

AGREEMENT BY AND BETWEEN

JEFFERSON COUNTY FIRE  
DISTRICT #1



AND

EAST JEFFERSON  
PROFESSIONAL FIREFIGHTERS  
(JCFD #1 Bargaining Unit)  
IAFF  
LOCAL 2032



2018-2020

INDEX

Article	Description	Page
	<u>Preamble</u>	3
1	<u>Recognition</u>	3
2	<u>Union Membership and Dues</u>	3
3	<u>Union Business</u>	4
4	<u>Work Stoppage</u>	5
5	<u>Non-Discrimination</u>	5
6	<u>Safety/Labor Committee</u>	5
7	<u>Definition of Seniority</u>	5
8	<u>Probation Periods</u>	6
9	<u>Vacancies and Promotions</u>	7
10	<u>Discipline and Discharge</u>	7
11	<u>Grievance</u>	9
12	<u>Rules &amp; Regulations, SOP's and Policy and Procedures</u>	10
13	<u>Basic Rate of Pay</u>	10
14	<u>Overtime and Callback</u>	11
15	<u>Salaries</u>	13
16	<u>Management Rights</u>	14
17	<u>Hours of Work</u>	14
18	<u>Sick Leave</u>	15
19	<u>Light Duty</u>	17
20	<u>Military Leave</u>	18
21	<u>Jury/Court Duty</u>	18
22	<u>Bereavement Leave</u>	18
23	<u>Leave of Absence</u>	18
24	<u>Shift Trades</u>	19
25	<u>Vacation</u>	19
26	<u>Holidays</u>	20
27	<u>Insurance</u>	20
28	<u>Job Descriptions and Work Assignments</u>	21
29	<u>Chain of Command</u>	21
30	<u>Uniforms and Protective Clothing</u>	21
31	<u>Wellness</u>	22
32	<u>Residency</u>	22
33	<u>Mileage</u>	23
34	<u>Retention and Benefits</u>	23
35	<u>Education and Training</u>	23
36	<u>Paramedic Training</u>	23
37	<u>Inter-facility Transports</u>	24
38	<u>Reclassification</u>	25
39	<u>Comparables</u>	26
40	<u>Savings Clause</u>	26
41	<u>Successors</u>	27
42	<u>Duration</u>	27
Appendix A	<u>Salaries</u>	28
Appendix B	<u>Just Cause</u>	29
	<u>Seniority List</u>	30
	<u>Signature Page</u>	31

**PREAMBLE**

This agreement is between Jefferson County Fire Protection District #1 (hereinafter called the Employer) and East Jefferson Professional Firefighters, IAFF Local #2032, JCFD #1 bargaining unit (hereinafter called the Union). The Employer and the members agree that the efficient and uninterrupted performance of Employer functions is the primary purpose of this agreement, as well as the establishment of fair and reasonable compensation and working conditions for the members with the objective of serving the aforementioned purposes and with the further objective of fostering effective cooperation between the Employer and its members.

The Employer 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**

**SECTION 1.** The Employer hereby recognizes the Union as the sole and exclusive bargaining representative of all full-time uniformed employees of Jefferson County Fire Protection District #1, excluding supervisors, confidential employees, and all other employees.

**ARTICLE 2 – UNION MEMBERSHIP AND DUES**

**SECTION 1.** It shall be a condition of employment that all employees of the Employer, covered by this Agreement whom are members of the Union in good standing on the execution date of this Agreement shall remain a member in good standing. It shall be a condition of employment that all members covered by this Agreement who are not members of the Union on the execution date of this Agreement, shall on the thirtieth (30th) day following the execution date of the Agreement become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union, or in lieu thereof pay each month a service charge equivalent to regular union dues to the Union as a contribution toward the administration of this Agreement. Provided: objections to joining the Union which are based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member will be observed. Any such employee shall pay an amount of money equivalent to regular union dues and initiation fees to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues and initiation fees. The employee shall furnish written proof to the Union that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

**SECTION 2.** The Union agrees that membership in the Union will not be denied or terminated for any reason other than the failure of the employee covered by this Agreement to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union. The parties also agree that, when an employee fails to fulfill the above obligation, the Union shall provide the employee and the Employer within thirty (30) days notification of the Union's intent to initiate discharge action, and during this period, the employee may make restitution in the amount which is overdue.

**ARTICLE 2 – UNION MEMBERSHIP AND DUES (continued)**

SECTION 3. The Employer agrees to deduct an equal amount each pay period for dues, initiation fees, and assessments in an amount certified to be current by the Treasurer of the Union from the pay of those employees who individually request in writing that such deductions be made. The total amount of deductions shall be remitted each month by the Employer to the Treasurer of the Union.

SECTION 4. Retired members of Local 2032 may participate as active retirees through the IAFF but are not entitled to any form of Union representation. Retired members will be responsible for their own dues which will not be taken from a payroll deduction.

**ARTICLE 3 – UNION BUSINESS**

SECTION 1. The Union agrees to conduct its business off the job as much as possible. The Union shall be allowed to hold its meetings in a Department facility provided there is no interference with the routine or effectiveness of the Department. Official Union representatives, having business with on-duty Union members, may confer only during the member's meal periods.

SECTION 2. Employees selected by the Union President shall be granted time off to perform Union functions, including attendance at conferences, conventions, and seminars. Per Vacation Policy, if an available time-off slot is available for that day the selected employee shall use that slot. If no time-off slot is available at the time of scheduling, the selected employee shall be allowed time-off outside of Administrative Policy guideline for vacations subject to the provisions of Section 4 of this Article.

SECTION 3. Personnel allowed time-off with pay for union business, per Section 2, shall not exceed six (6) twenty-four (24) hour shifts per calendar year collectively and shall not exceed three (3) twenty-four (24) hour shifts per selected employee.

SECTION 4. Union Shift Trades: The Union shall provide for a replacement of equal classification to maintain required shift strength at no cost to the Department for each Union member absent due to performance of Union functions and attendance at such convention meetings, seminars, and conferences. The Fire Chief, or designee, may waive the requirement for a replacement of equal classification. In the event that the scheduled replacement is unable to report for duty, and in the further event the Union does not supply an alternative replacement, the cost incurred by the Department in obtaining a substitute employee shall be paid by the Union.

SECTION 5. Union Negotiation: Prior to negotiations the Union will provide the Department with a list of up to six (6) employees who will be designated as negotiators and who will be eligible to participate in negotiations, subject to call on shift if they are unable to secure a trade.

SECTION 6. Off duty participation: The Union agrees that its members shall strive to respond to emergencies during normal off-shift hours when advised to do so by any of the normal methods of alerting, including telephone.

**ARTICLE 4 – WORK STOPPAGE**

**SECTION 1.** The Employer and the Union agree that the public interest requires the efficient and uninterrupted performance of all services, and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective. The Union shall not cause or condone, and the employees shall not engage in any work stoppage, strike, slowdown, mass resignation or absenteeism or other interference with Employer functions and should same occur, the Union agrees to take appropriate steps to end such interference. Should any job action occur within the geographic jurisdiction of the Employer, employees may be required to cross an established picket line to perform emergency or non-emergency activities. The Employer agrees to meet at the Union’s request to establish temporary procedures for emergency and non-emergency activities.

**ARTICLE 5 – NON-DISCRIMINATION**

**SECTION 1.** The provisions of this agreement shall be applied equally to all members in the bargaining unit without discrimination as to age, marital status, race, color, creed, religion, national origin, mental, sensory, or physical disability (unless a bona fide occupational qualification exists), gender, sexual preference, sexual orientation or Union affiliation. The Union shall share equally with the Employer the responsibility for applying the provisions of this agreement.

**ARTICLE 6 – COMMITTEES**

**SECTION 1 Labor Management.** In order to improve Employer/Employee relations, both parties recognize the benefit of labor/management cooperation in improving communication, addressing operational issues, and for providing a better work environment. It is the intent of both parties to establish a committee to address specific projects or areas of concern as such needs are identified. The committee will meet no less than once every three (3) months and both parties shall submit agenda items to be discussed in advance of such meeting. It is agreed that the Labor/Management committee shall have no collective bargaining authority and the parties will support the understandings reached by both parties. The committee shall be composed of two (2) representatives of and appointed by the Union, and two (2) representatives of the Employer.

**SECTION 2 Safety.** It is agreed that the Employer’s Occupational Health and Safety Committee shall function as required by the RCW WAC 296-800-13020. It is further agreed that there shall be equal representation of two (2) members each of the Union and Management on this committee.

**SECTION 3.** The purpose of the committees shall be for making recommendations only and shall have no decision making or bargaining authority.

**ARTICLE 7 – DEFINITION OF SENIORITY**

**SECTION 1.** Seniority shall be determined by continuous service with the Employer from date of hire. Resignation, discharge, or retirement shall break continuous service.

**SECTION 2.** During the period that any employee is on an authorized leave-of-absence without pay or on layoff status seniority shall not accrue. Upon returning to work after such layoff or leave, the employee shall be granted the level of seniority previously accrued in the rank to which he/she returns.

**ARTICLE 7 – DEFINITION OF SENIORITY (continued)**

**SECTION 3.** Employees with the same hire date shall be assigned to the seniority list in order of their written test score on the hiring date. The District shall maintain a seniority list and publish it each year.

**SECTION 4.** In the event that a dual role employee and a single role employee are both hired on the same date, seniority will go to the dual role employee.

**SECTION 5.** In case of personnel reduction, lay-off shall be done by reverse order of seniority. Each employee laid off shall be placed on a reserve list for three (3) years in order of layoff. Available positions shall be filled from the reserve list on a last laid-off/first-hired basis before persons outside the list are hired.

**SECTION 6.** If Inter-Facility Transports discontinue, and Article 37 is no longer applicable, the Single-Role employee position will be discontinued.

**ARTICLE 8– PROBATIONARY PERIODS**

**SECTION 1.**

- A. All new Employees will be required to serve a probationary period of twelve (12) months from the date of their employment. All new employees may be discharged at any time during their probationary period, and such discharge shall not be subject to grievance arbitration.
- B. The Employer shall provide each probationary employee with an objective written evaluation every three (3) months. Probationary employees will be required to successfully pass an Employer written examination and practical skills performance with a composite score of no less than eighty percent (80%) prior to the completion of their probationary period. Employees scoring less than eighty percent (80%), at the sole discretion of the Employer may be extended a probation period of an additional two (2) months and retested before the end of the two (2) months. If after the retest, the employee scores less than eighty percent (80%), the employee will be discharged. Discharge as a result of probation extensions shall not be subject to grievance arbitration.
- C. If a probationary member is removed from full combat firefighter duty, due to a work related injury, that member's probation will be extended so that the employee successfully completes a minimum of 12 months of probation while on full combat duty. After completion of probation the member's seniority and pay scale will resume as originally defined on their date of hire.

**SECTION 2.** Promoted employees shall serve a probationary period of twelve (12) months. The Employer will be required to provide them an objective written evaluation every month on their performance and progress. If during that time the employee fails to perform the duties of the new position satisfactorily, he/she shall be permitted to return to his/her previous position without loss of seniority.

**ARTICLE 8– PROBATIONARY PERIODS (continued)**

**SECTION 3.** The Employer shall submit written notice to the Union of the name, job title, shift, station and effective date of actions affecting bargaining unit employees as follows:

- A. Appointment of new employees
- B. Promotion
- C. Completion of Probation

**ARTICLE 9 – VACANCIES AND PROMOTIONS**

**SECTION 1.** The following procedures shall govern all promotions within the bargaining unit:

- A. All District personnel shall be notified and be given an opportunity to make application for promotional openings. An active promotional list will be maintained by the employer to be used to fill vacancies and establish acting lists for officers. Test materials and the evaluation will be job related.
- B. Qualifications and requirements, as determined by the Union and Employer, shall be objective and shall reasonably reflect the needs of the position.
- C. All tests shall be impartially administered and shall relate to those matters that fairly test the candidate’s ability to discharge the duties of the position to be filled.
- D. All applicants shall be notified of their score and their relative standing on the promotional list.
- E. Promotions shall be based on the rule of three from the top of the promotional list. The District shall make every effort to maintain the promotional list at a minimum of three.
- F. Permanent vacancies and promotional positions shall be filled from the current eligibility list, within one (1) month.
- G. Promotional and paramedic written exams will be administered every year in January.
- H. If a position becomes available the eligible candidates on the list will progress forward in the testing process to include a practical evaluation and/or interviews.

**SECTION 2.** If a single role employee gets promoted into a dual role position, the single role employee will keep their current seniority, vacation, longevity and sick leave years will continue based on their years of service.

**ARTICLE 10 – DISCIPLINE AND DISCHARGE**

**SECTION 1.** Employees may be disciplined or discharged for just cause, see appendix B. Discipline should 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

**ARTICLE 10 – DISCIPLINE AND DISCHARGE (continued)**

imposed shall be appropriately based on the employee’s prior record of service, length of service, severity of offense and prior record of discipline.

**SECTION 2.** Disciplinary action or measures shall include only the following:

- A. verbal counseling,
- B. written reprimand,
- C. suspension without pay,
- D. reduction in rank, and
- E. discharge.

**SECTION 3.** Prior to commencing an investigation that may lead to disciplinary action against an employee, the employer shall provide the employee with a summary of the conduct being investigated. In addition, the Employer shall hold a pre-disciplinary hearing no sooner than ten (10) days from the time the employee was notified of the alleged violation. At this hearing the employee will be given an opportunity to present his/her side of the issue.

**SECTION 4.** Employees shall be entitled to have union and/or legal representation present at any meetings between the employer (and the employer’s investigator) and the employee regarding potential disciplinary action. The employer shall use reasonable efforts to schedule such meetings when employees are scheduled for duty.

**SECTION 5.** The Employer may suspend an employee with pay pending the final decision as to the appropriate discipline resulting from the pre-disciplinary hearing.

**SECTION 6.** The employee and the employee’s Union representative with the employee’s authorization shall have the right to inspect the full contents of his/her personnel file. No verbal counseling notations or greater disciplinary document may be placed in the personnel file without the employee having been first notified of said complaint and given a copy, with a copy given to the Union. An employee who disagrees with the validity of any complaint added to the file shall have the opportunity to challenge said complaint under the grievance procedure herein. The employee shall be required to sign the written reprimand or other disciplinary action acknowledging that they have read the contents of the document.

**SECTION 7.** A notation of verbal counseling may be put into an employee’s personnel file. The employee must sign said notation before it is placed in the employee’s personnel file. If the employee refuses to sign the notation, the Union president will be notified in writing of the notation being placed in the employee’s personnel file. Notations will be removed from an employee’s file (6) months after the date of counseling unless another incident takes place within that time frame. If there is an additional incident within (6) months requiring verbal counseling, the employer may keep both verbal notations for an additional (6) months.



**ARTICLE 10 – DISCIPLINE AND DISCHARGE (continued)**

**SECTION 8.** The written reprimands will be removed from an employee’s personnel file after twelve (12) months from the date said action was finalized provided that no further written reprimands have been issued within the twelve (12) month time period. If another written reprimand has been issued within this time period then both written reprimands shall remain in the personnel file for an additional twelve (12) months from the date of the latest written reprimand.

**SECTION 9.** It is the Employer’s sole determination as to whether or not an employee suspended without pay must be allowed to forfeit accrued vacation or compensatory time off in lieu of the suspension of pay.

**ARTICLE 11 – GRIEVANCE**

**SECTION 1.** Grievances are defined as disputes including the interpretation or application of this Agreement.

**SECTION 2.** All grievances must be initiated under the grievance procedure within thirty (30) calendar days of the alleged violation or the time the employee or Union became aware of said violation.

**SECTION 3.** Grievances shall be resolved in the following manner.

- Step 1: The Union shall first present the grievance in writing setting forth relevant facts including the alleged violation and the recommended resolution to the Chief who shall review the grievance and render a written decision within ten (10) calendar days.
  
- Step 2: If the grievance is not resolved at Step 1, the Union and/or grievant shall submit the grievance to the Board of Commissioners within ten (10) calendar days of receipt of the Fire Chief’s decision. The Board of Commissioners shall have discretion to determine what testimony or additional evidence, if any, beyond the written grievance and the Chief’s decision is necessary to resolve the grievance, and to schedule presentation of such testimony or additional evidence. The Board of Commissioners shall submit the written decision within thirty (30) calendar days from receipt of the grievance.
  
- Step 3: The Union may appeal the decision of the Board of Commissioners to a neutral arbitrator. Prior to submitting the dispute to grievance arbitration, with the approval of the Union and Employer, said dispute may be submitted to a State Mediator in an attempt to reach a resolution. The Union shall give written notice to the Employer of its intent to submit a grievance to arbitration within thirty (30) calendar days of the Board of Commissioners decision. Within ten (10) 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 may request an arbitrator from the Public Employment Relations Commission or a list of nine (9) arbitrators from the American Arbitration Association. Upon receipt of the list, the two representatives shall meet within

**ARTICLE 11 – GRIEVANCE (continued)**

fifteen (15) calendar days to alternately strike names until one name remains. This person shall serve as the sole arbitrator.

Step 4: The arbitrator shall render a decision within thirty (30) days of hearing, which decision shall be final and binding on both parties. The arbitrator shall have no power to alter, amend or change the terms of this Agreement.

**SECTION 4.** Time limits within a grievance procedure may be waived or extended by mutual agreement of both parties. Failure of either party to respond within the established time limits will result in the grievance being resolved to the other party’s position.

**SECTION 5.** Each party shall pay the expenses of their own representatives, witnesses, and other costs associated with the presentation of their case and one-half (1/2) the expenses of the arbitrator.

**ARTICLE 12 - RULES & REGULATIONS, STANDARD OPERATING PROCEDURES AND POLICY AND PROCEDURES**

**SECTION 1.** The Union agrees that its members shall comply with all Fire Department rules and regulations, standard operating procedures and policy, including those relating to conduct and work performance. The Employer agrees that departmental rules and regulations, standard operating procedures and policy and procedures which affect wages, hours, terms or conditions of employment or job performance shall be subject to the grievance procedure.

**SECTION 2.** Changes in policy which affect wages, hours, terms or conditions of employment are considered mandatory subjects for bargaining and shall be mutually agreed to between the Employer and the Union prior to their implementation.

**SECTION 3.** After a standard operating procedure or policy is signed and put into effect a copy will be mailed electronically to all members within 10 days of approval.

**ARTICLE 13- BASIC RATE OF PAY**

**SECTION 1.** For the purpose of calculating the hourly rate of pay which shall apply to excess hours of work (overtime), the established monthly salary of each employee shall be multiplied by twelve (12) to obtain the annual salary, which shall then be divided by the total number of contracted hours.

**SECTION 2.**

A. For 24-hour dual role shift personnel the total number of contracted hours shall be 2520 hours per year. The annual calendar will reflect a higher number of scheduled hours, those hours will be reduced to 2424 hours through the use of programmed “Kelly” days and the inclusion of 96 hours of holiday time off. The average number of “Kelly” days will vary on a per shift basis from year to year depending on the number of dates a specific shift occurs on the calendar.

**ARTICLE 13- BASIC RATE OF PAY (continued)**

- B. For 24-hour single role shift personnel the total number of contracted hours shall be 2920 hours per year. Any hours worked in excess of 40 hours in a 7 day period shall be paid at the rate of time and a half.

SECTION 3. For twelve (12) hour shift personnel the total number of contracted hours shall be 2520 hours per year. The annual calendar will reflect a higher number of scheduled hours, those hours will be reduced to 2424 through the use of programmed “Kelly” days and the inclusion of 96 hours of holiday time off. The average number of “Kelly” days will vary on a per shift basis from year to year depending on the number of dates a specific shift occurs on the calendar.

SECTION 4. For 8-hour dayshift personnel the total number of scheduled hours shall be 2080 hours per year.

SECTION 5. Specifics are further spelled out in Article 19 “Hours Worked”.

**ARTICLE 14 - OVERTIME AND CALLBACK**

**SECTION 1.**

- A. For the purpose of calculating Fair Labor Standards Act overtime for regular hours worked a work period of twenty-eight (28) days will be utilized for twenty-four (24) hour dual role shift employees, eight (8) days for 12 hour shift employees, and seven (7) days for forty (40) hour shift employees including twenty-four (24) hour single role shift employees.
- B. Except as otherwise provided in this Agreement, any employee who is required to perform work in excess of the recognized work hours, as established in Article 19 of this Agreement, shall be compensated at the overtime rate of pay for the position presently held. Examples include:
- a. When the employee is required to work beyond the employee's regular shift they will be compensated for a minimum of thirty (30) minutes at time and one-half.
  - b. When an off-duty employee is required or toned-out to respond to an emergency or service call they will be compensated with a minimum of two (2) hours of overtime pay.
  - c. When an off-duty employee is required to attend meetings such as Staff Meeting, Base Station/Run review, Paramedic Tuesday Series Special Drill, CBT class, or other such meeting they will be compensated for a minimum of two (2) hours of overtime.
  - d. When an off-duty employee is required to or assigned to teach a CPR or CBT Class, they will be compensated for a minimum of four (4) hours of overtime.
  - e. When an off-duty employee is scheduled to instruct a class on behalf of the Department, they shall be compensated for actual hours instructing and reasonable

**ARTICLE 14 – OVERTIME AND CALLBACK (continued)**

preparation and clean-up time with a minimum two (2) hours of overtime.

- C. Members scheduled for a Kelly day have the first right to accept or refuse the overtime for their scheduled Kelly day providing it generates an overtime situation and the member meets the minimum qualifications for the position that is open (refer to SOG 20001 OT Call Backs.) Members wishing to work their Kelly day, need to let the scheduling coordinator know a minimum of thirty (30) days in advance of the scheduled day. Once a member commits to working their Kelly day, they are obligated to work it. In the event two members are scheduled a Kelly day and both wish to work it, the scheduling coordinator shall grant the time to the employee with the least amount of overtime for the year.
- D. In the event that the overtime is required to fill a shift, bargaining unit employees shall be utilized to perform the overtime work. The opportunity to work overtime shall be rotated equally among the employees as provided by a callback system established by the Employer and the Union.
- E. The overtime rate of pay shall be one and one-half times the basic rate of pay as defined in Article 15 of this Agreement; the overtime rate shall apply to acting pay where the employee is actually working out of rank.
- F. The employee shall be paid at the overtime rate for a minimum of two (2) hours for each occurrence of all the time worked outside of his regularly scheduled hours of work. The aforementioned two (2) hours minimum shall not apply to employees held over for an alarm, past termination of their scheduled shift or answering an alarm with two (2) hours prior to the start of their scheduled shift.
- G. Employees shall receive overtime for periods before and after scheduled shifts for those periods exceeding thirty (30) minutes. Overtime shall be paid thereafter in fifteen (15) minute increments.

**SECTION 2.** If an employee has agreed to work overtime and the Employer cancels the overtime with less than twelve (12) hours' notice, the employee shall be paid a two (2) hour minimum at the overtime rate.

**SECTION 3.**

- A. Compensatory time shall be defined as time off at the rate of one and one-half (1 1/2) times the number of hours worked. Compensatory time in lieu of payment of overtime shall be the choice of the employee.
- B. Compensatory time shall be allowed to be carried over from one year to the next. Upon termination or retirement, employees shall be compensated for all compensatory hours accrued at their regular hourly rate of pay.

**ARTICLE 14 – OVERTIME AND CALLBACK (continued)**

- C. Compensatory Time shall be taken off in accordance District Policies. Each employee’s bank of compensatory time will be maintained at a maximum balance of 240 hours or less using the following process:
- D. The maximum balance of two-hundred-forty (240) hours will be calculated by applying compensatory time *as it is earned* minus all pre-approved and scheduled compensatory time off (within the current calendar year).
- E. When an employee cancels compensatory time, the time will be added back into the employee’s bank of compensatory time. In circumstances when the cancellation of compensatory time off results in a balance exceeding the maximum allowable hours, one of the following shall occur:
  - a. The employee shall (at the same time of cancellation) request and receive approval for compensatory time off to reduce the compensatory bank to, at or below the maximum two-hundred-forty (240) hours.
  - b. All excess hours will be processed for payment to the employee on the next available payroll processing period.

**SECTION 4.**

- A. In the event of unscheduled absence and the District deems it necessary to fill the vacancy, unscheduled overtime will be offered to qualified members of the bargaining unit on an equal basis. Members on duty shall not be relieved from duty until proper relief is obtained, (per minimum staffing policy).
- B. Equal basis shall be determined by a rotating list of members and offers of overtime shifts. Rotation of overtime opportunities shall be determined by Department policy.

**ARTICLE 15 – SALARIES**

**SECTION 1.** The salary schedule and pay plan of the employee classifications covered by this Agreement is set out and attached as Appendix A, which shall form a part of, and be subject to, all provisions of this Agreement.

**SECTION 2.** The District will participate in, and encourage the employees to enroll in a Deferred Compensation Program. The District will contribute up to \$0.50/on the dollar for every one dollar (\$1.00) the employee contributes to the program up to 5% of top step firefighter salary.

**SECTION 3.** This Section will become effective January 1, 2018 and January 1 of each year thereafter. The Cost of Living Adjustment (COLA) for 2018 will be an increase of 3.0%. The COLA’s for 2019 and 2020 will be based on 100 % of the Seattle-Tacoma Bellevue CPI-U from June to June of the previous year with a minimum of 1.5% and a maximum of 4%.

**ARTICLE 15 – SALARIES (continued)**

SECTION 4. Each employee shall contribute \$25.00 per pay period, from their salary, toward the HRA VEBA Plan.

**ARTICLE 16 – MANAGEMENT RIGHTS**

SECTION 1. Subject to specific provisions of this Agreement or applicable laws, the Employer retains the right to operate and manage all manpower, facilities and equipment: to determine the utilization of technology; to establish and modify the organizational structure; to contract for goods and services not presently provided by bargaining unit members, to recruit, hire, promote, transfer, assign, reassign, retain, and layoff employees; to direct and determine the number of personnel on shift; to establish work schedules within the recognized hours of work and work schedules; to suspend, demote, discipline, or discharge employees for just cause; to determine education, training, on-the-job training and cross-training; to close or liquidate a station operation or facility or to combine the work of divisions or branches of the operation for budgetary reasons or other reasons in order to maintain the efficiency and effectiveness of the operation entrusted to the Employer.

SECTION 2. Any changes in management rights affecting wages, hours or working conditions shall be made in accordance with R.C.W. 41.56.

**ARTICLE 17 – HOURS OF WORK**

**SECTION 1.**

- A. The work schedule for all 24-hour dual role shift members shall be based on a 28-day FLSA work period. There are 13 work cycles per calendar year. Shift change for 24 hour shift members shall be at 0800 hours. The cycle for 24-hour shift members shall consist of 24 hours on, 24 hours off, 24 hours on, 24 hours off, 24 hours on, 96 hours off.
- B. The work schedule for all the 24-hour single role shift members shall begin at 0800. The cycle for 24-hour single role shift members shall consist of 24 hours on, 24 hours off, 24 hours on, 24 hours off, 24 hours on, 96 hours off.

SECTION 2. The work schedule for all 8-hour dayshift members shall be 40 hours in a 7-day work period.

- A. The schedule for 8-hour dayshift staff shall be 8 hours on, Monday through Friday.
- B. Members assigned to an 8-hour dayshift shall perform scheduled duties during hours assigned by the Chief.
- C. During this scheduled work period there shall be an hour lunch break, and two 15 minute breaks.

SECTION 3. Members assigned to a 12-hour shift shall perform scheduled duties during hours as assigned by the Chief.

**ARTICLE 17 – HOURS OF WORK (continued)**

- A. The schedule of 12-hour shift employees shall be 4 shifts on in a 7 day work period.
- B. Any hours worked over the employee’s scheduled 12 hour shift shall follow contract Article 15– “Overtime and Callback.”
- C. If the need of a 12-hour employee arises the position will be open annually for voluntary assignment by seniority and class as described by the employer. If vacant lowest seniority shall be assigned.
- D. At no point will there be more than three members, from the January 1, 2015 bargaining list, assigned to the 12 hour shift schedule.

SECTION 4. During the 2019 calendar year the union and administration will open up discussions on changing the work schedule to a rotating 48 hours on duty/ 96 hours off duty, keeping a 28-day FLSA work period for the 2020 calendar year.

SECTION 5. Employees shall have the right to exchange shifts. Request for Leave/Shift Trade forms must be completed and approved by the Chief.

SECTION 6. Employees may bid for shifts once per contract cycle. The District will provide a staffing matrix, identifying how many Lieutenant’s, Paramedics, and Firefighters per shift. The Local members will bid starting with the most senior member and working their way down the seniority list.

SECTION 7. Members shall be given 30 days’ notice, prior to moving shifts, with the exception of an emergency situation, or both parties agreeing to a shorter timeline.

SECTION 8. To allow members to take their accrued time off, a total of three dual role members per shift will be allowed off at any one time, including Kelly days and vacation, providing it does not drop staffing below the established department standard. This could include 2 people on vacation and one on a Kelly day, or 2 persons on Kelly days and one on vacation. The maximum number of persons off per classification is: two (2) paramedics, one (1) Lieutenant or (2) Firefighters (Lieutenant/Paramedics count as both a lieutenant and a paramedic). No more than one single role member may use leave per day, regardless of classification.

**ARTICLE 18 – SICK LEAVE**

SECTION 1. Sick Leave Accrual: Employees enrolled in the LEOFF II Retirement System will accumulate sick leave as follows:

- A. Employees assigned to the 12 or 24 hour shift shall accumulate paid sick leave at the rate of twelve (12) hours for each full month of service to a maximum of 1440 hours. Sick leave accumulation in any one year may be carried over to succeeding years up to the maximum allowable amount.
- B. Employees assigned to a forty (40) hour work week shall accumulate paid sick leave at

**ARTICLE 18 – SICK LEAVE (continued)**

the rate of (10) hours for each full month of service up to a maximum of 1050 hours. Sick leave accumulation in any one year may be carried over to succeeding years up to the maximum allowable amount.

- C. When an employee transfers from the Three-Platoon Shift to other than the Three-Platoon Shift (or vice-versa) they shall have their sick leave hours converted to their new shift assignment utilizing the appropriate conversion factor of 40/48 or 48/40, whichever is applicable.
- D. Sick leave shall not accrue during layoff, unpaid leave of absence or when utilizing a Leave of Absence.

**SECTION 2.** New employees will be granted one hundred forty-four (144) hours of sick leave at their time of hire, but will not accrue further sick leave consistent with Section A until starting their 13<sup>th</sup> month of employment.

**SECTION 3.** In the event an employee is absent due to illness or injury for which the employee is receiving payment from Worker's Compensation, the District's obligation shall be limited to the difference between the employee's regular wages and the amount received from the State. Earned, but unused, sick leave shall be charged on a pro-rated basis.

**SECTION 4. Sick Leave Usage:** Sick leave shall be granted for the following:

- A. Personal illness, injury, or incapacity of the employee, including any related emergency care.
- B. Enforced quarantine of the employee by a public health official.
- C. Family Sick Leave: Sick leave may be used to care for your immediate family when they have an illness/injury that requires supervision or treatment. The immediate family shall be defined for this section as spouse, children/step children, mother, father, sister, brother, grandparents, mother-in-law, father-in-law, grandchildren and domestic partners as defined by the State of Washington.
- D. Scheduled Doctor's appointments which, due to circumstances, cannot be scheduled while off duty. This usage applies only to employees' assigned day shift positions.
- E. Maternity leave for an expectant mother.

**SECTION 5.**

- A. In circumstances when sick leave is not pre-approved, an employee must immediately notify their Supervisor when taking or going out on sick leave. Failure to make prompt notification may result in denial of sick leave pay.



**ARTICLE 18 – SICK LEAVE (continued)**

- B. In the interest of an individual employee and shift team safety the Fire Chief may also require an employee to obtain a written certification of the employee's condition and ability to perform the full-scope responsibilities of the employee from the employee's health care provider after seventy-two consecutive hours of utilized sick leave (24 Hour shift employees) or Forty hours (Day Shift Employees). Time spent obtaining department physician verification will be done at the cost of the employer.
- C. The Fire Chief (or designee) has full authority to require an employee, who shows signs and/or symptoms that they may be unfit for duty, to see a physician or other medical specialist. An employee that is found to be unfit for duty will be placed on sick leave or disability. An employee found to be fit for duty will not be debited with any sick leave used to determine fitness for duty.

**SECTION 6.** The Employer may agree to allow employees to donate sick leave to members who may have exhausted their leave due to extenuating circumstances.

**SECTION 7.**

- A. The maximum amount of sick leave that an employee may carry is one-thousand-four-hundred-forty (1,440) hours. Sick leave hours earned in excess of one-thousand-four-hundred-forty (1,440) hours will be paid out to the employee's VEBA account at a rate of fifty percent (50%) of the affected employee's hourly rate. Such payments will be made one time per year, on the last pay period of the year.
- B. Upon retirement, layoff or other voluntary separation of employment, accrued sick shall be reimbursed at fifty percent (50%) of the affected employee's hourly rate of pay. The affected employee must have at least 720 hours accrued at the time of separation to be eligible for reimbursement and the reimbursement will be for no more than 1,440 hours. Such payment shall be made at the time of separation, or retirement, however, no payment shall be made if an employee is terminated.

**SECTION 8.** This document shall not supersede any Washington State or federal law that may take effect within the duration of this contract.

**ARTICLE 19 – LIGHT DUTY**

**SECTION 1.** An employee who is injured or sick and subsequently unable to perform their normal duties may be assigned to light duty upon examination of employee's own physician. The employer reserves the right, at its own expense, to have the employee examined by an employer appointed physician.

**SECTION 2.** The light duty employee's position shall not affect minimum staffing requirements of the department.

**SECTION 3.** Light duty may be considered if there is actual work available and suitable for the injured employee. The employee may be assigned non-combat duty in such areas as: Fire

**ARTICLE 19 – LIGHT DUTY (continued)**

Prevention, Public Information, Training, Maintenance, or as determined by the Fire Chief or Designee.

**SECTION 4.** The work schedule will be arranged by mutual agreement between the Bargaining unit and the Fire Chief or Designee.

**ARTICLE 20 - MILITARY LEAVE**

**SECTION 1.** Military leave shall be granted pursuant to RCW 38.40.060 and RCW 73.16.031.

**ARTICLE 21 – JURY/COURT DUTY**

**SECTION 1.** All employees shall be allowed necessary leave to serve as a member of a jury. During such leave, employees will be paid at their regular rate of pay. Any jury duty pay (exclusive of expenses) received for his service on a workday shall be reimbursed to the Employer. The Employer has the right to request for dismissal of an employee from serving on jury duty.

**SECTION 2.** Employees shall be required to report to work for any portion of their regularly scheduled shift during which they are not actually serving on a jury or waiting to be impaneled.

**SECTION 3.** When an employee is required to appear in court on his time off, as a direct result of proper activity as an employee of the District, he shall be given court leave. Such leave shall be compensated at the rate of one and one half times of the actual hours requiring his presence in court. The employee shall have the responsibility to communicate with the court system to determine the actual time requiring his presence. Any compensation received for such court appearances shall be turned over to the Employer.

**ARTICLE 22 – BEREAVEMENT LEAVE**

**SECTION 1.** 24-hour shift members shall receive up to seventy-two (72) hours of paid leave for each event of death or serious illness in their immediate family. 12-hour shift members shall receive forty-eight (48) hours of paid leave for each event of death or serious illness in their immediate family. 8-hour dayshift members shall receive thirty-two (32) hours of paid leave for each event of death or serious illness in their immediate family. More time may be allowed off with approval of the Employer. Special circumstances regarding the use of bereavement leave occur from time to time. If such a circumstance occurs, the matter will be resolved at the discretion of the Fire Chief.

**SECTION 2.** Immediate family is defined as spouse, parents of employee and spouse, children, legal live-in dependents, employee’s brothers or sisters, grandchildren, grandparents, domestic partners as defined by the State of Washington, or any other person legally dependent upon the employee.

**ARTICLE 23 – LEAVE OF ABSENCE**

**SECTION 1.** A leave of absence, without pay or benefits, may be granted an employee for a period not to exceed one year. A request is to be submitted in writing, detailing the need for the

**ARTICLE 23 – LEAVE OF ABSENCE (continued)**

leave, subject to a determination by the Chief and Board of Commissioners, that such leave is justified and can be granted without undue hardship to the Employer.

After six (6) months leave and prior to return to duty, the Employer may require a medical exam by the Employer’s physician.

**ARTICLE 24 – SHIFT TRADES**

SECTION 1. Requests for shift trades shall not result in any cost to or interfere with the operation of the District and must be voluntary.

SECTION 2. The Fire Chief or his designee shall approve shift trades. Employees requesting a shift trade must possess an equal rank, specialty or the ability to act in a higher classification with the person they are trading with.

SECTION 3. The District has no obligation to ensure or facilitate the repayment of shift trades between employees.

SECTION 4. If the substituting employee fails to appear to work, the substituting employee shall be obligated to pay the time back at the discretion of the District. If the employee who is to provide the relief is on unpaid leave or is no longer employed by the District, responsibility for the shift returns to the employee requesting the relief. All proper notifications must be made in such situations. Failure to provide relief will result in loss of vacation time equal to the cost of filling the position.

SECTION 5. Employees shall not be allowed to be on continuous duty in excess of seventy-two (72) hours, except as approved by the Chief or his/her designee.

SECTION 6. Employees engaged in a trade, whether on Kelly Day or not, shall not be eligible for overtime on the date of the trade.

**ARTICLE 25 – VACATION**

SECTION 1. Each member shall be granted vacation leave in accordance with the following, after completion of one year of service from the date of hire. For the purpose of vacation leave only, the hire date will be prorated to the preceding January 1<sup>st</sup> after the first of the year.

<b>12/24 Hour Shift</b>			<b>8 Hour Days</b>		
After	1 year	5 shifts/120 hours	After	1 year	80 Hours
After	2 years	6 shifts/144 hours	After	3 years	120 Hours
After	4 years	7 shifts/168 hours	After	8 years	160 Hours
After	6 years	10 shifts/240 hours	After	12 years	200 Hours
After	11 years	12 shifts/288 hours	After	18 years	240 Hours
After	16 years	14 shifts/336 hours			

**ARTICLE 25 – VACATION (continued)**

SECTION 2. When an employee is transferred from one work schedule to another work schedule, their accrued vacation and accrual rate shall be adjusted by the appropriate conversion factor.

SECTION 3. No more than one hour may carry-over from one year to the next. Any unused vacation on the last pay period of the year shall be dispersed by the following methods:

- A. Vacation Hours will be multiplied by the affected employee’s regular hourly wage and 50% will be added to the said employee’s next paycheck.
- B. The remaining 50% will be deposited into the said employee’s VEBA account.

SECTION 4. Members shall schedule their vacation no later than December 15th of the present working year. Vacations shall be granted upon the seniority basis. There shall be two rounds of scheduling of up to a maximum of 50 % accrued leave for each round. Any vacation scheduled after December 15th shall be on a first come, first serve basis, depending on the requested time off. **The following days are not eligible for vacation picks by any member: Thanksgiving Day, Christmas Eve, and Christmas Day.** Shift trades and scheduled Kelly days are the exception to the rule.

SECTION 5. Upon termination or retirement, the employee shall be compensated for any unused vacation time following the same procedure outlined in SECTION 3.

**ARTICLE 26 – HOLIDAYS**

SECTION 1. 24-hour and 12-hour dual role employees shall receive 96 hours of time off through a reduction of hours on the work calendar. 40 hour per week employees shall receive these days off.

New Years Day	Martin Luther King Day	Presidents Day
Memorial Day	Independence Day	Labor Day
Veterans Day	Thanksgiving Day	Thanksgiving Friday
Christmas Day	Floating Holiday	

SECTION 2. Each single-role employee shall be granted 96 hours of holiday leave annually, on the Jan 5<sup>th</sup> paycheck after completion of one year of service. Accrued but unused holiday leave will be treated in the same manner as unused vacation hours according to Article 25.

**ARTICLE 27 – INSURANCE**

SECTION 1. The employer will provide the WSFCA PPO Comp 1 insurance and the traditional dental with orthodontia at no cost to the employee.

SECTION 2. Dual role employees will contribute 15% towards dependent monthly premium for WSFCA PPO Comp 1 insurance and traditional dental with orthodontia for the duration of this

**ARTICLE 27 – INSURANCE (continued)**

contract. The district will not pay for single role employees' dependent coverage. Single role employees will have the option to pay 100% of the monthly premium for WSFCA PPO Comp 1 insurance and traditional dental with orthodontia for their dependent(s) for the duration of the contract. Dependent co-payments shall be made pre-tax, in accordance with section 125, as long as the Local is participating in the WSFCA Insurance.

SECTION 3. The employer will provide the cost of the Washington State Council of Firefighters Medical Expense Retirement Plan for each employer in the amount of \$75.00 per month.

SECTION 4. The District shall maintain an accidental death and disability policy on all employees covered by this agreement.

**ARTICLE 28 - JOB DESCRIPTIONS AND WORK ASSIGNMENTS**

SECTION 1. The Union agrees that its members shall comply with their existing job descriptions. Where changes in the job descriptions constitute mandatory subjects of bargaining, the Employer and the Union shall bargain prior to implementation.

SECTION 2. Employees shall be assigned work that is consistent with recognized appropriate work for professional dual role fire fighters and/or professional single role EMT's or Paramedics and be provided with adequate training that will assist them in completing their assignments.

**ARTICLE 29 – CHAIN OF COMMAND**

SECTION 1. Excluding emergency incidents where a volunteer officer may be in charge, paid personnel will be subordinate only to paid officers.

**ARTICLE 30 – UNIFORMS AND PROTECTIVE CLOTHING**

**SECTION 1.**

- A. New Hires: A new employee shall receive the minimum uniform requirement for a uniformed employee. (see Department's Uniform SOG)
- B. After a new employee successfully completes their one-year probationary period, the Department will supply them with the appropriate Class A dress uniform. Replacement dress uniforms will be the responsibility of the employee utilizing their clothing allowance.
- C. Annual Clothing Allowance: Each employee shall receive a \$600.00 clothing allowance credit on January 1 of each year. The clothing allowance will be placed in a bank which will be debited as the employee submits qualified clothing allowance expenses. Approved clothing allowance items are in the Department's Uniform Policy.
- D. Items purchased on credit by the employee on a Department account will pay any cost difference exceeding their accrued clothing allowance balance via monthly payroll deduction.

**ARTICLE 30 – UNIFORMS AND PROTECTIVE CLOTHING (continued)**

- E. Employees shall be allowed to accrue and carry over any clothing allowance balance to the succeeding year. The maximum clothing allowance accrual shall not exceed \$1200.00.

**SECTION 2.**

- A. All other protective clothing, equipment, and devices required for employees to perform their duties, shall be furnished to the employee by the Department, with the exception of approved clothing items listed in the Department's Uniform Policy which are intended to be purchased from the employee's clothing allowance.
- B. All protective clothing and devices, either supplied by the Department or purchased by the employee for on-duty use, shall conform to Washington State Vertical Standards and the Department's Uniform Policy.

**SECTION 3. Maintenance:** Each employee shall be responsible to wear appropriate and well-maintained uniforms at all times. It shall be the employee's responsibility to provide for the maintenance and care of uniforms.

**SECTION 4. Department Property:** All protective clothing, equipment, devices purchased by the Department shall remain the sole property of the Department. Employees are responsible for the reasonable care of all such Department clothing, equipment, and devices.

**ARTICLE 31 – WELLNESS**

**SECTION 1.** The physical fitness program shall be a positive program and not punitive in design; allowing for age and position in the department, allowing for on-duty participation utilizing facilities provided for and maintained by the Employer providing for rehabilitation and remedial support for those in need and be reasonable and equitable to all participants.

**SECTION 2.** Employees will be allowed, at a minimum, one (1) hour per shift for the purpose of physical fitness. Physical fitness activities shall be deemed as high priority with the exception of emergency response and operational readiness.

**SECTION 3.** Each employee has access through their provided medical insurance to a variety of employee assistance programs. The District will pay any co-payments associated with these services upon being submitted.

**ARTICLE 32 – RESIDENCY**

**SECTION 1.** No residency requirements shall be applied to any Union represented full time employee.

**ARTICLE 33 – MILEAGE**

SECTION 1. Employees required to use their private automobiles while on official Fire District business shall be compensated at the current Internal Revenue Service rate.

**ARTICLE 34 - RETENTION OF BENEFITS**

SECTION 1. All rights and privileges relative to wages, hours and working conditions held by employees at this time even though not identified in this Agreement, shall remain in full force and effect unless changed within the provisions of RCW 41.56.

**ARTICLE 35 – EDUCATION AND TRAINING**

SECTION 1. When the Employer requires an employee to attend fire service schools, emergency medical training, or other specialized training, the actual cost of tuition and books and necessary and reasonable travel, meals and lodging shall be paid by the Employer. When requested, payment of authorized expenses shall be made in advance.

SECTION 2. When the Employer requires an employee to attend schools, training or departmental meetings while off duty, such employee shall be compensated at the overtime rate of pay. The Employer may schedule such training during duty time in which case the employee shall be compensated at the regular rate.

SECTION 3. If approved for reimbursement by the Chief and Training Officer, the college class expense (tuition and books only) will be reimbursed from the regular training budget on a case by-case-basis. All college classes subject to reimbursement consideration shall be job and occupation related. If an employee terminates employment in less than one (1) year of receipt of reimbursement, the employee shall be obligated to repay the Employer.

SECTION 4. The Employer may allow the use of a District vehicle to and from an educational event upon written approval from the Chief.

SECTION 5. The District will pay tuition and overtime (when off duty) for required EMS training for paramedics which is acquired per District Policy for certification and maintenance. The District will pay overtime for six (6) base stations per year for ILS techs.

**ARTICLE 36 – PM TRAINING**

SECTION 1. When volunteer or volunteer residents are selected to attend Paramedic training, they are not represented by the Local.

SECTION 2.

- A. When career members are selected to attend Paramedic training the following shall apply. The member(s) may be scheduled to work a different schedule to meet training requirements. Member(s) will receive their regular monthly salary and will not be eligible to work overtime.

**ARTICLE 36 – PM TRAINING (continued)**

- B. In the event a career member(s) is removed, or resigns from the program, the following shall apply:
  - a. The member(s) shall drop back to their previously held position.
  - b. The member(s) will not be eligible for paramedic training again.
  - c. The member(s) will not be eligible to take a promotional exam for 1 cycle.
  
- C. Upon successful completion of the Paramedic training program, members will be required to work for the District for a minimum of 7 years. Early separation from the District will result in the member(s) paying a \$100,000 reimbursement for the training. This reimbursement will be broken down per month based on the remaining time of their contract.
  - a. Total monthly cost will be based on the \$100,000 obligation divided by 84 months (7 years). Each remaining service month equates to a total of \$1,190.48.  $\$100,000/84\text{months}=\$1,190.48$ .
  - b. The member's time served under the contract will be subtracted from the original 84 month obligation.
  - c. Payment to the District shall be divided over months remaining on contract.
  - d. Example: Employee A begins working post medic school on August 1st of 2014. Employee A wishes to separate from the department on April 1st of 2016.  $84(\text{duration of contract})-20(\text{months served}) = 64$  months remaining on contract.  $64(\text{remaining months}) \times \$1,190.48(\text{cost per month}) = \$76,190.72$  remaining cost to member wishing to separate.

**ARTICLE 37- INTER-FACILITY TRANSPORTS**

**SECTION 1. IMPLEMENTATION**

- A. The recruitment, testing, hiring, and implementation of the position(s) of Single Role Emergency Medical Technician (SR-EMT) and Single Role Paramedic (SR-PM) will occur within eighteen (18) months from ratification of the 2018-2020 IAFF Local 2032 Collective Bargaining Agreement.
- B. Successful implementation of the single role transport program to meet the intent of the CBA shall be as follows:
  - a. Candidate recruitment, testing, and an eligibility list established by the District for each position classification.
  - b. Background and reference checks completed on highest scoring candidates.



**ARTICLE 37- INTER-FACILITY TRANSPORTS (continued)**

- c. Conditional offer of employment “offered” to the selected candidates.
  - d. Employment orientation, approval of Jefferson County Medical Program Director, shift assignments established, delivery model initiated, and transport unit in-service full-time with 24 hour/365 days coverage at an ALS certification.
- C. The number of single role employees may not exceed 25% of the total number of dual role employees. In the case that a dual role employee separates from the department and the single role employee number exceeds 25%, the department has a 90 day grace period to resume the proper ratio.

**SECTION 2.** This section will become effective 18 months after ratification of the 2018-2020 IAFF Local 2032 CBA and remain in effect thereafter if Article 37 Section 1 has not been successfully implemented. All dual role employees will receive a retroactive 3.0% increase for the year 2018 starting when the CBA was ratified. The 2019 COLA, as stated in Article 15 Section 3, will be doubled and also paid out retroactively.

**SECTION 3. CRITICAL TRANSPORT SURGE CAPACITY**

- A. In order to meet the needs of the community and fulfill our responsibility to the Jefferson Healthcare Patient Transport MOU, the necessity of providing critical transport surge capacity is recognized by both the Employer and the Union.
- B. Critical surge capacity is defined as more than one medical patient transport required from a medical facility as determined emergent by the Duty Chief in consultation with the House or Nursing Supervisor.
- C. The maximum total number of surge capacity transports facilitated by dual role employees shall be based on 5% of the previous year’s Jefferson Healthcare inter-facility transports total (not to include STEMI patients, local transports within JCFPD #1 or transport to a destination to fulfill a patient air transport within Jefferson County).
- D. In the event that surge capacity transports exceed the 5% allotment, each dual role employee facilitating the excess transport(s) shall receive a \$500.00 payment per occurrence.
- E. In the event that a dual role employee is working overtime in a single role position this will not count toward the 5% surge capacity allotment.

**ARTICLE 38 – RECLASSIFICATION**

**SECTION 1.** When an opening for a lesser qualified position exists, any current bargaining member with appropriate qualification may apply for the position without testing.

**SECTION 2.** If an officer being reclassified has at least five years in current rank, or a paramedic has ten years at current position, and is being reclassified to a lesser qualified position then, the newly assigned bargaining member shall have their pay frozen at their current rate at time of reclassification. Once the pay rate of the newly assigned position reaches or exceeds the frozen rate

**ARTICLE 38 – RECLASSIFICATION (continued)**

the frozen rate will resume increases. If the newly assigned bargaining member is offered overtime it will be at their new classification wage scale according to Appendix A.

**SECTION 3.** Paramedic reclassification- The Employer recognizes that a bargaining unit member serving as a Paramedic may request to drop their Paramedic certification and be reassigned to a non-paramedic position within the same rank. To be considered Paramedic's must meet requirements as follows:

- A. Paramedics are required to fulfill their obligation to the Employer as listed in Article 36-PM Training.
- B. Paramedics must give one year's notice prior to consideration for reclassification to allow the department to maintain service to the community.

**SECTION 4.** A dual role employee may reclassify into a single role position if a vacancy exists. The reclassified member shall retain their vacation accrual, longevity and seniority. The employee's pay scale will be changed to reflect that of a top step single role EMT or single role PM.

**SECTION 5.** If more than one employee applies for an open position, the Employer shall select the individual which it believes in its sole discretion to be the best qualified.

**ARTICLE 39 – COMPARABLES**

**SECTION 1.** The following is a list of comparable Locals, agreed upon by the District and the Local for contract years 2018-2020:

- Kitsap County Fire District 18 – Local 2819
- Island County Fire District 1 – Local 4033
- Snohomish County Fire District 4 – Local 2694
- Riverside Fire Authority – Local 451
- North County Regional Fire Authority- Local 4118
- Central Mason Fire & EMS- Local 2394

**ARTICLE 40 – SAVING CLAUSE**

**SECTION 1.** Should any provision of this Agreement or the application of such provision be rendered or declared invalid by a court of final jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

**ARTICLE 41 – SUCCESSORS**

**SECTION 1.** Prior to any contracting out, consolidation, merger, annexation, or incorporation the Employer agrees to notify the Union and bargain in good faith the wages, hours, and working conditions of the collective members of said consolidated, merged, annexed, or incorporated Fire Districts.

**SECTION 2.** This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein, contained shall be effected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer, or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

**ARTICLE 42 – DURATION**

**SECTION 1.** This agreement shall become effective January 1, 2018 and continue through December 31, 2020.

**APPENDIX A**

**2018 Salary**

**Salaries**

Single Role Grade		0-6 Months	6-18 Months	18+ Months
56.15 X 52 = 2920	Hourly	\$12.49	\$13.27	\$14.05
EMT	% 5 <sup>th</sup> Yr FF/EMT Hourly Rate	40.00%	42.50%	45.00%
	Hourly	\$15.61	\$16.39	\$17.17
PM	% 5 <sup>th</sup> Yr FF/EMT Hourly Rate	50.00%	52.50%	55.00%

Dual Role Grade		Probation	2nd Year	3rd Year	4th Year	5th Year
FF/EMT	Monthly	\$3933.30	\$4588.50	\$5243.70	\$5898.90	\$6556.20
48.46 X 52 = 2520	Hourly	\$18.73	\$21.85	\$24.97	\$28.09	\$31.22
	% 5 <sup>th</sup> Yr Level	60.00%	70.00%	80.00%	90.00%	100.00%

<b>Differential: Current Step +</b>	
FF/ILS	3.00%
FF/PM	10.00%
Lt/Probation	7.00%
Lieutenant	15.00%
Lt/PM/Probation	17.00%
Lt/PM	20.00%

<b>Longevity Differential (% 5<sup>th</sup> Yr FF/EMT): After Successful Completion of</b>	
10 Years	1.5%
15 Years	3.0%
20 Years	4.5%
25 Years	6.0%
30 Years	7.5%

**APPENDIX B**

**Just Cause**

Just Cause may be determined by answers to the following questions. “No” answer(s) to one or more normally signifies that just cause and proper cause did not exist.

1. Did the employer forewarn the employee of the possible consequences of his/her conduct?
2. Was rule or order involved reasonably related to orderly, efficient and safe operation of business?
3. Before administering discipline, did the employer make an effort to discover whether the employee did in fact violate or disobey rule or order?
4. Was the employer’s investigation conducted fairly and objectively?
5. In investigation, did the employer obtain sufficient evidence that the employee was guilty as charged?
6. Has the employer applied its rules, orders and penalties even handedly and without discrimination?
7. Was the degree of discipline reasonably related to the seriousness of offense and employer’s record of the employee?

**Seniority List for Local 2032**

(January 1<sup>st</sup>, 2018)

Schumann	01/1990
Aman	09/1998
Steele	10/1998
Kauzlarich	08/1999
Kilgore	05/2001
Minker	02/2003
Clouse	04/2003
MacDonald	04/2003
Woods	03/2004
Kithcart	11/2004
Chambers	12/2004
Neville	01/2005
Grimm	02/2007
Fletcher	09/2008
Sanders	09/2008
Bergen	10/2008
Rogers	10/2008
Ridgway	08/2010
Carver	10/2010
Martin	10/2010
Macrae	03/2011
Porter	03/2011
Yelaca	08/2013
Dean	01/2014
White	01/2014
Walker	07/2015
Fairbanks	01/2016
Pulido	01/2017
Weaver	01/2017
Morris	01/2017
Williams	01/2018
Dalrymple	01/2018

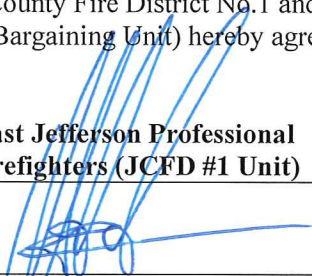
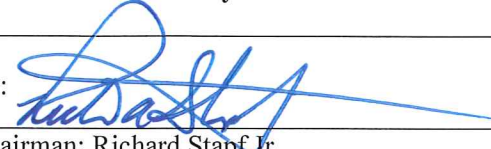
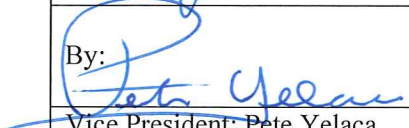
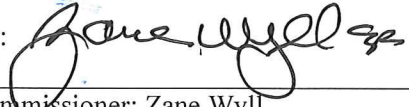
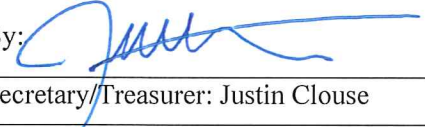

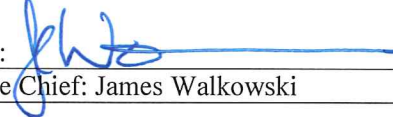
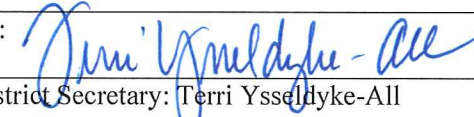
**In Memoriam**

Michael Beery  
09/2000-06/2005  
“Our Fallen Brother”

**Active Retired in Good Standing**

Manus	1984-2015
Wadkins	1990-2009
Christensen	2005-2013
Randall	2008-2016

Jefferson County Fire District No.1 and East Jefferson Professional Fire Fighter Local 2032 (JCFD #1 Bargaining Unit) hereby agrees to the contents of this Agreement on 02/27/ 2018.

<b>East Jefferson Professional Firefighters (JCFD #1 Unit)</b>	<b>Jefferson County Fire District No.1</b>
By: 	By: 
President: Justin Fletcher	Chairman: Richard Stapf Jr.
By: 	By: 
Vice President: Pete Yelaca	Commissioner: Zane Wyll
By: 	By: 
Secretary/Treasurer: Justin Clouse	Commissioner: David Johnson
	By: 
	Fire Chief: James Walkowski
	By: 
	District Secretary: Terri Ysseldyke-All

SEAL

SEAL

**Teresa Ysseldyke-All**  
**State of Washington**  
**Notary Public**  
**MY COMMISSION EXPIRES**  
**September 25, 2018**