COLLECTIVE BARGAINING AGREEMENT

By and Between

THE CITY OF EVERETT, WASHINGTON

and

EVERETT FIREFIGHTERS, LOCAL NO. 46

EFFECTIVE: January 1, 2009 through December 31, 2011

TABLE OF CONTENTS General Provisions

Article	Title	Page
1	Agreement	1
2	Recognition	2
3	Payroll Deductions	3
4	Union Security	4
5	Discrimination	5
6	Grievances	6-7
7	Management Rights	8
8	Prevailing Rights	9
_	Provisions Applicable to Wages and Benefits	
9	Salary Schedule	10-12
10	Holidays/Holiday Pay	13-14
11	Longevity	15
12	Medical Benefits/Insurance	16-17
13	Overtime	18-19
14	Call Back Pay	20
15	Vacations	21-22
16	Accumulated Sick Leave	23
17	Bereavement Leave	24
18	Court Time	25
19	Clothing Allowance	26
20	Education	27-28
21	Working Out of Classification	29
22	Liability Coverage	30
	Work Force Management	00
23	Line of Progression	31
24	Hours	32
25	Seniority	33
26	Shift Changes	34
27	Health and Safety	35
28	Personnel Reduction	36
29	Discipline and Discharge	37
30	Union Officials Time Off	38
30	Miscellaneous Provisions	30
31	Negotiation Procedures	39
32	Instructor Pay	40
33	•	41
33	Rotation to Cover Off-Duty Hours for Fire Inspectors and Assistant Fire Marshals	41
24		42
34 35	North Bend Training Facility Fire Division Chiefs	42 43
36	Specialties	43 44
30 37	·	
37	Duration Addenda	48
	1 10 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	
	Appendix A – LEOFF Health and Welfare Trust 2009 Monthly	
	Premium Rates	
	Appendix B – Educational Incentive Matrix Memorandum of Understanding Special Off Davis	
	Memorandum of Understanding – Special Off Days	
	Letter of Understanding - EMTA	

Letter of Understanding – Article 15 – Vacations Letter of Understanding – Civil Service Lists Letter of Understanding – Leave Without Pay for Off-the-job Injuries

ARTICLE 1 - AGREEMENT

The rules contained herein constitute an agreement between the City of Everett, Washington, hereinafter referred to as the "City," and the Everett Firefighters Local No. 46 of the International Association of Firefighters, hereinafter referred to as the "Union," governing wages, hours, and working conditions of employment for members of the bargaining unit. Any references herein to gender shall be deemed to include both genders.

ARTICLE 2 - RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and working conditions of employment for Fire Department employees in the classifications listed in Article 9.

ARTICLE 3 - PAYROLL DEDUCTIONS

Upon receipt of a written and signed form from the employee authorizing payroll deduction, the City shall each month deduct Union dues and assessments from the employee's wages in the manner prescribed by law. The amount so deducted shall be mailed each month to the Union.

Payroll deduction errors shall be adjusted within thirty (30) days after they become known and the Union, any employee or the City shall refund to the other any amounts paid, received or incorrectly withheld in error.

ARTICLE 4 - UNION SECURITY

All employees covered by this Agreement shall within thirty-one (31) days after employment with the City or thirty-one (31) days after the signing of this Agreement, whichever is first, be or become members of the Union, and shall thereafter tender dues and initiation fees uniformly required as a condition of membership. Such employees who, through the right of non-association, based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member, shall comply with RCW 41.56.122 and RCW 41.56.110, Section 2, Paragraph 1. All Union members shall remain members of the Union for the term of this Agreement with the exception of those employees excluded from the bargaining unit in Article 2.

ARTICLE 5 - DISCRIMINATION

The City agrees not to discriminate against any employee for activity in behalf of or membership in the Union. The City and the Union agree not to discriminate against any person or employee because of color, sex, race, religion, national origin, age, marital status or the presence of physical, mental or sensory disability unless it is a bona fide occupational qualification.

ARTICLE 6 - GRIEVANCES

For the purpose of this Agreement, the term grievance shall mean a dispute between the Employer and the Union or the Employer and an employee concerning alleged misinterpretation or violation of the Agreement. Grievant shall mean any aggrieved employee and/or the Union.

It is mutually agreed that the Union has the right in its own capacity to act as an aggrieved party in the grievance procedure. In the event that the aggrieved party is an individual employee, the grievance procedure shall begin with Step 1. In the event the Union is the aggrieved party, the procedure shall begin with Step 3.

The grievant shall have fifteen (15) calendar days to initiate the grievance procedure from the time the aggrieved party first becomes aware of the alleged grievance.

- Step 1: The grievant shall submit in writing, to the Union grievance committee, all relevant facts involving the alleged grievance along with the remedy sought. The Union grievance committee, upon receiving the written and signed statement, shall determine if a grievance exists within seven (7) calendar days after receipt of the said grievance. If, in their opinion, no grievance exists, no further action will be taken.
- Step 2: If the committee agrees that a grievance does exist, they and/or the employee shall outline the grievance in writing, identify all relevant facts and specify the article(s) and section(s) in dispute along with the remedy sought and present the same to the employee's Battalion Chief¹ within seven (7) calendar days. The Battalion Chief¹ shall forward a copy of the grievance immediately to the Fire Chief.
- Step 3: If within seven (7) calendar days following receipt the Battalion Chief¹ has not settled the grievance satisfactorily, the committee and/or the employee may submit it to the Fire Chief. If the grievant is the Union, the first step of the grievance shall be to submit the grievance in writing to the Fire Chief using the grievance format (facts, contract provisions and remedy) of Step 2.
- Step 4: If within seven (7) calendar days following receipt the Chief has not settled the grievance satisfactorily, the committee and/or employee may submit it to the Mayor.
- Step 5: If within fourteen (14) calendar days following receipt the Mayor has not settled the grievance satisfactorily, the Union may submit the grievance to arbitration. The City and Union representatives shall meet within twenty-one (21) calendar days of receipt of the grievance by the Chief to select a neutral arbitrator. If the parties can not agree to the appointment of a neutral arbitrator, the parties shall request a list of nine (9) arbitrators from the American Arbitration Association (A.A.A.). Within seven (7) calendar days following receipt of the list from the A.A.A., the parties shall meet and shall take turns in striking names from the list

6

¹ For non-suppression personnel, the grievance is submitted to the appropriate Assistant Chief or Fire Marshal.

until one remains; the first striking to be governed by the toss of a coin. The decision of the arbitrator shall be final and binding upon all parties concerned. Each side to the arbitration shall pay for one-half of the arbitrator's fees and expenses.

The employee or Union and the City may, by mutual written agreement, extend the time limits specified in this grievance procedure.

By mutual written agreement, any step in the grievance procedure may be omitted and the grievance advanced to the next step.

ARTICLE 7 - MANAGEMENT RIGHTS

The management of the City and the direction of the work force are vested exclusively in the City unless otherwise expressly provided by the terms of this Agreement. The City has the right to manage and operate the Fire Department in its discretion, and to adopt rules for the operation of the Department and the conduct of its employees, provided such management, operation and rules are not controlled by the terms of this Agreement or by applicable law. Examples of such rights include the right:

- A. to recruit, hire, transfer within the Fire Department, promote or lay off employees;
- B. to suspend, demote and/or discharge employees or take other disciplinary action;
- C. to schedule meetings for all supervisory personnel;
- D. to assign work and determine the location and the number of personnel to be assigned duty at any time. It is understood by the parties that every incidental duty connected with fire service oriented operations enumerated in job descriptions is not always specifically described. The City agrees that work assignments shall be limited to Fire Department duties.
- E. to control the departmental budget, including its allocation for equipment and supplies.

ARTICLE 8 - PREVAILING RIGHTS

All rights and privileges for employees, at the present time in the form of salaries, overtime, insurance, other monetary payments by the City, hours, and shifts shall remain in full force, unchanged and unaffected in any manner by this Agreement except as expressly provided elsewhere in this Agreement or changes by mutual consent, provided that this Article shall have no application to a situation where a third party unilaterally alters or terminates a health care plan, in which case the parties will bargain collectively as required by law.

ARTICLE 9 - SALARY SCHEDULE

2009 Salary Schedule

Effective January 1, 2009, the following salary schedule for all members of the bargaining unit shall be:

CLASSIFICATION TITLE	RANGE NO.	STEP A	STEP B	STEP C	STEP D	STEP E
Firefighter	04-017	4133	4574	5014	5454	5898
Firefighter/EMTA	04-018	6488				
Firefighter Driver/Engineer	04-018	6488				
Firefighter/Paramedic	04-020	6783				
Fire Captain	04-021	7373				
Fire Inspector	04-021	7373				
Medical Services Officer	04-022	7549				
Fire Battalion Chief	04-023	8257				
Asst. Fire Marshal	04-023	8257				
Fire Division Chief	04-024	8670				

EMT

Any personnel other than a Firefighter/EMTA or Firefighter/Paramedic assigned to an aid car shall receive \$1.00 per hour over and above his/her regular pay for each hour assigned such duties.

2010 Salary Formula

Effective January 1, 2010, the 2009 salary schedule shall be increased by one hundred percent (100%) of the percentage change in the Consumer Price Index (CPI-U) (1982-1984=100) for the Seattle area for the June 2008 to June 2009 index.

2011 Salary Formula

Effective January 1, 2011, the 2010 salary schedule shall be increased as follows:

a. If the percentage change in the Consumer Price Index (CPI-U) (1982-1984=100) for the Seattle-Tacoma area for the June 2009 to June 2010 index increases between 0% and 2.49%, the monthly salary schedule shall be increased by one hundred percent (100%) of the change plus an additional .75%.

- b. If the percentage change in the Consumer Price Index (CPI-U) (1982-1984=100) for the Seattle-Tacoma area for the June 2009 to June 2010 index increases between 2.5% and 3.49%, the monthly salary schedule shall be increased by ninety five percent (95%) of the change (unless 100% of 2.49% is higher, in which case 100% of 2.49% will be used) plus an additional 1%.
- c. If the percentage change in the Consumer Price Index (CPI-U) (1982-1984=100) for the Seattle-Tacoma area for the June 2009 to June 2010 index increases 3.5% or above, the monthly salary schedule shall be increased by ninety percent (90%) of the change (unless 95% of 3.49% is higher, in which case 95% of 3.49% will be used) plus an additional 1.25%.

Salary Progression:

Salary Progression Intervals shall be as follows:

- 1. Firefighter/EMTA or Firefighter Driver/Engineer: 10% above First Class Firefighter
- 2. Firefighter/Paramedic: 15% above First Class Firefighter
- 3. Fire Captain or Fire Inspector: 25% above First Class Firefighter
- 4. Medical Service Officer: 28% above First Class Firefighter
- 5. Fire Battalion Chief or Asst. Fire Marshal: 40% above First Class Firefighter
- 6. Fire Division Chief: 47% above First Class Firefighter

Specialty:

Pay for Specialty Assignments shall be as follows:

- 1. After ten (10) years of paramedic service in the Everett Fire Department, Paramedics shall receive an additional 3% attached to his/her base salary.
- 2. Station Captains shall receive an additional 3% attached to base salary. One Station Captain shall be assigned at each fire station. Station 1 will have two Station Captains assigned to it. Station Captains will be subject to station assignment. Station Captain eligibility will be based on seniority.
- 3. Hazardous Materials Technician: Team members shall receive an additional 3% attached to their base salary. Members will be eligible for up to 40 hours of annual overtime for ongoing competency training.
- 4. Technical Rescue Technician: Team members shall receive an additional 3% attached to their base salary. Members will be eligible for up to 40 hours of annual overtime for ongoing competency training.

- 5. Non-classified Paramedics: Employees who maintain the Washington State Paramedic Certification after promoting out of the paramedic classification will have 3% attached to their base salary, and the employees are eligible for all provisions of Article 20, Section 2 regarding continuing medical education. Paramedics who have achieved Senior Paramedic Status may upon voluntary demotion to firefighter have the 3% attached to their base salary under the foregoing conditions.
- 6. All personnel filling positions #1 #5 above shall comply with the Everett Fire Department Rules and Regulations governing these positions.
- 7. An employee shall not receive more than six (6) percent specialty pay.

Deferred Compensation:

In lieu of FICA contributions, the City will contribute to each bargaining unit member in addition to that employee's monthly salary, deferred earned compensation each month to a City-sponsored Section 457 Deferred Compensation Program. The amount per month shall be \$130.00.

The deferred compensation is separate pay and is not part of the base monthly salary as codified in the City of Everett Basic Salary Schedule Ordinance. The provision is subject to the City's deferred compensation rules and regulations adopted by City Council and IRS regulations, and the computation of retirement contributions and pension benefits shall be governed by applicable state law. The parties agree that said contribution will not count toward the Holiday Pay article's annual cashout.

ARTICLE 10 - HOLIDAYS/HOLIDAY PAY

1. Holiday Date Observed

	(Suppression)	(Non-Suppression)		
New Year's Day	Actual Calendar Day	Per City Calendar		
Martin Luther King Day	Actual Calendar Day	Per City Calendar		
President's Day	Actual Calendar Day	Per City Calendar		
Memorial Day	Actual Calendar Day	Per City Calendar		
Independence Day	Actual Calendar Day	Per City Calendar		
Labor Day	Actual Calendar Day	Per City Calendar		
Veteran's Day	Actual Calendar Day	Per City Calendar		
Thanksgiving Day	Actual Calendar Day	Per City Calendar		
Day After Thanksgiving	Actual Calendar Day	Per City Calendar		
Christmas	Actual Calendar Day	Per City Calendar		
One Floating Holiday	At employee's choice except for January 1; July 4;			
- ,	Thanksgiving Day; and Christmas Day			

- sing the heliday shift, it shall be determined as the
- 2. For the purpose of establishing the holiday shift, it shall be determined as the day on which the shift starts. The City may refuse a request for a floating holiday if it reduces the minimum manning level below the level stated in Article 27.
- 3. For non-suppression personnel, the City agrees to pay 1/30th of the member's annual base salary once a year to each employee working a 40-hour work week. The 1/30th is calculated for an eight-hour holiday. In return, each employee will work two holidays at regular time. The two holidays worked will be mutually agreed upon between the employee and supervisor. Once agreed upon, the holidays may not be changed. The employee may choose to use vacation or compensatory time in lieu of working the agreed upon holidays.

If the employee does not work the holiday because of illness, injury, disability leave, or assignment out of a 40 hour work week position, the employee shall have the sum equal to 1/8th deducted from the final holiday check. The holiday pay will be issued after the second holiday is worked.

During any holiday week, non-suppression personnel will automatically revert to the five-day 0800 – 1700 hours work week. The intent of this provision is to retain the 40 hour work week.

4. The City agrees to pay 1/18th of the member's annual base salary once a year to each employee working a 42-hour average work week in fire suppression. The money shall be paid in lieu of all other holiday pay. Said monies shall be paid on the payday immediately prior to the employee's vacation, upon receipt of an application for said monies at least one week prior to said payday. Any employee who accrues his/her vacation can receive their Holiday Pay on or after July 1st. Any person not present because of illness, injury, being on disability leave, or permanent assignment out of fire suppression on a holiday on which he is scheduled to work, shall have the sum equal to 1/10th deducted from his next holiday check. Anyone who retires after receiving his holiday check shall have the remaining holidays of that year deducted from his

- separation check from the City. This deduction to be computed at a rate of 1/10th for all remaining holidays.
- 5. Floating holidays may be accrued without limit in number and taken at the employee's request, provided that the Department has the right to deny a request where taking the day would result in overtime. So that the employee may have a reasonable opportunity to plan for the usage of floating holidays, the Department will ensure that if the approval of the day off does not appear to cause overtime as of fourteen (14) days prior to the date of the day off, then the Department will assure the employee that he/she may take the day off. The only circumstances in which floating holidays will be redeemable for cash (compensable based on the employee's then applicable hourly rate of pay) shall be:
 - A. Said floating holidays were accrued prior to January 1, 1988, or
 - B. The employee dies while in the employment of the City.

ARTICLE 11 - LONGEVITY

The City approves the longevity principle as part of its salary schedule and such principle shall be applied in the adoption of the budget. Longevity shall be paid as follows:

Longevity shall be based by percentage on the first class firefighter monthly base salary.

Longevity shall be paid as follows:

After 4 years service, base pay plus 2% per month. After 8 years service, base pay plus 3.5% per month. After 12 years service, base pay plus 5.5% per month. After 16 years service, base pay plus 7% per month. After 20 years service, base pay plus 9% per month. After 24 years service, base pay plus 11 % per month. After 28 years service, base pay plus 13% per month.

Longevity shall be added to base pay regardless of rank or position on the Fire Department or any subdivision thereof, but shall only apply to members of this bargaining unit.

ARTICLE 12 - MEDICAL BENEFITS/INSURANCE

1. LEOFF II EMPLOYEE AND DEPENDENT MEDICAL:

A. The City agrees to offer the LEOFF Health and Welfare Trust.

Effective January 1, 2009, the City agrees to pay the 2009 monthly premium amount (Appendix A) of the LEOFF Health and Welfare Trust plan for employees and their dependents.

Effective January 1, 2010, the City agrees to pay the monthly premium for the employees (e.g., \$556.55 in 2009). Any dependent premium increase -- from 2009 rates -- above 4% will be the responsibility of the employee.

Effective January 1, 2011, the City agrees to pay the monthly premium for the employee. Any dependent premium increase -- from 2010 rates -- above 6% will be the responsibility of the employee.

If the LEOFF Health and Welfare Trust terminates during the year, the employee may choose to enroll in the City's self-insured medical plan or the health management organization plan.

B. The City agrees to offer the City's self-insured or health maintenance organization plan.

The City will pay the monthly premium cost toward the purchase of the City's self-insured basic/major medical program for employees and their dependents.

If the health management organization plan is elected, the employee shall pay the premium difference between the City's self-insured plan and the health management organization plan.

C. The employee has the choice of plans, but the plan must be the same for all family members.

2. LEOFF I DEPENDENT MEDICAL:

A. The City agrees to offer the LEOFF Health and Welfare Trust for dependents, provided that dependents can participate without the employee.

Effective January 1, 2009, the City agrees to pay the 2009 monthly premium amount (Appendix A) of the LEOFF Health and Welfare Trust plan for dependents.

Effective January 1, 2010, any dependent premium increase -- from 2009 rates -- above 4% will be the responsibility of the employee.

Effective January 1, 2011, the City agrees to pay the monthly premium for the employee. Any dependent premium increase -- from 2010 rates -- above 6% will be the responsibility of the employee.

If the LEOFF Health and Welfare Trust terminates during the year, the employee may choose to enroll in the City's self-insured medical plan or the health management organization plan.

B. The City agrees to offer the City's self-insured or a health maintenance organization plan for dependents.

The City will pay the monthly premium cost toward the purchase of the City's self-insured basic/major medical program for employees and their dependents.

If the health management organization plan is elected, the employee shall pay the premium difference between the City's self-insured plan and the health management organization plan.

- 3. DENTAL COVERAGE: The City will pay 100% of the monthly premium for the basic dental insurance plan offered through Washington Dental Service. Said dental insurance will be provided for all bargaining unit members and their dependents. Effective July 1, 2006 the annual maximum shall be increased to \$2,000.
- 4. In lieu of the City's historical practice of making a modest contribution toward the purchase of a disability income insurance plan for LEOFF II employees, the City will, effective January 1, 2003, make a monthly contribution to the Premium Reimbursement Plan of the Washington State Council of Fire Fighters Employee Benefit Trust (the "Plan") on behalf of each employee. The monthly contribution will be the equivalent of one hour's pay for a First Class Fire Fighter at the then-applicable rate.

By making such contributions, the City does not make any representations concerning the tax treatment of City contributions or of payments made by the Plan and relies on the Plan's representation that the Plan will properly withhold and report all such payments in accordance with applicable law, including for payments made to domestic partners. Further, the City does not agree to make any further contributions to the Plan for any other liability or claim beyond the monthly contributions described above. In the event of any claim by the Plan or any other entity or individual against the City, other than concerning the above-described monthly contributions, the Union agrees to indemnify and hold the City harmless from and against any and all liability related thereto, including for the City's attorney's fees and associated costs of defense.

ARTICLE 13 - OVERTIME

Recognizing that emergencies, vacations, sickness or other unforeseen conditions may require an employee to work overtime, time-and-one-half of the employee's regular hourly rate shall be paid under any of the following conditions:

- 1. All work performed in excess of the regularly assigned work shift.
- 2. All work performed in excess of the regularly assigned work week.

When an employee is called in to complete a shift, he/she shall be paid overtime for:

- 1. A full shift if called in before the middle of the shift, or
- 2. One-half the shift if called in after the middle of the shift.
- 3. This 24-hour shift shall be divided into a 10-hour day shift (0800-1800) and a 14-hour night shift (1800-0800). For the purpose of determining pay for part shifts, if an employee is called in prior to the mid point of a shift, he/she shall be paid for the whole shift. If said employee is called in after the midpoint of a shift he/she shall be paid for half the shift.

All overtime, except for emergency work, mandatory education and mandatory overtime, shall be recorded on an overtime list as established by the Chief of the Department. Examples of mandatory education and overtime shall include, but not be limited to, all certification and recertifications, holdovers, and all required training. This list shall be audited by a union committee as needed, to insure that a fair and accurate recording of hours is kept. To keep parity in the overtime hours, a differential of 24 hours shall be used. Firefighters shall be called rank for rank until they average 24 hours ahead of officers. Then the Union Auditing Committee shall submit to the Chief of the Department, in writing, that hours are not in parity and officers shall be called rank for rank, until such time as the hours are as close to even as possible. It shall be the responsibility of the Chief of the Department and the Union Committee to see that an equal amount of hours as possible shall be divided among all members who are eligible in the Fire Department.

- 1. If on scheduled absences, i.e., vacation, special assignments, special offs, union officials time off, where crew shortages are not created, and the overtime is in parity, then a person on the eligibility list for that position shall be moved up in an acting capacity. If there is no person on the eligibility list for that position available, then rank for rank shall be called.
- 2. If no person on an eligibility list is available on a platoon, then rank for rank shall be called at the rank of the absentee.
- 3. In the event that an officer of the same rank cannot be located to work an overtime shift, an employee on the eligibility list for that rank shall be worked overtime.

Should it become impossible to locate either an officer of the same rank or an employee on the eligibility list for that rank, an employee who is eligible by virtue of seniority to take an examination for that rank shall be worked on overtime. The list of qualified personnel to fill these, positions shall be maintained by the Chief of the Department and posted in all stations.

If any member refuses an overtime shift twice in succession for any reason other than a conflicting Fire Department schedule, official union business, vacation or with less than two (2) hours notice, they shall be charged with ten (10) hours overtime. If a person is called for overtime and is sick or on disability, he/she shall have an "S" or "D" marked on their overtime card and not be called for overtime for a period of six (6) calendar days inclusive. If at that time he/she is called for an overtime shift and is still sick, disabled and/or refuses the overtime, then ten (10) hours will be charged in overtime.

ARTICLE 14 - CALL BACK PAY

Bargaining unit employees are subject to being called back to work for an emergency. Employees called back for emergencies shall be paid in accordance with Article 13 for a minimum of two (2) hours plus actual hours worked excluding travel time.

For the purposes of this Article only, the word "emergency" shall be defined to mean those incidents which arise without advance notice which endanger life and property where supplemental off-duty personnel are required by the employer.

ARTICLE 15 - VACATIONS

- 1. A. Basic vacation allowance for bargaining unit members shall be 168 hours per year for all personnel with less than eight (8) years of service, 180 hours per year for all personnel between 8-12 years of service, and 192 hours per year for all personnel with more than 12 years of service. All members of the bargaining unit with less than 12 years of service may, at their request, have their floating holiday attached to the end of their vacation and taken in conjunction with said vacation.
 - B. The allocation of basic vacations shall be done on the basis of seniority within each platoon; the most senior individual choosing his/her vacation first, then the next most senior, etc. The first round selection allows employees to take 2 to 8 shifts consecutively. It is understood that the practicalities of the first round selection mean that the second round may well result in the need to split vacation requests into two (2) or more segments. The second round selection allows employees to take 1 to 6 separate shifts in any open slot available.

Number of shifts per individual will be limited by their allowed shifts of vacation based on longevity.

The Union recognizes this above selection process may create situations where employees on acting lists may have to move more often from station to station and will make every effort to provide sufficient acting lists. Furthermore, the Union employees will not be compensated for these moves, including mileage, beyond their regular 24 hour shift.

When an individual with carried-over vacation opts to take such vacation, it shall be added subsequent or prior to his/her regular first round vacation selection and can not cause more than four (4) members off in any one slot until all 4th slots are full. If carried over vacation is selected in the second round it can be taken in any open slot(s) after all second round selections are complete.

- C. For the purposes of this article, seniority shall be determined by the date on which the employee commenced service with the City of Everett Fire Department.
- D. The City will make a reasonable attempt to align the four (4) platoons in regards to seniority. This may be done on a biennial basis.
- 2. The basic vacation for non-suppression personnel may be taken in any increment, at the employee's request, with concurrence of the Employer.
- 3. No individual shall be allowed to carry over in excess of 384 hours of vacation, unless under special circumstances the Mayor authorizes an additional carryover in writing for the ensuing year. The 384-hour maximum will be applied at midnight of December 31 annually, taking into account all accrual and usage as of that point. Any excess hours

will be deleted. Vacation hours carried over must be in increments of a full years vacation allotment.

- 4. New hires shall earn vacation at a rate of 14 hours per month of service and shall not be eligible to take vacation until they have completed their probation and until the next calendar year after the calendar year in which they were hired. For their first vacation, they will be given only those hours earned during their first calendar year of employment. The accruing period shall be January 1 through December 15 and a hire date on or before the 15th of any month will accrue for that month. A hire date after the 15th shall not apply until the following month. The first vacation shall be in an open vacation period or at the discretion of the Fire Department.
- 5. At the end of an employee's career, basic vacation will be redeemable for cash (compensable based on the employee's then applicable hourly rate of pay) for all basic vacation hours accrued to a maximum of 384 hours, or such other maximum as appears in the Letter of Understanding concerning vacations appended hereto.
- 6. Floating vacation shifts already accrued may be taken at the employee's request, provided that the Department has the right to deny a request where taking the day would result in overtime. So that the employee may have a reasonable opportunity to plan for the usage of such floating vacation days, the Department will ensure that if the approval of the day off does not appear to cause overtime as of fourteen (14) days prior to the date of the day off, then the Department will assure the employee that he/she may take the day off. The only circumstances in which floating vacation shifts will be redeemable for cash (compensable based on the employee's then applicable hourly rate of pay) at the end of an employee's career shall be:
 - A. Said floating vacation days were accrued prior to January 1, 1988, or
 - B. The employee dies while in the employment of the City.
- 7. Vacation slots for fire suppression and non-suppression personnel shall be set by the Fire Department in November of each year for the following year vacation selection.
 - A vacation slot shall be defined for suppression personnel as seven to eight 24 hour shifts. For non-suppression personnel, a vacation slot shall be defined as an eight (8) hour day, five (5) working days, Monday through Friday. Each vacation slot shall allow up to three (3) personnel per slot.
- 8. When an individual with carried-over vacation opts to take such vacation, it shall be added subsequent or prior to his/her regular vacation selection or it may be taken in any open vacation slot after the second round of selections. This option (4th person per slot) shall be limited to one (1) full year's vacation allotment per calendar year or such lesser amount as may have been earned in one (1) calendar year.

ARTICLE 16 - ACCUMULATED SICK LEAVE

After the probation period of twelve (12) months, an employee shall be eligible to receive sick leave with pay, as herein provided, for the following reasons only:

- A. Personal illness or physical incapacity to such an extent as thereby to be rendered unable to perform the duties of his/her position, provided such illness or incapacity shall not be caused or brought on by dissipation or abuse of which the head of the Department shall be the judge subject to review by the Mayor, in consultation with the employee's physician and/or a physician representing the City.
- B. Enforced quarantine in accordance with certain health regulations.

For LEOFF II members, the sick leave benefit shall be as follows:

A probation period of twelve (12) months must be served and during that period of time a new hire may take sick leave for periods of no greater than three (3) consecutive shifts without loss of pay.

Upon completion of probation, a new hire shall be credited with 294 hours of sick leave and further shall accrue six (6) hours per pay period beginning with the original date of employment. The maximum accrual of sick leave shall be 1,176 hours.

ARTICLE 17 - BEREAVEMENT LEAVE

When death occurs among members of an employee's immediate family, the employee, at his/her request to the department head, shall be granted reasonable and necessary time off to make arrangements as needed and to attend the funeral and shall be compensated at his/her normal salary for the hours lost from his/her regular schedule, before or after the funeral, with the maximum of two (2) shifts allowance, if working. This time off shall not be deducted from accumulated sick leave or vacation.

Members of an employee's immediate family shall be defined as employee's spouse, domestic partner, children, and step-children including domestic partner's children; parents, step-parents and siblings of the employee, spouse or domestic partner; grandchildren, grandparents or step-grandparents of the employee, spouse or domestic partner. "Domestic Partner" is defined for purposes of this article as the criteria outlined by the City's Domestic Partner resolution or the State Registry. Proof of criteria may be requested. If there is a disagreement about the employee's time off, the matter shall be resolved after the employee returns to work.

ARTICLE 18 - COURT TIME

The City shall grant leave with pay to any member of the bargaining unit for the period of time such member is to appear before a court, judge, justice, magistrate, or coroner as a plaintiff, defendant, or witness due to the performance of his/her duties as an employee. Any off-duty member so required to appear shall receive a minimum of two (2) hours pay at the overtime rate or the actual time involved at the overtime rate, whichever is greater.

ARTICLE 19 - CLOTHING ALLOWANCE

- 1. The City of Everett shall purchase and replace Class B uniforms and turnout clothing, as well as any other specialized fire fighting clothing required by the Chief of the Department. Replacement will be made as necessary, by the means of a requisition to the Chief of Services. Maintenance shall be the responsibility of the individual members, with the exception of the post incident cleaning and maintenance of the Class B uniform.
- 2. Dry cleaning shall be allowed to include Class B uniform (jacket and pants), uniforms for the Fire Prevention Bureau and office personnel.
- 3. The City of Everett shall furnish beds, mattresses, blankets, spreads, pillows and towels. Members of the department shall furnish and maintain their own sheets and pillowcases.
- 4. The City agrees to purchase and maintain work shoes that meet current requirements and standards set forth by the Fire Department. During the contract period the City agrees to replace presently owned work shoes on a need basis.
- 5. Class A Uniform. Purchase of a Class A uniform is at the option of the employee.
- 6. For those employees who have or purchase a Class A uniform, the City will:
 - A. Pay for necessary maintenance of the Class A uniform. Necessary maintenance includes replacing of patches or other insignia.
 - B. Replace a Class A uniform as necessary, as long as the employee's old Class A uniform is exchanged for the replacement.

ARTICLE 20 - EDUCATION

1. Voluntary Education: The City recognizes the value of education and agrees to follow those terms as outlined in the City Tuition Aid program.

2. Mandatory Education:

- A. It is agreed that the City shall pay the cost of all EMT certification and recertification classes and tests taken by all firefighters, regardless of date hired. Further, firefighters who are taking required EMT courses shall be allowed sufficient time off with pay to attend those classes should the scheduling of these classes coincide with the employee's normal work schedule.
- B. When paramedic trainees attend the formal paramedic training at Harborview, they shall be released from normal duty and shall receive a stipend equal to 12.5% of senior firefighter pay per month in lieu of all overtime, lodging, meal and travel expenses. If the program changes from Harborview, then this clause is subject to negotiation between the parties.
- C. If the required number of hours of continuing medical education is increased beyond the requirements, as of December 31, 1987, for the position of EMT, EMTA and Paramedic, the employees shall be compensated at time-and-onehalf of the employee's regular hourly salary for each hour spent in a class or training session.
- D. The City recognizes the value of training paramedics under the purview of the City Medical Program Director.

Paramedics are required to attend 30 hours of mandatory Category 1 Continuing Medical Education (CME) training by the City's Medical Director. During the required Category 1 CME training, a paramedic will receive 1.5 times his/her hourly salary up to a maximum of 30 required CME hours under the following conditions:

- 1. The classes are attended in Everett during off-duty status.
- 2. If the paramedic attends 30 hours of Category 1 CME classes, the paramedic will receive 1.5 times his/her hourly salary for classes attended off-duty up to a maximum of 30 hours.
- 3. The Medical Director and the City of Everett have the right to determine the type of training eligible for continuing education credit under this program.
- 4. Continuing education equivalency hours outside of the City of Everett must be approved by the Fire Chief or designee.
- E. Paramedics will be paid at 1.5 times their hourly salary up to two (2) hours for recertification tests.

- F. Except as provided in paragraph 2(b) of the EMT addendum attached to this Agreement, no additional compensation for maintaining the status of EMT, EMTA or paramedic shall be paid by the City unless such education would require the payment of overtime under the provisions of the Fair Labor Standards Act.
- 3. Education Incentive Program. This program will feature a matrix of classes, which will be determined by the Fire Chief or designee.

The education incentive pay for completion of Level I (296 hours) is the equivalent of one additional step in longevity pay. An employee who has completed Level I hours will be compensated at a rate equal to one longevity step above his/her normal step, based on years of service.

The education incentive pay for completion of Level II (408 hours) is the equivalent of two (2) additional steps in longevity pay. An employee who has completed Level II hours after completing the Level I hours will be compensated at a rate equal to two longevity steps above his/her normal step, based on years of service.

Although the Education classes may be taken and completed in any order, an employee cannot qualify for Level I pay until they have completed all of the Supervision and Leadership hours. All classes will be attended off duty. If the employee desires time off duty, the employee will provide any necessary relief.

Upon completion of Level I and Level II hours and 24 years or more of continuous service with the City, the employee will be compensated at the maximum rate (28 year step) defined in Article 11 plus 2%.

See Appendix B for a list of qualifying classes.

4. College Incentive. Effective January 1, 2010, employees who are first class firefighters will be eligible for College Incentive Pay.

Fire-related Associate's Degree: 1.5% of first class firefighter pay

Bachelor's Degree: 3% of first class firefighter pay

College incentive pay will be based on transcripts from accredited colleges or universities provided by the employee. The HR Department will have final approval oversight of all transcripts. The transcript and approval will be placed in each employee's personnel file.

- 5. Civil Service Educational Incentive Points. Effective January 1, 2011, employees will receive the following points on Civil Service promotional processes for Inspector, Assistant Fire Marshall, Medical Services Officer, Captain, Battalion Chief and Division Chief:
 - 2 points for completion of Level I Educational Matrix hours or
 - 4 points for completion of Level I & Level II Educational Matrix hours
 - 2 points for an accredited fire related Associate's Degree or
 - 4 points for an accredited Bachelor's Degree

ARTICLE 21 - WORKING OUT OF CLASSIFICATION

Any firefighter assigned to act as an officer of a higher rank or working in a position of higher classification shall receive wages for the classification starting from the first shift. This shall not apply to any job wherein a test is not required for advancement.

If there is a temporary vacancy in a higher rank or higher classification, where crew shortages are not created, the vacancy shall be filled by an employee who is on the Civil Service promotional list for that classification. If no employee on the Civil Service promotional list is available, the most senior employee eligible to take the examination may fill the vacant position (unless bypassed for cause), provided that an employee may refuse the assignment in which case the next most senior employee eligible to take the examination will be asked, etc. Except by mutual agreement, each employee shall not be moved between platoons more than twice per year to fill a temporary vacancy in a higher classification and twice per year to fill a lateral vacancy resulting directly from an out of class move, provided, however, that these annual move limitations apply only to this article. One move is defined to include the employee's assignment from and return to the original platoon.

ARTICLE 22 - LIABILITY COVERAGE

The City shall provide legal defense and pay valid judgments and claims, consistent with City Ordinance No. 287-74, or as hereafter amended, for every member of the bargaining unit arising out of or incident to conduct occurring while the member was performing official duties within the scope of his/her City employment.

ARTICLE 23 - LINE OF PROGRESSION

Requirements to take promotional examinations within the fire service are as follows:

Firefighter Driver/Engineer Three (3) years of service as a Firefighter

Firefighter/EMTA Three (3) years of service as a Firefighter

*Firefighter/Paramedic Attainment of the rating of First Class Firefighter with three

(3) years of service in the City of Everett Fire Department;

<u>AND</u>

Certification as a Washington State Emergency Medical Technician (Basic) OR Washington State Emergency Medical Technician/I.V. and Advanced Airway Technician.

Medical Services Officer Four (4) years of service as an Everett Fire Department

Paramedic.

Fire Inspector Three (3) years of service as a Firefighter.

Assistant Fire Marshal One (1) year service in the Fire Prevention Bureau as a

Fire Inspector; or be a Captain for two (2) years; or hold a

Battalion Chief's appointment.

Fire Captain Five (5) years service within the Fire Department.

Battalion Chief Four (4) years service as a Captain, two of which must be

line experience.

Fire Division Chief Ten (10) years service in the Fire Department.

All of the above are based upon the entry level classification of Firefighter.

*The position of Firefighter/Paramedic shall be a promotional selection process from within the Everett Fire Department and would become open/competitive only in the event that the position(s) could not be filled by qualified in-house candidates.

Effective July 1, 2009, members appearing on Civil Service lists for Captain, Battalion Chief, Inspector, Medical Services Officer, Assistant Fire Marshal and Division Chief will not be eligible for acting positions or promotion until they have completed the respective workbook requirements for that position.

Civil Service Promotional Examination Processes. Effective January 1, 2010, Civil Service promotional examination processes will be weighted as follows: 40% practical, 40% written, and 20% oral for the testing of Captains, Battalion Chiefs, Inspectors, Medical Services Officers, Assistant Fire Marshals and Division Chiefs.

Past list points shall be calculated to include only the final examination grades earned (exclusive of past list experience, incentive points, veteran's points and time in service points).

ARTICLE 24 - HOURS

The hours of duty shall be established according to the initiative ordinance of the City of Everett so that the average weekly hours of duty in any month shall not exceed 42 hours. The normal work shift for suppression personnel shall be twenty-four (24) hours. In no case, except on emergency, shall a firefighter be required to work in excess of 24 consecutive hours. The four (4) platoon system shall be exercised in carrying out this work schedule.

Non-suppression members work shift shall be 0800 to 1700 hours, wherein one hour shall be for meals, provided, however, by mutual agreement between the Department and the employee, an employee may work a schedule other than that set forth above, such as during the holiday season or at times when the Department has special needs which necessitate deviation from the normal shift. Provided, however, that the continued deviation from the 0800 to 1700 hour shift after the initial mutual agreement shall not continue more than ten (10) shifts without the continued agreement of the employee.

Except as provided above, any changes in the working schedule shall be subject to negotiation between the City and the Union according to the procedures outlined in Article 31 of this Agreement and Washington State law.

As of January 1, 1990, the parties have implemented the concept of a 24 hour shift. Changes to contract language have been made to reflect this change. However, in the event any language changes have been overlooked or omitted, all other provisions of this contract and any amendments or addendums thereto shall be construed to be read consistent with a 24 hour shift unless specifically stated otherwise.

ARTICLE 25 - SENIORITY

The City shall establish a seniority list and it shall be brought up-to-date January first of each year and immediately posted in all stations and divisions of the Department. All longevity steps shall be assigned according to the current seniority list. Any objections to the seniority list posted shall be reported to the Assistant Chief of the Department and proper adjustments made.

ARTICLE 26 - SHIFT CHANGES

Each member of the bargaining unit shall have the right to exchange shifts without extra pay, with the approval of the Fire Chief or his designee, when trading with other bargaining unit members, when the change does not interfere with the best interests of the Fire Department.

ARTICLE 27 - HEALTH AND SAFETY

The parties recognize that manning (crew size, on duty shift force) vitally affects the efficient and economic operation of the Department in providing the best possible service to the community and, further, that changes from the present minimum level agreed to in prior contracts do affect the safety and job security of the members of the Union, and therefore agree as follows:

The City agrees to maintain a firefighting force of at least twenty-five (25) firefighters on duty at all times. The City further agrees to maintain at least three (3) firefighters on each fire suppression company, one of whom shall be a captain; to maintain two (2) firefighters on each aid car and to maintain a battalion chief who shall be on duty with each fire suppression platoon.

The City further agrees to use the attrition method in reaching the twenty-five (25) firefighter minimum crew level. Attrition is defined as voluntary quit, dismissal for just and sufficient cause, permanent disability, retirement or death.

Provided, however, that notwithstanding the foregoing, the City may, during the course of the contract year, seek to effect a change in the minimum manning provided by paragraph one above. If the City desires to effect such change, it shall propose to the Union a written proposal as to the reduction sought including reason for the change, prior to the date of the change. At least 90 days prior to the proposed effective date of the change, the City shall meet with representatives of the Union at reasonable times and places for the purpose of exploring the advisability of the change and agreement to the change. If the parties fail to agree to the change within 60 days of the first formal conference, the parties shall submit the proposal to arbitration as provided for by Article 6, Step 4. The Arbitrator shall resolve the issue based upon a finding that the proposal of the City will improve efficiency of service and that it does not reasonably impair the safety of the firefighting force.

ARTICLE 28 - PERSONNEL REDUCTION

In the case of a personnel reduction, the employee with the least seniority shall be laid off first. Time in the Fire Department shall be given the utmost consideration. The involved employee shall have the opportunity of taking up to one (1) year's leave of absence as an option prior to a layoff. No new employee shall be hired until the laid off employee or individual on leave of absence has been given the opportunity to return to work.

The employee shall be given a complete physical examination when he/she is laid off, and upon recall to duty, must be reasonably able to meet the aforementioned physical standard.

Any employee holding a permanent appointment above first class firefighter shall be given the opportunity to return to his original rank at the time of the reduction before anyone is promoted to that rank.

ARTICLE 29 - DISCIPLINE AND DISCHARGE

The City is committed to the principle of just cause for discipline, including discharge. Discipline will be appealable to the Everett Civil Service Commission to the extent provided for by the Commission's rules and regulations. In cases of letters of reprimand, suspensions, demotions and terminations, the employee may appeal the discipline through Article 6, Grievances; in the event of such grievance, the employee may not also appeal to the Commission.

ARTICLE 30 - UNION OFFICIALS TIME OFF

The City agrees to allow time off with pay for a Union officer or duly appointed representative to attend State or National Conferences, State or National Seminars or State LEOFF Board Meetings. One Union official, if on duty, will be allowed a maximum of four hours off to attend monthly Labor/Management meetings.

The allowable aggregate of such paid time off for all individuals shall not exceed 240 hours per year. No unused time off shall be carried over into the following years.

Attendance by individual Union members at these or similar functions at the express request of the City shall not be counted toward the allowable 240 hours, but shall be considered and paid as a regular working day.

Notification of time off for official Union business shall be given to the Fire Chief or the Assistant Chief of Operations in writing, signed by the Union President or designee, at least five (5) calendar days in advance of such time off.

Up to three (3) members of the Union negotiating team shall be allowed time off if working for all meetings between the Union and the City for the purpose of negotiating the terms of the contract; provided that:

- A. Additional team members may attend as long as attendance does not result in overtime costs to the City; and
- B. Not less than five (5) calendar days notice is given to the Fire Chief or designee prior to the date of the negotiation meeting.

If Union officials' time off does not affect minimum manning and does not create an overtime situation then the time off shall not count toward the 240 hour aggregate of allowable time.

ARTICLE 31 - NEGOTIATION PROCEDURES

The City agrees to meet with the Union on the first Monday in June for the purpose of negotiating wages and fringe benefits for the Union members covered by this contract. At this first meeting the parties will exchange both a list of articles to be opened as well as proposed language changes for each article opened and proposed language for any new article. It is understood and agreed upon by the parties that this process will not waive any of the rights of any of the parties. All negotiation meeting dates shall be mutually agreed upon. It is understood and agreed that only those articles or new subjects brought to the table at the initial exchange are open to discussion during negotiations, unless it is mutually agreed that other items should be added during the course of negotiations.

ARTICLE 32 - INSTRUCTOR PAY

Recognizing that an on-going educational system within the EFD would be beneficial to both the Fire Department and Local #46, an instructor rate of pay will be initiated with the following guidelines:

- 1. The level at which the instructor will teach will be established by the Everett Fire Department Training Division.
- 2. The pay level for EFD instructors will be the hourly rate of the base pay of a Captain.
- 3. Instructors would be requested to teach his own platoon on duty without additional pay when assigned a block of teaching time, to be established by the instructor and the Training Division.
- 4. All qualified personnel, as established by the Fire Department Training Division, will have the opportunity to participate in this program.
- 5. No member shall be required to be an instructor under the terms of this contract.

ARTICLE 33 – ROTATION TO COVER OFF-DUTY HOURS FOR FIRE INSPECTORS AND ASSISTANT FIRE MARSHALS

Effective January 1, 2003 Fire Inspectors are required to participate in a mandatory on-call rotation to cover off-duty hours. For carrying a pager and being available to respond to calls during certain off-duty hours, Fire Inspectors and Assistant Fire Marshals* shall receive compensation in the amount of \$2.76** per hour. During weekdays, the pager period shall be 14 hours and on weekend days it shall be 24 hours. During weeks which contain a City holiday, ten (10) hours for each holiday will be added. During such pager periods, the employees shall not be confined in terms of location or activity, but shall report for duty at the fire scene within 45 minutes of notification.

- * Assistant Fire Marshals may opt into the mandatory on-call rotation schedule of the Fire Inspectors by December 15th of the year preceding the rotation year.
- ** The amount per hour will be increased each year by the CPI-U in accordance to the formula stated in Article 9.

ARTICLE 34 – NORTH BEND TRAINING FACILITY

1. Any Captain or Acting Captain assigned to the State Fire Service Training Facility at North Bend will be compensated as follows:

Three hours of pay per day at the overtime rate in lieu of any and all other expenses.

The City also agrees to pay the standard City mileage fee for one round trip from Everett to the North Bend facility for each week the employee is assigned to North Bend.

2. New-hire recruits who are required to attend the State Fire Service Training Facility at North Bend shall be paid a per diem equal to 90% of the hourly rate of a First Class Firefighter or the City can elect to pay for the recruit's meals. The payment is in lieu of any and all expenses incurred by the recruit.

ARTICLE 35 – FIRE DIVISION CHIEFS

- 1. The parties have agreed to include in the bargaining unit the position of Division Chief.
- 2. Inclusion of the Division Chiefs, effective on the execution date of this Agreement, is reflected in some of the above articles. Other articles apply generally to the bargaining unit.
- 3. Certain provisions of the Agreement require modification or addition, as set forth below.
 - A. Holidays:

Division Chiefs are entitled to the same holidays off, as set forth in Article 10 for non-suppression personnel.

B. Overtime:

Notwithstanding any inconsistent aspect of Article 13, the following applies to Division Chiefs:

- 1. Overtime will be paid for an Emergency Call-back as defined in Article 14.
- All other overtime worked can be recognized at straight time for compensatory time purposes, up to a maximum bank of 80 hours. Compensatory time is to be used with prior approval and is not subject to cash out.
- 3. Except as provided above, overtime work will not be recognized for compensation purposes.

C. Incentive/Specialty Pay:

This section of Article 9 shall not apply to Division Chiefs.

ARTICLE 36 - SPECIALTIES

I. Rules for Rescue Technician

A. The selection, assignment and number of personnel (32 at any one time) will be the sole responsibility of the Fire Administration.

Administration will retain sole authority to determine from which classifications (e.g. firefighter, paramedic, driver, captain) applicants will be selected. Upon determination of which classification(s) is/are needed, administration will select the senior most applicant(s) from that/those classifications. When an applicant has been accepted into the Rescue Technician Team, a change in the individuals' classification (other than a promotion out of suppression) will not disqualify a member from the Rescue Technician Team.

- 1. Personnel selection will be based on criteria developed by the Fire Administration. This criterion includes, but is not limited to department needs, training, qualifications, classification of ranks, and response time to Everett.
- 2. Those employees who occupy a Rescue Team position and who accept a non-suppression position within the department will not be eligible for team membership during their non-suppression assignment. Upon their return to suppression they will be eligible for reassignment to the team regardless of their rank. These employees will be reassigned to the team as positions become available in the order they returned to suppression. Those non-suppression employees with prior team membership, and those who have returned to suppression and are waiting for a team opening will be eligible for ongoing overtime competency training.
- B. Employees who occupy a Rescue Team position shall receive an additional 3% specialty pay attached to their base salary.
 - 1. Vacancies created by personnel failing to maintain certification will be filled using the criteria listed above.
 - 2. Personnel who lose Rescue Technician status for failure to maintain competency, and who later regain certification as determined by the Administration, may be offered the next available open position.
- C. Rescue team training will be part of and in accordance with Snohomish County Rescue team standards.
- D. Personnel selected to be a Rescue Technician must meet the following criteria:
 - 1. Be familiar with Department rescue equipment.
 - Pass a Department Rescue certification exam with a score of 80% or better.

- Rescue Technician members will be required to attend, satisfactorily complete, attain and retain certification in all rescue disciplines required for County Team membership. Regardless of County Team standards, the minimum standard for Everett Fire Department Rescue Team members is Rescue Systems 1 (USAR), Confined Space, Rope, and Trench Rescue Certification.
- 4. Rescue Technician members will be required to attend and satisfactorily complete at least one County Team training session per calendar year in each of the four disciplines of Rescue Systems 1 (USAR), Confined Space, Rope, and Trench, and must attend and satisfactorily complete at least one County Team evaluation session per calendar year.
- 5. Rescue Technician members not meeting their annual requirement due to long term disability will be assigned to day shifts in Training upon their return to work in order to complete the missed training or an equivalent alternative.
- Rescue Technician members not meeting the annual requirement for any other reason will be de-certified and Rescue Team specialty pay will be terminated.
- 7. Rescue Tech members are eligible for up to a maximum of 40 hours overtime per year to the Rescue Tech or their replacement if the Technician is released from duty for off-shift training. For the purposes of this Article, overtime for employees attending off-shift rescue training will not be on the member's overtime record as per Article 13 of the Collective Bargaining Agreement. It will be the sole responsibility of the employee to meet continuing education competencies on an annual basis.
- 8. Mileage and travel time will not be compensated.

II. Rules for Hazardous Materials Technician

A. The selection, assignment and number of personnel (48 at any one time) will be the sole responsibility of the Fire Administration.

Administration will retain sole authority to determine from which classifications (e.g. firefighter, paramedic, driver, captain) applicants will be selected. Upon determination of which classification(s) is/are needed, administration will select the senior most applicant(s) from that/those classifications. When an applicant has been accepted into the Hazardous Materials Technician Team, a change in the individuals' classification (other than a promotion out of suppression) will not disqualify a member from the Hazardous Materials Technician Team.

- 1. Employees who occupy a Hazardous Materials Team position shall receive an additional 3% specialty pay attached to their base salary.
- 2. Personnel selection will be based on criteria developed by the Fire Administration. This criterion includes, but is not limited to department

needs, training, qualifications, classification of ranks, and response time to Everett.

- 3. Hazardous Materials Technician Team members who promote to the rank of Battalion Chief will be required to attend, satisfactorily complete, attain and retain certification in Hazardous Materials Incident Command as well as all other required Hazardous Materials Technician team training in order to remain on the team.
- 4. Those employees who occupy a Hazardous Material Team position and who accept a non-suppression position within the department will not be eligible for team membership during their non-suppression assignment. Upon their return to suppression they will be eligible for reassignment to the team regardless of their rank. These employees will be reassigned to the team as positions become available in the order they returned to suppression. Those non-suppression employees with prior team membership, and those who have returned to suppression and are waiting for a team opening will be eligible for ongoing overtime competency training.
- B. Haz/Mat Tech training will be part of and in accordance with Snohomish County Haz/Mat Team Standards.
 - 1. Haz/Mat Team members not meeting the annual requirement for any other reason other than long-term disability will be de-certified and Haz/Mat specialty pay will be terminated.
 - 2. Haz/Mat Team members will be required to attend and satisfactorily complete one County training session per quarter as scheduled by the Snohomish County Joint Operations Board.
 - 3. Haz/Mat Team members with specialty positions within the Hazardous materials team shall also attend and satisfactorily complete specific training for designated positions as listed in the Snohomish County Hazardous Materials And Weapons of Mass Destruction Suggested Operating Guidelines.
 - 4. Haz/Mat Team members not meeting their annual requirement due to long term disability will be assigned to day shifts in Training upon their return to work in order to complete the missed training or an equivalent alternative.
 - 5. Haz/Mat Team members are eligible for up to a maximum of 40 hours overtime per year to the Haz/Mat Tech or their replacement if the Technician is released from duty for off-shift training. For the purposes of this Article, overtime for employees attending off-shift Haz/Mat training will not be on the member's overtime record as per Article 13 of the Collective Bargaining Agreement. It will be the sole responsibility of the employee to meet continuing education competencies on an annual basis.

6. Mileage and travel time will not be compensated.

III. Rules for Non-classified Paramedic

- A. These rules apply to employees who maintain Washington State Paramedic Certification, but do not occupy a Civil Service classified paramedic position.
 - 1. Non-classified paramedics must have attained first class firefighter status.
 - 2. Non-classified paramedics will not be used to staff the paramedic units, unless assigned as a third paramedic for ongoing skills competencies.
 - 3. Non-classified paramedics will remain in whichever overtime pool corresponds with their current Civil Service classification.
 - 4. Non-classified paramedics wishing to become classified must apply and test with all other paramedic applicants and appear on the eligible register following Civil Service rules.
 - 5. The City will promote classified paramedics following Civil Service Rules.
 - 6. Ongoing approval for Washington State Paramedic Certification must be approved by the Medical Program Director.

ARTICLE 37 - DURATION

This Agreement shall be effective as of the first day of January 2009, and shall remain in full force and effect through the last day of December, 2011.

With respect to articles of this Agreement, any such article may be opened for negotiations if mutually agreed by both parties. If agreement is not reached within thirty (30) days, said article shall remain in full force as originally written.

The parties recognize that Ch. 41.56 RCW may impose additional bargaining obligations during the term of this Agreement. Subject to the rights and obligations set forth elsewhere in this Agreement, the parties are committed to discharging any such obligations which may arise hereafter under Ch. 41.56 RCW in connection with material alterations of the City's boundaries and/or contracting with other municipalities or entities to provide or receive fire, emergency or emergency medical services normally performed by members of the Union's bargaining unit within or without City boundaries.

IN WITNESS WHEREOF, the parties have set their hands on the day of			
2008.			
CITY OF EVERETT	EVERETT FIREFIGHTERS, LOCAL 46		
RAY STEPHANSON, Mayor	ROBERT DOWNEY, President		
ATTEST:			
CITY CLERK			
APPROVED AS TO FORM:			
CITY ATTORNEY			

APPENDIX A

LEOFF HEALTH AND WELFARE TRUST 2009 MONTHLY PREMIUM RATES

Employee	556.55
Spouse	629.55
1 Child	346.71
Children	529.19
Employee/Spouse	1,186.10
Employee/Spouse/1 Child	1,532.81
Employee/Spouse/Children	1,715.29
Employee/1 Child	903.26
Employee/Children	1,085.73

APPENDIX B Educational Incentive Matrix

Course Title	Hours
Suppression and Detection Systems	32
Fire Codes	40
Incident Safety Officer	16
IFSAC Instructor I	16
IMS	24
Building Construction	32
Tactics	16
Customer Service	8
Risk Management	32
Leadership	40
Supervision	40
Health and Safety Officer	16
HazMat IC	24
Conflict Management	24
Special Operations	24
G-290 Public Information Officer	24
Arson Evidence Collection/Fire Photography	24
Investigation Report Writing	24
Testing, Inspections, Plan Review of Fire Alarm Systems	16
Building Plan Review	24
NFA Executive Development R123	60
NFA Executive Leadership R125	60
NFA Fire Service Communication R107	60
NFA Organizational Theory in Practice R331	60
NFA Interpersonal Dynamics in Fire Service Organizations R332	60
NFA Management of EMS Sytems R150	60
NFA Management of EMS Systems R151	60
NFA Advanced Safety Operations R154	30
NFA Executive Analysis of Fire Service Operations in Emergency	60
Management R306	
NFA Management of Fire Prevention Programs	60
Washington Military Department on-line Professional Development	70
Series	

All employees who attend Harborview paramedic training shall have their hours entitled "Customer Service", "Leadership", and "Supervision" considered complete upon successful completion of the program.

Program Achievement

Level One Program	296 Hours to include leadership &	Longevity +1
Completion	supervision	
Level Two Program Completion	408 Hours	Longevity +2

The City is not obligated to provide these classes or to allow attendance on duty. The City has the right to add or delete classes.

REGARDING ARTICLE 15 - VACATIONS

This Letter of Understanding is intended to supplement and, in part, to supersede the provisions of Article 15 concerning vacations. To the extent of any inconsistency, the terms of this Letter shall be controlling.

1. Notwithstanding the maximum hours of 384 as set forth in Sections 15.3 and 15.5, a higher maximum shall for historical reasons apply to certain personnel. The maximum hours as of December 31, 2007 are as follows:

	Maximum Hours
<u>Employee</u>	(Carryover and Cashout)
Dammand, Kenneth	462
Gage, John	601
Hallas, Charles	470
Jaross, Fred	400
Opitz, Ken	435
Turner, Steven	489

- The maximums in the above table shall be subject to reduction hereafter if and to the extent the number of hours carried over from one calendar year to the next is lower than the number in the table, provided that carryovers due to disability special circumstances shall not be subject to such reduction unless the employee thereafter returns to active service. For employees listed in the table, vacation hours above 384 may, by mutual agreement, be cashed out.
- 3. Consistent with existing, long-standing practices, all employees (in addition to the ones listed in the foregoing table) who are unable to work due to disability may carry over vacation above the maximum allowed by Article 15 or by paragraph 1, above, whichever is higher. After the return to work, the carried-over vacation will be subject to reduction to the higher of the maximum allowed by Article 15 and paragraph 1, above, at the end of the calendar year of the return. Further, at the discretion of Fire Department Management, the returning employee shall be scheduled for a corresponding vacation during the calendar year of return or, if mutually agreed to, the employee may be cashed out for the extra portion of vacation carried over due to the disability.

CITY OF EVERETT	I.A.F.F. LOCAL #46
RAY STEPHANSON, Mayor ATTEST:	ROBERT DOWNEY, President
CITY CLERK APPROVED AS TO FORM:	

CITY ATTORNEY