

# **Collective Bargaining Agreement**

**By and Between**

**Snohomish County Fire District 5 (SCFD5)**

**AND**

**International Association of Firefighters (IAFF)**

**Local 2781**

**January 1, 2018 through December 31, 2020**

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## Article 1- Definitions

Unless otherwise specified, for the purposes of this Contract, the following definitions are applied. When a definition is sought which is not specifically provided, the reader shall consult the American Heritage® Dictionary English Version, latest publication.  
Yahoo.com/Reference/Dictionaries

### AGREEMENT

- See CONTRACT

### ANNUAL LEAVE

- Leave hours granted to the Employee as a vacation benefit.

### BARGAINING UNIT

- Employees of the employer represented by the Union as defined by the Public Employment Relations Commission.

### CHIEF

- The Chief Executive Officer of the District or designee.

### CONTRACT

- This document, between the Union and the District, describing the wages, hours, benefits and working conditions of employment.

### DAY

- A calendar day.

### DEPARTMENT

- See DISTRICT

### DISTRICT

- The employer, Snohomish County Fire Protection District 5. Synonymous with "DISTRICT."

### EMPLOYEE

- A full-time fully compensated employee of the District who is a member of the LEOFF pension system.

### FIRE CHIEF

- See CHIEF

### HOLIDAY

- A day so designated by Federal or State law or as defined herein.

IAFF

- International Association of Fire Fighters, a member of the AFL-CIO, CLC. ([www.iaff.org](http://www.iaff.org))

LAI D OFF

- Involuntarily separated from employment in good standing, with the ability to be recalled.

LEAVE THRESHOLD

- Maximum allowed accrual of annual leave.

LEOFF 2

- Law Enforcement Officers' and Fire Fighters' Pension Plan 2, administrated by the Washington Department of Retirement Systems.

LONG TERM

- A period of continuous days exceeding ninety (90)

EMPLOYER MANDATED OVERTIME

- Employer Mandated Overtime refers to a situation in which eligible Employee(s) refuse an offer of overtime and the Employer therefore orders one or more Employees to duty status.

MERP

- Medical Expense Retirement Plan

OUT OF CLASS

- Working at a higher level than current rank (i.e.: a Fire Fighter working as a Lieutenant).

PERC

- Washington State Public Employment Relations Commission ([www.perc.wa.gov](http://www.perc.wa.gov))

PROBATION

- A new full-time hire who is an at will Employee for at least the first twelve months of employment with the District during which time an Employee may be disciplined or terminated at the sole discretion of the Employer and for which there is no recourse to the grievance procedure.

PROMOTE

- The movement of an Employee to a position of higher rank and responsibility.

#### PROMOTIONAL PROBATION

- A twelve (12) month probationary period commencing upon the initial date of a regular promotional appointment during which the Employee may be demoted at the sole discretion of the Employer and for which there is no recourse through the grievance procedure.

#### RANK

- A military position within the organization identifying a level of responsibility and authority as differentiated from medical certifications.

#### SENIORITY

- Total time that an Employee has been working in a full-time position for the fire District, except as otherwise provided in this agreement.

#### SEPARATION

- The voluntary or involuntary cessation of employment with the Employee leaving in good standing. (i.e.: retirement or lay-off)

#### SHIFT

- A description of the length of an Employees work day.
- An Employee or group of Employees assigned to a working group.  
(A shift B shift C shift)

#### TERMINATION

- Involuntary cessation of employment without the ability to be recalled; fired.

#### UNION

- The International Association of Fire Fighters Local #2781

#### WSFCA

- Washington State Fire Commissioners Association  
(<http://www.wfca.wa.gov/>)

## **Article 2- Recognition**

- 2.1 Snohomish County Fire District 5 (hereafter referred to as the "Employer") recognizes the International Association of Fire Fighters, Local #2781 (hereafter referred to as the "Union") as the exclusive bargaining representative for all full-time uniformed career Employees of Snohomish County Fire District 5 with the exception of exempt Employees including Deputy Chiefs, Assistant Chiefs, and the Fire Chief as certified by the Public Employees Relations Commission.

### **Article 3- Union Membership**

- 3.1 Although not a condition of employment, Employees who choose to become members of the Union may do so.
- 3.2 The Union as the sole and exclusive bargaining representative will bargain wages, hours and working conditions, equitably representing all eligible Employees as defined in Article 2, regardless of union affiliation or non-affiliation.
- 3.3 Union members and non-members may affirmatively consent to payroll deduction of union dues or contributions under Article 4 of this Agreement.
- 3.4 The Employer will allow the Union 1 hour during new Employee orientation to educate Employees on Union membership. More time may be allotted upon request of the Union and agreement by the Employer.

#### **Article 4- Payroll Deduction of Dues**

- 4.1 The Employer shall withhold Union dues or contributions from bargaining unit Employees who affirmatively consent to the deduction.
- 4.2 Upon receipt of a signed payroll authorization, monthly dues or contributions will be deducted from each Employees pay.
- 4.3 Upon written request to the Employer by an Employee, payroll deduction will cease.
- 4.4 The District shall transmit deducted dues or contributions to the Union each month.
- 4.5 The Union agrees to indemnify and save the Employer harmless against any liability that may arise by reason of any action taken by the Employer to comply with the provisions of this article.



**Article 5- Wages**

5.1 Monthly wages shall be as follows:

**Probationary Fire Fighter**

Pay Grade I, 0-12 months 80% of Senior Fire Fighter

**Fire Fighter II**

Pay Grade II, 13-24 months 90% of Senior Fire Fighter

Upon completion of twelve months employment and all required training including, EMT-B certification, AHA BLS Healthcare Provider/First Aid Instructor certification, and satisfactory evaluation by the Employer, the Employee shall move to Pay Grade II.

**Fire Fighter III**

Pay Grade III, 25-36 months 95% of Senior Fire Fighter

Upon completion of 24 months employment and all training required by the Employer including SRT 1 and ICS, IFSAC FF1, Driver/Operator and satisfactory evaluation by the Employer, the Employee shall move to Pay Grade III.

**Fire Fighter IV**

Pay Grade IV, 37+ months 100% Senior Fire Fighter

Upon completion of 36 months employment and all training required by the Employer including AEMT certification, IFSAC FF2 and satisfactory evaluation by the Employer, the Employee shall move to Pay Grade IV.

**Paramedic** 108% of Employee's Pay Grade

**Lieutenant** 110% of Senior Fire Fighter

5.2 Base salary for Senior Fire Fighter \$6517

5.3 For 12-hour shift Employees the hourly rate of pay shall be calculated by multiplying the monthly salary by twelve (12) and dividing by two thousand two hundred twenty-three (2223).

5.4 Except as provided in 5.4.1, on January 1, 2019, the base salary for Senior Fire Fighter shall increase by a percent equal to the increase in the Seattle-Tacoma-Bellevue CPI-U from October 2017 to October 2018 plus 1%.

5.4.1 Base salary increases as provided in paragraph 5.4 above shall be no more than three and three quarter's percent (3.75%) or less than one percent (1%).

5.5 Except as provided in 5.5.1, on January 1, 2020, the base salary for Senior Fire Fighter shall increase by a percent equal to the increase in the Seattle-Tacoma-Bellevue CPI-U from October 2018 to October 2019 plus 1%.

5.5.1 Base salary increases as provided in paragraph 5.5 above shall be no more than three and three quarter's percent (3.75%) or less than one percent (1%).

## **Article 6- Hours of Work**

- 6.1 Scheduled annual hours of work shall be no greater than two thousand four hundred ninety-six (2496). Annual hours of work for Employees working the twelve (12) hour shift described in 6.5 and 6.6 of this Article shall be no greater than two thousand two hundred twenty-three (2223) hours.
- 6.2 Shifts shall be arranged by the Employer, as limited by this Article, to meet the District's staffing goals.
- 6.3 Shift schedules and assignments shall be made by the Employer and subject to change, provided changes may be made no more frequently than ninety days.
- 6.4 Employees shall be notified of long term changes in shift schedule at least thirty (30) days in advance of the schedule change.
- 6.5 The regular scheduled hours of duty for shift Employees working the four on four off schedule shall consist of twelve (12) consecutive hours per work day except as provided in 6.6 of this Article.
- 6.6 Employees shall normally begin shift at 0600 hours and end at 1800 hours except that twice during an eight week shift cycle, shifts shall be extended until 2100 hours for which there will be no additional compensation. The late shift schedules shall be established by the Employer and may be altered upon request with the approval of the Fire Chief.
- 6.7 The Employer retains the right to alter hours worked and shift schedules within the terms of paragraphs 6.1 through 6.4 of this Article, provided annual hours shall not exceed those of the assigned shift as provided in 6.1. In the event of a change in schedules the Employer agrees to meet and confer with the Union prior to implementation of said change.

## Article 7- Holidays

- 7.1 Non-shift Employees shall normally have the recognized holidays off when a holiday falls on a workday.
- 7.2 Shift Employees shall normally work the holidays that fall on their regular shift.
- 7.3 Employees who work a holiday at the Employer's direction shall be compensated one and one half additional hours pay for each hour worked.
- 7.4 Recognized paid holidays shall consist of 10 holidays listed in appendix 'A'.
- 7.5 In lieu of holidays not worked, shift Employees shall receive two days off per calendar year to be scheduled in the same manner as vacation.
  - 7.5.1 An Employee must have been on full paid, fully compensated status for at least eight months during the previous calendar year to qualify for holiday time off.
  - 7.5.2 Holiday time off shall be granted each January beginning in January of the year following the qualifying year.
  - 7.5.3 Holiday time off shall be used during the calendar year in which it was granted. Holiday time not used by the end of each calendar year shall be compensated as straight time in the January pay period of the following calendar year.
  - 7.5.4 Not more than one member of the bargaining unit shall be off on paid leave at one time. The Fire Chief may on a case by case basis grant deviation from this rule.
- 7.6 In addition to and exclusive of paid holiday leave Employees may be granted two (2) unpaid holidays annually for reasons of faith or conscience. Unpaid holidays shall be granted on a calendar year basis and shall not be cumulative. Unpaid holidays shall be subject to the criteria provided in 7.5 above. Requests for unpaid holiday time shall be evaluated on the same basis as paid time off as stipulated in 7.5 above.

## Article 8- Overtime/Callback

- 8.1 Overtime shall be paid for assigned meetings or training performed in excess of the Employees scheduled shift. Overtime shall not be required for off shift time spent acquiring training needed to make pay grade or promotion. Overtime shall be paid for training to maintain certifications required by the Employer if the training is not available on shift and with prior approval of the Fire Chief.
- 8.2 Employees held over beyond their regular shift or called in on days off shall be compensated at the overtime rate for all time worked to the nearest fifteen (15) minutes.
- 8.3 Overtime shall be calculated at one and one half (1½) times the Employees regular rate of pay. Overtime for Employees assigned to the four on four off 12-hour schedule described in 6.5 and 6.6 of this agreement shall be calculated as follows: Monthly salary times 12 divided by 2223 times 1.5.
- 8.4 Overtime of six (6) hours or less required by the Employer will be offered first to qualified on duty Employees if the overtime is an extension of the Employees shift.
- 8.5 Overtime will otherwise be offered to qualified Employees from a rotating seniority list maintained by the Employer.
- 8.6 Employees who cannot be reached after a reasonable attempt will be passed over.
- 8.7 Employees called back to work shall be compensated for actual time spent at one and one half (1½) times their regular rate of pay, but in no event, shall compensation be less than one-half (1/2) hour at the overtime rate.
- 8.8 If an Employee is involved in an EMS transport while on callback overtime, the Employee will be compensated for no less than two (2) hours.
- 8.9 In cases of Employer mandated overtime, compensation will be no less than two (2) hours.
  - 8.9.1 Prescheduled mandatory overtime will be assigned to the least senior qualified Employee not on paid leave.
  - 8.9.2 Mandatory holdover will be assigned to the least senior Employee on duty.
- 8.10 Overtime must be approved by the Fire Chief prior to being paid.
- 8.11 Employees may choose at their individual discretion to attend off shift training and other functions to which the Employee has not been assigned.
  - 8.11.1 For such attendance, no compensation or remuneration will be required of the Employer.

8.11.2 The Fire Chief may; however, approve payment of expenses and/or agree to pay the Employee at his/her straight time or overtime rate for time spent while not on his/her scheduled shift.

8.11.3 Requests for payment of expenses and/or straight time or overtime wages must be made in writing to the Fire Chief prior to the event.

**Article 9- Annual Leave**

9.1 Employees shall earn annual leave allowances and shall be eligible for paid annual leave as follows:

9.2 Twelve Hour Employees:

| Length of Service          | Hours accrued per month | per year |
|----------------------------|-------------------------|----------|
| 0 thru 12 months           | 8 hours                 | 96       |
| 13 thru 60 months          | 10 hours                | 120      |
| 61 months thru 120 months  | 12 hours                | 144      |
| 121 months thru 180 months | 14 hours                | 168      |
| 181 months thru 240 months | 15 hours                | 180      |
| 241 and more               | 16 hours                | 192      |

9.3 New Employees shall accrue annual leave benefits from the day of employment for use following six calendar months of continuous employment, or earlier with the Fire Chief's approval.

9.4 Employees shall submit vacation requests for the following year from November 1<sup>st</sup> through 31<sup>st</sup> of the previous year. Requests so submitted will be evaluated on a seniority basis; thereafter vacation requests will be evaluated on a first come basis.

9.5 Vacation approval will be subject to the Fire Chief's evaluation of the Employee's request and needs of the District.

9.6 The Employer shall post the vacation schedule no later December 31<sup>st</sup> for the following year.

9.7 Employees may cancel approved vacation with written notice to the Fire Chief; provided such request is submitted no less than 72 hours prior to the scheduled leave.

9.8 Not more than one (1) member of the bargaining unit may be off at one time. The Fire Chief on a case by case basis may grant deviation from this rule.

9.9 Employees may accrue up to 260 hours of unused annual leave.

9.10 Employees, once notified of leave in excess of that allowed, shall within ninety (90) days, use excess leave or the Fire Chief may schedule time off until limitations provided in 9.9 above are satisfied. All approved annual leave shall be posted by the Employer.

9.11 An Employee who quits, retires, dies or is terminated will receive straight time compensation for any accrued vacation. Accrued vacation pay will be paid to the same individual to whom is paid his/her accrued wages.

**Article 10- Deferred Compensation**

- 10.1 The District shall match each Employee's contribution, up to \$200.00 per month toward a mutually acceptable Deferred Compensation Plan.
- 10.2 Starting January 1<sup>st</sup> 2019, the District's matching contribution to the Deferred Compensation Plan shall be \$225 per Employee per Month.
- 10.3 Starting January 1<sup>st</sup> 2020, the District's matching contribution to the Deferred Compensation Plan shall be \$250 per Employee per Month.



## **Article 11- Prevailing Rights**

- 11.1 Rights, privileges and working conditions which are mandatory subjects of bargaining and are known and approved by both Employer and Union but not included in this Contract may be changed only by mutual agreement or through collective bargaining.

## Article 12- Sick Leave and Bereavement

- 12.1 All bargaining unit Employees shall accrue sick leave at the rate of nine (9) hours per month.
- 12.2 With the Fire Chief's approval, the Employee may borrow up to forty-eight (48) hours of sick leave from the District in the Employee's first year. Borrowed sick leave shall be paid back as the Employee earns it. The Employer reserves the right to exceed the forty- eight (48) hour limit on a case by case basis.
- 12.3 Any sick leave accrued but unused in any year shall be cumulative for succeeding years up to a maximum of one-thousand (1000) hours to be carried over annually. At the end of each calendar year accumulated sick leave in excess of the maximum allowed shall be deposited on behalf of the Employee into a medical savings account mutually acceptable to the Employer and Union at a rate of one hours pay for each two (2) hours accumulated.
- 12.4 The use of sick leave is approved for the reasons supported by applicable State and Federal laws. REF: RCW 49.46.210.
- 12.5 Upon request of the Fire Chief, sick leave absences will require a physician's certification of the Employee's ability to return to work. Sick leave absences of more than three shifts may require a doctor's note that the Employee is unable to work. Failure to produce such certification may be grounds for denying sick leave pay and/or return to work. The Fire Chief shall act in good faith when implementing this provision.
- 12.6 Use of sick leave for reasons other than stipulated on paragraph 12.4 may be grounds for disciplinary action.
- 12.7 If an Employee on vacation leave becomes ill or disabled, and immediately notifies the Employer that the injury or illness is serious enough that the Employee is unable to work and requires the cancellation of vacation leave, he/she may request to be placed on sick leave. Approval of such requests properly documented shall not be unreasonably withheld.
- 12.8 The Employee shall receive two (2) days of bereavement leave from duty per family member with pay, in the event of the death of a member of the Employee's immediate family. Such leave will be in addition to other paid leave (e.g. sick leave and annual leave). "Immediate Family" shall include: Employee's parents, grandparents, brothers, sisters, aunts, and uncles, nieces and nephews, spouse, spouse's parents, grandparents, brothers, sisters, aunts, uncles, children, stepchildren, grandchildren.
- 12.9 The Fire Chief may grant the Employee additional time for bereavement, if needed. Additional bereavement time will be charged against either the Employee's sick leave or annual leave as requested by the Employee.

- 12.10 Upon voluntary retirement or separation with 240 or more month's service, or age 53 and 60 or more month's service, the Employer shall compensate the Employee one (1) hour for every two (2) hours of banked sick leave, earned, unused, and accrued by the Employee, for up to a maximum of 700 hours accrued and 350 hours converted.
- 12.11 Compensation, at the Employer's discretion, may be in the form of direct payment to the Employee, or if requested by the Employee, as a contribution to a deferred compensation plan or medical savings account.
- 12.12 In the event of an Employee's death, the Employer shall compensate the Employee's estate one (1) hour for every two (2) hours of banked sick leave earned, unused and accrued by the Employee, for up to a maximum of 700 hours accrued and 350 hours converted. For a line of duty death of an Employee, the full amount of banked sick leave shall be paid to the Employee's estate at a rate of one hours pay for each hour banked.
- 12.13 Upon mutual agreement between the Employer and impacted Employees, an Employee who has used all accumulated sick leave may receive a transfer of accumulated sick leave from another Employee.
- 12.14 An Employee who has no earned sick leave available may use vacation or comp time in lieu of sick leave.

## **Article 13- Jury Duty**

- 13.1 In the event that an Employee receives a summons for jury duty, he/she shall notify their supervisor immediately. Depending upon the shift manpower requirements at the time of stipulated jury duty, the Fire Chief may petition the respective court system to defer the jury duty due to the nature and needs of the Employee's position. Employees fulfilling a summons for jury duty shall continue to receive their normal salary from the District as if they had worked the hours spent on jury duty. Employees who are released from jury duty with two or more hours remaining on their shift shall return to work. Payments to the Employee for jury duty from the respective court system will be repaid to the District except for funds received for mileage, meal allowance and those payments earned while the Employee is off duty.

## Article 14- Court Leave

- 14.1 The Employer shall grant leave with pay to any Employee for the period of time he is required to appear before a court, judge, justice, magistrate or coroner as a plaintiff, defendant or witness on any incident resulting from his normal duties. In the event the Employee is not scheduled to work, the Employer shall pay the Employee for actual time spent attending the court session at the overtime rate. Employees shall not receive compensation from any other source for time compensated by the Employer.

## Article 15- Medical Insurance

- 15.1 Medical insurance will be provided through the Washington State Fire Commissioners Employee Benefit Plan.
- 15.2 Dental insurance will be provided through the Washington State Fire Commissioners Employee Benefit Plan.
- 15.3 The District will provide Employee life insurance coverage of fifty thousand dollars, (\$50,000.00).
- 15.4 Employee:  
The District shall contribute 100% of the premiums for the Employee.
- 15.5 Dependent:  
The District shall contribute ninety percent (90%) of the premiums for dependent medical and dental.
- 15.6 If changes are made by the Washington State Fire Commissioners to the plan or policy as it exists at the implementation of this agreement, either party may within 60 days of the change by written notice reopen this agreement for the sole purpose of negotiating the impacts of the change.
- 15.7 The Employer retains the right to change insurance carriers if a more cost-effective plan can be secured. The District will meet with Union representatives prior to a change in carriers to minimize the impacts. Such change will not result in a lapse of insurance coverage or a decrease in overall benefits.

## Article 16- Light Duty

- 16.1 An Employee unable to perform Fire Fighter duties because of an injury or illness may request light duty assignment.
- 16.2 Requests for light duty must be made in writing to the Fire Chief and shall include:
  - 16.2.1 Identification and brief history of the Employee's injury/illness.
  - 16.2.2 An attached Medical Release letter from the Employee's attending physician stipulating which job functions the Employee is unable to perform, a prognosis including an approximate date of recovery and a statement indicating that the Employee is medically qualified to perform in a light duty capacity, describing specifically what the Employee is allowed to do.
  - 16.2.3 Time periods and duties to which the Employee wishes to be assigned.
- 16.3 The use of light duty shall not exceed a period of time designated by the Fire Chief and shall be for a maximum period of six (6) months. Any extension of time on light duty shall be granted only if in the opinion of the District's physician that the Employee has a high probability of a complete and full recovery within two more months.
- 16.4 Employees who have worked light duty as a result of personal injury shall not return to regular work status without a completed Release for Full Duty form signed by the physician attending to that injury/illness.
- 16.5 An Employee on light duty shall have all of the rights and benefits of this contract and earn seniority as if on full duty.

## **Article 17- Uniforms/ Protective Clothing**

- 17.1 All required protective clothing and uniforms will be provided by the Employer at no cost to the Employee.
- 17.2 Cleaning services will be furnished by the District to the Employees for uniforms and protective clothing as often as reasonably necessary.
- 17.3 Upon written request, the District will reimburse Employees, who regularly wear prescription glasses while on duty, up to \$200 for the purchase of prescription safety glasses.
  - 17.3.1 Employees must first make claim to any and all insurance for payment or reimbursement as appropriate.
    - 17.3.1.1 Applying for insurance reimbursement will not be required when doing so may deplete a benefit and subject the Employee to out of pocket expenses she/he would not have otherwise incurred.
  - 17.3.2 The District will reimburse only out of pocket payments made by Employees.
  - 17.3.3 Employees requesting reimbursement will provide documentation as required by the Employer.
  - 17.3.4 Employees reimbursed for safety glasses will have the glasses available at all times when on duty and will utilize the glasses on a best practice basis.
  - 17.3.5 Employees may upon request be reimbursed up to \$100 per year to replace lenses or frames.



## **Article 18- Managements Rights**

- 18.1 Except as limited by this agreement or applicable law, the District reserves the right to manage and operate the District in all respects. This right includes but is not limited to: The right to recruit, hire and promote Employees into positions at the District; to suspend, demote, discipline, or discharge for just cause or layoff; to assign shifts and work assignments; assign overtime; control the District's budget; to determine the manner and means by which the District's activities shall be undertaken and accomplished; to determine staffing levels; to determine the location of the District materials, equipment, facilities and standards; to make and enforce reasonable regulations; to determine fitness standards for new hires and to require and schedule training as needed.

## Article 19- Grievance Procedure

19.1 The purpose of this procedure is to provide for an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure. Union-Management meetings involving grievances or these procedures shall be scheduled by mutual agreement.

19.2 For the purpose of this Agreement, a grievance is defined as a dispute that arises between the Employer and the Union or an Employee as to the interpretation, application or alleged violation of any provision of this Agreement.

19.3 Grievances which arise shall be settled in the following manner:

STEP 1. Where the grievance involves a matter within the control of the grievant's immediate supervisor, the grievant and/or the Union Grievance Committee shall attempt to resolve the matter with the immediate supervisor prior to the filing of a written grievance. If unresolved through these discussions, the Union Grievance Committee may within thirty (30) calendar days after the Employee(s) involved knew or should reasonably have known of the occurrence giving rise to the grievance file a written grievance with the Fire Chief. The written grievance shall include: 1) a statement of the grievance; 2) the specific provision or provisions of the contract, which are allegedly violated; and, 3) the remedy(s) sought. The Fire Chief or his designee shall attempt to resolve the grievance after receipt of the written grievance and within ten (10) working days render a written decision to the Union Grievance Committee.

STEP 2. If the solution proposed for the grievance by the Fire Chief is unsatisfactory to the Union Grievance Committee, or if the matter remains unresolved ten (10) working days after submission of the written grievance to the Fire Chief, the written grievance shall within ten (10) working days be presented to the Board of Fire Commissioners. The Commissioners shall render a written decision to the Union including reasons therefore within ten (10) working days following the submission of the grievance to the Board.

STEP 3. If the solution proposed by the Commissioners is unsatisfactory to the Union Grievance Committee, or if the matter remains unresolved ten (10) working days after submission of the written grievance to the Commissioners, then the grievance as considered in Step 2 may be submitted to arbitration in accordance with the following procedures:

a. Notice of arbitration shall be given within twenty (20) working days following the submittal of the grievance to the Board of Fire Commissioners. Representatives of the Union and the Employer shall confer within five (5) working days after notice of arbitration has been given to select an arbitrator. If the parties are unable to agree upon an arbitrator, they shall jointly request the Public Employment Relations Commission to provide a list of nine (9) names

from which they shall alternately strike one (1) name from the list until only one (1) name remains. A coin toss shall determine the party striking the first name. The one (1) name remaining shall be arbitrator.

b. It shall be the function of the arbitrator to hold a hearing at which the parties may submit their cases concerning the grievance. The hearing shall be kept private and shall include only such parties in interest and/or designated representatives. The power of the arbitrator shall be limited to interpreting this Agreement and determining if the disputed Article or portion thereof has been violated and if a violation has occurred, provide a remedy therefore. The arbitrator shall have no authority to alter, modify, vacate or amend any terms of this Agreement. The arbitrator's decision within these stated limits shall be final and binding upon the parties to the grievance, provided that the decision does not involve any actions by the Fire District which are beyond its legal authority.

c. The fees and expenses of the arbitrator and the proceedings shall be borne equally by the Employer and the grievant. Each party shall be responsible for all costs of preparing and presenting its case including compensating its own representatives, attorneys and witnesses. If either party desires a record of the proceedings, it shall solely bare the costs of such records, provided that in the event the other party subsequently requests a copy of said records, the cost shall be borne equally.

19.4. No issue shall be arbitrated under terms of this Agreement unless such issue results from an act or occurrence which takes place following the execution date of this Agreement, and no arbitration determination or award shall be made by the arbitrator which grants any right of relief for any period of time prior to the execution date of this Agreement.

19.5 Arbitration of a grievance shall constitute an election of remedies and a waiver of the right of the Union or Employee to process the issue in any other forum. Likewise, taking an issue to any other forum shall constitute a waiver to the right of the Union and/or Employee to process the issue to arbitration.

## **Article 20- Disciplinary Procedure**

- 20.1 The Union agrees that its members shall comply fully with District rules, regulations, policies, and procedures, providing, however; such rules, regulations have not violated any state or federal laws by way of implementation.
- 20.2 All Employees shall have free access to a copy of the rules and regulations and be properly notified of changes to the rules and regulations.
- 20.3 Employees may be disciplined or discharged for just cause. Discipline should normally be applied at progressive and escalating levels to allow the Employee proper notice of misconduct and an opportunity to improve performance. Disciplinary action will be tailored to the nature and severity of the offense.
- 20.4 The Employee shall be granted Union Representation throughout any disciplinary process when requested. Copies of disciplinary documentation and all relevant documents shall be provided to the Employee when requested. In cases where a Loudermill hearing is held involving demotion, suspension or discharge, the Employee and the Union shall be notified in writing at least five (5) calendar days before the hearing. The notification shall state the purpose of the hearing, and the time and place of the hearing.

## **Article 21- Employment Evaluation**

- 21.1 The Fire Chief or designee shall provide a job performance evaluation to the Employee at least annually after the completion of a probationary period.
- 21.2 Probationary Employees and Employees promoted to a new position or rank shall receive a job performance evaluation at least every ninety (90) days for the first twelve (12) months, in that position or rank.
- 21.3 Employee evaluations will provide an assessment of the Employee's performance over the evaluation period and establish performance goals and objectives and may include but not be limited to: quality of work, completion of assignments, level of proficiency and knowledge, skills, ability to work as a part of a team, leadership and integrity.

**Article 22- Education Incentives**

- 22.1 The Employer and the Union encourage Employees and members to further their education in Fire Science, Public and Union Administration, EMS and related fields.
- 22.2 Employees participating in educational courses shall do so off duty and on their own time unless otherwise approved by the Fire Chief.
- 22.3 The Employer may agree to pay part or all of the costs of tuition and books for education or training in areas of particular interest to the District. Approval must be obtained from the Fire Chief prior to taking the course if the District is participating in the remuneration of tuition and books.
- 22.4 For those courses in which the Employer has agreed to pay part or all of the tuition and book costs the Employee shall, unless otherwise arranged with the Employer, pay all costs and upon providing satisfactory evidence of having completed and passed the course be reimbursed to the extent that the Employer agreed to participate.

**Article 23- Mileage Allowance**

- 23.1 Employees who are authorized to use their own vehicles to conduct business for the District will be reimbursed for mileage in accordance with Snohomish County policy when applied for on the appropriate forms.

## **Article 24- Seniority**

- 24.1 Seniority shall be determined from the date of initial full time, fully compensated, continuous employment. In the event more than one Employee has the same date of employment, the person with the higher overall exam score on the hiring examination shall have seniority over Employees having lower scores on the same dated examination.
- 24.2 Seniority in rank shall be determined from date of promotion. When two or more Employees are promoted on the same day the order of selection by the Chief will determine which officer is senior.



**Article 25- Union Business**

- 25.1 Except as expressly provided herein, Union business will be conducted on the Employee's own time.
- 25.2 The Chief, or his designee, may allow union members to meet during work hours, on District property, as long as such meeting does not interfere with the Employees' work schedules or their ability to answer alarms. Union meetings will not restrict the Districts normal use of the premises. A time limit for such meetings may be imposed. Meetings may be held via online video conferencing or other equivalent means so long as there is no expense incurred by the District.
- 25.3 One (1) Employee or more, with the Chief's approval, shall be allowed time off with pay during scheduled duty hours to attend negotiation meetings with the District
- 25.4 The Union may provide and maintain a bulletin board at each District station. The District will provide a suitable space for its installation. Postings must be approved by the Union President or authorized representative and shall be limited to union business only.

**Article 26- Off Shift Activities**

- 26.1 Employees shall not be employed, volunteer or otherwise participate with other emergency services organizations public or private, where such affiliation requires an Employee to respond to 911 calls as an emergency responder.
- 26.2 Restrictions expressed in 26.1 above are limited to organizations with which the District has automatic aid arrangements.

**Article 27- Short Term Disability Insurance**

- 27.1 The Employer shall upon receipt of required payroll deduction forms, deduct from each Employees pay the cost of premiums of a short-term disability policy of the Employee's choice.

## **Article 28- Probation**

- 28.1 The first twelve months of employment, or more if extended, shall be a probationary period.
- 28.2 Employees shall be at-will Employees while on probation. Probationary Employees may be disciplined or discharged at the discretion of the Employer and shall not have recourse to the grievance procedure.
- 28.3 The District reserves the right to extend an Employee's probation for a period not to exceed six (6) calendar months. If an extension of probation does occur, the Employee shall still be considered an at-will Employee and therefore shall not have recourse to the grievance procedure during the probation extension.
- 28.4 In no event shall a new Employee serve more that eighteen (18) months probation.

## Article 29- Promotion

- 29.1 A vacancy exists when the Employer determines to increase the work force and to fill a new bargaining unit position(s) or when the Employer determines to fill a vacancy in the bargaining unit created by: terminations, promotions or demotions.
- 29.2 Appointments shall be made on an open, objective and competitive basis, based on the principle of securing the most qualified person for the vacancy. Qualifications and requirements, as determined by the Employer, shall be objective and shall reasonably reflect the needs of the position.
- 29.3 Notice of regular bargaining unit vacancies will be posted on the bulletin board and be inclusive of the application period. Such notice shall state the position, classification, and a brief description of the job and required qualifications (including certifications).
- 29.4 Any bargaining unit Employee who meets the required qualifications may apply for a vacancy. The Employer may also fill the vacancy from outside the bargaining unit, as the Employer deems appropriate, if the outside applicant possesses greater skill and ability, as determined by the Fire Chief, than a present Employee applying for the vacancy. Preference will otherwise be given to inside candidates in filling bargaining unit vacancies.
- 29.5 All applicants shall be notified of their score and their relative standing resulting from the promotional examination process.
- 29.6 Employees promoted to a new rank or position shall be on promotional probation for a period of twelve (12) months. New Employees hired in a promoted position shall serve probation under Article 28-Probation.
- 29.7 If during the probationary period the Employee wishes to return to his/her last position or rank, the Employee may do so with the Employer's permission.
- 29.8 A promoted Employee while on probation may be returned to his/her previous classification held at the time of promotional appointment at the sole discretion of the Employer and without recourse to the grievance procedure.
- 29.9 If at any time the District eliminates a position or rank, an affected Employee shall be offered any open position for which he or she is qualified.

### **Article 30- Physical Fitness**

- 30.1 The Employer and Union recognize a mutual obligation toward the fitness of Fire Fighters. The parties agree that aerobic capacity, body fat composition and muscular strength are critical to the safety of Fire Fighters and to those they serve. The parties agree to work collaboratively on physical fitness issues and to include in planning of future facilities, a suitable location and equipment for physical fitness training.
- 30.2 The Employer will when practicable allow Employee's time on shift at the Employer's facility for physical fitness training provided Employees remain response ready. Employee's not engaging in physical fitness training shall continue routine work assignments.
- 30.3 The Employer will provide and maintain fitness equipment and facilities.

**Article 31- Health and Fitness /Contagious Diseases**

- 31.1 The Employer shall select one or more health care provider(s) for occupational health related issues, including entry level physicals, HBV vaccines, TB testing and clearance for duty issues.
- 31.2 Any Employee found not fit for duty by a physician contracted by the District may challenge this decision by hiring his or her own physician.
- 31.3 Only if findings of the two-physician conflict will the parties select a third mutually acceptable physician to review the facts and make a final determination. Cost associated with hiring a third physician shall be shared equally by the Employee and District.

## Article 32- Reduction in Force

- 32.1 In the event of a decision by the Employer to lay-off from within the bargaining unit the following procedures shall be followed.
- 32.1.1 The Employer shall notify the Union within (30) thirty working days of the decision to layoff.
  - 32.1.2 The Union President and Fire Chief or designees shall meet within a reasonable time to discuss alternatives and effects.
  - 32.1.3 If a consensus of alternatives is not found the Employer shall proceed with layoff notices to effected employees.
  - 32.1.4 Employees shall be given no less than 60 days notice of layoff.
  - 32.1.5 Layoffs shall be by seniority within rank. The Employee with the least seniority in the position from which the layoff is to be made shall be the first laid off.
  - 32.1.6 Laid off Employees shall have right of first refusal for rehire into bargaining unit positions for which they are qualified. The last Employee laid off shall be the first rehired.
  - 32.1.7 Laid off Employees shall be responsible for assuring that his/her mailing address is current and available to the Employer for the purpose of recall notification. The Employer shall send a notice of recall to the Employee at his/her last known address by certified mail with a return receipt requested. If laid off Employee fails to respond to notice of recall within ten (10) working days from date of mailing and confirm his/her desire to accept the recall offer, then the Employer shall be relieved of responsibility to that individual under this contract provision.
  - 32.1.8 Failure of a laid off Employee to respond to a return to work offer under the timeline as described in 32.1.7 shall relieve the Employer of responsibility to that individual under this contract provision.
  - 32.1.9 Laid off Employees rehire rights shall terminate two years from the date an Employee was laid off or upon refusal of offer of re-employment whichever is sooner.



**Article 33 - Annexation, Merger, Consolidation**

- 33.1 All decisions and determinations undertaken by the District in connection with any annexation, merger, or consolidation activity shall be the exclusive province of the District; provided; however, that the District agrees to bargain the effects of any such activity on the bargaining unit.

**Article 34- Severability and Savings**

- 34.1 If any provision of this Agreement or the application of such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts of this Agreement shall remain in full force and effect.

**Article 35- Non-Discrimination**

- 35.1 Neither the District nor the Union shall, contrary to any provisions of the law, discriminate against an Employee because of age, sex, marital status, race, creed, color, sexual orientation, national origin or disability or any other protected class as identified in state and federal law.
- 35.2 The District agrees not to discriminate against any Employee for their membership in, or lawful activities on behalf of the Union.

## **Article 36- Labor Management Committee**

- 36.1 This article creates a communication procedure for the purpose of dealing with operational issue and matters of general concern between the parties. Either the Union or the Employer may initiate discussion. The coordinators of the communication procedure will be the Union President, and the Fire Chief or their official designee(s).

## **Article 37- Personal Items**

- 37.1 The Employer shall reimburse Employees directly or through insurance for the repair or replacement of personal property worn or carried and damaged in the performance of their duties, provided all of the following are true:
- 37.1.1 The damage is caused by circumstances that arise out of employment not from ordinary wear and tear.
  - 37.1.2 The loss from a single cause is at least \$100.
  - 37.1.3 The damage did not result from negligence by the Employee.
  - 37.1.4 The damaged item is required for the Employee to carry out his or her duties.
  - 37.1.5 The loss is not substantially covered by any insurance carried by the Employee or Employer.
- 37.2 Items typically covered might be prescription eyeglasses, hearing aids, dentures, or a number of lesser value items damaged by one cause (such as hazardous materials contamination). Items typically not covered include watches, sunglasses, personal cell phones, personal tools or equipment carried at the Employee's discretion, or personal clothing worn in addition to or in lieu of issued uniform or PPE items.

### **Article 38- Working Out of Classification**

- 38.1 Employees assigned the duties and responsibilities of an absent Employee of higher classification shall be compensated out of classification pay.
- 38.2 Employees working out of classification as Lieutenant shall receive an additional (7) Seven percent of FF IV per shift working out of class compensation. (FF IV hourly rate X 12,15, or 24 shift hours X 7%)
- 38.3 To qualify for working out of class compensation an Employee must be assigned duties of the higher classification for more than six or more consecutive hours. Once qualified, Employees shall be compensated for the full shift worked.
- 38.4 Employees assigned the duties and responsibilities of an absent Employee of higher classification for more than four consecutive weeks shall be compensated an amount equivalent to the absent Employees base pay beginning the first day of the fifth week.

### **Article 39- Compensatory Time**

- 39.1 Compensatory time shall be defined as paid time away from an Employee's regularly scheduled shift in lieu of compensation for time worked.
- 39.2 When agreed to by the Employer and Employee compensatory time may accrue at a rate of one and one-half hour for each hour worked in excess of an Employees regularly scheduled shift.
- 39.3 Requests for compensatory time in lieu of compensation shall be submitted on a form approved by the Employer.
- 39.4 Employees may accrue up to 36 hours of compensatory time.
- 39.5 The Employer may approve written requests to use compensatory time after considering the request of the Employee and needs of the District.
- 39.6 Requests to use accrued compensatory time shall be made in writing on forms approved by the Employer and shall be subject to the restrictions and procedures set forth in Article 9 vacation.
- 39.7 Use of compensatory time will not be granted if so doing will cause more than one member of the bargaining unit to be off on paid leave at one time. The Fire Chief may on a case by case basis grant deviation from this rule.

#### **Article 40- Duty Officer**

- 40.1 Employees of the rank Lieutenant and above may be required while off shift to remain in an on-call Duty Officer status as specified below.
- 40.2 The Employer shall provide a vehicle, pager, cell phone and such other equipment as needed by the Employee to fulfill the Duty Officer responsibilities.
- 40.3 Training required of the Employee by the Employer will be provided and paid for by the Employer. If done off shift, said training will be compensated at the overtime rate.
- 40.4 During on call periods Employees may travel within ten (10) miles of Station 51 so long as a response ready capability is maintained.
- 40.5 Duty Officer responsibilities shall be set forth in District Policy and shall include but not be limited to responding to incidents requiring a command presence and to simultaneous multiple alarms in the District.
- 40.6 Duty Officer schedules shall be established on a quarterly basis by a cooperative process established by the Fire Chief.
- 40.7 Except in extraordinary circumstances, Employees shall not be required to be in an on-call status more than one week per month.
- 40.8 Employees shall be paid one (1) hour of their overtime rate for each twelve (12) hours on call period and overtime for actual time on emergency calls from time of alarm until in service.
- 40.9 An Employee responding as Duty Officer shall be considered on call back for the purpose of overtime if they arrive at the scene or station and shall be compensated for no less than one half (1/2) hour as provided in Article 8.7 of this Agreement.
- 40.10 A Duty Officer who is cancelled or returns prior to arrival at the incident or station shall be compensated to the nearest 15 minutes as provided in Article 8.2.
- 40.11 Employees below the rank of lieutenant may with the permission of the Fire Chief, participate as an on-call duty officer.




**Article 41- Term of Agreement**

41.1 The term of this Agreement shall be for three years, commencing on January 1, 2018, ending at midnight December 31, 2020.

**For the Union**

\_\_\_\_\_  
Michael McConnell, President

  
\_\_\_\_\_  
Jason Gwilt, Vice President Unit 5

**For the Employer**

  
\_\_\_\_\_  
Steve Fox, Chairman  
Snohomish County Fire District 5

  
\_\_\_\_\_  
Brian Copple, Commissioner  
Snohomish County Fire District 5

  
\_\_\_\_\_  
Kelly Geiger, Commissioner  
Snohomish County Fire District 5

December 27, 2018

**Witnessed by,**

  
\_\_\_\_\_  
Merlin Halverson, Fire Chief  
Snohomish County Fire District 5

APPENDIX "A"

|                 |           |                                     |
|-----------------|-----------|-------------------------------------|
| Legal Holidays: | January   | New Year's Day Holiday              |
|                 | January   | Martin Luther King, JR. Day Holiday |
|                 | February  | Presidents' Day Holiday             |
|                 | May       | Memorial Day Holiday                |
|                 | July      | Independence Day Holiday            |
|                 | September | Labor Day Holiday                   |
|                 | November  | Veterans' Day Holiday               |
|                 | November  | Thanksgiving Day Holiday            |
|                 | November  | Day after Thanksgiving Holiday      |
|                 | December  | Christmas Holiday                   |

Source: RCW 1.16.050; SCC 3A.06.020, 3.68.060