



Office and Professional Employees International Union
2900 Eastlake Avenue E. #220 • Seattle, WA 98102 • (206) 441-8880 • 1-800-600-2433

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

S.E. THURSTON FIRE AUTHORITY

AND

**OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL
UNION LOCAL NO. 8, AFL-CIO**

FOR THE PERIOD OF

JANUARY 1, 2024 THROUGH DECEMBER 31, 2026

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**AGREEMENT
BY AND BETWEEN
S.E. THURSTON FIRE AUTHORITY
AND
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 8**

PREAMBLE

This Agreement is entered into by and between S.E. THURSTON FIRE AUTHORITY, hereinafter referred to as the "District", and OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 8, 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 Administrative career employees of the District, excluding the positions of supervisors, EVT Certified Fire Mechanics 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 8, Wages. Temporary employees shall be subject to a work permit from the Union Office. Temporary assignments may be extended beyond the six (6) months by mutual agreement between the District and the Union. The Employer has the right to fill temporary vacancies through employment agencies as needed, utilizing the agency's established pay scales.

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- 1.1.4 Interns/Work Study Students: Interns and Work Study students are high school or college students utilized to assist in entry level clerical functions. The Employer will notify the Union of interns or work study students. It is not the intent of the Employer 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 – 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 Secretary/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 initiation fees, 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. Ses. 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.
- 4.2 All references to employees in this contract designate both sexes, and wherever the female gender is used, it shall be construed to include male and female employees.

ARTICLE 5 – UNION BUSINESS

- 5.1 One (1) union representative or an alternate shall be allowed to perform the following union business without loss of pay.
- 5.1.1 Meetings held for the purpose of contract negotiation, which are held during the employee's normal working hours.
- 5.1.2 Processing of grievances up to Step 4.
- 5.2 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.
- 5.3 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. The Union shall inform the District in writing of the names of the current shop steward who is designated by the District as a representative of the Union. Organizing, campaigning or solicitations shall not be conducted during work hours.
- 5.4 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 his designee in advance of the meeting. Meetings shall be held after Normal business hours, and shall be limited to twelve (12) per year.
- 5.5 A designated bargaining unit representative shall be allowed to participate in various committees of the Fire District that affect the bargaining unit.
- 5.6 Political Action Dues Deduction
- 5.6.1 The Employer shall deduct from wages of every employee who submits a voluntary authorization form an amount designated by such employee for contribution to OPEIU J. B. Moss Voice of the Electorate (VOTE) Fund. Such deductions shall be made on the same date that employees receive their regular pay.
- 5.6.2 Voluntary contributions deducted from employees' pay shall be transmitted to the J.B. Moss VOTE Fund in a check payable to the OPEIU J.B. Moss Voice of the Electorate Fund and forwarded each month by the fifteenth day of the succeeding month to the Secretary-Treasurer of the Office and Professional Employees International Union, AFL-CIO, 80 Eighth Avenue, Suite 610, New York, NY 10011, accompanied by a list of the names of each contributor and the amount of his/her contributions

ARTICLE 6 – MANAGEMENT RIGHTS

- 6.1 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.

- 6.2 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.
- 6.3 The District has the right to discipline, temporary 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 Grievance Procedures.

ARTICLE 7 – EMPLOYMENT PRACTICES

- 7.1 No employee will be disciplined or discharged except for “Just Cause.” Discipline will be applied at progressive and escalating levels to allow the employee proper notice of misconduct and an opportunity to improve performance. The level or degree of discipline imposed shall be appropriately based on the employee’s prior record of service, length of service, severity of offense and prior record of discipline.
- 7.2 Prior to the imposition of a disciplinary action, the employee shall be provided a copy of the alleged violation and all relevant documents the District has in their possession. Employees may be put on suspension with pay while an investigation of an alleged incident is conducted. In addition, the District shall hold a pre-disciplinary hearing no sooner than ten (10) calendar days from the time the member was notified of the alleged violation. At this hearing, the member will be given an opportunity to present his/her side of the issue.
- 7.3 The employee shall be entitled to have a shop steward and/or a Union Representative present at any meeting held with the District which the employee feels may lead to a potential disciplinary action against him/her.
- 7.4 The District and/or the immediate supervisor may suspend a member with pay pending the final decision as to the appropriate discipline or the overturning of the discipline by the appropriate authority. Suspension with pay may be imposed without any previous steps without a pre-hearing. However, a hearing shall be held within ten (10) calendar days of the suspension to modify or sustain the suspension.
- 7.5 Conviction of a felony offense may result in discharge of the member. All such situations will be reviewed by the Fire Chief in conjunction with the District Risk Manager.
- 7.6 Disciplinary action or measures may include oral reprimand, written warning, suspension or discharge.
- 7.7 All rights and privileges held by the District at the time, which is not included in this Agreement, shall remain in force unaffected in any manner.

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- 7.8 Employees will not be subjected to any form of video monitoring in the workplace without notice by the Employer.

ARTICLE 8 – WAGES

- 8.1 Effective January 1, 2024, the monthly rates of pay for employees covered by this agreement will be as listed in “Appendix A”. “Appendix A” is considered a part of this agreement.

Cost of Living Allowance

Appendix A reflects the monthly rates of pay for employees under this agreement effective January 1, 2024.

Effective January 1, 2025, the monthly rates of pay for employees will be increased by one hundred percent (100%) of the rise in the Seattle-Tacoma-Bellevue Urban Wage Earner and Clerical Workers Index (CPI-W) for the period from June to June as provided by the Bureau of Labor Statistics, United States Department of Labor. Said increase will not be less than two percent (2%).

Effective January 1, 2026, the monthly rates of pay for employees will be increased by one hundred percent (100%) of the Seattle-Tacoma-Bellevue Urban Wage Earner and Clerical Workers Index (CPI-W) for the period from June to June as provided by the Bureau of Labor Statistics, United States Department of Labor. Said increase will not be less than two percent (2%).

Longevity Pay

- 8.3 Effective January 1, 2013 each employee will receive a wage increase of two percent (2%) for each five years of service with the district beginning at the date of hire. Such percentage will be based on the employee’s total monthly earnings including premium/incentive pay.

ARTICLE 9 – HOURS OF WORK

- 9.1 Normal working hours for regular personnel shall be forty (40) hours per week, Monday through Friday – time period to be determined mutually by Fire Chief - Administration and Employee, including a one (1) hour unpaid lunch period and two fifteen (15) minute paid breaks on a daily basis except as defined in Article 1.

Office Manager

Work Hours: 9:00 AM to 5:00 PM.

- The Office Manager is a forty (40) hour per week position. Work hours and days may vary. The Office Manager work schedule shall be mutually agreed upon by the employee and the Chief, or their designee to meet organizational needs of the Fire Authority.

Administrative Assistant/Receptionist

FTE Work Hours: 8:30 AM to 5:30 PM.

PTE Work Hours: Monday through Thursday – 8:30 AM to 5:00 PM

Equipment and Asset Manager

Work Hours: Monday through Thursday - 6:00 AM to 5:00 PM.

- 9.2 Employees working under this section may work a flexible schedule when necessary, requested in writing, and approved by the District.
- 9.3 Physical fitness exercise time will be allowed three (3)-one hour periods per week. Time to be approved by the supervisor.
- 9.4 All time worked in excess of forty (40) hours per week shall be paid at time and one-half (1.5). If requested an employee may request compensatory time off in lieu of pay at the same rate.
- 9.4(a) An employee may accrue a maximum of seventy-two (72) hours of compensatory time. All hours worked after an employee has accrued the maximum of seventy-two (72) hours compensatory time, shall be paid to the employee at the overtime rate.
- 9.4(b) Compensatory time shall be used at the employee's option with the same notice for vacation leave between January 1 and December 31 of each year. Unused compensatory time will be paid out on the last paycheck of each year.

ARTICLE 10 – PERFORMANCE OF DUTY

- 10.1 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. The District shall not lock out any employee during the life of this agreement.
- 10.2 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 11 – VACATION ACCRUAL

- 11.1 Each regular employee shall be granted vacation accrual as follows:
- | | |
|----------------|-----------------|
| 0 – 5 Years | 8.0 hours/month |
| 6 – 10 Years | 12 hours/month |
| 11 – 15 Years | 16 hours/month |
| 16 – 20+ Years | 20 hours/month |

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- 11.2 Employees working less than a forty (40) hour week will earn vacation as a percentage of forty (40) hours (100%).
- 11.3 Employees working less than twenty (20) hours per week do not receive vacation time benefit.
- 11.4 Employee's vacation shall be calculated using the month of their hire as the anniversary date.
- 11.5 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.)
- 11.6 Employees shall submit a written request for leave at least 24 hours in advance of requested time off. The Employer reserves the right to deny leave (exchange or vacation) requests if such leave would interrupt services provided to staff or the public, or if submitted less than 24 hours in advance. Employees' maximum vacation accrual carry-over shall not exceed two (2) years of a member's entitlement. However, no more than three hundred and twenty (320) hours may be cashed in at the time of retirement or termination. Cash option at time of separation shall be at a member's current regular rate of pay. The District strongly encourages the member to take regular vacation periods.
 - 11.6(a) Employees have the option to cash out available vacation hours at any time, but must leave a minimum of eighty (80) hours in their vacation bank.
- 11.7 Employees may cancel approved vacation leave prior to beginning the leave for reasons contained in Article 17 – Sick Leave. A physician's certificate must be provided to verify the medical condition.

ARTICLE 12 – FLEXTIME/EXCHANGE TIME

- 12.1 Employees generally work a set schedule. However, District business occasionally requires flexibility of hours.
- 12.2 Employees will request, in writing, any necessary changes to the set work schedule.
- 12.3 Exchange time will be hour for hour and tracked on the leave report. Exchange time will accumulate to a maximum of forty (40) hours.
- 12.4 Employees shall submit a written request for leave at least 24 hours in advance of requested time off. The employer reserves the right to deny leave (exchange or vacation) requests if such leave would interrupt services provided to staff or the public, or if submitted less than 24 hours in advance.

ARTICLE 13 – EMERGENCY LEAVE

- 13.1 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.

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- 13.2 The employee shall be required to return to work immediately upon the termination of the emergency. Should the emergency last longer than eight (8) hours, the employee must call the District with an update.
- 13.3 “Emergency” is defined as an event sudden in onset and unexpected, and which demands immediate action by the employee.

ARTICLE 14 – BEREAVEMENT LEAVE

- 14.1 In the event of a death in the immediate family of an employee, the employee shall be granted up to five (5) days off with pay. Fire Chief may extend bereavement leave in the event of the death of a dependent family member for up to thirty (30) days.
- 14.2 The immediate family shall be defined as the spouse and children of the employee; parents or step parents, brother, sister, grandchildren, grandparents of the employee and those of the employee’s spouse. 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 and family leave to bond with the child, for seven (7) days following the loss of a child.

ARTICLE 15 – HOLIDAYS

- 15.1 The business office of S.E. Thurston Fire/EMS will be closed and employees are not expected to report to work on the following holidays:

New Year’s Day (January 1)
Martin Luther King Jr Day (Third Monday in January)
Presidents Day (3rd Monday in February)
Memorial Day (Last Monday in May)
Juneteenth
Independence Day (July 4)
Labor Day (First Monday in September)
Veterans Day (As Observed By State in November)
Thanksgiving Day (4th Thursday in November)
Friday following Thanksgiving
Christmas (December 25)

ARTICLE 16 – MEDICAL AND DENTAL COVERAGE

- 16.1 The District agrees to pay one hundred percent (100%) of the premium for the WFCA PPO 100 Plan, or comparable plan, for employee, spouse, and eligible dependents as defined in the plan.

The District agrees to contribute one hundred percent (100%) of the dental coverage premium for all employees and dependents covered under this Agreement.

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The District agrees to contribute one hundred percent (100%) of the vision coverage premium for all employees and dependents covered by this Agreement.

- 16.2 Any proposed change in medical, dental or vision insurance coverage will be bargained with the Union prior to implementation.

ARTICLE 17 – HEALTH RETIREMENT ACCOUNT (HRA VEBA)

- 17.1 The District agrees to make seventy five dollars (\$75.00) per month contributions for each member to a HRA VEBA Account through Gallagher. Contributions to HRA may be adjusted between the District and the employee with further negotiations.

ARTICLE 18 – SICK LEAVE

- 18.1 Regular employees assigned to a forty (40) hour work week shall accrue paid sick leave at the rate of eight (8) hours for each full month of service up to a maximum accumulation of 1296 hours. Employees working less than a forty (40) hour work week will earn sick leave as a percentage of forty (40) hours (100%).
- 18.2 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 prorated basis in such cases until exhausted.
- 18.3 Sick leave shall be approved by the Employer for the following purposes:
- (1) to cover an absence resulting from an Employee's mental or physical illness, injury, or health condition; to accommodate the Employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; or an employee's need for preventive medical care;
 - (2) to allow the Employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care;
 - (3) when the Employee's place of business has been closed by order of a public official for any health-related reason, or when an Employee's child's school or place of care has been closed for such a reason;
 - (4) to cover an absence that qualifies for leave under the domestic violence leave act, chapter 49.76 RCW;
 - (5) dental and optical examination and/or treatment of the employee, spouse/partner and dependent children.

"Family member" is defined as a child or parent (including biological, adopted, foster, step or

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legal guardian), a spouse, domestic partner as defined by Washington State law, spouse's/partner's parent, grandparent, grandchild or sibling. Employees who must be absent shall promptly notify the Employer of their inability to report for work so that necessary adjustments in work assignments can be made to assure orderly continuity of the Employer's business. If the illness/injury exceeds five (5) working days or if abuse of sick leave is suspected, the Employer reserves the right to require a doctor's note or other comparable satisfactory proof of the employee's incapacity to work.

Any private information contained in the verification will be treated by the Employer in a confidential manner consistent with applicable federal, state and local privacy laws. Employer-requested verification may not result in an unreasonable burden or expense to the employee. If the need for paid sick leave is foreseeable, an employee will give the Employer as much advance notice as possible depending on the circumstances. If the need for paid sick leave is unforeseeable, the employee must give notice to the Employer as soon as practicable.

- 18.4 The District complies with the Federal Family and Medical Leave Act of 1993, and all applicable state laws relating to family or medical leave.
- 18.5 Sick leave shall not accrue during leaves of absence without pay, or layoffs.
- 18.6 Upon permanent separation from employment, the employee shall be paid fifty percent (50%) of employee's sick leave balance at their regular rate of pay up to a maximum 648 hours.

ARTICLE 19 – GRIEVANCE PROCEDURE

- 19.1 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.
- 19.2 The employee's compliance with such a directive will not prejudice the employee's complaint with such a grievance, and such compliance will not affect the resolution of the grievance.
- 19.3 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 suspension, demotion or termination. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure, and there shall be no suspension of work or interference with the operations of the District as a result of the filing of a grievance. Grievances shall be settled according to the following procedure.
- 19.4 In the grievance procedure, the aggrieved employee shall have the right as guaranteed by RCW 41.56.080 to represent him/her 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.
- 19.5 In the event the aggrieved party is the Union, the grievance procedure shall begin with Step 2, provided the Union initiates such proceedings by filing a written grievance within twenty (20)

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calendar days of the knowledge of the alleged grievance.

- 19.6 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. 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.
- 19.7 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 forms 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 persons 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,

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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 Board Chair. 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 Employer and the Union have failed to settle the matter, it shall be referred to mediation with the Public Employee Relations Commission within ten (10) working 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 he or she may deem appropriate in order to persuade the parties to resolve their differences and effect an agreement. Each party shall bear the cost of presenting its own case.

STEP FIVE

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 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 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 representatives shall meet within twenty (20) calendar days to alternately strike names until one name remains. This person shall serve 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 arbitrator's 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.

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 20 – JURY DUTY/WITNESS SERVICES

- 20.1 Employees summoned for jury duty shall continue to receive normal wages from the District for the duration of service – any jury duty pay (exclusive of expenses) received for service on a work day shall be reimbursed to the District.
- 20.2 An employee shall continue to receive normal wages for any period of required service as a

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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.

ARTICLE 21 – DEFERRED COMPENSATION

- 21.1 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.
- 21.2 The “Voya Deferred Compensation Plan” or other similar mutually agreed upon plan, if the Voya plan is no longer available, 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.
- 21.3 The District shall contribute per month, per employee, on a matching basis to the deferred compensation plan as follows: Up to five percent (5%) of employee’s monthly gross wages.

ARTICLE 22 – POST RETIREMENT HEALTH CARE

Employees have agreed to remove Personal Day benefit for the implementation of Post Retirement Health Care.

Eligible Retiree Medical

- (1) An employee must have completed 20 years of service with the Authority and be a minimum of fifty-nine (59) years of age.
- (2) The Authority shall provide post-retirement medical, dental and vision insurance for the employee from retirement to age sixty-five (65) or Medicare eligibility whichever comes first. The employee may elect to, at their own expense, add their dependents and spouse/domestic partner consistent with plan requirements. The Authority does not facilitate payment or coverage for retirees or members not eligible for retiree medical. The medical insurance plan shall be equivalent in coverage, quality of care, and out-of-pocket costs to the employee compared to the Washington Fire Commissioners Association PPO100 plan.

ARTICLE 23 – PERFORMANCE APPRAISALS

- 23.1 The Employer shall maintain a performance appraisal system. Where appropriate and/or practical, it will be the goal of the Employer to conduct employee appraisals annually. Each employee shall have an opportunity to review and make comments on the performance appraisals. Employees shall be required to sign written performance appraisals signifying receipt of the appraisal. A copy of the completed appraisal will be given to the employee upon request. An employee who has not received a performance appraisal for a period of eighteen (18) months or more may request an appraisal within forty-five (45) days of such request.

ARTICLE 24 – EDUCATIONAL REIMBURSEMENT

- 24.1 In addition to normal training, classes, seminars, and conferences, the Employer will provide an educational incentive allocation fund for all full-time union employees who have completed entry level probation. The maximum reimbursement per qualified employee will not exceed five hundred dollars (\$500.00) per calendar year to be used for tuition, registration, books, or other associated course materials.
- 24.2 Reimbursement will only be given upon successful completion of the class/course. Successful completion is defined as a “C” grade or 2.0 GPA within a 4.0 GPA scale, or a “Pass” within a Pass/Fail grading system.
- 24.3 This provision will not apply to entry level probationary employees.

ARTICLE 25 – PROMOTIONS

- 25.1 Vacancies and promotions shall be filled by the District through an impartial selection process from qualified employees within the bargaining unit. The process could include, but is not limited to: Statement of Interest or an application, assessment of skills and abilities, review of past performance, and a scored interview.
- 25.2 Newly hired employees shall serve a probationary period of six (6) months. During such time, the District may discharge such employee without recourse to the grievance procedure.
- 25.3 Employees who are promoted shall serve a six (6) months probationary period during which periodic evaluations shall be conducted by the District. In the event the employee does not successfully pass the probationary 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 29.

ARTICLE 26 – TOBACCO USE

- 26.1 The District and Union agree the use of tobacco products (cigarettes, cigars, chewing tobacco, etc.) are not compatible with a healthy fire service and is contrary to the goals of a comprehensive wellness-fitness program.
- 26.2 All bargaining unit personnel hired on or after January 1, 2008 shall be tobacco free upon appointment and throughout their length of service to the District.
- 26.3 In an effort to assist those employees who use tobacco, the District agrees to pay for a “non-smoking” clinic or “program” that is mutually agreeable to both the Union and the District on a one time basis.

ARTICLE 27 – LEAVES OF ABSENCE

- 27.1 Military Leave. Any employee who is a member of the Washington National Guard or of the Army, Navy, Air Force, Coast Guard or Marine Corps Reserve of the United States, or of any

organized reserve or armed forces of the United States will be granted leave of absence with pay not exceeding fifteen (15) consecutive calendar days per year. Such leave shall be granted in order that the person may take part in active training duty in such manner and at such time as he/she may be ordered to active training duty, and shall not involve loss of efficiency rating, privileges or pay, with an exception during probation concerning active employment period. Requests for such leave shall be filed at least twenty (20) days prior to the scheduled leave and shall be accompanied (when available) by a copy of the employees' active training duty orders. This article will be guided by RCW 38.40 and RCW 73.16.

- 27.2 Washington Paid Family & Medical Leave. Employees shall be granted up to twelve (12) weeks of paid family leave to care and bond within twelve (12) months of the birth, adoption or placement of a child younger than eighteen (18) years of age and to care for oneself, a dependent, spouse, domestic partner or parent with a serious illness or injury. An additional two (2) weeks of leave will be available when the leave is a result of pregnancy complications. Employees are eligible for up to sixteen (16) weeks of leave when family and medical leave are used in combination. For example, an expecting mother could use eight (8) weeks of medical leave for bed rest. The mother could then use an additional eight (8) weeks of family leave after giving birth to care and bond with the new child. Health and welfare benefits shall remain in full force and affect during such leave, but employees shall not accrue vacation or sick leave while out on unpaid leave.

Employees shall receive compensation while out on this leave from the Washington State Employment Security Department. Effective upon ratification, the Employer shall pay the full premium amount for each bargaining unit employee. Should there be any increases in the Paid Family and Medical Leave premium, the parties agree to negotiate such increase.

An employee may choose to use their accrued sick leave or vacation leave to supplement the state's compensation when taking Washington Paid Family & Medical Leave.

- 27.3 All other leaves of absence will be in accordance with applicable state or federal law.
- 27.4 Any employee covered by this Agreement on any approved leave of absence will have all pay and benefits continued by the Fire Authority except as stated elsewhere in this Agreement. Seniority shall continue to accrue while the employee is on approved leave of absence. When the employee returns to work, they will return to their previous position, shift and schedule.

Maintenance of Employment Status

- (1) All other benefits outlined in the CBA will be maintained and continuous from the date and duration of the leave.
- (2) The Authority will continue to submit retirement service credits to the Department of Retirement Services (DRS) on behalf of the employee, provided that the employee works a minimum of ninety (90) reportable hours per month. The employee may retain their L&I or Paid Family Medical Leave (PMFL) payments and will receive a partial or full check from the agency by using their accrued leave bank(s) to trigger the payment to DRS, with appropriate taxes withheld.
- (3) In accordance with DRS, L&I and PMFL, time lose compensation benefits are not for

services rendered and are not reportable. Thus, members L&I and PMFL payments that are directly endorsed to the Authority do not receive PERS service credits.

- (4) Employees have the option to buy sick leave from the Authority at their current regular pay rate while on L&I or PMFL to be placed in the employee's time off bank.

Maintenance of Employment Status – Sick Leave Buy Back

The Sick Leave Buy Back allows employees to refill their time off bank by purchasing additional sick leave while on L&I workers' compensation or Paid Medical Family Leave (PMFL). This ensures that the employees have the option to refill their time off bank through Sick Leave Buy Back. The eligibility criteria, amount of sick leave that can be purchased, notification procedures, limitations, and payment requirements for the Sick Leave Buy Back are outlined below.

Eligibility

Any employee who is eligible for L&I workers' compensation or PMFL is eligible to purchase additional sick leave. This option is available to all employees, regardless of their length of service or position within the Authority.

Amount of Sick Leave

The amount of sick leave that an employee may purchase will be based on their hourly rate. The employee may purchase up to the number of hours used while on L&I or PMFL.

Notification

The employee must notify the Authority in writing of their intention to purchase sick leave while on L&I workers' compensation or PMFL. This notification should include the number of hours they wish to purchase.

Payment

The employee must pay the full amount of the purchased sick leave before the use of additional sick leave. The payment must be made in a manner agreed upon by both the employee and the Authority.

Restrictions

Once the purchased sick leave is transferred into the employee's time-off bank, it will be subject to the current cash-out limits or separation from employment percentages outlined in the Collective Bargaining Agreement (CBA).

ARTICLE 28 – SUPPLEMENTAL AGREEMENTS

- 28.1 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 party of the larger Agreement and subject to all its provisions.

ARTICLE 29 – SENIORITY/PERSONNEL REDUCTION

- 29.1 Seniority shall be in accordance with the employee's placement on the hiring list on his/her date of hire.
- 29.2 The Employer will notify the Union of the need to reduce the number of members who are on payroll within the bargaining unit at least ninety (90) calendar days before the effective date of layoff. Such notice will be given in writing, addressed to the Union and hand delivered to a Union Representative or by registered U.S. Mail. The notice will disclose the number of positions affected and the names of each employee effected. Immediately after issuing the notice, the District will give the Union a reasonable period of time, of no less than ten (10) calendar days within which to meet and confer with the Union to discuss such action. The District will respond to any proposals, which the Union may make in response to the subject of notice.
- 29.3 If a reduction in force is necessary, the least senior employee in the classification shall be laid off. That employee shall be able to bump a less senior employee in the same or lower pay grade provided he/she has the qualifications to perform the work. No new employees shall be hired until the laid off employee has been given the opportunity to return to work.
- 29.4 Employees shall lose all seniority in the event of layoff after twenty-four months. Employees on leave of absence for more than twelve months shall not accumulate seniority during such absence. After 24 months of layoff, employees will lose rehire rights.

ARTICLE 30 – PROCEDURE FOR CHANGING RULES AND REGULATIONS

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

ARTICLE 31 – SAVINGS CLAUSE

- 31.1 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 32 – BINDING ON SUCCESSORS

- 32.1 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 33 – TERM OF AGREEMENT

33.1 This agreement shall become effective January 1, 2024 and shall remain in full for force and effect until and through December 31, 2026 and shall thereafter automatically renew itself until either party shall give one hundred eighty (180) days written notice prior to the anniversary date of their desire to terminate, modify or change this contract. Upon the giving of such notice, the parties shall proceed to negotiate a new contract.

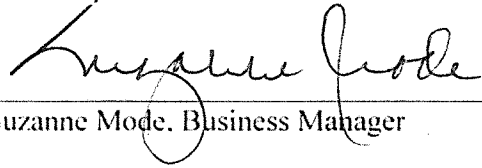
COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – S.E. THURSTON FIRE AUTHORITY

Dated this _____ day of _____ 2023.

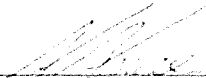
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 8



Leslie Liddle, Union Representative

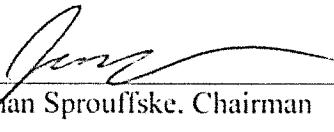


Suzanne Mode, Business Manager

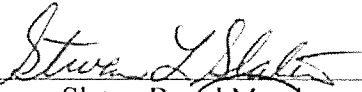


Kris Kruse, Bargaining Team

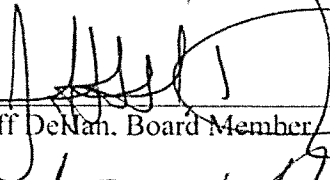
**S.E. THURSTON FIRE AUTHORITY
BOARD OF FIRE COMMISSIONERS**



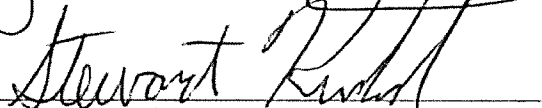
Jonathan Sprouffske, Chairman



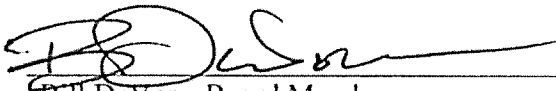
Steven Slater, Board Member



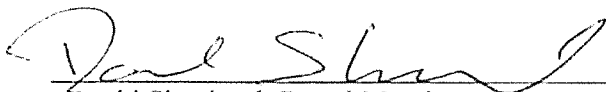
Jeff DeNan, Board Member



Stewart Kunkel, Board Member

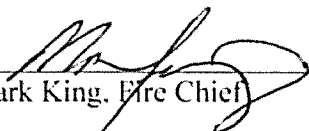


Bill DeVore, Board Member



David Shepherd, Board Member

Reviewed and approved as to form:



Mark King, Fire Chief

APPENDIX “A”

Office Manager	\$ 8,383.69/mo.
Facility Manager	\$ 7,661.96/mo.
FTE Receptionist/Admin. Assistant	\$ 5,504.99/mo.
Maintenance Assistant	\$ 4,318.67/mo.
Temporary Lawn Maintenance	\$16.28/hour

Liuna#242/af-cio