

# AGREEMENT

By and Between

**Key Peninsula Professional Firefighters  
IAFF Local 3152**

And

**Pierce County Fire District 16**



**January 01, 2020 through December 31, 2022**

This Agreement is entered into by and between Pierce County Fire District 16 (hereinafter referred to as the “Employer” or “District”) and Key Peninsula Fire Fighters Local 3152, IAFF (hereinafter referred to as the “Union”).

It is the purpose of this Agreement to provide for equitable and peaceful adjustment of differences, which may arise, and to establish wages, hours, and conditions of employment for the employees covered by the Union (hereinafter referred to as “Employees” or “Members”).

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## ARTICLE 1 – RECOGNITION

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The Employer recognizes the Union as the exclusive bargaining agent for all uniformed Employees of the Fire District, excluding the Fire Chief, Assistant Chief, supervisory confidential employees, and non-uniformed employees.

## ARTICLE 2 – UNION SECURITY

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### 1. Union Security

- 1.1. The parties agree that it is not a condition of employment to be a member of the UNION based upon the SCOTUS ruling Janus v. AFSME in 2018. However, in order to preserve solidarity, employee benefits, and job security, the UNION encourages all eligible Employees to become a UNION member and remain a UNION member in good standing. The UNION believes that UNION membership is a means to ensure the acquisition and maintenance of excellent benefits and job security. The EMPLOYER, while having to remain neutral, in regard to membership, recognizes the UNION as the sole bargaining unit representative relative to wages, hours, and working conditions for all firefighters and officers as enumerated in Article 1 – Recognition above.
- 1.2. New Employees covered under this Agreement will be given up-to six (6) hours of UNION education in their first week of employment by a designated UNION representative in order to receive a more complete explanation of all the benefits of UNION membership prior to Opting In/Out.
- 1.3. Employees desiring to become a member of the UNION shall advise the EMPLOYER with an “OPT-IN” form provided by the UNION that authorizes the withholding of regular UNION dues. Conversely, those who choose to “OPT-OUT” of UNION membership shall advise the EMPLOYER using the “OPT-OUT” form provided by the UNION.
- 1.4. New Employees hired during the term of this Agreement who chose to OPT-IN to UNION membership shall become a Union Member within ninety (90) days of their employment date.
  - A. The Employer shall deduct once each month dues and assessments from those Employees who have individually requested in writing via the “OPT-IN” form that such deductions be made. The total amount of deductions shall be remitted by the Employer to the Union Treasurer.
  - B. The Union shall indemnify, defend, and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reasons of actions taken by the Employer in fulfilling the obligations imposed on the Employer under this Article.
- 1.5. A copy of this Agreement shall be posted on the District’s intranet and made available for all Employees.

### 2. Union Business

- 2.1. Regular monthly or special Union Meetings may be held at any Fire Station provided; said meeting(s) are not in conflict with pre-scheduled in-house events and do not otherwise disrupt normal District operations. With the approval of the Fire Chief, or designee, special meetings may be held at any time and/or fire station. Mutually agreed upon office space may be utilized for Union Business so long as use does not disrupt normal District operations.
- 2.2. On-Duty Employees, with the approval of the Fire Chief or designee, may meet with the Employer as a Labor Representative regarding Labor Management Committee, Negotiation of Contracts or Grievances, and Fire District appointed committees that may require labor representatives (i.e., Future Planning, Safety, etc.). Participation may not otherwise interfere or disrupt normal District operations.

## ARTICLE 3 – NON-DISCRIMINATION

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1. The Employer and the Union agree not to discriminate against any bargaining unit Member for their membership or non-membership in the Union, or because of their lawful activity on or behalf of the Union, or because of their lawful election to refrain from engaging in Union activities.
2. Neither the Employer nor the Union will discriminate against any bargaining unit Member because of age, gender, marital status, race, creed, color, national origin, or sexual orientation. A qualified sensory, mental, and/or physical disability shall be reasonably accommodated to the extent possible, in accordance with the Americans with Disabilities Act.
3. Whenever the masculine gender is used in this Agreement, it is intended to refer to both male and female Employees and shall be so construed.

## ARTICLE 4 – MANAGEMENT RIGHTS

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1. The Employer retains and reserves all powers and authority to manage its operations in accordance with applicable laws and regulations, subject only to the limitations expressly stated in this Agreement.
  - 1.1. To plan, direct, control, and determine the means of operation and level of services provided by the Employer;
  - 1.2. To hire, promote, supervise, transfer, assign, and lay-off the work force, to establish qualifications for employment, and determine the number of personnel;
  - 1.3. To discipline, suspend, demote, and discharge Employees for just cause.
  - 1.4. To determine the utilization of technology, to establish work and performance standards and, from time to time, change those standards;
  - 1.5. To define schedules within the established hours of work as set forth in Article 10 – Hours;
  - 1.6. To assign work within the recognized shift schedules;
  - 1.7. To determine the methods, means, organization, and number of personnel by which such operations and services shall be produced or purchased, and/or to subcontract for goods and services not currently performed by bargaining unit Members;
  - 1.8. To assign and require overtime;
  - 1.9. To change or eliminate existing operational protocols, equipment, or facilities;
  - 1.10. To establish and modify the organizational and management structure.
2. The parties will bargain over subjects in this Article to the extent required by [RCW 41.56](#).

## ARTICLE 5 – LABOR MANAGEMENT COMMITTEE

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1. The District recognizes the value of a strong labor management relationship and the need for Local 3152 to participate in the overall management of the District. As such, the District will maintain a separate line item that is funded at the average overtime per hour rate for a total of forty-eight (48) hours annually. This time will be used for Union Officials to participate in the management of the District, most commonly through the Labor Management Committee.
2. The Labor Management Committee should meet monthly (at a minimum quarterly), and consist of two (2) Union representatives (The Union President or Vice President and a second Union E-Board member) and two (2) District Representatives (The Fire Chief and the Assistant Chief) unless mutually agreed upon by both parties.
3. The purpose of this committee is to facilitate improved labor-management relationships by providing a forum for the free discussion of mutual concerns and problems which may include discussion of the implementation of major new District programs or substantial modifications of existing major District programs that will have a significant impact on work schedules or duties. Matters subject to the grievance procedure contained in this Agreement shall be appropriate items for consideration by the Labor Management Committee, but submission of a matter to the committee shall not affect the right to grieve the matter.
4. The Labor Management Committee is not to be used as a substitute for formal contract negotiations.
5. The Labor Management Committee will not discuss any concerns which the Members feel have not been taken through the established channels of authority but will instead refer such matters first to the proper supervisor.

## ARTICLE 6 – SAFETY COMMITTEE

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1. The purpose of this committee is to enhance the overall safety at the Fire District.
2. It shall be comprised of various Stakeholders/Partners across the organization including two (2) Union members appointed by the Local.
3. The Safety Committee shall meet at least Quarterly and these committee meetings shall be considered compensable time.

## ARTICLE 7 – PREVAILING RIGHTS

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All bona fide past practices affecting wages, hours, and working conditions which are not included in this Agreement, shall remain in force, unchanged, and unaffected in any manner unless changed in accordance with the requirements of [RCW 41.56](#).

## ARTICLE 8 – PERFORMANCE OF DUTY

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The parties agree that the public interest requires the efficient and uninterrupted performance of all District services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the life of this Agreement, the Union shall not cause or condone any work stoppage, strike, or slowdown of District functions by Employees under this Agreement.

## ARTICLE 9 – WELLNESS/FITNESS PROGRAM

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1. The Employer and the Union will work cooperatively to implement and maintain a comprehensive Wellness/Fitness Program (hereinafter referred to as the “Program”). The details of this Program will be contained in the Wellness Initiative Guideline. The Program will be under the direction of the Wellness/Fitness Advisory Committee. This committee will be made up of two (2) representatives appointed by the District and two (2) representatives appointed by the Union and will facilitate the development of measurable and appropriate performance benchmarks for all aspects of Program. The Labor/Management process retains ultimate discretion and full authority concerning the formulation and approval of all policies under the Program. Participation on the Wellness/Fitness Advisory Committee shall be considered compensable time.
2. A progressive system of discipline may be employed for failure to participate in the Wellness/Fitness Program. The District however is barred from instituting any discipline upon Employees that do not attain physical fitness goals as may be established for them by medical physicians and/or physical fitness professionals.
3. The District shall provide the First Choice Employee Assistance Program.

## ARTICLE 10 – PROBATIONARY PERIODS

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### 1. New Hires

- 1.1. All newly hired Employees shall be deemed “on probation” from their date of hire for at least eighteen (18) successive months of regular full-time employment thereafter and must prove their qualifications to do the work to the Employer's satisfaction during that probationary period. The Employer shall evaluate the probationary Employee's performance before the end of the probationary period and determine whether the Employee has successfully completed probation.
- 1.2. In the case of the new hires, the Employer in its sole discretion may discipline, discharge, or lay off an Employee during the probationary period without recourse by anyone to the grievance procedure. There shall be no seniority afforded to probationary Employees in case of layoff, bumping, and recall, provided that each Employee shall accrue seniority in his/her individual classification retroactive to their date of hire as a regular full-time Employee upon successfully completing the probationary period.

### 2. Promotion

- 2.1. An Employee promoted to a higher classification within the bargaining unit shall be deemed “on probation” for a period of twelve (12) consecutive months in that higher classification. When an Employee is temporarily assigned to a higher classification, which may, at a later date, become a promotional appointment, he or she may choose to begin the promotional probation program for that higher classification. If the Employee is subsequently promoted to the higher temporary classification, without a break in the original temporary assignment in that higher classification, and if the Employee successfully completes the probationary program, the time of the temporary assignment will be counted towards the normal twelve (12) month probationary period in that higher classification. An Employee's voluntary decision to initiate a probationary program in no way obligates the Employer to guarantee that a temporary assignment in that higher classification will become a promotional assignment.
- 2.2. An Employee that moves from Firefighter/EMT-B to Firefighter/Paramedic shall be deemed to be “on probation” for a period of six (6) consecutive months in that classification with an option to extend no more than an additional six (6) months. This probation is only associated with the Paramedic job duties. Should the Employee fail to complete probation in the Firefighter/Paramedic classification they will be reverted back to the Firefighter/EMT-B classification.
3. If the District determines at any time in its sole judgment during the probationary period (or extension thereof) that a promoted Employee is not sufficiently qualified to perform the work, the Employee shall be returned to his/her former position and rate of pay without loss of seniority in the former position but without recourse to the grievance procedure. In such event, the Employee involved may, within ten (10) days, request that the action be reviewed by a committee consisting of two (2) representatives of the Employer and two (2) representatives of the Union, with their conclusion forwarded to the Fire Chief for final determination.
4. The probationary period for all Employees may be extended for any period of time for which the Employee is on an approved leave of absence, disability leave, family medical leave, or military leave. Any new hire whose absence during probation makes continued assignment to a training academy unproductive may, in the sole discretion of the District, be reassigned to the next training academy with no accrual of seniority or benefits during the intervening period.
5. The District agrees that it will evaluate Employees during the probationary period following promotion at not less than ninety (90) day intervals. Employees whose performance is less than satisfactory at any stage of evaluation may be returned to their prior classification.

## ARTICLE 11 – SENIORITY LIST

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1. The Employer shall maintain a current listing of the seniority of all Employees covered under this Agreement. Seniority ranking shall be in accordance with the Employee's most recent date of hire as a full-time regular Employee. Where two (2) or more Employees are hired on the same date, seniority shall be in accordance with Employee's overall test score in the entrance examination with seniority granted to the Employee(s) with the higher score(s) in descending order.
2. Employees shall lose all seniority in the event of resignation or termination.
3. Employees on leave of absence for more than one (1) month shall not accumulate seniority during such absence. Upon returning to work after such layoff or leave, the Employee shall be granted the level of seniority previously accrued in the rank to which the Employee returns.

## ARTICLE 12 – WAGES

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### 1. Base Wage

- 1.1. Effective January 01, 2020, monthly base wages for bargaining unit classifications shall be as set forth in Appendix A of this Agreement.
- 1.2. In addition to the base wages established for January 01, 2020, the District is providing an “in lieu of” CPI lump sum payment of \$70,000 to the Local 3152 Members. This lump sum payment is to be distributed to the Members in a per Member amount of \$2,500 notwithstanding the terms listed below.
  - A. These payments will be processed and paid no later than December 10, 2020.
  - B. These payments will be processed as an individual check and not bundled with a regular payroll check.
  - C. In lieu of cash payments, each Member may choose to have the total gross distribution added to their deferred compensation account. This election must be made in writing by November 1, 2020.
  - D. The “in lieu of” CPI lump sum payments are directly tied to individual use of appropriate sick leave, the contractually approved sick leave language, and the following parameters:
    - I. Should an individual Local 3152 Member exceed 216 hours of sick leave use that is outside the definition of appropriate sick leave use as defined in Article 19 – Sick Leave for the period of January 01, 2020 through November 30, 2020, each hour over 216 will reduce their individual “in lieu of” lump sum payment by \$60 per hour.
    - II. For those Local 3152 Members that use more than the 216 hours of sick leave as defined in item 1.2.D.I above, the reduced amount of their “in lieu of” lump sum funds will be placed in the overall “in lieu of” pool and will become part of the contribution that is ultimately made to the remaining Local 3152 Members that did not exceed the 216 hours of sick leave used.
    - III. The Local and the District agree to convene a labor management committee in November of 2020 to generate concurrence on the overall distribution of the “in lieu of” lump sum payments to the Local 3152 Members.

### 2. COLA

- 2.1. Effective January 01, 2021, base wages for all Members of the bargaining unit shall be increased by 100% of [Consumer Price Index for Urban Wage Earners \(CPI-U\), Seattle-Tacoma-Bellevue](#) measured in June 2020 as specified by the Bureau of Labor Statistics, United States Department of Labor.
- 2.2. Effective January 01, 2022, base wages for all Members of the bargaining unit shall be increased by 100% of [Consumer Price Index for Urban Wage Earners \(CPI-U\), Seattle-Tacoma-Bellevue](#) measured in June 2021 as specified by the Bureau of Labor Statistics, United States Department of Labor.

### 3. Hourly Wage Calculation

- 3.1. Hourly wages for an Employee shall be calculated by first multiplying the Employee’s monthly salary (Base Wage + Longevity + Premiums) by twelve (12) months to determine the Employee’s annual salary. Then 365 (calendar days in a year) is divided by 24 (the # of days in the pay cycle) to determine the number of pay cycles (15.21) in a calendar year. The Employee’s annual wage is then divided by 15.21 (the number of pay cycles), this sum represents the dollar amount earned by the Employee in each pay cycle. The Employee’s dollar amount number earned in a pay cycle is then divided by 168 (the number of hours worked in a pay cycle) to arrive at the Employee’s equivalent hourly wage rate.

The Employee's Overtime wage rate is determined by multiplying the Employee's hourly wage by one and one-half (x1.5).

#### 4. Overtime Compensation

- 4.1. In accordance with the Fair Labor Standards Act (FLSA), the 7(K)-work period for 24-hour shift personnel shall be 168 hours in a 24-day cycle, when assigned to the 48/96 schedule. Shift Employees shall be compensated at a rate of one and one-half (1½) times their hourly rate of pay, for each hour worked outside their regularly scheduled shift. Paid time off shall be considered time worked for the purpose of overtime compensation.
- 4.2. Day shift Employees shall be entitled to overtime compensation at one and one-half (1½) times the straight hourly rate for each hour worked outside their regularly scheduled shift. Paid time off shall be considered time worked for the purpose of overtime compensation.
- 4.3. When submitting for overtime compensation, Employees shall follow the guidelines as set forth in current District Overtime Guidelines.
- 4.4. When a Member self-initiates or responds to the request for additional staffing or a general alarm, they shall be compensated for a minimum of two (2) hours of overtime.

#### 5. Compensatory Time

- 5.1. With mutual consent of the Employer, an Employee(s) may elect to receive compensatory time off in lieu of cash compensation when overtime is worked, provided that the Employee(s) may not accrue compensatory time in excess of 216 hours. Any accrued compensatory time in excess of 216 hours will be paid to the Employee(s) at their overtime rate.
- 5.2. Compensatory time is defined as time off at a rate equal to one and one-half (1½) times the number of overtime hours worked.
- 5.3. Employees shall note their preference for overtime compensation or compensatory time off in accordance with current District Overtime Guidelines.
- 5.4. Compensatory time off requests may be granted, at the discretion of the Shift Officer on a first come, first served basis and shall not be unreasonably denied.
- 5.5. Accrued compensatory time may be cashed out or converted and carried forward, at the sole discretion of the Employer, when an Employee is promoted to a higher classification. If the Employer chooses to cash out the accrued compensatory time, the remuneration will be based on the lower wage rate of the two classifications. The Employee can choose to take the remuneration in cash, or as a deposit in their DC457 accounts.

#### 6. Longevity

- 6.1. The Employer agrees to the following longevity pay, which shall be added to the monthly salary and wages for each Employee. Each Employee shall receive the following addition to his/her base salary;

Amount	Years of Service	Defined Start of Pay
3%	5	Beginning of the 61 <sup>st</sup> Month
4%	10	Beginning of the 121 <sup>st</sup> Month
5%	15	Beginning of the 181 <sup>st</sup> Month
6%	20	Beginning of the 241 <sup>st</sup> Month
7%	25	Beginning of the 301 <sup>st</sup> Month

6.2. Longevity pay shall be calculated by adding together the Employee's Base Wage + Premiums then applying the percentage as outlined above.

## **7. Premium Pay**

7.1. All Premium pay will be added to the Employee's base rate for the purposes of calculating hourly rate, overtime rate and longevity.

### **7.2. Paramedic**

A. Qualified Paramedics shall receive ten percent (10%) per month Premium of the First-Class Firefighter base wage rate. This premium pay shall be factored into all overtime work for Paramedics.

### **7.3. Higher Education**

A. Employees will be eligible for the Higher Education Premium once they have earned a degree from an Accredited Educational Institution and provided the Employer with substantiating documents.

B. Employees shall receive a Higher Education Premium pay at the following rates:

I. 1% for an Associates degree.

II. 2% for a Bachelors degree.

III. 3% for a Masters degree.

C. Education Premium is paid on highest degree earned and is not cumulative.

## **8. Step Up Pay**

8.1. Where any Member is temporarily stepped up to fill a Company Officer or Chief Officer position, they will be paid an additional hourly rate according to [Appendix A, Step Up Pay](#).

8.2. The most senior, non-probationary Firefighter on-duty shall assume the Supervisory position in the event that a staffed station does not have a commissioned officer on-duty. However, if there is a Firefighter at that station that is on a current promotion eligibility list. then they shall be stepped up rather than the more senior person at the equivalent rank.

## **9. Duty Chief On-Call Pay**

9.1. Division Chief(s) while filling in for the Duty Chief will be compensated at their overtime rates for all hours accrued for the response at a minimum of one (1) hour per response.

9.2. Division Chief(s) are not allowed to be called back for shift overtime while "on-call" as the Duty Chief, with the exception of when no other officer is available for call back.

## **10. Tuition Expenses Reimbursement**

10.1. In order to encourage each Member to pursue higher education during their employment; the District will reimburse receipts for tuition expenses incurred by the member after January 1, 2011.

10.2. Members will be eligible for the following reimbursement upon completion of the following degrees and receipt of supporting documentation showing degree awarded:

A. Associates: \$3,600

B. Bachelors: \$5,000

C. Masters: \$7,000

- 10.3. All reimbursements will be paid in equal monthly payments spread over the subsequent thirty-six (36) months following award of degree. Any reimbursement balance existing at the time of separation will be forfeited

## **11. Wellness Incentive**

- 11.1. The District will make available up to \$360 annually per Member in order to reimburse the Member for memberships, coursework, or participation in programs associated with physical, mental, emotional, social, or spiritual wellness.
- 11.2. Before signing up for any memberships, coursework, or participating in the above mentioned programs, the Member should seek concurrence with the Local 3152 Wellness Coordinator and/or a member of Management to ensure that the membership, coursework, or program meets the intent of this language.
- 11.3. Members may submit annual dues or fees and they are encouraged to take advantage of discounted rates when paid annually. Should the District reimburse the Member for an annual fee and then the Member leaves the program, the Member will need to reimburse the District for the pro-rated amount. If the Member does not reimburse the District by the end of the calendar year, then the Member forfeits the following year's reimbursement benefit. Monthly fees should be turned in for reimbursement no later than ninety (90) days beyond time of service.

**1. 24 - Hour Shift Employee Schedule**

- 1.1. The current scheduled duty hours for all Employees assigned to the 24-Hour Shift schedule shall average forty-nine (49) hours per week (2,555 hours annually) computed on an annual basis. The schedule is as follows: forty-eight (48) hours ON duty and ninety-six (96) hours OFF duty, except for scheduled shift changes. To achieve a weekly average of forty-nine (49) hours with this schedule, Employees shall be scheduled one (1) Kelly Day per work cycle. The work cycle is 168 hours in a 24-day period following the 48/96 shift rotation. The 24-Hour Shift shall commence at 0800.
- A. In the event that a shift is scheduled to work both December 24th and December 25th of the same year, the shift assigned to work on December 24th will trade days with the shift assigned to work on December 23rd. In the event that December 24th happens to be the start of a new pay period then the shift assigned to work on December 25th will trade days with the shift assigned to work on December 26th.

**1.2. Kelly Day Selection**

- A. Each Member must be scheduled one (1) Kelly Day per work cycle (rounded to the nearest whole number.) Kelly Days will be scheduled by the Employees and published by November 1st each year.
- B. The Members of each shift shall, based on seniority and staffing guideline requirements, be given the opportunity to choose two (2) Kelly Days at a time until all Kelly Days have been chosen. Once the Kelly Day schedule has been posted, the Kelly Day can only be changed by mutual agreement between the Employee and the Employer.

**1.3. Break Periods**

- A. 24-Hour Employees shall be provided with the following break periods:
- I. A one (1) hour lunch break, with lunch to occur at or near the 1200 hour.
  - II. A one (1) hour dinner break with dinner occurring at any time after or near 1700 hours.
  - III. Two (2), fifteen (15) minute breaks, one in the morning and one in the afternoon.
  - IV. Employees will be required to respond to calls for service during their break periods.
  - V. Whenever a meal period is interrupted, or a shift was impacted by a heavy call volume, the Battalion Chief may authorize additional break periods at his/her discretion. Employees shall remain on call and available for emergencies during these breaks.

**2. 40-Hour Day Shift Employee Schedule**

- 2.1. 40-Hour Day Shift Employees shall be assigned to work a forty (40) hour work week in a seven (7) day work cycle, which is Sunday through Saturday. Day Shift Employees shall be assigned to work one (1) of the following schedules;
- A. Five (5), eight (8) hour days.
  - B. Four (4), ten (10) hour days.
  - C. Day Shift shall start between the hours of 0700 and 1400.
- 2.2. The parties recognize that some full-time positions require flexible work hours outside the typical Monday through Friday schedule to accomplish assigned tasks. The immediate supervisor and the

Employee will determine a schedule to meet the needs of the position. Adjustments to the agreed upon schedule must be approved by the immediate supervisor prior to the adjustment.

- 2.3. Division Chief(s) may be used on a voluntary basis to fill-in as needed for a Duty Chief position when the Fire Chief and Assistant Chief are unavailable or unable to fill this role.

#### **2.4. Day Shift Break Periods**

- A. 40-Hour Day Shift Employees shall be provided with the following breaks:
  - I. A one (1) hour lunch break
  - II. Two (2), fifteen (15) minute breaks, one in the morning and one in the afternoon.
  - III. Employees shall remain on call and available for emergencies during these breaks and shall be compensated for such time.

### **3. Changes in Work Schedule**

- 3.1. Changes in an Employee's work schedule (from shift to shift, days to shift or vice versa) as outlined in this section shall be preceded by a minimum thirty (30) days written notice of the change.
- 3.2. When an Employee changes from a 24-hour Shift schedule to a 40-hour Day Shift schedule, or the reverse, they will be entitled to two (2) consecutive days off prior to and/or returning to the schedule and shall be preceded by a minimum thirty (30) days written notice of the change which can be waived by written mutual agreement between the Union and the District.
- 3.3. When an Employee changes from one shift to another, they will be entitled to two (2) consecutive days off prior to reporting to the new shift which shall be preceded by a minimum thirty (30) days written notice of the change which can be waived by written mutual agreement between the Union and the District.
- 3.4. If an Employee wishes to request a change in their work schedule, such proposed change shall be submitted at least thirty (30) days prior to any such change. The Employer will give full consideration to any request and respond in writing within twenty (20) days of receiving the request.

### **4. Meetings and Training**

- 4.1. The District may schedule mandatory meetings, interviews, and/or training at reasonable times and shall give Employees a minimum of a two (2) week notice of scheduled mandatory meetings, interviews, and/or training.
- 4.2. Employees who fail to attend mandatory meetings, interviews, and/or training, for reasons other than sick leave or an approved absence, when the minimum two (2) week notice has been given shall be subject to discipline.
- 4.3. Employees who fail to attend mandatory meetings, interviews, and/or training when the minimum two (2) week notice has not been given, will not be subject to discipline.
- 4.4. Employees unable to attend mandatory meetings, interviews, and/or training shall notify the Fire Chief in writing with a copy forwarded to the Union.

### **5. Productive Work Hours**

- 5.1. Productive work hours are defined as hours used during the day to complete general work activities such as general maintenance of apparatus, facilities, and equipment, delivery of fire and life safety education to the public, station tours, daily in-service training and continued education, pre-fire

planning, collateral duties and project activities, volunteer program support, and physical fitness or other work as assigned by the Battalion Chief.

- 5.2. The District and the Union recognize the 48/96-hour work schedule, within this schedule productive work is expected. This productive work shall be directed by, and at the discretion of, the on-duty Battalion Chief.
- 5.3. Outside of 24-hour incident response, the typical productive work hours should consume no more than eight (8) hours of a twenty-four (24) hour assignment. It is understood that on recognized holidays, as defined in this Agreement, productive work hours may be altered.

## ARTICLE 14 – CALLBACK

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1. In the event that overtime is required to fill a shift, bargaining unit Employees shall be utilized to perform the overtime work. Save for emergencies or inability to find an Employee to fill a shift, overtime for this purpose shall be voluntary. The opportunity to work overtime shall be rotated equally among the Employees as provided by a call-back system established between the Employer and the Union.
2. Division Chief(s) may be used for shift call back in accordance with the District's current Overtime & Shift Call Back Guideline.
3. A Call Back list shall be established by seniority, with all hours zeroed each January for each classification and maintained in ascending order with the least number of hours to the most with all ties settled by seniority.

## ARTICLE 15 – SHIFT TRADES & FILL-INS

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1. Battalion Chiefs shall have the authority and the responsibility to review and approve or deny all Shift Trade and Fill-In requests and while doing so shall give due consideration to minimum staffing requirements, competency, and extent of impact to their shift's capability when processing the requests.
2. The Employer shall neither accept nor authorize any additional cost(s) related to compensation as the result of any Shift Trade or Fill-In.

### 3. Definitions:

- 3.1. Battalion Chief: A Battalion Chief or someone in the Acting Battalion Chief Role.
- 3.2. Shift Trades: Shift trades are defined as an Employee swapping entire 24-hour shift assignments with another Employee.
- 3.3. Fill-Ins: Fill-Ins are defined as an Employee voluntarily working for another Employee for a period not to exceed twelve (12) hours without compensation or a requirement to payback the fill-in.
- 3.4. Job Classifications: For the purpose of Shift Trades and Fill-Ins, bargaining unit Employees will be placed into one (1) of the following four (4) classifications:
  - A. All Firefighter/EMTs & Firefighter/Paramedics who are not commissioned officers will be placed in the "Firefighter" Class.
  - B. All Paramedics, except for Chief Officer Paramedics, will be placed in the "Paramedic" Class.
  - C. All Lieutenants and Battalion Chiefs will be placed in the "Company Officer" Class.
  - D. All Battalion Chiefs and Division Chiefs will be placed in the "Chief Officer" Class.

### 4. Shift Trade Requirements:

- 4.1. Shift Trades shall be submitted and approved through the District's Scheduling Management System prior to the trade occurring. The Battalion Chiefs shall approve or deny the trade in a reasonable amount of time.
- 4.2. Where a Shift Trade has been authorized and the Employee cannot report for duty, it shall be the responsibility of the Employee to arrange for his/her replacement through another Shift Trade or Fill-Ins, except in the case of authorized leave.
- 4.3. Members that have been approved for a Shift Trade may request leave unless the absence would cause staffing to fall below the Minimum Daily Staffing Level.
- 4.4. If the relief Employee fails to report for the traded shift, the Employee shall be charged one (1) hour of vacation or compensatory leave time for each hour of reduced coverage. Moreover, should the Employer find it necessary to callback an off-duty Employee at an overtime rate for shift coverage, the relief Employee shall be charged one and one-half (1½) hours of vacation or compensatory leave for each hour of overtime coverage required.
- 4.5. Shift Trades shall be allowed so long as, at the time the trade is approved, the Minimum Daily Staffing Level is maintained on both sides of the trade.
  - A. For Shift Trades occurring between Job Classifications, Employees should try first to trade in class before accepting one across classes.
  - B. Probationary Firefighters are eligible for Shift Trades after completing six (6) months of probation.

- C. No Shift Trade shall be approved which causes an Employee to work more than seventy-two (72) hours straight.

**5. Fill-In Requirements:**

- 5.1. Fill-Ins shall be submitted and approved through the District's Scheduling Management System prior to the Fill-In occurring. The Battalion Chiefs shall approve or deny the Fill-In in a reasonable amount of time.
- 5.2. Two (2) Fill-In periods are permitted in one (1) twenty-four (24) hour shift, per Employee, if the total Fill-In hours do not exceed twelve (12) hours.
- 5.3. Fill-Ins shall be allowed so long as, at the time the Fill-In is approved, the Minimum Daily Staffing Level is maintained.
  - A. For Fill-Ins, occurring between Job Classifications, Employees should try first to trade in class before accepting one across classes.
  - B. Probationary Firefighters are eligible for Fill-Ins after six (6) months of probation.

## ARTICLE 16 – OUT OF DISTRICT TRAINING

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1. Approval of an Employee's request to attend an elective school, seminar, or conference is at the sole discretion of the Employer. Where the Employer approves an Employee's request to attend an elective school, seminar, or conference that is job specific, the Employer shall reimburse legitimate expenses, which may include mileage, meals, accommodations, tuition, books, and overtime.
2. Where the Employer approves an Employee's request to attend an elective school, seminar, or conference that is not job specific, the Employer may reimburse legitimate expenses, which may include mileage, meals, accommodations, tuition, and books.
3. Employees shall not suffer loss of wages for missed shifts while attending schools, seminars, or conferences, when attendance has been previously approved by the Employer.
4. Where the Employer has approved elective attendance for more than one (1) Employee at a school, seminar, or conference, expense reimbursement levels shall be equitable for each Employee.
5. Time at non-job specific schools, seminars, or conferences that are scheduled outside the Employee's required work schedule shall not be considered time worked for the purposes of overtime.
6. If an Employee fails to notify the District in advance, and does not attend a class, seminar, or conference that has been paid for in advance of the event, he/she may be subject to discipline as provided in current District Policies.

## ARTICLE 17 – WILDLAND DEPLOYMENTS

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### 1. General Guidelines

1.1. Employees covered under this Agreement may be deployed to either Department of Natural Resources (DNR) project fires or State Mobilization project fires under the following guidelines:

- A. Employees remain full-time employees of Pierce County Fire District 16
- B. Employee(s) receive all wages and benefits provided under this Agreement.
- C. Employee(s) shall not be considered as a sub-contract employee of DNR or the State of Washington nor shall they be considered “moonlighting” (whether actual or implied).

1.2. During DNR or State Mobilization the Employee shall:

- A. Be paid their hourly wage from the time the Employee is summoned to mobilization work until the Employee returns to the Fire District and is released by a District Officer.
- B. Receive his/her regular hourly wage for each hour of a regularly scheduled shift day while deployed.
- C. Receive time and one-half of his/her hourly wages for all actual hours worked outside their regularly scheduled shifts.
- D. Appropriate hourly wage rate (regular or OT) from the time the Employee departs the worksite and arrives at the station. Cleaning and re-servicing work is included.
- E. If deployed for more than ninety-six (96) hours, the Employee may elect to have not less than twenty-four (24) hours off-duty before returning to work. This time shall be charged to the Employee’s leave bank of choice in any quarter hour increment regardless of leave policy.

### 2. Compensable Time

2.1. Includes travel to and from the incident, related waiting time, and/or other travel necessary for the performance of work (e.g., fire camp to fire line), and actual hours worked including standby/staging.

### 3. Non-compensable Time

3.1. Includes sleeping time, “off regular scheduled shift” time, and unassigned time.

## ARTICLE 18 – ANNUAL LEAVE

1. Employees shall accrue Annual Leave as follows.

TIME	SHIFT EMPLOYEES	DAY EMPLOYEES
Year 1	120 hours	98 hours
2 through 5 years	144 hours	118 hours
6 through 10 years	192 hours	157 hours
11 through 15 years	216 hours	176 hours
16 through 20 years	240 hours	196 hours
21 or more years	288 hours	235 hours

2. A “year of employment” shall mean a year of continuous service to the District. Years of employment shall be adjusted by breaks in service for leaves without pay or due to lay-off.
3. Consistent with Section 1 of this Article, Employees shall accrue on a monthly basis, Annual Leave hours in equal increments, for each full month of service commencing at the date of hire. Employees shall not be eligible to use their Annual Leave until first completing one (1) full year of employment with the District. The maximum total accrual of Annual Leave hours shall not exceed the sum of the present calendar year plus the previous two (2) year’s Annual Leave benefit. Annual Leave hour benefits will not be credited to Employees where such credit would exceed this maximum accrual limit ending December 31st.
4. Employees shall submit their Annual Leave request after K Day selections are complete but no later than December 01 of the current year, scheduling Annual Leave for the Period between January 01, and December 31, of the following year. Annual Leave Requests shall be approved by December 30th. Conflicting requests shall be resolved by seniority.
5. At any other time, Battalion Chiefs shall have the authority and the responsibility to review and approve or deny all additional Annual Leave requests and while doing so shall give due consideration to minimum staffing requirements, competency, and extent of impact to their shift’s capability when processing the requests.
6. Previously scheduled and approved Annual Leave may not be canceled or changed without mutual agreement by the Employer and Employee. If an agreement is reached, the Employee may reschedule the leave in accordance with Section 5 of this Article.
7. Annual Leave requests must be in increments of at least twelve (12) hours and shall not exceed thirty (30) calendar days off at any one time.
8. Employees (or legal beneficiary) shall be compensated, in cash, or as a deposit into the Employee’s Deferred Comp account as elected by the employee, at the rate of pay in effect at the time of separation, for any unused accumulation of Annual Leave, when they are permanently separated from the fire service (death, retirement, layoff, or discharge). The maximum number of hours of unused Annual Leave to be paid to the Employee upon separation shall be 240 hours.
- 8.1. In the event of a Line of Duty Death the Employee’s final compensation shall include 100% straight hourly wage for each accrued hour of Annual Leave at time of separation, to be paid to the Employee’s legal beneficiary in cash, or as a deposit into the Employee’s Deferred Comp account.

**1. Sick Leave Accruals**

- 1.1. For LEOFF Employees hired after October 1, 1977 (Plan II) assigned the 49-hour workweek shall, at their date of hire, be credited with seventy-two (72) hours of Sick Leave. Following the completion of six (6) months continuous service, Sick Leave shall be accrued at the rate of eighteen (18) hours per month.
- 1.2. For LEOFF Employees hired after October 1, 1977 (Plan II) assigned the 40-hour workweek shall, at their date of hire, be credited with forty-eight (48) hours of Sick Leave. Following the completion of six (6) months continuous service, Sick Leave shall be accrued at the rate of fifteen (15) hours per month.
- 1.3. Starting January 01, 2021, the maximum accruable amount of Sick Leave for Employees shall be equivalent to the regular hours worked in a six (6) month period. The maximum for 24-Hour Shift Employees shall not exceed a total of 1,260 hours, and for 40-Hour Day Shift Employees shall not exceed 1,040 hours.
  - A. Upon accrual of 1,260 hours for 24-Hour Shift Employees and 1,040 hours for 40-Hour Day Shift Employees, the Employee will continue to accrue excess Sick Leave to a maximum of one hundred forty-four (144) hours for 24-Hour Shift Employees and ninety-six (96) hours for 40-Hour Day Shift Employees. When the excess maximum is reached, the Employer will buy-back the excess hours at twenty-five percent (25%) of the Employee's regular hourly rate and deposit it into the Employee's VEBA Plan.

**2. Sick Leave Use**

- 2.1. Sick Leave may be used for any illness of the Employee, to attend to a child (including step children or legally adopted) with a health condition requiring treatment or supervision, or a spouse, parent, grandparent, or parent-in-law with a serious health condition, or during a health emergency, and for any other purpose provided by law.
- 2.2. Employees eligible for workers compensation shall be entitled to Sick Leave benefits provided herein only as needed to make the Employee whole.
- 2.3. Employees entitled to use Sick Leave who have exhausted their Sick Leave may use accrued Vacation Leave or compensatory time.

**3. Central Sick Leave Pool**

- 3.1. Any District Employee may donate up to fifty percent (50%) of their accrued Sick Leave to a Central Sick Leave Pool providing that their own Sick Leave Bank does not fall below 120 hours.
- 3.2. Any District Employee may utilize hours in the Central Sick Leave Pool by written request to the Union and Employer. This leave shall only be authorized by mutual agreement between the Employer and Union.
- 3.3. The Employee requesting use of the Central Sick Leave Pool must meet the following criteria;
  - A. No demonstrated Sick Leave abuse during the previous twelve (12) months.
  - B. Suffering from a serious illness or injury as certified by the Employee's treating physician
  - C. The Employee's illness or injury has exhausted his or her own accrued Sick Leave.

#### **4. Sick Leave Requiring Medical Certification**

- 4.1. Sick Leave absences that extend beyond three (3) consecutive shifts may require certification of the Employee's condition by a physician upon the Employee's return to duty at the request of the Fire Chief or his/her designee.
- 4.2. Abuse and misuse of Sick Leave are grounds for disciplinary action in accordance with current District Guidelines and Policies. Notwithstanding anything herein to the contrary, the Employer has the right at any time to require the Employee to provide certification from an attending physician or healthcare provider attesting to the illness or injury.

#### **5. Light Duty**

- 5.1. Employees on temporary or extended Sick Leave may return to work on a light duty status. Light duty status shall not prevent an Employee from utilizing previously scheduled Vacation Leave.
- 5.2. Employees must request light duty status in writing. Light duty status will be approved or denied in writing at the sole discretion of the Fire Chief.
- 5.3. Prior to approving any Employee for light duty work, the Employee shall provide to the Employer the District's current Return to Work Form identifying any job-related restrictions.
- 5.4. Employees injured off duty may also request light duty status and, where approved by the Employer, be assigned appropriate and productive alternative work if such work is available.
- 5.5. Employees that are normally assigned to the 24-Hour Shift Schedule, and are placed on light duty Day Shift status, shall receive pay and benefits at their Day Shift conversion rate.

#### **6. Sick Leave Buy Out**

- 6.1. Employees will accrue Sick Leave throughout the period of their employment by the Employer. Employees who are separated from service due to retirement, injury, or illness shall be paid for unused Sick Leave up to a maximum of 1,260 hours. All Sick Leave buy out will be computed on the eligible Employees twenty-five percent (25%) straight time base rate of pay. All Sick Leave buyouts will be deposited into the Employee's MERP or VEBA account of their choosing.
- 6.2. In the event of a Line of Duty Death, the Employee's final compensation shall include one hundred percent (100%) straight hourly wage for each accrued hour of Sick Leave at time of separation to be paid to the Employee's legal beneficiary in cash, or as a deposit into the Employee's Deferred Comp account.

#### **7. Sick Leave Conversion**

- 7.1. Employees who use no Sick Leave per calendar year will be allowed, upon written request by January 31st of the following year, to convert ninety-six (96) hours of Sick Leave to ninety-six (96) hours of Annual Leave.

#### **8. Industrial Insurance Injuries**

- 8.1. If an Employee receives temporary total disability pursuant to [RCW 51.32.090](#) from the State of Washington Industrial Insurance Fund, the Employee shall receive a Disability Leave supplement as prescribed by the [RCW 41.04.505](#).

#### **9. WSCFF Life & Disability Program**

- 9.1. The Employer shall offer the member at their time of hire, voluntary enrollment in the Washington State Council of Firefighters Life and Disability Programs. The cost of these programs shall be covered

by the employee through an automatic payroll deduction and transmitted on behalf of the employee to the current company that provides the benefit.

- 9.2. The Union shall communicate with the District any change in plan or providers.
- 9.3. Employees suffering from an injury or illness and who subsequently utilize their Disability Insurance through the Standard Insurance Disability Program must deposit their disability checks issued by the Standard Insurance Disability Program and write a personal check for the same amount to the District, to be credited to their leave banks.
- 9.4. Should a Member choose to use Annual Leave in lieu of Sick Leave the Member may choose to keep the disability insurance cash for the Annual Leave hours used. Members are not allowed to keep both their Sick Leave pay and their disability benefit from the Standard Insurance Disability Program.
- 9.5. At no time will the Employee receive more than one hundred percent (100%) of their gross monthly wage between their Disability Insurance payments and utilizing the Employee's accrued but unused Sick Leave.
- 9.6. The Employee may use the Standard Insurance Disability program to offset a Disability Leave supplement as provided by Washington State Industrial Insurance Fund.
- 9.7. The Employee may use the Standard Insurance Disability program in conjunction with Paid Family Medical Leave offered by Washington State to the extent allowed by law and the Standard Insurance Disability program.

## ARTICLE 20 – HOLIDAY LEAVE

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### 1. Paid Holiday Leave

1.1. For the 40-Hour Day Shift Employees covered by this Agreement, the following holidays are recognized by the District:

1. New Year's Day	January 01.
2. Martin Luther King Day	3rd Monday in January
3. President's Day	3rd Monday in February.
4. Memorial Day	4th Monday in May.
5. Independence Day	July 04.
6. Labor Day	1st Monday in September.
7. Veterans Day	November 11.
8. Thanksgiving Day	4th Thursday in November.
9. Day after Thanksgiving	4th Friday in November
10. Christmas Day	December 25.
11. Floating Holiday	Employee's choice.
12. Floating Holiday	Employee's choice.

1.2. The floating holidays must be used in the same year of accrual or that time shall be forfeited.

1.3. Employees assigned to 40-Hour Day Shift shall receive one (1) scheduled day off for each recognized holiday listed. Unless mutually agreed by the Employee and Employer, Day Shift employees shall not be expected to be present on the holidays listed above. In the event the holiday falls on a regular scheduled day off, Day Shift employees shall receive the day off before, or immediately following the holiday.

1.4. 24-Hour Shift Employees shall receive one hundred twenty (120) hours as Holiday Leave in lieu of holidays worked. Except that, Probationary Employees shall receive straight-time rate of pay for Holiday Leave hours earned each month.

1.5. 24-Hour Shift Employees shall be credited with Holiday Leave on January 1. Employees hired after January 1st shall receive a pro-rated credit.

1.6. Holiday Leave must be scheduled in accordance with the provisions of Article 18 – Annual Leave, except that; Employees in their first year of employment may not schedule such time off.

1.7. Employees may request unused Holiday Leave be converted to Annual Leave by submitting a written request prior to November 1st of each year.

1.8. Employees shall be paid for unused/unscheduled Holiday Leave hours, not exceeding one hundred-eight (108) total hours, at their straight time hourly rate in effect at the time the Employee earned the Holiday Leave.

A. These payments will be processed and paid no later than December 10st each calendar year.

B. These payments will be processed as an individual check and not bundled with a regular payroll check.

C. In lieu of cash payments, each Member may choose to have the total gross distribution added to their Deferred Comp account. This election must be made by November 1st each calendar year.

1.9. If an Employee is on Annual or Holiday Leave and becomes ill or injured to the extent that Sick Leave is required, the Employee shall immediately notify the Employer of a change in leave status. Moreover,

the Employee must acquire a Physician's certification of the illness or injury to validate the number of sick days required to return to duty.

- 1.10. If an Employee receives Holiday Leave pay and subsequently terminates his/her employment with the Employer, the Employee shall reimburse the Employer for any Holiday Leave pay received, but not yet worked.

## **2. Unpaid Holiday Leave**

- 2.1. Employees may take the two (2) unpaid holidays on specific days for a reason of faith or conscience, or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. The Employer must allow the Employee to do so unless the Employee's absence would impose an undue hardship on the Employer or the Employee is necessary to maintain public safety. Undue hardship shall have the meaning established in rule by the Washington State Office of Financial Management under RCW 43.41.109. The Employee may select the days on which the Employee desires to take the two (2) unpaid holidays after consultation with the Employer pursuant to Article 18 – Annual Leave.

## ARTICLE 21 – UNION LEAVE

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1. The District will place ninety-six (96) hours annually in a Union Leave Bank for use by the Union President or their designee to perform Union Business in support of Labor Management relations. Union Business shall include but not be limited to, participating in seminars, conventions, conferences, and other Union Business.
2. Additionally, Members of the Union shall be allowed to donate from any of the listed Leave Banks below to the Union Leave Bank by submitting such a request in writing to the District.
  - a. Annual Leave
  - b. Comp Time
  - c. Holiday Leave
3. Request for Union Leave shall not be unreasonably denied and be subject to the following conditions:
  - a. The written request for Union Leave shall be submitted to the Fire Chief or their designee.
  - b. Minimum staffing must be maintained when approved.
  - c. Previously scheduled and approved Union Leave may not be canceled or changed without mutual agreement by the District and the Union.

## ARTICLE 22 – FAMILY MEDICAL LEAVE

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The Employer shall provide Family and Medical Leave to each member pursuant to [Title 50A RCW](#), Family and Medical Leave Program, and the Members shall pay a rate capped at 0.04% of their gross pay.

## ARTICLE 23 – EMERGENCY LEAVE

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Should an emergency occur to the Employee's spouse, domestic partners (as defined in RCW 26.60), children, parents, or siblings, which require the Employee's immediate attention, the Employee shall be granted up to one (1) shift/day of Emergency Leave with pay, provided such Emergency Leave is approved by the Fire Chief or their designee.

## ARTICLE 24 – BEREAVEMENT LEAVE

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1. In the event of a death in the immediate family of an Employee, the Employee shall be granted up to seven (7) calendar days Bereavement Leave off with pay.
2. Should the emergency or death situation require the Employee for a period beyond the affected shift(s), the Employee may be granted up to three (3) additional shifts/days of Bereavement Leave without loss of pay with the approval of the Fire Chief or his/her designee. The Employee shall be required to compensate the Employer for this additional Bereavement Leave by either turning back Vacation Leave or Compensatory Time, or by working the number of additional Bereavement Leave hours used on an hour for hour basis without pay, at a time mutually agreed upon by the Employee and Employer.
3. The immediate family shall be defined as the Employee's spouse, domestic partners (as defined in [RCW 26.60](#)), children of the Employee (including stepchild, foster child, or legally adopted child), mother, father, brother, sister, grandmother, grandfather, grandchildren, aunt, uncle, niece, or nephew of the Employee, and those of the Employee's spouse or domestic partners (as defined in [RCW 26.60](#)).

## ARTICLE 25 – MILITARY LEAVE

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1. Any Employee who is a member of the Washington National Guard or reserve status in the armed forces of the United States will be granted leave of absence with pay as provided by law. Such Military Leave shall be granted in order that the person may take part in active duty or training in such a manner and at such time as the Employee may be ordered to active duty or training and shall not involve loss of privileges or pay.
2. Probationary period does not include time spent away for the purpose of active duty training or Military Leave of absence.
3. Request for such Military Leave shall be filed as soon as possible upon receipt of orders and/or at least twenty (20) days prior to the scheduled leave and shall be accompanied (when available) by a copy of the Employees' active duty or training order.

## ARTICLE 26 – COURT LEAVE

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An Employee shall continue to receive normal wages for any period of required services as a juror or as a witness in any judicial proceeding in which the Employee is subpoenaed to appear as a result of, or related to, the performance of official duty with the Employer. All money received for witness fees, or jury duty (excluding mileage) while on duty for the Employer, shall be surrendered to the Employer. Employees scheduled to work will report for work when less than a scheduled work shift is required by such Court Leave duties.

**1. Medical & Dental Insurance**

1.1. The Employer will pay one hundred percent (100%) of the full monthly premium for the Employee, spouse, and eligible dependents for the LEOFF Medical Trust Plan-F and the Washington State Dental “Delta Dental PPO” plan with orthodontia.

**2. VEBA/HRA**

2.1. The District shall establish and maintain a Voluntary Employee Benefit Association (VEBA) / Health Reimbursement Account (HRA) plan administered by Benefit Plan Administrative Services (BPAS) for each Member.

2.2. The District’s responsibility will be to create, maintain, and fund the accounts on an annual basis as described below.

- A. The District shall contribute \$1,000 annually into the Member’s VEBA/HRA paid in January by the 15th of the month.
- B. New Employees will receive a pro-rated deposit into their account based on the number of days employed for their first year.
- C. The District shall pay the monthly fees of administering the VEBA/HRA.
- D. The Members will be responsible for the asset-based fees.
- E. Individual accounts shall rollover accumulated amounts each year by January 15th and shall include survivorship benefits.
- F. Upon retirement, the members VEBA/HRA account will be rolled over into a retirement VEBA/HRA account with all funds rolled over from the original account.
- G. Upon separation for other than retirement the Member will assume full responsibility of their VEBA/HRA including all associated costs.

2.3. The Members are responsible for working with BPAS for all account administration, reimbursement, and payment services in accordance with IRS guidelines.

**3. Medical & Dental Benefits Committee**

3.1. The District and Union shall develop and maintain a “Benefits Committee” consisting of:

- A. Union selected representative(s);
- B. The Fire Chief;
- C. One (1) Administrative member; and
- D. One (1) Fire Commissioner.

3.2. The Benefits Committee shall meet as frequently as necessary, as determined by the Fire Chief and Union President or their designee, to accomplish the goals and objectives of the committee.

3.3. The Benefits Committee will research alternative medical and dental providers and plans that meet the interests of the parties.

## ARTICLE 28 – MERP

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1. The Employer shall make monthly deductions on a pre-tax basis from the base salary of each Employee for the WSCFF Employee Benefit Trust Medical Expense Reimbursement Plan (MERP) at the rate of \$150.00 per month.
2. This Trust remains separate and apart from any District retiree health insurance funding program.
3. The Employer shall be obligated for payment of the contribution amount to the WSCFF Employee Benefit Trust MERP by the 10th of every month for that month's contribution.
4. The Employer will cooperate with the Trust in allowing a payroll audit to ascertain if the proper amount of contributions has been made.
5. Due to the payroll process, the deductions will begin one month prior to the effective starting date of the MERP.

## ARTICLE 29 – DEFFERED COMPENSATION

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1. Employees have the option to voluntarily participate in the Arista 457(b) Deferred Compensation Plan. Maximum contribution rates shall be determined by any applicable laws governing such plans.
  - 1.1. Beginning January 1, 2020, the Employer will match 100% of the Employee contribution to the Arista 457(b) Deferred Compensation Plan to a maximum of 4.5% of the First-Class Firefighter wage rate per Employee per month.
  - 1.2. Beginning January 1, 2021, the Employer will match 100% of the Employee contribution to the Arista 457(b) Deferred Compensation Plan to a maximum of 4.75% of the First-Class Firefighter wage rate per Employee per month.
  - 1.3. Beginning January 1, 2022, the Employer will match 100% of the Employee contribution to the Arista 457(b) Deferred Compensation Plan to a maximum of 5.0% of the First-Class Firefighter wage rate per Employee per month.

## ARTICLE 30 – DISCIPLINE & DISCHARGE

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1. No Employee shall be disciplined or discharged without just cause, with the exception of new hire Employees in their probationary period.
2. The Employer and the Union agree that the primary emphasis on discipline is to correct and rehabilitate, not punish or penalize, provided the efficiency and effectiveness of the Employer is not jeopardized in any manner.
3. The Employer and the Union agree that a progressive approach to resolving an Employee's inappropriate behavior will be utilized as set forth in the disciplinary procedure mutually agreed by the parties and published by the Employer.
4. Employees disputing any disciplinary or discharge action shall seek resolution using the procedures outlined in Article 31 – Grievance Procedure of this Agreement.

## ARTICLE 31 – GRIEVANCE PROCEDURE

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### 1. Definition of a Grievance

- 1.1. A Grievance is any dispute between the Employer and an Employee or the Union which may arise because of interpretation, application, or alleged violation of any specific terms or provisions of this Agreement. Whenever possible, grievances should be settled on an informal basis with the Employee's immediate supervisor. "Working days" are defined as Monday through Friday, excluding Holidays.

### 2. Grievance Procedure

- 2.1. When an Employee believes he/she may have a Grievance, the Employee should attempt to resolve the Grievance informally with their immediate supervisor. For the purpose of this section, "informally" means any meeting or discussion (whether direct, telephone, or electronic means of communication), where both parties discuss in good faith, a resolution to the Grievance. Both parties must have the understanding that this discussion is the informal phase.
- 2.2. Matters unresolved at the informal level, shall be referred to the Union Grievance Committee to review the Merit of the Grievance.
- 2.3. If the Union Grievance Committee finds the Grievance to have Merit, then it can be initiated by the Employee, a group of Employees, or the Union, and they shall have fifteen (15) working days from the act giving rise to the complaint to submit the Grievance in writing to the Fire Chief or the Assistant Chief in the Fire Chief's absence.
- 2.4. The written Grievance shall include the following information:
  - A. The Article(s) of the Agreement allegedly violated;
  - B. The facts of the matter; and
  - C. The remedy sought.
- 2.5. Within fifteen (15) working days from receipt of the written Grievance, the Fire Chief shall review the matter and issue a written decision to the Grievant and any involved Employee(s).
- 2.6. If the Grievance is not resolved by the Fire Chief's decision, the Grievant may, within fifteen (15) working days of receipt of the Fire Chief's decision, submit the Grievance to the Board of Fire Commissioners for consideration. The Board of Fire Commissioners shall review the matter upon receipt of the Grievance and shall issue a written decision within twenty (20) working days.

### 3. Mediation and Arbitration

- 3.1. If the Grievance is not resolved by the Board of Fire Commissioners decision, the parties may, if they mutually agree, submit the Grievance to mediation by the Public Employment Relations Commission (PERC). Such decision to submit to the PERC must be made within ten (10) working days of receipt of the Board of Fire Commissioners' written decision.
- 3.2. If the Grievance is not resolved in mediation, the Union may notify the Employer in writing of its decision to submit the Grievance to arbitration. Such notice must be given within twenty (20) working days of receipt of the mediator's decision. The parties shall jointly request a list of seven arbiters from the American Arbitration Association, or from any other mutually acceptable source from which a neutral arbiter shall be selected using the traditional striking method. Nothing herein shall prevent the parties from mutually agreeing to another method of arbiter selection.
- 3.3. The arbiter thus chosen shall hear both sides of the issue in closed hearing and shall issue a decision which shall be final and binding on both parties. The arbiter shall be limited to determining whether

there has been violation, misinterpretation, or improper application of the terms and conditions of this Agreement and the appropriate remedy.

- 3.4. The arbiter shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement.
- 3.5. In the event the arbiter finds they have no authority or power to rule in the case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
- 3.6. Expenses and compensation for the arbiter's service and the proceedings shall be shared equally between the parties; provided however, each party shall be completely responsible for all costs of preparing and presenting it's own case. If either party desires a record of the proceedings, it shall solely bear the cost of such record.

#### **4. Additional Rules of Grievance Procedures**

- 4.1. It is the intent of the parties that all time limits shall be complied with; provided however, time limits may be extended by mutual written consent of the parties.
- 4.2. If no response is received from the Employer by the end of the time limit for its consideration of the Grievance, the Grievant may advance the Grievance to the next step.
- 4.3. If the Grievant does not meet the time limits prescribed for its action, the Grievance shall be considered withdrawn.

## ARTICLE 32 – UNIFORM & PROTECTIVE CLOTHING

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### **1. Uniform**

- 1.1. Upon the appointment of an Employee, the Employer will provide an entire compliment of approved uniform clothing as stipulated in the District's current Uniform Policy in force and effect upon the execution date of this Agreement.
- 1.2. The Employer shall be responsible for all care, cleaning and repair of uniform attire.
- 1.3. All issued uniform attire shall remain the property of the Fire District. The Employer's cost of any non-returned items will be deducted from the Employee's final pay and allowances.

### **2. Class "A" Uniforms**

- 2.1. The Employer shall provide one (1) Class "A" Uniform for each Employee after their first-year anniversary date and successful completion of probation.
- 2.2. All maintenance, cleaning, and insignia modifications subsequent to purchase, shall be the sole responsibility of the Employee, however the District will be responsible for any insignia modifications due to promotion or reorganization.

### **3. Protective Clothing**

- 3.1. The Employer shall provide protective clothing and equipment as required; provided however, all such issued clothing and equipment shall remain the property of the District. The Employee shall be responsible for all protective clothing and equipment issued to him/her and shall return all such issued clothing and equipment upon separating from employment.

**1. Advancement**

- 1.1. Advancement from one wage rate/class to the next higher wage rate/class shall be based upon the following for Employees hired prior to January 01, 2016; Completion of one (1) year of service and satisfactory job performance evaluations. Advancement from Probationary Firefighter to 3rd Class Firefighter shall also be based upon successful completion of the mutually agreed upon “Probationary Book”, and any probationary training or test(s) as developed by the Labor Management Committee.
- 1.2. Advancement from one wage rate/class to the next higher wage rate/class shall be based upon the following for Employees hired on or after January 01, 2016:
  - A. **Advancement from Probationary Firefighter to 3rd Class Fire Fighter** shall be based upon successful completion of one (1) year of service, satisfactory job performance evaluations and a mutually agreed upon “Probationary Book”, and any probationary training or test(s) as developed by the Labor Management Committee.
  - B. **Advancement from 3rd Class Firefighter to 2nd Class Fire Fighter** shall be based upon successful completion of two (2) years of service, satisfactory job performance evaluations and a mutually agreed upon “Task Book”, and any training and/or test(s) as developed by the Labor Management Committee. To make 2nd Class Firefighter the Employee must attend a minimum of three (3) of the following training classes, each a minimum of eight (8) hours in length:
    - I. Art of Reading Smoke or Similar
    - II. Hose Handling
    - III. Auto Extrication
    - IV. Live Fire Training
    - V. Building Construction
    - VI. Forcible Entry
    - VII. VES or Other Search Classes
    - VIII. FF Survival Training Class
    - IX. Fire Training Conferences
    - X. Pump Class
  - C. **Advancement from 2nd Class Firefighter to 1st Class Firefighter** shall be based upon successful completion of three (3) years of service, satisfactory job performance evaluations and a mutually agreed upon “Task Book”, and any training and/or test(s) as developed by the Labor Management Committee. To make 1st Class Firefighter the Employee must attend a minimum of three (3) of the following training classes, each a minimum of eight (8) hours in length:
    - I. Strategy & Tactics
    - II. Blue Card
    - III. Leadership I
    - IV. Fire Training Conference
    - V. Instructor I

VI. MC Operations

VII. Rescue System

## **2. Vacancies**

- 2.1. Permanent vacancies of Commissioned Officer classifications for a period of more than thirty (30) days shall be filled by appointment from an existing Promotional List.
- 2.2. Permanent Vacancies shall be defined as the previous Employee holding the classification having been demoted or separated from service.
- 2.3. Where no Promotional List exists, the Employer will make a temporary appointment extending beyond the thirty (30) day period until such time that an Employee or Employees become eligible for the position.
- 2.4. Temporary appointments caused by permanent vacancies where the temporary appointment extends beyond one hundred eighty (180) days shall become permanent unless mutually agreed between the Employer and the Union.

## **3. Promotional Testing**

- 3.1. The following procedure shall govern promotions to all Commissioned Officer positions of the bargaining unit:
- 3.2. The promotion examination process shall be impartially administered and shall relate to those matters, which fairly evaluate a candidate's ability and competency to execute the duties of the position being filled.
- 3.3. Announcements for promotional examinations shall be posted in each Fire Station housing full-time Employees, thirty (30) days prior to the closing date for application. Applications received after the closing date will not be considered. Qualifications and requirements as determined by the Employer shall be objective and shall reasonably reflect the needs of the position.

## **4. Eligibility**

- 4.1. Eligibility for promotions and appointment to the position of Lieutenant shall be contingent upon meeting the minimum qualifications as defined in the current Lieutenant job description for Pierce County Fire District #16 at time of application.
- 4.2. Eligibility for promotion and appointment to the position of Captain shall be contingent upon meeting the minimum qualifications as defined in the current Captain job description for Pierce County Fire District #16 at the time of application.
- 4.3. Eligibility for promotions and appointment to the position of Battalion Chief shall be contingent upon meeting the minimum qualifications as defined in the current Battalion Chief job description for Pierce County Fire District #16 at time of application.
- 4.4. Eligibility for promotions and appointment to the position of Division Chief shall be contingent upon meeting the minimum qualifications as defined in the current Division Chief job description for Pierce County Fire District #16 at time of application.
- 4.5. Job descriptions covering bargaining unit work will be mutually agreed upon by the Labor Management Committee.
- 4.6. All vacancies and promotions shall be initially open only to current District Employees.

- 4.7. In the event that less than two (2) qualified applications are received from within the District, announcement for applications outside the District may occur.
- 4.8. All qualified applications shall then be combined for the purpose of assuring a competitive selection process.
- 4.9. If less than one (1) candidate passes the examination, announcement for additional applications from inside and outside the District may occur, in which case, ALL applicants will be required to take the new test.

## **5. Selection and Ranking**

- 5.1. The Fire Chief may select one (1) candidate for promotion/appointment based on the rule-of- three, - two, or -one, at his/her choice, from the top of the list of qualified candidates as determined through the examination process.
- 5.2. Following the promotion, all remaining candidates will remain on the promotion eligibility list in ranked order and said list will remain active for a minimum of eighteen (18) months from the date of certification.
- 5.3. The promotion eligibility list may be extended an additional six (6) months by mutual agreement of the Employer and the Union.
- 5.4. Should the number of candidates on the promotional eligibility list fall below one (1), the Employer shall establish a new list when an additional vacancy or promotional opportunity becomes available.
- 5.5. All applicants completing an examination process shall be notified of their final overall score and their relative standing at the conclusion of the examination process.
- 5.6. Acceptance of promotion/appointment by a qualified candidate shall subject that individual to a one (1) year period of probation at that higher classification. If a Member of the bargaining unit is promoted and they cannot satisfy performance expectations of the position in the first year, the Employee is permitted to return to their previously held position in the District without loss of seniority, except that, if the Employee is terminated for cause during probation, the Employee shall not have reduction-in-rank or reinstatement rights under this provision. Termination for Cause, for purposes of this provision, shall mean any act, omission, or offense for which any Member of the bargaining unit could be terminated in accord with [Article 30 – Discipline & Discharge](#).
- 5.7. Where an outside candidate is promoted, their probation period shall be one (1) full year and; they are not entitled to reduction-in-rank or reinstatement rights; nor are they entitled to any discharge protection(s) under the terms of this Agreement. Employees in their first year of employment are considered at-will Employees and may be terminated at the discretion of the Employer.

## ARTICLE 34 – PERSONNEL REDUCTION

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1. In case of personnel reduction, the Employee with the least seniority shall be laid off first. No new Employee shall be hired until the laid off Employee has been given the opportunity to return to work. Laid off Employees shall remain on a recall list for four (4) years from their date of lay off.
2. The District will establish and maintain one Reduction In Force (RIF) list. Seniority shall be based on continuous service as an Employee of the District. In case of personnel reduction, the Fire Chief shall lay off in order of seniority (last hired, first laid off), RIFing the least senior Employee from the list. Provided however, and notwithstanding anything herein above to the contrary, the Employer shall be allowed to maintain a minimum of three (3) qualified Firefighter/Paramedics in order to fulfill its obligation to provide advanced life support (ALS) services to residents of the District.

### 2.1. Re-hire

- A. Hired back based on seniority.
- B. Recall List established for four (4) years from date of Employee lay off.

### 2.2. Job Description

- A. Establishes the job qualifications and certifications that an Employee (whether laid off or not) must maintain.

### 2.3. Return to Work

- A. Modifications to a job description or position (i.e. Firefighter/Paramedic hired back as Firefighter/EMT or new specific job requirements) will be given ninety (90) days.
- B. A laid off Employee will be required to demonstrate the current job description qualifications and certification prior to being hired back.

### 2.4. Notifications

- A. Employee shall maintain a current address with the District for purposes of recall notification.
- B. Two (2) registered mail attempts to the last known address will be made to the Recall Member.
- C. Recall Member has thirty (30) days to respond from the date of original recall notification.

### 2.5. Promotions

- A. Any Employee demoted as a result of reduction in forces shall be returned to their previous classification regardless of any promotional lists (last demoted, first promoted).

### 2.6. Benefits Status Upon Rehire

- A. Sick Leave: Accrued consistent with new hires.
- B. Annual Leave: Pick up accrual rate where you left off.
- C. Holiday Leave: Accrued consistent with current contract language.
- D. Longevity: Pick up where you left off.
- E. Seniority: Pick up where you left off.
- F. The District will maintain sponsorship for the laid off Employee's medical certification while they are on the Recall List.

- G. The Member will be allowed to participate in continuing education programs of the Fire District, at the Fire District, and at the Fire Districts expense while they are on the Recall List.

**1. Management Rights**

1.1. The Fire District reserves the right to hire lateral transfers when hiring candidates

**2. Definition:**

2.1. A Lateral Firefighter shall be meet the following requirements:

- A. Successful completion of recognized full-time, career structural fire academy within the last ten (10) years
- B. Have a current National Registry or Washington State EMT or Paramedic certificate.
- C. Have current IFSAC Firefighter I or Pro Board Firefighter I certification.
- D. Have current IFSAC Firefighter II or Pro Board Firefighter II certification.
- E. Have current IFSAC Hazmat Operations or Pro Board Hazmat Operations certification.
- F. Minimum of twelve (12) consecutive months full-time, career structural firefighter work experience.
- G. Must be currently employed, or have been laid off or separated in good standing, within the last twelve (12) months.

**3. Seniority & Wages**

3.1. Lateral Firefighters will be ranked on the Seniority List based upon the candidates hire date with the District.

3.2. Lateral Firefighters shall be paid at the 3rd Class Firefighter Wage rate as established in [Article 12 – Wages](#), during their probationary period.

## ARTICLE 36 – TEMPORARY EMPLOYEES

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1. Temporary Firefighter EMT-B Employees may be utilized to fill full-time 24-Hour Shift Employee vacancies.
  - 1.1. Consideration shall be given for extended Sick Leave vacancies (greater than thirty (30) calendar days) and permanent vacancies.
  - 1.2. Shall not be seasonal employees.
  - 1.3. Temporary appointments shall not exceed one hundred eighty (180) days.
2. In the event the vacancy still exists after the first one hundred eighty (180) days, the temporary vacancy may continue to be filled as determined on a case-by-case basis and mutually agreed upon by Labor Management Committee.
3. Temporary Employees with Pierce County Fire District #16 experience shall be selected by the Fire Chief, or his/her designee, from the active entry-level eligibility list.
  - 3.1. Temporary Employee Wages & Benefits:
    - A. Temporary Employees are performing exclusive bargaining unit work and shall be provided:
      - I. Compensation at the probationary wage rate.
      - II. Medical & dental benefits for Employee and dependents in accordance with this Agreement.
      - III. Prorated eighteen (18) hours of Sick Leave for each full month of service and qualify for “buy back” benefits at termination.
        - a. At termination, the Temporary Employee will receive compensation for all earned and unused Sick Leave, computed at twenty-five percent (25%) of their hourly straight time base rate of pay.
  - 3.2. Temporary Employees shall not be eligible for:
    - A. Seniority.
    - B. Annual Leave.
    - C. Holiday Leave.
    - D. Educational Incentive Premium.
    - E. Deferred Compensation or MERP.
4. The Employer has the exclusive right to terminate the Temporary Employee at any time.
5. If the Employer offers the Temporary Employee a change to Full-Time employment during any portion of his/her temporary employment, the month(s) served as a Temporary Employee shall not be counted towards his/her eighteen (18) month probation period, or any contract provision (seniority, longevity, etc.).

## ARTICLE 37 – SUCCESSORS CLAUSE

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In the event of consolidation, merger, annexation, transfer, or assignment of the District with or to any other political subdivision of the state, the parties shall comply with any then applicable legislation, including, but not limited to, any obligations of the parties to bargain collectively with regard to the impact of such consolidation, merger, annexation, transfer, or assignment upon wages, hours, or working conditions of the effected Employees of the District.

## ARTICLE 38 – SAVING CLAUSE

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If any Article of this Agreement, or any Addendum's hereto, is found to be invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement and any Addendum's hereto shall not be affected thereby. The parties shall thereafter, within a reasonable period of time, enter into collective bargaining for the purpose of arriving at a mutually satisfactory replacement of such Article or Article(s).

## ARTICLE 39 – EMBODIMENT

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This Agreement, expressed in writing herein constitutes the entire Agreement between the parties and no oral statement shall add to, or supersede, any of its provisions.

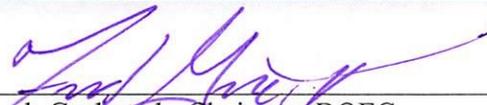
ARTICLE 40 – TERM OF AGREEMENT

This Agreement shall be effective as of January 01, 2020 and shall remain in full force and effect through December 31, 2022, provided however, this Agreement shall be subject to change or modification as may be mutually agreed upon by both parties hereto and as listed the Record of Changes section at the beginning of this Agreement.

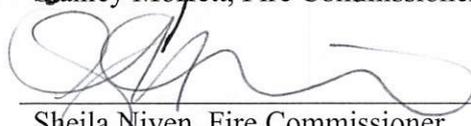
IN WITNESS WHEREOF,

THE PARTIES HAVE SET THEIR HANDS THIS 26<sup>th</sup> DAY OF NOVEMBER, 2019.

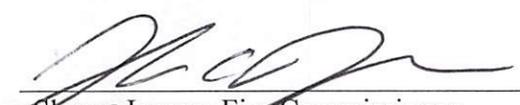
For the District:

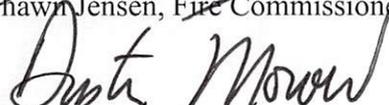
  
Frank Grubaugh, Chairman BOFC

  
Stanley Moffett, Fire Commissioner

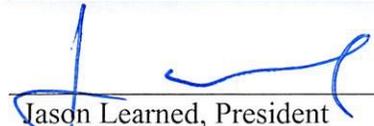
  
Sheila Niven, Fire Commissioner

  
Keith Davies, Fire Commissioner

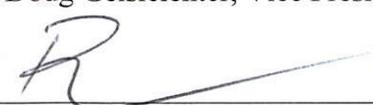
  
Shawn Jensen, Fire Commissioner

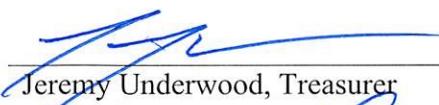
  
Dustin Morrow, Fire Chief

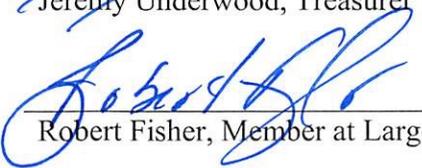
For the Union:

  
Jason Learned, President

  
Doug Gelsleichter, Vice President

  
Brandon Hagen, Secretary

  
Jeremy Underwood, Treasurer

  
Robert Fisher, Member at Large

## APPENDIX A

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### Base Wage Rates (as of January 01, 2020)

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POSITION	Monthly Base Wage pay
Probationary Firefighter (70%)	\$5,132.77
3rd Class Firefighter (80%)	\$5,866.03
2nd Class Firefighter (90%)	\$6,599.28
1st Class Firefighter (100%)	\$7,332.53
Lieutenant (110%)	\$8,065.79
Captain (120%)	\$8,799.04
Battalion Chief (130%)	\$9,532.29
Division Chief (130%)	\$9,532.29

### Premium Pay

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	Monthly Premium pay
Paramedic	\$733.25
Higher Education – Associates	\$73.33
Higher Education – Bachelors	\$146.65
Higher Education – Masters	\$219.98

### Step Up Pay Rates (as of January 01, 2020)

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Firefighter to Lieutenant	\$3.45/hr.
Firefighter to Lieutenant on OT	\$5.18/hr.
Lieutenant to Battalion Chief	\$6.89/hr.
Lieutenant to Battalion Chief on OT	\$10.33/hr.