

**Woodinville Fire & Rescue**

**and**

**IAFF Local 2099**

**Support Services Collective Bargaining Agreement**

**January 1, 2017 – December 31, 2020**

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## **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 support services staff and the DISTRICT for the period of January 1, 2017 through December 31, 2020.

## **ARTICLE 1 - RECOGNITION OF BARGAINING UNIT**

### ***Section 1.01***

The DISTRICT recognizes the UNION as the exclusive representative of the full-time positions of Administrative Assistant, Facilities Maintenance Technician, Fire Plans Reviewer/Inspector, and the position of Part-Time Secretary.

### ***Section 1.02***

Upon establishment of any new classification, and when the UNION and the DISTRICT cannot mutually agree if that position should be included within the bargaining unit, then either party may request a unit clarification from the Public Employment Relations Commission.

## **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 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 department.

### ***Section 4.02***

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 4.03***

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 4.04***

The UNION shall be allowed to hold its regular monthly meetings in a District meeting facility 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 with advance notice to an immediate supervisor. On-duty personnel at other facilities may attend meetings upon approval of the Chief Administrative Officer, 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 - DEFINITION OF SENIORITY**

### ***Section 7.01***

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 7.02***

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 position to which s/he returns.

### ***Section 7.03***

Employees with the same date of hire shall be assigned to the seniority list in order of their ranking on the hiring list. When such a situation exists, the DISTRICT shall maintain a seniority list as Appendix B to this AGREEMENT.

### ***Section 7.04***

Members on active military duty shall continue to accrue seniority.

## **ARTICLE 8 - EMPLOYEE STATUS**

### ***Section 8.01***

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

### ***Section 8.02***

All assignments shall be made by the DISTRICT and shall require at least 15 days' notice unless otherwise agreed by the employee and the DISTRICT.

**ARTICLE 9 - REDUCTION IN FORCE**

**Section 9.01**

In the event it becomes necessary, reductions in force shall be determined by the DISTRICT according to job classification and the needs of the District.

- A. Layoff shall be conducted by seniority within classification: the employee with the least time in classification shall be laid off first.
- B. Each employee laid off shall be placed on a hiring list for up to four years, in the order of layoff. Laid off employees are responsible for keeping the District informed of their current contact information while on the hiring list.
- C. Laid off employees will be informed of available positions based on the needs of the DISTRICT as set forth in 9.01(B). Notified employees will apply for the available position demonstrating minimum qualifications for the position or ability to meet minimum qualifications within a 30-day period. If the employee satisfactorily demonstrates qualifications commensurate with the position the employee shall be offered the position. Laid off employees hired into an available position performing previous work done by the employee for the DISTRICT will not have a probationary period. For work the employee is qualified for, but has not previously performed for the DISTRICT, the employee may be placed on a probationary status for a period not to exceed six months. If a laid off employee does not accept an offer for an available full-time position, the employee shall be removed from the hiring list.

**Section 9.02**

Severance - In the event of a layoff, each regular full-time employee laid off shall be offered a lump sum amount of severance pay in exchange for a full release of claims against the DISTRICT computed as follows:

<b>LENGTH OF SERVICE</b>	<b>SEVERANCE PAY</b>
06 months	56 hours pay
12 months	120 hours pay
24 months	184 hours pay
36 months	248 hours pay
48 months	312 hours pay
60 months	376 hours pay
72 months	440 hours pay
84 months	504 hours pay
96 months	568 hours pay
108 month	632 hours pay
120 month	696 hours pay
132 months +	760 hours pay

**Section 9.03**

Length of service means the number of months of continuous employment with the DISTRICT in any position from the employee's most recent date of hire to the date of separation. Pay shall be computed using the employee's hourly wage rate in effect at the time of separation.

## **ARTICLE 10 - DISCIPLINE AND DISCHARGE**

### ***Section 10.01***

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 10.02***

This shall not prevent the DISTRICT from placing the 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 10.03***

The employee shall be entitled to, upon his/her written request, 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 11 - GRIEVANCE PROCEDURE**

### **Section 11.01**

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 11.02**

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

### **Section 11.03**

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 11.04**

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 11.05**

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 11.06**

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 11.07**

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 11.08**

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 11.09**

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 11.10**

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

## **ARTICLE 12 - RULES AND REGULATIONS**

### ***Section 12.01***

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 13 - BASIC RATE OF PAY**

### ***Section 13.01***

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 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 2,080.

## **ARTICLE 14 - OVERTIME AND CALLBACK**

### ***Section 14.01***

Overtime and compensatory (“comp”) time shall be defined as any hours or portion of hours worked beyond a full time employee’s normally scheduled work hours.

### ***Section 14.02***

Overtime shall be compensated at 1-½ times the employee’s hourly rate as defined in Article 13 (Base Rate of Pay). Comp time shall be defined as time-off at the rate of 1-½ times the number of hours worked.

### ***Section 14.03***

In the event that overtime is the beginning of, or the extension of an employee’s shift, overtime shall be computed in 15 minute increments and rounded up to the nearest quarter hour.

### ***Section 14.04***

In the event overtime is not an extension of an employee’s regular work hours, a minimum of two hours of overtime shall be paid to the employee when required to return to work, attend meetings or training. After the two hours, overtime shall be paid in 15 minute (quarter hour) increments.

### ***Section 14.05***

An employee may request comp time/flex time with mutual agreement of the DISTRICT. All comp time/flex time shall be in accordance with DISTRICT policy.

### ***Section 14.06***

Extension of normal work hours shall require prior authorization from the employee’s supervisor.

## **ARTICLE 15 - SALARIES**

### ***Section 15.01***

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 16 - HOURS OF WORK**

### ***Section 16.01***

Work week - The work week and employee work schedules shall be established by the DISTRICT based on operational needs and best interest of providing maximum accessibility and service to the public. The number of hours in the normal work week for regular full-time employees shall be 40 hours. For other reference, the annual hours of work shall be considered at 2,080 per year.

### ***Section 16.02***

Alternate work schedules may be implemented by mutual agreement between the DISTRICT and the UNION. The UNION Representative and DISTRICT shall meet for the limited purpose of negotiating any material changes in terms and conditions of employment as a result of an alternate work schedule.

### ***Section 16.03***

Employees covered under this Article of the AGREEMENT may work a flexible work schedule, with mutual agreement of an employee and the DISTRICT.

### ***Section 16.04***

The parties agree to meal and break periods that vary from and supersede WAC 296-126-092.

- A. Employees will take 1/2 hour off, without pay, for a meal during each day of work, provided their shift that day is five hours or longer in duration. The employee should take the meal period reasonably close to the middle third of their shift but may take the meal period at another time during their shift when mutually convenient for the employee and the DISTRICT.
- B. Employees are allowed paid rest periods equivalent to 10 minutes for each half-shift, provided that the half-shift is four hours or longer in duration. Because the nature of employees' work allows for intermittent rest periods, employees shall not have scheduled rest periods. An employee who fails to take sufficient paid rest periods during his/her shift shall immediately inform a supervisor.
- C. Meal and rest periods may not be used for late arrival or early departure from work except in special circumstances and with prior approval of the employee's supervisor.
- D. Any employee may submit a written request to deviate from these meal and rest break provisions. The DISTRICT will approve or deny the request in writing.

## ARTICLE 17 - SICK LEAVE AND DISABILITY

### **Section 17.01**

Full-time employees shall earn 12 hours of sick leave per month of service.

### **Section 17.02**

On the date of hire, employees shall be provided a bank of 220 hours of sick leave for the first 22 months of employment. Should an employee require more sick leave than allotted during the first 22 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 17.03**

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

### **Section 17.04**

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., 8, 9, or 10 hour days).

### **Section 17.05**

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 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 in 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 17.05.A. 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 17.05.A of this Article above for the spouse.
  3. After three consecutive leaves of shifts/days, FMLA may be enacted. Sick Leave can be used for FML.

**Section 17.06**

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 17.07**

In the event of an injury or illness:

- A. Which will have a duration of longer than 30 days, and;
- B. Where that alternate duty is available, and;
- C. Where the employee has a written release from his physician which allows him to perform that work,

seven days' notice will be sufficient to assign the employee to a temporary re-assignment.

**Section 17.08**

- A. 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.
- B. 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 17.09**

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



**Section 17.10**

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

**ARTICLE 18 - MILITARY LEAVE**

***Section 18.01***

Military leave shall be granted in accordance with applicable Washington State and Federal Law.

***Section 18.02***

Tracking of military leave time shall be in accordance with DISTRICT policy 2121.

## **ARTICLE 19 - JURY DUTY**

### ***Section 19.01***

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

### ***Section 19.02***

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 19.03***

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 20 - BEREAVEMENT LEAVE**

### ***Section 20.01***

Employees shall receive 40 hours off with pay, 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 21 - LEAVE OF ABSENCE**

### ***Section 21.01***

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 22 - VACATIONS AND HOLIDAYS

### **Section 22.01**

Regular full-time employees shall accrue vacation time as set forth below based on the employee's length of service. After the first 12 months of employment, vacation time shall be used in the year it is accrued. Upon retirement or termination, employees shall be compensated at their regular rate of pay for their unused vacation.

<b>Length of Continuous Employment</b>	<b>Annual Leave</b>
1 year through 5 years	80 hours
6 years through 11 years	120 hours
12 years through 16 years	160 hours
17 years or more	200 hours

### **Section 22.02 Vacation Scheduling**

Vacation days are taken by seniority with the approval of the employee's supervisor or designee. The maximum number of vacation hours carried over cannot exceed the number of hours accrued in that calendar year. Any hours in excess of that amount shall be transferred to the employee's sick leave bank. At the request of the employee, and approval of the Fire Chief, vacation not to exceed 40 hours may be bought back in the month of December. The employee must notify the DISTRICT of the request to sell back these hours no later than October 31<sup>st</sup> of that calendar year.

### **Section 22.03**

Per DISTRICT policy, employees shall request time off for vacation and compensatory time from their immediate supervisor through the established practice. Advanced notice shall be no less than 24 hours. Time off approval is based on seniority and Section/Division staffing.

### **Section 22.04**

Prorated Vacation -- Regular part-time employees shall receive prorated vacation, sick leave and holiday leave.

### **Section 22.05**

All full-time employees will be given 120 hours of holiday leave each calendar year.

**Section 22.06**

The DISTRICT will recognize the following holidays. Administrative offices will be closed on these days. Employees will be charged holiday hours for these days but can be modified with the approval of the employee’s supervisor.

- |  |                        |
|--|------------------------|
| New Year’s Day                             | Martin Luther King Day |
| President’s Day                            | Memorial Day           |
| Independence Day                           | Labor Day              |
| Thanksgiving Day                           | Day after Thanksgiving |
| Veterans’ Day                              | Christmas Day          |
| The business day before or after Christmas |                        |

**Section 22.07**

Each employee’s holiday leave bank will be debited the appropriate hours for the holiday taken (*i.e.*, 8, 9, or 10 hours).

**Section 22.08**

If the holiday falls on a Saturday, the office will be closed on the preceding Friday. If the holiday falls on a Sunday, the office will be closed on the following Monday.

**Section 22.09**

If the holiday falls on an employee’s regular scheduled shift off, the employee has the option of using holiday time off on the closest business day or with supervisor approval, can schedule the hours off on a different day.

**Section 22.10**

Any remaining holiday hours can be used at the employee’s discretion with prior approval of their supervisor.

**Section 22.11**

All holiday hours must be used in the calendar year in which they were given and are not cashed out upon separation from employment.

## ARTICLE 23 - INSURANCE

### **Section 23.01**

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 Benefit 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 23.02**

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 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 23.03**

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 23.04**

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 23.05***

The employee agrees to use their medical insurance for a confidential annual physical examination.

***Section 23.06***

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

***Section 23.07***

The DISTRICT shall pay 100 percent of premiums for supplemental life, 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 by them while on disability leave.

## **ARTICLE 24 - JOB DESCRIPTIONS**

### ***Section 24.01***

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 25 - EDUCATION**

### ***Section 25.01***

College attendance for an associate degree shall be limited to fire service 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 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 25.02***

Employees seeking tuition re-imbusement 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 for consideration to the Training Division 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 25.03***

The total amount available for education reimbursement in each calendar year shall be \$7,000. In the event that the cost of classes submitted exceeds that amount, the funds will be allocated equally among the requests through the Training Division.

### ***Section 25.04***

As outlined in Section 25.01 of this Article, employees who attend such college courses for an associate's 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 25.05***

As outlined in Section 25.01 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 25.06**

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 25.07**

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 26 - PHYSICAL FITNESS and TOBACCO USE**

### ***Section 26.01***

Employees shall be allowed up to one hour away from their regular duties each business day for on-site physical fitness. The time of day for employee workouts shall be approved by the employee's supervisor. If an employee chooses not to participate in the physical fitness program, they must spend that time performing their regular duties.

### ***Section 26.02***

The use of tobacco is prohibited while in Woodinville Fire & Rescue facilities or vehicles.

## **ARTICLE 27 - UNIFORMS AND PERSONAL PROTECTIVE EQUIPMENT (PPE)**

### ***Section 27.01***

All uniforms and personal protective equipment issued by the DISTRICT shall be supplied at no cost to the employees covered by this AGREEMENT.

## **ARTICLE 28 - SAVING CLAUSE**

### ***Section 28.01***

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 29 - SUBSTANCE ABUSE AND TESTING**

### ***Section 29.01***

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 29.02***

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 29.03***

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 29.04 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 suspected with pay pending investigation.
- C. Any employee who refused 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 29.05 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 29.06 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 for 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.

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 29.07 Testing**

- A. Pre-Employment Testing – All candidates who have received contingent job offers with the DISTRICT for positions covered under this AGREEMENT may 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 complains 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 Confirmation Test – The employee requesting a retest shall pay all costs associated with the retest and analysis.

**Section 29.08 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 29.09 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 29.10 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	<u>Initial Test</u> .04 BAC	<u>Confirmation Test</u> .04 BAC
		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 29.11 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 29.12 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 29.13 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 29.14 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 29.15 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 29.16 Conflicts with Other Laws**

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

**Section 29.17 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 29 (Substance Abuse and Testing) 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 retest.

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 30 - DURATION OF AGREEMENT**

**Section 30.01**

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

By   
Gregory S. Ahearn, Fire Chief

By   
Jim Dorney, Commissioner

By   
Derek A. van Veen, Commissioner

By   
Roger Collins, Commissioner

By   
Kevin Coughlin, Commissioner

By   
Tim Osgood, Commissioner

North Sound Professional Firefighters,  
IAFF Local 2099

By   
Jim Rodgers, President

By   
Tony Woods, Vice-President

Date Signed:

November 7, 2017

Date Signed:

11-8-2017

**APPENDIX A – 2017 SALARY SCHEDULE**

Months in Position	<b>12</b>	<b>12</b>	<b>12</b>	<b>18</b>	<b>18</b>	<b>24</b>	<b>24</b>	
Step	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>Facilities Maint. Technician</b>	4,745.95	4,983.24	5,232.28	5,494.26	5,769.15	6,056.96	6,360.04	6,678.39

Months in Position	<b>12</b>	<b>12</b>	<b>12</b>	<b>12</b>	<b>12</b>	
Step	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>Administrative Assistant</b>	4,388.82	4,608.51	4,838.75	5,080.76	5,334.49	5,741.07

Months in Position	<b>12</b>	<b>12</b>	<b>12</b>	<b>12</b>	
Step	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>Fire Plans Reviewer/Inspector</b>	5,939.01	6,354.78	6,863.19	7,444.81	8,116.77

**APPENDIX A – 2018 SALARY SCHEDULE**

Months in Position	12	12	12	18	18	24	24	
Step	1	2	3	4	5	6	7	8
<b>Facilities Maint. Technician</b>	4,888.32	5,132.74	5,389.24	5,659.09	5,942.22	6,238.67	6,550.84	6,878.74

Months in Position	12	12	12	12	12	
Step	1	2	3	4	5	6
<b>Administrative Assistant</b>	4,520.49	4,746.76	4,983.91	5,233.18	5,494.53	5,913.30

Months in Position	12	12	12	12	
Step	1	2	3	4	5
<b>Fire Plans Reviewer/Inspector</b>	6,117.18	6,545.43	7,069.09	7,668.15	8,360.27

**APPENDIX A – 2019 SALARY SCHEDULE**

TBD

**APPENDIX A – 2020 SALARY SCHEDULE**

TBD

## APPENDIX A – LONGEVITY, COLA/WAGE INCREASE

### **Longevity**

Employees shall receive 1-½ percent of the employee’s annual salary, for each five years of service with the DISTRICT. This length of service pay will be calculated and added to the base monthly salary of each employee.

### **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 100 percent of the Seattle/Tacoma/Bremerton MSA CPI-U, all items, for the 12-month period of July 2015 to June 2016 (1.8%). 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 (3%). *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.

**APPENDIX A – 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 per month