

CITY OF CHEHALIS  
and  
INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS,  
LOCAL 2510

AGREEMENT

JANUARY 1, 2020 Through DECEMBER 31, 2022

Original

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**COLLECTIVE BARGAINING AGREEMENT  
BY AND BETWEEN  
CITY OF CHEHALIS, WASHINGTON  
AND  
LOCAL UNION NO. 2510 OF THE  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**

THIS AGREEMENT is made and entered into on the 13<sup>th</sup> day of January 2020 by and between the CITY OF CHEHALIS, WASHINGTON, hereinafter referred to as the "Employer" and THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 2510, hereinafter referred to as the "Union."

**Section 1. Preamble.**

The purpose of this Agreement is to achieve and maintain harmonious relations between the Employer and the Union, to provide for equitable and peaceful adjustments of differences that may arise and to establish standards of wages, hours and other conditions of employment.

**Section 2. Recognition.**

The Employer recognizes the Union as the exclusive bargaining representative for, and this Agreement shall cover, all public employees of the Employer employed in its Fire Department in the classifications of Firefighter/Engineer and Fire Captain.

**Section 3. Management Rights.**

The Employer retains the exclusive right to manage the Fire Department. Therefore, all powers, authorities, functions, and rights not specifically and expressly restricted by this Agreement are retained by the Employer and shall continue to be subject to exclusive management control.

Subject to the provisions of this Agreement, the Union recognizes that the Employer's management rights include, by way of non-exclusive example, the right to:

- A. Determine the City's budget, methods of operation, facilities, and equipment.
- B. Hire, promote, transfer, assign, retain, and lay off employees.
- C. For just cause, suspend, demote, discharge, and otherwise discipline non-probationary employees.
- D. Determine the methods and means by which the Employer's operations are to be conducted and the Employer's hours of operation.
- E. Utilize industry standards to determine performance/productivity standards applicable to the Chehalis Fire Department.
- F. Direct employees and determine their duties.
- G. Take emergency action as necessary to perform the proper functions of the City.
- H. Determine the management and organizational structure of the Employer.

- I. Maintain the efficiency of the operation entrusted to the Employer.
- J. Determine and administer policy.

The foregoing list of specific management rights is not intended to, and shall not be construed as, restrictive of, or as a waiver of, any management rights of the Employer not listed herein. To that end, the foregoing list is for illustrative purposes only.

#### **Section 4. Union Security.**

(a) Upon receipt from the Union of a voluntarily signed authorization by an employee covered by this Agreement, the Employer shall deduct from the employee's wage the dues, fees and costs authorized by the employee, including regular monthly Union membership dues payable by the employee to the Union during the period provided for in the signed authorization, which may be indefinite. The Employer shall remit said monthly dues to the Union on a monthly basis.

(b) Employee may revoke Employee's authorization for Payroll deduction, after Employee provides written notice to the Union. Every effort will be made to end the deduction effective on the first payroll after the request is received from the Union to Human Resources.

(c) Hold Harmless. The Union shall indemnify and hold the City harmless against any and all claims, demands, suits, grievances, or other liability that arise out of or by reason of actions taken or not taken by the City pursuant to the dues deduction provisions of this Section.

#### **Section 5. Discrimination.**

The Employer and the Union shall not unlawfully discriminate against any employee for activity on behalf of, or membership in the Union. Except as permitted by law, the Employer and the Union agree that there shall be no unlawful discrimination against any employee because of race, creed, color, national origin, religion, age, sex, marital status, disability or handicap.

#### **Section 6. Union Business.**

The Union agrees to conduct its business off the job as much as possible. Representatives of the Union having business with individual members of the Union may confer with such officers or members during the course of the workday, for a reasonable time, provided that permission is first obtained from the Fire Chief. Employees elected to Union office shall be granted a leave of absence for a reasonable length of time to perform Union business including attendance at conventions and conferences. Such a leave of absence shall be granted by the Fire Chief if an adequate replacement can be found for the Union official during the period of the leave and the Employer incurs no overtime costs for such replacement.

#### **Section 7. Wages.**

(a) Employees shall be compensated in accordance with the wage schedule attached to this Agreement and identified as Appendix "A", which Appendix, by this reference, is incorporated herein and made a part hereof, together with such other compensation in accordance with other aspects of pay as set forth in other provisions of this Agreement.

(b) Employees shall be eligible for a one-step increase upon successful completion of a twelve (12) month probation, and on subsequent anniversary dates not to exceed at any time, the maximum step for the classification contained in Appendix "A".

- (c) The overtime rate of pay will be calculated in accordance with the provisions of the Fair Labor Standards Act, the requirements of the Wage and Hour Division of the U.S. Department of Labor, and the Washington State Department of Labor and Industries. Where terms of this Agreement are more favorable to the employee than state or federal law, the terms of this Agreement will be followed.

**Section 8. Call-back Pay.**

- (a) Any employee called to work while off duty shall be paid for all hours worked at the rate of one and one-half (1 1/2) times the employee's regular hourly rate with a minimum guarantee of one hour.
  - (i) Unless otherwise approved by the Fire Chief, only two (2) off duty employees are permitted to respond to a call-back occurring within one hour of the starting or ending time of an "all hands" training event.
- (b) Compensatory Time. All employees may elect to accrue compensatory time in lieu of receiving overtime wages. Compensatory time shall accrue at the rate of time and one half (1 1/2) for each overtime hour worked for any authorized hours worked beyond regularly scheduled shifts, overtime shifts, mandatory training/meetings, or emergency call-back and shall be subject to the following conditions:
  - (i) An employee shall be permitted to accumulate up to three hundred sixty (360) hours of compensatory time. Such accrued time shall be cumulative from year to year. Compensatory time exceeding the aforementioned limit shall be paid to the employee at the hourly rate in effect at the time the employee cashes out the compensatory hours, with the oldest accrued hours paid out first.
  - (ii) When taken as time off work, compensatory time shall be paid at the employee's current rate of pay.
  - (iii) Shift officers will determine shift staffing needs during the request period, ensure the time requested is adequately covered with accumulated compensatory time, note the employee's name and ensure that the compensatory time is placed on the calendar, approve or deny the request and ensure the request form is completed and signed.
  - (iv) Compensatory time expenditure will follow the same guidelines as vacation scheduling as outlined in the Vacation provisions of this Agreement.
  - (v) An employee may convert all, or parts thereof, accrued compensatory time to wages, paid to the employee at the hourly rate in effect at the time the employee cashes out the compensatory hours, with the oldest accrued hours paid out first. Any employee desiring to cash out compensatory time in December must present a request, in writing, to the Fire Chief or designee no later than November 25<sup>th</sup>.
  - (vi) When the employment of an employee is terminated (for whatever reason) or in the case of an employee's death, accrued compensatory time up to the maximum of three hundred sixty (360) hours shall be paid to the employee or his/her estate at the hourly rate in effect at the time the compensatory hours are cashed out.

## **Section 9. Holidays.**

Effective January 1, 2020, due to the unusual nature of their work schedule, employees shall receive in lieu of holiday pay 104 hours off per year without loss of pay, accrued at the rate of 8.66 hours per month in accordance with Appendix B.

- (a) If employees are working a forty (40) hour work week they may, in lieu of working on a holiday, give up their 8.00 hours per holiday.

## **Section 10. Longevity Pay.**

Based upon the length of continuous employment in the City's service, employees in the bargaining unit shall receive thirty (\$30.00) per month after completing five (5) years of service, and an additional thirty (\$30.00) per month for every five- (5) year period completed until retirement from the City.

## **Section 11. Shift Changes.**

Upon receipt of the prior approval of the Fire Chief or designee, employees of one job classification may exchange shifts of employment in the same job classifications provided:

- (a) Such shift change does not impose any additional cost on the Employer with the exception of sick leave provisions covered by this Agreement; and
- (b) The Employer is not responsible for enforcing any agreements made between employees.

## **Section 12. Clothing and Equipment.**

The Employer shall maintain the quality and condition of uniforms, bunker gear and personal protective equipment, and other equipment to standards consistent with those set by the National Fire Protection Association (NFPA) and by the manufacturers of the uniforms, bunker gear, and other equipment. This Agreement does not prohibit the Employer from obtaining the best price possible by bidding with businesses supplying the department with uniforms and cleaning that meet industry standards for the activities and responsibilities executed by the employees.

- (a) There shall be a quartermaster system for the purchase and maintenance of all uniform, clothing and equipment needs of the employee.
- (b) The proper uniform shall consist of such items of apparel and equipment as approved and/or required by the Employer. A listing of apparel and equipment, which is applicable under the quartermaster system, shall be maintained for employee/employer reference.
- (c) Employees required by the Fire Chief to wear a uniform shall be furnished with all the necessary apparel and equipment on a quartermaster system. An individual will be assigned as the Department Quartermaster. This person, under the direction of the Fire Chief and with input from the members of the standards committee, will develop a program for the purchase and replacement of uniform clothing and equipment as defined in Department standards and guidelines. The standards committee shall consist of one Fire Captain, two Firefighter/Engineers, and two reserve firefighters. Once the minimum quantity has been recommended by the Committee and approved by the Fire Chief, the Employer will furnish each employee with the appropriate quantity of uniform apparel and equipment. All protective clothing and equipment shall be furnished by the Employer. Replacement of worn

apparel and equipment will be on an as-needed basis. The cleaning of apparel and equipment shall be provided by the Employer on a weekly basis.

- (d) The employer recognizes that firefighters utilize a wide range of tools to complete their duties and that employees routinely purchase tools for use on the job. Because of this, the employer will reimburse each employee up to \$50 annually for the purchase of personal tools, equipment, or PPE that is not otherwise supplied or replaced by the employer.
- (e) On an annual basis, the Union and the Fire Chief will cooperate in preparing a report addressing status and conditions of Fire Department resources and equipment, operational status and readiness, and perceived areas of Fire Department strengths and weaknesses. The Union employees shall be responsible for gathering information and preparing a draft report for review by the Fire Chief. The Fire Chief shall retain freedom to edit and revise the report at the Fire Chief's discretion to generate a final version. The final version of the report shall be signed by the Fire Chief and a representative of the Union employees that compiled the report, and will be provided by the Fire Chief to the City Manager, the City Council, and Union members.

### **Section 13. Working Out of Classification.**

Any Employee who is designated by the Fire Chief or designee to perform work in a classification other than that to which he/she is regularly assigned shall be compensated for such work at five percent (5%) over his/her base rate of pay. When working out of classification for vacations, short-term sick leave and other short-term absences, the designation will be made on a shift-by-shift basis. For other absences, the designation shall be made on the basis of seniority as herein defined, except for bona fide training situations where the regular shift officer on duty at the time allows a firefighter to act in the capacity of a shift officer under the regular shift officer's supervision and direction.

- (a) Upon completion of the next Captain's examination, the Fire Chief will develop a list of Senior Firefighters, which will no longer be based on seniority. This list will largely be determined from the Captain's exam scores.
- (b) An employee who is temporarily assigned by the Fire Chief to Acting Chief or Acting Assistant Chief for a period in excess of thirty-nine (39) consecutive work hours, and who performs the job duties of such position, shall be compensated at fifteen percent (15%) over his/her existing base wage for all hours worked. In no case will the total amount being paid be greater than the person currently occupying this position.

### **Section 14. Funeral Leave.**

Employees shall be granted one (1) full twenty-four (24) shift off without loss of pay because of a death in his/her immediate family. Additional time, if needed, must be deducted from sick leave. Immediate family is defined herein as grandfather, grandmother, father, mother, father-in-law, mother-in-law, sister, brother, sister-in-law, brother-in-law, spouse, legal domestic partner as defined by the State of Washington, child, and grandchild.

Employees notified of death in the immediate family, shall be immediately excused from work for the balance of the shift after appropriate relief is secured. Such leave shall be in addition to the benefit stated in the preceding paragraph.

### **Section 15. Sick Leave.**

- (a) Sick Leave Defined – Sick leave is defined as approved leave with pay while an employee is absent from work as a result of illness or injury. Sick leave shall be granted for the following reasons:
- (i) Personal illness or physical incapacity resulting from causes beyond the employee's control; or
  - (ii) Enforced quarantine of the employee by a physician; or
  - (iii) Illness within the immediate family (spouse and legal dependents of the employee residing in the employee's home) of the employee necessitating the employee's absence from work; or
  - (iv) Medical or dental treatment within the immediate family (as defined above) of the employee, necessitating employee's absence from work. Employees shall attempt to schedule medical or dental appointments during off duty hours.
  - (v) If the Employee's spouse returns home and assumes responsibility for the care of a sick child or dependent, the Firefighter shall return to work.
- (b) Employees shall accrue sick leave at the rate of twenty-two (22) shift hours per month until he/she has accumulated a maximum of one thousand four hundred forty (1,440) hours. Upon death or termination of employment, an employee, or surviving spouse, shall be paid an amount equal to the employee's accumulated but not used sick leave up to a maximum of seven hundred twenty (720) hours, based on the accrual rate of eight (8) shift hours per month. Cash out of any unused sick leave shall be forfeited if employment is terminated by the employee without giving thirty (30) days prior written notice or if the employee is discharged for cause.
- (c) Light Duty Assignment. An employee who is disabled may be assigned to limited duty by the Fire Chief when it is determined by the employee's physician, subject to confirmation by a physician selected by the Employer, that the employee can perform limited productive work.
- (d) Disability Coverage. An employee who is absent due to a job-related temporary illness or disability for which State Industrial Insurance or other such benefits are received shall be entitled to LEOFF II Disability Supplement Benefits as provided in RCW 41.04.500, et seq.

#### **Section 16. Vacation.**

Employees shall receive vacation time off without loss of pay according to Appendix B.

- (a) To streamline the process and allow greater selection capability, department vacations will be scheduled in the following manner.
- (i) Vacations will be selected within the personnel of their assigned shifts.
  - (ii) Vacations will be scheduled by rank, then seniority.
  - (iii) Vacations will only be taken in the amounts accumulated.
  - (iv) Vacations may be taken in no less than 1-hour increments for the first hour and no less than .5-hour increments after the first hour.

- (v) Appropriate request forms will be submitted, approved and returned prior to the vacation time being taken.
- (b) Shift officers will determine shift staffing needs during the request period, ensure the time requested is adequately covered with accumulated vacation time, note the members name and the vacation shifts on the calendar, approve or deny the request and ensure the request form is placed in the designated basket for approval and signature. In addition, see attached MOU.
- (c) Vacation and holiday leave may be carried over from one calendar year to the next so long as the total carried over is not greater than five hundred forty four (544) hours. Employees may carry over additional amounts of vacation with prior approval of the Employer.
- (d) Upon submittal of resignation, termination, or death, accrued (but unused) vacation time remaining at termination will be paid at the employee's current rate of pay to the employee or their designated estate.

**Section 17. Medical.**

- (a) For medical coverage effective January 1, 2020, all employees in the bargaining unit will remain enrolled in the AWC Regence High Deductible Health Plan. The Employer and employee contribution rates for monthly medical premiums shall be as outlined below.

**AWC Regence High Deductible Health Plan**

The employees shall contribute the following amounts, via a payroll deduction, toward the cost of the monthly premium for medical insurance:

- Employee only: \$5.00 per month
- Employee and spouse: \$10.00 per month
- Employee, spouse, and 1 dependent: \$15.00 per month
- Employee, spouse, and 2 or more dependents: \$20.00 per month

- (b) Effective January 1, 2020, each employee in the bargaining unit, while employed by the City and remaining enrolled in the AWC Regence High Deductible Health Plan, shall receive as excess medical benefit dollars the following employer paid contributions to tax-favorable accounts established by the employee. Payments shall be prorated for any employee hired after January 1<sup>st</sup> of each year and for any employee separating from employment for any reason.
  - (i) Annual contribution limits for HSA are established under the Internal Revenue Code and differ for individuals with "self only" coverage versus "family" coverage. For the purposes of this agreement, any employee known to qualify for "self only" coverage for any part of the year will be treated as such for the entire year and will receive contributions to tax-favorable accounts based on "self only" coverage status as described below. Individual employees are responsible for any potential tax consequences should their status of "family" or "self only" coverage change during the course of the year.
  - (ii) Employer contributions to tax-favorable accounts for employees qualifying for "family" coverage status: In January 2020, January 2021, and January 2022, Employer shall

contribute \$6,750.00 to the employee's HSA account. Employees hired after January in 2020, 2021, and 2022 respectively shall receive a pro-rated amount of the foregoing HSA contribution.

In addition, Employer shall contribute \$166.40 per month to the employee's VEBA account.

- (iii) Employer contributions to tax-favorable accounts for employees qualifying for "self only" coverage status: In January 2020, January 2021, and January 2022, Employer shall contribute \$3,400.00 to the employee's HSA account. Employees hired after January in 2020, 2021, and 2022 respectively shall receive a pro-rated amount of the foregoing HSA contribution.

In addition, Employer shall contribute \$445.57 per month to the employee's VEBA account.

Note: Individually and collectively, employee and "dependent" insurance plan eligibility as well as eligibility and rules for tax-favored accounts will be governed by the underwriting rules, policies, laws and codes of the AWC Employee Benefit Trust, the administrator of the tax-favored account, and the Internal Revenue Code, as applicable, as long as insurance and/or administrative services are provided through that source.

For purposes of this Section 17, as well as Sections 18 and 19 of this Agreement, a "dependent" means an eligible dependent up to the age of 26. Provided, however: (i) if permitted by the terms and conditions of the subject health care plan, Employer shall continue to make the same contributions toward dependent coverage provided under these Sections 17, 18, and 19 for any legally incapacitated dependent age 26 or older who is already covered under the Employer's health care plan as of December, 2019; and (ii) if permitted by the terms and conditions of subject health care plan, Employer shall pay 50% of the cost of dependent coverage for any legally incapacitated dependent age 26 or older who is not covered under the Employer's health care plan as of December, 2019 and the employee shall pay the remaining 50% of the cost of this dependent coverage.

- (c) The Employer will deduct from each employee's paycheck, on a pre-tax basis, \$75 per month to be contributed to the Washington State Council of Firefighters Employee Benefit Trust.
- (d) Insurance Re-opener. Any change of plans, coverages, benefits or companies shall be made only with the prior consent of the Union (unless changed by the insurance company) and will be subject to re-opening by either party.
- (e) During the term of this Agreement either party may notify the other in writing of its desire to re-open this Agreement, provided such re-opener shall be limited to Medical Coverage, Dental Coverage, and Vision Coverage only.
- (f) All members of the Union who have participated in the Medical Expense Reimbursement Plan for not less than one (1) month, prior to being promoted or reassigned to a non-represented position, will continue to be plan participants until they are no longer employed by the City. These employees will continue to have appropriate contribution amounts deducted in the same manner as the Union.

- (g) The Employer and the Union recognize that the cost of providing health care coverage to employees and their dependents has been an important on-going issue, and agree to meet periodically during the term of this agreement to discuss wellness programs and other means of containing health care costs to the extent possible.
- (h) The Employer and the Union are aware that the excise ("Cadillac") tax provisions of the 2010 Patient Protection and Affordable Care Act ("ACA") when/if implemented could impose a significant additional tax burden on the Employer. Accordingly, if the Employer determines that the ACA's Cadillac tax implications are likely to result in additional costs or expense, the Employer may reopen Section 17 of this Agreement and the parties shall promptly commence meeting and negotiating the impact of those increased costs/expense to the Employer.

**Section 18. Dental Coverage.**

Effective January 1, 2020, based upon December 2019 hours, the Employer shall remit the required premiums for Washington Teamsters Welfare Trust Dental Plan A to the Trust for each eligible employee covered by this Agreement, who has eighty (80) hours or more compensable hours in the preceding month. The premium payments shall be made to the Trust office in Seattle, Washington by the 10<sup>th</sup> day of each month.

**Section 19. Vision Coverage.**

Effective January 1, 2020, based upon December 2019 hours, the Employer shall remit the required premiums for Washington Teamsters Welfare Trust Vision Plan EXT to the Trust for each eligible employee covered by this Agreement, who has eighty (80) hours or more compensable hours in the preceding month. The premium payments shall be made to the Trust office in Seattle, Washington by the 10<sup>th</sup> day of each month.

**Section 20. Long-term Disability Coverage.**

During the life of this Agreement, the Employer shall continue to make available a long-term disability insurance policy. Employees desiring to purchase the long-term disability insurance shall pay all premium costs. The specific insurance provider of this benefit may be changed upon mutual agreement of the Union and the Employer. The employee monthly premium shall be paid by the employee each month by means of payroll deduction.

**Section 21. Work Schedule.**

The normal workday or shift for employees shall be twenty-four (24) hours, commencing at 8:00a.m. The normal work schedule for said employees shall consist of one (1) shift on and three (3) shifts off. The normal work week shall average forty-two (42) hours, and the normal work month shall average one hundred eighty-two (182) hours for said employees. The Fire Chief may require an employee to work a different schedule when necessary subject to a forty (40) hour workweek.

**Section 22. Training.**

Mandatory training is that at which an employee's attendance is required by the Employer. Mandatory training shall be considered compensable hours worked at the employee's applicable rate of pay, subject to the employee's workweek. Employees directed to attend mandatory training shall be provided with at least two (2) weeks notification for unscheduled shift changes. Voluntary training shall not be considered compensable hours worked, although the Employer may pay for all

or part of the training. An employee's work schedule may be adjusted to accommodate the employee's request for voluntary training.

### **Section 23. Civil Service Rules.**

Except as provided in this Agreement, the Chehalis Civil Service Commission's rules and regulations pertaining to hiring, promotion, demotion, discipline, and retention (including termination and reduction in force), shall prevail.

### **Section 24. Grievances, Arbitration, and Discipline.**

#### **Section 24.1. Grievances and Arbitration.**

- (a) All grievances, defined as a dispute or disagreement concerning the interpretation, application, or an alleged violation of this Agreement, or appeals of discipline, shall be settled as provided in this Section 24. Any bargaining unit member who is subject to disciplinary action or a dispute arising from the interpretation or application of this Agreement may file a grievance to the Union under the terms of this Section 24 or pursue a separate legal action, but not both. The parties agree that pursuing a grievance to arbitration under this Section 24 constitutes an election of remedies and a waiver of any and all rights by the Union or persons represented by the Union, to litigate or otherwise prosecute the grievance and its subject matter in any court or other forum.
- (b) The written grievance shall, at a minimum, contain a statement of complaint, which cites a violation of a specific part of this Agreement, a dispute on the interpretation or application of a specific provision of this Agreement, or shall cite specific areas of dispute in a disciplinary action of a non-probationary employee. The written grievance shall also contain the remedy sought.
- (c) In the event that the City files a grievance against the Union, it shall be submitted to the Union in writing (to the attention of the bargaining unit President or Vice President) and signed by the Fire Chief or City representative. If the City's grievance is not settled within thirty (30) calendar days of its submission to the Union, the City may provide the Union with written notice that it is submitting the matter directly to arbitration in the manner provided below in Section 24(f).
- (d) **Step 1:** All grievances originating from the Union and/or its members shall be presented to the Union Grievance Committee for an initial determination of merit and if the Grievance Committee decides that the grievance lacks merit, no further action shall be taken. If the Grievance Committee decides the grievance has merit, then the Union shall forward the grievance to the Fire Chief as soon as practicable after the occurrence on which the same is based, but in no event later than 30 calendar days after the occurrence upon which the grievance is based. The failure of the Union to submit such grievance to the Fire Chief within the foregoing time period shall constitute a waiver of the grievance and a bar to further action thereon.
- (e) **Step 2:** If the Union is dissatisfied with the decision of the Fire Chief, the Union may then submit its grievance to the City Manager for review. The Union must file its request for review with the City Manager, in writing, within thirty (30) calendar days after its receipt of the Fire Chief's Step 1 decision. The City Manager shall conduct a review of the matter within thirty (30) days of his/her receipt of the Step 2 grievance and shall transmit, in writing, his/her final decision to the Union President within the foregoing timeframe.

- (f) **Step 3:** In the event the grievance is not satisfactorily settled in Step 2 (described above), the Union may submit the grievance to an arbitrator as provided below in this Section 24. In the case of a grievance filed by the City, the City may submit the grievance to an arbitrator as provided below in this Section 24 (after the City complies with the requirements of Section 24(c) above).
- (f.1) The decision of the arbitrator shall be final and binding upon both parties. The arbitrator shall have no power to change, alter, detract from, or add to the provisions of this Agreement and any dismissal of the grievance by the arbitrator, whether on the merits or on procedural grounds, shall bar any further arbitration of the same issue.
  - (f.2) The expenses, if any, of the arbitrator, shall be borne equally by both parties hereto.
  - (f.3) Each party shall bear the cost of presenting its own case (including attorneys' fees and costs) in arbitration.
  - (f.4) If either party requests a stenographic record of the arbitration, the cost of said record and the stenographer's time will be borne by the requesting party. Provided, however, if the other party also requests a copy of the stenographic record, then the parties will equally split all costs charged by the stenographer/court reporter.
- (g) The time limits set forth in this Section 24 may be waived or extended by mutual agreement of the parties in writing, and the parties, by written mutual agreement, may also waive any step in the grievance procedure. Failure on the part of the City to respond within the prescribed time limits shall be construed as a negative answer, which shall allow the processing of the grievance at the next applicable step. Should the Union fail to take the grievance to the next step within the prescribed time limits, the grievance shall be deemed settled and further action shall be barred.
- (h) A grievance will be deemed waived if the grievant employee or the Union chooses to take a grievable matter to a court of law, a local, state, or federal agency, or any other forum.
- (i) For grievances regarding the discipline of an employee, only discipline exceeding a verbal warning may be submitted to arbitration.
- (j) Arbitration Procedures
- (j.1) The Union must provide the City with written notice of its intent to submit a grievance to arbitration within thirty (30) calendar days of its receipt of the City Manager's decision rendered pursuant to Step 2 in Section 24(e) above.
  - (j.2) Upon receipt of either parties' written notice of submission of a matter to arbitration, representatives of the parties will meet (either in person or by telephone conference) within fourteen (14) calendar days of the submission and shall attempt to mutually agree upon a single arbitrator to hear and decide the particular case. If the parties are unable to agree upon an arbitrator within the foregoing timeframe, then either party may apply to Washington's Public Employment Relations Commission ("PERC") for a list of nine (9) qualified arbitrators (who are non-PERC employees) located in Washington and/or Oregon. Upon receipt of this list, the arbitrator shall be selected by each party alternatively striking a name from the list until only one (1) name remains. The party entitled to make the first strike of an arbitrator's name shall be determined by the flip of a coin. The arbitrator shall be selected by the parties within fourteen (14) calendar days of their receipt of the foregoing list of arbitrators.

- (j.3) The arbitrator shall conduct a hearing at which the parties may submit their cases concerning the grievance. The arbitrator shall accept relevant evidence submitted by each party and shall be empowered to request such additional information as he/she deems necessary. Each party may call such witnesses as may be necessary. Each party may be represented by an attorney at the arbitration. The arbitrator shall be empowered to establish the procedures of the arbitration, which are not otherwise specifically articulated in this Section 24.
- (j.4) The arbitrator's decision shall be made in writing and shall be issued to the parties as soon as possible after the arbitration hearing.
- (j.5) The arbitrator, in his/her discretion, may allow the parties to submit post-hearing briefs.

#### **Section 24.2. Discipline.**

- (a) Non-probationary employees shall only be disciplined for just cause. The City shall follow, when appropriate, the concept of progressive discipline. The parties recognize that the concept of progressive discipline means that the level/degree of discipline imposed shall be based upon the severity of the offense, the misconduct, and/or performance issue(s) at hand, taking into account the subject employee's prior disciplinary record and any other relevant factors.
- (b) The levels of discipline shall be: (i) a verbal warning (reduced to writing to reflect its occurrence); (ii) written reprimand; (iii) suspension without pay; (iv) demotion; and (v) termination. When disciplining an employee, the City shall impose the level of discipline deemed appropriate taking into account the factors set forth in subsection (a) above.
- (c) The City may also, in its discretion, decide to provide employees with non-disciplinary verbal coaching/counseling and/or written memorandums of non-disciplinary coaching, counseling, and/or training to address low-level performance issues. None of the foregoing types of non-disciplinary actions are subject to the grievance procedure in this Agreement. In addition, none of these non-disciplinary actions may be used as a step in the progressive discipline process.
- (d) Prior to the imposition of discipline exceeding the level of a written reprimand, the City shall provide the subject employee with written notice of the alleged misconduct at issue. In addition, the City shall hold a pre-disciplinary meeting (also known as a "*Loudermill* Hearing") with the employee prior to the imposition of the discipline. The employee shall be afforded an opportunity to present his/her side of the issue at the *Loudermill* Hearing and may be accompanied by his/her Union representative and/or attorney. At least five (5) days before the *Loudermill* Hearing, the City shall provide the employee with the written notice described above, as well as copies of the documents upon which the City is relying to support the subject proposed discipline. Probationary employees are not entitled to receive a *Loudermill* Hearing.
- (e) The City shall give the employee a copy of any disciplinary document issued to him/her. The employee shall sign a copy of the disciplinary document acknowledging that he/she received it. Employees may submit a written rebuttal to any discipline issued to them. The City shall place said written rebuttal in the employee's file.

- (f) Employees shall have the right to have a Union representative present at any meeting, which the employee reasonably believes could result in the imposition of discipline against him/her. It shall be the employee's responsibility to ask for Union representation.

**Section 25. Strike.**

Neither the Union nor its members, agents, representatives, employees or persons acting in concert with them, shall incite, encourage or participate in a strike, walkout, work slowdown or work stoppage of any nature whatsoever. In the event of any strike, walkout, work slowdown, or work stoppage, or a threat thereof, the Union and its officers will do everything within their power to end or avert the same.

**Section 26. General Provisions.**

- (a) This Agreement shall be subject to all present and future applicable federal or state laws, executive orders of the President of the United States pursuant to law, and rules and regulations of governmental authority. Should any provision or provisions become unlawful by virtue of the above, or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the life of the Agreement.
- (b) The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no express or implied statement or previously written or oral statements shall add to or supersede any of its provisions, excepting written mutually executed Memoranda of Understanding and/or amendments.
- (c) The parties acknowledge that, during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the exercise of that right and opportunity is set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, except as otherwise provided herein, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

**Section 27. Prevailing Rights.**

All rights and privileges held by the employees as of the effective date of this Agreement, shall remain in force, unchanged and unaffected, if they have been established by conduct that meets the legal standard for a "past practice" as defined by applicable law.

**Section 28. EMT Status.**

Every member of the bargaining unit shall obtain and maintain EMT certification status while employed with the Chehalis Fire Department. Employees must obtain EMT certification within one year of their initial regular appointment, or following the first available EMT certification exam.

**Section 29. Meals.**

Employees shall provide their own meals while on shift.

**Section 30. Seniority.**

The word seniority, as the term is used in this Agreement, shall mean the length of continuous service of an individual covered by this Agreement commencing with the date of employment with the Chehalis Fire Department (or, when applicable, as a Firefighter/Engineer or Fire Captain with the Chehalis Police & Fire Services Department).

- (a) Seniority as herein defined shall not apply to bona fide supervisory training situations conducted on shift under the direction of their shift officer.

**Section 31. Educational Assistance.**

The Employer will pay tuition and books when employees attend accredited college courses approved by the Employer and subject to the terms and conditions set forth herein.

- (a) To be eligible for reimbursement of approved college courses under this Section 31, the employee must obtain a grade of "C" or better in the respective class.
- (b) Employees desiring to receive educational reimbursement under this Section 31 shall first complete an educational plan and submit the same to the Fire Chief (or his/her designee) for approval. The education plan must set forth the type of college degree the employee is seeking to earn.

**Section 32. Shift Assignments.**

The Fire Chief shall provide shift assignments to each employee by November 1<sup>st</sup> for the following calendar year. These shift assignments will only be changed for legitimate operational reasons.

**Section 33. Probationary Period.**

New employees shall be subject to a probationary period of twelve (12) months of continuous service with Employer commencing upon the employee's hiring into a bargaining unit position under this Agreement. During this period, such employee may be terminated or otherwise disciplined at the discretion of Employer without recourse to the grievance procedure in this Agreement. At the discretion of Employer, an employee's probationary period may be extended for a period commensurate with the employee's absence from work. Termination or other discipline as a result of a probation extension shall not be subject to the grievance procedure.

**Section 34. Direct Deposit.**

Employer may pay employees via direct deposit.

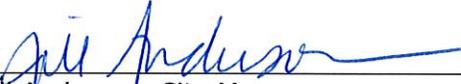
**Section 35. Term of Agreement.**

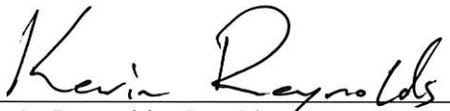
This Agreement shall become effective at 12:01 o'clock a.m. on January 1, 2020, and shall continue in effect through and including December 31, 2022.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 13<sup>th</sup> day of January 2020.

CITY OF CHEHALIS, WASHINGTON

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 2510

By:   
Jill Anderson, City Manager

By:   
Kevin Reynolds, President

**APPENDIX A**  
**BETWEEN**  
**CITY OF CHEHALIS, WASHINGTON**  
**AND**  
**CHEHALIS FIRE DEPARTMENT**  
**LOCAL UNION NO. 2510 OF THE**  
**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**

**A.1**

December 25, 2019 through December 24, 2020 wages (represents a 2% increase)

Classification	Step A	Step B	Step C	Step D	Step E
Firefighter/Engineer	\$4,936	\$5,171	\$5,418	\$5,678	\$5,947
Captain	\$5,841	\$6,014	\$6,411	\$6,727	\$7,045

December 25, 2020 through December 24, 2021 wages (represents a 2% increase)

Classification	Step A	Step B	Step C	Step D	Step E
Firefighter/Engineer	\$5,035	\$5,274	\$5,526	\$5,792	\$6,066
Captain	\$5,958	\$6,134	\$6,539	\$6,862	\$7,186

December 25, 2021 through December 24, 2022 wages (represents a 1.5% increase)

Classification	Step A	Step B	Step C	Step D	Step E
Firefighter/Engineer	\$5,111	\$5,353	\$5,609	\$5,879	\$6,157
Captain	\$6,047	\$6,226	\$6,637	\$6,965	\$7,294

**APPENDIX B**  
**BETWEEN**  
**CITY OF CHEHALIS, WASHINGTON**  
**AND**  
**CHEHALIS FIRE DEPARTMENT**  
**LOCAL UNION NO. 2510 OF THE**  
**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**

Vacation and Holiday Accrual Schedule

Completed Years of Service	Vacation Hours Accrued Rate Per Month	Holiday Hours Accrued Rate Per Month	Total Hours Accrued Per Month	Total Hours Accrued Annually
0	8	8.66	16.66	199.92
1	8	8.66	16.66	199.92
2	8	8.66	16.66	199.92
3	8	8.66	16.66	199.92
4	8	8.66	16.66	199.92
5	12	8.66	20.66	247.92
6	12	8.66	20.66	247.92
7	12	8.66	20.66	247.92
8	12	8.66	20.66	247.92
9	12	8.66	20.66	247.92
10	12	8.66	20.66	247.92
11	12	8.66	20.66	247.92
12	14	8.66	22.66	271.92
13	14	8.66	22.66	271.92
14	14	8.66	22.66	271.92
15	14	8.66	22.66	271.92
16	14	8.66	22.66	271.92
17	14	8.66	22.66	271.92
18	14	8.66	22.66	271.92
19	14	8.66	22.66	271.92
20 or more	16	8.66	24.66	295.92

## **MEMORANDUM OF UNDERSTANDING**

The City of Chehalis and IAFF, Local 2510, hereby agree to the following terms as part of the resolution of their 2020-2022 Collective Bargaining Agreement.

The intent of the parties in entering into this Memorandum is to supplement the existing language that is contained in Section 16 of their collective bargaining agreement, and to incorporate this Memorandum into Section 16 of their collective bargaining agreement. This Memorandum is subject to the parties' grievance procedure.

- 1) The ERS will be updated before leave is taken.
- 2) The PAS board in the fire station will be maintained.
- 3) The current practice of the parties regarding vacation selection and utilization will be maintained except as is specifically set forth in this Memorandum.
- 4) The current practice of the parties regarding vacation selection and utilization includes but is not limited to the following working conditions: bargaining unit members have the right and ability to take vacation leave on short notice (for instance, during the same shift that a request is made) provided minimum staffing (currently 2 bargaining unit members) is maintained; once approved, vacation leave is not provisional and cannot be cancelled by the City; vacation leave can be taken in minimum blocks of 1 hour, followed by ½ hour increments; the Shift Captain has the authority to approve vacation leave requests, including short notice requests.
- 5) As part of this Memorandum, the Fire Chief will be electronically notified as soon as possible about any vacation leave request that is made with less than 72-hours notice. However, the same standard that is set forth in paragraph 4 above would be applicable to the approval of such a short notice vacation leave request, regardless of whether the Shift Captain or the Fire Chief made the determination about whether to approve the short-term vacation leave request in a particular instance. If the Fire Chief did not respond to electronic notice of a vacation leave request within one hour in a particular instance, the Shift Captain would then proceed to act on the request using the current practice.
- 6) In the case of "same shift" requests to take vacation leave, and only in those cases, (i.e., in cases where a bargaining unit member asks for the first time to take vacation leave during the same shift in which the member wants to utilize their vacation leave), any approval of the vacation leave request would be provisional and subject to an "all call" emergency call back. If a regional "all call" emergency (major earthquake, major flooding, Mt. St. Helens erupting, etc.) occurred subsequent to approval of the vacation leave request, but before the member had left the fire station to utilize their vacation leave, and only under those circumstances, then approval for the leave would be rescinded. Vacation leave requests would not be rescinded in more routine call back situations. If a member is requested to return from "same shift" leave time in the absence of an "all call" emergency, the member would have the option to choose whether to return or to remain away for the duration of the approved leave before returning. If a regional "all call" emergency occurred after a bargaining unit member had left the fire station in order to utilize their vacation leave, then that member would be subject to the same expectations as would be the case with any off-duty member in the event of a regional "all call" emergency during the duration of their vacation leave. In the event of an "all call" emergency call back, members returning to work from a "same shift" leave will be compensated at the ordinary hourly rate and unused but approved "same shift" leave time would be credited back.

7) As part of this Memorandum, the Fire Chief and the Shift Captain may build a mutually agreeable schedule that would ensure minimum staffing of three was maintained on a limited number of dates when special events (like training) were occurring, provided there was sufficient advance notice provided to bargaining unit members so that they had reasonable notice that, in effect, short notice vacation requests would not be granted on those dates.

8) The parties will agree to continue to evaluate in a collaborative fashion the current practice that is in place regarding vacation leave selection and utilization during the rest of the term of their collective bargaining agreement through mutually agreeable forums, such as labor management meetings, etc.

Dated: January \_\_\_\_, 2020.

  
\_\_\_\_\_  
Jill Anderson  
Chehalis City Manager

  
\_\_\_\_\_  
Kevin Reynolds  
IAFF, Local 2510 President

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