



Jefferson County Fire Protection District No. 2

Commissioner Art Frank
Board Chair
P.O. Box 433, Quilcene, WA 98376 ■ 360-765-3333

Commissioner Herbert Beck
Commissioner Melody Bacchus



MINUTES

BOARD OF FIRE COMMISSIONERS SPECIAL MEETING

JANUARY 24, 2022, 3:00 p.m.

Headquarters and on Zoom

ATTENDANCE:

Commissioner/Chair Art Frank – By Zoom
Commissioner Melody Bacchus – In Person
Fire Chief Tim McKern – In Person
District Secretary Robert Rewitzer – In Person

CALL TO ORDER:

Commissioner Frank (Chair) called the special meeting to order at 3:02 p.m.

EXECUTIVE SESSION:

In accordance with Section 42.30.140(4)(a) RCW the Board called an Executive Session to discuss the collective bargaining agreement with IAFF Local 3811 to end at 3:12 p.m. The Executive Session ended with no action taken.

NEW BUSINESS

- 1. Collective Bargaining Agreement with IAFF Local 3811 – A MOTION to approve the Collective Bargaining Agreement with IAFF Local 3811 with all compensation as stated** was moved by Commissioner Frank and seconded by Commissioner Bacchus. The motion **carried by unanimous vote** of the commissioners present.

ADJOURNMENT:

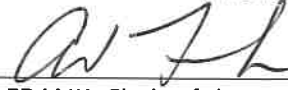
Commissioner Frank called for adjournment at 3:14 p.m.

ATTACHMENTS:

Collective Bargaining Agreement with IAFF Local 3811

APPROVED this 21 day of FEBRUARY, 2022 by the Board of Fire Commissioners of Jefferson County Fire Protection District No. 2, then signed by those members present at the meeting:

BOARD OF FIRE COMMISSIONERS
JEFFERSON CO. FIRE PROTECTION DIST. #2



ART FRANK, Chair of the Board



MELODY BACCHUS, Commissioner

ATTEST:



ROBERT REWITZER, District Secretary

**JEFFERSON COUNTY FIRE PROTECTION DISTRICT NO. 2
QUILCENE FIRE RESCUE**



**JEFFERSON COUNTY PROFESSIONAL FIREFIGHTERS LOCAL 3811
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF)**



EMPLOYMENT CONTRACT

2022 ■ 2023 ■ 2024

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PREAMBLE

This Agreement is between Jefferson County Fire Protection District No. 2 ("Employer") and Jefferson County Professional Firefighters Local 3811, International Association of Fire Fighters ("Union"). The Employer and the Union are collectively called "Parties" (or "Party" in the singular form).

Parties agree that the primary purpose of the agreement is efficient and uninterrupted performance of Employer functions. Parties agree that additional purposes include the establishment of fair and reasonable compensation and working conditions and fostering effective cooperation between the Employer and its Employees.

Parties 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 public.

ARTICLE 1 – RECOGNITION

SECTION 1. The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for the bargaining unit consisting of full time, uniformed, and shift working Employees in the following job classifications:

- Career Fire Fighter/EMT
- Career Lieutenant
- Career Captain

SECTION 2. Specifically excluded from this Agreement are the Fire Chief, Deputy Fire Chief, Administrative Assistant, District Secretary, and any other Employees or Volunteers not described in Section 1 of this Article.

SECTION 3. If the Employer and the Union cannot mutually agree if a classification or position should be included within this bargaining unit, either party may request clarification from the Washington State Public Employment Relations Commission (PERC).

SECTION 4. Hereinafter, wherever the words "Employees" or "Employee" appear in this Agreement, the words are meant to apply only to persons employed in the bargaining unit. Employees who join the Union are called "Members" (or "Member" in the singular form). For purposes of this Agreement the terms "Employee" and "Member" are not synonymous and must not be confused, conflated, or used interchangeably.

ARTICLE 2 – UNION MEMBERSHIP AND DUES

SECTION 1. Within thirty (30) days of hire or transfer into the bargaining unit, an Employee shall be afforded an opportunity to attend a one-hour orientation meeting with a Union Representative. Attending the meeting will not be mandatory for the Employee.

SECTION 2. Employees desiring to become a member of the Union shall advise the Employer with an “OPT-IN” form provided by the Union that authorizes the withholding of regular Union dues.

SECTION 3. The Employer shall deduct once each month dues and assessments from those Employees who have individually requested in writing via the “OPT-IN” form that such deductions be made. The total amount of deductions shall be remitted by the Employer to the Union Treasurer.

SECTION 4. The Union agrees to indemnify and hold harmless the Employer from any and all actions taken by the Employer pursuant to this Article.

ARTICLE 3 – UNION BUSINESS

SECTION 1. The Union shall provide written notice to the Employer of the name(s) of the Member(s) authorized to represent the Union (“Union Representative”). Employer agrees that one (1) Union Representative shall be allowed adequate time off without loss of pay to attend contract negotiations sessions with the Employer at the Employee's place of employment and to remain available for emergency, responses. For administration of other Union business with the Employer, one (1) representative of the Union shall be allowed adequate time off without loss of pay. Additional Union officials may be allowed time off without loss of pay if the Fire Chief or an authorized designee determines that the operations of the district will not be adversely affected.

SECTION 2. The Employer shall provide space for the use of a Union bulletin board in a mutually agreed location in the Employer’s facility. Postings shall be limited to Union business.

SECTION 3. Union Representatives shall be permitted to visit work locations of Employees covered by this Agreement at any reasonable time for the purpose of administering this Agreement or investigating possible grievances. Such visitations shall not interfere with normal operations of the Employer. The Union shall notify the Employer as soon as practical, prior to such activity, of the time, duration and place.

SECTION 4. The Union shall be allowed to hold regular and special meetings on the Employer's property as long as such meetings do not result in interference with the operations of the Employer. The Union shall submit a request to the Fire Chief or an authorized designee a minimum of thirty (30) days in advance stating the date and time of a regular meeting. Additional special meetings may be permitted on Employer property based upon availability and approval of the Fire Chief or an authorized designee. Such request shall be made at least forty-eight (48) hours in advance of a special meeting. On-duty personnel may attend meetings so long as they remain in service and response ready.

SECTION 5. Official Union Representatives shall be granted time off to attend seminars or conferences involving Union business, provided that such time off does not interfere with the operations of the Employer as determined by the Fire Chief or an authorized designee. The Union Representative shall be allowed to utilize shift trades or use vacation or comp-time from another Member’s accrued bank for the purpose of performing Union business and functions in accordance with Article 24 – Vacations and Article 26 – Shift Trades, provided that an appropriate Employer form is filled out and the Member agreeing to work the trade or have time deducted from their vacation or comp-time bank acknowledges agreement by signing the form.

ARTICLE 4 – WORK STOPPAGE

SECTION 1. The Parties 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, condone, or engage in any work stoppage, strike, slowdown, mass resignation, absenteeism, or other interference with Employer functions and should same occur, the Union agrees to take appropriate steps to end such interference.

ARTICLE 5 – NON-DISCRIMINATION

SECTION 1. The provisions of this Agreement shall be applied equally to all Employees of 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 – 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 Employees; to recruit, hire, promote, transfer, assign, reassign, retain, and lay off 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 bargained in accordance with Chapter 41.56 RCW.

ARTICLE 7 – SENIORITY DEFINED

SECTION 1. Seniority shall be determined by continuous service in the bargaining unit from the date of hire. Continuous service shall be broken by only resignation, discharge or retirement.

SECTION 2. Employees with the same hire date shall be assigned to the seniority list in order of their ranking on the hiring list. The Employer shall maintain a seniority list and update it as necessary.

ARTICLE 8 – REDUCTION IN FORCE

SECTION 1. The Employer shall notify the Union whenever the need to reduce the number of Employees within the bargaining unit is identified. The Employer shall meet and confer with the Union to discuss such action. In the event a reduction in force is necessary, the reduction shall proceed as follows:

- Employees shall be laid off in reverse order of seniority; the Employee with the least seniority shall be laid off first, without regard to rank or classification.
- The Employer will provide the Employee written notice at least thirty (30) days prior to any lay-off occurring unless emergency circumstances make it such that the Employer cannot meet this condition.
- Employees who are laid off shall be paid for all accrued but unused leave time.
- No benefits shall accrue during such term of lay-off.

SECTION 2. The employer will maintain a list of laid off Employees for two (2) years. Employees shall be recalled from the list in the order of their seniority. No new Employee shall be hired until all laid-off employees on the list have been given an opportunity to return to work. Employees must agree to return to work within thirty (30) days of notification and will start at the same grade/step held prior to lay-off.

ARTICLE 9 – PROBATIONARY PERIOD

SECTION 1. All new Employees subject to this Agreement will be required to serve a probationary period of twelve (12) months from the start date of their employment. An Employee may be discharged at any time during their probationary period and such discharge shall not be subject to grievance.

SECTION 2. The Employer shall provide each probationary Employee with an objective written evaluation every three (3) months. Probationary Employees will be required to successfully pass a written examination and practical skills performance test prior to the completion of their probationary period. At the sole discretion of the Employer, the probation period may be extended an additional six (6) months. Employees not passing probationary testing and not meeting prescribed benchmarks will be discharged. Such discharge shall not be subject to grievance.

ARTICLE 10 – DISCIPLINE AND DISCHARGE

SECTION 1. Employees may be disciplined or discharged for just cause. The Employer agrees to follow a policy of progressive and escalating levels of discipline 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. The Employer may bypass progressive discipline in cases of significant misconduct or significant poor job performance in accordance with the current District Discipline Policy, which shall be reviewed annually through the Labor/ Management process.

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

- A. written reprimand
- B. suspension without pay
- C. reduction in rank
- D. discharge

SECTION 3. The Union acknowledges that investigations into the conduct of Employees may become necessary from time to time. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the Employer agrees that:

- A. The Employee shall be notified in writing, prior to any pre-disciplinary meeting, of the subject of the investigation and/or alleged violation, and name of the person conducting the investigation.
- B. The Employer will conduct an investigation and has the discretion to use an outside investigator. Interviewing the subject Employee to allow his or her side to be conveyed shall be a part of the investigation.
 1. Interviews of Employees shall be at a reasonable time, preferably when the Employee is on duty, unless the exigencies of the investigation dictate otherwise.
 2. Interviews shall take place at the Employer's facility, except when deemed impractical by the Fire Chief.
 3. The Employee shall be afforded an opportunity and facilities to contact and consult with a Union Representative.
 4. The questioning session shall not be unreasonably long and the Employee shall be entitled to such reasonable intermissions as needed for personal necessities, meals, telephone calls, consultation with a Union Representative, and rest periods.
 5. The Employee shall not be subjected to any profane language nor shall the Employee be subjected to intimidation in any manner during the interview process.

- C. At the conclusion of the investigation, the Employer shall provide the Employee copies of all investigatory documents and statements, along with a written Notice of Pre-Disciplinary Meeting. This notice shall contain the following
 - 1. The specific violation(s), applicable department policy that was violated, and the specific act(s) or behaviors of the Employee that would be the basis for discipline, based on, but not limited to, position description, requisite knowledge of certifications (i.e. Emergency Medical Technician certification levels).
 - 2. The potential level of discipline to be applied.
- D. The Employee shall be afforded a pre-disciplinary meeting with the Employer's decision maker(s) to present any pertinent information relevant to the investigation or provide reasons for why discipline is not warranted.

SECTION 4. The Employee shall be entitled to have a Union Representation present at any meeting or interview held with the Employer that involves potential disciplinary action against the Employee.

SECTION 5. The Employer may place an Employee on paid administrative leave pending the final decision as to appropriate discipline.

SECTION 6.

- A. The Employee and a Union representative, with the employee's authorization, shall have the right to inspect the full contents of the Employee's personnel file during the normal office hours of the Employer.
- B. No written reprimand or greater disciplinary document may be placed in the personnel file without the Employee having been first notified of said discipline and given a copy.
- C. The Employee shall be required to sign any written reprimand or other disciplinary action acknowledging the employee has read the contents of the document. This signature shall not constitute any waiver of the right to grieve discipline.
- D. No complaint or commendation may be placed in the personnel file without the Employee having first been notified of said complaint or commendation and given a copy. An Employee who disagrees with the validity of any complaint or commendation added to the file shall be provided the opportunity to place a response to the complaint or commendation in the personnel file.

SECTION 7. Written reprimands will be removed from an Employee's personnel file after one (1) year, provided that there are no additional offenses during this time period. Should there be another written reprimand during the one (1) year, the record of discipline shall be extended an additional year. All other record of any disciplinary action above a written reprimand shall be removed from the Employee's personnel file after five (5) years, provided there are no additional, similar, or related offenses. Any record of discipline removed from an Employee's personnel file may occur as part of the Employer's personnel file review, or through a review request by the Employee and/or a petition of removal to the Employer. In the event any discipline is purged in compliance with this article, a written notice will be placed in the file

indicating the date, personnel present, and the statement "File reviewed/updated as per current CBA and District policy."

SECTION 8. It is the Employer's sole determination as to whether or not an Employee suspended without pay may be allowed to forfeit accrued vacation or compensatory time off in lieu of the suspension of pay.

ARTICLE 11 – GRIEVANCE PROCEDURE

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 Fire 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 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 by submitting a mutually agreed upon list of Public Employment Relations Commission staff members or a list of nine (9) arbitrators from the American Arbitration Association. Upon receipt of the list, the two representatives shall meet within 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 the 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 – POLICIES, PROCEDURES, RULES, AND REGULATIONS

SECTION 1. Employees shall comply with all Employer policies, procedures, rules, and regulations, including those relating to conduct and work performance. Parties agree that only Employer policies, procedures, rules, and regulations that affect wages, hours, or terms or conditions of employment shall be subject to the grievance procedure.

SECTION 2. Changes in policies, procedures, rules, and regulations that affect wages, hours, or terms or conditions of employment are considered mandatory subjects for bargaining as defined in Chapter 41.56 RCW. If Employer determines that changes are necessary to maintain safe operations, it may make such changes pending the outcome of any bargaining.

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 annual salary of each Employee as established by this agreement shall be divided by 2,912 hours (average 56-hour work week).

ARTICLE 14 – OVERTIME, CALLBACK AND COMPENSATORY TIME

SECTION 1. WORK PERIODS. The Employer has elected a Work Period consisting of twenty-four (24) days in accordance with Section 7(k) of the Fair Labor Standards Act (FLSA). Hours worked during a Work Period includes only the hours an Employee is physically present on the job – it does not include paid leave.

SECTION 2. The overtime rate of pay shall be one and one-half times the basic rate of pay as defined in Article 13 of this Agreement.

SECTION 3. Except as otherwise provided in this Agreement, Employees shall receive overtime pay for any hours they are required to work outside their normally scheduled work shift, as established in this Agreement.

SECTION 4. Employees shall receive a minimum of thirty (30) minutes overtime pay for each occurrence of time they are required to work outside of their normally scheduled work shift. The minimum overtime pay shall not apply to Employees held over for an alarm past termination of their scheduled shift or answering an alarm within thirty (30) minutes prior to the start of their scheduled shift.

- A. Employees shall receive overtime for periods before and after scheduled shifts for those periods exceeding fifteen (15) minutes. Overtime shall be paid thereafter in fifteen (15) minute increments.

SECTION 5. The Employer reserves the right to use qualified Volunteers to fill vacant shifts. When the Employer elects to fill a vacant shift with an Employee, the opportunity to work overtime shall be rotated equally by seniority. In the event a vacant shift remains unfilled, the Fire Chief or authorized designee may order an Employee to work a mandatory overtime shift. An Employee may also be ordered to work a mandatory overtime shift on a date immediately preceding their regular work shift. If an Employee on scheduled leave is ordered back to work, the Employee shall receive overtime during the forced hours and the Employee shall retain the leave that covers the specific forced work period.

SECTION 6. Compensatory time shall be defined as time of 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. Compensatory time will be capped at forty-eight (48) hours. Any hours exceeding forty-eight (48) will be automatically cashed out at the earliest payroll cycle.

SECTION 7. Upon separation, Employees Shall be paid at their current rate of pay for all unused compensatory time.

ARTICLE 15 – SALARIES, DEFERRED COMPENSATION

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 Employer will participate in and encourage the Employees to enroll in a Deferred Compensation Program governed by IRS Code 457. The following contribution will be made for the Employee on a monthly basis:

- A. Matching contributions at a 50% rate up to \$200 maximum employee contribution per month.

The Employer shall not be responsible for costs incurred in the management of Deferred Compensation accounts.

ARTICLE 16 – WORKING OUT OF CLASSIFICATION

SECTION 1. Any Employee who is temporarily reassigned by the Employer to assume the duties and responsibilities of a higher classification within the bargaining unit than their regular classification shall be paid according to the "Acting" schedule of the higher classification, per the salary schedule and pay plan set out in Appendix A, for the time the Employee is assigned and fulfills the duties and responsibilities of the higher classification. The Union and Employer agree that an Employee acting as Duty Officer is not considered to have been temporarily reassigned and is not working out of classification for purposes of this Article.

ARTICLE 17 – DUTY OFFICER

SECTION 1. In the event that a Duty Chief is not available, the opportunity to act as a Duty Officer will be offered to Employees in the Classifications of Career Lieutenant or Career Captain on a rotating basis. To be considered for the assignment it's expected that the Employee be physically within District boundaries and available during the stand-by time.

SECTION 2. The Employee will be compensated at the rate set out in Appendix A for standby time. The Employee will be compensated at their normal overtime rate of pay for all time they are dedicated to a response, pursuant to the other terms of this agreement. The standby pay and response pay shall not piggyback on each other. At no time shall the Employee be compensated more than their applicable overtime rate of pay.

The Employer and Union will agree on the procedures to be followed and the call types that will necessitate a Duty Officer response.

ARTICLE 18 – HOURS OF WORK

SECTION 1. SCHEDULES. Parties agree to the 48/96-hour shift schedule. Within a six (6) day scheduling cycle, Employees will be scheduled to work two consecutive twenty-four hour shifts for a total of 48 hours and have ninety-six consecutive hours off. Parties acknowledge that in contexts other than this Agreement, the two consecutive 24-hour shifts together may be considered a single shift and agree that for purposes of this Agreement the concepts are not to be confused.

SECTION 2. SHIFTS. Shifts begin at the Fire Station at 0800 hours each and every day of the year and end at 0800 hours on the following day. Scheduled Employees and Volunteers comprise a "Duty Crew." Duty Crews are expected to be in the Fire Station, in uniform and response ready by 0800 hours each morning. Daily pass down between off-going and on-coming shifts is to be conducted in the Fire Station at that time.

SECTION 3. DUTY CREW ACTIVITIES. Duty Crews are expected to remain in the fire station and productive until 1700 hours each day. After 1700 hours, the Duty Crew may utilize the Crew Quarters at 67 Herbert Street. Duty Crew personnel shall remain on Employer property during the entire duration of their shifts, with the following exceptions:

1. Any Employer activities including, but not limited to, calls, travel between Employer properties, citizen assists, training, or public relations.
2. During the below-mentioned lunch and break periods, Duty Crew personnel may visit public stores and restaurants as long as such visits do not slow an emergency response.

Duty crew personnel are authorized a 60-minute lunch period and two 15-minute breaks between 0800 hours and 1700 hours.

At least two (2) hours of fire or EMS training shall be conducted and documented each shift period.

One (1) hour of physical fitness will be allowed between 0800 hours and 1700 hours but only after all personnel and equipment are response ready.

The Employer reserves the right to schedule activities including, but not limited to, inspections and training after 1700 hours, but generally not later than 2200 hours. Activities prior to 0800 hours may also be needed at times.

Holidays as recognized by this agreement may have reduced work hours.

ARTICLE 19 – SICK LEAVE

SECTION 1. Employees shall accrue sick leave at the rate of twelve (12) hours for each full month of service up to a maximum accrual of eight hundred (800) hours. Each Employee will receive their sick leave accrual monthly. Sick leave must be used in 12-hour increments unless one of the following conditions exist:

1. Employee needs to watch a sick child for a short amount of time until other arrangements for child-care can be made.
2. Employee needs to attend a doctor appointment or obtain medications from a pharmacy.

The Employee will give the Employer as much advanced notice as practical if utilizing pre-planned sick time.

An Employee leaving employment with the Employer during the year shall have deducted from the Employee's final paycheck any sick leave used but unearned.

SECTION 2. An Employee may be required to provide the Employer with written verification of illness/injury and certification of the Employee's fitness to return to duty. Such verification/certification shall be made by a health care provider selected by the Employer when any one (1) absence exceeds one (1) consecutive scheduling cycle. Any cost of obtaining verification/certification not covered by Employer provided health insurance plan will be paid by the Employee.

SECTION 3. Abuse and misuse of sick leave is grounds for disciplinary action up to and including discharge. The Employer retains the right to require the Employee to provide certification from an Employer-selected health care provider attesting to the illness or injury when the Employee has called in sick more than three (3) times in one consecutive year, or if sick leave exhibits chronic illness, or if use of sick leave exhibits a pattern of abuse. If the cost of obtaining certification is not covered by Employer provided health insurance plan, Employee shall pay for the certification.

SECTION 4. FAMILY SICK LEAVE. Sick leave may be used to care for an Employee's immediate family when an illness or injury requires personal supervision or treatment. Immediate family shall be defined as a child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status; a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; a spouse; a registered domestic partner; a grandparent; a grandchild; a sibling; or any other person legally dependent upon the employee. The Employee will give the Employer as much advanced notice as practical if utilizing sick time to care for a family member.

SECTION 5. The Employer may agree to allow Employees to donate sick leave to other Employees who may have exhausted their paid leave due to extenuating circumstances.

SECTION 6. SICK LEAVE ADVANCEMENT. Employees who do not have sufficient sick leave may be advanced sick leave subject to legal requirements under the following conditions:

- A. Any sick leave so advanced is unearned when used, and shall be carried as a debt obligation to Employer until it is earned. If employment is terminated for any reason, the-value of unearned sick leave used shall be deducted from the final paycheck.
- B. No more than 96 hours of sick leave may be advanced to any Employee.
- C. Sick leave advancement will not be considered by Employer until an Employee has exhausted all other accrued time off benefits.

SECTION 7. Except for discharge resulting from disciplinary action, upon separation from service an Employee shall be compensated for any unused sick leave hours in excess of four hundred (400) hours at twenty-five percent (25%) of the Employee's regular rate of pay. Payments under this section may be allocated into the employee's, Employer adopted, HRA VEBA Plan.

SECTION 8. If separation is the result of a line of duty death, any unused sick leave hours shall be compensated at one hundred percent (100%) of regular rate of pay and shall be paid to the estate of Employee.

ARTICLE 20 – MILITARY LEAVE

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

ARTICLE 21 – JURY SERVICE AND COURT APPEARANCE

SECTION 1. An Employee summoned for jury service or subpoenaed as a witness in any job-related litigation or administrative hearing process shall be allowed necessary leave and paid at their regular rate of pay. If the Employer identifies a hardship, the Employer may request the court dismiss the Employee from jury service.

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 or appearing, unless a mutually agreed upon hardship is identified. The Employee will notify the Chief during times when not actively serving or appearing.

SECTION 3. An Employee required to appear while off duty in a court hearing, inquest, or other legal proceeding on behalf of the Employer shall be compensated at the rate of one- and one-half (1-1/2) times the basic rate of pay as defined in Article 13 of this Agreement for the actual hours the Employee is required to appear. The Employee shall coordinate with legal officials to determine the actual time their presence is required. If the appearance relates to misconduct of the Employee, no such payment shall be made.

SECTION 4. The Employee shall provide the Employer with a copy of the jury summons, subpoena, or other legal document requiring the Employee's presence. Any other compensation (exclusive of expenses) received by the Employee for service or appearance (such as juror pay or witness fees) shall be reimbursed to the Employer.

ARTICLE 22 – BEREAVEMENT LEAVE

SECTION 1. Employees shall receive up to forty-eight (48) hours of paid leave for each event of death or imminent death in their immediate family. Where travel distance to attend a funeral service is greater than five hundred (500) miles from the Employee's residence, up to forty-eight (48) hours of additional paid bereavement leave may be granted. More time may be allowed off by the Employer. Special circumstances regarding the use of bereavement leave may 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 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.

SECTION 2. After six (6) months leave and prior to return to duty, the Employer may require a medical exam by the Employer's health care provider.

ARTICLE 24 – VACATION

SECTION 1. Employees shall be granted vacation leave in accordance with the following for the purpose of vacation leave only. Each member will receive their vacation accrual for the full year on January 1st of each year. This accrual shall add the current vacation hours earned plus any step increases that occur during the year. The step increase hours will be prorated from the anniversary date through the end of the year. A member leaving employment with the Employer during the year shall have deducted from their final paycheck (to include any vacation and sick leave cash outs) any vacation used but unearned.

See below for step increase schedule.

Upon Completion	24 Hour Shift Employees
1 year	5 shifts / 120 hours / 10 hours/month
2 years	6 shifts / 144 hours / 12 hours/month
4 years	7 shifts / 168 hours / 14 hours/month
6 years	10 shifts / 240 hours / 20 hours/month
11 years	12 shifts / 288 hours / 24 hours/month
16+ years	14 shifts / 336 hours / 28 hours/month

SECTION 2. No more than ninety-six (96) hours of vacation time accrued in one year may carry-over from one year to the next with the exception of the first year of employment. Exceptions to this carry over limit may be made at the sole discretion of the Fire Chief or authorized designee based on special circumstances demonstrated by the Employee, Any unused vacation hours above the maximum carryover and not granted a special exemption shall be forfeited at the end of each year.

SECTION 3. The Employee shall schedule their vacation at any time after the first year of employment. Vacation requests shall be made at least ninety-six (96) hours in advance of the requested time off. Vacation time shall be granted based on seniority and request date. Vacation time must be used in twelve (12) hour increments. Vacation may not be scheduled during the first year of employment.

ARTICLE 25 – HOLIDAYS

SECTION 1. The following holidays are those which shall be recognized and observed:

New Year's Day

Martin Luther King Day

Presidents Day

Memorial Day

Independence Day

Labor Day

Veterans Day

Thanksgiving Day

Thanksgiving Friday

Christmas Day

SECTION 2. Employees will receive ninety-six (96) hours of Holiday Pay annually. Holiday Pay will accrue at a rate of eight (8) hours per full month of service. New hires will accrue eight (8) hours for the month that includes the hire date, regardless of the actual hire date within the month.

Payment for accrued holiday hours shall occur annually with the October payroll (normally November 5th), or on a final paycheck if separated from service prior to that time. Employees may not request and Employer will not pay out Holiday Pay at any other time.

Holiday Pay will be paid in lieu of statutory overtime for any specific holiday actually worked.

Holiday Pay will be calculated at the straight time hourly rate in effect at time of payment. This is an equivalent of overtime pay for eight (8) holidays whether or not the holidays were actually worked.

No Employee may work more than eight (8) holidays in any one year.

Holiday Pay is considered additional compensation and is reportable to the Washington State Department of Retirement Security.

ARTICLE 26 – SHIFT TRADES

SECTION 1. Employees of the same classification shall have the right to trade shifts when the trade does not interfere with the operation of the Employer. For purposes of this Article only, Career Lieutenants and Career Captains shall be considered equal and may initiate trades as though they were of the same classification. An employee of a lower classification trading with an Employee of a higher classification (a Lieutenant trading with a Captain for example) shall not be eligible for the higher classification pay. Request for shift trades shall be submitted at least 48 hours in advance using the approved Employer procedure and acknowledged by both the Employee requesting the trade and the Employee agreeing to the trade. All trades shall be approved by the Fire Chief or authorized designee. In order to be approved, shift trades shall not cause the Employer to expend any additional funds.

SECTION 2. In the event that an Employee who has agreed to work the trade is unable to meet that obligation, the Employee shall be liable to the Employer for costs associated with any failure of the shift to be filled as agreed, by reduction in paid leave accrual and/or reimbursement to the Employer for any and all costs associated with filling the vacancy. In no case shall the Employee be responsible for more than the actual cost to fill the shift.

ARTICLE 27 – INSURANCE

SECTION 1. The Employer will provide the current WFCA PPO - 100 health insurance plan with 100% coverage for the Employee. The Employee shall contribute ten percent (10%) of the cost of dependent (spouse or registered domestic partner) premium for medical insurance and the Employer will contribute the remaining ninety percent (90%).

SECTION 2. Employer will provide dental insurance if requested by Employee. Employee shall contribute fifty percent (50%) of the cost of the premium for dental insurance with orthodontia coverage for the Employee and dependent (spouse or registered domestic partner) and the Employer will contribute the remaining fifty percent (50%).

SECTION 3. The Employee may choose a more expensive plan offered by the WFCA for themselves and their dependents, but will be required to pay the additional costs of such plan.

SECTION 4. The Employer will not change providers or plans without negotiation with Union. The Labor/Management Committee will meet bi-annually to review current plans and other options.

SECTION 5. In the event that insurance costs increase, the Employer and the Employee shall share the annual increases fifty percent (50%) each.

ARTICLE 28 – WASHINGTON PAID FAMILY & MEDICAL LEAVE ACT

SECTION 1. Eligible employees are covered by Washington's Family and Medical Leave Program, Title 50A RCW. Eligibility for leave and benefits is established by Washington law and is therefore independent of this Agreement. Under the provisions of Section 50A.10.030 RCW the Employer elects to pay the Employee's share of the premium.

ARTICLE 29 – SALARY PROTECTION FOR EMPLOYEES COVERED BY LEOFF

SECTION 1. The Employer will supplement Labor & Industries coverage, up to full base pay, for a period of six (6) months following a duty-related disability, if the claim is approved by Labor & Industries.

ARTICLE 30 – HRA/VEBA

SECTION 1. The Employer agrees to contribute to a mutually agreed upon, Employer adopted, Health Reimbursement Account (HRA) / Voluntary Employee Benefit Association (VEBA) plan for all employees defined as eligible to participate in the plan.

SECTION 2. Contributions on behalf of eligible employees shall be based on the following selected funding sources/formulas:

MANDATORY EMPLOYEE CONTRIBUTIONS (NO INDIVIDUAL ELECTIONS PERMITTED). The Employer shall change the Employee’s compensation package such that eligible Employees shall receive additional benefits in the form of HRA/VEBA Plan contributions equal to fifty dollars (\$50.00), which shall be contributed on a monthly basis and each eligible Employee’s salary shall be reduced by an equal amount. Such contributions shall be made on behalf of all Employees defined as eligible and shall be considered and referred to as Employer contributions.

DIRECT EMPLOYER CONTRIBUTIONS. All Employees defined as eligible are entitled to receive an Employer contribution equal to fifty dollars (\$50.00), which shall be contributed on a monthly basis on behalf of the eligible Employees.

SICK LEAVE CASH-OUT. Contributions shall include the cash out value of unused sick leave days upon separation from service or retirement as indicated in Article 19 – SICK LEAVE.

ARTICLE 31 – UNIFORMS & PROTECTIVE CLOTHING

SECTION 1. The Employer will provide the following items upon initial hire:

Three (3) trousers, two (2) short sleeve Class B and, three (3) t- shirts, one (1) job shirt, one (1) jacket, one (1) belt (up to \$30.00), approved shoes/boots (up to \$150.00) if not already provided as volunteer prior to initial hire).

SECTION 2. On the first payroll of the year following an Employee's date of hire, and each January payroll after that date, the Employer shall provide each Employee a uniform allowance of \$800.00 per year. Any unspent allowance on December 31st, may be banked for the purchase of an Employer specified "Class A" uniform. Once an Employee has received a "Class A" uniform, unspent uniform allowance will not carry forward into the next year. A list of Employer approved uniform items and their cost will be established by the Labor/Management Committee and posted by the Employer on or before December 31st of each year. Purchases of uniform items must be approved in advance by the Fire Chief or authorized designee.

SECTION 3. Funds not used by an Employee for the purchase of approved uniform items may be used for the purchase of personal work-related protective equipment and other work-related items, i.e. extrication gloves, protective eyewear, technical rescue gear, etc. All purchased equipment shall be compliant with the applicable current industry standards as defined by, but not limited to, NFPA, WAC 296-305, MSA, ANSI, and/or Washington State Department of Labor and Industries.

SECTION 4. All uniforms and protective clothing shall be worn in accordance with Employer Policies, Rules, and Procedures.

SECTION 5. Each Employee shall be responsible for the cleaning and appearance of uniforms issued to them. The Employer will be responsible for repair of issued uniforms. When issued uniforms are damaged or repaired to the point where they no longer maintain a professional appearance or are considered unsafe as determined by the Employer, they shall be replaced by the Employee to whom they were issued through the use of the uniform allowance.

SECTION 6. All protective clothing as required and defined by the Washington State Labor and Industries Vertical Standards for Firefighters shall be furnished by the Employer. These items shall be maintained, cleaned, and replaced as necessary by the Employer at no cost to the Employee.

SECTION 7. Except in cases of gross negligence or improper use and care on the part of the Employee, the Employer shall reimburse Employees for the repair or replacement of personal property lost, damaged, or destroyed while in the performance of the Employee's duties. Such items as eyeglasses, sunglasses, dentures, watches, personal equipment, articles of clothing, etc. shall be repaired or replaced when damage is caused by circumstances which arise out of employment and not ordinary wear and tear. Employees must request repair or replacement in writing within seven (7) days of loss or destruction, otherwise the Employer may choose to not replace the item. Repair or replacement cost that exceeds two hundred fifty dollars (\$250.00)

shall be reviewed by the Labor/Management Committee to determine if they are fair and reasonable.

SECTION 8. Uniform items and protective gear shall only be worn during employment with the Employer. No items shall be worn off duty or while working secondary employment.

SECTION 9. Some uniform items may be considered recoverable and must be returned to the Employer on separation from service. Non-recoverable uniform items may be retained by the Employee on separation from service.

ARTICLE 32 – EDUCATION & 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. Purchased books will remain the property of 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 for actual time spent in training with breaks and meal periods subtracted from total compensable hours. The Employer may schedule such training during duty time in which case the Employee shall be compensated at the regular rate.

SECTION 3. Tuition and other expenses for non-required training, elective schools, seminars or conferences will be provided by the Employer when approved by the Fire Chief or authorized designee. When an Employee is attending said non-required events that exceed six (6) hours duration, and it is outside of their regularly scheduled work hours, the Employer will provide a per-diem payment of one hundred dollars (\$100.00) per day.

SECTION 4. If an Employee elects to use their own transportation over the use of an available District provided vehicle, no mileage allowance will be granted. The use of a District vehicle shall require pre-authorization from the Fire Chief or authorized designee.

SECTION 5. Should an employee fail to pass a required training event or class paid for by the Employer and remediation is necessary for completion of the course, the cost and any reimbursements shall be the sole responsibility of the employee. If this situation occurs, the employee may submit an appeal to the Fire Chief, or his/her designee, requesting reimbursement for expenses related to the training and will be considered on a case by case basis.

ARTICLE 33 – SAVINGS 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 34 – SUCCESSORS

SECTION 1. Prior to any contracting out, consolidation, merger, annexation or incorporation the Employer agrees to notify the Employees to the extent required by Chapter 41.56 RCW.

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 35 – DURATION

SECTION 1. This agreement shall become effective January 1, 2022 and continue in full effect until December 31, 2024. Parties agree to begin negotiations of a successor agreement in June of 2024.


SIGNATURE PAGE


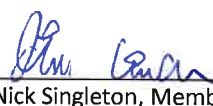
AGREEMENT between Employer and Union acknowledged and executed this 24 day of JANUARY, 2022.


JEFFERSON COUNTY
FIRE PROTECTION DISTRICT NO. 2

IAFF LOCAL 3811

	<u>1/24/22</u>		<u>1/12/22</u>
Art Frank, Board Chair	Date	Wicus McGuffey, President	Date

_____	_____		<u>1/11/22</u>
Herb Beck, Commissioner	Date	Mark McCrehin, Member	Date

	<u>1/24/22</u>		<u>1/17/22</u>
Melody Bacchus, Commissioner	Date	Nick Singleton, Member	Date

	<u>1/13/22</u>		<u>1/13/22</u>
Tim McKern, Fire Chief	Date	Kevin Winn, Member	Date

APPENDIX – A – SALARY SCHEDULE AND PAY PLAN

<u>CLASSIFICATION</u>	<u>SERVICE LENGTH</u>	<u>% OF 1ST CLASS FF/EMT</u>	<u>2022 SALARY</u>
CAREER FIREFIGHTER/EMT			
Probationary	0-12 months	95%	47,217.19
2nd Class	13-24 months	98%	48,708.25
1st Class	25+ months	100%	49,702.30
CAREER LIEUTENANT			
Acting	Temporary	102%	50,696.35
Probationary	0-12 months	103%	51,193.37
Full	13+ months	105%	52,187.42
CAREER CAPTAIN			
Acting	Temporary	107%	53,181.46
Probationary	0-12 months	108%	53,678.48
Full	13+ months	110%	54,672.53

All salaries shall be computed based upon a percentage of the 1st Class Career Firefighter/EMT rate.

Effective January 1, 2022 the salary for a 1st Class Firefighter/EMT shall be \$49,702.30 which reflects a six and one-half percent (6.5%) increase based on the Consumer Price Index for All Urban Consumers (CPI-U) for the selected local areas of Seattle-Tacoma-Bremerton as calculated October 2021 by the U.S. Bureau of Labor Statistics (BLS).

Effective January 1, 2023 the salary for a 1st Class Firefighter/EMT shall be increased by an amount equal to one hundred percent (100%) of the CPI-U, Seattle-Tacoma-Bremerton, August 2021 to August 2022, with a two percent (2%) minimum and a six percent (6%) maximum.

Effective January 1, 2024 the salary for a 1st Class Firefighter/EMT shall be increased by an amount equal to one hundred percent (100%) of the CPI-U, Seattle-Tacoma-Bremerton, August 2022 to August 2023, with a two percent (2%) minimum and a six percent (6%) maximum.

Additional Premiums

- IV Therapy Tech Two percent (2%) of Employee's base rate.
- Advanced EMT Two percent (2%) of Employee's base rate.

Premiums shall be computed based upon the Employees base rate for their assigned classification.

Duty Officer Standby Pay

Employees assigned to act as Duty Officer shall receive two dollars (\$2.00) per hour for each hour of standby.