

**AGREEMENT**

**BY AND BETWEEN**

**THE VALLEY REGIONAL FIRE AUTHORITY**

**AND**

**THE INTERNATIONAL ASSOCIATION OF**

**FIRE FIGHTERS' LOCAL #1352**

**Battalion Chief and Fire Marshal Bargaining Unit**

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

**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 Battalion Chief and Fire Marshal whom the VRFA recognizes the Union as the collective bargaining representative.**

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## **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 Battalion Chief and Fire Marshal work classifications.

## **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**

- 2.2.1 Any and all rights concerned with the management and operations of the organization are vested exclusively in the Employer unless otherwise provided for by the terms of this Agreement.

- 2.2.2 The Employer may adopt reasonable rules for the operation of the organization and the conduct of its members provided that such rules are not in conflict with the provisions of this Agreement. This shall include, but not be limited to taking any actions necessary in conditions of emergency, regardless of prior commitments, to carry out the mission of the VRFA. Emergency in this case shall be defined as a state of emergency officially declared by any of the Mayors of Algona, Auburn, or Pacific, or the County Executive of either King or Pierce Counties.

- 2.2.3 The Employer has the right to, among other actions, discipline, or discharge members for just cause; to lay off members due to financial reasons, other legitimate reasons, or due to business emergencies; to transfer and promote members; to assign work and determine duties of members; to schedule hours of work; to determine the number of members to be assigned to duty at any time; to introduce and use new, improved, or automated methods and equipment; to build, move, or modify its facilities; to take action on any matter in the event of an emergency; and to perform all other functions not expressly limited by this Agreement.

## **Article 3 Savings Clause**

- 3.1 **Savings Clause** – Should any Article, Section, or portion thereof in 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 Union dues from the wages of the employee 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 provide 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 constitutes the sole obligation of VRFA with respect to the FIREPAC, FASTPAC, and Local 1352 PAC amounts. The Union will agree that authorization to deduct Union dues also applies to individual permission to deduct vacation time in accordance with Article 8.6 – 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.

**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 **Non-Discrimination** – 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 **Union Business During Operating Hours** – 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 am and 5:00 pm.
- 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 the 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 the Local 1352 or designee. The President of the 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.
- 7.6.3 Union leave will be used in whole hour increments.
- 7.6.4 If constant staffing overtime results when Union leave is used, the leave will be deducted from the Union leave bank at time and one-half (1.5).

## Article 8 Conflict Resolution

- 8.1 **Business Day** – For purposes of this article, a business day is defined as a regular 08:00 to 17:00 hour day, Monday through Friday, exclusive of the ten (10) regular holidays as listed in Article 27.
- 8.2 **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:
- 8.3 **Notice Period** - Within ten (10) business 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) business 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.
- 8.4 **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 ten (10) business 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 ten (10) business days. A written decision will be rendered within ten (10) business 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 party demanding arbitration will request a list of seven (7) arbitrators from Washington and/or Oregon provided by the Federal Mediation and Conciliation Service (FMCS).
- 8.5 **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 including attorneys' fees. 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.

- 8.6 Arbitrator Selection** - 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.
- 8.7 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/IAFC Wellness Fitness Initiative**

- 9.1 Program** – The VRFA and the Union agree to implement and abide by the provision 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. 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, the VRFA may automatically revert a member to his/her former classification based upon a good faith assessment of the member’s performance.

**Article 11 Probationary Period**

- 11.1 **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.

**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 a policy. Members remain bound by the pre-existing language of this Article until a policy is adopted. The VRFA and Union agree that changes to the policy are a subject of mandatory bargaining.

**Article 14 Hours of Duty**

- 14.1 **Twenty-four (24) Hour Shift Schedule (Four Platoon)** – For members having twenty-four (24) hour duty shifts, shifts will begin at 7:00 am and end the following day at 7:00 am. 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 with 276 debit hours. Over a four (4) year average, this approximates 206 hours of work per month.
- 14.2 **Forty Hour Shift Schedule (Day Shift)** – Day shift members’ normal work schedules will be 5/8, five (5) days, forty (40 hours) per week, exclusive of lunch periods and exclusive of Saturday and Sunday. In lieu of the 5/8 schedule, day shift members, with authorization from the Fire Chief or designee, may work either a 4/10 schedule, ten (10) hours per day, four (4 days) per week; or

a 9/80 schedule, nine (9) hours per day for four (4) days, eight hours for one (1) day, followed by two days off, then nine (9) hours per day for four (4) days, followed by three (3) days off.

**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.

- 14.2.1 FLSA periods will depend on the schedule assigned and will be identified for the differing work schedules by policy. It is not the intent of the 4/10 or 9/80 schedule to create regularly scheduled overtime.
- 14.2.2 Flex Days – A member working any forty-hour schedule may flex their regularly scheduled day off, typically a Monday or Friday, to another workday within the same FLSA workweek and with the approval of the member’s supervisor.
- 14.2.3 Flex days may be used occasionally to accommodate either the Employer or the member, but are not intended to create a regular two-day-off, four-day-off weekend rotation.
- 14.2.4 A flex day off is the same as any other regular time off in that the member is not restricted in any way and is eligible to work overtime in another position, division, or in an emergency callback
- 14.2.5 Flex days may not create an overtime situation. The Employer assumes no liability for any inadvertent overtime that is created due to flexing a day off.
- 14.2.6 Twenty-four (24) hour shift Battalion Chiefs will have the option of working one-half (1/2) hour of staffing preparation time prior to their regular shift start time and/or one-half (1/2) hour of staffing preparation time after their regular shift. Each half-hour worked will be subtracted from the employee’s debit hour bank during the regular payroll process. Employees that choose to work staffing preparation time may encumber forty-eight (48) or ninety-six (96) hours of debit time on January 1 of each year to reflect each half-hour or each hour worked. Nothing in this article authorizes Battalion Chiefs to work overtime for staffing prep in lieu of using debit time.

Per article 26; Holiday Leave, twenty-four (24) hour shift Battalion Chiefs accrue one hundred and forty-four (144) hours of floating holiday leave per year. On January 1 of each year, the seventy-two (72) hours of debit time will be subtracted from the

employee's debit hour bank and seventy-two (72) hours of floating holiday will be subtracted from the employee's floating holiday bank.

- 14.3 Debit Hours** – Debit Hours are defined as the additional hours that each shift member is required to work above and beyond their normally scheduled shifts to meet their annual work hour obligations. For the purpose of this Agreement, the debit hour obligation, after regular twenty-four (24) hour shift scheduling, is two-hundred-seventy-six (276) hours.

The annual debit hour obligation will be pro-rated for Battalion Chiefs on a monthly basis (23 hours per month) for members who are not employed on a twenty-four (24) hour shift during the entire year.

Battalion Chiefs will be given opportunity to work when other Battalion Chiefs are on annual leave. These work hours will be taken from each Battalion Chief's debit hour bank. Each twenty-four hour Battalion Chief will have the opportunity to work up to twelve (12) eight (8) hour staff days each year on debit time. Such staff days will be scheduled during regular business hours and the content of the work day will be directed by the Deputy Fire Chief. The VRFA agrees to provide additional flexibility in the payment of debit hours. Battalion Chiefs will be allowed to use banked debit hours for project or program management and assigned meetings with the explicit pre-approval and at the sole discretion of the Deputy Fire Chief.

- 14.4 Schedule** - The determination of which schedule an employee will work will be made by the Fire Chief or designee, considering workloads, weather condition, 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.

- 14.5 Lunch Period** – Members assigned to a twenty-four (24) hour shift will receive a one (1) hour 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 straight-eight (8) or straight-ten (10) hour shifts. Members on modified duty who work a straight-eight (8) or straight-ten (10) hour shift will receive the same rest periods provided to day-shift members but will work through their lunch periods.

- 14.6 Work Demands** – VRFA retains the right to work employees for all hours compensated.

- 14.7 FLSA Period** – The work period, for Fair Labor Standards Act (FLSA) purposes, will be twenty-four (24) days, with an overtime threshold of one hundred eighty-two (182) 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 27 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 15.1 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 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.
- 15.6 When staffing falls below minimum and there is no hard bar Battalion Chief on duty, an off duty hard bar Battalion Chief will be given the opportunity to work the overtime before Acting Battalion Chiefs are considered to fill the open position. This provision does not preclude the use of Acting Battalion Chiefs to fill the role of Battalion Chief during times where no hard bar Battalion Chief is on duty and staffing is at or above minimum level.

## Article 16 Working out of Classification

- 16.1 **Acting Pay** – Any member covered by this Agreement who is temporarily assigned by the Fire Chief or designee to work in a higher classification of greater than thirty (30) days will be paid a premium while working at the higher classification.
- 16.2 **Pay Rate** – Such pay premium will be negotiated between the Fire Chief and the Union.

## Article 17 Salary Calculations and Pay Periods

- 17.1 Compensation** - Members covered by this Agreement will, commencing January 1, 2022, 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."

Effective January 1, 2022, the 2021 wage scale will be adjusted by six point three percent (6.3%) which is one hundred percent (100%) of the Seattle-Tacoma-Bellevue CPI-W (June 2020 to June 2021 index).

Effective January 1, 2023, the 2022 wage scale will be adjusted by one hundred percent (100%) of the Seattle-Tacoma-Bellevue CPI-W (June 2021 to June 2022 index), with a maximum of five percent (5.0%) plus one point five percent (1.5%).

Effective January 1, 2024, the 2023 wage scale will be adjusted by one hundred percent (100%) of the Seattle-Tacoma-Bellevue CPI-W (June 2022 to June 2023 index), with a maximum of five percent (5.0%) plus one point five percent (1.5%).

The VRFA will contribute a total of five and one-half percent (5.5%) of each eligible employee's base wage to a deferred compensation account selected by the employee from the accounts provided by VRFA. Beginning January 1, 2023, or as of the ratification of this Agreement, whichever is later, the VRFA will contribute a total of six percent (6%) of each eligible employee's base wage to a deferred compensation account selected by the employee from the accounts provided by VRFA.

- 17.2 Pay Periods** – Paydays will be on or before the seventh (7<sup>th</sup>) and twenty-second (22<sup>nd</sup>) 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 and their annual W2 forms electronically.
- 17.3 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.
- 17.4 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 as required by FLSA, times two (2) (pay period per month), times twelve (12) (months 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 upon seniority as shown:

Years of Service	Amount
Upon completion of 5 years	1.5% of BC monthly salary per month
Upon completion of 10 years	3% of BC monthly salary per month
Upon completion of 15 years	4.5% of BC monthly salary per month
Upon completion of 20 years	6% of BC monthly salary per month
Upon completion of 25 years	7% of BC monthly salary per month

## Article 19 Education Incentive

19.1 Effective January 1, 2021, the educational incentives will have expired. Effective January 1, 2022 it is agreed that any prospective Battalion Chief or Fire Marshal will be required to have attained a BA/BS degree as described in this article to be eligible for the rank of Battalion Chief/Fire Marshal. Incumbent employees promoted to Battalion Chief or Fire Marshal prior to January 1, 2022 are exempt from the BA/BS requirement.

## 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 the new hire probationary period by the beginning of the class for which the reimbursement was 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 upon satisfactory (grade of "C" or better, or equivalent) completion of approved coursework. Coursework must be related to the member's current position or a potential promotional position with the VRFA within the member's career path.

20.3 **Eligible Costs** – Eligible costs include tuition, and 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, DANTES, 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 is lower. Education reimbursement for degree programs must be approved by the Fire Chief or designee.
- 20.6 **Separation** – 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 a degree program(s), will repay the VRFA for the tuition, books, and associated fees paid by the VRFA.
- 20.7 **Approval** – Requests for class approval must be submitted to the Fire Chief or designee by July 31<sup>st</sup> of each year for the next 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 on 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**

**Forty (40) hour work week premium** – A premium of seven percent (7%) of the individual member base wage will be paid to members regularly assigned to a forty (40) hour workweek assignment. **Thirty (30) day rule** – Members assigned by the Fire Chief or designee to a temporary forty (40) hour workweek project or program that exceeds thirty (30) days are entitled to the pay differential above, beginning on the 31<sup>st</sup> day, and will continue until they are returned to a regular twenty-four (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 the rate of ten percent (10%) of a twenty-four hour shift Battalion Chief’s 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 Sick Leave**

- 23.1 All full-time members who 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 (FMLA), which includes domestic partners in Washington Administrative Code (WAC) 182-12-260.
- 23.2 **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.
- 23.3 **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.
- 23.4 **Doctor's Note** - Members using any form of sick leave may be required to provide medical documentation from an appropriate health care provider.
  - 23.4.1 **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.
  - 23.4.2 **30 Day Updates** - Reports from a healthcare provider will be required every thirty (30) days for members on sick, FMLA, 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 evaluation by the physician.
- 23.5 **Second Opinion** - The Fire Chief may, at his/her discretion, require the member to go to a doctor of the VRFA's choosing for a second opinion regarding the member's condition, paid for by the VRFA, in the event an incident exceeds three (3) work days of sick or FMLA leave. The second opinion will include the prognosis and suitability for return to unrestricted or modified duty



based upon the duty/physical capability of the 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 from applicable physician's reports regarding an employee's fitness for light duty will be resolved by a third party physician's opinion; the third party physician will be selected by the first two (2) physicians, to be secured at VRFA expense.

**23.6 Medical Reporting** – Sickness or injury will be reported to the Fire Chief or designee at the beginning of any period of illness.

**23.6.1 Injury** - If a member sustains an injury requiring treatment by a healthcare 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 healthcare provider stating that the member can return to work with or without restrictions. If work restrictions are required, assignment to modified duty will be made in accordance with VRFA administrative policies.

**23.6.2 Illness** - When sick, the member will provide medical documentation from an appropriate healthcare 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.

**23.7 Family Sick Leave** - Family sick leave will be reported at the beginning of any period of illness to the Fire Chief or designee. The member will explain the nature of the family illness or emergency. The Fire Chief or designee may request medical documentation from an appropriate health care provider for periods of family sick leave 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 for the birth of a child or placement of an adopted or foster child. 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 FMLA.

**23.8 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.

- 23.9 **Modified Duty** - Upon 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 existing shifts.
- 23.10 **Recuperation** - A member on sick leave or family sick leave will do all in their power to recuperate quickly from an illness or injury and assist ill family members 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.
- 23.11 **Donated 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 has depleted all leave balances and who needs to take leave without pay due to a severe, extraordinary, and/or life threatening health condition.
- 23.12 **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.
- 23.13 **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 24.2 above, until the end of the year. The member will then be paid by ACH direct deposit on or before January 20<sup>th</sup> of each year for all sick leave hours accrued but unused above the minimum balance for carryover as defined below:
  - 23.13.1 Day shift members will be paid at twenty-five percent (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 31<sup>st</sup>. Twenty-four (24) hour shift members will be paid at twenty-five percent (25%) of member's current regular rate of pay for all

unused accrued sick leave hour(s) in excess of thirteen hundred (1,300) hours as of December 31<sup>st</sup>.

**23.14 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:

**23.14.1 Cash-out rate** - Members of the bargaining unit hired prior to January 1, 1993 with at least twenty-five (25) years of service will be eligible for cash-out of accrued but unused sick leave at the rate of one hundred percent (100%) of his/her current rate of pay for unused accrued sick leave up to a maximum of thirteen hundred (1,300) hours.

**23.14.2** Members of the bargaining unit hired after December 31, 1992, with at least twenty-five (25) years of service 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.

**23.14.3** 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.

**23.14.4 Sick leave cash out upon retirement or separation from service** - All of the member's final sellback value of all unused sick leave hours accrued and available for cash out upon retirement or separation from service per this CBA, other applicable Memorandum of Understanding, or VRFA policy will be paid into the member's VEBA account.

**23.15 Emergency Sick Leave Bank** – The VRFA has established an Emergency Sick Leave Bank for use by members covered by a collective bargaining agreement between IAFF Local 1352 and the VRFA. This bank has been initially populated with two thousand (2,000) hours of sick leave that is available to members covered under this agreement under the following conditions:

**23.15.1** 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.

**23.15.2** Emergency sick leave is only available when all of the member's other leave banks are exhausted.

**23.15.3** Emergency sick leave may not be used in lieu of working light duty.

- 23.15.4 Leave accrued while using the emergency sick leave bank will be deducted prior to emergency sick leave being utilized.
- 23.15.5 The emergency sick leave bank will be brought back up to two thousand hours on January 1<sup>st</sup> of each year this contract is in effect.
- 23.15.6 Individuals are limited to six months equivalent hours from the emergency leave bank per qualifying event (1,040 hours for forty-hour employees and 1,236 hours for twenty-four hour employees).

**Article 24 Bereavement Leave**

- 24.1 Day shift members will be allowed up to three (3) calendar days off. Twenty-four (24) hour shift members will be allowed one (1) twenty-four (24) hour shift off without loss of pay for a death in his/her immediate family that requires his/her presence, upon approval of the Fire Chief or designee. Immediate family will include under this Article the member’s father, step father, or father-in-law; mother, step mother or mother-in-law; spouse; domestic partner as defined in WAC 182-12-260; brother, step brother or brother-in-law; sister, step-sister or sister-in-law; child or step child; grandparent, step grandparent, grandparent-in-law or grandchild.

**Article 25 Vacation Leave**

- 25.1 Each member of the bargaining unit will be granted vacation in each calendar year without loss of pay. Such vacations will be computed in accordance with this Article, and under the direction and supervision of the Fire Chief or designee.
- 25.2 Each full-time member of the VRFA will be entitled to accrue vacation leave for each month of continuous service defined as paid status as identified in the VRFA Personnel List.
- 25.3 Vacation Accrual:
  - 25.3.1 Twenty-Four hour shift employees working twenty-four (24) hour shift work will be entitled to vacation in accordance with the following schedule:

Beginning 1 <sup>st</sup> year of service will accrue 3 shifts/year or 6 hours/month
Beginning 2-5 years of service will accrue 7 shifts/year or 14 hours/month
Beginning 6-10 years of service will accrue 9 shifts/year or 18 hours/month
Beginning 11-15 years of service will accrue 10 shifts/year or 20 hours/month
Beginning 16-20 years of service will accrue 11 shifts/year or 22 hours/month
Beginning 21 or more years of service will accrue 12 shifts/year or 24 hours/month

25.3.2 Day shift members will be entitled to vacation in accordance with the following schedule:

Beginning 1 <sup>st</sup> year of service will accrue 6.0 hours/month
Beginning 2-5 years of service will accrue 10.0 hours/month
Beginning 6-10 years of service will accrue 13.0 hours/month
Beginning 11-15 years of service will accrue 15.0 hours/month
Beginning 16-20 years of service will accrue 16.5 hours/month
Beginning 21 or more years of service will accrue 17.0 hours/month

25.4 **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 from the Fire Chief or designee, not to exceed:

	Shift Maximum	Days Maximum
1 Year	144 hrs	144 hrs
2-5 Years	336 hrs	223 hrs
6-10 Years	432 hrs	288 hrs
11-15 Years	480 hrs	319 hrs
16-20 Years	528 hrs	353 hrs
21 or more Years	576 hrs	384 hrs

25.5 **Vacation Sellback** - At the member's discretion, and upon written request to the Fire Chief or designee, no later than November 30<sup>th</sup>, 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 electronic ACH depositions or before December 10<sup>th</sup> of each year at the member's regular rate of pay.

**Article 26 Holiday Leave**

- 26.1 For the purpose 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.
- 26.2 Members working a day schedule of forty (40) hours will be entitled to holiday leave on the designated holidays listed below:

26.3

January 1 <sup>st</sup>	New Year's Day
3 <sup>rd</sup> Monday in January	Martin Luther King's Day
3 <sup>rd</sup> Monday in February	President's Day
Last Monday in May	Memorial Day
June 19 <sup>th</sup>	Juneteenth
July 4 <sup>th</sup>	Independence Day
1 <sup>st</sup> Monday in September	Labor Day
November 11 <sup>th</sup>	Veteran's Day
4 <sup>th</sup> Thursday in November	Thanksgiving
4 <sup>th</sup> Friday in November	Day after Thanksgiving
December 25 <sup>th</sup>	Christmas
Two (2) Floating Holidays	During Calendar Year

26.3.1 Twenty-four (24) hour shift members will receive six (6) twenty-four (24) hour floating holidays annually, to be taken at regular pay, without loss of pay or benefits. Any floating holiday not used during the year earned, will be lost. Twenty-four (24) hour shift employees will not receive monetary compensation for floating holidays that are unused. Floating holidays will be scheduled in the same way annual leave is scheduled

26.3.2 Forty (40) hour shift members who do not use their floating holidays during the calendar year they are earned will lose them. 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 a 5/8 shift will receive two (2) eight (8) hour floating holidays.

26.3.3 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<sup>th</sup>, floating holiday hours used in excess of 72 will be recovered. If the member separates on July 1<sup>st</sup>, 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.

26.4 **Proration of Floating Holidays** - Members hired after January 1 of the year will receive floating holidays on a pro-rated, quarterly basis. If a member's separation date is known on January 1<sup>st</sup> (e.g. due to an upcoming retirement), the member will receive floating holiday hours on a prorated quarterly basis based on their separation date.



26.5 **Temporary Day Shift Assignment** – Twenty-four (24) hour shift members on a temporary day shift assignment lasting less than 30 days will receive holiday leave for designated holidays observed during their assignment.

**Article 27 Leave Conversion**

27.1 Members that are reassigned between 24 hour and day shift including temporary assignment lasting more than thirty (30) days will have their leave banks converted based on the following:

27.1.1 Leave conversions will be calculated effective the first day of the pay period in which the reassignment between shift and days occurs.

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 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 23.14.4, 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 **Floating Holiday Leave:** In recognition that annual floating holiday (FLHOL) leave received by twenty-four (24) hour shift members is approximately equal to the sum of the designated holidays and the annual FLHOL leave received by day shift members, conversion of FLHOL hours will be as follows:

Pay Period Beginning	Shift Hours	Day shift Hours
1-Jan	144	20

16-Jan	138	20
1-Feb	132	20
16-Feb	126	20
1-Mar	120	20
16-Mar	114	20
1-Apr	108	15
16-Apr	102	15
1-May	96	15
16-May	90	15
1-Jun	84	15
16-June	78	15
1-Jul	72	10
16-Jul	66	10
1-Aug	60	10
16-Aug	54	10
1-Sept	48	10
16-Sept	42	10
1-Oct	36	5
16-Oct	30	5
1-Nov	24	5
16-Nov	18	5
1-Dec	12	5
16-Dec	6	5

If the member has excess FLHOL hours than needed to convert, excess hours will be added to the member's vacation leave bank prior to vacation leave being converted. If the member does not have sufficient FLHOL hours needed to convert, the difference in hours will be removed from the member's vacation leave bank prior to vacation leave being converted.

**27.4.1 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 hrs  
Maximum day shift bank: 960 hrs

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

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

## Article 28 Jury Duty and Court Leave

- 28.1 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.
- 28.2 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
- 28.3 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 (1.5) for actual attendance at the court hearing per calendar day.

## Article 29 Scheduling Time Off

- 29.1 Annual Leave** – Annual leave will be selected by individual members based upon the following guidelines:
- 29.2 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.
- 29.3 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. An annual leave slot is a vacation

or floating holiday request of 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.

**29.3.1** 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 (1) 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 (1) hour threshold is met.

**29.4 Working Overtime Shifts** - Members will not be allowed to use accrued leave to work overtime. Day shift 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 (e.g. 10 hours) and then move to overtime status for the remaining hours of the shift (e.g. 14 hours)

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.

**29.5 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; 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.

**29.6 Seniority** – Seniority will be defined as the member’s date of hire in a regular full-time position as reflected in the VRFA Personnel List. Seniority will prevail in determining the priority in which annual leave requests are approved.

**29.7 Annual Leave Slots** – The Union and the Administration together recognize the necessity to provide adequate staffing to allow for the use of annual leave. Administration 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 30<sup>th</sup>, and then reduce to four (4) annual leave slots per shift after the closing of the Seniority Debit Period as defined below:

**29.7.1 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.

**29.8 Annual Leave Posting** – Battalion Chiefs will select seniority based annual leave separate from the rest of the shift members. The Battalion Chiefs’ first and second choices for annual leave slots will be selected during the BC Scheduling period (Oct. 15 – 30) and will be no more than

eight (8) consecutive shifts each. The calendar dates encompassing any series of consecutive shifts will be referred to as “period of time”. No more than two (2) Battalion Chiefs will schedule annual leave for the same period of time. After this annual leave posting is completed, Battalion Chiefs will be able to post single-day leave on their shifts. This will be completed prior to the close of the BC Scheduling Period defined below. In the event that a Battalion Chief’s annual leave conflicts with the needs of the VRFA, the Battalion Chief and the Battalion Chief’s Supervisor will reschedule the annual leave to a date mutually agreed upon.

- 29.9 **BC Scheduling Period** (Oct. 15 – 30) - The Battalion Chiefs will establish the 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.
- 29.10 **Administrative Review Period** (Dec. 1 – Dec. 15<sup>th</sup>) - 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. Postings that are made contrary to this contract or administrative policy shall be considered void.
- 29.11 **Shift Trades** - Shift trades for members of the bargaining unit may be approved by the Fire Chief or designee on a rank-for-rank basis (i.e., Battalion Chief to Battalion Chief) 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 Fire Chief or designee 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 or the workload of the VRFA (e.g., having to resolve disagreements between individuals or operational impacts).
  - 29.11.1 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.

- 29.12 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 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.
- 29.13 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 cancellation of leave results in cost to VRFA, the canceling party will forfeit annual leave in the equivalent amount to the VRFA.
- 29.14 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 twelve (12) hour rest period must be included. Incidental exceptions to this rule due to holdover overtime or emergency situations are not included.
- 29.15 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 and will be deducted from an appropriate leave bank. As much advance notice as possible should be given when a member requests emergency leave.
- 29.16 Acting Battalion Chief** - The Union and the VRFA recognize the need for members not covered by this Agreement to act as Battalion Chief when a Battalion Chief is not on duty. The Battalion Chief will designate one primary acting Battalion Chief to be assigned to work when the hard bar Battalion Chief is off-duty. This does not prohibit the Battalion Chief from appointing additional acting Battalion Chiefs.
- 29.17 Priority for Overtime** - Priority for managing Battalion Chief overtime related to constant staffing on operation shifts will remain consistent with the current policy and practice of the VRFA. This includes the use of primary acting Battalion Chiefs in evaluating the distribution of overtime.
- 29.18 Limited Overtime Override** – Each line-qualified Battalion Chief has the opportunity to preempt the use of an acting Battalion Chief twice (2) per calendar year and work overtime. The conditions for such preemption are that shift staffing has fallen below minimum, the Battalion Chief preempting the acting assignment is not eligible to use debit time, and no additional overtime or overstaffing is created as a result of the preemption.

- 29.19 **Readiness** - Battalion Chiefs will be required to have necessary knowledge to begin effectively supervising personnel as of the start of their shift, which may include incidental use of VRFA issued communication devices when off-duty. Such time is covered by the Battalion Chief's regular salary, unless the Battalion Chief is required to report to duty.
- 29.20 **Debit Sellback** – At the member's discretion and upon written request to the Fire Chief or designee, for the pay period ending on November 15, any portion of remaining debit hours over 24 may be cashed in against available annual leave.

**Article 30 Health Insurance**

- 30.1 **Healthcare Coverage** – Health and dental insurance benefits will continue to be granted to eligible members and their dependents, including domestic partners as defined in Washington Administrative Code, the cost to be paid by the VRFA.

Northwest Firefighters Trust (NWFFT) Plan 1500
Washington Dental Service Dental Plan "F"
AWC Orthodontia Plan 1

- 30.2 **Dependent Coverage** – Effective January 1, 2014, the VRFA will pay the health insurance premiums for the members, LEOFF I and LEOFF II spouses and children for the NWFFT Plan 1500 for medical insurance coverage.
- 30.3 **Premium Rates** – Effective January 1, 2015, VRFA will pay the health insurance premiums for members, LEOFF 1 and LEOFF II spouses and children for the 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.
- 30.4 **Cadillac Tax** - If health care benefits, including, but not limited to, all VEBA, MERP, and HRA accounts, trigger excise taxes under the Affordable Care Act (ACA) either party may open negotiations immediately to bargain impacts.
- 30.5 **HRA Contribution** - The VRFA will make a single annual contribution into a member's Health Reimbursement Account (HRA) as follows:
  - For members enrolled in Northwest Firefighters Trust (NWFFT) Plan 1500 with no dependents, \$500 each quarter (\$2,000 annual).
  - For members enrolled in Northwest Firefighters Trust (NWFFT) Plan 1500 with dependents, \$1000 each quarter (\$4,000 annual).
- 30.6 The payment amount will be based on the member's insurance enrollment status on the first day of the year (January 1). The VRFA will endeavor to pay the quarterly payment within seven (7) business days from the beginning of the year. The payment will be available for use by the



member when it is processed by the HRA plan administrator. The VRFA will pay for the administration costs of the HRA account.

- 30.7 This annual payment is an aggregated sum of four quarterly payments. 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 withheld from the member’s final payment. For example, if the employee separates service on June 30, two quarters of HRA payments will be withheld from the employee’s final payment. If the employee separates on July 1, one quarter’s payment will be withheld. If a member’s separation date is known on January 1 (e.g. due to an upcoming retirement), the January 1 annual payment will equal the pro-rated amount. If a member’s separation date changes after receiving a pro-rated payment, the annual payment will be adjusted based on the new separation date.
- 30.8 After the HRA closeout period, which is subsequent to December 31st of each year, the remaining funds in a member’s HRA account will be transferred into the member’s VEBA account. The member will be responsible for the administration costs of their VEBA account.
- 30.9 **Opt-out** - 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.
- 30.10 **Opt-out payments** - Members who qualify and utilize the opt-out benefit will receive a full annual contribution to the HRA account as if they had enrolled in spousal and/or dependent coverage (i.e. \$1,000 per quarter). In addition, the following premium rebates will be paid directly to the member through the payroll system:

Family member(s) not enrolled (opted out)	Amount	Amount
Spouse	\$205.42 per month	\$2,465.04 per year
One qualifying child	\$109.39 per month	\$1,312.66 per year
Two or more qualified children	\$166.92 per month	\$2,003.04 per year
Spouse, one qualified child	\$314.81 per month	\$3,777.72 per year
Spouse, two or more qualified children	\$372.34 per month	\$4,468.08 per year

- 30.11 All HRA and premium rebate payments made under this Article will be immediately 100% vested to the member.
- 30.12 **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.

### **Article 31 Medical Expense Reimbursement Plan (MERP)**

- 31.1 **Contribution** – The VRFA will deduct, on a semi-monthly basis from the member's payroll, the amount of thirty-seven dollars fifty cents (\$37.50) for the MERP, provided the VRFA has received a written authorization from the member. Effective January 1, 2015, the deduction will stop and the VRFA will contribute seventy-five dollars (\$75.00) per month to the member's MERP.
- 31.2 The VRFA further agrees that the total amount of deductions for MERP will be remitted to the plan administrator.
- 31.3 The VRFA agrees that the MERP deduction will be made as a pre-tax 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.
- 31.4 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.
- 31.5 Following retirement of a member, the VRFA will make contributions into the VEBA 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 32 Insurance**

- 32.1 **Life Insurance** - The VRFA will pay for the cost of the AWC \$10,000 Life Insurance Policy.
- 32.2 **Disability Insurance** – The VRFA will deduct the cost of the LEOFF II Disability Policy from the member's wages on the second payday of each month.

### **Article 33 Uniform Allowance**

- 33.1 Uniforms and protective devices will be furnished by the VRFA.
- 33.2 **Uniform Committee** - Any proposed changes to 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 34 Developmental Assignment**

- 34.1 The Fire Chief may, with the mutual assent of the individual, assign represented personnel to developmental positions outside of the bargaining unit. These positions will have the benefit levels of the battalion chiefs and a salary falling between that of the battalion chiefs and the deputy chief position. These positions are non-represented and FLSA exempt. These assignments will be of a set time or performance duration that may be extended by joint agreement of the VRFA and the employee.

For the duration of a developmental assignment, officers will have their vacated positions filled on a temporary basis, per civil service rules.

Upon completion of the developmental period or project, assigned personnel will be returned to their former rank and any temporary promotions will be concluded.



**Article 35 Term of Agreement**


35.1 **Term** - Except as otherwise indicated in individual Articles, this Agreement will be effective January 1, 2022, and will remain in full force and effect through December 31, 2024.

Signed this 21<sup>st</sup> day of December, 2021, at Auburn, Washington.

**Valley Regional Fire Authority**

**IAFF Local #1352**

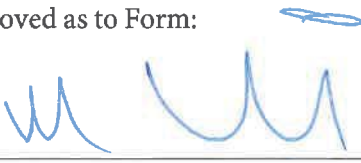
By:   
Fire Chief

By:   
President

By:   
Clerk of the Board

By:   
Secretary

Approved as to Form:

By:   
Lead Negotiator

By:   
Lead Negotiator

# Appendix A

## 2021 – 2022 Battalion Chief/Fire Marshal Monthly Wage Schedule

	2021	2022 24hr Shift	2022 Day Shift Premium (7%)
<b>Battalion Chief/Fire Marshal Monthly Wage</b>	\$11,717.52	\$12,455.72	\$13,327.62
<b>Deferred Compensation Rate:</b>	5.50%	5.50%	5.50%

Longevity*	Rate:	2021	2022
5 Years	1.50%	\$175.76	\$186.84
10 Years	3.00%	\$351.53	\$373.67
15 Years	4.50%	\$527.29	\$560.51
20 Years	6.00%	\$703.05	\$747.34
25 Years	7.00%	\$820.23	\$871.90

\*Based on Monthly Wage

Education Incentive	2021	2022
	N/A	N/A