



Local 2878

COLLECTIVE BARGAINING AGREEMENT

Entered into between

EASTSIDE FIRE & RESCUE

And

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO
LOCAL 2878**

BATTALION CHIEFS

JANUARY 1, 2021 THROUGH DECEMBER 31, 2026

****All economic terms shall be paid retroactive to January 1, 2021, except as stated below.**

PREAMBLE

This Agreement is entered into by and between, Eastside Fire & Rescue, hereinafter referred to as the "Employer", and International Association of Fire Fighters, AFL-CIO, Local 2878, hereinafter referred to as the "Union". The Employer is a nonprofit corporation, public body, and instrumentality of King County Fire Protection District No. 10 ("District 10"), Fire Protection District No. 38 ("District 38"), the City of Issaquah, the City of North Bend, and the City of Sammamish in accordance with the Interlocal Cooperation Act and Chapter 24.03 RCW.

It is the purpose of this Agreement to achieve, maintain, and support harmonious labor relations between the parties and with partner agencies. It is also intended to provide a means to handle labor relations, promote efficiencies, esprit-de-corps, safety, agreements, and routine business in a professional manner.

With this in mind, the parties commit to working together on labor relations issues in an environment of mutual respect, communication, and candor, while acknowledging the respective rights and responsibilities of the Employer and the Union.

This agreement covers only Battalion Chiefs. Though the Firefighters, Engineers, and Company Officers, and Support Staff employees are represented by the Union, they are covered by their own collective bargaining agreements with the Employer.

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ARTICLE 1 RECOGNITION OF BARGAINING UNIT

- 1.1 The Employer recognizes the Union as the sole and exclusive representative/bargaining agent of the full-time Battalion Chiefs.
- 1.2 When the Union and the Employer cannot mutually agree if a newly established classification or position should be included within this bargaining unit, either party may request a unit clarification from the Public Employment Relations Commission

ARTICLE 2 UNION MEMBERSHIP

Union Information Meetings

Pursuant to RCW 41.56.037, the Union will be afforded reasonable access to new bargaining unit members within the first ninety (90) days of placement in the bargaining unit for the purpose of presenting information about the benefits of Union membership. This presentation may occur during employee orientation or in a meeting with a Union Representative during the employee's regular work hours at their regular worksite.

2.1 Union Membership Obligations

- 2.1.1 Employees may choose to become a member of the Union at any time in accordance with internal Union policy

An employee's application for Union membership and/or maintenance of Union membership shall be satisfied by the following:

1. An offer by the employee to pay the regular initiation fee, regular dues uniformly required by the Union of its members, and any other fees required by the Union's internal policy;
 2. Submitting a signed Union payroll deduction authorization form to the Employer; and
 3. Complying with the terms contained in the Union dues authorization form.
- 2.1.2 During the term of this Agreement, the Employer shall deduct Union dues from the pay of each employee who voluntarily executes a payroll deduction authorization form.

When a payroll deduction authorization form is filed with the Employer, the signed payroll deduction authorization form will be transmitted to the Union. An employee may resign from union membership by submitting a written resignation to the Union, in accordance with the terms of the payroll deduction authorization form. Within five (5) days of receipt of a timely written resignation, the Union will notify the Employer to cease monthly deductions for that employee.

ARTICLE 3 MANAGEMENT RIGHTS

3.1 The Union recognizes the Employer has the obligation of serving the public with the highest quality of fire protection and emergency services efficiently and economically. The management and the direction of the workforce are vested exclusively in the Employer, subject to terms of this Agreement.

3.2 Administrative Rights

All matters not specifically and expressly treated by the language of this Agreement may be administered for its duration by the Employer in accordance with such policy or procedures as the Employer from time to time may determine.

3.3 Employer Operations

Except where limited by this Agreement, and as subject to the bargaining obligations imposed by RCW 41.56, the Employer reserves the right to manage operations at its discretion.

Examples of such rights include the right:

- A. To recruit, hire, assign, transfer, promote, and/or lay off employees;
- B. To suspend, demote, and/or discharge employees or to take other disciplinary action, except as otherwise expressly limited by this Agreement;
- C. To adopt rules for the operation of the Employer and the conduct of its employees.
- D. To determine the methods, processes, means, and personnel necessary for providing fire service, including the increase, or decrease, or change of operations or fire equipment, in whole or in part, the assignment of employees to specific jobs, the determination of job content and/or job duties, and the combination for consolidation of jobs and the setting of standards of performance;
- E. To determine work schedules and the location of the Employer headquarters and facilities;
- F. To determine the amount of voluntary job-related educational expenses to be reimbursed by the Employer, including tuition and other course or seminar fees, books, and travel beyond the education reimbursement policy currently in effect upon signing of this Agreement; and
- G. To control the Employer's budget.

3.4 Emergency Management Right

The Employer further reserves the right to take whatever actions are necessary in public health or natural disaster emergencies in order to assure the proper functioning of the Employer.

ARTICLE 4 NON-DISCRIMINATION CLAUSE

- 4.1 The Employer and the Union shall not unlawfully discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment because of race, color, religion, marital status, national origin, age, sex, sexual orientation, physical disability, membership in the Union, or other protected class status as defined by State or Federal law, provided however that violations of this Article shall not be subject to the grievance procedure if the aggrieved party or the Union initiates administrative or civil proceedings involving substantially the same allegations of discrimination, and provided further, that any grievance award based on this Article shall not be enforceable if the grievant or Union thereafter initiates such administrative or civil proceedings.

ARTICLE 5 HOURS OF DUTY

5.1 Twenty four (24) hour shift:

The normal working hours shall be from 0800 to 0800. The work schedule shall be: 24 hours on duty, 48 hours off duty, 24 hours on duty, 96 hours off duty with this cycle repeated, and the use of debit days.

5.1.1 Employees may work an alternate work schedule, with mutual agreement of Union and Employer.

At least one (1) hour shall be reserved for physical fitness per shift.

5.1.2 Debit Day - An additional twenty-four (24) hour period worked starting at 0800 and ending at 0800 the following day. To increase the average workweek, each Battalion Chief is assigned to work twelve (12) Debit Days annually. For FLSA purposes, the work period will be 16 days with an overtime threshold of 121 hours worked.

5.1.2.1 Vacation Coverage: At least nine (9) of the twelve (12) Debit Days for Shift Battalion Chiefs shall be scheduled to cover twenty-four (24) hour vacation shifts of other Battalion Chiefs.

5.1.2.2 Shift Battalion Chiefs shall be granted seventy-two (72) hours of Administrative leave with pay. This Administrative leave may be scheduled on three (3) of the Shift Battalion Chief's scheduled debit days annually in twenty-four (24) hour blocks, so long as the vacation coverage of 5.1.2.1 is met. Administrative leave must be used within the same calendar year in which it is granted and does not rollover from year to year.

5.2 Administrative Day Shift

The normal working hours for Administrative day shift personnel shall be from 0800 to 1700, Monday through Friday, not to exceed forty (40) hours per workweek, and to include a one (1) hour lunch period.

5.2.1 Employees working an Administrative Day Shift may work an alternate work schedule, with mutual agreement of employee and employer, such as but not limited to, four (4) ten (10) hour shifts per week.

5.2.2 The Employer supports telecommuting as a flexible work arrangement and allows supervisors to implement telecommuting arrangements for eligible employees. An Employer policy will be maintained to provide the parameters for equipment and/or working conditions for employees who telecommute.

There are two types of telecommuting, each requiring pre-approval from their Administrative Supervisor.

- Regular Telecommuting: The employee will have a pre-approved, established, predictable schedule.
- Occasional Telecommuting: The employee will telecommute sporadically, generally on an as-needed basis. (i.e., extremely inclement weather, pandemic).

5.3 Notice of Shift Change

Employees shall receive written notice of a shift change. Fourteen (14) calendar days of advanced notice shall be given when possible, or sooner by mutual agreement. This time limit may be waived at the discretion of the Fire Chief to necessitate shift adjustments caused by promotional appointments.

ARTICLE 6 OVERTIME AND CALL BACK

- 6.1 Overtime shall be defined as any hours or portion of hours worked beyond an employee's normally scheduled work hours.
- 6.2 Overtime shall be compensated at one and one-half (1 1/2) times the employee's Regular Rate of Pay as defined in Appendix E.
- 6.3 Overtime shall be computed to the nearest half-hour (1-30 minutes= 1/2 hour of overtime, 31-60 minutes= 1 hour of overtime).
- 6.4 In the event overtime is not the extension of or the beginning of an employee's shift, or is not for a task assignment, a minimum of two (2) hours of overtime shall be paid to the employee when the employee is requested or required to return to duty or involved in activities as defined in section 6.5. After the two (2) hours, overtime shall be paid in increments as defined in section 6.3 by the employer.
 - 6.4.1 Employees working outside their regularly scheduled shift in a telecommuting/remote/virtual capacity will be compensated at one and one-half times the employee's hourly rate computed to the nearest half-hour with a minimum of one (1) hour.
- 6.5 An employee shall be entitled to overtime pay when off shift and required to attend a meeting or training.
- 6.6 Employees working Suppression Overtime for fireworks display special events staffing on Independence Day will be guaranteed a minimum of twelve (12) hours.
- 6.7 ASSESSMENT CENTERS
 - 6.7.1 Employees serving as a representative of the Agency, for the purpose of participation in an outside Agency's Assessment Center, shall be entitled to shift coverage and/or compensation.
 - 6.7.2 If vacation was previously scheduled it may be canceled and hours credited back to the employee's bank.
 - 6.7.3 Employees shall receive their regular compensation if the assessment center falls on their regular shift and/or Debit Day. If not on regular shift or debit day, employees shall receive overtime compensation.
 - 6.7.4 In the event the employee is scheduled for regular duty and is serving an Assessment Center for multiple days, a reasonable attempt to return to duty for the remainder of the shift would be expected.
 - 6.7.5 All Assessment Center attendance shall have the approval of the Fire Chief or Administrative designee.

ARTICLE 7 WORKING OUT OF CLASS RESERVED FOR FUTURE USE

ARTICLE 8 EDUCATION INCENTIVES

8.1 The Employer shall pay a monthly premium equivalent to 2% of the First Class Firefighter Rate of Pay, as established in the Firefighter/Company Officer CBA, for a Bachelor's degree. The monthly premium begins the first month following official documentation submitted to the Employer of an accredited (accredited by the Northwest Commission on Colleges and Universities (NWCCU) or its regional equivalent) program, or as approved through consensus with Labor and Management.

8.1.1 Battalion Chiefs, employed by Eastside Fire & Rescue in October of 2017, and promoted before October of 2017 will continue to receive 1.75% for an Associate's Degree. The employee can only receive one Education incentive.

8.2 Education Reimbursement

Tuition reimbursement, which will have a maximum annual allowable amount of up to 15 credits per calendar year, shall be allowed for any approved accredited, graded, job-related degree program, based upon the following tuition payment schedule:

The Employer shall reimburse up to \$350 per credit hour (inclusive of all fees).

8.3 When staffing allows, employees may be allowed to attend approved educational classes, seminars, and/or schools that are job-related or part of approved degree programs, without being charged personal leave or vacation. This provision does not apply to the JATC program.

ARTICLE 9 WAGES AND DEFERRED COMPENSATION

9.1 The salary schedule shall be as set forth in Appendix A. Salaries shall be increased annually in accordance with the schedule set forth in Appendix A.

9.2 For the purpose of calculating the Base Hourly Rate of Pay, the Base Monthly Rate of individuals shall be multiplied by twelve (12) to obtain the annual salary, which shall then be divided by 2465 (2080 for employees working a forty (40) hour work week), which represents the annual hours scheduled. For Regular Rate of Pay and Overtime Rate of Pay, see Appendix E, Definitions.

9.3 Deferred Compensation

For 2021 and 2022, the Employer agrees to make a contribution in the amount of 3.5% of First Class Firefighter Base Monthly Rate of Pay, as established in the Firefighter/Company Officer CBA, per month, per employee into one of the Employer's deferred compensation programs chosen by the Employee.

Beginning January 1, 2023, the Employer agrees to make a contribution in the amount of four percent (4%) of the First Class Firefighter Base Monthly Rate of Pay, as established in the Firefighter/Company Officer CBA, per month, per employee into one of the Employer's deferred compensation programs chosen by the Employee.

Beginning January 1, 2023, the Employer agrees to make an additional matching contribution per month, per employee. The Employer matching contribution is a 100% match of an employee's elective payroll deferral, to a maximum of one percent (1%) of the First Class Firefighter Rate of Pay, as established in the Firefighter/Company Officer CBA.

9.4 The Employer shall maintain two (2) separate 457(b) options (Currently Randall & Hurley and the state DRS 457(b) plan) at least one of which will offer a loan program (see Policy 3518 for reference).

ARTICLE 10 PAYROLL DEDUCTIONS

- 10.1 Upon receipt of written authorization individually signed by a bargaining unit member, the Employer shall have deducted from the pay of such Employee, the amount of dues as certified by the Secretary or President of the Union and shall transmit the same to the Treasurer of the Union.
- 10.2 The Employer agrees to a maximum of eight charitable or political payroll deductions which have a uniform benefit to the Union members as a whole.
- 10.3 The Union will indemnify, defend, and hold the Employer harmless against any claims made, and against any suit instituted against the Employer, on account of any check-off of dues for the Union, payroll deductions, or lawful actions taken by the Employer in the enforcement of the provisions of Article 2 (Union Membership). The Union agrees to refund to the Employer any amount paid to it in error or on account of the check-off provisions upon presentation of proper evidence thereof.
- 10.4 The Employer agrees to allow employees a payroll deduction to pay 100% of the premiums for a disability policy for all employees covered by this Agreement.
- 10.5 The Employer is authorized to deduct from the pay of each employee the deduction required under RCW 51.16.140 so long as the mandatory employee contribution is required by law.

ARTICLE 11 LONGEVITY

11.1 The Employer shall pay a monthly Longevity premium equivalent to the corresponding percentage of the First Class Firefighter Rate of Pay, as established in the Firefighter/Company Officer CBA, for the employee who has completed the following schedule of years of service as a full-time employee with the Employer or as reflected in Appendix B.

Completion of:	Percentage of First Class Firefighter Rate of Pay
5 years	2%
10 years	4%
15 years	6%
20 years	8%
25 years	11%
30 years	13%

ARTICLE 12 MILEAGE ALLOWANCE

- 12.1 Employees, when pre-approved by the Employer to use their private vehicles on Employer business shall be compensated for mileage.

- 12.2 When employees are pre-approved by the Employer to use their private vehicle for job-related training that occurs outside of the Eastside Fire & Rescue boundaries, mileage shall be computed from actual miles traveled, but not to exceed mileage from 175 Newport Way NW (Issaquah, WA) to the training site and back.

ARTICLE 13 CLOTHING AND CARE

- 13.1 Uniforms and protective clothing shall be provided as described in Employer policy. Such items shall be replaced at no cost to the Employee, subject to a fair wear and tear policy.
- 13.2 The Employer shall provide laundering facilities for routine cleaning of clothing as provided for in this Agreement; some contaminated items may require special cleaning which will be provided.
- 13.3 Line personnel assigned to day shift (light-duty excluded) that are required to wear white shirts will be provided reimbursement for dry cleaning of shirts.

ARTICLE 14 INSURANCE BENEFITS

14.1 Medical and Dental Benefits

The Employer shall pay 100% of all medical and dental premiums for employees, spouses, state registered domestic partners, and dependents.

The Employer and the Union mutually agree the LEOFF Health and Welfare Trust Plan B shall be the medical insurance plan (includes vision) and the LEOFF Health and Welfare Trust shall be the medical insurance provider. Delta Dental Plan D purchased through Washington Counties Insurance Fund (WCIF) shall be the dental insurance provider. The Voluntary Employees' Beneficiary Association (VEBA) Third Party Administrator (TPA) and HRA VEBA debit card provider shall be BPAS.

Kaiser Permanente HMO (medical and vision) shall also be offered if the minimum required participants are met. Employees choosing Kaiser Permanente HMO shall pay any premium in excess of the current year's LEOFF Health and Welfare Trust Plan B rate.

14.2 Health Reimbursement Arrangement Voluntary Employees' Beneficiary Association (HRA/VEBA):

Annually, the Employer shall fund an HRA VEBA for each bargaining unit member as follows:

Employee with no spouse, state registered dependents: \$2,000

Employee with spouse, state registered domestic partner and/or dependents: \$4,000

The HRA accounts shall be held in a Voluntary Employees' Benefit Plan (VEBA) Trust, may be used for all IRS allowable expenses, and shall contain the following elements:

14.2.1 The annual HRA VEBA employer contribution shall be available for use by each employee for IRS allowable expenses by January 15th of each year. The Employer agrees to fund the annual HRA VEBA contribution for each bargaining unit member monthly with 100% funding to occur by July 1st of each year with no cap on accumulation. Accumulated balances plus interest shall roll over each year.

14.2.2 Individual HRA VEBA account funds shall roll over accumulated amounts as indicated above and shall include a survivorship option.

Employees separating from the Employer shall continue to have access to their HRA VEBA balance (until depleted) as provided in 14.2.2.

14.3 Medical Insurance Committee (MIC):

The MIC is a joint Labor/Management Committee of equal representation (currently 3 from Labor and 3 from Management) which oversees all sections of Article 14. The MIC

evaluates healthcare options, pricing, and usage. The MIC shall meet at least semi-annually or by mutual agreement and may propose alternative medical plan options using the following criteria:

1. Maintaining an effective and efficient healthcare plan;
2. Within the scope of the Employer's legal authority as a public employer;
3. Within the scope of the Union's responsibility to all bargaining unit members represented by Local 2878.

Such plan option(s) shall be evaluated jointly and bargained in good faith.

14.4 Benefits while on leave without pay or separation (within COBRA):

The Employer shall make available to the employee on leave without pay or separated from the Employer the current medical and dental benefits at no cost to the Employer, to the extent allowed under COBRA Law.

14.5 Benefits while on Disability Leave

The Employer shall provide employees on disability leave, pursuant to Article 18, the benefit outlined in Section 14.1.

14.6 MIC Review

In the event, the parties' negotiated health insurance carrier plans are discontinued or experience an annual cost increase of eight percent (8.0%) or higher (medical and dental evaluated independently), either the Union or the Employer may request an evaluation by the MIC. The joint MIC will evaluate and recommend options as a result. The evaluation shall be based on benefit options, pricing, and usage.

ARTICLE 15 TOBACCO USE

- 15.1 The Employer and the Union agree the use of tobacco products (cigarettes, cigars, chewing tobacco, etc.) is not compatible with a healthy fire service, reduces work efficiencies, increases health care costs, and is contrary to the goals of a comprehensive wellness program.
- 15.2 While on duty employees shall not use any tobacco products.
- 15.3 No tobacco products shall be used while on Employer managed properties or resources.
- 15.4 The Union and Employer encourage employees using tobacco to seek appropriate cessation treatment to become tobacco-free. In order to assist in the cessation of tobacco products, the Employer shall pay for one completed tobacco cessation treatment program (outside of provided health insurance) per employee (not to exceed \$900). The Employer may provide additional programs if it deems necessary.

ARTICLE 16 VACATION

16.1 ACCRUAL.

Vacation and leave in lieu of holidays shall be authorized to regular, full-time employees based on the following schedules:

Administrative Day shift employees:

	Hours	Shifts	Accrual Rate Per pay period	Max. Accrual Buffer	Maximum Accrual Max Cash Out
0-1 years	48	6	2.000	96	96
2-4 years	120	15	5.000	252	228
5-9 years	168	21	7.000	300	276
10+ years	216	27	9.000	420	396

Twenty-four (24) hour shift employees (Four Platoon):

	Hours	Vacation Days	Accrual Rate per Pay Period	Max. Accrual Buffer	Max Accrual Max Cash Out
0-1 years	96	4	4.000	96	96
2-4 years	228	9.5	9.500	252	228
5-9 years	276	11.5	11.500	300	276
10-14 years	324	13.5	13.500	348	324
15-19 years	372	15.5	15.500	396	372
20+ years	396	16.5	16.500	420	396

16.1.1 Employees shall accrue 1/24th of their authorized vacation and holiday leave credit each pay period, and the payroll process will debit for the vacation leave used during the pay period. (This is based on twenty-four (24) pay periods per year.)

16.1.2 Vacation benefits shall be accrued from the date of hire and the rate change shall be effective on the pay period of the employee's anniversary date, unless the anniversary date falls on the pay period, which shall then become the effective date.

16.1.3 Employees may have a greater amount of leave accrued than indicated in throughout the year, but shall be below the maximum accrual on December 31st of each year.

16.1.3.1 If employees are not authorized to take vacation leave due to circumstances beyond their control, the Fire Chief or Administrative designee shall authorize the employee an additional 120 days to use accrued vacation leave in excess of maximum accrual limits without loss of benefit. Accrual that exceeds the maximum authorized shall be adjusted on January 1st of each year. The overage may be converted to sick leave with Employer approval.

16.1.3.2 Frozen Maximum Accrual

At the end of 2018, all vacation banks over the maximum accrual indicated in 16.1 were “frozen” and considered the individual employee’s maximum accrual and maximum cash out for 16.3. This frozen leave amount was to be below the maximum accrual listed in the following table on December 31st of 2017.

As Employees use their frozen leave, the frozen max accrual amount will be reduced until it drops to the maximum accrual indicated in 16.1.

Frozen maximum accruals shall be afforded a buffer to ensure that the union leave bank identified in Article 21. does not force an employee to reduce their frozen max accrual. This buffer shall not count towards the termination payment identified in 16.3.

	Hours	Vacation Days	Accrual Rate per Pay Period	Maximum Accrual Buffer	Maximum Accrual Max Cash-out
0 – 1 year	96	4	4.000	96	(72) 96
2 – 4 years	228	9.5	9.500	(316) 252	(288) 228
5 – 9 years	276	11.5	11.500	(384) 300	(360) 276
10 – 14 years	324	13.5	13.500	(456) 348	(432) 324
15 – 19 years	372	15.5	15.500	(528) 396	(504) 372
20+ years	396	16.5	16.500	(564) 420	(540) 396

16.2 Leave Schedule

Vacation and Debit Days shall be scheduled no later than January 1 of each year. Change of leave shall be approved by the Fire Chief or Administrative designee.

16.2.1 Annual vacation leave may be changed after all leave is scheduled with agreement by both the Employee and Employer.

16.2.2 Employees may request additional vacation leave after January 1st of each year with the approval of the Employer.

16.3 Termination Payment

If permitted by State law, an employee's accrued vacation will be paid in one lump sum upon the termination of employment. The employee may elect to receive the vacation payout in up to five equal annual payments in lieu of a lump sum. Payment shall be at the affected employee's Base Hourly Rate of Pay except as provided in Article 36.1.7. Termination payment is capped at the max accrual hours listed in Article 16.1.

ARTICLE 17 HOLIDAYS

17.1 Administrative Day shift Employees

For employees scheduled to work the day shift, the holidays, as described in Section 17.1.1, shall be recognized and observed. Employees shall take their holiday when Headquarters is closed unless an alternative schedule is reached by mutual agreement of Employee and Employer.

17.1.1 Holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Day before or after Christmas

17.1.2 Administrative Day shift employees shall receive two (2) shifts of personal leave per year. A day shift employee's personal leave or holiday shall be defined as eight (8) hours of paid time off, or an equal number of hours of the employee's regular assigned shift (i.e., 10 hours of leave if the employee works 10-hour shifts).

17.2 All other employees receive vacation in lieu of holidays.

ARTICLE 18 SICK LEAVE

18.1 Non-duty Sick Leave

Employees whose retirement benefits are provided by State law under LEOFF II shall receive non-duty sick leave for sickness and injuries that are non-duty related pursuant to applicable State Law. Full-time employees shall have a bank of sick leave immediately upon employment and accumulate sick leave at the rate listed below in Section 18.1.1.

18.1.1 Maximum accrual hours may be exceeded during the calendar year and adjusted on January 1st of each year to reflect the maximum.

	First year bank	Accrual rate per pay period	Max Accrual
Day Shift employee	96 hours	5.000	1440
24 hour shift employee	144 hours	7.000	1440

18.2 Non-duty Sick Leave may be used for the following reasons:

1. Personal illness, injury, or incapacity of the employee to perform his/her duties;
2. Quarantine of the employee by a public health official; or
3. Doctor and/or dental appointments in case of an emergency, or as otherwise approved by the Fire Chief or designee.

Lawful Compliance and Reopener: If any provision of this Agreement or the application of such provision shall be held invalid or unlawful by a court of law, the remaining provisions shall remain in effect, and the parties shall promptly meet to re-negotiate the affected provision(s). In the event that the parties are unable to negotiate a replacement of the affected provision(s), the matter shall be resolved through interest arbitration.

18.3 Duty Related Disability

In the event of a duty related disability (On Duty Injury/Illness), for up to six (6) months for each new and separate duty related disability:

- 18.3.1 Vacation leave scheduled during Time-loss due to an On-Duty Injury/Illness (including retro-active to the first day of Time-Loss) shall be canceled.
- 18.3.2 Pre-scheduled shift trade working (shift trade-on) during time loss due to an On-Duty injury/illness shall be recognized as a regular Employee workday by the Employer.

18.3.3 Employees shall be charged leave (accrued sick leave, accrued vacation leave, etc.) for Time-loss due to an On-Duty Injury/Illness at the rate of 1/10 of work missed e.g., 2.4 hours charged per 24 hours missed.

18.3.4 LEOFF employees, on Time-loss due to an On-Duty Injury/Illness, shall accrue sick leave and vacation leave benefits as they normally would if not on Time-loss due to an On-Duty Injury/Illness.

18.3.5 The Employer shall continue to pay the employee's Regular Rate of Pay (i.e., the employee is kept whole and there are no other changes to the employee's wages, benefits, accruals, etc.) during Time-loss due to an On-Duty Injury/Illness.

Employee's Obligation: All L&I Time-Loss checks/amounts received by the employee for Time-Loss (relative to EF&R employment/Time-Loss) shall be submitted to the Employer within ten (10) business days.

18.3.6 Employees who need leave due to On-Duty Injury/Illness shall be placed on and charged sick leave until there is a determination of eligibility by L&I. If the employee's sick leave is depleted, the employee's vacation leave shall be transferred to sick to cover the hours. If the employee's vacation leave is depleted, the employee is absent without leave unless leave is received per Section 18.9.

18.3.7 In the event of a public health emergency, as declared by a state official or the federal government, employees may utilize PHEL in lieu of sick leave. Employees will follow normal procedures for reporting absences and must meet PHEL criteria stated in the Employer policy.

18.4 Notification When Unable to Report

Employees shall notify and provide reason to the on-duty Battalion Chief at least one (1) hour prior to the beginning of a shift if not able to report for duty due to reasons listed in Section 18.2.

18.5 Verification

The Employer may require an employee to produce a doctor's verification of the employee's need for absence from work if a pattern or practice of absence is noted. The doctor's verification may no longer be required if an employee shows no pattern or practice of absence for 12 (twelve) consecutive months, as approved by the Employer.

18.6 Sick Leave Benefits

A 24-hour employee who uses no more than 72 hours of non-duty sick leave, or a Day Shift employee who uses no more than 30 hours of non-duty sick leave during any one (1) calendar year (January through December) may choose one of the Incentive Options listed in 18.6.1:

18.6.1 Annual Sick Leave Conversion Incentive

Option 1: One (1) shift of accrued, unused sick leave converted to one (1) shift of vacation leave to be taken at the discretion of the employee upon approval of the Fire Chief or designee.

Option 2: One (1) shift of accrued unused sick leave converted to cash payment, at the employee's November 30th Base Hourly Rate of Pay in the calendar year for which the benefit is earned.

Option 3: Retain his/her sick leave balance.

18.6.2 Annual Pay Incentive for Excess Sick Leave Accrual

Employees who have accumulated 1440 non-duty hours of sick leave shall continue to accumulate sick leave at the normal accrual rate until the end of each year. On December 31st, all sick leave accumulated in excess of the maximum will be paid at fifty percent (50%) of the employee's Base Hourly Rate of Pay in effect as of November 30th in the year earned. This pay incentive shall be paid no later than the employee's first January paycheck.

18.6.3 Sick Leave Bonus

Employees who have accumulated 1440 hours of non-duty sick leave shall be eligible to receive an additional pay incentive in the form of a bonus. Eligibility for this sick leave bonus shall be based on the employee's use of non-duty sick leave hours in each calendar year. If eligible, the bonus shall be paid at the employee's Base Hourly Rate of Pay in effect as of November 30th in the year earned and it shall be paid no later than the employee's first January paycheck. Determination of an employee's eligibility to receive this bonus shall be made on December 31st. The bonus amount to be paid out shall be based on the following schedule:

Number of Unused Non-Duty Sick Leave Hours	Percentage Payout
73 or more hours	50%
48.1 to 72 hours	55%
48 hours or less	60%

Section 18.6.1 shall not apply to employees eligible under this section unless the employee opts to retain annual benefit options under 18.6.1 instead of 18.6.3.

18.6.4 Separation Payment: Employees who provide separation notice, via the required declaration in accordance with 18.6.4.4 shall receive compensation for their sick leave, to a maximum of 1440 hours. Sick Leave in excess of 1440 hours upon separation shall be compensated at 50% of the employee's Base Hourly Rate of Pay.

This Separation Payment shall be deposited into the employee's HRA VEBA or MERP Account in five (5) equal annual payments (unless a mutual agreement of employee and employer).

The payment amount shall equal the sum of the percentages in 18.6.4.1 and 18.6.4.2 multiplied by the affected employee's Base Hourly Rate of Pay (except as provided in Article 36.1.7).

Example: An Employee with an individual sick leave accrual compensation percentage of 50% and a workforce incentive of 25% would receive 75% cash value for unused remaining sick leave accrual.

18.6.4.1 Individual Incentive:

The individual incentive calculation percentage shall be based on the employee's previous 5-year average (immediately preceding retirement) of non-work-related sick leave use:

Example: June 30th retirement calculation is based on a July 1st to June 30th year.

48.0 hours or less = 50%
48.01 to 72.0 hours = 37.5%
72.0 hours = 25%

18.6.4.2 Workforce Incentive:

The workforce incentive calculation percentage shall be based on the previous five (5) calendar year average rounded to the nearest whole number (0.5 rounds up, 0.49 rounds down) of non-work-related sick leave use of the workforce:

48 hours or less = 50%
49-98 hours = 1% for every hour below 99
99 hours or more = 0%

For purposes of this calculation, for any year from 2021 onward, "workforce" refers to all Battalion Chiefs.

For any year prior to 2021, "entire workforce" means Firefighters, Engineers, Lieutenants, Captains, and Battalion Chiefs assigned to a twenty-four (24) hour four platoon shift schedule.

When performing this calculation for any Battalion Chief who has worked as a Battalion Chief for less than 3 years prior to retirement, the Workforce Incentive shall be calculated using the entire workforce of Firefighters, Engineers, Lieutenants, Captains, and Battalion Chiefs working a 24-hour platoon shift schedule,

pursuant to Article 18.6.4.2 of the Firefighter and Company Officer CBA.

Provision 18.6.4.2 is not retroactive to any BC who retired prior to January 1, 2022.

18.6.4.3 Workforce and Individual Five-Year Average:

2018 = The workforce and individual calculation shall be replaced with a percentage of 60%

2019 = 2018 actual for individual and workforce.

2020 = average of 2018 & 2019 actual for individual and workforce.

2021 = average of 2018-2020 actual for individual and workforce.

2022 = average of 2018-2021 actual for individual and workforce.

2023+ = previous five-year average for individuals and workforce.

18.6.4.3.1 The Employer and the Union agree that the intent of the individual and workforce incentive outlined in 18.6.4.1 and 18.6.4.2 is for average non-work related short-term injury and illness.

18.6.4.3.2 Should the Employer deny light-duty assignment to a qualified member with a non-work-related injury, the leave used while the employee is qualified for light-duty shall not count towards the workforce incentive.

18.6.4.3.3 The Union and Employer agree to determine whether injuries or illnesses in excess of thirty (30) calendar days should be excluded from either calculation.

18.6.4.4 Separation Notice:

To be eligible for the separation payment outlined in 18.6.4 an employee shall give notice of separation. The Employer shall provide the required declaration of separation documents and provide notice to the Employees each March 1 (with a submittal deadline of March 31) for a December 30 retirement and each September 1st (with a submittal deadline of September 30) for a June 29th retirement.

If separation notice is not provided no separation payment is due. Separation notice may be waived by the employer for extenuating circumstances. Separation notice may be waived for health-related separations, as determined by the employee's Attending Physician(s) and verified by an Employer IME.

In the event, the Employer fails meet its responsibilities, six (6) months' notice shall meet the intent of required notice.

18.7 Light Duty

18.7.1 Employees who incur a duty-related injury or illness shall be assigned to light duty (as outlined in State Law - Disability Leave Supplement for LEOFF - Employee to Perform Light-Duty Tasks) if appropriate work is available and subject to the approval of the attending physician and the Employer.

18.7.2 Employees assigned to light-duty shall be transferred to an administrative day shift.

18.7.3 When an employee is unable to perform regular duties due to a non-duty related injury or illness, and the appropriate alternative work is available, the employee may request assignment to light duty tasks, subject to the approval of the attending physician and the Employer.

18.7.4 Employees assigned to light-duty shall accrue sick leave and vacation benefits. The 14-day notice period referenced in Section 5.4 shall not apply.

18.8 Transferring Vacation or Sick Leave

Employees shall have the ability to transfer vacation or sick leave from their accrued banks to another employee's sick leave bank by the agreement of both employees, and approval of the Employer, if the receiving employee's sick and vacation banks are depleted.

18.9 Death Benefit

Should an employee death occur while employed by the Employer, the employee's sick leave bank will be paid out at 100% to their benefactor.

ARTICLE 19 BEREAVEMENT LEAVE

19.1 In the event of death in the employee's immediate family, the employee shall be granted bereavement leave without loss of pay as noted below in Section 19.1.1 (per occurrence).

19.1.1 Prior Approval

The amount of bereavement leave shall be determined by the Fire Chief or Administrative designee after considering the circumstances, including the location, identity of the relative, date of the services, and other relevant matters.

19.1.2 Day shift employees: one (1) to five (5) shifts
24-hour shift employees: one (1) to three (3) shifts

19.2 Additional Leave

If travel time is required, the employee shall be granted additional shifts without pay or on vacation status at the discretion of the Fire Chief or Administrative designee.

19.3 Family Members Identified

19.3.1 Family members shall be defined as spouse or state registered domestic partner, children (including a child for which an employee functions in loco parentis) step children, grandchildren, step-grandchildren, mother, father, stepparents, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, or grandparents-in-law.

19.3.2 Other family members approved by the Fire Chief or Administrative designee may be allowed the same time off as identified in 19.3.1 but shall use accrued sick or vacation leave.

ARTICLE 20 WORK STOPPAGE

- 20.1 The Union agrees there shall be no strikes, slowdowns, stoppages of work, or other organized disruptions of the Employer's operations. The Employer agrees there shall be no lockout of the employees.

ARTICLE 21 UNION BUSINESS

- 21.1 The Employer shall furnish space for Union bulletin boards for each station an employee is assigned. Said boards are to be used exclusively for Union-related material. Said boards are to be a maximum of three (3) feet by four (4) feet and of a design mutually agreed upon by the Employer and the Union.
- 21.2 The Employer shall allow the use of Employer facilities for Union meetings and related business.
- 21.3 The Employer shall afford Union representatives a reasonable amount of time, while on non-emergency duty, to consult with appropriate management officials and/or aggrieved employees, provided the Union representatives and/or aggrieved employees contact the Fire Chief or the Fire Chief's administrative designee to indicate the general nature of the business to be conducted, and request necessary time without undue interference with assigned duties. Union representatives and employees shall guard against excessive time in handling such responsibilities.
- 21.4 The Employer agrees to establish and maintain a Union leave bank to allow time off with pay for a union officer or appointed representative to attend IAFF or WSCFF sponsored conferences conventions, and/or seminars. Union leave for other situations may be approved by the Union President or designee, and the Fire Chief or Administrative designee.
- 21.4.1 On January 1st of each year, the Employer shall remove vacation leave from each bargaining unit member's vacation bank. The Union President shall notify on or about December 15th of each year of the amount of leave to be removed:
- Up to four (4) hours of vacation leave for 24-hour shift employees. Up to two (2) hours of vacation leave for day shift employees.
- The above total hours shall be converted to a cash value at the employee's Regular Rate of Pay and be utilized to recover the cost of an absent employee. When the bank is utilized, it shall be charged at the user's Regular Rate of Pay. Union leave may be used in addition to the already scheduled daily staffing.
- 21.4.2 Notification of time off for Union business shall be given to the Fire Chief or Administrative designee in writing, signed by the Union President of Local 2878 or designee, at least three (3) calendar days in advance of such time off.
- 21.4.3 Upon depletion of the Union leave bank, the Employer shall be reimbursed by the Union for all costs associated with Union leave approved by the Fire Chief or Administrative designee, and the Union President.
- 21.5 Up to three (3) members of the Union's negotiating team shall be allowed time off with full pay for all meetings between the Union and the Employer for negotiating the terms of the contract when such meetings take place at a time during which such members are on duty.

ARTICLE 22 SAFETY

- 22.1 The Employer and its employees shall comply with (Washington Industrial Safety and Health Act), WAC 296-305 (Safety Standards for Firefighters), and all other applicable state and federal laws. The Employer shall not require an employee to work in conditions that do not comply therewith. Conditions of work, which are felt to be in violation of these rules, shall be reported by its employees to the supervisor as per WAC 296-305 (Employee's Responsibility).
- 22.2 There shall be a minimum of two (2) representatives from IAFF 2878 who are employees of the Employer to serve on the Safety Committee. These representatives shall be compensated and allowed to attend Employer safety meetings and Employer safety hearings.
- 22.3 The Employer will provide audiometric testing once every three years as part of a hearing loss prevention program. The Employer agrees that no Employee shall be required to fill out or sign any disclosure documentation prior to testing or receiving results. The purpose of the testing is solely to assist employees in hearing retention.
- 22.4 The Employer and the Union agree that the Peer Support Team (PST) functions as a support and debriefing resource for employees and their families. The PST provides support to personnel experiencing personal and work-related stress. It also provides support during and following critical or traumatic incidents resulting from the performance of duty.
- 22.5 The Employer will provide an annual LifeScan Public Safety Physical Exam to each member. The exams will be scheduled on duty. Employees may decline the LifeScan exam, use their personal healthcare professional for an annual physical exam, or have no annual exam.

Employees will provide their Employer-provided health insurance card at the time of the LifeScan exam. The Employer agrees that the employee will not have to pay anything out of pocket for the LifeScan exam. The Employer will pay for all LifeScan exam expenses not covered by the Employer-provided healthcare plan.

ARTICLE 23 DISCIPLINE

23.1 Cause

No employee shall be demoted, disciplined, or discharged without Just Cause.

23.1.1 Promoted Employees

During the probationary period of one (1) year, which commences upon appointment to the higher rank, employees promoted may be reduced to their previous rank held before promotion.

23.1.2 New Employees

Newly hired employees, while serving a probationary period of one (1) year, may be terminated without the right of appeal to the grievance procedure herein.

A lateral Battalion Chief shall be subject to a one (1) year probationary period, which shall begin upon their hire date.

23.2 Representation

The employee shall have the right to be accompanied and represented by the Union and/or the Union's legal counsel at any investigatory meeting, Loudermill hearing, and at every stage in the grievance procedure.

23.3 Appeal

A non-probationary employee who claims to have been unjustly disciplined, demoted, or discharged shall be entitled to submit a grievance in the grievance process.

23.4

In the event that an Employee is placed on administrative leave with or without pay, the Employer shall provide a written notice to the Employee as to the cause and anticipated duration of the leave.

ARTICLE 24 EASTSIDE FIRE & RESCUE

- 24.1 District 10 and District 38 (the Districts), and the City of North Bend, the City of Sammamish, and the City of Issaquah (the Cities) have delegated to, and Eastside Fire & Rescue accepts, all retirement system obligations of the Districts and the Cities with respect to the employees covered by this Agreement. Eastside Fire & Rescue shall participate in the public employee retirement systems of the State in which the Battalion Chiefs employed by the Employer participate.
- 24.2 The Employer agrees on behalf of the Cities and the Districts that if the Employer lays off any employees as a result of the withdrawal of any of the Districts or Cities from Eastside Fire & Rescue, the withdrawing City or District shall be responsible for payment of accrued employee benefits, the continuation of employee benefits required by law and unemployment compensation for a period not to exceed five (5) years. For purposes of this paragraph, “employee” means an individual whose employment with Eastside Fire & Rescue has been terminated as a direct result of the City or District withdrawing from Eastside Fire & Rescue. If the withdrawing City or District establishes its own fire department upon withdrawal, the Employer agrees that the City or District shall collectively bargain with the Union and assume employment of laid-off employees. The Employer agrees that employment with the withdrawing City or District shall fall under this CBA. Upon expiration of the CBA, the withdrawing City or District and the Union shall re-negotiate. If the withdrawing City or District contracts for service with another entity, the City or District shall collectively bargain with the Union and transition employment of laid-off employees to the new entity providing service.
- 24.3 If the Interlocal Agreement governing Eastside Fire & Rescue expires, including automatic renewals thereof, the following rules shall apply:
- Any City or District that establishes a new fire department upon expiration of the Interlocal Agreement shall collectively bargain with the Union and assume employment of laid-off employees of Eastside Fire & Rescue. Employment with the City or District shall fall under the CBA negotiated between Eastside Fire & Rescue and the Union. Upon expiration of the CBA, the City or District and the Union shall re-negotiate. Any City or District that contracts for service with another entity upon expiration of the Interlocal Agreement shall collectively bargain with the Union and transition employment of laid-off employees to the new entity providing service.
- 24.4 The Union’s right to enforce the foregoing obligations in this Article is in addition to any other right or remedy the Union or any Employee has under the law.

ARTICLE 25 GRIEVANCE PROCEDURE

Both parties recognize the importance of good labor relations and the desirability of settling grievances promptly and fairly. In the interest of good employee relations and morale, the following procedure is outlined. To accomplish this, every effort will be made to resolve the complaint or grievance at the lowest level possible.

The Union will be unimpeded and free from restraint, interference, coercion, discrimination, or reprisal in seeking resolution of their Grievance.

Time restrictions herein may be waived by written consent of both parties at any step of the grievance procedure.

It is a declared objective of the parties to encourage prompt and informal resolution of employee complaints as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of complaints.

Definitions:

Grievance - an issue raised by the Union relating to the interpretation, application, or violation of the employee's rights, benefits, or conditions of employment as contained in this Agreement.

Negotiation - shall mean a process to settle a dispute related to contract or other labor issues between a labor representative and management representative.

Mediation - shall mean a process to settle a grievance that requires a neutral third party to facilitate a process whereby both parties of the dispute can attempt to work on a mutually satisfying solution of the grievance.

Arbitration - shall mean a process to settle a grievance that could not be resolved through a mediation process or other means. Arbitration is where a neutral third party(s) determines whether the contract has been violated and, if so, what shall be the appropriate remedy after both parties present evidence related to the issue. The arbitrator shall make the final decision related to the issue. The arbitrator's decision shall be binding on both parties.

Fire Chief - shall mean Fire Chief of the Employer or the Fire Chief's Administrative designee.

Supervisor - shall mean the first level of supervision outside the scope of the bargaining unit.

Receipt - When either party delivers correspondence either in person or electronically to the specified designee, and the specified designee acknowledges it has received the correspondence.

Pre Grievance Step:

If a dispute arises out of or relates to this Agreement, or breach thereof, the employee shall submit, within fourteen (14) calendar days of the knowledge of the occurrence, in writing to the Union, on a provided form, all relevant facts involving the alleged grievance along with the remedy sought. The Union, upon receiving the written and signed statement from the employee, shall determine if a grievance exists. If the Union determines a grievance has merit, then the

Union shall submit the grievance to Step 1. If the Union determines the grievance does not have merit, no further action is necessary.

The Union may also facilitate the dispute per Article 27 Labor Management Committee if the Employer concurs. The parties agree to try in good faith to settle the dispute. If no settlement is reached within ninety (90) calendar days, the grievance will proceed to Step 1. If the dispute is brought to Labor Management, the twenty eight (28) calendar day time restriction to move to Step 1 will be waived if submitted within twenty eight (28) calendar days from the knowledge of the occurrence of such Grievance.

The Union also retains the right to file a grievance on its own, or on behalf of one or more affected employees, beginning at Step 1.

Step 1: Grievance Review

A written notice of a grievance, to include the provided form, facts of the alleged violation, the section of CSA or practice violated, and remedy sought by the Union, shall be presented to the Fire Chief within twenty eight (28) calendar days from the Union's knowledge of the occurrence of such grievance.

The Fire Chief shall gain all relevant facts, and attempt to resolve the matter. The Fire Chief shall notify the Union representative of the decision within twenty eight (28) calendar days after the day the grievance was presented to the Fire Chief. If the grievance is not pursued to Step 2 within twenty eight (28) calendar days of the receipt of the decision, it shall be deemed resolved.

The Union and Employer may agree to meet at any time during Step 1.

Step 2: Appeal to Fire Chief

The Union and Employer shall meet within twenty eight (28) calendar days of the Fire Chief's notification that the Union has moved the grievance to Step 2, and attempt to resolve the grievance prior to moving to Step 3. If the grievance is not pursued to Step 3 within twenty eight (28) calendar days from the conclusion of the meeting(s), it shall be deemed resolved.

Step 3: Mediation

The Union may initiate mediation by filing with the Fire Chief, a written request for PERC mediation. The request for mediation shall contain a brief statement of the nature of the dispute and the names of all parties including those who will represent the parties.

Alternately, the Union and Employer may mutually agree to request a list of mediators from the American Arbitration Association (AAA). The parties shall request a list of nine (9) mediators. Within fourteen (14) calendar days following receipt of the list from AAA, the parties shall meet to select a mediator. If the Union and the employer cannot mutually agree upon a mediator then the Union and the employer shall take turns in striking names from the list until one remains. A coin toss shall determine who goes first.

If both sides still cannot agree to a resolution of the grievance after mediation, the Union may proceed to Step 4, within twenty eight (28) calendar days from the last day of mediation.

The Union and Employer may mutually agree to bypass Step 3: Mediation.

Step 4: Arbitration

The Union may initiate arbitration if the mediation process fails or if the parties mutually agree to bypass Step 3 by filing with the Fire Chief, a written request for arbitration pursuant to the rules below. The request for arbitration shall contain a brief statement of the nature of the dispute and the names of all parties including those who will represent the Union.

Appointment of an Arbitrator - A single arbitrator shall be chosen. A list of three impartial arbitrators shall be presented by each side from individuals outside the organization. The process to select the Arbitrator shall be by mutual agreement by both parties.

If the Union and Employer are unable to select an arbitrator by this method, the Union shall petition the AAA or FMCS for a list of impartial arbitrators. Within fourteen (14) calendar days following receipt of the list from AAA or FMCS, the parties shall meet to select an arbitrator. The Union and the Employer shall take turns in striking names from the list until one remains. A coin toss shall determine who shall strike first. Alternately, the Union and Employer may mutually agree to request PERC appoint an arbitrator from its Dispute Resolution Panel.

The Arbitrator and parties shall adhere to the AAA Labor Arbitration Rules or PERC rules as applicable.

Expenses

Each party shall equally share in expenses of the arbitrator and court reporter, if any, unless they agree otherwise. Each party will bear the cost of their representatives or any witnesses appearing on their behalf.

ARTICLE 26 REDUCTION IN FORCE

26.1 In the event it becomes necessary, reductions in force shall be determined by the Employer by classification (i.e., Captain, Lieutenant, Engineer, and Firefighter).

26.2 Procedure

Layoffs shall be conducted by seniority within classification; the employee with the least time in classification, by date of promotion within rank, shall be laid off first.

26.2.1 A laid off employee may bump a less senior employee in a lower paid classification within the Firefighters and Company Officers bargaining unit. For an employee who has been reduced in rank or classification their seniority shall include time spent in the higher rank(s) or classification(s).

26.2.2 The affected employee, the Union, and all employees subject to possible bumping shall be notified no less than ninety (90) days in advance of any personnel reduction. The employee shall notify the Fire Chief or the Fire Chief's Administrative designee in writing within seven (7) calendar days from the initial date of notice of the employee's intent to exercise the right to bump an employee in a lower class.

26.3 Recall

26.3.1 An employee shall have recall rights to the same classification, or a lower classification for which the employee is qualified to do the job, within five (5) years of the date of layoff. Recall shall be in reverse order of layoff. All employees recalled, shall be required to meet the requirements of the Employer's return to work policy, which shall address the medical, physical, Physical Capability test, essential elements of the job, etc.

26.3.2 Laid off employees shall maintain a current address with the Employer for purposes of recall notification. Failure of receipt of notification due to failure to maintain a current address with the Employer shall release the Employer from its obligation to recall the employee. Such failure shall be evidenced by failure to respond to the letter of notice, to be sent by registered mail, return receipt requested, within fourteen (14) calendar days of first notice by the Post Office.

ARTICLE 27 LABOR/ MANAGEMENT COMMITTEE

27.1 Members of Committee

There shall be a Labor/Management Committee composed of up to three (3) management representatives appointed by the Fire Chief and up to three (3) members of the Union appointed by the Union President. The Labor/Management Committee shall meet at least quarterly.

27.2 Committee Authority

The Committee shall function in a representative capacity. The Committee shall deal with matters of general concern and contract clarification as opposed to individual complaints of employees. Either party may request a meeting of the Labor/Management Committee. The initiating party shall submit a proposed agenda to the other party.

ARTICLE 28 SAVINGS CLAUSE

- 28.1 If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 29 PERSONNEL FILES

- 29.1 Subject to State and Federal law, the Employer agrees the contents of the employee's personnel file (paper or electronic) shall be kept confidential and shall restrict the use of any information contained in the file to internal use within the Employer, unless otherwise agreed to by the employee.
- 29.2 Employees shall be allowed to view, in its entirety, their personnel files by appointment with the Employer at a mutually convenient time. The employee shall also be allowed to obtain a copy, in whole or in part, any information contained in their file on an annual basis.
- 29.3 The employees shall have the right to allow members of the Union executive board, or their designee, to view their file on their behalf. The employee shall be required to submit a release form to Human Resources for maintaining personnel files.
- 29.4 Employees shall be allowed to enter into their file comments or information that reasonably rebut or clarify information in the file relating to reprimands, demotion, discipline, or investigations.
- 29.5 Any information relating to discipline or demotions shall have a pull date assigned to the document prior to filing. Commendations shall remain in the file. Letters of discipline, without penalties, shall have a pull date of two (2) years. Discipline, with penalties, that may include time off without pay shall have a pull date of five (5) years. All pull dates shall commence from the date of the alleged violation.
- 29.6 Employees may submit a request to Human Resources that there is information (including investigations that may be attached to discipline) in their file that is beyond the pull date. After receiving their request, the originals and any copies of all information related to the event or occurrence or activity, including the request to pull, shall be pulled from the employee's file and returned to the employee in its entirety within ten (10) working days of the Employer's receipt of the request and the approval process completed, unless the Employee is currently under investigation, in which case the file is locked/frozen, pending the completion of the enhancement process.
- 29.7 Nothing contained in this article shall restrict the employee's right to use the grievance process, or the Union's statutory right to receive information necessary and relevant to its collective bargaining responsibilities and duties.

ARTICLE 30 COURT LEAVE AND JURY DUTY

- 30.1 The Employer agrees to pay employees for the period of time, including driving time for which they are required to appear before a court, judge, justice, magistrate, attorney, inquest or other function of the court as a plaintiff, defendant, or witness as a result of an incident that occurred during the performance of their duties. If the said time period falls during the employee's normal work period, the employee shall be compensated as if they had worked these hours. If the employee is not scheduled to work, the employee shall be compensated at the overtime rate of pay.
- 30.2 Employees required to serve on the jury of a federal, state, or municipal court, will be allowed up to two (2) weeks paid leave for such jury duty. Service as a juror beyond two (2) weeks will be on a basis of unpaid leave. Employees subpoenaed to appear in court as a witness, or as a party to an action, not involving Employer business, will be allowed unpaid leave for which the employee may substitute accrued vacation leave. Employees upon receiving notification to report to serve on jury duty or when subpoenaed, must immediately notify the shift Battalion Chief or supervisor (if on Day Shift).
- 30.3 Employees who serve on jury duty will receive their regular rate of pay for up to two (2) weeks provided they submit to the Employer any compensation received for such duty. Paid leave from Employer for jury duty will not include driving time or mileage. Compensation received by employees as specific reimbursement for travel expenses by a court will be refunded to employees by the Employer, if such compensation was included in the compensation submitted to the Employer.
- 30.4 Employees excused from court or jury duty during the hours they are regularly scheduled to work must notify the shift Battalion Chief or supervisor (if on Day Shift) immediately and may be required to report to work if the circumstances are reasonable.

ARTICLE 31 SHIFT TRADES

- 31.1 Employees of rank of Captain and above shall have the option to trade shifts or portions of Battalion Chief shifts. Shift trades are an agreement between employees done on a voluntary basis. The employee participating in a shift trade shall be entitled to all benefits afforded to on duty employees.
- 31.1.1 Shift trades are intended to incur no cost to the Employer.
- 31.1.2 Shift trade hours shall not constitute hours for calculating FLSA.
- 31.1.3 The Employer shall have no obligation to keep records of shift trades.
- 31.1.4 The employees, with the concurrence of the Fire Chief or Administrative designee, shall be responsible for arranging and carrying out a shift trade.
- 31.2 All shift trade documentation shall be completed before the trade using the agreed upon electronic process. The Fire Chief or Administrative designee shall approve such shift trades, provided the trade does not cause overtime at the time of the request.
- 31.2.1 Once the shift trade documentation or electronic process is completed and approved, the shift trade is protected from cancellation and the shift then becomes the responsibility of the employee accepting the trade. If both employees agree, a trade may be cancelled at any time.
- 31.2.2 An employee who agrees to a shift trade and subsequently fails to complete the trade shall be held responsible for the hours agreed to, as follows:
- 31.2.2.1 An employee who fails to report for an agreed upon shift trade shall be charged the equivalent incurred cost of the Employer for replacement out of their vacation bank in hours (i.e., overtime replacement twenty-four (24) hours equates to thirty-six (36) hours vacation) at a rate of 1 1/2 hours for each hour not worked. If no overtime is incurred, then the employee will be charged vacation leave at the regular rate.
- 31.2.2.2 An employee who calls in sick prior to an agreed upon shift trade shall be charged the equivalent of the cost incurred to the Employer for replacement out of their sick leave bank of hours (i.e., overtime replacement of twenty-four (24) hours equates to thirty-six (36) hours sick leave) at the rate of 1-1/2 hours for each hour not worked. If no overtime is incurred, the employee will be charged sick leave at the regular rate. An employee without sufficient sick leave to cover the equivalent cost shall have the commensurate hours taken from their vacation bank.
- 31.2.2.3 If an employee is responsible to work a trade, and subsequently goes on a disability or other approved FMLA or emergency leave,

the employee shall be charged from their leave bank as if they were working their normally assigned shift.

- 31.3 If an employee becomes sick or disabled while in the performance of a shift trade obligation and leaves work, sick leave shall be charged to that individual as described in Article 18 - Sick Leave.
- 31.4 Employees working a shift trade, and a bereavement event occurs, the employee working the shift trade would follow Article 19.
- 31.5 Employees may be allowed to relieve another employee prior to the end or the beginning of the shift.

ARTICLE 32 PROMOTIONAL STANDARDS

32.1 All promotions into the Battalion Chief's bargaining unit shall be made solely on merit, efficiency, educational requirements, and fitness by open competitive examination among Union members. Examinations shall be free from bias and be proper under the rules. Examinations shall objectively and comprehensively test for qualifications for the position. A description of the topics to be covered by each examination shall be discussed with and provided to the Union and posted not less than sixty (60) days prior to the examination.

32.2 Unless mutually agreed, Battalion Chief examinations shall be conducted by the assessment center method which shall include, but not be limited to, a minimum of four (4) topics: Employee Challenge, Citizen Challenge, Tactical Challenge, and a Spot Topic presentation.

Identical scoring shall be deemed by seniority.

The Union may designate an observer for each topic, at no cost to the Employer, to observe the promotional examination process. The observer shall be equal or greater rank than that of the position being tested. The Union observer shall not disrupt the examination process. For each examination, the Employer shall be obligated to ensure the examination is impartially administered.

32.3 All promotions within the bargaining unit shall follow Policy 2407. A promotional list shall be valid for two (2) years. If there are insufficient numbers of candidates, or in the event the internal candidates fail the process, Labor and Management shall meet to consider allowing others (including non-Employer employees) to test for the position.

32.4 The anticipated number of vacancies to be filled shall be agreed upon by the Employer and the Union prior to the examination. In the event two or more candidates have identical scores, the candidate with the greatest seniority shall be deemed highest scoring. All open vacancies at the time of the testing process shall be filled within thirty (30) days following the completion of the testing process.

32.5 Only candidates who receive a combined final score of 80% or higher will be considered for promotion. Candidates are entitled to written and/or oral feedback upon request; such feedback shall identify deficiencies, scores, and areas for improvement.

32.5.1 The Fire Chief shall select from the top three (3) qualified candidates. Upon request from a skipped candidate, the Fire Chief will verbally explain their rationale for skipping that candidate. Skips are not subject to the grievance procedure.

ARTICLE 33 RESERVED FOR FUTURE USE

ARTICLE 34 MERGERS AND LATERAL HIRES

- 34.1 The Employer may enter into contractual services, mergers, and/or consolidation arrangements with other agencies, municipalities, and/or fire protection agencies. The Union shall be contacted early in the planning process of any such arrangement, discussion, contract, etc. in order to discuss potential bargaining issues, concerns, and/or representation issues that may arise as a result.
- 34.2 In the event of any action as described in Section 34.1, representation issues shall be determined in accordance with Washington State Law administered by PERC.
- 34.3 The Employer reserves the right to hire lateral transfers when hiring Battalion Chiefs. The date of hire with the Employer will determine seniority and probationary period. Longevity, sick leave accrual, and vacation accrual will be set at a minimum of a ten-year employee but may be increased by their experience level at the discretion of the Fire Chief.

ARTICLE 35 MILITARY ACTIVATION

- 35.1 The Employer and the Union agree to a “Keep Whole” Policy for members under military activation. The Policy will be developed and maintained through the Labor and Management Committee.

A workday shall be defined as any scheduled hours between the employees’ regular work start time and end time which may be up to 24 hours in length for shift personnel.

ARTICLE 36 SPECIAL ASSIGNMENTS

36.1 General

36.1.1 The Employer will determine the number of Battalion Chief Special Assignments and Special Project Assignments. BC Special Assignments can be utilized in any of the following positions: Administration, Training, Community Services, and Operations BCs. A minimum of one BC Special Assignment shall be maintained and filled per Article 36.3. BCs on Special Assignment do not supervise the Suppression BC work group. If training returns to EF&R associated management work will be returned to the BC Bargaining Unit.

36.1.2 The Fire Chief and/or their designee shall meet annually with the Special Assignment BC(s) to discuss the current Special Assignments. If the Fire Chief deems a change in assignment(s) necessary, the Fire Chief may convert the Special Assignment to another of the Special Assignment positions in 36.1.1, provided however that an alteration shall not be made to any Special Assignment(s) that has been in place for less than one year. If the Fire Chief deems a change in assignment(s) necessary, the Special Assignment(s) BC(s) will have the option to continue the term in the new Special Assignment or to opt-out and return to a Suppression BC position. A change in the current position shall require 60 days' notice to the employee. Following this notice, the affected BC shall have 15 days' notice to provide written notice to the Fire Chief indicating whether the BC will continue the term or opt-out and return to the Suppression BC position.

36.1.3 Employees serving a BC Special Assignment shall be paid 5% above Shift Battalion Chief base pay-rate while assigned to day shift.

36.1.4 Employees serving a BC Special Assignment shall receive a one-time 1% increase to the longevity percentage identified in Article 11.1 for that employee's longevity step.

36.1.5 Upon completion of three (3) years of Special Assignment, Employees shall permanently receive the benefit outlined in Article 36.1.4.

36.1.6 The position will be unrestricted from working shift overtime, so long as it does not interfere with their normal scheduled work assignment.

36.1.7 Employees retiring while serving Special Assignments shall be have their vacation and sick leave accruals paid out at their Base Hourly Rate of Pay to include five percent (5%) day shift differential pay.

36.2 When Special Assignments and Special Project assignments need to be filled, the following process shall be followed:

a. Human Resources shall notify all potential candidates through the General Notice procedure of the position opening.

- b. The Notice shall be given at least 30-days before the position becomes available. In the Notice, a cutoff date for submitting letters of interest shall be given, as well as a date for when the position will be filled.
- c. All potential candidates shall submit a letter of interest in the position to Human Resources.
- d. Any letters received by Human Resources after the cutoff date will not be considered for the position.
- e. Human Resources shall verify all letters for qualifications and submit a list of candidates to the Fire Chief or Administrative designee.
- f. Qualification Definition: All Battalion Chiefs shall be eligible to work Special Assignments and Special Project assignments, including those on probation at the time of assignment.
- g. Should the Employer choose to reduce the number of Battalion Chief Special Assignments, there shall be no demotion or elimination of an existing Battalion Chief.

36.3 Selection Process:

- 36.3.1 If no candidates apply for the Special Assignment position(s), the least senior candidate who has not served as a Special Assignment Battalion Chief, shall be appointed to the position.
 - 36.3.2 If no candidates apply for a Special Project assignment, the least senior Battalion Chief who has not served in a Special Project assignment shall be appointed to the position.
 - 36.3.3 Employees shall not be mandated to work consecutive Special Assignment positions, or Special Project assignments.
- 36.4 If there is only one candidate, the Fire Chief may appoint that candidate. Alternatively, the Fire Chief may request the candidate plus the least senior qualified bargaining unit member (who, for a Special Assignment opening, has not served in a Special Assignment position or, for a Special Project assignment, has not served in a Special Project assignment) to be interviewed. The Fire Chief shall appoint one (1) of the candidates.
- 36.5 If there are two (2) or more candidates, the Fire Chief shall interview all candidates, and appoint one (1) of the candidates.
- ### 36.6 Duration
- 36.6.1 Appointment to the Special Assignment position shall be for three (3) years.
 - 36.6.2 A Special Assignment with a three (3) year term may be extended one (1) additional year by mutual agreement of the Employer and Employee.

36.6.3 A BC Special Project Assignment will be for a maximum of six months and may be extended by mutual agreement between management and the employee. A Special Project assignment will not require a new BC promotion.

36.7 Response and Training

36.7.1 The employee shall be allowed to participate in any special team drills or training sessions required to maintain certification or active status while on duty. The employee shall be able to respond to special team(s) call-out.

36.7.2 The employee shall be allowed to participate in IMT/Wildland training and deployment responses with supervisor approval.

36.7.3 The employee shall be allowed to attend required CBT and fire suppression drills while on duty.

36.7.4 The employee shall be allowed to respond on duty to major incidents when a resource emergency exists and the response will not significantly affect their ability to complete their assigned duties.

36.7.5 The employee shall be allowed to test for a higher rank and promote without restriction. If promoted, they shall be allowed to leave the assignment before fulfilling their time commitment.

36.8 Accrual Bank Conversion:

When a BC transfers to a Special Assignment or Special Project assignment under Article 36, that employee's vacation and sick leave accrual rates will change per Articles 16.1 and 18.1.1. Additionally, their existing vacation and sick leave banks will be converted using the chart located in Appendix F.

When a BC transfers back to shift work, their vacation and sick leave accruals will change back in accordance with the schedules in Articles 16.1 and 18.1.1. Additionally, their existing vacation and sick leave banks will be converted utilizing the chart located in Appendix F.

The intent of this section is to ensure that the value of the vacation and sick leave banks are equal for use and for cash-out.

ARTICLE 37 MEDICAL EXPENSE REIMBURSEMENT PLAN (MERP)

- 37.1 The Employer agrees to pay 100% of the monthly premiums of a medical expense reimbursement plan for employees covered under this Agreement. The contribution rate to the MERP shall be \$75 per month per employee.
- 37.1.1 The Employer agrees to contribute an additional \$175 per employee per month to the MERP plan or the Employer-sponsored HRA VEBA. It shall be the choice of the employee as to which plan the monies will be contributed to. All employees may choose either the MERP or HRA VEBA plan option annually during open enrollment (November/December). By default, contributions will be made to the employee's MERP account unless the employee contacts Human Resources to request the extra \$175 per month be contributed to their HRA VEBA.
- 37.2 All reporting requirements and responsibilities to the MERP shall be the sole responsibility of the Union and its members and not the Employer. The Union will defend against and hold the Employer harmless from any liability that may arise out of the MERP.
- 37.3 The Employer and the Union agree that only \$187.50 per month, per employee (\$2,250 annually) out of the \$250 per month, per employee referenced in Section 37.1 and Subsection 37.1.1, shall be used in any future TCC (Total Cost of Compensation) calculations, as the funds were partially derived from a reduction of sick leave accruals (a non-TCC item).

ARTICLE 38 ALL HAZARD MOBILIZATION

38.1 The Employer, through outside agreements, participates in All Hazard Mobilizations. Washington State Mobilization Plan, Department of Natural Resources, US Forest Service, and Federal EMAC (Emergency Management Assistance Compact) agreements outline Employer specific process for mobilizations. This Article outlines specific additional requirements. Employer and Union acknowledge, that requests for out-of-jurisdiction mobilizations that do not originate from an on-duty response, are filled at the discretion of the employer and only with employees who voluntarily agree to participate. The Employer and Union acknowledge mobilization as valuable training and experience.

38.2 On-Duty Immediate Need Incident Mobilizations:

38.2.1 Employees assigned by the Employer to an incident shall be compensated according to the terms of this Agreement. Said employees will be compensated portal to portal.

38.2.2 If any employee is given the option to remain on the mobilization or return, and the employee elects to remain, for the remainder of the mobilization, the employee shall be compensated as set forth in Section 38.4.

38.3 In the event the Employer is requested to participate at an incident where an ongoing mobilization is already in effect, employees who voluntarily agree to participate will be compensated as set forth in Section 38.4.

38.4 In-State Mobilizations

38.4.1 24-Hour Shift Employees: Employees shall be compensated at their overtime rate for all hours worked outside of the Employee's normal work schedule. Normal work hours will continue to be compensated as scheduled.

38.4.2 Day Shift Employees: Day Shift Employees shall be compensated under one of the following three scenarios with Supervisor approval of deployment.

- Day shift employees may elect to use vacation or comp-time while on mobilization.
- If the sponsoring agency pays backfill coverage, the employer shall provide backfill for the deployed employee (day-shift overtime). Deployed employees shall be compensated at their overtime rate for all hours worked outside of the employee's normal work schedule.
- If the sponsoring agency pays backfill coverage and the employee is unable to be backfilled, then the employee will be paid overtime for all work performed on non-duty days and for the number of hours they work after they have met their workday/week minimum hours worked requirement.

Payroll Example for an employee not being backfilled: Employee is normally scheduled to work Monday 0600-1600. While assigned to the wildland fire they

are assigned to the fire 1200 to 2200, ten (10) hours of Regular Rate of Pay would be paid, and no overtime would be paid. If they had been assigned to the wildland fire from 1200 to 2400, ten (10) hours of Regular Rate of Pay and two (2) hours of overtime would be paid.

38.4.3 In-State mobilization compensation shall include all hours worked to include up to one (1) hour of muster time at the start of mobilization, a lunch period, and up to two (2) hours of rehab time upon returning from mobilization.

38.4.4 Employees who have leave scheduled during mobilization may elect to have those hours credited to their bank of available hours.

38.5 Out of State Mobilizations

38.5.1 Out of State mobilizations fall primarily under two categories: Washington Department of Natural Resources (DNR) or Federal EMAC request.

38.5.2 Out of State DNR mobilizations shall be compensated as outlined in 38.4. This process is consistent with the DNR mobilization contract as the Employer would be working with Washington State DNR.

38.5.3 Out of State EMAC mobilizations shall be compensated in congruence with the state requesting mobilization. If the contract with the state requesting mobilization pays firefighters portal to portal, the Employer shall compensate portal to portal. If the contract with the state requesting mobilization pays firefighters for hours of work, the Employer shall follow Section 38.4.

38.5.4 Day Shift Employees shall be compensated under one of the following three scenarios with Supervisor approval of deployment.

- Day shift employees may elect to use vacation or comp-time while on mobilization.
- If the sponsoring agency pays backfill coverage, the employer shall provide backfill for the deployed employee (day-shift overtime). Employees shall be compensated at their overtime rate for all hours worked outside of the employee's normal work schedule.
- If the sponsoring agency pays backfill coverage and the employee is unable to be backfilled, then the employee will be paid overtime for all work performed on non-duty days and for the number of hours they work after they have met their workday/week minimum hours worked requirement.

Payroll Example for an employee not being backfilled: Employee is normally scheduled to work Monday 0600-1600. While assigned to the wildland fire they are assigned to the fire 1200 to 2200, ten (10) hours of Regular Rate of Pay would be paid, and no overtime would be paid. If they had been assigned to the wildland fire from 1200 to 2400, ten (10) hours of Regular Rate of Pay and two (2) hours of overtime would be paid.

38.6 All Hazards Training

38.6.1 The Employer supports All Hazard technical training through normal training department processes.

ARTICLE 39 SUBSTANCE ABUSE POLICY

39.1 Overview

The Employer and the Union recognize substance abuse by employees is a threat to the public welfare and the safety of department personnel. It is the goal of this policy to eliminate, prevent or correct substance abuse through education and rehabilitation of the affected personnel. The use of alcohol or unauthorized drugs shall not be permitted at the Employer's work sites and/or while an employee is on duty, nor shall an employee report for duty or be allowed to remain on duty under the influence of alcohol, or drug(s) that impairs their ability to safely perform their duties.

While the Employer wishes to assist employees with alcohol or substance abuse problems, safety is the Employer's first priority. Therefore, employees must not report for work or continue working if they are under the influence of, or impaired by, the prohibited substances listed in Sections 39.5 and 39.6 of this article. Employees participating in treatment programs are expected to observe all job performance standards and work rules.

Nothing in this Substance Abuse Article shall be intended to alter the Employers right to discipline or discharge employees for violations of Employer policy, either related or unrelated to drug and/or alcohol use.

39.2 Informing Employees About Drug and Alcohol Testing

All employees shall be fully informed of this substance abuse testing article. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the Employer shall inform the employees on how the tests are conducted, what the tests can determine and the consequence of testing positive for drug or alcohol use. No employee shall be tested before this information is provided to him/her. Employees who voluntarily come forward and ask for assistance to deal with a drug or alcohol problem prior to any incident involving serious injury or significant property damage shall not be disciplined by the Employer for substance abuse.

The Employer encourages employees to seek treatment for drug and alcohol abuse voluntarily. To encourage employees to do so, the Employer makes available the Employee Assistance Program (EAP). Any employee who notifies the Employer of alcohol or substance abuse problems will be given the assistance offered to employees with any other illness. As with other illnesses, the Employer may grant sick leave, vacation leave or leaves of absence without pay for treatment and rehabilitation of drug and alcohol abuse.

Any decision to voluntarily seek help through the EAP, or privately, will not interfere with an employee's continued employment or eligibility for promotional opportunities. Information regarding an employee's participation in the (EAP) will be maintained in confidence.

39.3 Employee Testing

The Employer shall inform employees of their Garrity rights immediately upon: establishing reasonable suspicion, and/or post incident/accident, and/or the decision to conduct testing. The Employer's investigator/supervisor shall be required to sign the Garrity Rights Statement (appendix C) prior to any investigatory interview with the Employee(s). The Garrity Rights Statement includes an order "to fully cooperate with the investigating official(s)" and therefore, until such time as the investigator/supervisor signs and submits the statement to the Employee, no order exists, and the Employee has no obligation to cooperate. The Employer's violation of the requirements of this paragraph shall not be an independent basis to overturn discipline.

Because, in these circumstances, an Employee may be of diminished consciousness and/or capacities, the Union shall always be notified by the Employer and the Union shall always make a representative available.

39.3.1 Reasonable Suspicion Testing

Unless otherwise required by federal law, employees shall not be subject to random urine testing or blood testing or other similar or related tests for the purpose of discovering possible drug or alcohol abuse, except under the terms of a second chance agreement. If the Employer has reasonable suspicion to believe an employee's work performance is impaired due to drug or alcohol use, the Employer may require the employee to undergo a drug and/or alcohol test consistent with the conditions set forth in this article.

Reasonable suspicion for the purposes of this article is defined as follows: the Employer's determination that reasonable suspicion exists shall be based on specific, articulated observations concerning the appearance, behavior, speech or body odors of an employee and shall include, as a minimum, a written report documenting objective, measurable changes in an employee's work performance due to unauthorized drug or alcohol use by two (2) observers who have opportunity to observe these changes.

39.3.2 Incident/Accident Testing

39.3.2.1 Employees may be required to undergo urine, breath, saliva, and blood testing if they are a driver involved in a motor vehicle accident (MVA) with an Employer vehicle that results in a fatality or bodily injuries requiring transport for medical treatment.

39.3.2.2 Following an MVA, the driver shall be tested as soon as possible, but not to exceed eight (8) hours from the time of the accident.

39.3.2.3 Nothing in this section shall be construed to require the delay of necessary medical attention for an injured employee following an MVA.

39.4 Sample Collection

The collection and testing of samples shall be performed only by a laboratory and interpreted by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall be one that is certified by the National Institute of Drug Abuse (NIDA). The local laboratory chosen must be agreed to by the Union and the Employer. The results of employee tests shall be made available to the Medical Review Officer (MRO).

Collection of blood, saliva, or urine samples shall be conducted in a manner which provides for the highest, reasonable degree of security for the sample and freedom from adulteration. Blood or urine samples shall be submitted as per NIDA standards including the recognized chain of custody procedures.

Employees have the right to request Union and/or legal representation to be present during the submission of the sample. However, unless the employee's Weingarten rights (NLRB vs. Weingarten, Inc. 420 U.S. 251, 88 LRRM 2689) should require otherwise, the submission of the sample may be required with or without a Union and/or legal representative being present. Employees shall not be witnessed while submitting a urine specimen. Prior to submitting to a urine, saliva, or blood sample, the employee will be required to sign consent and release form as attached to this article (Appendix D).

A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. All samples must be stored in a scientifically acceptable preserved manner as established by NIDA approved facility. All positive confirmed samples and related paperwork must be retained by the laboratory for at least six (6) months or for the duration of any grievance, disciplinary action, or legal proceedings, whichever is longer. At the conclusion of this period, the laboratory's paperwork and specimen shall be destroyed.

Tests shall be conducted in a manner to ensure an employee's legal drug use and diet does not affect the test result.

39.5 Drug Testing

The laboratory shall test for only the substances and within the limits as follows for the initial and confirmatory test as provided within NIDA standards. The initial test shall use an immunoassay test procedure, which meets the requirements of the Food and Drug Administration (FDA) for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs:

INITIAL TESTING:

Cocaine metabolites	300 ng/ml
Opiate metabolites ¹	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1,000 ng/ml

(1) If immunoassay is specific for free morphine, the initial test level is 25 ng/ml.

If initial test results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's files. Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the following listed cutoff values.

CONFIRMATORY TESTING:

Cocaine metabolites ²	150 ng/ml
Opiate metabolites	
Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	
Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml
(2) Benzoylcegonine	

If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee's files.

Drug testing and results gathered under this article shall not be turned over to any party in a criminal investigation or prosecution, except by subpoena.

39.6 Alcohol Testing

A breathalyzer or similar equipment shall be used to screen for alcohol use, and if positive, shall be confirmed by a blood alcohol test performed by a qualified laboratory. This screening test shall be performed by an individual properly qualified to perform the tests utilizing appropriate equipment. An initial positive alcohol level shall be 0.04 grams per 210 L. of breath. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's files. Only specimens identified as positive on the initial test shall be confirmed using a blood alcohol level. Sample handling procedures, as detailed in Section 39.4, shall apply. A positive blood alcohol level shall be 0.04 grams per 100 ml of blood. If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee's files.

39.7 Marijuana Testing

In the State of Washington, marijuana is legal under state law, both as a prescription medication and as a drug used for recreational purposes.

Employees shall not be under the psychoactive effects of marijuana causing motor impairment while on duty. Marijuana metabolites can stay in a person's blood for weeks after the psychoactive effects of the drug have completely subsided. In addition, certain topical medications containing marijuana, do not cause any psychoactive effects, but can still result in a positive test for marijuana.

A saliva test shall be used to screen for the psychoactive effects of marijuana use, and if positive, shall be confirmed by a blood test performed by a qualified laboratory. This screening test shall be performed by an individual properly qualified to perform the tests utilizing appropriate equipment. An initial positive level shall be 5 nano grams per milliliter of Delta-9-tetrahydrocannabinol. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's files. Only specimens identified as positive on the initial test shall be confirmed using a blood test.

Sample handling procedures, as detailed in Section 39.4, shall apply. A confirmatory test shall also test for the psychoactive effects of marijuana usage. A positive blood level shall be 5 nano grams per milliliter of Delta-9- tetrahydrocannabinol. If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee's files.

If the employee tests positive for marijuana, the MRO will make a determination, based on current scientific data and other evidence, if the marijuana more than likely caused the behavior or impairment that resulted in the administration of the drug or alcohol test.

If the MRO determines marijuana was not the likely cause of the behavior or impairment that resulted in the administration of the drug or alcohol test, the MRO will not release any results of the marijuana portion of the drug test to the Employer.

39.8 Medical Review Officer

The MRO shall be chosen and agreed upon between the Union and the Employer and must be a licensed physician with a knowledge of substance abuse disorders. The MRO shall be familiar with the characteristics of tests (sensitivity, specificity and predictive value), the laboratories conducting the tests and the medical conditions and work exposures of the employees.

The role of the MRO will be to review and interpret the positive test results. The MRO must examine alternative medical explanations for any positive test results. This action shall include conducting a medical review with the affected employee, review of the employee's medical history and review of any other relevant biomedical factors. The MRO must review all relevant medical records made available by the tested employee when a confirmed positive test result could have resulted from legally prescribed medication.

39.9 Laboratory Results

The laboratory will advise only the employee and the MRO of any positive results. The results of any positive drug or alcohol test can only be released to the Employer by the MRO once the MRO has finished review and analysis of the laboratory's test.

Unless otherwise required by law, the Employer will keep the results confidential and shall not release them to the general public.

39.10 Testing Program Costs

The Employer shall pay for all costs involving drug and alcohol testing as well as the expenses associated with the MRO. The Employer shall also reimburse each employee for their time and expenses including travel incurred involving the testing procedure only.

39.11 Rehabilitation Program

Any employee who tests positive for a substance listed in Sections 39.5 and 39.6 of this Article shall be medically evaluated, counseled and treated for rehabilitation as recommended by the Substance Abuse Professional (SAP). In the event the employee disagrees with the treatment recommended by the SAP, the employee may choose to obtain a second opinion from a qualified physician of his/her choice, at their own expense. Employees who complete a rehabilitation program may be re-tested randomly, without notice, for one (1) year following completion of a rehabilitation program.

An employee may voluntarily enter rehabilitation without a requirement or prior testing. Employees who enter the program on their own prior to any incident involving serious injury or significant property damage shall not be subject by the Employer to random re-testing. Employees will be allowed to use their accrued and earned leave for the necessary time off involved in the rehabilitation program.

If an employee tests positive during the one (1) year period following completion of rehabilitation, the employee will be re-evaluated by an SAP to determine if the employee requires additional counseling and/or treatment. The employee will be solely responsible for any costs, not covered by medical benefits/insurance, which arise from this additional counseling or treatment.

Nothing in this Substance Abuse Article shall be intended to alter the Employer's right to discipline or discharge employees for violations of Employer policy, either related or unrelated to drug and/or alcohol use.

39.12 Duty Assignment After Treatment

If the duty assignment for an employee is modified or changed as a result of a rehabilitation program, then after an employee successfully completes his/her rehabilitation program, the employee shall be returned to the regular duty assignment held prior to the rehabilitation program. Once treatment (including any second-chance agreement) and follow-up care is completed, and one (1) year has passed with no further violations of this article, the employee's records related to drug and alcohol testing shall not be used to deny promotion opportunity or take disciplinary actions against such employee.

All records related to drug and alcohol testing (including rehabilitation) shall be maintained in medical file in a secure location with controlled access. These records shall be kept separate from records pertaining to Section 39.11 Duty Assignment after treatment for the protection of the individual employee and the Employer.

39.13 Right of Appeal

The employee has the right to challenge the result of the drug or alcohol test and any discipline imposed in the same manner that the employee may grieve any other Employer action.

39.14 Savings Clause

The Employer and Union have agreed upon this Article in good faith and with the understanding its provisions are consistent with applicable law. In the event any of the provisions of this Article are determined to be illegal by a court of competent jurisdiction or inconsistent with applicable law, the remainder of this Article shall remain in effect and the parties shall meet to negotiate a replacement provision. The Union shall be held harmless for the violation of any worker rights arising from the administration of the drug and alcohol testing program as set forth herein or the Employer's Substance Abuse Policy, which shall apply uniformly to bargaining unit members; provided, if there are any conflicts between the provisions of this Article and the Employer's Policy, this Article shall govern.


ARTICLE 40 SUCCESSION AGREEMENTS

- 40.1 This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, change in legal entity, transfer or assignment of either party hereto. In the event the Employer sells, transfers, leases or assigns the operations covered by this Agreement to any other entity, including but not limited to assigning these operations to Eastside Fire & Rescue, a nonprofit corporation created pursuant to the Washington Interlocal Cooperation Act, RCW 39.34 the Employer shall, as a condition of such sale, transfer, lease, or assignment, a) require that the purchaser, transferee, lessee, or assignee adopt and agree to be bound by this Agreement, without change in any of the Agreement's terms and obligations, and b) require that the purchaser do so through a contractually binding written instrument that designates IAFF 2878 as an intended third-party beneficiary of that commitment.

ARTICLE 41 DURATION AND COMPLETE AGREEMENT

41.1 This Agreement and all of the terms and conditions herein, except as otherwise indicated, shall become effective January 1, 2021, and shall remain in full force and in effect through December 31, 2026. All rights and duties of both parties are specifically expressed in this Agreement and such expressions are all inclusive. This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its term, subject only to the desire by both parties to mutually agree to amend or supplement at any time, and except for negotiations over successor collective bargaining agreements.

Approved on this 14th day of July, 2022 by the Eastside Fire & Rescue Board of Directors

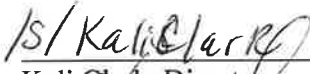

Chris Reh, Director

JOLA MAYS
AS ALTERNATE
FOR CHRIS REH


Alan Gothelf, Board Chair


Ron Pedee, Director


Karen Howe, Director



Kali Clark, Director



Gloria Hatcher-Mays, Director


Anita Sandall, Director


Zach Hall, Director

Approved on this 25th day of July, 2022 by the Representatives of International Association of Firefighters Local 2878.


Dean de Alteriis, President
IAFF Local 2878


Thomas Tull, Vice President
IAFF Local 2878

APPENDIX A SALARY AND WAGES

Effective January 1, 2021, the Battalion Chief Base Monthly Rate shall be 146.5% of the First Class Firefighter Base Monthly Rate effective January 1, 2021, as established in the Firefighter, Engineer, and Company Officer CBA.

Effective January 1, 2022, the Battalion Chief Base Monthly Rate shall be 146.5% of the First Class Firefighter Base Monthly Rate effective January 1, 2022, as established in the Firefighter, Engineer, and Company Officer CBA.

Effective January 1, 2023, the Battalion Chief Base Monthly Rate shall be 146.5% of the First Class Firefighter Base Monthly Rate effective January 1, 2023, as established in the Firefighter, Engineer, and Company Officer CBA.

Effective January 1, 2024, the Battalion Chief Base Monthly Rate shall be 146.5% of the First Class Firefighter Base Monthly Rate effective January 1, 2024, as established in the Firefighter, Engineer, and Company Officer CBA.

Effective January 1, 2025, the Battalion Chief Base Monthly Rate shall be increased by the preceding Seattle-Tacoma-Bellevue June CPI-W (as published by the U.S. Department of Labor, Bureau of Labor Statistics), except that in no event shall the Battalion Chief Base Monthly Rate be increased by less than 2.5% or increased by more than 5%. *The parties acknowledge that, depending on what wage increases are present in the Firefighter, Engineer, and Company Officer CBA, the BC Base Monthly Rate may no longer be 146.5% of the First Class Firefighter Base Monthly Rate.*

Effective January 1, 2026, the Battalion Chief Base Monthly Rate shall be increased by the preceding Seattle-Tacoma-Bellevue June CPI-W (as published by the U.S. Department of Labor, Bureau of Labor Statistics), except that in no event shall the Battalion Chief Base Monthly Rate be increased by less than 2.5% or increased by more than 5%. *The parties acknowledge that, depending on what wage increases are present in the Firefighter, Engineer, and Company Officer CBA, the BC Base Monthly Rate may no longer be 146.5% of the First Class Firefighter Base Monthly Rate.*

BC Differential Example:

1. FF COLA & BC COLA is equal – no change to BC percentage of 1st Class FF wage
2. FF COLA & BC COLA are not equal:

Step 1 - Apply FF COLA to 1st Class FF Rate to determine NEW 1st Class FF Rate

Step 2 - Add BC COLA to OLD 1st Class FF Rate

Step 3 - Calculate NEW BC Base Pay Rate
(Last years' BC Differential X Result of Step 2)

Step 4 – Calculate NEW BC differential percentage
((New BC Base Pay Rate – New 1st Class FF Rate)/New 1st Class FF Rate)

Hypothetical	OLD 1st Class FF	NEW 1st Class FF	FF COLA	BC COLA	OLD 1st Class FF Wage with BC COLA	BC Base Pay Rate	BC % of 1st class FF Differential
Example 1 - FF COLA & BC COLA is Equal	\$100,000	\$100,000	0.0%	0.0%	\$100,000	\$146,500	46.5%
Example 2 - FF COLA & BC COLA are not Equal	\$100,000	\$101,000	1.0%	2.5%	\$102,500	\$150,163	48.7%
Example 3 - FF COLA & BC COLA are not Equal	\$100,000	\$106,000	6.0%	5.0%	\$105,000	\$153,825	45.1%

APPENDIX B

Bargaining Unit Roster Maintained by IAFF Local 2878 (for purposes of Article 11 - Longevity Pay)

Any additions, deletions, or modifications of the Roster utilized for longevity pay shall not be in effect unless mutually agreed upon by the parties.

APPENDIX C GARRITY RIGHTS STATEMENT

Garrity Rights protect public employees from being compelled to incriminate themselves during investigatory interviews conducted by their employers. This protection stems from the Fifth Amendment to the United States Constitution, which declares that the government cannot compel a person to be a witness against themselves.

**STATEMENT OF RIGHTS
(Garrity Statement)**

You are hereby ordered to fully cooperate with the investigating official(s). Your failure to cooperate will create an objective and subjective fear of discipline (up to and including termination). You have the following rights and responsibilities during this investigation:

1. You have the right to be informed of the allegations involved.
2. You will be asked questions specifically directed and narrowly related to the performance of your official duties.
3. Statements made during any interviews may be used as evidence of misconduct or as the basis for seeking disciplinary action against you (up to and including termination).
4. Any statements made by you during these interviews cannot be used against you in any subsequent criminal proceeding, nor can the fruits of any of your statements be used against you in any subsequent criminal proceeding.
5. If you so request, a person of your choice may be present to serve as a witness (in addition to your rights to Union and/or legal representation) during the interviews.
6. If you refuse to answer questions relating to the performance of your official duties, you will be subject to discipline (up to and including termination).

ACKNOWLEDGEMENT: I have read and understand the above notification.

Employee’s Signature: _____ Date: _____ Time: _____

Investigator’s Signature: _____ Date: _____ Time: _____

Investigator’s Signature: _____ Date: _____ Time: _____

Employee’s Signature: _____ Date: _____ Time: _____

**APPENDIX D CONSENT FOR SAMPLING AND RELEASE OF INFORMATION
FORM**

Consent for Sampling and Release of Information Form

CONSENT/RELEASE

Subject to my rights under Article 39 of the Collective Bargaining Agreement between Local 2878 of the IAFF and the Employer, I consent to the collection of a urine/blood/saliva sample by and its analysis by for those drugs specified in the Collective Bargaining Agreement.

The laboratory administering the tests will be allowed to release the results to the Employer only after the laboratory's results have been reviewed and interpreted by the Medical Review Officer (MRO). The information provided to the Employer shall be only whether the tests were confirmed positive or were negative and not any other results of the test without my written consent. The laboratory is not authorized to release the results of this test to any other person without my written consent.

I understand I have the right to my complete test results and the laboratory will preserve the sample for at least six (6) months. I have the right to have this sample split and a portion tested at a second laboratory of my choice at my expense in the event the test results are confirmed positive.

I understand the Employer is requiring me to submit to this test as a condition of my employment and alteration of the sample or failure to reasonably cooperate with the collection of a urine/blood/saliva sample will result in disciplinary action by the Employer.

I understand a confirmed positive test may result in a requirement that I enter into a second chance agreement that includes a requirement I undergo rehabilitation.

By signing this consent form, I am not waiving any of my rights under any federal, state or local law, statute, constitution, ordinance, administrative rule or regulation or common law provision. I understand I have the right to challenge any confirmed positive test result and any Employer action based thereon by filing a grievance under the Collective Bargaining Agreement.

Employee Name: _____ Emp. # _____ Date: _____

Employee Signature: _____

Witness Name: _____ Emp. # _____ Date: _____

Witness Signature: _____

APPENDIX E DEFINITIONS

Base Monthly Rate:

The Rate of Pay listed in Appendix A for the Battalion Chief classification.

Base Hourly Rate of Pay:

The Base Monthly Rate multiplied by twelve (12), then divided by the total hours worked annually (2465 for shift employees and 2080 for employees working a 40-hour work week).

1st Class Firefighter Rate of Pay:

The Base Monthly Rate listed for the 1st Class Firefighter classification in the Firefighter and Company Officer CBA, Appendix A.

Regular Rate of Pay:

The FLSA regular rate of pay, to include all remuneration for employment (e.g., Longevity Pay, Education Incentive, Specialty Pay, etc.).

Overtime Rate of Pay:

One and one-half times the employee's Regular Rate of Pay.

Duty Related Disability (On Duty Injury/Illness):

When an employee is injured, exposed to a hazardous material, and/or occupational disease while on the job; resulting in a loss of time and/or medical cost, and the loss of time and medical costs are accepted by or paid by the Washington State Department of Labor & Industries (L&I).

Non-duty Injury/Illness:

An illness, injury, and/or disease incurred while off duty.

Time-loss:

An on-duty or off-duty injury or illness which prevents the employee from returning to any work for which the employee is qualified; the employee is "off work" due to an on-duty or off-duty injury or illness and continues to receive medical attention.

Attending Physician(s):

The Employee's physician responsible for the care of the employee, who has the final responsibility, legally and otherwise, for the employee's care.

Nexus:

A logical connection to the Employer that (1) harms the Employer's business, (2) adversely affects the Employee's ability to perform his or her job, (3) leads other employees to refuse to work with the employee.

Garrity Rights:

Protection against self-incrimination of a criminal offense during an investigation or discipline process. If the employee invokes the Garrity rule (i.e., Garrity warning), any statements made after invoking Garrity may only be used for Employer investigation purposes and not for criminal prosecution purposes.

Special Assignment: A BC position that addresses one of the following four areas: Administration, Training, Community Services, and Operations BCs. Special Assignments are three years in duration. Special Assignments are governed by Article 36.

Special Project Assignment: This refers to when the Employer assigns a BC to handle a specific special project. An example of a Special Project Assignment would be an assignment to operate a vaccination clinic. Special Projects last between 30 days and 6 months. They are governed by Article 36.

APPENDIX F ACCRUAL AND BANK CHART

Vacation Accruals and Bank		
Years of Service	Conversion from 24-Hour to Day Shift	Conversion from Day Shift to 24-Hour
0 to 1	0.5	2
2 to 4	0.526315789	1.9
5 to 9	0.608695652	1.642857143
10 to 14	0.666666667	1.5
15 to 19	0.580645161	1.722222222
20+	0.545454545	1.833333333

Sick Leave Accruals and Bank	
Conversion from 24-Hour to Day Shift	Conversion from Day Shift to 24-Hour
0.714285714	1.4