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**Agreement**

**by and between**

**Central Pierce Fire & Rescue**

**and**

**Office and Professional Employees International Union**

**Local No. 8**

**January 1, 2023 – December 31, 2025**

# OPEIU, LOCAL NO. 8

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## **PREAMBLE**

This Agreement is entered into by and between CENTRAL PIERCE FIRE & RESCUE, hereinafter referred to as the "District", and LOCAL NO. 8, Office and Professional Employees International Union, 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.

The Fire District and its employees are to regard themselves as public servants, and are to be governed by the highest ideals of honor and integrity in all their public conduct, in order that they may merit the respect and confidence of the general public.

## **ARTICLE 1 RECOGNITION**

- 1.1 The District recognizes the Union as the exclusive bargaining representative of all regular administrative support employees of the District, excluding the positions of supervisors, exempt employees, Information Services, Purchasing/Warehouse staff, building maintenance and runner personnel, and other represented employees.
  - 1.1.1 Regular: Regular employees are those employees who are regularly scheduled to work forty (40) hours per week.
  - 1.1.2 Permanent Part Time: Permanent part-time employees are those employees who are scheduled to work less than forty (40) hours per week, and shall be entitled to holidays, vacation, sick leave, physical fitness hours and bereavement leave on a pro-rata basis.
  - 1.1.3 Temporary: Temporary employees are hired for a limited period not to exceed six (6) months for peak workload conditions, maternity leave, leave of absence or new job creation. Qualified part-time employees may be offered added hours prior to hiring such temporary employees. Temporary employees are not eligible for any benefits provided under this Agreement except Article 9, Wages. Temporary employees may be subject to a work permit from the Union Office. The District will notify the Union of temporary employees within five (5) calendar days of their hire. Temporary assignments may be extended beyond the six (6) months by mutual agreement between the District and the Union. The District has the right to fill temporary vacancies through employment agencies as needed, utilizing the agency's established pay scales.
  - 1.1.4 Interns/Work Study Students: Interns and Work Study students are high school or college students hired to assist in entry level clerical functions. The District will notify the Union of interns or work study students. It is not the intent of the District to utilize interns or work study students to displace bargaining unit

members through layoff or hours reduction. Interns/work study students are not eligible for any benefits.

## **ARTICLE 2     UNION MEMBERSHIP/AUTHORIZED PAYROLL DEDUCTION**

- 2.1     **New Employee Orientation.** The District shall provide a copy of this Agreement to each employee upon entering the bargaining unit. The District will provide a list to the Union via electronic mail of new employees (including their name, job classification, FTE, and division). A representative of the Union will be permitted up to thirty (30) minutes to meet with new employees during the first ninety (90) days of employment pursuant to RCW 41.56.037. No employee will be required to participate in that meeting.
- 2.2     The District will deduct an amount equal to the Union's uniform monthly dues from the pay of each employee who has elected to be a member of the Union, and who voluntarily executes a wage assignment authorization form. When filed with the District, the authorization form will be honored in accordance with its terms unless an employee requests that the District stop deducting dues, in which case the employee shall inform the Union and the Union shall inform the District to stop deducting dues. Deductions will be transmitted to the Union by check payable monthly. Upon issuance and transmission of a check to the Union, the District's responsibility shall cease with respect to deductions covered thereby. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertake to indemnify and hold the District harmless from all claims, demands, suits or other forms of liability that may arise against the District for or on account of any deduction made from the wages of such employee.
- 2.3     The District shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a voluntary political action contribution authorization form. The amount will be deducted once each month and will be transmitted to the Union office. The Union agrees that neither employees nor the Union representatives will solicit for political action fund deductions in work areas or on work time.
- 2.4     The Employer shall supply to the Union monthly a list by email of all employees covered by this Agreement including their classification, rate of pay and gross pay, hours worked, FTE status, home address, work email address, home email address and personal phone number.
- 2.5     **Hardship Fund Deduction.** The District shall deduct the specific sum from the pay of any member of the bargaining unit who voluntarily executes an OPEIU Local 8 Hardship Fund Check-Off Authorization form. When filed with the District, the authorization form will be honored in accordance with its terms. The authorization form will remain in effect until revoked in writing by the employee. The amount deducted and a roster of all employees using payroll deduction for voluntary Hardship Fund contributions will be promptly transmitted to the Union by separate check payable to its order. Upon

issuance and transmission of a check to the Union, the District's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for payment of voluntary contributions to the Union's Hardship Fund hereby undertake to indemnify and hold the District harmless from all claims, demands, suits or other forms of liability that may arise against the District for or on behalf of any deduction made from wages of such employee.

- 2.6 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.
- 2.7 All references to employees in this contract designates both sexes, and wherever the female gender is used, it shall be construed to include male and female employees.

### **ARTICLE 3 NON-DISCRIMINATION**

- 3.1 The District and the Union agree that conditions of employment shall be consistent with applicable municipal, state and federal laws regarding non-discrimination.
- 3.2 The District and the Union agree that the provisions of this agreement shall be applied equally to all employees covered hereby without regard to age, sex, creed, religion, color, national origin, marital status, pregnancy, veteran status, the presence of any physical, mental or sensory disability, or perceived or actual sexual orientation, or any other criteria established by state or federal statutes, rules or regulations. No employee covered by this agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union.
- 3.3 All references to employees in this contract designates all genders.

### **ARTICLE 4 UNION BUSINESS**

- 4.1 In addition to the Local Union Representative, the Union shall have the right to designate one (1) shop steward and one (1) alternate shop steward. The Union shall notify the District of the name of the Shop Steward, and alternate Shop Steward and will provide notice of any changes. The Shop Steward or alternate shall be allowed to perform the following Union business without loss of pay:
  - 4.1.1 Meetings held for the purpose of contract administration and negotiations, which are held during the employee's normal working hours.
  - 4.1.2 Processing of grievances up to Step 4.

- 4.1.3 The Shop Steward or alternate will be allowed a reasonable amount of time during working hours to investigate grievances or other such Union business, except that such activity shall not take precedence over normal job duties.
- 4.2 Bulletin Board. The District shall provide reasonable space for the use of a Union bulletin board in an accessible and convenient location in each applicable fire station. Such bulletin boards shall be for the posting of official Union business.
- 4.3 Union representatives of the Union shall be granted permission to visit work locations of the employees covered by this Agreement at any reasonable time or location for the purpose of administering this Agreement or investigating possible grievances. Such visitations shall not interfere with the normal operation of the District. Organizing, campaigning or solicitation shall not be conducted during work hours and/or at work locations.
- 4.4 Monthly and/or special meetings may be held in fire district facilities when available. Notification to hold meetings in the fire station must be made to the Fire Chief or their designee in advance of the meeting. Meetings shall be held after normal business hours, and shall be limited to twelve (12) per year.
- 4.5 A designated bargaining unit representative shall be allowed to participate in various committees of the Fire District that affect the bargaining unit.
- 4.6 The District agrees to release up to two (2) employees for the first five (5) meetings, and up to one (1) employee for meetings beyond the fifth (5<sup>th</sup>) meeting, in addition to the designated Steward, to attend negotiating meetings with the District without loss of pay relative to securing contract negotiation and/or renewal provided that any time in excess of thirty (30) minutes at the start of a scheduled meeting that is spent in Union caucus preparing for actual face to face negotiations shall be unpaid.
- 4.7 Union-designated employees may be allowed time off without pay to attend Union-sponsored meetings, training sessions, conferences, and assemblies. The employee may use accumulated compensatory time, vacation leave, or leave without pay. The Union will provide the Chief with a written list of the names of the employees it is requesting attend the above-listed activities at least seven (7) calendar days prior to the date of event/activity.

## **ARTICLE 5 LABOR MANAGEMENT COMMITTEE**

- 5.1 In order to address issues of mutual concern between the District and Union, a committee shall be formed consisting of up to three (3) representatives of the Union and up to three (3) representatives of management. The committee shall meet at least semi-annually or more frequently if mutually agreed for the purpose of seeking resolution on issues of common concern. The employee member shall receive no loss of

pay or overtime for participation in such meetings. Meetings shall be no longer than one (1) hour unless extended by mutual agreement of the District and Union.

## **ARTICLE 6      EMPLOYMENT PRACTICES**

- 6.1      Non-probationary employees will not be disciplined or discharged without just cause. Employees will be notified of their right to Union representation for any investigation that may lead to disciplinary action. If an investigatory interview does or does not result in disciplinary action, the employee should be informed of this decision within thirty (30) calendar days from the conclusion of the full investigation or receipt of final report from an outside investigator. Employees will be provided a copy of any discipline placed in their personnel file. The Union shall be provided a copy of all oral reprimands and above within fifteen (15) calendar days of the date of execution.
- 6.2      New Classifications. The District shall notify the Union of any future job classifications appropriate to the bargaining unit. Prior to implementation of the new classifications, the parties will meet and bargain the rate of pay and job duties of the new position.
- 6.3      Personnel files. Employees may review their personnel file upon request.
- 6.4      Job Descriptions. The District will provide job descriptions for members of the bargaining unit to the Union or the employee upon request.

## **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, temporarily lay off, or discharge 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 and performance 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.
- 7.5 If sub-contracting by the District results in a reduction of hours or lay-offs of bargaining unit members, the District will negotiate the decision. The Union reserves the right to bargain the impacts of any sub-contracting of work.

## **ARTICLE 8 HOURS OF WORK**

- 8.1 **Work Week.** The work week is defined as the period between 12:01 a.m., Sunday through 12:00 midnight the following Saturday.
- 8.2 **Hours of Work.** Normal working hours for regular personnel shall be forty (40) hours per week, Monday through Friday, from 8:00 a.m. to 5:00 p.m. Employees will be entitled to an unpaid meal period, of at least thirty (30) minutes and up to one (1) hour, and two (2) fifteen (15) minute paid breaks on a daily basis except as defined in Article 1.
- 8.2.1 Employees working under this section may work a flexible schedule, upon agreement with the District.
- 8.2.2 **Flexible Work Hours.** In instances lasting less than one (1) week, and when mutually agreeable to the District, the Union and the employee(s), hours of work during a work week may be flexed for overtime-eligible employees, if the flex schedule meets the requirements of federal and state laws, and does not result in overtime.
- An employee may request to flex work hours during a work week, if the request does not result in overtime, and the District agrees to give reasonable consideration to the employee requests for flex-time, given employee interests and District needs.
- 8.2.3 **Alternative Work Schedules.** The parties agree that work schedules of work shifts of different number of hours may be established for overtime eligible employees upon requests of the employee, and if the alternative work schedule meets the requirements of federal and state laws, and do not result in overtime.
- An employee may request to an alternative schedule and the District agrees to give reasonable consideration to the employee requests for an alternative schedule, given employee interests and District needs.
- 8.3 **Overtime,** for the purposes of this Agreement, is defined as any employee time spent on a District directed assignment that is beyond the employees' forty (40) hour work week.



Overtime shall be earned at the rate of time and one half (1-1/2) for each hour or any part thereof worked.

- 8.4 Employees shall receive a minimum of two (2) hours overtime for required work on evenings, weekends, or holidays. The District reserves the right to hold personnel on duty for the full two (2) hours. Work day extensions will not qualify for the two (2) hour minimum.

## **ARTICLE 9 WAGES**

- 9.1 Effective January 1, 2023, the employees in the following classifications shall receive the following market adjustment:

Support Specialist – 3% salary increase  
Executive Assistant – 4% salary increase  
Purchasing Analyst – 2% salary increase  
Payroll Coordinator – 3% salary increase

- 9.2 Effective January 1, 2024, the employees in the following classifications shall receive the following market adjustment:

Support Specialist – 2% salary increase  
Executive Assistant – 4% salary increase  
Purchasing Analyst – 2% salary increase  
Payroll Coordinator – 3% salary increase

Effective January 1, 2025, the employees in the following classifications shall receive the following market adjustment:

Support Specialist – 2% salary increase  
Executive Assistant – 4% salary increase

- 9.3 Effective January 1, 2023, wages for all employees shall be increased by 100% of the Seattle-Tacoma-Bellevue CPI-W, for the twelve (12) month period measuring June 2021 to June 2022, with a minimum of three percent (3%) and a maximum of six percent (6%).

- 9.4 Effective January 1, 2024, wages for all employees shall be increased by 100% of the Seattle-Tacoma-Bellevue CPI-W, for the twelve (12) month period measuring June 2022 to June 2023, with a minimum of three percent (3%) and a maximum of six percent (6%).

- 9.5 Effective January 1, 2025, wages for all employees shall be increased by 100% of the Seattle-Tacoma-Bellevue CPI-W, for the twelve (12) month period measuring June 2023

to June 2024, with a minimum of three percent (3%) and a maximum of six percent (6%).

9.6 The District agrees to pay longevity to full-time employees on a monthly basis, according to the following schedule:

Completion of 5 years (61-120 months, increase @ completion of the 60 <sup>th</sup> month)	2% of current salary
Completion of 10 years (121-180 months, increase @ completion of the 120 <sup>th</sup> month)	4% of current salary
Completion of 15 years (181-240 months, increase @ completion of the 180 <sup>th</sup> month)	6% of current salary
Completion of 20 years (241-300 months, increase @ completion of the 240 <sup>th</sup> month)	8% of current salary
Completion of 25 years (301-360 months, increase @ completion of the 300 <sup>th</sup> month)	10% of current salary
Completion of 30 years (361+ months, increase @ completion of the 360 <sup>th</sup> month)	12% of current salary

9.7 Salary Step Plan.

**9.7.1 Newly Hired or Rehired Employees**

Newly hired or rehired employees will begin at Step 1 of the pay range. Past Credit Experience – Newly hired employees with comparable past work experience, or rehired employees, will be given 50% credit for time worked, up to a maximum credit of five (5) years. Determination of past credit is at the sole discretion of the Human Resources Director.

For example, a newly hired employee has 54 months of comparable past work experience.

- A. 54 months divided by 2 = 27 months' credit
  - i. The new hire would be paid at Step 3 (25-36 months)

1-12 months	Step 1
13-24 months	Step 2
25 - 36 months	Step 3
37-48 months	Step 4
49-60+ months	Step 5

Employees will move through the defined salary steps on an annual basis based on the date of hire or rehire.

**9.7.2 Promoted Employees**

At the time of promotion (defined as accepting a position in a higher pay range), employees will move to the first step in the range of the new class which results in an increase of at least 5%. Upon successful completion of a promotional trial service period, the employee's salary shall be increased to the next step of the new range and annually thereafter up to the top of the range. In no event shall a promoted employee's salary be less than the starting pay of the salary range for the new class, nor in excess of the highest step of the regular salary range for the new class.

**9.7.3 Demoted Employees**

Employees who voluntarily demote (defined as voluntarily applying for and accepting a position in a lower pay range) will be placed in the appropriate pay range for the new classification that results in the least amount of pay reduction, but not above the top of the new range. If an employee is not at the top step, their next step date will be one (1) year from the demotion date.

For example, an employee is currently at Step 3 and is eligible for Step 4 on November 15<sup>th</sup> but they voluntarily demote to a new position on August 1<sup>st</sup>. Their next step date will be reset to one (1) year later, August 1<sup>st</sup>, and each August 1<sup>st</sup>, thereafter until reaching the top step.

Employees who are involuntarily demoted as part of a reduction in force (i.e. layoffs) will be placed in the pay range for the new classification that is closest to their current rate of pay provided that if all pay steps in the demoted classification are lower than the demoted employee's current rate of pay, the demoted employee's pay shall be maintained (red-circled) until such time as the appropriate pay range encompasses their current rate of pay. Thereafter, they will be entitled to any wage increases as set forth in this Agreement.

**ARTICLE 10 RETIREMENT/DEFERRED COMPENSATION**

10.1 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 PERS retirement system and deferred compensation plan paid by the employee.

- 10.2 The VOYA, Nationwide, Decision Point, ICMA and Washington State Employees 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.
- 10.3 The District shall contribute Four Hundred Dollars (\$400) per month, per employee, to the deferred compensation plan with no employee matching required, for the term of this agreement.

#### **ARTICLE 11 PAY OUT OF CLASSIFICATION PAY**

- 11.1 Out of class pay will be paid when an employee is fulfilling the duties for an employee of a higher classification within the bargaining unit. Out of class pay will be paid when an employee works in the higher position for eight (8) hours or more when the time is pre-scheduled. Out of class pay will be paid when an employee works in the higher position for twenty-four (24) hours or more when the time is unscheduled. Pay will be paid at the step in the pay range of the higher classification that is at least four percent (4%) above the employee's current rate.
- 11.2 When an employee is appointed by the Fire Chief or designee to cover the duties of a superior position outside the bargaining unit, the following criteria shall apply:
- 11.2.1 After five (5) consecutive work days, the employee who has been assigned a significant portion of the absent superior position's duties, will receive a 15% out of class pay adjustment, retroactive to the first day.
  - 11.2.2 If the Fire Chief or designee recognizes the need for a fully operational Actor to perform the full responsibilities of the higher position (e.g. Acting Finance Director), the employee assigned as an Actor will be compensated at the 2<sup>nd</sup> step of the position's current pay range.

#### **ARTICLE 12 MEDICAL AND DENTAL COVERAGE**

- 12.1 Medical and vision coverage shall be provided by the District. Dental and basic life coverage during this agreement shall be provided by the District. Any benefit changes to the existing medical or dental program shall be negotiated between the parties to this agreement.
- 12.2 Full medical and vision insurance coverage shall be paid through the Northwest Firefighters Trust (NWFFT) for 2023. Dental coverage will be paid through the Washington Counties Insurance Fund (WCIF) for 2023. Nothing precludes CPFIR from changing policies of insurance to equitable coverage.

The amount the District will pay for benefits will be increased in 2024 and 2025 by the actual premium increase of the healthcare plan and dental plan with a cap of 10% per plan. Any amount over 10% shall be covered by the employee.

12.3 The District shall contribute Four Thousand Dollars (\$4,000) annually to a Voluntary Employees' Beneficiary Association (VEBA) for each member of the bargaining unit to help offset out-of-pocket costs to the employee due to enrollment in a high deductible medical/vision coverage plan.

12.3.1 Funds will be frontloaded to the employee's account on or about January 5<sup>th</sup> of each year.

12.3.1.1 For new/rehired/reinstated employees, this contribution will be pro-rated for the percentage of full months the employee will be employed in the calendar year. For example, an employee beginning work on July 1<sup>st</sup> will received 50% of the annual and monthly amounts, for a total of \$2,000.

12.3.2 Employees will vote annually on how to distribute leave bank buy-outs at the time of retirement or termination of employment with CPFRR. The vote of the group will be reported to the HRA/VEBA provider in the last quarter of the preceding year.

12.4 The District agrees to provide and pay for an Employee Assistance Program for employees of this bargaining unit.

12.5 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 13 VACATION ACCRUAL**

13.1 Each regular employee shall be granted vacation accrual as follows:

	<u>Annually</u>		<u>Monthly</u>
1 year of service	80 hours	1 – 12 months	6.67 hours
Completion of 1 year (Increase at completion of 12 <sup>th</sup> month)	120 hours	13 – 60 months	10 hours
Completion of 5 years	160 hours	61 – 120 months	13.34 hours

(Increase at completion of 60<sup>th</sup> month)

Completion of 10 years (Increase at completion of 120 <sup>th</sup> month)	180 hours	121 – 168 months	15 hours
Completion of 15 years (Increase at completion of 168 <sup>th</sup> month)	200 hours	169 – 228 months	16.67 hours
Completion of 20 years (Increase at completion of 228 <sup>th</sup> month)	265 hours	229 - 288 months	22.09 hours
Completion of 25 years (Increase at completion of 288 <sup>th</sup> month)	280 hours	289 + months	23.34 hours

- 13.2 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 (one) to Day 15 (fifteen) of a month will be assigned a vacation anniversary date of Day 1 (one) of the month hired.

Persons hired from Day 16 (sixteen) to the last day of the month will be assigned a vacation anniversary date of Day 1 (one) of the month following the month hired.

- 13.3 Employees' maximum vacation accrual carry-over shall not exceed two (2) years' worth of vacation at the applicable accrual schedule for regular 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.)
- 13.4 Employees may cancel approved vacation leave prior to beginning the leave for reasons contained in Article 15 – Sick Leave. A physician's certificate must be provided to verify the medical condition.
- 13.5 Vacation hours cannot be utilized until accrued. The District may allow an employee to go into the negative on vacation only in unusual circumstances and must be approved by the Fire Chief or designee.

## **ARTICLE 14 HOLIDAYS**

- 14.1 The business offices of the District will be closed to the public, and employees are not to report to work on the following Washington State legal holidays:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	3 <sup>rd</sup> Monday in January

President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 <sup>th</sup>
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Veteran's Day	November 11
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Friday following Thanksgiving	Friday after Thanksgiving Day
Christmas Day	December 25

- 14.2 If the Washington State legal holiday falls on a Saturday, employee will be granted Friday off for the holiday. If the legal holiday falls on a Sunday, employee will be granted Monday off for the holiday.
- 14.3 Employees shall be awarded one-hundred and twenty (120) holiday hours on an annual basis, to include holidays used on the above dates plus any floating holiday hours. Employees may elect to receive a cash payment of base pay at the straight time rate for up to sixty (60) hours each year. It is understood that selling back sixty (60) hours of holiday leave may require using some other accrued leave when business offices are closed.
- 14.4 Each employee shall elect prior to November 1<sup>st</sup> of the prior year on forms provided by the District, the required cash payment and/or time off. The cash payment shall be paid to each employee, having made such an election, on the last pay date of the month of November of year earned.
- 14.5 On Christmas Eve the business office will be closed to the public. Employees may elect to work this day or elect to use vacation or holiday time to take the day off. However, it is understood that employees may choose to work Martin Luther King, Jr.'s birthday, President's Day, Juneteenth, Independence Day and the Friday following Thanksgiving at straight time.
- 14.6 Employees required by the district to work on a designated holiday shall be paid at the rate of one and one-half (1 ½) their hourly rate for all time worked but shall have an equal number of hours deducted without pay from their annual holiday bank provided in Section 14.3 for a total of time and one-half (1 ½) rather than double time and one-half (2 ½).

## **ARTICLE 15 SICK LEAVE/PAID FAMILY AND MEDICAL LEAVE PROGRAMS**

- 15.1 Regular employees assigned to a forty (40) hour work week shall accrue paid sick leave at the rate of ten (10) hours for each full month of service up to a maximum accumulation of 1,560 hours.

- 15.2 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.
- 15.3 The District complies with all applicable federal, state and/or local laws relating to family or medical leave.
- 15.4 No employee will be denied time off for the legitimate use of sick leave, including employee's own injury or illness, or for their own medical, dental or vision appointments. When an employee utilizes sick leave, they must notify their supervisor immediately.
- 15.5 The District agrees to buy back sick leave hours in excess of the employees' maximum accrual at the rate of 25% of the employee's base hourly pay. Sick leave buy back will be paid in November of each year and will be treated as regular income, with appropriate deductions as applicable.
- 15.6 Sick leave shall not accrue during leaves of absence without pay, or layoffs.
- 15.7 On date of hire, employees shall have available to them forty (40) hours of sick leave. Monthly accrual will not begin until after the employee has earned forty (40) hours of sick leave. If an employee terminates or is terminated before unearned sick leave hours are replaced, the unearned sick leave will be deducted from the final pay check.
- 15.8 Washington State Paid Family & Medical Leave - Eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits is established by Washington law and is therefore independent of this Agreement. Premiums for benefits are established by law and are split between the Employee and Employer. Employees will pay through payroll deduction the full cost of the premiums associated with family leave benefits as determined by the State pursuant to RCW 50A.10.030. The District will pay the remaining premium amounts, as determined by the State.
- 15.9 At the time of retirement from the District, the employee's sick leave bank will be bought out at 25% of base salary for all accrued sick leave hours.

## **ARTICLE 16 EMERGENCY LEAVE**

- 16.1 In the event of an emergency 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 or other accrued leave depending on why the leave was necessary.



- 16.2 The employee shall be required to return to work immediately upon the termination of the emergency. Should the emergency last longer than three (3) hours, the employee must call the District with an update.
- 16.3 “Emergency” is defined as an event sudden in onset and unexpected, and which demands immediate action by the employee.

#### **ARTICLE 17 BEREAVEMENT LEAVE**

- 17.1 Bereavement Leave – In the event of a death in the immediate family of an employee, the employee shall be granted up to forty (40) hours off with pay.
- 17.2 Immediate family shall be defined as the spouse and children of the employee, parents or step parents, loco parentis, brother, sister, grandchildren, grandparents of the employee, and those of the employee’s current spouse. For purposes of this section, “step” shall be considered part of the immediate family. Also covered is the loss of a child in the event the employee would have qualified for prenatal or postnatal medical leave or family leave to bond with the child, for the seven days following the loss of a child.
- 17.3 Additional leave for covered relationships, or non-covered relationships, may be allowed with the use of accrued vacation leave or holiday leave.

#### **ARTICLE 18 REQUESTING LEAVE (VACATION OR PERSONAL FLOATING HOLIDAYS)**

- 18.1 Employees shall submit a written request for leave at least twenty-four (24) hours in advance of requested time off. The District reserves the right to deny leave (vacation or holiday) requests if such leave would interrupt services provided to staff or the public, or if submitted less than twenty-four (24) hours in advance.

#### **ARTICLE 19 JURY DUTY/WITNESS SERVICES**

- 19.1 Employees summoned for jury duty will be granted a sufficient leave of absence from employment.
- 19.2 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.

## **ARTICLE 20 EMERGENCY DECLARATION**

- 20.1 In the event of a declared emergency, the District reserves the right to assign employees of this bargaining unit to work assignments without regard to their employment classification for the duration of the declared emergency.
- 20.2 The Fire Chief (or designee) will be the authority in determining closures or late starts for inclement weather, natural disasters, pandemic outbreaks, war and other such epic threats to life and limb. Such notification shall be made to each member of the bargaining unit via the District's automatic notification system and shall be made no later than six (6) am on the day of the closure or late starts.
- 20.2.1 An employee is expected to report to work regardless of conditions if they can safely and possibly do so. An employee who is unable to or feels unsafe to get to work on time or who has approval to leave work early because of conditions shall charge the time to accrued vacation leave, personal holiday or leave without pay.
- 20.2.2 If the District closes the facility, those employees who were scheduled to work on that day will be compensated for the entire day, or for whatever portion of the day the facility was closed, during which time they were scheduled to work. If the employee is on already approved leave, they will be required to use the already approved leave.
- 20.2.3 In the event that a closure or late start is determined as per Article 20.2, and the conditions change to a point where the District will be open, the District will send an alert via the District's automatic notification system alerting all members of the change and the timeframe for reporting in to the office, if the employee can safely do so. In the event the employee cannot report back to work, they shall charge the time to accrued vacation leave, personal holiday or leave without pay.

## **ARTICLE 21 TERMINATION / RESIGNATION/LEAVE BUY-OUT**

- 21.1 Should the employee voluntarily resign employment, then the employee shall give the District advance written notice of not less than fourteen (14) calendar days. In the event of failure to comply with the notice provisions of this section, the resignation shall be deemed a quit, and employee shall forfeit all vacation and/or other accrued benefits.
- 21.2 Employees shall be paid for any unused accumulation of vacation and holiday hours on a pro-rated basis when they are permanently separated from employment, unless discharged for gross misconduct.

21.2.1 Gross misconduct is defined as deliberate acts of violence, financially defrauding the District, murder, sexual assault, embezzlement, being under the influence of illegal drugs or alcohol at work, or stealing from District employees. In the event an employee is subsequently found not guilty to have engaged in gross misconduct (e.g. – jury finds not guilty), the District shall make the payout provided in 21.2 above.

## **ARTICLE 22 EDUCATIONAL REIMBURSEMENT**

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

## **ARTICLE 23 POSTING OF JOBS/TESTING/PROBATIONARY PERIODS**

23.1 Posting of Jobs. It is the intent of the District to fill bargaining unit job vacancies with qualified applicants from within the District before hiring new employees, providing the employees who apply have the required qualifications for the particular job.

23.1.1 Job postings for new, vacant or promotional bargaining unit opportunities will first be posted internally.

- a. When the District receives any number of internal applications who meet the qualifications based on the job announcement, the District shall hold the testing and interview process for those internal applicants.
  - i. Positions shall be filled through an impartial selection process, which could include, but not be limited to: online application; letter of interest; assessment of skills and abilities; review of past performance; seniority; and a scored interview (Oral Board and/or Chief Interviews).
  - ii. Any qualified internal candidate(s) who pass the Assessment Center process(es) will be afforded a Chief's Interview. If an internal applicant is not chosen after the Chief's Interview, they will be provided an opportunity to hear from the Chief why they were not

chosen. The decision of the Chief is final and not subject to the grievance process.

- b. if there is no internal qualified bargaining unit applicants, the District may consider external applicants in its selection process which will be conducted in accordance with 23.1.1(a)(i) above.

23.1.2 The Fire Chief, at their sole discretion, may appoint any of the candidates who have successfully passed the selection process to the available position.

23.2 Employees who are promoted shall serve a one (1) year trial service period during which periodic evaluations shall be conducted by the District. In the event the employee does not successfully pass the trial service period, such employee shall be returned to the position previously held or one of similar classification. Employee who is subject to displacement as a result of a demotion shall be governed by language stated in Article 24.

23.3 Newly hired employees shall serve a probationary period of one (1) year. During such time, the District may discharge such employee without recourse to the grievance procedure.

#### **ARTICLE 24 SENIORITY/LAYOFF/RECALL**

24.1 Definition. Seniority shall be on a bargaining unit basis. Seniority is defined for all full-time and part-time employees as the employee's total compensated regular hours with the District from their most recent date of hire. Seniority benefits shall not apply to an employee until completion of the probationary period. (Part-time example: For every 2,080 hours of part-time employment, one (1) year of seniority will be added to the length of service).

24.2 Seniority shall be broken by the following:

- a. Resignation
- b. Discharge
- c. Retirement
- d. Layoff of more than twenty-four (24) months
- e. Failure to return in accordance with a leave of absence or recall from reduction-in-force.
- f. Illness or injury of more than twenty-four (24) months.
- g. Refusal to accept a comparable job opening offered by the District while on layoff.
- h. No pay status of more than twenty-four (24) months.

- 24.3 Layoffs. When it becomes necessary for the District to reduce its work force for an extended period of thirty (30) days or more, the District shall give as much notice as practical. In cases of such anticipated layoffs, written notice of layoff will be given fourteen (14) days before such action is to become effective.
- 24.3.1 Notice of layoff need not be given to employees who are employed in a probationary status. Layoffs in connection with the elimination of job classification(s) and/or reduction of the work force shall be governed by seniority together with skill and ability. Where skill and ability are considered substantially equal in the judgment of the District, seniority shall prevail.
- 24.3.2 The following order of layoff shall be followed:
- a. Temporary employees
  - b. Regularly scheduled employees by reverse order of seniority, within classification.
- 24.3.3 In the event of layoff, the incumbent will be allowed to claim a vacant position in a lower paid classification or bump an employee with less seniority in a lower paid classification provided that the incumbent has held status in that classification previously.
- 24.4 Upon reduction-in-force, employees will be placed on a reinstatement roster for a period of twenty-four (24) months from date of commencement of the reduction-in-force.
- 24.5 Recall. When a vacancy is to be filled, the order of reinstatement will be in the reverse order of reduction-in-force, provided skill and ability are considered substantially equal in the judgment of the District. Upon such reinstatement, the employee shall commence to accrue seniority. The District will notify the employee of recall by certified mail.

## **ARTICLE 25 PERFORMANCE OF DUTY**

- 25.1 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.
- 25.2 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 26 WELLNESS PROGRAM**

26.1 The parties agree and understand that the District will afford three (3) hours per week for physical exercise. Employees will be allowed to utilize District facilities and equipment or other mutually agreeable external facilities, and the time and day must be approved by the employee’s supervisor.

**ARTICLE 27 UNIFORMS**

27.1 Employees, on a voluntary basis, may wear articles embroidered with the District’s name that are available through the District “store”. It is the expectation of the District that the employees shall observe a business casual dress code, and employees working on Fridays will be allowed to participate in casual day where jeans will be allowed. The District agrees to pay for up to five (5) articles upon hire, and upon request, up to two (2) additional articles per year.

**ARTICLE 28 LEAVE OF ABSENCE**

28.1 The District may grant an extended leave of absence. In order to apply, employees must submit a written request to the Fire Chief. Response to requests will be returned within fourteen (14) days. If an employee is granted a leave of absence, the employee may be on a leave of absence for up to twelve (12) months without loss in seniority.

**ARTICLE 29 PROCEDURE FOR CHANGING RULES AND REGULATIONS**

29.1 If the District wishes to make a change in the District’s Rules and Regulations (as per RCW 41.56), the District must notify the Union in writing of their intent. The Union will be given twenty-one (21) days to review all such changes, and request bargaining pursuant to RCW 41.56. A request for an extension will not be unreasonably denied.

**ARTICLE 30 SUPPLEMENTAL AGREEMENTS**

30.1 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 31 GRIEVANCE PROCEDURE**

- 31.1 A grievance is defined as an alleged breach of the specific terms and conditions of the Agreement. It is the desire of the parties to this Agreement that grievances be adjusted informally whenever possible and at the first level of supervision. If a grievance arises, it shall be submitted to the following grievance procedure. Any grievance not processed in accordance with the procedures and time limits specified herein shall constitute a withdrawal of the grievance and the grievance thereafter shall be null and void. Failure of the District to comply with the time limits set forth below shall result in the grievance being automatically elevated to the next step without any action necessary on the part of the employee. Time limits set forth in the following steps may be extended by mutual agreement by the parties hereto.
- 31.2 In the event a grievance arises that involves a suspension or discharge, or for grievance filed on behalf of multiple employees or the entire bargaining unit, the grievance will bypass Step One, and be heard at Step Two with the Fire Chief serving as the District representative.
- 31.3 A grievance shall be submitted in writing and shall contain the following information:
- a. Statement of the grievance and 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 or remedies sought.

A grievance must be processed with the following procedure:

### Step One – Immediate Supervisor

The Business Representative or shop steward must first present the grievance in writing to the immediate supervisor within twenty (20) calendar days of the time the employee knew or could reasonably be expected to be aware of the events that precipitated the problem. A meeting will be scheduled with the grievant, shop steward or Business Representative within twenty (20) calendar days to review the matter. Any grievance affecting more than one (1) employee within the bargaining unit shall have one (1) employee designated as the spokesperson together with a shop steward or Business representative. The immediate supervisor shall within twenty (20) calendar days of the meeting respond in writing to the employee and Union (with a copy to the shop steward if authorized by the employee in writing), and provide an answer to the grievance.

### Step Two – Next Level of Supervision

If the matter is not resolved to the employee's satisfaction in Step One, the shop steward or Business Representative shall present the grievance in writing to the next level of supervision, the Fire Chief of the District (or District designated representative) within twenty (20) calendar days of the immediate supervisor's decision. The Fire Chief of the District (or designated representative) shall reply in writing to the employee (with a copy to the shop steward if authorized by the employee in writing) within twenty (20) calendar days following receipt of the grievance.

#### Step Three – Board of Commissioners or Designee, and Business Representative

If the matter is not resolved at Step Two to the employee's satisfaction, the grievance shall be referred in writing to the Board of Commissioners by filing written notice with the District Secretary (or designated representative) within twenty (20) calendar days of receipt of the Step Two response. The Board shall conduct a hearing and transmit its decision to the grievant and the Union within twenty (20) calendar days of the conclusion of the hearing.

#### Step Four - Mediation

If the matter is not resolved at Step Three, a request may be made to the Public Employee Relations Commission within twenty (20) calendar days. The Commission shall appoint a mediator, who shall forthwith meet with the representatives of the parties, either jointly or separately, and shall take such other steps as they may deem appropriate in order to persuade the parties to resolve their differences and effect an agreement. The mediator's recommendation shall be non-binding. Any comments, determinations or recommendations of the mediator, however, shall not be admissible as evidence otherwise disclosed to the arbitrator in Step Five if the mediation is unsuccessful and the matter proceeds to arbitration.

#### Step Five - Arbitration

If the grievance is not resolved to the satisfaction of the Union at Step Four, 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 twenty (20) calendar days of the Union's request to arbitrate, a representative of the Union and of the District shall meet and attempt to agree on a neutral arbitrator. If unable to reach agreement, they shall agree to request a list of seven (7) arbitrators from the Public Employment Relations Commission or Federal Mediation Conciliation Service. Upon receipt of the list, the two (2) representatives shall meet within twenty (20) calendar days to alternately strike names until one (1) name remains. A coin toss shall determine who strikes first. This person shall service as the sole arbitrator.

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.



The arbitrator's decision shall be made in writing and should be issued to the parties within sixty (60) calendar days after the hearing or reasonably thereafter.

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 desires 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.

#### **ARTICLE 32 SAVINGS CLAUSE**

32.1 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 and the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

#### **ARTICLE 33 BINDING ON SUCCESSORS**

33.1 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 34 TERM OF AGREEMENT**

34.1 This agreement shall become effective January 1, 2023 and shall remain in full force and effect until and through December 31, 2025.

34.2 Not less than 180 days prior to the end of the contract, either party may notify the other, in writing, of its desire to terminate or modify the Agreement, provided that an earlier commencement may be scheduled by mutual agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement in duplicate original

this 9<sup>th</sup> day of January, 2023.

Matthew W. Holm  
Matthew W. Holm (Nov. 11, 2022 Local PST)

Matt Holm, Chair, Board of Commissioners

Steve Stringfellow  
Steve Stringfellow (Nov. 17, 2022 Local PST)

Steve Stringfellow, Commissioner

Bob Willis  
Bob Willis (May 18, 2022 Local PST)

Bob Willis, Commissioner

Richard Coleman  
Richard Coleman (Nov. 20, 2022 Local PST)

Rich Coleman, Commissioner

Dale Mitchell  
Dale Mitchell (Nov. 20, 2022 Local PST)

Dale Mitchell, Commissioner



Leslie Liddle, Union Representative  
OPEIU

Diane Hyatt

Diane Hyatt, Union Steward

Jessica Resop

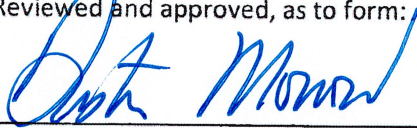
Jessica Resop, Bargaining Team

Rebecca Burke

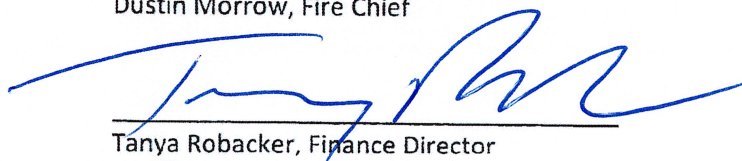
Rebecca Burke, Bargaining Team

Suzanne Mode  
Suzanne Mode, Business Manager  
OPEIU Local 8

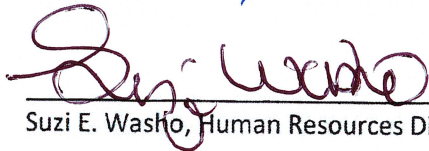
Reviewed and approved, as to form:



Dustin Morrow, Fire Chief



Tanya Robacker, Finance Director



Suzi E. Washo, Human Resources Director