall be  
43 compared with the employee(s) currently occupying the classification and/or position to  
44 determine who shall fill such position.

**ARTICLE 20**  
**SALARIES**

Section 20.1 The schedules attached as Appendix "A" of this Agreement have been approved by the Union and the City establishing salaries and hourly wages to be paid beginning January 1, ~~2020~~2024.

The salary schedule reflects the following increases:

|                 |           |                 |
|-----------------|-----------|-----------------|
| <del>2024</del> | January 1 | <del>5%</del>   |
| <del>2024</del> | July 1    | <del>1.0%</del> |
| 2025            | January 1 | 3.5%            |
| 2026            | January 1 | 3.0%            |

The total contribution to the ~~ICMA-selected~~ deferred compensation program will be five percent (5%). The ~~city's~~City's contribution shall be based on the employee's monthly salary (as identified in Appendix "A") plus classification and specialty pay if applicable.

Section 20.2 The Union recognizes the City's obligation to train personnel in the methods of medical service training and agrees that the employees shall participate in ~~pre-~~scheduled courses. When training classes or instruction courses are required by the City to be taken on off-duty time, the employee shall be compensated at the overtime rate as stated in Appendix "A." In consideration of this, the Union agrees that the certification level of Emergency Medical Technician shall be maintained by all employees as a condition of employment.

Authorized leave will be granted to probationary employees to attend required EMT certification classes, provided it does not create an overtime situation.

Section 20.3 Pay step increases, as stipulated in ~~the~~Appendix "A" of the contract, will be made effective upon completion of the requirements for the corresponding step of the Joint Apprenticeship and Training Committee (JATC) program. New employees falling under the requirements of the JATC program must successfully complete each applicable step of said program in order to achieve a pay step increase.

Section 20.4 Education and years of service shall be recognized in accordance with Article 26 ~~Firefighter~~Fire Fighter Classification Program.

Section 20.5 Certified paramedics, authorized by the City, shall receive additional compensation, calculated as thirteen percent (~~13%~~) of ~~top-step~~Step 4 Fire Fighter salary. Such additional compensation shall be included as part of their base wage for ~~Fire Fighter~~fire fighter or ~~Captain~~captain.

20.5.1— The City shall compensate paramedics at the overtime rate for off-duty attendance at PALS, ACLS, Advanced Airway, as well as two

required paramedic meetings annually as mandated by the Medical Program Director.

20.5.2 Any current ~~Fire Fighter~~fire fighter who has been hired as a paramedic or has obtained/obtains certification as a paramedic after December 31, 2016 shall maintain such certification for five (5) years.

20.5.3 Any Fire Fighter/Paramedic who is categorized by 20.5.2, and who has served the minimum requirement of five (5) years as a paramedic may rescind his/her paramedic status for transfer to the position of Fire Fighter-/EMT if such a vacancy exists, or with approval of the Fire Chief. If two (2) or more employees request such a transfer, and if there are fewer Fire Fighter-/EMT vacancies than the ~~amount~~number of employees requesting transfer, then the employee(s) with the most seniority shall be permitted to transfer.

20.5.4 Any ~~certified~~ paramedic who chooses to retain their certification beyond five (5) years will receive additional compensation of one percent (1%), for a total of fourteen percent (14%) of ~~top step~~Step 4 Fire ~~Fighter salary~~Firefighter salary. Any ~~certified~~ paramedic who chooses to retain their certification beyond ten (10) years will receive additional compensation of one (1%), for a total of fifteen percent (15%) of ~~top step~~Step 4 Fire Fighter salary. Such additional compensation shall be included as part of their base wage for ~~Fire Fighter~~fire fighter or ~~Captain~~captain.

Section 20.6 Captain salaries shall be based on a percentage of ~~the top step fire fighter salary~~Step 4 Fire Fighter salary in accordance with the following schedule<sup>1</sup>:

|                        |        |                   |      |
|------------------------|--------|-------------------|------|
| <del>Appointment</del> | Step 1 | <del>Step 2</del> |      |
| 112%                   | 107%   | 112%              | 117% |

Section 20.7 Administrative Captain salaries shall be based on a percentage of ~~the top step firefighter~~Step 4 Fire Fighter salary in accordance with the following schedule:

|                        |        |                   |      |
|------------------------|--------|-------------------|------|
| <del>Appointment</del> | Step 1 | <del>Step 2</del> |      |
| 124%                   | 121%   | 124%              | 127% |

Section 20.8 The parties intend that in no instance will an individual involuntarily moving from a Shiftshift Captain position to an Administrative Captain position take a cut in pay as determined by comparing an Administrative Captain yearly salary to a Shiftshift Captain yearly salary plus holiday pay. To effectuate the intent of the parties, it is agreed that if a Shiftshift Captain at the 2nd YearStep 2 Captain step involuntarily moves into an Administrative Captain position, he/she will bypass the Step 1 Administrative Captain Hire Step and move directly into the 1st YearStep 2 Administrative Captain Step..

Section 20.9 Battalion Chiefs salaries shall be based on a percentage of ~~the top step firefighter~~Captain salary in accordance with the following schedule:

|                        |                        |                        |
|------------------------|------------------------|------------------------|
| <del>Appointment</del> | Step 1                 | <del>Step 2</del>      |
| 129%                   | 132%                   |                        |
| 126%                   | 117% of Step 1 Captain | 117% of Step 2 Captain |

Section 20.10 Battalion Chief Training Officer shall have his/her salary calculated in the following manner:

- Step 1. Determine the hourly wage of the appropriate Battalion Chief step.
- Step 2. Multiply the hourly rate times 96 hours (holiday pay).
- Step 3. Divide the figure obtained in step 2 by 12 to obtain a monthly figure.

<sup>1</sup> Effective for 2024, the appointment step for Captain and BC positions was eliminated. Employees employed as of January 1, 2024 in either a Captain or BC position are to be transitioned into the new scale as follows: Employees who would be on Appointment Step in 2024 would be placed on Step 1; employees who would be on 1<sup>st</sup> year step in 2024 will be placed on Step 1; and employees who would be placed on the 2<sup>nd</sup> year step in 2024 would be placed on Step 2.

Step 4. Add the monthly total obtained in ~~step~~Step 3 to the appropriate Battalion Chief step.

Section 20.11 The salaries of apprentice fire fighters shall be based on a percentage of ~~the top step fire fighter~~Step 4 Fire Fighter salary in accordance with their progression toward obtaining journeyman status as approved by the Washington State JATC:

|                                        |                                                              |
|----------------------------------------|--------------------------------------------------------------|
| JATC Step 1 (approx. 0-2000 hours):    | 76% of <del>top step fire fighter</del> Step 4 Fire Fighter  |
| JATC Step 2 (approx. 2000-4000 hours): | 84% of <del>top step fire fighter</del> Step 4 Fire Fighter  |
| JATC Step 3 (approx. 4000-6000 hours): | 92% of <del>top step fire fighter</del> Step 4 Fire Fighter  |
| JATC Journeyman status:                | 100% of <del>top step fire fighter</del> Step 4 Fire Fighter |

Section 20.12 Once entry into the paramedic program is approved by the Fire Chief, the City shall reimburse the paramedic student's tuition for paramedic training. The student is obligated to complete and pass the course, or pay back to the City the funds expended for tuition. Upon completion of the paramedic course, the paramedic is obligated to maintain his/her certification, and to perform the duties of a paramedic for a minimum of four years. If the paramedic drops or loses his/her certification prior to the completion of four years of service, he/she will be required to pay back to the City 25% of the cost of tuition for every complete year short of the four-year obligation.

Section 20.13 The City will provide overtime backfill to allow on-duty employees approved for and enrolled in the CBC paramedic program to attend class when class is not offered on the employees' regularly scheduled days off. If, however, on-duty staffing is above the identified preferred staffing level, on-duty employees may be re-assigned to attend class so long as the identified preferred staffing level is maintained.

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**ARTICLE 21**  
**OUTSIDE EMPLOYMENT**

Section 21.1 The members of the Union agree that their first line of employment is with the ~~City of Kennewick Fire~~ Department and they shall give it first consideration. Outside employment shall in no way take preference over emergency call-in required by the Department.

**ARTICLE 22**  
**NOTICES**

Section 22.1 Any notice provided for herein shall be sufficient if it is in writing and delivered to an authorized representative. The notice must be signed.

Section 22.2 Authorized representatives of the Union include, but are not limited to, the President and the Secretary/Treasurer ~~of the Local.~~ Authorized representatives of the ~~Employer~~ (City) include, but are not limited to, the City Manager or his/her designee.

**ARTICLE 23**  
**SHIFT EXCHANGE**

Section 23.1 Employees shall have the right to exchange up to fifteen (15) shifts during a calendar year upon approval of the Fire Chief or designee when the change does not interfere with the operation of the Fire Department, provided written notice is given to the Fire Chief, or designee, seven (7) days prior to the selected shift exchange. In extraordinary situations, the Fire Chief may approve additional shift exchanges.

The limitation on number of shift exchanges shall not apply to intra-shift trades or matters regarding Union business.

Section 23.2 When non-City required training courses are given during on-shift periods of time, employees may attend the course if they can arrange for their time on-shift to be covered. There will be no compensation for off-shift periods of time for an employee to attend classes.

Section 23.3 Trading shall be among persons of the same rank, with the exception that persons who are qualified to be assigned from time to time to act in the higher classification will be considered as an acceptable trade.

Section 23.4 Probationary fire fighters shall only be allowed to trade shifts with the express approval of the Fire Chief, or designee.

Section 23.5 Shift trades shall not result in any additional cost to the City as determined at the time the shift trade is approved.

Section 23.6 The City has no obligation to ensure or facilitate any repayment of time due an employee under this article, and the City will not monitor or mediate any situations involving shift trade paybacks.

Section 23.7 Once the trade is approved, the requesting employee is no longer obligated to report for the selected shift. By accepting a shift trade, the submitting employee agrees to take full responsibility for the selected shift.

Section 23.8 If the substituting employee separates from service with the Department for any reason before repaying a shift trade, the substituting employee will have one and one half (1.5) hours, or the monetary equivalent, subtracted from his or her vacation bank for each outstanding shift trade hour not yet repaid in order to cover the cost to the City of filling the potential overtime position.

**ARTICLE 24**  
**TOBACCO USE**

Section 24.1 New employees covered by this agreement hired after July 1, 1993, will have agreed, as a condition of employment, to be tobacco-free on and off duty. If any of these employees begins tobacco use, they will be subject to progressive disciplinary action in accordance with the Kennewick Fire Department Rules and Regulations. The progressive action as outlined in Rule 8 shall include an oral warning for a first offense, and shall progress to a written warning for a second offense. Suspension and termination for continuing use of tobacco will result.

**ARTICLE 25**  
**FORTY-HOUR WEEK PERSONNEL**

At the discretion of the Fire Chief, forty-hour employees will earn overtime pay for emergency major alarm situations, or for all hours worked in excess of the employees' approved daily schedule (including eight-, nine-, or ten-hour shifts) or forty hours per week.

With the approval of the Fire Chief, line-qualified, forty-hour personnel may be eligible for regular shift overtime provided it does not interfere with their normal work assignment.

Section 25.1 The hourly overtime rate shall be based on a two thousand eighty (2,080) hour work year, at the rate of time and one-half (1.5). Overtime shall be based on Section 10.2 of this Agreement.

Section 25.2 Sick leave shall accrue at the rate of eight (8) hours per month ~~for LEOFF #employees~~, to a maximum of one thousand six hundred sixty-four (1,664) hours, with the provisions of Article 15.9 governing payback. The City of Kennewick Personnel Rules and Regulations shall govern benefits such as holidays, leaves of absence, which include death or illness in the immediate family, doctor and dentist appointments, maternity leave, leave without pay, jury duty, voting, military leave, and family leave.

Section 25.3 As assigned by the Fire Chief, the hours of work shall be forty hours per week broken down as eight (8) hours per day, Monday through Friday, 8:00 a.m. to 54:00 p.m., with a one-hour, ~~unpaid~~ paid lunch. At the request of the employee, the Fire Chief will consider an alternate schedule consisting of either four (4) ten-hour shifts or a nine-eighty (9/80) schedule. With prior approval, employees may flex time within their designated work week.

Section 25.4 The Training Captain, EMS Captain and Captain Inspector/Deputy Fire Marshal will receive pro pays for Hazmat, TRT, SCBA Technician and Fire Investigator based upon the requirements for each job description, and will be eligible to receive the differential for maintaining paramedic status.



## ARTICLE 26

### FIRE FIGHTER CLASSIFICATION PROGRAM EDUCATIONAL CREDIT PROGRAM

Section 26.1 Employees ~~covered under the terms and conditions of this bargaining agreement~~ are eligible to qualify for combined education and longevity incentives based on the following matrix:

|                     | <u>5 Years</u> | <u>10 Years</u> | <u>15 Years</u> | <u>20 Years</u> | <u>25 Years</u> |
|---------------------|----------------|-----------------|-----------------|-----------------|-----------------|
| 45 college credits  | 1.0%           | 2.0%            | 2.5%            | 3.0%            | 3.5%            |
| 90 college credits  | 2.0%           | 3.0%            | 4.0%            | 5.0%            | 6.0%            |
| 135 college credits | 3.0%           | 4.0%            | 5.0%            | 6.0%            | 7.0%            |
| 180 college credits | 4.0%           | 5.0%            | 6.0%            | 7.0%            | 8.0%            |

For the purpose of this policy, college credits ~~refers~~refer to quarter credits. To convert semester credits, multiply them by 1.5 to determine the equivalent number of quarter credits. ~~The revised rates included herein as part of the 2023 contract shall be retroactive to January 1, 2023.~~

Section 26.2 The designated increases shall be applied to the individual's base salary.

Section 26.3 The years of service listed in Section 26.1 indicates the number of years of service that must be completed before an individual qualifies in that row.

Section 26.4 An employee who qualifies for the combined education and longevity increase based on the above matrix is solely responsible for submitting his/her transcript in a timely manner. Transcripts must be submitted within one (1) year of the employee becoming eligible for the education/longevity increase. Should the employee fail to meet the one-year expectation, retroactive pay will only be reimbursed up to twelve (12) months from the date all required documentation is submitted and approved by the City.

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**ARTICLE 27**  
**WELLNESS AND FITNESS**

| Section 27.1 The City and the Union recognize that the physical and mental health of employees is important in assisting to fulfill the mission of the City and the ~~Fire~~ Department. Both parties will continue to work together to promote wellness and fitness.

## **ARTICLE 28**

### **FIT FOR DUTY EVALUATION**

Section 28.1 The City of Kennewick may send an employee for a Fitness for Duty Evaluation (FFDE) when the City has reasonable belief, based on objective evidence, that an employee's ability to perform the essential functions of the position may be impaired by a medical condition, or an employee will pose a direct threat due to a medical condition.

28.1.1 The City of Kennewick may send an employee who is on active duty and who has not missed any time from work, or has missed less than ~~two~~ ~~(2)~~ three (3) shifts of work, for an FFDE when:

1. A supervisor of the ~~Kennewick Fire~~ Department;
2. knows about a particular employee's medical condition; and
3. has observed performance problems; and
4. can reasonably attribute these problems to the employee's medical condition; and
5. the objective behavior or physical condition of the employee causes the supervisor to reasonably believe that the employee in question has a medical condition that will either immediately impair his/her ability to perform the essential functions of the job, or will pose an immediate direct threat to the safety of the employee or to fellow employees or the public; and
6. the supervisor has reported this concern to a command staff member as soon as practical.

28.1.2 The City may also send an employee for an FFDE when the employee is either returning to work after missing ~~two~~ ~~three~~ three or more shifts of work because of an injury or illness or when the employee is returning to full duty from a previous light duty position.

The written basis for ordering the FFDE described under Section 28.1.1 or Section 28.1.2 above must be provided to the employee at or before the time when the employee is directed to obtain the FFDE. The City will notify the ~~Local Union~~, in writing, of the requirement that an employee attend an FFDE.

The FFDE must be job-related and consistent with business necessity. The basis of the FFDE shall be limited to determining whether the employee is able to perform the essential functions of his/her position without posing a direct threat, with or without restriction, based on their current job description. In order to assist with his/her analysis, the health care professional conducting the FFDE will be provided with a copy of the employee's current job description, the "Doctor's Release For Work" form ~~found in~~ SOG 1-V-9 provided by the City, and a copy of any written documentation of the employee's behavior or physical condition leading up to the FFDE.

The FFDE will be conducted by a health care professional who is chosen by the employee and who has expertise in the employee's specific condition(s).

Any expenses that are connected to the FFDE will be paid for under the health insurance plan that is provided to the employee by the City. Any additional costs or expenses of any kind that are connected with the FFDE (including, but not limited to, reasonable travel costs, co-pays, etc.) that are not covered by the City's health insurance shall be paid for by the City.

If the health care professional who is conducting the FFDE determines that the employee is able to perform the essential functions of his/her job without any restriction(s), and without posing any danger to themselves, their co-workers, or the public, this is the only information that will be provided to the City (i.e., the City will be informed that the employee is fit for duty and nothing more will be revealed about the employee's medical condition). In this case, the release to return to work and/or to return to a full duty position, signed by the employee's treating physician, will be considered to be sufficient by the City, and no requirements will be imposed upon the employee, except as outlined in Section 28.2 below.

Section 28.2 Second Opinion: If the City, after receiving the release to return to work and/or to return to a full duty position from the initial FFDE, can demonstrate in writing the need to obtain a second medical opinion regarding the employee's condition, then the City may direct the employee to obtain an additional FFDE. The second opinion evaluation shall be performed by a recognized occupational health provider or by a specialist in a field agreed upon by both parties. All of the conditions placed on the initial FFDE shall also apply to the second medical opinion (i.e., Union must be notified in writing, second FFDE must be job-related and a business necessity, costs shall be borne by the City's health insurance plan, etc.).

Section 28.3 Third Opinion: In the event there are two conflicting medical opinions after following the procedures identified above, the City expressly reserves the right to send the employee for a third opinion from a health care professional jointly selected by the City and ~~Local 1296~~the Union, which the parties sharing the expense on an equal basis. This third opinion shall be binding on both parties.

If the parties are unable to agree on the third health care professional, each party shall submit three (3) names of qualified medical providers who will be placed on a list. The parties shall then alternatively strike names until one qualified provider remains. A coin flip shall determine who strikes first.

Section 28.4 Throughout the FFDE process, if it is determined by a health care professional that some sort of work restriction is needed in order for the employee to be able to continue to perform the essential functions of the job, or if it is determined that a danger of some sort does exist to the employee, the employee's co-workers, or the public, then the health care professional in question will provide the City with only the amount of information about such a situation that is necessary to allow the City to make a reasonable business decision about how to proceed. This will also be the case if the health care professional determines that the employee is currently unable to perform the essential functions of their position or is a danger to themselves or others either on a temporary or permanent basis. In this event, the employee, the President of ~~Local~~

4296the Union, and the City would meet as soon as possible to discuss the situation in an attempt to reach an agreed-upon solution.

Section 28.5 All the time spent by the employee in either the initial FFDE, the second or third medical opinions, or any additional consultations with health care professionals in connection with this Fitness for Duty process shall be considered to be “hours worked” by the employee for the City, and the employee shall be entitled to compensation at such time in accordance with the relevant provisions of this Agreement.

## **ARTICLE 29**

### **ADMINISTRATIVE CAPTAIN ASSIGNMENTS**

**Section 29.1** The Fire Chief shall be vested with the ultimate authority to appoint and remove individuals from the EMS Captain and Fire Training Captain assignments. No mandatory rotation or grandfathering of individuals into these positions shall exist. The Fire Chief, or his designee, retains the ability to reassign personnel as necessary in order to provide for the effective and efficient operation of the Department. Only company officers who have successfully completed probation are eligible for assignment, either voluntarily or involuntarily, to the role of EMS Captain or Fire Training Captain.

**Section 29.2** In response to a request from ~~KFD Administration~~the Department, requests to transfer from Shiftshift Captain to EMS Captain or Fire Training Captain will be submitted by the individual officer and forwarded through the chain-of-command to the Fire Chief. All requests to be assigned as the EMS Captain or Fire Training Captain shall clearly state the officer's basis for the request, to include a statement indicating the qualifications that make the officer well-suited to the role.

In determining whether a voluntary request for assignment as the EMS Captain or Fire Training Captain will be approved, the Department shall consider:

- Administrative Captain qualifications as outlined in the job description;
- Demonstrated aptitude for training assignments specific to Administrative Captain functions;
- Best interests of the Department;
- Overall successful career performance;
- Education; and
- Special qualifications as appropriate.

**Section 29.3** Unless extenuating circumstances warrant such action, an officer will not be assigned to serve as the EMS Captain or Fire Training Captain without his or her consent. However, an officer may be involuntarily transferred when said transfer is determined to be necessary and appropriate in the best interests of the Department as determined by the Fire Chief.

When determining whether a Shiftshift Captain will be involuntarily assigned to serve as the EMS Captain or Fire Training Captain, the Department shall consider:

- The existence of a current EMS Captain or Fire Training Captain vacancy which no Shiftshift Captain has volunteered to fill (opening posted for at least 30 days);
- The availability of qualified and well-suited Shiftshift Captains who would successfully fill the assignment as determined by the Fire Chief; and
- The best interests of the Department.

The Fire Chief reserves the right to involuntarily assign a more suitable or qualified individual as the EMS Captain or Fire Training Captain in lieu of selecting any Shiftshift

Captain requesting the assignment in the event the ~~Shift~~ Captain requesting transfer is not well-suited or otherwise qualified to successfully fill the role as determined by the Fire Chief.

The decisions to involuntarily transfer a shift ~~captain~~ Captain to serve as the EMS Captain or Fire Training Captain, or to deny the request of a ~~Shift~~ Captain seeking appointment as the EMS Captain or Fire Training Captain, are non-grievable actions that fall within management's contractual right to direct the work force.

If an individual is assigned to either the EMS Captain or Fire Training Captain positions, and the individual serves on either the HAZMAT or TRT teams, or as SCBA Technician), that individual shall have the right to retain their team member or SCBA technician position and will continue to receive the identified compensation per Article 32 until the team or SCBA technician vacancy created by the assignment is filled per Section 32.3 and the replacement has fully completed the required training to earn full team member or SCBA technician status per Section 32.6. If the employee that is assigned EMS Captain or Fire Training Captain was serving as a 'Team Lead' position prior to the assignment, that designation will be re-assigned to an appropriate team member assigned to shift work. Under this provision, the assigned EMS Captain or Fire Training Captain would only be eligible to earn a specialty incentive at the level of team member or SCBA technician as aforementioned.

Section 29.4 Members assigned to the role of EMS Captain or Fire Training Captain will remain in the assignment for a period of no less than three (3) years from the date of appointment unless removal is warranted upon mutual agreement of the parties or for cause. Employees assigned to the role of EMS Captain or Fire Training Captain will rotate out of the assignment after three (3) years, but may serve longer than three (3) years upon request and at the direction of the Fire Chief. Employees may be rotated out of the EMS Captain or Fire Training Captain assignment with or without cause at the Fire Chief's discretion at any point after the initial three-year term has expired. No probationary period applies to the assignment as the EMS Captain or Fire Training Captain.

Any employee removed for cause from the position of EMS Captain or Fire Training Captain within the initial three-year term retains the right to appeal such removal. However, removal from the assignment at the Fire Chief's discretion after the initial three-year term has expired is not considered discipline or demotion, and cannot be grieved. The employee has no right to appeal removal from the position of EMS Captain or Fire Training Captain after the first three years so long as the rank of Captain is retained by the employee.

Upon leaving assignment as the EMS Captain or Fire Training Captain, the employee shall either return to the classification and rate of pay previously held or move into a different Administrative Captain assignment. The Fire Chief shall determine the shift to which the returning Captain will be appointed if returning to shift status, or the next Administrative Captain assignment the employee shall assume.

Section 29.5 Appointment to the position of Captain/Deputy Fire Marshal shall be made

by open, competitive examination under the established civil service process for the City of Kennewick. All interested and qualified members from the Department are able to test for placement on the Captain/Deputy Fire ~~Marshal~~ eligibility list. The Fire Chief retains the discretion to select the best-suited candidate for promotion to Captain/Deputy Fire Marshal from the three (3) top-ranking candidates on the certified eligibility list. Nothing in this provision is intended to modify any rights or privileges adhering to the City of Kennewick or the employee under the civil service rules as existing or as subsequently amended.

A one-year probationary period applies to promotion to the Captain/Deputy Fire Marshal, during which time the Fire Chief retains the discretion to remove the employee from the position with or without cause. Removal shall be handled in accordance with the terms of the current ~~collective bargaining agreement~~ Agreement and/or any applicable civil service rules. The Fire Chief shall determine the shift to which the returning Captain will be appointed if returning to line status.

Section 29.6 To aid in accessibility and communication, each Administrative Captain will be provided with a City-issued smart phone. The City reserves the right to discontinue the use of City-issued phones at any time and for any reason. City employees acquire no property interest in City-issued phones, and are not entitled to due process before use of a City-issued phone is terminated. The City does not intend to encourage, nor does it authorize, employees to accrue overtime compensation by utilizing the capabilities of City-issued smart phones (including use of email and internet) during off-duty hours.

Administrative Captains will be compensated for work-related off-duty contact under the following conditions:

- 1) The employee's City-issued cellular phone records reflect work-related contacts that occurred during off-duty hours; and
- 2) The employee maintains a log that details the nature of the call and the identification of the caller, and the calls captured in the employee log correspond with the information contained in the City cellular phone records.

Time spent on work-related off-duty phone calls will aggregate and be reported for compensation on a monthly basis. When the total monthly aggregate time spent on work-related off-duty phone contact is 7 minutes 30 seconds or less, the contact will be regarded as *de minimus-minimis* and no right to compensation will accrue. When the total monthly aggregate time spent on work-related off-duty phone contact is more than 7 minutes 30 seconds, the employee will be compensated for the actual number of minutes worked.

Section 29.7 Each Administrative Captain will take home a City vehicle for the purpose of responding to calls as needed. All City employees are responsible to safeguard the City's property while it is in their custody/care and to minimize wear and tear to the extent possible. The City reserves the right to discontinue the use of City-issued vehicles at any time and for any reason. City employees acquire no property interest in

City-issued vehicles, and are not entitled to due process before use of a City-issued vehicle is terminated.

## **ARTICLE 30 FIRE INSPECTORS**

**Section 30.1** The Fire Chief shall be vested with the ultimate authority to appoint and remove individuals from the Fire Inspector position in order to provide for the effective and efficient operation of the Department. Only journeyman ~~Fire Fighters~~ fire fighters who have successfully completed probation are eligible for assignment to the role of Fire Inspector.

Vacancies at the Fire Inspector position shall be posted internally through the City's ordinary recruitment process. In determining how to fill such vacancies, the Department shall consider:

- Fire Inspector qualifications as outlined in the job description;
- Education;
- Other qualifications as appropriate;
- Overall career performance; and
- Best interests of the Department.

A one-year probationary period applies to the Fire Inspector position, during which time the Fire Chief retains discretion to remove an individual with or without cause. The decision to remove an individual during the probationary period shall be non-grievable. If removed, the Fire Chief shall determine the shift to which the returning ~~Fire Fighter~~ fire fighter shall be assigned.

Following successful completion of the one-year probationary period, individuals assigned to the Fire Inspector position shall remain in such position unless removal is warranted based upon mutual agreement of the Fire Chief and the individual or upon just cause. The decision to remove an individual for cause shall be grievable consistent with Article 7.

**Section 30.2** Fire Inspectors shall be paid at the monthly wage ~~as Top of~~ Step 4 Fire Fighter ~~base wage (TSFF)~~, not including any applicable specialty pay or pro-pay. Fire Inspectors will be compensated for obtaining advanced certifications as follows:

- Fire Inspectors will earn salary increases equal to two percent (2%) of ~~TSFF~~ Step 4 Fire Fighter for obtaining ICC Inspector I certification within six (6) months of appointment and two percent (2%) of ~~TSFF~~ Step 4 Fire Fighter for obtaining ICC Inspector II certification within twelve (12) months of appointment.
- Fire Inspectors will earn salary increases equal to three percent (3%) of ~~TSFF~~ Step 4 Fire Fighter for obtaining up to two (2) additional certifications to be pre-approved by the Fire Chief or designee, examples of which may include Public Educator, Fire Plans Reviewer, Fire Investigator, Alarms and Sprinklers, etc. within twenty-four (24) months of appointment. ~~The parties' intent is not to replace the on-shift Fire Investigator specialty positions and the parties recognize that such a change would be subject to the bargaining process.~~

- Fire Inspectors will receive a total salary increase of ten percent (10%) of ~~TSFF~~ Step 4 Fire Fighter upon appointment to the position of Fire Inspector. However, if a Fire Inspector fails to obtain one or more identified certifications within the identified time frame, the Fire Inspector will not be further compensated for the certification(s) until actually obtained.

The City agrees to provide Fire Inspectors the opportunity to obtain all certifications identified above in the identified time frames.

Fire Inspectors will not be eligible to receive any paramedic pay differential. The City agrees to maintain funding for this lost paramedic pay differential and will fill the paramedic vacancy as soon as is reasonably possible.

Section 30.3 Fire Inspectors shall work forty (40) hours per week, ten hours per day, either Monday through Thursday or Tuesday through Friday, from 0700 to ~~4800~~ 1700 hours, with a one-hour paid lunch break. The Fire Chief shall be responsible for determining individual shift assignments. ~~The~~ After one year, The Fire Chief shall give consideration to alternate work schedules. This provision shall overwrite any meal or shift break obligations set forth under the WAC.

Section 30.4 Fire Inspectors shall be subject to the provisions of Article 25 governing forty-hour personnel, including Section 25.2 governing holidays. Accordingly, consistent with Section 2-20-010 of the Kennewick Administrative Code as presently in effect, Fire Inspectors shall be entitled to twelve (12) holidays off work with pay, including three (3) floating holidays to accrue annually on February 1, February 12, and August 31. Consistent with Section 12.2, Fire Inspectors shall not receive a lump sum holiday payment and shall instead receive holidays off with pay throughout the year.

Section 30.5 Consistent with Article 25, with the approval of the Fire Chief, line-qualified Fire Inspectors may be eligible for regular shift overtime provided it does not interfere with their normal work assignment.

Section 30.6 Fire Inspectors shall not be subject to the continuous service policy.

Section 30.7 Fire Inspectors and the Deputy Fire ~~Marshall~~ Marshal shall be on one (1) week pager duty rotations for off-duty work and will be compensated with a pager pay of one hour of regular time pay per day for each calendar day in that week. For the purposes of this Section a day is defined as a 24-hour period from 0800-0800. If the Fire Inspector is called in to complete a fire investigation, the pager pay will be removed for that day and they will be compensated at the "Call-in" rate for the first hour and at their normal overtime rate thereafter. During these pager duty rotations, the on-rotation employee is expected to be available and able to be present for duty throughout the one week period.

**ARTICLE 31**  
**TRAINING WAGE**

The ~~Parties~~City and the Union agree to establish a fixed training wage for all members of ~~the Kennewick Fire~~th Department for voluntary training classes/courses that are compensable under the Fair Labor Standards Act (FLSA). The training wage shall be the federal or Washington State minimum wage, whichever is higher.

The training wage shall apply when the following conditions are met:

1. The employee submits a voluntary request to attend a job-related training class or course;
2. The Training Division reviews the request and determines the training class or course is compensable under the FLSA; and
3. The Training Division determines that approval of the training request is in the best interests of the ~~Kennewick Fire~~ Department.

The training wage shall not apply when the employee is ordered to attend a training class or course as part of his or her job requirements, nor shall it apply when the training class or course is not compensable under the FLSA. \_\_\_\_\_

~~Article~~

**ARTICLE 32**  
**~~Specialty Teams~~**

**SPECIALTY TEAMS**

Section 32.1 – Employees who qualify for an identified specialty team, including HAZMAT, Technical Rescue, and SCBA Technician shall receive an additional 2.1% of ~~top step fire fighter~~Step 4 Fire Fighter added to their salary. Employees shall qualify for only one (1) specialty team.

Section 32.2 – The composition of the HAZMAT and TRT teams at present is recognized by both parties, and if any changes to such teams occur, the employer shall notify the bargaining unit representative. Both HAZMAT and Technical Rescue Teams shall have one (1) identified “Team Lead” position. Each Team Lead shall receive an additional 2.1% of ~~step step fire fighter~~Step 4 Fire Fighter added to their salary, for a total of 4.2% additional compensation. The Logistics Utility Firefighter shall receive 2.1% of ~~top step fire fighter~~Step 4 Fire Fighter added to their salary for SCBA Technician.

Section 32.3 – Notice of a vacancy of any specialty position(s) shall be posted internally through the ~~Fire~~ Department’s email server within ninety (90) days of notification of such a vacancy. Any vacancy shall be filled within one-hundred eighty (180) days of the vacancy.

Section 32.4 – All Fire Inspectors shall receive specialty pay of 2.1% of ~~top step fire fighter~~Step 4 Fire Fighter for fire investigator work.

Section 32.5 – The Captain-/Deputy Fire Marshal shall receive a pro-pay of 2.1% of ~~top step fire fighter~~Step 4 Fire Fighter added to their salary for the responsibilities related to investigating fires and for being the primary overseer of all fire investigations. This position shall not be otherwise entitled to the Fire Inspector specialty pay.

Section 32.6 There shall be a trainee wage of 1% of ~~top step fire fighter~~Step 4 Fire Fighter for the Technical Rescue, and Hazmat Teams as well as for SCBA Technicians. Trainees are employees who have been selected and are training to be qualified to work on the special team/role but are in the process of obtaining the necessary certification to perform the work and become a Team Member/Technician. From the date the employee has achieved the required certification they will become a Team Member and shall receive 2.1% in lieu of the 1%. Training for specialty team roles shall not be unreasonably delayed or withheld and if necessary, a grievance may be filed regarding whether such training was unreasonably delayed or withheld. The expectation is that, barring some unforeseen event, the training shall be completed within one year.

DATED AT KENNEWICK, WASHINGTON, this \_\_\_\_ day of \_\_\_\_\_, 2024.

KENNEWICK ~~FIRE FIGHTERS~~ UNION  
KENNEWICK  
~~ASSOCIATION, FIRE FIGHTERS,~~  
WASHINGTON  
INTERNATIONAL ASSOCIATION  
OF FIRE FIGHTERS,  
LOCAL NO. 1296  
KENNEWICK, WASHINGTON

THE CITY OF  
KENNEWICK,

\_\_\_\_\_  
President

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Secretary ~~Treasurer~~

\_\_\_\_\_  
City Manager





**Appendix A  
Monthly Salary Schedule  
Fire Contract**

January 1, 2024

|                                         | <u>Step 1</u>   | <u>Step 2</u>   | <u>Step 3</u>  | <u>Step 4</u>   |
|-----------------------------------------|-----------------|-----------------|----------------|-----------------|
| <u>Fire Fighter</u>                     | <u>\$6,862</u>  | <u>\$7,584</u>  | <u>\$8,307</u> | <u>\$9,029</u>  |
| <u>Fire Fighter/Paramedic</u>           | <u>\$8,036</u>  | <u>\$8,758</u>  | <u>\$9,480</u> | <u>\$10,203</u> |
| <u>Utility Fire Fighter</u>             | <u>\$9,029</u>  | -               | -              | -               |
| <u>Fire Inspector</u>                   | <u>\$9,932</u>  | ---             | ---            | ---             |
| <u>Captain</u>                          | <u>\$10,112</u> | <u>\$10,564</u> | ---            | ---             |
| <u>Captain/Paramedic</u>                | <u>\$11,286</u> | <u>\$11,738</u> | ---            | ---             |
| <u>Administrative Captain</u>           | <u>\$11,196</u> | <u>\$11,467</u> | ---            | ---             |
| <u>Battalion Chief</u>                  | <u>\$11,832</u> | <u>\$12,360</u> | ---            | ---             |
| <u>Battalion Chief/Training Officer</u> | <u>\$12,270</u> | <u>\$12,817</u> | ---            | ---             |

~~Fire Fighters who qualify for Hazmat, Technical Rescue, SCBA Technician and Fire Investigator specialty pay, shall receive an additional 2.1% of top step Fire Fighter added to their salary. Fire Fighters who qualify for two or more specialties will receive 4.2% of top step Fire Fighter added to their salary.~~

Fire Fighters upgraded to the **Fire**-Captain position will receive an additional \$4,785.02 per hour.

**Fire**

Captains upgraded to the Battalion Chief position will receive an additional \$5.87 per

hour.

Fire Inspectors will receive 10% certification pay upon appointment, but must obtain the certifications identified in Section 30.2 in order to maintain certification pay.

Appendix A  
Monthly Salary Schedule  
Fire Contract  
July 1, 2024

|                                         | <u>Step 1</u>   | <u>Step 2</u>   | <u>Step 3</u>  | <u>Step 4</u>   |
|-----------------------------------------|-----------------|-----------------|----------------|-----------------|
| <u>Fire Fighter</u>                     | <u>\$6,931</u>  | <u>\$7,660</u>  | <u>\$8,390</u> | <u>\$9,119</u>  |
| <u>Fire Fighter/Paramedic</u>           | <u>\$8,116</u>  | <u>\$8,846</u>  | <u>\$9,575</u> | <u>\$10,305</u> |
| <u>Utility Fire Fighter</u>             | <u>\$9,119</u>  | -               | -              | -               |
| <u>Fire Inspector</u>                   | <u>\$10,031</u> | ---             | ---            | ---             |
| <u>Captain</u>                          | <u>\$10,214</u> | <u>\$10,670</u> | ---            | ---             |
| <u>Captain/Paramedic</u>                | <u>\$11,399</u> | <u>\$11,855</u> | ---            | ---             |
| <u>Administrative Captain</u>           | <u>\$11,308</u> | <u>\$11,581</u> | ---            | ---             |
| <u>Battalion Chief</u>                  | <u>\$11,950</u> | <u>\$12,483</u> | ---            | ---             |
| <u>Battalion Chief/Training Officer</u> | <u>\$12,392</u> | <u>\$12,946</u> | ---            | ---             |

~~Fire Fighters who qualify for Hazmat, Technical Rescue, SCBA Technician and Fire Investigator specialty pay, shall receive an additional 2.1% of top step Fire Fighter added to their salary. Fire Fighters who qualify for two or more specialties will receive 4.2% of top step Fire Fighter added to their salary.~~

~~Fire Fighters upgraded to the Captain position will receive an additional \$5.06 per hour.~~

~~Captains upgraded to the Battalion Chief position will receive an additional \$5.924.78 per hour.~~

Fire Inspectors will receive 10% certification pay upon appointment, but must obtain the certifications identified in Section 30.2 in order to maintain certification pay.

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~~Appendix A  
Hourly Salary Schedule  
Fire Contract~~

Appendix A  
Monthly Salary Schedule  
Fire Contract  
January 1, 2025

|                                         | <u>Step 1</u>   | <u>Step 2</u>   | <u>Step 3</u>  | <u>Step 4</u>   |
|-----------------------------------------|-----------------|-----------------|----------------|-----------------|
| <u>Fire Fighter</u>                     | <u>\$7,173</u>  | <u>\$7,928</u>  | <u>\$8,683</u> | <u>\$9,438</u>  |
| <u>Fire Fighter/Paramedic</u>           | <u>\$8,400</u>  | <u>\$9,155</u>  | <u>\$9,910</u> | <u>\$10,665</u> |
| <u>Utility Fire Fighter</u>             | <u>\$9,438</u>  | -               | -              | -               |
| <u>Fire Inspector</u>                   | <u>\$10,382</u> | ---             | ---            | ---             |
| <u>Captain</u>                          | <u>\$10,571</u> | <u>\$11,043</u> | ---            | ---             |
| <u>Captain/Paramedic</u>                | <u>\$11,798</u> | <u>\$12,270</u> | ---            | ---             |
| <u>Administrative Captain</u>           | <u>\$11,704</u> | <u>\$11,987</u> | ---            | ---             |
| <u>Battalion Chief</u>                  | <u>\$12,368</u> | <u>\$12,920</u> | ---            | ---             |
| <u>Battalion Chief/Training Officer</u> | <u>\$12,826</u> | <u>\$13,399</u> | ---            | ---             |

~~Fire Fighters who qualify for Hazmat, Technical Rescue, SCBA Technician and Fire Investigator specialty pay, shall receive an additional 2.1% of top step Fire Fighter added to their salary. Fire Fighters who qualify for two or more specialties will receive 4.2% of top step Fire Fighter added to their salary.~~

Fire Fighters upgraded to the ~~Fire~~ Captain position will receive an additional ~~\$4,785.24~~ per hour.

~~Fire~~

Captains upgraded to the Battalion Chief position will receive an additional ~~\$4,786.14~~

per hour.

Fire Inspectors will receive 10% certification pay upon appointment, but must obtain the certifications identified in Section 30.2 in order to maintain certification pay.

Appendix A  
Monthly Salary Schedule  
Fire Contract  
January 1, 2026

|                                         | <u>Step 1</u>   | <u>Step 2</u>   | <u>Step 3</u>   | <u>Step 4</u>   |
|-----------------------------------------|-----------------|-----------------|-----------------|-----------------|
| <u>Fire Fighter</u>                     | <u>\$7,388</u>  | <u>\$8,166</u>  | <u>\$8,944</u>  | <u>\$9,722</u>  |
| <u>Fire Fighter/Paramedic</u>           | <u>\$8,652</u>  | <u>\$9,430</u>  | <u>\$10,208</u> | <u>\$10,985</u> |
| <u>Utility Fire Fighter</u>             | <u>\$9,722</u>  | -               | -               | -               |
| <u>Fire Inspector</u>                   | <u>\$10,694</u> | ---             | ---             | ---             |
| <u>Captain</u>                          | <u>\$10,888</u> | <u>\$11,374</u> | ---             | ---             |
| <u>Captain/Paramedic</u>                | <u>\$12,152</u> | <u>\$12,638</u> | ---             | ---             |
| <u>Administrative Captain</u>           | <u>\$12,055</u> | <u>\$12,346</u> | ---             | ---             |
| <u>Battalion Chief</u>                  | <u>\$12,739</u> | <u>\$13,308</u> | ---             | ---             |
| <u>Battalion Chief/Training Officer</u> | <u>\$13,211</u> | <u>\$13,801</u> | ---             | ---             |

~~Fire Fighters who qualify for Hazmat, Technical Rescue, SCBA Technician and Fire Investigator specialty pay, shall receive an additional 2.1% of top step Fire Fighter added to their salary. Fire Fighters who qualify for two or more specialties will receive 4.2% of top step Fire Fighter added to their salary.~~

Fire Fighters upgraded to the Captain position will receive an additional \$5.40 per hour.

Captains upgraded to the Battalion Chief position will receive an additional \$6.32 per hour.

Fire Inspectors will receive 10% certification pay upon appointment, but must obtain the certifications identified in Section 30.2 in order to maintain certification pay.

**Appendix A**  
**Hourly Salary Schedule**  
**Fire Contract**  
**January 1, 2024**

|                                         | <u>Step 1</u>  | <u>Step 2</u>  | <u>Step 3</u>  | <u>Step 4</u>  |
|-----------------------------------------|----------------|----------------|----------------|----------------|
| <u>Fire Fighter</u>                     | <u>\$31.77</u> | <u>\$35.11</u> | <u>\$38.15</u> | <u>\$41.80</u> |
| <u>Fire Fighter/Paramedic</u>           | <u>\$37.20</u> | <u>\$40.55</u> | <u>\$43.89</u> | <u>\$47.23</u> |
| <u>Utility Fire Fighter</u>             | <u>\$52.09</u> | -              | -              | -              |
| <u>Fire Inspector</u>                   | <u>\$57.30</u> | ---            | ---            | ---            |
| <u>Captain</u>                          | <u>\$46.82</u> | <u>\$48.91</u> | ---            | ---            |
| <u>Captain/Paramedic</u>                | <u>\$52.25</u> | <u>\$54.34</u> | ---            | ---            |
| <u>Administrative Captain</u>           | <u>\$64.59</u> | <u>\$66.15</u> | ---            | ---            |
| <u>Battalion Chief</u>                  | <u>\$54.78</u> | <u>\$57.22</u> | ---            | ---            |
| <u>Battalion Chief/Training Officer</u> | <u>\$70.79</u> | <u>\$73.95</u> | ---            | ---            |

Fire Fighters who qualify for Hazmat, Technical Rescue, SCBA Technician and Fire Investigator specialty pay, shall receive an additional 2.1% of top step Fire Fighter added to their salary. Fire Fighters who qualify for two or more specialties will receive 4.2% of top step Fire Fighter added to their salary.

Fire Fighters upgraded to the Captain position will receive an additional \$5.02 per hour.

Captains upgraded to the Battalion Chief position will receive an additional \$5.87 per hour.

Fire Inspectors will receive 10% certification pay upon appointment, but must obtain the certifications identified in Section 30.2 in order to maintain certification pay.

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\_\_\_\_\_  
\_\_\_\_\_

Appendix A  
Hourly Salary Schedule  
Fire Contract  
July 1, 2024

|                                         | <u>Step 1</u>  | <u>Step 2</u>  | <u>Step 3</u>  | <u>Step 4</u>  |
|-----------------------------------------|----------------|----------------|----------------|----------------|
| <u>Fire Fighter</u>                     | <u>\$32.09</u> | <u>\$35.46</u> | <u>\$38.84</u> | <u>\$42.22</u> |
| <u>Fire Fighter/Paramedic</u>           | <u>\$37.57</u> | <u>\$40.95</u> | <u>\$44.33</u> | <u>\$47.71</u> |
| <u>Utility Fire Fighter</u>             | <u>\$52.61</u> | -              | -              | -              |
| <u>Fire Inspector</u>                   | <u>\$57.87</u> | ---            | ---            | ---            |
| <u>Captain</u>                          | <u>\$47.28</u> | <u>\$49.40</u> | ---            | ---            |
| <u>Captain/Paramedic</u>                | <u>\$52.77</u> | <u>\$54.88</u> | ---            | ---            |
| <u>Administrative Captain</u>           | <u>\$65.24</u> | <u>\$66.82</u> | ---            | ---            |
| <u>Battalion Chief</u>                  | <u>\$55.32</u> | <u>\$57.79</u> | ---            | ---            |
| <u>Battalion Chief/Training Officer</u> | <u>\$71.49</u> | <u>\$74.69</u> | ---            | ---            |

Fire Fighters who qualify for Hazmat, Technical Rescue, SCBA Technician and Fire Investigator specialty pay, shall receive an additional 2.1% of top step Fire Fighter added to their salary. Fire Fighters who qualify for two or more specialties will receive 4.2% of top step Fire Fighter added to their salary.

Fire Fighters upgraded to the Captain position will receive an additional \$5.06 per hour.

Captains upgraded to the Battalion Chief position will receive an additional \$5.92 per hour.

Fire Inspectors will receive 10% certification pay upon appointment, but must obtain the certifications identified in Section 30.2 in order to maintain certification pay.

Appendix A  
Hourly Salary Schedule  
Fire Contract  
January 1, 2025

|                                         | <u>Step 1</u>  | <u>Step 2</u>  | <u>Step 3</u>  | <u>Step 4</u>  |
|-----------------------------------------|----------------|----------------|----------------|----------------|
| <u>Fire Fighter</u>                     | <u>\$33.21</u> | <u>\$36.70</u> | <u>\$40.20</u> | <u>\$43.70</u> |
| <u>Fire Fighter/Paramedic</u>           | <u>\$38.89</u> | <u>\$42.39</u> | <u>\$45.88</u> | <u>\$49.38</u> |
| <u>Utility Fire Fighter</u>             | <u>\$54.45</u> | -              | -              | -              |
| <u>Fire Inspector</u>                   | <u>\$59.90</u> | ---            | ---            | ---            |
| <u>Captain</u>                          | <u>\$48.94</u> | <u>\$51.12</u> | ---            | ---            |
| <u>Captain/Paramedic</u>                | <u>\$54.62</u> | <u>\$56.81</u> | ---            | ---            |
| <u>Administrative Captain</u>           | <u>\$67.52</u> | <u>\$69.15</u> | ---            | ---            |
| <u>Battalion Chief</u>                  | <u>\$57.26</u> | <u>\$59.82</u> | ---            | ---            |
| <u>Battalion Chief/Training Officer</u> | <u>\$74.00</u> | <u>\$77.30</u> | ---            | ---            |

Fire Fighters who qualify for Hazmat, Technical Rescue, SCBA Technician and Fire Investigator specialty pay, shall receive an additional 2.1% of top step Fire Fighter added to their salary. Fire Fighters who qualify for two or more specialties will receive 4.2% of top step Fire Fighter added to their salary.

Fire Fighters upgraded to the Captain position will receive an additional \$5.24 per hour.

Captains upgraded to the Battalion Chief position will receive an additional \$6.14 per hour.

Fire Inspectors will receive 10% certification pay upon appointment, but must obtain the certifications identified in Section 30.2 in order to maintain certification pay.

Appendix A  
Hourly Salary Schedule  
Fire Contract  
January 1, 2026

|                                         | <u>Step 1</u>  | <u>Step 2</u>  | <u>Step 3</u>  | <u>Step 4</u>  |
|-----------------------------------------|----------------|----------------|----------------|----------------|
| <u>Fire Fighter</u>                     | <u>\$34.21</u> | <u>\$37.81</u> | <u>\$41.41</u> | <u>\$45.01</u> |
| <u>Fire Fighter/Paramedic</u>           | <u>\$40.06</u> | <u>\$43.66</u> | <u>\$47.26</u> | <u>\$50.86</u> |
| <u>Utility Fire Fighter</u>             | <u>\$56.09</u> | -              | -              | -              |
| <u>Fire Inspector</u>                   | <u>\$61.69</u> | ---            | ---            | ---            |
| <u>Captain</u>                          | <u>\$50.41</u> | <u>\$52.66</u> | ---            | ---            |
| <u>Captain/Paramedic</u>                | <u>\$56.26</u> | <u>\$58.51</u> | ---            | ---            |
| <u>Administrative Captain</u>           | <u>\$69.55</u> | <u>\$71.23</u> | ---            | ---            |
| <u>Battalion Chief</u>                  | <u>\$58.98</u> | <u>\$61.61</u> | ---            | ---            |
| <u>Battalion Chief/Training Officer</u> | <u>\$76.22</u> | <u>\$79.62</u> | ---            | ---            |

Fire Fighters who qualify for Hazmat, Technical Rescue, SCBA Technician and Fire Investigator specialty pay, shall receive an additional 2.1% of top step Fire Fighter added to their salary. Fire Fighters who qualify for two or more specialties will receive 4.2% of top step Fire Fighter added to their salary.

Fire Fighters upgraded to the Captain position will receive an additional \$5.40 per hour.

Captains upgraded to the Battalion Chief position will receive an additional \$6.32 per hour.

Fire Inspectors will receive 10% certification pay upon appointment, but must obtain the certifications identified in Section 30.2 in order to maintain certification pay.

Appendix B  
Utility Fire Fighter Job Description

Employees assigned as Utility Fire Fighters shall perform the job duties and responsibilities identified in the attached job description. The City and the Union acknowledge that the content of the job description may need to be periodically updated or changed and agree to do so through the labor/management process.

The Fire Chief shall have authority to appoint and remove employees from role of Utility Fire Fighter in order to provide for the effective and efficient operation of the Department. Only journeyman fire fighters who have successfully completed probation are eligible for assignment to the role of Utility Fire Fighter.

Utility Fire Fighter assignments will be announced to all Department employees through City email. The Fire Chief will allow a minimum of one (1) calendar week for employees to volunteer for the assignment. If no employees volunteer for a vacant assignment, the assignment will remain unfilled. The assignment may be reposted at the Chief's discretion.

In determining who will receive the assignment, Fire Chief shall consider:

- Employees' stated interest in the assignment;
- Qualifications as outlined in the job description;
- Education;
- Overall career performance; and
- Best interests of the City.

Utility Fire Fighter assignments will be ongoing in nature. During the first year, the Fire Chief retains the right to remove an employee with or without cause. If removed, the Fire Chief shall determine the shift to which the returning fire fighter shall be assigned.

After the first year, employees will only be subject to removal upon mutual agreement of the Fire Chief and the employee or for just cause.

Utility Fire Fighters shall be paid the same monthly salary as Step 4 Fire Fighters and will remain eligible to receive the differential for maintaining paramedic status, as well as other applicable classification and/or specialty pay.

Utility Fire Fighters shall work forty (40) hours per week, Monday through Friday from 8:00 a.m. to 4:00 p.m., with a one-hour paid lunch break. The Fire Chief shall give consideration to alternate work schedules consisting of either four ten-hour shifts (4/10) or the nine-eighty schedule (9/80).

Utility Fire Fighters shall be subject to the provisions of Articles 15 and 16 of the Agreement governing sick leave and vacation, including Section 15.1 governing sick leave accrual rates and 16.1 governing vacation accrual rates for day shift personnel.

Utility Fire Fighters shall be subject to the provisions of Article 25 of the Agreement governing forty-hour personnel, including Section 25.2 governing holidays. Utility Fire Fighters shall be entitled to twelve (12) holidays off work with pay, including three (3)

floating holidays to accrue annually on February 1, February 12 and August 31. Consistent with Section 12.2 of the Agreement, Utility Fire Fighters shall not receive a lump sum holiday payment and shall instead receive holidays off with pay throughout the year.

Consistent with Article 25 of the Agreement, with the approval of the Fire Chief, Utility Fire Fighters may be eligible for regular shift overtime provided it does not interfere with their normal work assignment. Utility Fire Fighters shall not be subject to the continuous service policy.

The job descriptions, duties, and responsibilities of Utility Fire Fighters are as follows:

1) Logistic Support:

Utility Fire Fighters are responsible for coordinating with Department personnel to track, restock, and transport equipment and supplies between various locations as needed. Primary functions include but are not limited to:

- Performing apparatus checks for all vehicles in the fleet, as well as all equipment and tools on board each vehicle.
- Coordinating annual ladder, hose, and pump testing.
- Tracking equipment and inventory (asset management).
- Establishing, maintaining, and tracking proper supply inventories at all stations.
- Tracking EMS inventory and supplies.
- Facilitating annual PPE inspections and specialty cleaning; coordinating necessary repairs.
- Maintaining and tracking the PPE replacement schedule for all gear including helmets, hoods, and gloves :from purchase through retirement, and tracking expiration date alerts.
- Tracking inventory and dates of inspections, repairs, and replacements for all SCBA packs, cylinders, masks, and regulators from purchase through retirement, and tracking expiration dates for hydrostatic testing.
- Tracking inventory of all communication equipment including MDTs/MDCs, handhelds, tablets, phones, and batteries; scheduling upgrades and software adjustments.
- Other related duties as assigned.

2) Training:

Utility Fire Fighters are responsible for assisting in the training of al Department personnel and assisting partner agencies in the development of regional fire service personnel via Regional Fire Training Academies and other training as appropriate. Primary functions include but are not limited to:

- Assisting in all aspects of hands-on departmental training.
- Assisting to develop and update department SOGs.
- Tracking and documenting department training; ensuring all documentable hours are captured and recorded by department, shift, and individual to ensure compliance.

- [Setting up and tearing down burn props and other training equipment.](#)
- [Accounting for and appropriately storing all training equipment.](#)
- [Maintaining familiarity and ensuring compliance with current industry rules and standards, including WSRB standards, WACs, RCWs, etc.](#)
- [Participating in required trainings and other professional development opportunities.](#)
- [Assisting to develop effective departmental training based on industry, state, and national standards including:](#)
  - [Selecting appropriate instruction strategies for development and delivery of fire department training curriculum.](#)
  - [Determining and evaluating effectiveness of assessment strategies and instructional tactics.](#)
  - [Determining and documenting curriculum goals/objectives, instructional strategies/delivery methods, assessments/evaluations, and measuring learning outcomes.](#)
- [Other related duties as assigned.](#)

### 3) Community Paramedicine:

[Utility Fire Fighters are responsible for assisting vulnerable populations facing barriers in identifying and utilizing appropriate community resources. Examples of potential work include assisting frequent fall patients who may benefit from grab bars or similar household alterations; educating homeless persons who may need a gateway to housing, substance abuse programs, or job opportunities; and providing assistance and support to individuals providing in-home care for ailing family members. Primary functions include but are not limited to:](#)

- [Providing education and facilitating access to resources and support for community members in need of assistance.](#)
- [Conducting in-home visits and evaluations.](#)
- [Performing client assessments and providing recommendations for follow-up actions.](#)
- [Contacting and coordinating resources with outside support agencies and medical facilities.](#)
- [Advocating on behalf of community members in need of assistance.](#)
- [Developing and improving community paramedicine programs within the Department and with our community partners.](#)
- [Marketing community paramedicine programs to internal and external customers.](#)
- [Establishing and maintaining community partnerships and coalitions.](#)
- [Other related duties as assigned.](#)

[Utility Fire Fighters must meeting the following minimum qualifications:](#)

- [Must have successfully completed the JATC Program with a minimum of three \(3\) years' experience with the Department.](#)
- [Must maintain a valid driver's license.](#)
- [Must maintain a National Registry or Washington State Emergency Medical](#)

Technician Certificate.

- Must consistently demonstrate the core values of the City and the Department.
- Must demonstrate the ability to communicate clearly and work effectively with staff members, other City employees, and the community.
- Must demonstrate the ability to establish and maintain professional, cooperative working relationships.
- Must demonstrate initiative and the ability to work independently.
- Must demonstrate exemplary customer service and responsiveness.
- Must follow safe work practices and procedures.
- Utility Fire Fighters assigned to community paramedicine duties must maintain a Washington State Certified Mobile/Intensive Care Paramedical Certificate, with recertification as required by the State.