

AGREEMENT

By and between

PIERCE COUNTY FIRE DISTRICT 16

And

**KEY PENINSULA FIREFIGHTERS
LOCAL 3152, IAFF**

January 01, 2011 through December 31, 2013

This agreement is entered into by and between Pierce County Fire District 16 (hereinafter referred to as the “Employer”) and Key Peninsula Fire Fighters Local 3152, IAFF (hereinafter referred to as the “Union”).

It is the purpose of this agreement to provide for equitable and peaceful adjustment of differences, which may arise, and to establish wages, hours and conditions of employment for the employees covered by the Union.

ARTICLE 1 – RECOGNITION.

Section A: Recognition.

1. The Employer recognizes the Union as the exclusive bargaining agent for all uniformed employees of the Fire District, excluding the Fire Chief, Supervisory confidential and non-uniformed employees.

ARTICLE 2 – UNION SECURITY.

Section A: Union Security.

1. The Employer and the Union agree that all Employees covered herein shall be encouraged to become and remain members in good standing of the Union, and the Union accepts its responsibility to fairly represent all Employees in the bargaining unit.
2. It shall be a condition of employment that all Employees covered by this contract, who are now members of the Union or become a member after the effective date of the contract, remain a member in good standing during the term of this contract. Provided further, Employees who wish to be non-associated due to religious reasons, may do so as provided in RCW 41.56.122.
3. New Employees hired during the term of this Contract shall become a member within ninety (90) days of their employment date or as otherwise provided in RCW 41.56.122 or this article.
4. The Union agrees that the Employer shall not terminate any Employee under this provision of the contract until written notification is provided by the Union to the District that an employee has failed to pay required initiation fees, dues, service fees or charity payment in lieu thereof with proof of payment to such charity. Upon receiving notice of failure to comply with the provisions of the contract, the Employer and Union shall immediately meet to review the case and take action to secure compliance, or in the event of intentional non-compliance, determine the termination date for the Employee who willfully refuses to comply.

Section B: Dues Assessment.

1. The Employer shall deduct once each month dues and assessments from those employees who individually request in writing that such deductions be made. The total amount of deductions shall be remitted by the Employer to the Union Treasurer.
2. The Union shall indemnify, defend, and save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reasons of actions taken by the Employer in fulfilling the obligations imposed on the Employer under this Article.

Section C: Union Business.

1. Regular monthly or special Union Meetings may be held at any Fire Station after 18:00 hours provided; said meeting(s) are not in conflict with pre-scheduled in-house events and do not otherwise disrupt normal departmental operations. With the approval of the Fire Chief, or designee, special meetings may be held at any time and/or fire station. Office space at Station 45 may be utilized for Union Business so long as use does not disrupt normal departmental operations.
2. On-Duty employees, with the approval of the Fire Chief or designee, may meet with the Employer as a Labor Representative regarding Labor management Committee, Negotiation of Contracts or Grievances,

and Fire District appointed committees that may require labor representatives (i.e., Future Planning, Safety, etc.). Participation may not otherwise interfere or disrupt normal departmental operations.

3. The Employer shall provide space for a bulletin board for use of the Union in all career Fire Stations at a convenient location accessible to employees to be used for Union business only.
4. Upon written request submitted by the Union President or his/her designee to the Fire Chief, and approved by the Fire Chief or his/her designee, bargaining unit members may be granted reasonable time-off to participate in seminars, conventions, conferences and other Union business. This privilege shall be subject to the following conditions:
 - a. The written request for time-off shall be submitted to the Fire Chief not less than 14 days prior to the proposed absence.
 - b. Only one Union representative shall be granted time off per shift.
 - c. The Union representative shall be charged the leave of their choice (i.e., annual leave or union leave pool) for the approved time off.
 - d. The cumulative time-off per calendar year unit shall not exceed one hundred twenty (120) hours.
5. Other members of the bargaining unit will be allowed to transfer accrued annual leave to a central leave pool for use by the Union President or his/her designee in performing such internal Union business. The parties acknowledge that such requests may be denied when the Union representatives absence would conflict with previously approved vacation or other employees, training or other duty related activities, or otherwise adversely impact the department.
6. A copy of this agreement shall be posted in the crew area, not the public area, in each staffed fire station, with the Union responsible for the posting and maintenance.

ARTICLE 3 – NON-DISCRIMINATION

Section A: Non-Discrimination

1. The Employer and the Union agree not to discriminate against any bargaining unit member for their membership or non-membership in the Union, or because of their lawful activity on or behalf of the Union or because of their lawful election to refrain from engaging in Union activities.
2. Neither the Employer nor the Union will discriminate against any bargaining unit member because of age, gender, marital status, race, creed, color or national origin. Qualified sensory, mental and/or physical disability, shall be reasonably accommodated to the extent possible, in accordance with the Americans with Disabilities Act.
3. Whenever the masculine gender is used in this agreement, it is intended to refer to both male and female employees and shall be so construed.
4. Disputes under item 2 of this section shall not be subject to the provisions of mediation and arbitration as outlined in Article 20, Section C.

ARTICLE 4 – MANAGEMENT RIGHTS

Section A: Management Rights.

1. The Employer retains and reserves all powers and authority to manage its operations in accordance with applicable laws and regulations, subject only to the limitations expressly stated in this agreement.
 - a. To plan, direct, control and determine the means of operation and level of services provided by the employer;
 - b. To hire, promote, supervise, transfer, assign, and lay-off the work force, to establish qualifications for employment, and determine the number of personnel;
 - c. To discipline, suspend, demote, and discharge employees for just cause.
 - d. To determine the utilization of technology, to establish work and performance standards and, from time to time, change those standards;
 - e. To establish day shift and 24-hour shift schedules within the established hours of work as set forth in Article 7.
 - f. To assign work within the recognized shift schedules;
 - g. To determine the methods, means, organization and number of personnel by which such operations and services shall be produced or purchased and/or to subcontract for goods and services not currently performed by bargaining unit members;
 - h. To assign and require overtime;
 - i. To change or eliminate existing operational protocols, equipment or facilities;
 - j. To establish and modify the organizational and management structure.

2. The parties will bargain over subjects in section 1 to the extent required by RCW 41.56.

ARTICLE 5 – PREVAILING RIGHTS.

Section A: Prevailing Rights

1. All bona fide past practices affecting wages, hours and working conditions which are not included in this agreement, shall remain in force, unchanged and unaffected in any manner unless changed in accordance with the requirements of RCW 41.56

ARTICLE 6 – WAGES

Section A: Wages.

1. Effective January 01, 2011, base wages for bargaining unit classifications shall be set forth in this section. Probationary at 70%; 3rd Class at 80%; 2nd Class at 90%; Shift Lieutenant at 110%, Administrative Captain at 120%; Shift Battalion Chief at 130%; Division Chief at 140% of 1st Class Firefighter Wage.
 - a. The parties agree to a modification of the current organizational chart that includes one (1) Assistant Chief in charge of operations as an exempt non-bargaining unit position by 12/31/11, three (3) Battalion Chief positions responsible for Training, MSO, Tech Services on shift and three (3) Lieutenant positions to round off shift level officer staffing.
2. Effective January 01, 2011, wages for all members of the bargaining unit shall be increased by 100% of Consumer Price Index for Urban Wage Earners (CPI-U), Seattle-Tacoma-Bremerton base (1982-84 = 100) measured mid-year as specified by the Bureau of Labor Statistics, United States Department of Labor with a maximum of two percent (2%).
3. Effective January 01, 2012, wages for all members of the bargaining unit shall be increased by 100% of Consumer Price Index for Urban Wage Earners (CPI-U), Seattle-Tacoma-Bremerton base (1982-84 = 100) measured mid-year as specified by the Bureau of Labor Statistics, United States Department of Labor with a minimum of one percent (1%) and a maximum of three and one half percent (3.5%).
4. Effective January 01, 2013, wages for all members of the bargaining unit shall be increased by 100% of Consumer Price Index for Urban Wage Earners (CPI-U), Seattle-Tacoma-Bremerton base (1982-84 = 100) measured mid-year as specified by the Bureau of Labor Statistics, United States Department of Labor with a minimum of two percent (2%) and a maximum of four percent (4%).

POSITION	January 01, 2011
Probationary Fire Fighter (70%)	\$3,999.37
3 rd Class Fire Fighter (80%)	\$4,570.70
2 nd Class Fire Fighter (90%)	\$5,142.04
1st Class Fire Fighter (100%)	\$5713.38
Shift Lieutenant (110%)	\$6,284.72
Administrative Captain (120%)	\$6,856.06
Battalion Chief (130%)	\$7,427.39
Division Chief (140%)	\$7,998.73

5. Hourly wages shall be calculated by multiplying the monthly salary (base plus longevity & premiums) by twelve (12 months). Then 365 (calendar days) divided by twenty-seven (27 days in pay cycle). The annual wage is divided by the number of 27-day cycles. The sum represents the dollar amount earned in each 27-day cycle. The number earned in a 27-day cycle is then divided by the number of hours worked in a 27-day cycle (192). The Overtime wage is determined by multiplying the hourly wage by 1.5.
6. Advancement from one class to the next higher wage rate/class shall be based upon the following; Completion of one year of service and satisfactory job performance evaluations. Advancement from probationary firefighter to 3rd Class Fire Fighter shall also be based upon successful completion of the mutually agreed upon “Probationary Book”, and any probationary training or test as developed by the Labor Management Committee.

7. Entry level firefighters shall serve a one-year employment probation period. During the twelve (12) month probation, employees are considered at-will employees and may be terminated at the discretion of the employer. The probationary period may be extended one (1) time for a maximum of six (6) months. During such extensions, the employee shall not be considered at-will and can only be terminated for just cause.

Section B: Longevity.

1. The Employer agrees to the following longevity pay, which shall be added to the monthly salary and wages for each employee. Each employee shall receive the following addition to his/her base salary;
 - two percent (2%) after five (5) years
 - four percent (4%) after ten (10) years
 - five percent (5%) after fifteen (15) years
 - six percent (6%) after twenty (20) years
 - seven percent (7%) after twenty-five (25) years

All longevity pay shall be factored into calculating the overtime rate for bargaining unit employees.

Section C: Paramedic Premium.

1. Qualified Paramedics shall receive ten percent (10%) per month premium of the First Class Firefighter wage rate. This premium pay shall be factored into all overtime work for Paramedics.

Section D: Step Up Pay.

1. Where a firefighter is temporarily assigned in a Station Supervisory position for a period of twelve (12) hours or more s/he will be paid at a rate of 95% of the Lieutenant's wage rate.
 - a. The most senior non-probationary Firefighter on-duty shall assume the Station Supervisory position in the event that a staffed station does not have a commissioned officer on-duty.
2. Where any firefighter, who is on an active eligibility list and, is temporarily assigned in an Acting Lieutenant position for a period of twelve (12) hours or more s/he will be paid at a rate of 95% of the Lieutenant's wage rate for the first ten (10) consecutive calendar days of the vacancy . On the eleventh (11th) consecutive calendar day, the vacant position will be compensated at 100% of the Lieutenant wage rate.
3. Where any Lieutenant is temporarily assigned in an Acting Battalion Chief position for a period of more than twenty-four (24) hours s/he will be paid at a rate of 95% of the Battalion Chief wage rate for the first ten (10) consecutive calendar days of the vacancy. On the eleventh (11th) consecutive calendar day, the vacant position will be compensated at 100% of the Battalion Chief Wage rate.

Section E: Conversion.

1. Shall only be applied to bargaining unit employees that are changed from shift to days or days to shifts consistent with Article 7, Section A, Subsection 6 of this agreement.

ARTICLE 7 – HOURS

Section A: Work Schedules.

1. 24-hour Shift Employees shall be assigned to work 192 hours in a 27-day cycle, using the Modified Detroit system.
2. Each member must be scheduled one Kelly day per 27 day cycle. Kelly Days will be scheduled by the employees and submitted by October 1(beginning October 2011 for the following year). The members of each shift shall, based on seniority and staffing guideline requirements, be given the opportunity to choose two Kelly days at a time until all Kelly days have been chosen. Once the Kelly Day schedule has been posted, the Kelly Day can only be changed by mutual agreement between the Employee and the Employer.
3. Day Shift Employees shall be assigned to work a 40-hour work week in a seven day work cycle, which is Sunday through Saturday. Day Shift Employees shall be assigned to work one of the following schedules;
 - a. Five (5) eight (8) consecutive hour days.
 - b. Four (4) ten (10) consecutive hour days.
 - c. Day Shift shall start between 07:00 – 14:00.
4. Changes in an employee's work schedule (from shift to shift, days to shift or vice versa) as outlined in this section shall be preceded by thirty (30) days written notice of the change. The Employer may schedule meetings, interviews or training classes at reasonable times and shall give a two-week written notice. Other exigent meetings may be scheduled on a case-by-case basis, provided the affected employee(s) may be allowed reasonable time to seek Union representation. Employees unable to attend mandatory meetings shall notify the Fire Chief in writing with a copy forwarded to the Union.
7. The Employer may be exempt from the "30 day rule" in cases when an employee is rescheduled to accommodate and cover for the absence of a Union representative who is away on internal Union Business under Article 2, Section C, Subsection 4.
8. If an Employee wishes to request a change in the work schedule such proposed change shall be submitted at least thirty (30) days prior to such change. The Employer will give full consideration to any request and respond in writing within twenty (20) days of receiving the request.
9. In the event of a shift schedule change, the affected employee must have no less than twenty-four (24) hours off-duty prior to the start of a new shift assignment.

Section B: "Productive" Hours and Break Periods.

1. The twenty-four (24) hour shift shall commence at 08:00. Productive hours commence at 0800 and end at 1800, any exceptions to these hours will be at the discretion of the Shift Battalion Chief. The Shift Battalion Chief will plan and assign all daily work activities. Work activities shall include, but are not limited to, general maintenance of apparatus, facilities and equipment; delivery of fire and life safety education to the public; station tours; daily in-service training and continued education; pre-fire planning; committee and project activities; volunteer program support; physical fitness and emergency event mitigation.
2. The Employer recognizes that adequate break and meal periods are necessary during work shifts. At the discretion of the Shift/Station Officer, two (2) fifteen (15) minute break periods are permitted with one (1) to occur in the mid-morning hours and one (1) to occur in the mid-afternoon hours. Moreover, a

lunch and dinner meal period approximating one (1) hour are permitted with lunch to occur at or near the noon hour and dinner occurring at any time after or near 17:00 hours. Whenever a meal period is interrupted, the Shift Battalion Chief may authorize additional break periods at his/her discretion. Employees shall remain on call and available for emergencies during these breaks.

ARTICLE 8 – OVERTIME AND CALLBACK

Section A: Overtime Compensation.

1. In accordance with the Fair Labor Standards Act (FLSA), the 7(K) work period for 24-hour shift personnel shall be one hundred ninety-two (192) hours in a 27-day cycle. Shift employees shall be compensated at a rate of 1-½ times their hourly rate of pay, for each hour worked outside their regularly scheduled shift. Paid time off shall be considered time worked for the purpose of overtime compensation.
2. Day shift employees shall be entitled to overtime compensation at 1-½ times the straight hourly rate for each hour worked outside their regularly scheduled shift. Paid time off shall be considered time worked for the purpose of overtime compensation.
3. The Employee shall complete an overtime slip stating the date, hours and purpose of the overtime request. The Employee shall attach the overtime slip to their time card, which is submitted monthly to the Administrative Manager.

Section B: Call Back.

1. In the event that overtime is required to fill a shift, bargaining unit employees shall be utilized to perform the overtime work. Save for emergencies or inability to find an employee to fill a shift, overtime for this purpose shall be voluntary. The opportunity to work overtime shall be rotated equally among the employees as provided by a call-back system, established between the Employer and the Union. Division Chiefs may be used for shift call back.
2. Callback list shall be established by seniority, with all hours zeroed each January for each classification and maintained in ascending order with the least amount of hours to the most with all ties settled by seniority.

Section C: Out of District Training.

1. Approval of an employee's request to attend an elective school, seminar or conference is at the sole discretion of the Employer. Where the Employer approves an employee's request to attend an elective school, seminar or conference that is job specific the Employer shall reimburse legitimate expenses, which may include mileage, meals, accommodations, tuition, books and overtime.
2. Where the employer approves an employee's request to attend an elective school, seminar or conference that is not job specific, the Employer may reimburse legitimate expenses, which may include mileage, meals, accommodations, tuition and books.
3. Employees shall not suffer loss of wages for missed shifts while attending schools, seminars or conferences, when approved by the employer.
4. Where the Employer has approved elective attendance for more than one employee at a school, seminar or conference, expense reimbursement levels shall be equitable for each employee.

5. Time at non-job specific schools, seminars or conferences that are scheduled outside their required work schedule shall not be considered time worked for the purposes of overtime.
6. If an employee fails to notify the District in advance, and does not attend a class, seminar or conference that has been paid for in advance of the training event, he/she may be subject to discipline as provided in current department policies.

Section D: Compensatory Time.

1. Compensatory time is defined as time off at a rate equal to 1-½ times the number of overtime hours worked.
2. With mutual consent of the Employer, Employees may elect to receive compensatory time off in lieu of cash compensation where overtime is worked, provided that employees may not accrue compensatory time in excess of one hundred Ninety-Six (196) hours.
3. Employees shall note on each overtime slip submitted, their preference for overtime compensation or compensatory time off.
4. Compensatory Time off may be approved by the employees immediate supervisor with less than 72-hours notice. The completed and approved leave form shall be submitted to the Administrative Manager or designee as soon as possible.
5. Accrued compensatory time may be cashed out or converted and carried forward, at the sole discretion of the Employer, when an employee is promoted to a higher classification. If the Employer chooses to cash out the accrued compensatory time, the cash remuneration will be based on the lower wage rate of the two classifications.

ARTICLE 9 – ANNUAL LEAVE

Section A: Annual Leave.

1. Employees shall accrue annual leave as follows.

SHIFT EMPLOYEES:	1 year	120 hours
	2 through 5 years	144 hours
	6 through 10 years	192 hours
	11 through 15 years	216 hours
	16 through 20 years	240 hours
	21 or more years	264 hours
DAY EMPLOYEES:	1 year	48 hours
	2 through 5 years	96 hours
	6 through 10 years	144 hours
	11 through 15 years	168 hours
	16 through 20 years	192 hours
	21 or more years	204 hours

2. A “year of employment” shall mean a year of continuous service to the district. Years of employment shall be adjusted by breaks in service for leaves without pay or due to lay-off.
3. Consistent with Article 9, Section A, subsection 1 above, employees shall accrue on a monthly basis, annual leave hours in equal increments, for each full month of service commencing at the date of hire. Employees shall not be eligible to use their annual leave until first completing one full year of employment. The maximum total accrual of annual leave hours shall not exceed the sum of the present year plus the previous year’s annual leave benefit. Annual Leave hour benefits will not be credited to employees where such credit would exceed this maximum accrual limit.
4. Employees shall submit Annual Leave request by November 01, for scheduling Annual Leave for the Period between January 01, and December 31, of the following year. If approved, the Annual Leave shall be scheduled by December 01. Conflicting requests shall be resolved by seniority.
5. At any other time, Annual Leave request may be granted, at the discretion of the Employer, upon 72-hour notice, and on a first come, first served basis. The Employers approval shall not be unreasonably withheld.
6. Previously scheduled and approved annual leave may not be canceled or changed without mutual agreement by the Employer and employee. If an agreement is reached, the employee may reschedule the leave with 72-hour notice as set forth above.
7. Annual leave requests must be in increments of at least twelve (12) hours and shall not exceed thirty (30) calendar days off at any one time.
8. Employees (or legal beneficiary) shall be compensated, in cash, at the rate of pay in effect at the time of accumulation, for any unused accumulation of annual leave, when they are permanently separated from the fire service (death, retirement, layoff or discharge). The maximum amount of hours of unused annual leave to be paid to the employee upon resignation shall be two hundred-forty (240) hours.

ARTICLE 10 – SICK LEAVE

Section A: Sick Leave Accrual.

1. LEOFF II employees assigned the 50-hour workweek shall, at their date of hire, be credited with seventy-two (72) hours of sick leave. Following the completion of six (6) months continuous service, such employees shall accrue sick leave at the rate of eighteen (18) hours for each full month of service.
2. LEOFF II employees assigned to a 40-hour workweek shall, at their date of hire, be credited with forty-eight (48) hours of sick leave. Following the completion of six (6) months continuous service, such employees shall accrue sick leave at the rate of ten (10) hours for each full month of service.

Section B: Sick Leave Use.

1. Sick leave may be used for any illness of the employee, to attend to a child (including step children or legally adopted) with a health condition requiring treatment or supervision or a spouse, parent, grandparent or parent-in-law with a serious health condition or during a health emergency and for any other purpose provided by law.
2. Employees eligible for workers compensation shall be entitled to sick leave benefits provided herein only as needed to make the employee whole.
3. Employees entitled to use sick leave who have exhausted their sick leave may use accrued vacation leave or compensatory time.

Section C: Sick Leave Pool.

1. Bargaining unit members may donate accrued sick leave to a central union sick leave pool. Bargaining unit members may donate up to 50% of their accrued sick leave, so long as their own accrual amount does fall below 120 hours.
2. Employees may utilize hours accrued in the central union sick leave pool by written request to the Union and Employer. This leave shall only be authorized by mutual agreement between the Employer and Union and be used pursuant to Section B of this Article.
3. The employee requesting use of the central union sick leave pool must meet the following criteria;
 - a. No demonstrated sick leave abuse during the previous twelve (12) months.
 - b. Suffering from a serious illness or injury as certified by the employee's treating physician.
 - c. The employee's illness or injury has exhausted his or her own accrued sick leave.
4. With the discretion of the Union Executive Board and following the guidelines of the Donation of Sick Leave Policy # 16-300-01, accumulated sick leave pool hours may be donated to non-bargaining unit employees of the fire district.

Section D: Sick Leave Requiring Medical Certification.

1. Sick Leave absences that extend for two (2) consecutive shifts will require certification of the employee's condition by a physician upon the employees return to duty at the request of the Fire Chief or his/her designee.

2. Sick Leave for day shift employees that extend for three (3) consecutive days or more will require certification of the employee's condition by a physician upon the employees return to duty at the request of the Fire Chief or his/her designee.
3. Abuse and misuse of sick leave are grounds for disciplinary action up to and including discharge. Notwithstanding anything herein to the contrary, the Employer has the right at any time to require the employee to provide certification from an attending physician or health care provider attesting to the illness or injury.

Section E: Light Duty.

1. Employees on temporary or extended sick leave may return to work on a light duty status. Light duty status shall not prevent an employee from utilizing previously scheduled vacation leave.
2. Employees must request light duty status in writing. Light duty status will be approved at the sole discretion of the Employer and only when appropriate and productive light duty work is available. The Employer will not create a light duty assignment for any employee.
3. Prior to approving any employee for light duty work, the employee shall provide to the employer the District's Return to Work Form identifying any job related restrictions.
4. Employees injured off duty may also request light duty status and, where approved by the Employer, be assigned appropriate and productive alternative work if such work is available.
5. Employees that are normally assigned to 24-hour shifts, and are placed on light duty day status, shall receive pay and benefits at their day shift conversion rate.

Section F: Sick Leave Buy Out.

1. Employees will accrue sick leave throughout the period of their employment by the Employer. Employees who are separated from service shall be paid for unused accrued sick leave up to a maximum of 2000 hours in accordance with the following schedule:
 - 1) 5% of the employee's straight time base hourly pay for the first 200 hours or less accrued sick leave (i.e., 0 hours through 200 hours)
 - 2) 7% for the second 200 hours. (i.e., 201 hours through 400 hours)
 - 3) 9% for the third 200 hours. (i.e., 401 hours through 600 hours)
 - 4) 11% for the fourth 200 hours. (i.e., 601 hours through 800 hours)
 - 5) 13% for the fifth 200 hours. (i.e., 801 hours through 1000 hours)
 - 6) 15% for the sixth 200 hours. (i.e., 1001 hours through 1200 hours)
 - 7) 17% for the seventh 200 hours. (i.e., 1201 hours through 1400 hours)
 - 8) 19% for the eighth 200 hours. (i.e., 1401 hours through 1600 hours)
 - 9) 20% for the ninth 200 hours. (i.e., 1601 hours through 1800 hours)
 - 10) 22% for the tenth 200 hours. (i.e., 1801 hours through 2000 hours)
 - a) 100% straight hourly wage for each accrued hour of sick leave at time of separation due to line of duty death paid to the designated beneficiary
2. All sick leave buy-out will be computed on the basis of the eligible employee's straight-time base hourly rate of pay. No compensation shall be paid for accrued sick leave in excess of 2,000 hours, save for line of duty death. Any such excess sick leave shall be forfeited.

Section G: Sick Leave Conversion.

1. Employees who use 24 hours or less of sick leave per calendar year will be allowed, upon written request by January 31 of the following year, to convert forty-eight (48) hours of sick leave to forty-eight (48) hours of annual leave.

Section H: Industrial Insurance Injuries.

1. If an employee receives temporary total disability pursuant to RCW 51.32.090 from the State of Washington Industrial Insurance Fund, the employee shall receive a disability leave supplement as prescribed by the RCW 41.04.505 ET seq.

Section I: Off Duty Disability Insurance

1. Employees suffering from an injury or illness while “off-duty” and subsequently utilize their Long Term or Short Term disability insurance through Standard Insurance Disability Program. The Fire District will utilize the employee’s accrued but unused sick leave, in order to pay the difference between the Disability benefits and payments received with a maximum of 40% of gross wage.
2. At no time will the employee receive more than 100% of their gross monthly wage between their Disability Insurance payments and utilizing the employee’s accrued but unused sick leave.
3. The employee shall provide to the district a receipt of compensation paid by the Standard Insurance Disability Program, so the District can accurately make adjustments to monthly payroll.
4. Employee’s contribution will be deducted from their accrued sick leave until such sick leave is expended, or up to a maximum of six (6) months from the date of injury, whichever occurs first. With the approval of the Fire Chief, an extension of four additional months may be granted.
5. The employee may use the Standard Insurance Disability program to offset Section H: Industrial Insurance Fund.

ARTICLE 11 – EMERGENCY, BEREAVEMENT & MILITARY LEAVE.
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Section A: Emergency Leave.

1. Should an emergency occur to the employee’s spouse, domestic partners (defined in Washington State SSB 5336), children, parents or siblings, which require the employee’s immediate attention, the employee shall be granted up to one shift/day of leave with pay, provided such leave is approved by the Fire Chief or his/her designee.

Section B: Bereavement Leave.

1. In the event of a death in the immediate family of an employee, the employee shall be granted up to seven (7) calendar days off with pay.
2. Should the emergency or death situation require the employee for a period beyond the affected shift(s), the employee may be granted up to three (3) additional shifts/days of leave without loss of pay with the approval of the Fire Chief or his/her designee. The employee shall be required to compensate the Employer for this additional leave by either turning back vacation or compensatory time, or by working the hours on an hour for hour basis, at a time mutually agreed upon by the employee and Employer.

3. The immediate family shall be defined as spouse, domestic partners (defined in Washington State SSB 5336), and children of the employee, (including stepchild, foster child or legally adopted child), mother, father, brother, or sister, grandmother, grandfather and grandchildren of the employee, and those of the employee's spouse or domestic partners (defined in Washington State SSB 5336),. An employee may be granted leave for an Aunt, Uncle, Niece or Nephew at the discretion of the Fire Chief.

Section C: Military Leave.

1. Any employee who is a member of the Washington National Guard or reserve status in the armed forces of the United States will be granted leave of absence with pay as provided by law. Such leave shall be granted in order that the person may take part in active duty or training in such a manner and at such time as s/he may be ordered to active duty or training, and shall not involve loss of privileges or pay. Probationary period does not include time spent away for the purpose of active duty training or military leave of absence. Request for such leave shall be filed as soon as possible upon receipt of orders and/or at least twenty (20) days prior to the scheduled leave and shall be accompanied (when available) by a copy of the employees active duty or training order.

ARTICLE 12 – JURY DUTY AND WITNESS SERVICE

Section 1. Jury Duty & Witness Service.

1. An employee shall continue to receive normal wages for any period of required services as a juror or as a witness in any judicial proceeding in which the employee is subpoenaed to appear as a result of or related to the performance of official duty with the Employer. All money received for witness fees, or jury duty (exclusive mileage) while on duty for the Employer, shall be surrendered to the Employer. Employees scheduled to work will report for work when less than a scheduled work shift is required by such duties.

ARTICLE 13 – SHIFT TRADES AND FILL-INS

Section A: Shift Trades.

1. Shift trades are permitted in accordance with the terms of this article.
2. The Shift Battalion Chief shall review all shift trades and fill-in requests and while doing so shall give due consideration to equality of position classifications, competency and extent of impact to his/her shift's response capability, when processing request.
 - a. A commissioned officer will be on-duty whenever trades are approved.
3. In some instances, the Chief or his/her designee may have the need to cancel or revoke approved Shift Trades. This shall be on a case-by-case basis and no Shift Trade shall be unreasonably withheld.
4. Shift Trades must be submitted in writing to the Shift Battalion Chief not less than 72-hours in advance of the contemplated trade. The Shift Battalion Chief shall approve or deny the trade in a reasonable amount of time.
5. All shift trade pay-backs must occur within one hundred-twenty (120) days.
6. Employees shall work no more than 72 consecutive hours as a result of a shift trade.
7. Where a shift trade has been authorized and the relief employee does not report for duty, it shall be the responsibility of the relief employee to arrange for his/her replacement, in coordination with the affected

Shift Battalion Chief. If the relief employee fails this obligation, s/he shall be charged one hour of vacation or compensatory leave time for each hour of reduced coverage. Moreover, should the employer find it necessary to callback an off duty employee at an overtime rate for shift coverage, the initial relief employee shall be charged 1.5 hours of vacation or compensatory leave for each hour of overtime coverage required.

8. Members that have been approved for a shift trade may request leave in accordance with the provisions of this contract unless the absence would cause staffing to fall below established minimums.

Section B: Shift Fill-In.

1. Shift Fill-ins may be permitted up to a maximum of 12 hours.
2. Only one Fill-in period is permitted in one 24-hour shift.
3. Employees are not required to ‘Pay Back’ shift Fill-ins.
4. Written request for Fill-ins shall be submitted and approved by the Shift Battalion Chief. The 72-hour rule does not apply in cases of Fill-ins.
5. The completed and approved Fill-in form shall be submitted to the Administrative Manager or designee as soon as possible.

Section C: Shift Trade/Fill-in Requirements.

1. The Shift Battalion Chief may approve or deny Shift Trade/Fill-Ins on his/her own authority.
2. Shift Trades/Fill-ins shall be of like classifications only (Line Officer for line officer, Firefighter for firefighter and firefighter-medic for firefighter-medic).
 - a. Except that employees on an active Lieutenants eligibility list may trade/fill-in for Shift Lieutenants.
 - b. Every effort is first made to trade/fill-in between commissioned officers.
 - c. Probationary firefighters are not eligible for shift trades or fill-ins.
3. Request for Shift Trade/Fill-ins shall not be unreasonably withheld.
4. The completed and approved Shift Trade forms shall be submitted to the Administrative Manager or designee as soon as possible and prior to the trade.
5. The Shift Battalion Chief has the discretion to approve or deny the request and is authorized to waive the 72-hour rule for emergency circumstances.
6. The Employer shall neither accept nor authorize any additional cost(s) related to compensation as the result of shift trades.

ARTICLE 14 – UNIFORM AND PROTECTIVE CLOTHING

Section A: Uniform.

1. Upon the appointment of an employee, the Employer will provide an entire compliment of approved uniform clothing as stipulated in the Department’s Uniform Policy (Station Uniform Work Attire – 16-200-15) in force and effect upon the execution date of this contract.

Section B: Fair Wear and Tear.

1. These uniforms will be replaced on a fair wear and tear basis.
2. The Employer will provide, on a fair wear and tear basis, not more than three (3) tee shirts per unit member, per calendar year.
3. Employees shall be responsible for all normal care and cleaning except that the Employer shall be responsible for cleaning any contaminated uniform clothing articles.

Section C: Class "A" Uniforms.

1. The employer shall provide one Class "A" Uniform for each employee after their first year anniversary date and successful completion of probation.
2. The Employer shall purchase only one (1) Class "A" Uniform per qualified Employee over the course of his/her employment and; that all maintenance, cleaning and insignia modifications subsequent to purchase, shall be the sole responsibility of the employee.

Section D: Protective Clothing.

1. The Employer shall provide protective clothing and equipment as required; provided however, all such issued clothing and equipment shall remain the property of the Employer. The employee shall be responsible for all protective clothing and equipment issued to him/her and shall return all such issued clothing and equipment upon separating from employment. The Employer's cost of any non-returned items will be deducted from the employee's final pay and allowances.

ARTICLE 15 – HOLIDAYS.

Section A: Holidays.

1. For forty hour week employees covered by this agreement, the following holidays are recognized:
 1. New Years Day January 01.
 2. Martin Luther King Day January 17.
 3. President’s Day 3rd Monday in February.
 4. Memorial Day 4th Monday in May.
 5. Independence Day July 04.
 6. Labor Day 1st Monday in September.
 7. Veterans Day November 11.
 8. Thanksgiving Day 4th Thursday in November.
 9. Christmas Day December 25.
 10. Floating Holiday Employee’s choice.
 11. Floating Holiday Employee’s choice.
2. The floating holidays must be used in the same year of accrual or that time shall be forfeited.
3. Employees assigned to day shift shall receive one scheduled day off for each recognized holiday listed. Unless mutually agreed by the employee and Employer, day shift employees shall not be expected to be present on the holidays listed. In the event the holiday falls on a regular scheduled day off, day shift employees shall receive the day off before or immediately following the holiday.
 - a. Day shift employees may request up to 32 hours of holiday pay in 8-hour increments at their straight-time rate of pay, in lieu of holiday leave for holidays worked.
 - b. Such pay request will be honored only once each year. Request must be in writing and submitted to the Employer not later than November 1st for the following year, and identify the particular holidays the employee will work during the year.
 - c. Such request will be paid in January following the request.
4. 24-hour shift employees shall receive 96 hours as additional leave in lieu of holidays worked. Holiday time off must be scheduled in accordance with the provisions of Article 9 – Annual Leave, except that; employees on their first-year of employment may not schedule such time off.
5. Shift employees shall be credited with leave in lieu of holidays on January 1 for holidays in the prospective 12 months. Employees who were not employed for the entire previous 12-month period shall receive a pro-rated credit based upon the number of holidays, which occurred during his/her assignment to shift
6. Probationary employees shall receive straight-time rate of pay for holiday hours earned each month.
7. 24-hour shift employees may request up to 96 hours of holiday pay in 24-hour increments at their straight-time rate of pay, in lieu of leave for holidays worked. Pay request will be honored only once each year. Request must be in writing and submitted to the Administrative Manager no later than November 1st for the following year. Such request will be paid in January following the request.
8. If an employee is on annual or holiday leave and becomes ill or injured to the extent that sick leave is required, the employee shall immediately notify the Employer of a change in leave status. Moreover, the employee must acquire a Physician's certification of the illness or injury to validate the number of sick days required to return to duty.

9. If an employee receives holiday pay and subsequently terminates his/her employment with the Employer, the employee shall reimburse the Employer for any holiday pay received, but not yet worked.

ARTICLE 16 – SENIORITY LIST

Section A: Seniority List.

1. The Employer shall maintain a current listing of the seniority of all employees covered under this Agreement. Seniority ranking shall be in accordance with the employee's most recent date of hire as a full-time regular employee. Where two or more employees are hired on the same date, seniority shall be in accordance with employee's overall test score in the entrance examination.
2. Employees shall lose all seniority in the event of resignation or termination. Employees on leave of absence for more than one (1) month shall not accumulate seniority during such absence. 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 17 – VACANCIES AND PROMOTIONS

Section A: Vacancies.

1. Permanent vacancies of commissioned officer classifications for a period of more than thirty (30) days shall be filled by appointment from an existing promotional list. Where no promotional list exists the Employer will make a temporary appointment extending beyond the thirty (30) day period until such time that an employee or employees become eligible for the position.
2. Temporary appointments caused by permanent vacancies extending beyond one hundred eighty (180) days shall become permanent unless mutually agreed between the Employer and the Union.

Section B: Promotional Testing.

1. The following procedure shall govern promotions to all commissioned officer positions of the bargaining unit:
2. The promotion examination process shall be impartially administered and shall relate to those matters, which fairly evaluate a candidate's ability and competency to execute the duties of the position being filled.
3. Announcements for promotional examinations shall be posted in each Fire Station housing full-time employees, thirty (30) days prior to the closing date for application. Applications received after the closing date will not be considered. Qualifications and requirements as determined by the Employer shall be objective and shall reasonably reflect the needs of the position.

Section C: Eligibility.

1. Eligibility for promotions and appointment to the position of Lieutenant shall be contingent upon three- (3) year's full-time employment in the Fire District. If necessary to test applicants from outside the District, the applicants shall have five- (5) year's full time experience as a firefighter in the fire service.
2. Eligibility for promotions and appointment to the position of Shift Battalion Chief shall be contingent upon two- (2) years' full-time employment as a Lieutenant for the Fire District. If necessary to test

applicants from outside the District, the applicants shall have three (3) years full time experience as a lieutenant or higher rank in the fire service.

3. Eligibility for promotions and appointment to the position of Division Chief shall be contingent upon two- (2) years' full-time employment as a Shift Captain/Battalion Chief for the Fire District. If necessary to test applicants from outside the District, the applicants shall have three (3) years full time experience as a Captain or higher rank in the fire service.
4. All vacancies and promotions shall be open only to department employees.
 - a. In the event less than two (2) qualified applications are received from within the District, announcement for applications outside the District may occur.
 - b. Qualified applications shall then be combined for the purpose of assuring a competitive selection process.
 - c. If less than one (1) candidate passes the examination, announcement for applications from inside and outside the district may occur, in which case, all applicants will be required to take the new test.

Section D: Selection and Ranking.

1. The Fire Chief may select one candidate for promotion/appointment based on the rule-of- three, -two or -one, at his/her choice, from the top of the list of qualified candidate's determined through the examination process. Following the promotion, all remaining candidates will remain on the eligibility list in ranked order and said list will remain active for eighteen (18) months from the date of certification. The list may be extended an additional six-(6) months by mutual agreement with the Employer and the Union. Should the number of candidates on the promotional list fall below one (1), the Employer shall establish a new list when an additional vacancy or promotional opportunity becomes available.
2. All applicants completing an examination process shall be notified of their final overall score and their relative standing at the conclusion of the examination process.
3. Acceptance of promotion/appointment by a qualified candidate shall subject that individual to a one-year period of probation. If a member of the bargaining unit is promoted and s/he cannot satisfy performance expectations of the position in the first year, the employee is permitted to return to their previously held position in the District without loss of seniority, except that, if the employee is terminated for cause during probation, the employee shall not have reduction-in-rank or reinstatement rights under this provision. Cause, for purposes of this provision, shall mean any act, omission or offense for which any member of the bargaining unit could be terminated in accord with Article 19.
4. Where an outside candidate is promoted, their probation period shall be one full year and; they are not entitled to reduction-in-rank or reinstatement rights nor, are they entitled to any discharge protection under the terms of this agreement. Employees in their first year of employment are considered at-will employees and may be terminated at the discretion of the Employer.

ARTICLE 18 – MEDICAL AND DENTAL INSURANCE

Section A: Medical & Dental Insurance.

1. Effective January 01, 2011 – December 31, 2013, the Employer will pay 100% of the full monthly premium for the employee, spouse and eligible dependants for the Peninsula Fire Pool PPO 2 plan and the Washington State Dental “Delta Premier” Plan with orthodontia for employees.
 - a. in order to off set employee costs associated with the change from PPO 1 to PPO 2 the parties agree to establish a health reimbursement account for each member in the amount of \$600 annually (\$50 per month).
2. The Employer will maintain coverage under the Peninsula Fire Pool “Premera” PPO 2 Medical Plan group #1038921 and Washington State Dental “Delta Premier” plan group #00497-13060-WCIF-PC Fire District 16.
3. Any changes to the benefits covered by this agreement from the execution date of this contract shall be subject to bargaining.

Section B: Medical & Dental Benefits Committee.

1. The District and Union shall develop and maintain a “Benefits Committee” consisting of:
 - a. Union President.
 - b. Fire Chief.
 - c. One (1) Administrative member.
 - d. One (1) Fire Commissioner.
2. The committee shall remain active unless mutually agreed upon by the Union and District.
 - a. In the event the committee is suspended and the need arises to address medical and dental issues, the committee shall be reinstated in accordance with this section.
3. The committee shall meet not less than once (1) every sixty-days (60). However, they may meet as frequently as necessary, as determined by the Fire Chief and Union President, to accomplish the goals and objectives of the committee.
4. The Committee will research alternative medical and dental providers and plans that meet the interests of the parties.

ARTICLE 19 – DISCIPLINE AND DISCHARGE

Section A: Discipline and Discharge.

1. Except as provided in Article 6, Section A, Subsection 7 above, no employee shall be disciplined or discharged without just cause.
2. The Employer and the Union agree that the primary emphasis on discipline is to correct and rehabilitate, not punish or penalize, provided the efficiency and effectiveness of the Employer is not jeopardized in any manner.
3. The Employer and the Union agree that a progressive approach to resolving an employee's inappropriate behavior will be utilized as set forth in the disciplinary procedure mutually agreed by the parties and

published by the Employer.

4. Employees disputing any disciplinary or discharge action shall seek resolution using the procedures outlined in Article 20 Grievance Procedure.

ARTICLE 20 – GRIEVANCE PROCEDURE

Section A: Definition of a Grievance.

1. Definition: A grievance is any dispute between the Employer and an employee or the Union which may arise because of interpretation, application or alleged violation of any specific terms or provisions of this Agreement. Whenever possible, grievances should be settled on an informal basis with the employee's immediate supervisor. "Working days" are defined as Monday through Friday excluding Holidays.

Section B: Grievance Procedure.

1. When an employee believes he/she may have a grievance, the employee should attempt to resolve the grievance informally with their immediate supervisor. For the purpose of this section, "informally" means any meeting or discussion (whether direct, telephone or electronic means of communication), where both parties discuss in good faith resolution to the grievance. Both parties must have the understanding that this discussion is the informal phase.
 - a. Matters unresolved at the informal level, shall be referred to the union for further action.
2. If the grievance cannot be settled informally, the grievant shall, within fifteen (15) working days from the act giving rise to the complaint, submit the grievance in writing to the Fire Chief. The written grievance shall include the following information:
 - a. the article(s) of the Agreement allegedly violated;
 - b. the facts of the matter; and
 - c. the remedy sought.
3. Within fifteen (15) working days from receipt of the written grievance, the Chief shall review the matter and issue a written decision.
4. If the grievance is not resolved by the Fire Chief's decision, the grievant may, within fifteen (15) working days, submit the grievance to the Board of Fire Commissioners for consideration. The Board of Fire Commissioners shall review the matter upon receipt of the grievance and shall issue a written decision within twenty (20) working days.

Section C: Grievance Procedure; Mediation and Arbitration.

1. If the grievance is not resolved by the Board of Fire Commissioners decision, the parties may, if they mutually agree, submit the grievance to mediation by the Public employment Relations Commission (PERC). Such decision must be made within ten (10) working days of the Commissioners written decision.
2. If the grievance is not resolved in mediation, the Union may notify the Employer in writing of its decision to submit the grievance to arbitration. Such notice must be given within twenty (20) working days of the Commissioners decision. The parties shall jointly request a list of seven arbiters from the American Arbitration Association or from any other mutually acceptable source from which a neutral arbiter shall be selected using the traditional striking method. Nothing herein shall prevent the parties from mutually agreeing to another method of arbiter selection.
3. The arbiter thus chosen shall hear both sides of the issue in closed hearing and shall issue a decision which shall be final and binding on both parties. The arbiter shall be limited to determining whether there has been violation, misinterpretation or improper application of the terms and conditions of this Agreement and the appropriate remedy.
4. The arbiter shall have no power to render a decision that will add to, subtract from, alter, change or modify the terms of this Agreement.
5. In the event the arbiter finds s/he has no authority or power to rule in the case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
6. Expenses and compensation for the arbiter's service and the proceedings shall be shared equally between the parties; provided however, each party shall be completely responsible for all costs of preparing and presenting its own case. If either party desires a record of the proceedings, it shall solely bear the cost of such record.

Section D: Additional Rules of Grievance Procedures.

1. It is the intent of the parties that all time limits shall be complied with; provided however, time limits may be extended by mutual written consent of the parties.
2. If no response is received from the Employer by the end of the time limit for its consideration of the grievance, the grievant may advance the grievance to the next step.
3. If the grievant does not meet the time limits prescribed for its action, the grievance shall be considered withdrawn.

ARTICLE 21 – EDUCATIONAL INCENTIVE

Section A: Educational Incentive.

1. Upon Employee requesting and providing substantiating documents, Employees shall receive a premium pay at the rate of one percent (1%) above their base pay for an Associates degree, two percent (2%) for a Bachelors degree, and three percent (3%) for a Master's degree from an Accredited Educational Institution. Premium pay will be added into the base rate for the purposes of calculating hourly rate and overtime rate.

Section B: Tuition Reimbursement

1. In order to encourage each member to pursue higher education during their employment; the district will reimburse receipts for tuition expenses incurred by the member after January 1, 2011. Members will be eligible for reimbursement upon completion of the following degrees:

- a. Associates: \$3,600
- b. Bachelors: \$5,000 (less amounts previously reimbursed)
- c. Master's: \$7,000 (less amounts previously reimbursed)

All reimbursements will be paid in equal monthly payments spread over the subsequent 36 months. Any reimbursement balance existing at the time of separation will be forfeit and reimbursement payments will cease.

ARTICLE 22 – PERFORMANCE OF DUTY

Section A: Performance of Duty.

1. The parties agree that the public interest requires the efficient and uninterrupted performance of all District services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the life of this Agreement, the Union shall not cause or condone any work stoppage, strike, or slowdown of District functions by employees under this Agreement.

ARTICLE 23 – PERSONNEL REDUCTION

Section A: Personnel Reduction.

1. In case of personnel reduction, the employee with the least seniority shall be laid off first. No new employee shall be hired until the laid off employee has been given the opportunity to return to work. Laid off employees shall remain on a recall list for two (2) years.
2. The Department will establish and maintain one RIF list. Seniority shall be based on continuous service as an employee of the Employer. In case of personnel reduction, the Chief shall lay off in order of seniority (last hired, first laid off), Riffing the least senior employee from the list. Provided, however, and notwithstanding anything herein above to the contrary, the Employer shall be allowed to maintain a minimum of three (3) qualified Firefighter/Paramedics in order to fulfill it's obligation to provide advanced life support (ALS) services to residents of the District.
 - a. Re-hire
 - i. Hired back based on seniority
 - ii. List established for 2 years
 - iii. The list may be extended not to exceed and additional two years by mutual agreement by the employer and the union.
 - b. Job Description
 - i. Establishes the job qualifications and certifications that an employee (whether laid off or not) must maintain.
 - c. Return to Work
 - i. Modifications to a job description or position (i.e. PM hired back as EMT/FF or new specific job requirements) will be given 90 days.
 - ii. A laid off employee will be required to demonstrate the current job description qualifications and certification.
 - d. Notifications
 - i. Employee shall maintain a current address with purpose of recall notification.
 - ii. Two registered mail attempts to the last known address to the recall member.
 - iii. Thirty days to respond from the date of original recall notification.

- e. Promotions
 - i. Any employee demoted as a result of reduction in forces shall be returned to their previous classification regardless of any promotional lists. (last demoted, first promoted)

- f. Benefits
 - i. Sick Leave accrued consistent with new hires
 - ii. Annual Leave pick up accrual rate where you left off
 - iii. Holiday Leave accrued consistent with CCL
 - iv. Longevity pick up where you left off
 - v. Seniority Pick up where you left off

ARTICLE 24 – LABOR-MANAGEMENT RELATIONS COMMITTEE
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Section A: Labor Management Committee.

1. The Union and the Employer agree to establish and maintain a joint Labor-Management Committee, consisting of two Union representatives appointed by the Union (one of whom shall be designated as the nominal Union "spokesperson") and two management representatives appointed by the Employer (one of whom shall be designated as the nominal management "spokesperson"). The purpose of this committee will be to provide a forum to discuss matters of interest to either party. However, the committee is not to be used as a substitute for the existing grievance procedure, nor as a substitute for formal contract negotiations. The committee will not discuss any concerns which the members feel have not been taken through the established channels of authority, but will instead refer such matters first to the proper supervisor.

ARTICLE 25 – SUCCESSORS CLAUSE

Section A. Successors Clause.

1. In the event of consolidation, merger, annexation, transfer or assignment of the District with or to any other political subdivision of the state, the parties shall comply with any then applicable legislation, including, but not limited to, any obligations of the parties to bargain collectively with regard to the impact of such consolidation, merger, annexation, transfer or assignment upon wages, hours or working conditions of the effected employees.

ARTICLE 26 – SAVING CLAUSE

Section A: Savings Clause.

1. If any article of this Agreement, or any addendum's hereto, is found to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal, the remainder of this Agreement and addendum's shall not be affected thereby. The parties shall thereafter, within a reasonable period of time, enter into collective bargaining for the purpose of arriving at a mutually satisfactory replacement of such article.

ARTICLE 27 – DEFERRED COMPENSATION

Section A: Deferred Compensation.

1. Employees have the option to voluntarily participate in the ING 457, Deferred Compensation Plan. Maximum contribution rates shall be determined by any applicable laws governing such plans.
2. Beginning January 1, 2011 the Employer will match 100% of the employee contribution to the ING 457, Deferred Compensation Plan to a maximum of two and one half percent (2.5%) of the First Class Firefighter wage rate per employee per month.
3. Beginning January 1, 2012 the employer will match 100% of the employee contribution to the ING 457, Deferred Compensation Plan to a maximum of three percent (3%) of the First Class Firefighter wage rate per employee per month.
4. Beginning January 1, 2013 the employer will match 100% of the employee contribution to the ING 457, Deferred Compensation Plan to a maximum of three and one half percent (3.5%) of the First Class Firefighter wage rate per employee per month.

ARTICLE 28 – EMBODIMENT

Section A: Embodiment.

1. This Agreement expressed herein writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.

ARTICLE 29 – MEDICAL EXPENSE REIMBURSEMENT PLAN (MERP)

Section A: General Contributions

1. The employer shall make monthly deductions on a pre-tax basis from the base salary of each employee for the WSCFF Employee Benefit Trust at the rate of \$100.00 per month.
2. This trust remains separate and apart from any district retiree health insurance funding program.
3. The employer shall be obligated for payment of the contribution amount to the WSCFF Employee Benefit Trust by the tenth (10) of every month for that month's contribution.
4. The employer will cooperate with the trust in allowing a payroll audit to ascertain if the proper amount of contributions has been made.
5. Due to the payroll process, the deductions will begin one month prior to the effective starting date of the MERP.

Section B: Sick Leave Buyout

1. Upon retirement, the employee shall request to make pre-tax contributions into the WSCFF Employee Benefit Trust in the amount equal to 100% of the employee's sick leave buyout per Article 10, section F.

2. The trust fund is established in accordance with applicable federal and state laws.

ARTICLE 30 – FITNESS FOR DUTY

Section A: Fitness for Duty Policy

1. The Employer and Union agree to maintain the Fitness for Duty policy (16-400-11P) in force and effect on the execution date of this contract.
2. The District shall provide the First Choice Employee Assistance Program.
3. The parties agree to maintain a mandatory, non-punitive physical fitness program.
 - a. It will be mandatory that each shift employee participates in non-competitive physical fitness activity for a one (1) hour period during each 24-hour shift.
 - b. In addition, each day-shift employee shall participate in non-competitive physical fitness activity for a one (1) hour period twice per workweek.
 - c. A progressive system of discipline may be employed for failure to participate in physical activity. The District is barred from instituting discipline upon employees that do not attain physical fitness goals as may be established for them by medical physicians and/or physical fitness professionals.
 - d. The Employer and Union shall maintain a standard operating guideline to communicate the expectations and boundaries of physical fitness activities by employees.

ARTICLE 31 – TEMPORARY EMPLOYEES

Section A: Temporary Employees.

1. Temporary Firefighter EMT-B employees may be utilized to fill full time 24-hour shift employee vacancies.
 - a. Consideration shall be given for extended sick leave vacancies (greater than 30 calendar days) and permanent vacancies.
 - b. Shall not be seasonal employees.
 - c. Temporary appointments shall not exceed one hundred-eighty (180) days.
 - d. In the event the vacancy still exists after the first one hundred-eighty (180) days, the temporary vacancy may continue to be filled as determined on a case-by-case basis and mutually agreed upon by LMC.

2. Temporary employees with PCFD 16 experience shall be selected by the Fire Chief or his/her designee from the active entry-level eligibility list.

3. Temporary Employee Wages & Benefits:
 - a. Temporary employees are performing exclusive bargaining unit work and shall pay union dues (as a condition of employment) for each full month of service and shall be provided:
 - i. Compensation at the probationary wage.
 - ii. Medical and dental benefits for employee and dependants in accordance with this contract.
 - iii. Prorated 18-hours of sick leave for each full month of service and qualify for “buy back” benefits at termination.
 - b. Shall not be eligible for:
 - i. Call-back.
 - ii. Seniority.
 - iii. Annual Leave.
 - iv. Holiday Leave.
 - v. Educational incentive.
 - vi. Shift Trades or Fill-ins.
 - vii. Deferred compensation or MERP.

4. The employer has the exclusive right to terminate the temporary employee at anytime.

5. If the Employer offers the Temporary Employee a change to Full Time employment during any portion of his/her temporary employment, the months served as a temporary employee shall not be counted towards his/her 12-month probation period or any contract provision (seniority, longevity, etc.).

ARTICLE 32 – WILD LAND DEPLOYMENT

Section A: General guidelines.

1. Employees covered under this agreement may be deployed to either Department of Natural Resources (DNR) project fires or State Mobilization project fires under the following guidelines:
 - a. Employees remain full-time employees of Pierce County Fire District 16
 - b. Receive all wages and benefits provided under this agreement.
 - c. Shall not be considered as a sub-contract employee of DNR or the State of Washington nor shall they be considered “moonlighting” (whether actual or implied).

2. During DNR or State Mobilization the employee shall:
 - a. Be paid their hourly wage from the time the employee is summoned to work until the employee reaches the final destination.
 - b. Receive his/her regular hourly wage for each hour of a regularly scheduled shift day while deployed.
 - c. Receive time and one-half of his/her hourly wages for all actual hours worked outside their regularly scheduled shifts.
 - d. Appropriate hourly wage rate (regular or OT) from the time the employee departs the worksite and arrives at the station. Cleaning and re-servicing work is included.
 - e. If deployed for more than ninety-six (96) hours, the employee shall have not less than twenty-four (24) hours off-duty before returning to work. This time shall be charged to any of the employees leave banks.

Section B: Compensable Time:

1. Includes travel to and from the incident, related waiting time, and/or other travel necessary for the performance of work (e.g., fire camp to fire line), and actual hours worked including standby/staging.

Section C: Non-compensable Time:

1. Includes sleeping time, “off regular scheduled shift” time and unassigned time.

ARTICLE 33 – TERM OF CONTRACT

Section A: Term of Contract.

1. This agreement shall be effective as of January 01, 2011, and shall remain in full force and effect through December 31, 2013, provided, however, this agreement shall be subject to change or modification as may be mutually agreed upon by both parties hereto.

IN WITNESS HEREOF, THE PARTIES HAVE SET THEIR HANDS THIS ____ DAY OF _____, 2011.

For the District:

For the Union:

Ruth Bramhall, Chairman of the Board

Robert Bosch, President

Sheila Hunt, Fire Commissioner

Greg Glassie, Vice President

Claudia Jones, Fire Commissioner

Robert Fisher, Secretary

Allen Yanity, Fire Commissioner

Jason Learned, Treasurer

Vacant Position, Fire Commissioner

Chuck West, Bargaining Unit Member

Tom Lique, Fire Chief