

Woodinville Fire & Rescue

and

IAFF Local 2099

Collective Bargaining Agreement

January 1, 2017 through December 31, 2020

TABLE OF CONTENTS

PREAMBLE.....	3
ARTICLE 1 - RECOGNITION	4
ARTICLE 2 - UNION MEMBERSHIP AND DUES.....	5
ARTICLE 3 - MANAGEMENT RIGHTS	6
ARTICLE 4 - UNION BUSINESS	7
ARTICLE 5 - WORK STOPPAGE.....	8
ARTICLE 6 - NON-DISCRIMINATION	9
ARTICLE 7 - SAFETY COMMITTEE	10
ARTICLE 8 - DEFINITION OF SENIORITY	11
ARTICLE 9 - EMPLOYEE STATUS	12
ARTICLE 10 - REDUCTION IN FORCES	13
ARTICLE 11 - VACANCIES AND PROMOTIONS.....	14
ARTICLE 12 - DISCIPLINE AND DISCHARGE.....	19
ARTICLE 13 - GRIEVANCE PROCEDURE	20
ARTICLE 14 - RULES AND REGULATIONS.....	23
ARTICLE 15 - BASIC RATE OF PAY.....	24
ARTICLE 16 - OVERTIME	25
ARTICLE 17 - SALARIES	27
ARTICLE 18 - HOURS OF WORK.....	28
ARTICLE 19 - SICK LEAVE AND DISABILITY.....	32
ARTICLE 20 - MILITARY LEAVE.....	34
ARTICLE 21 - JURY DUTY.....	35
ARTICLE 22 - BEREAVEMENT LEAVE.....	36
ARTICLE 23 - LEAVE OF ABSENCE.....	37
ARTICLE 24 - VACATIONS, HOLIDAYS, AND DEBIT DAYS.....	38
ARTICLE 25 - EMERGENCY RECALL PROCEDURES	43
ARTICLE 26 - INSURANCE	44
ARTICLE 27 - TRADES.....	46
ARTICLE 28 - JOB DESCRIPTIONS.....	47
ARTICLE 29 - EDUCATION.....	48
ARTICLE 30 - EMERGENCY MEDICAL CERTIFICATION	50
ARTICLE 31 - PHYSICAL FITNESS.....	51
ARTICLE 32 - UNIFORMS AND PERSONAL PROTECTIVE EQUIPMENT (PPE)	52
ARTICLE 33 - SAVING CLAUSE	53
ARTICLE 34 - SUBSTANCE ABUSE AND TESTING	54
ARTICLE 35 - DURATION OF AGREEMENT.....	62
APPENDIX A - OPERATIONS SALARY SCHEDULE	63
APPENDIX A - BASE PAY SCHEDULE	66
APPENDIX B - UNFILLED, UNBUDGETED POSITIONS.....	67
APPENDIX C - SENIORITY LIST	70

PREAMBLE

Pursuant to the provisions of the *Revised Code of Washington (RCW), Title 41, Chapter 56*, Woodinville Fire & Rescue, hereinafter referred to as the DISTRICT and the North Sound Professional Firefighters International Association of Fire Fighters (IAFF) Local 2099, hereinafter referred to as the UNION, have met and conferred in good faith regarding wages, rates of pay, working conditions and all terms and conditions of employment. And, as a result thereof, the DISTRICT and the UNION desire to enter into a COLLECTIVE BARGAINING AGREEMENT, hereinafter referred to as AGREEMENT, resolving such matters in favor of the UNION and the DISTRICT for the period of January 1, 2017 through December 31, 2020.

ARTICLE 1 - RECOGNITION

Section 1.01

The DISTRICT hereby recognizes the UNION as the sole and exclusive bargaining agent for all firefighters of the DISTRICT. For purposes of this AGREEMENT, the firefighters of the DISTRICT shall mean all the paid uniformed members of the DISTRICT whose positions are defined as "firefighter" in RCW 41.26.030(16), but shall specifically exclude the Fire Chief and Deputy Fire Chief(s).

Section 1.02

In the event a new position, not referenced above, is created within the DISTRICT during the term of this AGREEMENT, representatives of the DISTRICT and the UNION shall immediately meet and discuss whether the new position is appropriately within or without the bargaining unit represented by the UNION.

ARTICLE 2 - UNION MEMBERSHIP AND DUES

Section 2.01

It shall be a condition of employment that all employees covered by this AGREEMENT become and remain members in good standing in the UNION or pay an agency service fee as permitted by law or make payment in accordance with RCW 41.56.122.

Section 2.02

The DISTRICT agrees to deduct, on a semi-monthly basis, dues, initiation fees and assessments in an amount certified to be current by the treasurer of the UNION from the pay of those employees who individually request in writing that such deductions be made. The DISTRICT shall remit the total amount of deductions each month to the treasurer of the UNION.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 3.01

It is recognized that, except as limited by terms of this AGREEMENT or applicable law, the DISTRICT shall retain the right and authority to operate and direct the affairs of the DISTRICT in all of their various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control the operations and services of the DISTRICT; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to determine whether goods or services shall be made or purchased; to hire and promote employees; to demote, suspend, discipline, discharge or relieve employees for just cause except that just cause is not required for probationary new hires; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment, facilities, or levels of service.

ARTICLE 4 - UNION BUSINESS

Section 4.01

With prior approval of their immediate supervisor and a Shift Battalion Chief, representatives of the UNION shall be allowed to arrange for qualified work replacements for the purpose of conducting the business of the UNION, or meeting with representatives of the DISTRICT. The DISTRICT shall not be responsible for compensating any such replacement.

Section 4.02

With prior notice to an immediate supervisor, on-duty bargaining unit employees shall be allowed to perform normal UNION business that does not interfere with the operations of the DISTRICT.

Section 4.03

The DISTRICT shall provide bulletin board space for use by the UNION in each facility where represented employees are assigned. It shall be at a convenient location that is regularly accessible to employees.

Section 4.04

Representatives of the UNION shall be allowed permission to visit work locations of covered employees at any reasonable time or location for the purpose of administering this AGREEMENT or investigating possible grievances. Such visitations shall not interfere with the normal operation of the DISTRICT, and may be subject to the approval of an immediate supervisor.

Section 4.05

The UNION shall be allowed to hold its regular monthly meetings in a District meeting facility from 0830 hours to 1030 hours. The UNION will provide the DISTRICT with a meeting schedule by December 1 for the following year. Additional meetings shall be permitted at DISTRICT facilities per the DISTRICT'S procedures. On-duty personnel at a facility where a meeting is held may attend the meeting. On-duty personnel at other facilities may attend meetings upon approval of a Deputy Fire Chief or the Fire Chief.

ARTICLE 5 - WORK STOPPAGE

Section 5.01

The DISTRICT and the UNION agree that the public interest requires the efficient and uninterrupted performance of all DISTRICT services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. The UNION shall not cause or condone any work stoppage, strike, slowdown, mass resignation, absenteeism, or other interferences with DISTRICT functions and should any occur, the UNION agrees to take appropriate steps to end such interference. Employees shall not be eligible for any wages or benefits while engaged in conduct that violates this Article. Employees may be disciplined or discharged for such violations. Should a job action occur within the geographical jurisdiction of the DISTRICT, employees may be required to cross an established picket line to perform emergency or non-emergency activities. Where such activities involve work that raises safety concerns on the part of employees, the DISTRICT agrees to meet with the UNION to hear employee input.

ARTICLE 6 - NON-DISCRIMINATION

Section 6.01

The DISTRICT and the UNION agree that there should be no unlawful discrimination against any employee or applicant for employment because of race, creed, color, age, religion, sex, sexual orientation, gender identity or expression, national origin, veteran status, marital status, disability, UNION membership or activity, or for any reason protected by law.

Section 6.02

Whenever words denoting a specific gender are used in this AGREEMENT they shall apply equally to all genders.

ARTICLE 7 - SAFETY COMMITTEE

Section 7.01

There shall be a joint Safety Committee consisting of two members appointed by the DISTRICT and two members appointed by the UNION. The Committee shall meet at least once each calendar quarter or more often as requested by the DISTRICT or the UNION to discuss matters concerning health and safety. The Safety Committee shall present its findings and recommendations to the Fire Chief. Dissenting opinions shall be documented in meeting minutes. In the absence of a majority, the Fire Chief shall consider both opinions and determine the proper course of action.

ARTICLE 8 - DEFINITION OF SENIORITY

Section 8.01

Seniority shall be determined by continuous service with the DISTRICT from date of hire. Continuous service shall be broken by 24 or more hours of leave of absence, resignation, discharge or retirement.

Section 8.02

During the period that any employee is on an authorized leave of absence without pay or on layoff status, seniority shall not accrue. Upon returning to work after such layoff or leave the employee shall be granted the level of seniority previously accrued in the rank to which he returns

Section 8.03

Employees with the same date of hire shall be assigned to the seniority list in order of their ranking on the hiring list. The DISTRICT shall maintain a current seniority list as Appendix C of this AGREEMENT.

Section 8.04

Members on active military duty shall continue to accrue seniority.

ARTICLE 9 - EMPLOYEE STATUS

Section 9.01

The DISTRICT shall submit written notice to the UNION of the name, job title, shift, station assignment and effective date of actions to hire, terminate or promote bargaining unit employees.

Section 9.02

All shift assignments shall be made by the DISTRICT and shall require at least 15 days' notice unless otherwise agreed by the employee and the DISTRICT. Employees whose assignments are changed by the DISTRICT will be permitted to take leave for any calendar days previously approved as time off or may request permission to change the date(s) of such previously approved time off.

ARTICLE 10 - REDUCTION IN FORCES

Section 10.01

In case of personnel reduction:

- A. Layoff shall be done by reverse order of seniority.
- B. Each employee laid off shall be placed on a hiring list for five years, in the order of layoff.
- C. Available positions shall be filled from the hiring list on a last laid off/first hired basis before new employees may be hired.
- D. To be eligible for rehire from the list, personnel must pass the medical exam required for new employees.

ARTICLE 11 - VACANCIES AND PROMOTIONS

Section 11.01 Acting Assignments

- A. The DISTRICT shall maintain acting lists that are separate from promotional lists. Eligibility for placement on an acting list will occur after successful completion of the task book for Acting Lieutenant or Acting Battalion Chief.
- B. If two or more Acting Lieutenants are assigned to a crew, they shall be rotated on an equal basis. If no Acting Lieutenants are assigned to a crew then the actors on that shift shall be rotated equally.
- C. If two or more Acting Battalion Chiefs are assigned to a shift, they shall be rotated on an equal basis.
- D. When a Lieutenant, Captain assigned to CRR, Captain assigned to Training, or Battalion Chief will be absent for more than 30 calendar days, excluding accrued time off, the DISTRICT shall make a provisional assignment until the Lieutenant, Captain assigned to CRR, Captain assigned to Training, or Battalion Chief returns. Provisional assignments will be made from the pool of qualified actors.
- E. Employees assigned to a provisional position for greater than 60 days shall be subject to a performance evaluation every 60 days.
- F. Provisional assignments shall not exceed 12 months.

Section 11.02 Day Shift Premium

A 5 percent day shift incentive will be paid for all day shift assignments when an assignment to days occurs without a change in rank (*e.g.*, Lieutenant assigned to the recruit academy), provided the assignment is a two-week minimum. The person on days shall be counted as one off for a maximum of 120 days for purposes of staffing/scheduling. This premium shall be paid retroactive to January 1, 2017 to any employee who served or is serving in a qualifying role. The day shift incentive does not apply to alternate duty (light duty) assignments. The CSO/PIO position has an increased wage scale and is therefore not eligible for the day shift incentive.

Section 11.03 Permanent Vacancies

Permanent vacancies that occur in specific classifications shall be filled within 30 days of the vacancy. Should no current promotional list exist, the DISTRICT shall make a provisional assignment from the pool of qualified actors until a new promotional list is created in accordance with this AGREEMENT.

Section 11.04 Promotional Testing and Assignments

- A. The following procedures shall govern all promotions and assignments covered by this AGREEMENT. The Fire Chief shall establish the methods and procedures for promotional testing and the selection process for position assignments. The DISTRICT shall maintain a policy containing the specific methods and procedures for all promotional exams offered by the DISTRICT, which will include a Committee comprised of the Fire Chief or designee, the

Chief Administrative Officer, the Deputy Fire Chief, the Captain assigned to Training, and/or the Captain assigned to CRR, and a UNION representative assigned by the UNION. All examinations shall be impartial and shall relate to those matters that test the candidate's ability to discharge the duties of the position to be filled.

- B. Testing for the following positions shall be on an as-needed basis: Battalion Chief, Lieutenant, and CSO/PIO.
- C. A selection process for the following positions shall take place to coincide with the three-year rotation of the position: Captain assigned to Training and Captain assigned to CRR. The selection schedule may be adjusted for mid-rotation changes. [NOTE: These positions were created and the rotation began effective January 1, 2016.]
- D. The UNION shall be allowed to have an observer present during all promotional testing. If this option is invoked, the representative must remain present for all candidates. The UNION observer may be present during testing only and not during any post-testing discussion or scoring.
- E. Candidates for promotional exams shall be required to meet the eligibility requirements for testing on the date the current list expires or the first day of testing, whichever is later.
- F. Employees shall be notified of any change to promotional testing methods and procedures and such changes shall not be made less than 90 days prior to an exam.
- G. Once established, all promotional lists shall be maintained for two years.
- H. The dates of promotional exams shall be posted for all DISTRICT employees at least 90 days prior to the start of testing.
- I. Applicants for promotion shall submit their intent to take the exam 60 days prior to the start of testing.
- J. Seventy percent (70%) shall be a passing score for each component of a promotional exam. A candidate must pass each component in order to proceed with the exam.
- K. All applicants will be notified of their final score and relative standing on the promotional list within 15 days of the end of testing.

Section 11.05 Service Credit

- A. Persons who apply for and serve in the position of Captain assigned to Training or Captain assigned to CRR shall receive service credits on their Battalion Chief promotional exam.
- B. Persons who are assigned to a Captain position are not eligible for service credit.
- C. The candidate must pass each component of the promotional exam with a score of 70 percent (70%).

- D. Three points will be added to the final passing score for service in either of the Captain assignments.
- E. Seven points will be added to the final score for service in both Captain assignments.
- F. Should a Battalion Chief promotional exam be held during the term of one's Captain assignment, they will be eligible for the full service credit.

Section 11.06 Promotion to New Classification

- A. An employee promoted to a new classification/promotion shall be subject to a probationary period of 12 months and shall have a formal performance evaluation every 60 days during that period.
- B. No employee shall be reduced in rank as a result of another demotion, not resulting from a reduction in forces.
- C. Reduction in rank of a Lieutenant or Battalion Chief for any reason other than discipline or failing to pass probation, shall be done by seniority of promotion to that rank (*e.g.*, last promoted first demoted).
- D. Any Lieutenant or Battalion Chief reduced in rank, for any reason other than discipline or failing to pass probation, shall be promoted in the reverse order of demotion to the rank demoted from, regardless of promotional list or any time limitations.

Section 11.07 Permanent Vacancies – No Qualified Internal Candidates

The DISTRICT may hire from the outside if no qualified internal candidate successfully completes the promotional exam for a permanent vacancy in any of the following positions: Battalion Chief, Lieutenant, and CSO/PIO.

Section 11.08 Probationary Firefighter (PFF)

- A. Those hired into an entry-level Firefighter position shall be at the rank of PFF1 for a minimum of 12 months, during which time they will have successfully completed all probationary requirements as determined by the DISTRICT.
- B. Failure to successfully pass the probationary requirements may result in termination of employment.

Section 11.09 Firefighter 2 (FF2)

Upon successful completion of all probationary requirements as determined by the DISTRICT, a PFF shall be promoted to FF2. Promotion to the subsequent ranks of Firefighter 3 and Firefighter 4 shall be contingent upon serving 12 months in each position and receiving a satisfactory performance evaluation at each rank.

Section 11.10 Lateral Entry Firefighter

- A. Contingent on a minimum of three years' continuous career firefighting experience.
- B. Those hired into a lateral entry Firefighter position shall be at the rank of Firefighter 3 (FF3) and shall serve a minimum probationary period of 12 months. Employees will be promoted to Firefighter 4 (FF4) upon successful completion of 12 months as a FF3, as determined by the DISTRICT.
- C. Failure to successfully pass the probationary requirements may result in termination of employment.

Section 11.11 Senior Firefighter (FF5)

Promotion to Senior Firefighter shall be contingent on completion of 12 months at FF4 with a satisfactory performance evaluation and ability to meet the FF5 job description requirements.

Section 11.12 Hazardous Materials Technician

There shall be a minimum of three trained personnel on each platoon.

Section 11.13 Rescue Technician

There shall be a minimum of three trained personnel on each platoon.

Section 11.14 Lieutenant (LT)

- A. Candidates are required to be a FF5, have completed the Acting Lieutenant task book, and have a minimum of 45 quarter or 30 semester college credits from an accredited degree program.
- B. A promotional list shall be established based on candidate scores on the promotional exam.
- C. Promotion shall be made in order of placement on the list except where the DISTRICT has previously documented poor performance evaluations.

Section 11.15 Captain Assigned to Training (3 year assignment)

- A. Candidates shall be a Lieutenant 2 (LT2) on or before the effective date of the assignment.
- B. Candidates shall have certification as Fire Instructor 1 or have the ability to complete it by the end of their first year in the assignment.
- C. Compensation for the Captain assigned to Training shall be in accordance with the Base Pay Schedule for Captain in Appendix A. Those newly assigned to the position of Captain assigned to Training shall earn the Captain 1 (probationary) wage. Upon attainment of Acting Battalion Chief status or completion of one year in the assignment, whichever comes first, the employee shall receive the Captain 2 wage.

Section 11.16 Captain Assigned to CRR (3 year assignment)

- A. Candidates shall be an LT2 on or before the effective date of the assignment.
- B. Candidates shall have certification as International Fire Code Inspector 1 or have the ability to complete it by the end of their first year in the assignment.
- C. Compensation for the Captain assigned to CRR shall be in accordance with the Base Pay Schedule for Captain in Appendix A. Those newly assigned to the position of Captain assigned to CRR shall earn the Captain 1 (probationary) wage. Upon attainment of Acting Battalion Chief status or completion of one year in the assignment, whichever comes first, the employee shall receive the Captain 2 wage.

Section 11.17 Captains - TBD

If the DISTRICT implements other Captain positions, it shall be negotiated at that time.

Section 11.18 Battalion Chief

- A. Candidates are required to be a minimum of an LT2, have completed the Acting Battalion Chief task book, and have a minimum of an associate degree from an accredited college or university.
- B. A promotional list shall be established based on candidate scores on the promotional exam.
- C. Promotion shall be made by utilizing the rule of three, which will be determined by order of placement on the list. Except where the DISTRICT has previously documented poor performance evaluations or disciplinary actions have been administered, the DISTRICT may eliminate one or more of the top three employees from the list and utilize the next.

Section 11.19 Community Services Officer/PIO (Senior Firefighter) (minimum 2 years; maximum 5 years)

- A. Candidates are required to be a minimum of a FF5 and must be an employee with the District for a minimum of three years.
- B. The CSO/PIO must maintain all certifications required for a Senior Firefighter with the District.

Section 11.20

It is understood that the DISTRICT may enter into any contractual merger or consolidation arrangements with other municipalities and fire protection agencies. It is agreed that the UNION shall be contacted early in the planning process or any such arrangement in order to discuss potential bargaining issues which may arise as a result.

ARTICLE 12 - DISCIPLINE AND DISCHARGE

Section 12.01

Employees may be disciplined or discharged for just cause and with due process, except that just cause is not required for probationary new hires to be discharged. Prior to the imposition of discipline other than oral reprimands, the employee shall be provided, upon his/her request, an opportunity to meet with the Chief or his/her designee to discuss the alleged violation. At the meeting, the employee shall have an opportunity to review documents then in the possession of the Chief or his/her designee, which the DISTRICT will use as supporting documentation of the alleged violation.

Section 12.02

This shall not prevent the DISTRICT from placing an employee on administrative leave with pay pending the final decision as to the appropriate discipline or the review of said discipline by the appropriate authorities.

Section 12.03

The employee shall be entitled, upon his/her written request, to a copy of the alleged violation or charges. If a written memo of an alleged violation or charge against the employee is prepared, the UNION shall be entitled to a copy upon request. The employee shall also be entitled to have a UNION representative present at any meeting held with the DISTRICT to discuss potential disciplinary action against him/her.

ARTICLE 13 - GRIEVANCE PROCEDURE

Section 13.01

Both parties recognize the importance of good labor relations and the desirability of settling grievances promptly and fairly. In the interest of good employee relations, the following procedure is outlined. Every effort will be made to resolve the complaint or grievance at the lowest level possible to include, but not be limited to, agreeing to suspend timelines relating to grievance filings and responses in order to better allow the parties to discuss and resolve issues.

Section 13.02

Both labor and management will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking resolution to the grievance.

Section 13.03

It is the declared objective of the parties to encourage prompt and informal resolution of member complaints as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of complaints. A grievance is defined as a complaint by one or more members, or the UNION, involving the interpretation or application of this AGREEMENT; written policies and rules of the DISTRICT; or disciplinary action.

Section 13.04

Nothing in this grievance procedure prevents any member and their chief officer from resolving any grievable incident prior to the filing of a grievance.

Section 13.05

The following procedures shall apply to grievances filed under this Article. Written grievances at each step shall contain the following information: *(Strict technical compliance with the terms of this Section is not required to preserve the arbitrability or grievability of the grievance.)*

- A. A dated, written statement of the specific provisions of this AGREEMENT or other policies alleged to have been violated, misapplied or misinterpreted;
- B. A statement of facts as to the manner in which the provision is purported to have been violated, misapplied or misinterpreted;
- C. The date or dates on which the alleged violation(s) occurred;
- D. The specific remedy or adjustment sought; and
- E. The signature of an appropriate UNION representative.

Section 13.06

The written response by the DISTRICT shall contain the following: *(Strict technical compliance with the terms of this Section is not required.)*

- A. Affirmation or denial of the facts upon which the grievance is based;
- B. An analysis of the alleged violation, misinterpretation or misapplication of the AGREEMENT;
- C. The remedy or adjustment, if any, proposed by the DISTRICT; and
- D. The signature of an appropriate DISTRICT representative.

Section 13.07

Grievances must be filed with the DISTRICT within 30 calendar days of the event, or knowledge of said event, giving rise to the grievance.

Section 13.08

The following processes will be followed:

- A. The grievance shall be submitted, via hand-delivery, or as otherwise mutually agreed upon in advance, to the Chief or his/her designee within 30 calendar days of the event giving rise to the grievance. The Chief or his/her designee shall render a written decision within 30 calendar days of receipt of the grievance. Such written decision must be delivered by sending same through the DISTRICT'S e-mail to the UNION President or his/her designee using the delivery receipt option.
- B. If the UNION perceives the grievance is not adequately resolved, the UNION can submit the grievance, and supporting documentation to the Board of Fire Commissioners ("Board") within 14 calendar days of receipt of the Chief's decision. To forward a grievance to the Board, the UNION must hand deliver or send by email the same to the Board Secretary or his/her designee. The grievance will be placed on the next available agenda of the Board's Human Resources Committee. The UNION will be informed of the date and time of said Human Resources Committee meeting as soon as the DISTRICT places the grievance on the Human Resources Committee's agenda. The DISTRICT will allow one member of the UNION to attend said meeting. The Board and/or members of the Human Resources Committee shall have discretion to determine what information, if any, beyond the written grievance and the Chief's decision is necessary to resolve the grievance, and to request presentation of such information. The Board shall issue its written decision within 30 calendar days of receipt of the grievance.

Section 13.09

The UNION may appeal an adverse decision of the Board of Fire Commissioners to a neutral arbitrator. The UNION shall give written notice to the DISTRICT of its intent to submit a grievance to arbitration within 14 calendar days of the Board's decision.

- A. A representative of the UNION and of the DISTRICT shall attempt to agree on a neutral arbitrator.
- B. If unable to reach agreement within approximately 14 calendar days or as otherwise agreed upon, the UNION or the DISTRICT shall request a list of arbitrators located in Washington, Oregon and Idaho from the American Arbitration Association. Within 10 calendar days, or as otherwise agreed upon, of the receipt of the list of arbitrators, the DISTRICT and the UNION shall select a first strike by flip of a coin, and then alternately strike the names of arbitrators on the list until only one name remains.
- C. Written notice of the appointment of the selected arbitrator shall be mailed to said arbitrator.
- D. Upon the appointment of the selected arbitrator, as hereinabove provided, said arbitrator shall hold an arbitration hearing at the time and place selected by the arbitrator. The hearing shall be conducted pursuant to the terms and conditions of this AGREEMENT
- E. The arbitrator shall render a decision within 30 days of the hearing, unless otherwise agreed by the parties. The award of the arbitrator shall be binding upon the parties hereto. The arbitrator shall have no power to alter, amend, or change the terms of this AGREEMENT. While a grievant may be "made whole" by the arbitrator, any punitive award by the arbitrator shall be void and unenforceable. The expense of the neutral arbitrator will be shared equally between both parties and each party shall be responsible for the costs of their own witnesses and representation, including attorney's fees.

Section 13.10

Extension of the above time limits may be accomplished through mutual written consent of both parties.

ARTICLE 14 - RULES AND REGULATIONS

Section 14.01

The UNION agrees that its members shall comply with all Policies, Procedures and Practices of the DISTRICT, including those relating to conduct and work performance. Where changes to Policies, Procedures and Practices constitute mandatory bargaining topics, the UNION and DISTRICT shall bargain prior to implementation.

ARTICLE 15 - BASIC RATE OF PAY

Section 15.01

For the purpose of calculating the hourly rate of pay which shall apply to excess hours of work (overtime), the established monthly salary (including any additions required to comply with the FLSA definition of regular rate of pay) of each employee shall be multiplied by 12 to obtain the annual salary, which shall then be divided by 2,512 for shift personnel and 2,080 for day personnel. Effective January 1, 2018, as a result of the move to a 4-platoon, 2,512 will change to 2,496 for shift personnel.

ARTICLE 16 - OVERTIME

Section 16.01

Except as otherwise provided in this AGREEMENT, any employee who is required to perform work in excess of the recognized workweek, as established in Article 18 of this AGREEMENT, shall be compensated at the overtime rate of pay for the position presently held.

Section 16.02

In the event that overtime is required to fill a shift, bargaining unit employees shall be utilized to perform the overtime work. Except in emergencies or inability to find a member to fill a shift, overtime shall be voluntary. The opportunity to work overtime shall be rotated equally among the employees as provided in this Article.

Section 16.03

The overtime rate of pay shall be 1-1/2 times the basic rate of pay as defined in Article 15 of this AGREEMENT; the overtime rate shall apply to acting pay where the employee is actually working out of rank.

Section 16.04

The employee shall be paid at the overtime rate for a minimum of one hour for each occurrence of all time worked outside of his/her regularly scheduled hours of work. The aforementioned one -hour minimum shall not apply to employees held over for an alarm past termination of their scheduled shift or answering an alarm within one hour prior to the start of their scheduled shift.

Section 16.05

Employees shall receive overtime for periods before and after scheduled shifts for those periods exceeding 12 minutes. Overtime shall be paid thereafter in 15-minute increments.

Section 16.06 Filling Overtime Positions

- A. Positions shall be filled by utilization of the next up person, not on duty, per the overtime file, for the position being filled, firefighter for firefighter, company officer for company officer, battalion chief for battalion chief.
- B. When overtime is required at a station, the position that created the overtime is the position that will be hired back.
- C. Day shift personnel shall only be eligible for overtime on previously scheduled days off or their normal scheduled day off.
- D. An employee may be hired back on overtime without use of the overtime file for their assigned Management Team Projects. These hours shall be added to the employee's total hours per Section 16.09.A.
- E. An employee must be able to work the hour(s) offered in order to accept the overtime.

Section 16.07 Cancellation of Overtime

- A. If an employee has agreed to work overtime and the DISTRICT cancels the overtime with less than 12 hours' notice, the employee shall be paid a two-hour minimum at the overtime rate.

Section 16.08 Compensatory Time

- A. Compensatory time shall be defined as time-off at the rate of 1-1/2 times the number of hours worked. Compensatory time in lieu of payment of overtime shall be at the mutual agreement of the employee and the DISTRICT. All compensatory time accrued in a particular calendar year must be fully scheduled by January 16 and utilized by March 1 of the following calendar year. The DISTRICT shall schedule any compensatory time not scheduled by January 16. Any compensatory time not utilized will be paid out, at the rate earned, in the pay period ending March 15.

Section 16.09 Overtime Tracking

- A. The DISTRICT shall track employee availability and participation history in the overtime program, including the number of hours worked. Overtime shall be hired according to the current overtime policy. Upon their date of hire, new bargaining unit members shall be allocated the same number of hours as the bargaining unit member with the maximum number of hours and placed below that member on the list.
- B. An employee shall not be forced to work overtime when the employee is on the following: bereavement leave, disability, family medical leave, maternity leave, or scheduled accrued time off.
- C. Per Article 18, Section 18.01.A., except in the case of an emergency or a deployment, an employee shall be allowed to work a maximum of 72 hours in a row.

ARTICLE 17 - SALARIES

Section 17.01

The salary schedule and pay plan of the employee classifications covered by this AGREEMENT is set out and attached as Appendix A, which shall form a part of, and be subject to, all provisions of this AGREEMENT.

ARTICLE 18 - HOURS OF WORK

Section 18.01

****The parties agree that the 3-platoon shift remains in effect for the remainder of 2017 and, therefore, the 2014-2016 collective bargaining agreement's version of Section 18.01 applies to 2017. The following revised Section 18.01 applies to the 4-platoon shift that will exist effective January 1, 2018.***

The UNION agrees to a 24-hour shift from 0800 to 0800. Any other 24-hour shift schedule shall be negotiated at that time.

- A. The 4-platoon shift shall consist of 24-hour shifts. The basic shift arrangement shall consist of one 24-hour shift worked followed by 24 hours off; one 24-hour shift worked followed by 120 hours off. Except in the case of an emergency or deployment, an employee shall be allowed to work a maximum of 72 hours in a row. After working the maximum numbers of hours an employee shall be off a minimum of 24 hours.
- B. The number of work hours for the 4-platoon shift is 365 days multiplied by 24 hours then divided by 4 platoons (2,190) plus 12 or 13 debit days, depending on the calendar year. The parties agree that, over time, this averages to a 48-hour workweek or 2,496 hours per year (52 weeks multiplied by an average 48-hour workweek). The parties understand that individual employees' actual scheduled and worked hours vary from 2,496.
- C. Each shift will have 12 or 13 debit days, depending on the calendar year. No more than one debit day will be scheduled in each 24-day FLSA work cycle.
- D. Each employee who works an entire calendar year on the 4-platoon shift shall be scheduled by the District to work a minimum of 91 and a maximum of 92 regularly scheduled response operation shifts in the calendar year (not including debit days).
 - 1. In the event an employee is scheduled to work less than the 91 minimum, the District will schedule the employee to work an additional number of shifts to meet the 91 minimum. The District will make every effort to mutually agree with the employee regarding when the additional shift(s) will be.
 - 2. In the event an employee is scheduled to work more than the 92 maximum, the employer will be given the option of: (a) paying the employee additional pay for the additional regular shift(s) worked at the overtime rate; or (b) not paying the employee additional pay but instead allowing the employee to schedule corresponding shift(s) off during the same calendar year that do not incur overtime to the District.
- E. Shift changes between platoons will take effect after a minimum of 96 hours off. Employees may waive this 96-hour requirement.

- F. Shift changes from day shift to a 24-hour shift or vice versa will take effect after a minimum of 24 hours off. Employees may waive this 24-hour requirement.
- G. Vacation time, holiday time and debit days shall be scheduled per Article 24 (Vacations, Holidays, and Debit Days). Vacation and holiday time shall be fully used in the year earned.
- H. The following chart indicates the method/formula for calculating Holiday Leave hours for a new employee that begins their employment mid-year:

Leave Type	Annual Allotment	Monthly Allotment	<i>Example Employee Hired June 1st</i>
Holiday Leave Time	72	6	42

Example: If a new employee begins their career on June 1st, they would serve seven (7) months of the year. They would earn 42 hours of Holiday Leave (6 hours x 7 months).

- I. When an employee is unable to perform his/her regular duties due to injury or illness, and appropriate alternative work is available, the employee may be assigned, with the approval of his/her physician, to special duty not to exceed 40 hours per week.
- J. Schools, drills, inspections and all other routine work may be performed beginning at 0800 hours and ending no later than 1800 hours. The hours between 1800 and 0700 shall be considered, with the exception of night inspections, or other duties as required by the DISTRICT, "emergency standby" time for the purpose of emergency response. Maintenance to apparatus and equipment necessary to maintain a readiness condition may be performed outside the routine work schedule.
- K. Christmas, New Year's Day and Thanksgiving may be considered emergency standby time.
- L. The work period of 24 days shall be used for the purpose of calculating the maximum number of scheduled hours worked as required by the Fair Labor Standards Act.

Section 18.02 Day Shift Personnel

- A. The number of hours of assigned duty for bargaining unit employees not assigned to the 4-platoon shift shall be 2,080 hours per year. The day shift position may be assigned one of the following schedules by the DISTRICT:
 - 1. A 9/80 schedule (Captain assigned to Training and Captain assigned to CRR), which is 80 hours worked over a two-week period with the workweek ending at the mid-point of the 8-hour shift;

2. Four 10-hour days, Monday through Thursday or Tuesday through Friday; or
 3. Five 8-hour days.
- B. Exceptions to the above may be made to facilitate special temporary programs, assignments or projects upon mutual agreement.
 - C. Employees working one of the day shift schedules will not be compensated for their daily lunch break unless said employee is required by the DISTRICT to respond on DISTRICT business during that lunch break. In such event, the responding employee will be compensated at their hourly overtime rate.
 - D. When a non-probationary firefighter is assigned to administrative duties such as inspection, special or temporary programs, projects, or assignments (including training academy instructor), the DISTRICT and employee may mutually agree upon other schedules, such as "flex-time".
 - E. The DISTRICT shall determine the schedule for any employees on alternate work assignment due to injury or illness. Such schedule may include flex time to accommodate the specific situation (e.g., the employee's rehabilitation, doctor's appointments, etc.).
 - F. The FLSA work period for day shift personnel shall be seven days.

Section 18.03 Department of Natural Resources ("DNR"), State or Federal Deployment

- A. Personnel deployed on a DNR, State or Federal mobilization will be compensated at their normal rate of pay, including overtime, based on the receiving agency's reimbursement plan, for hours worked. The DISTRICT will only compensate the employee for reimbursable hours.
- B. Employees will be allowed to volunteer to respond as part of a mobilization, provided that all personnel costs of the mobilization are reimbursed to the DISTRICT and further provided that the Fire Chief has the authority to make exceptions on a case-by-case basis. The DISTRICT has the discretion to decide whether to approve mobilization of DISTRICT personnel and equipment.
- C. If the employee is mandatorily required to respond to the mobilization, the DISTRICT will pay portal to portal 24/7.
- D. Federal mobilizations will vary, but will be defined prior to deployment.
- E. State Fire Mobilization will reimburse for hours defined as:
 1. Regular Hours: All hours regularly scheduled at their home agency for personnel assigned to a mobilization incident. These hours will be calculated the same as the agency

calculates their regular hours for days scheduled for duty at their regular hourly rate.
(Example: 8, 9, 10, 12, or 24 hours scheduled duty days.)

2. Overtime Hours: Overtime hourly rates for personnel assigned to a mobilization incident for overtime hours worked. Overtime hours are those hours not regularly scheduled to work at their home agency and are assigned on the incident action plan.
3. Assigned Hours: Assigned hours include reasonable time spent in preparation for work before and after the shift, travel to and from the assignment, time spent in staging, briefings, check-in, and demobilization. When resources are assigned to "Standby" in Base Camp for initial attack or emergency deployment to the field, even though they are not assigned to the Incident Action Plan, all hours will be reimbursable. This condition requires the approval of the Operations Section Chief and the signature of the Division Supervisor on the crew time report. Not included for reimbursement are unscheduled overtime hours such as meals, sleep time, and unassigned hours. During unassigned hours, personnel can leave base camp and are free from duty.

ARTICLE 19 - SICK LEAVE AND DISABILITY

Section 19.01

Twenty-four hour shift employees shall earn 13 hours of sick leave per month of service. Employees detailed to a -day shift schedule shall earn 11 hours of sick leave per month of service.

Section 19.02

On the date of hire, employees shall be provided a "bank" of 312 hours of sick leave for the first 24 months of employment. Should an employee require more sick leave than allotted during the first 24 months of employment, or terminate employment, the employee may be required to reimburse the DISTRICT for excess sick leave granted. Reimbursement will be deducted from the employee's final paycheck.

Section 19.03

Sick leave accrued each month will be placed in the employee's sick leave bank.

Section 19.04

Sick leave shall be deducted as used on an hour-for-hour basis. The term "Shift" for this Article refers to the use of any amount of sick leave used during an assigned work day (*e.g.*, 24, 10, 9 or 8 hour days). Multiple uses of sick leave during the same assigned work day will be counted as one shift.

Section 19.05

No employee shall be disciplined or discharged for bona fide use of sick leave. Sick leave may be used for the following purposes:

A. Bona fide personal injury or illness.

1. Certification of illness or disability by a physician shall be required for leaves of three consecutive shifts/days, or more.
2. The employee shall provide physician documentation to the DISTRICT within 24 hours prior to return to work or, if on family medical leave ("FML"), by the date specified on the FML paperwork issued by the DISTRICT.

B. Forced quarantine of an employee.

C. Medical and/or dental appointments (subject to DISTRICT approval).

D. Maternity leave.

E. Dependent leave.

1. An employee may use accrued sick leave to care for his/her dependent child with a health condition, which requires treatment or supervision.

2. Certification of illness or injury by a physician may be required pursuant to Section 19.05.A.(1) of this Article above for dependent children.

F. Illness or injury of spouse/domestic partner.

1. An employee may use sick leave to care for his/her spouse with a health condition that requires treatment or supervision.
2. Certification of illness or injury by a physician may be required pursuant to Section 19.05.A.(1) of this Article above for the spouse.
3. After three consecutive shifts/days off on sick leave, FMLA may be enacted. Sick leave can be used for FML.

Section 19.06

Employees shall notify the DISTRICT of their inability to report for scheduled duty at least one hour prior to their scheduled shift, with the exception of bona fide emergencies.

Section 19.07

Upon retirement or non-duty related death, the DISTRICT will buy back an employee's accrued sick leave balance at the rate of \$.35 on the dollar to a maximum of 2,000 hours.

Should separation of service be due to a duty-related death, the employee's beneficiary(ies) will receive a dollar for dollar payout of the employee's accrued sick leave balance at the time of death.

Section 19.08

An employee may be allowed to donate sick leave to another employee, with the DISTRICT's approval.

Section 19.09

Disability leave will be granted and calculated in accordance with the State Industrial Insurance and Workman's Compensation Act, and LEOFF 2 Pension Act, as they may be amended from time to time.

ARTICLE 20 - MILITARY LEAVE

Section 20.01

Military leave shall be granted in accordance with applicable Washington state and federal law.

Section 20.02

Tracking of military leave time will be accordance with District policy 2121.

ARTICLE 21 - JURY DUTY

Section 21.01

All employees shall be allowed necessary leave to serve as a member of a jury.

Section 21.02

During such leave, employees will be paid at their regular rate of pay for each day the employee would have worked during such jury participation. Any jury duty pay received by the employee for his/her service on a workday (exclusive of expenses), shall be reimbursed to the DISTRICT.

Section 21.03

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

ARTICLE 22 - BEREAVEMENT LEAVE

Section 22.01

Employees shall receive up to 48 hours off for 24-hour shift employees, and 40 hours for day shift employees, per occurrence, in the event of death or serious illness with impending death in the immediate family; provided that employees will only be provided bereavement leave once per immediate family member. Immediate family is defined as spouse, registered domestic partner, son, daughter, stepchild, grandchild, mother, father, grandmother, grandfather, brother, sister, uncle, aunt, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law and son-in-law. Any time beyond this amount required because of travel or extenuating circumstances in this paragraph shall be at the discretion of the Chief or his/her designee. Excess time allowed shall be deducted from accumulated sick leave.

ARTICLE 23 - LEAVE OF ABSENCE

Section 23.01

A leave of absence, without pay or benefits, may be granted to an employee. A request will be submitted in writing, detailing the need for the leave, and shall be approved or denied at the DISTRICT's discretion.

ARTICLE 24 - VACATIONS, HOLIDAYS, AND DEBIT DAYS

Section 24.01 Vacation Accrual

Each employee will accrue vacation, per month of employment, in accordance with the following schedule:

Months of Service	24 hour shift employee	Monthly Hours	Annual Hours
0 through 60 Months (through 5 years)	24 hour shift employee	12	144
0 through 60 Months	40 hour Work Week Employees	6.7	80
61 through 132 Months (6 through 11 years)	24 hour shift employee	19	228
61 through 132 Months	40 hour Work Week Employees	10	120
133 through 192 Months (12 through 16 years)	24 hour shift employee	24	288
133 through 192 Months	40 hour Work Week Employees	13.3	160
193 months or more (17 years or more)	24 hour shift employee	28	336
193 months or more	40 hour Work Week Employees	16.7	200

Section 24.02 Conversion Rates

In the case of reassignment to a different work week the following conversion factors shall be used to determine the amount of available vacation time.

	Shift to Days	Days to Shift
0 through 60 Months	.556	1.8
61 through 132 Months	.526	1.9
133 through 192 Months	.556	1.8
193 months or more	.595	1.68

Current hours available x the conversion rate = new available hours.

Section 24.03 Holiday Pay for Shift Employees

- A. Twenty-four hour shift personnel shall receive 72 hours of holiday leave time in lieu of the holidays recognized in Section 24.04 below.
- B. The formula for calculating holiday time pay for new employees will be in accordance with Section 18.01.H.

- C. The 72 hours of holiday time is provided upfront in a "bank" at the beginning of each year. Should an employee separate from employment with the DISTRICT, the employee will be required to reimburse the DISTRICT for holiday time taken in excess of holiday time earned. For example, if an employee separates from the DISTRICT on June 30th but has taken all 72 hours of holiday time, the employee will reimburse the DISTRICT for half, or 36 hours, of the holiday time. The reimbursement will occur initially through a deduction from any vacation payout and thereafter from the employee's final paycheck.

Section 24.04 Holidays for Day Shift Employees.

- A. For day shift employees, the following dates are recognized as legal holidays:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Veterans' Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

- B. One additional day at Christmas time plus an additional 40 hours to be used as floating holiday time.
- C. In the event a holiday falls on Saturday, Sunday or the normal scheduled day off, the employee shall schedule an additional day off immediately preceding or following the holiday.

Section 24.05 Day Shift Employees' Holiday Sellback

Day shift employees may voluntarily sell back up to 40 hours of holiday leave with approval of the Fire Chief. The time off will be sold in blocks of time based on the employee's current shift schedule and paid at the employee's hourly rate. Each employee shall individually declare, on a form provided by the DISTRICT, whether or not they wish to take such compensation in the form of cash payment in lieu of holiday leave. Requests must be filed no later than December 1st of the preceding year. Once approved, the appropriate number of holiday hours will be deducted from the employee's leave bank and paid during the pay period the time is worked or, if the leave has not been previously scheduled, in the pay period following approval of the request. Holiday time buyback will be considered as due compensation and therefore will be subject to the normal payroll deductions. Should extenuating circumstances exist where an employee wishes to withdraw the holiday leave hour buyback after approval, each case shall be judged on its own merit and any decision will rest solely at the discretion of the Fire Chief.

Section 24.06 Shift Employees' Vacation/Holiday Sellback²

- A. On or about August 1 of each year, on a form provided by the DISTRICT, all response operations personnel wishing to take holiday in lieu of debit day(s) will declare the number of days (in 24-hour increments) by which they wish to reduce their debit day commitment. A maximum of 72 hours of holiday may be used to reduce the number of debit days owed to the DISTRICT. The form will be due on or about August 7. The DISTRICT reserves the right to offer or not offer the holiday in lieu of debit day(s) as an option should the program not achieve the DISTRICT's objectives.
- B. On or about August 1 of each year, on a form provided by the DISTRICT, all response operations personnel wishing to sell back vacation or holidays will declare the number of hours they wish to sell back (in 24 hour increments) to the DISTRICT. Employees will be allowed to sell back up to 144 hours of holiday/vacation time to be paid at the employee's hourly rate. The form will be due on or about August 7. The DISTRICT reserves the right to offer or not offer the vacation/holiday sellback as an option should the program not achieve the DISTRICT's objectives.

Section 24.07 Vacation/Holiday Scheduling

- A. By September 1 of each year, the DISTRICT will publish the shift assignments for the following calendar year.
- B. Vacation and holiday picks will take place between September 2 and September 30, between the hours of 0800 – 2000 each day. Each employee will have three hours to select and move the picks to the next person. Failure to select within the three-hour timeframe will result in forfeiting picks for that round and picks will move on to the next person.
- C. For vacation and holiday picks, two shift personnel are allowed off per day with the following exception: during rounds only, three people are allowed off from November 15 – 30 and December 15 – 31.
- D. For the purpose of scheduling holiday and vacation, the basis for selection will be on total shift seniority. Holiday and vacation picks shall be done in four rounds.
 - 1. 1st Round: Each 24-hour shift employee can pick up to four 24-hour shifts off.
 - 2. 2nd Round: Each 24-hour shift employee can pick up to four 24-hour shifts off.
 - 3. 3rd Round: Each 24-hour shift employee can pick up to five 24-hour shifts off.

² The parties understand and agree that the changes to Articles 24.06-24.08 apply to the 4-platoon and do not apply to the 3-platoon, which remains in effect through 2017.

4. 4th Round: Each 24-hour shift employee will pick their remaining 24-hour shifts off. Any remaining odd hours will be cashed out at the employee's hourly rate in the second pay period of the following year.

Section 24.08 Debit Day Scheduling

- A. Between October 1 and October 15 of each year, the DISTRICT shall establish and publish the debit day calendar by identifying key positions necessary to ensure staffing needs are met. There will be no debit days assigned for Thanksgiving or Christmas.
- B. Debit day selection shall take place between October 16 and November 15 of each year in two rounds:
 1. 1st Round: 2 debit days
 2. 2nd Round: Balance of debit days
- C. Debit day selection by rounds will take place in the following order:
 1. Battalion Chiefs shall select their debit days first.
 2. Acting Battalion Chiefs shall select their debit days second with the goal of ensuring coverage of all vacant Battalion Chief shifts. Once all BC shifts are covered, Acting BCs shall select any open Lieutenant shifts.
 3. Lieutenants shall select their debit days third. Once all LT shifts are covered, LTs may select any open debit day shifts.
 4. Acting Lieutenants shall select their debit days fourth with the goal of ensuring coverage of all vacant Lieutenant shifts. Should all LT shifts be covered, Acting LTs may select any open debit day shifts.
 5. Ladder drivers who are not Acting LTs shall select their debit days fifth with the goal of ensuring coverage of all vacant ladder driver shifts.
 6. After all key positions have selected, the DISTRICT will update the debit day calendar, and rounds will start again for all other shift employees to select their debit days by total department seniority.
- D. Each employee shall have no more than one debit day per 24-day work cycle unless approved by the DISTRICT.
- E. Debit days may be traded in accordance with the Trades policy.
- F. Debit days may not be selected so as to create a 72-hour shift.

- G. The parties agree that the DISTRICT'S goals are a predictable staffing model, having key positions filled, and not creating overtime as a result of the time off and debit day selection process. If these goals are not met, the process will be re-evaluated and adjusted as necessary by the parties.

Section 24.09

- A. Scheduled detail outside regular work assignments, including, schools, conferences, seminars, related education, representation of the DISTRICT, or other details, shall be established by the DISTRICT after January 1 of each year. Such details shall be determined on a space-available basis and published by January 20 of each year.
- B. After January 20 at 0800, scheduled vacation and holiday leave may be moved on a first come, first served, space-available basis per shift provided it does not create overtime or other expense to the DISTRICT. Time off requests shall be submitted to the Shift BC; approval of multiple requests at the same time shall be seniority-based.

Section 24.10

After the first 12 months of employment, vacation time shall be used in the year that it is accrued. Should there be mitigating circumstances caused by the DISTRICT which prevent that use, the DISTRICT shall extend the vacation eligibility period until April 1 of the next year. Any such vacation carryover at the end of the calendar year shall be limited to the number of hours accrued during that year. Hours in excess of the annual accrued maximum shall be transferred to the employee sick leave bank. Upon separation, employees shall be compensated at their regular rate of pay for their unused vacation and holiday time.

Section 24.11 Vacation Hours Transfer to Sick Leave

Employees may annually choose to transfer up to 48 hours of their vacation leave to their Sick Leave Bank. Employees wishing to transfer hours may do so at any time. Employees will fill out a declaration form that will be provided by the DISTRICT.

Section 24.12 Personal Leave

Twenty four-hour shift employees will be allowed to use accrued holiday leave or vacation, up to 24 hours per calendar year, as a form of personal leave. Day shift employees will be allowed to use accrued holiday leave or vacation, up to 20 hours per calendar year, as a form of personal leave. Personal leave is limited to a one-time use, regardless of hours applied. Personal leave time shall be deducted from an individual's accrued time off at the rate of 1-1/2 times the amount used. Employees utilizing accrued leave as personal leave time shall call in at least one hour prior to scheduled shift time, with the exception of bona fide emergencies. Personal leave time may not be called in on New Year's Eve, New Year's Day, 4th of July, Thanksgiving, Christmas Eve or Christmas day. The ability to use accrued leave as personal leave time does not carry over from one calendar year to the next.

ARTICLE 25 - EMERGENCY RECALL PROCEDURES

Section 25.01

Emergency procedures for recall of off-duty paid personnel shall be used in situations imposing high levels of demand on fire, rescue and emergency medical services impacting the DISTRICT. The criteria to initiate emergency recall procedures will be defined by District policy.

Section 25.02

All personnel able to respond to any Fire Stations in the Woodinville Fire & Rescue DISTRICT within one hour of the request for recall are eligible to respond.

Section 25.03

Upon notification of the recall, personnel within the - one-hour response time are encouraged to report to their assigned station. Personnel reporting to their assigned station within the - one hour response time shall receive overtime pay for a minimum of two hours, with time starting and ending at station. Personnel shall be released at the discretion of the Duty Officer.

Section 25.04

Should an emergency event require more resources than are available within the one hour response time, the recall of off-duty paid personnel will indicate such.

ARTICLE 26 - INSURANCE

Section 26.01

The DISTRICT will offer medical insurance for employees and their dependents. One medical insurance plan will be offered:

- A. A PPO plan administered by DiMartino Associates, with an associated Health Reimbursement Arrangement (HRA) to which the DISTRICT will contribute \$2,478.40 annually for each employee without dependents and \$5,478.40 annually for each employee with dependents. The HRA will be funded on or about January 1 of each year. This plan is known in 2017 as the Northwest Fire Fighters Benefits Trust \$1500 Plan ("NWFFT"). Effective January 1, 2018, the DISTRICT's HRA contributions shall be made to a VEBA plan. HRA account balances held by the DISTRICT shall be transferred to the VEBA plan by April 1, 2018.
- B. HRA/VEBA contributions shall be prorated by month for employees who are hired or separate mid-year. Should an employee separate from employment with the DISTRICT mid-year, any HRA/VEBA amounts used by the employee during the employee's final calendar year of employment in excess of the prorated amount for that year will be reimbursed by the employee via a deduction from the employee's final paycheck.
- C. The DISTRICT and UNION agree to use Rehn & Associates as the third-party administrator for the HRA/VEBA accounts. Employees are responsible for paying any and all fees associated with the individual HRA/VEBA accounts.

Section 26.02

A joint labor/management committee shall collaboratively research, make recommendations and agree to the health plan that will be used by the employees covered by this AGREEMENT. This committee will meet as necessary and agree either to no changes or to recommend a provider to the Board of Fire Commissioners for approval before the annual budget adoption.

Section 26.03

The DISTRICT will offer a Dental plan with orthodontia to include dependent coverage. The plan offered will be a continuation of the coverage provided in 2016.

Section 26.04

For medical insurance coverage, the DISTRICT and the UNION agree to the following premium cost share schedule:

- A. The DISTRICT shall pay 100 percent of the employee's coverage premium and 100 percent of the dependent coverage premium for 2017.
- B. Effective January 1, 2018, the DISTRICT shall pay 100 percent of the employee's coverage premium and 95 percent of the dependent coverage premium. The employee will pay the remaining 5 percent of the dependent premium.

- C. If a future annual premium increase is 10 percent or more, the DISTRICT shall pay 100 percent of the employee's coverage premium and 90 percent of the dependent coverage premium effective January 1 of the following year. The employee will pay the remaining 10 percent of the dependent coverage premium. If this change in the cost share occurs, the employee's portion of the dependent coverage premium will remain at 10 percent. For purposes of calculating the increase, percentages will be carried out to two decimal places.

Section 26.05

- A. The employee agrees to use their medical insurance for a confidential annual physical examination based upon the medical standards outlined in the IAFF/IAFC Joint Labor Management Wellness Initiative as guided by NFPA 1582.
- B. The DISTRICT will provide a form outlining an NFPA 1582 physical that is to be signed by the employee and his/her healthcare provider and returned to the DISTRICT no later than 1700 hours on December 31 of each calendar year.

Section 26.06

The DISTRICT agrees to provide an employee assistance program for all bargaining unit employees through the duration of the AGREEMENT.

Section 26.07

The DISTRICT shall make monthly contributions on a pre-tax basis from the base salary of each employee to the Washington State Council of Fire Fighters (WSCFF) Employee Benefit Trust. The contribution rate to the Trust shall be deducted from the employee's paycheck on a pre-tax basis at the rate of \$75/month. Effective the first pay period after ratification of this Agreement, the \$75/month will be paid by the DISTRICT without deducting it from base salaries.

Section 26.08

The DISTRICT shall pay 100 percent of premiums for supplemental short and long-term disability insurance by adding the monthly premium amount to each enrolled employee's base wage and then deducting such amount to pay the provider(s). Employees receiving short or long-term disability payments for an off-duty injury or illness are permitted to use accrued sick leave for 100 percent of their absence, provided that they return to the DISTRICT all disability payments received from the provider(s) for the purpose of buying back sick leave hours. Sick leave shall be bought back based on the employee's hourly rate of pay at the time of buy back. Employees are not allowed to buy back more sick leave than what is used while on disability leave.

ARTICLE 27 - TRADES

Section 27.01

Except as otherwise provided in Article 4, Union Business, the trading of whole shifts or portions thereof may be allowed subject to approval by the immediate supervisor and Battalion Chief. Trades shall be considered as substitutions under the FLSA 29 U.S.C. 207 (p), and the DISTRICT shall have no obligation to keep records of such exchanges or to revise hours of work to reflect the substitution.

Section 27.02

Trades shall be limited to Battalion Chief for Battalion Chief; Acting Battalion Chief for Battalion Chief; Company Officer for Company Officer; Acting Company Officer for Company Officer; Senior Firefighter for Senior Firefighter; Firefighter for Senior Firefighter or Firefighter; Probationary Firefighter for Firefighter, where qualified; Probationary Firefighter for Probationary Firefighter.

Section 27.03

Acting pay shall be forfeited when trading necessitates working in a higher rank unless this is cost neutral for the DISTRICT.

Section 27.04

When agreed upon and available, trade pay-back date(s) shall be submitted in writing to the respective immediate supervisors. Failure of an individual to report for a scheduled trade or trade pay-back, for other than bona fide medical illness or injury, will be considered an unexcused absence and subject to appropriate disciplinary action.

Section 27.05

Trading of overtime shift or portions thereof shall not be allowed. UNION trades, not to exceed 10 hours, shall be exempt from this Section.

ARTICLE 28 - JOB DESCRIPTIONS

Section 28.01

The UNION agrees that its members shall comply with the existing job descriptions developed by the DISTRICT. Where changes in the job descriptions constitute mandatory subjects of bargaining, the DISTRICT and UNION shall bargain prior to implementation. Employees shall be assigned responsibilities consistent with the guidelines established by their job description and will be provided adequate time while on their scheduled shift to complete assignments.

ARTICLE 29 - EDUCATION

Section 29.01

College attendance for an associate degree shall be limited to fire service related degrees, business degrees or public administration degrees, unless otherwise approved by the DISTRICT. College attendance in a bachelor's program shall be limited to fire service related degrees, business degrees or public administration degrees, unless otherwise approved by the DISTRICT. Employees seeking to enroll in a master's program shall obtain approval by the DISTRICT prior to enrolling in the program.

Section 29.02

Employees seeking tuition re-imbursement shall supply the DISTRICT with documentation of their intent to attend college courses during the next fiscal year, including the number of credits they expect to accrue and the estimated cost of tuition and books on a form to be provided by the DISTRICT. This request shall be submitted to the Training Division for consideration by September 1 of the prior calendar year. Tuition reimbursement requests submitted after September 1 of the prior calendar year will be considered for approval on a case-by-case basis by the DISTRICT.

Section 29.03

The total amount available for education reimbursement in each calendar year shall be \$500 per member. The number of members shall be determined during the budget process for each calendar year (*i.e.*, the number of budgeted positions will be used to calculate the dollar amount in the education fund). The funds will roll over each year to a maximum of \$50,000; no more than \$50,000 will be held in the education fund at any time. In the event the cost of classes submitted exceeds the amount in the education fund, the funds will be allocated equally among the requests through the Training Division.

Section 29.04

As outlined in Section 29.01 of this article, employees who attend such college courses for an associate degree shall be reimbursed for the cost of tuition at 75 percent of tuition for a passing grade sufficient for credit up to 2.9, but will be reimbursed at 100 percent and required textbook(s) for grades 3.0 or higher, upon successful completion of the course. For classes that only provide a pass/fail grade, the DISTRICT will reimburse at 100 percent and required book(s) for a passing grade. In the event an employee elects to attend a private institution, tuition reimbursement shall be limited to the cost of similar courses at Washington State community colleges.

Section 29.05

As outlined in Section 29.01 of this Article, employees who attend college courses toward a bachelor's/master's degree shall be reimbursed for the cost of tuition upon successful completion of the course, provided the employee: (a) achieves a grade of 2.0 or above, so long as the cumulative grade point average is above 2.8; and (b) maintains a satisfactory or above performance evaluation. In the event an employee elects to attend a private institution, tuition reimbursement shall be limited to the cost of similar courses at Washington State public universities. If the grade is 3.0 or greater the DISTRICT will additionally reimburse the cost of required textbook(s).

Section 29.06

Members covered by this AGREEMENT may attend college classes while on shift and without using accrued time off as follows: (a) if the shift is not below minimum staffing he/she may attend class with the approval of the Battalion Chief; (b) if the shift is at minimum staffing, he/she may attend class if a trade can be obtained through the trade procedure. The DISTRICT will define minimum staffing.

Section 29.07

Where an employee is unable to attend scheduled classes due to unanticipated work requirements imposed by the DISTRICT, and when this inability results in forfeiture of tuition or requires the course to be retaken because of attendance requirements, the DISTRICT will pay the cost of such tuition.

Section 29.08

A written request for advance reimbursement may be made to the DISTRICT for approval. Any such reimbursement shall be repaid to the DISTRICT if the employee fails to satisfy the conditions for reimbursement set forth earlier in this Article. Educational expenses subject to reimbursement by any other Government education plan (*i.e.*, G.I. Bill), shall be exempt from reimbursement by the DISTRICT.

ARTICLE 30 - EMERGENCY MEDICAL CERTIFICATION

Section 30.01

All employees covered by this AGREEMENT are required to obtain and maintain Emergency Medical Technician and Defibrillation certification within one year of hire. However, no employee will be disciplined or discharged for failure to obtain or retain certification due to leave of absences, extended illness, injury or other justifiable unforeseen circumstances beyond their control.

ARTICLE 31 - PHYSICAL FITNESS

Section 31.01

A joint Labor/Management Wellness Initiative committee shall be formed to develop, implement and supervise a Wellness and Physical Fitness Program. The committee shall use the components and resources of the IAFF/IAFC Joint Labor Management Wellness/Fitness Initiative as a guideline. The committee shall consist of two Management representatives appointed by the Fire Chief and two UNION representatives, one of whom will be a certified peer fitness trainer. Implementation of this program shall be subject to approval of both the UNION and the DISTRICT. Decisions made by the committee are subject to the final approval of the Fire Chief.

Section 31.02

All employees shall participate in a DISTRICT-established Wellness and Physical Fitness Program. No employee covered by this AGREEMENT will be disciplined or discharged for failure to meet Physical Fitness Program standards unrelated to the standards for tenure of employment as established by RCW 41.08.080. Employees may be disciplined for not actively participating in the Wellness and Physical Fitness Program.

ARTICLE 32 - UNIFORMS AND PERSONAL PROTECTIVE EQUIPMENT (PPE)

Section 32.01

All uniforms as set forth in DISTRICT policies and personal protective equipment and clothing required by the Washington State Vertical Standards for Fire Fighters shall be supplied at no cost to employees covered by this AGREEMENT. The DISTRICT will provide a personal SCBA face piece to employees covered by this AGREEMENT.

Section 32.02

Replacement PPE items will be provided to employees in exchange for turning in the item being replaced.

ARTICLE 33 - SAVING CLAUSE

Section 33.01

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

ARTICLE 34 - SUBSTANCE ABUSE AND TESTING

Section 34.01

The DISTRICT and the UNION recognize that drug use by employees threatens the public welfare and the safety of DISTRICT personnel. It is the goal of the DISTRICT and the UNION to promote a drug-free community, to maintain safe, healthy and efficient operations, and to protect the safety and security of employees, facilities and property of the DISTRICT. It is a further goal of the DISTRICT and the UNION to eliminate or prevent illegal drug usage, abuse of legal drugs, and alcohol abuse through education and rehabilitation of the affected personnel. Compliance with this Article is a condition of continued employment.

Although Washington State has legalized marijuana for medicinal or recreational purposes, the DISTRICT is not required to allow the medicinal or recreational use of marijuana in the workplace. Using, possessing, or being under the influence of marijuana in or on DISTRICT property or while conducting DISTRICT business is strictly prohibited.

Section 34.02

The following conduct is prohibited and will result in disciplinary action, up to and including termination:

- A. The use, possession, sale, distribution or being under the influence of any illegal drug pursuant to state or federal law, or alcohol while on DISTRICT property, while performing DISTRICT business in any location, or in a DISTRICT vehicle.
- B. The use, possession, sale, distribution or being under the influence of any illegal drug pursuant to state or federal law, or alcohol off the job when such use adversely affects the employee's on-the-job performance, behavior or service quality.
- C. The use of prescription or over-the-counter medication that is contrary to its intended use or used on the job without prior advanced notice and approval as stated in this Article.
- D. The conviction of an employee for an illegal drug or alcohol related crime on or off the job. Employees are required to notify the DISTRICT of any criminal drug statute convictions no later than five days after such conviction.

Section 34.03

All current employees covered under this AGREEMENT are responsible for knowing and understanding the contents of this Article. All new hires covered under this AGREEMENT shall be provided a copy of this Article during the onboarding process. Except for pre-employment testing, no employee shall be tested before this information is provided to him or her. It shall be the responsibility of the DISTRICT to ensure that all current members receive a copy of and acknowledge awareness of this Article.

Section 34.04 Consequences of Violating the Terms of this Article

- A. Any employee failing to meet the requirements of this Article shall be subject to discipline up to and including termination of employment.
- B. Any employee who is suspected of a violation under this Article may be immediately suspended with pay pending investigation.
- C. Any employee who refuses to consent to a test for the presence of drugs, prescription medication, or alcohol, or to comply and cooperate fully with all testing procedures and requirements, or to otherwise fully cooperate in an investigation involving substances pursuant to this Article, will be suspended without pay pending investigation.
- D. Any applicant who refuses to consent to a test for the presence of drugs, prescription medication, or alcohol, or to comply with all testing procedures and requirements or to pass the test, will not be hired.
- E. The DISTRICT shall not discipline employees who voluntarily come forward and ask for assistance to deal with a drug or alcohol problem. No disciplinary action will be taken against an employee unless s/he refuses the opportunity for rehabilitation, fails to complete a rehabilitation program successfully, or again tests positive for drugs within two years of completing an appropriate rehabilitation program.

Section 34.05 Inspections

Although the DISTRICT does not intend to authorize indiscriminate searches of lockers, desks or work areas, it reserves the right to conduct such narrow searches if the DISTRICT has reasonable articulable suspicion that an employee is in the possession or control of prohibited drugs, unauthorized prescription medication, or alcohol. Employees are required to cooperate when searches are conducted and failure to do so will result in discipline, up to and including termination.

Section 34.06 Prescribed Medication

- A. Any employee taking prescribed medication that may impair his/her ability to work safely and productively must notify his/her supervisor prior to beginning work. Such medication may include, but is not limited to, that which warns the user not to operate motor vehicles or heavy equipment while taking the drug or warns that the drug may cause drowsiness.
- B. Upon notification, the DISTRICT may require that the employee provide a note from his/her health care provider setting forth what job restrictions, if any, may be necessary for the duration of the covered employee's medication treatment.
- C. Information regarding the prescription medication will be given only to those persons who have a need to know.
- D. Failure by the employee to notify the DISTRICT in advance of work regarding medication that may cause impairment will result in discipline, up to and including termination.

Section 34.07 Testing

- A. Pre-Employment Testing - All candidates who have received contingent job offers with the DISTRICT for positions covered under this AGREEMENT will be required to undergo drug testing as a condition of employment. The DISTRICT shall pay the cost of pre-employment testing and analysis.
- B. Random Testing: Employees shall not be subject to random medical testing involving urine or blood samples/analysis or other similar tests for the purpose of discovering possible drug or alcohol abuse.
- C. Reasonable Suspicion Testing – Any employee who displays symptoms of impairment from drug or alcohol use as determined by good faith observation, performance problems, an accident/incident, or employee or citizen complaints will be required to undergo drug or alcohol testing. The DISTRICT shall pay the cost of testing and analysis required due to reasonable suspicion. The DISTRICT shall also pay for up to two hours of the employee's time and mileage to the closest available testing laboratory.
- D. Post-Treatment Return to Work Testing - After an employee has completed treatment and returned to duty, the DISTRICT shall pay the cost of post-treatment testing and analysis permitted under this Article. The DISTRICT shall also pay for up to two hours of the employee's time and mileage to the closest available testing laboratory.
- E. Confirmation Test after a Positive Test – The DISTRICT shall pay the cost of a confirmation test and analysis after an initial test result is positive.
- F. Retest after Positive Test and Initial Test – The employee requesting a retest shall pay all costs associated with the retest and analysis.

Section 34.08 Testing Procedures

- A. When warranted, transportation to and from the specimen collection site will be provided by the District for any test required of an employee.
- B. Prior to submitting a urine or blood sample, the employee will be required to sign the Consent and Release form.
- C. Employees may request a UNION representative or legal counsel to be present during any part of the testing process.
- D. The DISTRICT shall set up and maintain an account with Quest Diagnostics and one of their associated laboratories shall be used for collection and testing of samples. Quest Diagnostics is certified by the Substance Abuse and Mental Health Services Administration (SAMHSA), the HHS National Laboratory Certification Program and the College of American Pathologists. A split sample shall be requested for all tests. Testing shall be done following the laboratory's protocol. A Quest Diagnostics laboratory may be found at: Find a Location

- E. All positive tests for employees (not applicants) will be subject to a confirmation test to ensure the validity of the initial test results. The DISTRICT shall pay the cost of both the initial and confirmation tests.
- F. A positive test result will only be communicated to the DISTRICT if the confirmation test is also positive and such positive test results have been reviewed and confirmed by a Medical Review Officer ("MRO").
- G. An employee who provides a positive test specimen may, within seven calendar days of receipt of the test results, request a retest of the original sample, at either the original laboratory or at another Quest Diagnostics laboratory. The request for the retest must be in writing and presented to the DISTRICT within the appeal period. The employee is responsible for all costs associated with the additional test.
- H. If initial test results are negative, testing shall be discontinued, all samples destroyed, and records of the testing expunged from the employee's file.
- I. If initial test results are positive and confirmatory test results are negative, testing shall be discontinued, all samples destroyed, and records of the testing expunged from the employee's file.
- J. All information regarding positive drug and alcohol tests, test results, chemical dependency treatment, etc. will be placed in the employee's medical file, which is kept separate from all other personnel-related data. The DISTRICT shall keep such information confidential and it shall not be released to the general public unless required to do so by lawful subpoena or under state or federal public disclosure laws.

Section 34.09 Medical Review Officer ("MRO")

- A. The DISTRICT shall select an MRO from the Quest Diagnostics list to be associated with the DISTRICT's account. The Quest Diagnostics' MROs are:
 - 1. Independent licensed physicians;
 - 2. Responsible for reviewing non-negative laboratory results and determining if there is an alternative medical explanation for the laboratory finding.
- B. Quest Diagnostics provides an online secure Drug Testing Portal that is available 24/7 to order a drug test, track the status, access electronic custody and control forms, integrate with an MRO and receive a final reported drug test result.
- C. The MRO has the following responsibilities:
 - 1. Review and interpret non-negative test results;

2. Examine alternate medical explanations for any non-negative test results, which may include conducting an interview with the employee to understand medical history and a review of any other relevant medical factors;
3. Review all medical records made available by the employee when a confirmed non-negative test could have resulted from legal prescribed medication;
4. Inform the DISTRICT's representative of any positive results only after s/he has completed his/her review and analysis of the laboratory's test.

Section 34.10 Detection Levels

A split sample shall be requested for all drug and alcohol tests. The following detection levels will be used for determining if an employee is under the influence:

Drug Class	Alcohol	Initial Test	Confirmation Test
		.04 BAC	.04 BAC
Drug Class		Initial Test Level (ng/mL)	Confirmatory Test Level (ng/mL)
Amphetamines		300	
Amphetamine			500
Methamphetamine			500
Cocaine metabolites		300	500
Marijuana Metabolites		50	100
MDA-Analogues		500	
MDA (Methylenedioxyamphetamine)			250
MDMA (Methylenedioxymethamphetamine)			250
MDEA (Methylenedioxyethylamphetamine)			250
Opiates		300	
Morphine			500
Codeine			500
6-Acetylmorphine (6-AM)		10	10
Phencyclidine (PCP)		25	100

Section 34.11 Employee Assistance Program ("EAP")

- A. It is the intent of this Article to encourage and support employee recovery from substance abuse. To assist employees who wish voluntarily to seek assistance for drug and/or alcohol abuse, or related personal or emotional problems, the DISTRICT provides an Employee Assistance Program (EAP) through Magellan Health Services for its employees and all members

of their household. Every employee is encouraged to utilize the services of the EAP and seek assistance for alcohol and/or drug problems before it adversely affects the employee's job performance.

- B. An employee's decision to seek appropriate professional assistance through the EAP is confidential; however, the intent to use or the actual use of the EAP will not excuse an employee from complying with all provisions of this Article or exempt an employee from discipline for violation of the terms of the Article.

Section 34.12 Treatment

- A. Employees who enter treatment in the absence of any established violation of this Article may use accrued vacation and sick leave during the treatment period. Should accrued vacation or sick leave not be available, a medical leave of absence (unpaid) will be granted to any employee who voluntarily seeks and receives in-patient treatment for substance abuse prior to such abuse being discovered in violation of this Article. All employees will be granted up to six weeks (up to 12 weeks for FMLA-eligible employees) to fulfill all recovery commitments recommended by their attending counselors.
- B. A similar leave of absence may, at the sole discretion of the DISTRICT, be granted to an employee who tests positive under or otherwise violates this Article, subject to specific agreement between the DISTRICT and the employee as to the terms of continued employment with the DISTRICT.
- C. As a condition of any approved medical leave of absence for substance abuse treatment, an employee will be required to enter into an agreement with the DISTRICT that sets forth the conditions for the employee's continued employment with the DISTRICT.
- D. Treatment shall be paid for by the employee's medical insurance provided by the District. Any costs over and above the insurance coverage shall be paid by the District up to a total cumulative limit of \$15,000 over the course of the employee's employment with the District. Any additional cost shall be the responsibility of the employee.

Section 34.13 Post-Treatment

- A. Employees who complete a treatment program may be retested randomly no more than once every quarter for the 24 months following their return to duty. The District shall pay the cost of post-treatment testing.
- B. If an employee tests positive during the 24-month post-treatment period, the employee will submit to re-evaluation by his/her counselor or healthcare provider to determine if the employee requires additional counseling and/or treatment. The employee will be responsible for any costs not covered by insurance which arise from this re-evaluation, additional counseling and/or treatment. However, any violation of this policy, including during or following treatment, may subject the employee to discipline, including termination. See Section 34.02, above.

- C. Once an employee successfully completes treatment, s/he shall provide the District with a report from the treatment facility indicating that the employee has completed the full program and is able to return to full duty. The employee will be returned to their regular duty assignment. If necessary, and as determined by the District, the employee will be assigned to re-entry training.
- D. Once treatment and follow-up care is completed and three years have passed since the employee completed the program, the employee's medical file shall be purged of any reference to his/her substance abuse problem.

Section 34.14 Definitions

- A. Drugs – includes narcotics, depressants, stimulants, hallucinogens, cannabis, alcohol and any other substance that may be capable of altering the mood, perception, pain level or judgment of the individual consuming it.
- B. Illegal drugs – includes drugs prohibited by state or federal law.
- C. Prescribed medication – means any substance prescribed by a licensed medical practitioner for the individual consuming it that is capable of impairing the judgment of or the ability of the employee to safely perform his/her duties.
- D. Reasonable suspicion – means a suspicion that is based on specific personal observations that can be described, including but not limited to such indicators as an employee's manner, disposition, muscular movement, general appearance, behavior, speech, breath or clothing odor, poor or declining job performance, unusual attendance patterns, erratic or uncharacteristic behavior.
- E. Under the influence – means an employee's test results register at or above the detection levels listed in this policy.

Section 34.15 Changes in Testing Procedures

The parties recognize that during the life of the AGREEMENT, there may be improvements in the technology of testing procedures, which provide more accurate testing. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements. If the parties are unable to agree on the amendments they will be submitted to impasse procedures as outlined in RCW 41.56.

Section 34.16 Conflicts with Other Laws

This Article is in no way intended to supersede or waive any constitutional or other rights that the employees may be entitled to under Federal, State, or Local statutes.

Section 34.17 Discipline

Any employee who tests positive for drugs or alcohol may be subjected to disciplinary action, up to and including termination. All discipline shall be on a just cause standard, with due process and in fairness, as per DISTRICT rules and regulations, table of offenses and/or this AGREEMENT.

CONSENT/RELEASE

I consent to the collection of a urine and/or blood sample by a Quest Diagnostics laboratory and its analysis by _____ (medical review officer) for those substances specified in Article 34 of the Collective Bargaining Agreement.

The laboratory administering the test will be allowed to release the results to the DISTRICT only after the laboratory's results have been reviewed and interpreted by the Medical Review Officer. The information provided to the DISTRICT shall be only whether the tests were confirmed positive or were negative and not any other results of the test without my written consent.

The laboratory is not authorized to release the results of this test to any other person without my consent.

I understand that I have the right to my complete test results. I have the right to request a re-test of the original sample at either the original laboratory or a different Quest Diagnostics laboratory. The retest shall be requested in writing within seven calendar days of receipt of the positive test results. The employee shall be responsible for all costs associated with any re-test.

I understand that the DISTRICT is requiring me to submit to this testing as a condition of my employment and that alteration of the sample or failure to reasonably cooperate with the collection of a urine and/or blood sample may result in disciplinary action by the DISTRICT.

I understand that a confirmed positive test may result in a requirement that I undergo rehabilitation and may be cause for disciplinary action under the DISTRICT's policies.

By signing this consent form, I am not waiving any of my rights under any Federal, State, or Local law. I understand that I have the right to challenge any confirmed positive test result and any DISTRICT action based thereon, by filing a grievance under the Collective Bargaining Agreement.

Employee – Printed Name

Employee – Signature

Date

ARTICLE 35 - DURATION OF AGREEMENT


Section 35.01

This AGREEMENT shall be in effect for four years, commencing on January 1, 2017, and expiring at 12:00 midnight on December 31, 2020, for all employees in the bargaining unit in the employment of the DISTRICT during that period. The parties agree that negotiations regarding a subsequent agreement shall commence as required by State statutes.


Woodinville Fire & Rescue

North Sound Professional Firefighters,
IAFF Local 2099

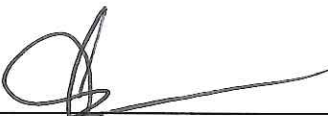
By 
Gregory Ahearn, Fire Chief

By 
Jim Rodgers, President

By 
Derek van Veen, Commissioner

By 
Tony Woods, Vice-President

By 
Jim Dorney, Commissioner

By 
Tim Osgood, Commissioner

By /s/ Kevin Coughlin (by phone)
Kevin Coughlin, Commissioner

By 
Roger Collins, Commissioner

09/26/2017
Date Signed

09/27/2017
Date Signed

APPENDIX A - OPERATIONS SALARY SCHEDULE

Firefighter

FF1 - Probationary	0-12 months	70%
FF2	13-24 months	75%
FF3	25-36 months	82%
FF4	37-48 months	90%
FF5 - Senior Firefighter	49+ months	100%

Community Services Officer

FF5 – Senior Firefighter		105%
--------------------------	--	------

Lieutenant

Probationary Lt 1	0-12 months	107%
Lt 2	13+ months	115%

Captain

Probationary Capt 1	0-12 months	120%
Capt 2	13+ months	125%

Battalion Chief

Probationary BC	0-12 months	130%
BC2	13+ months	135%

All salaries are based off of FF5, with percentage differential listed above. Each step is contingent upon a satisfactory evaluation in permanent position.

An employee temporarily assigned to duty in a higher ranking position than is regularly assigned, for any period of hours, shall be paid at the base step for the position being filled for the number of hours worked.

Retiree Medical Benefit Payments

The Local agrees that the District may implement a Resolution Establishing a LEOFF 2 Retiree Medical Benefit Program ("Program"). The District will receive "credit" in collective bargaining for funds spent under the Program while the Program is in effect, calculated as follows:

1. The actual dollar amount spent under the Program during the term of a collective bargaining agreement will be averaged by the number of months payments were made to Program participants during the term of the collective bargaining agreement. For example, if a collective bargaining agreement in effect from 1/1/17 through 12/31/20 had Program payments 9 months in 2018, 12 months in 2019, and 12 months in 2020, the total dollars paid out under the Program would be divided by 33 to determine a monthly average.
2. The monthly average amount will then be divided by the number of active members of the Uniformed bargaining unit of the Local at the expiration of the collective bargaining agreement. This monthly amount will be taken to two decimal places.
3. The average monthly per member amount will then be divided in half, to reflect the parties' agreement that this Program is half funded by the District and half funded by the members.

For the sole purpose of compensation comparability analysis in the parties' collective bargaining, the parties agree that this final number (half of the average monthly per member amount) will be added to the base wage of FF5 (Senior Firefighter), and thereby into all higher ranks that are a percentage of FF5. For example:

Year	People in Program	\$ Per Month	# of Months in Program	Total \$ per Year
2017	0	\$460	0	0
2018	3	\$460	9	\$12,420.00
2019	5	\$460	12	\$27,600.00
2020	6	\$460	12	\$33,120.00

Total dollars spent		\$73,140.00
Divided by total number of months	33	\$2,216.36
Divided by number in bargaining unit (58)		\$38.21
Divided by 2		\$19.11

Using the above example, \$19.11 would be added to the base wage of the FF5 (Senior Firefighter) in the District's and the Local's compensation comparability analysis during negotiations for the 2021 successor agreement.

Further, and based on the unique circumstances presented by the implementation of this Program, the Local agrees that the inclusion of Program funds into base wages as stated herein is exclusive to the District and any retiree programs existing in other comparable jurisdictions will not be considered or added to base wages in compensation comparability analysis by the parties or in any interest arbitration setting.

APPENDIX A - LONGEVITY, COLA, DEFERRED COMP

Longevity

A longevity pay supplement shall begin at the completion of 60months (five years) of service with the DISTRICT per table below, payable each month:

Completion of:	2017 - 2020
60 months	2%
120 months	4%
180 months	6%
240 months	7%
300 months	8%

Cost of Living Allowance (COLA)/Wage Increase

2017: Effective January 1, 2017, the monthly base pay shall be equal to the December 31, 2016 base pay plus 2.4 percent (2.4%). Retroactive wages will be paid to employees on the payroll at the time of the second pay period after ratification of this AGREEMENT. Retroactive pay will be calculated using the individual employee's gross wages for the period of retroactive pay.

2018: Effective January 1, 2018, the monthly base pay shall be equal to the December 31, 2017 base pay plus 100 percent of the Seattle/Tacoma/Bremerton MSA CPI-U, all items, for the 12-month period of July 2016 to June 2017. No reduction in salary shall occur as a result of a negative CPI-U. *The parties acknowledge that the CPI index will change from Bremerton to Bellevue.*

2019: Effective January 1, 2019, the monthly base pay shall be equal to the December 31, 2018 base pay plus 100 percent of the Seattle/Tacoma/Bremerton MSA CPI-U, all items, for the 12-month period of July 2017 to June 2018. No reduction in salary shall occur as a result of a negative CPI-U.

2020: Effective January 1, 2020, the monthly base pay shall be equal to the December 31, 2019 base pay plus 100 percent of the Seattle/Tacoma/Bremerton MSA CPI-U, all items, for the 12-month period of July 2018 to June 2019. No reduction in salary shall occur as a result of a negative CPI-U.

Deferred Compensation

The DISTRICT agrees to pay into a Deferred Compensation program in the amounts as listed in the table below payable each month:

January 1, 2017 – December 31, 2017	\$275.00 per month
January 1, 2018 – December 31, 2018	\$300.00 per month
January 1, 2019 – December 31, 2019	\$300.00 per month
January 1, 2020 – December 31, 2020	\$300.00 per month

APPENDIX A - BASE PAY SCHEDULE

Effective date of January 1, 2017

	%	2016	2017	2018	2019	2020
FF1 (Probationary)	70%	\$5,343.39	\$5,471.64	\$5,635.78	TBD	TBD
FF2	75%	\$5,725.07	\$5,862.47	\$6,038.34	TBD	TBD
FF3	82%	\$6,259.40	\$6,409.63	\$6,601.92	TBD	TBD
FF4	90%	\$6,870.08	\$7,034.96	\$7,246.01	TBD	TBD
FF5	100%	\$7,633.42	\$7,816.62	\$8,051.12	TBD	TBD
CSO/PIO (post-ratification)	105%	\$7,633.42	\$8,207.45	\$8,453.68	TBD	TBD
Lieutenant 1 (Probationary)	107%	\$8,167.76	\$8,363.79	\$8,614.70	TBD	TBD
Lieutenant 2	115%	\$8,778.43	\$8,989.12	\$9,258.79	TBD	TBD
Captain 1 (Probationary)	120%	\$9,160.10	\$9,379.95	\$9,661.34	TBD	TBD
Captain 2	125%	\$9,541.78	\$9,770.78	\$10,063.90	TBD	TBD
Battalion Chief 1 (Probationary)	130%	\$9,923.45	\$10,161.61	\$10,466.46	TBD	TBD
Battalion Chief 2	135%	\$10,305.12	\$10,552.44	\$10,869.01	TBD	TBD

APPENDIX B - UNFILLED, UNBUDGETED POSITIONS

These positions are currently unbudgeted and unfilled.

Firefighter/Rotating Fire Inspector

- A. Candidates are required to be FF5. Candidates with current fire code certification shall be considered before candidates without.
- B. Based on seniority, no more than three qualified applicants will participate in a selection process.
- C. A promotional list shall be established based on the selection process. The promotional list shall be in effect for one year from the certification date.
- D. Promotion shall be made in order of placement on the list except where the DISTRICT has previously documented poor performance evaluations.
- E. If no applications are received, the current Rotating Fire Inspector may serve an additional two years based on mutual agreement. Or the DISTRICT may appoint an eligible employee, who has not previously filled the position unless mutually agreed upon by both parties.
- F. The Rotating Fire Inspector Position is a two-year position from January 1st to December 31st. If an incomplete term must be filled the Rotating Fire Inspector shall serve no less than two years and no longer than three years to end on December 31st.
- G. The DISTRICT shall assign the selected employee at least 90 days prior to the filling of the position.
- H. The Rotating Fire Inspector shall not be assigned tasks for which training requirements are not current.

Inspector Investigator (Lieutenant/CRR)

- A. Candidates are required to be a minimum of a FF5 and have a minimum of 45 quarter or 30 semester college credits that are applicable to an accredited degree program. Candidates shall have current fire code certification.
- B. A promotional list shall be established based on candidate scores on the promotional exam.
- C. Promotion shall be made in order of placement on the list except where the DISTRICT has previously documented poor performance evaluations.
- D. The Inspector Investigator shall not be assigned tasks for which training requirements are not current.

Deputy Fire Marshal (Captain/CRR)

- A. Candidates are required to have served a minimum of two years within Fire Prevention/Community Risk Reduction with the DISTRICT or have served one year as a rotating Fire Inspector and be a minimum of a LT 2. Candidates shall have any degree from an accredited college or university.
- B. A promotional list shall be established based on candidate scores on the promotional exam.
- C. Promotion shall be made in order of placement on the list except where the DISTRICT has previously documented poor performance evaluations.
- D. The Deputy Fire Marshal (Captain/CRR) shall not be assigned tasks for which training requirements are not current.

Fire Marshal (Battalion Chief/CRR)

- A. Candidates are required to have a minimum of four years in fire prevention with the DISTRICT, including two years as an Inspector/Investigator with the DISTRICT within the last five years of the date of the exam or the expiration date of the promotional list. Candidates shall have an accredited degree in Fire Service Management, Business or Public Administration or any degree from an accredited college or university, plus an approved certificate in Fire Service Management or Fire Prevention.
- B. A promotional list shall be established based on candidate's scores on the promotional exam.
- C. Promotion shall be made in order of placement on the list utilizing the rule of three except where the DISTRICT has previously documented poor work performance evaluations.
- D. If no qualified candidates apply, the DISTRICT can accept applicants from outside the bargaining unit.

The Fire Marshal (Battalion Chief/CRR) shall not be assigned tasks for which training requirements are not current.

Salary Schedule

Rotating Fire Inspector

FF5 without IFCI cert.		105%
FF5 with IFCI cert.		110%
LT2		115%

Inspector/Investigator (Lieutenant/CRR)

Inspector/Investigator 1	0-12 months	107%
Inspector/Investigator 2	13+ months plus IFCI	115%

Deputy Fire Marshal (Captain/CRR)

Deputy Fire Marshal 1	0-12 months	120%
Deputy Fire Marshal 2	13+ months	125%

Fire Marshal (Battalion Chief/CRR)

Fire Marshal 1	0-12 months	130%
Fire Marshal 2	13+ months	135%

APPENDIX C - SENIORITY LIST

		Seniority Date
1.	FF Ronald Suggs	04/16/85
2.	Lt. Kerry Langan	06/16/85
3.	Lt Bryce Riddell	01/16/86
4.	FF Gib La Fontaine	05/16/87
5.	FF Ross VanVactor	05/16/87
6.	Lt. Daren Bunger	05/16/87
7.	FF David Leggett	02/16/88
8.	FF John Corbin	03/16/88
9.	Lt. Rob Robertson	04/16/88
10.	BC Tad Wineman	04/16/88
11.	FF Rick Ihrie	03/16/89
12.	FF Paul Shindelar	04/16/90
13.	FF Larry Laurent	02/16/91
13.	FF Dale Griffith	02/16/92
14.	FF Dale Walling	02/16/92
15.	BC Peder Davis	02/16/93
16.	FF Brent Sytsma	02/16/93
17.	FF Ted Klinkenberg	02/16/93
18.	Lt. Tony Eason	02/16/93
19.	Lt. Anthony Woods	02/16/93
20.	FF James Rodgers	08/16/93
21.	FF Christian Hughes	08/16/93
22.	Lt. Peter Briner	08/16/93
23.	FF Paul Peterson	10/01/93
24.	Lt. Douglas Bahr	04/16/95
25.	BC Greg Garat	05/01/96
26.	FF Jeff Smith	01/22/98
27.	FF Ian D'Ambrosia	06/16/98
28.	FF Gary Arnold	06/16/98
29.	FF Scott Wedemeyer	06/16/98
30.	FF Matthew Plush	06/16/98
31.	FF Kurt McGowan	01/16/99
32.	FF Chad DeVlieger	08/16/99
33.	FF Ian Wagner	05/16/00
34.	FF Kyle Felmley	06/16/00
35.	FF Dustin Wuebel	06/16/00

		Seniority Date
36.	FF Marshall Frye	02/16/01
38.	FF Justin Ralph	05/16/02
39.	Lt. Seth Merritt	08/16/02
40.	Lt. Patrick Imboden	08/16/03
41.	FF David Weed	02/01/05
42.	FF Cade Strand	11/16/05
43.	FF Robert Oftedahl	03/03/14
44.	FF Jason Bresler	03/03/14
45.	FF James Mach	03/03/14
46.	FF Andrew Kapfer	09/02/14
47.	FF Anthony Lopez	06/01/15
48.	FF Kyle Byrne	06/01/15
49.	FF Blake Marcucci	10/05/15
50.	FF Daniel Rourk	10/05/15
51.	FF Jake Ware	10/05/15
52.	FF Daniel Lefotu	01/06/16
53.	FF Tyler Beahan	01/06/16
54.	FF Emily Parker	01/03/17
55.	FF David Farrar	01/03/17
56.	FF Aleni Vaiese	01/03/17