

AGREEMENT

BY AND BETWEEN

THE VALLEY REGIONAL FIRE AUTHORITY

AND

THE INTERNATIONAL ASSOCIATION OF

FIRE FIGHTERS' LOCAL #1352

Firefighter, Firefighter Specialist, Deputy Fire Marshal, Captain and Assistant Fire Marshal Bargaining Unit

January 1, 2020 through December 31, 2022

This agreement is between the Valley Regional Fire Authority (hereinafter called the "VRFA") and the International Association of Fire Fighters' Local #1352 (hereinafter called the "Union") for the purpose of setting forth the mutual understanding of the parties as to conditions of employment for Firefighter, Firefighter Specialist, Deputy Fire Marshal, Captain and Assistant Fire Marshal whom the VRFA recognizes the Union as the collective bargaining representative.

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This Agreement is made and entered into by and between the Valley Regional Fire Authority, hereinafter referred to as the "VRFA" and the International Association of Fire Fighters' Local #1352, hereinafter referred to as the "Union."

Article 1 Recognition of Union as Bargaining Representative

- 1.1 Recognition** - The VRFA recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and working conditions for all of the full-time members employed in the following work classifications: Firefighter, Firefighter Specialist, Deputy Fire Marshal, Captain, and Assistant Fire Marshal.

Article 2 Rights of Parties

- 2.1 Retention of Benefits** - All wages, hours, and working conditions held by members at the present time, and those in accordance with VRFA resolution, as well as those specifically mentioned in this Agreement will remain in full force, unless changed by mutual agreement during the term of this Agreement.
- 2.2 Management Rights** - The Union recognizes the prerogative of the VRFA to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers of authority which the VRFA possesses. These include, but are not limited to, the following:
- 2.2.1** The Union recognizes the exclusive right of the VRFA to establish reasonable work rules.
 - 2.2.2** The VRFA has the right to schedule overtime work as required and consistent with the requirements of public employment and the public interest.
 - 2.2.3** It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties will be performed by members.
 - 2.2.4** In addition to those rights set forth in Article I, the VRFA reserves the right to discipline members or discharge members for cause.
 - 2.2.5** The VRFA reserves the right to lay off members for lack of work or funds, or the occurrence of conditions beyond the control of the VRFA or where such continuation of work would be wasteful or unproductive.
 - 2.2.6** The VRFA will have the right to determine required schedules of work and to establish the methods and processes by which such work is to be performed.

- 2.2.7 The VRFA agrees to maintain a standard of work scheduling consistent with other comparable fire service providers in the area whose members work a similar tour of duty.

Article 3 Savings Clause

- 3.1 **Savings Clause** - Should any Article, Section, or portion thereof of this Agreement be unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court will apply only to the specific Article, Section, or portion thereof, directly specified in the decision and such a decision will automatically reopen for negotiations the Article, Section, or portion thereof of the Agreement found to be unlawful, to ensure compliance with the law.

Article 4 Union Membership and Payroll Deductions

- 4.1 **Dues Processing** - The Union will notify the VRFA of its initiation fees and dues. The VRFA will deduct such initiation fees and the Union dues from the wages of the employees who have authorized such deductions in writing, and forward them to the Union each pay period. Each pay period the VRFA will submit the dues to the address and name provided by the Union, accompanied by a list of dues-paying employees, their salaries and the amount of their dues.
- 4.2 **Other Deductions** - The VRFA agrees to deduct FIREPAC, FASTPAC, and Local 1352 PAC amounts from participating employees via payroll deduction. These monies are to be paid separately to the Union. Processing these deductions will constitute the sole obligation of VRFA with respect to the FIREPAC, FASTPAC, and Local 1352 PAC amounts. The Union will be solely responsible for the monies, including any set-up and administrative costs. The parties agree that authorization to deduct Union dues also applies to individual permission to deduct vacation time in accordance with Article 7.6 - Union Leave Bank.
- 4.3 **Revocation.** An employee may revoke his or her authorization for payroll deduction of payments to the Union by written notice to the VRFA. Every effort will be made to end the deduction effective on the first payroll, but not later than the second payroll, after the VRFA's receipt of the employee's written notice.
- 4.4 **Indemnification.** The Union will indemnify the VRFA against any and all liability which may arise by reason of the deduction by the VRFA of money for Union membership dues from employee's wages in accordance with employee authorizations furnished to it by the Union.

Article 5 Non-Discrimination Clause

- 5.1 **Non-Discrimination** - The Union and the VRFA agree to promote and afford equal employment opportunities to all persons regardless of race, color, religion or creed, ethnicity, national

origin, sex/gender, age (over 40), marital status, pregnancy or maternity, sexual orientation, gender identity, military or veteran status, genetic information, or the presence of any sensory, mental, or physical disability (unless based on bona fide occupational qualification), or any other basis protected by law.

Article 6 Union Bulletin Board

- 6.1 Bulletin Board** - A bulletin board will be provided by the VRFA in each fire station and located in a mutually satisfactory place for posting by the Union of notices of meetings, union elections, and results of union elections.

Article 7 Union Activity

- 7.1** The VRFA agrees not to discriminate against any member for lawful activity on behalf of, or membership in the Union. The Union also agrees not to discriminate against an employee of the VRFA for his/her failure to join the Union.
- 7.2 Union Business** - The business representative or other duly authorized union representative will be permitted to visit the department during operating hours for purposes consistent with the Agreement, providing he/she does not interfere with working members.
- 7.3** The Union agrees not to conduct union business on VRFA time and agrees that no Union meetings will be held during regular established operating hours on VRFA premises. To enable full representation at meetings by members of the Union, the established operating hours for this purpose will be deemed to be between 7:00 a.m. and 5:00 p.m.
- 7.4 Monthly Meetings** - Monthly meetings may be held in VRFA facilities. Additional meetings requiring the use of the VRFA facilities will require prior approval of the Fire Chief or designee.
- 7.5 Labor Negotiation Meetings** - The parties agree that the Union may designate up to three (3) members to participate on behalf of the Union in labor negotiations with VRFA. The Union will notify the VRFA of those designated. The VRFA will grant leave for those designated to participate in labor negotiations with VRFA without loss of pay during the actual time spent at negotiations provided that such leave will not adversely affect operations.
- 7.6 Union Leave Bank** - A Union leave bank will be established and maintained provided that it does not impose any additional cost to the VRFA. On January 1 of each year, the VRFA will remove vacation leave from each member's vacation bank and transfer it to the Union leave bank in accordance with the number of hours approved by the Union. The Union will notify the VRFA of the amount of vacation leave to levy against each member by October 1 of the prior year. The total levied against each member will be in whole hour increments. The total annual levy will not exceed

600 hours. Union leave must be requested in accordance with the same procedures in effect for vacation leave, with the following exceptions:

- 7.6.1 Deductions from the Union leave bank also must be approved by the President of Local #1352, or designee. The President of Local #1352 or designee will provide VRFA with written authorization approving each deduction.
- 7.6.2 Union leave may be denied by the Fire Chief or designee for operational concerns. Union leave will be used in whole hour increments.
- 7.6.3 If constant staffing overtime results when union leave is being used, the leave will be deducted from the Union leave bank at time and one-half.

Terms and Conditions of Employment

Article 8 Grievance Procedure

8.1 Grievance is hereby defined as the question or challenge raised by a member or the Union as to the correct interpretation or application of this Agreement by the VRFA. No action by the VRFA will be considered cause for a grievance unless it is specifically alleged that such action represents an incorrect application of the terms of this Agreement. Grievances will be resolved in the following manner.

8.2 **Notice Period** - Within fifteen (15) calendar days of when a member knows, or reasonably should have known, of the occurrence giving rise to the grievance, the member will provide written notification, through the Grievance Chair, to the Fire Chief. The parties will then have five (5) calendar days to reach resolution or move to Step 1. It is the parties' intent that any misunderstandings or miscommunications will be resolved during this Notice Period.

8.3 **Procedure:**

Step 1 All grievances will be reduced to writing and submitted to the Fire Chief by the appropriate Union representative within thirty (30) calendar days of the occurrence giving rise to such grievance. The Fire Chief will assign the appropriate VRFA supervisor to review and respond to the grievance in Step 1. The written grievance will include a statement as to the Article(s), Section(s) of the Agreement allegedly violated, facts giving rise to the grievance and remedy sought. A written decision will be rendered within fifteen (15) calendar days from the initiation of Step 1.

The parties agree that every effort will be made to resolve all grievances at this level.

Step 2 Grievances not settled at Step 1 will be submitted to the Fire Chief for review and/or resolution within fifteen (15) calendar days. A written decision will be rendered within fifteen (15) calendar days from the date the grievance was first received by the Fire Chief. Copies of the decision will be furnished to the member and his/her representative.

Step 3 Grievances not settled at Step 2, may, within forty-five (45) calendar days, be filed by the initiating party for submission to Arbitration. The parties will attempt to agree upon an arbitrator. If the parties are unable to reach an agreement, the parties will request a list of eleven (11) arbitrators from the Federal Mediation Conciliation Service (FMCS).

8.4 **Litigation Costs** - The fees and expenses of the Arbitrator will be divided equally between the VRFA and the Union; provided, however, that each party will bear the cost of presenting its own case. The Arbitrator's decision will be based solely upon his/her interpretation of the facts of the grievance presented. The Arbitrator will have jurisdiction and authority only to interpret, apply, or determine compliance with the specific terms of the Agreement and will not have jurisdiction to add to, detract from, or alter in any way the provision of this Agreement. Any decision within the jurisdiction of the Arbitrator will be final and binding upon the parties. The award and/or findings by the Arbitrator will be binding upon all parties concerned

8.5 **Arbitration Board Option** - By mutual agreement the parties may elect to establish an Arbitration Board, which will consist of a representative of the Union, a representative of the VRFA, and an Arbitrator mutually selected from FMCS. The chairman of the Board will be the FMCS Arbitrator. The fees and expenses of the Arbitrator will be divided equally between the VRFA and the Union; provided, however, that each party will bear the cost of presenting its own case. The Board's decision will be based solely upon its interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The award and/or findings by the Board will be binding on all parties concerned.

8.6 **Time Limits** - Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.

Article 9 IAFF/IFC Wellness Fitness Initiative

9.1 **Program** - The VRFA and the Union agree to implement and abide by the provisions in the IAFF/IAFC Joint Labor/Management Wellness-Fitness Initiative. It is the intent of both parties to use the Initiative as a tool to achieve compliance with laws and standards regarding firefighter health and safety.

9.2 **Annual Physicals** - Members will utilize their preventative medical insurance benefit to pay for any qualified cost associated with a member's annual physical that will not incur any out-of-pocket cost to the member. The VRFA will continue to pay for any test or procedure associated

with a member's annual physical that is not paid for by their preventative medical insurance benefit.

Article 10 Probationary Terms of Employment

- 10.1 Term** - Probationary periods upon initial appointment will not exceed one (1) year in length. Probationary periods may be extended at the discretion of the Fire Chief or designee in the case of an extended absence from work during the probationary period. During a member's initial probationary period, he/she may be discharged by the VRFA at will and does not have cause protection. Any discharge during a member's initial probationary period is not subject to the grievance procedure.
- 10.2 Promotional** - During a promotional probationary period, VRFA may automatically revert a member to his/her former classification based upon a good faith assessment of the member's performance.

Article 11 Promotional Exams

- 11.1** All promotions to positions within the Union will be based solely on merit, efficiency, and fitness ascertained by open competitive examination.
- 11.2** Examinations will fairly, objectively, and comprehensively test for qualifications for the position.
- 11.3 Exam Notice** - A general description of the process and methods of examination (i.e. written, oral, assessment center, etc.), and identification of any portions for which a passing grade is required, weight assigned by the VRFA to each component, minimum passing scores for any such portion, and minimum passing scores for the entire examination will be included in the official examination notice, which will be provided to the Union and posted not less than thirty (30) days before the examination. Postings required under this Article will be performed electronically.
- 11.4** Examinations will be prepared and administered by qualified persons.
- 11.5 Union Participation** - The Union may designate a representative to attend the development and administration of the examination. Further the Union may appoint one observer for each facet of the examination process to ensure consistency. Both the union representative and the observers will honor the confidentiality of the examination. The examiner(s) will have the responsibility of assuring that the observer does not disrupt the examination process. All observers are required to honor the confidentiality of the examination until the examination results are posted. The Union observer must be off duty or take leave.

- 11.6 Review Period** - Candidates will be allowed a period of five (5) business days following the completion of the examination, and before the posting of the candidates scores to inspect his/her summary score sheets and a form that will provide the candidates with information related to their performance in all phases of the testing process, and is intended to be comprehensive and contain the same criteria for each phase of the testing process as the rating score sheets used by the assessors. The criteria and content of the above form will be mutually agreed upon by the Union and the VRFA. Candidates are prohibited from reproducing the documents inspected.
- 11.7 Expiration** - A promotional list will be maintained by the VRFA for each promotional position within the Union. Each list will be valid for one (1) year, with the possibility of an extension for another year for a total of two (2) years.
- 11.8 Rule of 3's** - On request for certification of names to fill a vacancy, the Secretary-Chief Examiner will certify to the Fire Chief the three (3) names of the candidates standing highest on the appropriate eligibility list and willing to accept the position for which certification is made. Each appointment will be made by the VRFA, from one (1) of the top three (3) names on the list.
- 11.9 Probationary Period** - After each regular appointment from an eligibility list, a member will serve a complete period of probation before appointment or promotion is complete. No new probationary period results from a transfer to a different shift or reduction of a member who previously completed a probationary period. The period of probation will be twelve (12) calendar months from the date of appointment to a regular position. If a member is absent from duty for a prolonged period during a probationary period and the Fire Chief or designee does not have a reasonable opportunity to evaluate the performance of a member, the Fire Chief may calculate the probationary period on the basis of twelve (12) calendar months of actual service, exclusive of the time away on leave.
- 11.10 Appeal** - The Union will appeal any alleged violation of the promotion process set forth herein through the grievance procedure of this Agreement rather than through the Civil Service Commission. Exclusive to the promotional exam process, the grievance must be filed prior to the expiration of the five (5) day review period as set forth in Section 11.6 of this Article and will begin at Step 1. Any appeal of the promotion process not settled through the grievance procedure will be reviewed by an Arbitrator as to whether or not the VRFA violated the procedures set forth herein.

Article 12 Performance of Duty

- 12.1 No Strike** - The Union agrees that there will be no strikes, slowdowns, stoppages of work, or any interference with the efficient management of the VRFA during the term of this Agreement.

Article 13 Tobacco, Drug, Alcohol Free Workplace

- 13.1 Policy Reference** - The language from this article will be incorporated into policy. The VRFA and the Union agree that changes to the policy are a subject of mandatory bargaining.

Work Schedule and Hours

Article 14 Hours of Duty

- 14.1 Twenty-Four Hour Shift Schedule (Four Platoon)** - For members having twenty-four (24) hour duty shifts, shifts will begin at 7:00 a.m. and end the following day at 7:00 a.m. This will be accomplished by a one (1) day on / two (2) day off / one (1) day on / four (4) day off, four (4) platoon shift schedule and use Debit Days (twenty-four (24) hours on-duty) to be scheduled once every thirty-two (32) days. Over a four (4) year average, this approximates 206 hours of work per month.
- 14.2 Forty Hour Shift Schedule (Day Shift)** - Day Shift member's normal work schedule will be 5/8's (five (5) days, forty (40) hour week), exclusive of lunch periods and exclusive of Saturday and Sunday. In lieu of the 5/8's schedule, day shift members, with authorization from the Fire Chief, or designee, may work one of the following alternative work schedules: 4/10's ten (10) hours per day, four (4) days per week; or 9/80's nine (9) hours per day for four (4) days, eight (8) hours for one day, followed by two (2) days off, then nine (9) hours per day for four (4) days, followed by three (3) days off. The determination of which schedule an employee will work will be made by the Fire Chief or designee, considering workloads, weather conditions, daylight hours, commuting, staffing availability, the needs of the department, etc. The affected employee, and the Union, will be notified fourteen (14) calendar days in advance of any schedule changes.

For purposes of this subsection, the **available** workday includes all non-holiday workdays from 06:00 (6:00 A.M.) to 18:00 (6:00 P.M.). The **standard** ten-hour work day is from 07:00 (7:00 A.M.) to 17:00 (5:00 P.M.). Employees may request from their supervisor that their workday include any 10 (ten) hour period within the **available** workday. Such hours are not required to be contiguous. Likewise, the supervisor may request that the employee work non-typical hours within the **available** workday to meet operational needs. If the employee declines to voluntarily modify their **standard** hours because of this request, then overtime would be paid for any hours required to be worked outside the standard workday.

- 14.3 Debit Days** - Debit Days will be regularly scheduled days that each shift member is required to work above and beyond their normally scheduled shifts. Each twenty-four (24) hour shift member will be scheduled to work a debit day every thirty two (32) calendar days, for an average annual

total of two hundred seventy six (276) hours of debit time. These Debit Days may be traded between members or members may use annual leave in lieu of working these scheduled Debit Days with the prior approval of the Fire Chief or his/her designee under the provisions applicable to requesting annual leave.

- 14.4** The determination of which schedule a member will work will be made by the Fire Chief or his/her designee, considering workloads, weather conditions, daylight hours, commuting, staffing availability, the needs of the organization, etc. The affected member, and the Union, will be notified fourteen (14) calendar days in advance of any schedule changes.
- 14.5** **Lunch Period** - Members assigned to a twenty-four (24) hour shift will receive a one (1) hour paid lunch period. Members assigned to a forty (40) hour workweek will receive a thirty (30) minute paid lunch period. Members will be available for emergency response during their paid lunch period. Members on modified duty will not receive a paid lunch period, and may work a straight-eight or straight-ten hour shift. Members on modified duty who work a straight-eight or straight-ten hour shift will receive the same rest periods provided to day-shift members, but will work through their lunch period.
- 14.6** **Work Demand** - VRFA retains the right to work employees for all hours compensated.
- 14.7** **Fair Labor Standards Act (FLSA) Period** - The work period, for Fair Labor Standards Act (FLSA) purposes, will be sixteen (16) days, with a maximum of one hundred twenty one (121) hours worked, for twenty-four (24) hour shift employees. The FLSA work period for all other employees is seven (7) days.

Article 15 Overtime

- 15.1** **Emergency Callback Overtime** - All off-shift members will be paid at their overtime rate when called back to duty when off shift due to emergency staffing needs. Members called back to duty for less than two (2) hours will be guaranteed a minimum of two (2) hours at their overtime rate and members called back for more than two (2) hours will be paid for a four (4) hour minimum. Any time worked after four (4) hours will be rounded up to the next quarter hour. Off-shift members called back to duty on a designated holiday as defined in Article 28 of this Agreement, will be paid at two (2) times their hourly rate for all hours worked.
- 15.2** **Holdover Overtime** - Members held over on their normal shift because of an emergency call occurring at shift change, or to provide minimum staffing on an apparatus at shift change will be paid a minimum of one (1) hour. Time in excess of one (1) hour will be rounded up to the next quarter hour. Holdover overtime will be paid at the member's overtime rate, unless the holiday rate per Section 16.1 applies.

- 15.3 Off-Shift Emergency Overtime** - Off-shift Emergency overtime occurs when off-duty members happen upon emergency incidents within the VRFA service area and when the officer in charge of arriving emergency units requests their assistance. Off-shift emergency overtime will be paid at the member's overtime rate for actual hours worked rounded up to the next quarter hour.
- 15.4 Additional Staffing Overtime** - With the exception of the use of mutual or automatic aid and whenever possible, any additional staffing requirements of the VRFA will be met by first affording the opportunity to work to full-time paid members of the VRFA.
- 15.5 All Other Overtime** - Except as otherwise provided above with respect to holdover, callback, and off-shift emergency overtime, overtime pay will be earned at the rate of one-and-one-half (1.5) hours of current regular rate of pay for a minimum of one (1) hour. Time worked in excess of one (1) hour will be paid for actual time worked and will be rounded up to the next quarter hour.

Article 16 Working Out of Classification

- 16.1 Acting Pay** - Any member covered by this Agreement and temporarily assigned by the Fire Chief or designee to work in a higher classification will be paid at the established rate of pay for such classification while performing such duties.

Wages and Specialty Pay

Article 17 Salary Calculations and Pay Periods

- 17.1 Compensation** - Members covered by this Agreement will, commencing January 1, 2020, or as of the ratification of this Agreement, whichever is later, be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix "A."
- 17.1.1** Effective January 1, 2020, the 2019 wage scale will be increased by one hundred percent (100%) of the Seattle-Tacoma-Bellevue CPI-W (June 2018 to June 2019 index), which is one point seven percent (1.7%).
- 17.1.2** Effective January 1, 2021, the 2020 wage scale will be increased by one hundred percent (100%) of the Seattle-Tacoma-Bellevue CPI-W (June 2019 to June 2020 index) with a minimum of one percent (1%) and a maximum of three percent (3%).
- 17.1.3** Effective January 1, 2022, the 2021 wage scale will be increased by one hundred percent (100%) of the Seattle-Tacoma-Bellevue CPI-W (June 2020 to June 2021 index) with a minimum of one percent (1%) and a maximum of three percent (3%).

17.2 Deferred Compensation -

17.2.1 The VRFA will contribute a total five percent (5%) of each employee's base wage to a deferred compensation account selected by the employee from the accounts provided by VRFA.

17.3 Pay Periods - Pay days will be on or before the seventh (7th) day and twenty-second (22nd) day of each month, unless the subject days fall on a Sunday or a Monday holiday, in which case pay will be issued on the first working day after the Sunday or Monday holiday. All members will receive their regular pay by electronic direct deposit.

17.4 Base Hourly Rate Calculation - The base hourly rate is equal to the base pay period rate times two (2) (pay periods per month), times twelve (12) (months per year) divided by the individual's scheduled hours of work (two thousand eighty (2,080) for day shift members or two thousand four hundred seventy-two (2,472) for twenty-four (24) hour shift members. This rate is not used to calculate overtime.

17.5 Current Regular Pay Rate Calculation and Overtime - The current regular pay rate is equal to the base pay period rate plus applicable pay period incentive or specialist pay as required by FLSA, times two (2) (pay period per month), times twelve (12) (month per year), divided by the individual's scheduled hours of work (two thousand eighty hours (2,080) for day shift members or two thousand four hundred seventy-two (2,472) for twenty-four (24) hour shift members. The rate to calculate overtime is one-and-one-half (1.5) times the regular rate of pay calculation.

Article 18 Longevity Incentive

18.1 Longevity - Members will receive longevity pay based on seniority as shown in the table:

Months of Service	Amount
Upon completion of 5 years	3.0% of FF1C salary per month
Upon completion of 10 years	6.0% of FF1C salary per month
Upon completion of 15 years	8.0% of FF1C salary per month
Upon completion of 20 years	10.0% of FF1C salary per month

Article 19 Education Incentive

19.1 Incentive - Members will receive monthly education incentive pay for completion of approved degree programs, or portions thereof, as outlined in the following matrix:

19.1.1 For members hired *on or before* December 31, 1989, in a regular full-time position by the City of Auburn, City of Pacific, or KCFPD #44:

Credits Earned	Educational Incentive Pay
30 College Quarter Credits	\$69.64 per month
60 College Quarter Credits	\$129.28 per month
AA Degree (2-year Degree)	3% of Firefighter First Class' base wage per month
BA/BS Degree (4-year Degree)	4% of Firefighter First Class' base wage per month

19.1.2 For members hired *on or after* January 1, 1990, in a regular full-time position by the City of Auburn, City of Pacific, KCFPD #44, or VRFA:

Credits Earned	Educational Incentive Pay
AA Degree (2-year Degree)	3% of Firefighter First Class' base wage per month
BA/BS Degree (4-year Degree)	4% of Firefighter First Class' base wage per month

19.1.3 Effective January 1, 2020 it is agreed that any prospective Captain or Captain-equivalent rank will be required to have obtained 90 college quarter credits, or 60 semester credits, or an Associate's Degree, subject to the conditions outlined in subsection 19.2 and Article 20 of this Agreement, to qualify for promotional examination. Incumbent employees promoted to Company Officer, or an equivalent rank, prior to January 1, 2020 are exempt from this requirement. Captains and Assistant Fire Marshals are not eligible for education incentive below a bachelor's degree as this is a job requirement and the incentive has been included in the base salary.

19.2 **Accreditation** - Education incentive will be paid for degrees conferred by an accredited college or university according to the following seven regional accreditation agencies: Accrediting Commission for Community and Junior Colleges Western Association of Schools and Colleges; Higher Learning Commission; Middle States Commission on Higher Education; New England Commission of Higher Education; Northwest Commission on Colleges and Universities; Southern Association of Colleges and Schools Commission on Colleges; and Western Association of Schools and Colleges Senior College and University Commission found at chea.org.

19.3 **New Hires Eligibility** - Newly hired members, serving a probation period, will not be eligible for education incentive pay until successfully completing their probation.

Article 20 Tuition Reimbursement

20.1 The VRFA recognizes the need to encourage and support educational opportunities for members subject to budgetary limitations. To be eligible for education reimbursement (not related to

mandatory JATC or required department training), the member must have passed their new hire probationary period by the start of the class for which the reimbursement is approved. VRFA may deny requests for tuition assistance due to a member's disciplinary record, unless the class is taken as a requirement of a disciplinary action or as part of a performance improvement plan.

- 20.2 Grade Requirement** - The VRFA will reimburse members for tuition costs incurred upon satisfactory (grade of "C" or better, or equivalent) completion of approved course work. Course work must be related to the member's current position or a potential promotional position with the VRFA within the member's career path. Eligible costs include tuition, fifty percent (50%) of the cost of books, and lab fees associated with the course.
- 20.3 Eligible Costs** - Eligible costs include tuition, fifty percent (50%) of the cost of books, and lab fees associated with the course.
- 20.4 Excluded Coursework** - It is understood that tuition reimbursement and cost of books will not be approved for course credit given for work experience, audited courses, or courses in which the member is given credit for "testing out" (i.e., CLEP, DAN TES, or other college/university testing programs).
- 20.5 Tuition Rates** - If a member is attending an accredited State institution, the member will be reimbursed based upon that institution's tuition schedule. If a member is attending a Non-State supported institution, the member will be reimbursed on the basis of the equivalent State institution not to exceed the highest State institution schedule, whichever has the lower cost. Education reimbursements for degree programs must be approved by the Fire Chief or designee.
- 20.6** Members who separate from employment (other than a disability retirement resulting from an on-the-job injury) within twenty-four (24) months after receiving education reimbursement for degree program(s) will repay the VRFA for the tuition, books, and associated fees paid by the VRFA.
- 20.7 Approval** - Request for class approval must be submitted to the Fire Chief or designee by May 1st of each year for the following calendar year. Requests for approval and reimbursement requests must be submitted in accordance with VRFA policy.
- 20.8 Hours of Attendance** - Members who wish to attend classes offered by schools, colleges, universities, or other educational organizations must do so during their off hours. In special cases, subject to VRFA approval, an irregular work schedule may be arranged in order for a member to attend courses that are not offered during off hours. Hours spent by a member while attending class or studying for such class during off hours, will not be considered compensable hours.

Article 21 Pay Differential

21.1 Pay - The following pay differentials are hereby established: Beginning January 1, 2020:

Firefighter 1 st Class	100% of Firefighter 1 st Class Base Wage
Specialist Assignment	102% of Firefighter 1 st Class Base Wage
Deputy Fire Marshal	107% of Firefighter 1 st Class Base Wage
Captain and Assistant Fire Marshal	125% of Firefighter 1 st Class Base Wage

21.2 **Forty (40) hour work week premium** - A premium of six percent (6%) of the individual member’s base wage will be paid to member regularly assigned to a forty (40) hour work week assignment.

21.3 **30 Day Rule** - Members assigned by the Fire Chief or his/her designee to a temporary forty (40) hour work week project, or program that exceeds thirty (30) days in length are entitled to the pay differential above beginning on the 31st day, and will continue until they are returned to a regular 24-hour shift assignment. This does not include members on light or modified duty.

Article 22 Standby Duty Incentive

22.1 **Standby** - Members formally placed on standby status by the Fire Chief or designee will be compensated at 15% of FF1C shift base wage per hour for each hour of assigned standby duty.

Regular overtime provisions apply if a standby assigned member is actually required to work. The assigned member will not receive the hourly standby rate while in overtime paid status. It is expected that de minimis consultative work such as telephone questions are included as part of the standby duty. When assigned to standby, the member must be capable of responding to the VRFA boundaries within thirty (30) minutes of receiving a call for service.

Article 23 Specialty Assignment Incentive

23.1 The classification of specialist is identified for those Firefighters who are assigned by the Fire Chief or his/her designee to any of the special work assignments listed below.

23.2 Specialist pay rate for this classification is one hundred and two percent (102%) of FF1C base pay. Deputy Fire Marshals assigned to forty (40) hour work weeks or twenty-four (24) hour shifts will receive specialist pay of one hundred and seven percent (107%) of FF1C base pay.

23.3 Performance standards of specialist assignments will be defined by the administrative policy of the VRFA. In addition, the following guidelines will serve this purpose:

23.3.1 Members will be appointed as specialist team trainees by the Fire Chief or his/her designee in accordance with the "Guidelines for Testing for Specialist" referenced in 24.3.9 of this Section.

23.3.2 Members may be removed from specialist assignments by the Fire Chief or his/her designee for reasons that may include, but are not limited to:

- A. Inability or unwillingness to meet performance standards
- B. Failure to respond with statistical regularity
- C. Inability or unwillingness to achieve training goals
- D. Changing staffing or operational needs of the department

23.3.3 Members who are appointed to a specialist assignment will be expected to serve as "Trainees" until training objectives and performance standards are achieved. At the end of the first six (6) month period, the Fire Chief or his/her designee will evaluate the progress of the trainee towards accomplishment of specific training goals and proficiency standards.

Trainees shall be compensated at the specialist rate during their six (6) month evaluation period. Should a member transfer from one specialist assignment to another assignment eligible for specialist pay, said member will continue to receive the specialist pay without interruption during the new training period. Should the new training period not be successfully completed, the specialist pay will be discontinued upon removal of the member from the specialist pay assignment. Members assigned to forty-hour (40) work weeks in a specialist pay eligible assignment will receive their Specialist pay effective at the start of their assignment.

23.3.4 Specialist assignments:

- A. Rescue Specialists
- B. HAZ-MAT Specialists
- C. Public Information and Education Specialist
- D. Medical Program Specialist
- E. Deputy Fire Marshal
- F. Respiratory Protection Specialist

Nothing will preclude the Fire Chief or his/her designee from adding to or deleting specialist assignments based on operational and staffing needs of the VRFA.

23.3.5 Members receiving specialist pay will be required to prepare and deliver specified training classes. The class schedule and specific curriculum will be defined by the Training Division on an annual basis.

- A. **Shift Medical Program Specialists** will be certified Emergency Medical Technician (EMT) continuing education (C.E.) instructors through King County Emergency Medical Service (K.C.E.M.S). Shift medical program specialists will teach required C.E. classes for VRFA EMT certified personnel as defined by K.C.E.M.S.
 - B. **HAZ-MAT Specialists** will develop training programs and instruct necessary proficiency evaluations to maintain a prescribed level of qualification as defined by the Training Division.
 - C. **Respiratory Protection Specialists** will repair and maintain equipment, and teach respirator and self-contained breathing apparatus (SCBA) related classes in compliance with mandatory regulations and as directed by the Training Division.
- 23.3.6 The Fire Chief may appoint an eligible candidate to a specialist assignment based upon specialized vocational skills that prove cost-effective and in the best interests of the VRFA.
- 23.3.7 Supervisory Officers (Captain, Assistant Fire Marshal) will not be eligible to receive specialist pay, but are subject to being assigned supervisory responsibilities of any specialist or specialist staffed program.
- 23.3.8 It is the intent to encourage the appointed specialist to serve in the specialist assignment long enough to be of value to the VRFA. Voluntary resignation of the member from a specialist assignment will require prior review and approval of the Fire Chief or his/her designee. Deputy Fire Marshals will commit to a minimum three (3) year assignment.
- 23.3.9 **Guidelines for Testing for Specialist Pay eligible assignments or Teams** - Testing to fill vacancies for specialist assignments will be conducted under the direction of the VRFA and oversight of the testing process will be provided by a member of the "Joint Apprenticeship and Training Committee" (JATC).
- A. The VRFA Civil Service Commission Secretary-Chief Examiner and the JATC will ensure that the applicants for specialist will have a passing grade in an impartial examination for said position. The VRFA Civil Service Commission Secretary-Chief Examiner will file the results of the examination (per Civil Service Rule 22).
 - B. **To fill specialist vacancies, the supervisor of the team or program with the vacancy or anticipated vacancy will:**
 - 1) Submit a request to fill the vacancy to the Fire Chief via the chain of command. Once approval to fill the vacancy is granted,

the Fire Chief or designee will review the list of candidates on the current eligibility list for appointment. Should no eligibility list be available to fill the position, the Fire Chief will forward the approval to conduct the test to the VRFA Civil Service Commission Secretary-Chief Examiner, the supervisor and the JATC.

- 2) The Fire Chief or his/her designee will appoint a supervisor to coordinate the conduct of an examination with a designated member of the JATC.
- 3) All tests conducted under the oversight of the JATC will comply with Civil Service Rules (Rule 8), the Collective Bargaining Agreement, and VRFA policy. It is the intent of the JATC to ensure that fair, impartial, and documented tests are conducted.
- 4) The appointed member seeking to fill a vacancy will provide the JATC with a confidential examination that meets the provisions of item C3. The appointed member will ensure that the technical aspects of the test are correct and the JATC coordinator shall ensure compliance with item C3.
- 5) Tests developed for use will be kept in the custody of the VRFA Civil Service Commission Secretary-Chief Examiner. After testing is conducted, the candidates testing materials and records will be maintained by the VRFA Civil Service Commission Secretary-Chief Examiner.
- 6) At least one member of the JATC will be present and act as a proctor during the conduct of all phases of the testing.
- 7) The VRFA Civil Service Commission Secretary-Chief Examiner will supply the Fire Chief with written test results in ranking order. The Fire Chief may authorize an appointment to fill a vacancy after appropriate review.

Time-off Benefits

Article 24 Sick Leave

- 24.1** All full-time members will be entitled to utilize available sick leave when they are incapacitated for the performance of their duties by reason of sickness or injury or as allowed under the Washington

Family Care Act (FCA), and the Washington Family Leave Act (FLA), which include domestic partners as defined in Washington Administrative Code (WAC 182-12-260).

- 24.2 Twenty-Four Hour Shift Members** - Sick leave for twenty-four (24) hour shift members will accrue on the basis of twenty-four (24) hours per calendar month during a member's first twenty-four (24) months of employment with VRFA. For each month of service after the first twenty-four (24) months, a member will accrue sick leave at the rate of twelve (12) hours per month to a maximum of thirteen hundred (1,300) hours.
- 24.3 Day Shift Members** - Sick leave accruals for day shift members will accrue on the basis of eight (8) hours per calendar month to a maximum of nine hundred sixty (960) hours. When sick leave is taken by a day shift member, it will be deducted on the basis of one (1) hour of sick leave accrual for each one (1) hour of sick leave used.
- 24.4 Members on any form of sick leave may be required to provide medical documentation from an appropriate health care provider.**
 - 24.4.1 Three Work Days** - For any period of sick leave that exceeds three (3) work days for any one incident, the member will be required to submit a written report from an appropriate health care provider to the Fire Chief or designee. The report will include, when applicable, a written statement explaining his/her diagnosis, treatment, and prognosis. This may also initiate FMLA provisions as defined in VRFA administrative policy.
 - 24.4.2 30-Day Updates** - Reports of this nature will be required every thirty (30) days for members on sick or FMLA leave or modified duty exceeding three (3) work days for one incident. Every report will note the member's medical suitability for return to regular or modified duty as defined by the modified duty/physical capabilities job description provided by the Fire Chief or designee for the physician's evaluation.
- 24.5 Second Opinion** - The Fire Chief may, at his/her discretion require the member to go to a doctor of the VRFA choice for a second opinion on the member's condition paid for by the VRFA in the event an incident exceeds three (3) work days use of sick or FMLA leave. The second opinion will include the prognosis and suitability for return to unrestricted or modified duty based on the duty/physical capability job description. Modified duty for LEOFF I members will be voluntary. Assignments to modified duty will be made in accordance with VRFA administrative policies. Any dispute arising out of applicable physician's reports regarding an employee's fitness for light duty will be resolved by third party physician's opinion; the third party physician will be selected by the first two (2) physicians, to be secured at VRFA expense.
- 24.6 Medical Reporting** - Sickness or injury will be reported at the beginning of any period of illness to the Fire Chief or designee.

- 24.6.1 Injury** - If a member sustains an injury requiring treatment by a health care provider, the member will be required to submit to the Fire Chief or designee, before resuming his/her duties, a return to work slip from the health care provider stating that the member can return to work with or without restrictions. If work restrictions are required, assignments to modified duty will be made in accordance with VRFA administrative policies.
- 24.6.2 Illness** - If sick, the member will provide medical documentation from an appropriate health care provider explaining the nature of the member's illness, the duration of the illness, and ability to return to work within three (3) days when requested. In both cases, within three (3) days of returning to work, the member will submit a formal request for approval of leave taken.
- 24.7 Family Sick Leave** - Family sick leave will be reported at the beginning of any period of illness to the duty Battalion Chief. The member will explain the nature of the family illness or emergency. The duty Battalion Chief may request medical documentation from an appropriate health care provider for periods of family sick leave use lasting twenty- four (24) hours or less. Such documentation will be required when a member uses more than twenty-four (24) hours of family sick leave, for the same illness or injury, unless prior arrangements are made with the Fire Chief or designee. Members may take up to twelve (12) weeks of FMLA leave for the birth of a child or placement of an adopted or foster child as provided in the FMLA. Members taking FMLA for the purpose of bonding with a newborn or adopted child are not allowed to take FMLA intermittently. Members will use their accrued leave banks during such leave in accordance with VRFA policy. Leave without pay is available beyond that timeframe, in accordance with the FMLA.
- 24.8** Members may take up to twelve (12) weeks of FMLA leave for the birth of a child or placement of an adopted or foster child as provided in the FMLA. Members taking FMLA for the purpose of bonding with a newborn or adopted child are not allow to take FMLA intermittently. Members will use their accrued leave banks during such leave in accordance with VRFA policy. Leave without pay is available beyond that timeframe, in accordance with the FMLA.
- 24.9 On-the-job Injury** - When a LEOFF II member sustains an on the job injury or illness as covered by Washington State Workers' Compensation, the member will receive their current regular rate of pay for a period not to exceed six (6) months. The member will endorse all Washington State Department of Labor and Industries (L&I) Time Loss Compensation checks over to the VRFA within ten (10) business days of receipt. The member will continue to receive all VRFA fully-funded benefits as they are afforded to active members. VRFA may reduce any member's pay for the amount of Workers' Compensation checks not endorsed and submitted to the VRFA as provided herein to ensure the member receives no more than the member's regular rate of pay for any pay period.

After the six (6) month disability period lapses, the member may then use sick leave, or any other appropriate leave, to supplement the difference between their L&I Compensation benefits and their regular rate of pay. If any combination of sick leave and time loss payment exceeds the member's regular rate of pay the member will turn their time loss payments over to the VRFA and the VRFA will reimburse the member's sick leave account the number of sick leave credits proportionate to the L & I time loss payments.

- 24.10 Disability Program** - Members receiving benefits from the Washington State Council of Fire Fighters (WSCFF) disability program specified in this Agreement will buy back sick leave used while on such disability up to a maximum of six (6) months of sick leave. Sick leave will be bought back at the sick leave rate and any directly related costs or benefits. Sick leave will be bought back utilizing only the proceeds of the WSCFF disability program.
- 24.11 Modified Duty** - On release of the member for modified duty and prior to return to unrestricted duty, the Fire Chief or designee may assign members to suitable duties within the VRFA on the existing shifts.
- 24.12 Recuperation** - Members on sick leave or family sick leave will do all in their power to recuperate quickly from an illness or injury and assist an ill family member in a like manner. The member will do nothing which prolongs recovery from an illness, injury, or the swift recovery of a family member. Members attending ill family members will also restrict themselves to the assistance of the ill family member in appropriate surroundings. Any other arrangements during recuperation will require a doctor's permission and/or the permission of the Fire Chief or designee.
- 24.13 Donation of Leave** - Subject to VRFA policy, and the approval of the Fire Chief or designee, members will be allowed to voluntarily donate a portion of their accrued sick leave to a member who have depleted all leave balances and whose need to take leave without pay is due to a severe, extraordinary, and/or life threatening health condition.
- 24.14 WSCFF Disability Program** - Members receiving benefits from the Washington State Council of Fire Fighters (WSCFF) disability program specified in this Agreement will buy back sick leave used while on such disability up to a maximum of six (6) months of sick leave. Sick leave will be bought back at the sick leave rate and any directly related costs or benefits. Sick leave will be bought back utilizing only the proceeds of the WSCFF disability program.
- 24.15 Emergency Sick Leave Bank** – Effective January 1, 2020, or upon the ratification of this agreement, whichever comes later, the VRFA will establish an Emergency Sick Leave Bank for use by members covered by this contract. This bank will be initially populated with two thousand (2,000) hours of sick leave that is available to members covered under this agreement under the following conditions:

- 24.15.1 The emergency sick leave bank may only be accessed for bona fide medical necessity of the member or immediate family member as identified in this contract article. A doctor's note is required to substantiate such need and the anticipated duration of such need.
 - 24.15.2 Emergency sick leave is only available when all of the member's other leave banks are exhausted.
 - 24.15.3 Emergency sick leave may not be used in lieu of working light duty.
 - 24.15.4 Leave accrued while using the emergency sick leave bank will be deducted prior to emergency sick leave being utilized.
 - 24.15.5 The emergency sick leave bank will be brought back up to two thousand hours on January 1 of each year this contract is in force.
 - 24.15.6 Individuals are limited to six months equivalent hours from the emergency leave bank per qualifying event (1040 hours for forty-hour employees and 1236 hours for twenty-four hour employees).
- 24.16 Annual Sellback** - When a twenty-four (24) hour shift member has accumulated thirteen hundred (1,300) hours of sick leave, or when a day shift member has accumulated nine hundred and sixty (960) hours of sick leave, his/her sick leave will continue to accumulate at the appropriate rate per month, as defined in Sections 25.2 and 25.3 above, until the end of the year. The member will then be paid by check on or before January 20th each year for all sick leave hours accrued but unused above the minimum balance for carryover as defined below.
- 24.16.1 Day shift members will be paid at twenty-five (25%) of member's current regular rate of pay for all unused accrued sick leave hour(s) in excess of nine hundred and sixty (960) as of December 31st
 - 24.16.2 Twenty-four (24) hour shift members will be paid at twenty-five (25%) of member's current regular rate of pay for all unused accrued sick leave hour(s) in excess of thirteen hundred (1,300) as of December 31st.
- 24.17 Final Sellback** - Upon certification of disability retirement by the Department of Retirement Systems (DRS), retirement, death, or termination in good standing (not termination for cause) the member will be reimbursed at his/her current rate of pay for unused accrued sick leave up to a maximum of thirteen hundred (1,300) hours in accordance with the following schedule based on continuous years of service.

Members of the bargaining unit hired *prior* to January 1, 1993:

Upon Completion of Year of Service	Percent of Accrued Unused Sick Leave
15 through 24 years	50%
25 years and over	100%

Members of the bargaining unit hired *after* December 31, 1992, with at least twenty (20) years of service and have reached the age of fifty-three (53) will be eligible for cash out of accrued but unused sick leave at the rate of twenty-five percent (25%) of his/her current rate of pay for unused accrued sick leave up to a maximum of thirteen hundred (1,300) hours.

In the event of death occurring in the line of duty, one hundred percent (100%) of such employee's accrued unused sick leave will be paid to the member's beneficiary regardless of the member's years of service.

Article 25 Bereavement Leave

- 25.1** Members will be allowed up to three (3) calendar days off for day shift members or one (1) twenty-four (24) hour shift off for twenty-four (24) hour shift members without loss of pay for death in his/her immediate family requiring his/her presence, on approval of the Fire Chief or designee. Immediate family will include under this Article only the member's grandparents, father, mother, father-in-law, mother-in-law, spouse, brother, sister, children, stepchildren, stepmother, stepfather, stepbrother, stepsister, step grandparents, or domestic partner as defined in Washington Administrative Code (WAC182-12-260).

Article 26 Vacation Leave

- 26.1** Each member of the bargaining unit will be granted a vacation in each calendar year without loss of pay. Such vacations will be computed in accordance with Article 26, Section 2.1 and under the direction and supervision of the Fire Chief or designee.
- 26.2** Each full-time member of the VRFA will be entitled to accrue vacation leave for each month of continuous service defined as paid status commencing from the date of their initial employment in the VRFA, City of Auburn, City of Pacific, or KCFPD #44.
- 26.2.1** **Twenty-Four Hour Shift Members** - Will be entitled to vacation in accordance with the following schedule:

Accrual		
Beginning	Shifts/Year	Hours/Month
1 st year of service	3	6.0
2 – 5 years' service	7	14.0
6 – 10 years' service	9	18.0
11 – 15 years' service	10	20.0
16 – 20 years' service	11	22.0
21 or more years' service	12	24.0

26.2.2 Day Shift Members - Will be granted vacation in accordance with the following schedule:

Accrual		
Beginning	10-Hour Days/Year	Hours/Month
1 st year of service	7.2	6.0
2 – 5 years' service	12.0	10.0
6 – 10 years' service	15.6	13.0
11 – 15 years' service	18.0	15.0
16 – 20 years' service	19.8	16.5
21 or more years' service	20.4	17.0

26.3 **Maximum Accumulation** - The maximum accumulation of vacation hours will be determined by multiplying the member's monthly accrual rate times twenty-four (24) as of the member's anniversary date, unless the member has approval of the Fire Chief or designee to exceed this maximum.

Years	Shift Maximums (Hours)	Day Maximums (Hours)
1	144	144
2 – 5	336	240
6 – 10	432	312
11 – 15	480	360
16 – 20	528	396
21 or more years	576	408

26.4 **Vacation Sellback** - At the member's discretion and upon written request to the Fire Chief or designee no later than November 30th, any portion of remaining vacation over six (6) shifts

(totaling forty-eight (48) hours for forty (40) hour shift members and one hundred forty-four (144) hours for twenty-four (24) hour shift members) which has been earned that year but not taken in accordance with existing policy, will be paid by check on or before December 10th of each year at the member's regular rate of pay.

Article 27 Leave Conversion

- 27.1** Members that are reassigned between twenty-four (24) hour and day shift including temporary assignment lasting more than thirty (30) days will have their leave banks converted based on the following:
- 27.2 Sick Leave** - The number of hours of accrued sick leave immediately prior to the new assignment will be multiplied by the member's hourly rate in place immediately prior to the new assignment to determine the cash value of sick leave. The cash value will then be converted back to hours at the member's new hourly rate to a maximum of nine hundred sixty (960) hours for day shift and one thousand three hundred (1,300) for twenty-four (24) hour shift members. The new balance will be rounded up to the nearest quarter hour for those assigned to day shift and the nearest full hour for those assigned to twenty-four (24) hour shifts. If this conversion results in hours in excess of the maximums, such excess hours will be held in escrow and returned to the member upon reassignment back to their original shift utilizing the calculation above, or in the case of cessation of employment, paid to the member in accordance with the provisions of Article 24.17, Final Sellback.
- 27.3 Vacation Leave** - The number of hours of accrued vacation leave immediately prior to the new assignment will be multiplied by the member's hourly rate in place immediately prior to the new assignment to determine the cash value of vacation leave. The cash value will then be converted back to hours at the member's new hourly rate to a maximum of the member's new monthly accrual rate times twenty-four (24). The new balance will be rounded up to the nearest quarter hour for those assigned to day shift and the nearest full hour for those assigned to twenty-four (24) hour shifts. If this conversion results in hours in excess of these maximums, such excess hours will be held in escrow and returned to the member upon reassignment back to their original shift utilizing the calculation above, or in the case of cessation of employment, paid to the member.
- 27.4 Example of Conversion:**

Amounts Used in this Example:	
24 hour shift hourly rate:	\$25.00/hr
Day shift hourly rate:	\$26.25/hr
Beginning shift leave bank:	1300 hours
Maximum day shift bank:	960 hours

Example - Member goes from 24 hour shift to day shift:

Step	Example	Conversion	Equals
1	Dollar value of 24 hour shift sick leave	25 * 1300 hrs	\$32,500
2	Day shift hours equivalent	\$32,500/\$26.25	1,238.10 hrs
3	Determine day shift bank/escrow hours	1,238.10 – 960 hrs	278.10 escrow
			960 bank

Example - Member goes back to 24 hour shift from day shift:

Step	Example	Conversion	Equals
4	Determine dollar value of day shift sick	\$26.25 * (278.1 escrow hrs + 960 bank hrs)	\$32,500
5	24 hour shift equivalent	\$32,500/\$25.00	1,300 hrs Returned to member

27.5 Members assigned to day shift prior to January 1, 2018 who are reassigned to twenty-four (24) hour shift will have accrued sick leave hours converted using the ratio of thirteen hundred (1,300) to nine hundred sixty (960) and accrued vacation hours multiplied by one hundred fifteen percent (150%).

27.6 Floating Holiday Leave - In recognition that annual floating holiday (FLHOL) leave received by twenty-four (24) hour shift (SHIFT) members is equal to the sum of the annual FLHOL leave received by dayshift (DAYSHIFT) members plus ten (10) designated holidays received by DAYSHIFT members each year, FLHOL leave will be converted between SHIFT and DAYSHIFT on an hours for days-off basis. Because most DAYSHIFT members work 10 hours per day, the annual ratio will generally be 144 : 120 hours, which equals 1.2 : 1.

Conversion of FLHOL hours will equal the ratio of 144 to the sum of pro-rated DAYSHIFT FLHOL days plus the total of remaining designated holidays in the year divided by twelve (see Table 1 below). For purposes of this conversion, DAYSHIFT FLHOL days will be pro-rated by quarter (see Table 2 below).

If a member going from SHIFT to DAYSHIFT has FLHOL hours in excess of the SHIFT hours required for the conversion, such excess hours will be converted to DAYSHIFT FLHOL hours at a ratio of 1.2 to 1. If a member going from SHIFT to DAYSHIFT has FLHOL hours less than the SHIFT hours required for the conversion, the difference will be offset against the member's vacation leave bank prior to the application of vacation leave conversion in this article.

If a member going from DAYSHIFT to SHIFT has FLHOL days in excess of the quarterly pro-ration, such excess hours will be converted to SHIFT FLHOL leave at a ratio of 1.0 to 1.2. If a member going from DAYSHIFT to SHIFT has floating holiday hours less than the quarterly pro-ration, the difference will be offset against the member's vacation leave bank prior to the application of vacation leave conversion in this article.

Table 1 - The following table provides converted hours by pay period for the year:

Date	Comment	Formula	Shift Hours
16-Jan	(MLK Day is after 1/16)	$144 * ((2.0 + 9) / 12)$	132.00
	(MLK Day is either 1/15 or 1/16)	$144 * ((2.0 + 8) / 12)$	120.00
1-Feb		$144 * ((2.0 + 8) / 12)$	120.00
16-Feb	(Presidents Day is after 2/16)	$144 * ((2.0 + 8) / 12)$	120.00
	(Presidents Day is either 2/15 or 2/16)	$144 * ((2.0 + 7) / 12)$	108.00
1-Mar		$144 * ((2.0 + 7) / 12)$	108.00
16-Mar		$144 * ((2.0 + 7) / 12)$	108.00
1-Apr		$144 * ((1.5 + 7) / 12)$	102.00
16-Apr		$144 * ((1.5 + 7) / 12)$	102.00
1-May		$144 * ((1.5 + 7) / 12)$	102.00
16-May		$144 * ((1.5 + 7) / 12)$	102.00
1-Jun		$144 * ((1.5 + 6) / 12)$	90.00
16-Jun		$144 * ((1.5 + 6) / 12)$	90.00
1-Jul		$144 * ((1.0 + 6) / 12)$	84.00
16-Jul		$144 * ((1.0 + 5) / 12)$	72.00
1-Aug		$144 * ((1.0 + 5) / 12)$	72.00
16-Aug		$144 * ((1.0 + 5) / 12)$	72.00
1-Sept	(Labor day is after 9/1)	$144 * ((1.0 + 5) / 12)$	72.00
1-Sept	(Labor day is 9/1)	$144 * ((1.0 + 4) / 12)$	60.00
16-Sept		$144 * ((1.0 + 4) / 12)$	60.00
1-Oct		$144 * ((0.5 + 4) / 12)$	54.00
16-Oct		$144 * ((0.5 + 4) / 12)$	54.00
1-Nov		$144 * ((0.5 + 4) / 12)$	54.00
16-Nov		$144 * ((0.5 + 3) / 12)$	42.00
1-Dec		$144 * ((0.5 + 1) / 12)$	18.00
16-Dec		$144 * ((0.5 + 1) / 12)$	18.00

Table 2 – The following table provides the prorated floating holidays for dayshift each year:

Quarter	Days
Q1: January 1 – March 31	2.0
Q2: April 1 – June 30	1.5
Q3: July 1 – September 31	1.0
Q4: October 1 – December 31	0.5

Article 28 Holiday Leave

- 28.1** For the purposes of this Agreement holidays will start at the beginning of a member’s normal shift on the day of the holiday and continue for the next twenty-four (24) hours.
- 28.2** **Day Shift Members** - Members working a forty (40) hour schedule will be entitled to holiday leave on the designated holidays listed below.

January 1 st	New Year’s Day
3 rd Monday in January	Martin Luther King Day
3 rd Monday in February	President’s Day
Last Monday in May	Memorial Day
July 4 th	Independence Day
1 st Monday in September	Labor Day
November 11 th	Veteran’s Day
4 th Thursday in November	Thanksgiving Day
4 th Friday in November	Day After Thanksgiving
December 25 th	Christmas Day
Two (2) Floating Holidays	During Calendar Year

28.3 Floating Holiday

- 28.3.1** **Twenty-four Hour Shift Members** – On January 1 of each year, members will receive 144 floating holiday hours (equivalent to 36 hours per quarter), to be taken at regular pay, without loss of pay or benefits. Any floating holiday hours not used during the year earned, will be lost. Twenty-four (24) hour shift employees will not receive monetary compensation for floating holiday hours that are unused. Floating holiday hours will be scheduled in the same way annual leave is scheduled.

- 28.3.2** If the member separates service with the VRFA for any reason during the year, floating holiday hours used for quarters in which the member was not in pay status for some portion of that quarter will be recovered. For example, if the member separates service on June 30, floating holiday hours used in excess of 72 will be recovered. If the member separates on July 1, 36 hours will be recovered. Recovery of hours will first occur by reducing vacation hours paid on separation of service. If sufficient vacation hours are not available, the dollar value of recovered hours will be withheld from the member's final paycheck.
- 28.3.3** **Forty Hour Shift Members** - Any floating holiday leave not used during the calendar year it is earned but unused will be lost. Members will schedule their floating holidays as paid time off and may not "cash in" or "carry over" unused floating holidays. Floating holidays will be scheduled in the same way vacation and other forms of annual leave are scheduled. The floating holidays will be calculated based upon the member's shift at the time the holiday is taken, such that members working 5/8's shift will receive two (2) eight (8) hour floating holidays.
- 28.3.4** **Proration of Floating Holidays** - Members hired after January 1 of the year will receive floating holidays on a pro-rated quarterly basis.

Article 29 Court Leave and Jury Duty

- 29.1** **Jury Duty** - When a member receives a summons for jury duty, he/she will immediately advise the Fire Chief through their chain of command. The Fire Chief or designee will make reasonable efforts to modify the employee's schedule for the week(s) in which the employee is summoned to jury duty to allow the member to have eight (8) hours of rest before returning to work after serving as a juror. Such reasonable efforts will not require the VRFA to backfill the member's position. Members will be required to report for work for any portion of their regularly scheduled shift during which they are not actually serving on a jury or waiting to be impaneled.
- 29.2** **Summons** - Any member that, as a result of his/her duties, is required to appear before a court, legislative committee, or a quasi-judicial body as a witness on behalf of VRFA in response to a subpoena or other directive while on duty, will be approved as administrative leave with pay.
- 29.3** **Court Testimony** - A member required to appear in court during off-duty hours as a witness on behalf of the VRFA relative to a duty-related incident will be compensated for a minimum of two (2) hours at time-and-one-half (1 ½) for actual attendance at the court hearing per calendar day.

Article 30 Scheduling Time Off

- 30.1 Annual Leave** - Annual leave will be selected by individual members based on the following guidelines.
- 30.2 Constant Staffing** - Prior to January 1 of each year the Fire Chief or designee will establish a “constant staffing” level for operations. The Fire Chief or designee may change the “constant staffing” level from time-to-time due to operational and business needs.
- 30.3 Annual Leave for Twenty-Four Hour Shift Members** - Annual leave for twenty-four (24) hour shift members will be defined as vacation and floating holidays of at least twelve (12) hours or more. Administrative leave will not count against any provided annual leave slots; however, Family and Medical Leave Act (FMLA) leave of over thirty (30) days for the birth or adoption of a child will count as a provided annual leave slot.

The minimum number of hours allowed to be taken on vacation or holiday will be one (1) hour for twenty-four (24) hour shift members, with one hour increments thereafter. The minimum number of hours allowed to be taken on vacation or holiday will be one (1) hour for day shift members, and then in quarterly increments after the minimum one hour is met.

- 30.4 Working Overtime Shifts** - Members will not be allowed to use accrued leave to work a twenty-four (24) hour overtime shift. Day shifts members, upon approval of their supervisor, will be allowed to work suppression overtime shifts. They will be compensated at straight time for their regular day hours and then move to overtime status for the remaining hours of the shift.

No member may be in working pay status (regular or overtime) and leave pay status at the same time with the exception of emergency callback overtime only.

- 30.5 Full Shift Requests** - A member requesting a full shift of vacation/holiday will be granted leave priority over another member on the same shift requesting less than a full shift of leave; however, if the member who requested the partial shift did so prior to the full shift request, the member requesting the partial shift will have the option to take a full shift off when notified.

- 30.6 Seniority** - Seniority will be defined as the member’s date of hire in a regular full time position by the City of Auburn, City of Pacific, KCFPD #44, or VRFA. Seniority will prevail in determining the priority in which annual leave requests are approved for the time off. Date of hire (DOH) for members of the VRFA acquired in a consolidation, merger, or transfer of employment by annexation will be the original DOH with the employer immediately prior to their employment with the VRFA.

- 30.7 Annual Leave Slots** - The Union and the Administration together recognize the necessity to provide adequate staffing to allow for the use of annual leave. The Four (4) Platoon schedule will allow members the use of five (5) annual leave slots per shift through the conclusion of the

Seniority Debit Period that ends on November 30th, and then reduce to four (4) annual leave slots per shift after the closing of the Seniority Debit Period as defined below:

- 30.7.1 BC Cover** - During the Seniority Bid and Seniority Debit posting periods any leave period posted by a Battalion Chief, and covered by another Battalion Chief with banked debit time, will not count against the five (5) annual leave slots. After completion of the Administrative Review Period, leave taken by a Battalion Chief will count against the total slots taken regardless if the leave is covered by another Battalion Chief's debit time. (IV.13, p. 8)
- 30.8 Same Day Leave** - In addition to the set number of annual leave slots available per this agreement, members may be allowed to take "same day" annual leave if such is authorized by the Fire Chief or designee. Once the staffing policies/standards/needs are met (as determined by the Fire Chief or designee), the Fire Chief, or designee, will determine if and how many employees above the defined annual leave slot limit will be allowed to take time off. This "same-day time off" concept will be administered in accordance with VRFA policies or standard operating procedures.
- 30.9 Overtime Leave**- In addition to the set number of leave slots available per this agreement, and when at minimum operations staffing, members may be allowed to take Overtime Leave with approval by the Fire Chief or designee subject to the provisions herein and administrative policy.

 - 30.9.1** Overtime Leave for members of the bargaining unit may be approved by the Shift Battalion Chief on a rank-for-rank basis (i.e., Firefighter to Firefighter; Captain to Captain). When a hard bar is not available to cover Overtime Leave, an approved acting officer may cover Overtime Leave.
 - 30.9.2** Requests for Overtime Leave will be submitted through the chain-of-command at least twenty-four (24) hours in advance to the Shift Battalion Chief. Same day requests will be considered on a case-by-case basis by the Shift Battalion Chief. Overtime Leave requests will not be approved if they have a significant impact on efficient operations and/or workload of the VRFA.
 - 30.9.3** Overtime Time Leave requests will stand automatically denied if there are no responses to the overtime solicitation.
 - 30.9.4** Employees using Overtime Leave will have one and one-half (1.5) hours per one (1) hour of leave used removed from their vacation or floating holiday leave banks.
- 30.10** Requests of any type or combination of leave resulting in more than fifty-nine (59) calendar days away must be submitted thirty (30) days in advance via the chain-of-command to the appropriate

Deputy Chief for approval. Requests of this nature will not be unreasonably denied. Exceptions may be considered on a case-by-case basis by the appropriate Deputy Chief.

- 30.11 BC Scheduling Period** (Oct. 15th-30th) - The Battalion Chiefs will establish the four (4) platoon shift schedule for the next calendar year including posting of their annual leave periods and debit hours per the terms and conditions of this Agreement and administrative policy. This is subject to administrative review before it is considered approved.
- 30.12 Seniority Bid Period** (Nov. 1st-15th) - Twenty-four (24) hour shift members will utilize this seniority annual leave bid period for placing their annual leave on the schedule per the terms and conditions of this Agreement and administrative policy. No member can post more than two (2) periods of annual leave during this period. Debit Days cannot be covered with annual leave during this period, unless the Debit Day is scheduled immediately before, during, or after the annual leave.
- 30.13 Seniority Debit Period** (Nov. 15th-30th) - During this period, members will be allowed to post annual leave to cover Debit Day obligations subject to the terms and conditions of this Agreement and administrative policy. During this period, members will also be allowed to post single day leave requests.
- 30.14 Administrative Review Period** (Dec. 1st-15th.) The Fire Chief or designee will review and approve the schedule during this period. The schedule for the following year will be released on or before December 16 and will be considered closed for the Seniority Bid Period. All annual leave will be subject to the terms and conditions of the post- Seniority Bid Period as defined in this Agreement and administrative policy.
- 30.15 Shift Trades** - Shift trades for members of the bargaining unit may be approved by the Shift Battalion Chief on a rank-for-rank basis (i.e., Firefighter to Firefighter; Captain to Captain) subject to the provisions herein and administrative policy. When a hard bar is not available to perform a shift trade, a member may request a shift trade with a member in an acting capacity to ensure a rank-for-rank trade. The member working in an acting capacity on a shift trade will not be entitled to acting pay. Shift trades are an agreement between two (2) individuals and are on a voluntary basis. Requests for shift trades will be completed and properly submitted at least twenty-four (24) hours in advance to the Shift Battalion Chief for approval. It is the responsibility of the two (2) parties to ensure that the shift trade is conducted in accordance with the VRFA Policy. Further, shift trades will not be approved if they result in an increased net cost to the VRFA (including any overtime costs), or have a significant impact on efficient operations and/or the workload of the VRFA (e.g., having to resolve disagreements between individuals). Approved shift trades will not be revoked absent an emergency situation.

- 30.15.1** It is expected that trades will be honored as posted and members will not be party to trades that they cannot honor as posted. If a change in duty status causes one of the parties to become unavailable to work the agreed upon trade day, the trade will be considered voided. It is the responsibility of the parties to such a trade to make arrangements with a Battalion Chief or other manager with shift approval authority to change or cancel the trade. Examples of a change in duty status include one of the parties changing shifts and/or assignments; and/or one of the parties being on leave due to FMLA or an on-the-job injury; and/or one of the parties being on modified duty, jury duty, restricted duty, school leave, administrative leave, or military leave.
- 30.15.2** Individuals with annual leave posted on a shift may not participate in shift trades or whole shift standbys on that day without prior written approval from the Deputy Chief of Operations.
- 30.16** **Cancellation of Leave** - Cancellation of leave is allowed up to two hours prior to the start of any previously approved leave period. If a late cancelation of leave results in cost to VRFA, the canceling party will forfeit annual leave in the equivalent amount to the VRFA.
- 30.17** **Consecutive Work Period** - Members need to be cognizant that generally no more than forty-eight (48) consecutive hours of work can be scheduled before a twenty-four (24) hour rest period must be included. Incidental exceptions to this rule due to holdover overtime or emergency situations are not included.
- 30.18** **Special Circumstances** - These guidelines are only the minimum criteria for allowing members to take time off. The Administration has the right to allow time off outside of these guidelines, should special circumstances arise (Example: emergency leave for personal matters that arise that are not covered by family sick leave). This time off may be granted at the sole discretion of the Fire Chief or designee. As much advance notice as possible should be given when a member requests emergency leave.

Member Benefits

Article 31 Healthcare Plan

- 31.1** **Healthcare Coverage** - A health care, dental care, vision, LEOFF II disability insurance, and life insurance program will continue to be granted to eligible members and their dependents, including domestic partners as defined in WAC, the cost to be paid by the VRFA.
1. Northwest Firefighters Trust (NWFFT) Plan 1500
 2. Washington Dental Service Dental Plan "F"

3. AWC Orthodontia Plan 1

31.2 Dependent Coverage - The VRFA will pay the Health Insurance premiums for the members, LEOFF I and LEOFF II spouses and children for the Northwest Firefighters Trust (NWFFT) Plan 1500 for medical insurance coverage.

31.3 Premium Rates - The VRFA will pay the health insurance premiums for members, LEOFF I and LEOFF II spouses and children for the Northwest Firefighters Trust (NWFFT) Plan 1500, with up to an eight percent (8%) increase over the prior year's premium rates by rate class. The member will pay any premium increase that is above eight percent (8%) in their rate class.

31.4 HRA and VEBA - The VRFA will make a single annual contribution into a member's HRA account as follows:

1. For members enrolled in Northwest Firefighters Trust (NWFFT) Plan 1500 with no dependents, \$500 each quarter (\$2,000 annual)
2. For members enrolled in Northwest Firefighters Trust (NWFFT) Plan 1500 with dependents, \$1000 each quarter (\$4,000 annual)

31.4.1 The payment amount will be based on the member's insurance enrollment status on the first day of the year (January 1). The annual payment is an aggregated sum of four quarterly payments. The VRFA will endeavor to pay the aggregate quarterly payment within fifteen (15) calendar days from the beginning of the year. The payment will be available for use by the member when it is processed by the plan Fire Chief. The VRFA will be responsible for the administration costs of the VEBA account.

31.4.2 If the member separates service with the VRFA for any reason during the year, any amounts paid for quarters in which the member was not in pay status for some portion of that quarter will be recovered. For example: If the employee separates service on June 30, two quarters of HRA payments will be recovered. If the employee separates on July 1, one quarter's payment will be recovered.

31.4.3 A member with a known separation date from the VRFA will have their annual HRA payment prorated.

31.4.4 Following the HRA closeout period, subsequent to December 31st of each year, the remaining funds in the member's HRA account will be transferred to the members VEBA account.

- 31.5** Benefit-eligible members may choose to “opt-out” of VRFA’s medical insurance coverage for spousal and dependent benefits and be eligible to receive an additional HRA contribution and an insurance premium rebate. For a member to opt out, they must provide proof of coverage for their spouse and /or dependents annually during the open enrollment period. Such coverage must meet the requirements of minimum essential coverage as defined in the Federal Affordable Care Act and /or its regulations.
- 31.6** Members who qualify and utilize the full opt-out benefit will receive a full annual contribution to the VEBA account as if they had enrolled in spousal and/or dependent coverage (i.e. \$4,000 annual). In addition, the following premium rebates will be paid directly to the member through the payroll system based on a contribution of thirty five (35) percent of the VRFA’s actual cost of insurance.
- 31.6.1** These rates will be adjusted annually based on the VRFA’s actual cost of employee and family medical insurance.
- 31.6.2** All HRA and premium rebate payments made under this article will be immediately 100% vested to the member.
- 31.7** Paid Family and Medical Leave Program – Eligible employees are covered by Washington’s Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits, which begins January 1, 2020, is established by Washington law and is therefore independent of this Agreement. Premiums for benefits are established by law and for the period ending December 31, 2020, will total four-tenths of one percent (0.4% of employees’ wages [unless otherwise limited by action of the State]). Employees will pay through payroll deduction the full cost of the premiums associated with family leave benefits and forty five percent (45%) of the premiums associated with the medical leave benefits, as determined under RCW 50A.04.115

Employees can begin applying to the Washington Employment Security Department (ESD) for leave and benefits as of January 1, 2020. ESD will make eligibility determinations. When applying to ESD, employees must also notify the VRFA of the need for leave; employees should provide at least 30 days’ advance notice of foreseeable leave and for unforeseeable leave notice should be given as soon as practicable. Consistent with State law, PFML leave must run concurrently with FMLA if both are applicable.

If ESD approves a claim for benefits, benefit payments will be made by ESD directly to an eligible employee. Employees will not be eligible for PFML benefits if receiving time loss benefits through the workers’ compensation system. When an employee is on leave and receiving PFML benefits from the State, the employee is deemed to be in unpaid status for purposes of VRFA policies. Insurance coverage will be handled in the same manner as other unpaid leaves of absence, pursuant to VRFA policy and subject to any FMLA requirements.

Article 32 Medical Expense Reimbursement Plan (MERP)

- 32.1 Contribution** - The VRFA will contribute seventy-five dollars (\$75.00) per month to the member's MERP.
- 32.2** The VRFA further agrees that the total amount of deductions for MERP will be remitted to the plan Fire Chief.
- 32.3** The VRFA agrees that the MERP deduction will be made as a pre-taxable deduction. Processing the pre-tax deduction will constitute the sole obligation of VRFA with respect to the MERP. Except as otherwise provided herein, the Union and/or members will be solely responsible for the Plan, including any set-up and administrative costs.
- 32.4** The Union and all participating members agree to defend and hold the VRFA harmless from any and all liability (financial or otherwise), fines and penalties, or any other actions (legal or otherwise) as a result of the member's participation in the MERP; allowing the members to have their MERP deductions made as a pre-taxable member deduction; or any other issue which arises as a result of the member's participation in MERP.
- 32.5** Following retirement of a member, the VRFA will make contributions into the MERP in the amount of the eligible member's sick leave cash out that has been determined by those members retiring in that same calendar year in accordance with the provisions of the MERP plan. The Union represents and warrants that a trust fund has been established in accordance with applicable federal and state laws, and the VRFA will contribute the monies on a pre-tax basis. The monies contributed to the trust fund will only be used for qualified retiree health insurance premiums or health service expenses.

Article 33 Life Insurance

- 33.1 Life Insurance** - The VRFA will deduct the cost of the AWC \$10,000 life insurance policy and LEOFF II Disability Policy from the member's wages on the first payday of each month.

Article 34 Uniform Allowance

- 34.1** Uniforms and protective devices will be furnished by the VRFA.
- 34.2 Uniform Committee** - Any proposed changes in uniforms will be brought to the Union Uniform Committee for timely review, evaluation, and recommendation to the Fire Chief or designee. After consideration of all factors involved, the Fire Chief will make the final purchasing decision.

Article 35 Seniority and Layoffs

35.1 Seniority Defined - Seniority, unless otherwise specified within this Agreement, shall be the length of continuous service as a full time employee of the Valley Regional Fire Authority (VRFA), including those employees that became members of the bargaining unit as a result of a merger or annexation. Seniority for the purpose of reductions in rank resulting from layoffs shall be defined as the employee's continuous length of service within their rank (time in grade). In the event more than one employee has the same seniority, seniority shall be determined by the Civil Service order of selection for the hiring/promotion process, with the first selected employee receiving the most seniority.

Time in grade shall be considered the time an employee serves in each rank with the VRFA. Time in grade shall not include acting appointments. In the event more than one employee has the same time in grade, time in grade will be determined by the Civil Service order of selection for the grade in question, with the first selected employee receiving the most time in grade.

35.1.1 The Seniority list will be kept current and available.

35.1.2 Should it become necessary to have a reduction in force, the Fire Chief has the sole discretion to determine the division and workgroup in which layoffs are to occur.

35.1.3 Consideration for layoffs will be made based on seniority. Employees shall be laid off in inverse order of seniority as defined in Section 36.1. Should a layoff cause reductions in rank in the higher ranks, employees shall be demoted in inverse order of time in that rank.

35.2 Reduction in Rank - An employee who is reduced in rank by the VRFA as a result of a reduction in force may be eligible to bump to any lower classification within the bargaining unit which they previously held in a non-probationary status.

35.2.1 Prior to assuming the duties of the lower rank, the reduced employee will demonstrate the knowledge, skills, and abilities of that rank and meet all training requirements prior to assuming the new duties.

35.3 Restoration

35.3.1 Reinstatement Due to Layoff - Employees laid off in accordance with the provisions of this article will be offered reinstatement into future vacancies provided that at the time of recall the laid off employee has maintained eligibility to be hired as a professional firefighter in accordance with the pre-employment process.

35.3.2 A separate list of laid off personnel shall be kept in order of seniority for future hiring. The laid off list will remain in effect for no less than three (3) years. Benefits and seniority will not accrue during the layoff period.

35.3.2.1 The Fire Chief or designee will determine if a probationary employee is eligible to be placed on the recall list. The Fire Chief or designee will determine the probationary period should a probationary employee be recalled.

35.3.3 When authorization is given to fill a position, the eligible personnel on the laid off list shall have precedence over any other Civil Service List.

35.3.4 In the event an employee is rehired, the Fire Chief or designee has the discretion to determine an adequate amount of training necessary to resume the duties of the position. The Fire Chief has the sole discretion to determine if a medical and/or psychological examination process is required prior to re-employment.

35.4 Restoration to a Promotional Rank

35.4.1 An employee must maintain eligibility to be restored to a promotional rank. The Fire Chief or designee will also determine the amount of training necessary to resume the duties of the position.

35.4.2 Similar lists will remain in effect for demotions in affected classes as a result of layoffs for reinstatement. These lists shall be administered, (e.g. life of list, removal of names), in the same manner as the layoff list with the most senior in grade of the promoted class being promoted first. This promotional list will remain in effect for no less than three (3) years.

35.4.3 These lists shall take precedence over new Civil Service candidate promotional lists per the provisions of this article.

35.5 Employee Responsibilities and Timelines

35.5.1 Employees who have been laid off are responsible to keep the VRFA informed of their current address and phone number. Notices of recall will be sent by the VRFA to the employee at their last known address by certified mail with return receipt requested, with a copy to the union. An employee will be removed from the reinstatement list if:

35.5.1.1 The employee fails to respond within seven (7) calendar days after delivery or attempted delivery of the reinstatement notice.

35.5.1.2 An employee who fails to report to work within twenty-one (21) calendar days from the date of mailing of the notice of reemployment will be considered to

have terminated employment with the VRFA, will cease to have seniority, and the employee's name will be removed from the layoff list. An employee will be given a minimum of twenty one (21) calendar days to report to work, which can be reduced by mutual agreement.

35.6 Seniority Reinstatement

- 35.6.1 A rehired or reinstated employee will resume their previously held seniority and time in grade, subject to the completion of a mandatory retraining program as determined by the Fire Chief or designee.
- 35.6.2 A break in service due to a layoff will not be counted toward seniority or time in grade.
- 35.6.3 Previous employees rehired by the VRFA per the provisions of this article will be credited with prior years of service for the purposes of leave accrual.
- 35.6.4 Personnel who are laid off and not recalled under the provisions of this article, but are subsequently rehired through the hiring process, are considered new employees with no residual contractual rights or benefits.


Article 36 Term of Agreement

36.1 Term - Except as otherwise indicated in individual Articles, this Agreement will be effective January 1, 2020, and will remain in full force and effect through December 31, 2022.

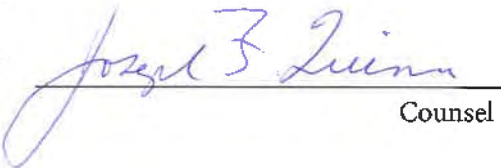
Signed this 11 day of DECEMBER, 2019, at Auburn, Washington.

Valley Regional Fire Authority

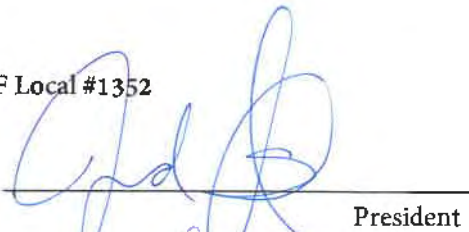
By 
Fire Chief


By 
Clerk of the Board

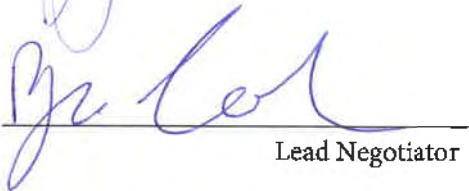
Approved as to Form

By 
Counsel

IAFF Local #1352

By 
President

By 
Secretary

By 
Lead Negotiator