

AGREEMENT

between

LOCAL 11

OFFICE AND PROFESSIONAL WORKERS

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION AFL-CIO

and

EAST COUNTY FIRE & RESCUE

JANUARY 1, 2023 – DECEMBER 31, 2025

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ARTICLE 1. RECOGNITION

1.1 Parties. This Agreement is between East County Fire & Rescue, hereinafter referred to as the Employer, and the Office & Professional Employees International Union, Local 11, hereinafter referred to as the Union, for purposes of setting forth the mutual understanding of the parties regarding wages, hours, and conditions of employment of those employees for whom the Employer has recognized the Union as the exclusive collective bargaining representative.

1.2 Exclusive Representative. The Employer hereby recognizes the Office & Professional Employees International Union, Local 11, as the exclusive bargaining representative for the purposes stated in Chapter 41.56 RCW of all regular full-time and regular part-time employees employed within the classifications listed in Exhibit "A" to this Agreement. For the purposes of recognition, "regular" employees include those occupying budgeted positions and working a regular schedule of one thousand forty (1,040) hours or more in any calendar year. The Union shall exclude all elected, confidential, supervisory and temporary employees.

ARTICLE 2. NON-DISCRIMINATION

2.1 The Employer and the Union agree that they will not discriminate against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, mental or physical disability, sexual orientation, political affiliation or activity, or any other categories of persons or activities protected by Federal, State or Local statutes, ordinances, rules or regulations.

2.2 The Employer agrees not to discriminate against any member of the Union for his or her activity on behalf of or because of membership in the Union.

2.3 Employees shall process discrimination issues under the Employer's Equal Employment Opportunity procedure or under the existing State or Federal law, and shall not have recourse through the grievance procedures established in Article 21 to this Agreement.

ARTICLE 3. UNION RIGHTS AND SECURITY

3.1 Maintenance of Membership. Except as provided in Section 3.2 in this Agreement, the parties agree that the terms of this Agreement apply equally to all covered employees within the bargaining unit. Any bargaining unit employee may authorize the Employer to deduct from his/her pay the amount of Union membership dues charged by the Union for the representation and services provided by the Union. This authorization must be in writing and forwarded to the payroll department.

Any bargaining unit employee who does not want to be a member of the Union, but who nonetheless wants to pay for the services provided by the Union, has the voluntary option to pay fair share fees in an amount equal to membership dues. Any member of the bargaining unit may authorize the Employer to deduct from his/her pay voluntarily fair share fee in an amount equal to Union dues charged by the Union. This authorization must be in writing and forwarded to the payroll department.

Bargaining unit employees who opt out and do not wish to become a member of the Union and pay Union dues, or who do not pay fair share fees to the Union and who require services from the Union, may be charged fees for such services in an amount determined by the Union.

3.1.1 This voluntary authorization and assignment shall be irrevocable, regardless of whether I am or remain a member of the Union, for a period of one (1) year from the date of authorization and shall automatically renew from year to year unless I revoke this authorization by sending written notice to the Union by the United States Postal Service postmarked between the 1st of January and the 31st of January annually.

3.1.2 The Union agrees to defend, indemnify, save and hold the Employer harmless from, for and against any and all claims arising as a result of the application of this Article.

3.3 The Union will notify the Employer of its initiation fees and dues. The Employer will deduct such initiation fees and Union dues and any voluntary fair share fees from the wage of the employees and forward them to the Union each pay period. Each pay period the Employer shall submit the dues/voluntary fair share fees to the address and name provided by the Union, accompanied by a list of dues-paying employees, their salaries, and the amount of their dues. The Employer and the Union have developed a mutually agreeable dues/voluntary fair share fees deduction assignment form for authorization of payments to the Union by payroll deduction.

3.4 New Hires. The Employer agrees to provide the Union with written notification of new hires and separations from the bargaining unit upon notice of status for said employees. The Employer agrees that a meeting with the Union Representative shall be included as part of new employee orientation within thirty (30) days from the date of hire to provide exclusive bargaining representatives reasonable access to new employee for the purposes of presenting information about their exclusive bargaining representation.

3.4.1 Reasonable access shall be as follows:

- a) Access to new employees occurs within thirty (30) days of the employee's start date.
- b) Access shall be for no less than thirty (30) minutes.
- c) Access occurs during the employee's regular work hours at the employee's regular worksite or at a location agreed to between the Employer and the Union.

3.5 Health and Safety. The Employer shall be responsible for ensuring that all work is done in accordance with applicable State, Federal and County health and safety codes, ordinances and/or regulations. Alleged violations of this commitment shall be subject to this Agreement's grievance procedure provided, however, that any disputes which remain unresolved after Step 3 of said procedure are not subject to binding arbitration.

3.7. The Union agrees to defend, indemnify, save and hold the East County Fire & Rescue harmless from, for and against any and all claims arising from the application of this Article.

ARTICLE 4. MANAGEMENT

4.1 Rights Reserved. The Employer and the Union recognize the prerogatives of the District to operate and manage its affairs in all respects in accordance with its mission, responsibilities and lawful and legal authority. The parties agree that existing established past practices not covered by this Agreement on mandatory subjects of bargaining shall be altered only with agreement of the parties. The Employer shall notify the Union in writing of proposed changes to the Employer Policy Manual or to any mandatory subjects of bargaining not covered by this Agreement. This Article does not restrict the right of an employee to use the grievance procedure set forth in Article 21 in this Agreement.

4.2 The District reserves all right of management, except as specifically limited in this Agreement. Among such rights are the determination of the methods, processes and means of providing all Fire District services and functions (while maintaining safe working conditions);

- including the increase or diminution, or change of operations, service level;
- including the introduction of any and all new, improved, automated methods or equipment;
- the assignment of employees' specific jobs;

- the keeping of records;
- the determination of job content and/or job duties, with the condition that job content and job duties are consistent with generally recognized Fire District functions.

The below enumerated rights of management are not all-inclusive, but indicate the type of matters or rights which belong or are inherent to management:

- A. The determination of District policy, practice, rules, regulations and standard operating procedures/guidelines, with the understanding that all unilateral changes in working conditions or conflict to the Collective Bargaining Agreement are subjects to bargaining.
- B. **Scheduling Work.** Subject to the provisions of this Agreement, the District has the right to schedule work, as required in a manner most advantageous to the District and consistent with the requirements of municipal employment and public safety.
- C. **Performance of Work.** The District has the right to direct the performance of work. The parties understand that every incidental duty conducted with operations is not always specifically enumerated in job descriptions; in accordance with Article 4 to this Agreement.
- D. **Identification of Rights.** Subject to the provisions of this Agreement, the District reserves the right:
 - To recruit, assign, transfer or promote members to positions within the District; in accordance with Article 8 to this Agreement.
 - To suspend, demote, discharge or take other disciplinary action against members for just cause; in accordance with Article 20 to this Agreement.
 - To determine the methods, means and personnel necessary for District operations.
 - To control the District budget, and if deemed appropriate by the Commissioners, to implement reduction of workforce, in accordance with Article 19 to this Agreement.

- To take whatever actions are necessary in emergencies in order to assure the proper functioning of the District.
- To manage and operate the District except as may be limited by provisions of this Agreement, and as may be limited by the requirements of State collective bargaining statutes.

4.3 Use of Temporaries. The Employer may employ temporary employees on a seasonal, cyclic, or short-term basis, or to assist during an unusually high workload. A temporary employee normally will not be employed more than one thousand forty (1,040) hours in a calendar year, unless extended with mutual agreement of the Union and the Employer. The Employer will notify the Union(s) upon hiring temporary employees, advising them of their start date, and give such notice when the temporary assignment has been completed. The Employer will not rotate temporaries through the same position. Except where mutually agreed upon, temporaries shall be paid no more than the entry step rate for the classification they have hired to work in.

4.4 Performance Evaluation. The Employer retains the right to evaluate employees including the use of the performance management system. The Employer agrees to Performance Evaluations on an annual basis. The parties further agree to the following elements of a performance appraisal system:

- a. The purpose of the performance management system is intended to improve employee motivation and performance, enhance productivity and increase communications between the employees and the Employer, and set employee/Employer goals, and serves as a tool for making administrative decisions.
- b. The Employer agrees that work performance of a newly hired employee shall be evaluated at least three (3) months into their employment, but prior to their six (6) month probationary period allowance and then upon their first year of employment completion; unless an extension of the probationary period has been approved by the Union.
- c. Performance evaluations, including employee comments and reasonable rebuttal materials, shall be included in personnel files. The Employer shall strictly guard the confidentiality of employees' performance evaluations.
- d. Performance evaluations are not to be used as the sole basis for disciplinary action.

ARTICLE 5. UNION REPRESENTATIVES AND ACTIVITIES

5.1 The Union shall inform the Employer in writing of the names of its Officers and Stewards who are authorized to represent the Union. Such information shall be kept up-to-date at all times.

5.2 Access to Workplace. Union representatives may, after informing the Supervisor, visit the work location of employees covered by this Agreement. Access shall be allowed provided it does not disrupt the regular work activities of employees or the department.

5.3 Bulletin Boards. The Employer shall provide the Union with bulletin boards, in association with the IAFF, at reasonable locations for its use in communicating to members.

5.4 Release Time. Employee officers of the Union or Shop Steward shall be allowed reasonable release time without loss of pay for the purposes of meetings with the Employer for collective bargaining, grievances or disciplinary hearings, or such other legitimate activities as are mutually agreed. Nothing in this Agreement shall be construed to require employees to receive compensation from the Employer for representation activities occurring outside of the employee's regularly scheduled work hours or for such time to be counted as time worked for overtime calculation.

5.4.1 Union Representatives shall be allowed one (1) hour of release time preceding or following meetings with the Employer for preparation/debriefing activities.

ARTICLE 6. STRIKES AND LOCKOUTS

6.1 During the life of and for the duration of this Agreement, including any status quo period following the expiration of this Agreement, the Union, including agents, officers, representatives, and bargaining unit members shall not engage in, acquiesce in, observe or encourage any strike, slowdown, primary picketing, sick-out, sit-down, or other disruption or stoppage of work at any Employer facility or at any location where Employer services are performed, nor shall there be any lockout of bargaining unit members by the Employer. If any such activity takes place, the Union will immediately notify all Union agents, officers, representatives, and bargaining unit members engaging in such activity to cease and desist, and the Union shall publicly declare by letter to the Board and the Fire Chief that such activity is in violation of this Agreement and is unauthorized. In the event the Union fails to fully and faithfully discharge its duties under this Article, the Employer shall be entitled to recover its losses incurred as a result of activity in violation of this Article. In the event of a lockout in violation of this Article, affected employees shall be entitled to be made whole for any wages, benefits and rights lost as a result of such lockout. Any employee engaging in any activity in violation of this Article may be subject to immediate disciplinary action or discharge, and the only matter related to such action which may be subject to appeal is the question of whether or not the employee engaged in such activity.

ARTICLE 7. JOB ASSIGNMENTS AND CLASSIFICATION

7.1 Work Assignments and Duties. The Employer may make or change the assignment of employees to specific jobs within the bargaining unit in accordance with their specific job classification or title.

7.2 Reclassification.

- 7.2.1 Job classifications shall be defined by the current class description for each of the job class titles covered by this Agreement. The Employer may revise and update classifications to reflect current duties and qualifications for each classification. The affected Union(s) shall be provided notice of any substantial changes and afforded the opportunity to bargain the effects of the change with respect to mandatory subjects of bargaining during the life of the Agreement.

7.3 Salaries for New/Revised Classifications. When a new classification is required or a substantial change is made to an existing job classification, the Employer and the Union will work collaboratively to develop/revise the classification description and proposed salary. If the parties agree to a change to the salary/classification, the change shall be retroactive to the Employers original approval date.

ARTICLE 8. FILLING OF VACANCIES

8.1 Vacancies and Posting. Except as otherwise provided herein, job postings to fill new or vacant budgeted full-time or part-time bargaining unit positions shall be distributed via e-mail. Employees interested in positions in specific classifications must follow the posting procedures. The filing period shall be a minimum of five (5) working days unless otherwise agreed. Such notice shall include the classification, salary, description of the duties of the position, qualifications, knowledge, skills and abilities, and selection process. Only qualified candidates who apply within the established filing period will receive consideration for such vacancies. When filling vacancies or promotional opportunities, the goal is to encourage growth and opportunity for advancement and to hire the most qualified candidate for the position.

8.2 Promotional Opportunities.

- 8.2.1 When promotional opportunities are available, preference shall be considered when internal candidates apply. Employees may apply for open recruitments and will receive consideration if they meet all required qualifications. If there are no qualified or interested internal candidates, then the position may be posted externally.

ARTICLE 9. WORK HOURS

9.1 Employee Work Schedules. Except as otherwise established by this Agreement, forty (40) hours shall constitute one (1) full week's work, Monday through Friday inclusive; and the available work schedules shall be one (1) of the following with Employer approval:

- a. Five (5) consecutive days of eight (8) consecutive hours, followed by two (2) days off.
- b. Four (4) days of ten (10) hours. Such 4-10 schedules shall provide a minimum of two (2) consecutive days off in each seven (7) day workweek.

Alternative work schedules provided shall have no inherent additional payroll costs to the Employer.

- 9.1.1 Except in cases of emergency or other unavoidable circumstances beyond the Employer's control, employees shall be notified in writing of permanent changes in the work schedule at least seven (7) days in advance of their effective date. Schedule changes made in non-emergency situations with less than seven (7) days' notice shall result in the payment of overtime for all work hours outside of the normal shift until the seven (7) day notice period has elapsed.

9.2 Workday. A workday shall begin between 6:00am and 9:00am at the employee's regularly assigned workstation unless an earlier or later starting time is established by the Fire Chief.

- 9.2.1 **Flex Time.** With advance approval from the Fire Chief, employees may "flex" their schedules within a workweek, for example working a nine (9) hour day followed by a seven (7) hour day to accommodate personal or work situations or to balance a holiday work week as described in Article 14.3.1 in this Agreement. This Section is intended to address occasional or intermittent changes to the schedule.

9.3 Alternative Schedules and Changes.

- 9.3.1 Employees or the Employer may propose alternative work schedules within the limits of a maximum regularly established hours assigned within a workweek schedule by mutual agreement of the Union and the Employer. No work schedule is permitted which would result in the payment of overtime for hours worked during the regular work shift. This Section is intended to address long term or continuing schedule changes. If an employee requests an alternative work schedule, the Employer will consider the request and respond in writing with the approval or denial (including the reasons for the denial) within thirty (30) calendar days of the request.

9.4 Meals and Breaks. All employees shall have one (1) meal period at the approximate midpoint of each work shift of five (5) hours or more and two (2) paid rest periods of fifteen (15) minutes each, one (1) in each half of a full-time shift. Employees may not forego a meal period to curtail the length of their working day.

- 9.4.1 Employees who stay at the station during their meal period shall receive a paid half (1/2) an hour. Employees who leave the station during their meal period; this time shall be considered unpaid.
- 9.4.2 Employees who choose to leave the station may take a half (1/2) an hour to one (1) hour unpaid meal period. If the employees choose take an unpaid meal period; employees agree to make up the unpaid hours at the beginning or end of their scheduled shift.

ARTICLE 10. OVERTIME

10.1 Work periods for Overtime Calculation.

10.1.1 **Work Periods for Overtime Calculation.** All bargaining unit employees must receive overtime pay for preapproved hours worked over forty (40) per workweek (any fixed and regularly recurring period of one hundred and sixty-eight [168] hours — seven [7] consecutive twenty-four [24] hour periods), regardless of their regularly assigned work schedule, and at a rate not less than one and one-half (1½) times the regular rate of pay.

10.1.2 An employee requested to come in to work prior to the regular starting time shall have the option of going home at the end of eight (8), nine (9) or ten (10) hours, being paid at the straight time rate, or working to the end of the regular shift with the additional time at overtime rates, provided the Fire Chief does not have additional work that is necessary.

10.2 Compensation for Overtime. Employees normally shall be compensated at one and one half (1½) times their regular (as defined in Article 11.2.2 in this Agreement) rate of pay for hours worked in excess of forty (40) in a week or in excess of their eight (8), nine (9), ten (10) hour or alternatively scheduled daily shift. Except as provided below, the calculation of time worked for overtime purposes shall include paid leave, holidays, floating holidays, vacation and sick leave. Overtime will be paid to the nearest quarter (¼) hour.

10.2.1 In the case of employees who are on paid leave for a part of the workday and work outside of their regularly scheduled shift, the employee shall have the option of being paid for the additional hours at the straight time rate or reducing the amount of leave used. Employees must have prior approval from their supervisor to flex their time or be compensated overtime.

10.2.2 Holiday time shall be counted as time worked only for the purposes of paying overtime for work outside of the regular schedule. Holiday hours paid for a holiday falling on the employee's day off shall be paid at the straight time rate.

10.3 All overtime must be authorized by the Fire Chief or his/her authorized representative prior to being worked.

10.4 Callback Pay.

10.4.1 An employee who is called back to work for an emergent and unavoidable circumstance, after completion of his/her regular shift, shall receive callback pay as provided herein.

- a. Scheduled callbacks, regular workday: Time and one half (1½) on hours worked, no minimum hours.

- b. Scheduled callbacks, regular day off: Minimum of two (2) hours at time and one half (1½).

10.5 Assignment of Overtime. Overtime assignments shall be based on policies and procedures established by the Fire Chief. The Employer will attempt to meet its overtime requirements on a voluntary basis. In the event there are insufficient volunteers to meet the requirements, the Employer may require the necessary employees to work. Overtime work that can be performed by either regular or temporary employees shall be offered first to regular employees.

10.6 Holiday Work. Regular full-time and regular part-time employees who are required to work on a holiday shall be compensated one and one half (1½) times their hourly wage rate for all hours worked. Individual employees who work on both the legal holiday and the day of its observance will receive the holiday work premium on either day but not both. As with overtime, the choice of compensatory time off requires approval of the employee and the department.

ARTICLE 11. COMPENSATION

11.1 Salary Schedule. Except as otherwise provided by this Agreement or its appendices, the salary schedules for employees covered by this Agreement shall consist of a salary range of a series of steps as shown in Exhibit “A” in this Agreement. Salary schedule increases shall be applied to each step of the range and the resulting ranges are attached as Exhibit “A” in this Agreement. All employees shall be paid at one (1) of the steps in the range.

11.2 Hourly Basis and Calculation.

- 11.2.1 Employees covered by this Agreement shall be paid on an hourly basis. The hourly salary for an employee’s classification shall be as specified within Exhibit “A” to this Agreement. The employee’s annual and monthly salary shall be calculated by multiplying the hourly rate by the hours scheduled to work (2080 per year and 173.33 per month for a full-time employee). No use of the term “salary” in this Agreement shall be construed to require or allow employees to be treated as exempt or salaried employees under the FLSA.

11.3 Salary Increases.

11.3.1 Across the Board Wage Adjustments.

- 11.3.1.1 Effective January 1, 2023, all bargaining unit employees shall receive a wage increase of six percent (6%) to their current hourly rate and as set forth in Exhibit “A” to this Agreement.

11.3.1.2 Effective January 1, 2024, all bargaining unit employees shall receive a wage increase equivalent to the Bureau of Labor Statistics Consumer Price Index for Pacific Cities and U.S. City Average CPI-U from July – July (announced each year in August) for the 2023 calendar year and in using this formula the resulting COLA will be no less than two percent (2%) and no more than five percent (5%), and shall be set forth in Exhibit “A” to this Agreement.

11.3.1.3 Effective January 1, 2025, all bargaining unit employees shall receive a wage increase equivalent to the Bureau of Labor Statistics Consumer Price Index for Pacific Cities and U.S. City Average CPI-U from July – July (announced each year in August) for the 2024 calendar year and in using this formula the resulting COLA will be no less than two percent (2%) and no more than five percent (5%), and shall be set forth in Exhibit “A” to this Agreement.

11.4 Step Increases. Employees shall normally be hired at the first step and shall be eligible for step increases after one (1) year of service at each step in the range. Unpaid leave of fifteen (15) days or more shall result in an adjustment to the eligibility date for the next step increase. Employees whose eligibility date falls between the first (1st) and the fifteenth (15th) of the month shall be eligible on the first (1st) day of the month. Employees whose eligibility date falls after the fifteenth (15th) of the month shall be eligible on the first (1st) day of the following month.

11.5 Promotional Increases. An employee who is promoted shall be placed on the lowest step in the new range which results in an increase equivalent to approximately three percent (3%).

11.6 Other Pay Actions.

11.6.1 The District requires that administrative support staff/personnel shall maintain a business casual like appearance and in the following examples:

Business casual attire shall include jeans that are free from holes, fraying or design, and shall look clean in appearance.

11.6.2 **Recall and Reinstatement.** When an employee is recalled or reinstated from a layoff list (within twelve [12] months), they shall be placed in the same step that they occupied at the time of separation. The eligibility date for the next increase shall reflect time served toward the next step increase prior to separation, e.g., an employee who terminated or was laid off and had three (3) months to go before the next increase shall have an eligibility date that is three (3) months after recall or reinstatement.

11.7 Salary Anniversary Dates. Each employee's anniversary date for step increase purposes shall be established based on the date on which the current step was attained, and the next date shall be based on the required number of months at that step. Anniversary dates shall be adjusted by the full amount of any unpaid leave of absence of fifteen (15) calendar days or longer except as otherwise required by law or this Agreement.

11.7.1 For employees below the top step in the range, time served toward a step increase shall be credited by retaining the current salary anniversary date except in the case of re-employment.

11.7.2 In each of the foregoing situations the employee shall receive a new salary anniversary date as of the date of the action and be eligible for a step increase after twelve (12) months, provided he/she is below the top step of the range.

11.8 Meal Allowances. Employees shall be eligible for a meal allowance of ten dollars (\$10.00) after each four (4) consecutive hours of overtime worked contiguously with the regular shift or after eight (8) hours of overtime on a day off.

11.9 Mileage Reimbursement. Employees shall be entitled to mileage reimbursement for business miles authorized by the Employer and driven in a personal vehicle at the IRS optional standard mileage rate allowance. The Employer shall periodically publish the reimbursement rate. The Employer's Business Expense Policy follows the IRS guidelines for mileage reimbursement.

11.10 Payroll. Employees shall be paid on the 10th and 25th of each month, reflecting actual hours worked and leave taken/earned for the preceding half month work period (1st to 15th and 16th to end of month). If payday falls on a Saturday, Sunday or holiday, paychecks shall be issued on the previous workday.

11.11 Overpayments and Underpayments.

11.11.1 The Employer shall correct the pay rate or amount of any form of compensation or benefit found to have been overpaid or underpaid. Underpayments by the Employer shall be paid to the employee in a single payment as soon as practicable.

11.11.2 Employees are legally required to return overpayments to the Employer. The repayments must be made by payroll deduction in order to correct and adjust the necessary tax payments and adjustments.

11.11.3 The following steps will be undertaken:

- 11.11.3.1 The Employer and employee will agree on a repayment schedule so as to not cause an undue burden on the employee. In most cases, the repayment will occur over the same or fewer pay periods that the overpayment occurred. For example, an employee repaying the Employer for overpayment that occurred over six (6) pay periods would be entitled to repay the funds over six (6) pay periods. Employees are required to consent to the payroll deductions necessary to affect such repayments.
- 11.11.3.2 If agreement on a repayment schedule cannot be reached, the Employer may initiate a deduction not to exceed five percent (5%) of the employee's disposable earnings in a pay period other than the final pay period. The deductions shall continue until the overpayment is fully recouped.
- 11.11.3.3 Any outstanding overpayment that exists at the time of termination will be withheld from the final paycheck.
- 11.11.3.4 An employee may request a union representative attend any meeting scheduled to discuss the overpayment and repayment options.
- 11.11.3.5 Employees who receive excess compensation are expected to report the error to the Employer. Employees who knew or should have known of an overpayment and fail to report the matter are subject to appropriate corrective action.

ARTICLE 12. VACATION

12.1 Accrual Basis. Employees shall accrue vacation based on paid hours. No accrual shall occur during unpaid leave and vacation accrual will be pro-rated based on the number of hours in paid status. Regular part-time employees shall accrue vacation on a pro rata basis. Leave cannot be used until accrued and must be available in the employee's account before available to use; hours accrued in a pay period cannot be used in the same period. New employees shall accrue vacation beginning the first day of employment, but shall not be eligible to sell back or receive termination payoff until completion of the first six (6) months of service. New employees are generally not authorized use of vacation in the first (6) months of employment, but exceptions may be authorized by the Employer.

12.2 Accrual Rates.

12.2.1 Regular full-time employees shall accrue vacation according to the following schedule:

Years of Service	Hours Accrued
Zero (0) – Two (2) Years of Service	Eighty (80) Hours
Three (3) – Five (5) Years of Service	One Hundred Twenty (120) Hours
Six (6) – Nine (9) Years of Service	One Hundred Sixty (160) Hours
Ten (10) – Fifteen (15) Years of Service	One Hundred Eighty (180) Hours
Sixteen+ (16+) Years of Service	Two Hundred (200) Hours

12.3 Maximum Accumulations. Employees may accumulate vacation up to a maximum of two (2) years their annual accrual rate hours. When an employee has reached the maximum allowable accrual, future accruals will cease until such time as the balance allows for additional earnings. Employees are responsible for monitoring their accruals and scheduling time off as necessary to preserve the ability to accrue vacation.

12.4 Vacation Scheduling. Employee requests for vacation leave shall normally be granted, provided the requested time off would not interfere with workload requirements and schedules. Applicable vacation scheduling arrangements, for example, seniority-based bidding systems, shall be recognized by the Employer.

12.5 Termination Payoff. Upon termination of Employer employment with completion of probationary period, an employee shall be paid for all accrued and unused vacation time at his or her final base hourly rate of pay. The termination payoff shall be based on the base (excluding shift differential or other forms of premium pay) hourly rate of pay as of the last day of work. Employees may not elect to extend employment beyond the last day of work by using accumulated leave.

12.6 Vacation Leave Donation Plan. Employees may donate vacation to the sick leave account of another employee for the employee or for a covered family member suffering from an extended serious illness or injury as provided for by Employer policy. Leave amounts shall be calculated based on the donor's hourly rate and credited to the receiving employee based on his/her hourly rate. The Employer shall, in its sole discretion, determine the eligibility of the employee or covered family member to receive donations and the means for apportionment of donated leave. Such determination shall be based on the severity of the illness or injury, length of service, and the employee's performance and attendance record.

ARTICLE 13. HOLIDAYS

13.1 Observed Holidays. The following days are recognized as legal paid holidays for which time off is to be granted:

New Year's Day – January 1st
Martin Luther King's Birthday – Third Monday in January
Presidents' Day – Third Monday in February
Memorial Day – Last Monday in May
Independence Day – July 4th
Labor Day – First Monday in September
Veterans' Day – November 11th
Thanksgiving Day – Fourth Thursday in November
The day immediately following Thanksgiving Day
Christmas Day – December 25th

- 13.1.1 Any of the above holidays which fall on a Saturday shall be observed on the previous Friday. Any of the above holidays which fall on a Sunday shall be observed on the following Monday.
- 13.1.2 Employees shall receive the same number of holidays regardless of work schedule. If the date of observance of a holiday falls on an employee's day off, the employee shall receive an alternative day off during that pay period or as otherwise approved by the supervisor, after discussions with the employee, or be paid for the holiday. To be eligible for pay for a holiday, the employee must be in paid status on the scheduled workdays immediately before and after the holiday. Employees will not receive pay for holidays occurring during an unpaid leave of absence or after the last day of work in the case of termination. The first day of work for a new employee may not be the day of a holiday.
- 13.1.3 Holidays occurring during a period of leave with pay (vacation, sick leave, or other paid leave) shall be charged as a paid holiday leave and shall not be charged against paid leave.

13.2 Floating Holidays. Employees shall receive two (2) paid floating holidays per year. Floating holidays shall be credited on January 1st of each year.

- 13.2.1 Floating holidays must be used by the end of the year and may not be carried forward into the next calendar year.
- 13.2.2 Requests for use of floating holidays may be in increments of one-half (½) hour. Requests should comply with procedures outlined for the use of vacation, except that departments may authorize shorter advance request requirements or less formal application procedures.
- 13.2.3 New employees shall receive a pro rata share of floating holiday hours at the rate of one twelfth of the annual entitlement for each full month of service during the year. Employees who terminate during the year shall be entitled to cash out unused floating holiday hours based on the foregoing formula.

13.3.1 Employees working a full-time but irregular schedule, such as a 4-10 or other alternative work schedule arrangement, shall receive eight (8) hours of holiday leave for each observed or floating holiday. Full pay for the period may be obtained by charging additional leave, e.g. a 4-10 employee can use eight (8) hours of regular holiday time and two (2) hours of floating holiday time to receive full pay for a holiday falling on the day of a ten (10) hour shift or may take it as unpaid leave. To the extent that it is compatible with the business needs of the Employer, and with approval of the Fire Chief, full pay for the period may be obtained by permitting employees to flex their schedules to “make up” the hours to a maximum of forty (40) hours per work week (overtime will not result from hours worked to earn the “make up” holiday hours). Employees must notify the Employer at least two (2) weeks in advance of their desire to flex their schedule during a workweek in which a holiday falls.

13.3 Part-Time and Variable Schedule Employees. Part-time employees shall be credited with observed holidays on a pro rata basis based upon the ratio of their assigned schedule to full-time employment.

13.4 Holiday Work Premium. Regular full-time and regular part-time employees who are required to work on a holiday, for emergent unavoidable circumstance, shall be compensated in at the rate of time and one half (1½) for all hours worked. Individual employees who work on both the legal holiday and the day of its observance will receive the holiday work premium on either day but not both. As with overtime, the choice of compensatory time off requires approval of the employee and the department.

ARTICLE 14. SICK LEAVE

14.1 Purpose. Sick leave is provided to continue pay during illness or injury incapacitating the employee to perform his/her work, contagious disease whereby his/her attendance at work would create a direct threat to the health of fellow employees or the public, or as otherwise provided by law or this Article.

14.1.1 Employees are entitled to use sick leave for only a bona fide illness or injury; quarantine due to exposure to contagious diseases; any physical treatment or examination including medical, dental or ocular. Employees shall also be allowed to use sick leave for the employee's family, or any person living in the immediate household requiring the employee's attendance and/or care; for parents, including “step” and in-law relationships as well and as described in RCW 49.46.210 under the law.

14.1.2 With prior approval, earned vacation leave or accrued compensatory time may be used when accrued sick leave is not available for an absence necessitated by illness or injury.

14.2 Sick Leave Accruals. Full-time employees covered by this Article shall accrue sick leave at the rate of eight (8) hours per month or ninety-six (96) hours per year. Sick leave may be accumulated up to a maximum of twelve hundred (1200) hours.

14.2.1 Employees shall accrue sick leave based on paid hours.

14.2.2 No accrual shall occur during unpaid leave and sick leave accrual will be prorated based on the number of hours in paid status up to a maximum of the employee's full or part-time schedule.

14.2.3 Regular part-time employees shall accrue sick leave on a pro rata basis and based upon their regularly scheduled work hours.

14.3 Workers' Compensation and Paid Family and Medical Leave Program Integration.

An employee may charge his/her sick leave account, or other accrued paid leave if his/her sick leave balance is exhausted, for the difference between any compensation received from the Workers' Compensation Insurance and Paid Family and Medical Leave (PFML) the employees' normal pay for injuries or illnesses covered by Workers' Compensation and Paid Family and Medical Leave. The calculation shall be based on the difference between the employee's pay period compensation (rate time pay period hours) minus the benefits from Worker's Compensation and Paid Family and Medical Leave. Employees may use accrued sick leave or other accrued leave for the first three (3) day waiting period for Time Loss Benefits.

14.4 Family Illness Usage. Employees may use sick leave in the event of an illness or injury in the employee's family and in accordance with RCW 49.46.210 and as described.

Sick and/or unpaid leave shall be allowed to care for relatives and in such circumstances as required by State and Federal leave laws.

14.5 Medical and Dental Appointments. Sick leave will be allowed for doctor and dentist appointments for the employee or members of the employee's family requiring. If the employee has used all of their sick leave, other accrued paid leave will be allowed.

14.6 Reporting and Approval Procedure. Employees unable to report for duty shall notify the Employer in accordance with procedures and timelines established by East County Fire & Rescue. Employees who know in advance that they will be utilizing sick leave for a particular purpose (e.g., surgery, hospitalization, dental or medical appointments, etc.) shall give notice of the dates not less than ten (10) days in advance of such leave, but it is an established best practice should be the employees providing notice as soon as it is practicable.

14.7 Medical Verification. The Employer may require a physician's certification of the nature and duration of an employee's disability or absences from work, for absences exceeding three (3) consecutive days, of an employee's ability to return to work and/or of an employee's ability to continue the full performance of his or her duties.

ARTICLE 15. OTHER LEAVES

15.1 Bereavement and Funeral Leave. A regular employee shall be granted up to three (3) workdays (maximum twenty-four [24] hours) of paid bereavement leave at the time of a death in the employee's immediate family. Such employee shall be granted up to an additional two (2) days (maximum of sixteen [16] hours) of paid bereavement leave when air travel or one-way land travel of four (4) hours or longer is necessary. To be eligible for the additional one or two days (maximum of eight [8] or sixteen [16] hours) of paid leave, pre-authorization from the Fire Chief is required. Bereavement leave shall be prorated based on FTE, and may be used consecutively or non-consecutively. Bereavement leave shall normally be used within two (2) weeks of the date of the death. Exceptions to the two (2) week use provision will be considered on a case by case basis and require manager approval.

Bereavement leave may be used for qualifying family members in the case of imminent death, but the total bereavement leave portion shall not exceed the three (3) or five (5) workday (maximum forty [40] hour) limitation. For the purposes of this Section, eligible family members are:

- a. the spouse, children, parents, brother, sister (or the step and in-law equivalents)
- b. the employee's grandparents, grandchildren, aunts and uncles
- c. the employee's domestic partner and children, parents, brother, sister (or the step and in-law equivalents) of the domestic partner (an Affidavit of Domestic Partnership must be on file in the HR-Benefits Department).

15.1.1 Bereavement leave in excess of durations identified above or for other relatives may be granted with the approval of the Supervisor and charged to an employee's vacation, floating holiday, or compensatory time account.

15.1.2 Time off with pay for no more than three (3) hours of bereavement leave will be allowed for attending the funeral of an East County Fire & Rescue employee.

15.2 Military Leave. The Employer shall abide by the provisions of Federal and State laws to provide military leave and reinstatement rights for employees. The provisions of the laws are defined under the Uniformed Services Employment and Reemployment Rights Act (USERRA), and Washington State Law RCW 38.40.060. Employee benefits will only continue for those months in which the employee is in a paid status the first working day of the month.

15.3 Civic Duty and Examination Leave.

- 15.3.1 Leave with pay shall be granted as necessary to allow employees to serve as a member of a jury. Any compensation received by the employee for such duties, excluding mileage allowance and meal allowance, shall be waived, remitted to the Employer, or, in the alternative, the Employer shall pay the difference between the employee's regular salary and the fees received. When an employee is excused or dismissed from jury duty, he/she shall promptly notify the Employer. Employees may be required to report to work for any portion of their regularly scheduled shift during which they are not actually serving on a jury or waiting to be assigned to a panel of jurors.
- 15.3.2 Service as a witness, as a representative of the Employer, in matters arising from the course and scope of employment shall be considered on-duty time. Service as a witness under subpoena or party to non-job-related matters shall be charged against the employee's vacation, floating holiday or comp-time balance. Should the employee have no leave available, then they shall be allowed to use unpaid leave.

15.4 Serious Health Conditions, FMLA and Paid Family and Medical Leave Program. The Employer shall authorize leaves of absence to employees for qualifying circumstances, as specified in the Federal Family and Medical Leave Act (FMLA), the Washington Family Leave Law, the Paid Family and Medical Leave (PFML) Program, this Agreement, and other relevant statutes.

- 15.4.1 With the agreement of the Employer, employees may work a reduced work schedule for up to two (2) months preceding and/or following the period of parental leave.
- 15.4.2 The Employer may require a physician's certification of the nature and duration of an employee's disability from work, of an employee's ability to return to work, and/or of an employee's ability to continue the full performance of his or her duties.

15.5 Paid Family and Medical Leave. The Employer will offer Paid Family and Medical Leave in compliance with the Washington Paid Family and Medical Leave Program currently scheduled to begin January 1, 2020. The Employer will contribute to the Paid Family and Medical Program based upon the required amount to be contributed by Employers by Chapter 50A.04 RCW. The Employer shall deduct from the employees' wages the percent of premiums for the Paid Family and Medical Leave Program as permitted by RCW 50A.04.115(3)(b) and (c) beginning January 1, 2020. Employees will be required to participate in the Paid Family and Medical Leave Program per RCW 50A.04.

15.6 Workers' Compensation. All employees are covered by the Washington State Workers' Compensation Act for injuries or illnesses received while at work for the Employer. An employee may charge his/her sick leave account, or other accrued paid leave if his/her sick leave balance is exhausted, for the difference between any compensation received from the Workers' Compensation Insurance and the employee's normal pay for injuries or illnesses covered by Workers' Compensation. The calculation shall be based on the difference between the employee's pay period compensation (rate times pay period hours) minus the benefits from Workers' Compensation. Employees may use accrued sick leave or other accrued leave for the first three (3) day waiting period for the Time Loss benefits.

15.7 Other Leaves of Absence. Employees may request leaves of absence of up to twelve (12) months for educational reasons, medical/disability leave or compelling personal circumstances. A minimum of two (2) years' service is required prior to requesting educational or personal leaves.

15.6.1 All requests for leaves of absence or extensions shall be submitted in writing to the Fire Chief or his/her designee and approved in advance of the effective date. Employees reporting to work at the end of an authorized leave of absence shall be employed in the same class held at the start of such leave of absence.

15.6.3 Paid leave taken prior to going on unpaid leave shall not be counted toward the twelve (12) month maximum. Unless otherwise authorized by the Fire Chief, the employee must exhaust all applicable leave before going on unpaid status.

ARTICLE 16. INSURANCE

16.1 East County Fire & Rescue agrees to make available, to eligible employees and their dependents, either the Washington State Fire Commissioners Association Trusteed Medical and Dental Plan or a Kaiser Permanente Plan, or comparable plans, for the plan years covered by this Agreement.

16.1.1 The Employer reserves the exclusive right to make any changes, reductions, modifications, deletions or improvements to be in compliance with any State and Federal laws. The Employer agrees to discuss any amendments with the Union prior to implementation.

16.2 Eligibility. Eligibility is defined below unless otherwise required by Federal or State law.

16.2.1 Employees shall be eligible for medical insurance effective the first (1st) of the month following date of hire, as long as the enrollment forms are received within thirty-one (31) calendar days from the date coverage is effective. Coverage will terminate at the end of the last day of the month in which employment ends, except as provided in Article 20.1 in this Agreement.

- 16.2.2 Eligible dependents include legal spouse, domestic partner, and dependent children, including the domestic partner's children who reside in the home up to age nineteen (19), or until age twenty-six (26) if a full-time student at an accredited school (unless otherwise required by Federal or State law).
- 16.2.3 Qualified Family Status Changes: Enrollment changes as a result of a qualified family status change will be provided, in accordance with State or Federal laws. Enrollment changes must be received by the Employer with the applicable documentation within thirty-one (31) calendar days [sixty (60) calendar days for newborns or children placed with the employee for adoption] and shall be effective the first (1st) of the month following the date of the qualifying event; except in the case of newborns and adoptions, coverage is effective on the date of birth or placement in the home. Enrollment changes must be received by the County with the applicable documentation within thirty-one (31) calendar days [sixty (60) calendar days for newborns or children placed for adoption] otherwise coverage cannot be obtained until the next open enrollment with coverage effective January 1st of the following year.
- 16.2.4 **Eligibility for coverage during unpaid leave.** Employees will have continuous coverage during an unpaid leave of absence if covered by Federal or State leave laws. For other unpaid leaves, any month in which the employee is in an unpaid status the first (1st) of the month and the unpaid leave has been thirty-one (31) continuous calendar days or longer, benefits will not be provided. Coverage will be reinstated effective the first (1st) of the month following the date of the employee's return to work, except for return from USERRA leaves and other applicable State and Federal protected leaves.

16.3 Premiums.

- 16.3.1 The Employer agrees to pay the full premium for all full-time bargaining unit employees.
- 16.3.2 Employees may add a spouse or domestic partner to their medical and dental coverage at the rate of ten dollars (\$10.00) a month.
- 16.3.3 Employees may add dependent children to their medical and dental coverage at the rate of twenty-five dollars (\$25.00) per dependent per month.

16.4 Other than Medical and Dental Carrier and Coverage Changes. The Employer retains the exclusive right to select plans and carriers for life insurance, long-term disability, or other employer-provided benefits, provided that the successor plan(s) shall provide substantially equal or better coverage than the existing plans. This Section is not intended to apply to medical or dental plans.

16.5 Open Enrollment. The Employer agrees to provide open enrollment periods annually and/or beginning not less than thirty (30) days prior to any change in medical coverage. Such open enrollment periods shall be not less than two (2) weeks in duration.

16.6 Life Insurance. Effective on the first of the month following ratification, the Employer shall provide each employee a group term life insurance policy including accidental death and dismemberment coverage in the amount of fifty thousand dollars (\$50,000.00), and which shall be made available for employee purchase.

16.7 Long Term Disability Insurance. The Employer shall provide each employee fifty thousand dollars (\$50,000.00) long-term disability insurance.

16.8 Continuation of Benefits. Continuation of benefits shall be applicable to all bargaining unit employees, pursuant to Federal, State and local laws, including Workers' Compensation, Disability Benefits and COBRA coverage.

ARTICLE 17. OTHER BENEFITS

17.1 Retirement Plan. The Employer participates in the Washington State Department of Retirement Systems. The Employer and eligible employees are required to contribute a percentage of compensable earnings as set by the State Legislature.

17.2 Deferred Compensation Plans. The Employer agrees to contribute six and two-tenths percent (6.2%) towards an Internal Revenue Code Section 457 Deferred Compensation Plan and provide opportunities for regular full-time employees to self-contribute. Contributions may be made up to the allowable IRS maximum.

17.3 Voluntary Employees Beneficiary Association (VEBA). The Employer agrees to contribute one thousand dollars (\$1000.00) annually; for all full-time bargaining unit employees, into a Voluntary Employees Beneficiary Association (VEBA) account, which shall be administered by the Benefits Plans Administrative Services, Inc (BPAS), and which shall be paid in January of each year of the Agreement.

17.4 Employee Assistance Program. The Employer agrees to make available an employee assistance program providing confidential counseling services to employees and their eligible dependents.

17.5 Tuition Reimbursement. The Employer shall reimburse an employee for the cost of tuition, registration, associated books and fees for any classes, seminars or conferences taken by an employee on the employee's own time which are directly related to the employee's current position and which, in the opinion of the Employer, will result in improved job performance. Prior approval from East County Fire & Rescue is required and is subject to the availability of budgeted funds. For courses or training for which a grade is issued, the employee must attain a grade of "C" or better in order to receive reimbursement.

17.6 The Employer shall be responsible for ensuring that all work is done in accordance with applicable State, Federal and Employer health and safety codes, ordinances and/or regulations. Alleged violations of this commitment shall be subject to this Agreement's grievance procedure, provided, however, that any disputes which remain unresolved after Step 3 of said procedure are not subject to binding arbitration.

ARTICLE 18. SENIORITY

18.1 Seniority shall be based upon continuous years of service with East County Fire & Rescue, including time on Worker's Compensation leave and unpaid leaves of absence of fourteen (14) days or less, or as otherwise provided by law. Where abilities are substantially equal, seniority shall be observed with respect to promotions, transfers and layoff.

18.2 Adjusted Service Date means the calendar date or adjusted calendar date which credits an employee with his/her employment tenure with the Employer. The "**Adjusted Service Date**" takes into account any interruptions in the employment relationship, e.g., resignation, discharge or layoffs. The employee's seniority date shall be considered the former date of hire, less the break in services.

18.2.1 An employee who voluntarily quits, resigns, retires, waives or fails to respond to recall, and who is subsequently reinstated within twelve (12) months of leaving, may bridge their seniority for all purposes except layoff.

18.2.2 Interruptions resulting from an approved leave without pay of fifteen (15) calendars days or longer will shorten the continuous service time by the length of the leave without pay.

18.3 Temporary Employees do not accrue seniority.

ARTICLE 19. LAYOFF

19.1 The Employer may layoff an employee based on the elimination of the employee's position due to lack of work, lack of funds, elimination of services/functions, or other similar reasons.

19.2 The employee with the least amount of seniority shall be the first to be laid off, providing the most senior employee has the qualifications to satisfactorily perform the available position.

19.3 Selection and Notice.

19.3.1 The appointing authority shall identify the positions to be eliminated, based on seniority, within the bargaining unit.

19.3.2 Employees who will be separated from Employer service shall be provided a minimum of twenty (20) working days' notice or pay in lieu of notice (one [1] day's pay for each day of notice below twenty [20]). The Union shall be notified concurrent with notice to employees.

19.4 Recall. Employees who are laid off or reassigned in lieu of layoff shall be placed on a recall list in order of seniority for the classification from which they were laid off and any former classifications. The recall period shall be twelve (12) months.

- 19.4.1 Laid-off employees will be offered employment in any available vacancy in a classification for which they have recall rights, provided they are fully qualified for the position.

19.5 Recall Procedure. Notice of recall shall be sent to the employee by certified mail at the last address reflected in the employee's official personnel file, and the employee must respond within fifteen (15) calendar days of the date of the notice. The employee shall be responsible for notifying East County Fire & Rescue of any change in address or telephone number.

19.6 Rights Upon Recall. Employees who are recalled shall be reinstated with all rights formerly attained including accrued sick leave, less any which may have been paid out upon layoff. The seniority date shall be adjusted to reflect the time on layoff, but the employee shall otherwise retain all service credit held at the time of layoff. Employees recalled to their former classification shall be appointed to the step and range formerly held and credit toward the next salary anniversary date shall be continued, not including the time on layoff.

19.7 Benefits Continuation. The Employer shall continue the Employer's contribution toward the cost of medical and dental insurance through the end of the first calendar month following layoff.

ARTICLE 20. DISCIPLINE AND TERMINATION

20.1 Probationary Periods.

- 20.1.1 New employees shall serve a probationary period of six (6) months, plus any period of unpaid leave occurring during the probationary period.
- 20.1.2 If determined by the Employer that the employee is unable to satisfactorily perform the duties of the job, the employee may be subject to a one-time extension of the probationary period up to six (6) months. The extension of a probationary period will be granted by the Union upon prior notification by the Employer that it is considered necessary.
- 20.1.3 The Employer may discipline or discharge an employee at any time during a probationary period, with or without cause, and such discipline or discharge shall not be subject to appeal.

20.2 Personnel Files. Disciplinary materials shall be maintained in the official personnel file of the employee. Access to personnel files shall be limited to the employee, his/her authorized representative, officials of the Employer who have a business need for the access or as required by public records and freedom of information laws at the Federal or State level. Employees shall have the right to review their files after providing reasonable advance notice and shall have the right to attach reasonable materials in explanation of or rebuttal to adverse materials. Adverse materials shall not be placed in the personnel file without the knowledge of the employee. Written warnings shall be removed after two (2) years if there are no related problems.

20.3 Voluntary Termination Procedure.

20.3.1 **Resignation.** Any employee desiring to terminate employment with the Employer in good standing shall present a letter of resignation at least two (2) calendar weeks prior to the effective date of termination. The date of resignation shall be the last day of work and leave payoffs shall be based on balances as of the date of termination. The letter of resignation shall indicate the effective date. The Appointing Authority may waive the two (2) week notification period and give pay in lieu thereof.

20.3.2 **Retirement.** Employees who intend to retire should provide a minimum of thirty (30) days written notice of retirement date.

20.3.3 Abandonment of Position.

20.3.3.1 An employee shall be considered to have resigned via abandonment of their position based on any of the following circumstances:

- a. Absence for two (2) consecutive days without notice or approval, except for personal and compelling circumstances.
- b. Failure to return from a leave of absence following the last day of approved leave after two (2) consecutive days without notice or approval; except for personal and compelling circumstances.

20.3.3.2 Employees considered to have abandoned their positions will be terminated and the separation will be treated as a resignation without notice. In the event it was not the employee's intention to resign, absence without leave constitutes an adequate basis for discipline and an employee may be involuntarily terminated for action constituting abandonment of the position, unless the failure to notify was clearly beyond the employee's control. The appointing authority will send a confirming notice to employees considered to have abandoned their positions.

20.3.3.3 In the event a grievance concerning abandonment is pursued to arbitration, the Arbitrator's authority shall be limited to determining whether this section was properly applied.

20.4 Indemnification. East County Fire & Rescue shall protect, defend, hold harmless and indemnify for any damages, including court ordered attorney's fees, all covered employees and their respective marital communities against any and all claims or causes of action which arise as a result of alleged acts or errors and omission occurring within the scope of their duties and responsibilities or employment with the Employer. The Employer may elect not to provide indemnification for acts not undertaken in good faith, acts of misconduct, or if the employee fails to fully cooperate with the defense of such action. Legal representation services will be provided by the Employer and at the Employer's discretion.

ARTICLE 21. GRIEVANCE PROCEDURE

21.1 Purpose and Scope.

21.1.1 The purpose of this Grievance Procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of grievances. Only matters involving the interpretation, application, enforcement or alleged violation of an express provision of this Agreement shall constitute a grievance.

21.1.2 The parties agree that every effort should be made to resolve grievances informally with the Fire Chief and to settle grievances at the lowest possible level. The grievant and the Union and the Fire Chief shall meet, if necessary, to attempt to resolve the grievance at any step.

21.1.3 A grievance may move to any level in the grievance procedure by written mutual agreement of the parties.

21.2 Filing and Processing Requirements. A grievance may be brought under this procedure by one (1) or more aggrieved employees, or by the Union as a class grievance (hereafter described as "the grievant"). No grievance shall be processed beyond informal process without Union concurrence and representation.

21.2.1 Disciplinary grievances shall be initially submitted at Step 2 and termination grievances shall be submitted at Step 3. Grievances concerning written warnings may not be processed beyond Step 3.

21.2.2 Class or class action grievances shall be initially submitted at Step 3. Class grievances are those which would potentially have application to a large number of employees covered by this Agreement, for example, interpretation of overtime work periods.

21.2.3 A written grievance shall be signed and dated and indicate the step at which it is being filed. Written grievances and responses shall address, at a minimum, the following points:

- a. The statement of the grievance/response and the facts upon which it is based;
- b. A statement of the specific provision(s) of the Agreement that is (are) the basis of the grievance/response, and the manner in which the provision is purported to have been violated, misapplied or misinterpreted (or in which the provision supports the response);
- c. The date or dates on which the alleged violation, misinterpretation or misapplication occurred; and
- d. The specific remedy sought or offered.

21.3 Timelines.

21.3.1 When computing deadlines under this Article, the day which triggers the deadline (contract violation, receipt of grievance, etc.) shall not be included. "Working days" means Monday through Friday, excluding holidays. Filing and response time limits shall be met by mailing, e-mail, hand delivery or facsimile transmission. Receipt shall be considered to be the date of actual receipt. The time limits prescribed herein may be waived or extended by mutual agreement, in writing, by the Steward, or the Union in a class grievance, and the appropriate Employer representative at each step.

21.3.2 A grievance not brought within the time limit prescribed for every step shall be considered settled on the basis of the Employer's last decision received by the Steward or the Union. A grievance or complaint not responded to by the Employer representative may be moved to the next step in the procedure.

21.4 Steps.

21.4.1 **Step 1.** If unable to resolve the grievance informally with the Fire Chief, the Shop Steward or the Union shall present the grievance in writing to the Fire Chief within ten (10) working days of the occurrence of the grievance or the date the grievant knew or should have known of its occurrence or the date of conclusion of informal resolution attempts. The Fire Chief must respond in writing within ten (10) working days of the meeting scheduled to hear the matter.

21.4.2 **Step 2.** If the grievance is not resolved at Step 1, the Union Representative shall submit the written grievance to the Board within ten (10) working days, following the Fire Chief's response. The Board shall respond in writing to this grievance within ten (10) working days of the meeting scheduled to hear the matter.

21.4.3 **Step 3. Mediation.** If the grievance is not resolved at Step 2, the parties agree to invoke a mediation process to resolve the grievance provided herein. As contemplated by this Section, mediation involves the use of a third party, to serve as a Mediator, using contemporary mediation techniques. A decision to utilize a Mediator shall subject to the following understandings:

21.4.3.1 The Mediator shall be a mutually acceptable PERC staff representative, or in the alternative, the parties may share equally the cost of employing a fee-based professional mediator. The parties may choose to strike names from a list, employ a standing panel or select on a case-by-case basis.

21.4.3.2 If the parties agree to enter into mediation, the Mediator shall attempt to assist the parties in achieving a voluntary resolution. The Mediator will not have the authority to force either party to accept a particular resolution.

21.4.3.3 Settlement discussions by the parties during mediation may not be introduced during any subsequent arbitration or PERC proceedings, nor may the comments by the Mediator be referenced.

21.4.4 **Step 4.** If the grievance has not been resolved, the Union may refer the dispute to final and binding arbitration. The Union shall notify the Employer, in writing, of submission to arbitration within ten (10) working days after receipt of the Employer's written response in Step 3 above.

21.4.5 The above steps shall include meetings between the parties at the request of either party to facilitate resolution of the grievance.

21.5 The party requesting arbitration shall request a list of seven (7) qualified neutrals (or as many as are available) from the Public Employment Relations Commission (PERC). Each party shall have the right to reject one (1) panel in its entirety and request that a new panel be submitted. Within ten (10) working days after receipt of the list, the parties shall alternately strike the names on the list, and the remaining name shall be the Arbitrator. The first strike shall be made by the Union. As an alternative to requesting lists and striking names, the Union and the Employer may agree to use the services of a particular Arbitrator.

21.6 The Arbitrator shall have the power to issue and enforce subpoenas in accordance with Chapter 7.04 RCW. The Arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue or issues presented, and shall confine his/her decision solely to the interpretation, application, or enforcement of this Agreement. The Arbitrator shall confine him/herself to the issues submitted for arbitration, and shall have no authority to determine any other issues not so submitted to him/her. The decision of the Arbitrator shall be submitted within thirty (30) days and shall be final and binding upon the employees, Union and Employer. The Arbitrator's decision shall be in writing and within the scope and terms of this Agreement.

21.7 Each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim transcript of the proceedings, it shall pay the costs of the court reporter and of the Arbitrator's copy of the transcript. Should both parties desire a copy of the transcript, they shall share the costs of the court reporter and of the arbitrator's copy of the transcript. The losing party shall bear the fees and expenses of the Arbitrator.

21.8 It is agreed that the grievance procedure is intended to be the exclusive remedy for resolving contractual disputes that may arise out of the interpretation or application of this Collective Bargaining Agreement and that taking an issue to arbitration shall constitute a waiver of the right of the Union to litigate the subject matter in any other forum. However, this Agreement shall not constitute a waiver of the right of the individual employee to litigate the subject matter in any other forum.

ARTICLE 22. SCOPE AND DURATION

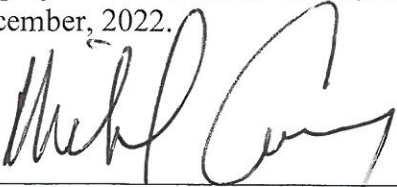
22.1 Entire Agreement. This Agreement shall constitute the entire Agreement between the parties and concludes collective bargaining for its term subject only to a desire by both parties to mutually agree to amend or supplement at any time. The Employer and the Union hereby voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject matter referred to or covered by this Agreement. With respect to subjects not covered by this Agreement, the parties agree that the Employer may temporarily implement changes pending the outcome of any bargaining required by RCW 41.56.

22.2 Savings Clause. Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable, such decision shall apply only to the specific Article, Section, or portion thereof directly affected. The parties agree to immediately negotiate a substitute, if possible, for the invalidated Article, Section or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

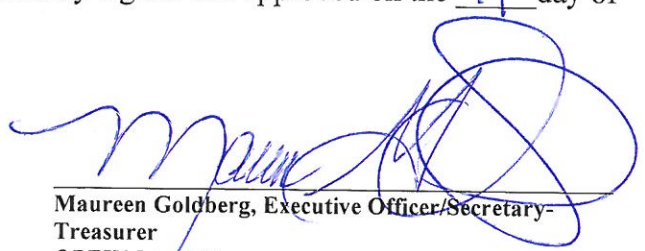
22.3 Duration and Renewal. This Agreement shall be in full force and effect from January 1, 2023 through December 31, 2025, and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such Agreement; provided, that in the event the Union serves written notice in accordance with this Article, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provisions of this Agreement, any other provisions to the contrary notwithstanding. Upon signing of this Agreement or any future Agreement, the provisions therein shall be retroactive to the anniversary date.

APPROVAL

This Agreement entered into between East County Fire & Rescue and the Office & Professional Employees International Union, Local 11 was formally signed and approved on the 19 day of December, 2022.



Michael Carnes, Fire Chief
East County Fire & Rescue



Maureen Goldberg, Executive Officer/Secretary-Treasurer
OPEIU Local 11



Sherry Petty, Commissioner
East County Fire & Rescue



Cheyenne Russell, Union Representative
OPEIU Local 11



Martha Martin, Commissioner
East County Fire & Rescue



Mike Taggart, Commissioner
East County Fire & Rescue



Steve Hofmaster, Commissioner
East County Fire & Rescue



Joshua Seeds, Commissioner
East County Fire & Rescue

EXHIBIT "A"

It is mutually agreed to by all parties that the wage scales herein established shall be considered minimum wages and be it further agreed that all employees over scale shall receive the wage increases negotiated in accordance with Article 11/Compensation to this Agreement.

2023 WAGE RATES

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Administrative Specialist	Starting Rate	1-Year	2-Years	3-Years	4-Years	5-Years	6-Years	7-Years	8-Years	9-Years	10-Years	11-Years
	\$23.72	\$24.43	\$25.15	\$25.92	\$26.69	\$27.51	\$28.32	\$29.17	\$30.04	\$30.96	\$31.88	\$32.82

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 123
Accounting Assistant	Starting Rate	1-Year	2-Years	3-Years	4-Years	5-Years	6-Years	7-Years	8-Years	9-Years	10-Years	11-Years
	\$18.77	\$19.35	\$19.92	\$20.50	\$21.13	\$21.75	\$22.41	\$23.08	\$23.79	\$24.50	\$25.22	\$25.97

Be it further agreed that upon receiving the CPI-U a new Exhibit "A" shall be reflective to this Agreement and signed by the parties in accordance with Article 11.3 within this Agreement.