

AGREEMENT
BY AND BETWEEN
PIERCE COUNTY FIRE PROTECTION DISTRICT #6
AND
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
LOCAL NO. 726

January 1, 2012 through December 31, 2014

PREAMBLE

This Agreement is entered into by and between PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 6, hereinafter referred to as the "District", and LOCAL NO. 726, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, hereinafter referred to as the "Union."

The purpose of this Agreement is to achieve and maintain harmonious relations between the District and Union employees, to provide equitable and peaceful adjustments of differences which may arise, and to establish proper standards of wages, hours and other conditions of employment.

ARTICLE 1 – RECOGNITION

- 1.1 The District recognizes the Union as the exclusive bargaining representative of all regular uniformed employees of the District with the rank of Captain and below, except for those employees covered by other bargaining agreements with the District.

ARTICLE 2 – PAYROLL DEDUCTION

- 2.1 The District agrees to deduct once each month, dues and assessments from the pay of those employees who have so authorized it. The District shall remit the total amount of the deduction to the Treasurer of the Union. This authorization shall remain in force during the term of the Agreement. The Union agrees to hold the District harmless against any and all claims, suits, orders or judgments brought or issued against the District for complying with the provisions of this Article.

ARTICLE 3 – UNION SECURITY

- 3.1 An employee within the bargaining unit shall, within thirty (30) days from date of hire, join the Union or contribute the equivalent of the initial dues and assessments and first month's dues to the Union, or to a non religious charity or to another charitable organization mutually agreed upon by the employee

affected and the bargaining unit. Any employee who does not join the Union shall, by the end of each month contribute the regular monthly dues and any assessments to the Union or a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining unit. This shall be in accordance with Section 11, Chapter 108, Laws of 1967 Ex. Sess., and RCW 41.56.122 as amended 1973 Ex. Sess. Employees who fail to comply shall be discharged.

- 3.2 Non-Compliance – The Union agrees that the Employer shall not terminate any Employee under any provision of this Article until notification is provided by the Union to the Employer that an Employee has failed to pay the required initiation fee, dues, service charge, charity or otherwise comply with the provisions of this Article. Upon receiving notice of failure to comply with the provisions of this Article, the Employer and the Union shall immediately meet to review the case and decide on action to be taken to secure compliance, or in the event of intentional non-compliance, determine the termination date of the Employee who willfully refuses to comply. Unless due to the Employer's negligence, the Union agrees to hold the Employer harmless from claims, causes or complaints arising out of the termination of employment of any employee to the provisions hereto.

ARTICLE 4 – UNION DISCRIMINATION

- 4.1 The District agrees not to unlawfully discriminate against any employee for or because of membership in the Union. Such non-discrimination policy also applies to any activities conducted by a member of the Union on behalf of said Union.

ARTICLE 5 – UNION BUSINESS

- 5.1 Union representatives shall be granted time off, with pay, to attend seminars, conventions and conferences involving union business, provided that the total scheduled time off for all such representatives shall not exceed one hundred forty-four (144) hours per year collectively. Union leave shall utilize the same request and approval process as other forms of scheduled leave.
- 5.2 The Union shall be required to obtain prior approval from the Fire Chief or his designee for any Union meeting held at any of the District facilities during duty hours. These meetings shall be limited to twelve (12) per year. Meetings lasting more than two (2) hours shall be held in the evening after 1900 hours.
- 5.3 Union business will be State, IAFF, or District/Union conventions, meetings or educational seminars.

- 5.4 The Employer agrees to furnish and maintain a suitable bulletin board in a convenient place in each station to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.
- 5.5 In addition to the hours referenced in 5.1 above, time off duty will be allowed for principle officers and other representatives to attend the following meetings, as long as the time off does not create overtime for the District – LMC meetings, Union meetings, contract negotiations, and other meetings called at the request of the employer or as mutually agreed upon.

ARTICLE 6 – PREVAILING RIGHTS

- 6.1 All rights and privileges held by the Employee at the present time which are not included in this Agreement shall remain in force unchanged and unaffected in any manner.

ARTICLE 7 – MANAGEMENT RIGHTS

- 7.1 Any and all rights concerned with the management and operations of the District are exclusively that of the District unless otherwise provided by the terms of this Agreement.
- 7.2 The District has the authority to adopt rules and regulations, including but not limited to dress, appearance and work performance for the operation of the District and the conduct of its employees; provided such rules are not in conflict with this Agreement or with applicable law.
- 7.3 The District has the right to discipline employees for just cause; to assign work and determine duties and performance standards of employees; to determine, establish and/or revise the number of personnel to be assigned to duty at any time; and to perform all other functions not otherwise expressly limited to this Agreement. The District agrees that departmental rules and regulations, which affect working conditions shall be subject to the Grievance Procedures.
- 7.4 All rights and privileges held by the District at the time, which are not included in this Agreement, shall remain in force unaffected in any manner.

ARTICLE 8 – WAGES

- 8.1 Wages effective January 1, 2012 shall be increased by an amount equal to 100% of the CPI, Seattle-Tacoma-Bremerton Index, Urban Wage Earners and Clerical Workers, August 2010 to August 2011. A negative CPI percentage will equate to a 0% increase.

Wages effective January 1, 2013 shall be increased by an amount equal to 100% of the CPI, Seattle-Tacoma-Bremerton Index, Urban Wage Earners and Clerical Workers, August 2011 to August 2012, with a minimum annual increase of 1% and a maximum annual increase of 2%. It is agreed between the parties that if CPI exceeds 4%, wages will be opened for negotiation.

Wages effective January 1, 2014 shall be increased by an amount equal to 100% of the CPI, Seattle-Tacoma-Bremerton Index, Urban Wage Earners and Clerical Workers, August 2012 to August 2013, with a minimum annual increase of 1% and a maximum annual increase of 2%. It is agreed between the parties that if CPI exceeds 4%, wages will be opened for negotiation.

Officer level percent differentials established in 2011 will remain in effect for the length of this contract, i.e. Lieutenant wage 12.5% above Firefighter, First Class, and Captain wage 12.5% above Lieutenant.

8.2 Paramedic Premium

8.2.1 Paramedics shall receive twelve percent (12%) above the employee's current classification who are certified as a paramedic both by Washington State and Pierce County. Officer paramedics shall receive 12% above Firefighter first class pay. The premium is considered pay for additional skills and responsibilities. The District shall assume responsibility for all training costs to maintain certification and continuing medical education of the paramedic. If, for any reason the District should terminate the ALS/BLS transport program, paramedic premium pay will be re-negotiated. Paramedics agree to teach OTEP continuing education.

8.2.2 Additionally, paramedics will receive three percent (3%) of 1st Class Firefighter pay on an hour for hour basis when assigned as the patient-care paramedic on a transport unit.

8.3 Haz Mat Technician Pay. The District assumes the responsibility for keeping team members trained as referenced in NFPA 472.

8.3.1 The District will pay an amount equal to two and one half percent (2.5%) of First Class Firefighter wage per month to operate as a Haz Mat Technician.

8.4 Special Operations Team Pay. The District agrees to maintain a Special Operations Team.

8.4.1 The District will pay an amount equal to two and one half percent (2.5%) of First Class Firefighter wage per month, per team member to operate as a Special Operations Team member.

8.5 Longevity Pay. The District agrees to pay longevity on a month basis, according to the following schedule:

5 – 9 years of employment	2% of First Class Firefighter wage
10 - 14 years of employment	4% of First Class Firefighter wage
15 – 19 years of employment	6% of First Class Firefighter wage
20 – 24 years of employment	8% of First Class Firefighter wage
25 – 29 years of employment	11% of First Class Firefighter wage**
30 – 35 years of employment	13% of First Class Firefighter wage**

** These percentage increases are in place for the length of this contract only. Amounts will be frozen as of 12-31-2014 until level 5 with 10% and level 6 with 11% catch up to the frozen amounts.

8.6 Driver Pay. The District agrees to driver pay for firefighters driving medic units, engine and ladder companies on an hour for hour basis at the rate of 5% of Firefighter, First Class salary. Paramedics are not eligible for driver pay when assigned to a medic unit.

8.7 Staffing Person Premium. The District agrees to pay a premium pay to the three (3) shift employees assigned to maintain staffing schedules for their shifts, at the rate of 2.5% of Firefighter, First Class salary.

8.8 SCBA Repair Technicians. The District agrees to pay premium pay to six (6) certified Technicians assigned to maintain SCBA equipment for the District, at the rate of 2.5% of Firefighter, First Class salary.

ARTICLE 9 – FIREFIGHTER AND FIREFIGHTER/PARAMEDIC CLASSIFICATION

9.1 Firefighter and Firefighter/Paramedic Classification -

All employees shall successfully serve a one (1) year probation period. At the end of that period, the employee will be eligible for promotion to a Third Class Firefighter. A Third Class Firefighter will serve in that position for one year. At the end of that period, the employee will be eligible for promotion to a Second Class Firefighter. A Second Class Firefighter will serve in that position for one year. At the end of that period, the employee will be eligible for promotion to a First Class Firefighter. A First Class Firefighter will be eligible for promotion after one year in that position. The firefighter will be eligible for each promotion following successful evaluation procedures and performance skill level testing, as

established for each level by the Training Division, jointly with the Union and accepted by the Fire Chief.

9.1.1 Testing for promotion is to be completed prior to the employee's anniversary date. Successful employees shall be promoted on their anniversary date. If testing is not administered, through no fault of the employee by the employee's anniversary date, the testing process may be extended. In the event the testing process is extended, the employee shall receive the promotional pay increase retroactively to said employee's anniversary date.

ARTICLE 10 – HOURS OF WORK

10.1 Productive hours for shift personnel shall be 7:00 a.m. to 5:30 p.m., Monday through Saturday and 7:00 a.m. to noon on Sunday. Holiday work schedule shall be limited to rig checks, emergency operational briefings, and incident responses on the six following holidays – 1) New Year's Day, 2) Memorial Day, 3) 4th of July, 4) Labor Day, 5) Thanksgiving Day and 6) Christmas Day. One hour of productive time shall be set aside for physical training.

10.2 24 Hour Shift Employees – Duty hours shall be three (3) 24-hour shifts of duty every nine (9) days (AKA Modified Detroit 56 Hour Schedule).

Shift employees shall not work more than 72 hours straight, and are then required to take a 12 hour break.

10.3 This schedule shall be reduced by allowing shift employees to take "Kelly Days" off. Shift employees shall be granted thirteen and one half (13.5) Kelly Days (324 hours) off per year. Thirteen and one half (13.5) Kelly Days off results in an average workweek of 49.79 hours. Kelly shifts shall be taken utilizing a FLSA 27-day cycle calendar provided by the District. All kelly days are tradable within the same shift, and within their respective 27 day cycle.

In lieu of awarding additional Kelly day hours the District and union agree 72 hours of holiday are given in lieu of additional Kelly hours.

10.4 40 Hour Week Day Shift Personnel - Normal working hours for day shift personnel shall be forty (40) hours per week, Monday through Friday, from 8:00 a.m. to 5:00 p.m., including a one (1) hour lunch period.

10.4.1 Employees working under this section may work a flexible schedule, work load permitting and with approval of the Fire Chief.

10.4.2 Employees working under this section are allowed physical fitness work-out time three (3) hours per week.

- 10.5 No member covered by this agreement shall be forced to change work schedules from 24-hour shifts to day shifts.

ARTICLE 11 – PERFORMANCE OF DUTY

- 11.1 Nothing in this Agreement shall be construed to give an employee the right to strike, and no employee shall strike or refuse to perform their assigned duties to the best of their abilities during the term of this Agreement. The Union agrees that it will not condone or cause any strike, mass sick call or any other form of work stoppage or interference to the normal operations of the District during the term of this Agreement.
- 11.2 Neither an employee nor the District shall intentionally waive any provisions of this Agreement, unless such waiver is mutually agreed upon by the Union and the District.

ARTICLE 12 – EDUCATIONAL REIMBURSEMENT

- 12.1 The District agrees to reimburse the costs of necessary books and tuition/registration fees up to the current credit rate for the University of Washington (undergraduate program) for fire science, and job related courses, as approved by the Fire Chief. Payment shall only be made upon successful completion of approved classes, with a passing grade.

ARTICLE 13 – VACATION ACCRUAL

- 13.1 Employees shall accrue vacation hours beginning on the date of employment, and shall become eligible for vacation leave upon completion of one (1) full year of employment.
- 13.2 Each employee shall accrue vacation as follows:

24 Hour Employees:

	<u>Annually</u>		<u>Monthly</u>
1 year of service	120 hours	1 – 12 months	10 hours
2 thru 5 years	168 hours	13 – 60 months	14 hours
6 thru 10 years	216 hours	61 – 120 months	18 hours
11 thru 14 years	264 hours	121 – 168 months	22 hours
15 thru 19 years	312 hours	169 – 228 months	26 hours
20 + years	336 hours	229 – 288 months	28 hours
25+ years	360 hours	289 + months	30 hours

40 Hour Week Employees

1 year of service	80 hours	1 – 12 months	6.67 hours
2 thru 5 years	120 hours	13 – 60 months	10 hours
6 thru 10 years	160 hours	61 – 120 months	13.34 hours
11 thru 14 years	180 hours	121 – 168 months	15 hours
15 thru 19 years	200 hours	169 – 228 months	16.67 hours
20 thru 24 years	265 hours	229 - 288 months	22.09 hours
25+ years	280 hours	289 + months	23.34 hours

- 13.3 Persons hired from Day 1 to Day 15 of a month will be assigned a vacation anniversary date of Day 1 of the month hired and persons hired from Day 16 to the last day of the month will be assigned a vacation anniversary date of Day 1 of the month following the month hired.
- 13.4 Employees shall be paid for any unused accumulation of vacation hours when they are permanently separated from employment (i.e. resignation, retirement, death, layoff or discharge.)
- 13.5 Employees maximum vacation accrual on December 31st of each year carry-over shall not exceed fifteen – twenty four hour shifts (360 hours), or 240 hours for 40 hour week personnel. Unused vacation in excess of the amount set forth above shall be forfeited except in the extreme and/or unusual circumstances approved by the Fire Chief (i.e. extended period of disability leave or vacation scheduling difficulties.)
- 13.6 Selection of vacation hours shall be on a seniority (by shift) basis. After an employee's vacation requests have been approved, it can only be changed by mutual consent.
- 13.7 When it becomes necessary to transfer personnel from Day Shift to 24 Hour Shifts, or vice versa, conversion calculations will be made to insure that the employee will not lose any calendar time.

ARTICLE 14 – OVER TIME//CALL BACK PAY

- 14.1 Employees engaged to work more than their regular scheduled duty hours shall be entitled to overtime compensation. All overtime shall be paid at the overtime hourly rate of one and one half times the employee's straight time hourly rate regardless of hours worked in the applicable FLSA 27 day cycle.

- 14.2 Employees shall be entitled to overtime compensation for off-duty time spent in attendance at meetings and training sessions as required by the District, or when recalled by the District for emergency alarms.
- 14.3 The District agrees to pay a minimum of two (2) hours overtime to employees called back for alarms, training sessions, or District meetings, and a minimum of two (2) hours overtime to employees called back for any other assignment, with the exception that when an employee has not left the station at the end of a regularly scheduled duty shift. Employees required to work beyond their normal shift due to alarm responses will be compensated at one and one half (1-1/2) the employee's straight time hourly rate of pay. Callbacks for employees returning from off-duty shall commence at the time the employee reports for duty.
- 14.4 Employees may voluntarily attend schools, seminars or conferences when authorized by the District, without benefit of overtime. However, the District agrees to pay expenses (meals, lodging, mileage, etc.) if authorized in advance by the District. The District will not deduct time or wages if an employee is assigned to a regularly scheduled shift during said schools, seminars and conferences.
- 14.5 Shift employees who work overtime or callback may elect compensatory time, instead of pay at the overtime hourly rate. Such compensatory time may accumulate up to a maximum of forty-eight (48) hours. If compensatory time is elected, no annual cash-out provisions will be allowed.
- 40 Hour Week Employees who work overtime or callback may elect compensatory time, instead of pay, at the applicable overtime rate. Such compensatory time may accumulate up to a maximum of forty-eight (48) hours. If compensatory time is elected, no cash-out provisions will be allowed.
- 14.6 Employees shall be compensated in cash for any unused accumulation of compensatory time when they are permanently separated from employment (resignation, retirement, death, layoff or discharge.)

ARTICLE 15 – UNIFORMS AND PROTECTIVE CLOTHING

- 15.1 Upon and throughout employment, as defined in the Uniforms and Personal Protection Equipment Policy, the District shall furnish to each employee uniform items. Such items shall be replaced at no cost to the employee, based on fair wear and tear according to District policy.

ARTICLE 16 – SHIFT TRADES//EARLY RELIEF

- 16.1 Shift Trades. Employees (except probationary firefighters) shall have the right to exchange shifts if qualified and if the Battalion Chief or designee approves. The employee who is assigned to work as the result of a shift trade request shall be held responsible to work the traded time. This employee shall be entitled to all benefits afforded other members. Shift trade hours shall not constitute FLSA hours.
- 16.2 Early Relief. Qualified employees are allowed to relieve another employee serving the previous shift prior to the actual scheduled starting time of the oncoming shift. This is entirely a voluntary practice on the part of the employees and shall not affect the compensable hours of work of the employee.

ARTICLE 17 – EMERGENCY LEAVE

- 17.1 In the event of an emergency in the immediate family of the employee that requires the presence of the employee, the employee shall be granted immediate leave with pay, said leave being deducted from the employee's appropriate accrued leave.
- 17.2 The employee shall return to work within two hours or call the BC or Supervisor within two hours to give an update on the situation.
- 17.3 "Emergency" is defined as an event sudden in onset and unexpected, and which demands immediate action by the employee.

ARTICLE 18 – BEREAVEMENT LEAVE

- 18.1 24 Hour Shift Employee – In the event of a death in the immediate family of an employee, the employee shall be granted up to two (2) shifts off with pay. The Fire Chief may, at his sole discretion, grant the third shift off with pay.
- 18.2 40 Hour Week Employee – In the event of a death in the immediate family of an employee, the employee shall be granted up to four (4) days off with pay. The Fire Chief may, at his sole discretion, grant the fifth day off with pay.
- 18.3 The immediate family shall be defined as the spouse and children of the employee; parents or step parents, brother, sister, grandchildren, grandparents of the employee, and those of the employee's spouse.

ARTICLE 19 – HOLIDAYS

19.1 Day Shift Employees. The business offices of CPFR will be closed and employees are not expected to report to work on the following days:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Day

19.2 Day Shift Employees shall be awarded 104 holiday hours on an annual basis. Employees may elect to receive a cash payment of base pay at the straight time rate for up to fifty-six (56) hours each year, in lieu of holidays worked. Dayshift employees shall receive the day off before or the day off following the holiday when such holiday falls on a regular scheduled day off.

19.3 24 hour Shift Employees shall receive two hundred sixteen (216) hours as holiday leave. Employee may elect to receive a cash payment of base pay at the straight time rate for up to the maximum holiday award each year, in lieu of holidays worked.

19.4 Each employee shall elect prior to December 1st of the prior year, on forms provided by the District, the requested cash payment or time off. The cash payment shall be paid to each employee, having made such an election, on the last pay date in the month of November of year earned.

ARTICLE 20 – LEAVE SELECTION

20.1 The maximum number of personnel off on scheduled leave shall be calculated annually. The number of paramedics allowed off on scheduled leave shall be the number of paramedics needed to staff all designated medic positions plus two as a cushion. Annual military leave shall not affect previously scheduled leave.

20.2 Employees may retain unscheduled leave to be used on a first come, first served basis, as long as the minimum staffing requirements established by the District are met, except as noted in 20.3 below. Selection for scheduled leave shall be accomplished in accordance with the Leave Selection Policy.

20.3 As long as minimum staffing levels are observed, requests for leave from hours that are made at least 72 hours in advance may be approved, even if such leave causes overtime status for the District.

ARTICLE 21 – MEDICAL AND DENTAL COVERAGE

- 21.1 Employees of this Bargaining Unit will be enrolled in medical, vision and prescription coverage through the LEOFF Health and Welfare Trust, Medical Plan 6B w/\$200 Vision and Rx \$10/\$35 beginning January 1, 2012, and coverage will continue for the duration of this agreement. Any benefit changes to the existing medical, vision or prescription plan shall be negotiated between the parties to this agreement.

The District agrees to work with Union leadership to research and select a dental plan for years 2012 – 2014. The dental caps for 2012 will be \$130 per month per employee, for 2013 will be \$140 per month per employee, and for 2014 will be \$150 per month per employee.

- 21.2 The medical cap will remain at \$1,700 per month plus 50% for years 2012 and 2013. For year 2014, medical cap will increase \$75 to \$1,775 per month plus 50%. If Group Health coverage is offered, the District will pay premiums up to the highest premium rate of the LEOFF 6B plan.
- 21.3 The District agrees to frontload \$4,000 per bargaining unit member into a HRA (with debit card, if desired) account on January 1, 2012, 2013 and 2014. The District also agrees to contribute \$200 per month per employee to an HRA/VEBA for year 2012, \$225 per month per employee to their HRA/VEBA for year 2013, and \$250 per month per employee to their HRA/VEBA for year 2014. Any monies left in the HRA account as of 12-31 each year will be rolled directly into the HRA/VEBA account.
- 21.4 It is agreed between the parties that all HRA fees (including debit card fees) and HRA/VEBA fees will be paid by employees.
- 21.5 In the event that an employee leaves employment during the year, the District is entitled to collect any HRA frontloaded deposit that the employee is not entitled to, on a pro-rated basis from the employee.

ARTICLE 22 – SICK LEAVE

- 22.1 LEOFF Plan 2 Employees: Full-time employees assigned to 24 hour shift work shall accrue sick leave at the rate of twenty-four (24) hours for each full month of service up to a maximum accumulation of six months' accrued leave.
- 22.2 Full time employees assigned to a forty (40) hour week shall accrue paid sick leave at the rate of seventeen (17) hours for each full month of service up to a maximum accumulation of six months' accrued leave.

22.3 In case of employees who are absent due to illness or injury for which they are receiving payment from State Industrial insurance, the District's obligation shall be limited to paying the difference between the employee's basic salary and the amount received from the State Fund. Sick leave shall be charged on a pro-rated basis in such cases until exhausted.

22.4 In the event that an employee is on a duty related temporary total disability for a period of longer than six (6) months, the District and Union agree that the employee will be moved from shift (24 hours) schedule to day shift (8 hours) schedule for timekeeping purposes.

Employees on a duty related temporary total disability for a period of longer than six (6) months will accrue vacation, sickleave and holidays at 50% of their normal accrual rate for the remainder of the duty related temporary total disability. When the employee is released to light duty and/or full duty, accrual hours will resume at 100% of their normal rate.

22.5 Sick leave shall be granted for the following reasons:

22.5.1 Personal illness or incapacity of the employee;

22.5.2 Health condition of the employee's child under the age of 18, which condition requires treatment or supervision. If an employee stays home to care for an ill child, that employee shall be required to return to work when spouse or other family member arrives home from work, and can assume care of the ill child.

When other family members normally responsible for child care are incapacitated, other child care arrangements will need to be made. Sick leave usage will be denied for child care purposes, when children are not ill.

22.5.3 The District complies with the Federal Family and Medical Leave Act of 1993, and all applicable state laws relating to family or medical leave.

22.5.4 Scheduled doctor's appointments, which due to circumstances cannot be scheduled while off duty.

22.6 When an employee utilizes sick leave, they must notify their Supervisor or on-duty Battalion Chief immediately. Shift personnel must make notification at least forty-five (45) minutes prior to start of shift. Failure to do so may result in a denial of sick leave compensation. The Fire Chief or designee may require a

certification of the employee's condition by a designated District medical facility after the employee has used 72 hours in a calendar year.

- 22.7 No compensation for accrued sick leave shall be paid at termination of employment.
- 22.8 The District agrees to buy back sick leave hours in excess of the employees' maximum accrual at the rate of 25% of the employees' base pay. Sick leave buy back will be paid in November of each year and will be treated as regular income.
- 22.9 Sick leave shall not accrue during leaves of absence without pay, or layoffs.
- 22.10 When it becomes necessary to transfer personnel from the 40 hour work week to shift or from shift schedule to a 40 hour work week schedule, calculations will be made to insure that the employee will not lose any calendar time.
- 22.11 On date of hire, shift personnel shall have available to them one hundred forty-four (144) hours of sick leave, and 40 hour week personnel shall have ninety-six hours of sick leave. Accrual will not begin until employee has completed six (6) months of service. If an employee terminates or is terminated before unearned sick leave hours are replaced, the unearned sick leave will be deducted from the final paycheck.

ARTICLE 23 – GRIEVANCE

- 23.1 Grievances are defined as disputes between the Employee (or Union) and the District to the interpretation or application of specific term(s) of this Agreement, or those disputes over discipline resulting in written reprimands, suspensions, demotions or terminations. Grievances shall be settled according to the following procedure.
- 23.2 In the grievance procedure, the aggrieved employee shall have the right as guaranteed by RCW 41.56.080 to represent him/herself or to be represented by a Union representative. In addition, the Union has the right, in its own capacity, to act as an aggrieved party in the grievance procedure. In the event the aggrieved party is an individual employee, the grievance procedure shall begin with Step 1. In the event the aggrieved party is the Union, the grievance procedure shall begin with Step 2, provided the Union initiates such proceedings by filing a written grievance within twenty (20) calendar days of the knowledge of the alleged grievance.
- 23.3 Any grievance not brought or appealed by the aggrieved employee (or Union) within the prescribed time limits shall be considered resolved on the basis of the

District's last response. A grievance not responded to by the District within the prescribed time limits shall permit the grievance to advance to the next step.

23.4 A grievance shall be submitted in writing and shall contain the following information:

- A. A statement of the grievance and the facts upon which it is based;
- B. The date or dates of the alleged violation;
- C. A statement of the specific provision(s) of the collective bargaining agreement alleged to have been violated;
- D. The manner in which the provision is alleged to have been violated;
- E. The specific remedy sought;
- F. The signature of the aggrieved employee.

23.5 A grievance shall be processed in the following manner, except that time limits may be extended or waived by written mutual agreement of both parties.

STEP ONE

The grievant shall present the grievance to the immediate supervisor within twenty (20) calendar days of knowledge of the occurrence of the event giving rise to the grievance; provided, however, no grievance shall be filed for an alleged violation occurring more than ninety (90) calendar days after the alleged occurrence. The grievant shall meet and discuss the grievance with the supervisor who shall respond in writing, affirming or denying the grievance within fifteen (15) calendar days of the meeting with the grievant.

STEP TWO

If the grievance is not resolved at Step One, the grievant shall submit it, in writing to the Fire Chief of the District or his designee. Within fifteen (15) calendar days of the supervisor's written response, the Fire Chief shall, upon receipt, date the written form submitted. Within ten (10) calendar days, or on a mutually agreed upon date, following receipt of the written form, the Fire Chief will schedule a meeting to discuss the issue(s). In attendance shall be one person representing the Union, the grievant, the Fire Chief, and person designated by the Fire Chief. Following discussion of the issue(s), the Fire Chief shall direct a written response to the grievant(s).

The Fire Chief shall respond in writing within fifteen (15) calendar days from the mutually agreed upon date; provided, however, that if the Fire Chief is unavailable at the time the grievance is submitted to Step Two, the time limit for the Fire Chief's response shall be extended an additional fifteen (15) calendar days.

STEP THREE

If the grievance is not resolved at Step Two, the grievant with the consent of the Union may, within twenty-five (25) calendar days from receipt of the response in Step Two, appeal the grievance to the Board of Commissioners by filing written notice with the District Secretary. The Board shall conduct a hearing and transmit its decision to the grievant and the Union within thirty (30) calendar days of the conclusion of the hearing.

STEP FOUR

If the grievance is not resolved to the satisfaction of the Union at Step Three, the Union may submit the matter to arbitration. Within twenty (20) calendar days of receipt of the Board's findings, the Union shall notify the Board in writing of its intent to arbitrate the issue. Within fifteen (15) calendar days of the Union's request to arbitrate, a representative of the Union and of the Employer shall meet and attempt to agree on a neutral arbitrator. If unable to reach agreement, they shall request a list of seven (7) arbitrators from the Public Employment Relations Commission. Upon receipt of the list, the two representatives shall meet within twenty (20) calendar days to alternately strike names until one name remains. This person shall service as the sole arbitrator.

- 23.6 The arbitrator shall have no power or authority to add to, subtract from or in any manner modify the terms of this Agreement, nor to determine any issue other than that submitted. The decision of the arbitrator shall be in writing setting forth the arbitrators reasoning and shall be final and binding on all parties.
- 23.7 The arbitrator's decision shall be made in writing and should be issued to the parties within sixty (60) calendar days after the hearing.
- 23.8 Expenses and compensation for the arbitrators' service and the proceedings shall be shared equally between the parties; provided, however, each party shall be solely and completely responsible for all costs of preparing and presenting its own case. If either party desired a record of the proceeding, it shall solely bear the cost of such recording, unless both parties agree to share the record and equally share the cost.
- 23.9 If an employee is given a directive by a supervisor which the employee believes to be in conflict with any provisions of this Agreement, the employee shall comply with the directive at the time it is given, and thereafter exercise his/her right to grieve the matter. The employee's compliance with such directive will not prejudice the employee's complaint with such a grievance, and such compliance will not affect the resolution of the grievance.

ARTICLE 24 – ACTING PAY

- 24.1 Acting Pay as a Suppression Lieutenant – Firefighters will receive Lieutenant pay on an hour for hour basis. In the event of an extended period of absence (i.e. disability leave) in excess of 30 days, a temporary Lieutenant will be appointed via the established promotional list, or if no list exists, via seniority.
- 24.2 Acting Pay as a Suppression Captain – When station Captains are on scheduled leave, Captain pay will not be paid to the replacement. They will receive Lieutenant pay. In the event of an extended period of absence (i.e. disability leave) in excess of 30 days, a temporary Station Captain will be appointed via the established promotional list or if no list exists, via seniority.
- 24.3 Acting Pay as Battalion Chief – The Captain will receive Battalion Chief pay on an hour for hour basis. In the event of an extended period of absence (i.e. disability leave) in excess of 30 days, a temporary Battalion Chief will be appointed via the established promotional list or if no list exists, via seniority.
- 24.4 Any employee filling a temporary officer appointment and on leave for more than 30 calendar days (excluding an on-duty injury) shall revert back to their previous position and rate of pay.

ARTICLE 25 – JURY DUTY/WITNESS SERVICES

- 25.1 Employees summoned for jury duty will be granted a sufficient leave of absence from employment. 24 hour shift employees are expected to return to work and complete their shift when not actually serving as a juror. (RCW 2.36.13) Any jury duty pay (exclusive of expenses) received for service on a work day shall be reimbursed to the District.
- 25.2 An employee shall continue to receive normal wages for any period of required service as a witness in any judicial proceeding in which the employee is subpoenaed to appear as a result of, or related to, the performance of official duties with the District. All money received for witness fees, while on duty shall be surrendered to the District. Employees scheduled to work will report for work when less than a scheduled work shift is required by such duties. Employees shall receive overtime if subpoenaed off duty to appear for work related proceedings.

ARTICLE 26 – DEFERRED COMPENSATION

- 26.1 It is agreed that in accordance with Chapter 41.04, RCW, for the purpose of federal income tax reporting only, the gross income of all personnel shall be

reduced by the amount of the contribution paid into the retirement system paid by the Employee.

- 26.2 The ING, ICMA and Frontline IAFF 457 Deferred Compensation Plans shall be made available to employees of the bargaining unit, with the option to participate. Employees shall be governed by the requirements of the plan.
- 26.3 The District shall contribute \$275.00 per month, per employee, on a matching basis to the deferred compensation plan for the term of this agreement.

ARTICLE 27 – SUPPLEMENTAL AGREEMENTS

- 27.1 This agreement may be amended provided both parties concur. Supplemental agreements may be completed through negotiations at any time during the life of this Agreement. Either party may notify the other party in writing of its desire to negotiate. Supplemental agreements thus completed will be signed by the responsible Union and District officials. Supplemental agreements thus completed shall become part of the larger Agreement and subject to all its provisions.

ARTICLE 28 – PROMOTIONS

- 28.1 Vacancies and promotions within the bargaining unit shall be filled by testing from qualified personnel within the bargaining unit. Should all interested personnel fail to qualify, or if no District employees desire the position, the same examination process will be utilized in selecting someone from outside the District to fill the position.
- 28.2 Employees who are promoted to a higher rank shall serve a twelve (12) month probationary period. During such time, the employer may reduce the employee to his/her previous rank without recourse to the Grievance Procedure.
- 28.3 Promotional requirements and the promotional examination process will be defined in Policy.

ARTICLE 29 – EMT

- 29.1 Each employee covered under this Agreement shall become an EMT and maintain this level of certification as long as they are covered by this Agreement. The District will supply any necessary books, and pay for registration and testing fees. All required training to obtain the certification shall be the responsibility of the District. Continuing medical education and testing must be approved by the District and will be obtained during regular duty hours.

ARTICLE 30 – LIGHT DUTY

- 30.1 Employees on temporary disability or extended sick leave may be assigned Light Duty as outlined in RCW 41.04.500 through 41.04.550. Light duty positions shall be considered temporary in nature, and shall have a maximum cap of six months. Light duty shall not affect previously scheduled leave.
- 30.2 When a LEOFF 2 employee is required by the District (on the job injury) to work light duty after being released by their physician, such employee shall accrue benefits commensurate with the assigned shift. Work hours shall be mutually agreed on prior to commencement of assigned duty. Hours shall be worked within the scope of the contract.
- 30.3 All light duty assignments must be job related and of a constructive nature.
- 30.4 Employees injured off duty may request light duty, subject to the approval of the District.

ARTICLE 31 – SENIORITY/PERSONNEL REDUCTION

- 31.1 In the case of personnel reduction, the employee with the least seniority shall be laid off first. No new employees shall be hired until the laid-off employee has been given the opportunity to return to work. Employees will be rehired in the reverse order that they were laid-off. Employees shall lose all seniority in the event of layoff after twenty-four months. Employees on leave of absence for more than twelve months shall not accumulate seniority during such absence. After 48 months if the employee is still laid-off the employee will lose re-hire rights.
- 31.2 The District shall maintain a current listing of the seniority of all employees covered under this Agreement. Seniority ranking shall be in accordance with the employee's date of hire. Where two (2) or more employees are hired on the same date, seniority shall be in accordance with the final published hiring list.

ARTICLE 32 – PROCEDURE FOR CHANGING RULES AND REGULATIONS

- 32.1 If either party wishes to make a change in the District's Rules and Regulations (as per RCW 41.56), that party must notify the other party in writing of their intent.

ARTICLE 33 – PARAMEDIC CERTIFICATION

- 33.1 Paramedics will serve six (6) years as a medic. At the conclusion of that six-year commitment, they may submit a written request to the department to drop their paramedic certification. At the department's discretion, considering the

operational needs of the organization, the request may be honored immediately or within two (2) years for firefighters and six (6) months for officers.

- 33.2 Should an employee trained by the department drop their paramedic status within the first six (6) years for any reason, they will reimburse the cost of training to the department on a pro-rated basis. Costs will include direct training costs (tuition, books, lab fees), not to include wages and benefits cost during the time they are released for school.
- 33.3 Paramedic De-Certification by the Pierce County Medical Program Director and/or the Washington State Department of Health Office of EMS and Trauma is extremely rare and will be treated on a case-by-case basis. These cases will be handled with a 6-member panel, 3 from the administration and 3 union officials. The status of the employee will be determined by this panel and may range from a rollover position as a firefighter/EMT to termination. Should this group not achieve at least a 5-1 decision, the Board of Fire Commissioners will decide the matter. While the matter is being decided the employee will be working as a firefighter or may be placed on administrative leave depending on the situation.
- 33.4 When an employee completes paramedic school and returns to shift, they will be assigned as a hobo paramedic until the next bid. At the next bid, they will be required to bid a medic unit. If their seniority does not allow them to bid a medic unit, they will be assigned to a medic unit until they have completed their first paramedic re-certification. If a medic position on a medic unit becomes available on their shift prior to the bid, they will automatically be assigned to that position.
- 33.5 If an employee is eligible for a promotion prior to completing their first three year certification, the promotion will be delayed until the re-certification is completed. The permanent promotion will not take place until the re-certification is completed, however, the promotion date for seniority purposes will revert back to the date when the promotion was available.

ARTICLE 34 – VOTING

- 34.1 When an employee lives within the Fire District, and their work schedule is such that they would not be able to vote in a national, state or local election prior to or after normally scheduled working hours, the employee shall be allowed reasonable time on duty to vote.

ARTICLE 35 – BID SYSTEM

- 35.1 Shift personnel will be permitted to bid their shift and position (Station) based upon seniority by rank. Probationary personnel are not eligible to bid until they have completed probation. Bid assignments will remain in place for the length of the contract except for those situations outlined in Policy 220 (Shift & Station Assignments), effective 08-20-08.

ARTICLE 36 – REGIONAL/STATE/FEDERAL MOBILIZATIONS

- 36.1 In the event that employees covered by this agreement are assigned by the District to work at an incident where a regional, state or federal mobilization plan has been activated, those employees shall be compensated at their straight-time rate of pay for all normally scheduled work periods. For periods outside the normal work schedule, employees shall receive overtime at the rate of 1-1/2 times their regular salary.
- 36.2 Any specialized training and/or certificates required to participate in a mobilization is the responsibility of the employee and not a requirement of the District.
- 36.3 Employees who choose to participate in any regional/state/federal mobilization as "Contract Employees" do so at their own risk, and agree to provide their own equipment including protective clothing. The District accepts no liability for such employees. Such employees are solely responsible to insure that their scheduled duty shifts are filled by equally qualified District personnel, and at no expense to the District.

ARTICLE 37 – LATERAL TRANSFERS

- 37.1 The District reserves the right to hire lateral transfers when hiring firefighters and firefighter/paramedics. Date of hire with the District will determine seniority and all accrual levels, i.e. vacation, longevity pay, etc.
- 37.2 Lateral transfers will be hired at the second-class firefighter or firefighter/paramedic pay scale and may be promoted to first-class firefighter after successfully completing their one-year probationary period. Lateral transfers will not be eligible for promotional testing for four (4) years from date of hire and may not act out of class for three (3) years from date of hire. The lateral transfer must successfully complete a CPFR approved recruit academy during the one-year probationary period. Lateral transfers may be terminated without cause during their probationary period.

ARTICLE 38– WELLNESS PROGRAM

- 38.1 Participation in the Physical Fitness Program as mutually set up by the Union and the District shall be non-mandatory. The Union and District will appoint a committee to return with an annual report no later than September 1st of each year regarding the wellness program.

The District will continue to purchase and maintain wellness equipment, and maintain three peer trainers per shift without overtime pay.

ARTICLE 39 – IRS SECTION 125 BENEFITS

- 39.1 The District agrees to provide IRS Section 125 plan benefits to employees. This plan will allow employees to pay for out of pocket medical expenses and dependent daycare expenses on a pre-tax basis.

ARTICLE 40 - MEDICAL EXPENSE REIMBURSEMENT PLAN (MERP)

- 40.1 The District shall allow employees to contribute an appropriate amount per month, to the Washington State Council of Firefighters Medical Expense Reimbursement Plan. The District shall facilitate employee deductions through payroll deduction. It is acknowledge that the District's role is administrative only. The plan requires participation by all bargaining unit members.

ARTICLE 41 – SUPPLEMENTAL INSURANCE PROGRAM

- 41.1 The District agrees to allow employees to participate in a supplemental insurance program. This insurance program is an employee premium paid program with payroll deduction.

ARTICLE 42 – UNIFORMED DAY POSITIONS

- 42.1 The District and Union agree that a certain number of uniformed day shift positions may be needed in the future, subject to approval by the Board of Commissioners. The District and Union shall negotiate duties and job descriptions.

ARTICLE 43 - TACOMA FIRE DEPARTMENT COMMUNICATIONS/CPFR FIREFIGHTERS

- 43.1 Personnel assigned to TFD Dispatch will remain Central Pierce Fire & Rescue employees. All wages and benefits will be paid and provided by Central Pierce Fire & Rescue. Tacoma Fire Department will reimburse CPFR for overtime worked in dispatch.

43.2 When a dispatcher position becomes available, that position will be filled by a First Class firefighter in order of seniority. If no person volunteers to fill the position, the position will be filled in reverse seniority by a First Class Firefighter. After training, a firefighter will be assigned to TFD Dispatch for a minimum of two years.

43.3 CPFR Firefighters assigned to Tacoma Dispatch will be covered by all the provisions of the IAFF, Local 31 Collective Bargaining Agreement, except:

Article 3 – Joint Labor Committee (Medical/Dental Insurance)

Article 19 – Promotions

Article 22 – Personnel Reduction

CPFR Firefighters will continue to be covered by the following articles in the IAFF, Local 2175 Collective Bargaining Agreement:

Article 15 – Uniforms and PPE

Article 21 – Medical/Dental Coverage

Article 28 – Promotions

Article 29 – EMT

Article 31 – Seniority/Personnel Reduction

43.4 Upon mutual agreement of the parties involved, either the TFD or the CPFR Grievance Procedure will be selected, based on the specific issues of the grievance.

43.5 While working at TFD Dispatch, the CPFR Firefighter shall follow all TFD rules, policies, procedures, guidelines, and ordinances. CPFR management will be notified and consulted of any pending discipline that may result in more than an oral or written reprimand. Issued discipline shall be forwarded to the HR Division of CPFR for personnel filing.

43.6 If a CPFR Firefighter dispatcher is eligible for promotion prior to completing their two year commitment, the permanent promotion will be delayed until the two year commitment is completed. However, the promotion date for seniority purposes will revert back to the date when the promotion was available.

ARTICLE 44 – SAVINGS CLAUSE

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

ARTICLE 45 – BINDING ON SUCCESSORS

45.1 This agreement shall be binding upon the successors, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by consolidation, merger or annexation.

ARTICLE 46 – CONSOLIDATION

46.1 Should any future consolidations, mergers or contractual agreements occur with another District or jurisdiction, the District shall impact bargain with the Union per RCW 41.56.

ARTICLE 47 – TERM OF AGREEMENT

47.1 This agreement shall become effective January 1, 2012 and shall remain in full force and effect until and through December 31, 2014.

Dated this _____ day of _____, 2011.

LOCAL 726, I.A.F.F, Firefighters Bargaining Unit

Lynn Miller, President

PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 6
BOARD OF COMMISSIONERS

Chairman

Commissioner

Commissioner

Commissioner

Commissioner

Approved as to form and content:

Reviewed by:

Douglas Willis, Fire Chief

K. Johnson

V. Carlsen