

AGREEMENT BY AND BETWEEN

SOUTH WHIDBEY FIRE/EMS

AND

SOUTH WHIDBEY FIREFIGHTERS' UNION, IAFF
LOCAL 5212

March 12, 2024 - December 31, 2027



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AGREEMENT BY AND BETWEEN SOUTH WHIDBEY FIRE/EMS AND SOUTH WHIDBEY FIREFIGHTERS' UNION, IAFF LOCAL 5212 FOR 2024 - 2027

PREAMBLE

The purpose of this agreement is to achieve and to maintain collaborative and harmonious relations between the District and its represented employees, to promote the morale and protect the rights, well-being and security of the District's represented employees.

It is also intended to provide a means to handle labor relations, promote efficiencies, esprit-de-corps, safety, agreements, and routine business in a professional manner. With this in mind, the parties commit to working together on labor relations issues in an environment of mutual respect, communication, and candor, while acknowledging the respective rights and responsibilities of the District and the Union.

ARTICLE 1 – AGREEMENT

1.1 This Agreement is between South Whidbey Fire/EMS (hereinafter referred to as the "District") and the International Association of Firefighters, Local Union No. 5212 (hereinafter referred to as the "Union"). It contains the entire agreement between the parties governing wages, hours, and working conditions, and has been reached as the result of collective bargaining, in accordance with Revised Code of Washington (RCW) 41.56 and shall be in effect for the period stated herein. Each party has been afforded the opportunity to put forth all of its proposals and to bargain in good faith, and both parties agree that this Agreement expresses the results of their negotiations.

ARTICLE 2 – RECOGNITION OF BARGAINING UNIT

2.1 The District hereby recognizes the Union as the exclusive bargaining representative of all full-time firefighters and line officers employed by South Whidbey Fire/EMS, excluding the fire chief, deputy chiefs, volunteer firefighters, clerical employees, confidential employees, and all other employees.

ARTICLE 3 – UNION MEMBERSHIP

- 3.1 Any employee may, at his or her discretion, apply for membership in the Union. Union membership shall not affect the District's right to terminate a probationary employee prior to permanent appointment.
- 3.2 The parties agree that authorization to withhold union dues is not a condition of employment based on the United States Supreme Court's ruling Janus v. AFSCME in 2018. The union encourages all eligible employees to become Union members and remain a Union employee member in good standing. The Union believes Union membership is a means to ensure the acquisition and maintenance of excellent wages, benefits, and job security, as well as a means to preserve solidarity.
- 3.3 Subject to the provisions of this Article, all employees in the bargaining unit who are members of the Union as of the signature date of this agreement shall remain members in good standing for the term of the agreement, unless the employee withdraws in writing. Any employee hired after the effective date of this agreement may authorize the District and Secretary/Treasurer of the Union in writing to deduct fees for the union.
- 3.4 Any employee, not a Union member, desiring to participate in the collective bargaining process shall be at the sole agreement between the union and the employee.

- 3.5 The District agrees to provide Union Local leadership time off for Union education and conventions.
- 3.6 Union leadership will attempt to shift trade first, and if unable to trade the District will provide a maximum of 96 hours total coverage per year. Union leadership will provide a minimum of 48-hour notice prior to such trades.

ARTICLE 4 – PAYROLL DEDUCTIONS

- 4.1 The District will make deductions on a regular basis from the pay of an employee for regular Union dues, assessments uniformly levied against all Union employees and initiation fees, provided such employee authorizes the District in writing to deduct said fees for the Union. Employee authorizations shall remain in force for the duration of this Agreement, unless revoked in writing by the employee.
- 4.2 The Union agrees to defend, indemnify and hold the District harmless against any and all claims, suits, orders, and judgments brought and issued against the District as a result of any action taken or not taken by the District regarding Union dues and/or fees, other than claims brought by the Union to enforce this Article.

ARTICLE 5 – NON-DISCRIMINATION

- 5.1 The District agrees not to discriminate against any employee for exercising his or her legal rights to organize and bargain collectively under the Public Employees Collective Bargaining Act (RCW Chapter 41.56).
- 5.2 The District and the Union agree that there shall be no discrimination against any employee because of membership or non-membership in the Union, gender, race, color, religion, creed, national origin, age, marital status, pregnancy, veteran status, sexual orientation (including gender identity and gender expression), mental or physical disability, or any other category protected by applicable law - unless lawfully justified by an applicable bona fide occupational qualification.

ARTICLE 6 – WORK STOPPAGE

- 6.1 The District and the Union agree that the public interest requires the efficient and uninterrupted performance of services. 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 District functions. Should this occur, the Union agrees to take immediate and appropriate steps to end such interference. Should any job action occur within the geographic jurisdiction of the District, employees may be required to cross established picket lines to perform emergency or non-emergency activities. The District agrees to meet at the Union's request to establish temporary procedures for emergency and non-emergency activities.
- 6.2 Any employee who violates any provisions of this Article shall be subject to disciplinary action, including discharge. The District will make every effort to settle disputes over wages, hours, and working conditions by normal negotiation procedures in accordance with RCW Chapter 41.56.

ARTICLE 7 – ADDITIONAL SERVICES

- 7.1 Additional services through annexations, contracts for services, consolidations, future automatic-aid agreements, or other forms of amalgamations that affect wages, hours, and working conditions will be negotiated with the Union in accordance with RCW 41.56.

- 7.2 This Article does not apply to agreements identified in 7.1 that are currently in place between the District and other agencies at the time contract ratification.

ARTICLE 8 – PREVAILING RIGHTS

- 8.1 All rights, privileges, and obligations held by the employees at the time of signing of this Agreement which are not included in this Agreement shall remain in force unchanged and unaffected in any manner.
- 8.2 All bona fide past practices of the District affecting wages, hours, and working conditions that were in place prior to formation of the Union which are not included in this Agreement shall remain in force, unchanged, and unaffected in any manner unless changed by this Agreement. The District's prevailing rights shall include all existing staffing practices utilizing volunteer uniformed personnel.

ARTICLE 9 – MANAGEMENT RIGHTS

- 9.1 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.
- 9.2 The District has the right 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, hiring, promotion, transfer, assignment, layoff, recall, retirement, and retention of employees; selection and modification of 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 by 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 of 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 of the District budget; and establishment and enforcement rules related to safety, security, and conduct of employees.
- 9.3 The list of management rights contained in section 9.2 shall exist without obligation of further collective bargaining, unless otherwise specified, and shall be considered by the parties as a permissive rather than a mandatory subject of collective bargaining.
- 9.4 Any changes made pursuant to management rights affecting wages, hours, or working conditions shall be made in accordance with RCW 41.56.
- 9.5 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. The Union reserves the right to grieve deficiencies, per the established Agreement, in wages and monetary fringe benefits.

ARTICLE 10 – LABOR / MANAGEMENT COMMITTEE

- 10.1 In order to encourage a collaborative working relationship, effective communications, and a positive work environment for all employees, the District and the Union agree to establish a Labor/Management Committee to proactively address issues of mutual or individual concern.
- 10.2 It is agreed that the Labor/Management Committee shall have no collective bargaining authority and the parties will support the understanding 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 District.
- 10.3 The Labor/Management Committee will meet no less than once every other month on a mutually agreed date and time. Barring exigent circumstances, the District and the Union should share their proposed agenda items two weeks, but no less than 72 hours, prior to any scheduled meeting of the committee.

ARTICLE 11 – DISTRICT POLICIES

- 11.1 The Union acknowledges that the District has developed, and may develop or revise District policies. All represented employees have full access to District policies. The District agrees that it shall provide the Union with a copy of all policies that are new or revised prior to adoption by the District. Should the Union choose to exercise its rights under RCW 41.56, it shall promptly, but not later than 30 days from receipt, give notice to the District of its objections specifying those parts of the new or revised policies that are an issue. The District shall promptly meet with the Union to discuss its objections in accordance with state statute.
- 11.2 The District may prepare or revise job descriptions for Union employees. Should the District make revisions to current job descriptions or create new job descriptions that affect Union employees, the District agrees to provide such revised or new job descriptions to the Union. Should the Union choose to exercise its rights under RCW 41.56, it shall promptly, but not later than 30 days from receipt, give notice to the District of its objections specifying those parts of the new or revised job descriptions that are an issue. The District shall promptly meet with the Union to discuss its objections in accordance with state statute.

ARTICLE 12 – DISCIPLINARY ACTION

- 12.1 **JUST CAUSE**
The District has the right to discipline or discharge employees for just cause. Provided, however, the District may discipline or discharge probationary employees without just cause.
- 12.2 No employee, excluding probationary employees, shall be disciplined except for just cause. Progressive discipline may and should be used whenever appropriate. The Fire Chief shall apply any discipline for just cause of an employee. For the purpose of this Agreement, just cause shall be determined in accordance with the following guidelines:
 - a. The employee 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 employee 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 employee's past employment record shall be considered, if appropriate, based on the severity of the act.

12.3 Disciplinary action may include the following:

- a. Written Reprimand.
- b. Suspension without pay.
- c. Reduction in pay within grade.
- d. Reduction in rank.
- e. Termination.

12.4 Oral counseling or oral reprimands, while not considered discipline, shall be documented in writing with the date, details of the employee's behavior, and supervisor's feedback. Documentation shall be clearly marked as simply documentation of the oral counseling or reprimand. Based upon the situation, a Personal Improvement Plan may be established to assist the employee in correcting behavior identified in the oral counseling or reprimand. Should ongoing inappropriate behavior or performance require escalation of corrective action to discipline, the record of oral counseling or reprimand may be considered. Oral counseling, oral reprimand, written reprimand, and Personal Improvement Plans are not subject to grievance arbitration.

12.5 NOTICE REQUIREMENT

Before disciplinary action which involves suspension, demotion, termination or other action affecting an employee's compensation, notice will be given by the Fire Chief or his/her designee to the employee that disciplinary action is contemplated against said employee.

- a. Except as provided below, such notice shall be given at least 48 hours before disciplinary action is taken, unless such notice is waived by the employee.
- b. The requirement for notice shall not prevent the Chief or other supervisory officer from immediately relieving any subordinate employee from duty, pending disciplinary action.
- c. An employee suspended from duty shall not lose any pay or benefits pending disciplinary action, unless the employee is reported in an unfit condition or has been suspended following an investigation for just cause of a nature that suspension without pay is considered a reasonable outcome, in which case the employee will not be paid during the period pending disciplinary action.

12.6 TIME LIMITATION

The District agrees that any disciplinary action, except for criminal investigations, shall be initiated within 30 calendar days of the date that the District's investigation is completed, or the matter is brought to the attention of the Chief, whichever is later. Except for criminal investigations, the initiation of disciplinary action shall not exceed 45 days after the District issues its final findings from the subject incident, unless the District could not reasonably have imposed disciplinary action

within that period. This section is not intended to restrict the District from disciplining employees for patterns of conduct (tardiness, attendance, etc.).

12.7 DISCIPLINARY HEARING

If the District believes an employee may be subject to discipline greater than a written reprimand, the employee shall be given a pre-disciplinary hearing as follows:

- a. The employee shall be notified of the charges or allegations that may subject him or her to discipline in accordance with Section 12.5.
- b. The employee shall be notified of the disciplinary actions being considered.
- c. The employee shall be given the opportunity to refute the charges of allegations either in writing or orally at an informal hearing.
- d. If an employee so requests, a Union representative shall be present at any discussion regarding disciplinary action where the employee is present and may intervene as an interested party.

12.8 The District reserves the right to place an employee on administrative leave with pay pending the final decision as to the appropriate discipline to be imposed. Such administrative leave shall not constitute disciplinary action.

12.9 DOCUMENTATION

No documentation of disciplinary action shall be placed in an employee's personnel file without notice and being provided a copy of the document(s) being 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 actions to the Union. No documents shall be removed from the file under any circumstance by the employee or Union representative.

Employees shall be required to sign any documentation of oral counseling, warnings, and reprimands; written reprimand, or more serious disciplinary action. The signature simply indicates that the employee has read the content of the document. Should an employee choose to dispute the content of disciplinary documentation, this shall be filed along with the District's documentation in the employee's file.

Employees 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 a related cause within a single year after two (2) years.
- c. Written reprimand after two (2) years.
- d. Multiple instances of written reprimand for a related cause within a two-year period after three (3) years.
- e. Suspension of less than three (3) shifts without pay after five (5) years.

Documentation of disciplinary action shall not be removed from the employee'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 employees, volunteers, or employees 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 13 – GRIEVANCE PROCEDURES

13.1 This Article establishes procedures for resolving disputes or concerns regarding conditions of employment, unethical, wasteful or other inappropriate conduct. Grievances or disputes which may arise concerning the scope of this agreement shall be settled in accordance with this Article. This Article does not apply to complaints related to alleged acts of discrimination or harassment or complaints of discrimination on the basis of other protected categories subject to the District's Discriminatory Harassment Policy. This Article also does not apply to complaints consisting of any alleged misconduct or improper job performance by any employee that, if true, would constitute a violation of federal, state or local law, or a violation of district policy or the standards established in the Personnel Complaints Policy. This Article does not prohibit adverse administrative action taken for legitimate non-discriminatory or non-retaliatory reasons, including for-cause discipline. The procedures set forth herein are intended to supplement and not limit an employee's access to other applicable remedies. Nothing in this Article shall diminish the rights or remedies of an employee pursuant to any applicable federal law, provision of the U.S. Constitution, state law, local ordinance or collective bargaining agreement.

Any of the timelines provided herein may be extended by mutual agreement.

13.2 GRIEVANCE DEFINED

A grievance is any difference of opinion concerning terms or conditions of employment or the dispute involving the interpretation or application of any of the following documents:

- a. A collective bargaining agreement;
- b. District policies affecting the represented employees;
- c. Rules and regulations covering personnel practices or working conditions of represented employees;
- d. A grievance includes any claim of waste, abuse of authority, gross mismanagement and any practice within the District which may pose a threat to health, safety, or security. Grievances may be brought by an individual employee or by a group representative.

13.3 DISTRICT POLICY

It is the policy of this district that all grievances be handled quickly and fairly without retaliation against an employee who files a grievance, whether or not there is a basis for the grievance. It is the philosophy of this district to promote free verbal communication between employees and supervisors.

13.4 RETALIATION PROHIBITED

No employee may retaliate against any person for reporting or making a complaint in good faith under this Article or for opposing a practice believed in good faith to be improper, unethical, wasteful, retaliatory or participating in any investigation pursuant to this Article. Employees found to be in violation of this section are subject to discipline. Supervisors who condone or ignore violations of this section or otherwise fail to take appropriate action to enforce this section are also subject to discipline.

13.5 PROCEDURE

Grievances as defined above, should be resolved using the following procedure.

a. Step 1: Communicating Grievances

Employees are encouraged to communicate with supervisory personnel regarding any workplace problem or issue they feel needs immediate attention. Generally, any concern about a workplace situation should be first raised with the employee's immediate supervisor unless that supervisor is part of the employees' concern. It is recognized, however, that there may be occasions where the use of the normal chain of command may not be appropriate. Any employee who feels threatened in any manner or is otherwise concerned about reporting to his/ her immediate supervisor may report this information directly to the Fire Chief and the Union without first reporting the information to their immediate supervisor or following the chain of command. This alternate process shall not be used to circumvent or avoid addressing issues through the normal chain of command.

b. Step 2: The Union Grievance Committee, upon receiving notification of a grievance, shall determine if a grievance exists. If in its opinion no grievance exists, no further action shall be taken, and the Fire Chief shall be so notified.

c. Step 3: If the Grievance Committee determines that a grievance may exist, a written grievance shall be submitted to the Fire Chief, stating the action that is grieved, the section(s) of the agreement violated, and the remedy that is sought. The grievance shall be filed within 15 calendar days of the action being grieved, or when the employee reasonably should have known of the action, whichever is later. A meeting on the matter shall be arranged with the Fire Chief for consideration of the grievance. The interested employee may be present if he or she so desires.

d. Step 4: Upon receipt of the written grievance, the Fire Chief will promptly document their receipt of the grievance and initiate the investigative process to the extent necessary. All reasonable efforts should be made to protect the reporting employee's identity. However, confidential information may be disclosed to the extent required by law or to the degree necessary to conduct an adequate investigation and make a determination regarding a grievance.

e. Step 5: Resolving Grievances

1. The submittal to the Fire Chief shall include the following information:

- i. The basis for the grievance;
- ii. The remedy being sought;

2. The Fire Chief will review and analyze the facts or allegations and respond to the employee within 15 calendar days after receipt of the grievance or the meeting referenced in Step 3 above, whichever is later. The response shall identify any corrective measures or other remedies as appropriate.
3. If the employee and the Fire Chief are unable to arrive at a mutual solution, then the Union and District agree to consider mediation to work through grievances. The parties must mutually agree to participate in mediation. If the parties do not mutually agree to participate in mediation, then the party seeking arbitration must do so within the timeframe provided in Section 13.e.4 below.
4. If the Union and the District are unable to find resolution through the mediation process, then either party may apply, within 14 calendar days after the Union receives the Fire Chief's decision on the grievance, to the Washington State Public Employment Relations Commission (PERC) for a list of seven (7) qualified arbitrators (who are non-PERC employees) located in Washington. Within 14 calendar days of receipt of this list, the arbitrator shall be selected by each party alternatively striking a name from the list until only one (1) name remains. The party entitled to make the first strike of an arbitrator's name shall be determined by the flip of a coin. The parties shall equally split the arbitrator's fees and expenses. The parties shall each be responsible for paying any compensation and expenses relating to their own witnesses and representation (including attorneys' fees and costs).
 - i. Arbitration awards shall not be made retroactive beyond the date of the occurrence or nonoccurrence upon which the grievance is based, that date being fifteen (15) calendar days or less prior to filing of the grievance at Step 3 described above in this Article 13.
- f. Failure by the Union and/or aggrieved party to comply with any time limitation in this Article 13 shall constitute a withdraw of the grievance with prejudice. Failure by the District to comply with any time limitation in this Article 13 shall result in the grievance automatically moving to the next step in the grievance process.
 1. In computing any period of time prescribed under this Article 13, the day of the act/event from which the designated period of time begins to run shall not be included. The last day of the time period so computed shall be included, unless it is a Saturday, Sunday, or legal holiday – in which case the respective time period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.
- g. Election of Remedies. The parties agree that taking a grievance to arbitration under this Article 13 constitutes an election of remedies and a waiver of any all rights by the Union, and persons represented by the Union, and the District to litigate or otherwise prosecute the grievance and its subject matter in any court or other forum (such as, for example, a city, state, or federal agency). Provided, however, if it is determined by the arbitrator that they have no authority or power to rule in the case, then it shall not constitute an election of remedies or a waiver of rights. Conversely, litigation of the subject matter of a grievance in any court or other forum shall also be deemed to constitute an election of remedies and a waiver of rights to arbitrate the matter under this Agreement.

13.6 UNION REPRESENTATION

Represented employees are entitled to have Union representation during the grievance process and may seek advice, counsel or the assistance of other employees or representatives in their presentation of a grievance.

ARTICLE 14 – REDUCTION OF FORCE

14.1 Fluctuating revenue and budget conditions may from time to time force the District to reduce personnel by means of a layoff. Should layoffs be necessary, the District shall notify affected employees and the Union 90 days prior to layoffs if possible, but in no case less than 60 days.

a. LAYOFF

A layoff is a method of permanent termination of the employee due to financial circumstances or a change in the need for which the position or positions was created. A layoff must be approved by the Board of Fire Commissioners. No regular employee shall be laid off while another person in the same classification is employed on a probationary, temporary, or acting basis. Layoffs shall occur according to seniority in the effected classification. Individuals experiencing a layoff from one classification may accept a voluntary demotion to a previously held classification with the accrued seniority time of both positions. Voluntary demotions may cause an over-staffing in the lower classification resulting in a layoff for that classification.

b. REHIRE AFTER A LAYOFF

Regular full-time employees in good standing terminated as a result of lay-off will be offered the first opportunity to fill comparable vacant positions (for which the employee is qualified) that become available within two (2) years of the employee's respective layoff if the District (in its sole discretion) decides to rehire for the position(s) which were subject to layoffs. Employees rehired after a layoff shall have all previously accrued seniority and sick leave restored if rehired within two (2) years after layoff. Sick leave and seniority are not accrued during the layoff period.

c. RESIGNATION

An employee wishing to leave District service in good standing will file with the District Chief a written resignation, including a statement as to the reasons for resigning and the effective date of resignation. The written resignation notice will be completed at least two weeks prior to the effective date of resignation. Notice requirements may be waived by the District Chief. A copy of the resignation notice and a final performance evaluation report shall be placed in the personnel file of the employee.

ARTICLE 15 – HOURS OF WORK

15.1 FULL-TIME FIREFIGHTERS

15.1.1 Full-time firefighter employees shall work a 24/48 shift schedule, or twenty-four (24) hours on duty followed by forty-eight (48) hours off duty. Beginning on the first day of the first pay cycle after full ratification of this Agreement, the District shall utilize a 27-day FLSA cycle for the employees covered by this Agreement.

15.1.2 In order to manage overtime created by this schedule, full-time firefighters shall receive and use one (1) Kelly Day (also referred to in this Agreement as a “Kelly Shift”) for each 27-day FLSA cycle throughout the calendar year. A Kelly Shift, according to the Fair Labor Standards Act (FLSA), is a regularly occurring shift that an employee is given time off in order to reduce the annualized hours of work in order to comply with the FLSA overtime threshold. Kelly Shifts are not hours worked (and shall not count toward the computation of overtime) and the employee shall receive no compensation for the Kelly Shift. The Kelly shift shall not reduce the number of accrued vacation hours previously earned by the employee.

15.1.3 Employees shall schedule each Kelly Shift for the upcoming year by no later than December 15th. No more than one employee on a shift may be scheduled for a Kelly Shift on any given day unless otherwise approved by the Fire Chief (or designee) in their discretion. In the event that two employees schedule the same day for the Kelly Shift, the employee having the highest seniority, according to the accepted seniority list, will be granted the Kelly Shift. Pre-scheduled Kelly Shifts may be changed only with a two-week advanced written notice and upon approval of the Fire Chief or his/her designee. Approval of any changes are dependent on shift staffing and the operational needs of the District.

15.2 PRODUCTIVE WORK HOURS

- a. Shifts shall start at 07:00 each day. Timely response for calls is expected during the entire 24-hour shift. The work day shall be from 07:00 to 17:00, with two (2) hours during that time for meals. This will normally be two (2) meal breaks distributed over the course of the work day, and not two (2) consecutive hours. It is understood that the demands of calls may affect the distribution of these hours. During the work day, all personnel are to be in uniform and prepared to respond to calls, perform station duties, conduct training and inspections, and work on projects as assigned. One (1) additional hour each shift may be used for physical training, during which time the duty uniform may be modified to workout clothes. Quiet time shall be from 22:00 to 06:00, during which time lights and sounds shall be minimized to allow sleep. Personnel shall be up at 06:00 to prepare to hand off duty to the oncoming shift prior to its 07:00 start.
- b. Productive work hours, as described above, may be adjusted throughout the shift to accommodate the training schedule, provided the total hours do not exceed eight (8) hours in a 24-hour shift. It is understood that on recognized holidays, as defined in this Agreement, and for after-hours training opportunities (i.e. volunteer drill days) productive work hours may be altered.

15.3 ALTERNATE WORK SCHEDULE

- a. The District, in its discretion, may assign employees to an alternate work schedule which is different than the 24/48 shift schedule described in Section 15.1 above. In that event, the District shall pay the employee their same salary but shall adjust their hours of employment accordingly.
- b. Employees assigned to shifts other than the 24/48 schedule shall not be eligible to work overtime shifts (absent extraordinary circumstances approved in advance by the Fire Chief) during the time period in which the employee is assigned to said alternate shift.

15.4 SHIFT REASSIGNMENT

- a. The District shall provide fourteen (14) days advance notice to an employee before reassignment to a different shift. Schedules may be changed on shorter notice in the event of emergency conditions or if the affected employee agrees to the schedule change on a shorter timeline.

ARTICLE 16 – SHIFT TRADES

- 16.1 Shift trades may be voluntarily undertaken between two employees upon advanced approval of the Fire Chief or his/her designee. The responsibility of repayment rests entirely with the employees involved with the trade. No obligation shall be placed upon the District for repayment of time voluntarily traded or repaid between employees.
- 16.2 Shift trades may be permitted between employees 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, and officers for firefighters).
- 16.3 Shift trades can be paid back at any time. If a member is on a shift trade and must call in sick, that member shall pay back the cost of their replacement from their sick time leave bank. If the replacement cost results in overtime, then that amount shall be deducted from the sick leave bank. Under no circumstances will shift trades result in cost to the District. The District shall have no responsibility to enforce members' repayment of shift trades to each other.
- 16.4 Trades should not result in more than 48 continuous scheduled hours unless approved by the Fire Chief or his/her designee.

ARTICLE 17 – TEMPORARY MODIFIED DUTY ASSIGNMENTS

- 17.1 Temporary modified duty assignments are intended to provide employees who have sustained a work-related occupational or non-occupational injury that temporarily limits their ability to perform their regularly assigned duties with an opportunity to return to work. The ability of the District to offer any employee a temporary modified duty assignment will be based on the limitations of the employee and the needs of the District.
- 17.2 The District shall furnish the employee's licensed medical doctor with a list of duties, work schedule, and physical requirements involved with the Temporary Modified Duty Assignment. If the employee is released to Temporary Modified Duty Assignment by their licensed medical doctor, the doctor's release must list the types of work the employee is allowed to perform and the maximum number of hours which they may work.
- 17.3 The process for evaluating an employee for a modified duty assignment after being medically cleared with restrictions from an injury occurring on or off duty, or an illness as a result of exposure, shall be as follows:
 - a. The employee must make a request for a Temporary Modified Duty Assignment to their supervising Deputy Chief.

- b. The employee must provide the release signed by the employee's licensed medical doctor required in section 17.2 to the Fire Chief or designee as soon as practicable.
- c. The supervising Deputy Chief shall determine the availability of a temporary modified duty assignment commensurate to the employee's work restriction and forward that to the Fire Chief.
- d. There is no guarantee that a temporary modified duty assignment will be available within the employee's work restrictions.
- e. The District may assign the employee temporarily to special duty not to exceed an average of forty (40) hours per week for full-time employees within a given month for a maximum of six (6) months duration, assuming such Temporary Modified Duty Assignment is available. While on a Temporary Modified Duty Assignment, vacation and sick leave accrual will be earned at the rate listed in Sections 25.2 and 25.3 based on the number of hours worked. Employees may use accrued sick leave to make up the balance of time lost up to the limit of hours for the Temporary Modified Duty Assignment. Prior to returning to Full Duty, the employee's licensed medical doctor must provide the District with a release to Full Duty.
- f. Extensions may be considered based upon the employee's need for continued temporary modified duty and the District need for continued work in the task assigned. Extensions are not guaranteed and may be granted on a case-by-case basis and at the sole discretion of the Fire Chief. An authorized extension will not expand any temporary modified duty into a permanent assignment and will not be considered as precedent for any other extensions.
- g. With the exception of employees who are disabled, as defined by the Americans With Disabilities Act (ADA) or the Washington Law Against Discrimination (RCW 49.60.030) temporary modified duty assignments normally will end at the point when the injured employee's condition is declared permanent or stationary.

ARTICLE 18 – MEDICAL/PHYSICAL EXAMINATIONS

- 18.1 All Union members shall have an annual medical evaluation in accordance with District policy. All Union members required to maintain a CDL shall have a DOT physical, at the expense of the District, every two years.
- 18.2 Union members shall present their current job description to their licensed medical doctor as a basis for the physical examination. A document stating the ability of the member to perform their job function at average proficiency, including any required DOT certifications, shall be provided to the District Records Manager to be included in the employee's personnel medical file. The District shall maintain the employee's medical file for such time as is required by applicable records retention laws.
- 18.3 All Union members shall be immunized in accordance with District policy.
- 18.4 The District shall reimburse each employee (upon presentation of legitimate and appropriate documentation) up to \$500 per calendar year for medical expenses associated with preventative screening for presumptive occupational diseases.

ARTICLE 19 – SALARY NEGOTIATION PROCEDURES

19.1 The District does hereby agree to meet with and consider all requests and recommendations of the Union pertaining to wages, hours and other terms and conditions of employment prior to adopting any salary schedule or making any amendment to the same. The collective bargaining process shall be conducted in accordance with RCW Chapter 41.56.

ARTICLE 20 – SALARIES

20.1 The base rate of pay and salaries of full-time employees shall be in accordance with Appendix 1. A probationary firefighter will remain at Step 1 until completion their probationary period. Provided, however, the District shall have the right, but not the obligation, to start new employees at a higher Step on the pay scale when hired – if determined appropriate in the District’s sole discretion. The District further agrees that it will not start lateral firefighters higher than Step 3 on the pay scale.

20.1.1 The District shall endeavor to pay the employees their annual salary on a roughly equal basis throughout the calendar year. The parties, recognize, however, that this may not always be possible due to logistical and operational reasons.

20.2 For the purpose of this agreement, salaries for represented employees shall increase in accordance with Appendix 1. This increase shall become effective on the first payroll in 2024 *after* full ratification of this agreement by both parties.

- a. Effective January 1, 2025, the employees shall receive a base wage increase of 7%.
- b. Effective January 1, 2026, the employees shall receive a base wage increase equal to the Seattle-Tacoma-Bellevue CPI-U (measured from August, 2024 to August, 2025). Said increase shall be no less than two percent (2%) and no more than four percent (4%).
- c. Effective January 1, 2027, the employees shall receive a base wage increase equal to the Seattle-Tacoma-Bellevue CPI-U (measured from August, 2025 to August, 2026). Said increase shall be no less than two percent (2%) and no more than four percent (4%).

20.3 Membership in the Law Enforcement Officers’ and Firefighters’ Retirement System (LEOFF). In accordance with WAC 415-104-225, firefighters/EMTs employed by the District “as full-time, fully compensated . . . firefighter[s] . . . are required to be a LEOFF member.”

20.4 The employee shall receive their applicable step increase every 12 months on the anniversary date of hire or promotion, provided they first receive a satisfactory performance evaluation, until they reach the top step for their respective rank as reflected in Appendix 1 of this Agreement. Step increases shall not be withheld if a performance evaluation is not completed in a timely manner.

20.5 Conditions under which a Firefighter/EMT, Lieutenant or Captain would not receive a step increase are:

- a. The Firefighter/EMT, Lieutenant or Captain receives an extension of his/her/their probationary period.
- b. The Firefighter/EMT, Lieutenant or Captain receives an unsatisfactory annual performance evaluation.

- c. The Firefighter/EMT, Lieutenant or Captain is under disciplinary action.
- 20.6 If an employee does not receive a step increase for one of the conditions set forth in Section 20.5 above, the District shall create a performance development plan (PDP) for the employee. The District will then evaluate the employee on their progress on the PDP on a monthly basis. If the employee satisfactorily completes all requirements of the PDP, they shall receive their step increase at that time. Provided, however, employees subject to disciplinary action shall not receive a step increase until completion of all aspects of the disciplinary action and all aspects of the PDP.

ARTICLE 21 – OVERTIME AND CALL BACK

21.1 The District shall compensate employees for overtime as follows:

- a. The FLSA work period for full-time firefighter employees is 27 days. Overtime will be paid at a rate of one and one-half (1.5) times the employees' regular rate of pay for all hours in excess of 204 hours worked, to include approved vacation and sick leave.
- b. Overtime shall be paid at the rate of one and one-half (1.5) times the employee's regular rate of pay (hourly rate) in accordance with Appendix 1.
- c. Except as otherwise provided in this Agreement, the District shall also pay overtime (at the rate of one and one-half (1.5) times the employee's regular rate of pay) for hours worked outside of the employee's assigned working hours. This does not include shift trades or shift reassignments.
- d. An employee's work hours should be limited to no more than 48 continuous scheduled hours unless approved by the Fire Chief or designee.

21.2 With the exception of emergency callback or automatic callback, all overtime must be approved in advance. Shift Officers may approve overtime for firefighters for routine matters without contacting the Fire Chief, provided that the Shift Officer approving the overtime accurately applies all of the District's rules, policies, and procedures for overtime utilization.

- a. **Emergency Callback:** When the District has an immediate need (without notice), usually for short-term coverage to maintain minimum staffing.
- b. **Automatic Callback:** Off-duty firefighters shall be subject to automatic callback following the District's policies for automatic callback.

21.3 SENIORITY RANK

On January 1st, overtime hours will be reset to zero and the call back process will follow the established seniority list (see Article 22 below). Once overtime callback is accepted, those with overtime hours will go to the end of the list in descending order based on total overtime hours worked for the year.

21.4 PROMOTIONAL LIST

A Lieutenant's position shall be filled by District rules, policies, and procedures in the following order:

- a. When available, a candidate that is currently on shift from the promotional list, as identified by the Fire Chief, then
- b. An available Lieutenant that is not on shift, then
- c. An available promotional candidate that is not on shift, then
- d. An available Acting-In-Capacity (AIC) qualified individual.

Notwithstanding the foregoing, if/when the District promotes additional Shift Officer positions, the parties agree to meet and discuss whether this Section 21.4 should be modified.

21.5 MANDATORY OVERTIME

- a. Notwithstanding any other provision in this Article 21, all off-duty firefighters are subject to mandatory overtime from time to time, based upon the operational needs of the District. The District shall pay employees at the rate of one and one-half (1.5) times the employee's respective regular rate of pay for any mandatory overtime hours worked. The District agrees to utilize a mandatory overtime list in reverse seniority order (with each individual who works a mandatory overtime shift then going to the bottom of the list). The Union shall be responsible for maintaining the mandatory overtime list.
- b. If the District mandates that an employee hold over at the end of their shift due to the lack of proper relief, the District shall pay the employee holding over at the rate of two (2) times the employee's respective regular rate of pay for the hours held over – up to a maximum of four (4) hours.
- c. If proper relief is not found for an employee holdover through callback or mandatory overtime, or the hold-over employee is assigned the remainder of the shift through callback or mandatory overtime then the employee shall be paid at the rate of one and one-half (1.5) times the employee's regular rate of pay (hourly rate).

ARTICLE 22 – SENIORITY

22.1 Seniority shall be determined first by rank, then by continuous service at the current rank, then by the date of hire. Continuous service shall be broken by voluntary resignation, discharge for just cause, giving false reasons for leave of absence, or retirement.

22.2 In addition to the provisions of Section 22.1, employees shall break their seniority during any period of non-work-related illness or injury where:

- a. A medical determination is made that the employee is unable to perform the essential job functions of the firefighter position, as applicable, either with or without a reasonable accommodation; or,
- b. Upon the elapse of eighteen (18) months absence without a full release to return to service caused by an off-the-job injury or illness provided that during such time there shall be an evaluation made every six (6) months to see if the criteria of subsection 22.2.a shall apply.

- 22.3 Seniority for employees having the same rank and date of hire shall be determined at the time of hire or promotion based upon their score in the testing or assessment process.
- 22.4 An employee who is a member of the Armed Services, or enters the Armed Services to participate in or complete a service obligation shall retain seniority rights in accordance with the law.
- 22.5 The District shall maintain a list identifying the seniority of all employees in the job classification of firefighter. This list shall be updated following hire of new employees or promotion of existing employees.

ARTICLE 23 – HEALTH INSURANCE

- 23.1 The District agrees to offer the Washington Fire Commissioners Association (“WFCA”) PPO-100 medical insurance plan to employees and their dependents. The District shall pay one hundred percent (100%) of the cost of the premium for full-time employee’s coverage, and their dependents’ coverage, in this plan.
- 23.2 The District will not change providers or plans without negotiation with the Union. The Labor/Management Committee will meet annually in October to review current plans and options.
- 23.3 The District shall make semiannual contributions to a Health Reimbursement Arrangement/Voluntary Employees’ Beneficiary Association (“HRA/VEBA account”) (or a substantially similar vehicle) for each employee receiving health insurance through the District. The District shall contribute 50% of the applicable HRA amount in January of each year and 50% in July of each year. For employees who begin their employment with the District after January 1st, the District shall contribute a pro-rated amount pursuant to the foregoing schedule in the next pay period after the employee establishes their HRA account.
- 23.1.1 The District’s total annual HRA contribution for eligible employees shall be as follows:
- Employee only: \$1,100; or
 - Employee plus family: \$3,300
- 23.1.2 The District shall pay the initial set-up costs/fees (if any) for the employee’s respective HRA. The employee shall pay the on-going maintenance costs/fees (if any) for their respective HRA.
- 23.4 Notwithstanding Section 23.3 above, for 2024 only, the District shall frontload the full amount of its applicable contribution (i.e., either \$1,100 or \$3,300) to each the employee’s respective HRA/VEBA account. The parties acknowledge that, as part of this Agreement, the employees are switching from the WFCA PPO Plus medical insurance plan to the WFCA PPO-100 medical insurance plan - and the District is establishing an HRA/VEBA account for each employee as described in Section 23.3. The District shall enroll the employees in the WFCA PPO-100 plan on or about the same time as the full execution of this Agreement. Thereafter, the District will establish the HRA/VEBA account for each employee and frontload the full amount of its applicable contribution as soon as the necessary paperwork is complete and finalized for each respective employee. Beginning in 2025 and through this end of this Agreement, the District shall make its

contribution to each employee's HRA/VEBA account pursuant to the schedule set forth in Section 23.3.

ARTICLE 23B – MEDICAL EXPENSE REIMBURSEMENT PLAN (MERP)

23B.1 Defined Class of Employees Receiving Contributions. The "Defined Class" of employees receiving contributions to the Medical Expense Reimbursement Plan ("MERP") of the WSCFF Employee Benefit Trust (the "Trust") under this Article 23B, as set forth below, consists of all employees of the District represented by the Union.

23B.2 Employee Contribution Amount. The District and the Union agree that the District shall withhold a mandatory contribution of \$34.62* per pay period on a pre-tax basis from the pay of every employee in the Defined Class who is a member of the bargaining unit represented by the Union and shall transmit such contributions to the Trust pursuant to the requirements of this Article 23B. No employee in the Defined Class shall be permitted to opt-out of the mandatory contributions or receive any portion of the contribution in cash.

23B.3 Sick and/or Vacation Leave Transfer.

23B.3.1 The District and the Union agree that the District will make the following mandatory transfers, on a pre-tax basis, to the Trust on behalf of every employee who is represented by the Union:

23B.3.1.a Mandatory Accrued Leave Contribution to Trust at Retirement. For every employee who is represented by the Union, the District shall, upon the employee's retirement from the District and on behalf of the employee, irrevocably contribute to the Trust on a pre-tax basis, an amount equal in value to 0% of the payments that would otherwise be paid to the employee for unused sick [and/or vacation] leave under this Agreement. The remaining 100% of the accrued leave payout entitlement under this Agreement shall continue to be paid in cash to the employee upon retirement.

23B.3.1.b No Individual Employee Election. The employee shall not have the option to receive a cash payout for the value of the accrued leave contributed to the Trust in lieu of making contributions to the Trust. In addition, the employee shall not have the option to contribute a larger or smaller percentage of accrued leave than the percentage indicated in Section 23B.3.1.a above.

23B.4 District Contribution Amount. The District shall make a mandatory contribution of \$0.00* per pay period on a pre-tax basis for every employee in the Defined Class. No employee in the Defined Class shall be permitted to opt-out of the mandatory contributions or receive any portion of the contribution in cash.

23B.5 Remittance of Contributions. The District shall remit the above accrued leave contributions directly to the Trust for the duration of this Agreement. Those contributions shall be remitted directly to the custodian of the Trust within 30 days of the date the payment would have been payable to the employee. The District hereby acknowledges receipt of the Trust Agreement governing the Trust and will comply with rules set by the Trust Office in regard to reporting and depositing the required contributions set forth herein.

23B.6 Reporting to Trust Office. The District shall electronically submit to the Trust Office a per pay period report of contributing employees for each contribution sent to the Trust, in the format requested by the Trust, and received by the Trust Office within five (5) days of receipt of the contribution funds. The District shall also provide an initial report of information for all contributing employees, as reasonably requested by the Trust; and shall send updates to this information to the Trust Office whenever the District has notice of changes to the information.

23B.7 Modification of Employee Contribution and Leave Amounts. The District and the Union agree that the Union has the right, subject to approval of its members according to the Union's internal rules, to prospectively modify the amount of the mandatory employee monthly contribution (Section 23B.2), or the percent of the mandatory employee leave contribution (Section 23B.3) during the course of this Agreement, so long as the modification is mandatory for all employees covered by this Agreement. The Union will limit changes, if any, to once per calendar year.

ARTICLE 24 – DEFERRED COMPENSATION

24.1 The District may establish those procedures and forms necessary to efficiently maintain the deferred compensation program including reasonable restrictions upon the employee's ability to change his/her contribution level during the calendar year and reasonable rules of administration.

24.2 The District will match an employee's voluntary contribution up to a maximum of 2% of his/her base salary.

ARTICLE 25 – APPROVED LEAVE AND HOLIDAY COMPENSATION

25.1 HOLIDAY COMPENSATION

In recognition of the fact each of the employees will be scheduled to work some holidays throughout the year, the District will compensate employees with 144 hours of paid holiday time per calendar year (calculated at the employee's base rate of pay). The District will issue the employees' their respective check for holiday hours on the first paycheck in November of each calendar year during the term of this Agreement. Employees who separate from employment with the District prior to November will receive a pro-rated portion of the November holiday check.

Pursuant to Section 15.2.b of this Agreement, on "recognized holidays", the District may alter the employees' productive hours. The "recognized holidays", for purposes of this Agreement, are as follows: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Day After Thanksgiving, and Christmas.

- a. Employees will be granted two (2) days unpaid holidays per calendar year for reasons of faith or conscience or for an organized activity conducted under the auspices of a religious denomination, church, or religious organization. Such leave shall be requested from the Chief and the Chief shall grant leave unless, in his/her determination, such days create an undue hardship on the District, or unless the employee is necessary to maintain public safety.

25.2 VACATION LEAVE

- a. All represented full-time employees of the District accrue annual vacation with full pay according to the following schedule:

Employee Vacation Accrual Rate				
Benchmark	Pay Period	Monthly Accrual	Annual Accrual	Whole Shift Equivalent
0 months – 60 months	6.46 Hours	14 Hours	168 Hours	7 shifts
61 months – 120 months	8.31 Hours	18 Hours	216 Hours	9 shifts
121 months and beyond	10.15 Hours	22 Hours	264 Hours	11 shifts

- b. Vacation is accrued bi-weekly at the rate of one twenty-sixth (1/26) of the annual accrual rate. Vacation may be used as it is accrued. Vacation is posted annually on the hire date. Unused vacation may be carried over from one year to the next. The maximum amount of vacation that can be carried over at the time of posting is two years of accrual based on the next year’s accrual rate. Unused vacation beyond the amount allowed for carry over will be forfeited by the employee.
- c. Upon separation from District employment, represented employees shall be paid for any unused vacation up to the amount at the last posting at the rate the employee is being paid at the time of separation.
- d. Vacation Scheduling.
 - d.1. Subject to the requirements of Section 15.1.4 above, the District shall generally approve written vacation requests submitted at least 15 calendar days in advance to the Fire Chief (or designee), absent extraordinary circumstances. In the event that more employees request the same shift off for vacation than there are available vacation spots, the District shall grant vacation requests on the basis of seniority. Provided, however, after the District approves an employee’s vacation request, another employee with greater seniority shall not be permitted to “bump” the employee with lesser seniority from their previously approved vacation spot.
 - d.2 For vacation requests submitted 14 or less calendar days in advance, the District shall have the right to grant or deny such requests as it determines appropriate in its discretion (one of the factors the District will take into account in making this determination is whether the vacation request would create an overtime/financial impact). Any such vacation requests shall be submitted to the District in writing by the employee.
- e. Shifts staffed with five (5) full-time employees may have a maximum of two (2) employees off on pre-scheduled leave of any type (such as vacation, Kelly Days, etc.) per shift. Shifts staffed with four (4) or less full-time employees may have a maximum of one (1) employee off on pre-scheduled leave of any type per shift. The Fire Chief (or designee) may, in their discretion, make exceptions to the foregoing leave limitations. In addition, the District, when determined appropriate in its discretion, will endeavor to accommodate leave requests for

shifts staffed with four (4) full-time employees to allow two (2) employees off in a similar manner to shifts staffed with five (5) full-time employees.

Notwithstanding the foregoing, if/when the District has six (6) full-time employees assigned to all three shifts (Alpha, Bravo, Charlie), the parties agree to meet and discuss whether this Section 25.2.e should be modified.

25.3 SICK LEAVE

- a. Each represented full-time employee of the District shall accrue sick leave bi-weekly at the following rates:

Employee Sick Time Accrual Rate		
Pay Period	Monthly Accrual	Maximum Accrual
6.46 hours	14 hours	1344 Hours

- b. Accrual beyond the maximum at the time of posting will be forfeited by the employee or may be donated to the employee Shared Sick Time Account.
- c. The District shall “front-load” 84 hours (i.e., 6 months) of sick leave for new employees after they commence employment with the District. New employees shall not accrue any further sick leave until their seventh month of employment with the District.

25.4 SICK LEAVE CONVERSION TO WELLNESS

- a. With the approval of the District Chief, accumulated sick leave in excess of seventy five percent (75%) of the maximum may be converted to vacation at the rate of 3:1 or three (3) hours of sick leave for one (1) hour of wellness time. Wellness time converted from sick time must be used within the calendar year it is converted. Those wellness hours not used by the employee shall be forfeited.

25.5 FAMILY MEDICAL LEAVE

- a. Family Medical Leave shall be granted in accordance to South Whidbey Fire/EMS Policy 1013 and in accordance with the Federal Family Medical Leave Act (FMLA). FMLA leave shall run concurrently with the employee’s use of paid leave (sick leave and vacation leave). However, should the employee have insufficient paid leave accrual, they may complete FMLA leave on unpaid status.
- b. The District will continue to pay the District’s portion of the employee’s health insurance premium during the 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.
- c. Seniority will continue to accrue during unpaid family leave.

25.6 MILITARY LEAVE

- a. Employees who are employees 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 a maximum of 21 days military

leave between October 1 and September 30 of the following year pursuant to the provisions of the Federal Uniformed Services Employment and Reemployment Rights Act (USERRA).

- b. Employees who are employees 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).

25.7 JURY DUTY

- a. A regular employee summoned for jury duty is granted leave for such duty with District payment of the difference between his/her normal District salary and compensation received for jury duty.
- b. The District Chief is to be informed by the employee upon receipt of a summons for jury duty.

25.8 BEREAVEMENT LEAVE

- a. In the event of death in the “immediate family” of an employee, up to 48 hours of District paid leave for full-time employees may be granted. For purposes of this Article 25.8, “immediate family” shall consist of the same individuals who are defined as “family members” under RCW 49.46.210(2). In addition, an employee may use their accrued paid leave for bereavement purposes if the 48 hours provided by this Section 25.8.a is insufficient.

25.9 LEAVE OF ABSENCE

- a. Leave of Absence is defined as leave without pay and may be granted to a regular employee when such leave will not operate to the detriment of the District.
- b. Leave of Absence may be authorized for any reasons applicable to:
 - 1. Leave with pay.
 - 2. Educational leave.
 - 3. Adoptive/Paternity Leave.
 - 4. Leaves granted for government service in the public interest upon specific request of any employee.
 - 5. Medical Leave or Family Medical Leave.
 - 6. Military Leave.
- c. Upon written request of the employee and approval of the District Chief, the Board of Fire Commissioners may grant a regular employee a leave of absence without pay not to exceed six months. Normally, leave without pay will not be granted until all accrued vacation time has been exhausted. The District Chief may grant a leave of absence without pay without the approval of the Board of Fire Commissioners for a period not to exceed 14 consecutive calendar days.
- d. Vacation and sick leave accruals are suspended during periods of leave without pay. The anniversary date of the employee will be adjusted by the length of leave granted. Any employee on approved leave of absence may continue medical and/or dental insurance

coverage by paying the full cost to the District in advance for each month or portion thereof in which the employee is to be absent.

- e. Upon expiration of a regularly approved leave without pay, the employee will be reinstated in the position held at the time the leave was granted or to a similar position, provided that return to employment is not in conflict with any rule relating to re-employment following layoff.
- f. Unauthorized absence is treated as leave without pay and may be grounds for disciplinary action. Upon return from unauthorized absence, the employee is required to provide a written statement to the supervising Deputy Chief explaining the reason for the absence. An unauthorized absence for a period of three days or two 24-hour shifts will be considered as a resignation from employment of the District.

ARTICLE 26 – PREGNANCY ACCOMODATION

26.1 The District shall provide reasonable accommodations to eligible employees as required by RCW 43.10.005 (workplace pregnancy accommodations) and the Pregnant Workers Fairness Act (42 U.S.C. 2000gg).

ARTICLE 27 – PROMOTIONS

- 27.1 South Whidbey Fire/EMS provides equal employment opportunities for employees regardless of race, sexual orientation (including gender identity and gender expression), age, pregnancy, religion, creed, color, national origin, ancestry, physical or mental disability, veteran status, marital status, gender, or any other protected classification.
- 27.2 The District utilizes the promotional testing criteria, study materials and testing instruments available from authenticated and validated local, regional and nationally recognized best practices in the fire service. This Article establishes the required and desirable qualifications for promotion within the ranks of the District based on this criteria.
- 27.3 The following conditions will be used in evaluating members for promotion and transfer:
- a. Must be a member in good standing, defined as:
“A member who has complied with all their explicit obligations, while not being subject to any form of sanction, suspension or disciplinary censure within the last 12 months.”
 - b. Presents a professional, neat appearance
 - c. Maintains a physical condition which is sufficient for performance of their duties;
 - d. Demonstrates the following traits:
 - 1. Emotional stability and maturity;
 - 2. Stress tolerance;
 - 3. Sound judgment and decision-making ability;
 - 4. Personal integrity and ethical conduct;
 - 5. Leadership;
 - 6. Initiative;
 - 7. Adaptability and flexibility;

8. Ability to conform to organizational goals and objectives in a positive manner.

27.4 The purpose of this Article is to further establish the minimum qualifications for Lieutenant and Captain positions and guidelines for the promotional process. The goal of this process is to develop a list of individuals qualified to lead our members into harm's way, protect them, and be tactically competent in those and management challenges. It is understood that it takes time to develop the skills necessary to lead. That said, it is critical that those members placed in leadership positions have the knowledge, skills, and ability to be successful as an officer prior to placement. This standard establishes the minimum acceptable qualifications for officers and also allows for officer development once placed.

27.5 Employees testing for a Lieutenant position will require the following:

- a. Certification as a Fire Fighter II, EMT-B; and
- b. Supervisor's recommendation and Chief's approval; and
- c. Be a member in good standing, with a minimum of 5 total years of experience in the fire/ EMS service and 2 years with the District ; and
- d. Pass assessment of skills practical and written test with a minimum score of 75%; and,
- e. Meet SCBA safety requirements; and
- f. Be qualified to drive and fully operate all apparatus assigned; and
- g. Completion of ILMS Officer I series or any NFPA Officer I Certifications; and
- h. Certification as an Instructor 1; and
- i. Completion of NIMS IS-300 within one year of position appointment; and
- j. Completion of ITAC, Blue Card or equivalent training within one year of position appointment; and
- k. Certification as a Fire Inspector 1 through either the International Code Council (ICC) or the National Fire Protection Association (NFPA), as determined by the Fire Chief- within one year of position appointment; and
- l. Certification as an Incident Safety Officer.

Note: If candidates are successfully promoted to the position and unable to acquire certifications required within one year of appointment due to extenuating circumstances beyond the control of the candidate, the one-year requirement may be extended with the approval of the Fire Chief.

27.6 Employees testing for a Captain Position will require the following:

- a. Must have held the position of Lieutenant for a minimum of 2 years and acquired all required certifications and training at that rank; and
- b. Supervisor's recommendation and Chief's approval; and
- c. Be a member in good standing; with a minimum of 7 years of experience in the fire/ EMS service; and
- d. Pass assessment of skills practical and written test with a minimum score of 75%; and
- e. Certification as a Fire Officer II.
- f. Completion of NIMS IS-400, within one year of position appointment.

Note: If candidates are successfully promoted to the position and unable to acquire certifications required within one year of appointment due to extenuating circumstances beyond

the control of the candidate, the one-year requirement may be extended with the approval of the Fire Chief.

27.7 PROMOTIONAL PROCESS

The promotional process will involve three components:

- a. Application and resume, and
- b. Written exam, and
- c. Skills assessment center.

The total points from each area will be added together for a final score and establishment of an officer eligibility list. The list will be valid for two years. Testing will be conducted as needed.

The processes contained in this Section 27.7 (and in this Article 27 as a whole) apply only to circumstances where the subject promotional position is a union position covered by this Agreement.

The Fire Chief shall consider promotional candidates for promotion based on the “rule of three” (meaning that the top three ranked candidates, as established by the promotional list established under this Section 27.7 and this Article 27). The Fire Chief may choose to promote any of the top three candidates, as determined appropriate in his/her discretion.

In accordance with District policy, all promoted employees shall serve a probationary period of 12 months from the date of promotion. During this promotional probationary period, the District may reduce the employee back to their previous rank if determined appropriate in the Fire Chief’s sole discretion. This decision shall not be subject to the grievance procedure.

27.8 APPLICATION AND RESUME

Candidate’s application and resume will be scored based on the following criteria:

- a. Completeness
- b. Resume
- c. Certifications as required for the position
- d. Training
- e. Experience

27.9 WRITTEN EXAM

Candidates will be tested on questions from the following areas. A minimum score of 75% must be achieved to continue in the process.

- a. District Policies & Procedures
- b. Leadership
- c. Management & Supervision
- d. Tactical Fire Fighting and/or Emergency Medicine
- e. Hazardous Materials Operations
- f. Emergency Vehicle Driving

- g. Accountability, Command and Communications
- h. Fire/EMS Instruction
- i. Target Hazard Identification and Planning
- j. NIMS

27.10 PRACTICAL SKILLS ASSESSMENT CENTER

Candidates will be evaluated on their practical skills in the following areas; Command, Tactics, Conflict Resolution, Training, and Writing Skills. A minimum score of 75 % must be achieved to continue in the process.

- a. Command: Candidates will be given a scenario to manage and control until a ranking officer arrives.
- b. Tactics: Candidates will be given a scenario where they will demonstrate tactical skills as required.
- c. Conflict Resolution: Candidates will be given a scenario where they will have to react to a conflict of some nature.
- d. Training: Candidates will be given a topic to teach a 10-minute presentation to a small audience. Candidates will be given the topic in advance and are expected to prepare a lesson plan and have all materials ready ahead of time.
- e. Oral Board: Candidates will be interviewed by a group of not less than 3 individuals.

27.11 READING LIST

In order to give the Officer candidate a broad foundation of knowledge which directly applies to the job, the Fire Chief will select a reading list for testing purposes and provide that list to the candidates at least 90 days prior to testing.

ARTICLE 28 – ACTING-IN-CAPACITY

- 28.1 Only those employees who have successfully passed the Acting-In-Capacity test or promotional test for the position they are acting in shall be eligible for Acting-In-Capacity duty.
- 28.2 Employees in an Acting-In-Capacity role will be compensated their regular rate of pay , plus the difference between their regular rate and the position’s Step 1 regular rate of pay for which they are acting.

ARTICLE 29 – TRAINING AND WEEKLY DRILLS

- 29.1 The District shall notify employees forty-eight (48) hours in advance prior to any mandatory drills.
- 29.2 Specialized or routine off-shift training must be approved by the Fire Chief or designee.
- 29.3 The District will post the following year’s training schedule no later than December 15th of each year. It is understood by both parties that this schedule may change based upon extenuating circumstances that may arise during the year.

29.4 Employees shall be compensated by the District for hours worked during the Island County Volunteer Firefighter Academy, EMS Council-sponsored EMT Academy, or other multi-agency county-based training. Any off-shift Academy training hours worked requires pre-approval from the Fire Chief or designee.

ARTICLE 30 – PARTICIPATION IN HIRING PROCESS

30.1 Union members shall be given the opportunity to participate in the hiring process for those positions that directly affect them, to include firefighter/EMT, Lieutenant, or Captain. Union members may be given the opportunity to participate in hiring of other positions at the discretion of the Fire Chief.

30.2 Participation in the hiring process is not subject the grievance process.

ARTICLE 31 – SUPPLEMENTAL AGREEMENTS

31.1 This Agreement may be amended provided both parties concur. Supplemental agreements may be completed through at any time during the life of the Agreement. Either party may notify the other party in writing of its desire to negotiate. Supplemental agreements thus completed will be signed by the authorized District and Union officials and upon such signing will become part of this Agreement and subject to all of its provisions.

ARTICLE 32 – SAVING CLAUSE

32.1 Should any of the provisions 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 the Agreement shall remain in full force and effect.

ARTICLE 33 – SUCCESSORS

33.1 Prior to any contracting out, consolidation, merger, annexation, or incorporation the District agrees to notify the union and bargain, to the extent required by RCW 41.56.

33.2 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.

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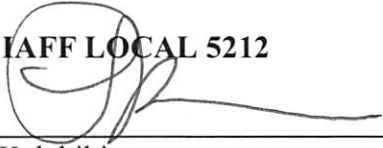
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ARTICLE 34 – TERM

34.1 The term of this Agreement shall be effective from full ratification of the Agreement by both parties and continue through December 31, 2027.

FOR IAFF LOCAL 5212



Leah Kalahiki
Local 5212 President

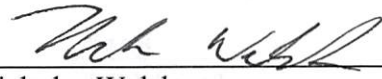


Brian Boyd
Local 5212 Secretary/Treasurer

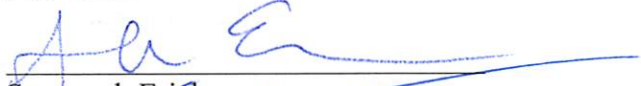


Peter Lund
Local 5212 Negotiating Team Member

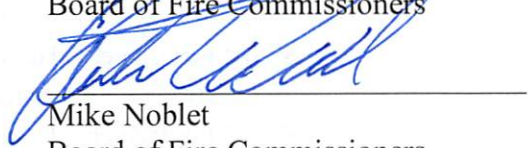
FOR SOUTH WHIDBEY/FIRE EMS



Nicholas Walsh
Fire Chief



Savannah Erickson
Board of Fire Commissioners

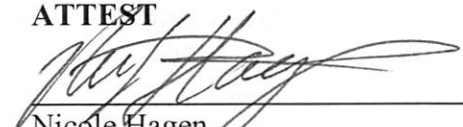


Mike Noblet
Board of Fire Commissioners



Jim Towers
Board of Fire Commissioners

ATTEST



Nicole Hagen
District Secretary

APPENDIX 1 WAGE MATRIX

Rank	2024
Step 1 Firefighter	Hourly Rate: \$29.50
75%	Annual Salary: \$76,586.49
Step 2 Firefighter	Hourly Rate: \$31.47
80%	Annual Salary: \$81,692.26
Step 3 Firefighter	Hourly Rate: \$33.44
85%	Annual Salary: \$86,798.02
Step 4 Firefighter	Hourly Rate: \$35.40
90%	Annual Salary: \$91,903.79
Step 5 Firefighter	Hourly Rate: \$39.34
100%	Annual Salary: \$102,115.32
Step 1 Lieutenant	Hourly Rate: \$43.27
110%	Annual Salary: \$112,326.85
Step 2 Lieutenant	Hourly Rate: \$45.24
115%	Annual Salary: \$117,432.62
Step 1 Captain	Hourly Rate: \$47.20
120%	Annual Salary: \$122,538.38
Step 2 Captain	Hourly Rate: \$49.17
125%	Annual Salary: \$127,644.15

**Based on 2596 annualized hours*

- a. Effective January 1, 2025, the employees shall receive a base wage increase of 7%.
- b. Effective January 1, 2026, the employees shall receive a base wage increase equal to the Seattle-Tacoma-Bellevue CPI-U (measured from August, 2024 to August, 2025). Said increase shall be no less than two percent (2%) and no more than four percent (4%).
- c. Effective January 1, 2027, the employees shall receive a base wage increase equal to the Seattle-Tacoma-Bellevue CPI-U (measured from August, 2025 to August, 2026). Said increase shall be no less than two percent (2%) and no more than four percent (4%).