

This agreement is entered into by and between SNOHOMISH COUNTY, hereinafter referred to as the Employer, and the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS UNION LOCAL #2597, hereinafter collectively referred to as the Union.

ARTICLE 1 - PREAMBLE

The purpose of this Agreement is to provide for the wages, hours and working conditions between the Employer and the Union. We strive to do this ~~is~~ in a harmonious fashion with the respect of each party. We each understand that there may be issues which arise from time to time and commit to maintain positive attitudes, sustain ongoing operations and use this Agreement to resolve any such issues. ~~—All references denoting gender used in this Agreement are intended and shall be construed to apply equally to either gender.~~

ARTICLE 2 - RECOGNITION

Section 2.1. Exclusive Bargaining Agent. The Employer recognizes the Union as the exclusive bargaining agent for all members of the bargaining unit as defined in paragraph 2.2 below.

Section 2.2. Recognition. The unit recognized by the Employer and represented by the Union shall include all uniformed employees, as defined by statute, of the Snohomish County Airport Fire Department exclusive of the Airport Fire Chief and Airport Assistant Fire Chief; provided, however that the status of additional fire department positions/employees shall be subject to determination by bargaining or unit clarification.

ARTICLE 3 - UNION SECURITY

Section 3.1. Union Membership. The parties agree that it is not a condition of employment to be a member of the Union based upon the Supreme Court's ruling in Janus v. AFSCME in 2018. However, in order to preserve solidarity, employee benefits and job security, the Union encourages all eligible employees to become a union member and remain a union member in good standing. The Union believes that union membership is a means to ensure the acquisition and maintenance of excellent benefits and job security.

Section 3.2. New Employee Information. The parties agree that the Employer will provide the Union access to new employees as provided in RCW 41.56.037 on paid time to provide information about the Union as the exclusive bargaining representative for the new employee and collect union dues deduction cards. No employee shall be mandated to attend the meeting or presentation by the Union.

Section 3.3. Dues Deduction. The Employer shall deduct the monthly amount of dues as certified by the designated officer of the exclusive bargaining representative for each member of the bargaining unit who has authorized the Employer to make such deductions in writing and shall transmit the same to the designated officer of the exclusive bargaining representative. Authorizations to deduct union dues shall remain valid until revoked by the employee in writing.

Section 3.4. Indemnification. The Union shall indemnify the Employer and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by

reason of, any action taken by the Employer for the purpose of complying with the provisions of Article 3 – Union Security.

ARTICLE 4 - PROTECTION OF RIGHTS

Section 4.1. Management Rights. The Employer has the exclusive right to manage its affairs, to direct and control its operations, and independently to make, carry out and execute all plans and decisions deemed necessary in its judgment for its welfare, advancement, or best interests. Such management prerogative shall include all matters not specifically limited by the agreement herein.

Section 4.2. Job Descriptions. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the public employee.

ARTICLE 5 - HOURS OF WORK

Section 5.1. Hours of Work Established. The hours of work and work schedules shall be established by the Employer to be consistent with the terms of this Agreement.

Section 5.2. Temporary Changes. Temporary changes in shifts (duration in hours and cycle of days) may be made by the Employer on an emergency basis for the duration of the emergency. A temporary change in shift for an individual employee shall be limited to six (6) months unless the employee agrees to a longer period of time. If a replacement for an individual is needed volunteers will be considered first. If nobody volunteers, the employer has the right to assign. An emergency shall be defined as insufficient personnel available in the department as a result of actions or occurrences not occasioned by the Employer to provide the required services.

Section 5.3. Work Period. The work period and the public employee's work schedule, except as identified in ~~subsection 5.7~~ Section 5.7 below, shall have the following characteristics:

- A. The Employer has implemented a regular work schedule which provides for a twenty-four (24) hour shift. The work period for the twenty-four (24) hour shift shall be a twenty-four (24) day cycle which began on January 1, 2004 at 0730 hours and ended at 0729 twenty-four (24) days later. The cycle repeats every twenty-four (24) days thereafter.
- B. The regular straight time hours worked on the twenty-four (24) hour shift schedule shall not exceed ~~2496-2400~~ hours per average calendar year for 2025 or an average of ~~48-approximately forty-six and fifteen hundredths~~ (46.15) hours per week over an average calendar year. Each bargaining unit member is required to fill one hundred ~~104-(100)~~ twenty-four (24) hour shifts per year. Approved leave is deducted from this total. The specific schedule shall consist of twenty-four (24) hours on duty, followed by forty-eight (48) hours off duty, followed by twenty-four (24) hours on duty, followed by ninety-six (96) hours off duty, then repeated (a.k.a. 1-2-1-4). Effective with the 2026 schedule (1/05/26), employees will not be scheduled for any debit days and will be scheduled to work 2184 hours per average calendar year or an average of approximately 42 hours per week.

- C. Debit days will be scheduled by the Fire Chief to bring each ~~member's~~ employee's schedule up to one hundred ~~104~~ (100) shifts per year in 2025. Debit days shall not be rescheduled without authorization of the Fire Chief. Debit days will be eliminated beginning with the 2026 schedule.
- D. If a debit day is scheduled during a period for which ~~an employee member~~ is applying for vacation, the coverage of that debit shift may be done in one of three ways:
1. The twenty-four (24) hour debit day can be deducted from the ~~member's~~ employee's vacation accrual.
 2. The debit day may be rescheduled – provided that such rescheduling has no adverse impact on the overall shift scheduling.
 3. ~~Members-Employees~~ may make trades between themselves to cover each other's debit day. The Fire Chief will be notified of any trades made for this purpose.

Section 5.4. Emergency Response. Employees shall respond to emergencies during any break period.

Section 5.5. Work Schedule Changes. Changes made in the regular work schedule during the term of or after the expiration of this Agreement shall be pursuant to the requirements and procedures of RCW 41.56.

Section 5.6. Temporary Schedule with Reduced Hours. An employee assigned a temporary shift schedule with reduced hours for training or other authorized projects will not suffer a loss of pay owing to the reduced hours. A temporary shift schedule shall not exceed ninety (90) calendar days unless by mutual agreement of the employer, the union and the employee.

Section 5.7. Forty (40) Hour Schedules. An employee filling the positions of Fire Fighter/Mechanic I, ~~and~~ Firefighter/Mechanic II and full-time dedicated training officer positions will be normally assigned a forty (40) hour work week. However, the Employer may temporarily assign such employees to a twenty-four (24) hour shift schedule on an as needed basis.

Section 5.8. Maximum Hours Worked. 24-hour employees may not work more than forty-eight (48) hours unless the alternative is another employee is mandated to work overtime. In such case, employees will be limited to seventy-two (72) hours after which they will be required to have a twenty-four (24) hour rest period except in unusual emergency situations and only with the approval of the Fire Chief or designee.

ARTICLE 6 - TEMPORARY SCHEDULES

Employees employed as twenty-four (24)-hour employees who are temporarily assigned to a forty (40)-hour schedule shall continue to receive the holiday premium identified in Article 8 for those

months and be expected to work the holidays (or accounting for those holidays) as they fall in their schedule, including newly hired employees who have yet to be assigned a twenty-four (24)-hour shift. Employees on this temporary forty (40)-hour schedule will also be relieved of one (1) debit day for each complete twenty-four (24)-day cycle they are on this forty (40)-hour schedule. Employees employed in a forty (40)-hour position on a temporary twenty-four (24)-hour schedule will receive the holiday premium for those months on that schedule (pro-rated if they observed holidays in their forty (40)-hour assignment) and be expected to work the holidays (or accounting for those holidays) as they fall in their schedule. When an employee returns to the forty (40)-hour schedule, their holiday choice (either holiday premium or observed holidays) shall revert back to what was selected, unless the New Year has passed and they made a selection by December 1st of the preceding year or are defaulted as provided for in Article 8, Section 8.3.A.

ARTICLE 7 - OVERTIME

Section 7.1. Overtime Pay. Overtime pay shall be paid for any work authorized and performed in excess of that provided by this Agreement or by the public employees established shift schedule to be paid at the rate of time and one-half (1 ½).

Section 7.2. Overtime Defined. Overtime as used in this Agreement shall mean that time a public employee works in excess of the established work period.

Section 7.3. Overtime Increments. All overtime shall be compensated for in increments of fifteen (15) minutes with the major portion of fifteen (15) minutes being paid as fifteen (15) minutes.

Section 7.4. Compensatory Time Off. Overtime shall be paid at the rate of one-and-one-half (1 ½) times the employees' straight time rate of pay, provided that ~~compensable-compensatory~~ time off at the rate of one-and-one-half (1 ½) times for the time worked in lieu of paid overtime may be given if requested by the Employee and approved by the designated representative of the Employer.

Section 7.5. Call-back Time. Uniformed employees called back to service after completing required duty and having left the place of duty shall be compensated for actual time spent, but in no event shall such compensation be less than two (2) hours at the overtime rate. The two (2) hour minimum shall not apply to hours consecutive to the start of the employee's regular shift.

Section 7.6. Taking Compensatory Time Off. Accrued compensatory time off shall be taken at a time convenient to the employee if not detrimental to the Fire Department but must be taken within the time period required by the Fair Labor Standards Act if that Act is applicable.

Section 7.7. "Tone Out" or Mandatory Overtime. An off-duty, uniformed employee responding to a "tone out" or assigned mandatory overtime based on an immediate need shall be compensated from "tone out" or mandatory assignment for travel to the designated site; provided that, ~~unless approved by the duty officer,~~ the maximum compensated travel time will be ~~one and one-half two (1-½2)~~ hours. Employees responding to a "tone out" shall be considered "on-duty" for the duration of the alarm or until released by the duty officer.

Section 7.8. Assignment of Overtime – Regular Overtime Rules. Assignment of Overtime – Regular Overtime Rules – Overtime assignment shall be in accordance with “IAFF Local 2597 Overtime Rules Amended 6/9/22” as currently written. These rules can be modified by the Union and or management, i.e., the Fire Chief. Any side desiring to amend these rules shall give the other side a thirty (30) day notice of desiring to amend the rules and the proposed change. The receiving side shall have thirty (30) days to review the proposed change. After the review period the Union and management shall meet no later than seven (7) days after the thirty (30) day review period to discuss the desired change. There will be no change to the rules unless both the Union and management agree on the requested/proposed change. When both the Union and management agree upon a change to the rules, the new rules shall be memorialized by the Union and titled “IAFF Local 2597 Overtime Rules Amended DATE”. This rule change will be signed by the union and management, i.e. the Fire Chief. This document will be distributed to all employees and placed on the Union bulletin board for reference.

ARTICLE 8 - HOLIDAYS

Section 8.1. Floating Holidays. All employees shall receive one (1) floating holiday of twenty-four (24) hours each calendar year which shall accrue on January 16th and which shall be scheduled at the request of the employee upon approval of the Airport Fire Chief. New employees shall not be eligible for the floating holiday until completion of six (6) months of service. If the last fifteen (15) days of this six (6) month period falls in December, the last fifteen (15) days may be waived to allow the employee to use this leave. New employees hired after June 30th shall not be eligible for a floating holiday.

Section 8.2. Pay in Lieu of Holidays. When working a twenty-four (24) hour shift schedule, in lieu of all other holidays, employees shall be paid five and one-half percent (5.5%) of their annual base salary with their end-of-November paycheck, calculated on their salary rate in effect at the time of such payment. New hires and separating employees will be paid a pro-ration of the holiday premium based on the months worked in the year.

Section 8.3. Observed Holidays and Pay. Employees normally assigned a forty (40) hour work schedule shall receive holiday pay for the legal holidays designated by R.C.W. 1.16.050 as a legal holiday (excluding Sundays). ~~The current following County~~ observed holidays are:

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
~~Day after Thanksgiving Day~~
Native American Heritage Day
Christmas Day

First day of January
Third Monday of January
Third Monday of February
Last Monday of May
Nineteenth day of June
Fourth day of July
First Monday of September
Eleventh day of November
Fourth Thursday of November

Day immediately following Thanksgiving
Twenty-fifth day of December

When any such holiday occurs on a Saturday, the holiday will be observed on the preceding Friday, and when the holiday occurs on a Sunday, the holiday shall be observed on the following Monday.

- A. Employees will have the option of observing holidays recognized by the County or being paid five and one-half percent (5.5%) of their annual base salary with their end-of-November paycheck, calculated on their salary rate in effect at the time of such payment in lieu of receiving holiday time off for holidays recognized by the County. The choice shall be one or the other, not a combination of the above two. The option shall be exercised in writing by the affected employees individually to the Fire Chief on or before December 1st to take effect on January 1st of the succeeding calendar year. If either option is not communicated in writing to the Fire Chief by December 1st to take effect on January 1st of the succeeding calendar year, the holidays shall be observed.
- B. In the event an employee who elected to observe holidays is subsequently assigned to a twenty-four (24) hour shift schedule during a period that includes one (1) or more holidays, the employee will receive a prorated portion of the five and one-half percent (5.5%) benefit described above in lieu of observing the holiday(s).

ARTICLE 9 - VACATIONS

Section 9.1. Accrual. Each public employee shall accrue annual leave with pay for the number of working hours corresponding to the following schedules:

Employees working forty (40) hour work weeks:

<u>Period Covered</u>	<u>Total Annual Vacation Hours</u>
Date of employment to 1st anniversary (1st year)	96 hours
Date of 1st anniversary to 2nd anniversary (2nd year)	120 hours
Date of 2nd anniversary to 5th anniversary (3rd – 5th years)	144 hours
Date of 5th anniversary to 9th anniversary (6th – 9th years)	168 hours
Date of 9th anniversary to 13th anniversary (10th – 13th year)	192 hours
Date of 13th anniversary to 17th anniversary (14th – 17th years)	216 hours
Date of 18th <u>17th</u> anniversary and thereafter	240 hours

Employees working twenty-four (24) -hour shifts:

<u>Period Covered</u>	<u>Total Annual Vacation Hours</u>
Date of employment to 1st anniversary (1st year)	96 hours

Date of 1st anniversary to 2nd anniversary (2nd year)	120 hours
Date of 2nd anniversary to 5th anniversary (3rd – 5th years)	144 hours
Date of 5th anniversary to 9th anniversary (6th – 9th years)	174 hours
Date of 9th anniversary to 13th anniversary (10th – 13th year)	204 hours
Date of 13th anniversary to 17th anniversary (14th – 17th years)	234 hours
Date of 18th <u>17th</u> anniversary and thereafter	264 hours

Effective January 1, 2026, accruals for employees working twenty-four (24) hour shifts shall be reduced to the same level as employees working forty (40) hour work weeks.

Entitlement to Vacation shall accrue while on pay status and shall be pro-rated for any leave without pay hours. Extra duty hours (e.g. overtime, call back) will not be included in annual leave computation.

Section 9.2. Annual Leave – Maximum Accrual. An employee's accrued unused annual leave may not exceed three hundred twenty (320) hours on December 31st of each year, excluding the December 31st accrual. Annual leave accrued and unused in excess of that permitted by this Section shall be forfeited. Subject to proration for any leave without pay Aa new employee hired on the first (1st) through the fifteenth (15th) of the month shall receive a full month's accrual. Subject to proration for any leave without pay Aa new employee hired on the sixteenth (16th) through the end of the month shall receive half a month's accrual. Subject to proration for any leave without pay Aa an employee separating on the first (1st) through the fifteenth (15th) of the month shall receive a half month's accrual. Subject to proration for any leave without pay Aa an employee separating on the sixteenth (16th) through the end of the month shall receive a full month's accrual.

Section 9.3. Accounting for Use. Except as provided in Section 9.2, no annual leave shall be deducted from that accrued until:

- A. It is actually used; or
- B. The uniformed employee agrees to deduction in lieu of other discipline; or
- C. There is a lump sum settlement.

Section 9.4. Lump Sum Settlement. Upon termination from all Snohomish County employment, employees who have completed six (6) months of service shall be paid a lump-sum settlement for the number of hours of annual leave accrued and not deducted or forfeited, up to a maximum of three hundred twenty (320) hours. The number of hours of accrued leave available for the pay-out shall be multiplied by the standard hourly rate to determine the maximum lump-sum settlement. The formula for computing the standard hourly rate is:

Annual Salary = Standard Hourly Rate X Standard Work Hours in a Year.

Section 9.5. Transfer, Leave of Absence and Termination. Any uniformed employee transferring from one department or office to another or granted a leave of absence for more than one (1) month or rehired within one (1) year shall accrue annual leave benefits based on the total time of active employment with Snohomish County. In the event of a transfer, leave of absence for more than a month, or rehire within one (1) year, the employment anniversary date shall be adjusted to reflect the actual period of active duty employment. Any uniformed employee rehired more than one (1) year after termination shall accrue annual leave benefits on the same basis as a person never before employed by Snohomish County. An individual on sick leave or paid disability leave shall, for purpose of this Section, be deemed to be on active duty employment.

Section 9.6. Authorization. Annual leave shall be taken at the time requested by the uniformed employee in accordance with seniority as provided in Article 15, except that:

- A. Leave shall be at a time when it will not impair the efficiency of the department as determined by the Airport Fire Chief; ~~and.~~
- B. If the Airport Fire Chief determines that the nature of the work is such that no employees or a limited number of employees may be on vacation at a given time, ~~he/she the Chief~~ may establish non leave periods and priority lists for assigning the order in which leaves may be taken.

If a non-leave period or priority period is established after an employee has made trip purchases during the employees scheduled or approved time off, the Employer shall reimburse the employee for any non-refunded travel expenses if the employee is subsequently required to report to work. Proof of non-refundable prior purchase shall be required for reimbursement.

- C. If vacation requested lowers staffing to level at which overtime is required to maintain minimum level of service, it shall be requested forty-five (45) days prior to the date at which it will be taken to allow the Fire Chief the opportunity of filling the shift with a debit day.

If vacation requested lowers staffing to a level at which overtime is required to maintain minimum level of service falls within the above stated forty-five (45) days, approval shall be determined on a one-by-one basis by the Fire Chief or ~~his/her~~ designee.

- D. Employees working twenty-four (24) hour shifts shall be restricted to using leave in increments of at least one-half (1/2) day or twelve (12) hours. These increments shall be defined as the first half or last half of the shift, or the entire shift. Exceptions may be considered by Fire Chief.

Section 9.7. New Hire Eligibility. New employees shall not be eligible for vacation during their first six (6) months of employment or as approved by the Fire Chief.

Section 9.8. Paid Family Medical Leave. The County will continue to administer paid family medical leave (PFML) in accordance with state guidelines and requirements. If the County allows supplementation of these benefits with paid leave for any other employee group, that application shall automatically apply to this bargaining unit as well.

ARTICLE 10 - SICK LEAVE

Section 10.1. Accrual. After the first six (6) months of employment, each employee shall accrue sick leave for each calendar month of the uniformed employee's active service. Employees working twenty-four (24)-hour shifts will accrue sick leave at a rate of thirteen and sixty-four one-hundredths (13.64) hours per month; employees working forty (40) hour work weeks will accrue sick leave at a rate of ten and one-half (10.5) hours per month. Effective January 1, 2026, accruals for employees working 24-hour shifts shall be reduced to the same level as employees working forty (40) hour work weeks. Accumulated sick leave shall be allowed to each full-time employee and shall be pro-rated for any leave without pay hours. All sick leave accrued by current Snohomish County policy shall be included with all future accumulation. The total accumulation shall be unlimited.

A new or lateral employee will be front loaded with six (6) months of sick leave. Subject to proration for any leave without pay aA new employee hired on the first (1st) through the fifteenth (15th) of the month shall receive a full month's accrual. Subject to proration for any leave without pay aA new employee hired on the sixteenth (16th) through the end of the month shall receive half a month's accrual. Subject to proration for any leave without pay aAn employee separating on the first (1st) through the fifteenth (15th) of the month shall receive a half month's accrual. Subject to proration for any leave without pay aAn employee separating on the sixteenth (16th) through the end of the month shall receive a full month's accrual.

~~The month following ratification, each employee in the bargaining unit shall be credited with a non-precedent setting one time lump sum deposit of 175 hours of sick leave to their sick leave bank.~~

Section 10.2. Authorization. Sick leave shall be taken as needed up to the limit of accrual on occurrence of the following conditions:

- A. Personal illness or physical incapacity which render the public employee unable to perform the duties of his/her the position.
- B. Enforced quarantine in accordance with health regulations.
- C. The Washington Family Care Act allows an employee to use any or all of the employee's choice of paid time off that is provided for under the terms of this Agreement to care for:
 1. A child of the employee with a health condition requiring supervision or,

2. A spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or emergency condition.

Use of available paid time off for these reasons shall be according to the provisions of the Washington Family Care Act (RCW 49.12.270). A doctor's verification may be required for use of such paid time off.

- D. Care of a familiar member as may be required under State or Federal Law.

Section 10.3. Limitations. To qualify for sick leave payment after the third (3rd) day of sick leave a uniformed employee, if requested by the Airport Fire Chief to furnish proof, shall, on such demand, furnish a physician's proof of illness, quarantine or incapacity.

Section 10.4. Extended Sick Leave. If the period of illness, quarantine or incapacity for which sick leave is granted extends beyond the uniformed employee's accrued sick leave, the employee may utilize any other paid leave time available to ~~him/her the employee~~ and may take leave of absence without pay or benefits for a reasonable period of time not to exceed six (6) months for non-occupational disability or twelve (12) months for occupational disability.

Section 10.5. Transfer. Any public employee transferring from one department or office to another shall retain all accrued and unused sick leave benefits. Any employee rehired within one (1) year after termination, who, within sixty (60) days after rehire reimbursed the Employer for any lump sum sick leave settlement paid ~~him/her the employee~~ shall retain all accrued and unused sick leave benefits. Reimbursement shall be in one lump sum.

Section 10.6. Severance, Death and Retirement Provisions. ~~Employees must resign in good standing or be laid off to be eligible for sick leave benefits at separation.~~ Upon ~~termination~~ separation from all Snohomish County employment, an employee shall be paid for that number of working hours of accrued unused sick leave as are permitted by the following table:

<u>Length of Service</u>	<u>Max. No. Of Hours</u>
Date of employment to 5th anniversary	0
Date of 5th anniversary to 10th anniversary	42.1
Date of 10th anniversary to 15th anniversary	84.2
Date of 15th anniversary to 20th anniversary	126.3
Date of 20th anniversary to termination date	252.6

Upon separation, employees with twenty (20) or more years of service or who are sixty-five (65) years of age or older will be paid a lump-sum payment of ten percent (10%) of accrued sick leave remaining in the sick leave account after the base cash payment made above.

Upon separation for the purpose of receiving LEOFF II retirement benefits, an employee may exchange unused accrued sick leave for retiree medical coverage subject to the following provisions:

- A. Leave to be exchanged shall be only that leave which remains after the employee has been compensated in accordance with the provisions above, if applicable. Leave may be exchanged on the basis of one hundred (100) hours of exchanged leave shall equal one (1) month of paid medical coverage for a retiree or retiree and spouse in the county's retiree medical program.
- B. Leave may be exchanged only in one hundred (100) hour increments, to a maximum of twelve hundred (1,200) hours.
- C. Leave which is not used, exchanged or compensated for prior to or upon termination shall be forfeited.
- D. Upon the death of a retiree, a surviving spouse who has been enrolled in the retiree medical plan may remain on the plan until paid medical coverage in Subsection B of this Section has been exhausted.

Section 10.7. Payment Upon Employee Death. Upon death of any employee in active service with Snohomish County, ~~his/her the employee's~~ estate shall be paid one hundred percent (100%) of accumulated sick leave in accordance with the above table in addition to any other cash out or pay out provided to a separated employee. An employee is deemed on active service for purpose of this Section if ~~he/she the employee~~ is on duty status, or is on annual leave, sick leave, bereavement leave, jury duty or other leave provided the employee is in a paid status.

Section 10.8. Lump Sum Settlement. Any such payment shall be made as a lump-sum settlement for the number of hours provided for in this Section at a rate of pay established by multiplying the eligible pay out hours by the standard hourly rate. The formula for determining the standard hourly rate is:

$$\text{Annual Salary} = \text{Standard Hourly Rate} \times \text{Standard Work Hours in a Year.}$$

Section 10.9. Disability Leave Supplement. This Article shall not limit employees' rights to disability leave supplement as required by law.

ARTICLE 11 - BEREAVEMENT LEAVE

Upon notification, the Fire Chief or ~~his/her~~ designee shall grant a public employee bereavement leave with pay in the event of death in the immediate family of the employee. The leave with pay shall include scheduled workdays and will be scheduled with the Fire Chief or ~~his/her~~ designee with the following parameters:

Employees working a twenty-four (24) hour shift shall be entitled to not more than two (2) scheduled workdays. An additional scheduled workday off with pay may be approved by the Employer if the employee is the personal representative or trustee of the estate of the deceased or if the employee is required to travel a one-way distance of more than five hundred (500) miles from place of employment. Maximum number of working days shall be three (3) days.

Employees on a forty (40) hour schedule shall be eligible for up to three (3) working days of bereavement leave. Up to four (4) additional working days off with pay may be approved by the Employer if the employee is the personal representative or trustee of the estate of the deceased or if the employee is required to travel a one-way distance of more than five hundred (500) miles from place of employment.

The term "immediate family" shall include:

- A. Spouse, state registered domestic partner (per RCW 26.60, et seq.), children of employee, or children of spouse or state registered domestic partner;
- B. Mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepmother, stepfather, stepbrother, or stepsister of employee or spouse or state registered domestic partner;
- C. Grandparents and grandchildren of employee or spouse or state registered domestic partner;
- D. Any relative living in the immediate household of the employee; or
- E. In relationships other than those set forth above, or in cases where an employee is responsible for funeral arrangements, bereavement leave may be granted by the employing official upon request.

ARTICLE 12 - MISCELLANEOUS PAID LEAVES

Section 12.1. Jury Duty. Any public employee shall be granted leave with pay except as herein limited while (1) required to perform jury service; or (2) required to appear before a court or other public body on any matter not related to ~~his/her~~ work and in which ~~he/she~~ the employee is not personally involved. The amount of pay shall be the difference between the public employee's regular salary and the amount ~~he/she~~ the employee is entitled to receive as a result of service for any such duty, excluding mileage.

When released from jury duty, the employee shall report to work. If less than two (2) hours remain in the employee's shift, the employee shall call the Airport Fire Chief or in ~~his/her~~ the Chief's absence the shift supervisor, for instructions.

Section 12.2. Military Service. RCW 38.40.060 shall determine compensation during military leave taken as provided therein. The parties also agree to apply the provisions of Snohomish County Code 3A.06.055 (as written or as modified) to all members of the bargaining unit.

ARTICLE 13 - LEAVES OF ABSENCE WITHOUT PAY

Section 13.1. Military Leave. Any public employee who enters involuntary active service in the armed service of the United States while employed shall have employment rights in accordance with federal law.

Section 13.2. Political Leave. A public employee elected or appointed to a political or legislative position not incompatible with the employee's employment may, upon request, be granted a leave of absence without pay to perform ~~his/her~~ this civic duty.

Section 13.3. Personal Leaves of Absence. Personal leaves of absence may be granted upon written request upon approval of the Employer. Requests for leave shall specify the purpose for the leave and will be considered based on the purpose of the leave and the needs of the Employer. Personal leaves shall not be granted for a period exceeding six (6) months. An employee on such leave shall not receive or accrue benefits or seniority or service credit during the leave.

ARTICLE 14 - HEALTH INSURANCE

Section 14.1. Medical Coverage. The Employer shall provide such medical insurance coverage, for those employees to whom it applies, as is mandated by RCW Chapter 41.26, as revised.

Section 14.2. Insurance Plans. The Employer shall maintain for the term of this Agreement the medical, dental, vision, and disability insurance plans agreed to by the parties, subject to the following provisions.

- A. **Medical Insurance** - The members of this bargaining unit shall contribute eleven percent (11%) toward the cost of funding the existing employee medical insurance coverage for bargaining unit members and dependents. The Employer shall pay the remaining eighty-nine (89%) of the cost of the medical insurance plan. The Employer agrees to provide the same medical insurance program for employees and dependents as the Employer provides to Deputy Sheriffs employed by the Employer, except the Kaiser plan shall be the same as available to the majority of employees employed by the Employer.

If the employee selects a plan with a higher premium than the standard plan provided to Deputy Sheriff, the employee shall pay any difference between the Employer's contribution and the actual rate through payroll deduction. The Employer may maintain other medical insurance plans which shall be funded in the same amounts provided above.

If the Deputy Sheriff's negotiate plan design changes during the life of this contract, the Employer shall notify the Union of any changes and shall re-open Article 14 for the express purpose of negotiating any possible impact to the Union. No changes to insurance benefits shall be made prior to these negotiations.

- B. **Dental Insurance** - The Employer agrees to pay the full premium for the employee and ~~his/her~~ dependents for the term of this Agreement.
- C. **Vision Insurance** - The Employer agrees to pay the full premium for the employee and ~~his/her~~ dependents for the term of this Agreement.
- D. **Disability Insurance** - As a disability insurance allowance, the Employer will pay each employee monthly an amount equal to one percent of the employee's pay rate.

LEOFF II employees who use accrued sick leave to compensate for absences which are also covered by the WSCFF Disability program shall use any funds received from the WSCFF Disability program to buy back up to sixty percent (60%) of such accrued leave.

- E. **Life Insurance** - The Employer agrees to pay the full premium for a term life insurance policy ~~up to the \$40,000 maximum provided to AFSCME bargaining unit employees employed by the Employer~~ of sixty thousand dollars (\$60,000), and shall pay the full premium for an additional forty thousand dollars (\$40,000) for accidental death, provided the death occurs within the time limits specified in the policy.

Section 14.3. Flexible Spending Account. Regular employees are eligible to participate in an Employer approved IRS Section 125 Plan only so long as that plan does not cause any employees benefits to exceed the Excise Tax threshold established by the Affordable Care Act.

ARTICLE 15 - SENIORITY AND PROBATIONARY PERIOD

Section 15.1. Seniority Date. An employee's seniority date shall be ~~his or her~~ the last date of hire within the bargaining unit, adjusted in accordance with Sections 13.3 and 15.4.

Section 15.2. Seniority List. The Employer shall provide the Union with a list of all current public employees of the bargaining unit with ~~their~~ respective seniority dates to post upon ~~its~~ the Union bulletin board whenever there is a change in that list.

Section 15.3. Vacation by Seniority. In allocating the use of accrued vacation time, seniority within a working unit shall be followed as nearly as possible and methods will be provided whereby the public employees will be able to select preferred vacation times.

Section 15.4. Loss of Seniority. A public employee shall lose all seniority in the event of discharge for cause or voluntary termination.

Section 15.5. Layoff and Recall. In the event of layoff determined by the Employer for economic or other legitimate reasons within any Classification, the last person hired shall be the first laid off or demoted, whichever the case may be, provided that qualified employees remain to perform the necessary work required. ~~Preference for rehire~~ Recall rights shall be extended to any person laid off pursuant to this Article for a period of twelve (12) months. An employee on layoff shall not accrue seniority. ~~Rehiring~~ Recall shall be in inverse order of layoff.

Section 15.6. Probationary Period. New employees appointed to a regular position shall be probationary employees during the first twelve (12) months of full-time active employment. Employees who satisfactorily complete the probationary period shall be regular employees and ~~their~~ the original employment date shall be ~~their~~ the anniversary date of hire. During the probationary period, the Employer may terminate the employment of probationary employees for any reason and such termination shall not be subject to the grievance procedure.

Section 15.7. Trial Service Period. Employees who are promoted or transferred to another classification shall have a trial service period of six (6) months in the new position. If an employee is unable to perform the duties of the new position satisfactorily during the trial service period, the employee will return to ~~his or her the~~ former classification. If no vacancy exists, the reduction in force procedure shall apply to the least senior employee in the classification the employee is returning to.

ARTICLE 16 - GRIEVANCE PROCEDURE

Section 16.1. Grievance Procedure. Grievances and disputes which may arise as to the interpretation and application or claimed violation of the specific provisions of this Agreement shall be settled in the following manner:

- A. **Step One.** The Union Grievance Committee, upon receiving a written and signed petition by the employee in the bargaining unit, shall determine if a grievance exists. If in the committee's opinion a grievance does not exist, no further action is necessary on the part of the Union.

If a grievance does exist, the Grievance Committee shall, with or without the employee, present the grievance (within ten (10) working days of its known occurrence or when it should have been known, but in no case more than sixty (60) calendar days), in writing to the office of the Airport Fire Chief for adjustment. Such written grievance shall be signed and shall include the issue, section-(s) of the Agreement allegedly violated, facts of the matter and remedy sought by the Union.

- B. **Step Two.** Upon receipt of said grievance, the Airport Fire Chief shall schedule a meeting within five (5) working days with all parties for the purpose of considering the grievance. The Chief shall provide a written response to the Union within five (5) working days following the meeting.

- C. **Step Three.** If the grievance is not resolved ~~within-at Step Two, the Union shall have~~ five (5) working days following ~~the meeting, the Step Two response to advance the grievance a meeting shall be scheduled to appear before~~ the Airport Director or ~~his~~ designated representative. The Airport Director or designee shall schedule a meeting within five (5) additional working days of receipt of the grievance with all parties for the purpose of considering the grievance. The Director or designee shall provide a written response to the Union within five (5) working days following the meeting.

- D. **Step Four.** If ~~the grievance is not resolved at Step Three, the Union shall have within~~ five (5) working days following ~~the meeting, Step Three response to advance the grievance the grievance is not resolved, the matter may be submitted~~ to the County Executive or designee. A grievance meeting shall be scheduled within five (5) working days of receipt of the grievance, and a written grievance answer will be given within five (5) working days of the meeting.

- E. Grievance Mediation (Optional). If the grievance is not settled at Step ~~3~~ Four, the Union and the Employer may agree to submit the grievance to mediation. Within twenty (20) working days of such agreement, the two (2) parties shall jointly agree upon a mediator or request a mediator from the Public Employment Relations Commission (PERC).

The mediator will not have authority to compel resolution of the grievance. The parties will not be limited solely to the facts and arguments presented at earlier steps of the grievance procedure. No transcript or record of the mediation conference will be made, nor will formal rules of evidence be followed. If a settlement is not reached in mediation, the grievance may be appealed to arbitration in accordance with the procedure in Step ~~5~~ Five below. In this case, the mediator may not serve as arbitrator, nor may any party reference the fact that a mediation conference was held or not held. Nothing said or done by the mediator in mediation or settlement discussions may be referenced or introduced into evidence at the arbitration hearing.

- F. Step Five - Arbitration. If the grievance is not resolved at Step Four or if the parties decline mediation, the Union shall have within five (5) ten (10) working days following the written Step Four response, the grievance is not resolved, the matter may be submitted to submit the matter to arbitration. Such submission shall be in writing to the County Executive or designee. Once submitted, to arbitration (1) the parties can mutually agree to a qualified arbitrator, mutually agreed to by the parties to hear the grievance; or (2) the parties moving party will may request a list of nine (9) arbitrators from the American Arbitration Association PERC for the selection of an arbitrator. The parties shall alternately strike names of arbitrators on the list. The party striking the first name shall be determined by a flip of a coin. If the parties have agreed to mediation, the selection of an arbitrator shall be paused until completion of mediation.

Section 16.2. Arbitration Hearing and Expense. The arbitrator shall convene a hearing and the expenses, if any, of the arbitrator and any court reporter shall be borne equally by the parties.

Section 16.3. Arbitration Decision. The decision of the arbitrator shall be final and binding, subject to the stipulation that he/she the arbitrator shall have no power to amend, add to or subtract from the agreement between the parties. He/she The arbitrator shall decide the sole issue submitted to him/her them and no others.

Section 16.4. Time Frames. Any grievance not processed by the grievant or Union within the time frames set forth herein shall be considered settled based upon the last answer of the Employer. If the Employer fails to process the grievance within its time frame for a specific step, it will be considered denied and the Union may move from that step to the next step in the grievance procedure accordingly.

Section 16.5. Time Limit Extensions and Working Days. Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by

mutual agreement in writing. For purposes of this Article, working days shall be considered Monday through Friday, excluding holidays.

Section 16.6. Representatives. Each party shall pay for its own representatives and witnesses, including any attorneys' fees.

ARTICLE 17 - UNIFORM/CLOTHING

Section 17.1. Equipment Allotment. The Employer shall provide each member of the Fire Suppression Group with the necessary safety equipment, on an as-needed basis and shall meet or exceed WAC 296-305 Safety Standards for fire fighters, to include the following:

Individual Equipment Items:

Structural Bunkers: Two (2) coats, two (2) pairs of structural gloves, two (2) pairs of utility gloves, two (2) pairs of pants, two (2) pairs of boots, two (2) hoods, one (1) structural type helmet, and one (1) SCBA mask.

Boots: One (1) pair for duty uniform to be replaced as needed when turned in.

Badges: One (1) for duty uniform, one (1) for duty coat, one (1) for duty hat.

€Tie, belt, duty coat and hat.

Safety Glasses: Employer approved and preauthorized prescription safety glasses shall be provided to employees occupying positions designated as needing such by the Employer on an as needed basis up to three hundred fifty dollars (\$350.00). Such glasses are intended to be used for on-the-job safety and productivity and are not intended for general use by the employee. The old safety glasses must be returned to the Employer to be eligible for replacement. Replacement shall be limited to damage to such glasses on-the-job or when documented prescription changes are warranted. The Employer shall designate a vendor for such glasses.

SCBA Inserts: Employer approved and preauthorized, one (1) SCBA insert (the employer will provide the insert for the SCBA mask to the employee for lenses to be applied) with prescription fill, that corresponds with the current SCBA product the department is utilizing. This is to be provided to persons occupying positions designated as needing such by the employer on an as needed basis. Replacement shall be limited to damage on-the-job or when documented prescription changes are warranted providing documentation from a certified prescription from an optometrist's office. Employee shall bring in their receipt

for the cost of the lenses (for the SCBA inserts) and the employer will reimburse the employee for the cost of lenses.

Ballistic Equipment: One (1) Sheriff-approved ballistic vest and helmet; and one (1) Individual First Aid Kit (IFAK) shall be available on site for any duty employees deployed to a corresponding event that are assigned to the daily responding apparatus. These are not specifically provided to individual employees but enough are available on site to be used as necessary by the corresponding duty employees.

Team Equipment Items:

Wildland Equipment: All employees shall be provided with one (1) shirt, one (1) pair of leather gloves, one (1) wildland helmet, and one (1) set of goggles. Mobilization Team members shall be provided with one (1) additional shirt, two (2) pair of wildland pants, and one (1) pair of wildland boots. Wildland shelters shall be provided per staffed position assigned to being on the department's Wildland team.

~~Ballistic Equipment: One (1) Sheriff-approved ballistic vest and helmet; and one (1) Individual First Aid Kit (IFAK) shall be available on site for any duty employees deployed to a corresponding event that are assigned to the daily responding apparatus. These are not specifically provided to individual employees but enough are available on site to be used as necessary by the corresponding duty employees.~~

- A. The Employer shall provide each employee with six (6) complete work uniforms which meet or exceed NFPA Standard 1975 and all OSHA and WISHA standards for fire fighter work uniforms. These uniforms will be known as Class "B" or duty uniforms.
- B. Upon successful completion of probation, the Employer shall provide each employee with one Class "A" uniform to include jacket, trousers, shirt, tie, shoes, hat, badge(s), name plate(s), and white gloves. This uniform shall be provided in the succeeding calendar year.

Section 17.2. Equipment Accountability. Each employee shall be held accountable for all above equipment issued to the employee by the Employer. Items which become worn out and/or items which become lost or destroyed as a direct result of the performance of the employee's duties shall be replaced by the Employer. Worn or damaged Class B uniform items will be replaced on a one-by-one basis. The worn or damaged item must be turned in for replacement. All equipment listed above issued to the employee by the Employer shall remain the property of the Employer.

Section 17.3. Uniforms Provided. Each probationary fire fighter shall be furnished by the Employer with six (6) complete work uniforms as described in Section 17.1. ~~If the employee~~

~~successfully completes probation, the Employer will provide the employee with one complete Class "A" uniform in the next succeeding calendar year.~~

Section 17.4. Uniform Determination. Uniforms shall be of the style, type, color, and numbers as is determined and published by the Airport Fire Chief (to comply with W.A.C. 296-305).

Section 17.5. Laundry Service. The Employer shall be responsible for providing a uniform laundry service for the Class "A" and "B" uniforms which shall comply with WISHA WAC 296-62-08001. Pick-up and delivery of uniforms will be at the fire station.

Section 17.6. Uniform as County Property. Any items purchased by the County shall remain the property of the County and will be returned within two (2) weeks of separation, with the exception of the Class A and helmet for those who retire in good standing.

ARTICLE 18 - EMPLOYEE RIGHTS AND UNION PRIVILEGES

Section 18.1. Union Officials – Time Off. A Union official who is a public employee in the bargaining unit (Union Officer and/or a member of the Negotiating Committee) shall be granted time off while conducting contract negotiations or grievance resolution on behalf of the public employees in the bargaining unit; provided: (1) They notify the Employer at least forty-eight (48) hours prior to the time off, (2) The Employer is able to properly staff the public employees job duties during the time off, and (3) the wage cost to the Employer is no greater than the cost that would have been incurred had the Union Official not taken time off.

Section 18.2. Union Investigative and Visitation Privileges. The Business Representative of the Union may visit the work location of public employees covered by this Agreement at any reasonable time for the purpose of investigating grievances. Such representative shall limit ~~his/her~~ activities during such investigations to matters relating to this Agreement. Snohomish County work hours shall not be used by public employees or Union representatives for the promotion of Union affairs other than stated below.

Section 18.3. Bulletin Boards. The Employer shall provide a space for a Union bulletin board within the fire station in a convenient location for the posting of notices of official Union business. The Employer agrees that the Union may distribute via Snohomish County e-mail any such notices that are deemed acceptable by the Employer to post on a Union Bulletin Board, approved in advance by the Local Union President, and in compliance with Snohomish County Policies.

Section 18.4. Union Meetings. The Union shall be allowed to hold its regular monthly meeting in the fire station training room, with advance notice to the Fire Chief or ~~his/her~~ designee. Additional special meetings may be permitted based upon availability by the Fire Chief or ~~his/her~~ designee. Meetings shall be limited to a reasonable duration and on-duty personnel may attend the meeting subject to on-duty responsibilities.

Section 18.5. Union Functions. ~~The Union President or designee shall be granted one (1) day off per calendar year with pay to attend designated Washington State Council of Fire Fighters ("WSCFF") or International Association of Fire Fighters ("IAFF") functions.~~

ARTICLE 19 - MISCELLANEOUS PROVISIONS

Section 19.1. Rules and Procedures Manual. The Employer shall furnish each public employee in the bargaining unit with a copy of the Departmental Manual of Rules and Procedures. New public employees shall be provided with the above at the time of their appointment.

Section 19.2. Shift Exchanges. Subject to approval by the Fire Chief, members of the bargaining unit shall be authorized to exchange shifts where the exchange does not interfere with the best interest of the Fire Department.

Section 19.3. Subcontracting. Any issue concerning subcontracting shall be subject to applicable requirements and procedures under Ch. 41.56 R.C.W. and/or other law.

ARTICLE 20 - DISCIPLINE OR DISCHARGE

Section 20.1. Administration. The employer retains the right to discipline, suspend, or discharge post-probationary bargaining unit members for just cause, subject to the grievance procedure.

Section 20.2. Union Representative. An employee may have a Union representative or another employee present at a meeting scheduled with the Employer for discipline or discharge.

Section 20.3. Discipline Removal. Records of oral warnings shall be removed from the employee's file in the Human Resource Department after a one (1) year period if no related violations occur, upon written request of the employee utilizing the approved Human Resources Form. The period shall be two (2) years for written reprimands. Oral or written reprimands relating to sexual harassment and/or unlawful discrimination because of race, color, religion, national origin, sex, marital status, physical, sensory or mental disability, or age will not be subject to this removal provision.

ARTICLE 21 - PERFORMANCE OF DUTY

Section 21.1. Employer Security. In accordance with the public policy of the State of Washington against strikes by uniformed personnel as means of settling their labor disputes, the Union and employees agree that they shall not cause or condone any work stoppage.

Section 21.2. Picket Lines. It is further understood and agreed between the parties that the responsibilities of the employees in the bargaining unit in protecting life and property could possibly at times unavoidably require the employee to become involved in a labor dispute and/or controversy which necessitates the crossing of a labor organization's picket line; and therefore, the Union shall not cause or permit an employee to refuse, and no employee shall refuse, to cross any picket line established by any labor organization or group of individuals at any location when the crossing of such picket line is found to become necessary in the performance of the employee's emergency duties. The Employer has the option of disciplinary action if this Article is violated.

Section 21.3. Grievance Limitation. Recourse to the grievance procedure shall be limited to determination whether the public employee in fact engaged in the above unauthorized action.

ARTICLE 22 - ACTING PAY

Section 22.1. Acting Pay. An employee who is temporarily assigned the duties and responsibilities of a higher classification will be paid "acting pay" ~~from the first full twenty four (24) hour shift assigned to work. Further, if the use of an employee assigned to a "day shift" schedule is used to fill a vacancy on a crew for the duration of the shift and a second employee fills the remaining part of that shift "acting pay" will be paid the employee on an hour for hour basis.~~

~~**22.2** "Acting pay" will be paid for vacancies created by vacation, sick leave, leaves of absences and extended training of over 10 hours. "Acting pay" will not be paid for any vacancies created by training of 10 hours or less, shift trades or other causes; for example, shift trading with other fire departments and official or unofficial details or absence from the Airport.~~

Section 22.322.2. Acting Pay Rate. "Acting pay" shall be defined as the salary step which represents at least a one (1) step increase over the salary received in the employee's regular classification or at the first step of the higher salary range, whichever is greater. However, the salary cannot exceed the top step of the higher salary range.

Section 22.422.3. Acting Assignment. "Acting pay" will be paid to the employee on shift who is highest on the appropriate promotional eligibility list or acting eligibility list. If there is no one on shift to utilize from these lists, ~~the shift will be filled first from the promotional eligibility list and next from the acting eligibility list~~ "acting pay" ~~will be paid to the most senior eligible employee on shift. In one (1) year or less from full ratification, an officer's manual will be produced and agreed upon with the Union and the Fire Chief. This manual will spell out different tasks/jobs/knowledge that individuals in an acting capacity will need to know or be familiar with to assist them better at the position of acting Lieutenant. Once a firefighter completes the acting officer manual, they would be added to the bottom of the "acting eligibility list". If the firefighter has the certifications needed for a Lieutenant, they will not need to complete the "Acting Officer Manual". Until the officer's manual is complete, employees need to have the certifications needed for a Lieutenant to assume acting responsibilities.~~

Section 22.4. Officer in Charge. In instances where the Fire Chief and Assistant Fire Chief are not available for a period of time, a Captain can be assigned as the Officer in Charge for the duration of that absence. They shall monitor their county-issued cell phone for phone calls and e-mails for operational issues of the fire department and/or airport. They shall respond to the incident scene of a significant incident dealing with Snohomish County Airport Fire Department and make decisions for the incident if needed. They shall become the Officer in charge / Incident Commander (IC) / Unified Commander (UC) for incidents that involve the Snohomish County Airport Fire Department and communicate necessities to Airport Administration if needed. An employee assigned as the Officer in Charge shall receive a stipend for each day assigned and not scheduled to work in an amount equal to two times (2 X) their hourly rate of pay. Employees shall receive overtime for any hours they are physically required to return to work outside their scheduled shifts.

For the twenty-four (24) hour shift Captains that are in the "Officer in Charge" position, on their assigned shift days, a backfill for the shift will be accomplished. Overtime will be placed out for

the Captain that is the "Officer in Charge" for this Captain not to be a part of the vehicle assignments. The intent for this article is for compensating the twenty (24) hour shift Captain on the "Officer in Charge" status, and ensuring there is a person dedicated to the assignment while the Fire Chief and the Assistant Fire Chief is away from the department and unable to conduct business as usual.

ARTICLE 23 - VACANCIES AND PROMOTIONS

Section 23.1. Vacancies. If a vacancy occurs in the Department which requires Firefighter experience and it is not filled within thirty (30) days, the Employer shall notify the Union of its plans concerning the vacant position.

Section 23.2. Promotional Assessment. Notice of promotional assessment for the rank of Officer shall be given at least sixty (60) days prior to the assessment and shall include the scheduled assessment date(s). Employees filing for a promotional assessment shall do so in writing not later than thirty (30) days prior to the date of the assessment. The notice of assessment shall list the subjects to be tested and suggested resource materials.

The subjects of the assessment shall be equally weighted and shall consist of:

1. Oral board,
2. Tactical scenario,
3. Supervisory issue/employee conflict, and
4. Customer complaint.

Section 23.3. Required Classes/Certification for Promotion. Candidates for the rank of Lieutenant must be a Washington State Firefighters Joint Apprenticeship and Training Committee ("J.A.T.C.") Journeyman Firefighter and have at least two (2) years of service as a Firefighter within the Department at the date of the assessment. In addition to Journeyman Firefighter status, all candidates must have completed the following classes/certifications:

1. Incident Safety Officer ("ISO") Class (Documented class(es) from the J.A.T.C. program on this subject from the approved institutions, International Fire Service Accreditation Congress ("IFSAC"), Pro Board, Washington State, Federal Emergency Management Agency ("FEMA"), or others as approved by the Fire Chief).
2. Haz-Mat Incident Command Class (IFSAC, Pro Board, Washington State, Blue Card – Snohomish County equivalent, or others as approved by the Fire Chief).
3. Building Construction Class (Documented class(es) from the J.A.T.C. program on this subject from the approved institutions, IFSAC, Pro Board, Washington State, or others as approved by the Fire Chief).

4. ~~International Fire Service Accreditation Congress (“IFSAC”)~~ Instructor I Certification (IFSAC, Pro Board or Washington State).
5. ~~IFSAC~~ Officer I Certification (IFSAC, Pro Board or Washington State).
6. Fire Inspection ~~Class or~~ Certification (IFSAC, Pro Board or Washington State).
7. Leadership/Supervision Class (Documented class(es) from the J.A.T.C. program on this subject from the approved institutions, IFSAC, Pro Board, Washington State, FEMA, or others as approved by the Fire Chief).
8. Blue Card Certification ~~(- or Snohomish County Equivalent)~~ (Documentation of class completion/certification and documented “Sets and Reps” with the program – annually to be memorialized in the department’s training program), and
9. Incident Command System (“ICS”) 100, 200, 700 and 800 Classes (FEMA/NIMS).

Candidates for the rank of Captain shall in addition to the aforementioned requirements shall also have at least two (2) years of service as a Lieutenant within the Department at the date of the assessment. In addition to these requirements, all candidates must have completed the following classes/certifications:

1. ~~IFSAC~~ Officer II Certification (IFSAC, Pro Board or Washington State) and
2. ICS 300 and 400 Classes (FEMA/NIMS).

If no employee-candidate passes each portion of the assessment with a passing score of seventy-five percent (75%) or more, the Employer may conduct a second assessment in which persons without employment experience with the Department may be candidates.

Section 23.4. Passing Score. Candidates must pass each portion of the assessment with a passing score. A passing score is seventy-five percent (75%). A promotional candidate list with total scoring results will be posted. An eligibility list shall remain current for a maximum period of twenty-four (24) months after the posting of the eligibility list.

Section 23.5. Appointment. The candidate with the highest score will be appointed to the vacant position. In case of a tie score, the most senior candidate shall be appointed.

Section 23.6. Union Review. The Union shall be permitted to review any tests, rating sheets, or eligibility lists used during the promotional process after the testing process. The Union may have an impartial observer during the testing process.

ARTICLE 24 - SAVINGS CLAUSE

Should any provision of the Agreement be found in violation of any federal, state, or local law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 25 - MEDICAL EXPENSE REIMBURSEMENT

Upon notification from the Union of the desire of its members to begin participating in the Washington State Council of Firefighters Employee Benefit Trust (the "Trust") and following completion of all documents required to participate in the Trust, the Employer shall withhold from each employee's base salary and contribute to the Trust a monthly amount of ~~seventy-five dollars (\$75). Effective the first of the month following full ratification, the amount withheld and contributed to the Trust shall increase to~~ one hundred fifty dollars (\$150) per month. Contributions shall be made on pre-tax basis and shall be included in salary for purposes of calculating an employee's retirement contributions. The obligation to withhold and contribute employee's contributions to the Trust described in this section, and to account for such withholdings as reasonably required, shall be the Employer's only responsibility with regard to the Trust; the Employer will bear no responsibility for any management of Trust funds or affairs, and shall bear no liability for any benefits provided by the Trust.

ARTICLE 26 - LATERAL HIRES

Firefighters hired from other agencies shall be given credit upon hire for their previous agency experience, up to nine (9) years for the following applications:

- A. Step placement upon hire, up to a maximum of Step 5,
- B. Vacation accrual, and
- C. Longevity placement.

Employees shall still serve a probationary period and shall be considered new hires for all other purposes.

ARTICLE 27 - DURATION

Unless otherwise stated, all provisions of this Agreement shall become effective upon the date of execution. It shall remain in full force and effect until and including December 31, ~~2024~~ 2028. See Appendix "A" for wage rates.

APPENDIX A

Section A.1. ~~2022~~ Monthly Salary Schedule. Effective January 1, ~~2022~~ 2025, the ~~2021~~ 2024 salary schedule shall be ~~adjusted by a cost of living adjustment of six and one half percent (6.5%).~~ ~~The salary schedule shall be as follows:~~ increased by three and sixty-three hundredth percent (3.63%) reflecting one hundred percent (100%) of the CPI-W (Seattle-Tacoma-Bremerton, June 2023 to June 2024) with a floor of one percent (1.0%) and a ceiling of five percent (5.0%).

JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Fire Fighter (FF)	6,530.27 <u>7,426.15</u>	6,971.06 <u>7,927.42</u>	7,441.61 <u>8,462.52</u>	7,943.92 <u>9,033.74</u>	8,480.13 <u>9,643.52</u>
FireFighter/Mechanic Level I	6,856.78 <u>7,797.45</u>	7,319.61 <u>8,323.78</u>	7,813.68 <u>8,885.63</u>	8,341.10 <u>9,485.41</u>	8,904.12 <u>10,125.68</u>
	Note: 5%	Above	Firefighter	Class	Rates
Lieutenant	7,052.69 <u>8,020.24</u>	7,528.75 <u>8,561.60</u>	8,036.94 <u>9,139.50</u>	8,579.43 <u>9,756.42</u>	9,158.54 <u>10,414.98</u>
	Note: 8%	Above	Firefighter	Class	Rates
Captain and FF/Mechanic Level (Lead) II	8,154.80 <u>9,273.55</u>	8,562.54 <u>9,737.23</u>	8,990.67 <u>10,224.09</u>	9,440.20 <u>10,735.30</u>	9,912.21 <u>11,272.06</u>

** Rates are approximate. Actual rates are based on the payroll system's calculation which serves as the official record of wages.*

Effective the first of the month following full ratification, the rate of pay for Lieutenant would be one pay rate at twelve percent (12%) above the top step Fire Fighter. Effective the first of the month following full ratification, the rate of pay for Captain would be one pay rate at eighteen percent (18%) above the top step Fire Fighter (FF/Mechanic Level II will remain unchanged).

<u>JOB TITLE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
<u>Fire Fighter (FF)</u>	<u>7,426.15</u>	<u>7,927.42</u>	<u>8,462.52</u>	<u>9,033.74</u>	<u>9,643.52</u>
<u>FireFighter/Mechanic Level I</u>	<u>7,797.45</u>	<u>8,323.78</u>	<u>8,885.63</u>	<u>9,485.41</u>	<u>10,125.68</u>
	Note: 5%	Above	Firefighter	Class	Rates
<u>Lieutenant</u>					<u>10,800.74</u>
	Note: 12%	Above	Firefighter	Class	Rates
<u>FF/Mechanic Level (Lead) II</u>	<u>9,273.55</u>	<u>9,737.23</u>	<u>10,224.09</u>	<u>10,735.30</u>	<u>11,272.06</u>

Captain

11,379.35

Note: 18% Above

Top Step

Firefighter

* Rates are approximate. Actual rates are based on the payroll system's calculation which serves as the official record of wages.

Calculation of Hourly Rates: Hourly rates for employees assigned to twenty-four (24)-hour shifts shall be calculated by multiplying the monthly rates by twelve (12) and dividing by 2496 two thousand, four hundred (2,400) for the 2025 schedule and two thousand, one hundred eighty-four (2,184) beginning with the 2026 schedule* hours. Hourly rates for employees assigned to 40-hour workweeks shall be calculated by multiplying the monthly rates by 12 and dividing by 2080 hours.

* The intent is to change the calculation of the hourly rate to reflect the newly modified two thousand, four hundred (2,400) hour and two thousand, one hundred eighty-four (2,184) hour annual schedule reflected in this proposal. Exact timing of that new calculation would be coordinated with central payroll as to minimize the impacts on payroll processing and retro applications. This would be prospectively applied for 2025.

- A. **Anniversary Step Date Administration** - The Anniversary date for a step increase shall be the first day of the month as specified in this section. Current and newly hired employees will be administered as follows: effective dates between the first and the fifteenth of any month will have an anniversary date of the first of the month in which the hiring occurred; effective dates between the sixteenth and the end of any month will have an anniversary hire date of the first of the following month in which the hiring occurred. (Example: An employee hired on February 16th would have an anniversary step date of March 1st of the following year. An employee hired on February 10th would have an anniversary step date of February 1st of the following year.)

Firefighter/Mechanic I and Firefighter/Mechanic II anniversary date will be established hereafter as the date of certification and advancement to the next step based on qualifications (A.1.C) or annually as stated above.

- B. In the event any employee leaves the employment of the Employer prior to the execution date of this agreement, no retroactive payments shall be made, except in the case of retirement.
- C. Step administration for firefighter/mechanic positions shall be administered as follows:

The Employer may fill the positions of Firefighter/Mechanic I and Firefighter/Mechanic II at a pay step greater than ~~s~~Step 1, based upon EVT Fire Apparatus Technician Level Certification track qualifications.

1. Advancement to Step 2 pay grade shall occur upon successful completion of Emergency Vehicle Technician (EVT) Level One Training as defined by the National EVT Certification Commission.
2. Advancement to Step 3 pay grade shall occur upon successful completion of Emergency Vehicle Technician (EVT) Level Two or current ASE Medium/Heavy Truck Technician.
3. Advancement to Step 4 pay grade shall occur upon successful completion of Emergency Vehicle Technician (EVT), Fire Apparatus - Level Three Training as defined by the National EVT Certification Commission, and attainment of EVT Master and ASE Master/Heavy Truck Technician Certifications.
4. Advancement to Step 5 pay grade shall occur after the completion of one year of satisfactory service after attainment of Step 4 above.

2023 Monthly Salary Schedule—Effective January 1, ~~2023~~ 2026, the ~~2022~~ 2025 monthly salary schedule for Fire Fighter Mechanic Level I and Fire Fighter Mechanic Level II shall be increased by ~~five percent (5.0%)~~. ~~The salary schedule shall be as follows: one hundred percent (100%) of the CPI-W (Seattle-Tacoma-Bremerton, June 2024 to June 2025) with a floor of one percent (1.0%) and a ceiling of five percent (5.0%).~~ Effective January 1, 2026, the 2025 monthly salary schedule for Fire Fighter, Lieutenant, and Captain shall be increased by fifty percent (50%) of the increase to Fire Fighter Mechanic Level I and Fire Fighter Mechanic Level II.

JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Fire Fighter (FF)	6,856.78	7,319.61	7,813.68	8,341.10	8,904.12
FireFighter/Mechanic Level I	7,199.62	7,685.59	8,204.37	8,758.16	9,349.34
	Note: 5% Above	Firefighter	Class	Rates	
Lieutenant	7,405.32	7,905.18	8,438.78	9,008.40	9,616.47
	Note: 8% Above	Firefighter	Class	Rates	
Captain and FF/Mechanic Level (Lead) II	8,562.54	8,990.67	9,440.20	9,912.21	10,407.82

2024 Monthly Salary Schedule—Effective January 1, ~~2024~~ 2027, the ~~2023~~ 2026 monthly salary schedule for Fire Fighter Mechanic Level I and Fire Fighter Mechanic Level II shall be increased by one hundred percent (100%) of the CPI-W (Seattle-Tacoma-Bremerton, June ~~2022~~ 2025 to June ~~2023~~ 2026) with a floor of ~~three one~~ percent (~~3.01~~ 0%) and a ceiling of five percent (5.0%), ~~which results in a four and fifty one hundredths percent (4.51%) increase.~~ ~~The salary schedule shall be as follows:.~~ Effective January 1, 2027, the 2026 monthly salary schedule for Fire Fighter,

Lieutenant, and Captain shall be increased by fifty percent (50%) of the increase to Fire Fighter Mechanic Level I and Fire Fighter Mechanic Level II.

JOB-TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Fire Fighter (FF)	7,166.02	7,649.73	8,166.09	8,717.30	9,305.72
FireFighter/Mechanic Level I	7,524.32	8,032.21	8,574.38	9,153.15	9,770.99
	Note: 5% Above	Firefighter	Class	Rates	
Lieutenant	7,739.30	8,261.70	8,819.36	9,414.67	10,050.16
	Note: 8% Above	Firefighter	Class	Rates	
Captain and FF/Mechanic Level (Lead) II	8,948.71	9,396.15	9,865.96	10,359.26	10,877.22

Effective January 1, 2028, the 2027 monthly salary schedule shall be increased by one hundred percent (100%) of the CPI-W (Seattle-Tacoma-Bremerton, June 2026 to June 2027) with a floor of one percent (1.0%) and a ceiling of five percent (5.0%).

Section A.2. Deferred Compensation (in lieu of FICA). Employees will receive a deferred compensation match, dollar-for-dollar, of three percent (3%) of monthly base wage.

Section A.3. Longevity Pay. Employees will receive longevity pay in addition to their monthly base pay, according to the following schedule:

After completion of 5 yrs - 1.0% of the employee's base wage

After completion of 10 yrs - 1.5% of the employee's base wage

After completion of 15 yrs - 2.0% of the employee's base wage

After completion of 20 yrs - 4.0% of the employee's base wage

After completion of 25 yrs - 5.0% of the employee's base wage

Section A.4. Education Incentive Pay. Employees will receive education incentive pay in addition to their monthly base pay, of two percent (2.0%) of the employee's base wage for an associate's degree and four percent (4.0%) for a bachelor's degree. Degrees must be from an accredited college or university and be a fire/safety related program, public administration or other job-related degree advantageous to the Department as approved by the Chief in a job related field.

~~**A.4.1** — The following accreditation organizations shall be acceptable for degrees:
Western Association of Schools and Colleges;
Higher Learning Commission;~~

~~Middle States Commission on Higher Education;
New England Commission on Higher Education;
Northwest Commission on Colleges and Universities;
Southern Association of Colleges and Schools Commission on Colleges;
Western Association of Schools and Colleges Senior College and University Commission.~~

~~A.4.2 ————— Job related college degree shall mean degree acquired at any accredited college or University in the following fields of study, (accredited shall mean accredited from the accreditation organizations listed above):~~

- ~~1. ————— Fire Command Administration-~~
- ~~2. ————— Fire Science-~~
- ~~3. ————— Fire Service Administration-~~
- ~~4. ————— Public Administration-~~
- ~~5. ————— Paramedic Major-~~
- ~~6. ————— Nursing~~
- ~~7. ————— Associate of Technical Arts (ATA) in Fire Protection Technology~~

Section A.5. Specialty Pay. Employees assigned by Management as a Certified Water Rescue Team member that have a current certification shall receive three percent (3%) of the employee's base wage as a specialty pay incentive. After consultation with the Union, management maintains the right to determine how many employees will be assigned to the Water Rescue Team, the manner in which employees are selected, and the basis for selection and removal.