

**AGREEMENT BETWEEN EAST COUNTY FIRE & RESCUE**



**and the INTERNATIONAL ASSOCIATION OF FIRE  
FIGHTERS, LOCAL NO. 2444**



**January 1, 2022 -December 31, 2024**

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**AGREEMENT BETWEEN**  
**EAST COUNTY FIRE & RESCUE**

and the

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL NO. 2444**

THIS AGREEMENT is made and entered into by and between East County Fire and Rescue, hereinafter referred to as the "District," or "Employer" and the International Association of Fire Fighters, Local No. 2444, chartered by the International Association of Fire Fighters, AFL-CIO, hereinafter referred to as the "Union".

**PREAMBLE**

WHEREAS, it is the purpose of this agreement to achieve and maintain a high level of performance in the operation of the District, together with promoting efficiency, productive initiative, and harmonious relations between the District and the Union, and to provide for the rights, well-being, and security of the parties involved, and

WHEREAS, the parties have agreed to certain terms and conditions of wages, hours, and conditions of employment for employees of the District as listed herein and wish to reduce the agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY AGREED TO AS FOLLOWS:

**ARTICLE 1 - RECOGNITION**

- 1.1 The Employer agrees to recognize the Union as the sole collective bargaining agent for all full-time firefighters regardless of job classification that are employed with the district but excluding the Fire Chief and Deputy Chief.
- 1.2 The Employer and the Union agree that questions of union representation that may arise shall be resolved in accord with rules of the Washington State Public Employment Relations Commission (PERC) and in accordance with local, state or national statutes and rules.
- 1.3 A written list of the names of union officers shall be furnished to the District and the Union will notify the District of any change(s) within thirty (30) calendar days of the date that the changes occur.

**ARTICLE 2 - UNION SECURITY**

- 2.1 The Employer agrees to remain an independent neutral third party in regard to the relationship between the Union and the represented employees.
- 2.2 The Employer and the union agree that union membership is not a condition of employment for the term that the Janus vs AFSCME SCOTUS decision remains in affect but, in the event that the decision is overturned, the terms of the union security established prior to the supreme court decision shall be reinstated.
- 2.3 All new employees, as a condition of employment, shall provide the employer with a form indicating their desire to be a member or not a member of the Union within 30 days of employment. The desire to become a union member will be indicated by signing a Union provided "Opt-In"

form. The desire to not be a member of the Union will be indicated by the employee signing a Union provided "Opt-Out" form. Within the first 7 calendar days of employment, all new employees will be afforded a 1 hour briefing from the Union at which the employees will have the opportunity to receive an "Opt-In" form and an "Opt-Out" form. This briefing is "work" and will be conducted consistent with the terms of this CBA.

- 2.4 Nothing in the above sections will interfere with the employee's rights under RCW 41.56.122 of the Public Employees Collective Bargaining Act.
- 2.5 The employer shall deduct a monthly "union deduction" in an amount dictated by the union from all union members' pay. Existing employees who are non-members and choose to join the union shall sign a Union provided "Opt-In" form which will be provided to the employer and indicate their desire for the dues deduction to take place. The monthly "union deductions" shall continue until the member revokes their membership in the Union as described in Article 2.6 or the member's employment with the District is terminated.
- 2.6 The employer shall not deduct a monthly "union deduction" from non-members of the Union. Union members who choose to revoke their union membership and become non-members shall sign a Union provided "Opt-Out" form which the employee will be responsible for providing to the employer to indicate their change in status.

### **ARTICLE 3 - CHECK-OFF OF DUES**

The Employer agrees to deduct union dues and assessments from the wages of each employee upon receipt of the employee's authorization. The Employer agrees to forward such dues to the office of the Union at least monthly.

### **ARTICLE 4 - WORK SCHEDULES -OVERTIME**

- 4.1 It is in the best interest of the fire service to allow for flexibility in scheduling by both parties. This is necessary in order to provide trained personnel for fire/medical responses and to provide fire service coverage.
- 4.2 The Employer will follow the work schedule provisions set forth below. If the Fire Chief determines a work shift and/or workweek change needs to be made, the Employer shall provide at least 14 days advance notice to the affected employee except in the event of an emergency.
- 4.3 Work shifts shall begin at 7:00 a.m. and shall consist of twenty-four (24) consecutive hours at the fire station followed by forty-eight (48) consecutive hours off duty.
- 4.3.1 Each 24-hour represented employee shall work an average of 50.6 hours per workweek. This will be accomplished by scheduling twelve (12) Kelly Days annually, selected by the District.
- 4.4 All regularly scheduled hours worked in excess of two hundred four (204) in a 27-day cycle as per the FLSA, shall be compensated at one and one-half (1.5) times their regular rate of pay. All extra hours worked, as authorized by the Fire Chief, beyond the employee's regular twenty-four (24) hour shift schedule, shall be compensated at one and one-half (1.5) times their regular rate of pay. Overtime shall be accrued in fifteen (15) minute increments rounded up.
- 4.5 When an employee is assigned to perform out of class by assuming the shift leader position in the absence of a captain and thereby be assigned extra responsibility or duties, the employee will be paid their base rate of pay plus 6% unless they are working overtime and, in that situation, they will be paid their overtime rate of pay plus 6%.
- 4.5.1 In the absence of a Captain, the Shift Leader position shall be assumed by the senior, ranking (by

classification) firefighter on duty.

- 4.5.2 In the event a represented firefighter is required to change their scheduled station, with less than 48 hours' notice, that firefighter will be paid up to 1 hour extra to facilitate the moving of equipment prior to the start of shift. Emergency and scheduled callback are excluded from this article.
- 4.5.3 Updating of the "Callback list" will henceforth be assigned to Captains. Hours accepted by a firefighter are to be added to the Callback list immediately upon his/her accepting of the hours.
- 4.5.4 Call back for shifts will be done by the Officer or shift lead with the approval of the Chief. The following benchmarks will be followed in regard to acceptance of overtime:
- Immediate- 10 minutes to respond for overtime.
  - >72 hours' notice-. 1 hr. to respond
  - <72 hours' notice-- 10 minutes to respond

## ARTICLE 5 - PAID LEAVE

- 5.1 Each Full-Time Employee shall earn vacation leave in accordance with the following schedule. Vacation hours will start to accrue monthly upon first day of employment. Vacation cannot be used until after six (6) months of employment

Length of Service	Hrs. / Yr.
0-2 yr.	192 (8 shifts)
3-5 yrs.	240 (10 shifts)
6-9 yrs.	288 (12 shifts)
10-15 yrs.	336 (14 Shifts)
16 or more yrs.	360 (15 Shifts)

- 5.2 A maximum total of one and one-half (1.5) years vacation time may be accumulated.
- 5.3 Employees shall receive all accrued vacation at the time of termination including vacation earned on pro-rata basis during the year of termination. Vacation shall be cashed out at the employee's hourly rate at the time of separation.
- 5.4 Employees who have accrued vacation that exceeds the limits of the provisions above shall be 'cashed-out' for all hours in excess of those limits at 50% of their respective regular rate of pay.

## ARTICLE 6 - SICK LEAVE

- 6.1 The District agrees to provide represented employees paid sick leave earned at eighteen (18) hours per month with sick leave accrual to a maximum of one thousand three hundred fifty-two (1352) hours for twenty-four (24) hour shift personnel.

Employees noted in Section 6, 1 above are entitled to use sick leave for personal illness or injury, quarantine due to exposure to contagious diseases, any physical treatment or examination including medical, dental or ocular. Employees may also use sick leave for family members using the provisions provided in Article 6.4.

Family member is defined as:

- A child including: a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status.
  - A parent including: a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
  - A spouse
  - A registered domestic partner
  - A grandparent
  - A grandchild
  - A sibling
- 6.2 Represented employees working a 24/48-hour shift schedule may be required to present a certification of illness, injury, quarantine, treatment or examination from a licensed health care provider when sick time is used for more than three (3) consecutive 24-hour work shifts.
- 6.3 Employees entitled to sick leave who have exhausted their sick leave accrual may use accrued vacation.
- 6.4 The Union and the Employer agree to abide by the provisions of the Federal Family Medical Leave Act, Washington Family Leave Act and Washington Family Care Rules.'
- 6.5 An employee may transfer accumulated sick leave to another employee of the District. This would allow for employees who have exhausted all sick leave to remain at home with immediate family members who are ill, or when the employee needs additional time for recovery from an injury or illness. When sick leave is transferred between employees of different rank, classification, or pay range, sick leave will be exchanged hour for hour.
- 6.8 If separated from service for any reason the employee will not be compensated for unused sick leave.
- 6.9 Employees may use earned sick leave to care for their child while a neonate. For the purpose of this article "neonate" will be defined as a child in the first 30 days since birth.

## **ARTICLE 7 - BEREAVEMENT LEAVE**

- 7.1 Upon employee request, a maximum of 24 hours of paid leave shall be granted for bereavement and funeral leave to the employee who is required to travel less than 300 miles when the following family members are involved: spouse, children, parents, brother, sister (or the step-and in-law equivalents of all listed), grandparents, grandchildren, aunts, uncles, or other relatives living in the Employee's household. Time off, with pay, will be allowed for purposes of attending the funeral of a District member.
- 7.2 Up to 48 hours of paid leave will be granted for bereavement and funeral leave to the Employee who is required to travel 300 miles or more when the following family members are involved: spouse, children, parents, brother, sister (or the step-and in-law equivalents of all listed), grandparents, grandchildren, aunts, uncles, or other relatives living in the Employee's household.
- 7.3 Employees who are on duty shall be allowed by the Employer to attend the funeral of deceased fellow employees with pay if the district has the ability to have another agency provide for emergency response.

## **ARTICLE 8 - JURY DUTY**

- 8.1 Employees shall be granted paid leave (at no cost to the employee) to fulfill the function of juror when summoned by a recognized court of law.
- 8.2 The employee shall forfeit to the District all compensation (exclusive of expense reimbursement) paid to him/her by the court
- 8.3 The employee will notify the District as soon as possible and provide the Chief with a copy of the summons.
- 8.4 The District reserves the right to petition the respective court system to defer the jury duty due to the nature and needs of the employee's position.
- 8.5 A summoned employee will be passed over on the callback list for the duration of time that he/she is on call, waiting to be impaneled or serving on a jury.

## **ARTICLE 9 - OTHER LEAVES**

- 9.1 In the event of a military leave, the Employer abides by the provisions of the state of Washington RCW 38.40.060 which stipulates that employees who are members of the National Guard or Federal Reserve military units are entitled to be absent from their duties up to twenty-one (21) calendar days with pay during each year (Oct 1 - Sept 30) while engaged in the performance of ordered military duty and while going to or from such duty.

### **9.2 Spousal Military Leave**

During a period of military conflict declared by the President or Congress, the Employer abides by the provisions of state of Washington RCW 49.77 which stipulates that an employee who is the spouse or registered domestic partner of a member of the Armed Forces, National Guard or Reserves is entitled to up to 15 days of unpaid leave while his/her spouse or domestic partner is on leave from deployment, or before and up to deployment. (Spousal military leave may also be covered under FMLA leave for a qualifying exigency, although an employee need not meet the more stringent FMLA eligibility requirements in order to take this spousal military leave.) The purpose of this leave is to support the families of military personnel serving in military conflicts by permitting them to spend time together before a family member is deployed or while the family member is on leave from a deployment. An employee must work an average of 20 hours per week to be eligible for this family military leave.

An employee who seeks to take family military leave must provide the District with notice of his/her intent to take leave within five business days of receiving official notice that the employee's spouse will be on leave or of an impending call to active duty. The employee may substitute any available accrued leave for any part of this family military leave.

- 9.3 Members of the Union negotiation committee shall be allowed to attend negotiation sessions while on-duty when staffing allows and there is no increased cost to the District.

## **ARTICLE 10 - SENIORITY**

- 10.1 Seniority is the length of continuous employment of an employee with the District. Seniority shall be observed with respect to transfers and layoffs. Due to the manner in which seniority is defined, the District shall not hire any two employees on the same date.



- 10.2 Seniority shall be broken only by resignation, discharge, retirement, layoff of more than eighteen (18) months, or failure to return in accordance with the terms of a leave of absence or when recalled from layoff.
- 10.3 The fire district shall establish a seniority list of all employees covered by this agreement and it shall be kept up to date on an electronic bulletin board or such medium available to all personnel. Any objections to the seniority list, as posted, shall be reported to the Fire Chief or his/her designee and corrected by him/her if found to be in error.
- 10.4 Seniority shall be considered with respect to promotions when all other considerations are equal.

## **ARTICLE 11 - TRADES**

- 11.1 Employees represented by the bargaining unit shall be allowed to exchange shifts with one another. These shift trades shall not unduly financially burden the District. It shall be the responsibilities of the parties involved to keep track of any trade obligations. Trades shall reflect on the District work schedule.
- 11.2 Trade requests will not be capriciously or arbitrarily withheld. If a trade request is denied, the Employer will state in writing the reason for the denial. Trade requests will be addressed within seventy-two (72) hours of submittal of the written request. In the absence of the Fire Chief, the captain or designee may respond to the trade submittal. Once two members have initiated an approved trade, it shall be the responsibility of those two members trading respectively to work the trade as approved or utilize accrued leave as provided in the provisions above (Articles 5-9).

## **ARTICLE 12 - HEALTH & WELFARE -DENTAL -VISION - PRESCRIPTION DRUG -PENSION -DISABILITY INSURANCE**

- 12.1 The District shall provide long term disability insurance coverage per VFIS' Accident and Sickness Policy, and Cigna AD&D or equivalent. Additionally, the District shall provide 24 Hour Life Insurance for all LEOFF Employee's. See Attachment of benefits provided.
- 12.2 The represented employees shall be offered the option of enrolling themselves and their eligible dependents into the Washington State Fire Commissioners PPO 100 or Kaiser Plan offered by Trusteed for health insurance.
- 12.3 The represented employees shall be offered the option of enrolling themselves and their eligible dependents into the currently offered plan for dental insurance.
- 12.4 The represented employees shall be offered the *option* of enrolling themselves and their eligible dependents into the currently offered plan for vision insurance.
- 12.5 The District shall pay the premiums for medical, dental and vision insurance, based upon the following fee structure:
- 100% Cost of Employee's insurance premiums
  - 80% Cost of eligible dependents insurance premiums (Employees shall pay 20% of total premium cost through pre-tax payroll deduction)
- 12.6 The represented employees shall receive a contribution made by the employer into a voluntary employees' beneficiary association (VEBA) account administered by Benefits Plans Administrative Services, Inc. (BPAS) in the following amount:
- \$1000/annually (paid in January)
- 12.7 For the rank of captain, the District shall provide funds-equal to the Employer's required

contribution to Social Security (currently 6.2%) for deposit, on the employee's behalf, into any Deferred Compensation Program authorized by the District.

- 12.8 For 2022, the District shall contribute on behalf of the non-officer firefighters a 1% match of deferred compensation. For 2023, the District shall contribute on behalf of the non-officer firefighters a 2% match of deferred compensation. For 2024, the District shall contribute on behalf of the non-officer firefighters a 3% match of deferred compensation.

## **ARTICLE 13 - UNIFORMS & EQUIPMENT**

- 13.1 Uniforms and items unique and required for the proper and safe delivery of public services will be provided. All uniforms and equipment issued - or purchased by - the District shall remain District property and must be returned upon separation from service.
- 13.2 The Employer has implemented a quartermaster system under which the employer shall be responsible for cleaning and/or replacing worn, damaged and incorrectly sized issued uniform items.
- 13.3 Initial uniform issue shall consist of at least the following:
- Two pair Nomex or equivalent Uniform Pants
  - Two Nomex or equivalent Uniform Shirts (long or short sleeved)
  - Two Sweatshirts - (2) 1/4 Zip or (1)1/4 Zip and (1) Work Sweatshirt
  - Two Long Sleeve T-Shirts
  - Two Short Sleeve T-Shirts
  - One Baseball Cap
  - One Belt
  - One Jacket
  - One Uniform Badge
  - Collar Brass for Officers
  - One Pair of Station Boots
  - One pair of shorts or sweatpants for physical fitness
- 13.4 Uniform replacements must be authorized by a Chief Officer and will be at his/her discretion.
- 13.5 Upon promotion to top-step firefighter, the District shall permanently issue employees new Class A uniform items to include one hat, one jacket, one shirt, one pair of pants, one tie, one belt and one pair of patent leather style dress shoes along with all appropriate badges and insignia. A uniform vendor and specification will be agreed upon by the District and labor group to ensure consistency in style, quality, and price. In the event that that vendor is no longer available or the price changes significantly, the District and labor group can elect to meet to establish a new vendor. The uniform components and layout will be consistent with that which the other bargaining units of the Union local wear except the department patch will be that of the District. The burden of expense for the initial uniform purchase shall be shared 50/50 by the district and the Union member employee. The employee shall be responsible to make the initial purchase and submit the appropriate receipts for 50% reimbursement. If a represented employee chooses to purchase a Class A uniform prior to attaining top step, he/she will only be eligible for reimbursement if the purchased uniform meets the chosen specification once he/she promotes to top step firefighter. The District agrees to pay for up to one cleaning a year and for any tailoring of the Class A uniform that is a result of regular wear and tear, with the employee purchasing and submitting receipt for reimbursement. When the Class A uniform bears the patch of the District, it shall be only worn consistent with the District uniform SOG.

## ARTICLE 14 - DISCIPLINARY PROCEDURES

- 14.1 Primary emphasis will be placed on preventing situations requiring disciplinary actions through effective employer-employee and employee-management relations. When disciplinary action becomes necessary, the supervising officer will inform the member concerned of the reasons that justify the action. The officer will keep in mind that the primary objective of discipline is to correct and rehabilitate, not punish and penalize.
- 14.2 The employer has the right to and shall only discipline employees for and with just cause. Discipline should be applied at progressive and escalating levels to allow the employee proper notice of misconduct and an opportunity to improve performance. The level or degree of disciplinary action imposed shall be appropriately based on the employee's prior record of service, length of service, severity of offense and prior record of discipline.
- 14.3 Disciplinary action or measures shall include only the following:
- (1) verbal reprimand
  - (2) written reprimand
  - (3) denial of privileges that may include trades or removal from platoon duty to 8-hour workdays for a specified period of time
  - (4) suspension without pay
  - (5) discharge
- 14.4 Prior to the imposition of disciplinary action, the employee shall be informed of the alleged violation and be provided a copy of relevant documents the employer has regarding the alleged violation that may exist.
- 14.5 In the case of potential suspension without pay or discharge the employer shall hold a pre-disciplinary hearing no sooner than ten (10) calendar days not including Saturday, Sunday or federal holidays from the time the employee was notified of the alleged violation. At this hearing the employee will be given an opportunity to present his side of the issue. In all disciplinary action the employee will be given an opportunity to explain their side before the action is finalized.
- 14.6 If the employee wants representation, said employee is entitled to have union or legal representation, at no cost to the employer, present at meetings held with the employer to discuss disciplinary action against the employee. Union representation shall be provided in a timely manner to allow for the meeting to occur within 24 hours of the request for representation.
- 14.7 When the employer determines the circumstances are such that retention of the employee will likely result in the disruption of employer services, damage to or loss of employer owned property or be injurious to the employee, fellow employees or the services provided by the employer, the employer may immediately suspend with pay, depending on the circumstances. In such cases, the facts supporting the circumstances will be made available to the employee by the employer not later than three (3) calendar days not including Saturday, Sunday or federal holidays after the action became effective.
- 14.8 All newly hired employees shall serve a twelve (12) month probationary period. All newly hired employees on probation may be terminated/discharged without cause and without recourse. This probationary period will not exceed 12 months and all employees who return to work after layoff will have their probationary period prorated for the time which was already completed prior to layoff.
- 14.9 All newly promoted employees shall serve a twelve (12) month probationary period. All newly promoted employees on probation may be demoted without cause and without recourse. This probationary period will not exceed twelve (12) months for any individual job title and if an

employee is promoted to the same position that was held prior to demotion due to the fiscal or operational needs of the employer the probationary period will be prorated for the time which was completed prior to demotion.

- 14.10 The employee and the employee's Union representative with the employee's authorization shall have the right to inspect the full or part of the contents of his / her personnel file. All documentation of disciplinary action shall be maintained in the employee's personnel file and disciplinary document shall not be placed in the personnel file without the employee having been first notified of the document, given a copy of the document, and a copy of the document delivered to the Union. An employee who disagrees with the validity of any complaint added to the file shall have the opportunity to challenge said complaint under the grievance procedure herein. The employee shall be required to sign the written reprimand or other disciplinary action acknowledging that they have read the contents of the document.
- 14.11 Documentation of verbal and written reprimands will be removed from an employee's personnel file after one year from the date said action was entered, provided that no further written reprimands have been issued within the one-year time period. If another written reprimand has been issued within this time period, then both written reprimands shall remain in the personnel file for an additional one year from the date of the latest written reprimand.
- 14.12 It is the employer's sole determination as to whether or not an employee suspended without pay may be allowed to forfeit accrued vacation or compensatory time off in lieu of the suspension of pay.
- 14.13 The disciplinary procedure herein in no way intends to limit the supervisor's ability to counsel or coach subordinates. Subordinate counseling or coaching are pre-disciplinary corrective actions that are intended to assist the employee in identifying and correcting workplace deficiencies.

## **ARTICLE 15 - GRIEVANCE PROCEDURE**

The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure, and there shall be no suspension of work or interference with the operations of the District. Grievances or disputes which may arise, including the interpretation or application of this Agreement, shall be settled as outlined in this section. In the grievance procedure, the aggrieved individual employee shall have the rights as guaranteed by RCW 41.56.080 to represent him/herself or to be represented by his/her Union representative. In addition, the Union has the right in its own capacity to act as an aggrieved party in the grievance procedure.

Both parties understand that open, honest communication is essential to successful dispute resolution. The Union and the District agree to communicate in good faith and make all reasonable attempts to avoid escalation of any disputes that may arise.

- 15.1 A grievance is defined as a dispute involving the interpretation, application or alleged violation of any specific provision of this Agreement.
- 15.2 Grievances must be initiated under the grievance procedure within thirty (30) calendar days of the alleged violation or when the employee should have reasonably known about the alleged violation. Failure to timely file a grievance results in said alleged grievance being forever forfeited.

Grievances must be in written form and contain the following:

- A full description of the grievance and how the grievant(s) was/were affected.
- Identify the section(s) of the CBA allegedly violated and state the specific nature of the

violation.

- Indicate the date(s) of the grieved incident(s).
- Specify the remedy and/or solution to the grievance sought by the grievant.
- Identify the grievant(s) and be signed by the grievant(s).

15.3 Grievances shall be resolved in the following manner:

Step 1 -The aggrieved employee and/or Union representative outlines the remedies if available and presents the same to the Operations Chief. The Operations Chief shall submit his decision to the aggrieved employee within ten (10) calendar days of notification.

Step 2 -Provided the dispute is not settled satisfactorily in Step 1, the grieving party and/or Union representative shall within ten (10) calendar days of completion of Step 1, present the grievance in writing to the Chief of the District. The Chief shall have ten (10) calendar days in which to submit his written decision.

Step 3 - If the grievance is not settled satisfactorily in Step 2, either party may give notice to the other party within thirty (30) calendar days of their intent to submit the same grievance to mediation.

Step 4 - If the grievance is not settled satisfactorily in Step 3, either party may give notice to the other party within thirty (30) calendar days of their intent to submit the same grievance to arbitration.

15.4 Time limits within a grievance procedure may be waived or extended by mutual agreement of both parties. Failure to pursue a grievance to the next step within specified timelines shall render final and conclusive the last determination and response.

15.5 Each party shall pay the expenses of their own representatives, witnesses, and other costs associated with the presentation of their case and one-half (1/2) the expenses of the arbitrator.

15.6 Arbitrators shall be chosen from a list provided by the Public Employment Relations Commission or the American Arbitration Association or from a list provided from any other source mutually agreeable, or by the parties mutually agreeing on an arbitrator. The arbitrator's decision shall be final and binding; however, the arbitrator shall have no power to render a decision that will add to, subtract from or alter, change or modify the terms of this Agreement.

## **ARTICLE 16 - NON-REDUCTION OF WAGES AND WORKING CONDITIONS**

The parties hereto agree that the wages and working conditions now in force shall be maintained consistent with this agreement for its term. Any portion(s) of this contract can be opened for renegotiation by mutual consent of the parties.

## **ARTICLE 17 - STRIKES AND LOCKOUTS**

The District and the Union recognize that the public interest requires the efficient and uninterrupted performance of all District services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this agreement, neither the Union nor the District shall cause, engage in, or sanction any work stoppage, strike, slow-down, or other interference with District functions. Employees who engage in any of the foregoing actions shall be subject to disciplinary action. The District shall not lockout any of its employees during the term of this Agreement.

## **ARTICLE 18 - UNION REPRESENTATIVES**

An authorized representative of the Union shall have the right to investigate grievances or conditions at reasonable hours upon first securing permission from the District to do so and without interfering with the progress of work. The Union shall advise the District, in writing, of the names of their authorized representatives and stewards.

## **ARTICLE 19 - BULLETIN BOARDS**

The District shall provide space for a bulletin board at every staffed station for the Union's use in an area conveniently accessible to bargaining unit employees. The Union may maintain the board for the purpose of notifying employees of matters pertaining to Union business only. All notices shall be signed by a representative of the Union who is authorized by the Union to approve Union notices.

## **ARTICLE 20 - NON-DISCRIMINATION**

- 20.1 The District agrees that they will not discriminate against any employee because of his Union activity.
- 20.2 Neither the Union nor the District, in carrying out their obligation under this agreement, shall discriminate in matters of hiring, compensation, terms and conditions of employment, training, promotion, transfer, layoff, discharge, or otherwise because of race, color, creed, national origin, gender or age.
- 20.3 All references to employees in this contract designate both genders, and wherever the male gender is used, shall be construed to include male and female employees.

## **ARTICLE 21 - WAGES, CLASSIFICATIONS AND PAY PLAN**

- 21.1 The applicable pay plan is attached hereto and incorporated herein by references as Exhibit A to this contract.

New employees will be paid at Step 1 Firefighter (probation) wage. An employee shall be granted a step increase subject to completion of probation and after completion of the first step requirements. Thereafter, an employee shall receive a further step increase after completion of each step requirement.

Promotional opportunities up to and including Captain shall be made at the District's discretion - based on operational needs. It is the District's intent to promote from within the ranks. District personnel shall have first opportunity to fill officer positions. The District will utilize the Rule of Two for in-house officer testing. Should in-house testing fail to generate a passing candidate, the District reserves the right to recruit outside the ranks. The Rule of Three shall be utilized for outside testing.

- 21.2 Employees shall be paid semi-monthly no later than the 10th and 25th of each month.
- 21.3 The District agrees to the following pay adjustments during the term of this agreement:

Effective January 1, 2022, all employees in the bargaining unit shall receive a cost-of-living adjustment (COLA) to wage reflecting the Seattle-Tacoma-Bellevue CPI-U from June 2020-June 2021 with a minimum of 2.5% and a maximum of 4.5%

Effective January 1, 2023, all employees in the bargaining unit shall receive a cost-of-living adjustment (COLA) to wage reflecting the Seattle-Tacoma-Bellevue CPI-U from June 2021-June 2022 with a minimum of 2.5% and a maximum of 4.5%

Effective January 1, 2024, all employees in the bargaining unit shall receive a cost-of-living

adjustment (COLA) to wage reflecting the Seattle-Tacoma-Bellevue CPI-U from June 2022-June 2023 with a minimum of 2.5% and a maximum of 4.5%

21.4 In recognition of long-term service to the department, the fire district agrees to pay all represented members longevity pay on the following scale:

Beginning of 10<sup>th</sup> year: 1% of base pay

## **ARTICLE 22 - ANNUAL EVALUATION**

The performance management system is intended to improve employee motivation and performance, enhance productivity, increase communication between employee and supervisors, set employee/employer goals, and serves as a tool for making administrative decisions.

The work performance of newly hired employees shall be evaluated at least semi-annually for the first year of employment.

Immediate supervisors shall be responsible for evaluating the performance of each employee under their direct supervision at least annually. The supervisor's supervisor (reviewer) shall review and sign off on performance evaluations upon their completion.

## **ARTICLE 23 - LIABILITY INSURANCE**

The District agrees to either provide insurance coverage on behalf of the employees or provide liability defense for employees or a combination thereof in order to reasonably protect and indemnify employees from liability to third parties resulting from employees negligently performing duties within the scope of employment including reasonable attorney's fees and reasonable costs connected with lawsuits provided, however, such coverage will not protect the employee from their intentional and/or malicious tortuous acts or assaults.

## **ARTICLE 24 - RULES AND REGULATIONS**

The Union agrees that its members shall comply in full with district rules and regulations, including those relating to conduct and work performance. The District agrees that new departmental rules and regulations affecting working conditions that do not constitute mandatory subjects of bargaining shall be reviewed with the Union prior to implementation.

## **ARTICLE 25 - MANAGEMENT RIGHTS**

Except as limited by the terms of this Agreement and applicable law, the Union recognizes the prerogative of the District to operate and manage its affairs in all respects in accordance with its responsibilities and lawful power and legal authority. The District shall have the right to:

- (A) Determine District policy, practices, rules, regulations, and standard operating procedures/guidelines.
- (B) Determine work schedules, overtime, and the methods and processes by which work is to be performed. Changes to work schedules will be preceded by reasonable notice.
- (C) Hire, promote, demote, transfer, assign and/or retain employees in positions within the District.
- (D) Discipline employees for just cause.

- (E) Lay off employees for lack of work, lack of funds, reorganization or occurrence of conditions beyond the control of the District.
- (F) Determine the methods and processes, means and personnel by which operations are to be carried out on an efficient basis. This includes the right to modify operations, personnel and equipment.
- (G) The right to take whatever actions the Employer deems necessary to carry out services in an "emergency". Examples of "emergencies" are civil disorders, natural disasters, man-made disasters, quarantine to a large number of people, etc.

## **ARTICLE 26 - TUITION ASSISTANCE**

- 26.1 The Employer shall include in their annual budget, \$1000 per represented employee for college tuition reimbursement.
- 26.2 The tuition reimbursement applies toward courses in an approved accredited program awarding a degree in a field related to the fire service, such as, but not limited to, fire science, fire command and administration or fire prevention. Tuition assistance will not be allowed for paramedic school.
- 26.3 Within 90 days of successful course completion the employee may request tuition reimbursement by providing proof of tuition payment. Each represented employee will be entitled to a 50% tuition reimbursement up to \$1000 per year. This reimbursement should occur within 60 days of the employee's request.
- 26.4 If on November 1 there are funds remaining for that calendar year, they shall be dispersed equally to employees who provided proof of qualifying tuition expenses in excess of \$2000 to a maximum total of 50% tuition reimbursement. These funds should be disbursed to qualifying recipients by December 31st of the same year that the request was made.
- 26.5 To be a successful course or class completion the employee must receive a passing grade or score.

## **ARTICLE 27 - TOBACCO, DRUG AND ALCOHOL USAGE**

- 27.1 The use or possession of tobacco is prohibited on Fire District property, on emergency scenes, in district vehicles, at official Fire District Functions, or while in uniform representing East County Fire & Rescue.
- 27.2 Whenever employees are working, operating any East County Fire & Rescue vehicle, present on East County Fire & Rescue premises, or are conducting District related work off-site, they are prohibited from: using, possessing, buying, selling, manufacturing or dispensing an illegal drug (to include possession of drug paraphernalia); being under the influence of alcohol or an illegal drug as defined in District policy; and possessing or consuming alcohol.

## **ARTICLE 28 - PHYSICAL FITNESS**

- 28.1 The District shall provide time-as practical-during each standard work period for employees working a 24/48-hour shift to participate in an on-duty physical fitness program. PE clothing (T-shirt, shorts, sweatpants) shall be issued by the District. The PE program (inclusive of showering) shall be completed within 90 minutes (total time) --with return to an acceptable duty uniform.
- 28.2 The District agrees to provide 'on duty' workout facilities at no cost to the employee. These



facilities shall comply with all recognized standards for respiratory protection and safety. The parties agree to develop and implement a plan, at the initiation of this contract, to provide workout facilities that are not subject to toxic environmental contamination. The intent of this plan is that truck bays shall not be used for physical fitness.

- 28.3 The Union and District recognize the principles of the IAFF/IAFC Fitness Initiative and agree to adhere to the principals of this program
- 28.4 The district agrees to fund the training and continual certification of (2) WFI-certified peer trainers and make them available for fitness coaching to the members of the local. Participation will not be considered mandatory.
- 28.5 The District will provide, at no cost to the employee, annual firefighter medical physicals as outlined by the WFI and NFPA 1852. Participation will be considered voluntary, and the employer waives the right to access any information contained in the medical reports generated from them.

## **ARTICLE 29 - USE OF FIRE STATION**

The Employer agrees to allow the use of fire stations for the regularly scheduled monthly meeting of the Union provided such meetings do not disrupt normal department operations. Other uses of fire stations may be permitted with prior approval of the Fire Chief or designee.

## **ARTICLE 30 - LABOR MANAGEMENT COMMITTEE**

There shall be a Labor-Management Committee, consisting of up to three (3) union representatives and up to three (3) District representatives. The Committee shall meet at the request of either party, and by mutual consent. The committee's purpose is to discuss matters of mutual concern. It is understood that the committee's role is advisory only. The District agrees to make every practical effort to allow on-duty personnel to attend LMC meetings - short of compromising District operations. Off-duty personnel are encouraged to attend but will not be in 'paid' status for the meetings.

As per mutual agreements made in principle during the course of negotiation of this 2022-2024 CBA, both parties agree to meet as soon as possible for 3 distinct purposes. By way of mutual agreement, these three items may be approached separately, or combined and approached simultaneously. Any agreements reached will be codified by way of binding MOU. The following topics were agreed upon as areas of concern:

1. (1) Viable solutions to staffing shortages
2. (2) Appropriate compensation for the bargainable change in working conditions regarding Captain's assuming responsibility for Chart review
3. (3) Implementation of the principles of physical fitness as outlined by the IAFF/IAFC WFC and all sub-topics including firefighter physicals, professional appearance expectations and workout safety protocols

## **ARTICLE 31 - SEVERABILITY**

In the event that any provision of this agreement shall at any time be declared invalid by a final judgment of any court of competent jurisdiction, or through a final decree of a government, state or local body, such

decision shall not invalidate the entire agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. The parties agree that any invalid provision of this agreement shall be modified through negotiations to comply with the existing regulations or laws.

## **ARTICLE 32 - TERMINATION AND RENEWAL**

- 32.1 Unless otherwise indicated or except for contract language changes effective from the date of signature forward, this agreement shall be in full force and effect from January 1, 2022, until December 31, 2024.
- 32.2 Pursuant to the provisions of RCW, Chapter 41.56, the District agrees to commence negotiations with the union not later than June 1, 2023. The terms of this contract shall not be modified or changed during the term of this contract without mutual, written consent of both parties.

### ARTICLE 33 - COMPARABLE CRITERIA

The District and the Union agree to consider the following criteria when selecting comparable jurisdictions for contract negotiation:

1. Like Agencies - (combination fire district, non-transport)
2. Similar Population Served
3. Similar AV
4. Similar Geographic Location-Proximity

In the case of AV and population served the measure of similar organizations shall fall within a range of 50% above and 50% below ECFR.

### ARTICLE 34 - WILDLAND MOBILIZATION

The fire district agrees to allow represented employees to aid in the suppression of large-scale wilderness fires, conflagrations, etc.

It is the intent of the district to provide resources as requested by outside agencies. Therefore, the district will allow (1) qualified firefighter at a time to dispatch to wildland incidents as needed.

The dispatching of firefighters will be on a voluntary basis, and a rotation will be instituted to ensure all interested firefighters are given equal opportunity to participate.

The current cooperater agreement in place between the District and DNR will be used to determine dispatching procedures, length of assignment, pay, transportation, and overtime reimbursement for those called on to fill vacant shifts created by the assigned individual's absence.

The employee shall have all of the appropriate paperwork and documentation turned in to payroll upon return from mobilization. Mobilization pay will be received on normally scheduled pay dates.

EAST COUTY FIRE AND RESCUE

IAFF LOCAL 2444

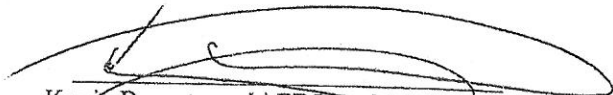
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Martha Martin Board Chair



Mike Carnes Fire Chief



Kevin Bergstrom IAFF Local 2444 president



John Prasch Bargaining unit rep

**Exhibit A-TBD**

2022 Rate of Pay				
50.6 Avg hrs per week (2632)			Hourly Rate	Annually
Firefighter	Class 4 (Probation)	85%	\$26.37	\$69,416.24
Firefighter	Class 3	90%	\$27.93	\$73,499.55
Firefighter	Class 2	95%	\$29.48	\$77,582.86
Firefighter	Class 1	100%	\$31.03	\$81,666.16
Captain	Class 4 (Probation)	105%	\$32.58	\$85,749.47
Captain	Class 3	110%	\$34.13	\$89,832.78
Captain	Class 2	115%	\$35.68	\$93,916.09
Captain	Class 1	120%	\$37.23	\$97,999.40