

# Labor Agreement

2016 - 2018



Between

**Spokane County Fire District 9**

and

**Local 2916**

**International Association of Firefighters**

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# Agreement

## Preamble

This Agreement is entered into by **Spokane County Fire Protection District 9**, hereinafter referred to as “District”, and **Local 2916, International Association of Fire Fighters, AFL-CIO**, hereinafter referred to as “Union”.

## Article 1

### Term of Agreement and Negotiations

**Section 1. Effective Dates.** This Agreement, after being signed by both parties, shall be effective January 1, 2016, and shall remain in full force and effect through December 31, 2018, subject to the conditions hereinafter stated and thereafter from year to year unless otherwise terminated.

**Section 2. Amendment of Agreement.** This Agreement may be amended at any time by mutual agreement of the parties.

**Section 3. Termination of Agreement.** This Agreement may be terminated as of December 31, 2018, or as of any December 31 thereafter by either party serving notice in writing upon the other party not later than two (2) months before the end of the then-current contract year.

## Article 2

### Recognition

**Section 1. Exclusive Bargaining Representative.** The District hereby recognizes the Union as the exclusive bargaining representative for all full-time uniformed personnel (as that term is defined in RCW 41.56.030(6) now or hereafter amended) employed by the District, excluding the Fire Chief, Assistant Chief, Deputy Chiefs, Division Chiefs and all other employees of the District.

**Section 2. Employee.** Hereinafter, all references to "employees" shall mean only those employees of the District for whom the Union is the bargaining representative.

**Section 3. Lateral Entry Personnel.** Definition: "Lateral Entry Personnel" as used in this Agreement shall mean any uniformed fire suppression employee who, at the time their employment with the District begins:

- A. Is assigned an entry position other than Recruit Firefighter, and
- B. Has prior service time as a career firefighter with another fire protection agency, and
- C. Is represented by IAFF Local 2916 as defined in Article 2, Section 1 above.

The District shall evaluate the employees' training, experience and qualifications, and place the lateral entry employee appropriately within the monthly wage schedule of Appendix A of this Agreement without regard to the prerequisite "Months of Service" provision of the schedule for initial placement therein. Lateral entry personnel placed in a non-officer position shall be required to complete the Fire District Fire Officer 1 task book prior to working as an officer.

The service time to be used for determining vacation accrual for lateral entry personnel shall include their prior service time as a career firefighter with any other fire protection agency/agencies.

## Article 3

### Union Security

**Section 1. Non-Member Dues.** Any employee who is not a member of the Union shall, as a condition of employment, pay the Union a monthly service charge equal to the monthly Union dues as a contribution towards the administration of this Agreement. Employees who fail to meet this requirement shall be discharged.

**Section 2. Right of Non-Association.** The right of non-association of employees, based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member, is safeguarded. Such employee shall pay an amount of money equivalent to regular Union dues and initiation fee to a non-religious charitable organization mutually agreed upon by the employee affected and the Union. The employee shall provide written proof that such payment has been made. If the employee and the Union do not reach agreement on such matter, the Public Employee Relations Commission shall designate the charitable institution.

## Article 4

### District Security

**Section 1. No Interruption of Work.** The Union agrees to the essential nature of the services provided by unit employees in protecting the public safety. In recognition of this fact, the Union agrees that there shall be no work interruptions, slowdowns, or strikes at any time during the life of this contract. In the event of unauthorized interruptions, the Union agrees to join the District in requiring involved employees to return to work immediately. Employees found to be in violation of this Article may be disciplined, provided that unlawful actions of the District, which are prohibited by statute, have not forced such action by the employees.

**Section 2. "Work Now - Grieve Later" Principle.** The Union recognizes the "work-now grieve-later" doctrine. The Union will join with the District to enforce this doctrine.

**Section 3. Union Right to Challenge District Action.** The District recognizes the right of the Union to challenge action taken by the District through the grievance procedure, as provided for herein, or through the Public Employees Collective Bargaining Act.

## Article 5

### Management Rights

**Section 1. Management Right of the District.** The Union recognizes that, except as specifically limited, abridged, or relinquished by the terms and provisions of this Agreement, all rights to manage, direct and supervise the operations of the District and the employees are vested solely in the District.

**Section 2. Specific Management Rights.** Subject to the provisions of this Agreement, the Union recognizes:

- A. The prerogatives of the District to operate and manage its affairs in all respects and in accordance with its responsibilities and powers.
- B. The reservation by the District of those rights concerned with the management and operation of the District, including but not limited to the following:
  - 1) Recruit, assign, transfer and promote employees to positions within the District.
  - 2) Assign and schedule work and determine job content.
  - 3) Establish reasonable performance and productivity standards.
  - 4) Introduce and use new, improved, or automated methods or equipment.
  - 5) Suspend, demote, discharge, or take other disciplinary action against employees for just cause.

- 6) Adopt reasonable rules for the operation of the District and the conduct of its employees.
- 7) Lay off employees due to financial reasons.
- 8) Establish and control the District budget.
- 9) Take emergency action as necessary to perform the proper functions of the District.

The District may make and implement decisions in the above areas.

**Section 3. Matters Not Covered by Agreement.** The Union does not waive its rights for matters not covered by this Agreement.

**Section 4. Impacts Bargainable.** Nothing in this Agreement is to be construed as a waiver by the Union of its right to bargain the impact, where required by law, of any District decision or action.

## Article 6

### Non-Discrimination

**Section 1. Principle of Non-Discrimination.** Neither party shall discriminate against any applicant or employee on the basis of race, religion, creed, sex, color, age, national origin, marital status, sexual orientation or mental or physical handicap except where said factors conflict with bona fide occupational qualifications.

**Section 2. Neutral Gender.** Whenever words denoting the masculine gender are used in this Agreement, they shall be interpreted as neutral and equally applicable to either gender.

**Section 3. Union Activity.** The District will not discriminate against any employee for activity in or on behalf of, or membership in, the Union to the extent that such activity is protected by Chapter 41.56, RCW, as interpreted by case law developed by the Public Employees Relations Committee.

# Article 7

## Drug and Alcohol Policy

**Section 1. Drug and Alcohol Policy Principles.** Drug and/or alcohol dependence are recognized as illnesses and as major health problems. Drug and alcohol abuse are also recognized as potential safety and security problems.

The goal of the parties is to eliminate drug and alcohol abuse through education, rehabilitation, and/or discipline of the affected personnel. The District will inform each employee of the terms and procedures of the drug and alcohol policy. Spouses will be provided such information upon request. The District assumes sole responsibility for the administration of this policy.

**Section 2. Prohibited Drug or Alcohol Activities.** Employees who are under the influence of alcohol or drugs on the job or who possess or consume alcohol or drugs on the job have the potential for affecting their own as well as their coworkers safe and efficient job performance. Employees are strictly prohibited from using, selling, possessing or being under the influence of either illegal drugs or alcohol while performing District business on or off District premises. Violation of this prohibition may subject the employee to disciplinary action as outlined in Article 14 of this Agreement.

The term “illegal drug” includes the improper use and/or abuse of prescription drugs. Employees who are directed by their doctor to take prescription drugs shall immediately inform their supervisor of such use if there is any job limitation such use may suggest.

**Section 3. Drug or Alcohol Testing.** The District will test for drugs at the time of employment or re-employment and may test upon reasonable suspicion that an employee is either under the influence or adversely affected by either drug(s) or alcohol.

In the event of a discrepancy in the inventory of controlled substances or other designated medications held by the District, the District may require the drug testing of any or all employees with access to said controlled substances. Any testing conducted under the aforementioned circumstances will be specific to the missing controlled substance or medication.

Employee testing will be conducted in accordance with procedures prescribed or approved by the Drug & Alcohol Testing Industry Association (DATIA). Both employees and the District have the right to have their respective representatives present (nearby) during the submission of the sample. Employee will be advised of the right to have a Union representative present, provided the representative can arrive within two (2) hours.

**Section 4. Failure to Allow Test.** Failure to submit to a test, or failure to allow the District to review the results of a test, will be sufficient reason for discipline. Tampering

with or adulterating urine samples or other drug or alcohol tests will subject the employee to discipline.

**Section 5. Employee Assistance Program.** The District shall subscribe to an Employee Assistance Program (EAP) for its employees to assist and / or rehabilitate employees that may have or exhibit a substance abuse problem.

**Section 6. Costs of Treatment and Rehabilitation.** Treatment and rehabilitation program costs shall be paid for up to the limits prescribed in the District sponsored insurance program. Employees shall be reimbursed for time and travel expenses (if any) incurred in the testing procedure only. The District will pay the excess costs over insurance when the employee voluntarily enters the treatment program, up to a career maximum of \$5,000.00 per employee.

## Article 8

### Conditions of Employment

**Section 1. Licenses and Certifications.** Certain prerequisite licenses, qualifications and active certifications are mandatory conditions of employment with the District. These include, but are not limited to:

- Valid Washington State Driver's License (required of all District employees)
- Washington State certified Emergency Medical Technician (required of all District career firefighters)
- Washington State certified Paramedic (required of all District career firefighters assigned to a paramedic position)

These and any other licenses, qualifications or certifications that are prerequisites to or conditions of employment either at the time of hire or by later agreement between the District and the Union are mandatory conditions of employment.

Employees are responsible for maintaining continuous active and valid required certifications as a *continuing condition of employment* except as otherwise provided in this Agreement.

**Section 2. Other Conditions.** Other conditions of employment include requirements stated in District-adopted job descriptions, compliance with and adherence to District policies, rules and regulations, and standard operating procedures.

## Article 9

### New Employees

**Section 1. Term of Probation.** Probation under the terms of this Agreement shall be for a period of twelve (12) months from the employee's beginning date of employment with a District option of one six-month extension. During the probationary period the employee may be terminated without recourse.

**Section 2. Lateral Hiring.** All new employees with the District must be employed with the District for a minimum three (3) years and complete all necessary steps as outlined in Appendix D to be eligible to work out-of-class as an acting officer.

## Article 10

### Promotions

**Section 1. Promotional Process.** All promotions to positions within the bargaining unit shall be through the use a comprehensive promotional process that may include performance, employee's training and education relevant to the position and an assessment lab. Specific elements of assessment labs, weighting of each element and dimensions evaluated shall be made available to all candidates two weeks prior to the exam. *Elements is defined as but not limited to written examinations, tactical scenarios, personnel scenarios, leaderless group exercise, personal examination profile, written projects or oral boards.*

Announcements for promotional examinations shall be posted in each career-staffed District fire station a minimum of thirty (30) days prior to the closing date for applications and sixty (60) days prior to the written portion of the examination.

Written examinations, if applicable, shall be composed of no more than six (6) volumes of reference materials and identified on the examination notification.

The District shall publish a standing list of reference materials for each promotable position within the bargaining unit. This list may be amended by the District at any time.

*Exception: The District may not amend a list during the posting period for any promotional exam.*

The District recognizes the value promotional testing has on career development. To that end the District will make every effort to have valid promotional lists.

**Section 2. Rule of Three.** The Fire Chief may choose among the top three scoring candidates from the promotional process. The Rule of Three application is not grievable; however an employee may assert their rights in accordance with Article 6 of this agreement.

**Section 3. Promotional Candidate Review.** Promotional process candidates shall be provided feedback relative to their performance if requested. Feedback shall be for informational purposes only.

**Section 4. Non-Participation.** In the event that either no members of the bargaining unit apply to participate in the promotional process or no members of the bargaining unit successfully complete the promotional assessment center for either a line or staff officer position, the District may open the position to any qualified applicants and conduct another assessment center to determine the qualified candidates for the position.

**Section 5. Probation.** All promotions or new position assignments are subject to a probationary period of twelve (12) months.

During the probationary period the employee may be returned to the position and rank held by the employee at the time of the promotion or reassignment.

An employee shall not be eligible to promote to a higher rank within the bargaining unit until the probationary period has been completed. (Example: a lieutenant is not eligible to promote to captain until the lieutenant probationary period is over).

## Article 11

### Staff Officers

**Section 1. Positions.** The District may create the following staff officer positions:

- Fire Prevention Lieutenant
- Fire Prevention Captain
- Training Lieutenant
- Training Captain
- EMS Lieutenant
- EMS Captain

These positions may be unfilled, filled, or vacated at the sole option of the District, provided: In the event of vacating a filled position, the impacts of said vacating on the employee holding the position shall be subject to bargaining. Prospective impacts on other employees may not be asserted.

**Section 2. Position Descriptions.** The District shall develop and establish, and may revise, the position descriptions for staff officer positions.

**Section 3. Hours of Work.** Staff officers shall work a regular schedule of 40 hours per week and shall be paid overtime rate (1.5 x regular rate) for all hours worked in excess of 40 hours in a calendar week.

**Section 4. Shift Staffing Assignment.** A staff officer may fill or augment shift staffing as a firefighter or relief officer at the discretion of and as assigned by the District.

**Section 5. Holidays.** Staff officers shall be granted holidays as time off with pay in accordance with the schedule of holidays of the administrative staff of the District.

**Section 6. Line Officer - Staff Officer Transfer.** The District may transfer, by assignment, either:

- A. A line officer to a staff officer position, or
- B. A staff officer to a line officer position,

provided that in either case the employee meets the minimum qualifications for the position.

The desire or consent of the employee to transfer will be considered, however management retains the right to make the final decision on the transfer.

**Section 7. Recalculation of Leave on Transfer.** All accumulated vacation and sick leave held by an employee who is transferred from a line position to a staff position or vice-versa shall be recalculated using the time basis of the position being taken.

**Section 8. Promotions.** Promotions to and within staff officer positions shall be in accordance with the provisions of Article 10 of this Agreement. Eligibility for promotion to a staff officer position shall not be limited to present staff officers, but may otherwise include any prerequisites deemed by the District as essential to the position.

**Section 9. Cross Qualification.** All staff officer positions of lieutenant and captain are also recognized as line qualified in those ranks.

**Section 10. Lateral Entry.** During their probationary period, lateral entry employees will not be permitted to transfer to a new position.

# Article 12

## Temporary Assignments

**Section 1. Chief Officer Development Program.** The District has developed and implemented a Chief Officer Development Program providing for instruction, training, direction and practicum in the roles and responsibilities of chief officers, including staff assignments and those of the Duty (emergency response) Chief.

The Chief Officer Development Program consists of two phases, the Chief Officer Training Phase and the Chief Officer Mentoring Phase.

Nothing in this Article or Agreement shall preclude the District from utilizing any Officer as a Temporary Staff Chief or Acting Duty Chief as necessary to meet the needs of the District.

**Section 2. Participation.** Employees with the rank of either captain or lieutenant (either line or staff rank) shall be eligible to apply for participation in the Chief Officer Development Program.

Officers interested in participating in the Chief Officer Development Program may apply for acceptance to the Fire Chief when the District opens an application period. The District shall prescribe the application process. Selection, acceptance and participation in the Chief Officer Development Program shall be at the sole discretion of the Fire Chief.

A participant may withdraw from the Chief Officer Development Program at any time without penalty.

**Section 3. Chief Officer Candidates and Trainees.** Officers accepted into the Chief Officer Training Phase shall be known as Chief Officer Candidates. Chief Officer Candidates participate voluntarily in the training phase of the program and shall not be compensated for any hours in excess of their regular assigned duty for such participation.

Chief Officer Candidates who successfully complete the Chief Officer Training Phase are eligible to participate in the Chief Officer Mentoring Phase. Officers accepted into the Chief Officer Mentoring Phase shall be known as Chief Officer Trainees. Chief Officer Trainees shall be paid overtime at their current bargaining unit rate for hours worked in excess of their regular duty hours while on mentoring duty. This specifically includes response as a Duty Chief Trainee.

**Section 4. Temporary Staff Chief.** Chief Officer Trainees assigned as a Temporary Staff Chief shall receive out-of-class premium pay of ten percent of the regular hourly

rate for Captain (without premiums) in addition to their regular bargaining unit rate for all hours worked.

Assignment as a Temporary Staff Chief may or may not include service as an Acting Duty Chief as determined by the District.

**Section 5. Acting Duty Chief.** An officer may be assigned as an Acting Duty (emergency response) Chief subject to respond on call to emergency incidents. An officer assigned to this position has the responsibilities and authority of the Duty Chief as delegated by the Fire Chief.

Assignment as Acting Duty Chief during a *non-scheduled work period* shall be paid as overtime at the employee's regular rate for the actual time worked with a three (3) hour minimum in 24 hours. On-call periods of less than 24 hours shall be prorated to the nearest eight (8) hour increments against the three (3) hour minimum. Emergency responses will be paid at one and one-half times the employee's regular hourly rate.

Assignment as Acting Duty Chief during a *scheduled work period* shall be paid an out-of-class premium pay of ten percent of the regular hourly rate for Captain (without premiums) in addition to their regular bargaining unit rate for all hours worked.

**Section 6. Rights.** No exclusive or special rights in the selection of future chief officers by the District shall arise due to participation in the Chief Officer Development Program, but such participation and performance in the program may be considered if a participant becomes a candidate for a chief officer position.

**Section 7. Other Assignment.** Shift fire fighter personnel may be temporarily assigned as an emergency incident rehabilitation officer and incident safety officer subject to emergency incident response. Acceptance of such an assignment is voluntary. Personnel accepting an assignment shall be available for response to any incident for which rehabilitation is requested.

Assignment as a rehabilitation officer or safety officer during a non-scheduled work period shall be paid as overtime at the employee's regular rate for the actual time worked with a three (3) hour minimum in 24 hours. On-call periods of less than 24 hours shall be prorated to the nearest eight (8) hour increments against the three (3) hour minimum. Emergency responses will be paid at one and one-half times the employee's regular hourly rate.

## Article 13

### Layoff and Rehiring Procedure

**Section 1. Seniority.** In case of personnel reduction, the employee having the least seniority in the District shall be laid off first. In the case of reduction in rank, time in position shall be the determining factor. If times in position are equal, scores on the eligible list(s) shall govern, so that the employee with the lowest score on the most recent list shall be reduced in rank first. If scores on the eligible list are equal, then time in the District shall govern so that the employee with the least time shall be reduced in rank first.

**Section 2. Employment List.** When employees are laid off, their names shall be placed on an employment list in order of descending seniority. This list shall stand for a period of thirty-six (36) months and no new bargaining unit employees may be hired during that period until the laid off personnel have been given the opportunity to return to work. Persons being re-promoted to positions held prior to being reduced in rank shall be re-promoted in the reverse order from which they were reduced in rank.

**Section 3. Notice of Layoff.** The Chief of the District shall give written notice to the employee(s) and specifically to the employee who is to be laid off and the reason for the layoff at least thirty (30) calendar days prior to the effective date of such action.

**Section 4. Return to Duty from Disability Retirement.** An employee who is returned to duty from LEOFF medical retirement pursuant to RCW 41.26.470 shall be granted service time seniority rights based on their original hire date less the time on retirement.

## Article 14

### Discipline and Termination

**Section 1. Progressive Discipline.** A progressive discipline system will be used. In principle, such discipline progresses from verbal reprimand to one or more written reprimands to suspension to termination. However, exceptions or deviations from the normal procedure may occur when the District deems that the circumstances warrant other action, including immediate termination.

**Section 2. Cost of Repair or Replacement of District Property.** Employees will not be held responsible for the cost of repair or replacement of damaged or lost District property *except* that resulting from a willful, intentional, deliberate, negligent or criminal act, which event may also result in discipline up to and including termination.

**Section 3. Cause.** Discipline and termination shall be based on just cause and shall be subject to the grievance procedure.

**Section 4. Rules.** Rules outlining the appropriate conduct and behavior of employees are found in District Policy, District Rules and Regulations, and in the Standard Operating Procedures of the District. The District may amend such policy, rules, regulations and procedures. Any complaint relative to the reasonableness of any such policy or rule, established after the date hereof, or any complaint relative to the discriminatory application thereof, may be considered a grievance and is subject to the grievance procedure in this Agreement.

## Article 15

### Wages

**Section 1. Wages.** Wages shall be as set forth in *Appendix A* and shall be paid on the 15th and last day of each month as established by the District.

## Article 16

### Hours of Duty and Overtime

**Section 1. Work Schedules.** Full-time fire suppression employees will be assigned by the District to the following work schedule:

- A. *24 Hour Work Schedule:* 24 hours on duty followed by 48 hours off duty, with the exception of scheduled Kelly Days.

**Section 2. Work Week.** The average work week for a full-time fire suppression employee assigned to the *24 Hour Work Schedule* shall be 49.9 hours (=2,595 hours per year).

The work week for employees assigned to *staff officer* positions shall be forty (40) hours per calendar week (see Article 11).

**Section 3. Duty Shift.** *24 Hour Work Schedule:* The duty shift for fire suppression employees assigned to the *24 Hour Work Schedule* shall begin at 0700 hours of the duty day and shall end at 0700 hours the following day.

Exception: Recruit Firefighter Training. Recruit firefighters may be assigned to a 10 hour work schedule that shall usually begin at 0700 hours and end at 1700 hours Monday through Friday but may vary to fulfill the District-prescribed and required training

program. Staff and line personnel may be assigned and act as training supervisors or instructors and they also may be assigned to another work schedule for that purpose.

**Section 4. Kelly Days.** A Kelly Day is defined as a scheduled 24 hour work day to be taken as an unpaid day off for employees assigned to the 24 hour work schedule.

The District shall schedule 1 (one) Kelly Day in each 27 day cycle for all *full-time firefighter suppression employees on a 24 Hour Work Schedule.*

A full-time fire suppression employee may trade a scheduled Kelly Day with another qualified employee to another Kelly Day provided (1) no overtime to any employee results, (2) the trade is pre-approved by the Fire Chief, Assistant Chief or a Deputy Chief, *except:*

Any rescheduled Kelly Day shall be deemed as a voluntary shift trade for FLSA purposes and shall be subject to all shift trade provisions of Article 31 of this Agreement.

**Section 5. Overtime.** Full-time fire suppression employees assigned to the 24 hour schedule shall be paid overtime pay for all hours worked in excess of the regularly scheduled shift.

The overtime rate shall be one and one-half (1½) times the regular hourly rate.

**Section 6. Compensation Time in Lieu of Overtime.** Overtime shall be compensated, if requested by the employee, in time off with pay at the rate of one and one-half (1½) hours off for each overtime hour worked.

An employee may accrue a maximum of seventy-two (72) hours of compensatory time. All hours over this seventy-two (72) hour limit shall be paid to the employee at the overtime rate.

The District may elect at any time to pay an employee for part or all of accumulated compensation time at their regular hourly rate.

Compensatory time off may be approved provided that said approval does not result in more than 3 personnel being absent from work due to a planned vacancy. A planned vacancy is defined as the absence of an employee from work due to a Kelly day, vacation, sick leave, authorized leave, bereavement leave, and compensation time off irrespective of work schedule.

Compensatory time shall be taken in increments of four (4) or more hours. Approved requests must be taken in accordance with the original request or cancelled in its entirety. Cancellation requests must be submitted with twenty-four (24) hour advanced notice.

**Section 7. Call Back.** Full-time employees called back to work during off-duty time shall be paid for a minimum of two (2) hours at the overtime rate.

**Section 8. Hold Over.** Employees required to work beyond the end of their regular shift shall be paid at the overtime rate in increments of one-half (½) hour, to the nearest half hour.

## Article 17

### Fire Resource Mobilization

**Section 1. Definitions.** “Hours Worked” means travel time to and from the incident and hours in assigned status while at the incident, as approved by the incident supervisor. Time for eating, rest, and sleeping is not included.

“Mobilization” shall mean the sending of fire suppression resources to any local fire jurisdiction except as provided by the Spokane County Mutual Aid Agreement or any local mutual aid agreement, or to any state or federal jurisdiction in response to a major fire or other emergency incident.

**Section 2. Mobilized Personnel.** Personnel voluntarily accepting a mobilization response assignment shall be paid as follows:

- Regular full pay for normal regularly scheduled work time.
- Overtime for all hours worked during non-regularly scheduled work time.
  - Travel time to and from the incident is work time.

Personnel directed and assigned to a mobilization response by the District shall be paid as follows:

- Pay for all hours assigned to the incident, i.e., portal-to-portal from the time of departure from the District to the time of arrival back at the District.

**Section 3. Selection of Personnel for Mobilization.** The District shall select the personnel to be mobilized. All mobilized personnel shall be qualified for their mobilization assignment.

**Section 4. Mobilization Time.** Mobilized personnel are committed for a minimum mobilization time of 72 hours unless the fire resources mobilization is terminated by the incident commander at an earlier time.

A mobilization assignment may run as long as fourteen (14) days plus travel time. Mobilized personnel may request that they be relieved after 72 hours or later by trading with another later-mobilized firefighter (who may be either a career or volunteer firefighter), and, if a qualified firefighter can be found to take the position, the District

shall arrange for this trade at a time when the resource is not assigned on the incident, provided that the trade shall be subject to the approval of the incident commander.

## Article 18

### “Stand Down” Time

**Section 1. “Stand Down” Time.** The operations of the District are carried out 24 hours a day, seven days a week. To the extent that the District has work assignments that must be done, it may assign that work to be performed at any time which the District deems necessary and reasonable. In general, however, it is reasonable, prudent and practical to provide for recognized periods of on-duty time during which the active work assignments of fire suppression employees are limited, thereby allowing them significant periods of rest while remaining on response-ready standby. The District formally recognizes this as “Stand Down” Time: Prescribed periods of on-duty time during which the active work assignments of fire suppression employees are limited as provided by this Article.

**Section 2. Recognition of “Stand Down” Time.** The District recognizes “stand down” time as follows:

- All hours between 1700 and 0700
- All holidays (24 hours)

**Section 3. Work Assignments in “Stand Down” Time.** Regular work assignments during “stand down” time periods include:

- All Hours:
  - Alarm response.
  - Incident reports (complete as prescribed by District procedure).
  - Equipment and apparatus response readiness.
  - Emergency action as necessary to perform the proper functions of the District.
- 1700 – 2200, excluding holidays:
  - Training.
  - Training instruction.
  - Joint and/or interagency training.
  - Public fire education or other education/training programs.
  - Preplanning or hydrant system testing of commercial areas not reasonably accessed during regular hours.
  - Special assignments.
  - Completion of regular daily work assignments which may not have been completed prior to 1700 hours at the discretion of the shift officer.

# Article 19

## Shift Fill on Overtime (Relief)

**Section 1. Relief Personnel to Fill Required Shift Assignments.** The District designee receiving notice of a vacancy created by absence shall fill the vacancy in accordance with this Article and procedure prescribed by the District.

Relief personnel to fill required shift assignments for absentees shall be called from relief lists of qualified personnel (see Section 2 below).

**Section 2. Relief Lists.** The Station 92 officer or other District designee shall maintain two *Relief Call Lists* of line firefighter personnel:

- “Long Relief Call List”: Used to fill vacancies of more than twelve hours, and
- “Short Relief Call List”: Used to fill vacancies of four to twelve hours,

Each arranged in order of seniority.

*Each of these two Relief Call Lists shall be maintained as single lists in order of seniority without regard to rank.*

*Note: Filling vacancies of less than four hours and overtime worked as a hold-over, will be logged separately and will not affect an employee’s placement on the short or long relief call list. Emergency relief of four or more hours by an employee will be noted on the relief call list and will count as an opportunity worked.*

**Section 3. Definitions.** “Vacancy” is an opening created which makes it necessary to fill the shift with an overtime position. Approved absences, e.g., vacation or Kelly Day, do not create a “vacancy” except under unusual circumstances.

“Late Notice Vacancy” is a vacancy created by notice after 6:00 a.m. for the next shift beginning at 7:00 a.m.

“Emergency Vacancy” is an immediate vacancy created by an on-duty injury, illness or emergency.

**Section 4. Filling a Vacancy.** *Subject to the conditions below*, a vacancy shall be filled by the Station 92 officer or other District designee as follows:

- If the vacancy is created by an officer, it shall be filled with the first qualified and available officer or senior firefighter.
- If the vacancy is created by a senior firefighter who was scheduled to work as an acting lieutenant, the vacancy shall be filled with the first qualified and available officer or senior firefighter.

- If the vacancy is created by a firefighter, it shall be filled with the first qualified and available firefighter. If no firefighter is available, the position shall be filled with the first available officer.
- If the vacancy is created by a paramedic, it shall be filled by the first qualified and available paramedic.
- If the vacancy is created due to the illness or injury of an employee on duty, the vacancy will be considered an “emergency relief” and may be filled by any available qualified employee.

**Section 5. Conditions.** All of the following conditions apply to the filling of any vacancy:

- *Two officers shall not be assigned to work together (with specified exceptions).*

If circumstances arise which make it necessary for two officers to be assigned to work together, those circumstances and the personnel assignments shall be reviewed and approved by the Duty Chief prior to confirming the assignments.

Examples of such circumstances:

- No firefighter available to accept the overtime assignment.
  - Emergency callback conditions.
  - Emergency vacancy.
- *Vacancies shall be filled without reassigning shift personnel EXCEPT Emergency Vacancies in which event reassignment(s) may be made as necessary to expedite filling the vacancy.*

The vacancy shall be filled with the first qualified and available officer/firefighter for the *original vacant position*, rank and station. Personnel shall not be reassigned within the shift to create an opening, i.e., a “different vacancy,” for the next person on the relief list.

- *The relief lists shall be used to fill all vacancies, regardless of when notice of the vacancy is received EXCEPT Emergency Vacancies.*

In the event that notice of the vacancy is late, the officer/firefighter whose position the incoming officer/firefighter will replace shall hold over until the relief officer/firefighter arrives.

*Note: This provision does not allow the prior practice of first offering the overtime fill position for late-notice vacancies to the personnel of the off-going shift.*

**Section 6. Filling an Emergency Vacancy.** In the event of an *Emergency Vacancy*, the objective shall be filling the vacancy as quickly and expediently as possible and thereby minimizing out-of-service time for other personnel and the compromise to District services. Therefore, notwithstanding any other provisions of this Article, an *Emergency Vacancy* shall be immediately filled by the first qualified firefighter who can arrive to fill the opening. This may involve reassigning other personnel.

**Section 7. Relief Assignment to ALS Unit(s).** Any and all restrictions applicable to the ALS Unit paramedics shall apply (e.g., restricted shift trades) to paramedic employees temporarily assigned to an ALS Unit when there is a planned vacancy by the paramedic regularly assigned to the ALS Unit.

## Article 20

### Court-Subpoenaed Witness or Jury Duty

**Section 1. Employment Related.** Members shall be given authorized leave to appear before a court, judge, justice, magistrate, or coroner as a plaintiff, defendant, or witness in any proceeding arising out of the performance of the member's duties as a member. Any off duty time during which a member is required to thus appear shall be compensated at one and one half times the member's hourly rate. The employee will also be entitled to compensation for their travel time to and from the appearance location. Any and all payment or fees received by the employee for such appearances shall be given to the District.

**Section 2. Jury Duty.** Any member who is called for jury duty in any municipal, county, state, or federal court shall advise the District upon receipt of such notice. The member will be excused from work for the actual time spent reporting for jury duty, plus travel time and shall return to work immediately after being excused from jury duty for the day. When serving as a juror, a member may be excused by a chief officer from additional duty hours to fulfill this duty as a juror, staffing permitting.

If a member is absent from work while engaged in jury duty, the member will be paid his regular wage provided the member reimburses the District the amount of compensation the member receives from the court for each day or partial day the member was absent from work. The member shall reimburse the District within fifteen (15) days of the members' receipt of compensation for jury duty.

## Article 21

### Out of Class and Premium Pay

**Section 1. General Provision.** Except as provided in Subsection 2 of this Article, any employee who works out of class, at a higher classification, shall be paid at the rate of pay for that classification for the total hours worked at that classification.

Out of class differential pay shall be determined by using the following:

Lieutenant: Hourly Rate for 25 year Senior Firefighter x .16

Paramedic/Lieutenant: Hourly rate for 25 year Senior Firefighter PM x .16

Captain: Hourly rate for 25 year Lieutenant x .115

Paramedic/Captain: Hourly rate for 25 year Lieutenant/Paramedic x .115

Out of class overtime shall be determined by multiplying the affected employees' overtime hourly rate by 1.16 for Lieutenant and 1.115 for Captain.

**Section 2. Lieutenants.** A lieutenant shall not be eligible for out of class pay as a captain unless the absence of the captain exceeds ten (10) consecutive shifts, in which event the lieutenant acting as captain shall be paid at the rate of pay for captain for all subsequent hours worked at that classification.

The following is a clarification for the position classification of lieutenant for which a senior firefighter shall be paid out-of-class pay at the current rate for lieutenant:

- Any qualified senior firefighter assigned to act as lieutenant in the absence of the regularly assigned lieutenant or captain.
- Any qualified senior firefighter assigned to a mobilization event, approved by the District, who functions in the role of Single Resource Boss-Engine.
- Any qualified senior firefighter in charge of a callback company authorized by the District.
- Any qualified senior firefighter in charge of a brush engine or engine when the crew is split for a wildland response.

Splitting or reconfiguring crews for the performance of functional or geographic position or incident management assignments shall not constitute eligibility for out-of-class pay.

A "company" for the purpose of this Article is an engine, ladder, brush engine or medic unit with a crew of two or more.

The minimum increment for out of class pay shall be to the nearest half-hour.

**Section 3. Dozer Program Premium.** Any qualified dozer boss or dozer operator working in such capacity shall receive a hazard premium of \$6.00 per hour above their regular hourly rate for all hours assigned. The hazard premium shall be included in FLSA overtime calculations.

## Article 22

### Payroll Deduction of Union Dues

**Section 1. Deductions.** The District agrees to deduct, bi-monthly, dues and assessments, as certified to be current by the secretary of the Union, from the pay of those employees who individually request, in writing, that such deductions be made. The total amount of bi-monthly deductions shall be made payable to the Union. This authorization shall remain in effect for the duration of this Agreement.

## Article 23

### Medical and Dental Insurance

**Section 1. Medical Insurance.** The specified medical insurance program for the District is the *Plan \$100* provided under the *Northwest Fire Fighters Benefits Trust*.

The District will pay 100 percent of the specified medical insurance program premiums for full-time employees and their dependents.

To the extent allowed by the *Northwest Fire Fighters Benefits Trust*, employees may elect the *Plan \$50* medical insurance plan, the cost differential of which shall be deducted from the employee's base pay.

Beginning in 2016, as a District cost-control measure, the District cost of any medical insurance program shall be capped at 100% of the Plan \$100 referenced above, not to exceed 115% of the prior year cost. Any cost in excess of that amount shall be shared equally by the District and the Union. To determine the annual liability of the Union, the shared amount shall be divided by the number of current bargaining unit employees and then subsequently divided by twelve (12). The resultant figure shall not exceed 1½% of the Senior Firefighter salary.

Because of uncertainty and unpredictability in medical insurance program availability, coverage and costs in the long term, either the District or the Union may, at any future time, request that the specified medical insurance program be either reconsidered or discontinued and a mutually agreeable alternative plan be implemented. If the cost of a new plan is less than the total cost of the plan being replaced, the difference shall be utilized to offset future cost increases in excess of the 115% percent cost control provision.

**Section 2. Prescription Safety Lenses.** The District will pay 100 percent of the cost of prescription safety lenses for full-time employees.

**Section 3. Dental Insurance.** The District will pay 100 percent of the cost of dental insurance premiums for full-time employees and their dependents provided under the Delta Dental (Washington) Plan 4 as provided by the *Northwest Fire Fighters Benefits Trust*.

## Article 24

### Life Insurance

**Section 1. Premiums.** The District agrees to select, furnish and pay 100 percent of the premiums for a \$50,000 term life policy for all full-time employees.

## Article 25

### Disability Insurance

**Section 1. Disability Insurance for Non-Union LEOFF II Personnel of the District.** The Union shall offer long term disability insurance for all employees of the District who are members of the Washington State LEOFF II Retirement Program, including non-bargaining unit employees, as offered to members of the Union.

## Article 26

### Physical Exams

**Section 1. Basis for Physical Examinations.** Routine physical examinations are deemed to be a benefit to the employee, and such physical examinations are seen by the parties as in the best interest of both the District and employees. Regular physical examinations are an integral part of effective preventative medicine. Both the District and the Union have an abiding and continuing interest in the health and fitness for duty of all employees. It is particularly acute for line personnel, where our ability to provide services and assure both personal and team safety is dependent on health and fitness for duty.

**Section 2. Cost of Physical Exams.** The District shall pay for the full cost of all physical examinations provided for in this Article.

**Section 3. Medical Requirements for Firefighters.** *NFPA 1582 Comprehensive Occupational Medical Program for Fire Departments, 2013 Edition*, or successor NFPA standard, shall be utilized by the examining physician in determining fitness for duty as a firefighter.

**Section 4. Physician.** The District shall designate an examining physician who is qualified in all respects to conduct the physical examinations of firefighter personnel and provide reliable firefighter fitness evaluations based on *NFPA 1582 Comprehensive Occupational Medical Program for Fire Departments, 2013 Edition*, or successor.

**Section 5. Routine Physical Exams.** All full-time employees shall have routine physical examinations by the District-designated physician as follows:

- Physical Exam:
  - Every 3 years to age 30.
  - Every 2 years, ages 30 to 40.
  - Every year, age 41+.
- Chest X-Ray:
  - Every 3 years.
- PSA:
  - Every year, age 50+.

Physical exams shall be complete and comprehensive, consistent with *Appendix B* to this Agreement.

The District shall direct the employee to have a physical examination, which examination will be scheduled by the District with its designated examining physician. Examinations shall be conducted while personnel are on duty or the employee shall be compensated for exams conducted during non-work periods.

Failure to submit to a District-directed physical examination shall be cause for discipline.

**Section 6. Release by Treating Physician.** Any employee who has been on injury/sick/medical leave may be required to provide to the District a written release for return to duty from the employee's treating physician.

**Section 7. Fitness for Duty Exams.** Any employee who has been on injury/sick/medical leave may be required by the District to pass a special fitness-for-duty examination conducted by the District-designated examining physician as a condition precedent to the return to duty. This exam shall be conducted immediately upon written release for return to duty by the employee's treating physician, and shall be paid for by the District.

The special fitness for duty exam by the District designated physician shall be confined to an evaluation of the condition(s) for which the injury/sick/medical leave was incurred and affected overall fitness for duty.

The District, with just cause and in its sole discretion, may direct an employee to have a fitness-for-duty examination conducted by the District-designated examining physician.

**Section 8. Fitness for Duty Report.** For any physical examination, the examining physician shall provide the District with verification that the employee is fit to perform their regularly assigned duty on the *Report of Medical Examination* form, *Appendix C*.

## Article 27

# WSCFF Employee Benefit Trust for Health Premium Reimbursement after Retirement and Health Reimbursement Arrangement / VEBA Plan

**Section 1. MERP Monthly Payment.** The District shall pay one hundred fifty dollars (\$150.00) per month to the *Premium Reimbursement Plan of the Washington State Council of Firefighters Employee Benefit Trust* (providing for health premium reimbursement after retirement) for each LEOFF Plan II bargaining unit member eligible for participation in that program.

**Section 2. Health Reimbursement Arrangement / VEBA Plan.** The District shall provide a Health Reimbursement Arrangement / Voluntary Employees' Beneficiary Association (HRA/VEBA) for full-time bargaining unit employees.

a. The methods of funding the HRA/VEBA Plan shall include:

- 1) Employer \$100 per month contribution.
- 2) Employee unused short term sick leave cash out at retirement.
- 3) Employee unused vacation cash out at retirement.

# Article 28

## Clothing

**Section 1. District Provision of Clothing.** The District agrees to provide the clothing required of all full-time employees by the District Rules and Regulations or Standard Operating Procedures.

New full-time employees will receive clothing items as listed in Section 5 of this Article.

All clothing and equipment purchased and worn as personal protective equipment shall comply and be used and maintained in accordance with adopted Washington State safety standards.

**Section 2. Dress Uniform.** The District will provide (making arrangements with a vendor) and pay for one dress uniform for each *non-probationary* full-time employee. The dress uniform of the District shall be as prescribed by District procedure.

Dress uniforms are to be kept in good condition by the employee.

**Section 3. Clothing Replacement.** The District agrees to replace or repair any items of required clothing or equipment damaged or which otherwise are unserviceable. All such clothing or equipment will be reported to the District immediately and turned in at the next regular shift of the employee. All clothing will be either repaired as soon as practicable or replaced as per availability from the manufacturer or vendor.

**Section 4. Exemption.** Employees not required by the District Rules and Regulations or Standard Operating Procedures to wear specified clothing items are not entitled to clothing under this Article.

**Section 5. Clothing List.** The District will provide each new full-time employee with the following items on, or before, the first day assigned to duty:

- 3 pair uniform pants
- 3 class B uniform shirts
- 2 uniform T-shirts
- 2 uniform sweatshirts
- 1 uniform belt
- 1 uniform coat
- 1 pair leather work boots approved by the District,
- 1 uniform badge
- 1 name tag
- 1 set collar brass for officers (Lieutenant or Captain)

All uniforms will be worn in accordance with District regulations regarding uniform and appearance.

Upon termination of employment for any reason, all items except T-shirts, sweatshirts and boots shall be turned back in to the District.

**Section 6. Care of Clothing.** Employees shall make a good faith effort to take responsible care of the clothing provided by the District.

## Article 29

### Holidays

**Section 1. Holidays.** Holidays are as follows:

- A. New Year's Day, January 1
- B. Martin Luther King Day, 3rd Monday of January
- C. Presidents' Day, 3rd Monday of February
- D. Memorial Day, last Monday of May
- E. Independence Day, July 4
- F. Labor Day, 1st Monday in September
- G. Columbus Day, 2nd Monday of October
- H. Veteran's Day, November 11
- I. Thanksgiving Day, 4th Thursday in November
- J. Christmas Day, December 25

Employees shall be granted two (2) unpaid holidays each calendar year for reasons of faith or conscience or for an organized activity conducted under the auspices of a religious denomination, church, or religious activity. Unused days do not carry over from year to year.

**Section 2. Holiday Compensation.** Special holiday compensation shall be paid to full time fire suppression employees as follows:

- 24 Hour Work Schedule: 80 x Regular Hourly Rate

This payment shall be made as a single payment in the last payroll period of the month of November, EXCEPT:

- 1) Staff Officers: See Article 11, Section 5, and
- 2) Fire suppression employees with less than twelve (12) months of continuous employment with the District as of November 30, in which event the holiday compensation set forth above shall be prorated for the number of days employed in the twelve month period ending November 30.

The holiday compensation set forth above is in addition to regular pay for all hours worked on a holiday.

## Article 30

### Vacation

**Section 1. Vacation Accrual.** Full-time fire suppression employees shall accrue vacation time in accordance with the following schedule:

Completed Service	Vacation Accrual in Hours Per Month
<b>24 Hour Work Schedule</b>	
0 - 23 months	8.5
> 23 - 59 months	10.5
> 59 - 119 months	14.5
> 119 - 179 months	20.0
> 179 - 239 months	24.0
> 239+ months	26.0

Full-time employees assigned to a 40 work week schedule shall accrue vacation time in accordance with the following schedule:

Completed Service	Hours Per Month
0 - 23 months	6.7
> 23 - 59 months	8.3
> 59 - 119 months	11.5
> 119 - 179 months	15.8
> 179 - 239 months	18.9
> 239+ months	20.5

The service time to be used for determining vacation accrual for lateral entry personnel shall include their prior service time as a career firefighter with any other fire protection agency/agencies.

**Section 2. Recalculation of Vacation.** All accumulated vacation held by an employee who is transferred from a 24 Hour Work Schedule to the 40 hour work week or vice-versa shall be recalculated using the time basis of the position being taken, i.e., ratio of annual regular hours:

- 24 Hour Work Schedule → 40 Hour Work Schedule: 2,595 → 2,080; 1:0.8015

**Section 3. Vacation Accrual Suspensions during Leave.** An individual employee's vacation accrual will cease:

- A. During any period of *Extended Sick Leave* (see Article 33) except: Time on light duty assignment.
- B. During any period of *Extended Family Medical Leave* (see Article 34).
- C. During any period of approved unpaid leave.

**Section 4. Vacation Accrual Limit.** Full-time employees may accrue the maximum number of hours accruable in a 12 month period at the respective rates.

Employees that exceed the 12 month accrual limit shall have the amount of hours in excess of the limit transferred to their extended sick leave bank provided;

- a. The employee scheduled one year of accrual as scheduled vacation in round one of scheduled vacation selection.

For purposes of this section and defining the intent of "accrual limit excess"; the accrual limit will be evaluated at the end of the calendar year, not monthly. In this way an employee may choose to take the majority of their accrued vacation late in the calendar year and not be subject to losing their accrued vacation due to exceeding their limit within a given month.

**Section 5. Vacation Selection.** Vacation slots shall be established by the District. The District shall establish enough vacation slots to allow each employee from the respective shifts to schedule one (1) year of accrued vacation time. No more than two (2) employees may select vacation for any given day.

Vacation slots established prior to the affected year shall be available for use throughout the entire year.

Vacation may not be approved if it results in less than the minimum number of paramedic personnel required to maintain dedicated ALS staffing or results in an inadequate number of officers or officer qualified personnel available for the shift.

Except as provided:

- Vacation selection is limited to Scheduled Vacation.
- When less than seven (7) paramedics are assigned to a shift then up to two (2) paramedics may select vacation without regard to a paramedic being assigned to a Kelly Day.

*Scheduled vacation*, defined as vacation picks made prior to December 15 of each year for the following year, shall be:

- Scheduled without consideration of the Kelly Day schedule.

- Selected in order of descending seniority utilizing a two (2) round process.
  - Employees are limited in the first round to the number of hours accrued in a calendar year. This amount shall be based on the accrual rate for the calendar year in which scheduled vacation selections are being made. If the accrual rate does not equal a full shift, the amount of hours available to schedule shall be rounded up to establish the total amount of shifts available to select, provided the employee will have the hours available when the vacation is taken.
  - Employees may schedule the balance of available hours in the second round of selections.
- In accordance with a procedure established by the District.

Personnel that are scheduled to be assigned to different work schedules in a calendar year shall have their available hours for selection pro-rated based on time spent assigned to each respective work schedule.

*Unscheduled vacation*, defined as vacation picks made on or after January 1 of any year for vacation during that year. Unscheduled vacation shall be granted on the basis of first come, first served, without regard to seniority. A minimum of three (3) days advanced notice is required for vacation requests, provided: A chief officer, at his discretion, may waive the three-day advance notice requirement if prescribed approval criteria are met and there is justifiable reason for the short notice.

**Section 6. Vacation Increments.** *Scheduled vacation* shall be in increments of no less than full shifts. *Unscheduled vacation* shall be taken in increments of four (4) or more hours.

**Section 7. Floating Personal Leave Day for Staff Officers.** Staff officers assigned to weekdays shall be entitled to one hundred twenty (120) hours of personal leave per calendar year (not accruable) which may be taken in increments of one (1) hour or more in full hours.

**Section 8. Vacation Buy Back.** Employees who have unused accrued vacation at the time of retirement shall be paid for their unused time at their current bargaining unit hourly rate except as otherwise provided in this Article.

**Section 9. Retirement Notification.** Prior to the beginning of scheduled vacation picks, employees who are eligible to retire or who may become eligible to retire during the next calendar year are requested to notify the District of their retirement plans *for succession planning purposes only*.

Employees who retire with less than thirty (30) days notice to the District, except for retirement due to medical condition, disability or termination, shall forfeit any accrued or scheduled vacation and shall not be eligible for vacation buyback.

# Article 31

## Shift Trades

**Section 1. Shift Trade.** Employees may request the exchange of shifts, subject to the limitations prescribed in Section 2 of this Article, with other qualified employees with the approval of the Fire Chief, Assistant Chief or a Deputy Chief. The denial of a shift trade by the Fire Chief shall be final, and is not subject to appeal for any reason.

A shift trade will only be considered for approval when accompanied by a pay-back of the requested shift trade, and both trades must be cleared and approved for either to be effective.

*Note: Exception to this condition for Union business shift trades is provided in Section 7 below.*

**Section 2. Limitations on Shift Trades.** A paramedic may shift trade with any other paramedic. An exception may be requested, provided an adequate number of paramedics will be on duty to staff dedicated ALS units, however this in no way shall constitute a guarantee of approval.

Shift trades may not be approved if they result in a shift schedule (at the time of approval) that does not provide an adequate number of qualified personnel to fill officer positions.

Shift trades shall be taken only in the following blocks of time:

- Taken in increments of four (4) or more hours.
- Early Shift Change 0600-0700 or 0700-0800 = 1 hour increment.

Approved requests must be taken in accordance with the original request or cancelled in its entirety. Cancellation requests must be submitted with twenty-four (24) hour advanced-notice.

**Section 3. Overtime.** Shift trades will not result in overtime, provided that an employee working a shift trade who is injured while on duty shall have no further responsibility for that shift trade and an employee called in for replacement may receive overtime pay.

**Section 4. Responsibility.** The employee who accepts the shift trade assumes the responsibility for that shift.

**Section 5. Shift Trades for Union Business.** Officials of IAFF Local 2916 may secure "shift trades" for the purpose of conducting Union business. These "Union shift trades" shall not require a "pay-back" trade. The Fire Chief, at his/her sole discretion, may waive incremental limitations for Union shift trades.

## Article 32

### Union Business

**Section 1. Union Business.** A Union official who is an employee in the bargaining unit will be granted time off without pay or a shift trade for conducting Union business, provided the following conditions are met:

- A. The employee notifies the Fire Chief at least forty-eight (48) hours prior to the time off.
- B. There are sufficient qualified employees available to staff the District during the requested time off. If necessary, Union officials will utilize shift trades to meet this requirement.
- C. Two (2) members of the Union negotiating team, if on duty on scheduled meeting dates, shall be allowed to attend mutually agreed-to negotiation meetings, provided that they shall respond as required to emergencies.

## Article 33

### Sick Leave

**Section 1. Sick Leave.** Employees of the District covered by Plan II of the Washington State Law Enforcement and Firefighters Retirement System (LEOFF II, effective October 1, 1977) are allowed sick leave in accordance with this Article.

**Section 2. Annual Basic Sick Leave: Annual Allowance.** Employees shall be credited with *Annual Basic Sick Leave* on January 1 of each year as follows:

- *24 Hour Work Schedule* 168 hours
- *Staff Officer* 134 hours

New employees, hired after January 1 of any year, shall be credited with the prorated number of hours of sick leave for the position for the remainder of the calendar year.

**Section 3. Annual Basic Sick Leave: Use.** *Annual Basic Sick Leave* may only be used by the employee for the following reasons:

- A. An illness or injury incapacitating the employee.
- B. Exposure to a contagious disease, during which period his/her attendance at work would constitute a health threat to other employees or the public.
- C. Medical doctor or dental appointments for staff officers.
- D. Personnel assigned to the 24 hour work schedule may request an exception to this provision if appointments are not available on a scheduled day off. The request must include supporting rationale for the exception.

- E. A family medical emergency situation.
- F. Birth of an employee's child.

Sick leave may not be used for any other reason, including additional annual leave (vacation) or any other compensation.

At the end of each calendar year, the unused hours of each employee's *Annual Basic Sick Leave* shall be added to the employee's *Extended Sick Leave* bank or paid to the employee at the rate of one hour of regular pay per two (2) hours for all hours; provided the employee has more the 1268 hours if assigned to 24 Hour Work Schedule and 1024 hours if assigned to the 40 Hour Work Schedule.

Any use of *Annual Basic Sick Leave* in excess of that allowed by this Section shall be unpaid, provided: Employees may utilize annual leave as sick leave with the approval of the Fire Chief.

**Section 4. Extended Sick Leave: Allocation.** New employees hired (does not include employees re-hired for any reason) during the term of this Agreement shall be credited with *Extended Sick Leave* at the time of hire as follows:

- 24 Hour Work Schedule 1,014 hours
- Staff Officers (40 hours per week work schedule) 819 hours

Employees who sever employment for any reason during the term of this agreement shall be credited with the total hours of extended sick leave available at termination upon re-hire.

An employee's bank of *Extended Sick Leave* shall be credited on January 1 of each year with any unused *Annual Basic Sick Leave* in accordance with Section 3.

**Section 5. Extended Sick Leave: Use.** *Extended Sick Leave* may be used by an employee for an instance of sick leave requiring additional leave after the use of:

- 48 hours of *Annual Basic Sick Leave* by employees other than Staff Officers, or
- 40 hours of *Annual Basic Sick Leave* by Staff Officers, for the following reasons:
  - 1) Incident of illness or injury incapacitating the employee.
  - 2) Incident of exposure to a contagious disease, during which period attendance at work would constitute a health threat to other employees or the public.
  - 3) Incident of *Extended Family Medical Leave (Paid)* as defined in Article 34 of this Agreement.

*Note: In all instances, all employees (except Staff Officers) must use 48 hours (40 hours for Staff Officers) of Annual Basic Sick Leave before accessing Extended Sick Leave.*

**Section 6. Medical Verification Requirement for Extended Sick Leave.** An employee on *Extended Sick Leave* must be under the care of a physician and must

provide the District with verification of condition from the physician to access the *Extended Sick Leave* benefit.

During any period of *Extended Sick Leave* use, the District may require periodic reports from the physician of the employee's condition and prognosis for return to work.

**Section 7. Donation of Sick Leave.** Employees may donate *Extended Sick Leave* hours to an employee on *Extended Sick Leave*. Each employee may donate up to forty-eight (48) hours of leave per calendar year. Bargaining unit employees may also receive sick leave hours from non-bargaining unit employees. Pay back of hours donated is not required.

**Section 8. Vacation Accrual During Extended Sick Leave.** An employee on *Extended Sick Leave* shall not accrue vacation time unless the employee is assigned to light duty in accordance with Section 8 below.

**Section 9. Light Duty During Extended Sick Leave.** An employee on *Extended Sick Leave* shall be subject to light duty assignment at the discretion of the District.

Light duty for non-duty related *Extended Sick Leave* use shall be voluntary.

Light duty shall be for any work assigned by the District that can be performed by the employee in consideration of the employee's physical condition and ability. As a precondition of light duty, the employee shall provide a statement from his/her treating physician outlining, in detail, what work limitations must be observed over the course of the assignment.

Personnel cleared for light duty assignments may be assigned to any work schedule in this agreement, provided there is work to be performed that meets the physicians' statement of condition and ability. All of the provisions and benefits of applicable work schedules shall apply. Personnel assigned to the 40 hour work week shall be treated as a temporarily assigned staff officer.

They will not be eligible for out of class pay for work performed in that position unless otherwise as provided in Article 21 Section 2. The provisions of this agreement pertaining to an employee thus assigned, including the conversion of time, accrual and utilization of benefits shall apply.

*Exception:* Required additional sick leave pertaining to prescribed treatment or care of the original injury, illness or condition of an employee on light duty assignment shall be taken as extended sick leave, not annual basic sick leave.

Employees assigned to a 40 hour light duty schedule shall have all accruable benefits recalculated using the formula for transfer of an employee from a 24 hour work schedule to a 40 hour work schedule listed in Article 30, Section 2 of this agreement.

No sick leave, either annual or extended, may be taken for any purpose other than as prescribed by Article 33, Section 3 of this agreement.

**Section 10. Sick Leave Record.** Sick leave records shall be maintained to the nearest half-hour, one hour of leave for each one hour of absence. Only hours taken during the scheduled work period of the employee shall be recorded.

**Section 11. Verification of Sickness.** The District may require the employee to provide a doctor's verification that the employee or dependent is/was sick. If the District exercises this option, the District shall pay for any reasonable cost incurred by the employee in obtaining such verification.

The District may contact the employee to verify the sickness of the employee or a dependent of the employee.

**Section 12. State Payments for Work Time Loss.** The Washington State Department of Labor & Industries should not make any payments to an employee for work time loss when the employee is continuing to receive his/her full compensation from the District under the *Annual Basic Sick Leave* or *Extended Sick Leave* provisions of this Agreement. If, however, any such payments are received by an employee, those payments are to be immediately turned over to the District, and in this event, the amount of the payment shall be divided by the employee's hourly wage rate and the resultant number of hours shall be credited to the employee's *Extended Sick Leave* bank. In the event the employee's *Extended Sick Leave* bank is full, the resultant number of hours shall be credited to the employee's *Annual Basic Sick Leave* bank.

**Section 13. Extended Sick Leave Limits.** *The intent of the extended sick leave provision is to provide up to six months of sick leave for an incident of prolonged disability or illness.* An incident ends when the employee is returned to full duty.

The provision for a light duty assignment is made as a means for the preservation of accumulated extended sick leave in the event of a second incident, not as a means of allowing for extension of absence from regular duty assignment beyond six months for a single incident or cause.

In keeping with the intent expressed above, an employee shall not be allowed to take more than six months of total continuous personal leave for any single incident or cause except as provided below. This six month period may not be extended by the use of vacation time, basic sick leave, any remaining extended sick leave or any other means except as provided below. A leave period of less than six months may be extended up to, but not beyond, a total of six months by the use of vacation time, basic sick leave or other accumulated personal leave.

At the end of six months of leave from regular duty assignment, the employee shall be fully evaluated by District-designated physician(s) for fitness to return to regular duty. This evaluation shall fully consider both fitness for return to full duty at the time of the

evaluation and, if not then fit, the prognosis and prospects for return to full duty at a later time.

- *If the employee is found fit for return to duty, the employee shall be returned to regular duty assignment immediately.*
- *If the employee is found unfit for immediate return to regular assigned duty, but the prognosis for regaining fitness for regular duty is both conclusively favorable and definitively certain as to time, then the Fire Chief, at his sole discretion, may grant additional personal leave time as either earned and accumulated personal leave if the employee has such personal leave time remaining or unpaid long term sick leave, for a time to be determined solely by the Fire Chief. If the employee is determined unfit for return to regular duty at the end of this term of additional leave time granted by the Fire Chief, the employee shall then be immediately terminated.*
- *If the employee is found unfit for immediate return to regular assigned duty and the prognosis for regaining fitness for regular duty is either unfavorable or uncertain as to time, then the employee shall be immediately terminated.*

In the event of termination, the employee shall be compensated for any remaining unused personal leave time in accordance with the provisions for such compensation in this Agreement.

## Article 34

### Family Medical Leave

**Section 1. Extended Family Medical Leave Allowance – Paid.** The District will allow up to twelve (12) calendar weeks in rolling 12-month period for paid *Extended Family Medical Leave* only for the following purpose:

- Care for a child under age 18 who is suffering from a health condition that requires treatment or supervision as defined by the Washington Family Care Act.

**Section 2. Use of Extended Sick Leave for Extended Family Medical Leave.** The District will allow an employee to use their *Extended Sick Leave* for paid *Extended Family Medical Leave* only for the care of:

- A. A child of the employee with a health condition that requires treatment or supervision, or
- B. A spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition, as defined by the Washington Family Care Act.

**Section 3. Use of Other Earned Leave for Family Medical Leave.** An employee may elect to use other earned and accrued paid leave (vacation or compensatory time) as *Extended Family Medical Leave* for qualified events (see Section 2 above). Such election by an employee shall be submitted in writing to the District for the purpose of proper accounting of leave balances.

**Section 4. Prerequisites for Extended Family Medical Leave.** Unless prevented by a medical emergency, an employee wishing to take *Extended Family Medical Leave* must provide thirty (30) days notice of the dates he/she intends to begin and return from leave.

The employee shall provide a physician's certification which documents the need for and duration of *Extended Family Medical Leave*. The District may request an objective medical examination to verify the need for leave, and the District shall pay for such examination.

**Section 5. Vacation Accrual During Extended Family Medical Leave.** An employee on *Extended Family Medical Leave* shall not accrue vacation time.

## Article 35

### Bereavement Leave

**Section 1. Bereavement Leave Period.** In the event of a death occurring in the immediate family of any employee, the employee shall be granted scheduled work time off without loss of pay as follows:

- Line Firefighter assigned to 24 Hour Work Schedule                      Up to 48 hours
- Staff Officer    Up to 40 hours

**Section 2. Immediate Family.** The immediate family is defined as:

- A. Spouse and children of employee.
- B. Step-children and children under legal guardianship.
- C. Biological or step mother, father, brother, and sister of employee.
- D. Biological or step mother, father, brother, and sister of employee's spouse.
- E. Grandmother or grandfather of employee.
- F. Grandmother or grandfather of employee's spouse.

## Article 36

### Maternity Leave

**Section 1. Maternity Leave.** An employee experiencing pregnancy during the term of this Agreement shall be allowed unpaid leave as required by law. Sick leave and vacation leave may be used in lieu of or to extend maternity leave.

## Article 37

### Education

**Section 1. District Support of Education.** Education and training are recognized as cornerstones of a successful fire service career. The active participation in and successful completion of education and training programs applicable to fire service career objectives and advancement is strongly encouraged.

The program set forth in this Article is intended to lend direct support to those employees that engage in relevant education preparatory to fire service career advancement. It provides for limited and conditional payment by the District of certain employee education expenses.

**Section 2. Education Definitions.** “Higher Education” is defined as college-level education accredited toward an academic degree, i.e., AA, BA, MA.

“Special Training and Education” is defined as non-academic training or education related directly to present or prospective fire service position responsibilities or assignments with the District.

**Section 3. Pre-Approval of Education.** Pre-approval of education by the Fire Chief is a prerequisite for any education expense reimbursement.

The employee shall submit an *Education Request* to the Fire Chief prior to registering for or beginning the course. Expense reimbursement, in whole or in part, may be granted by the Fire Chief when and if, in the sole discretion of the Fire Chief, the benefit to the District merits such support. The Fire Chief will take into consideration the following factors:

- A. Needs of the District relative to the present, eligible or prospective position assignment of the employee, i.e., job nexus.

- B. The budgeted expense plan allocation for higher education expense, including the effects of other known or anticipated requests.
- C. Operational staffing considerations, with particular attention given to the arrangements made by the requesting employee for avoiding the incidence of overtime.

**Section 4. Class Attendance.** Employees enrolled in accredited and District-approved education may be entitled to limited flexibility in regular work schedules to accommodate class attendance as determined and pre-approved by the Fire Chief.

To accommodate class attendance requirements only, limitations imposed by the terms of this Agreement pertaining to shift trades, compensatory time, and vacation may be waived upon prior request by the employee and approval of the Fire Chief.

As a general principle, education will be approved subject to the employee making shift trades as necessary to assure that minimal operational staffing is maintained without incurring overtime. However, if, in the sole judgment of the Fire Chief, the benefits to the District of the education outweigh the staffing consideration, the Fire Chief may grant an education request requiring overtime staffing in whole or in part. An *Education Request* shall clearly indicate any and all overtime staffing that will be incurred.

**Section 5. Reimbursement of Education Expense.** The District agrees to reimburse employees for limited direct expenses incurred in attending higher education courses that have been pre-approved by the Fire Chief upon proof of successful course completion, which shall be evidenced by a copy of the course grade and credit report.

The employee must complete the course and receive a passing grade to be eligible for expense reimbursement for any approved education, except in the event of circumstances beyond the control of the employee such as personal illness or injury, death in the family, or lack of sufficient manpower to allow him/her to attend class.

Expense reimbursements for higher education will be limited to expenses incurred for tuition, books, and other materials required by the instructor.

**Section 6. Pay.** If the approved educational classes fall on a normally scheduled work day and authorized leave has been granted, the District will pay the normal daily wage to the employee.

**Section 7. Expenses of Special Training and Education.** The expenses of special training and education will be paid per District policy and procedure, including:

- Registration fees.
- Transportation: Public transportation and necessary car rental expense, personal car mileage, or District-provided transportation.
- Food and lodging.

**Section 8. Degree Programs.** A predecessor labor agreement between the parties, effective for the years 2004 – 2006, provided that “successful completion of degree programs shall be recognized by additions to the monthly pay of the employee. This provision is not included in this Agreement, however, any employee receiving an education premium to his monthly pay in December 2006, in accordance with the prior agreement referenced, shall continue to receive it for the duration of this Agreement.

## Article 38

### Employee-Management Meetings

**Section 1. Employee-Management Meetings.** The negotiating committee for the employees and the negotiating committee for the District may conduct employee-management meetings for the purpose of resolving problems that may arise. Meetings may be requested by written notice from either party and shall be scheduled and held within fourteen (14) days after giving the notice.

## Article 39

### Grievance Procedure

**Section 1. Settlement of Grievances.** Grievances or disputes which may arise involving the interpretations and applications of this Agreement shall be settled as provided in this Article.

**Section 2. Compliance with Agreement.** No settlement of a grievance with any employee shall be contrary to the terms of this Agreement.

**Section 3. Resolution by Meeting.** Nothing in this Agreement shall preclude the right of the two parties to meet and discuss the grievance in an attempt to resolve the issue.

**Section 4. Preliminary Grievance Procedure.** An employee or group of employees who feel they have a grievance shall initially present such grievance to the employee's immediate supervisor, who shall attempt to resolve it with the individual alleged to have taken the aggrieved action within seven (7) calendar days of its occurrence or when it reasonably should have come to the attention of the employee, whichever is later.

**Section 5. Formal Grievance Procedure, Step 1: Presentation to Chief.** If the grievance is not resolved in the preliminary procedure, a written and signed petition shall be filed with the Union Grievance Committee within fourteen (14) calendar days of

its occurrence or when it reasonably should have come to the attention of the employee, whichever is later. The Union Grievance Committee, upon receiving such a petition, shall determine if a grievance exists. If in its opinion no grievance exists, no further action will be taken.

If a grievance does exist, it shall, with or without the physical presence of the aggrieved employee, present the grievance to the District Chief, Assistant Chief, or Deputy Chief, in writing, within thirty (30) calendar days of its occurrence, or when it reasonably should have come to the attention of the employee, whichever is later. The District Chief, Assistant Chief, or Deputy Chief shall respond within fifteen (15) calendar days after it has been presented to him/her. The written grievance shall include the specific Article(s) or Section(s) of the Agreement allegedly violated, the facts, and remedy sought.

**Section 6. Formal Grievance Procedure, Step 2: Presentation to the District Board of Commissioners.** If the Union is not satisfied with the response of the District Chief, Assistant Chief, or Deputy Chief, the grievance may be presented in writing to the Board of Commissioners, together with all pertinent materials, by the Union within fifteen (15) calendar days of receipt of the response of the District Chief, Assistant Chief, or Deputy Chief, or failure to timely respond. The Board of Commissioners shall attempt to resolve the grievance within twenty-one (21) calendar days. If requested by the Board, the Union shall meet with the Board to attempt to resolve the grievance. If no response is submitted by the Board within twenty-one (21) calendar days after it's receiving the grievance, the grievance may be moved to the next step.

**Section 7. Formal Grievance Procedure, Step 3: Arbitration.** If a grievance involving the interpretation or application of this Agreement is not resolved in accordance with the foregoing procedure (Sections 5 and 6 hereinabove), it may be submitted in writing for arbitration within fifteen (15) calendar days after receipt of the answer of the Board of Commissioner or their failure to act.

The arbitrator shall be a member of the American Arbitration Association (AAA) or on the Public Employment Relations Commission (PERC) list (absent agreement by the parties, the list to be used shall be decided by a coin flip) and shall be selected in accordance with the established procedures of AAA or PERC, whichever is used.

The cost of arbitration shall be borne equally by the parties.

The arbitrator shall render his/her decision, based on his/her interpretation and application of this Agreement. The decision shall be final and binding upon the parties to the grievance, provided that the decision does not require or involve action by the District which is beyond its power or jurisdiction, and provided further that the decision of the arbiter is not arbitrary or capricious, or exceeding his/her authority.

**Section 8. Power to Alter Agreement.** Neither the arbitrator nor any other person or persons involved in the grievance procedure shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.

**Section 9. Time Limits.** The time limits specified herein are to be strictly construed. Failure by the grievant or Union to comply with any time deadlines specified herein will render the grievance waived.

The District and the Union may agree to extend the time limits of any of the above steps if mutually agreed to by both parties.

Failure by the District to timely respond shall allow the Union to move to the next step.

**Section 10. Construction.** No part of this Article shall be construed to mean that the Union cannot lodge a grievance and process it through the various steps to arbitration in accordance with, and subject to, the provisions hereof. The right of the Union to so lodge and process a grievance is confirmed and an employee may be represented at any stage of the grievance by the Union.

## Article 40

### Advanced Life Support Services

**Section 1. District ALS Service.** *The District shall determine the numbers of qualified staffing required to provide the type, level, and quality of service of the District, and shall seek to employ, assign and retain qualified employees in keeping with that determination.*

The Board of Commissioners of the District may determine that the District should ideally retain a given number of firefighter-paramedic personnel (not including fire officer-paramedics) for the efficient provision of the District's dedicated ALS medic service. The District may have more or less firefighter-paramedic personnel than this ideal number at any time. Nothing in the District determination of its objective of having any prescribed number of firefighter-paramedic personnel is seen as having any bargainable impacts on any Union members, either individually or collectively.

**Section 2. Firefighter-Paramedic Positions.** Under the provisions of Article 5 of this Agreement, the District has the exclusive right to assign and schedule work and determine job content. The position of firefighter-paramedic (including fire officer-paramedic) in the District is reaffirmed (with the District-adopted job descriptions), and the right of the District to assign its paramedic employees to perform paramedic services is also reaffirmed. A firefighter-paramedic may be temporarily assigned to non-paramedic duty but shall continue to receive the paramedic compensation premium when so assigned.

**Section 3. Paramedic Employees.** In keeping with the intent of both the District and its employees, paramedic-qualified personnel employed by the District as paramedics and assigned by the District to perform as paramedics shall act in their assigned firefighter-paramedic (including fire officer-paramedics) positions as a condition of employment

except as otherwise provided in this Article, and may not unilaterally decertify as paramedics, but may request to do so as provided by this Article.

*For paramedic-qualified personnel assigned by the District to perform as paramedics, continuous active Washington State certification as a paramedic is a condition of employment except as otherwise provided in this Agreement.*

The District shall provide required ALS equipment and supplies on all apparatus and units that the District designates as ALS units.

**Section 4. Paramedic Certification Renewal.** Employees assigned as paramedics are responsible for maintaining continuous active Washington State paramedic certification as a condition of employment except as otherwise provided in this Agreement. The District shall support its paramedic employees in the fulfillment of training, education and experience requirements prerequisite to recertification. The state-required periodic certification renewal is the responsibility of the employee, and no period of inactive status pending renewal shall be allowed, except: The Fire Chief may allow up to ninety (90) days of inactive status due to emergency circumstances interfering with the recertification process.

**Section 5. Paramedic Transfer to a Non-Paramedic Position.** The District recognizes that reasons may arise for a paramedic employee to request that the District allow transfer to a non-paramedic (i.e., firefighter or officer-firefighter) position.

A paramedic employee wishing to transfer to a non-paramedic position may submit a written request to the Fire Chief asking District permission for that transfer. The request shall set forth the reason and the proposed effective date. Requests will be handled on a seniority basis in conjunction with the needs and interests of the District.

*Prerequisites for requesting transfer to a non-paramedic position are:*

- Minimum six months notice to the District. This notice requirement may be waived at the discretion of the District.
- Minimum of ten (10) years of service with the District as a paramedic.
- Unless otherwise determined by the District, only one (1) request per calendar year will be accepted, and a request shall be valid for the balance of the calendar year in which it was submitted.

*Prerequisite for approval of a request to transfer to a non-paramedic position is:*

- Existence of an open position in the non-paramedic ranks that the requesting paramedic is qualified to fill. "Open position" is defined as a vacant authorized firefighter or fire officer position which may occur as a result of attrition, promotion, or the addition by the District of an authorized position.

If a request to transfer to a non-paramedic position meets with all of the above prerequisites, the request shall be granted.

A request for transfer to a non-paramedic position that does not meet one or more of the above prerequisites may be considered by the Fire Chief, and the Fire Chief may act on such request in the best interests of the District. The Fire Chief shall consider the transfer request and shall grant or deny the request within sixty (60) days. The decision of the Fire Chief shall be final.

When a request by a paramedic to transfer to a non-paramedic position is granted by the District, at the effective date of that transfer, whether or not the employee holds a valid paramedic certificate, the employee shall be transferred to a non-paramedic position and the employee shall neither practice nor receive compensation as a paramedic. A paramedic assigned to a non-paramedic position may decertify as a paramedic.

A denied request by a paramedic to transfer to a non-paramedic position may be resubmitted for reconsideration by the Fire Chief after one year.

**Section 6. ALS Unit(s).** The District may implement one or more Medic Units or ALS-staffed engine companies. The District may designate one or more ALS units (Medic Unit or ALS engine company) as “dedicated,” meaning that it shall always be staffed by at least one paramedic-qualified employee.

A Medic Unit is defined as an emergency vehicle equipped and supplied for the provision of ALS EMS services, staffed and operated by one (1) paramedic-qualified employee. There is no intent by the District or expectation by the Union that the Medic Unit be regularly staffed by any additional employee(s).

An ALS-staffed engine company is defined as an engine company equipped and supplied for the provision of ALS EMS services, the staffing of which includes at least one (1) paramedic-qualified employee.

The assignment and utilization of paramedic-staffed unit(s) (either a Medic Unit or an ALS engine company) and the assignment of paramedic qualified personnel to staff such unit(s) is totally at the discretion of the District.

The District may assign any paramedic-qualified employee to either a Medic Unit or an ALS engine company.

**Section 7. Right to Contract for Ambulance Transport Service.** The District may contract with an ambulance transport service.

**Section 8. EMS Student / Employee.** The District may enter into an agreement with a hospital or service provider for an employee to complete or maintain the employee’s EMS certification as required by local and state EMS protocols. The District will provide a copy of the agreement to both the employee and the Union. The employee shall comply with the terms and conditions of the agreement applicable to the employee. Any employee covered by said agreement shall at all times continue to be an employee of the District with all of the rights and benefits attendant thereto.

## Article 41

### Resident Volunteer Firefighters

**Section 1. Resident Volunteer Firefighter Assignment.** Resident volunteer firefighters may be assigned to fire stations to staff the station, with or without paid firefighters being assigned to that station.

**Section 2. Training of Resident Volunteer Firefighters.** When paid firefighters and resident volunteer firefighters are assigned to the same station, one of the duties and responsibilities of the bargaining unit personnel will be, at the request of the District, to train and supervise the resident volunteer firefighters.

**Section 3. Security of Full-Time Paid Firefighters.** Except in the event of a levy failure or other significant economic hardship; resident volunteer firefighters will not be used to replace (i.e., through layoff) existing paid firefighter positions.

**Section 4. Resident Volunteer Firefighter Training.** All resident volunteer firefighters must have successfully completed the District recruit firefighter training.

## Article 42

### Career and Volunteer Firefighters

**Section 1. Restriction on Replacement of Career Firefighters.** Absent the failure of special levy funding, the District will not replace employees assigned to a career company with volunteer members for assigned staffing.

Volunteer members may augment assigned career companies.

**Section 2. Relationship with Volunteer Firefighters.** Employees are required to coordinate and cooperate with volunteer members for the development and achievement of a unified, effective and efficient firefighting team. Pursuant that end, employees shall cooperate, work, supervise as necessary, respond and team with volunteer members in training, maintenance, response readiness, public education, and emergency incident responses.

**Section 3. Response.** Circumstances may require one officer-qualified career firefighter employee to respond with volunteer firefighter(s). District volunteer firefighters must have successfully completed the District recruit firefighter training.

One career firefighter employee shall not respond code with a Class A engine, rescue truck, or ladder truck, however may respond no code if circumstances require. One firefighter shall not undertake direct fire combat operations alone. In the event that only one career firefighter responds to an EMS incident, a second company will also be dispatched to the incident.

## Article 43

### Safety Committee

**Section 1. Safety Committee.** The District and the employees have established a joint Safety Committee with equal representation. The Safety Committee will meet on a regular basis for the purpose of recommending to management improvements in health and safety conditions in accordance with the provisions of the *Washington State Industrial Safety and Health Act of 1973* or its successive amended versions.

## Article 44

### Savings Clause

**Section 1. Invalid Provision.** 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 or portions of this Agreement shall remain in full force and effect.

**Section 2. Negotiation of Replacement Provision.** Upon issuance of such a decision, the parties agree to begin negotiations of a replacement Article within a period not to exceed fifteen (15) days.

**Section 3. FLSA Interpretation.** In the event of a change to the Fair Labor Standards Act by the United States Congress, or an interpretation of that Act by a federal court, or an administrative agency charged with the implementation or enforcement of that Act, those contract sections affected by the change shall be rendered null and void. In the event of any such changes, the Union and the District shall enter into negotiations for substitute language.

**AGREEMENT** between **Spokane County Fire Protection District No. 9** and **Local 2916, International Association of Firefighters** acknowledged and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**SPOKANE COUNTY FIRE DISTRICT 9**

**IAFF LOCAL 2916**

\_\_\_\_\_  
James E. Bennett, Chairman

\_\_\_\_\_  
Christian LiVecchi, President

\_\_\_\_\_  
Thomas R. McGarry, Commissioner

\_\_\_\_\_  
Jeremy Bunney, Vice President

\_\_\_\_\_  
Michael R. Atwood, Commissioner

\_\_\_\_\_  
Jack L. Moon, Secretary

**ATTEST:**

\_\_\_\_\_  
Christine E. Hamp, District Secretary

# Appendix A

## Final Monthly Wages and Hourly Rates

First Year: 2016

	2013 MONTHLY BASE WAGE		Monthly Base Wage
	Senior FF Percent	Months of Service	
Recruit Firefighter	70	0 – 3	\$4,551.36
Firefighter I	75	> 3 – 12	\$4,876.46
Firefighter II	85	> 12 – 24	\$5,526.65
Firefighter III	95	> 24 – 36	\$6,176.85
Senior Firefighter	100	> 36	\$6,501.93
Lieutenant	116		\$7,542.26
Captain	127.5		\$8,289.98

### Premiums

Add the following premiums to individual employee's *Final Monthly Base Wage* as applicable:

**Add:** Applicable *Longevity Premium* to *Final Monthly Base Wage*  
*Longevity Premium:* See below.

**Add:** Applicable *Paramedic Premium* to *Final Monthly Base Wage*  
*Paramedic Premium:* See below.

**Add:** Applicable *Education Premium* to *Final Monthly Base Wage*  
*Education Premium:* See Article 37, Section 8

After addition of applicable premiums, result is **2016 Final Monthly Wage**. Use this amount for the calculation of the individual hourly rates.

- ***Hourly Rate for Firefighter Personnel = (Final Monthly Wage) (12) / 2,595***

This formula for calculation of the hourly rate shall apply to all fire suppression employees regardless of work schedule, and also to staff officers (see provision below).

## **Second Year: 2017**

The *2017 Final Monthly Base Wage* and *Hourly Rate* shall be calculated as follows:

- 1) Apply annual COLA +2% to *Final 2016 Monthly Base Wage* for Senior Firefighter.

COLA = 100% of the increase in the West Region All-Cities CPI-U for the twelve month period ending April of the prior year.

Final increase shall be a minimum of 4.0% and not more than 4.0%.

- 2) Calculate *2017 Monthly Base Wage* schedule using Senior Firefighter percent figures for each position.
- 3) Calculate *2017 Final Monthly Wage* amounts by addition of applicable monthly premiums.

## **Third Year: 2018**

The *2018 Final Monthly Base Wage* and *Hourly Rate* shall be calculated as follows:

- 1) Apply annual COLA +1% to *Final 2017 Monthly Base Wage* for Senior Firefighter.

COLA = 100% of the increase in the West Region All-Cities CPI-U for the twelve month period ending April of the prior year.

Final increase shall be a minimum of 3.0% and not more than 3.0%.

- 2) Calculate *2018 Monthly Base Wage* schedule using Senior Firefighter percent figures for each position.
- 3) Calculate *2018 Final Monthly Wage* amounts by addition of applicable monthly premiums.

## **Paramedic Premium**

Paramedic-certified personnel shall receive a monthly premium of twelve percent (12%) of the Senior Firefighter *Final Monthly Base Wage* in addition to the rate for their assigned rank.

The *Paramedic Premium* shall be included in the calculation of the employee hourly wage.

The *Paramedic Premium* is payable to all paramedic-certified employees, whether or not regularly assigned to the Medic Unit except those assigned to non-paramedic positions.

**Longevity Premium**

Employees shall receive a premium for total service time of a percentage of the Senior Firefighter *Final Monthly Base Wage* as follows:

<u>Years of Service</u>	<u>Premium</u>
5	2%
10	4%
15	6%
20	8%
25	10%

This premium shall be included in the calculation of the employee hourly wage.

**Progression**

Progression through the firefighter pay schedule from Recruit Firefighter to Senior Firefighter is dependent on the employee passing a test developed by the District and offered annually.

In the event that an employee fails to pass a Progression Test, the test shall be re-administered after thirty (30) days. If the employee fails to pass this second test, the employee shall remain at his/her level and pay rate for another year and repeat the training program of that year.

**Promotion**

Promotion to Lieutenant or Captain shall be in accordance with the promotion process as set forth in Article 10 of this Agreement.

**Staff Officers**

Staff officers shall receive the same monthly and hourly pay as line officers of the same rank, calculated as shown herein above for *Hourly Rate for Firefighter Personnel* and *Final Monthly Base Wage*.

*Note: The hourly rate for staff officers shall be same as for line officers, i.e., calculated based on 2,595 hours per year, not 2,080 hours per year.*

The intent of this provision is equality in base and hourly pay for staff and line officers.

## Appendix B

### Physical Examination Procedures

Procedures which are to be included in the "complete comprehensive physical examination":

- Lab Profile
- SMA Profile
- Auto Hem Profile
- Differential Sedimentation Rate
- Urinalysis
- Visual (Tonometry)
- Chest X-ray
- Resting EKG
- Hemocult
- Pulmonary Functional Tests
- Bladder Cancer Screening

Additional tests which will be provided at the option of the examining physician:

- Pap Smear
- Proctoscopy
- Treadmill ECG
- Gastro Intestinal X-Rays

# Appendix C

## Report of Medical Examination

NAME \_\_\_\_\_ DATE EXAMINED \_\_\_\_\_

JOB FOR WHICH PERSON EXAMINED \_\_\_\_\_

EXAMINATION REQUESTED BY \_\_\_\_\_

### EVALUATION

Based on all the information available, it is my opinion that the above named person has:

- No medical condition that would cause any of the below-described situations to occur. The person is fully compliant with the medical requirements of NFPA 1582.
- Medical condition(s) which may: (*check as appropriate*)
  - Endanger others (employees, general public, EMS patients, or others) with whom the person may be expected to have contact in the regular course of employment.
  - Endanger themselves in the performance of their duties.
  - Be aggravated by their work exposures or activities.
  - Interfere with job performance.
  - Other: \_\_\_\_\_

## INFORMATION ON MEDICAL CONDITIONS

The medical condition(s) is likely to be:

- Temporary, lasting approximately \_\_\_\_\_
- Permanent

In my opinion, the medical condition(s) may result in more than three separate illness or injury absences in a year.

- Yes
- No
- Not predictable

## RECOMMENDATIONS

Based on all the information available to me, I recommend the following:

- No restrictions in work assignments for above job.
- Restricted activities: \_\_\_\_\_  
\_\_\_\_\_
- Limited exposure: \_\_\_\_\_  
\_\_\_\_\_
- Special protective measures: \_\_\_\_\_  
\_\_\_\_\_
- Other: \_\_\_\_\_  
\_\_\_\_\_

I have reviewed *NFPA 1582 2013 Edition Medical Requirements for Firefighters* and have based my examination and determination on that standard.

Date \_\_\_\_\_ Signature \_\_\_\_\_ M.D.

# Appendix D

## Senior Firefighter Development Program

### First Year Requirements

#### Recruit Firefighter

- During months 1 through 3:
  - Fire District Recruit Firefighter Program
    - Apparatus Driving and Operation
    - EVAP
    - Hazardous Materials Recognition and Identification
    - Hazardous Material Operations
    - Pump Operations and Fire Service Hydraulics
    - Water Supply Systems
    - Firefighter Accountability
    - Basic ICS
    - Special Equipment Operation
  - Fire District 9 Policies and Rules
  - Other requirements as determined by the District
- Upon successful completion of Recruit Firefighter requirements, employee will advance to Firefighter I pay rate.

#### Firefighter I

- During months 4 through 12:
  - NWCG Wildland Firefighter II
  - Driver/Operator
  - District Knowledge and Maps
  - Fire District 9 Procedures
  - Other requirements as determined by the District
- Complete probationary year (twelve months employment).
- Upon successful completion of Firefighter I requirements, employee will advance to Firefighter II pay rate.

### Second Year Requirements- Firefighter II

- Firefighter II
- NWCG Wildland Firefighter I
- Fire District 9 Fire Instructor
- Basic Fire Investigation
- Other requirements as determined by the District
- Minimum twelve months service as Firefighter I
- Upon successful completion of Firefighter II requirements, employee will advance to Firefighter III pay rate.

### Third Year Requirements- Firefighter III

- Fire District 9 Fire Officer Program
- NWCG Wildland Single Resource Boss-Engine
- Minimum twelve (12) months service as Firefighter II
- Upon successful completion of Firefighter III requirements, employee will advance to Senior Firefighter pay rate.