

AGREEMENT

BY AND BETWEEN

SOUTH PIERCE FIRE & RESCUE
#17

AND

IAFF, LOCAL #726
#17 BARGAINING UNIT

January 1, 2010
Through
December 31, 2012

**AGREEMENT BY AND BETWEEN
SOUTH PIERCE FIRE & RESCUE #17
AND
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL #726**

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**AGREEMENT BY AND BETWEEN
SOUTH PIERCE FIRE & RESCUE #17
AND
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL #726**

January 1st, 2010 through December 31st, 2012

PREAMBLE

This Agreement is entered into by and between **SOUTH PIERCE FIRE & RESCUE#17**, 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 and temporary uniformed employees of the District with the rank of assistant chief 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, not to exceed ninety-six (96) hours per year to attend meetings, seminars, conventions and conferences of mutual benefit to both Union and the District, as determined by the Fire Chief. Union leave shall utilize the same request and approval process as other forms of scheduled leave. Only one Union representative shall be granted Union Business Leave per shift.
- 5.2 The Union shall be required to give five (5) working days notice to the Fire Chief or his designee for any Union meeting held at any of the District stations during duty hours. The Fire Chief may waive this advance notice requirement. These meetings shall be limited to twelve (12) per year. Such regular meetings shall not interfere with the normal District operations.
- 5.3 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. The Union will have the ability to use department resources for the negotiation and administration of the contract, as approved by the Fire Chief.
- 5.4 One regular 08:00 monthly or special Union meeting(s) may be held in Fire District facilities provided; said meeting(s) are not in conflict with pre-scheduled in-house events and do not otherwise disrupt normal department operations. With approval of the Fire Chief, or designee, special meetings may be held at any time and/or fire station.

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 and the means, methods and facilities by which they are effectuated 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 hire, promote, demote, supervise, train, transfer with cause, to establish qualifications for employment and evaluate employees. The District has the right to discipline or discharge employees for just cause and to discharge probationary employees at will. The District has the right 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; to implement new and to revise or discard procedures, materials, equipment and facilities; to eliminate, reorganize, or combine the work of the employee or subcontract work beyond the capacity of the bargaining unit; and to perform all other functions not otherwise expressly limited by this agreement. The District agrees the departmental rules and regulations which affect working conditions and performance shall be subject to the Grievance Procedures.
- 7.4 All rights and privileges held by the District at the time that are not included in this Agreement shall remain in force unaffected in any manner.

ARTICLE 8 – WAGES

- 8.1 Wages effective January 1, 2010 shall be increased by CPI plus 3% (CPI will not be a negative). Wages shall maintain a 10% spread between the ranks of Probationary Firefighter and 3rd class Firefighter and 10% spread between the ranks of 3rd class Firefighter and 2nd class Firefighter, and maintain 10% spread between the ranks of 2nd class Firefighter and 1st class Firefighter. A twelve percent (12%) spread will be maintained between 1st Class Firefighter and Lieutenant positions. A twenty-percent spread shall be maintained between Lieutenant and Assistant Chief. Paramedic positions will also receive a 12% premium.

8.1.1 Effective January 1, 2011 wages shall be a general wage increase of 2%. In addition wages will be increased by CPI. CPI will not be a negative, but will be a maximum of 3%.

8.1.2 Effective January 1, 2012 wages shall be a general wage increase of 2%. In addition wages will be increased by CPI. CPI will not be a negative, but will be a maximum of 3%.

8.1.3 CPI is based on the August – August Seattle, Tacoma, Bremerton all wage earners.

8.2 Longevity – Employees shall receive longevity pay at the rate at 2% for every five (5) years of employment.

ARTICLE 9 – FIREFIGHTER AND FIREFIGHTER/PARAMEDIC CLASSIFICATION

9.1 Firefighter 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 (1) 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 (1) year. At the end of that period, the employee will be eligible for promotion to a First Class Firefighter. The Firefighter (employee) 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.

Advancement from one class to the next higher wage rate/class shall be based upon the following; Completion of one year of service and satisfactory job performance evaluations. Advancement from Probationary Firefighter to 3rd Class Firefighter shall also be based upon successful completion of the mutually agreed upon "Probationary Book", and any probationary training or test developed by the Labor Management Committee.

Testing for probation shall be completed prior to the employee's anniversary date of their first year of employment. Successful employees shall be promoted on their anniversary date. This shall apply to all new hires after January 1, 2010.

ARTICLE 10 – HOURS OF WORK

10.1 Productive Hours for shift personnel shall be from 07:00 to 16:00 hours Monday thru Friday. Saturday productive hours are from 07:00 to 14:00 hours and Sunday productive hours are from 07:00 to 12:00 hours. Productive time may be adjusted by the Chief or his designee for activities such as, but not limited to; training, public education events, fire prevention activities, and other matters inherent to the fire service. When possible, these activities shall be scheduled in advance.

All personnel assigned to a Tuesday shift shall participate in all Tuesday night drills unless the location of the drill or content of the drill interferes with response readiness. Only the Fire Chief or his designee will determine which units can be excused from Tuesday drill.

On-Duty career members will not be assigned as lead instructors on Tuesday night drills.

Career members are not required to attend quarterly association meetings.

Productive hours for District recognized Holidays shall be limited to daily rig checks, emergency operational briefings, and incident responses on the eleven (11) following holidays-1) New Year's Day, 2) Martin Luther King Day, 3) Presidents Day, 4) Memorial Day, 5) Independence Day, 6) Labor Day, 7) Veterans Day, 8) Thanksgiving Day, 9) Day after Thanksgiving, 10) Christmas Day, and 11) Floating Holiday.

- 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) and is computed as follows:

24 hours a day @ 365 Days a Year = 8760 Hours per Year
Divided into 3 Shifts = 2920 Hours per Shift per Year
365 Days per Year/7 Days per Week = 52.14 Weeks per Year
2920 Hours per Shift/52.14 Weeks per Year = 56 Hours per Week

2010 Kelly days will increase by 72 hours for a total of 13 K-days. Due to previously selected Kelly time, the remaining three (3) days will be selected via seniority and placed on the 2010 leave calendar.

Beginning 2011 Kelly Days shall be selected following a twenty-seven (27) day cycle. This cycle shall begin January 1, 2011.

Workweek reduction Calculation

2920 Annual hours minus 13 Kelly days @ 24 hours (312 hours) = 2,608 annual hours / 52.14 weeks = 50.02 hour workweek.

- 10.4 Conversion of sick leave and vacation

Conversion for sick leave and vacation when personnel are transferred from shift work to day shift or from day shift to shift work will be done with a factor of 1.4 (56/ 40) = 1.4

Example #1

A firefighter has 500 hours of accrued sick leave. Firefighter then transfers from shift work to day shift. The 500 hours of sick leave would become 357.14 hours, as the firefighter would be using it at a different rate.

Accrued hours are divided by 1.4 ($500 / 1.4 = 357.14$)

Example #2

A firefighter has 500 hours of accrued vacation. Firefighter then transfers from day shift to shift works. The 500 hours would become 700 hours, as the firefighter as the firefighter would be using it at a different rate than earned.

Accrued hours are multiplied by 1.4 ($500 \times 1.4 = 700$)

Employees shall be credited at their retirement with 0.004 years of service credit for each unused day of sick leave.

All hours accrued on a shift basis shall be converted to days for calculations of service credit and reported to DRS.

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 for fire science, and job related courses.
- 12.2 Payment shall only be made upon successful completion of approved classes, with a grade of "C" or equivalent.
- 12.3 Employee requesting payment shall submit their information on the tuition, books and fees, including a final grade to the District upon completion of the course.

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 be granted vacation hours on January 1st of each year. Each employee shall also be granted vacation accrual as follows:

	24 Hour Employees	40 Hour Employees
1 year of service	120 hours	56 hours
2 thru 5 years	144 hours	96 hours
6 thru 10 years	192 hours	136 hours
11 thru 15 years	240 hours	176 hours
16 thru 20 years	288 hours	216 hours
21 plus years	336 hours	256 hours

- 13.3 For ease of vacation calculation only (not affecting seniority), all employees vacation shall be calculated by using a vacation anniversary date as follows:

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.

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 carry-over shall not exceed twelve – twenty four hour shifts (288 hours), or 160 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 as outlined in Article 20 – Leave Selection.
- 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. Overtime shall be earned at the rate of one and one-half (1 ½) times the employee's straight time hourly rate of pay. Callback or overtime will be rounded to the nearest quarter hour increment.

- 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 one (1) hours overtime to employees called back for alarms, training sessions, or District meetings, and a minimum of one (1) 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 equivalent to current IRS rates, 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 applicable hourly rate. Such compensatory time may accumulate up to a maximum of 96 hours. If compensatory time is elected, no 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 ninety-six (96) 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.)
- 14.7 In the event that an employee is assigned to work at an incident where a Regional, State or Federal Mobilization plan has been activated, the employee shall be compensated via plan activated monies, at an overtime rate of one and one half times their regular salary for the period outside the normal work schedule.

ARTICLE 15 – UNIFORMS AND PROTECTIVE CLOTHING

- 15.1 The District shall furnish all uniforms, protective clothing, and equipment for each employee covered under this contract.
- 15.2 Uniforms, protective clothing and equipment shall be provided by the District and shall meet or exceed all appropriate Washington State safety standards. Items shall be replaced by the District at no cost to the employee on a wear and tear bases. Name

tags shall be issued by the District, sewn on type for shirts. Boots will be replaced every two years or when damaged.

- 15.3 The District recognizes that communication among emergency response personnel is critical. The District shall provide each member with an alpha pager. Time spent communicating on this device will not be considered on-duty time unless the employee is on a scheduled shift. The pager will be available to the employee for personal use when not in use for District business. District cellular phones shall not be used by employees for business and commercial purpose. Limited and reasonable cellular phone use for personal calls, for example family matters, is permitted.

- 15.4 Dept will purchase and maintain a minimum of;

3 each	uniform shirts
3 each	uniform pants
1 pair	safety boots/shoes
6 each	F.D. tee shirts
1 each	winter jacket
2 each	polo shirts (if required by position or District)
1 each	belt
1 each	Nomex Wildland Coat
2 each	sweat pant
2 each	sweat shirt
2 each	jogging shorts
1 each	Complete class A uniform purchased after 1 st year of employment. Any District 15 employee hired after Feb 1 st , 2008, a class A will be purchased after 1 st year of employment.
1 each	dept. ball cap

- 15.5 The Fire District shall purchase only one (1) Class "A" Uniform per qualified Employee over the course of his/her employment and; that all maintenance subsequent to purchase shall be the sole responsibility of the employee. Promotional insignia changes or departmental insignia changes will be at the expense of the district.

ARTICLE 16 – SHIFT TRADES/EARLY RELIEF

- 16.1 Shift Trades. Employees may voluntarily exchange shifts for one another during scheduled work hours in performance of work in the same capacity and if approved.

- 16.1.1 Probationary Firefighters are not eligible for shift trades or fill-ins unless prior approval of the Fire Chief.

- 16.2 Early Relief. Employees are allowed to relieve another employee serving the previous shift prior to the actual scheduled starting time of the oncoming shift. Early relief shall not exceed two (2) hours. Shift trades and early relief are entirely a voluntary practice on the part of the employees and shall not affect the compensable hours of work of the employee. Shift trades shall not constitute FLSA hours.

- 16.3 Any Acting Lieutenant can fill in for a hard bar Lieutenant as long as minimum staffing is met. Minimum staffing at each career station shall consist of a total of two (2) employees. One (1) shall be a hard bar officer or actor, and/or one (1) paramedic/firefighter or one (1) firefighter/EMT if the officer is a paramedic.
- 16.4 Once a shift trade is approved it cannot be canceled by the District.

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 accrued sick leave. This leave will be granted on an hour for hour basis, and is not subject to 24-hour increments. The Fire Chief or designee shall approve emergency leave.
- 17.2 The employee shall be required to return to work immediately upon the termination of the emergency.
- 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, three (3) if out of state travel is required, 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, five (5) days if out of state travel is required, 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 (or significant other) 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 For the purpose of this Article, the following eleven (11) holidays will be observed:

New Years Day	January 1 st
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Veterans Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Fourth Friday in November
Christmas Day	December 25 th
One Floating Holiday	

19.2 40 Hour Week Employees – Shall receive one scheduled day off for each holiday listed in this Article. Unless mutually agreed to by the employee and District, employees assigned to Day Shift shall not be expected to be present on the holidays listed above. Day shift employees shall receive the day off before or the day off following the holiday when such holiday falls on a regular scheduled day off.

Employees may select to receive cash payment of base pay at straight time rate for up to forty (40) hours in lieu of holidays worked.

19.3 Each employee shall receive 144 hours of their straight time hourly rate on the last pay date in the month of November of the year earned. Each employee may elect to take a portion or the full 144 hours as time off.

ARTICLE 20 – LEAVE SELECTION

20.1 Leave shall be approved by the District. The employees have a reasonable right to use accrued leave. Scheduled leave shall include vacation, k-days, Holiday Time, Compensatory time, Union business.

20.2 Subject to the provisions of State and Federal Family and Medical Leave laws, all leave shall be taken in increments of not less than twenty-four (24) hour blocks when numerically possible with the exception of compensatory time and vacation time, when vacation time is used for District approved training.

Compensatory time may be taken in a minimum of four hours. The Fire Chief or his designee may approve lesser increments.

20.3 All requests for unscheduled leave will be submitted utilizing the District's computerized scheduling system. All leave requests shall be submitted at least seventy-two hours (72) prior to the requested leave. The Fire Chief or designee must approve the request.

Under unusual or extreme circumstances the Fire Chief or his designee may approve the request with shorter notice.

- 20.4 Anticipated accrued leave for the year may be scheduled, but may not be taken until said leave is earned.
- 20.5 By December 1st of each year, employees shall schedule their leave requests for the upcoming 12 months. Employees will be responsible to schedule their leave thru December 31st. Also at this time the k-days will be chosen on a 27 day cycle.
- 20.6 All leave selected prior to December 1st shall be selected by seniority in four (4) rounds. Round 1; K-Day selection, Round 2; Vacation selection, Round 3; Holiday selection, Round 4; Vacation carried over from previous years.

Seniority for leave selection shall be defined as the date of hire with South Pierce Fire & Rescue with the same rules applying for employees hired on the same day as outlined in Article 31 – Seniority/Personnel Reduction.

- 20.6.1 Leave selection up to March 15, 2010 will allow up to three (3) off per shift. Beginning March 16, any leave selected shall be limited to a maximum of two (2) off per shift.
- 20.6.2 Minimum staffing at each career station shall consist of a total of two (2) employees. One (1) shall be a hard bar officer or actor, and/or one (1) paramedic/firefighter or one (1) firefighter/EMT if the officer is a paramedic.

No station shall be staffed with more than one probationary firefighter on duty at a time.
- 20.7 Leave selected after January 2nd shall be on a first-come-first-serve basis.
- 20.8 When a scheduled day off is cancelled, the day off shall be offered by seniority to all shift members with a reasonable time to respond.
- 20.9 Personnel reassigned by the District shall be allowed to resubmit their leave requests. Previously approved leave time blocks shall be honored by the District. Personnel who request shift reassignments may lose previously approved leave blocks.

ARTICLE 21 – MEDICAL AND DENTAL COVERAGE

- 21.1 Medical and dental coverage during the term of this agreement shall be consistent with Washington Fire Commissioners PPO+ plan.
- 21.2 The District will recognize domestic partners for medical and dental coverage. The term “domestic partner” will be recognized per the Washington State Code definition.
- 21.3 The District shall pay 100% of the premiums for the employees and dependants.

- 21.3 The District will participate in the Health Trust Program established by the WSCFF for the purpose of retirement medical coverage. The district shall make the \$75 monthly contributions to the Washington State Council of Fire Fighters Employee Benefit Trust (MERP).

ARTICLE 22 – SICK LEAVE

- 22.1 LEOFF Plan 1 Employees: Sick leave, per occurrence, after three (3) working days for 24 hour shift personnel, or five (5) working days for Day Shift personnel shall become LEOFF disability, rather than sick leave.
- 22.2 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 per month.
- 22.3 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.
- 22.4 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.
- 22.5 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, whose 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, and can assume care of the ill child.
- When other family members normally responsible for childcare are incapacitated, other childcare arrangements will need to be made. Sick leave usage will be denied for childcare purposes, when children are not ill.
- The Fire Chief or designee may approve sick leave for giving care related to illness or serious injury of the employee's spouse.
- 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.
- 22.5.5 Paternity leave shall be granted to all new fathers in the amount of 48 hours of paid leave utilizing said employees leave hours. Employees utilizing paternity leave may be

granted additional time off utilizing sick leave and/or vacation time, not to exceed three (3) additional shifts. The Fire Chief will review requests for additional time on a case by case basis.

22.5.6 Maternity leave shall be granted to all new mothers in the amount of 48 hours of paid leave utilizing said employees leave hours. Employees utilizing maternity leave may choose to utilize maternity leave, sick leave or vacation, not to exceed ninety (90) calendar days of compensated time. If the period of absence requested extends beyond the employee's accrued leave and/or vacation time, the employee may request a leave of absence without pay or fringe benefits up to a maximum of ninety (90) calendar days. The Fire Chief will review requests for additional time on a case by case basis.

22.6 When an employee utilizes sick leave, they must notify the on duty officer or acting officer at Station 171. The officer shall then fill the overtime position following department policy if necessary. The officer shall then email the Deputy Chief or designee with any daily roster changes. Shift personnel must make notification at least forty-five (45) minutes prior to the start of their duty shift. Failure to do so may result in a denial of sick leave compensation. The Fire Chief or designee may require certification of a twenty-four (24) hour shift employee's condition by a designated District medical facility after the employee has used seventy-two (72) or more consecutive hours.

Sick leave for day shift employees that extend for three (3) consecutive work days or more may require certification of an employee's condition by a designated District medical facility.

The district and union agree to develop language for the sick leave reporting policy.

22.7 No compensation for accrued sick leave shall be paid at termination of employment.

22.8 Sick leave shall not accrue during leaves of absence without pay or layoffs.

22.9 When it becomes necessary to transfer personnel from the 40-hour workweek to shift or from shift schedule to a 40-hour workweek schedule, calculations will be made to insure that the employee will not lose any calendar time.

22.10 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 (96) hours of sick leave. These sick leave hours are a loan charged against the sick leave accrued in accordance with the conditions of accrual as specified in the sick leave article of this agreement. 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.

22.11 Employees who have exhausted their sick and vacation leave benefits may receive a gift of sick leave from any District employee if they require extended time off for illness or injury. In such event, the District's only involvement shall be to transfer an employee's

sick leave credit in accordance with the employee's request and add it to the sick leave balance of another employee. Employees may donate up to ten (10) percent of their accrued sick leave balance. Only employee's who have accumulated more than 240 hours may make a contribution and no employee may contribute more than 48 hours per year to any other employee.

ARTICLE 23 – GRIEVANCE PROCEDURE

- 23.1 Grievances are defined as disputes arising between the Employee (or Union) and the District with respect to the interpretation or application of specific term(s) of this Agreement, or those disputes over Discipline for just cause. 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 files an intent to file grievance letter to the District within twenty (20) calendar days of knowledge of the alleged grievance. A meeting between the Union and the District, or Labor/Management meeting, shall be convened within 30 days to discuss the alleged grievance. The Union shall have twenty (20) calendar days after this meeting to file a formal written grievance as per Step 2. The Union may by-pass this Union/District meeting process and directly submit a written grievance to begin Step 2.
- 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) calendars 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 shall 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 Lieutenant – Fire Fighters will receive lieutenant pay for all hours worked on an hour for hour basis. In the event of an extended period of absence (i.e. disability leave) in excess of 30 days, an acting lieutenant will be appointed via the established promotional list, or if no list exists, via seniority. The District and the Local agree to develop acting lieutenant standards.
- 24.2 Acting pay as Lieutenant- Fire Fighters will receive lieutenant pay for all hours worked. An acting lieutenant shall be a First Class Fire Fighter. In the event of an extended period of absence (i.e. disability leave) in excess of 30 days, an acting lieutenant will be appointed via the established promotional list or if no list exists, via seniority.

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 workday 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 Washington State Deferred Compensation Program 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.
- 26.2 The District shall contribute \$100.00 dollars 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 bargaining unit members within the District. Should all interested personnel fail to qualify, or if no District employees desire the position, the same examination 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 Promotion examinations will consist of components that are mutually agreed upon by the District and the Bargaining Unit.
- 28.4 To be eligible to test for a promotion, an employee must have been employed by the Fire District for a minimum of three (3) years.
- 28.5 The Fire District and Union agree to develop promotional criteria for the position of Lieutenant.

If the Fire District determines the need for a higher rank classification. The Fire District and Union agree to develop promotional criteria for each rank classification.

ARTICLE 29 – EMT-B/EMT-P

- 29.1 Each employee covered under this Agreement shall become an EMT-B/EMT-P and maintain their 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 may 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 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 affecting this bargaining unit, the employee with the least seniority shall be laid off first. No new position shall be filled, nor work contracted out, until the laid-off employee has been given the opportunity to return to work. Seniority is not determined by rank.
- 31.2 Employees shall lose all seniority in the event of resignation or termination and shall lose seniority after twenty-four months of layoff. Employees on leave of absence for more than twelve months shall not accumulate seniority during such absence.

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. The Union will be given 10 days to review all such changes.

ARTICLE 33 – FIREFIGHTER/PARAMEDICS

- 33.1 Firefighter/Paramedic De-Certification – A board consisting of one Chief Officer (Fire Chief or Assistant Chief), one Union official, one Firefighter/Paramedic and one Physician (Base Station, Supervising or Medical Program Director) will meet at the request of the Firefighter/Paramedic to review the circumstances of the De-certification.
- 33.1.1 If a Firefighter/Paramedic drops his/her certification as a Paramedic for their own reasons and no position is open with the District to rollover to, the Firefighter/Paramedic will be placed on unpaid leave. The Firefighter/Paramedic will be eligible to take the first Firefighter position that opens within a period of one year, provided that the Firefighter is still certified as an EMT. After a period of one (1) year, the District has no further obligation to the former employee.
- 33.1.2 If a Firefighter/Paramedic is de-certified by an act of the Pierce County EMS Office, DSHS EMS Office, County Medical Program Director or Base Station Physician, the Firefighter/Paramedic will be kept on paid leave or on-duty as a Firefighter/EMT, at the discretion of the Fire Chief, until a decision has been made by the above mentioned Review Board.
- 33.1.3 If the Review Board decides that the de-certification was not the fault of the employee, and the employee is still certified as an EMT, the District will keep the employee as a Firefighter/EMT, at his/her current rate of pay, less any paramedic premium compensation.
- 33.1.4 If the Review Board decides that the de-certification was the fault of the Firefighter/Paramedic, then the employee must submit in writing to the Board his/her intentions within twenty-four (24) hours of the Board's decision (i.e. does the employee wish to attempt re-certification). If the employee is willing to attempt re-certification, the District will keep the employee on paid leave or on duty as a Firefighter/EMT, at the discretion of the Fire Chief, until the employee is re-certified or two months, whichever comes first. During the two-month period, while the Paramedic is attempting re-certification; he/she must document their efforts to re-certify and submit these in writing to the Fire Chief on a weekly basis. If classes are not available at the time, the Paramedic may be retained as an employee, in the capacity of Firefighter/EMT, if their EMT status is not in question by the Pierce County EMS Office, until the classes are available to the employee. In this case, the Board will extend the two-month period as needed. In no case will this be construed to allow a Firefighter/Paramedic to receive two months pay without justifiable efforts to re-certify.

ARTICLE 34 – VOTING

- 34.1 When an employee's work schedule is such that he/she 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 granted reasonable time off from duty to vote, without loss of pay, accrued vacation, holiday or compensatory, Kelly day time off or sick leave time.

ARTICLE 35 – CHAIN OF COMMAND

- 35.1 In accordance with IMS procedures, the first arriving District member shall establish command of an emergency scene. Command may be retained, relinquished or assumed by another member of equal or higher rank. In cases of life and/or property-resource conservation, where a volunteer is in command and has been notified of a problem but has not taken action to resolve the problem, a volunteer may be relieved of command by career staff with a review to take place after the incident to assure that the assumption of command was justified. A review board shall be comprised of one Chief Officer, one Volunteer Officer and one member of Local #726.
- 35.2 During day to day operations career staff will be subordinate to career staff only. Career personnel will be in charge of their programs and will report to a career officer the progress of these programs. This will not change the previous agreement when it comes to scene command.

ARTICLE 36 – WELLNESS PROGRAM

- 36.1 The Union and the District agree to meet and develop a mutually agreeable wellness program.

ARTICLE 37 – SAVINGS CLAUSE

- 37.1 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 38 – BINDING ON SUCCESSORS

- 38.1 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 39 – CONSOLIDATION

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

ARTICLE 40 – TEMPORARY POSITIONS

- 40.1 Temporary Fire Fighters/ EMT-B/ EMT-P shall be limited to a maximum of six (6) months of continuous employment unless approved by the Union and the District. The District and Union agree to create criteria for the position of temporary firefighter.

- 40.2 In the event a covered employee is on lay off status, the covered employee shall fill vacant temporary positions, provided they meet minimum qualifications. If the position cannot be filled by an employee on lay off status, temporary hires will be selected from the eligibility list, if one exists. Temporary fire fighters shall be paid a minimum of probationary fire fighter wages, including Sick Leave.
- 40.3 Temporary officer positions will be limited to a maximum of 12 months of continuous promotion unless approved by the Union and the District. The temporary position will be filled utilizing the appropriate promotional list in ranked order.

ARTICLE 41 – SUBSTANCE ABUSE

- 41.1 PCFD 17 Fire Fighters Local 726, IAFF and PCFD 17, recognize that drug use by employees would be a threat to the public welfare and the safety of department personnel. It is the goal of this policy to eliminate or absolve the illegal drug usage through education and rehabilitation of the affected personnel. The use of alcoholic beverages or unauthorized drugs shall not be permitted at the employers work sites and/or while an employee is on duty.
- 41.2 All employees shall be fully informed of the District's drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the employer shall inform the employees of how the tests are conducted, what the tests can determine, and the consequences of testing positive for drug use. All newly hired employees will be provided with this information on their initial date of hire. No employee shall be tested until this information is provided to him.
- 41.3 The District shall not discipline employee who voluntarily come forward and ask for assistance to deal with a drug or alcohol problem. No disciplinary action will be taken against an employee unless they refuse the opportunity for rehabilitation, fails to complete a rehabilitation program successfully, or again tests positive for drugs within two (2) years of completing an appropriate rehabilitation program. Discipline shall be as per PCFD 17 rules and regulations and/or this agreement.
- 41.4 Employees shall not be subject to random medical testing involving blood and urine analysis or similar related tests for the purpose of discovering possible drug or alcohol abuse. If, however, evidence exists establishing probable cause to believe an employees work performance is impaired due to drug or alcohol abuse, the District will require the employee to undergo medical test consistent with the conditions as set forth in this article.
- 41.5 The collection and testing of the samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall be one that is certified by the National Institute of Drug Abuse (NIDA). The laboratory used shall also be one whose procedures are periodically tested by NIDA where they

analyze unknown samples sent by an independent party. The results of employee tests shall be made available to the Medical Review Physician.

- 41.6 The laboratory shall test for only substances and within the limits as follows for the initial and confirmation test as provided within NIDA standards:

DRUG TESTING STANDARDS

<u>DRUG</u>	<u>SCREENING TEST</u>	<u>CONFIRMATION</u>
Amphetamines	1,000 ng/ml	
Amphetamine		500 ng/ml
Methamphetamine		500 ng/ml
Barbiturates	200 ng/ml Barbiturate	500 ng/ml GC-MS
Benzodiazepine	300 ng/ml Oxazepam	500 ng/ml GC-MS
Marijuana Metabolites	100 ng/ml	16 ng/ml
Cocaine Metabolites	300 ng/ml	150 ng/ml
Opiate Metabolites	300 ng/ml	
Morphine		300 ng/ml
Codeine		300 ng/ml
Phencyclidine	25 ng/ml	25 ng/ml

- 41.7 Collection of blood or urine samples shall be conducted in a manner that provides the highest degree of security for the sample and freedom from adulteration. Recognized strict chain of custody procedures must be followed for all samples as set by NIDA. The Union and District agree that security of the biological urine and blood samples is necessary. Therefore the District agrees that if the security of the sample is compromised in any way, any positive test shall be invalid and may not be used for any purpose.
- 41.8 Blood or urine samples will be submitted per NIDA standards. Employees have a right for Union or legal counsel representatives to be present during the submission of the sample. Prior to submitting a urine or blood sample, the employee will be required to sign a consent and release form (Appendix B).
- 41.9 A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. All samples must be stored in a scientific acceptable preserved manner as established by NIDA. All positive or negative confirmed samples and related paperwork must be retained by the laboratory for at least six (6) months or for the duration of any grievance, disciplinary action, or legal proceedings, which ever is longer. At the conclusion of this period, the paperwork and specimen shall be destroyed.
- 41.10 Tests shall be conducted in a manner to ensure that an employee legal drug use and diet does not affect the test results. All urine samples which test positive or the initial screening test shall be confirmed by a gas chromatography/mass spectrometry.

Testing will be (GC/MS) using confirmation levels (as per NIDA standards) outlined in section 9.6.

- 41.11 A Breathalyzer or similar test shall be used to screen for alcohol use and if positive shall be confirmed by a blood alcohol test performed by a qualified laboratory. A positive blood alcohol level shall be defined as the legal limit for operating a motor vehicle.
- 41.12 The laboratory will advise only the employee and the Medical Review Physician (MRP) of any positive results. The MRP shall be chosen by mutual agreement between the Union and the District and must be a licensed physician with knowledge of substance abuse disorders. The MRP shall be familiar with the characteristics of the test (sensitivity, specificity, and predictivity value), the laboratories running the tests and the medical conditions and work exposures of the employees.
- 41.13 The role of the MRP will be to review and interpret the positive test results. The physician must examine alternate medical explanations for any positive results. This action shall include conducting a medical interview of the affected employee, review of the employee's medical history and review of any other relevant biomedical factors. The MRP must review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication.
- 41.14 The results of a positive drug test can only be released to the District by the MRP once the physician has completed their review and analysis of the laboratories test. The District will be required to keep the results confidential. The District shall not be responsible for the release of any information by the employee or their representatives.
- 41.15 The District shall pay for all costs involving drug and alcohol testing as well as the expenses involved with the MRP. The treatment and rehabilitation shall be paid for by the employee's insurance program. The District shall also reimburse employees for their time and expenses including travel incurred and involved in the testing procedure only.
- 41.16 Any employee who tests positive for illegal drugs shall be medically evaluated, counseled and treated for rehabilitation as recommended by an EAP counselor. Employees who complete a rehabilitation program will be re-tested randomly once every quarter for the following twenty-four (24) months. An employee may voluntarily enter rehabilitation without a requirement of prior testing.
- 41.17 If any employee tests positive during the twenty-four (24) month period they shall be subject to disciplinary action including discharge as per the District's rules and regulation. Unless discharged, the employee will be re-evaluated by an EAP counselor to determine if the employee requires additional counseling and/or treatment. The employee will be solely responsible for any costs, not covered by insurance, which arise from this additional counseling or treatment. If an employee tests positive during this subsequent twenty- four (24) month period, which in effect will be the employee's third opportunity for rehabilitation, the employee will be discharged per the District's rules and regulations.

- 41.18 Employees will be allowed to use their accrued and earned leave for the necessary time off involved in the rehabilitation program.
- 41.19 Once an employee successfully completes rehabilitation, they shall be returned to his regular duty assignment. Once treatment and any follow-up care is completed, and two (2) years have passed since the employee entered the program, the employee's personnel file shall be purged of any reference to their drug or alcohol problem.
- 41.20 Employees shall not be required to waive, and this drug and alcohol testing policy is in no way intended to waive or supersede, any Federal, State or local law.
- 41.21 The parties recognize that during the life of this agreement there may be improvements in the technology of testing procedures, which provide more accurate testing. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements. If the parties are unable to agree on the amendments they will be submitted to impasse procedures as outlined in RCW 41.56.

ARTICLE 42 – EMPLOYEE ASSISTANCE PROGRAM

- 42.1 The District shall provide an Employee Assistance Program (EAP). The program is designed to allow the employee and their family to voluntarily and confidentially seek professional assistance from an independent counseling service.
- 42.2 When work performance problems are identified and cannot be corrected by the supervisor through normal corrective actions, or if the cause of the problem cannot be determined, or if it is determined that the problem is personal in nature, use of the EAP will be suggested. The existence of non-work personal problems does not release the employee from the responsibility to perform their job responsibility satisfactorily.
- 42.3 Participation in the EAP will in no way jeopardize an employee's professional status, job security or promotional status.
- 42.4 Utilization of the EAP agency during normal working hours will be subject to the use of sick leave.
- 42.5 The employee may voluntarily visit the EAP agency in an effort to identify the problem areas through diagnosis, and referral agency.

ARTICLE 43 – TRAINING LEAVE

- 43.1 The District agrees to provide backfill shift coverage for paramedics when they attend three (3) specific classes necessary to maintain their paramedic certification. The three classes are identified as Pediatric Advanced Life Support (PALS), Pre-Hospital Trauma Life Support (PHTLS) and Advanced Cardiac Life Support (ACLS). When possible, employees will attend the classes' off-duty. The District shall pay the registration, books, fees, travel, lodging and per diem for these classes.

ARTICLE 44 – TOBACCO POLICY

44.1 All employees hired after 1-1-04 will be tobacco free.

ARTICLE 45 - BID SYSTEM

45.1 Shift personnel will be permitted to bid their shift and position (Station) based upon seniority by rank. Probationary personnel are not eligible to bid a position; they will be assigned by the District prior to the bid. Bid assignments will remain in place for the duration of the contract. At the time of shift bidding, each shift must have a minimum of; two (2) hard bar officers, an eligible acting officer and four (4) paramedics assigned.

Current shift make-up will remain for 2010. New bid shall take place for 2011 and shall remain in place for remainder of contract.

ARTICLE 46 – LATERAL TRANSFERS

46.1 The Fire 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.

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. The lateral transfer may be required to attend a District approved Recruit Academy. Lateral transfers may be terminated without cause during their probationary period.

A lateral hired employee's seniority is based upon date of hire.

The District and Union agree to create criteria for the position of lateral firefighter and every effort shall be made to work with WSAFC and WSCFF to locate recently laid-off or in threat of being laid-off professional firefighters that are in good standing with their organizations.

ARTICLE 47 – TERM OF AGREEMENT

47.1 This agreement shall retroactively become effective January 1, 2010 and shall remain in full force and effect until and through December 31, 2012.

Dated this _____ day of _____.
LOCAL 726, I.A.F.F.

Lynn Miller, President

Terry Brown, Exec. Board

SOUTH PIERCE FIRE & RESCUE # 17
BOARD OF COMMISSIONERS

John Christian, Commissioner

Mark Guenthner, Commissioner

Roy Kadow, Commissioner

Dan Morris, Commissioner

John Sebastian, Commissioner

Olivia Werner, Commissioner

APPENDIX "A" – WAGES 2010

(WAGES FOR 2011 & 2012 WILL BE CALCULATED WHEN CPI IS RECEIVED)

	CPI + 3% No Neg/5% cap <u>2010</u>			CPI +2% No Neg/5% cap <u>2011</u>			CPI +2% No Neg/5% cap <u>2012</u>	
	<u>Annual</u>	<u>Monthly</u>		<u>Annual</u>	<u>Monthly</u>		<u>Annual</u>	<u>Monthly</u>
Assist Chief - Shift	78,355.97	6,529.66						
Assist Chief - 40 hr per week	78,355.97	6,529.66						
FF/PM Lieutenant	73,132.14	6,094.35						
Lieutenant	65,296.64	5,441.39						
1st Class FF/PM	65,296.64	5,441.39						
1st Class FF	58,300.51	4,858.38						
2nd Class FF/PM	59,360.63	4,946.72						
2nd Class FF	53,000.55	4,416.71						
3rd Class FF/PM	53,964.13	4,497.01						
3rd Class FF	48,182.25	4,015.19						
FF/PM Probationary	49,058.32	4,088.19						
FF Probationary	43,801.99	3,650.17						

The following signatures indicate that the Fire District and the IAFF Bargaining Unit have reviewed and agree on the annual/monthly salary for each year

Fire Chief

IAFF 726

<u>Signature and Date</u>		<u>Signature and Date</u>		<u>Signature and Date</u>

APPENDIX "B" - CONSENT/RELEASE

I consent to the collection of a urine/blood sample by _____ and its analysis by _____ for those drugs specified in Article 41 of the collective bargaining agreement.

The laboratory is authorized to release the results of this test to the Medical Review Physician or appropriate court order. The Medical Review Physician, after review and interpretation of the laboratory's results, shall release the results to the employee and employer.

I understand that I have the right to my complete test results and that the laboratory will preserve the sample for at least six (6) months. Any further testing as the request of the employee will be paid at the expense of the employee.

I understand that the employer is requiring me to submit to the testing as a condition of my employment and that alteration of the sample or failure to reasonably cooperate with the collection of a urine/blood sample may result in disciplinary action by the employer.

I understand that a confirmed positive test may result in a requirement that I undergo rehabilitation.

By signing this consent form, I am not waiving and of my rights under and Federal, State or local law. I understand that I have a right to challenge and confirmed positive test result and any employer action based thereon by filing a grievance under the collective bargaining agreement.

_____	_____	_____
Employee	Witness	Date

APPENDIX "C":

Pediatric Advanced Life Support (PALS)
Pre-Hospital Trauma Life Support (PHTLS)
Advanced Cardiac Life Support (ACLS)
Adult Medical Life Support (AMLS)