

Thurston County Fire Protection District 8

DISTRICT POLICY MANUAL



POLICY TITLE:	Annual & Sick Leave
POLICY NUMBER:	3-12-PO-00
REVISION:	7
DATE ISSUED/REVISED:	
BOARD APPROVAL SIGNATURE:	

The District shall provide annual and sick leave benefits to qualified employees. Unpaid leave shall be provided as per the provisions of the Washington Law Against Discrimination (RCW 49.60), Washington Family Leave Act (RCW 49.78), Workers' Compensation Act (Title 51 RCW) and any other applicable law, regulation or authority. Specifications for annual and sick leave for bargaining unit staff are covered under the current District Collective Bargaining Agreement ("CBA") with IAFF Local 2903.

I. Annual Leave: Employees are encouraged to utilize their annual leave benefit to promote a healthy, well-rounded life style. All requests for annual leave must be made in advance to and approved by the supervisor as designated by the employee's job description; provisions for employees represented by the CBA shall apply. No annual leave may be granted for any new employee until that employee has completed six (6) consecutive months employment with the District unless approved by the Fire Chief or designee.

Employees shall notify their supervisor of desired leave dates as far in advance as possible, and may be required to use alternate dates if a conflict exists with work or other leave requests from other paid staff members. Provisions for scheduling annual leave for bargaining unit employees will be governed by terms of the current CBA.

No more than the time accrued at start of the annual leave period may be taken. Unless otherwise approved by the Fire Chief, a maximum of a two-week limit for any continuous block of annual leave is allowed due to impacts for other employee's. Any changes to annual leave scheduling after posting may be approved by the Fire Chief or designee if mutually agreed to by any other employees affected.

II. Annual Leave Accrual: Annual leave shall be computed for each non-bargaining unit employee based upon their years of continuous service according to the schedule as outlined in the table below:

Years 1 and 2:	10 hours per month
Years 3 and 4:	12 hours per month
Years 5, 6, 7:	14 hours per month
Years 8, 9, 10, 11:	16 hours per month
Years 12, 13, 14, 15:	18 hours per month
Years 16, 17, 18, 19:	20 hours per month
Year 20 and beyond:	22 hours per month

Provisions for annual leave accrual for bargaining unit employees will be governed by terms of the current CBA.

No more than 240 hours of annual leave may be accumulated by an employee as of January 1st of each year; from January 2nd through December 31st of each year, employees may have an accrued annual leave balance in excess of 240 hours. An exception to the 240 hour leave balance limit may be specifically granted by the Board as recommended by the Fire Chief. Leave balances shall be maintained by the District Secretary based upon the sum of normal accumulation and recorded annual leave taken.

III. Annual Leave Cash Out: Full-time fully-compensated non-bargaining unit employees may cash out up to 96 hours of accrued, but not used, annual leave each calendar year. Employees desiring to cash out annual leave must provide a written or electronic request to the District Secretary, no later than November 1st of the applicable year. Payment shall be provided to the employee no later than the last payroll period of December of the applicable year.

Upon separation of employment in good standing of a full-time, fully-compensated employee shall have 100% of their accrued but unused annual leave balance, up to a maximum of 240 hours, cashed out at their current rate of pay.

The receipts of the annual leave cash out may be deposited into the employee's Health Reimbursement Account if so directed by the employee or authorized trustee/executor.

Provisions for bargaining unit employees shall be governed by the CBA.

IV. Sick Leave: Sick leave may be used for any purpose permitted under Washington or federal law. Time taken off will be deducted from the employee's sick leave account as provided.

V. Sick Leave Accrual: Sick leave is accumulated at a rate of one (1) day per month worked, up to a total of one-hundred-twenty (120) days total credit, for full-time non-bargaining unit employees. Provisions for accrual of sick leave for bargaining unit employees will be governed by terms of the current CBA. Part-time employees shall accrue sick leave as provided by RCW 49.46.210 and any other applicable Washington State law. Sick leave may be available to part-time employees at the discretion of the Fire Chief with approval of the Board (at a rate proportional to the average number of hours scheduled to be worked). Leave balances shall be maintained by the District Secretary based upon the sum of normal accumulation and recorded sick leave taken.

VI. Sick Leave Cash Out: Upon separation from employment from the District; a fully-compensated full-time employee with five (5) or more years of continuous service to the District, the District shall cash out 25% of the employee's accrued but unused sick leave at his/her current rate of pay. Further, if such separation is due to a disability or death incurred within the scope of his/her employment for the District, such cash out shall be 100% of the accrued but unused sick leave balance. The receipts of the sick leave cash out may also be deposited into the employee's Health Reimbursement Account or Deferred Compensation Account if so directed by the employee or authorized trustee/executor. Employees may split the cash out amount between the foregoing options.

VII. Holidays: Full-time non-bargaining unit employees shall be paid for twelve holidays. Bargaining unit employees' holidays shall be subject to the terms and conditions of the CBA. "Personal holidays" are defined as a holiday when each full-time employee may select a day each calendar year to take leave. Application for this holiday shall be consistent with the procedures used for annual leave. Whenever any legal holiday falls on a Saturday, the proceeding Friday shall be the holiday. Whenever a legal holiday falls on a Sunday, the following Monday shall be the holiday.

Paid holidays off include:

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| • New Years Day | January 1 st |
| • Martin Luther King Jr. Birthday | 3 rd Monday in January |
| • Presidents Day | 3 rd Monday in February |
| • Memorial Day | Last Monday of May |
| • Juneteenth | June 19 th |
| • Independence Day | July 4 th |
| • Labor Day | 1 st Monday in September |
| • Veteran's Day | November 11 th |
| • Thanksgiving Day | 4 th Thursday in November |
| • The day immediately following Thanksgiving Day | 4 th Friday in November |
| • Christmas Day | December 25 th |
| • Personal Holiday | As scheduled. |

Under Chapter 168, Laws of 2014 (effective June 12, 2014), fire districts are required to provide employees with two unpaid holidays per calendar year for reasons of faith or conscience or for an organized activity conducted under the auspices of a religious denomination, church or religious organization. Administration of these two unpaid holidays will be the same as that used by the District for paid personal holidays, except that the employee will not be paid for those two days.