

AGREEMENT 2005-2006-2007  
MAPLE VALLEY FIRE AND LIFE SAFETY  
APPROVED:9/23/2005

**AGREEMENT 2005 – 2006 – 2007**

IS AN AGREEMENT BY AND BETWEEN

**MAPLE VALLEY FIRE AND LIFE SAFETY**

(KING COUNTY FIRE PROTECTION DISTRICT NO. 43)

23775 SE 264<sup>th</sup> Street

MAPLE VALLEY, WASHINGTON

98038

AND

MAPLE VALLEY PROFESSIONAL FIREFIGHTERS - LOCAL 3062

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

PO BOX 529

MAPLE VALLEY, WASHINGTON 98038

**JANUARY 1, 2005 THROUGH DECEMBER 31, 2007**

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## **PREAMBLE**

This Agreement is entered into by King County Fire District 43, hereinafter referred to as the "Employer", and the Maple Valley Professional Fire Fighters, Local 3062, International Association of Fire Fighters, hereinafter referred to as the "Union". It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union, to provide for equitable and peaceful adjustment of differences, which may arise, and to establish proper standards of wages, hours and other conditions of employment. King County Fire District 43 is operating under the name Maple Valley Fire and Life Safety, and the names may be used interchangeably to refer to the employer.

## ARTICLE 1 - MANAGEMENT RIGHTS

**SECTION 1.1: GENERAL PROVISIONS** Subject to the specific provisions of this Agreement or applicable law, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Employer in all of its various aspects; including, but not limited to: the right to manage all manpower, facilities and equipment; to determine the utilization of technology; to establish and modify the organizational structure; to contract for goods and services not presently performed by bargaining unit members; to hire, promote, transfer, assign, reassign, retain and layoff employees; to direct and determine the number of personnel; to establish work schedules within the recognized hours of work and work schedules; to suspend, demote, discipline or discharge for just cause; to plan, direct and control all the operations and services of the District; to determine the methods, means, organization and services to be conducted; to determine whether goods or services should be made or purchased; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment, facilities, or levels of service; and to maintain the efficiency of the operation entrusted to the Employer.

It is expressly understood that this agreement does not include all the provisions controlling the employee-employer relations within King County Fire Protection District #43. Additional provision are contained in applicable law, actions by the Board of Fire Commissioners, the District Manual, District Standard Operating Procedures and Directives, and such other existing written and verbal orders of officers of the District to their designated subordinates, as have been necessary for the efficient operations of the district.

**SECTION 1.2:** Management has advised the Union that, during the term of the agreement, proposals may be made and concluded regarding joint staffing of a station or stations with another district, contracting with another district for staffing a station or stations, mergers or partial mergers, annexations, withdrawal of a city, cancellation of a contract to provide service to a city, or incorporation. Upon conclusion of the negotiations with another municipal corporation on any of the above mentioned activities, the parties to this agreement shall meet as soon as possible and negotiate the impact affecting any consequences which result in changes in wages, hours and working conditions to the extent required by law.

**SECTION 1.3:** Changes in management rights proposed by management during the term of this agreement, which affect the wages, hours, and working conditions of the bargaining unit, and are mandatory subjects of bargaining, may be contemporaneously proposed for negotiation of a new or revised contract article of this Agreement. All such changes in management rights affecting wages, hours, and working conditions, shall be made in accordance with RCW 41.56. The Employer and the Union agree that a continuing duty to bargain exists as to changes in wages, hours, and working conditions as may be required by RCW 41.56.

**SECTION 1.4:** The Employer further reserves the right to take whatever actions are necessary in emergencies in order to assure the proper functioning of the organization.

## **ARTICLE 2 - RECOGNITION**

**SECTION 2.1:** The Employer recognizes the Union as the official representative of the positions listed in Appendix A.

**SECTION 2.2:** The Employer has no authority to establish or maintain individual contracts or agreements with existing or new employees covered by this agreement.

**SECTION 2.3:** Notwithstanding Section 2.1, if the position of Facilities/Apparatus /Equipment Manager becomes vacant during the term of this contract; this agreement shall not apply, and the Union shall not represent that position or any successor position with similar responsibilities, oppose the removal of the work from the bargaining unit, or otherwise object to the refilling of the position with an employee not in this bargaining unit.

**SECTION 2.4:** A Temporary Firefighter position may be filled by hiring authorized by the Board of Fire Commissioners for a period not to exceed 1 year, for the expressed purpose of filling a long-term vacancy due to an Article 22.9 Leave-of-Absence. If the Temporary Firefighter is retained as a Firefighter through the probationary hiring method specified in District Manual Section 2606, the new employee shall be subject to the terms of this Agreement as of the date of the status change.

## ARTICLE 3 - UNION MEMBERSHIP AND DUES

**SECTION 3.1:** It shall be a condition of employment that all employees of the Employer, covered by this Agreement (or hired on or after the execution date of this agreement) shall, by the thirtieth (30) day following the execution date of this agreement, (or by the thirtieth (30) day following the beginning of such employment) become and remain members in good standing in the Union; or in lieu thereof, pay each month a service charge equivalent to regular Union dues to the Union as a contribution toward the administration of this agreement.

Provided: Objections to joining the Union which are based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member will be observed. Any such employee shall pay an amount of money equivalent to regular Union dues and initiation fees to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues and initiation fees. The employee shall furnish written proof to the Union that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

**SECTION 3.2:** The Union agrees that membership in the Union will not be denied or terminated for any reason other than the failure of the employee covered by this Agreement to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union. The parties also agree that, when an employee fails to fulfill the above obligation, the Union shall provide the employee and the Employer within thirty (30) days notification of the Union's intent to initiate discharge action from the Department, and during this period, the employee may make restitution in the amount, which is overdue, terminating any discharge action.

**SECTION 3.3:** The Employer agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fees and regular monthly dues uniformly required of members of the Union or in lieu thereof the monthly service charge. The amounts deducted shall be transmitted each payday to the Union on behalf of the employees involved.

## ARTICLE 4 - UNION BUSINESS

**SECTION 4.1:** Employees elected or appointed to represent the Union shall be granted annual leave to perform their Union functions as provided for below, provided said leave does not produce an overtime situation at the time the leave was approved. The Chief may, at his exclusive discretion, approve leave that will produce an overtime situation.

In addition to earned annual leave, 120 hours of annual leave may be used for Union business in any fiscal year that will not be charged against the individual taking the leave. Union business leave shall be approved in writing by the executive board of Local 3062, and by the Chief, at least 7 days in advance. Union business, for which this leave may be granted, includes; attendance at regular and special meetings, conventions, seminars, conferences, and activities related to the administration of this agreement. It shall not include activities intended to organize, or to attempt to organize, employees of another employer as a local Union.

Annual leave in excess of the above hours shall be charged against the individual taking the leave, and shall be approved through the usual procedures.

**SECTION 4.1.1:** In the event that Union business leave cannot be granted due to an overtime situation or exceeding the allocated annual hours, elected or appointed Union employees may schedule shift trades that will not be charged to either individuals shift trade limit as outlined in Section 33.9. All other requirements as outlined in Article 33 shall be followed with the exclusion of Sections 33.7, 33.9, and 22.10.

**SECTION 4.2:** The Union may provide and maintain suitable bulletin boards in convenient and conspicuous locations in each fire station.

**SECTION 4.3:** Representatives of the Union shall be allowed to visit work locations of the employees covered by this agreement at any reasonable time and location for the purpose of administering this Agreement or investigating possible grievances; provided it is not disruptive to the daily operation, and is done with notice to the Fire Chief or his/her designee.

**SECTION 4.4:** The District will allow one employee Union meeting to be conducted at one of its meeting rooms each month. Union members scheduled to be on-duty at that station would be permitted to attend the meeting on-duty, for up to 3 hours ordinarily in the evening after 1700 hours; provided that the on-duty personnel must respond to all alarms. Off duty personnel are not eligible for overtime unless requested to respond through normal callback procedures, and the minimum call back of 2 hours shall not apply during the scheduled Union meeting. Said meeting shall be scheduled when it least interferes with other district activities, and must be approved in advance by the Chief provided that 3 meetings per year may be approved beginning at 0800.

**SECTION 4.5:** The Union negotiating committee shall be granted time to negotiate while on duty for all meetings between the Employer and the Union for the purpose of negotiating the terms of this Agreement, when such meetings take place at a time during which such members are scheduled to be on duty.

**SECTION 4.6:** With prior approval of the Fire Chief or the Fire Chief's designee, authorized Union representative(s) may be granted time during non-standby time for Union business. Such time shall

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not include preparation for impasse proceedings pursuant to Ch. 41.56.450.

## **ARTICLE 5 - WORK STOPPAGE**

**SECTION 5.1:** Neither the Union, their officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, slowdowns, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment. In the event that any employee violates this article, the Union shall immediately notify any such employee in writing to immediately cease and desist and to return to their normal duties. Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, work stoppage or other interruption of work. Any employee who is in violation of the article may be subject to disciplinary action including discharge.

## **ARTICLE 6 - NON-DISCRIMINATION**

**SECTION 6.1:** The District agrees not to discriminate against any employee for exercising his legal rights to organize and bargain collectively under the Public Employees' Collective Bargaining Act (RCW Chapter 41.56). The District and the Union agree that there shall be no discrimination against any employee because of membership or non-membership in the Union, or on account of race, religion, sex, national origin, physical disability, or other sensory imperfections, provided the same do not interfere with bona fide occupational qualifications.

**SECTION 6.2:** All references to members or employees in this agreement designate both sexes; wherever the male gender is used it shall be construed to include both male and female members and employees as appropriate.

## **ARTICLE 7 - LABOR/MANAGEMENT COMMITTEE**

**SECTION 7.1:** There shall be a Labor/Management Committee consisting of two (2) representatives appointed by the Employer, and two (2) representatives appointed by the Union. The Committee shall meet on request of either party to discuss any matters related to the administration of this agreement. The Committee shall strive to preserve a harmonious and professional relationship between Employer and Union.

**SECTION 7.2:** All official meetings between labor and management shall be in the Labor/Management Committee forum. Meetings between individual officers of the Union and individual management officers, and when a Labor/Management Committee meeting has not been called or scheduled, shall not be construed as a meeting between management and the Union or Union representatives.

## **ARTICLE 8 - DEFINITION OF SENIORITY**

**SECTION 8.1:** For all purposes, seniority with the district or in rank shall include total service in calendar days from date of hire, or promotion (as appropriate). Service shall be considered continuous through periods of approved leave; provided that service credit for purposes of seniority shall not be earned for any sick leave, disability leave, or other absence from duty in excess of six consecutive months. Service credit for purposes of seniority shall not be earned for all periods of disciplinary suspensions from duty, and leaves of absence. The Fire Chief shall endeavor to post a seniority list within 30 days of any change which alters the seniority list, such as promotion, demotion, termination, suspension, new employees, etc. Any disputes concerning seniority calculation shall be submitted for resolution, to the Board of Fire Commissioners.

**SECTION 8.2:** Employees with the same employment date shall be assigned to the seniority list in order of their ranking on the eligibility list from which they were hired.

## **ARTICLE 9 - EMPLOYEE STATUS**

**SECTION 9.1:** The Employer shall endeavor to submit written notice to the Union the name, job title, shift, station, and effective date of actions affecting bargaining unit employees as follows:

- (A) Appointment of new employees
- (B) Promotion
- (C) Termination
- (D) Demotion
- (E) Assignment

## **ARTICLE 10 - PERSONNEL REDUCTION**

**SECTION 10.1:** When the Board of Fire Commissioners finds it advisable to reduce the staff of the district, the following procedure shall be followed:

- A. The Board shall determine the number of each position classification to be eliminated.
- B. If Officer positions are to be eliminated, they shall be eliminated first, beginning with the highest rank to be eliminated. Officers with the least (i.e. reverse order of) seniority shall be reduced to the position previously held.
- C. When an Officer is reduced in rank, seniority in the lower rank shall include any service credit in that rank and any higher rank when further reductions are to be made.
- D. When fire fighter positions are eliminated and the incumbent has not served in a lower rank with this district, employees with the least (i.e. reverse order of) seniority shall have their employment terminated by separate action of the Board.
- E. When two or more employees have identical seniority, action shall be based upon the relative positions of the employees in the promotional or hiring list (as applicable).
- F. Employees who have been demoted, or individuals whose employment has been terminated, shall be offered re-employment or promotion prior to any new promotions or hiring as applicable. Actions to restore employees shall be in order of seniority, so that the last one demoted shall be the first one promoted, and the last one terminated shall be the first one re-hired.
- G. If a demotion occurs by operation of Article 10, the employee demoted shall continue to receive the pay of their prior position for one additional year worked.

## **ARTICLE 11 - GRIEVANCE PROCEDURE**

The Union and the District recognize the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale and to this end the following procedure is outlined. To accomplish this, every effort will be made to settle grievances at the lowest possible level of supervision.

Employees will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievances.

### **SECTION 11.1: DEFINITIONS**

**GRIEVANCE** - An issue raised by an employee and/or the Union including the interpretation, application or violation of the employee's rights, benefits or conditions of employment as contained in this Agreement.

**CHIEF** - Shall mean the Chief of the District, or in his absence, his designee.

**SUPERVISOR** - Shall mean the first level of supervision.

**CALENDAR DAYS** - To mean literal days, including weekends and holidays.

### **SECTION 11.2: PROCEDURE**

**Step 1** - A grievance shall be verbally presented by the aggrieved employee and/or, with his consent, the Union, within thirty (30) calendar days of the time the grievant knew or reasonably should have known of the occurrence of such grievance, to the employee's supervisor. The supervisor shall gain all relevant facts and shall attempt to adjust the matter and notify the grievant within ten (10) calendar days of the day the grievance. If the grievance is not pursued to the next level within ten (10) calendar days from the grievant's receipt of the supervisor's decision, it shall be presumed resolved.

**Step 2** - If, after conclusion of Step 1, the grievance has not been satisfactorily resolved, the employee, and/or with his consent the Union, shall reduce the grievance to writing setting forth the following:

1. The facts on which the grievance is based,
2. A reference to the specific provisions of the Agreement alleged to have been violated,
3. The remedy sought if available.

The grievance shall be presented to the Chief for investigation, discussion and written reply. The Chief shall make a written decision available to the grievant within ten (10) calendar days from receipt of the grievance. If the grievance is not pursued to the next higher level within ten-(10) calendar days from receipt of the Chief's decision, it shall be presumed resolved.

**Step 3** - If the decision of the Chief has not resolved the grievance to the satisfaction of the grievant, the grievance may be presented to the Board of Fire Commissioners. The Board of Fire Commissioners shall consider the grievance, if possible, at its next scheduled regular meeting or a specially called meeting at the discretion of the Commissioners, but not later than thirty-five (35) calendar days from presentation of the grievance at step 3. All letters, memoranda and other written materials submitted at previous steps of this grievance procedure shall be made available for the review and consideration of the Commissioners. Either party to the grievance before the Commission may present oral argument, such to be restricted to the matter before the Commission. The Commission may interview the employee and his/her representative and receive additional related evidence, which they deem pertinent to the grievance. Upon conclusion of the hearing the Commission shall render a written decision within ten (10) calendar days.

**Step 4** - If the decision of the Board of Fire District Commissioners has not resolved the grievance to the satisfaction of the employee and his/her representative, the grievance may be presented to an Arbitrator. The grievant shall notify the District of its intent to submit the grievance to arbitration, within twenty (20) calendar days from receipt of the written decision. The Arbitrator may be selected by mutual agreement, or either party may petition the Public Employment Relations Commission, the American Arbitration Association, or any other mutually agreed source for a list of at least 7 impartial arbitrators, from which the parties shall strike names in turns until one name remains. The findings of an Arbitrator shall be final and binding upon the parties. Election of arbitration shall be understood as waiver of any rights to a subsequent suit in any court of law, concerning the specific issue of arbitration. This does not eliminate the ability of an employee to file suit for those items not specifically addressed in arbitration.

**SECTION 11.3:** Time restrictions herein may be waived by written consent of both parties. Time limits not adhered to by the District shall result in the grievance being settled in favor of the grievant.

#### **SECTION 11.4: NOTIFICATION**

The Employer agrees to notify the aggrieved employee and/or his/her representative at least ten (10) calendar days prior to any scheduled regular Commissioners meeting or special meeting at which the grievance will be considered. This notice may be waived by the employee verbally and in person, at any meeting of the Board of Fire Commissioners.

## **ARTICLE 12 - STANDARD OPERATING PROCEDURES**

**SECTION 12.1:** The parties to this agreement acknowledge that in all cases of conflict with the District Manual, the provisions of the labor agreement shall prevail.

**SECTION 12.2:** Prior to the effective date of any additions, deletions, amendments or changes to the District Manual; the employee shall provide the Union with notice of the proposed changes, and an opportunity to comment. "Notice," as used above, shall consist of providing a copy of the proposed changes to all Union officers, and on all union bulletin board, for at least 14 calendar days ending at a Regular Meeting of the Board of Fire Commissioners; provided that the required notice may be waived by affirmative action of the Union.

**SECTION 12.3:** The following portions of the District Manual are adopted as part of this contract by this reference, as if set forth herein in full; and shall not be changed by management through the notice process in Section 12.2. Any change in these portions of the District Manual shall be made according to the provisions of RCW 41.56:

- a. Job Descriptions of bargaining unit positions, DM pages 11 – 31.
- b. Policy 50 Maintaining Discipline, DM pages 81 – 97.
- c. Policy 42 Health and Fitness Program, DM pages 420.1 – 420.2.
- d. Section 2606 Probationary Hiring Method, DM page 197.
- e. Section 2330 Leave-of-Absence. DM page 169.
- f. Sections 2611 – 2613.5 Promotional Criteria, DM pages 201 - 202.
- g. Change Order 50 – District Manual changes necessary to implement this contract.

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## **ARTICLE 13 - PREMIUM PAY**

SECTION 13.1: Employees who are assigned to work a 45-hour week shall be paid 110.5% of the shift schedule salary rate for the same position classification.

## **ARTICLE 14 - OVERTIME AND CALLBACK**

### **SECTION 14.1: OVERTIME**

- A. Shall be paid at 1-1/2 times the regular straight time hourly rate for their classification, regardless of the position being filled (if a lesser rank than normal).
- B. Hours worked over and above scheduled shifts by 24-hour shift employees shall be compensated at the overtime rate or by compensatory time off at the discretion of the employee. Compensatory time off shall be limited as required by law.
- C. Fire fighters working a 45-hour workweek will be compensated at the overtime rate for any hours over 45 in a week, or compensatory time off at the discretion of the employee. Compensatory time off shall be limited as required by law.
- D. When an employee is called back to work when off duty the overtime rate for a minimum of two hours shall be paid. Employees called back to work may be released from duty by the senior officer on duty after less than 2 hours of work if such service is not needed, or if it is judged to be for the benefit of the District. It shall be the employee's decision to leave prior to the two-hour minimum when approved by an appropriate officer and the employee shall be paid in 15-minute increments for time worked. Any employee who leaves overtime duty without being released by the senior officer at the scene shall be deemed to have waived the provision for a minimum of 2 hours overtime pay, and shall be subject to disciplinary action for an absence without leave.
- E. Employees shall receive overtime for periods of work before and after scheduled shifts. Said employees shall be paid at the overtime rate for each fifteen (15) minutes of overtime thereafter.

**SECTION 14.2:** Both parties of this contract agree to call back personnel for overtime in accordance with the established procedure as agreed upon by the Labor/Management Committee.

**SECTION 14.3:** If an employee has agreed to work overtime and the Employer cancels the overtime with less than one (1) hour notice, the employee shall be paid the two (2) hour minimum at the overtime rate.

**SECTION 14.4:** Except during emergency response operations; employees covered by this agreement shall be called for overtime, in preference over other staff, for work ordinarily done by such employees.

**SECTION 14.5:** Compensatory time-off shall be defined as time-off at the rate of one and one-half (1-1/2) times the number of hours worked. Compensatory time-off in lieu of monetary payment of overtime shall be at the employee's discretion. A maximum accrual of 200 hours shall be allowed. Upon resignation, termination, or retirement, employees will be paid for any unused compensatory time-off at their rate of pay at time of separation.

**SECTION 14.6:** Call back of personnel during emergency operations shall be exempt from the 2-hour minimum and provisions of Section 14.2 and 14.3. Overtime worked as a result of such call back shall be paid in 15-minute increments and will not be counted when determining who should be called to fill other staffing needs.

**SECTION 14.7:** Any employee, other than a new hire in the first year of employment, who has been advanced sick leave not yet earned, shall not be eligible for overtime other than for emergency response operations.

**SECTION 14.8:** Comp time earned per Section 14.5 shall be scheduled off following established procedures for scheduling Annual Leave, and shall not be scheduled in a way that anticipates causing overtime

**SECTION 14.9:** Comp time earned per Section 14.5, may be bought by the employer at the then current hourly rate, at any time. The parties to this agreement acknowledge that any or all unused comp time may be bought at the end of each year, prior to the effective date of any COLA; and may be purchased before the effective date of any step increase.

**SECTION 14.10:** The parties to this agreement acknowledge that the procedures outlined in Section 14.8 constitute permitting use of earned comp time within a reasonable period after making a request, following procedures that will not unduly disrupt the operations of the district.

**SECTION 14.11:** Employees who accumulate more than 200 hours of unused comp time shall have their next scheduled annual leave converted to comp time used until the comp time total is below 200 hours, at the discretion of the employer.

**SECTION 14.12:** Mandatory Officer Meetings: Management-called mandatory quarterly officer meetings shall be compensated at time and a half overtime for a minimum of 4 hours for those personnel called in from off-duty. Any additional mandatory officer meetings, shall be agreed to in a labor management meeting, and, shall be compensated at the overtime rate for a minimum of 6 hours for all personnel called in from off-duty.

## ARTICLE 15 - SALARIES

**SECTION 15.1:** The salary rate for Fire fighter First Class is set out and attached as Appendix A; which shall form a part of, and be subject to, all provisions of this agreement.

**SECTION 15.2:** The salary rate for each employee classification covered by this agreement, expressed, as a percentage of the Fire fighter First Class salary rate as identified in Section 15.1, shall be as follows:

Battalion Chief	= 1.30 x 1st Class (130%)
Captain	= 1.20 x 1st Class (120%)
Lieutenant	= 1.10 x 1st Class (110%)
1st Class	= 1.00 x 1st Class (100%)
2nd Class	= .90 x 1st Class ( 90%)
3rd Class	= .80 x 1st Class ( 80%)
Probationary	= .70 x 1st Class ( 70%)
Facilities/Apparatus/Equipment Manager	= 1.20 x 1st Class (120%)

**SECTION 15.3:** (Hourly Rate): For purposes of calculating the straight time hourly rate, and the overtime rate for overtime work under Article 14; any payroll adjustment and payroll deduction for insurance premiums and benefits cafeteria shall be excluded. The straight time hourly rate shall be calculated by dividing the sum of the base wage and all premium pay, amounts due in a work period, by the scheduled work hours in the work period.

Example prorated for the length of the pay period:

$$\frac{(\text{base} + \text{longevity} + \text{education} + \text{acting} + \text{PPO Bonus})}{\text{scheduled hours}}$$

Note :( PPO Bonus shall only apply until the contract has been ratified. Once the contract is ratified PPO Bonus shall be removed from the formula)

## **ARTICLE 16 – HOURS OF WORK**

**SECTION 16.1:** The average work schedule for fire service employees shall be fifty-six (56) hours per week except for those employees assigned to the forty-five (45) hour or the forty (40) hour shift. The fifty-six (56) hour work cycle shall consist of twenty-four (24) hours on; twenty-four (24) hours off; twenty-four (24) hours on; twenty-four (24) hours off; twenty-four (24) hours on; ninety-six (96) hours off.

**SECTION 16.2:** KELLY DAYS Personnel on a 24 hour (56 hr/week) shift schedule shall be scheduled off one 24 hour shift out of each 9 shifts scheduled in a 27 day work period. i.e. Shift personnel shall be scheduled to work 8 shifts of 24 hours in each 27 days. Effect = 13.5 K days/year. Net Hours = 49.78/week.

### **SECTION 16.3: SCHEDULES**

- A. Shift change for twenty-four (24) hour employees shall be seven o'clock (7:00) a.m.
- B. Employees assigned to a forty-five (45) hour workweek shall work five (5) nine (9) hour days each week.
- C. Employees assigned to a forty-(40)-hour workweek shall work four (4) ten (10) hour days in each week. Employees on light duty, who are unable to work a 10-hour day for medical reasons, shall be assigned to work a 40-hour week on a schedule of 5 days per week 8 hours per day.
- D. Employees assigned to a day schedule operations crew shall begin each workday at a time designated by the Fire Chief, to begin no earlier than 0700 and end no later than 1800 hours. The day schedule officer assigned to Training may reasonably be scheduled to provide specialized training during hours other than 0700 to 1800.
- E. Employees assigned to a day schedule may agree to variations in their work schedule, such as an extended work day or a split work day, e.g.: Wednesday drill

### **SECTION 16.4: LIGHT DUTY**

Employees unable to perform the full duties of their position due to injury may be assigned to work light duty consistent with the provisions of RCW 51.32.090 under the following conditions:

- A. The injury has been determined by a medical doctor not to be permanently disabling.
- B. The approval of a medical doctor is obtained for the duties to be performed, and any restrictions on these duties have been identified.
- C. The Fire Chief determines that light duty activities which the individual is qualified by experience and training to perform are available.
- D. Hour of work shall be the day schedule hours of employees in the same classification.

- E. Overtime shall not be paid for light duty hours worked, and the work schedule shall therefore comply with appropriate restrictions. Call back of career employees for emergencies, and extended work shifts for emergencies do not apply to employees on light duty.
- F. Extra light duty hours worked may be used to replace missed work periods only if the extra hours worked do not produce an overtime situation. For this purpose, the hours required to replace missed work periods shall be determined by other contract provisions.

**SECTION 16.5:** Training, drills, inspections and all other routine work for twenty-four (24) hour shift personnel shall be performed between the hours of seven (7:00) o'clock a.m. and five (5:00) o'clock p.m. The hours between five (5:00) o'clock p.m. and seven (7:00) o'clock a.m. shall be considered standby time. Stand-by times includes emergency responses, meals, sleep, regularly scheduled district training and station maintenance as necessary, and completion of any assigned work projects, which affects the readiness state of the district.

**SECTION 16.6:** Employees assigned to work outside their normal work schedule shall be compensated at the overtime rate as outlined in Article 14.

**SECTION 16.7: SHIFT CHANGE** The employer will give at least three days notice to an employee whose work schedule is permanently changed.

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## **ARTICLE 17 - MILITARY LEAVE**

**SECTION 17.1:** Military leave shall be granted pursuant to R.C.W. 38.40.060 and R.C.W. 73.16. A work shift of 24 hours shall be construed as 2 workdays.

## **ARTICLE 18 - JURY DUTY/COURT TIME**

**SECTION 18.1:** All employees shall be allowed necessary leave to serve as a member of a jury. During such leave, employees will be paid at their regular rate of pay. Shift employees shall return to work on all scheduled shifts, or any portion thereof, scheduled hours while fulfilling jury duty obligations. Jury Pay (excluding mileage) earned while on pay status shall belong to the Fire District.

**SECTION 18.2:** When a department employee is required to appear in court off-duty as the result of a duty-related incident, the District shall pay overtime for the time spent, less court compensation. The employee shall obtain documentation of the time spent signed by the Court Clerk.

## ARTICLE 19 - SICK LEAVE

Unless otherwise provided herein, Department Policy regarding administration of the usage of sick leave and the provisions of RCW 49.12.270 shall apply to all members of the bargaining unit.

SECTION 19.1: LEOFF II employees shall accrue sick leave as follows, to a maximum total of 480 hours.

<u>Months</u>	<u>Hours/Month</u>
1 - 60	10
61 - 120	13
121 and over	15

**SECTION 19.1.1:** Additional annual leave shall accrue at 50% of the sick leave accrual rate for an employee, in any month that the employee has accumulated the maximum of 480 hours and in which the employee would otherwise have been eligible to accrue additional sick leave.

**SECTION 19.2:** Leave benefits, including sick leave and annual leave, shall accrue in proportion with the salary compensation earned in any month the employee is paid by the district.

**SECTION 19.3: FAMILY SICK LEAVE:** Sick leave may be used to care for the employee's immediate family, when a member of the employee's immediate family has a health condition that requires supervision or treatment pursuant to RCW 49.12.270. The immediate family shall be defined, for this section, as spouse, children and step children living with the employee, mother, father, grandparents, mother-in-law, and father-in-law. Pertinent provisions of RCW 49.12.270 shall apply to all members of the bargaining unit.

**SECTION 19.3.1** Employees on Family Sick Leave are not eligible for overtime callback from the time of the sick leave usage until they report their availability to a district Chief Officer.

## **ARTICLE 20 - BEREAVEMENT LEAVE**

SECTION 20.1: Employees shall receive up to forty-eight hours off in the event of death or serious illness which results in death in the immediate family. Immediate family is defined as spouse, children and step-children, mother, father, sister, brother, grandparents, mother-in-law, father-in-law. Any time beyond this amount required because of travel or extenuating circumstances, or for time requested for a person other than specified in this paragraph, shall be at the discretion of the Fire Chief. Employees on Bereavement Leave are not eligible for overtime callback from the time of the Bereavement Leave usage until they report their availability to Fire Chief or the Fire Chief's designee.

## ARTICLE 21 - ANNUAL LEAVE

**SECTION 21.1:** Each Union employee will be granted annual leave in accordance with the following schedule. Annual leave includes Vacation and Holiday leave.

<u>MONTHS</u>	<u>HOURS</u>	<u>MONTHLY</u>	<u>TOTAL ACCUMULATED AL HOURS ALLOWED</u>
0 - 12	- 172	14.33	430
13 - 36	- 244	20.33	610
37 - 72	- 268	22.33	670
73 - 120	- 292	24.33	730
121 - 168	- 316	26.33	790
169 - 216	- 340	28.33	850

**SECTION 21.2:** Annual leave accumulation shall be limited to 2.5 times the annual accrued listed in section 21.1 above. Personnel whose accrual exceeds the maximum shall be scheduled off, or the excess shall be purchased by the District at the straight time rates, at the discretion of the employer.

**SECTION 21.3:** Employee's shall be given the opportunity to sell back-accrued annual leave, at the then current hourly rate, up to 250 hours (125 twice yearly) to be paid on May 30<sup>th</sup> and November 30<sup>th</sup> of each year. The employer shall provide the appropriate forms necessary for the proposed sell back of annual leave no later than December 1 for sell(s) back the following year. Employees hired after December 1 shall be given the opportunity to sell back annual leave.

**SECTION 21.3.1** Employees may elect to receive the proceeds from the above annual leave sell back as a premium added to their base wage. The number of sell back hours shall be divided by 12 to determine the monthly use rate. Those hours will then be converted to cash and the Employee's annual leave bank shall be reduced by an equal amount every month. This additional premium shall be excluded from the overtime rate. The district will not accrue additional costs for this method of annual leave cash out. Those additional costs (i.e.: retirement, medical, and federal withholding tax) will be paid by the employee.

**SECTION 21.4:** Upon retirement, or termination, all employees shall be compensated at their regular rate of pay for any unused annual leave.

**SECTION 21.5:** Management may cancel approved vacation thirty (30) days prior to the start of the vacation without compensation. When approved vacation is canceled by management less than thirty (30) days prior to the start of the vacation, the employee shall receive double time pay for each of his vacation days he/she is required to work, and his/her accumulated vacation shall not be diminished. When an employee's vacation day is canceled, no other employee may request and/or be approved for that day off.

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**SECTION 21.6:** Employees shall endeavor to schedule annual leave within 30 days of the yearly shift rotation in January. After that date annual leave will be open on a first come first served basis.

**SECTION 21.7:** Management may close out certain calendar days (as agreed upon in a labor management meeting) from annual leave, or additional annual leave following the initial Annual Leave selections as conducted in Section 21.6 (Note 21.5 is not intended to circumvent 21.7)

## **ARTICLE 22 - Other Leaves**

- 22.1 Long Term Disability Insurance Plan
- 22.2 Coordination of Benefits
- 22.3 Sick Leave Advancement
- 22.4 Sick Leave Administration
- 22.5 On-the-Job Injuries
- 22.6 Maintenance of Position
- 22.7 Effect of Disability Leave on Seniority
- 22.8 Trial Period of Testing and Fitness Evaluation
- 22.9 Leaves of Absence
- 22.10 Process for Approval
- 22.11 Injuries Reference4 Table

### **SECTION 22.1: Long Term Disability Insurance Plan**

The District will provide a Long Term Disability Insurance Plan, substantially as described in the Group Insurance Proposal received from the District's Long-Term Disability Insurer, which was Standard Insurance Company of Portland, Oregon. A thirty (30) day elimination period off duty, and 6-month elimination period for On-the-job injuries approved as provided in Section (22.5), paying at least 60% of salary, shall be provided. The District will add the amount of the premiums to the employee's gross pay and recover the premiums expense as a payroll deduction. The premium amount paid by the District will not be included in the TCC to determine firefighter wage compensation.

### **SECTION 22.2: Coordination of Benefits**

For any sickness or injury, when Long Term Disability (LTD) payments are applicable, such payments shall be the primary source of income during the period an employee is unable to work. Accumulated sick, comp time or annual leave may be converted to supplemental LTD income as necessary to maintain the employee's normal take-home pay. Procedures used for this Disability Supplement shall be consistent with those outlined in Section 22.5.A.

### **SECTION 22.3: Sick Leave Advancement**

Employees who do not have sufficient sick leave and/or Annual Leave for the 30 days elimination period of the Long Term Disability Insurance Plan may be advanced sick leave subject to legal requirements under the following conditions:

- A. Any sick leave advanced is unearned when used, and shall be carried as a debt obligation to the District until it is earned. If employment is terminated for any reason, the value of the unearned sick leave used shall be deducted from the final paycheck.
- B. An employee may be advanced no more than 100 hours of sick leave for the sole purpose of meeting the thirty (30) day elimination period of the Long-Term Disability Insurance set forth in Section 22.1 of this Article.

- C. Sick leave advancement shall not apply unless the employee has no annual leave or comp time hours available to be used.
- D. New hire employees shall be awarded an initial sick leave advance of 120 hours, and shall not earn additional sick leave during the first year of employment.

**SECTION 22.4: Sick Leave Administration**

Sick leave hours shall be deducted for any period of absence from work due to illness or injury, except as provided for in Section 22.5 (Approved D.L. & I. Disabilities)

**SECTION 22.5: On-the-Job Injuries**

On The Job Injuries: In the case of on-the-job injuries, the employer shall make payments sufficient to assure that the employee's regular take-home pay shall be maintained for up to 6 months, for any on-the-job disability approved by the Department of Labor and Industries. Employees shall earn annual leave and sick leave while on disability; and shall sign over any payments received from D.L. & I. as lost time compensation, to the employer. Pay supplements as defined in RCW 41.04.510 shall be paid by the district to include the employee's obligation.

- A. This provision is understood to exceed the requirements of RCW 41.04.500- 550.1 Payments required to maintain take-home pay are understood to be of a reduced amount such that net pay is maintained following applicable reductions in retirement contributions and federal income tax resulting from the disability. Net payments made by the district, adjusted for reimbursement received from D.L. & I. and/or the Long-Term Disability Insurer, are understood to be a Disability Supplement authorized by state law; and not earned income.
- B. The procedure outlined above is established for the convenience of the contracting parties, to assure timely payments to the employee. Payments made before a disability claim is approved by D.L. & I. shall be understood as conditional.
- C. If a D.L.&I. Claim is denied, payments made under this provision shall be calculated as equivalent hours of sick leave or annual leave.
- D. During the first thirty (30) calendar days of disability, the employee shall not receive L&I time loss payments. During this period, the employee shall be placed on paid administrative medical leave, which will allow the employee to continue paying into the LEOFF Retirement System and have all other benefits continue as if the employee were working. If the disability leave exceeds thirty (30) days, the employee will receive L&I time loss payments retroactive to the first day of such disability leave.
- E. Upon return to full duty employment from an on-the-job disability claim the employee may

contact the Washington State LEOFF 2 retirement system and buy back his/her missing service credits. The district will reimburse the employee for the cost of the service credit(s), limited to the time frame covered by the approved DL&I claim.

#### **SECTION 22.6: Maintenance of Position**

Employees, who are unable to work due to illness or injury, shall maintain their position within the department for not less than twelve (12) months; provided they are able to return to full duty following the procedures described in section 22.7 below, and the injury or illness is determined to not be permanent. Medical insurance premiums shall continue to be paid by the employer through an absence from duty, for any period of sick leave, annual leave, DL&I disability, and Disability Supplement; for up to twelve (12) months. The employee shall not accrue additional sick leave, annual leave, or seniority after 6 months of continuous absence due to illness or injury.

#### **SECTION 22.7: Effect of Disability Leave on Seniority**

Pursuant to the Definition of Seniority in Article 8, service credit for purposes of seniority shall not be earned for any disability leave in excess of six consecutive months.

#### **SECTION 22.8: Trial Period of Testing and Fitness Evaluation**

Employees who have been unable to perform the full duties of their position due to a disability of more than one month, shall be subject to a trial period of testing and fitness evaluation as follows:

- A. A disability of less than one-month duration shall not require a trial period of duty provided a medical release to return to duty has been provided by the attending physician.
- B. A disability of more than one month but less than three months, following medical release by the attending physician, shall be evaluated at a meeting of the Labor/Management Committee, to determine if a trial period of duty shall be required. The decision of the Committee shall be by majority vote, and shall consider the type of disability, method of treatment, and the confidence of the committee that the employee is fit for the full duties of his position.
- C. A disability of more than three months shall require a trial period of duty in every case, following medical release by the attending physician.
- D. A trial period of duty shall be of one month (30 calendar days) duration, excluding any form of leave from duty. During the trial period of duty, the employee's fitness for duty shall be evaluated by observation and testing of the normal duties of the position, as contained in the job description. The trial period will be administered, evaluated and the employee's performance documented jointly by the Fire Chief and/or the Chief's Designee, and the employee's assigned Battalion Chief. Union representative may be present upon request of the employee.
- E. Successful completion of the trial period of duty shall result in the employee being returned to full duty; and shall close the initiating disability incident for purposes of restoring rights to

a subsequent disability supplement of up to 6 months, as provided for in Section 22.5, for a future disability of the same type and physical location; provided, that the subsequent disability is determined by the district selected physician or other licensed health care professional (PLHCP) not to be the original injury that was not healed or repaired. A second occurrence after one (1) month of duty without restrictions or limitations shall be presumed to be a new injury, and not require a determination from the PLHCP.

- F. Failure to successfully complete the trial period of duty shall result in the employee being continued in disabled status. Fitness issues discovered in the trial period shall be referred to the attending physician for treatment. The trial period of duty may be repeated following another medical release by the attending physician.
- G. In all cases of disability, closure of the disability incident shall require completion of the preceding procedure. Work on light duty, work during the trial period of duty, or training attended while on disability shall not be construed as restoring eligibility for an additional six (6) months of the disability supplement payments provided for in Section 22.5 for the same disability incident, or aggravation of that disability.
- H. The preceding is understood to apply to each disability incident. A subsequent disability incident, that occurs while an employee is already on disability status, shall be treated as a separate case; provided it is not an aggravation of the original disability.
- I. Period(s) of light duty, or trial periods of duty, shall not be counted for purposes of determining eligibility for additional disability supplement payments for a specific disabling incident provided for in Section 22.5. Multiple paid leaves for the same disability incident may total a maximum of six (6) months.

**SECTION 22.9:** Leave of Absence without Pay or Benefits.

A leave of absence, without pay or benefits, may be granted to an employee for a period not to exceed one year. A request is to be submitted in writing, detailing the need for the leave, subject to a determination by the Chief and Board of Commissioners, which such leave is justified and can be granted without undue hardship to the Fire District-

**SECTION 22.10:** District Manual section 2330 provides a process for obtaining approval for a leave-of-absence. The leave of absence shall, therefore, be with pay for all work shifts identified as annual leave, comp time, or shift trades and shall be without pay for all other work shifts. The employee shall be subject to a return to work evaluation as determined by LMC, and the employee shall have (maintained) a current (Washington) EMT certification and a valid Washington State driver's license.

**SECTION 22.11:** Injuries Reference Table:

Benefits Maintained	On the Job Injury, up to:	Off the Job Injury, up to:
Wages	DL/District to 100% (per Section 22.5)	60% plus and employee's contribution (per Section 22.2)

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Medical	12 months	12 months
Dental	12 months	12 months
S.L. Accrual	6 months	1 month (elimination period)
A.L Accrual	6 months	1 month (elimination period)
Seniority	6 months	6 months

## ARTICLE 23 – INSURANCE

### SECTION 23.1: Medical Insurance Coverage

Commencing prospectively upon execution of this agreement, medical at 100% of PPO and stop paying the 50/50 split premium (i.e., no retroactive effect of agreement on Section 23.1).

**2005**, The Employer agrees to pay one-hundred percent (100%) of the medical premiums for the employee(s) and their dependent(s), medical coverage as provided by the Washington State Fire Commissioner's Preferred Provider Option (PPO) medical plan.

**2006**, The Employer agrees to pay one-hundred percent (100%) of the medical premiums for the employee(s) and their dependent(s), medical coverage as provided by the Washington State Fire Commissioner's Preferred Provider Option Comp 1 medical plan, or cash equivalence toward another medical program recommended by the Medical Committee and approved by the bargaining unit.

**2007**, The Employer agrees to pay one-hundred percent (100%) of the medical premiums for the employee(s) and their dependent(s), medical coverage as provided by the Washington State Fire Commissioner's Preferred Provider Option Comp 1 medical plan, or cash equivalence toward another medical program as recommended by the Medical Committee and approved by the bargaining unit, providing the medical premiums do not exceed 12.5% increase over the previous year. If the medical premiums exceed the 12.5% increase, this article will be reopened-

**SECTION 23.2:** The Employer agrees to pay one hundred percent (100%) of the dental premium amount for the Washington Fire Commissioners Association sponsored W.D.S. program without orthodontia.

**SECTION 23.3:** The District shall self insure for orthodontic coverage for all employees' dependents under age 19 as follows:

75% of charges up to a lifetime maximum of \$2,000.

**SECTION 23.4:** The Employer shall pay one hundred percent (100%) of the premiums necessary to provide all employees covered by this Agreement with a \$50,000 term life insurance policy, with double indemnity for accidental death.

**SECTION 23.5:** The District will provide a Long Term Disability Insurance Plan, substantially as described in the Group Insurance Proposal received from the Long-Term Disability Insurer ~~Standard~~ A thirty-(30)-day elimination period off duty, and 6-month elimination period for On-the-job injuries approved as provided in Section 22.5, paying at least 60% of salary, shall be provided. The District will add the amount of the premiums to the employee's gross pay and recover the expense as a pay roll deduction. The premium amount will not be added to the TCC to determine wages.

**SECTION 23.6:** The District, at no cost to the employee, will provide inoculations for all employees who come in contact with any contagious diseases while in the line of duty.

**SECTION 23.7:** The District will pay up to 100% of the current premium for an assessment and referral service, for personal and family problems.

**SECTION 23.8:** Article 23 shall reopen when state or federal health reform actions are found to affect insurance provisions of this contract.

**SECTION 23.9:** The employer shall, upon receipt of Union authorization, deduct from each employees pay, the amount of \$75.00 monthly to be used for the Washington State Council of Firefighters Post Retirement Medical Premiums benefit. The employer shall make said payment to the above named plan.

**SECTION 23.10: Cafeteria Style Benefits**

- A. The insurance premiums (medical/dental) of staff members that opt into the program shall be added to gross wages for purpose of retirement and Long Term Disability (LTD) insurance, but excluded from gross wages for the purpose of calculating straight time hourly rate and overtime rate under Article 14.
- B. The insurance premiums in “A” and the added cost to the district of each individual in the program calculated on an individual basis, shall become the amount of a mandatory payroll deduction; and the employee shall be required to maintain participation in the group insurance programs provided to, or available to, all members of the district staff (i.e. no cash option). Those added costs include the employer retirement contribution, LTD insurance premium, Medicare premium, and any other cost resulting from an increase in gross wages; all in addition to the total cost of the insurance premium identified in “A” above. The program shall be managed so that the district costs for personnel in the program are identical to the cost of personnel if they were not in the program.
- C. Changes in the insurance premiums of the staff, whether for the group or for an individual, shall result in changes in the gross pay and payroll deduction on a pay-period to pay-period basis; and shall not require additional changes to the payroll deduction authorization of the participating employees. A payroll deduction authorization shall be required of each participant, worded to authorize such adjustments in the amount of the deductions.

## **ARTICLE 24 - UNIFORM AND PROTECTIVE CLOTHING**

**SECTION 24.1:** Recommendation of uniforms, and protective clothing and equipment, to be worn by all employees covered by this agreement shall be submitted to the Employer for consideration, by the Uniform Committee. The Employer shall have the right to make the final determination for purchase of uniforms, and protective clothing and equipment. All such changes shall be consistent with current NFPA standards and WAC 296-305 requirements in effect on the date the change is made.

**SECTION 24.2:** Protective clothing and equipment as required by the Washington State Vertical Standards for Firefighters shall be supplied, maintained, and cleaned at no cost to the employee.

**SECTION 24.3:** Class A and C uniforms (not required) may be purchased and worn under the conditions outlined in the District Manual. No allowance shall be paid for the purchase and maintenance of optional uniform items.

**SECTION 24.4:** The Employer shall provide, repair, and replace, as needed required work uniform shirts, pants and jumpsuits through a quartermaster system, outside contractor, or similar procedure to be determined by the Employer. Work uniform quantities provided shall be of Nomex or another material meeting safety standards, and consist of 3 shirts, 3 pants and 1 jumpsuit for each covered employee.

**SECTION 24.5:** Employees shall perform normal cleaning and maintenance of required uniforms. District laundry facilities and supplies may be used for this purpose, when cleaning is done at the fire station. No allowance or compensation shall be paid to any employee for laundry expenses; if they elect to dry clean or home launder the uniforms provided to them.

**SECTION 24.6:** The Employer shall replace (or initially provide for new hires) the belt, buckle, work boots and Class B jacket provided to all covered employees on an as needed basis. The determination of when the listed items require replacement shall rest exclusively with the Employer, or his designee. Due to the importance of proper fit, when work boots are replaced they will be selected by the employee, provided that the maximum the Employer will reimburse shall be \$200.00. Voucher or purchase order procedures may be established, in-lieu of reimbursement, for up to \$200.00 for each pair of boots. Any additional costs shall be at the employee's expense.

**SECTION 24.7:** The Employer shall continue to provide the badges and patches for use on all uniforms, which shall be returned to the Employer when no longer serviceable or upon termination of employment.

**SECTION 24.8:** The Employer shall pay an allowance for the purchase, maintenance, and replacement of socks, T-shirts, polo shirts, sweatshirt, sweat shorts, sweatpants, and any other unspecified uniform-related expenses as follows: \$200.00 in 2005, \$225.00 in 2006 and \$250.00 in 2007.

## **ARTICLE 25 – RETIREMENT/LONGEVITY**

**SECTION 25.1:** Employees eligible for longevity will have the following amount added to their monthly salaries:

Completion of 4 years of service - 3%

Completion of 9 years of service - 5%

**SECTION 25.2:** The District will participate in WA PERS and LEOFF Retirement Systems.

## ARTICLE 26 - ACTING PAY

**SECTION 26.1:** If Lieutenant or Captain positions are filled by "acting" personnel, hours worked will be paid at the (starting) rate of the next higher than the regular rank of the "actor"; paid for each 1/4 hour worked in the higher position.

**SECTION 26.2:** If a Chief Officers position covered by this agreement, is filled by "acting" personnel, hours worked will be paid at 5% less than the regular rate for the position filled; paid for each 1/4 hour worked in the higher position.

**SECTION 26.3:** To be qualified to be offered the opportunity to serve as an "acting officer," personnel shall meet the following requirements:

- A: Primary actors are defined in Article 34, Section 34.10. Primary actors shall be determined per Section 34.10 using the most recent promotional examination. Secondary actors shall be those individuals that have passed the promotional examination and are on the promotional list or as defined in 34.6, but are not one of the top three candidates. Other actors shall be Firefighter First Class that (1) have served in that capacity for no less than two years (2) have met the Lieutenant training class criteria as agreed in labor-management committee and (3) have been approved by the Chief or the Chief's designee to serve as an actor.
- B: Acting vacancies will be filled in the following order: 1). Primary Actors, 2). Secondary Actors and 3) Other Actors.
- C: Battalion Chief or Captain vacancies will be filled with promoted Lieutenants as selected by the Fire Chief.
- D: Actors shall be responsible for all the duties of the position they are filling.

**SECTION 26.4.** All career-staffed apparatus used for firefighting activities will respond with an officer or acting officer riding on and in charge of the vehicle.

**SECTION 26.5** Apparatus used for firefighting activities are units like engines, ladder trucks, aerial apparatus, quints and squirts. Specifically excluded are aid cars, tow vehicles, brush trucks and water tenders. Any apparatus not specifically listed will be reviewed in a Labor/Management meeting to determine the appropriate staffing requirements.

## ARTICLE 27 - TRAINING AND EDUCATION

**SECTION 27.1:** EMT Training shall be successfully completed prior to advancement to Fire Fighter Second Class, and maintained as a condition of employment for fire suppression and EMS personnel (except Fire Fighter\Mechanic). Employees will be subject to no discipline and/or discharge, if they continue to make a reasonable effort in obtaining and maintaining their certification.

**SECTION 27.2: TUITION REIMBURSEMENT:** In addition to any other educational incentive, the tuition cost of classes taken by an employee will be reimbursed under the following procedures:

- A. Time off from normal work hours to attend classes will be in the form of annual leave, shift trade, comp time, or other earned leave arranged for under the normal leave procedures.
- B. The employee must request authorization prior to registration for the course, to be eligible for reimbursement. Authorized classes shall be limited to those required for a certificate or A.A. degree, eligible for educational incentive pay as provided for in Section 27.4; except as provided for in subsection F. below.
- C. The course must contribute to the employee's effectiveness in his/her current position or directly prepare the employee for promotional opportunities. Determination as to acceptability and job relatedness of a particular course will be determined by the Fire Chief, in consultation with other Chief Officers and the employee's supervisor.
- D. The employee must earn a grade of C or better in order to be paid a tuition refund. Evidence must be submitted showing that tuition has been paid, the amount paid, and the grade earned, upon completion of the class; which will become part of the personnel file.
- E. A fund of \$10,000/year (2005, 2006, 2007), distributed at the rate of \$2,500/quarter, will be established for this purpose. Tuition reimbursement will be limited to the funds available in this account. Reimbursement payments shall be on an equitable basis as agreed upon through the Labor/Management Committee. Funds not used in one year shall not be carried forward to the next year.
- F. On or before December 1 of each year, personnel may submit for reimbursement of current year expenses for upper division and graduate level courses required for a Bachelor or Master's degree from an accredited institution, in a field eligible for educational incentive pay as provided for in Section 27.4. Any funds remaining in the account for tuition reimbursement on December 1, may be used to reimburse such expenses. When funds are insufficient for all such requests, the available funds shall be paid in proportion to the approved expenses submitted by each employee.

**SECTION 27.3:** The Employer agrees to provide each shift (A, B, C, and D) enough training to maintain their EMT certification. Any training session missed due to vacation, holiday or illness other than a disability as defined in section 16.5 shall be made up at the employee's discretion on his/her own time and at his/her own expense. Employees on disability or sick leave who are unable to return to duty, may attend EMT continuing education classes; and such classes shall not be

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considered a return-to-duty or periods of work.

**SECTION 27.4:** All employees who earn college credit hours towards a degree in Fire Science, Public Administration, or Fire Administration shall be granted incentive increases as follows (added to base pay):

1-year certificate	-	2%
AA Degree	-	3%
BA Degree	-	4%
MA Degree	-	5%

## **ARTICLE 28 - PHYSICAL FITNESS**

**SECTION 28.1:** All employees covered by this agreement are required to participate in the district physical fitness program. Revisions to the content and requirements of this mandatory program shall not require a contract amendment, provided they are developed with the advice of the Union and adopted as provided for in Article 12.

## **ARTICLE 29 - SUBCONTRACTING**

**SECTION 29.1:** The Employer shall not subcontract out fire fighting and EMS work that is presently being performed by employees covered by this Agreement except as provided for in Section 2.4, without first bargaining the decision and any effect of the decision with the Union.

## **ARTICLE 30 - SAVINGS CLAUSE**

**SECTION 30.1:** Should any provision of this Agreement or the application of such provision be rendered or declared invalid by a Court of final jurisdiction or by any reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

**SECTION 30.2:** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

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## **ARTICLE 31 - DURATION OF AGREEMENT**

**SECTION 31.1:** This Agreement shall be effective as of the 1st day of January, 2005, and shall remain in full force and effect until the 31st day of December 2007.

## **ARTICLE 32 - DISCIPLINE**

**SECTION 32.1:** Disciplinary action that does not include termination of employment or suspension without pay shall not be appealable to the Board of Fire Commissioners.

**SECTION 32.2:** When disciplinary actions are appealed to the Board, the Board shall have the authority to sustain or deny the appeal and to increase or reduce the penalty.

**SECTION 32.3:** Except as modified above, the Disciplinary procedures in the District Manual shall be followed.

## **ARTICLE 33 - SHIFT TRADE POLICY**

**SECTION 33.1:** Shift trades are a voluntary contract between two employees who are similarly qualified. The B.C. who will be receiving the substitute shall approve the initial trade; and shall consider the manner of pay-back (work or annual leave), and whether the pay-back is also acceptable.

**SECTION 33.2:** Shift trades shall not cause any additional expense to the employer at the time the trade was approved. They shall not produce overtime, acting pay, repeat training, or other expenses.

**SECTION 33.3** The employer shall have no obligation to maintain records of hours traded, and the hours for FLSA purposes shall be calculated as if the regularly assigned person is present for work.

**SECTION 33.4:** Specialized or mandatory training that is missed shall be made up on the employee's time and expense.

**SECTION 33.5:** Proposed trades are to be submitted for approval, to the B.C. who will be receiving the substitute, at least 24 hours in advance; provided that short term trades of less than 4 hours may be approved by the B.C. with no prior notice.

**SECTION 33.6:** All trades shall be documented on appropriate forms, so it is clear who is responsible to work. Short-term trades approved with no prior notice may be documented after the start of the trade.

**SECTION 33.7:** Annual leave or compensatory time may be used as pay back, on an hour for hour basis. Pay back using AL or CT does not remove the requirement that the trade be between employees who are similarly qualified.

**SECTION 33.8:** Members who agree to the trade are responsible for the revised work schedule, and may be disciplined for an absence or lateness. Employees may not trade the pay back date to a third party. (No triple trades.)

**SECTION 33.9:** There shall be an annual limit of 20 shift trades, for employees covered by this agreement; provided, that each employee and their assigned B.C. shall be jointly responsible to assure that employees are not absent from their regular assigned work shifts for more than two calendar months in a block, once in any year. Regular assigned work shifts shall not include K-days, sick days, or disability days; but shall include all other scheduled days, including those days scheduled as annual leave or comp time.

## ARTICLE 34 – PROMOTIONAL STANDARDS

**SECTION 34.1:** All promotional lists shall remain in effect for not more than 36 months from the date the list becomes effective, or until the list includes less than 3 eligible candidates for promotion; whichever occurs first.

**SECTION 34.2:** All employees shall be notified 90 days prior to the written portion of the examination. Notification shall include: test date(s), assessment criteria, who is eligible, and a list of study material. Employees shall apply in writing no less than 30 days prior to the written test date. A written test date will be posted along with the assessment date(s). Assessment date(s) will be no earlier than 30 days after the written test. All candidates will be provided a package, at least 20 days prior to the first assessment date, including any material needing to be prepared prior to the assessment center, what labs will be in the assessment center, and scoring criteria for all labs.

**SECTION 34.3:** For the Captain and Lieutenant promotional exam, a written score of a minimum of 70% is considered passing. The candidate must pass the written examination to progress to the assessment lab portion of the test.

**SECTION 34.4:** For the Captain and Lieutenant promotional exam there will be 4 assessment labs. Passing score on the assessment labs will be a minimum of 70%. Failure of more than one assessment lab will disqualify the candidate from the promotional list.

**SECTION 34.5:** For the Captain and Lieutenant promotional exam each portion of the promotional exam will count as 20% of the total score. Candidate must have a total score, after preference points, of a minimum of 70% to be placed on the promotional list.

**SECTION 34.6:** Employees who wish to be placed on the list in order of priority to serve as an acting officer shall participate in the promotional examination. A former officer demoted through the operation of Article 10 of this contract need not retest to continue to serve as an acting officer. Employees who wish to be considered an Acting Battalion Chief shall have passed the most recent Battalion Chief's exam effective 12/31/06. The decision to allow an officer to act as a Battalion Chief rests with the Employer.

**SECTION 34.7:** Preference points will be awarded as a percentage of the total points available on the test. Candidates must have 6 credits in the Fire Administration / Supervision area, for any preference points. Preference points will be awarded as follows:

For Lieutenant promotions:

15 Fire Science Core Credits:	1 %
20 Fire Science + 10 General Education:	2 %
30 Fire Science + 15 General Education:	3 %
AA Degree in Fire Command or Fire Administration:	4 %

For Captain and Battalion Chief promotions:

30 Fire Science + 15 General Education:	2 %
AA Degree in Fire Command or Fire Administration:	3 %
BA/BS in Fire Administration or Public Administration	4 %

**SECTION 34.8:** Should two or more candidates have identical final scores, the candidates will be ranked according to seniority.

**SECTION 34.9:** The Board of Fire Commissioners shall hear any protest concerning the test process and results, and resolve any disputes. The decision of the Board of Fire Commissioners shall be final, and shall include adoption of the final promotional list. The promotional list shall include the rank order or all candidates eligible for promotion during the life of the list.

**SECTION 34.10:** The promotional list will establish the primary-acting Lieutenants and Captains. The top three candidates eligible for promotion to Lieutenant and Captains, to include any former Lieutenant(s) and Captain(s) demoted through the operation of Article 10 will be placed on different shifts and given preferential consideration when an acting position is to be filled on their respective shifts. When a new promotional list is established, management shall comply with this provision within 3 months.

**SECTION 34.11:** All employees, who meet the minimum time-in-grade requirements for promotion, shall be permitted to participate in the promotional exam process.

**SECTION 34.12:** To be eligible to test for promotion to the rank of Lieutenant, employees shall have been advanced to the position of Fire Fighter First class for a minimum of two years prior to the scheduled date of adoption of the promotional list.

**SECTION 34.13:** To be eligible for promotion to the rank of Captain, employees shall have been promoted to the rank of Lieutenant for a minimum of two years prior to the scheduled date of adoption of the promotional list.

**SECTION 34.14:** To be eligible for promotion to the rank of Battalion Chief, employees shall have been promoted to the rank of Captain for a minimum of two years, or promoted to the rank of Lieutenant for a minimum of four years, prior to the scheduled date of adoption of the promotional list.

**SECTION 34.15:** The Fire Chief shall select for promotion, from among the top three candidates eligible for promotion, on the date the vacancy is to be filled. The Fire Chief in conjunction with the Board of Fire Commissioners shall retain sole discretion concerning if and when a position shall be filled by promotion. Candidates who are passed over for promotion shall be provided a written explanation. The Employer shall fill a vacancy in a permanent promotional position within 60 days, following creation of the vacancy.

**SECTION 34.16:** For the Battalion Chief promotional exam, the Employer shall have discretion concerning testing criteria, provided the Employer complies with the time line portions of Section 34.2 and consults with the Union.

**SECTION 34.17:**

Officer assigned as the Training Health Safety Chief: An officer, when assigned to a day schedule in the Training Division as the Training Health Safety Chief shall be paid at the pay rate determined below or by provisions elsewhere in this agreement. The assignment shall be made following the procedures below in the following order:

- A. Officer assigned as the Training Health Safety Chief: A Lieutenant may apply and be assigned to a day schedule in the Training Division as the Training Health Safety Chief and shall be paid 125% of Firefighter First Class. A Lieutenant selected for assignment as to the Training Health Safety Chief shall serve a minimum of three years in the assignment, hold the rank of Training Health Safety Chief for the duration of the assignment, and work a 40 hour/week (4 X 10) schedule. Written, oral, and practical tests may be administered to assist the Chief in making a selection from among interested applicants for the position. A second 3 year (or permanent) assignment shall be offered to the Training Health Safety Chief provided Performance Appraisals have demonstrated the officer meets or exceeds all position responsibilities. District Manual section 2613.6 shall be amended to provide that, “a Battalion Chief or Training Health Safety Chief” who fills that assignment for 42 consecutive months shall be deemed to have been promoted to the rank of Captain. The selected Lieutenant (Training Health Safety Chief), in consideration for the first 3 year term as Training Health Safety Chief by assignment, shall be given 3% preference points on all subsequent Battalion Chief or Captain promotional tests. This assignment is voluntary and dependant upon a current qualified employee applying for and being selected for the position. If no current employee applies, alternate B (below) shall apply.
- B. Officer assigned as the Training Health Safety Chief: A Lieutenant selected for mandatory assignment to a day schedule in the Training Division shall be paid 125% of Firefighter First Class. A Lieutenant selected for assignment as to the Training Health Safety Chief shall serve a minimum of three years in the assignment, hold the rank of Training Health Safety Chief for the duration of the assignment, and work a 40 hour/week (4 X 10) schedule. The selected Lieutenant (Training Health Safety Chief), in consideration for the 3 year term as Training Health Safety Chief by assignment, shall be given 3% preference points on all subsequent Battalion Chief or Captain promotional tests.
- C. If after serving three years, the Lieutenant in assigned as the Training Health Safety Chief wishes to return to Lieutenant in suppression operations, and no Lieutenants eligible and/or apply for assignment to the Training Health Safety Chief position, both management and labor will meet to work on an agreeable solution for filling the position.

**SECTION 34.18:** Lieutenant Assigned to the Training Division. A Lieutenant will be assigned to work a day schedule as identified in Section 16.3 to assist the Training Health Safety Chief and to serve in that capacity a minimum of two years but not more than three years.

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- A. Any qualified Lieutenant, who wishes to serve in this position, may request to do so and be granted his/her request at the approval of the Fire Chief. If no qualified Lieutenant applies, then the most recently promoted lieutenant will serve in this capacity immediately following his/her Lieutenant probationary year in suppression operations.
  
- B. If both parties wish to extend or lessen the two to three year period, they may do so under agreeable circumstances.
  
- C. If after serving three years, the Lieutenant in training wishes to return to suppression operations, and there are no newly promoted lieutenants, both management and labor will meet to work on an agreeable solution for filling the position.

APPENDIX A: WAGES

2005 – 3.5% Effective January 1, 2005

2006 - 2.8% Effective January 1, 2006

2007 –100% of the CPI-U Based on the Seattle-Tacoma-Bremerton Index for the 12 months ending June 30, 2006 as published in July with a 2.75% minimum to 3.5% maximum.

All wage calculations shall be rounded down to the nearest even cent.

2005: Salary rates effective 1/1/2005 shall be:

<u>POSITION</u>	<u>MONTHLY</u>	
	2005	2006
Battalion Chief	\$7,228.26	\$ 7,430.64
Captain	\$6,672.24	\$ 6,859.05
Lieutenant	\$6,116.22	\$ 6,287.46
Fire Fighter I	\$5,560.20	\$ 5,715.88
Fire Fighter II	\$5,004.18	\$ 5,144.29
Fire Fighter III	\$4,448.16	\$ 4,572.70
Fire Fighter Probationary	\$3,892.14	\$ 4,001.11
Facilities/Apparatus/Equipment Manager	\$6,672.24	\$ 6,859.05

The employer shall continue to participate in the Washington State Deferred Compensation program, with no employer contribution. Each employee shall be responsible for completion of the necessary forms to establish their deferred comp account.

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APPROVED:9/23/2005

JANUARY 1, 2005 THROUGH DECEMBER 31, 2007

APPROVED:  
FOR THE DISTRICT:

\_\_\_\_\_  
CHAIRMAN OF THE BOARD OF COMMISSIONERS      Date \_\_\_\_\_

\_\_\_\_\_  
MEMBER OF BOARD OF COMMISSIONER      Date \_\_\_\_\_

\_\_\_\_\_  
MEMBER OF BOARD OF COMMISSIONERS      Date \_\_\_\_\_

APPROVED:  
FOR THE UNION:

\_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_