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**Agreement**

**by and between**

**Central Pierce Fire & Rescue  
Graham Fire & Rescue  
Orting Valley Fire & Rescue**

**and**

**International Association of Firefighters,  
Local No. 726  
Chief's Bargaining Unit**

## January 1, 2025 – December 31, 2027

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## Preamble

This Agreement is entered into by and between Central Pierce Fire & Rescue, hereinafter referred to as the "District", and Local No. 726, International Association of Firefighters, Chief's Bargaining Unit, 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.

## Article 1 - Recognition

- 1.1 The District recognizes the Union as the exclusive bargaining representative of all regular uniformed employees of the District and uniformed employees of contracted Districts, with the ranks of Assistant Chief, District Chief, Division Chief, Program Manager or Battalion Chief.

## Article 2 - Non-Discrimination

- 2.1 The District agrees not to unlawfully discriminate against any employee for or because of membership in the Union. Such non-discrimination policy also applies to any activities conducted by a member of the Union on behalf of said Union.
- 2.2 The District and the Union agree that conditions of employment shall be consistent with applicable municipal, state and federal laws regarding non-discrimination.
- 2.3 The District and the Union agree that the provisions of this agreement shall be applied equally to all employees covered hereby without regard to age, gender, creed, religion, color, national origin, marital status, pregnancy, veteran status, the presence of any physical, mental or sensory disability, or perceived or actual sexual orientation, or any other criteria established by local, state or federal statutes, rules or regulations.
- 2.4 All references to employees in this contract designates all genders.

## Article 3 - Union Membership/Authorized Payroll Deduction

- 3.1 New Employee Orientation. The District shall provide a copy of this Agreement to each employee upon entering the bargaining unit. The District will provide a list to the Union via electronic mail of new employees. A representative of the Union will be permitted no

less than thirty (30) minutes to meet with new employees during the first ninety (90) days of employment pursuant to RCW 41.56.037. No employee will be required to participate in that meeting.

- 3.2 Dues Deduction. The District agrees to deduct once each month, dues and assessments from the pay of those employees who have so authorized it and elected to be a member of the Union, and who voluntarily executes a wage assignment authorization form. When filed with the District, the authorization form will be honored in accordance with its terms unless an employee requests that the District stop deducting dues, in which case the employee shall inform the Union and the Union shall inform the District to stop deducting dues. Deductions will be transmitted to the Treasurer of the Union monthly. Upon issuance and transmission of payment to the Union, the District's responsibility shall cease with respect to deductions covered thereby. The Union and each employee authorizing the assignment of wages for payment of Union dues hereby undertake to indemnify and hold the District harmless from all claims, demands, suits or other forms of liability that may arise against the District for or on account of any deduction made from the wages of such employee.

## Article 4 - Union Business

- 4.1 Union representatives shall be granted time off, with pay, to attend seminars, conventions and conferences involving Union business, provided that the total scheduled time off for all such representatives shall not exceed seventy-two (72) hours per year collectively. Union leave shall utilize the same request and approval process as other forms of scheduled leave.
- 4.2 The Union shall be required to obtain prior approval from the Fire Chief or their designee for any Union meeting held at any of the District facilities during duty hours. These meetings shall be limited to twelve (12) per year. Meetings lasting more than two (2) hours shall be held in the evening after 1900 hours.
- 4.3 Union business will be State, IAFF, or District/Union conventions, meetings or educational seminars.
- 4.4 The District agrees to furnish and maintain a suitable bulletin board in a convenient place at each station to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.
- 4.5 In addition to the hours referenced in 4.1 above, time off duty will be allowed for principal officers and other representatives to attend the following meetings – LMC meetings, Union meetings, contract negotiations, and other meetings called at the request of the District or as mutually agreed upon.

- 4.6 Members of the Union's recognized negotiation team shall be granted release time from duty with pay to attend negotiation sessions between the District and Union.

## Article 5 - Prevailing Rights

- 5.1 All rights and privileges held by the Employee at the present time which are not included in this Agreement shall remain in force unchanged and unaffected in any manner.

## Article 6 - Management Rights

- 6.1 Any and all rights concerned with the management and operations of the District are exclusively that of the District unless otherwise provided by the terms of this Agreement.
- 6.2 The District has the authority to adopt rules and regulations, including but not limited to dress, appearance and work performance for the operation of the District and the conduct of its employees; provided such rules are not in conflict with this Agreement or with applicable law.
- 6.3 The District has the right to discipline 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 District rules and regulations, which affect working conditions shall be subject to the Grievance Procedures.
- 6.4 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.
- 6.5 It is further recognized that the Fire District's fire command group works together closely, and that this may result in the sharing of tasks between the members of the Fire District management group. The Fire District management group shall consist of the Fire Chief, Deputy Chief, Assistant Chiefs, District Chiefs, Division Chiefs, Program Managers and Battalion Chiefs. The parties agree that this sharing of tasks and responsibilities is beneficial, and that the Fire District's fire command group may continue to operate in this fashion.

## Article 7 - Staffing

### 7.1 Vacancies/Promotions

- A. Vacancies shall be filled pursuant to SOG 2.34.
- B. Promotions within the bargaining unit shall be filled by testing from qualified personnel within the bargaining unit. Should all interested personnel fail to qualify, or if no District employees desire the position, the same examination process will be utilized in selecting someone from outside the District to fill the position.
- C. Employees who are promoted to a higher rank shall serve a one (1) year probationary period. During such time, the District may reduce the employee to their previous rank without recourse to the Grievance Procedure.
- D. Promotional requirements and the promotional examination process will be defined in SOG 2.06. Please see "Appendix B – Exemptions for Current Personnel"
- E. Employees who participate in promotional testing may submit a letter of dispute to the Fire Chief beginning at 1800 hours on the last day of the assessment center (if applicable) for a period of seventy-two (72) hours.
  - 1. Candidates will be notified at the end of the assessment center process if they have passed or failed the process. No specific scores will be released prior to the completion of the seventy-two (72) hour period. At the end of the seventy-two (72) hour period (and after any disputes have been addressed), the eligibility list will be certified by Human Resources and candidates will be informed of their rank and specific scores.
  - 2. Any dispute or grievance concerning the promotional test must be submitted within the time frames outlined above. Disputes or grievances filed outside these timelines shall not be recognized. The Fire Chief has sole discretion to address non-grievance disputes.
- F. Assistant Chiefs that have been appointed by the Fire Chief can be re-assigned back to their previous position at any time. These re-assignments may cause a bump down of promotions based on their seniority in rank. If a person is demoted due to a bump down, they are eligible for the next promotion to their previous position. Assistant Chiefs promoted after January 1, 2023, who are requesting a voluntary demotion to a previously held position, will have their request reviewed on a case-by-case basis between the Union and the District.

- G. Promotions to any Chief Officer position can be re-assigned to their previous bargaining unit position without losing seniority provided they have continued to pay Union dues.
- H. Employees who are requesting a voluntary demotion to a previously held position will have their request reviewed on a case-by-case basis between the Union and the District.
  - 1. Chief Officers hired from outside the District are not eligible for voluntary or mandatory demotion.
- I. Non-represented Chief Officers (Deputy Chief/Fire Chief) have the employment rights at the rank and wage scale of their previously held position within the Chief's Bargaining Unit, should they choose to resign the position, or be separated from the position of Deputy Chief or Fire Chief by anything other than action that is cause for termination.

They would not have any bumping rights to any occupied Assistant Chief, District Chief, Division Chief, Program Manager or Battalion Chief position. They would, however, have seniority rights should any of these positions becomes available. The likely scenario is that an employee stepping back would ultimately fill the position vacated by any upward movement to fill their former position. If no position is available, the District would have the right to create a new position until a vacancy opens up.

Members will maintain seniority accrual for the positions covered by the Chief's Bargaining Unit as if they were in the position.

A non-represented Chief Officer who elects to step back into the Chief's Bargaining Unit may do so, and shall only be allowed to do so once in their career. This opportunity to step back is done so to recognize and accommodate the need to have the personnel step up and try new positions without the loss of their livelihood.

## Article 8 - Wages

### 8.1 Wages

- A. The monthly wages shall be computed based on the following:
  - 1. Battalion Chief – sixteen percent (16%) above Captain
  - 2. District and Division Chiefs – eight percent (8%) above Battalion Chief
  - 3. Assistant Chief – twelve percent (12%) above District and Division Chiefs



8.2 EMT/Paramedic Certifications and Pay

- A. Effective January 1, 2025, all members must be EMT certified. Any employee in the bargaining unit prior to that date is exempt from this requirement.
- B. The District will provide Continuing Medical Education for EMT and Paramedic certifications.
- C. Paramedic Premiums Pay will be paid as outlined below:
  - 1. Shift personnel who are Paramedics receive no Paramedic Premium
  - 2. The Battalion Chief assigned to EMS will receive a Paramedic premium in the amount of 6%.
  - 3. Non-shift medics (other than the EMS Battalion Chief) will receive a Paramedic premium of two and a half percent (2.5%).

8.3 Program Manager/Lead Pay. The District agrees to pay specialty pay according to the following:

- A. Haz Mat Program Manager Pay. The District assumes the responsibility for keeping members trained as referenced in NFPA 472 and this position will be the program manager. The District will pay an amount equal to three percent (3%) of the Battalion Chief wage per month to the program manager.
- B. Tech Rescue Program Manager Pay. The District agrees to maintain a Tech Rescue Team and this position will be the program manager. The District will pay an amount equal to three percent (3%) of the Battalion Chief wage per month to the program manager.
- C. Water Rescue Program Manager Pay. The District agrees to maintain a Water Rescue Team and this position will be the program manager. The District will pay an amount equal to three percent (3%) of the Battalion Chief wage per month to the program manager.
- D. Wildland Lead Pay. The District agrees to maintain a Wildland Lead position. The District will pay an amount equal to three percent (3%) of the Battalion Chief wage per month to the Lead.
- E. Peer Fitness and Peer Support Team Lead Pay. The District agrees to pay a premium for one (1) Peer Fitness Lead and one (1) Peer Support Lead. These positions can be filled (through the process set forth in SOG 2.06) either through a member of this bargaining unit, or a member of the Firefighter's bargaining unit. The District will pay an amount equal to three percent (3%) of the Battalion Chief wage per month to a Team Lead.

F. The District and the Local mutually agree that there exists the necessity to have additional work or projects assigned outside of current job descriptions or existing ongoing duties. The District and the Local mutually agree to meet on an as needed basis when the District identifies projects or work. The District and the Local will meet to set projects parameters and timelines, with the District agreeing to pay the members two and one-half percent (2.5%) for the duration of the project.

8.4 Longevity Pay. The District agrees to pay longevity on the employee’s monthly base salary, according to the following schedule:

5–9 years	(61 – 120 months) of employment	= 2% of current salary
10–14 years	(121 – 180 months) of employment	= 4% of current salary
15–19 years	(181 – 240 months) of employment	= 6% of current salary
20–24 years	(241 – 300 months) of employment	= 8% of current salary
25–29 years	(301 – 360 months) of employment	= 11% of current salary
30+ years	(361+ months) of employment	= 13% of current salary

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

8.6 Overtime/Call Back Pay

- A. Employees engaged to work more than their regular scheduled duty hours shall be entitled to overtime compensation. All overtime shall be paid at the overtime hourly rate of one and one-half (1.5) times the employee’s straight time hourly rate regardless of hours worked in the applicable FLSA period (twenty-four (24) day cycle).
- B. Employees shall be entitled to overtime compensation for off-duty time spent in attendance at meetings and training sessions as required by the District, or when recalled by the District for emergency alarms.
- C. Day shift personnel are eligible to work overtime when approved by their supervisors in advance, and who work more than their regular scheduled daily hours, shall be entitle to overtime compensations.

8.7 Acting Pay

- A. Acting Pay as Battalion Chief – A Captain will receive Battalion Chief pay on an hour for hour basis. In the event of an extended period of unscheduled absence (i.e., disability leave) in excess of thirty (30) days, a temporary Battalion Chief will be appointed via the established promotional list. Temporary promotional time does not count in seniority of rank.
- B. Acting Pay as a District Chief or Division Chief – Battalion Chiefs will receive District Chief or Division Chief pay on an hour for hour basis. In the event of an extended period of unscheduled absence (i.e., disability leave) in excess of thirty (30) days, a temporary District Chief or Division Chief will be appointed via the established promotional list. Temporary promotional time does not count in seniority of rank.
- C. Acting Pay as an Assistant Chief – In the event of an extended period of unscheduled absence (i.e., disability leave) in excess of thirty (30) days, a temporary Assistant Chief will be appointed via the established promotional list. Temporary promotional time does not count in seniority of rank.
- D. Any employee filling a temporary officer appointment and on leave for more than thirty (30) calendar days (excluding an on-duty injury) shall revert back to their previous position and rate of pay.

#### 8.8 Deferred Compensation

- A. 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 retirement system paid by the Employee.
- B. The VOYA, Decision-Point, and Washington State Employees 457 Deferred Compensation Plans 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.
  - 1. The Parties recognize that personnel formerly part of the Graham Fire District currently have Nationwide as an option. Effective January 1, 2025, the Nationwide plan will cease. Employees who have accounts with Nationwide can retain their account balances there, should they wish, however, all new contributions must go to one of the authorized deferred compensation providers.

- C. The District shall contribute six and two tenths percent (6.2%) of First-Class Firefighter wages per month, per employee, to the deferred compensation plan, with no employee matching required, for the term of this Agreement.
- D. Loans may be taken out if allowed by the plan, however participants may have only one loan outstanding at any time. All provisions related to loans are set forth in SOG 3.17.
- E. The District acknowledges contributions to a Deferred Compensation Program for those former employees of Pierce County Fire Protection Districts 7 and 9 equaling 3.2% of the District's share of FICA contributions as of February 15, 1996. Such contributions will remain constant for the employees' term of employment. Employees hired after February 15, 1996 are not eligible for FICA contributions to a Deferred Compensation Program.

## Article 9 - Hours of Work

- 9.1 Productive hours. For shift personnel shall be 8:00 a.m. to 6:30 p.m., Monday through Friday. Productive hours on Saturday will be from 8:00 a.m. to 1:00 p.m., except for attending public education events, and 8:00 a.m. to 1:00 p.m. on Sunday. One (1) hour of productive time shall be set aside for physical training. Holiday work schedule shall be limited to rig checks, emergency operational briefings, and incident responses on the seven (7) following holidays – 1) New Year’s Day, 2) Memorial Day, 3) Juneteenth, 4) 4th of July, 5) Labor Day, 6) Thanksgiving Day and 7) Christmas Day.
- 9.2 24 Hour Shift Employees – There will be four (4) platoons (A, B, C & D Shifts) with no Debit Days, for an average workweek of 42.11 hours. Duty hours shall be 24-hour shifts of duty (0800-0800), with a rotating schedule of one (1) on, three (3) off.
  - A. Shift employees shall not work more than forty-eight (48) hours straight, and are then required to take a twenty-four (24) hour rest period.
  - B. During Daylight Savings Time, employees will be paid for a regular shift. Those employees working during “Spring Ahead” will received 24 hours of pay for the 23 worked, and conversely, those employees working during “Fall Back” will received 24 hours of pay for the 25 hours worked.
- 9.3 FLSA Cycle – The work schedule for 24-hour personnel shall be organized on a 24-day Fair Labor Standards Act (FLSA) cycle.
  - A. 24-hour Personnel
    - 1. 3 sets of 1 on/3off/1 on/3 off constitute the entire cycle (3 x 8 = 24)

#### 9.4 40 Hour Week Day Shift Employees

- A. The workweek is defined as Sunday at 12:01 a.m. to Midnight the following Saturday.
- B. Normal working hours for day shift personnel shall be one of the following schedules:
  - 2. Monday through Friday, from 8:00 a.m. to 5:00 p.m., including a one (1) hour lunch period; or
  - 3. Monday – Thursday, from 7:00 a.m. to 5:30 p.m., including a thirty (30) minute lunch period; or
  - 4. Tuesday – Friday, from 7:00 a.m. to 5:30 p.m., including a thirty (30) minute lunch period
- C. Employees working under this section are allowed physical fitness work-out time three (3) hours per week.

9.5 Members may not be forced from 24-hour schedules to day shifts, except for temporary return-to-work re-training or light duty assignments, or retraining required due to poor performance as documented per the corrective action policy.

## Article 10 - Benefits

#### 10.1 Health, Dental, Life Insurance and EAP

- A. During the term of this agreement, IAFF Local 726 will provide medical, dental and vision benefits to members, their spouses, qualified domestic partners, and dependents through the IAFF Local 726 Health and Welfare Trust. Please see “Appendix A – Healthcare Contract” for more detailed information.
  - 1. It is the goal of the parties that this agreement will provide a long-term framework for bargaining unit health care coverage. Through this agreement, the parties seek to:
    - a. Meet the health care needs of employees, their spouses, qualified domestic partners and dependents;
    - b. Provide greater collective consumer choices, control and accountability; and
    - c. Participate in a plan that is financially stable and in compliance with all applicable state and federal regulations
- B. Coverage and the Provider

1. The Union has created the IAFF Local 726 Health and Welfare Trust, (the "Trust"), with the Trustees determined by the Union. All District health insurance contributions (the "Trust Contributions") will be made to the Trust.
  
2. All of the Trust Contributions made by the District will be contributed to the Trust, and will be used only for the purpose of providing health care and other benefits that are permitted under the rules and regulations of the Internal Revenue Service adopted pursuant to Code Section 501(c)(9) ("Health Care Benefits"). The Trust will give notice to the District within 60 days of implementation if any Trust Contributions from the District are used for purposes other than benefits that are generally exempt from income and payroll taxes, but that may otherwise be permitted under Code Section 501(c)(9). The Trust is required to meet with the District, and mutually agree upon, prior to providing any benefit services as outlined in 501(c)(9) -3 "Other Benefits."
  
3. The primary purpose of establishing the Trust is to fund health and welfare benefits for Union members, their spouses, qualified domestic partners, and dependents. The District recognizes the Trust will incur administrative expenses, including but not limited to, brokers fees, related to providing such coverage, and that the Trust Agreement allows for the Trust assets to be used for such purposes. The Trust will contract with a licensed third-party administrator ("TPA"), as may be needed, to administer the Trust, which may include the payment of claims. Upon request, the Trustees will provide the District with a copy of the Trust's annual audit (or other financial statement if an audit is not required under ERISA), which shows that monies have been used for these purposes, and that all expenditures were made for the purpose of providing Health Care Benefits.
  - a. During the term of this Agreement, the parties may choose to mutually expand the offering of health and welfare benefits to uniformed, non-726 members.
  - b. During the term of this Agreement, should the parties choose to explore expanding the offering of health and welfare benefits to non-uniformed, non-726 members the parties agree to meet and discuss the request.

2. All health insurance decisions, including but not limited to, the level of coverage, who is covered, and the amount to be paid by Union members, their spouses, qualified domestic partners, and dependents, will be made

by the Trust. It is agreed that the District is not taking any claims risk, and the sole responsibility of the District is to pay the required Trust Contributions. All decisions related to the health and welfare benefits for the Union will be made by the Trust.

3. The Trust, either directly or through its advisors, is expected to
  - a. put in place a contract for a fully insured medical plan, whether directly or through the purchase of coverage through another similar Trust or, if the Trustees determine appropriate, make other reasonable arrangements for the delivery of Health Care Benefits;
    - i. In the event the Trust elects to explore self-insurance, whether fully or partially, the Parties agree to meet and discuss the terms and process of that exploration.
  - b. Contract with a qualified professional to determine the appropriate reserves;
  - c. Contract for fiduciary liability and/or errors and omission insurance in an amount as reasonably determined by the Trustees;
  - d. Put in place a fidelity bond covering all persons who handle plan assets.

C. Trust Contributions

1. The District's monthly contributions are based on the prior year rates and any increases required at the time of renewal. Trust contributions will be increased in each year of the Agreement by the actual premium increase of the healthcare plan and dental plan with a cap of 10% per plan. Any amount over 10% shall be covered by the Trust or through an agreement between the Trust and bargaining unit members.
  - a. The Trust administration fees will increase in each year of the Agreement by the same percentage increase of the healthcare and dental plans, with a cap of ten percent (10%).
  - b. The monthly VEBA amounts (\$92/ee only plan, \$184/all other plans) are annualized and deposited within two banking days following January 1<sup>st</sup> each year to be placed in each Union members VEBA account.
2. All Trust contributions must be made no later than the last business day of each month. Trust contributions shall be made for each Local 726 represented employee that is on the Districts payroll (and not in an unpaid leave of absence status) as of the first of that month. Upon request of the Trust, the District agrees to facilitate an automated clearing house (ACH) of these funds to the Trust. A Union member

becomes eligible for medical coverage through the Trust on the 1<sup>st</sup> day of the month following the first month of employment. (i.e. If hired on June 8<sup>th</sup>, medical coverage begins July 1<sup>st</sup>). Upon return from layoff, unpaid medical leave, eligibility begins the month following the return.

3. If the District is delinquent in submitting contributions to the Trust, the District shall pay the Trust interest at a rate of 12% (twelve percent) per annum.
4. In the event the Trust determines that employee contributions to healthcare coverage are required, the District shall make deductions from payroll upon request. Where required, written authorization from Union members to allow for a pre-tax deduction pursuant to a cafeteria plan under Code Section 125 will be provided to the District prior to the time deductions are made. The parties will determine a procedure that facilitates this process, allows for pre-tax deductions where appropriate, and minimize the administrative burden on the District.
5. The Trust will be responsible for the administration of all COBRA coverage (pursuant to federal requirements) for all covered individuals.

## 10.2 Light Duty

- A. Employees on temporary disability or extended STD may be assigned Light Duty as outlined in RCW 41.04.500 through 41.04.550. Light duty positions shall be considered temporary in nature, and shall have a maximum cap of six (6) months. The six (6) month period will be extended by up to an additional six (6) months if the treating physician provides a positive prognosis for return to full duty within that time period. Light duty shall not affect previously scheduled leave.
- B. When a LEOFF 2 employee is required by the District (on the job injury) to work light duty after being released by their physician, work hours shall be mutually agreed on prior to commencement of assigned duty. Hours shall be worked within the scope of the contract.
- C. All light duty assignments must be job related and of a constructive nature.
- D. Light Duty Response Units.
  1. The assignment will be based upon the needs of the employee (physical restrictions, length of limitations, etc.) and the District (vehicle



availability, dorm room availability, etc.) and there is no guaranteed right to one of these assignments.

2. These positions will be performed on either a currently recognized day shift or a 24-hour shift, based upon the employee's current shift and the employee's restrictions.
3. Regardless of the reason for light duty (L&I, personal injury, pregnancy, etc.) any employee is eligible to participate in this program if they meet the working conditions criteria set forth in the job description.
  - a. If an employee decides to move to a day assignment for light duty (or vice versa, a day person wants to move to a shift assignment), the change will be made following the change of shift policy.
  - b. For personnel on a work-related injury or illness, they are not eligible to turn down light duty.
  - c. For personnel on a personal injury or illness, they can choose to stop light duty and return to leave utilizing their accrued leave benefits
4. The maximum time limit one person can fill one of these positions is six (6) continuous months. If the employee is unable to return to full duty at the conclusion of the six (6) months, the Parties will meet to discuss the specifics of the individual and their situation

E. Employees injured off duty may request light duty, subject to the approval of the District.

### 10.3 Wellness Program

- A. Participation in the Physical Fitness Program as mutually set up by the Union and the District shall be non-mandatory. The Union and District will appoint a committee to return with an annual report no later than September 1<sup>st</sup> of each year regarding the wellness program.
- B. The District shall maintain wellness equipment at each station. Employees are encouraged to participate in physical fitness training, but not required to participate.
- C. The District and Union agree to maintain an adequate number of fitness trainers. Subject to prior approval, these fitness trainers will be paid overtime for required education or if required to provide instruction off duty. Overtime will not be paid for initial ACE or PEER certification training

#### 10.4 IRS Section 125 Benefits

- A. 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.

#### 10.5 Medical Expense Reimbursement Plan (MERP)

- A. The District shall allow employees to contribute an appropriate amount per month, to the Washington State Council of Firefighters Medical Expense Reimbursement Plan. The District shall facilitate employee deductions through payroll deduction. It is acknowledged that the District's role is administrative only. The plan requires participation by all bargaining unit members.
- B. Effective with this Agreement, the monthly required contribution will be \$150/member per month.
- C. The Union has the right to notify the District of changes (increases or decreases) to the monthly deduction. The Union shall document such changes in writing to Payroll, with a copy to Human Resources, no later than the 10th of the month prior to the desired date of change. The parties agree that no additional MOU's will be needed to make changes to the monthly amount.

#### 10.6 Supplemental Insurance Program

- A. The District agrees to allow employees to participate in a supplemental insurance program. This insurance program is an employee premium paid program with payroll deduction.

#### 10.7 Worker's Compensation

- A. 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. STD shall be charged on a pro-rated basis in such cases until exhausted.

#### 10.8 Washington State Paid Family & Medical Leave

- A. Eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits is established by Washington law and is therefore independent of this Agreement. Premiums for benefits are established by law and are split between the Employee and

Employer. Employees will pay through payroll deduction the full cost of the premiums associated with family leave benefits as determined by the State pursuant to RCW 50A.10.030. The District will pay the remaining premium amounts, as determined by the State.

10.9 Continuing Education and Professional Development

- A. The District may provide continuing education for the employee to ensure competency in the position or meet applicable laws. The employee, when authorized, shall attend schools, seminars, conferences and workshops without the benefit of extra compensation. However, the District agrees to pay reasonable expenses (meals, lodging, tuition/registration, mileage/airfare, etc.) and not deduct wages if the employee is scheduled to work during said above activities.

Article 11 - Leave

11.1 Paid Time Off (PTO)

- A. Each employee shall be awarded Paid Time Off (PTO) on January 1<sup>st</sup> of each year in the amount of 504 hours.
- B. A minimum of 240 hours shall be scheduled as time off annually during leave selection as outlined in SOG 4.35. Day shift personnel shall schedule their 240 hours off through their direct supervisor.
- C. Employees who have given their notice of intent to retire by October 1<sup>st</sup> for the next calendar year, are allowed to schedule shifts off for the next year, but are exempt from the requirement to schedule a minimum of 240 hours.
- D. Day Shift Employees. The business offices of CPFR are closed to the public on the following legal holidays. Day shift employees can choose to use PTO for these days, or report to the office:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 <sup>th</sup>
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday in September
Veteran's Day	November 11 <sup>th</sup>

Thanksgiving Day  
Friday following Thanksgiving Day  
Christmas Day

4<sup>th</sup> Thursday in November  
Friday after Thanksgiving Day  
December 25<sup>th</sup>

If the Washington State legal holiday falls on a Saturday, the business office will be closed on the Friday before. If the legal holiday falls on a Sunday, the business office will be closed on the following Monday.

- E. Any remaining PTO hours after the annual leave selection is complete, may be used to schedule additional ad-hoc (short notice) leave throughout the year as outlined in SOG 4.35.
- F. If an employee's STD bank is below 2,189 hours at the end of the year, any remaining unused PTO hours will first be rolled into to an employee's STD bank, up to a balance of 2,189 hours. Then, if additional PTO hours remain, those hours will be cashed out on the January paycheck, at the employee's December 31<sup>st</sup> base pay rate.

For example:

12.31.2024 PTO balance of 200 hours  
STD balance of 2,000 hours

Paycheck in January of 2025 STD balance refills to 2,189  
11 hours of PTO are paid out at the  
12.31.2024 base pay rate

- G. In order to move to the PTO program on January 1, 2025, 100% of the total vacation balance of each employee on December 31, 2024 will be paid into their VEBA account at the employee's December 31, 2024 base pay rate. This payment will be made in February of 2025.
- H. Employees may not go into the negative on their PTO hours.
- I. Pro-ration for New Hires/Separations.

- 1. New hires will receive a pro-rated amount of PTO based upon their hire date.

For example:

- Someone hired in July would have 6 months of service for the year and would be given 50% (6 months of the 12 months) PTO for the year – 252 hours

2. At time of separation, the same pro-ration will occur. Pro-ration will be based on the total months of employment in the year. Probationary employees are not eligible for payout of their PTO bank.

For example

- Someone separating in July would have 7 months of service for the year and would be given 58.33% (5 months of the 12 months) PTO for the year – 294 hours.

## 11.2 Short-Term Disability (STD)

- A. Effective January 1, 2025, the current sick leave banks will be changed to a Short-Term Disability (STD) bank with a one-time deposit to bring each bank up to the bank limit of 2,189 hours.

1. In order to move to the STD program on January 1, 2025 the following will occur:

- a. If an employee is above 2,189, their balance will be paid down to 2,189 at the rate of twenty-five percent (25%) of the employees' base pay for the excess hours.
- b. If an employee is below 2,189, their balance will be moved up to 2,189.

- B. STD can be used for the following reasons:

1. Personal illness or incapacity of the employee;
2. Health condition of the employee's child under the age of eighteen (18), which condition requires treatment or supervision. If an employee stays home to care for an ill child, that employee shall be required to return to work when spouse or other family member arrives home from work, and can assume care of the ill child.
3. When other family members normally responsible for child care are incapacitated, other child care arrangements will need to be made. STD usage will be denied for child care purposes, when children are not ill.
4. Scheduled doctor's appointments, which due to circumstances cannot be scheduled while off duty.

- C. The District complies with the Federal Family and Medical Leave Act of 1993, and all applicable state laws relating to family or medical leave.

### 11.3 Incentive For Not Utilizing STD

- A. If no shifts of STD are used in a calendar year, a bonus of 3 shifts of time will be paid out at the end of the year.
- B. If 1 shift is used in a calendar year, a bonus of 2 shifts of time will be paid out at the end of the year.
- C. If 2 shifts are used in a calendar year, a bonus of 1 shift of time will be paid out at the end of the year.
- D. If 3 or more shifts are used, no incentive is paid.
- E. The payout of any incentive will first be used to refill the STD hours up to the 2,189 bank limit. If incentive hours still remain after this, those hours will be paid out on the January check at the December 31<sup>st</sup> base pay rate.
- F. Any use of STD covered under FMLA or L&I will not be considered as time used for this incentive.
- G. Use of PFML (which is unpaid time by the District) will not be considered as time used for this incentive.
- H. Personnel hired or separating mid-year will have this incentive pro-rated. For example:
  - Hired 09.01.2024 Eligible for 33.3% of this benefit
    - If no STD used, receive 1 shift of time
    - If 1 STD used, receive .667 shift of time
    - If 2 STD used, receive .333 shift of time
  - Retires 06.15.2025 Eligible for 50% of this benefit
    - If no STD used, receive 1.5 shift of time
    - If 1 STD used, receive 1 shift of time
    - If 2 STD used, receive .5 shift of time

### 11.4 Payout of STD

- A. In order to receive the retirement benefit of STD payout, an exit physical needs to be completed within the twelve (12) months prior to their separation date, by a provider of their choosing, with a receipt or physician's note to the Human Resources substantiating the physical was completed.

1. 25% payout of STD bank
    - a. If you retire through DRS at age 53 or older, with 10-14 years of service
  2. 35% payout of STD bank
    - a. If you retire through DRS at age 53 or older, with 15-19 years of service
  3. 50% payout of STD bank
    - a. If you retire through DRS at age 53 or older, with 20+ years of service, OR
    - b. If you separate with 30 years of service, at age 50
- B. In the event an active employee passes away, the employee's STD leave shall be paid out as outlined above, based on years of service.
- C. In the event of a line of duty death, the beneficiary of the employee shall be paid out at 100% of any accrued and unused STD at the members current regular rate of pay.
- D. Catastrophic events that fall outside the parameters above, will be discussed between the District and Union on a case-by-case basis.

#### 11.5 Job Protection

- A. If you have less than 10 years of service, your position will be protected for one year.
- B. If you have more than 10 years of service, we will hold your position will be protected two years.
- C. In the event of a catastrophic injury or illness, the Local and the District shall promptly consult to review the circumstances surrounding the employee's condition. This consultation aims to explore and agree on appropriate actions to support the employee and maintain operational integrity. Both parties recognize the need for flexibility and the ability to make case-by-case decisions that may not be explicitly covered by existing policies or this Agreement.

#### 11.6 Shift Trades/Early Relief

- A. Shift Trades. Qualified employees shall have the right to exchange hours. The employee who is assigned to work as the result of a shift trade request shall be held responsible to work the traded time. This employee shall be entitled to all benefits afforded other members. Shift trade hours shall not constitute FLSA hours.

- B. Early Relief. Qualified employees are allowed to relieve another employee serving the previous shift prior to the actual scheduled starting time of the oncoming shift. This is entirely a voluntary practice on the part of the employees and shall not affect the compensable hours of work of the employee.

#### 11.7 Emergency Leave

- A. In the event of an emergency in the immediate family 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 PTO bank in the event the "emergency" does not qualify for STD leave.
- B. The employee shall return to work within two (2) hours or call the BC or Supervisor within two (2) hours to give an update on the situation.
- C. "Emergency" is defined as an event sudden in onset and unexpected, and which demands immediate action by the employee.

#### 11.8 Bereavement Leave

- A. 24 Hour Shift Employee – In the event of a death in the immediate family of an employee, the employee shall be granted up to two (2) shifts off with pay
- B. 40 Hour Week Employee – In the event of a death in the immediate family of an employee, the employee shall be granted up to 40 hours with pay.
- C. The immediate family shall be defined as
  1. the spouse or significant other
  2. children or step-children\*
  3. parents, step parents or parents-in-law\*
  4. brother, sister, or brother/sister-in-law\*
  5. grandchildren\*
  6. grandparents or grandparents-in-law\*

\*either through marriage or significant other

- D. Extended Family and Close Relationships – In the event of the death of an extended family member or an individual with whom the employee has a significant personal relationship, a request for bereavement may be submitted to the Fire Chief (with a copy to Human Resources) who will determine each scenario on a case-by-case basis.



## 11.9 Jury Duty/Witness Services

- A. Employees summoned for jury duty will be granted a sufficient leave of absence from employment. Twenty-four (24) hour shift employees are expected to return to work and complete their shift when not actually serving as a juror. (RCW 2.36.165)
- B. 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, or in the case of employees with previous emergency services employer(s), a previous employer. Employees scheduled to work will report for work when less than a scheduled work shift is required by such duties. Employees shall receive overtime if subpoenaed off duty to appear for work related proceedings.

## 11.10 Military Leave

- A. Any employee who is a member of the Washington National Guard, the Army, the Navy, the Air Force, the Marines or the Coast Guard of the United States, or any organized reserve or armed forces of the United States will be granted a leave of absence with pay not exceeding twenty-one (21) working days per year, beginning October 1 and ending September 30, in accordance with RCW 38.40.060.

For all personnel, one (1) day shall be calculated as one physical day for each day of their regular schedule (i.e., twenty-four (24) hour personnel, 0800 – 0800 or day personnel. Requests for leave shall be filed as soon as possible and shall be accompanied by a copy of the orders.

Employees attending monthly drills and extended drills (four (4) days or more) will submit an annual training schedule.

# Article 12 - Administration

## 12.1 Performance of Duty

- A. 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 STD call-in or any other form of

work stoppage or interference to the normal operations of the District during the term of this Agreement.

- B. 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.

## 12.2 Uniforms and Protective Clothing

- A. Upon and throughout employment, as defined in the Uniforms and Personal Protection Equipment Policy, the District shall furnish to each employee uniform items. Such items shall be replaced at no cost to the employee, based on fair wear and tear according to SOG.

## 12.3 Grievance

- A. Grievances are defined as disputes between the Employee (or Union) and the District to the interpretation or application of specific term(s) of this Agreement, or those disputes over discipline resulting in written reprimands, suspensions, demotions or terminations. Grievances shall be settled according to the following procedure.
- B. In the grievance procedure, the aggrieved employee shall have the right as guaranteed by RCW 41.56.080 to represent themselves or to be represented by a Union representative. In addition, the Union has the right, in its own capacity, to act as an aggrieved party in the grievance procedure. In the event the aggrieved party is an individual employee, the grievance procedure shall begin with Step 1. In the event the aggrieved party is the Union, the grievance procedure shall begin with Step 2, provided the Union initiates such proceedings by filing a written grievance within twenty (20) calendar days of the knowledge of the alleged grievance.
- C. Any grievance not brought or appealed by the aggrieved employee (or Union) within the prescribed time limits shall be considered resolved on the basis of the District's last response. A grievance not responded to by the District within the prescribed time limits shall permit the grievance to advance to the next step.
- D. A grievance shall be submitted in writing and shall contain the following information:
  - 1. A statement of the grievance and the facts upon which it is based;
  - 2. The date or dates of the alleged violation;
  - 3. A statement of the specific provision(s) of the collective bargaining

4. agreement alleged to have been violated;
  5. The manner in which the provision is alleged to have been violated;
  6. The specific remedy sought;
  7. The signature of the aggrieved employee.
- E. A grievance shall be processed in the following manner, except that time limits may be extended or waived by written mutual agreement of both parties.

#### STEP ONE

The grievant shall present the grievance to the immediate supervisor within twenty (20) calendar days of knowledge of the occurrence of the event giving rise to the grievance; provided, however, no grievance shall be filed for an alleged violation occurring more than ninety (90) calendar days after the alleged occurrence. The grievant shall meet and discuss the grievance with the supervisor who shall respond in writing, affirming or denying the grievance within twenty (20) calendar days of the meeting with the grievant.

#### STEP TWO

If the grievance is not resolved at Step One, the grievant shall submit it, in writing to the Fire Chief of the District or their designee. Within twenty (20) calendar days of the supervisor's written response, the Fire Chief shall, upon receipt, date the written form submitted. Within twenty (20) calendar days, or on a mutually agreed upon date, following receipt of the written form, the Fire Chief will schedule a meeting to discuss the issue(s). In attendance shall be one (1) person representing the Union, the grievant, the Fire Chief, and one (1) person designated by the Fire Chief. Following discussion of the issue(s), the Fire Chief shall direct a written response to the grievant(s).

The Fire Chief shall respond in writing within twenty (20) calendar days from the mutually agreed upon date; provided, however, that if the Fire Chief is unavailable at the time the grievance is submitted to Step Two, the time limit for the Fire Chief's response shall be extended an additional twenty (20) calendar days.

#### STEP THREE

If the grievance is not resolved at Step Two, the grievant with the consent of the Union may, within twenty (20) calendar days from receipt of the response in Step Two, appeal the grievance to the Board of Commissioners by filing written notice with the District Secretary. 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

If the grievance is not resolved to the satisfaction of the Union at Step Three, 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 District shall meet and attempt to agree on a neutral arbitrator. If unable to reach agreement, they shall request a list of seven (7) arbitrators from the Public Employment Relations Commission. Upon receipt of the list, the two (2) representatives shall meet within twenty (20) calendar days to alternately strike names until one (1) name remains. This person shall service as the sole arbitrator.

- F. The arbitrator shall have no power or authority to add to, subtract from or in any manner modify the terms of this Agreement, nor to determine any issue other than that submitted. The decision of the arbitrator shall be in writing setting forth the arbitrator's reasoning and shall be final and binding on all parties.
- G. The arbitrator's decision shall be made in writing and should be issued to the parties within thirty (30) calendar days after the hearing.
- H. Expenses and compensation for the arbitrator's service and the proceedings shall be shared equally between the parties; provided, however, each party shall be solely and completely responsible for all costs of preparing and presenting its own case. If either party desired 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.
- I. If an employee is given a directive by a supervisor which the employee believes to be in conflict with any provisions of this Agreement, the employee shall comply with the directive at the time it is given, and thereafter exercise their right to grieve the matter. The employee's compliance with such directive will not prejudice the employee's complaint with such a grievance, and such compliance will not affect the resolution of the grievance.

#### 12.4 Supplemental Agreements

- A. 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.

## 12.5 Seniority/Personnel Reduction

- A. In the 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. Employees will be rehired in the reverse order that they were laid-off. Employees shall lose all seniority in the event of a layoff after twenty-four (24) months. Employees on leave of absence for more than twelve (12) months shall not accumulate seniority during such absence. After forty-eight (48) months if the employee is still laid-off, the employee will lose re-hire rights.
- B. The District 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 date of hire. Where two (2) or more employees are hired on the same date, seniority shall be in accordance with the employee's overall test score on the entrance examination.
- C. Any officer that is reduced in rank due to a reduction of personnel or response apparatus, shall have first right of refusal at their previously held rank when the next promotion is available. In the event of multiple rank reductions, the above shall be in order of seniority of promotion (last demotion, first promotion).

## 12.6 Procedure for Changing Rules and Regulations

- A. If the District wishes to make a change in the District's Rules and Regulations, the District will notify the Union in writing of their intent. The Union will be given fourteen (14) days to review all such changes, and request bargaining pursuant to RCW 41.56. A request for an extension will not be unreasonably denied.

## 12.7 Termination/Resignation/Retirement Leave Buy-Out

- A. Should an employee voluntarily resign employment, the employee shall give the District advance written notice of not less than fourteen (14) days. In the event of failure to comply with the notice provisions of this section, the resignation shall be deemed a quit, and the employee shall forfeit all accrued leave. If an employee gives required notice and the District elects to have the employee leave prior to the fourteen (14) days, the employee shall be paid for the remainder of the fourteen (14) days and shall receive their accrued leave buy-outs.

- B. Employees shall be paid for any unused PTO (and STD if qualified under Article 11.4 (A)) on a pro-rated basis when they are permanently separated from employment, as provided for in this Agreement, unless discharged for gross misconduct.
1. Gross misconduct is defined as deliberate acts of violence, financially defrauding the District, murder, sexual assault, embezzlement, under the influence of illegal drugs or alcohol at work, or stealing from District employees. In the event an employee is subsequently found not to have engaged in gross misconduct (e.g. – jury finds not guilty), the District shall make the payout provided above.
- C. Mandatory Accrued Sick Leave Contribution  
The Employer shall, upon the employee's retirement from the Employer and on behalf of the employee, irrevocably contribute to the HRA account on a pre-tax basis, an amount equal in value to twenty-five percent (25%) of the payments that would otherwise be paid to the employee for unused sick leave under this Agreement. The remaining seventy-five percent (75%) of the accrued leave payout entitlement under this Agreement shall continue to be paid to the employee upon retirement.
1. No Individual Employee Election - The employee shall not have the option to receive a payout for the value of the accrued sick leave contributed to the HRA. In addition, the employee shall not have the option to contribute a larger or smaller percentage of accrued leave than the percentage indicated above.
  2. Remittance of Contributions - The Employer shall remit the above accrued leave contributions directly to the HRA for the duration of this Agreement. Those contributions shall be remitted directly to the custodian of the HRA within 30 days of the date the payment would have been payable to the employee.

## 12.8 Regional/State/Federal Mobilizations

- A. In the event that employees covered by this Agreement are assigned by the District to work at an incident where a regional, state or federal mobilization plan has been activated, those employees shall be compensated at their straight-time rate of pay for all normally scheduled work periods. For periods outside the normal work schedule, employees shall receive overtime at the rate of one and one half (1.5) times their regular salary for their assigned work period.

- B. Employees who choose to participate in any regional/state/federal mobilization as “Contract Employees” do so at their own risk, and agree to provide their own equipment, transportation and protective clothing. The District accepts no liability for such employees. Such employees are solely responsible to ensure that their scheduled duty shifts are filled by equally qualified District personnel, and at no expense to the District. Deploying as a contractor to regional, state or federal mobilizations requires Fire Chief approval ahead of deploying.
- C. State and DNR Mobilizations- Wildland Firefighting
1. Personnel who have been certified in Wildland Firefighting, and have successfully passed a pack test and obtained a “Red Card” are eligible for state and DNR deployments.
  2. Any members interested in deploying to state or DNR mobilizations shall be given the opportunity to obtain the proper training prior to the beginning of the wildland fire season.
  3. The District shall provide all necessary personal protective equipment for wildland and urban interface firefighting.
  4. Participation in state and DNR mobilizations is voluntary and mandatory overtime shall not be used in order to fill deployment requests.
  5. A state and DNR mobilization deployment bid shall be held no later than May 1<sup>st</sup> of every year for those members interested in deploying for the months of May-September.
  6. Bidding shall be done in order of seniority. Bidding for standby for potential deployments shall be done in week long increments (Monday – Sunday).
  7. There shall be three (3) positions available to bid each week. A primary and two (2) back-up positions.
    - a. Battalion or District/Division Chief – Primary and two (2) Back-up
  8. Each participating member may bid two (2) weeks at a time for a total of two (2) rounds. Any uncovered weeks may be filled by seniority on a first-come, first-served basis from those Chief Officers that qualify as Strike Team or Task Force Leaders.
  9. Personnel participating in the bid process may trade standby weeks by utilizing Telestaff trade request. Personnel that get deployed that have shift trades on the roster during the deployment period shall cancel or

resolve all trades, either trade working or trade off, for the duration of their deployment.

10. A Wildland Roster of personnel that Bid to voluntarily deploy to state and DNR mobilizations shall be maintained in TeleStaff for the months of May through September. Being listed on this roster is voluntary and does not constitute any type of standby compensation.
11. In the event two crews are requested, and staffing levels allow multiple personnel to be deployed in the same week, both the primary and the back-up positions may be deployed.
12. In the event none of the standby personnel are available to deploy on their selected week the overtime call-out process shall be utilized to fill the positions if possible.
13. Personnel that have been deployed for more than seventy (70) hours straight shall be given a minimum of twenty-four (24) hours off before returning to their regular work schedule.
14. Personnel shall be paid a minimum fourteen (14) hours of pay at their appropriate overtime rate on non-regularly scheduled days. Personnel shall also be compensated for all travel time.
  - a. The fourteen (14) hour rule shall also apply to personnel dispatched to an incident that turns into a mobilization. Hour for hour pay shall only apply for all time prior to event deemed mobilization.
  - b. For Labor and Industry purposes, any injuries/ illnesses contracted during a state or DNR mobilization deployment shall be deemed as "on the job" and covered by the District.

#### 12.9 Savings Clause

- A. 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.



#### 12.10 Parity Clause

- A. General Provisions – Any provisions that are identical in both this collective bargaining agreement and the agreement between the District and Local 726 Firefighters' Union, including but not limited to wages, benefits, and other terms and conditions of employment, shall automatically be amended in this agreement to reflect any changes made to the corresponding provisions in the Firefighters' collective bargaining agreement.
- B. Automatic Adjustment – In the event that the Firefighters' Union and the District negotiate and agree upon any changes to their collective bargaining agreement, such changes shall be automatically incorporated into this agreement, provided that the provisions in question are identical or substantially similar in both agreements.
- C. Notification and Implementation – The District shall notify the Union of any changes to the Firefighters' Union contract that impact provisions covered under this Article within sixty (60) days of such changes being agreed upon. The changes shall take effect in this agreement on the same date as they take effect in the Firefighters' Union contract unless otherwise agreed upon by the parties.
- D. Dispute Resolution – Should there be any dispute regarding the interpretation or application of this Article, such disputes shall be resolved in accordance with the grievance and arbitration procedures outlined in Article 12.3 of this agreement.

#### 12.11 Binding on Successors

- A. 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.

#### 12.12 Consolidation

- A. Should any future consolidations, mergers or contractual agreements occur with another District or jurisdiction, the District shall impact bargain with the Union per RCW 41.56.

#### 12.13 Term of Agreement

- A. This Agreement shall become effective January 1, 2025 and shall remain in full force and effect until and through December 31, 2027.

LOCAL 726, I.A.F.F. Chiefs Bargaining Unit

  
Aaron James (Nov 26, 2024 09:37 PST)

Aaron James, President

  
Adam Jackson (Nov 26, 2024 09:21 PST)

Adam Jackson, Vice-President

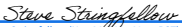
  
Shaun Cuthbert (Dec 2, 2024 11:08 PST)

Shaun Cuthbert, Secretary

CENTRAL PIERCE FIRE & RESCUE - BOARD OF COMMISSIONERS

  
Matt Holm (Nov 26, 2024 09:36 PST)

Chairman

  
Steve Stringfellow (Nov 26, 2024 09:55 PST)

Commissioner

  
Bob Willis (Dec 11, 2024 06:54 PST)

Commissioner

  
Dale Mitchell (Nov 29, 2024 07:48 PST)

Commissioner

  
Rich Coleman (Nov 26, 2024 10:15 PST)

Commissioner

Approved as to form and content:

  
Dustin Morrow (Nov 26, 2024 12:24 PST)

Dustin Morrow, Fire Chief

Reviewed by:



Suzi Washo, Human Resources Director



Tanya Robacker, Finance Director

## Appendix A – Healthcare Contract

Central Pierce Fire & Rescue ("District") and IAFF Local 726 ("Union") enter into the following agreement concerning healthcare coverage for IAFF Local 726 bargaining unit employees, their spouses, qualified domestic partners, and dependents. It is the goal of the parties that this agreement will provide a long-term frame work for bargaining unit healthcare coverage.

### Legal

- A. The District and The Trust will work together to ensure appropriate coverage for members and their eligible dependents. This will include notification concerning a change in an employee's eligibility status (termination of employment, unpaid leave status, etc.) determination of who will answer employee questions, and how best to explain coverage to new employees. Unless otherwise agreed, these tasks will be the responsibility of the Trust, the TPA, and/or the broker hired by the Trust. The Trust (and/or its TPA) will be responsible for managing employee demographic changes (birth of child, marriage, divorce, domestic partnership, etc.) These demographic changes must be reported to the district monthly to ensure appropriate premiums are remitted. Likewise, the District shall report any demographic changes, or employment status it becomes aware of, as soon as it is known.
- B. The Trust and the District will work together to provide to the employee and the taxing authorities appropriate tax reporting forms for any employees receiving benefits that are considered taxable or for developing procedures that allow the value of such Trust based medical coverage to be reported on IRS Form W-2 for participating employees. Where feasible, the District will report the value of any Trust provided coverage as part of its payroll reporting process, based on information provided by the Trust.
- C. If on-going reporting by the District is not feasible, and the Trust files quarterly federal tax returns for any related payroll taxes, the District shall fund the "employer" portion of any required payroll taxes (e.g., employer share of Medicare) associated with taxable medical, dental, and vision benefits, including those that may be payable with respect to a domestic partner coverage. In no event will the District be responsible for any required payroll taxes beyond what the District is currently responsible for. The Trust shall separately bill the District for any such payroll taxes that may be due. In the event that any tax or penalty is assessed to medical benefits borne from the Affordable Care Act or any other regulatory requirements, the district and the Union agree to meet and negotiate said taxes and/or penalties.

- D. In the event, any penalties, surcharges or taxes imposed upon the District that are directly related to the provision of Health Care Benefits under this Agreement (such as through PPACA), either the Trust will pay the penalty, surcharge or tax directly, or the District will pay and deduct that amount (other than employer portion of any required payroll taxes as referenced in 3. F.) from the Trust Contributions due the following month (or months).
- E. The Trust will comply with all applicable state and federal laws. Without limiting the foregoing, this includes the Washington State Privacy Act, HIPPA, COBRA, and PPACA. The parties acknowledge that the Trust was formed under Code Section 501(c)(9) and will be treated as a "union sponsored" benefit plan that is generally regulated under ERISA. Ongoing regulatory oversight will be provided by the U.S. Department of Labor under authority granted by Title 1 of ERISA.
- F. The District is not responsible (including fiduciary responsibility) for any of the actions of the Trust. The Trust will defend, indemnify and hold harmless the District from any and liability that relates in any way to the operation of the Trust or providing Health Care Benefits to Union members, their spouse, qualified domestic partners, and dependents. Without limiting the foregoing, the Trust will defend, indemnify, and hold harmless the District from any and liability relating to claims that are the responsibility of the Trust. In the event the Trust has insufficient assets to perform its obligations under this Agreement, the Union will defend, indemnify and hold harmless the District from any and all liability relating to the operation of the Trust.

### **Information**

- A. The District will be provided with a copy of an annual audit (if required) within one hundred and fifty (150) days of the end of each fiscal year of the Trust or within 30 days after such audit is filed with the U.S. Department of Labor as part of the Trust's annual Form 5500 filing.

### **Dispute Resolution**

- A. The parties will utilize binding arbitration in order to resolve any dispute between the Union and/or the Trust and District concerning the terms and provisions of this agreement. In the event of such a dispute, the parties will first attempt to mutually agree upon an arbitrator. In the event, no agreement is reached, the arbitration provisions contained in the bargaining agreement will be utilized to select the arbitrator. In any arbitration, the arbitration provisions of the bargaining agreement will be utilized to conduct the arbitration.

## Miscellaneous

- A. The District and the Trust (or its authorized agents or advisors) will work together in good faith to develop a strategy for communications with employees concerning the transition and plan administration, as well as the exchange of information necessary on an ongoing basis.

## Appendix B – Exempted Individuals to SOG 2.06

### **EXEMPTED INDIVIDUALS TO SPECIFIC PROVISIONS OF SOG 2.06 PROMOTED FROM NON-SUPPRESSION ELIGIBILITY LISTS PRIOR TO 2023**

The following individuals shall be allowed to remain in their current positions without regard to the changes in qualifications and eligibility lists for a specific duration of time and based on their choices each promotional cycle.

<b>Employee Name</b>	<b>Current Division</b>	<b>Position Held Prior to 2023 Changes</b>	<b>2023 Hard-Bar Testing Result</b>	<b>2025 Testing Eligibility</b>
Berdan, Kevin	P&E	AC - P&E	Lieutenant	Captain
Fox, Jesse	EMS	Captain – EMS	Lieutenant	Captain – Outside Division Assistant Chief – EMS Only

For the 2027 testing processes and beyond, each person may only test for the position that is one above the position they last held in the suppression division only if meeting the qualifications outlined in SOG 2.06.












# Chiefs 2025 - 2027 Contract FINAL

Final Audit Report

2024-12-11


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