

**AGREEMENT BY AND BETWEEN
SOUTH WHIDBEY FIRE/EMS
AND
SOUTH WHIDBEY FIREFIGHTERS, IAFF LOCAL 5212**

August 2021 – August 2024



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AGREEMENT BY AND BETWEEN SOUTH WHIDBEY FIRE/EMS AND SOUTH WHIDBEY FIREFIGHTERS, IAFF LOCAL 5212 FOR 2021-2024

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 Local 5212 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, 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 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 (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 supervising Deputy Chief, or Fire Chief if the grievance involves the Deputy 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 supervising Deputy Chief, or Fire Chief if the grievance involves the Deputy 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 supervising Deputy Chief will promptly document the grievance, initiate the investigative process and ensure that the appropriate supervisor and the Fire Chief are notified. 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. If within 15 calendar days of the presentation to the supervising Deputy Chief, the alleged grievance has not been settled, a petition shall be submitted within 15 calendar days thereafter to the Fire Chief for consideration.
 2. The submittal to the Fire Chief shall include the following information:
 - i. The basis for the grievance;
 - ii. The remedy being sought;
 3. The Fire Chief will review and analyze the facts or allegations and respond to the employee within 15 calendar days. The response shall identify any corrective measures or other remedies as appropriate.
 4. 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.

5. If the Union and the District are unable to find resolution through the mediation process, then either party may apply 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. Upon receipt of this list, the arbitrator shall be selected by each party alternatively striking a name from the list until only one (1) name remains. The party entitled to make the first strike of an arbitrator's name shall be determined by the flip of a coin.

13.7 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 terminated as a result of lay-off may be offered the first opportunity to fill comparable vacant positions that become available. Employees rehired after a layoff shall have all previously accrued seniority and sick leave restored. 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

Fifty six hour (56) firefighter employees shall work a 24/48 shift schedule, or twenty four (24) hours on duty followed by forty eight (48) hours off duty.

In order to manage overtime created by this schedule, full-time firefighters shall be required to use twelve (12) Kelly Days for each 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 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.

In order to fairly and evenly reduce the workweek throughout the year, one (1) Kelly Shift per employee shall be scheduled in each of twelve (12) 28-day FLSA work cycles throughout the year to reduce annualized work hours. 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. 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 shift. The work day shall be from 07:00 to 20:00, with three (3) hours during that time for meals. This will normally be three (3) meal breaks distributed over the course of the work day, and not three (3) 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 9 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.

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 All shift trades shall be blind to the District. 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.
- 16.4 Trades shall not be unreasonably denied, if done in accordance with this Article.

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.

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.
- 20.2 For the purpose of this agreement, salaries for represented employees shall increase in accordance with Appendix 1.

ARTICLE 21 – OVERTIME AND CALL BACK

- 21.1 The district shall compensate employees for overtime in accordance with FLSA requirements as follows:
 - a. The work period for full-time firefighter employees is 28 days. Overtime will be paid at a rate of one and one-half (1 ½) times the employees base hourly rate for all hours in excess of 212 hours worked, to include approved vacation and sick leave.
- 21.2 With the exception of emergency overtime or automatic callback, all overtime must be approved in advance.
- 21.3 AUTOMATIC CALLBACK
 - a. Off duty firefighters shall respond to any second alarm, if available.

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 maintain the current WFCA health insurance plan for each represented employee that is in place at the time of this Agreement. The District bears one hundred percent (100%) of the cost of plans for full-time employees.
- 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.

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

25.1 HOLIDAYS

- a. The following lists legal and employee holidays.

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving	Fourth Thursday in November
Day After Thanksgiving	Friday following Thanksgiving
Christmas	December 25
Floating Holiday	Employees choice within the year
Employee's Birthday	Employee's Birthday

Employees who work on one of the forgoing holidays shall be permitted to take another day off – provided that the District is able to backfill their position of said alternate day.

- b. 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	30 Hours/Week	40 Hours/Week	56 Hours/Week
Date Of Hire through 5 years	90 Hours	120 Hours	168 Hours
6 years through 14 years	108 Hours	144 Hours	202 Hours
15 years and over	120 Hours	160 Hours	224 Hours

- b. Vacation is accrued bi-monthly on one twelfth (1/12) 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.

25.3 SICK LEAVE

- a. Each represented full-time employee of the District shall accrue sick leave at the end of each full month worked at the following rates:

Employee Sick Time Accrual Rate		
Benchmark	Monthly Accrual	Maximum Accrual
30 Hour/Week Employee	8 Hours	720 Hours
40 Hour/Week Employee	10 Hours	960 Hours
56 Hour/ Week Employee	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.

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 40 hours of leave for full-time employees may be granted.

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 accrual is 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 – PREGANCY ACCOMODATION

- 26.1 The Revised Code of Washington, RCW 43.10.005, provides specific civil rights protections for pregnant employees. These protections apply to an employee's pregnancy and pregnancy-related health conditions, which include health conditions during pregnancy and after the birth of the baby, such as the need to breastfeed or express milk. The District will provide the following reasonable accommodations to the pregnant employee, at the request of the pregnant employee, without certification from her licensed medical doctor:
 - a. Frequent, longer, or flexible restroom breaks;
 - b. No limit on food or drink;
 - c. Seating or allowing the pregnant employee to sit more frequently;
 - d. Refraining from lifting more than 17 pounds.
- 26.2 The following reasonable accommodations may be provided to the pregnant employee, provided there is no significant difficulty or expense to the District:
 - a. Job restructuring, including a temporary modified duty assignment in accordance with Article 17, job reassignment, changing a work station, or providing equipment;
 - b. Temporary transfer to a less strenuous or hazardous position;
 - c. Flexible scheduling for prenatal visits;

- d. Reasonable break times for the employee to express breast milk for two years after the child's birth each time the employee has need to express the milk. Such breaks shall be provided in one of the station bedrooms.
- e. Further accommodation as may be requested.

The employee shall provide the District with written certification from her licensed medical doctor regarding the need for any of the accommodations in this section, or for restrictions on lifting 17 pounds or less.

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:
 - 1. "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 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. 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 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.

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 has created a reading list. Candidates are encouraged to review from this list for the promotional process and as a source of ongoing learning.

ARTICLE 28 – ACTING-IN-CAPACITY

- 28.1 Only those employees who have tested successfully through the promotional process listed in Article 27 – PROMOTIONS, shall be eligible for Acting-In-Capacity duty.
- 28.2 In order to facilitate employees gaining experience in positions for which they have tested successfully, they will be assigned to fill Acting-In-Capacity positions on a rotational basis, beginning with the employee who is at the top of the promotional list. The rotation schedule will be maintained and posted by the Deputy Chief, Operations.
- 28.3 Employees in an Acting-In-Capacity role will be compensated their normal base hourly rate, plus the difference between their rate and the position's base hourly rate 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 Employees will be compensated at the one and one-half (1 ½) times the employee's base hourly rate for mandatory training.
- 29.3 Specialized or routine off-shift training must be approved by the Deputy Chief of Training and will be compensated at the employee's base hourly rate.
- 29.4 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.

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 to overtime, or accrual of benefits, and will compensated at the employee's base hourly rate. Such participation is not subject to 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.

ARTICLE 34 – TERM

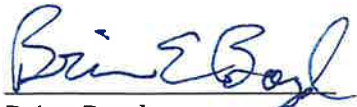
- 34.1 The term of this Agreement shall be for 36 months and become effective August 1, 2021 and continue through July 31, 2024.

FOR IAFF LOCAL 5212

Robert Glorioso
IAFF Field Service Representative



Alexandra McMahon
Local 5212 President



Brian Boyd
Local 5212 Secretary/Treasurer

FOR SOUTH WHIDBEY/FIRE EMS



H.L. "Rusty" Palmer
Fire Chief



Larry Metz
Board of Fire Commissioners



Mike Noblet
Board of Fire Commissioners



Frank Mestemacher
Board of Fire Commissioners

ATTEST



Sarah Pedersen
District Secretary

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ARTICLE 34 - TERM

34.1 The term of this Agreement shall be for 36 months and become effective August 1, 2021 and continue through July 31, 2024.

FOR IAFF LOCAL 5212


Robert Glorioso
IAFF Field Service Representative

Alexandra McMahon
Local 5212 President

Brian Boyd
Local 5212 Secretary/Treasurer

FOR SOUTH WHIDBEY/FIRE EMS

H.L. "Rusty" Palmer
Fire Chief

Larry Metz
Board of Fire Commissioners

Mike Noblet
Board of Fire Commissioners

Frank Mestemacher
Board of Fire Commissioners

ATTEST

Sarah Pedersen
District Secretary

Here is the signature page for the CBA, please let me know if you need anything else. Thanks!

Robert Glorioso
IAFF Field Service Representative

Rusty Palmer

From: Alex McMahon
Sent: Thursday, July 8, 2021 1:09 PM
To: Rusty Palmer
Subject: Fw: Signature page for CBA

Lt. Alexandra McMahon
South Whidbey Fire/EMS
5579 Bayview Rd. Langley, WA 98260
360-321-1533
www.swfe.org

"PUBLIC DISCLOSURE NOTICE: Emails to/from this account may be subject to Public Records Requests. Please consider this prior to sending personal and/or confidential information."

From: Robert Glorioso <vinnyg77@gmail.com>
Sent: Wednesday, July 7, 2021 7:15 PM
To: Alex McMahon; Leah Kalahiki
Subject: Signature page for CBA

APPENDIX 1

WAGE MATRIX

	2021	2022	2023
Rank	0%	2.00%	2.00%
Step 1 Firefighter	\$ 24.47	\$ 24.96	\$ 25.46
70%	\$ 64,209.28	\$ 65,495.04	\$ 66,807.04
Step 2 Firefighter	\$ 26.22	\$ 26.74	\$ 27.28
75%	\$ 68,801.28	\$ 70,165.76	\$ 71,582.72
Step 3 Firefighter	\$ 27.97	\$ 28.53	\$ 29.10
80%	\$ 73,393.28	\$ 74,862.72	\$ 76,358.40
Step 4 Firefighter	\$ 31.46	\$ 32.09	\$ 32.74
90%	\$ 82,551.04	\$ 84,204.16	\$ 85,909.76
Step 5 Firefighter	\$ 34.96	\$ 35.66	\$ 36.37
100%	\$ 91,735.04	\$ 93,571.84	\$ 95,434.88
Step 1 Lieutenant	\$ 35.66	\$ 36.37	\$ 36.37
102%	\$ 93,571.84	\$ 95,434.88	\$ 95,434.88
Step 2 Lieutenant	\$ 37.09	\$ 37.83	\$ 38.58
104%	\$ 97,324.16	\$ 99,265.92	\$ 101,233.92
Step 1 Captain	\$ 37.80	\$ 38.55	\$ 39.33
106%	\$ 99,187.20	\$ 101,155.20	\$ 103,201.92
Step 2 Captain	\$ 38.51	\$ 39.28	\$ 40.07
108%	\$ 101,050.24	\$ 103,070.72	\$ 105,143.68

Based on 2624 annualized hours

