

**Agreement Between
Central Whidbey Island Fire & Rescue
and
Central Whidbey Island Firefighters
Local 4299 IAFF**



January 1, 2019 - December 31, 2021

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PREAMBLE

This Agreement is entered into by and between Central Whidbey Island Fire & Rescue (hereinafter referred to as the “Employer” or the “District”) and Central Whidbey Island Firefighters Local 4299, International Association of Fire Fighters (hereinafter referred to as the “Union”).

It is the purpose of this Agreement to 1) establish wages, hours, and conditions of employment for the employees represented by the union 2) promote a collaborative and harmonious relationship between the District and the Union, and 3) to provide for equitable and peaceful adjustment of differences which may arise.

Each party has been afforded the opportunity to put forth all its proposals and to bargain in good faith, and both parties agree that this Agreement expresses the results of their negotiations.

ARTICLE 1-RECOGNITION

The Employer recognizes the Union as the exclusive bargaining agent for all uniformed employees of the District as certified by the Public Employees Relations Commission ("PERC") in Case No. 17870-E-03-2886, As defined by RCW 41.56.030(7)(e) except supervisors and confidential employees.

ARTICLE 2-UNION MEMBERSHIP AND DUES

Section 1

It shall be a condition of employment that all District employees covered by this Agreement whom are members of the Union in good standing on the execution date of this Agreement shall remain a member in good standing. It shall be a condition of employment that all members covered by this Agreement who are not members of the Union on the execution date of this Agreement, shall on the thirtieth (30th) day following the execution date of the Agreement become and remain members in good standing in the Union.

It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union, or in lieu thereof pay each month a service charge equivalent to regular union dues to the Union as a contribution toward the administration of this Agreement.

Employees who object to joining the Union based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member as provided in the Revised Code of Washington (RCW) 41.56.122, shall provide written notice to the District and the Union. Any such employee shall pay an amount of money equivalent to regular Union dues and initiation fees to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and representative of the Union. The employee shall furnish written proof to the Union and the District that such payment has been made. If the employee and the Union do not reach Agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

Section 2

Upon written authorization from individual employees, the District agrees to deduct, once each month, dues, initiation fees, and assessments in an amount certified to be current by the Treasurer of the Union for each member who requests such deduction in writing. The Treasurer of the Union shall provide written notice to the District of the certified amount of dues, fees, and assessments to be deducted on an ongoing basis for the duration of the Agreement. Any one-time or ongoing change in dues, fees or assessments must be provided to the District in writing no later than the 15th day of the month prior to the change. The total amount of deductions shall be remitted each month by the District to the Treasurer of the Union.

Section 3

The Union agrees to indemnify and hold harmless the Employer from any and all actions taken by the Employer pursuant to this Article.

Section 4

The Union agrees that the Employer shall not terminate any Employee under this provision of the contract until written notification is provided by the Union to the District that an Employee has failed to pay required initiation fees, dues, service fees or charity payments in lieu thereof with proof of payment to such charity. Upon receiving notice of failure to comply with the provisions of the contract, the Employer and Union shall immediately meet to review the case and take action to secure compliance, or in event of intentional non-compliance determine the termination date for the Employee who willfully refuses to comply.

ARTICLE 3-UNION BUSINESS

Section 1

Representatives of the Union who are on duty shall be allowed to conduct union business within the District (e.g., participation in union meetings, representation of an employee in a disciplinary matter) without loss of pay or use of leave time, provided that such business shall not interfere with the District's operations and provision of service.

Section 2

The Employer shall provide space for the use of a Union bulletin board in each fire station where represented employees are assigned at a convenient location, accessible to employees.

Section 3

Representatives of the Union, who are employed by the District, shall be allowed permission to visit work locations of the employees covered by this Agreement at any reasonable time or location for the purpose of administering this Agreement or investigating possible grievances. Such visitations shall not interfere with the normal operation of the Employer.

Section 4

The Union shall be allowed to hold its regular monthly meetings on District property provided that space is scheduled in advance in accordance with the District standard operating guidelines. On-duty personnel may attend such meetings.

Section 5

Union members may use Annual Leave consistent with the provisions of Article 29-Annual Leave or shift trades consistent with the provisions of Article 31-Shift Trades to participate in seminars, conventions, conferences, and other Union business.

Upon written request submitted by the Union President or his or her designee to the Fire Chief, and approval by the Fire Chief or his designee, bargaining unit members may be granted leave to participate in seminars, conventions, conferences, and other Union business from the Union Leave Pool as defined in Section 6 of this Article. This privilege shall be subject to the following conditions:

- A. The written request for time off shall be submitted to the Chief not less than 72-hours prior to the proposed absence
- B. Only one Union representative shall be granted time off per shift.
- C. The Parties acknowledge that such requests may be denied when the Union representative's absence would conflict with previously approved vacation of other employees, training or other duty related activities, or otherwise adversely impact the department.

Section 6

Members of the bargaining unit will be allowed to transfer annual leave to the Union Leave Pool, for use by the Union President or designee in performing union business. Members wishing to transfer leave to the Union Leave Pool must notify the District in writing of their desire to transfer a specified number of hours of annual leave.

ARTICLE 4-WORK STOPPAGE

The Employer and the Union agree that the public interest requires the efficient and uninterrupted performance of all services, and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective. The Union shall not cause or condone, and the employees shall not engage in any work stoppage, strike, slowdown, mass resignation or absenteeism or other interference with Employer functions and should same occur, the Union agrees to take appropriate steps to end such interference. Should any job action occur within the geographic jurisdiction of the Employer, employees may be required to cross an established picket line to perform emergency or non-emergency activities. The Employer agrees to meet at the Union's request to establish temporary procedures for emergency and non-emergency activities.

ARTICLE 5-NON-DISCRIMINATION

Section 1

The Employer and the Union agree not to discriminate against any bargaining unit member for their membership or non-membership in the Union, or because of their lawful activity on or behalf of the Union or because of their lawful election to refrain from engaging in Union activities.

Section 2

Neither the Employer nor the Union will discriminate against any bargaining unit member because of age, gender, family status, race, creed, color, religion, veteran's status, national origin, or sexual orientation. Qualified sensory, mental and/or physical disability shall be reasonably accommodated to the extent possible, in accordance with the Americans with Disabilities Act.

ARTICLE 6-DISTRICT COMMITTEES/GROUPS

The District and the Union agree to the benefit of engaging all members of the bargaining unit in discussion regarding policies, procedures, and rules that impact them. As such, the District will endeavor to provide ample opportunity for bargaining unit members to participate in District committees or work groups.

ARTICLE 7-LABOR/MANAGEMENT COMMITTEE**Section 1**

In order to encourage a collaborative working relationship, effective communication, and a positive work environment for all members, the Union and the District agree to establish a Labor/Management Committee to proactively address issues of mutual or individual concern.

Section 2

The Labor/Management Committee will meet no less than once every six (6) months at a mutually agreeable date and time. Barring exigent circumstances, the Union and the District shall share their proposed agenda items two weeks prior to any scheduled meeting of the Labor/Management Committee.

Section 3

It is agreed that the Labor/Management committee shall have no collective bargaining authority and the parties will support the understandings reached by both parties. The committee shall be composed of two (2) representatives of and appointed by the Union, and two (2) representatives of the Employer.

ARTICLE 8-MANAGEMENT'S RIGHTS

Section 1

Any and all rights, power, authority, and functions which are concerned with the management and operation of the District are exclusively the prerogative of the District unless otherwise expressly and specifically surrendered or limited by the terms of this Agreement.

Section 2

The District has the authority to adopt rules for operation of the District and the conduct of its employees, and perform all other functions not otherwise subject to collective bargaining pursuant to RCW 41.56. These functions include, but are not limited to: recruitment, hire, promotion, transfer, assignment, layoff, recall, retirement, and retention of employees ; selection and modification testing criteria, and procedures for entry level and promotional processes; determination of the number of personnel per shift and staffing of apparatus; discipline, suspension, demotion, and discharge of employees for just cause; determination of the location of District offices, places of business, equipment to be used and layout thereof; establishment of or change schedules of work (other than as specified in this Agreement); establishment of uniform standards of performance and evaluation; determination, modification, change, combination, or elimination of jobs, positions, job classifications and descriptions, and job duties to be performed by employees; establishment of or change procedures or methods and technology used by employees; contracting for goods and services provided that any new kind of contracting shall be subject to impact bargaining under RCW 41.56; control the District budget; and establishment and enforcement rules related to safety, security, and conduct of employees

The list of management's rights contained in Section 2 shall exist without the obligation of further collective bargaining, unless otherwise specified, and shall be considered by the parties as permissive rather than mandatory subjects of collective bargaining.

Section 3

Any changes made pursuant to management's rights affecting wages, hours, or working conditions shall be made in accordance with RCW 41.56.

Section 4

In the event of a local, state, or federal emergency requiring immediate or unusual mobilization of staff (e.g. natural or man-made disasters or similar emergencies), the provisions of this Agreement may be suspended during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

Section 5

All bona fide past practices of the District affecting wages, hours, and working conditions that were in place during the three (3) years that preceded the formation of the Union which are not included in this Agreement shall remain in force, unchanged and unaffected in any manner unless changed in accordance with the requirements of RCW 41.56. The District's prevailing rights shall include all currently existing staffing practices utilizing volunteer uniformed personnel.

ARTICLE 9-DEFINITION OF SENIORITY**Section 1**

Seniority shall be established first by the employee's rank, and then by time in service at current rank, and finally by hire date. In the event that employees have the same date of hire or promotion, seniority will be determined at the time of hire or promotion based on their score in the testing or assessment process.

Section 2

The District shall maintain a list identifying the seniority of all members of the bargaining unit. This list shall be updated following hire of new employees or promotion of existing employees.

ARTICLE 10-REDUCTION IN FORCE

Section 1

In case of personnel reduction, Temporary Part-Time or Part-Time Firefighters shall be laid off prior to layoff of full-time employees. Full time employees will be laid off in reverse seniority order (i.e., the employee with the least seniority as defined in Article 9 shall be laid off first).

No new employee shall be hired in the same job classification until the laid off employee has been given the opportunity to return to work.

Section 2

Notice of recall shall be sent to the employee's last known address by certified mail with return receipt requested. When notified, the laid off employee must advise the District of their intent to return to work within seven (7) days and must agree to return to work within thirty (30) days of notification. Individuals who fail to respond to the notice of recall or who fail to return to work within 30 days of notification shall be considered to have terminated employment with the District and as such shall cease to have seniority and will be removed from the recall list.

Recalled employees will start at the same step held prior to lay-off. Years of service prior to lay-off will be counted toward the employees' length of service with the District.

Section 3

Members recalled following layoff of 12 months or more shall be assessed and training provided to ensure knowledge and skills competency based on the requirements of their current rank.

Section 4

Temporary full-time employees serving a fixed term of less than 12 months, will be offered re-employment should a permanent full-time vacancy occur within 24 months of their last day of work as a temporary full-time employee.

Previous temporary part-time employees who are recalled as a permanent employee will have their months of service as a temporary full-time employee counted towards the employee's length of service with the District.

ARTICLE 11-EMPLOYEE STATUS

Section 1

The Employer shall submit written notice to the Union of the name, job title, shift, station and effective date of actions affecting bargaining unit employees as follows:

- A. Appointment of new employees
- B. Promotion

Posting and distribution by e-mail of Personnel Actions in the form of a Bulletin or General Order shall constitute written notice to the Union as specified in this section.

Section 2

The Employer shall make a good faith effort to submit written notice to the Union and the employee a minimum of 30 days prior to any re-assignment or transfer from their currently assigned shift unless such notification is waived by the employee.

ARTICLE 12-PROBATIONARY PERIOD

Section 1

All new employees subject to this Agreement will be required to serve a probationary period of 12 months from the date of their employment. These employees may be discharged at any time and for any reason during their probationary period, and such discharge shall not be subject to grievance arbitration.

Under exceptional circumstances, the District may extend the probationary period for a time not to exceed 90 days.

Section 2

Temporary employees (i.e., hired for a fixed term of less than 12 months) who are subsequently hired as a permanent employee (i.e., not hired for a fixed term) shall have their time worked as a temporary employee count as part of their probationary period.

Section 3

The probationary period for promoted employees is addressed in Article 15 Vacancies and Promotions.

ARTICLE 13-JOB DESCRIPTIONS AND WORK ASSIGNMENTS**Section 1**

The Union agrees that its members shall comply with their existing job descriptions. Where changes in the job descriptions constitute mandatory subjects of bargaining, the Employer and the Union shall bargain prior to implementation.

Section 2

Employees shall be assigned work that is appropriate for their current rank and be provided with adequate training that will assist them in completing their assignments.

ARTICLE 14-REVERSION

Employees of a higher rank may voluntarily reduce to lower rank upon availability of a position. Available positions shall be offered to current employees prior to a hiring process under the following conditions:

- A. In the event two or more employees with equal qualifications bid for the same position, the position shall be granted on the basis of seniority as defined in Article 9-Definition of Seniority.
- B. Employees requesting such a transfer must meet the qualifications established for the job classification.
- C. The District agrees to notify the eligible employees of an available position at least thirty (30) days in advance of filling the position. The parties agree to waive such timeframe by mutual consent.
- D. If an employee should agree to a transfer, it is agreed that he/she shall comply with the hours and working conditions for the position. The employee shall be compensated at the pay grade for the lower ranked position and at the step commensurate with their years of service.

ARTICLE 15-VACANCIES AND PROMOTIONS

The purpose of this Article is to encourage ongoing professional development and ensure that the District has qualified supervisors. In addition, this Article defines promotional procedures to ensure that the process is fair and equitable.

Section 1

The following procedures shall govern all promotions of members within the bargaining unit:

- A. All members of the bargaining unit shall be notified and those qualified shall be given an opportunity to apply for promotional openings. Such notice shall be posted 60 days in advance with shorter notice permissible if mutually agreed to by the Union and the District.
- B. Qualifications and requirements as determined by the District shall be objective and shall reasonably reflect the needs of the position.
- C. The District shall maintain a posted list of qualifications, requirements, and professional development study material related to promotional process for all positions included within the bargaining unit. The content of said lists of study materials shall not be changed within 60 days of a given promotional assessment process.
- D. Promotional process shall assess the candidate's ability to perform the duties of the position to be filled and shall be fairly and impartially administered.
- E. At the conclusion of any promotional process, candidates will be notified of their overall score, scores in each element of the process, and provided with written feedback on their strengths and areas in which they could improve. Applicants who achieved a passing score shall be notified of their standing on the promotional list.
- F. Promotions shall be based on the rule of three, two, or one from the top of the promotional list.
- G. Promotional processes shall be conducted on the basis of need (existing vacancy) or anticipated need (potential vacancy). Promotional lists shall remain valid for three years.
- H. All promotions shall be open, initially only to full-time District employees. However, should less than two members apply to participate in the promotional process, the District may open the process to external applicants. Also, if an internal promotional process is held and no candidates successfully complete the process, the District may re-advertise and conduct a process open to both internal and external applicants.

Section 2

All promoted employees subject to this Agreement will be required to serve a probationary period of 12) months from the date of their promotion. Upon mutual Agreement with the Union, the District may extend the probationary period up to six additional months (total of 18 months).

In the event that the District determines that an employee is unable to successfully complete his or her probationary period, the employee will be entitled to return to his or her prior rank. Any reduction in rank during the probationary period shall not be subject to grievance arbitration.

Section 3

In the event that the District establishes new uniformed classifications below the rank of Battalion chief (i.e. Captain, Lieutenant, Firefighter/Mechanic, etc.) the Employer recognizes its obligation to bargain the wages, hours, and working conditions of such classifications with the Union.

Section 4

Promotion to the position of Lieutenant shall be contingent on completion of two years full-time employment as a Firefighter with Central Whidbey Island Fire & Rescue and having met all of the education and certification requirements specified in Appendix C. If it is necessary to test applicants from outside the District, applicants must meet all of the education and certification requirements specified in Appendix C for Firefighter and Lieutenant and have a minimum of three years of full-time experience at the rank of Lieutenant or higher.

Eligibility for participation in the promotional process, and subsequent promotion to the position of Captain shall be contingent on completion of two years full-time employment as a Lieutenant with Central Whidbey Island Fire & Rescue and having met all of the education and certification requirements specified in Appendix C. If it is necessary to test applicants from outside the District, applicants must meet all of the education and certification requirements specified in Appendix C for all ranks up to and including Captain and have a minimum of three years of full-time experience at the rank of Lieutenant or higher.

Section 5

Preference will be given to internal candidates who successfully complete promotional assessment process open to internal and external applicants on the following basis:

- A. 0.25% per year of full-time service with the District up to a maximum of 10 years.
- B. 3.0% if the candidate's raw score is between 70% and 79%
- C. 5.0% if the candidate's raw score is between 80% and 89%
- D. 7.0% if the candidate's raw score is between 90% and 100%

Section 6

Members who are not yet fully qualified to test for promotion but who may become qualified based on years of service, certification, or education, may become qualified within the duration of the promotional list may test for promotion, but will not be placed on the promotional list until fully qualified. When qualified, these members will be placed on the promotional list existing at that time based on their score in the promotional process.

ARTICLE 16-DISCIPLINE AND DISCHARGE

Section 1

The purpose of the disciplinary process is to ensure that members receive clear and appropriate feedback and treatment on unacceptable performance and behavior and that disciplinary measures are applied fairly and equitably with regard for just cause and due process rights. The provisions of this Article serve the needs of both the District and the Union by ensuring clarity of process.

Section 2

No member shall be disciplined except for just cause. Disciplinary action may include the following:

- A. Written reprimand
- B. Suspension without pay
- C. Reduction in pay within grade
- D. Reduction in rank
- E. Discharge

Oral counseling and oral reprimands shall be documented in writing with the date, details of the member's behavior, and supervisor's feedback. Should ongoing inappropriate behavior or performance require escalation of corrective action to discipline, the record of oral counseling or reprimand documents the member's pattern of behavior or performance. However, said documentation shall be clearly marked as simply documentation of oral counseling or reprimand. Oral counseling and reprimands are not considered discipline and are not subject to grievance arbitration.

Section 3

For the purposes of this Agreement, just cause shall be determined in accordance with the following guidelines:

- A. The member shall have warning of the consequences of his or her conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person.
- B. If a rule or order is the subject of the alleged misconduct it must be reasonable and applied evenhandedly, with variations allowed based on the actual situations of the alleged misconduct.
- C. The District must conduct a reasonable investigation.
- D. It must be determined that the member is guilty of the alleged misconduct or act.
- E. The discipline must be appropriate and applied in an evenhanded manner based on the severity of the misconduct or the actual likely impact the misconduct has or would have on the District's operations.
- F. The member's past employment record shall be considered, if appropriate, based on the severity of the act.

Section 4

In the event that the District believes a member may be subject to discipline greater than a written reprimand, the following procedural due process shall be followed:

- A. The member shall be notified of the charges or allegations that may subject him or her to discipline.
- B. The member shall be notified of the disciplinary sanctions being considered.
- C. The member will be given the opportunity to refute the charges or allegations either in writing or orally at an informal hearing.
- D. At his or her request, the employee will be entitled to Union representation at the informal hearing.
- E. For all discipline short of discharge, members shall be provided with a performance improvement plan that outlines required changes in behavior and/or work performance.

Section 5

The District may immediately suspend an employee with pay pending the final decision as to the appropriate discipline to be applied following the pre-disciplinary hearing identified in Section 4.

Section 6

No documentation of disciplinary action shall be placed in a member's personnel file without notice and being provided with a copy of the document to be filed. Employees have the right to review the content of their personnel file. If the employee desires, they may be accompanied by Union representation when reviewing their personnel file and may provide copies of documentation of disciplinary action to the Union.

Members shall be required to sign any documentation of oral counseling, warnings, and reprimands; written reprimand, or more serious disciplinary action. This signature simply indicates that the member has read the content of the document. As indicated in Section 4C members may respond in writing to dispute the content of disciplinary documentation. Should the member do so, this shall be filed along with the District's documentation in the members personnel file.

Supervisors shall review the content of members personnel file with them annually, concurrent with annual performance review. Members may petition for removal of documentation of oral counseling, oral reprimand or disciplinary action on the following basis:

- A. Documentation of oral counseling or oral reprimand after one (1) year
- B. Multiple instances of oral counseling or oral reprimand for related or unrelated cause within a single year after two (2) years.
- C. Written reprimand after two (2) years

- D. Multiple instances of written reprimand for related or unrelated cause within a two year period after three (3) years.
- E. Suspension of less than three shifts without pay after five (5) years

Documentation of disciplinary action shall not be removed from the member's personnel file in any of the following situations:

- A. Any suspension of greater than three (3) shifts without pay
- B. Any violation related to harassment or inappropriate behavior towards other members or members of the public while on duty
- C. Any violations related to conflict of interest or use of their position with the District for personal gain or influence.

ARTICLE 17-GRIEVANCE PROCEDURE

For the purposes of this Agreement, a “Grievance” shall be defined as those disputes involving the interpretation, application, or alleged violation of an express provision of this Agreement. The “Grievant” shall be defined as, either the Employer or the Union, whoever is bringing the grievance. The “Respondent” shall be defined as the party, either the District or the Union who allegedly caused the violation. The following procedures shall apply to the resolution of all grievances, which are not otherwise resolved. Nothing in this Article shall preclude the Union from acting in its own behalf as the aggrieved party.

Section 1

Working days, as it applies to this Article, shall mean Monday through Friday, excluding the holidays listed in Article 30. Should the Respondent fail to comply with the time limits herein, the Grievant may appeal immediately to the next step. Should the Grievant fail to comply with the time limits herein, the Grievance shall be considered abandoned.

Section 2

Informal Discussion: Both parties agree that all Grievances shall be handled as informally as possible. In the event that the Grievant is the Employee, the Employee shall present the Grievance orally to the immediate supervisor, or if the Grievance involves the immediate supervisor, then to the next level of the District chain of command. In the event that the Grievant is the Employer, the Grievant shall present the Grievance orally to the Union President. In either case, the Grievance shall be presented orally within sixty (60) calendar days of the occurrence of incident giving rise to the Grievance. The Respondent shall provide their response within five (5) calendar days following the informal discussion.

Section 3

Step 1: Should the Grievance remain unresolved, after the informal discussion, the Union may formally submit the Grievance, in writing to the District Fire Chief or the Chief’s designee. Formal Submission shall be made within sixty (60) calendar days of the Respondent’s decision to the informal presentation of the grievance, or if no response is received at the conclusion of the five (5) day period provided for the informal discussion. The formal submission shall contain the specific section(s) of the contract allegedly violated, a brief explanation of the circumstances leading up to the grievance, the names of any witness, any evidence, and the proposed remedy. A written decision shall be rendered within ten (10) working days.

Step 2: Should the Grievance be unsettled with a Step 1 decision, the Grievance shall be submitted to the Chairman of the Board of Commissioners or their designee, no later than ten (10) working days following the announcement of a decision from step 1. The Board shall schedule a meeting within ten (10) working days to review the Grievance. The Grievance hearing conducted by the Board may be in “Executive Session”. The aggrieved employee(s) may elect to attend said meeting at their option, shall have the right to be represented by the Union and shall be given an opportunity to present their case. The Board shall render its written decision within five (5) working days of the meeting. The Board, by a

majority vote, may sustain or deny the Grievance, and in so doing may modify the requested remedy of the Grievant by increasing or decreasing the remedy sought.

Section 4

If the grievance is not settled satisfactorily at steps 1 or 2, the Union or the District may give notice to the other within ten (10) working days of their intent to submit the grievance to arbitration. The Union and the District have thirty (30) calendar days to meet and mutually agree on an arbitrator.

Arbitration: The parties shall select a disinterested party to serve as arbitrator. In the event the Employer and the Union are unable to agree upon an arbitrator within the thirty (30) day time limit, the Employer and the Union shall request a list of eleven (11) Northwest arbitrators from the Federal Mediation and Conciliation Service (FMCS). The Employer and Union then shall select an arbitrator from said list. The grieving party shall have first opportunity to strike a name from the list; the other party then shall strike a name. The parties shall rotate strikes until only one name remains. The fees and expenses of the agreed upon arbitrator shall be shared equally between the parties. All other expenses incurred by either party shall be the sole responsibility of the party incurring such expenses including their attorney's fees. The arbitrator shall establish a date, time, and place for a hearing and shall provide reasonable notice thereof to the parties of the dispute. A hearing, which shall be closed to the public and informal, shall be held, and each party shall have the opportunity to present evidence and make argument. The arbitrator shall within thirty (30) working days following the conclusion of the hearing make a written finding of fact and a written determination of the issues in dispute based on the evidence presented. A copy thereof shall be served on each of the parties in the dispute. The decision of the arbitrator shall be final and binding upon both parties.

As related to the resolution of grievances under the terms of this Article, the arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement.

Section 5

Election of Remedies: A Grievance or other claim, dispute or cause of action filed by an Employee or by the Union pursuant to the provisions of any other adjudicative procedure and not under this Agreement shall constitute an election of remedies and a waiver of the subject employee's right to further pursue their Grievance, or the Union's right to require the Employer to arbitrate the Grievance under this Agreement.

ARTICLE 18-POLICY, RULES, GUIDELINES, AND PROCEDURES**Section 1**

The Union agrees that its members shall comply with all Fire Department policy, rules, guidelines, and procedures, including those relating to conduct and work performance. The District agrees that policy, rules, guidelines, and procedures which affect wages, hours and working conditions of members represented by the Union shall be subject to the bargaining procedure.

Section 2

If the Employer determines that the change is necessary to maintain the safe operation of the District, it may change the rules and regulations and/or standard operating procedures pending the outcome of any impact bargaining.

ARTICLE 19-BASIC RATE OF PAY

For the purpose of calculating the hourly rate of pay which shall apply to excess hours of work (overtime), the established monthly salary of each employee shall be multiplied by twelve (12) to obtain the annual salary, which shall then be divided by the annualized hours of work as specified in Article 22-Hours of Work.

ARTICLE 20-OVERTIME, STANDBY TIME, CALLBACK, AND COMPENSATORY TIME**Section 1**

For the purpose of calculating Fair Labor Standards Act overtime for regular hours worked, a work period as defined in Article 22 Hours of Work shall be used. Paid leaves of absence, i.e.; vacation, holiday, sick leave, will be deducted from regular hours worked.

Any employee, who is required to perform work in excess of the recognized work hours, as established in Article 22 of this Agreement, shall be compensated at the overtime rate of the position presently held or granted compensatory time off as provided in Section 2 of this Article.

The overtime rate of pay shall be one and one-half times the basic rate of pay as defined in Article 19 of this Agreement, based on the employee's normal shift schedule with the following exceptions:

- A. if an employee regularly scheduled to work a 12-hour or 8.4-hour shift schedule works overtime to provide coverage for a 24-hour shift, they shall be paid overtime based on the hourly rate for employees regularly assigned to a 24-hour shift at their same grade and step.
- B. The overtime rate shall apply to acting pay where the employee working overtime is actually working out of rank.

In the event that it is necessary to provide shift coverage for a bargaining unit employee, bargaining unit employees will be given the first opportunity to work the shift. This opportunity will be rotated equally among the employees using the overtime rotation and callback system outlined in Appendix B. If no bargaining unit member accepts the overtime shift on a voluntary basis, a member may be ordered to fill the shift provided that this does not cause them to work more than 72 hours in a 96 hour period. If no bargaining unit member is available to work, the Employer may use a Temporary Part-Time Firefighter from a list of no more than twelve (12) Temporary Part-Time Firefighters maintained by the District.

The employee shall be paid at the overtime rate for a minimum of two (2) hours for each occurrence of all the time worked outside of his regularly scheduled hours of work. The aforementioned two (2) hours minimum shall not apply to employees held over for an alarm, past termination of their scheduled shift or answering an alarm with two (2) hours prior to the start of their scheduled shift, nor shall it apply to Captains serving as Command Duty Officer as provided in Section 3 of this article.

Employees shall receive overtime for periods before and after scheduled shifts for those periods exceeding fifteen (15) minutes. Overtime shall be paid thereafter in fifteen (15) minute increments.

Captains called back as Command Duty Officer shall be paid at the overtime rate for a minimum of one (1) hour for each occurrence of all the time worked outside of his regularly scheduled hours of work.

Section 2

Compensatory time shall be defined as time off at the rate of one and one-half (1-1/2) times the number of overtime hours worked. With mutual consent of the District, employees may elect to receive compensatory time off in lieu of overtime compensation. Request for compensatory time off is governed by the same policies and procedures as annual leave.

Compensatory time will be capped at seventy-two (72) hours. Compensatory time may be carried over from year to year, but any hours exceeding seventy-two (72) will be automatically cashed out at the earliest payroll cycle.

At the sole discretion of the District, accrued compensatory time may be cashed out or carried forward when an employee is promoted to a higher classification. If the employee's accrued compensatory time is cashed out prior to promotion, overtime compensation as defined in this Agreement shall be paid at the employee's rate of pay when the compensatory time was earned.

Upon separation, employees shall be paid at their current rate of pay for all unused compensatory time.

Section 3

Captains may be designated as qualified Command Officers by the Fire Chief as specified in Standard Operating Guideline (SOG) 1.1.11 Command Duty Officer. If a full-time Captain is assigned to serve as Command Duty Officer outside of their normal work hours they shall be paid \$3.44/hour standby time for hours served.

ARTICLE 21-COMPENSATION

Section 1

The Base Salary Schedule is provided in Appendix A-Salary Schedule. Base salary for all grades and steps will be determined as a percentage of Top Step (Step 5) Firefighter. This salary schedule in Appendix A reflects a 3.6% increase in Top Step Firefighter Salary in 2019, 2020, and 2021.

Adjustments to the Salary Schedule for the 2019 calendar year shall be retroactive back to January 1, 2019. Retroactive compensation shall be paid in the first pay period following ratification of this agreement by the District and the Union.

Section 2

The District shall provide deferred compensation in the amount of 4% of the employees' base salary. In addition, the District shall maintain a life insurance policy in the amount of \$25,000 for each employee covered by this agreement.

Section 3

If the District determines the need for an employee to work out of class (e.g., Firefighter acting-in-capacity (AIC) as a Lieutenant), selection shall be made on the following basis:

- A. If one or more members that are on-duty are on the promotional list for the position to be filled, the member with the highest-ranking list will be designated to AIC. If a member on the promotional list declines to AIC, they will be removed from the promotional list.
- B. If no member on duty is on the promotional list for the position to be filled, the member with the highest seniority as determined in Article 9 will be designated to AIC, with following exception:

If a company officer (Lieutenant or Captain) trades time with a firefighter, the regularly scheduled officer will fill their normal supervisory role. If the regularly schedule company officer is not working, the officer working the trade will supervise the shift.

Firefighters assigned to AIC as a Lieutenant who fully meet the qualifications for Lieutenant specified in Appendix C (except for time in grade) shall be paid 5% of the hourly rate for top step Firefighter (F5) in addition to their regular hourly rate of pay. Firefighters assigned to AIC as a Lieutenant who do not meet all the requirements for Lieutenant specified in Appendix C, shall be paid 3% of the hourly rate for F5 in addition to their regular hourly rate.

Lieutenants assigned to AIC as a Captain who are fully meet the qualifications for Captain specified in Appendix C (except for time in grade) shall be paid 5% in addition to their regular hourly rate of pay. Lieutenants assigned to AIC as a Captain who do not meet all the requirements for Captain specified in Appendix C, shall be paid 3% in addition to their regular hourly rate of pay.

Captains assigned to AIC as a Deputy Fire Chief who are fully meet the qualifications for Deputy Fire Chief specified in the District's Classification Specification for Deputy Fire Chief (except for time in grade) shall be paid 5% in addition to their regular hourly rate of pay. Captains assigned to AIC as a Deputy Fire Chief who do not meet all the requirements for Deputy Fire Chief specified in the District's Classification Specification, shall be paid 3% in addition to their regular hourly rate of pay. A Captain assigned to AIC as Deputy Fire Chief is responsible for the day-to-day management and supervisory duties of the Deputy Chief. Serving as Command Duty Officer under the provisions of Article 20, Section 3 does not qualify as acting in capacity as Deputy Fire Chief.

AIC pay shall be paid for all hours worked if the employee acts in capacity for in excess of 6 hours.

The District and the Union recognize that members assigned to serve out-of-class for an extended period have a greater supervisory responsibility than those who act-in-capacity on an intermittent, short term basis. As such, members assigned to act-in-capacity for in excess of 90 days, will be paid at the full rate of pay for the rank in which they are acting (i.e., a Firefighter acting as a Lieutenant for in excess of 90 days would be paid at the full rate of pay for a Lieutenant).

Section 4

Members who have an Associate Degree from a regionally accredited college, or who are enrolled in a Baccalaureate degree program and have met the requirements to matriculate as a Junior, will receive incentive pay in the amount of 2% of their base salary. Members who have a Baccalaureate Degree from regionally accredited college or university will receive incentive pay in the amount of 4% of their base salary. This incentive will be paid monthly.

Section 5

Members having at least 10 years of service as a full-time employee will receive longevity pay as a percentage of their base salary in accordance with the following schedule.

Years of Service	Longevity Pay
10-14	4.00%
15-19	6.00%
20-25	8.50%
25	9.75%

Section 6

Members will receive incentive pay for maintaining following certification and qualifications:

Qualification	Incentive Pay
Fully Qualified for Promotion	1.00%
ICC Fire Inspector II	1.00%

For Firefighters and Lieutenants, fully qualified means meeting the certification and qualification requirements specified in Appendix C-Qualification and Certification Matrix. For Captains, fully qualified means meeting the certification and qualification requirements specified in the Classification Specification for the District's lowest rank of Chief Officer.

Upon assignment as Senior Fire Inspector/Fire Investigator members must hold qualification as an ICC Fire Inspector II prior to assignment and achieve the following qualifications within 24 months of assignment. Members assigned as Senior Fire Inspector/Fire Investigator will receive the following incentive pay upon achieving the requisite qualifications:

Qualification	Incentive Pay
ICC Fire Plans Examiner	1.5%
IAAI Fire Investigation Technician	1.5%

- A. All members of the bargaining unit shall be notified and those qualified shall be given an opportunity to apply for assignment as Senior Fire Inspector/Fire Investigator. Such notice shall be posted 60 days in advance with shorter notice permissible if mutually agreed to by the Union and the District.
- B. Qualifications for assignment as Senior Fire Inspector/Fire Investigator are as stated in this section and continuation of assignment and receipt of plans examiner and fire investigator incentive are dependent on achievement of these qualifications within 24 months.
- C. If multiple members apply desire to compete for this assignment, the selection process used shall assess the candidate's ability to perform the duties of the position and shall be fairly and impartially administered
- D. At the conclusion of the selection process, candidates will be notified of their overall score, scores in each element of the process, and provided with written feedback on their strengths and areas in which they could improve. Applicants who achieved a passing score shall be notified of their standing on the promotional list.

Incentive pay for qualification is additive (members may receive incentive pay for multiple qualifications) and is in addition to educational incentive received under the provisions of Section 4 of this Article.

ARTICLE 22-HOURS OF WORK

Section 1

All shifts normally start at 0730 hours unless mutually agreed upon by the employer and the affected employee(s). The District has three defined duty cycles as defined in Sections 2 and 3.

Section 2

24-Hour Shift: A typical work schedule would be 24-hours on duty followed by 48 hours off duty.

By definition, a Fair Labor Standards Act (FLSA) Shift or Kelly Shift, is a regularly occurring shift where an employee is given time off to reduce the annualized hours of work in order to comply with FLSA overtime threshold. Only employees working the 24-hour, 28-day cycle are eligible for Kelly Shifts. Kelly Shifts are not hours worked and the employee shall receive no compensation for the Kelly Shift.

Members assigned to 24-hour shift work shall have their annualized hours reduced through the use of Kelly days on the following basis:

Kelly Days	Hours/28 Day Cycle	Annualized Hours
12	205	2640

In order to evenly reduce the workweek throughout the year, one Kelly Shift shall be scheduled in each Kelly Cycle. The Kelly Cycle shall be determined by dividing 365 (days per year) by the number of Kelly Shifts received to reduce annualized work hours. Members shall schedule each of their Kelly Shifts for the upcoming calendar year prior to December 15. No more than one member on a shift may be scheduled for a Kelly Shift on a given day. In the event that members choose the same day for their Kelly Shift, the member having the highest seniority will be granted the Kelly Shift. With two-week advance written request and upon approval of the Fire Chief or his or her designee, members may change pre-scheduled Kelly Shifts. Approval is dependent on shift staffing and the operational needs of the District.

Section 3

Day Shift: Members assigned to a 12-hour day shift work 48 hours in an eight day cycle for 2190 annualized hours of work. Members assigned to 10.5 or 8.4 hour day shifts work 42 hours in a seven day cycle for 2190 annualized hours of work. Typical work schedules include: Four 12-hour shifts followed by four days off, four 10.5-hour shifts followed by three days off, or five 8.4 hour shifts followed by two days off.


Based on mutual Agreement between the District and the employee, members assigned to day shift, staff work assignments may flex their hours of work, provided that they work an annualized average of 48 hours if working a 12-hour shift schedule or 42 hours per week if working an 8.4 hour shift schedule.

Section 4

Work Schedule Changes: Employees shall be provided with 30-day written notice changes in work schedule as outlined in this section. The requirement for 30-day notice shall not apply in cases where an employee is rescheduled to accommodate and cover for absence of a Union Representative who is away on Union Business as provided in Article 3 or if the employee waives the requirement for 30-day notice.

- A. Employees who wish to request a change in work schedule shall submit a written request at least 30 days in advance. The District will give full consideration to requested schedule changes and respond in writing within 20 days of receiving the request.
- B. In the event of a shift change, employees on the 24-hour duty cycle shall have at least 24 hours off-duty prior to starting their new shift assignment.

Section 5

Members requesting to attend training for the purposes of professional development agree to modify their work schedule (e.g., days of work, start and end time). Members assigned to a 24-hour shift schedule would maintain their  24 hour, 28 day cycle and would be paid overtime for any hours worked outside the normal number of hours that they would have worked on their regularly scheduled shift. For example, if a member would have worked 48 hours during the week that they were attending training, up to 48 hours would be paid at straight time for those hours and would be compensated at their overtime rate for hours in excess of 48. The date and time that the member will go off and return to their normal shift schedule will be specified in advance of training attendance.

ARTICLE 23-SICK LEAVE

Section 1

The purpose of sick leave benefits is to provide income protection for employees who are temporarily absent from work due to illness or injury or due to illness or injury of a member of their immediate family. Immediate family shall be defined, for this section, as spouse/domestic partner, children/step children, foster children, mother, father, or any individual that the employee has legal guardianship of. Bargaining unit members are also authorized to use paid sick leave for absences that qualify for leave under the domestic violence leave act, RCW 49.76.

Section 2

Monthly and maximum sick leave accrual shall be based on employees normal work schedule as follows:

Work Schedule	Monthly Accrual	Primary Bank Maximum Accrual	Secondary Bank Maximum Accrual
24-Hour Shift	24.00 Hours	1200 Hours	1000 Hours
12-Hour Shift	19.90 Hours	995 Hours	829 Hours
10.5 Hour Shift	19.90 Hours	995 Hours	829 Hours
8.4 Hour Shift	19.90 Hours	995 Hours	829 Hours

New employees will be provided with an advance of two times the monthly accrual rate for their normal shift schedule.

Employees shall accrue sick leave in their primary bank until they reach the primary bank maximum accrual. Accrual and use of leave from the secondary bank is addressed in Section 5 of this Article.

Employees who transfer from a 24-hour shift schedule to 12, 10.5, or 8.4 hour shift schedule shall have their accrued sick leave hours adjusted by multiplying the accrued leave balance by a conversions factor determined by dividing the day shift monthly accrual by the 24-hour shift monthly accrual. Employees who transfer from a 12, 10.5, or 8.5 hour day shift schedule to a 24-hour shift schedule shall have their accrued leave hours adjusted by dividing the accrued leave balance by conversions factor determined by dividing the day shift monthly accrual by the 24-hour shift monthly accrual.

Section 3

Employees may use sick leave in one (1) hour increments.

Section 4

Upon return to work, employees who have been absent for an extended period may be required to provide written verification of their illness or injury and/or ability to return to work from a physician of the employee's choice. Absence for an extended period is defined based on shift schedule as follows:

- A. 24-hour shift schedule: Four (4) shifts
- B. 12-hour shift schedule: Eight (8) shifts
- C. 8.4 hour shift schedule: Ten (10) shifts

Further, the District may require employees who have been absent for greater than six (6) months to be medically evaluated for fitness for duty by a physician of the District's choice. If fit for duty, members shall be provided with training to provide work hardening and ensure skills competency based on the requirement of their current rank.

Section 5

Members who have reached their maximum primary sick leave bank accrual shall accrue sick leave in a secondary sick leave bank until reaching the maximum accrual specified in Section 2.

The secondary sick leave bank provides an extended period of salary protection in the event of a serious injury or long term illness. As such, the secondary sick leave bank may only be used after the primary sick leave bank has been exhausted and prior to donation of sick leave by other employees.

The secondary sick leave bank is for the employee's exclusive use and may not be used to donate sick leave to other members under the provisions of Section 6.

Section 6

Department members may donate unlimited accrued sick leave to any Department member that meets the following criteria;

- A. No demonstrated sick leave abuse during the previous twelve (12) months.
- B. A member suffering from a serious illness, injury, disability, or medical condition certified by the employees treating physician that prevents regular assigned duties, care of a member of their immediate family as specified in Section 1, or other legitimate use of sick leave such as Family Leave specified in Article 24.
- C. The employee's condition has exhausted his or her accrued sick leave and annual leave.

Section 7

Existing District employees hired into positions represented by the bargaining unit (e.g., Part-Time Firefighters) shall retain their accrued sick leave balance. This balance will be added to the sick leave advance provided to new employees as provided in Section 2 of this Article.

ARTICLE 24-FAMILY LEAVE

Section 1

The District will withhold 0.2533% of employees' gross wages for payment of the employee share of the Washington Paid Family Medical Leave Program beginning January 1, 2019 (effective date of this agreement). Premiums for wages between January 1, 2019 and receipt of retroactive pay as specified in Article 21, Section 1 will be deducted from retroactive pay.

Employees shall be granted family leave in accordance with the Federal Family Medical Leave Act (FMLA) and the Washington Paid Family Medical Leave Act (PFML). Paid Family Medical Leave will be available to employees effective January 1, 2020. However, the Washington Department of Labor and Industries has not yet published regulations on how this program must be implemented by employers. At such time as these regulations are published the District will discuss implications with the Local and if required will bargain any related impacts.

Section-2

The District will continue to pay the District's portion of the employee's health insurance premium during employee's use of unpaid family leave. However, the employee will continue to be responsible for the employee's portion of the health insurance premium (if any).

Section 3

Seniority will continue to accrue during unpaid family leave.

ARTICLE 25-MILITARY LEAVE

Employees who are members of the Washington National Guard or of the Army, Navy, Air Force, Coast Guard, or Marine Corps reserve of the United States, or of any organized reserve or armed forces of the United States shall be granted maximum of 21 days of military leave between October 1 and September 30th of the following year pursuant to the provisions of the Federal Uniformed Services Employment and Reemployment Rights Act (USERRA).

Employees who are members of the Washington National Guard or of the Army, Navy, Air Force, Coast Guard, or Marine Corps reserve of the United States, or of any organized reserve or armed forces of the United States shall have reemployment rights as provided in the Federal Uniformed Services Employment and Reemployment Rights Act (USERRA).

ARTICLE 26-JURY/COURT DUTY**Section 1**

All employees shall be allowed necessary leave to serve as a member of a jury. During such leave, employees will be paid at their regular rate of pay. Any jury duty pay (exclusive of expenses) received for his/her service on a workday shall be reimbursed to the Employer. The Employer has the right to request dismissal of an employee from serving on jury duty.

Section 2

Employees shall be required to report to work for any portion of their regularly scheduled shift during which they are not actually serving on a jury or waiting to be impaneled.

Section 3

When an employee is required to appear in court on his or her time off, as a direct result of proper activity as an employee of the District, he or she shall be given court leave. Such leave shall be compensated at the rate of one and one half times of the actual hours requiring his or her presence in court. The employee shall have the responsibility to communicate with the court system and the District to determine the actual time requiring his or her presence. Any compensation received for such court appearances shall be turned over to the Employer.

ARTICLE 27-BEREAVEMENT LEAVE

In the event of a death of a family member of the employee, employees working a 24-hour shift schedule shall be granted two (2) shifts off with pay and employees working a 12 or 10.5 hour shift schedule will be granted four shifts off with pay, and employees working an 8.4 hour shift schedule will be granted five (5) shifts off with pay. Should the emergency or death situation require the employee for a period beyond the affected shift(s), the employee may be allowed to use annual leave, compensatory time, or shift trades on short notice (i.e., without meeting the notice requirements specified in Article 29.

For the purposes of this Article, family shall be defined as spouse or domestic partner and children of the employee, (including stepchild or legally adopted child), mother, father, brother, or sister, grandmother, grandfather and grandchildren of the employee, and those of the employee's spouse.

ARTICLE 28-LEAVE OF ABSENCE

A leave of absence, without pay or benefits, may be granted an employee for a period not to exceed one year. A request is to be submitted in writing, detailing the need for the leave, subject to a determination by the Chief that such leave is justified and can be granted without undue hardship to the Employer. Seniority shall not continue to accrue during a leave of absence.

ARTICLE 29-ANNUAL LEAVE

Section 1

Monthly and maximum annual leave accrual in hours shall be based on employees normal work schedule as follows:

Work Schedule	<1 Year	2 Years	3 Years	4 Years	>5 Years	Maxium Accrual
24-Hour	10.00	14.00	20.00	24.00	25.92	720
12-Hour Shift	7.92	11.08	15.83	19.90	21.03	597
10.5 Hour Shift	7.92	11.08	15.83	19.90	21.03	597
8.4 Hour Shift	7.92	11.08	15.83	19.90	21.03	597

Employees shall accrue annual leave commencing six (6) months after the date of hire, but shall not be eligible to use annual leave until first completing one year of employment. Annual leave hour benefits will not be credited to employees where such credit would exceed this maximum accrual limit.

Employees who transfer from a 24-hour shift schedule to 12, 10.5, or 8.4 hour shift schedule shall have their accrued sick leave hours adjusted by multiplying the accrued leave balance by a conversions factor determined by dividing the day shift monthly accrual by the 24-hour shift monthly accrual. Employees who transfer from a 12, 10.5, or 8.5 hour day shift schedule to a 24-hour shift schedule shall have their accrued leave hours adjusted by dividing the accrued leave balance by conversions factor determined by dividing the day shift monthly accrual by the 24-hour shift monthly accrual.

Section 3

Employees must take annual leave in blocks of six (6) hours (i.e., 6, 12, 18, 24-hours) and must submit written leave requests two (2) weeks in advance of the date of use. However, the Fire Chief may waive the requirement for two week notice at his or her discretion.

Section 4

Upon separation, the employee shall be compensated for any unused vacation time at their basic rate of pay as defined in Article 19. If separation is the result of death, any compensation owed shall be paid to the estate of the employee.

ARTICLE 30-HOLIDAYS

Section 1

24-hour and 12-hour shift employees shall receive 120 hours of pay in lieu of the holidays listed below. Employees working a 10.5 or 8.4 hour shift schedule shall receive these days off.

New Year’s Day	Martin Luther King Day	Presidents Day
Memorial Day	Independence Day	Labor Day
Veterans Day	Thanksgiving Day	
Christmas Eve	Christmas Day	

Employees shall receive holiday compensation on the November pay period.-Employees not employed for a full year (November to November) or who terminate their employment part way through the year shall have their holiday compensation prorated on a monthly basis.

Section 2

Employees may take up to two shifts (days) of unpaid holiday leave for reasons of faith or conscience or for an organized activity conducted under the auspices of a religious denomination, church, or religious organization as specified in the following table.

Shift Schedule	Unpaid Holiday Leave
24-Hour	48.0 Hours
12-Hour	24.0 Hours
10.5-Hour	21.0 Hours
8.4-Hour	16.8 Hours

Unpaid holiday leave specified in this section must be taken as a full shift (day) and must be taken in consultation with the District. The District may deny a given instance of such leave if authorization of leave will result in undue hardship to the District as defined in the Washington Administrative Code (WAC) 82-56-020. Determination of undue hardship will be made by the District on a case-by-case basis.

ARTICLE 31-SHIFT TRADES

Shift trades between members who are qualified to work in a given classification (e.g., firefighters for firefighters, company officers for company officers, firefighters qualified to act in capacity for officers, officers for firefighters) are permitted in accordance with the provision of this Article, provided that such trades do not result in a requirement for overtime or acting in capacity compensation.

Shift trades are a voluntary exchange between employees and shall be requested and documented in accordance with District standard operating guidelines and must be approved in advance by the Fire Chief or his or her designee. Employees must submit written shift trade requests 72-hours in advance for any trade exceeding 12 hours. However, the Fire Chief may waive the requirement for 72-hour notice at his or her discretion.

Shift trades of 12-hours or less do not require 72-hour notice or advanced approval. However, a written shift trade request form is required and hours traded and worked shall be reflected on the member's time and activity report (TAR).

If the covering employee is absent due to use of sick leave, the time will be charged to their accrued sick leave balance.

ARTICLE 32-INSURANCE**Section 1**

The Employer will maintain the current WFCA PPO -100 plan, paying 100% of the premium cost for the employee and 80% of the premium cost for dependents.

Section 2

The Employer will not change providers or plans without negotiation with the Union. The Labor/Management committee will meet annually to review current plans and other options.

ARTICLE 33-MEDICAL EXPENSE REIMBURSEMENT PLAN (MERP)**Section 1**

The District shall make monthly contributions on a pre-tax basis from the base salary of each employee to the Washington State Council of Fire Fighters "Medical Expense Reimbursement Plan (MERP)". The contribution to the WSCFF MERP shall be \$75.00 per month.

Section 2

These contributions shall be included as salary for the purpose of calculating retirement benefits, if authorized by the Washington State Department of Retirement Systems (DRS). Such trust fund shall be used to pay health insurance premiums for eligible future retirees.

ARTICLE 34-LIGHT DUTY

An alternate duty program will attempt to utilize the skills of injured or ill personnel during rehabilitation, as reasonably determined by the Employer in its sole discretion. The Employer shall furnish the Employee's licensed medical doctor with a list of duties, work schedule, and physical requirements involved with the light duty assignment. If the Employee is released to light duty assignment by their licensed medical doctor, the Employer may assign the Employee temporarily to special duty not to exceed an average of forty two (42) hours per week within a given month for a maximum of six (6) months duration, assuming such light duty work is available.

ARTICLE 35-LEOFF II SALARY PROTECTION

The District will supplement Labor and Industries coverage, up to full base pay, for a period of six (6) months following an on duty incurred disability, so long as the claim is approved by Labor and Industries.

As required by RCW 41.04.500, the District will supplement Labor and Industries coverage for employees who qualify for payments under RCW 51.32.090 due to a temporary total disability.

- A. Supplemental payment shall be an amount which, when added to the amount payable under RCW 51.32.090 will result in the employee receiving the same net pay he or she would have received for full time active service.
- B. The leave supplement provided by the District shall begin on the sixth calendar day from the date of the injury (the date of injury shall count as the first calendar day) and shall continue for a maximum of six months from the date of injury.
- C. One-half of the amount of the supplement as defined in RCW 41.04.505 shall be charged against the accrued paid leave (i.e., sick leave, vacation) of the employee, the remainder shall be paid by the District.
- D. If an employee has no accrued paid leave at the time of an injury or illness which entitles him to benefits under RCW 51.32.090, or if accrued paid leave is exhausted during the period of disability, the employee shall receive only the 50% of the disability leave supplement paid by the District
- E. While an employee is receiving disability leave supplement, the employee, subject to the approval of his or her treating physician, may with the permission of the Fire Chief perform light duty tasks consistent with the provisions of Article 34, with no reduction in the disability leave supplement.
- F. Medical and dental insurance benefits as specified in Article 32 shall continue while an employee is receiving disability leave supplemental payments.

ARTICLE 36-CHAIN OF COMMAND

In the course of normal day-to-day work activity, career Firefighters work for the Career Lieutenant (or AIC Lieutenant) on their assigned shift. Full-Time Lieutenants or Captains and the Firefighter Mechanic may work for the Deputy Chief or Fire Chief.

During emergency incident operations, all District personnel operate within the context of the National Incident Management System (NIMS) and Central Whidbey Island Fire & Rescue (CWIFR) Standard Operating Guidelines (SOGs) on incident command. During emergency incident operations, career firefighters report to their company officer/crew leader or if functioning as a crew leader to the Incident Command System (ICS) supervisory position (e.g., Command, Branch Director, or Division/Group Supervisor) their resource is assigned to.

ARTICLE 37-UNIFORMS AND PROTECTIVE CLOTHING

Section 1

The Employer will provide the following initial clothing issue:

Number	Item
1	Work Shirt (Sweat Shirt)
2	T-Shirts
1	Baseball Hat
2	Class B Uniform Shirts
2	Class B Uniform Pants
1	Badge
1	Black Belt
1	Pair Uniform Boots
1	Class B Uniform Jacket
1	Fire Resistant Coveralls

Members reaching five years of service with the district (inclusive of any volunteer or part-time service) shall be issued a Class A Uniform inclusive of the following:

Number	Item
1	Dress Uniform Hat
1	Dress Hat Badge
1	Dress Hat Chinstrap
1	Class A Blouse (Jacket)
1	Class A Lapel Insignia
1	Class A Pants
1	White Shirt
1	Black Tie
1	Black Belt
1	Pair Dress Uniform Shoes

Nothing precludes the Union from purchasing Class A Uniforms for bargaining unit members following completion of their probationary period. Should the Union choose to do so, the District will reimburse the Union for this expense in the month following the member's fifth anniversary with CWIFR (inclusive of volunteer and part-time service).

Section 2

Starting in the second year of employment, members will be provided with a \$400.00 allocation for maintenance of uniform clothing in consistence with the District's Uniform and Appearance Standard Operating Guideline (SOG).

- A. Members may purchase uniform clothing specified in the Uniform and Appearance SOG from approved vendors.
- B. Members may draw logo wear (e.g., t-shirts, sweatshirts) from District stock and with the cost charged to their annual clothing allocation.
- C. Members may not purchase items not listed in the Uniform and Appearance SOG (e.g., Union logo wear) with their annual clothing allocation.
- D. Member's annual clothing allocation will not roll over from year-to-year.

ARTICLE 38-RESERVED

Reserved

ARTICLE 39-MILEAGE

Employees required to use their private automobiles while on official Fire District business shall be compensated at the current General Services Administration (GSA) rate.

ARTICLE 40-PROFESSIONAL DEVELOPMENT

The District desires to encourage bargaining unit members' professional development and provide equitable opportunity and funding for all employees participation. To that end, the District shall, within the limits of budgeted funds, pay course fees, tuition for accredited educational coursework, and related training and education expenses as provided within this Article.

Section 1

If an employee is assigned to attend training by the employer, time spent in the course shall be considered time worked. If an employee requests to attend elective training for the purpose of professional development time spent in the course shall not be considered time worked. Time spent attending accredited higher education shall not be considered time worked.

Section 2

Within the limits of budgeted funds, the District will pay tuition in advance for courses approved by the Fire Chief or his designee on the following basis:

- A. Prior to applying for payment of tuition, members must have satisfactorily completed their probationary period.
- B. Approval of elective non-credit training or higher education coursework shall be dependent on the employee having a professional development plan that defines how the specific course of training and/or education will positively impact the employee and the District.
- C. If required course texts are not available in the District library, the District will purchase the required texts. Texts will be the property of the District and must be returned to the District library upon completion of or withdrawal from the course.
- D. Any college or university coursework paid for by the District must be taken at an accredited institution.
- E. Members accepting District funds for undergraduate coursework must successfully complete the course with a minimum grade of C (or Pass). If accepting District funds for graduate level coursework, bargaining unit members must successfully complete the course with a minimum grade of B.
- F. Members must provide the District with successful course completion within 30 days of the end of the term. Members who fail to successfully complete the District funded educational coursework or who fail to provide documentation of successful completion shall reimburse the District 100% of the cost of tuition and course texts within 12 months of the end of the course.

- G. In the event that the member voluntarily leaves the District within one year of completion of education funded by the District, the employee shall reimburse the District 100% of the cost of the tuition paid by the District. If the District has not been reimbursed prior to the employee's last day of work, reimbursement shall be paid out of the member's accrued and unused annual leave and/or final payroll check.

Section 4

The Employer may allow the use of a District vehicle to and from an educational event upon written approval from the Chief.

ARTICLE 41—WELLNESS AND FITNESS

Section 1

The District shall provide one hour for on-duty personnel to engage in non-competitive physical fitness training. Personnel working a 24-hour shift schedule shall participate in a minimum of 30 minutes of physical fitness training each shift. Personnel assigned to a day shift schedule (e.g. four or five days per week) shall participate in a minimum of 30 minutes of physical fitness training at least three times weekly. This training may include aerobic, strength, and/or flexibility training based on the needs of the individual. The provisions of this Section are subject to the impact of operational activity.

Section 2

The District shall establish a wellness and fitness committee comprised of representation of the District, the Union, part-time members, and volunteers. This committee shall be tasked with development of a comprehensive wellness and fitness program and annual fitness for duty assessment for all members, regardless of employment status.

Section 3

The Labor/Management Committee as defined in Article 7 shall engage in discussion and work to reach consensus on the following subjects:

- A. Wellness education and personal medical risk management
- B. Tobacco use policy
- C. Drug and alcohol policy
- D. Required Medical Physical Examinations

Section 4

All bargaining unit members will undergo a fitness assessment for the purpose of providing guidance to physical fitness training activity at least annually. Individual data from these assessments will be treated as confidential and will not be provided to the District. The District's Wellness/Fitness Program Manager may provide aggregate data that does not identify individuals or individual performance to the District to document the effectiveness of the wellness/fitness program.

Section 5

The District will provide access to a confidential Employee Assistance Program (EAP) to help employees and their family members resolve personal or work-related problems at no cost to the Employee.

ARTICLE 42-SAVING CLAUSE

Should any provision of this Agreement or the application of such provision be rendered or declared invalid by a court of final jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 43-SUCCESSORS

Section 1

Prior to any contracting out, consolidation, merger, annexation, or incorporation the Employer agrees to notify the Union and bargain, to the extent required by R.C.W. 41.56.

Section 2

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein, contained shall be effected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer, or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

ARTICLE 44-DURATION**Section 1**

This Agreement shall become effective January 1st, 2019 and continue through December 31st, 2021.

Section 2

The Union and the District agree to commence negotiations in March of the year in which this agreement expires to facilitate inclusion of any economic impacts of the subsequent collective bargaining agreement in the District's annual budget and minimize delay in members' receipt of related changes in compensation.

Central Whidbey Island Fire & Rescue and Central Whidbey Island Firefighters, Local 4299 International Association of Firefighters hereby agree to the contents of this Agreement.

9.12.19

Date:



President Derik Vrable, Local 4299 IAFF



Vice President Jerry Helm, Local 4299 IAFF

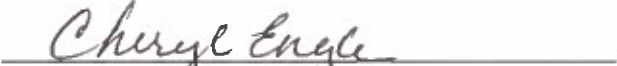
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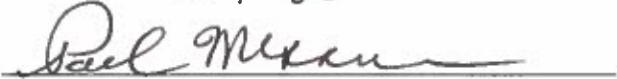


Fire Chief Edward E. Hartin

Commissioner Steve Hutchinson



Commissioner Cheryl Engle



Commissioner Paul Messner

APPENDIX A-SALARY SCHEDULE

Grade	Step	% of F5	2019	2020	2021
Firefighter	F1	75%	\$56,648.17	\$58,687.51	\$60,800.26
	F2	80%	\$60,424.72	\$62,600.01	\$64,853.61
	F3	85%	\$64,201.26	\$66,512.51	\$68,906.96
	F4	95%	\$71,754.35	\$74,337.51	\$77,013.66
	F5	100%	\$75,530.90	\$78,250.01	\$81,067.01
Firefighter/Mechanic	M1	95%	\$71,754.35	\$74,337.51	\$77,013.66
	M2	100%	\$75,530.90	\$78,250.01	\$81,067.01
	M3	105%	\$79,307.44	\$82,162.51	\$85,120.36
	M4	110%	\$83,083.99	\$86,075.01	\$89,173.71
	M5	115%	\$86,860.53	\$89,987.51	\$93,227.06
Lieutenant	O1	115%	\$86,860.53	\$89,987.51	\$93,227.06
Captain	O2	121%	\$91,392.38	\$94,682.51	\$98,091.08

The following matrix will be used to determine compensation for a Lateral Entry Firefighter/Mechanic based on qualifications.

Fire/EMS Certification	EVT Certification					
	EVT Level I (FA)	EVT Level II (Fire)	Master EVT (FA)	EVT Level I (FA & AMB)	EVT Level II (FA & AMB)	Master EVT (FA & AMB)
Firefighter I	Step 1	Step 2	Step 3	Step 2	Step 3	Step 4
<i>Upon Completion of EMT-B & Firefighter II</i>	Step 2	Step 3	Step 4	Step 3	Step 4	Step 5
Firefighter I & EMT-B	Step 1	Step 2	Step 3	Step 2	Step 3	Step 4
<i>Upon Completion of Firefighter II</i>	Step 2	Step 3	Step 4	Step 3	Step 3	Step 5
Firefighter II	Step 1	Step 2	Step 3	Step 2	Step 3	Step 4
<i>Upon Completion of EMT-B</i>	Step 2	Step 3	Step 4	Step 3	Step 4	Step 5
Firefighter II & EMT B	Step 2	Step 3	Step 4	Step 3	Step 4	Step 4
<i>After Six Months Service</i>						Step 5

APPENDIX B-OVERTIME & CALLBACK SCHEDULE (Revised-See 11/20 MOU)

Overtime for shift coverage may be worked by members who are qualified to work in a given classification (e.g., firefighters for firefighters, company officers for company officers, firefighters qualified to act in capacity for officers, officers for firefighters). If the District determines the need to provide shift coverage, opportunity to work overtime shall be distributed equitably on the following basis using a single list.

- A. Members will be offered the opportunity to work overtime for shift coverage in reverse order of opportunities to work this overtime. The member with the least opportunity for shift coverage overtime (least number of shifts worked or refused) shall be called first.
- B. Members who work an overtime shift or refuse a shift (regardless of length), or who fail to respond to a message offering the opportunity to work overtime within 15 minutes will be credited with an opportunity to work overtime and the next member on the list shall be called.
- C. All Firefighters inclusive of the Firefighter Mechanic can Act-in-Capacity as a Lieutenant with AIC compensation as provided in Article 21-Compensation, Section 2. The Firefighter Mechanic shall only AIC when working on shift (not his or her normal day work schedule).
- D. The Local shall be responsible of maintaining a list for the purpose of tracking opportunities to work shift coverage overtime.

If a member is not available to provide shift coverage (after calling all available members) the Training and Recruitment Captain or Firefighter Mechanic may cover the shift during his or her normal working hours and an effort made to cover the remainder of the shift using the normal overtime and callback procedure.

If no member accepts an offer of overtime to provide shift coverage, a member will be ordered back using a rotating list as follows:

- A. Prior to ordering a member back for a full shift, the shift shall be split into day (07:30-19:30) and night (19:30-07:30) segments and an attempt made to fill the night segment using the normal shift coverage overtime procedure. If this shift segment cannot be filled, order back shall be used to fill the night shift segment.
- B. Members will initially be placed on the order back list in order of reverse district seniority (regardless of rank)
- C. The first member on the list will be called and ordered back to maintain shift coverage. If the member is unable to work due to illness or other incapacity, they will remain in position on the list and the next member on the list will be called.
- D. If the member works the shift, they will be rotated to the bottom of the order back list.

- E. Shifts for which a member is ordered back will not count as overtime worked in the regular overtime and callback schedule.
- F. If an on-duty member is ordered back, they will not be required to work more than 72 consecutive hours (three 24-hour shifts).
- G. If no member is available for order back due to incapacity or number of hours worked, notify the Deputy Chief or Fire Chief. Under these circumstances, the shift may be filled by a qualified part-time or volunteer member.

APPENDIX C-QUALIFICATION AND CERTIFICATION MATRIX

Firefighter	
Pre-Hire (Step 1)	High School Diploma Washington State Class C Driver's License International Fire Service Accreditation Congress (IFSAC) Firefighter I IFSAC Hazardous Materials First Responder Operations Washington Emergency Medical Technician-Basic
Step 2	NIMS ICS 700 & 100 (within 3 months) Qualified Light Apparatus Operator (within 3 months) IFSAC Pumping Apparatus Operator (within 12 months) Qualified Heavy Apparatus Operator (within 12 months) Marine Rescue Technician (within 12 months) <i>These qualification and certification requirements must be met to successfully complete probation.</i>
Step 3	IFSAC Firefighter II Emergency Medical Services (EMS) Ongoing Training and Evaluation Program (OTEP) Evaluator NIMS ICS 200
Step 4	International Code Council Fire Inspector IFSAC Instructor I
Step 5	IFSAC Instructor II <i>Note: Certification and qualification requirements for Firefighter through Step 5 are equivalent to approximately 47 lower division college credits in Fire Protection Technology (requires transcription of non-traditional credit or assessment of prior experiential learning).</i>
<p><i>Note: The preceding requirements apply to Firefighters hired after July 2010. The promotional qualification and certification requirements for Lieutenant and Captain are inclusive of the current requirements for Firefighter Step 1 through 5.</i></p> <p><i>Note: The requirement for certification as an IFSAC Pumping Apparatus Operator does not apply to members employed by the District prior to 5/1/15. However, incumbent members are encouraged to validate their qualification as apparatus operators by achieving this certification.</i></p>	

Firefighter Mechanic Training and Certification Requirements	
Pre-Hire (Step 1)	High School Diploma Washington State Class C Driver's License 2 Years Journey Person Level Experience as a heavy duty diesel equipment mechanic
Step 2	Fire Apparatus Technician Level I IFSAC Firefighter I Emergency Medical Technician-Basic (EMT-B) NIMS ICS 700 & 100 (within 3 months) Qualified Light Apparatus Operator (within 3 months) Qualified Heavy Apparatus Operator (within 12 months) <i>These qualification and certification requirements must be met to successfully complete probation.</i>
Step 3	Fire Apparatus Technician level II IFSAC Firefighter II NIMS ICS 200
Step 4	Ambulance Technician Level I & II
Step 5	Master Fire Apparatus and Ambulance Technician Level III

Lieutenant Training and Certification Requirements	
Pre-Promotion	<i>All Current Requirements specified for Step 5 Firefighter</i> IFSAC Fire Officer I Blue Card Type IV Incident Commander Associate Degree or Matriculation as a Junior in a Baccalaureate Degree Program 6-day National Fire Academy Resident or Outreach Course or 3 upper division credits in Fire Service or Public Administration
Captain Training and Certification Requirements	
Pre-Promotion	<i>All Requirements Specified for Lieutenant</i> Fire Officer II NIMS ICS 300 2-Week National Fire Academy Resident Course and 6 upper division credits in Fire Service or Public Administration or 12 upper division credits in Fire Service or Public Administration inclusive of 3 general education credits.
1 General education credits include courses in Arts and Letters (art, humanities, literature, speech, writing, etc.); Social Science (history, psychology, sociology, political science); and Science/Math/Computer Studies (chemistry, physics, computer science, mathematics, etc.).	

APPENDIX D-MEMORANDUM OF UNDERSTANDING PART-TIME FIREFIGHTERS

For recognition purposes, the International Association of Firefighters Local 4299 may be referred to as either "IAFF 4299" or "the Union". Central Whidbey Island Fire and Rescue may be referred to as "the District", "the Employer", or "CWIFR". This MOU shall remain in effect unless mutually agreed upon by both parties to be rescinded.

The District and the Union agree to the following:

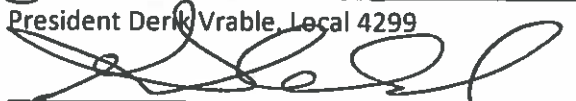
- Recognizing the transitory nature of part-time employment and challenges faced by the District in maintaining consistent part-time staffing. Use of Part-Time Firefighter/EMTs shall not be used as justification for limiting additional full-time staffing.
- Part-time Firefighter/EMTs shall not be used to backfill career positions unless no career member is available.
- Part-Time Firefighter/EMTs will serve as at-will employees. Performance of Part-Time Firefighter/EMTs shall be evaluated on an annual basis with continued employment based on 1) the needs of the District and 2) acceptable performance.
- A maximum of (6) Part-Time Firefighter/EMTs may be used to augment career staff in providing shift coverage.
- In the event of a reduction in force, Part-Time Firefighter/EMTs will be laid off prior to employees represented by the Union.
- The District and the Union agree to bargain the impact of any changes in the use of Part-Time Firefighter/EMTs.

9.12.19

Date:



President Derik Vrable, Local 4299



Vice President IAFF Jerry Helm, Local 4299 IAFF

9.12.19

Date:



Fire Chief Edward E. Hartin

Commissioner Steve Hutchinson


Commissioner Cheryl Engle


Commissioner Paul Messner

APPENDIX E-MEMORANDUM OF UNDERSTANDING COMPARABLE AGENCIES

For recognition purposes, the International Association of Firefighters Local 4299 may be referred to as either "IAFF4299" or "the Union." Central Whidbey Island Fire and Rescue may be referred to as "the District", "the Employer" or "CWIFR" This MOU shall remain in effect unless mutually agreed upon by both parties to be rescinded.

The District and the Union agree to the following:

Comparable fire Districts will be determined based on the following characteristics:

- Population
- Area Served
- Assessed Valuation
- Operational Characteristics (e.g., number of career staff, work schedule, etc)
- Cost of Living Index

As it is unlikely that other fire Districts will have identical characteristics, selection of comparable agencies will be made by mutual Agreement to similarity.

For the duration of this contract, the following Districts were identified as comparable:

- Pacific County Fire District 1
- Jefferson County Fire District 3
- Mason County Fire District 2
- King County Fire District 27
- City of Enumclaw/King County Fire District 27

A list of not less than four and not more than six comparable Districts/department shall be determined by mutual Agreement prior to negotiations regarding wages and benefits.

Compensation of employees between Districts or departments is evaluated on the basis of total compensation hourly rate, which is calculated by dividing total compensation by annual hours worked. Total compensation is inclusive of the following:

- Base Pay
- Deferred Compensation (amount paid by the District/department)
- Annual Leave Accrual (one day of leave as comparable to one day's pay)
- Sick Leave Accrual (one day of leave as comparable to one day's pay)
- Holiday Compensation
- Any other compensation or financial benefit received by all members.

Medical and Dental Benefits (amount paid by the District/department) were considered as a separate element of compensation and not included in calculation of the total compensation hourly rate.

MEMORANDUM OF UNDERSTANDING COVID-19 STATE OF EMERGENCY

For recognition purposes, the International Association of Firefighters Local 4299 may be referred to as either "IAFF 4299" or "the Union". Central Whidbey Island Fire and Rescue may be referred to as "the District", "the Employer", or "CWIFR". This MOU shall remain in effect for the state of emergency declared by the Governor of the State of Washington as a result of the outbreak of COVID-19.

The District and the Union agree to the following:

Part-Time Firefighters

In order to maintain shift staffing during the COVID-19 pandemic, the hourly limitation on the use of part-time firefighter/EMTs is waived. However, as stated in Appendix D of the Collective Bargaining Agreement, part-time firefighter/EMTs shall not be used to backfill career positions unless no career member is available. This change in hourly limitation does not create additional full-time positions and is limited to addressing the exigent circumstances related to maintaining shift staffing during the current state of emergency.

Hours of Work

The provisions of Article 22 Section 4 requiring 30-day written notice for change of an employee's schedule is waived for the limited purpose of addressing the exigent circumstances related to maintaining shift staffing during the current state of emergency. This change will be in effect until May 26, 2020 or the end of the current state of emergency (whichever comes first). This provision of the memorandum of understanding may be extended by mutual agreement should the state of emergency continue beyond May 26, 2020. The district recognizes that schedule changes can present a challenge for members and will first seek members willing to change their schedule and if this is not possible will endeavor to provide as much advance notice as possible.

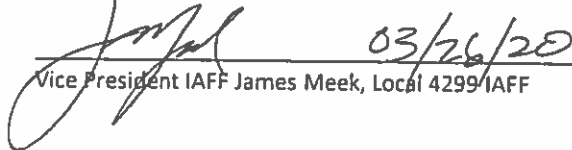
3/27/20

Date:



President Derik Vrable, Local 4299

03/26/20



Vice President IAFF James Meek, Local 4299 IAFF

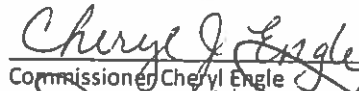
march 26, 2020

Date:



Fire Chief Edward E. Hartin

Cheryl J. Engle



Commissioner Cheryl Engle



Commissioner Steve Hutchinson



Commissioner Paul Messner