

**WOODINVILLE FIRE & RESCUE**

**AND**

**IAFF LOCAL 2950**

**COLLECTIVE BARGAINING AGREEMENT**

**JANUARY 1, 2011 - DECEMBER 31, 2012**

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## **PREAMBLE**

Pursuant to the provisions of the *Revised Code of Washington (RCW), Title 41, Chapter 56*, Woodinville Fire & Rescue, hereinafter referred to as the DISTRICT and the Woodinville Fire Fighter's Association, International Association of Fire Fighters (IAFF) Local 2950, hereinafter referred to as the UNION, have met and conferred in good faith regarding wages, rates of pay, working conditions and all terms and conditions of employment. And, as a result thereof, the DISTRICT and the UNION desire to enter into a COLLECTIVE BARGAINING AGREEMENT, hereinafter referred to as AGREEMENT, resolving such matters in favor of the fire fighters and the DISTRICT for the period of January 1, 2011 through December 31, 2012.

## ARTICLE 1      RECOGNITION

*Section 1.01*      The DISTRICT hereby recognizes the UNION as the sole and exclusive bargaining agent for all fire fighters of the DISTRICT. For purposes of this AGREEMENT, the fire fighters in the DISTRICT shall mean all the paid uniformed members of the DISTRICT whose positions are defined as “fire fighter” in RCW 41.26.030(16), but shall specifically exclude the Fire Chief and Deputy Fire Chiefs.

*Section 1.02*      In the event a new position, not referenced above, is created within the DISTRICT during the term of this AGREEMENT, representatives of the DISTRICT and the UNION shall immediately meet and discuss whether the new position is appropriately within or without the bargaining unit represented by the UNION.

## ARTICLE 2      UNION MEMBERSHIP AND DUES

*Section 2.01*      It shall be a condition of employment that all employees covered by this AGREEMENT become and remain members in good standing in the UNION or pay an agency service fee as permitted by law or make payment in accordance with RCW 41.56.122.

*Section 2.02*      The DISTRICT agrees to deduct, on a semi-monthly basis, dues, initiation fees and assessments in an amount certified to be current by the treasurer of the UNION from the pay of those employees who individually request in writing that such deductions be made. The DISTRICT shall remit the total amount of deductions each month to the treasurer of the UNION.

*Section 2.03*      The DISTRICT shall make monthly contributions on a pre-tax basis from the base salary of each employee to the Washington State Council of Fire Fighters (WSCFF) Employee Benefit Trust. The contribution rate to the Trust shall be deducted from the employee's paycheck on a pre-tax basis at the rate of \$75/month. The UNION shall have the option to adjust the contribution rate as necessary to match the amount determined by the WSCFF.

## ARTICLE 3      MANAGEMENT RIGHTS

*Section 3.01*      It is recognized that, except as limited by terms of this AGREEMENT or applicable law, the DISTRICT shall retain the right and authority to operate and direct the affairs of the DISTRICT in all of their various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control the operations and services of the DISTRICT; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to determine whether goods or services shall be made or purchased; to hire, promote, demote, suspend, discipline, discharge or relieve employees for just cause; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment, facilities, or levels of service.

## ARTICLE 4      UNION BUSINESS

*Section 4.01*      With prior approval of their immediate supervisor and a Shift Battalion Chief, representatives of the UNION shall be allowed to arrange for qualified work replacements for the purpose of conducting the business of the UNION, or meeting with representatives of the DISTRICT. The DISTRICT shall not be responsible for compensating any such replacement.

*Section 4.02*      With prior notice to an immediate supervisor, on-duty bargaining unit employees shall be allowed to perform normal UNION business that does not interfere with the operations of the department.

*Section 4.03*      The DISTRICT shall provide bulletin board space for use by the UNION in each facility where represented employees are assigned. It shall be at a convenient location that is regularly accessible to employees.

*Section 4.04*      Representatives of the UNION shall be allowed permission to visit work locations of covered employees at any reasonable time or location for the purpose of administrating this AGREEMENT or investigating possible grievances. Such visitations shall not interfere with the normal operation of the DISTRICT, and may be subject to the approval of an immediate supervisor.

*Section 4.05*      The UNION shall be allowed to hold its regular meetings on the last Friday of each month from 0830 hours to 1030 hours in a DISTRICT meeting facility. Additional meetings shall be permitted at DISTRICT facilities per the DISTRICT'S procedures. On-duty personnel at a facility where a meeting is held may attend the meeting. On-duty personnel at other facilities may attend meetings upon approval of a Deputy Fire Chief or the Fire Chief.



## ARTICLE 5      WORK STOPPAGE

*Section 5.01*      The DISTRICT and the UNION agree that the public interest requires the efficient and uninterrupted performance of all DISTRICT services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. The UNION shall not cause or condone any work stoppage, strike, slowdown, mass resignation, absenteeism, or other interferences with DISTRICT functions and should any occur, the UNION agrees to take appropriate steps to end such interference. Employees shall not be eligible for any wages or benefits while engaged in conduct that violates this Article. Employees may be disciplined or discharged for such violations. Should a job action occur within the geographical jurisdiction of the DISTRICT, employees may be required to cross an established picket line to perform emergency or non-emergency activities. Where such activities involve work that raises safety concerns on the part of employees, the DISTRICT agrees to meet with the UNION to hear employee input.

## ARTICLE 6      NON-DISCRIMINATION

*Section 6.01*      The DISTRICT and the UNION agree that there should be no unlawful discrimination against any employee or applicant for employment because of age, race, creed, color, sex, national origin, marital status, disability, UNION membership or activity, or for any reason protected by law.

*Section 6.02*      Whenever words denoting a specific gender are used in this AGREEMENT they shall apply equally to all genders.

## ARTICLE 7 SAFETY COMMITTEE

*Section 7.01* There shall be a joint Safety Committee consisting of two (2) members appointed by the DISTRICT and up to four (4) members appointed by the UNION; two (2) members will be voting members and two (2) will be advisory, as appointed by the President. The Training Officer shall sit on the Committee as a non-voting member. The Committee shall meet at least once each calendar quarter or more often as requested by the DISTRICT or the UNION to discuss matters concerning health and safety. The Safety Committee shall present its findings and recommendations to the Fire Chief. Dissenting opinions shall be documented in meeting minutes.

## **ARTICLE 8**      **DEFINITION OF SENIORITY**

*Section 8.01*      Seniority shall be determined by continuous service with the DISTRICT from date of hire. Continuous service shall be broken by twenty-four (24) or more hours of leave of absence, resignation, discharge or retirement.

*Section 8.02*      During the period that any employee is on an authorized leave of absence without pay or on layoff status, seniority shall not accrue. Upon returning to work after such layoff or leave the employee shall be granted the level of seniority previously accrued in the rank to which he returns

*Section 8.03*      Employees with the same date of hire shall be assigned to the seniority list in order of their ranking on the hiring list. The DISTRICT shall maintain a current seniority list as Appendix B of this AGREEMENT.

*Section 8.04*      Members on Active Military duty shall continue to accrue seniority.

## ARTICLE 9      EMPLOYEE STATUS

*Section 9.01*      The DISTRICT shall submit written notice to the UNION of the name, job title, shift, station assignment and effective date of actions to hire, terminate or promote bargaining unit employees.

*Section 9.02*      All shift assignments shall be made by the DISTRICT and shall require at least fifteen (15) days' notice unless otherwise agreed by the employee and the DISTRICT. Employees whose assignments are changed by the DISTRICT will be permitted to use PTO for any calendar days covered by previously scheduled time off.

*Section 9.03*      In the event of an injury or illness:

- A. Which will have a duration of longer than thirty (30) days, and;
  - B. Where that alternate duty is available, and;
  - C. Where the employee has a written release from his physician which allows him to perform that work,
- seven (7) days' notice will be sufficient to assign the employee to a temporary forty (40)-hour week shift reassignment.

**ARTICLE 10**      **REDUCTION IN FORCES**

*Section 10.01*      In case of personnel reduction:

*Section 10.02*      Layoff shall be done by reverse order of seniority.

*Section 10.03*      Each employee laid off shall be placed on a hiring list for five (5) years, in the order of layoff.

*Section 10.04*      Available positions shall be filled from the hiring list on a last laid off/first hired basis before new employees may be hired.

*Section 10.05*      To be eligible for rehire from the list, personnel must pass the medical exam required for new employees.

## ARTICLE 11 VACANCIES AND PROMOTIONS

### Section 11.01 Acting assignments -

- A. An employee that has passed one (1) of the previous two (2) Lieutenant promotional exams and has not failed the most recent exam shall fill the position of Acting Lieutenant.
- B. An employee that has passed one (1) of the previous two (2) Battalion Chief promotional exams and has not failed the most recent exam shall fill the position of Acting Battalion Chief.
- C. If two (2) or more Acting Lieutenants are assigned to a crew, they shall be rotated on an equal basis. If no Acting Lieutenants are assigned to a crew then the actors on that shift shall be rotated equally.
- D. If two (2) or more Acting Battalion Chiefs are assigned to a shift, they shall be rotated on an equal basis.
- E. When a Company Officer, Battalion Chief, Deputy Fire Marshal (Captain/CRR) or Fire Marshal (Battalion Chief/CRR) will be absent for more than thirty (30) calendar days, excluding accrued time off, the DISTRICT shall assign a provisional Acting position until the Company Officer, Battalion Chief, Deputy Fire Marshal (Captain/CRR) or Fire Marshal (Battalion Chief/CRR) returns.
- F. Employees assigned to a provisional acting position for greater than sixty (60) days shall be subject to a performance evaluation every sixty (60) days.
- G. Provisional acting assignments shall not exceed twelve (12) months.
- H. In the absence of the Fire Marshal (Battalion Chief/CRR) for details, vacation, holidays, schooling, illness and assignments outside their regularly scheduled duties shall require that the Deputy Fire Marshal (Captain/CRR) act in their place. No Acting for the Fire Marshal (Battalion Chief/CRR) shall take place for regular scheduled days off.

- I. In the absence of the Deputy Fire Marshal (Captain/CRR) for details, vacation, holidays, schooling, illness and assignments outside their regularly scheduled duties shall require that a Fire Inspector/Investigator to act in their place. No acting for the Deputy Fire Marshal (Captain/CRR) shall take place for regular scheduled days off. The acting position shall be offered equally to all Fire Inspector/Investigator II's.

*Section 11.02* Permanent vacancies that occur in specific classifications shall be filled within thirty (30) days of the vacancy. Should no current promotional list exist, the DISTRICT shall make a provisional assignment until a promotional list is created in accordance with this AGREEMENT.

*Section 11.03* The following procedures shall govern all promotions within the DISTRICT.

- A. The Fire Chief shall establish the methods and procedures for promotional testing. The DISTRICT shall maintain a policy containing the specific methods and procedures for all promotional exams offered by the DISTRICT. All examinations shall be impartial and shall relate to those matters that test the candidate's ability to discharge the duties of the position to be filled.
- B. The UNION shall be allowed to have an observer present during all promotional testing. However, if this option is invoked, the representative must remain present for all candidates.
- C. Candidates for promotional exams shall be required to meet the eligibility requirements for testing on the date the current list expires or the first day of testing, whichever is later.
- D. Employees shall be notified of any change to promotional testing methods and procedures and such changes shall not be made less than 120 days prior to an exam.
- E. All promotional lists shall be maintained for two (2) years. Should all candidates on a promotional list be promoted or the list expires, the DISTRICT shall establish a new list within ninety (90) days. The following classifications are exempt and shall be tested on an as-needed basis; Public Educator (Lt/CRR), Deputy Fire Marshal (Captain/CRR) and Fire Marshal (Battalion Chief/CRR).



- F. The dates of promotional exams shall be posted for all DISTRICT employees ninety (90) days prior to the start of testing.
- G. Applicants for promotion shall submit their intent to take the exam sixty (60) days prior to the start of testing.
- H. Seventy (70) percent shall be a passing score for each component of a promotional exam. A candidate must pass each component in order to proceed with the exam.
- I. All applicants will be notified of their final score and relative standing on the promotional list within fifteen (15) days of the end of testing.

*Section 11.04* An employee promoted to a new classification shall be subject to a probationary period of twelve (12) months and shall be evaluated every sixty (60) days during that period.

*Section 11.05* An employee promoted to a new classification/position, after the acceptance of this AGREEMENT, must serve a minimum of two (2) years in that position before being allowed to return to their previous classification/position, unless returned due to documented poor work performance or disciplinary actions, reduction in forces or promotions, subject to the following criteria:

- A. An employee who entered the forty (40)-hour position as a Senior Fire Fighter may return anytime, after the two (2)-year minimum, if a permanent Senior Fire Fighter position exists or if a Senior Fire Fighter is number one (1) on the current promotional list for that employee's present classification/position.
- B. Any employee who is transferred to a forty (40)-hour position, through the promotional process, may return to a Fire Fighter 5 position, by request, subject to the above two (2)-year minimum commitment. Or any employee who is transferred to a forty (40)-hour position may return, at any time, to a position equal to or higher than the position they held at the time of entry into the forty (40)-hour position, through the promotional process. Except personnel currently in a position filled under the provision of a "right to return" to their previous position if a permanent opening exists, subject to this being offered one (1) time only.

- C. An employee promoted to a new classification shall not take a reduction in pay below the highest grade for the new classification.
- D. No employee shall be reduced in rank as a result of another demotion, not resulting from a reduction in forces.
- E. Reduction in rank of a company officer or Battalion Chief, for any reason other than discipline or failing to pass probation, shall be done by seniority of promotion to that rank. *(Example; last promoted first demoted.)*
- F. Any company officer or Battalion Chief reduced in rank, for any reason other than discipline or failing to pass probation, shall be promoted in the reverse order of demotion to the rank demoted from, regardless of promotional list or any time limitations.

*Section 11.06*      If a permanent vacancy exists and no qualified internal candidate successfully completes the promotional exam, the DISTRICT may accept applicants from the outside.

*Section 11.07*      Fire Fighter 2

- A. Promotion to FF 2 shall be contingent on completion of twelve months at FF 1 with satisfactory final performance evaluation and successful completion of probationary requirements including passing the probationary exam.

*Section 11.08*      Lateral entry fire fighter

- A. Contingent on a minimum of three (3) years' continuous career fire fighting experience.
- B. Lateral entry Fire Fighters shall enter at FF 3 and serve a one (1)-year probationary period.

*Section 11.09*      Senior Firefighter

- A. Promotion to Senior Fire Fighter shall be contingent on completion of twelve (12) months at FF 4 with satisfactory performance evaluation.

*Section 11.010*      Hazardous Materials Technician

- A. There shall be a minimum of three (3) personnel per shift assigned.

*Section 11.011*     Rescue Technician

- A. There shall be a minimum of four (4) personnel per shift assigned.

*Section 11.012*     Lieutenant

- A. Candidates are required to be a FF 5 or equivalent and have a minimum of 45 quarter or 30 semester college credits that are applicable to an accredited degree program.
- B. A promotional list shall be established based on candidate scores on the promotional exam.
- C. Promotion shall be made in order of placement on the list except where the DISTRICT has previously documented poor performance evaluations.

*Section 11.013*     Captain

- A. If the DISTRICT implements Captains' positions it shall be negotiated at that time.

*Section 11.014*     Battalion Chief

- A. Candidates are required to be a minimum of a LT 2 or have been a LT 2 within the last five (5) years at the date of the exam or at the expiration date of the current list whichever is earlier and to have not been demoted for disciplinary reasons or poor work performance. Candidates shall have any degree from an accredited college or university
- B. A promotional list shall be established based on candidate scores on the promotional exam.
- C. Promotion shall be made by utilizing the rule of three, which will be determined by order of placement on the list. Except where the DISTRICT has previously documented poor performance evaluations or disciplinary actions have been administered, the DISTRICT may eliminate one (1) or more of the top three (3) employees from the list and utilize the next employee(s) on the list for the final three (3).
- D. If no qualified candidates apply, the DISTRICT can accept applicants from outside the bargaining unit.

E. Battalion Chiefs shall be rotated between the Operational Battalion Chief position, the Training Battalion Chief position and any other Battalion Chief position that may be created in the future. Each assignment will be for a minimum of two (2) years. Length of time assigned to a position may be less or more than the required two (2) years at the mutual agreement of the DISTRICT and the assigned individual.

*Section 11.015* Fire Fighter/Rotating Fire Inspector.

- A. Candidates are required to be FF 5. Candidates with current fire code certification shall be considered before candidates without.
- B. Based on seniority, no more than three (3) qualified applicants will participate in a selection process.
- C. A promotional list shall be established based on the selection process. The promotional list shall be in effect for one (1) year from the certification date.
- D. Promotion shall be made in order of placement on the list except where the DISTRICT has previously documented poor performance evaluations.
- E. If no applications are received, the current Rotating Fire Inspector may serve an additional two (2) years based on mutual agreement. Or the DISTRICT may appoint an eligible employee, who has not previously filled the position unless mutually agreed upon by both parties.
- F. The Rotating Fire Inspector Position is a two (2)-year position from January 1st to December 31st. If an incomplete term must be filled the Rotating Fire Inspector shall serve no less than two (2) years and no longer than three (3) years to end on December 31st.
- G. The DISTRICT shall assign the selected employee at least ninety (90) days prior to the filling of the position.
- H. The Rotating Fire Inspector shall not be assigned tasks for which training requirements are not current.

*Section 11.016* Public Educator (Lieutenant/CRR)

- A. Candidates are required to be a minimum of a FF 5 and have a minimum of 45 quarter or 30 semester college credits that are applicable to an accredited degree program. Candidates shall have Fire Service Instructor 1.
- B. The Public Educator shall not be assigned tasks for which training requirements are not current.

*Section 11.017* Inspector Investigator (Lieutenant/CRR)

- A. Candidates are required to be a minimum of a FF 5 and have a minimum of 45 quarter or 30 semester college credits that are applicable to an accredited degree program. Candidates shall have current fire code certification.
- B. A promotional list shall be established based on candidate scores on the promotional exam.
- C. Promotion shall be made in order of placement on the list except where the DISTRICT has previously documented poor performance evaluations.
- D. The Inspector Investigator shall not be assigned tasks for which training requirements are not current.

*Section 11.018* Deputy Fire Marshal (Captain/CRR)

- A. Candidates are required to have served a minimum of two (2) years within Fire Prevention/Community Risk Reduction with the DISTRICT or have served one (1) year as a rotating Fire Inspector and be a minimum of a LT 2. Candidates shall have any degree from an accredited college or university.
- B. A promotional list shall be established based on candidate scores on the promotional exam.
- C. Promotion shall be made in order of placement on the list except where the DISTRICT has previously documented poor performance evaluations.
- D. The Deputy Fire Marshal (Captain/CRR) shall not be assigned tasks for which training requirements are not current.

*Section 11.019* Fire Marshal (Battalion Chief/CRR)

- A. Candidates are required to have a minimum of four (4) years in fire prevention with the DISTRICT, including two (2) years as an Inspector/Investigator with the DISTRICT within the last five (5) years of the date of the exam or the expiration date of the promotional list. Candidates shall have an accredited degree in Fire Service Management, Business or Public Administration or any degree from an accredited college or university, plus an approved certificate in Fire Service Management or Fire Prevention.
- B. A promotional list shall be established based on candidate's scores on the promotional exam.
- C. Promotion shall be made in order of placement on the list utilizing the rule of three except where the DISTRICT has previously documented poor work performance evaluations.
- D. If no qualified candidates apply, the DISTRICT can accept applicants from outside the bargaining unit.
- E. The Fire Marshal (Battalion Chief/CRR) shall not be assigned tasks for which training requirements are not current.

*Section 11.020* It is understood that the DISTRICT may enter into any contractual merger or consolidation arrangements with other municipalities and fire protection agencies. It is agreed that the UNION shall be contacted early in the planning process or any such arrangement in order to discuss potential bargaining issues which may arise as a result.

## ARTICLE 12      DISCIPLINE AND DISCHARGE

*Section 12.01*      Employees may be disciplined or discharged for just cause, in fairness, and with due process. Prior to the imposition of discipline other than oral reprimands, the employee shall be provided, upon his/her request, an opportunity to meet with the Chief or his/her designee to discuss the alleged violation. At the meeting, the employee shall have an opportunity to review documents then in the possession of the Chief or his/her designee, which the DISTRICT will use as proof of the alleged violation.

*Section 12.02*      This shall not prevent the DISTRICT from suspending the employee with pay from all further duties pending the final decision as to the appropriate discipline or the overturning of said discipline by the appropriate authorities.

*Section 12.03*      The employee shall be entitled, upon his/her written request, to a copy of the alleged violation or charges. If a written memo of an alleged violation or charge against the employee is prepared, the employee shall be entitled to a copy upon request. The employee shall also be entitled to have a UNION representative present at any meeting held with the DISTRICT to discuss potential disciplinary action against him/her.

## ARTICLE 13      GRIEVANCE PROCEDURE

*Section 13.01*      Both parties recognize the importance of good labor relations and the desirability of settling grievances promptly and fairly. In the interest of good employee relations the following procedure is outlined. To accomplish this, every effort will be made to resolve the complaint or grievance at the lowest level possible to include, but not be limited to, agreeing to suspend timelines relating to grievance filings and responses in order to better allow the parties to discuss and resolve issues.

*Section 13.02*      Both labor and management will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking resolution to the grievance.

*Section 13.03*      It is the declared objective of the parties to encourage prompt and informal resolution of member complaints as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of complaints. A grievance is defined as a complaint by one (1) or more members, or UNION, involving the interpretation, application of this AGREEMENT or written policies and rules of the DISTRICT, or disciplinary action.

*Section 13.04*      Nothing in this grievance procedure prevents any member and their chief officer from resolving any grievable incident prior to the filing of a grievance.

*Section 13.05*      The following procedures shall apply to grievances filed under this Article. Written grievances at each step shall contain the following information: *(Strict technical compliance with the terms of this Section is not required to preserve the arbitrability or grievability of the grievance.)*

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



*Section 13.06* The written response by the DISTRICT shall contain the following:

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

*Section 13.07* Grievances must be filed with the UNION Grievance Committee within thirty (30) calendar days of the event, or knowledge of said event, giving rise to the grievance.

*Section 13.08* The following processes will be followed:

- A. An employee shall submit in writing to the UNION Grievance Committee all relevant facts involving the alleged grievance. The UNION Grievance Committee shall respond in writing to the grievant within thirty (30) calendar days after receipt of the grievance. The response will specifically identify the Grievance Committee's intent to further the grievance process or return to the employee indicating no further action by the UNION.
- B. If the grievance is deemed appropriate and moved forward, the grievance shall be submitted, via hand-delivery, to the Chief or his designee within seven (7) calendar days. The Chief or his designee shall render a written decision within thirty (30) calendar days of receipt of the grievance. Such written decision must be delivered by sending same through the DISTRICT'S e-mail to the UNION President or his designee using the delivery receipt option.

- C. If either party perceives the grievance is not adequately resolved, the grievance, and supporting documentation, can be submitted to the Board of Fire Commissioners ("Board") within fourteen (14) calendar days of receipt of the Chief's decision. To forward a grievance to the Board, the UNION or the DISTRICT may submit a request to do so, within the prescribed timeframe, by hand delivering same to the Board Secretary or his/her designee. The grievance will be placed on the next available agenda of the Board's Human Resources Committee. The UNION will be informed of the date and time of said Human Resources Committee meeting as soon as the DISTRICT places the grievance on the Human Resources Committee's agenda. The DISTRICT will allow one (1) member of the UNION to attend said meeting. The Board and/or members of the Human Resources Committee shall have discretion to determine what testimony or additional evidence, if any, beyond the written grievance and the Chief's decision is necessary to resolve the grievance, and to request presentation of such testimony or additional evidence. The Board shall submit their written decision within thirty (30) calendar days of receipt of the grievance.

*Section 13.09* The UNION may appeal an adverse decision of the Board of Fire Commissioners to a neutral arbitrator. The UNION shall give written notice to the DISTRICT of its intent to submit a grievance to arbitration within fourteen (14) calendar days of the Commissioners' decision.

- A. Within ten (10) calendar days of the UNION'S request to arbitrate, a representative of the UNION and of the DISTRICT shall meet and attempt to agree on a neutral arbitrator.
- B. If unable to reach agreement, they shall immediately request a list of arbitrators from the American Arbitration Association. Within ten (10) calendar days of the receipt of the list of arbitrators, the DISTRICT and the UNION shall meet, select a first strike by flip of a coin, and then alternately strike the names of arbitrators on the list until only one (1) name remains.
- C. Written notice of the appointment of the selected arbitrator shall be signed by both parties and mailed to said arbitrator within five (5) working days after selection.

D. Upon the appointment of the selected arbitrator, as hereinabove provided, said arbitrator shall hold an arbitration hearing at the time and place selected by the arbitrator. The hearing shall be conducted pursuant to the provisions of RCW 41.46 and the terms and conditions of this AGREEMENT

E. The arbitrator shall render a decision within thirty days of hearing. The award of the arbitrator shall be binding upon the parties hereto. The arbitrator shall have no power to alter, amend, or change the terms of this AGREEMENT. While a grievant may be "made whole" by the arbitrator, any punitive award by the arbitrator shall be void and unenforceable. The expense of the neutral arbitrator will be shared equally between both parties and each party shall be responsible for the costs of their own witnesses and representation, including attorney's fees.

*Section 13.010* Extension of the above time limits may be accomplished through mutual consent of both parties.

*Section 13.011* The time limits set forth in Article 12 (Discipline and Discharge) of this AGREEMENT may be extended by written mutual consent of the Grievance Committee and the DISTRICT. With regard to the Grievance Section only, the term "working days" means the days of the week, Monday through Friday, excluding Saturdays, Sundays and Holidays.

## **ARTICLE 14**      **RULES AND REGULATIONS**

*Section 14.01*      The UNION agrees that its members shall comply with all Rules and Regulations and Manual of Operations procedures of the DISTRICT, including those relating to conduct and work performance. Where changes to Rules, Regulations or Procedures constitute mandatory bargaining topics, the UNION and DISTRICT shall bargain prior to implementation.

## ARTICLE 15      BASIC RATE OF PAY

*Section 15.01*      For the purpose of calculating the hourly rate of pay which shall apply to excess hours of work (overtime), the established monthly salary (including any additions required to comply with the FLSA definition of regular rate of pay) of each employee shall be multiplied by twelve (12) to obtain the annual salary, which shall then be divided by 2,608 for shift personnel and 2,080 for day personnel.

## ARTICLE 16 OVERTIME AND CALLBACK

*Section 16.01* Except as otherwise provided in this AGREEMENT, any employee who is required to perform work in excess of the recognized workweek, as established in Article 18 of this AGREEMENT, shall be compensated at the overtime rate of pay for the position presently held.

*Section 16.02* In the event that overtime is required to fill a shift, bargaining unit employees shall be utilized to perform the overtime work. Except in emergencies or inability to find a member to fill a shift, overtime shall be voluntary. The opportunity to work overtime shall be rotated equally among the employees as provided in this Article.

*Section 16.03* The overtime rate of pay shall be one and one-half (1-1/2) times the basic rate of pay as defined in Article 15 of this AGREEMENT; the overtime rate shall apply to acting pay where the employee is actually working out of rank.

*Section 16.04* The employee shall be paid at the overtime rate for a minimum of one (1) hour for each occurrence of all time worked outside of his/her regularly scheduled hours of work. The aforementioned one (1)-hour minimum shall not apply to employees held over for an alarm past termination of their scheduled shift or answering an alarm within one (1) hour prior to the start of their scheduled shift.

*Section 16.05* Employees shall receive overtime for periods before and after scheduled shifts for those periods exceeding twelve minutes. Overtime shall be paid thereafter in six (6)-minute increments.

*Section 16.06* Filling Overtime Positions

- A. Positions shall be filled by utilization of the next up person, not on duty, per the overtime file, for the position being filled, firefighter for firefighter, company officer for company officer, battalion chief for battalion chief.
- B. When overtime is required at a station, the position that created the overtime is the position that will be hired back.
- C. Day shift personnel shall only be eligible for overtime on previously scheduled days off or their normal scheduled day off.

- D. An employee may be hired back on overtime without use of the overtime file for their assigned Management Team Projects. These hours shall be added to the Employee's total hours per Section 16.09.C.
- E. An employee must be able to work the hour(s) offered in order to accept the overtime.

*Section 16.07*      Cancellation of Overtime.

- A. If an employee has agreed to work overtime and the DISTRICT cancels the overtime with less than twelve hours notice, the employee shall be paid a two (2)-hour minimum at the overtime rate.

*Section 16.08*      Compensatory Time.

- A. Compensatory Time shall be defined as time-off at the rate of one and one-half (1-1/2) times the number of hours worked. Compensatory time in lieu of payment of overtime shall be at the mutual agreement of the employee and the DISTRICT. All compensatory time accrued in a particular calendar year must be fully scheduled by January 16 and utilized by March 1 of the following calendar year. The DISTRICT shall schedule any compensatory time not scheduled by January 16 following the guidelines in Article 24 Section 4 of this AGREEMENT. Any Compensatory time not utilized will be paid out, at the rate earned, in the pay period ending March 15.

*Section 16.09*      Overtime Record Keeping

- A. A file shall be maintained by the DISTRICT as a sequential record of the status of employee availability and participation history in the overtime program. Overtime shall be hired according to the current overtime policy.
- B. The DISTRICT agrees to maintain a file based on the total number of hours worked or refused by each bargaining unit member.
- C. All new bargaining unit members shall be allocated the maximum number of hours appearing on anyone's card in the file and placed in the back of the file, upon their date of hire.
- D. Hours shall not be added to an employee's card for declining overtime for the following reasons: DISTRICT approved or sponsored training; DISTRICT approved events or accrued time off (Last day worked to first day back.)

E. An employee shall not be called for overtime when the employee is on the following: Bereavement Leave, Disability, Family Medical Leave, Maternity Leave or hours exceeding the maximum listed in Article 18.



## ARTICLE 17 SALARIES

*Section 17.01* The salary schedule and pay plan of the employee classifications covered by this AGREEMENT is set out and attached as Appendix A, which shall form a part of, and be subject to, all provisions of this AGREEMENT.

## ARTICLE 18 HOURS OF WORK

*Section 18.01* The UNION agrees to a twenty-four (24)-hour shift from 0800 to 0800. Any other twenty-four (24)-hour shift schedule shall be negotiated at that time.

- A. The three-platoon shift shall consist of twenty-four (24) hour shifts. The basic shift arrangement shall consist of a 48-96 arrangement of shifts which is two (2) consecutive twenty-four (24)-hour shifts worked followed by ninety-six (96) hours off. Except in the case of an emergency or deployment, an employee shall be allowed to work a maximum of seventy-two (72) hours in a row. After working the maximum numbers of hours an employee shall be off a minimum of twenty-four (24) hours.
- B. In the event a shift is scheduled to work both December 24<sup>th</sup> and December 25<sup>th</sup> of the same year, the shift assigned to work December 23<sup>rd</sup> will be reassigned to work December 24<sup>th</sup>. The shift originally assigned to work December 24<sup>th</sup>, will be reassigned to work December 23<sup>rd</sup>.
- C. The number of hours of assigned duty for employees assigned to the three-platoon shift will be 2,920 hours per year.
- D. These hours will be reduced to 2,752 hours per year through the application of additional schedule time off referred to as "Kelly Time (KT)".<sup>1</sup> The application of 168 hours of "Kelly Time" reduces the workweek to 52.9 hours.<sup>2</sup>
- E. These hours will be further reduced to 2,608 hours per year through the application of "Workweek Reduction Time (WWR)". This application of 144 hours of "WWR" time reduces the workweek to 50.0 hours.<sup>3</sup>

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<sup>1</sup> 2,920 hours less 168 "KT" hours equals 2,752 hours per year.

<sup>2</sup> 2,752 hours divided by 52 weeks equals 52.9 hours per week. The Fair Labor Standards Act (FLSA) threshold for overtime is 53 hours per week.

<sup>3</sup> 2,752 hours minus 144 "WWR" hours equals 2,608 hours, or 50 hours per week (identifies target work week and used to determine Base Rate of Pay as addressed in Article 15 of this AGREEMENT).

- F. In lieu of scheduled “KT” the employee shall earn “Kelly Comp Time (KCT)” at one-half (1/2) hour for each hour of “KT” (168 times .5 = 84 hours).<sup>4</sup>
- G. “KT, WWR and KCT” hours shall be scheduled by the employee per Article 24 (Vacations and Holidays) and shall be fully used in the year earned. Holiday Leave Time shall be per Article 24, Section 3.
- H. The following chart indicates the method/formula for calculating KT, WWR, KCT and Holiday Leave hours for a new employee that begins their employment mid-year:

| Leave Type                | Annual Allotment | Monthly Allotment | <i>Example:<br/>Employee Hired<br/>June 1st</i> |
|---------------------------|------------------|-------------------|---|
| Kelly Time (KT)           | 168              | 14                | 98  |
| Work Week Reduction (WWR) | 144              | 12                | 72  |
| Kelly Comp Time (KCT)     | 84               | 7                 | 49  |
| Holiday Leave Time        | 72               | 6                 | 42  |

*Example: If a new employee begins their career on June 1<sup>st</sup>, they would serve seven (7) months of the year. They would earn 98 hours of KT (14 hours times 7 months), 84 WWR hours (12 hours time 7 months), 49 hours of KCT (7 hours times 7 months) and 42 hours of Holiday Leave (6 hours time 7 months).*

- I. When an employee is unable to perform his/her regular duties due to injury or illness, and appropriate alternative work is available, the employee may be assigned, with the approval of his/her physician, to special duty not to exceed forty (40) hours per week.

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<sup>4</sup> 2608 hours minus 84 hours “KCT” results in annual hours worked at 2524.

- J. Schools, drills, inspections and all other routine work may be performed beginning at 0800 hours and ending no later than 1800 hours. The hours between 1800 and 0700 shall be considered, with the exception of night inspections, or other duties as required by the DISTRICT, "emergency standby" time for the purpose of emergency response. Maintenance to apparatus and equipment necessary to maintain a readiness condition may be performed outside the routine work schedule.
- K. Christmas, New Years Day and Thanksgiving may be considered emergency standby time.
- L. The work period of twenty-four (24) days shall be used for the purpose of calculating the maximum number of scheduled hours worked as required by the Fair Labor Standards Act.

*Section 18.02*      Day Shift Personnel

- A. The number of hours of assigned duty for bargaining unit employees not assigned to the three platoon shift shall be 2080 hours per year and shall consist of forty (40) hours per week. The forty (40)-hour shift shall routinely consist of the following schedule:
- B. Four (4) ten (10)-hour days, Monday through Thursday or Tuesday through Friday or as mutually agreed upon. Five (5) eight (8)-hour shifts may be assigned if mutually agreed upon. Exceptions to the above may be made to facilitate special temporary programs, assignments or projects.
- C. Employees working a forty (40)-hour shift shall remain on call during their one (1)-hour lunch break. When a non-probationary firefighter is assigned to administrative duties such as inspection, special or temporary programs, projects, or assignments (including training academy instructor), the DISTRICT and employee may mutually agree upon other schedules, such as "flex-time" except those employees on alternate work assignment due to injury or illness.

*Section 18.03* State or Federal Deployment

- A. Personnel deployed on a State or Federal mobilization will be compensated at their normal rate of pay, including overtime, based on the receiving agencies reimbursement plan, for hours worked. The DISTRICT will only compensate the employee for reimbursable hours, with a minimum work period of twelve (12) hours per day.
- B. Employees will be allowed to volunteer to respond as part of a mobilization.
- C. If the employee is mandatorily required to respond to the mobilization, the DISTRICT will pay portal to portal 24/7.
- D. Federal mobilizations will vary, but will be defined prior to deployment.
- E. State Fire Mobilization will reimburse for hours defined as:
  - (1) Regular Hours: All hours regularly scheduled at their home agency for personnel assigned to a mobilization incident. These hours will be calculated the same as the agency calculates their regular hours for days scheduled for duty at their regular hourly rate. (Example: 8, 10, 12, or 24 hours scheduled duty days.)
  - (2) Overtime Hours: Overtime hourly rates for personnel assigned to a mobilization incident for overtime hours worked. Overtime hours are those hours not regularly scheduled to work at their home agency and are assigned on the incident action plan.
  - (3) Assigned Hours: Assigned hours include reasonable time spent in preparation for work before and after the shift, travel to and from the assignment, time spent in staging, briefings, check-in, and demobilization. When resources are assigned to "Standby" in Base Camp for initial attack or emergency deployment to the field, even though they are not assigned to the Incident Action Plan, all hours will be reimbursable. This condition requires the approval of the Operations Section Chief and the signature of the Division Supervisor on the crew time report. Not included for reimbursement are unscheduled overtime hours such as meals, sleep time, and unassigned hours. During unassigned hours, personnel can leave base camp and are free from duty.

## ARTICLE 19 SICK LEAVE AND DISABILITY

*Section 19.01* Twenty-four (24)-hour shift employees shall earn twelve (12) hours of sick leave per month of service. Employees detailed to a forty (40)-hour workweek shall earn ten (10) hours of sick leave per month of service.

*Section 19.02* On the date of hire, employees shall be provided a "bank" of 264 hours of sick leave for the first twenty-two (22) months of employment. Should an employee require more sick leave than allotted during the first twenty-two (22) months of employment, or terminate employment, the employee may be required to reimburse the DISTRICT for excess sick leave granted. Reimbursement will be deducted from the employee's final paycheck.

*Section 19.03* Sick leave accrued each month will be placed in the employee's sick leave bank.

*Section 19.04* Sick leave shall be deducted as used on an hour-for-hour basis. The term "Shift" for this Article refers to the use of any amount of sick leave used during an assigned work day (e.g. 24, 10 or 8 hour days). Multiple uses of sick leave during the same assigned work day will be counted as one (1) shift.

*Section 19.05* No employee shall be disciplined or discharged for bona fide use of sick leave. Sick leave may be used for the following purposes:

A. Bona fide personal injury or illness.

(1) Certification of illness or disability by a physician shall be required for leaves of three (3) consecutive shifts/days, or more.

(2) The employee shall provide physician documentation within 72 hours of DISTRICT notification.

(3) Certification of illness or disability may be required for four (4) or more accumulative shifts/days in a calendar year

B. Forced quarantine of an employee.

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

D. Maternity leave.

E. Dependent leave.

- (1) An employee may use accrued sick leave to care for his/her dependent child with a health condition, which requires treatment or supervision.
- (2) An employee on leave for the treatment or supervision of a dependent child shall return to work as soon as possible after a spouse or other guardian is available to provide such required treatment or supervision.
- (3) Certification of illness or injury by a physician may be required pursuant to Section 19.05.A.(1) of this Article above for dependent children.

F. Illness or injury of spouse/domestic partner.

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

*Section 19.06* Employees shall notify the DISTRICT of their inability to report for scheduled duty at least one (1) hour prior to their scheduled shift, with the exception of bona fide emergencies.

*Section 19.07* The DISTRICT agrees to the following sick leave buy back scale on the date of an employee's retirement.

|                     |                        |                        |                     |
|---------------------|------------------------|------------------------|---------------------|
| 1 hour to 300 hours | 301 hours to 600 hours | 601 hours to 900 hours | 901 hours and above |
| 10¢ per \$1.00      | 20¢ per \$1.00         | 30¢ per \$1.00         | 40¢ per \$1.00      |

*Section 19.08* An employee may be allowed to donate sick leave to another employee, with the DISTRICT's approval.

*Section 19.09* Disability leave will be granted and calculated in accordance with the State Industrial Insurance and Workman's Compensation Act, and LEOFF 2 Pension Act, as they may be amended from time to time.

**ARTICLE 20**      **MILITARY LEAVE**

*Section 20.01*      Military leave shall be granted in accordance with applicable Washington state and federal law.



**ARTICLE 21**      **JURY DUTY**

*Section 21.01*      All employees shall be allowed necessary leave to serve as a member of a jury.

*Section 21.02*      During such leave, employees will be paid at their regular rate of pay.

*Section 21.03*      Employees shall be required to report to work for any portion of their regularly scheduled shift during which they are not actually serving on a jury or waiting to be impaneled.

## ARTICLE 22           BEREAVEMENT LEAVE

*Section 22.01*       Employees shall receive up to forty-eight (48) hours off for twenty-four (24)-hour shift employees, and forty (40) hours for forty (40)-hour shift employees, per occurrence, in the event of death or serious illness with impending death in the immediate family; provided that employees will only be provided bereavement leave once per immediate family member. Immediate family is defined as spouse, domestic partner, son, daughter, stepchild, mother, father, grandmother, grandfather, brother, sister, uncle, aunt, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law and son-in-law. Any time beyond this amount required because of travel or extenuating circumstances in this paragraph shall be at the discretion of the Chief or his/her designee. Excess time allowed shall be deducted from accumulated sick leave.

**ARTICLE 23**            **LEAVE OF ABSENCE**

*Section 23.01*        A leave of absence, without pay or benefits, may be granted to an employee. A request will be submitted in writing, detailing the need for the leave, and shall be approved or denied at the DISTRICT's discretion.

**ARTICLE 24**      **VACATIONS AND HOLIDAYS**

*Section 24.01*      Vacation Accrual

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

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

*Section 24.02*      Conversion Rates

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

|                    | 50 hrs to 40 hrs | 40 hrs to 50 hrs |
|--------------------|------------------|------------------|
| 0 to 60 Months     | .556             | 1.8              |
| 61 to 132 Months   | .526             | 1.9              |
| 133 to 192 Months  | .556             | 1.8              |
| 193 months or more | .595             | 1.68             |

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

*Section 24.03*      Holiday pay for shift employees

- A. Twenty-four (24)-hour shift personnel shall receive 72 hours of holiday leave time in lieu of the holidays recognized in Section 24.04 below. This holiday time shall be included in the Personal Time Off (PTO) leave bank as addressed in Section 24.05 of this Article.
- B. The formula for calculating holiday time pay for new employees will be in accordance with Section 18.01.H.
- C. The seventy-two (72) hours of holiday time is provided upfront in a “bank” at the beginning of each year. Should an employee separate from employment with the DISTRICT, the employee will be required to reimburse the DISTRICT for holiday time taken in excess of holiday time earned. For example, if an employee separates from the DISTRICT on June 30th but has taken all seventy-two (72) hours of holiday time, the employee will reimburse the DISTRICT for half, or thirty-six (36) hours, of the holiday time. The reimbursement will occur initially through a deduction from any vacation payout and thereafter from the employee’s final paycheck.

*Section 24.04*      Holidays for Forty (40)-hour work week employees.

- A. For forty (40)-hour work week employees, the following dates are recognized as legal holidays:
  - (1) New Year's Day
  - (2) Martin Luther King Jr. Day
  - (3) President's Day
  - (4) Memorial Day
  - (5) Independence Day
  - (6) Labor Day
  - (7) Veterans’ Day
  - (8) Thanksgiving Day
  - (9) Day after Thanksgiving

(10) Christmas Day

- B. One (1) additional day at Christmas time plus an additional forty (40) hours to be used as floating holiday time.
- C. In the event a holiday falls on Saturday, Sunday or the normal scheduled day off, the employee shall schedule an additional day off immediately preceding or following the holiday.

*Section 24.05* For the purpose of scheduling Kelly Time, Kelly-Comp Time, Work Week Reduction Time, holiday and vacation, the allowable hours for each shall be pooled and collectively referred to as *Personal Time Off (PTO)*. The basis for selection will be on total DISTRICT seniority. The initial scheduling of PTO shall be done in six (6) rounds. For the first five (5) rounds, time off shall be selected by station, for the last round time off shall be selected by assigned shift in accordance with the table below. The Battalion Chief shall select with Station 31. After a time off request is submitted, it cannot be changed until December 15 @ 0800. (Note: For the purpose of PTO selection, a "shift" refers to a 24 hour period)

A. 1st Round: An employee may select a minimum of two (2) and a maximum of six (6) consecutive shifts off for a twenty-four (24)-hour employee. This group of shifts shall have four (4) days off before the first selected shift and four (4) days off after the last selected shift

B. 2nd – 6th Rounds: An employee may select a maximum of six (6) shifts off for a twenty-four (24)-hour employee. These shifts shall be selected in groups of two (2) shifts with four (4) days off before the first selected shift and four (4) days off after the last selected shift. If there are less than two (2) shifts to schedule, the shifts shall be scheduled consecutively.

C. Rounds shall begin by November 1, and be completed by December 1.

*When Employees at a Station:*

| Number: | Allowed Off at that Station |
|---------|-----------------------------|
| 1-5     | 1                           |
| 6-9     | 2                           |

D. After December 15th @ 0800 of the current year, the remaining PTO shall be scheduled on a first come, first served, space-available basis per shift.

*Section 24.06* The number of employees to be allowed off per shift will be according to the following table. This shall include employees on PTO, time buy-backs, short-term disability (3 months max), and Section 24.05 of this Article.

*When Employees per Shift:*

| Number: | Allowed Off per Shift |
|---------|-----------------------|
| 16-19   | 5                     |
| 20-24   | 5                     |

*Section 24.07* Scheduled detail outside regular work assignments, including, schools, conferences, seminars, related education, representation of the DISTRICT, or other details, shall be established by the DISTRICT after January 1 of each year. Such details shall also be determined on a space-available basis and shall not conflict with previously scheduled vacation or twenty-four (24)-hour unscheduled holidays.

*Section 24.08* After the first twelve (12) months of employment, vacation time shall be used in the year that it is accrued unless there are mitigating circumstances caused by the DISTRICT, which prevents that use. If such mitigating circumstances occur, the DISTRICT shall extend the vacation eligibility period until April 1 of the next year. Upon retirement or termination, employees shall be compensated at their regular rate of pay for their unused vacation.

*Section 24.09* Vacation carryover at the end of the calendar year shall be limited to the number of hours accrued during that year. Hours in excess of the annual accrued maximum shall be transferred to the employee sick leave bank.

*Section 24.010* Twenty-four (24)-hour shift employees may voluntarily sell back up to seventy-two (72) hours of holiday leave and forty-eight (48) hours of vacation leave. The time off will be sold in blocks of twenty-four (24) hours and paid at the employee's hourly rate. Forty (40)-hour work week employees may voluntarily sell back up to forty (40) hours of holiday leave. The time off will be sold in ten (10) hour blocks and paid at the employee's hourly rate.

- A. Each employee shall individually declare, on a form provided by the DISTRICT, whether or not they wish to take such compensation in the form of cash payment in lieu of holiday/vacation leave for the next year. All declarations must be filed no later than October 1st of the year preceding the buy back. Once declared, the appropriate number of holiday and/or vacation hours will be deducted from the employee's leave bank. Holiday and vacation time sold will be paid in a single lump sum payment in the last paycheck of May. Holiday/vacation time buyback will be considered as due compensation and therefore will be subject to the normal payroll deductions. Should extenuating circumstances exist where an employee wishes to withdraw the holiday/vacation leave hour buyback after declaration, each case shall be judged on its own merit and any decision will rest solely at the discretion of the Fire Chief.
- B. Employees may elect to transfer vacation time to their Vacation Bank, up to a maximum bank balance of forty-eight (48) hours above annual vacation accrual. Employees may annually choose to transfer up to forty-eight (48) hours (in twenty-four (24)-hour increments) of their vacation leave to their Sick Leave Bank. Employees wishing to transfer hours into either bank may do so at anytime. Employees will fill out a declaration form that will be provided by the DISTRICT.

*Section 24.011* Twenty four (24)-hour shift employees will be allowed up to twenty-four (24) hours of personal leave. Forty (40)-hour day shift employees will be allowed up to twenty (20) hours of personal leave. Personal leave is limited to a one (1)-time consecutive use, regardless of hours applied. Personal leave time shall be deducted from an individual's accrued time off at the rate of one and one-half (1-1/2) times the amount used, except for deductions from an individual's sick leave bank which will be at a rate of three (3) times the amount used. Employees utilizing personal leave time shall call in at least one (1) hour prior to scheduled shift time, with the exception of bona fide emergencies. Personal leave time may not be used on New Year's Eve, New Years Day, 4th of July, Thanksgiving, Christmas Eve or Christmas day. Personal leave time does not carryover from one calendar year to the next.



## ARTICLE 25            EMERGENCY CALLBACK PROCEDURES

*Section 25.01*        Emergency procedures for callback of off-duty paid personnel shall be used in situations imposing high levels of demand on fire protection services within the DISTRICT. Such situations include simultaneous alarms, structure fires, haz-mat incidents, brush fires, and other emergency events requiring immediate increases in personnel.

*Section 25.02*        All personnel able to respond to any Fire Stations in the Woodinville Fire & Rescue DISTRICT within thirty (30) minutes of an alarm are eligible to respond.

*Section 25.03*        Upon dispatch, personnel within the thirty (30)-minute response time are encouraged to report to their assigned station. Personnel reporting to their assigned station within the thirty (30)-minute response time shall receive overtime pay for a minimum of two (2) hours, with time starting and ending at station. Personnel shall be released at the discretion of the Duty Officer.

## ARTICLE 26        INSURANCE

*Section 26.01*        The DISTRICT will offer medical insurance for employees and their dependents. Two (2) medical insurance plans will be offered. They are:

- A. A Health Management Organization (HMO) commonly referred to as Group Health, with an associated Health Reimbursement Arrangement (HRA) to which the DISTRICT will contribute \$69.60 quarterly for each employee without dependents and \$144.60 quarterly for each employee with dependents. The HRA will be funded at the beginning of each quarter (on or about January 1, April 1, July 1, October 1) of each year. This plan is known in 2011 as "Options A"; and
- B. A High Deductible Health Plan (HDHP) through the LEOFF Health and Welfare Trust, with an associated Health Reimbursement Arrangement (HRA) to which the DISTRICT will contribute \$619.60 quarterly for each employee without dependents and \$1,369.60 quarterly for each employee with dependents. The HRA will be funded at the beginning of each quarter (on or about January 1, April 1, July 1, October 1) of each year. This plan is known in 2011 as the LEOFF Health and Welfare Trust Plan 6b.
- C. Should an employee or his/her covered dependent(s) require HRA funding in excess of the quarterly amount, but within the annual limit, that amount shall be made available by the DISTRICT, provided that should an employee separate from employment with the DISTRICT, said amounts will be prorated and any amount used in excess of that earned will be reimbursed by the employee via a deduction from the employee's final paycheck for the year the benefit was utilized.
- D. The DISTRICT and UNION agree to use Rehn & Associates as the third-party administrator for the LEOFF Health and Welfare Trust HDHP and the HRA accounts. Employees are responsible for paying any and all fees associated with the individual HRA accounts. In 2011, these fees include a \$5.25 monthly administrative fee, per person and an \$18.00 annual bank fee for those issued an HRA debit card.

*Section 26.02* A joint labor/management committee shall collaboratively research, make recommendations and agree to the health plan that will be used by the employees covered by this AGREEMENT. This committee will meet at least twice annually and agree to a provider no later than the last day of September.

*Section 26.03* The DISTRICT will offer a Dental plan with orthodontia to include dependent coverage. The Plan offered in 2011 will be the Washington Dental Service PPO Incentive Plan, brokered through the Washington Fire Commissioners Association (WFCA). The plan offered will be a continuation of the coverage provided in 2010.

*Section 26.04* For medical insurance coverage and dental coverage, the DISTRICT and the UNION agree to the following schedule for insurance rate increases. Applicable increase rates will be considered collectively for the health care and dental insurance plans. The rate increase cost-sharing for 2012 shall be based on the percentage increase over the previous year's annual premiums and determined after the open-enrollment period.

- A. The DISTRICT shall pay 100 percent of the premiums for the employee and dependant coverage in the annual premium increases at 8 percent or less. (For purposes of calculating the increase, percentages will be carried out two (2) decimal points.)
- B. If the annual premium increase is greater than 8 percent and less than 10 percent, the DISTRICT shall pay 100 percent of the employee's coverage premium and 95 percent of the dependant coverage costs. The employee will pay the remaining 5 percent of the dependant plan.
- C. If the annual premium increase is 10 percent or more, the DISTRICT shall pay 100 percent of the employee's coverage premium and the 90 percent of the dependant coverage costs. The employee will pay the remaining 10 percent of the dependant plan.

*Section 26.05* The employee agrees to use their medical insurance for a confidential annual physical examination based upon the medical standards outlined in the IAFF/IAFC Joint Labor Management Wellness Initiative as guided by NFPA 1582.

*Section 26.06* The DISTRICT agrees to provide an employee assistance program for all bargaining unit employees through the duration of the AGREEMENT.

*Section 26.07* The DISTRICT shall pay 100 percent of premiums for supplemental short and long-term disability insurance.

## ARTICLE 27      TRADES

*Section 27.01*      Except as otherwise provided in Article 4, Union Business, the trading of whole shifts or portions thereof may be allowed subject to approval by the immediate supervisor and Battalion Chief. Trades shall be considered as substitutions under the FLSA 29 U.S.C. 207 (p), and the DISTRICT shall have no obligation to keep records of such exchanges or to revise hours of work to reflect the substitution.

*Section 27.02*      Trades shall be limited to Battalion Chief for Battalion Chief; Acting Battalion Chief for Battalion Chief; Company Officer for Company Officer; Acting Company Officer for Company Officer; Senior Firefighter for Senior Firefighter; Firefighter for Senior Firefighter or Firefighter; Probationary Firefighter for Firefighter, where qualified; Probationary Firefighter for Probationary Firefighter.

*Section 27.03*      Acting pay shall be forfeited when trading necessitates working in a higher rank.

*Section 27.04*      When agreed upon and available, trade pay-back date(s) shall be submitted in writing to the respective immediate supervisors. Failure of an individual to report for a scheduled trade or trade pay-back, for other than bona fide medical illness or injury, will be considered an unexcused absence and subject to appropriate disciplinary action.

*Section 27.05*      Trading of overtime shift or portions thereof shall not be allowed. UNION trades, not to exceed ten (10) hours, shall be exempt from this Section.

## ARTICLE 28           JOB DESCRIPTIONS

*Section 28.01*       The UNION agrees that its members shall comply with the existing job descriptions developed by the DISTRICT. Where changes in the job descriptions constitute mandatory subjects of bargaining, the DISTRICT and UNION shall bargain prior to implementation. Employees shall be assigned responsibilities consistent with the guidelines established by their job description and will be provided adequate time while on their scheduled shift to complete assignments.

## ARTICLE 29      EDUCATION

*Section 29.01*      Employees seeking tuition re-imbursement shall supply the DISTRICT with documentation of their intent to attend college courses during the next fiscal year, including the number of credits they expect to accrue. This request shall be in by November 1st of the prior fiscal year. College attendance in a bachelors or Masters program, other than an MPA or MBA shall be approved by the Fire Chief or his designee prior to attendance or reimbursement.

*Section 29.02*      Employees who then subsequently attend such college courses for an associate's degree shall be reimbursed for the cost of tuition at 75 percent of tuition for a passing grade sufficient for credit up to 2.9, but will be reimbursed at 100 percent and required textbook(s) for grades 3.0 or higher, upon successful completion of the course. For classes that just provide a pass/fail grade, the DISTRICT will reimburse at 100 percent and required book(s) for a passing grade. In the event that employee elects to attend a private institution, tuition reimbursement shall be limited to the cost of similar courses at Washington State community colleges.

*Section 29.03*      Employees who attend college courses toward a Bachelors/Masters degree shall be reimbursed for the cost of tuition upon successful completion of the course, provided the Employee (a) achieves a grade of 2.0 or above, so long as the cumulative grade point average is above 2.8; and (b) maintains a satisfactory or above performance evaluation. In the event that employee elects to attend a private institution, tuition reimbursement shall be limited to the cost of similar courses at Washington State public universities. If the grade is 3.0 or greater the DISTRICT will additionally reimburse the cost of required textbook(s).

*Section 29.04*      Members covered by this AGREEMENT may attend college classes while on shift and without using accrued time off as follows: (a) if the shift is not below minimum staffing he/she may attend class with the approval of the Battalion Chief; (b) if the shift is at minimum staffing, he/she may attend class if a trade can be obtained through the trade procedure. The DISTRICT will define minimum staffing.

*Section 29.05* The total amount available for education reimbursement in each calendar year shall be \$25,000. If the total amount is distributed in a calendar year, an increase factor will be added in accordance with the findings of the latest Washington College Board "Trends in College Pricing" for tuition and fees of four (4) year public schools. In the event that the cost of classes submitted exceeds that amount, the funds will be allocated equally among the requests. Any excess funds will be available on a first-come, first-served basis, with all disputes decided at the sole discretion of the Fire Chief.

*Section 29.06* Where an employee is unable to attend scheduled classes due to unanticipated work requirements imposed by the DISTRICT, and when this inability results in forfeiture of tuition or requires the course to be retaken because of attendance requirements, the DISTRICT will pay the cost of such tuition.

*Section 29.07* A written request for advance reimbursement may be made to the Fire Chief for approval. Any such reimbursement shall be repaid to the Fire DISTRICT if the employee fails to satisfy the conditions for reimbursement set forth earlier in this Article. Educational expenses subject to reimbursement by any other Government education plan (i.e. G.1. Bill), shall be exempt from reimbursement by the DISTRICT.



## ARTICLE 30            EMERGENCY MEDICAL CERTIFICATION

*Section 30.01*        All employees covered by this AGREEMENT are required to obtain and maintain Emergency Medical Technician and Defibrillation certification within one (1) year of hire. However, no employee will be disciplined or discharged for failure to obtain or retain certification due to leave of absences, extended illness, injury or other justifiable unforeseen circumstances beyond their control.

*Section 30.02*        The following classifications are exempt from the above certifications: Fire Marshal, Deputy Fire Marshal, and Battalion Chief.

## ARTICLE 31            PHYSICAL FITNESS

*Section 31.01*        All employees shall participate in a DISTRICT-established Physical Fitness Program. No employee covered by this AGREEMENT will be disciplined or discharged for failure to meet Physical Fitness Program standards unrelated to the standards for tenure of employment as established by RCW 41.08.080. Employees may be disciplined for not actively participating in the Physical Fitness Program. A joint Labor/Management Wellness Initiative committee shall be formed to develop, implement and supervise a Wellness and Physical fitness program. The Committee shall use the components and resources of the IAFF/IAFC Joint Labor Management Wellness/Fitness Initiative as a guideline. The Committee shall consist of a Management representative appointed by the Chief and two (2) UNION representatives, one (1) of whom will be a certified peer fitness trainer. Implementation of this program shall be subject to approval of both the UNION and the Employer.

**ARTICLE 32            UNIFORMS AND PERSONAL PROTECTIVE EQUIPMENT  
(PPE)**

*Section 32.01*        All uniforms as set forth in the Manual of Operations and personal protective equipment and clothing required by the Washington State Vertical Standards for Fire Fighters shall be supplied at no cost to employees covered by this AGREEMENT. The DISTRICT will provide a personal SCBA face piece to employees covered by this AGREEMENT.

**ARTICLE 33            SAVING CLAUSE**

*Section 33.01*        Should any provision of this AGREEMENT or the application of such provision be rendered or declared invalid by a court of final jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this AGREEMENT shall remain in full force and effect.

## ARTICLE 34      SUCCESSORS

*Section 34.01*      As it relates to hours, wages and working conditions, prior to any addition(s), modification(s), or termination(s) regarding inter-local agreement(s), contract(s), consolidation(s), merger(s), annexation(s), or incorporation(s), the DISTRICT agrees to notify the UNION and bargain the effects of any such decision(s).

## ARTICLE 35 DRUG AND ALCOHOL TESTING

*Section 35.01* The DISTRICT and the UNION recognize that drug use by employees threatens the public welfare and the safety of DISTRICT personnel. It is the goal of this policy to eliminate or prevent illegal drug usage, abuse of legal drugs, and alcohol abuse through education and rehabilitation of the affected personnel. The use of alcoholic beverages or unauthorized drugs shall not be permitted at the DISTRICT's work sites and/or while an employee is on duty. Compliance with this policy is a condition of continued employment.

*Section 35.02* All employees, including new hires, shall be provided a copy of the DISTRICT's drug and alcohol testing policy. The policy shall describe how the tests are conducted, what the test can determine and the consequence of testing positive for drug or alcohol use. Except for pre-employment testing, no employee shall be tested before this information is provided to him or her. All new hires will be provided with this information on their initial date of hire.

*Section 35.03* The DISTRICT shall not discipline employees who voluntarily come forward and ask for assistance to deal with the drug or alcohol problem. No disciplinary action will be taken against an employee unless he/she refuses the opportunity for rehabilitation, fails to complete a rehabilitation program successfully, or again test positive for drugs within two (2) years of completing an appropriate rehabilitation program.

*Section 35.04* Employee Testing: Employees shall not be subject to random medical testing involving urine or blood analysis or other similar or related tests for the purpose of discovering possible drug or alcohol abuse. If, however, objective evidence exists establishing reasonable suspicion to believe an employee's work performance is impaired due to drug or alcohol abuse, the DISTRICT will require the employee to undergo a medical test consistent with the conditions as set forth in this Policy.

*Section 35.05* Sample Collection: The collection and testing of the samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall be one that is certified by the Department of Health and Human Services (DHHS), Substance Abuse and Mental Health Services Administration (SAMHSA), and the College of American Pathologists (CAP). The laboratory chosen must be agreed to between the UNION and the DISTRICT. The laboratory used shall also be one whose procedures are periodically tested by SAMHSA where they analyze unknown samples sent to an independent party. The results of employee tests shall be made available to the Medical Review Physician.

*Section 35.06* Recognized strict security and chain of custody procedures shall be followed for collection and handling as outlined by SAMHSA. If they are not, any positive test shall be invalid and may not be used for any purpose.

*Section 35.07* Blood or urine samples will be submitted as per SAMHSA standards. Employees have the right for UNION representation or legal counsel to be present during the submission of the sample. Employees shall not be witnessed while submitting a urine specimen. Prior to submitting a urine or blood sample, the employee will be required to sign a consent and release form (as attached to this policy). The opportunity for the employee to have UNION representation or legal counsel present is satisfied if either is available.

*Section 35.08* A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. All samples must be stored and preserved in a scientifically acceptable manner as established by SAMHSA. All positive confirmed samples and related paperwork must be retained by the laboratory for at least six (6) months or for the duration of any grievance, disciplinary action, or legal proceedings, whichever is longer. At the conclusion of this period, the paperwork and specimen shall be destroyed. Tests shall be conducted in a manner to ensure that an employee's legal drug use and diet does not affect the test results.

*Section 35.09* Drug Testing: The laboratory shall test for only the substances and within the limits as follows for the initial and confirmation test as provided within SAMHSA standards. The initial test shall use an immunoassay, which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five (5) drugs or classes of drugs:

#### INITIAL TESTING

|                        |           |
|------------------------|-----------|
| Marijuana metabolites  | 50 ng/ml  |
| Cocaine metabolites    | 300 ng/ml |
| Opiate metabolites (1) | 100 ng/ml |
| Phencyclidine          | 25 ng/ml  |
| Amphetamines           | 300 ng/ml |

- A. If immunoassay is specific for free morphine the initial test level is 25 ng/ml.
- B. If initial testing results are negative, testing shall be discontinued, all samples destroyed, and records of the testing expunged from the employee's file. Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the following listed cutoff levels.

#### CONFIRMATORY TESTING

|                           |           |
|---------------------------|-----------|
| Marijuana metabolites (1) | 100 ng/ml |
| Cocaine metabolites (2)   | 500 ng/ml |
| Opiate                    |           |
| Morphine                  | 500 ng/ml |
| Codeine                   | 500 ng/ml |
| Phencyclidine             | 100 ng/ml |
| Amphetamines              | 500 ng/ml |



Met amphetamine 500 ng/ml

Delta-9-tetrahydrocannabinol-9-carboxylic acid

Benzoylcegonine

*Section 35.010* If confirmatory testing results are negative all samples shall be destroyed and records of the testing expunged from the employee's file.

*Section 35.011* Alcohol Testing: A blood alcohol test shall be used to screen for alcohol use and if positive shall be confirmed by a test of the second part of the split sample. The initial and confirmatory positive test alcohol levels shall be .04 or higher grams per 100 ml of blood. Strict chain of custody procedures shall apply. If either the initial or confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee's file.

*Section 35.012* Medical Review Physician: The Medical Review Physician shall be chosen and agreed upon between the UNION and DISTRICT and must be a licensed physician with knowledge of substance abuse disorders. The medical Review Physician shall be familiar with the characteristics of testing sensitivity, specificity, and predictive value), the laboratories running the tests and the medical conditions and work exposures of the employees.

*Section 35.013* The role of the Medical Review Physician will be to review and interpret the positive test results. He must examine alternate medical explanations for any positive test results. This action shall include conducting a medical interview with the affected employee's medical history and review of any other relevant biomedical factors. The Medical Review Physician must review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication.

*Section 35.014* Laboratory Results: The laboratory will advise only the employee and the Medical Review Physician of any positive results. The Medical Review Physician can only release the results of a positive drug or alcohol test to the DISTRICT once he/she has completed his/her review and analysis of the laboratory's test. The DISTRICT will be required to keep the results confidential and it shall not be released to the general public unless required to do so by lawful subpoena or as required under state or federal public disclosure laws.

*Section 35.015* Testing Program Costs: The DISTRICT shall pay for all costs involving drug and alcohol testing as well as the expenses involved of the Medical Review Physician. The DISTRICT shall also reimburse employees for their time and expenses including travel incurred involving in the testing procedure only.

*Section 35.016* Rehabilitation Program: Any employee who tests positive for illegal drugs or alcohol shall be medically evaluated, counseled and treated for rehabilitation as recommended by the E.A.P. counselor. Employees who complete a rehabilitation program may be retested randomly once every quarter for the following twenty-four (24) months. An employee may voluntarily enter rehabilitation without a requirement of prior testing. Employees who enter the program on their own initiative shall not be subject to retesting.

*Section 35.017* The treatment and rehabilitation shall be paid for by the employee's medical insurance program provided by the DISTRICT. Any costs over and above the insurance coverage shall be paid as follows. The DISTRICT shall pay the next \$15,000. The DISTRICT and employee shall each pay 50% of the next \$10,000 to a maximum of \$5,000 each. Any cost above this shall be the responsibility of the employee. Employees will be allowed to use their accrued and earned leave for the necessary time off involved in the rehabilitation program.

*Section 35.018* If an employee tests positive during the above twenty-four (24) month period, the employee will be reevaluated by the E.A.P. counselor to determine if the employee requires additional counseling and/or treatment. The employee will be solely responsible for any costs, not covered by insurance, which arise from this additional counseling or treatment.

*Section 35.019* Duty Assignment after Treatment: Once an employee successfully completes rehabilitation, they shall be returned to their regular duty assignment. Once treatment and any follow-up care is completed and three (3) years have passed since the employee entered the program, the employee's personnel file shall be purged of an reference to his/her drug or alcohol problem.

*Section 35.020* Right of Appeal: The employee has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that he/she may grieve any other DISTRICT action.

*Section 35.021* UNION Held Harmless: This drug and alcohol-testing program was initiated at the request of the DISTRICT. The DISTRICT assumes the sole responsibility for the administration of the Policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or applications of the collective bargaining agreement relating to drug and alcohol testing. The UNION shall be held harmless for the violations of any worker rights arising from the administration of the drug and alcohol testing program.

*Section 35.022* Changes in Testing Procedures: The parties recognize that during the life of the AGREEMENT, there may be improvements in the technology of testing procedures, which provide more accurate testing. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements. If the parties are unable to agree on the amendments they will be submitted to impasse procedures as outlined in RCW 41.56.

*Section 35.023* Conflicts with Other Laws: This Article is in no way intended to supersede or waive any constitutional or other rights that the employees may be entitled to under Federal, State, or Local statutes.

*Section 35.024* Discipline: Any employee who tests positive for drugs or alcohol may be subjected to disciplinary action, up to and including termination. All discipline shall be on a just cause standard, with due process and in fairness, as per DISTRICT rules and regulations, table of offenses and/or this AGREEMENT.

CONSENT/RELEASE

I consent to the collection of a urine/blood sample by \_\_\_\_\_ and its analysis by \_\_\_\_\_ for those substances specified in Article 35 of the Collective Bargaining Agreement.

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

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

I understand that I have the right to my complete test results and that the laboratory will preserve the sample for at least six (6) months. I have the right to have this sample split and a portion tested at a second laboratory of my choice. This test will be at the employee's expense if positive and at the DISTRICT's expense if negative. The retest shall be requested within three (3) working days after notification of a positive test.

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

I understand that a confirmed positive test may result in a requirement that I undergo rehabilitation and may be cause for disciplinary action under the Manual of Operations Rules and Regulations.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee

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**ARTICLE 36            DURATION OF AGREEMENT**

*Section 36.01*        This AGREEMENT shall be in effect for two (2) years, commencing on January 1, 2011, and expiring at 12:00 midnight on December 31, 2012, for all employees in the bargaining unit in the employment of the DISTRICT during that period. The parties agree that negotiations regarding a subsequent agreement shall commence as required by State statutes.

Woodinville Fire & Rescue

Woodinville Firefighters Association,  
IAFF Local 2950

By \_\_\_\_\_  
I. David Daniels, Fire Chief/CEO

By \_\_\_\_\_  
Greg Ahearn, President

By \_\_\_\_\_  
Randy Ransom, Commissioner

By \_\_\_\_\_  
Wally Holstad, Lead Negotiator

By \_\_\_\_\_  
Robert Miller, Commissioner

By \_\_\_\_\_  
Clint Olson, Commissioner

By \_\_\_\_\_  
Kevin Coughlin, Commissioner

By \_\_\_\_\_  
Tim Osgood, Commissioner

Date Signed:

\_\_\_\_\_

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## APPENDIX A

### OPERATIONS SALARY SCHEDULE

#### Firefighter

|                           |              |      |
|---------------------------|--------------|------|
| FF 1 - Probationary       | 0-12 months  | 70%  |
| FF 2                      | 13-24 months | 75%  |
| FF 3                      | 25-36 months | 82%  |
| FF 4                      | 37-48 months | 90%  |
| FF 5 - Senior Firefighter | 49+ months   | 100% |

#### Lieutenant

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

#### Captain

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

#### Battalion Chief

|                 |             |      |
|-----------------|-------------|------|
| Probationary BC | 0-12 months | 130% |
| BC 2            | 13+ months  | 135% |



## FIRE PREVENTION SALARY SCHEDULE

### Rotating fire inspector

|                         |  |      |
|-------------------------|--|------|
| FF 5 without IFCI cert. |  | 105% |
| FF 5 with IFCI cert.    |  | 110% |
| LT 2                    |  | 115% |

### Public Educator (Lieutenant/CRR)

|                   |             |      |
|-------------------|-------------|------|
| Public Educator 1 | 0-12 months | 107% |
| Public Educator 2 | 13+ months  | 115% |

### Inspector/Investigator (Lieutenant/CRR)

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

### Deputy Fire Marshal (Captain/CRR)

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

### Fire Marshal (Battalion Chief/CRR)

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

All salaries are based off of FF 5, with percentage differential listed above. Each step is contingent upon a satisfactory evaluation in permanent position.

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

## LONGEVITY

A longevity pay supplement shall begin at sixty (60) months (five (5) years) of service with the DISTRICT per table below payable each month:

| Years of Service                          | 2011-2012 |
|---|-----------|
| 60 through 119 months<br>(5-9 Years)      | 2%        |
| 120 through 179 months<br>(10-14 Years)   | 4%        |
| 180 through 239 months<br>(15-19 Years)   | 6%        |
| 240 through 299 months<br>(20 - 25 years) | 7%        |
| 300 months and up (25<br>Years and up)    | 8%        |

## COST OF LIVING ALLOWANCE (COLA)

Year #1 (2011): Effective January 1, 2011, the monthly base pay shall be equal to the December 31, 2010, base pay. No reduction in salary shall occur as a result of a negative CPI-U.

Year #2 (2012): Effective January 1, 2012, the monthly base pay shall be equal to the December 31, 2011 base pay plus 100% of the Seattle/Tacoma/Bremerton MSA CPI-U, all items, for the twelve (12)- month period of July 2010 to June 2011. No reduction in salary shall occur as a result of a negative CPI-U.

## DEFERRED COMPENSATION

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

|                                     |                    |
|-------------------------------------|--------------------|
| January 1, 2011 - December 31, 2011 | \$275.00 per month |
| January 1, 2012 - December 31, 2012 | \$275.00 per month |

Base Pay Schedule  
with effective dates of January 1, 2011 and 2012

|                                 | %           | 2010            | 2011<br>2010 + CPI-U | 2012<br>2011 + CPI-U |
|---------------------------------|-------------|-----------------|----------------------|----------------------|
| FF 1 (Probationary)             | 70%         | 4803.63         | 4803.63              |                      |
| FF 2                            | 75%         | 5,146.75        | 5,146.75             |                      |
| FF 3                            | 82%         | 5,627.11        | 5,627.11             |                      |
| FF 4                            | 90%         | 6,176.10        | 6,176.10             |                      |
| <b>FF 5</b>                     | <b>100%</b> | <b>6,862.33</b> | <b>6,862.33</b>      |                      |
| Lieutenant 1(Probationary)      | 107%        | 7,342.69        | 7,342.69             |                      |
| Lieutenant 2                    | 115%        | 7,891.68        | 7,891.68             |                      |
| Captain 1 (Probationary)        | 120%        | 8,234.80        | 8,234.80             |                      |
| Captain 2                       | 125%        | 8,577.91        | 8,577.91             |                      |
| Battalion Chief 1(Probationary) | 130%        | 8,921.03        | 8,921.03             |                      |
| Battalion Chief 2               | 135%        | 9,264.15        | 9,264.15             |                      |
| Rotating Inspector w/o IFCI     | 105%        | 7,205.45        | 7,205.45             |                      |
| Rotating Inspector w IFCI       | 110%        | 7,548.56        | 7,548.56             |                      |
| Inspector/Investigator 1        | 107%        | 7,342.69        | 7,342.69             |                      |
| Inspector/Investigator 2        | 115%        | 7,891.68        | 7,891.68             |                      |
| Deputy Fire Marshal 1           | 120%        | 8,234.80        | 8,234.80             |                      |
| Deputy Fire Marshal 2           | 125%        | 8,577.91        | 8,577.91             |                      |
| Fire Marshal 1                  | 130%        | 8,921.03        | 8,921.03             |                      |
| Fire Marshal 2                  | 135%        | 9,208.80        | 9,208.80             |                      |
| Public Educator 1               | 107%        | 7,342.69        | 7,342.69             |                      |
| Public Educator 2               | 115%        | 7,891.68        | 7,891.68             |                      |

## APPENDIX B

### SENIORITY LIST WOODINVILLE FIRE & RESCUE

January 1, 2011

|     |                                   | Seniority Date |
|-----|-----------------------------------|----------------|
| 1.  | Lt. Alan Nicholas                 | 11/06/78       |
| 2.  | Lt. Tim Bollinger                 | 08/18/80       |
| 3.  | Lt. Dave Hale                     | 03/09/81       |
| 4.  | Lt. Joe Mack                      | 03/09/81       |
| 5.  | BC Cliff Griffin                  | 12/05/82       |
| 6.  | Lt. Scott Reifers                 | 04/16/83       |
| 7.  | Lt. Steve Cooke                   | 04/16/85       |
| 8.  | FF Ronald Suggs                   | 04/16/85       |
| 9.  | Lt. Kerry Langan                  | 06/16/85       |
| 10. | Lt. Bryce Riddell                 | 01/16/86       |
| 11. | FF Gib La Fontaine                | 05/16/87       |
| 12. | BC Greg Ahearn                    | 05/16/87       |
| 13. | Lt. Drago Nevistic                | 05/16/87       |
| 14. | FF Ross VanVactor                 | 05/16/87       |
| 15. | Lt. Daren Bunger                  | 05/16/87       |
| 16. | P.E. David Leggett                | 02/16/88       |
| 17. | FF John Corbin                    | 03/16/88       |
| 18. | Lt. Rob Robertson                 | 04/16/88       |
| 19. | BC Neal Wineman                   | 04/16/88       |
| 20. | Insp. Rick Ihrie                  | 03/16/89       |
| 21. | Insp/Inv. Patricia Hayes-Johnston | 05/16/89       |
| 22. | FF Paul Shindelar                 | 04/16/90       |
| 23. | DFM Clifton House                 | 02/16/91       |
| 24. | FF Larry Laurent                  | 02/16/91       |
| 25. | FF Dale Griffith                  | 02/16/92       |
| 26. | FF Dale Walling                   | 02/16/92       |
| 27. | FF Daniel MonteCalvo              | 02/16/92       |
| 28. | BC Peder Davis                    | 02/16/93       |
| 29. | FF Brent Sytsma                   | 02/16/93       |
| 30. | FF Ted Klinkenberg                | 02/16/93       |
| 31. | FF Tony Eason                     | 02/16/93       |

|     |   | Seniority Date |
|-----|---|----------------|
| 32. | FF Anthony Woods                          | 02/16/93       |
| 33. | FF James Rodgers                          | 08/16/93       |
| 34. | FF Christian Hughes                       | 08/16/93       |
| 35. | FF Peter Briner                           | 08/16/93       |
| 36. | FF Paul Peterson                          | 10/01/93       |
| 37. | FF Matthew Durham                         | 04/16/95       |
| 38. | FF Douglas Bahr                           | 04/16/95       |
| 39. | Lt. Greg Garat                            | 05/01/96       |
| 40. | FF Jeff Smith                             | 01/22/98       |
| 41. | FF Ian D'Ambrosia                         | 06/16/98       |
| 42. | FF Gary Arnold                            | 06/16/98       |
| 43. | FF Scott Wedemeyer                        | 06/16/98       |
| 44. | FF Matt Roodzant                          | 06/16/98       |
| 45. | FF Matthew Plush                          | 06/16/98       |
| 46. | FF Kurt McGowan                           | 01/16/99       |
| 47. | FF Chad DeVlieger                         | 08/16/99       |
| 48. | FF Ian Wagner                             | 05/16/00       |
| 49. | FF Kyle Felmley                           | 06/16/00       |
| 50. | FF Dustin Wuebel                          | 06/16/00       |
| 51. | FF Marshall Frye                          | 02/16/01       |
| 52. | FF James Baca (Military Leave of Absence) | 07/16/01       |
| 53. | FF Chris Mezzzone                         | 07/16/01       |
| 54. | FF Justin Ralph                           | 05/16/02       |
| 55. | FF Seth Merritt                           | 08/16/02       |
| 56. | FF Elizabeth Downs                        | 08/16/02       |
| 57. | FF Cade Strand                            | 01/16/03       |
| 58. | FF Patrick Imboden                        | 08/16/03       |
| 59. | FF Jeffrey Childs                         | 10/16/03       |
| 60. | FF Brent Anderson                         | 10/16/03       |
| 61. | FF Ryan Riedl                             | 10/16/03       |
| 62. | FF Jesse Disch                            | 1/20/04        |
| 63. | FF Christopher Bailey                     | 5/1/2007       |
| 64. | FF Andrew Heichel                         | 9/1/2007       |
| 65. | FF Joel Kuhnhenh                          | 1/1/2010       |