



Office and Professional Employees International Union
2800 First Avenue, Room 304 · Seattle, WA 98121 · (206) 441-8880 · 1-800-600-2433

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

PIERCE COUNTY FIRE PROTECTION DISTRICT #6

AND

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

FOR THE PERIOD OF

JANUARY 1, 2017 THROUGH DECEMBER 31, 2019

AGREEMENT
BY AND BETWEEN
PIERCE COUNTY FIRE PROTECTION DISTRICT #6
AND
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION
LOCAL NO. 8

January 1, 2017 through December 31, 2019

PREAMBLE

This Agreement is entered into by and between PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 6, hereinafter referred to as the "District", and LOCAL NO. 8, Office and Professional Employees International Union, hereinafter referred to as the "Union."

The purpose of this Agreement is to achieve and maintain harmonious relations between the District and Union employees, to provide equitable and peaceful adjustments of differences which may arise, and to establish proper standards of wages, hours and other conditions of employment.

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

ARTICLE 1 – RECOGNITION

1.1 The District recognizes the Union as the exclusive bargaining representative of all regular administrative support employees of the District, excluding the positions of supervisors, exempt employees, Information Services, Purchasing/Warehouse staff, building maintenance and runner personnel, and other represented employees.

1.1.1 Regular: Regular employees are those employees who are regularly scheduled to work forty (40) hours per week.

1.1.2 Permanent Part Time: Permanent part-time employees are those employees who are scheduled to work less than forty (40) hours per week, and shall be entitled to holidays, vacation, sick leave, physical fitness hours and bereavement leave on a pro-rata basis.

1.1.3 Temporary: Temporary employees are hired for a limited period not to exceed six (6) months for peak workload conditions, maternity leave, leave of absence or new job creation. Qualified part-time employees may be offered added hours prior to hiring such temporary employees.

Fire Chief: _____

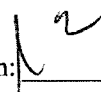
Union: _____

Temporary employees are not eligible for any benefits provided under this Agreement except Article 8, Wages. Temporary employees shall be subject to a work permit from the Union Office. Temporary assignments may be extended beyond the six (6) months by mutual agreement between the District and the Union. The employer has the right to fill temporary vacancies through employment agencies as needed, utilizing the agency's established pay scales.

- 1.1.4 Interns/Work Study Students: Interns and Work Study students are high school or college students hired to assist in entry level clerical functions. The employer will notify the Union of interns or work study students. It is not the intent of the Employer to utilize interns or work study students to displace bargaining unit members through layoff or hours reduction. Interns/work study students are not eligible for any benefits.

ARTICLE 2 – PAYROLL DEDUCTION

- 2.1 The District agrees to deduct once each month, dues and assessments from the pay of those employees who have so authorized it. The District shall remit the total amount of the deduction to the Secretary/Treasurer of the Union. This authorization shall remain in force during the term of the Agreement. The Union agrees to hold the District harmless against any and all claims, suits, orders or judgments brought or issued against the District for complying with the provisions of this Article.
- 2.2 The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution authorization form. The amount will be deducted once each month and will be transmitted to the Union office. The Union agrees that neither employees nor the Union representatives will solicit for political action fund deductions in work areas or on work time.
- 2.3 Hardship Fund Deduction. The Employer shall deduct the specific sum from the pay of any member of the bargaining unit who voluntarily executes an OPEIU Local 8 Hardship Fund Check-Off Authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The authorization form will remain in effect until revoked in writing by the employee. The amount deducted and a roster of all employees using payroll deduction for voluntary Hardship Fund contributions will be promptly transmitted to the Union by separate check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for payment of voluntary contributions to the Union's Hardship Fund hereby undertake to indemnify and hold the Employer harmless



from all claims, demands, suits or other forms of liability that may arise against the Employer for or on behalf of any deduction made from wages of such employee.

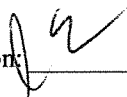
ARTICLE 3 – UNION SECURITY/UNION DISCRIMINATION

- 3.1 An employee within the bargaining unit shall, within thirty (30) days from date of hire, join the Union or contribute the equivalent of the initiation fees, dues and assessments and first month's dues to the Union, or to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining unit. Any employee who does not join the Union shall, by the end of each month, contribute the regular monthly dues and any assessments to the Union or a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining unit. This shall be in accordance with Section 11, Chapter 108, Laws of 1967 Ex. Sess., and RCW 41.56.122 as amended 1973 Ex. Sess. Employees who fail to comply shall be discharged.
- 3.2 Non-Compliance – The Union agrees that the Employer shall not terminate any employee under any provision of this Article until notification is provided by the Union to the Employer that an employee has failed to pay the required initiation fee, dues, service charge, and charity or otherwise comply with the provisions of this Article. Upon receiving notice of failure to comply with the provisions of this Article, the Employer and the Union shall immediately meet to review the case and decide on action to be taken to secure compliance, or in the event of intentional non-compliance, determine the termination date of the employee who willfully refuses to comply. Unless due to the Employer's negligence, the Union agrees to hold the Employer harmless from claims, causes or complaints arising out of the termination of employment of any employee to the provisions hereto.
- 3.3 The District agrees not to unlawfully discriminate against any employee for or because of membership in the Union. Such non-discrimination policy also applies to any activities conducted by a member of the Union on behalf of said Union.
- 3.4 All references to employees in this contract designates both sexes, and wherever the female gender is used, it shall be construed to include male and female employees.

ARTICLE 4 – UNION BUSINESS

- 4.1 Shop Steward. The Union shall have the right to designate one shop steward and one alternate shop steward. The Union shall notify the Employer of the name of the Shop Steward, and alternate Shop Steward. The Shop Steward or

Fire Chief:  _____


Union:  _____

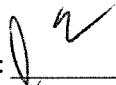
alternate shall be allowed to perform the following union business without loss of pay:

- 4.1.1 Meetings held for the purpose of contract negotiations, which are held during the employee's normal working hours.
 - 4.1.2 Processing of grievances up to Step 4.
 - 4.1.3 The Shop Steward or alternate will be allowed a reasonable amount of time during working hours to investigate grievances or other such Union business, except that such activity shall not take precedence over normal job duties.
- 4.2 Bulletin Board. The District shall provide reasonable space for the use of a Union bulletin board in an accessible and convenient location in each applicable fire station. Such bulletin boards shall be for the posting of official union business.
- 4.3 Business representatives of the Union shall be granted permission to visit work locations of the employees covered by this Agreement at any reasonable time or location for the purpose of administering this Agreement or investigating possible grievances. Such visitations shall not interfere with the normal operation of the District. Organizing, campaigning or solicitation shall not be conducted during work hours and/or at work locations.
- 4.4 Monthly and/or special meetings may be held in fire district facilities when available. Notification to hold meetings in the fire station must be made to the Fire Chief or his designee in advance of the meeting. Meetings shall be held after normal business hours, and shall be limited to twelve (12) per year.
- 4.5 A designated bargaining unit representative shall be allowed to participate in various committees of the Fire District that affect the bargaining unit.

ARTICLE 5 – LABOR MANAGEMENT COMMITTEE

- 5.1 In order to address issues of mutual concern between the Employer and Union, a committee shall be formed consisting of up to three (3) representatives of the union and up to three (3) representatives of management. The committee shall meet at least semi-annually or more frequently if mutually agreed for the purpose of seeking resolution on issues of common concern. The employee member shall receive no loss of pay or overtime for participation in such meetings. Meetings shall be no longer than one hour unless extended by mutual agreement of the Employer and Union.

Fire Chief:  _____

Union:  _____

ARTICLE 6 – EMPLOYMENT PRACTICES

- 6.1 No employee will be disciplined or discharged without just cause. Employees will be notified of their right to Union representation for any investigation that may lead to disciplinary action. Employees will be provided a copy of any discipline placed in their personnel file.
- 6.2 The employer agrees to notify the Bargaining Unit of regular job openings occurring in all job classifications covered by this Agreement.
- 6.3 New Classifications. The employer shall notify the Union of any future job classifications appropriate to the bargaining unit. Prior to implementation of the new classifications, the parties will meet and bargain the rate of pay and job duties of the new position.
- 6.4 Job Posting Procedure. A notice of each regular job opening shall be posted via email to all bargaining unit employees with a copy to the Union for seven (7) working days in-house prior to posting for external candidates.
- 6.5 Personnel files. Employees may review their personnel file upon request.
- 6.6 Job Descriptions. The employer will provide job descriptions for members of the bargaining unit to the Union or the employee upon request.
- 6.7 Newly hired employees shall serve a probationary period of one (1) year. During such time, the District may discharge such employee without recourse to the grievance procedure.

ARTICLE 7 – MANAGEMENT RIGHTS

- 7.1 Any and all rights concerned with the management and operations of the District are exclusively that of the District unless otherwise provided by the terms of this Agreement.
- 7.2 The District has the authority to adopt rules and regulations, including but not limited to dress, appearance and work performance for the operation of the District and the conduct of its employees; provided such rules are not in conflict with this Agreement or with applicable law.
- 7.3 The District has the right to discipline, temporarily lay off, or discharge employees for just cause; to assign work and determine duties and performance standards of employees; to determine, establish and/or revise the number of personnel to be assigned to duty at any time; and to perform all other functions not otherwise expressly limited to this Agreement. The District agrees that

departmental rules and regulations, which affect working conditions and performance shall be subject to the Grievance Procedures.

- 7.4 All rights and privileges held by the District at the time, which are not included in this Agreement, shall remain in force unaffected in any manner.
- 7.5 If sub-contracting by the Employer results in a reduction of hours or lay-offs of bargaining unit members, the employer will negotiate the decision. The Union reserves the right to bargain the impacts of any sub-contracting of work.

ARTICLE 8 – HOURS OF WORK

8.1 Normal working hours for regular personnel shall be forty (40) hours per week, Monday through Friday, from 8:00 a.m. to 5:00 p.m. Employees will be entitled to an unpaid meal period, of at least thirty (30) minutes and up to one (1) hour, and two fifteen minute paid breaks on a daily basis except as defined in Article 1.

8.1.1 Employees working under this section may work a flexible schedule, upon agreement with the District.


8.1.2 When mutually agreeable to the District, the Union and the employees, hour of work during a work week may be flexed for overtime-eligible employees, if the flex schedule meets the requirements of federal and state laws, and does not result in overtime.

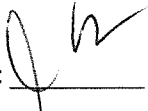
An employee may request to flex work hours during a work week and the District agrees to give reasonable consideration to the employee requests for flex-time, given employee interests and business needs.

8.1.3 The parties agree that work schedules of work shifts of different number of hours may be established for overtime eligible employees upon requests of the employee, and if the alternative work schedule meets the requirements of federal and state laws, and do not result in overtime.

An employee may request to an alternative schedule and the District agrees to give reasonable consideration to the employee requests for an alternative schedule, given employee interests and business needs.

8.2 Overtime, for the purposes of this Agreement, is defined as any employee time spent on a District directed assignment that is beyond the employees' forty (40) hour work week. Overtime shall be earned at the rate of time and one half (1-1/2) for each hour or any part thereof worked.

Fire Chief: 

Union: 

- 8.3 Employees who work overtime may elect compensatory time, instead of pay, at the applicable overtime rate. Such compensatory time may accumulate up to a maximum of forty-eight (48) hours. If compensatory time is elected, employees may elect to cash out compensatory time on a monthly basis. For the monthly cash out, employees must notify Payroll by the published monthly deadline. Any unused compensatory time will be cashed out annually by December 31.
- 8.4 Employees shall receive a minimum of two (2) hours compensatory time or overtime for required work on evenings, weekends, or holidays. The District reserves the right to hold personnel on duty for the full two (2) hours. Work day extensions will not qualify for the two (2) hour minimum.

ARTICLE 9 – WAGES

- 9.1 Effective January 1, 2017, the employees in the following classifications shall receive the following market adjustment:

- Support Specialist Classification – 3% salary increase
- Executive Assistant Classification – 5% salary increase
- Senior Accountant Classification – 3% salary increase

- 9.2 Effective January 1, 2018, the employees in the following classifications shall receive the following market adjustment:

- Support Specialist Classification – 2% salary increase
- Executive Assistant Classification – 4% salary increase
- Senior Accountant Classification – 3% salary increase


- 9.3 Effective January 1, 2017, wages for all employees shall be increased by 2%.

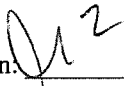
- 9.4 Effective January 1, 2018, wages for all employees shall be increased by 2.5%

- 9.5 Effective January 1, 2019, wages for all employees shall be increased by 2%.

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

Completion of 5 years	2% of current salary
Completion of 10 years	4% of current salary
Completion of 15 years	6% of current salary
Completion of 20 years	8% of current salary
Completion of 25 years	10% of current salary
Completion of 30 years	12% of current salary

Fire Chief: 

Union: 

9.7 Past Credit Experience. New employees hired with comparable past credit work experience will be given fifty percent (50%) credit for time worked up to five (5) years. The District will be the judge of comparable work experience.

ARTICLE 10 – DEFERRED COMPENSATION

10.1 It is agreed that in accordance with Chapter 41.04, RCW, for the purpose of federal income tax reporting only, the gross income of all personnel shall be reduced by the amount of the contribution paid into the PERS retirement system and deferred compensation plan paid by the employee.

10.2 The VOYA Deferred Compensation Plan, and/or ICMA Deferred Compensation Plan or other similar mutually agreed upon plan, if the VOYA or ICMA Plans are no longer available, shall be made available to employees of the bargaining unit, with the option to participate. Employees shall be governed by the requirements of the plan.

10.3 The District shall contribute One Hundred Fifty Dollars (\$150.00) per month, per employee, to the deferred compensation plan with no employee matching required, for the term of this agreement.


Effective January 1, 2017, the District shall contribute \$25.00 per month, per employee, on a matching basis, to the deferred compensation plan, for a total of \$175.00 per month District contribution per employee.


Effective January 1, 2018, the District shall contribute \$50.00 per month, per employee, on a matching basis, to the deferred compensation plan, for a total of \$200.00 per month District contribution per employee.

Effective January 1, 2019, the District shall contribute \$75.00 per month, per employee, on a matching basis, to the deferred compensation plan, for a total of \$225.00 per month District contribution per employee.

ARTICLE 11 – PAY OUT OF CLASSIFICATION PAY

11.1 Out of class pay will be paid when an employee is fulfilling the duties for an employee of a higher classification within the bargaining unit. Out of class pay will be paid when an employee works in the higher position for eight (8) hours or more when the time is pre-scheduled. Out of class pay will be paid when an employee works in the higher position for twenty-four (24) hours or more when the time is unscheduled. Pay will be paid pro-rata according to assignments in the higher classification with a minimum four percent (4%) increase.

Fire Chief: 

Union: 

11.2 When an employee is appointed by the Fire Chief or his designee to cover the duties of a superior position for greater than 30 calendar days, said employee will be compensated at the 2nd year level rate commensurate with that position, retro-active to the first day.

ARTICLE 12 – MEDICAL AND DENTAL COVERAGE

12.1 Medical and vision coverage shall be provided by the District. Dental and basic life coverage during this agreement shall be provided by the District. Any benefit changes to the existing medical or dental program shall be negotiated between the parties to this agreement.

12.2 The District shall pay full insurance coverage costs on employees for their medical and dental plan.


For Plan Year 2017, The District shall contribute a maximum One Thousand Six Hundred Dollars (\$1,600) per month towards the employee/dependent medical and dental premiums. If the cost exceeds \$1,600 per month, the District agrees to contribute fifty percent (50%) of the amount in excess of \$1,600.


For Plan Year 2018, The District shall contribute a maximum One Thousand Six Hundred and Fifty Dollars (\$1,650) per month towards the employee/dependent medical and dental premiums. If the cost exceeds \$1,650 per month, the District agrees to contribute fifty percent (50%) of the amount in excess of \$1,650.

For Plan Year 2019, The District shall contribute a maximum One Thousand Seven Hundred Dollars (\$1,700) per month towards the employee/dependent medical and dental premiums. If the cost exceeds \$1,700 per month, the District agrees to contribute fifty percent (50%) of the amount in excess of \$1,700.

12.3 The District shall contribute Four Thousand Dollars (\$4,000) annually to a Health Reimbursement Arrangement (HRA) for each member of the bargaining unit. It is agreed that this amount will be frontloaded to the employee's account on or about January 5th of each year. Any monies remaining in this account after the plan year will be rolled directly into the HRA/VEBA account. The District agrees to contribute Fifty Dollars (\$50) per month per employee to a HRA/VEBA. This amount (\$600) will also be frontloaded on or about January 5th of each year into the employee's account.

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

Fire Chief:  _____

Union:  _____

12.5 The District agrees to provide IRS Section 125 plan benefits to employees. This plan will allow employees to pay for out of pocket medical expenses and dependent daycare expenses on a pre-tax basis.

ARTICLE 13 – VACATION ACCRUAL

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

	<u>Annually</u>		<u>Monthly</u>
1 year of service	80 hours	1 – 12 months	6.67 hours
Completion of 1 year (Increase at completion of 12 th month)	120 hours	13 – 60 months	10 hours
Completion of 5 years (Increase at completion of 60 th month)	160 hours	61 – 120 months	13.34 hours
Completion of 10 years (Increase at completion of 120 th month)	180 hours	121 – 168 months	15 hours
Completion of 15 years (Increase at completion of 168 th month)	200 hours	169 – 228 months	16.67 hours
Completion of 20 years (Increase at completion of 228 th month)	265 hours	229 - 288 months	22.09 hours
Completion of 25 years (Increase at completion of 288 th month)	280 hours	289 + months	23.34 hours


13.2 For ease of vacation calculation only (not affecting seniority), all employees' vacation shall be calculated by using a vacation anniversary date as follows:

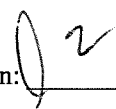
Persons hired from Day 1 to Day 15 of a month will be assigned a vacation anniversary date of Day 1 of the month hired.

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

13.3 Employees' maximum vacation accrual carry-over shall not exceed two years' worth of vacation at the applicable accrual schedule for regular personnel. Unused vacation in excess of the amount set forth above shall be forfeited except in the extreme and/or unusual circumstances approved by the Fire Chief (i.e. extended period of disability leave or vacation scheduling difficulties.)

13.4 Employees may cancel approved vacation leave prior to beginning the leave for reasons contained in Article 15 – Sick Leave. A physician's certificate must be provided to verify the medical condition.

Fire Chief:  _____

Union:  _____

13.5 Vacation hours cannot be utilized until accrued. The District may allow an employee to go into the negative on vacation only in unusual circumstances and must be approved by the Fire Chief or designee.

ARTICLE 14 – HOLIDAYS

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

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday in November
Friday following Thanksgiving	Friday after Thanksgiving Day
Christmas Day	December 25


14.2 If the Washington State legal holiday falls on a Saturday, employee will be granted Friday off for the holiday. If the legal holiday falls on a Sunday, employee will be granted Monday off for the holiday.

14.3 Employees shall be awarded 112 holiday hours on an annual basis, to include holidays used on the above dates plus any floating holiday hours. Employees may elect to receive a cash payment of base pay at the straight time rate for up to fifty-six (56) hours each year. It is understood that selling back fifty-six (56) hours of holiday leave may require using some other accrued leave when business offices are closed.

14.4 Each employee shall elect prior to November 1st of the prior year on forms provided by the District, the required cash payment and/or time off. The cash payment shall be paid to each employee, having made such an election, on the last pay date of the month of November of year earned.

14.5 On Christmas Eve the business office will be closed to the public. Employees may elect to work this day or elect to use vacation, holiday or compensatory time to take the day off.

Fire Chief: 


Union 


ARTICLE 15 – SICK LEAVE

- 15.1 Regular employees assigned to a forty (40) hour work week shall accrue paid sick leave at the rate of Ten (10) hours for each full month of service up to a maximum accumulation of 1,040 hours.
- 15.2 In case of employees who are absent due to illness or injury for which they are receiving payment from State Industrial insurance, the District's obligation shall be limited to paying the difference between the employee's basic salary and the amount received from the State Fund. Sick leave shall be charged on a pro-rated basis in such cases until exhausted.
- 15.3 The District complies with the Federal Family and Medical Leave Act of 1993, and all applicable state laws relating to family or medical leave.
- 15.4 No employee will be denied time off for the legitimate use of sick leave.
- 15.5 The District agrees to buy back sick leave hours in excess of the employees' maximum accrual at the rate of 25% of the employee's base hourly pay. Sick leave buy back will be paid in November of each year and will be treated as regular income, with appropriate deductions as applicable.
- 15.6 Sick leave shall not accrue during leaves of absence without pay, or layoffs.
- 15.7 The Fire Chief or designee may require a certification of the employee's condition by a designated District medical facility after the employee has used 63 hours of sick leave in a rolling twelve-month period.
- 15.8 At the time of retirement from the District, the employee will receive compensation for his/her sick leave balance on a one hour (1) for four (4) hour basis.

ARTICLE 16 – EMERGENCY LEAVE

- 16.1 In the event of an emergency of the employee that requires the presence of the employee, the employee shall be granted immediate leave with pay, said leave being deducted from the employee's accrued sick leave or other accrued leave depending on why the leave was necessary.
- 16.2 The employee shall be required to return to work immediately upon the termination of the emergency. Should the emergency last longer than 3 hours, the employee must call the District with an update.

Fire Chief: 

Union: 

16.3 "Emergency" is defined as an event sudden in onset and unexpected, and which demands immediate action by the employee.

ARTICLE 17 – BEREAVEMENT LEAVE

17.1 Bereavement Leave – In the event of a death in the immediate family of an employee, the employee shall be granted up to 3 work days off with pay. An additional 2 work days off with pay will be granted with Fire Chief approval.

17.2 Immediate family shall be defined as the spouse and children of the employee, parents or step parents, loco parentis, brother, sister, grandchildren, grandparents of the employee, and those of the employee's current spouse. For purposes of this section, "step" shall be considered part of the immediate family.

ARTICLE 18 – REQUESTING LEAVE (COMP OR VACATION OR PERSONAL FLOATING HOLIDAYS)

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

ARTICLE 19 – JURY DUTY/WITNESS SERVICES


19.1 Employees summoned for jury duty will be granted a sufficient leave of absence from employment. Any jury duty pay (exclusive of expenses) received for service on a work day shall be reimbursed to the District.

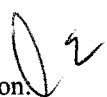
19.2 An employee shall continue to receive normal wages for any period of required service as a witness in any judicial proceeding in which the employee is subpoenaed to appear as a result of, or related to, the performance of official duties with the District. All money received for witness fees, while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

ARTICLE 20 – EMERGENCY DECLARATION

20.1 In the event of a declared emergency, the District reserves the right to assign employees of this bargaining unit to work assignments without regard to their employment classification for the duration of the declared emergency.

20.2 The Employer will follow the Pierce County Employees non-essential employees delay or closure schedule due to bad weather for the purposes of bargaining unit employees. An employee is expected to report to work regardless of weather

Fire Chief:  _____

Union:  _____

conditions if he/she can possibly do so. An employee who is unable to get to work on time or who has approval to leave work early because of weather conditions shall charge the time to accrued vacation leave, personal holiday or leave without pay. If the employer closes the facility, those employees who were scheduled to work on that day will be compensated for the entire day, or for whatever portion of the day the facility was closed, during which time they were scheduled to work.

ARTICLE 21 – TERMINATION / RESIGNATION/LEAVE BUY-OUT

21.1 Should the employee voluntarily resign employment, then the employee shall give the Employer advance written notice of not less than fourteen (14) calendar days. In the event of failure to comply with the notice provisions of this section, the resignation shall be deemed a quit, and employee shall forfeit all vacation and/or other accrued benefits.

21.2 Employees shall be paid for any unused accumulation of vacation, compensatory time and accumulation of holiday hours on a pro-rated basis when they are permanently separated from employment, unless discharged for gross misconduct.


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


ARTICLE 22 – EDUCATIONAL REIMBURSEMENT

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

ARTICLE 23 – PROMOTIONS

23.1 Vacancies and promotions shall be filled by the District through an impartial selection process from qualified employees within the bargaining unit. The process could include, but is not limited to: Statement of interest or an application, assessment of skills and abilities, review of past performance, seniority, and a scored interview.

Fire Chief: 

Union: 

23.2 Employees who are promoted shall serve a one (1) year probationary period during which periodic evaluations shall be conducted by the District. In the event the employee does not successfully pass the probationary period, such employee shall be returned to the position previously held or one of similar classification. Employee who is subject to displacement as a result of a demotion shall be governed by language stated in Article 25.

ARTICLE 24 – SENIORITY/LAYOFF/RECALL

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

24.2 Seniority shall be broken by the following:


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

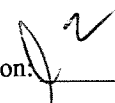
24.3 Layoffs. When it becomes necessary for the Employer to reduce its work force for an extended period of thirty (30) days or more, the Employer shall give as much notice as practical. In cases of such anticipated layoffs, written notice of layoff will be given fourteen (14) days before such action is to become effective.

24.3.1 Notice of layoff need not be given to employees who are employed in a probationary status. Layoffs in connection with the elimination of job classification (s) and/or reduction of the work force shall be governed by seniority together with skill and ability. Where skill and ability are considered substantially equal in the judgment of the Employer, seniority shall prevail.

24.3.2 The following order of layoff shall be followed:

- a. Temporary employees

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- b. Probationary employees
- c. Regularly scheduled employees by reverse order of seniority

- 24.4 Upon reduction-in-force, employees will be placed on a reinstatement roster for a period of twenty-four (24) months from date of commencement of the reduction-in-force.
- 24.5 Recall. When a vacancy is to be filled, the order of reinstatement will be in the reverse order of reduction-in-force, provided skill and ability are considered substantially equal in the judgment of the Employer. Upon such reinstatement, the employee shall commence to accrue seniority. The Employer will notify the employee of recall by certified mail.

ARTICLE 25 – PERFORMANCE OF DUTY


- 25.1 Nothing in this Agreement shall be construed to give an employee the right to strike and no employee shall strike or refuse to perform their assigned duties to the best of their abilities during the term of this Agreement. The Union agrees that it will not condone or cause any strike, mass sick call or any other form of work stoppage or interference to the normal operations of the District during the term of this Agreement.
- 25.2 Neither an employee nor the District shall intentionally waive any provisions of this Agreement, unless such waiver is mutually agreed upon by the Union and the District.


ARTICLE 26 – WELLNESS PROGRAM

- 26.1 The parties agree and understand that employees will be allowed three (3) hours per week for physical exercise. Employees will be allowed to utilize District facilities and equipment or other mutually agreeable external facilities, and the time and day must be approved by the employee's supervisor. Travel time to and from other facilities will be considered work time until the completion of the renovation of Station 60. Upon the completion of Station 60, travel time to and from other facilities will not be considered work time.

ARTICLE 27 – UNIFORMS

- 27.1 Employees, on a voluntary basis, may wear shirts embroidered with the District's logo. The District agrees to pay for up to five (5) shirts or comparable priced garments upon hire, and replace the shirts or comparable priced garments as needed through Central Stores Division, with no more than two (2) shirts or comparable priced garments per year. Employees will determine the color of the day for the shirts.

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ARTICLE 28 – LEAVE OF ABSENCE

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

ARTICLE 29 – PROCEDURE FOR CHANGING RULES AND REGULATIONS

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


ARTICLE 30 – SUPPLEMENTAL AGREEMENTS


30.1 This agreement may be amended provided both parties concur. Supplemental agreements may be completed through negotiations at any time during the life of this Agreement. Either party may notify the other party in writing of its desire to negotiate. Supplemental agreements thus completed will be signed by the responsible Union and District officials. Supplemental agreements thus completed shall become part of the larger Agreement and subject to all its provisions.

ARTICLE 31 – GRIEVANCE PROCEDURE

31.1 A grievance is defined as an alleged breach of the specific terms and conditions of the Agreement. It is the desire of the parties to this Agreement that grievances be adjusted informally whenever possible and at the first level of supervision. If a grievance arises, it shall be submitted to the following grievance procedure. Any grievance not processed in accordance with the procedures and time limits specified herein shall constitute a withdrawal of the grievance and the grievance thereafter shall be null and void. Failure of the employer to comply with the time limits set forth below shall result in the grievance being automatically elevated to the next step without any action necessary on the part of the employee. Time limits set forth in the following steps may be extended by mutual agreement by the parties hereto.

31.2 It is understood and agreed that all matters pertaining to the proper application and interpretation of any and all provisions of this Agreement shall be adjusted between the proper representatives of the Employer and the accredited representatives of the Union within ninety (90) days of the occurrence or

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employee's knowledge of occurrence. Any alleged infraction or breach of this contract shall be submitted in writing to the Human Resources Manager or his/her designee prior to the date arranged for a meeting to discuss such alleged infraction.

31.3 In the event a grievance arises that involves a suspension or discharge, the grievance will bypass Step One, and be heard at Step Two with the Fire Chief serving as the Employer representative.

31.4 A grievance shall be submitted in writing and shall contain the following information:

- a. Statement of the grievance and facts upon which it is based;
- b. The date or dates of the alleged violation;
- c. A statement of the specific provision(s) of the collective bargaining agreement alleged to have been violated;
- d. The manner in which the provision is alleged to have been violated;
- e. The specific remedy or remedies sought.


A grievance must be processed with the following procedure:


Step One – Immediate Supervisor

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

Step Two – Next Level of Supervision

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

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

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

Step Four - Mediation

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


Step Five - Arbitration


If the grievance is not resolved to the satisfaction of the Union at Step Four, the Union may submit the matter to arbitration. Within twenty (20) calendar days of receipt of the Board’s findings, the Union shall notify the Board in writing of its intent to arbitrate the issue. Within twenty (20) calendar days of the Union’s request to arbitrate, a representative of the Union and of the Employer shall meet and attempt to agree on a neutral arbitrator. If unable to reach agreement, they shall agree to request a list of seven (7) arbitrators from the Public Employment Relations Commission or Federal Mediation Conciliation Service. Upon receipt of the list, the two representatives shall meet within twenty (20) calendar days to alternately strike names until one name remains. This person shall service as the sole arbitrator.

The arbitrator shall have no power or authority to add to, subtract from or in any manner modify the terms of this Agreement, nor to determine any issue other than that submitted. The decision of the arbitrator shall be in writing setting forth the arbitrators reasoning and shall be final and binding on all parties.

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

Expenses and compensation for the arbitrators’ service and the proceedings shall be shared equally between the parties; provided, however, each party shall be solely and completely responsible for all costs of preparing and presenting its own case. If either

Fire Chief:  _____

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party desires a record of the proceeding, it shall solely bear the cost of such recording, unless both parties agree to share the record and equally share the cost.

ARTICLE 32 – SAVINGS CLAUSE

32.1 If any provision of this Agreement or the application of such provisions should be rendered or declared invalid by a court having jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts of the provision of this Agreement shall remain in full force and effect.

ARTICLE 33 – BINDING ON SUCCESSORS


33.1 This agreement shall be binding upon the successors, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by consolidation, merger or annexation.

ARTICLE 34 – TERM OF AGREEMENT

34.1 This agreement shall become effective January 1, 2017 and shall remain in full force and effect until and through December 31, 2019 and shall thereafter automatically renew itself until either party shall give one hundred eighty (180) days written notice prior to the anniversary date of their desire to terminate, modify or change this contract. Upon the giving of such notice, the parties shall proceed to negotiate a new contract.

SIGNATURE BLOCKS ON NEXT PAGE

Fire Chief:  _____

Union:  _____

Dated this 13th day of February, 2017.

LOCAL 8, OPEIU

Suzanne Mode
Suzanne Mode, Business Manager

Leslie Liddle
Leslie Liddle, Union Representative

Mindy Roberts
Mindy Roberts, Bargaining Team

Stephany Carter-Hoskinson
Stephany Carter-Hoskinson, Bargaining Team

Ashley Becker
Ashley Becker, Bargaining Team

PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 6
BOARD OF COMMISSIONERS

Larry Mel
Chairman

Rich Coleman
Commissioner

Blawieis
Commissioner

[Signature]
Commissioner

Bill Echols
Commissioner

Reviewed and approved as to form:

[Signature]
Dan Olson, Fire Chief

[Signature]
Candis Martinson, Human Resources Director

[Signature]
Tanya Robacker, Finance Director

Fire Chief: [Signature]

Union: 12