

AGREEMENT
By and Between
Snohomish Regional Fire and Rescue
And
General Teamsters Union Local No. 38

ARTICLE 1 – Recognition

Section 1.1 - Snohomish Regional Fire and Rescue recognizes Teamsters Union Local No. 38, hereinafter referred to as the Union, as the exclusive bargaining representative for all full-time and regular part-time administrative personnel of Snohomish Regional Fire and Rescue, including the Public Educator/Public Information Officer, excluding uniformed employees, supervisors, confidential employees, and all other employees.

ARTICLE 2 – Non- Discrimination

Section 2.1 – Neither the District nor the Union shall, contrary to any provisions of the law, discriminate against an employee because of age, sex, marital status, race, creed, color, sexual orientation, national origin or disability or any other protected class as identified in state and federal law.

Section 2.2 – The District agrees not to discriminate against any employee for their membership in, or lawful activities on behalf of the union.

ARTICLE 3 – Union Membership

Section 3.1 –The Employer will inform new bargaining unit employees of the Union’s exclusive representation status. Employees may choose to become a member of the Union within thirty (30) days of entry into the bargaining unit or on an annual basis during the month of December.

Section 3.2 –The Employer agrees to supply the Union the names of all new hires, persons entering the bargaining unit, and/or performing work covered by this Agreement within fourteen (14) days of the individual’s start of work in the bargaining unit. This list will include the employee name, job classification, residence address and phone number.

Section 3.3 – The Employer will provide the Union access to all newly hired employees and/or persons entering into the bargaining unit within fifteen (15) days of such hire or entry into the unit. The Employer will allow the Union at least thirty (30) minutes to meet with such individual during the employee’s normal working hours and at his or her usual worksite or a mutually agreed location.

ARTICLE 4 – Temporary Employees

Section 4.1 - Temporary positions shall not exceed six (6) months in duration. No temporary employee shall be utilized to do bargaining unit work if any qualified regular full or regular part-time employees have had their hours reduced or their position eliminated within the previous 24 months. Temporary employees used to fill positions vacated by virtue of termination or retirement shall not be used to do the work of any bargaining unit position for more than ninety (90) days per position per year. These limitations may be extended by mutual agreement between the District and the Union.

ARTICLE 5 – Prevailing Rights

Section 5.1 – All rights, privileges and working conditions enjoyed by the employees at the present time which are not included in this contract shall remain in effect, unchanged and unaffected, during the term of the Contract unless changed by mutual consent.

ARTICLE 6 – Management Rights

Section 6.1 – Any and all rights concerned with the management and operations of the District are vested exclusively in the District unless otherwise provided for by the explicit terms and conditions of the Agreement. By way of example, the District has the authority to adopt reasonable rules for the operation of the department and the conduct of its employees; to discipline or discharge employees for just cause; to lay off employees due to financial reasons; to transfer and promote employees; to assign work and determine job content and job duties of employees; to schedule hours of work; to determine the number of personnel to be assigned to duty at any time; to establish reasonable performance and productivity standards; to introduce and use new, improved, or automated methods and equipment; to establish and/or revise the methods, processes, and means of providing departmental services; to build, move, or modify its facilities; and to take action on any matter in the event of an emergency.

Section 6.2 – Just Cause: No Employee may be disciplined except for just cause; provided, however a probationary employee may be disciplined, including termination, for any reason and without cause.

ARTICLE 7 – Union Business

Section 7.1 – One (1) member of the negotiation team shall be allowed time off with pay for meetings; provided, however that the District and the Union will cooperate in scheduling negotiation sessions so as to minimize the cost to the District.

Section 7.2 – The Union shall have the right to enter the District establishment for the purpose of checking on the operation of this Agreement. Such visits will not interrupt or delay work, which is in progress.

Section 7.3 – The District shall provide a standard bulletin board for use of the Union at the District offices in a convenient location approved by the District, and accessible to employees.

Section 7.4 – The Union will provide an accurate copy of the current contract to each new employee.

Section 7.5 – The Shop Steward shall be granted a total of 5 days unpaid leave per calendar year to attend Union sponsored events. Time off will not incur or create any overtime liability to the District.

Section 7.6 – The Employer agrees to make payroll deductions for regular dues and assessments upon receipt of written authorization from the Union member on the payroll deduction authorization form supplied by the Union. For each Union member that has submitted a payroll deduction authorization form, the Employer shall deduct 50% of the monthly Union dues payable to the Union from each union member's pay for each pay period. In addition, the Union shall, in writing, inform the Employer of each nonmember employee that has voluntarily elected to become a fair share fee payer in the bargaining unit. The Union shall further inform the Employer of the amount to be paid each month to the Union by fair share fee payers. For each nonmember employee that has submitted a payroll deduction authorization form, the Employer shall deduct 50% of the monthly fee payable to the Union from their pay for each pay period. Once each month, the Employer shall issue a check to the Union equal to the amounts withheld for Union dues and fair share fees.

Section 7.7 – The Shop Steward will be allowed to attend Commissioner meetings during work hours. That person will remain on the clock. In the event the Shop Steward is unable to attend, a designee from the bargaining unit may attend in their place.

ARTICLE 8 – Health Care

Section 8.1 – The District agrees to provide a Major Medical Plan (to include Vision care) and Dental Plan throughout the life of this Contract. The District will pay 100% of the employee's coverage and dependent coverage for the Plans listed in 8.1.1 and 8.1.2.

Section 8.1.1 – The District agrees to provide a Dental Plan; the program currently selected is provided by the Washington Fire Commissioners Association.

Section 8.1.2 – The District agrees to provide a Major Medical and Vision Plan; the program currently selected is provided through the LEOFF Health and Welfare Trust, Plan B. Because this is a high deductible plan and out of pocket expenses are expected:

8.1.2 (a) Members of this bargaining unit that elect individual (employee only) medical coverage, shall have \$250 per month (\$3,000/year) placed into their VEBA account.

8.1.2 (b) Members of this bargaining unit that elect medical coverage for themselves and at least one other eligible dependent (spouse/qualified domestic

partner/child/children) shall have \$500 per month (\$6,000/year) placed into their VEBA account.

Section 8.1.3– If there are any significant political or monetary changes that affect this plan, both parties agree to negotiate this issue.

Section 8.1.4 – Provided that all of the following conditions 7.1.4.1 and 7.1.4.2 are satisfied, an employee who elects to waive medical coverage for themselves and/or any of their eligible dependents, will be eligible to receive a portion of the applicable medical cost of coverage savings with a maximum amount allowable of \$1,000.00 per month (see examples below).

A. If an employee is eligible for employee and family coverage, but waives coverage on themselves and all dependents, the savings to the District is at the family rate. The employee would be eligible for the savings, up to the maximum amount allowed.

B. If an employee is eligible for employee and spouse coverage and elects coverage for themselves only, they would be eligible the difference between employee and spouse coverage and employee only coverage that results in a savings to the District, up to the maximum amount allowed.

8.1.4.1 -Annually the employee must provide written proof of healthcare coverage under another plan to receive the applicable medical cost of coverage savings monthly payment. Eligibility for such payment is the date coverage began or January 1st, whichever is later.

8.1.4.2 – If this section contributes to any of the following situations, the parties will meet to negotiate:

- Inability to meet eligibility requirements for the major medial plan identified in Section 8.1.2
- Impacts to the regular rate of pay for any employee
- Impacts to the bona fide status of the District's benefit plan

Section 8.2 – Short Term Disability: The District shall contribute up to \$45.00 per month, per employee, enrolled in the Plan A Short Term Disability coverage with no more than a thirty (30) day waiting period. The Employee may choose to pay for the Plan B Long Term Disability coverage provided under the Plan. The program currently selected is through the Washington State Council of Firefighters LEOFF II Disability Plan (Plan A and Plan B).

Section 8.3 – The District agrees that if an employee covered by this Contract becomes disabled and unable to work, then that employee may, in fact, take off time to the extent that the employee has accrued unused sick leave, holiday time, or vacation time. While on disability the Employee shall accrue sick leave, holiday and vacation time for the first six (6) months.

Section 8.4 – The District will provide a life insurance plan benefit of \$25,000 for the employee, currently administered by the VFIS Group Life Insurance.

ARTICLE 9 – Substance Abuse

Section 9.1 – The District and the Union jointly recognize that alcohol and drug abuse problems can create a serious safety hazard and constitute an illness that can be debilitating. The District may require screening an employee where it has reasonable suspicions to believe said employee is under the influence of alcohol or drugs while at work.

Section 9.2 – The District agrees not to discipline an employee who voluntarily comes forward or one who is involuntarily brought forward. In such cases, and in both instances, the employee’s condition shall be treated as the illness it is. The employee shall be given an unpaid leave of absence, once sick leave and other leaves have been exhausted, of sufficient duration as determined by competent medical personnel, to treat his/her problem.

ARTICLE 10 – Sick Leave

Section 10.1 – Sick Leave is accrued and intended to provide coverage for employees as per the Washington State Sick Leave Law. Employees working forty (40) hour workweek shall accrue twelve (12) hours of sick leave per month. Regular Part-time employees shall accrue prorated sick leave (i.e. 20 hours work schedule shall accrue 6 hours of sick leave per month). Employees will be allowed to accrue up to and carry over a maximum balance of 1240 hours of sick leave. At the end of each year, any hours over such limit will be cashed out in accordance with Article 26.1.

Section 10.1.1 – For 2021 only, if an employee does not use any of their sick leave in a calendar year then they shall be given twenty-four (24) hours sick leave to be added to their sick leave bank for the next year.

Section 10.1.2 - New hires shall be given 72 hours of sick leave upon employment, however shall not accrue any additional sick leave until the employee’s 6 month probation period is complete. In the case of an extended probationary period the employee shall begin to accrue sick leave at the same rate as other employees.

Section 10.2 – To qualify for sick leave, the employee must notify their supervisor at least one hour prior to the beginning of the work shift, or if already at work, anytime during the shift. The District may require the employee to obtain a “Physicians Release to Return to Work” in accordance with existing state and federal laws.

Section 10.3 – In the event of a catastrophic illness or injury causing an employee long term recovery, which uses up all their benefits, employees can donate sick leave to the affected employee(s). Sick leave donation will be calculated on a pay period basis. The District and union will identify the needed hours per month and divide the needed hours among the employees voluntarily contributing to the affected employee.

Section 10.4 – In the event that an employee is off work as the result of a non-job related injury/illness that employee may be offered modified work assignment not to exceed 90 days based on work availability, qualifications and doctors note. No modified work assignment shall be considered a modification or change to that employees regular job description.

Section 10.5 – Upon separation from service, the employee shall utilize their unused sick leave by rolling their remaining amount at one dollar (\$1.00) on the dollar (\$1.00) into their VEBA account or other qualified plan as established by the bargaining unit's applicable MOU.

ARTICLE 11 – Working Hours

Section 11.1 – The District and the Union recognize that employees covered by this Contract may be working in a standard eight (8) hour shift (Monday through Friday) inclusive of a one hour paid lunch, a standard ten hour shift (Monday through Thursday or Tuesday through Friday) inclusive of a one hour paid lunch, or any full-time or part-time schedule assigned by the District. The work hours shall be arranged with the Fire Chief, or designee, according to the needs of the Department, as determined solely by the Fire Chief.

Section 11.2 Employees who work a schedule of less than 30 hours shall have medical, dental, vision prorated based on the number of hours worked to a maximum out of pocket of \$200.00 per month.

ARTICLE 12 – Supplementary Leave

Section 12.1 – Employees shall be granted leave to perform jury services and while performing such service shall receive their regular rate of pay, less any compensation received for regularly scheduled duty days while serving jury duty. Employees are required to report for work during all hours they are released from jury service. If less than two (2) hours remain from time of release to end of regular shift, employees shall call their supervisor for instructions.

Section 12.2 – Leave of Absence Without Pay: The District agrees that, if in the opinion of the Fire Chief, and with the approval of the Board of Commissioners, it would be in the interest and welfare of the employee, any employee covered by this Contract may be granted a leave of absence without pay for a period not to exceed one (1) year, unless otherwise agreed through a letter of understanding. No leave of absence shall be granted to any employee covered under this Contract until such employee has first utilized all of his/her unused vacation and holiday time. Vacation, sick leave, and holiday benefits shall not accrue during leaves of absence without pay.

Section 12.3 – Bereavement Leave: Employees shall be entitled to bereavement leave in the event of the death of an employee's mother, father, brother, sister, spouse or domestic partner, child or legal dependent, grandparent, mother-in-law or father-in-law, or step-family equivalent to the above named, or those who stood "in loco parentis" role and relations to the same degree of the employees current spouse or domestic partner. Employees may receive up to three (3) days, per incident. If the employee is required to travel outside of Washington State, then they shall be granted five (5) days per incident. Any time beyond this amount required because of extenuating circumstances, shall be at the discretion of the Fire Chief and must be approved in

advance. Excess time allowed may be drawn from any accrued leave bank. If no accrual banks are available, leave without pay may be utilized.

Section 12.4 – Employees required to testify on their day off before any court, judge, justice, or magistrate on job related issues shall first notify the District by way of providing a copy of the order to appear, and such time will be considered as time worked for purposes of determining overtime.

Section 12.5 – The employer shall provide all eligible employees with all rights and benefits in accordance with the Federal Family and Medical Leave Act of 1993 and any other state or federal applicable leave laws.

Section 12.6 - For all purposes concerning application of FMLA such leave shall be calculated on a rolling 12-month period measured backwards.

ARTICLE 13 – Vacation

Section 13.1 – The District agrees that any employee covered under this Contract shall be entitled to the following vacation, with pay as follows:

<u>Length of service</u>	<u>Hours</u>
Date of employment to 1 st anniversary	48
1 st anniversary date to 2 nd anniversary	96
2 nd anniversary date to 5 th anniversary	120
5 th anniversary date to 8 th anniversary	168
8 th anniversary date to 12 th anniversary	192
12 th anniversary date to 17 th anniversary	216
17 th anniversary date to 19 th anniversary	240
19 th anniversary date to 21 st anniversary	264
21 st anniversary date to 25 th anniversary	312
25 th anniversary date and thereafter	336

Section 13.2 – Vacation time shall be accrued on a monthly basis for the purposes of determining vacation liability. Vacation time shall not be cumulative from year to year. Unused vacation days will be compensated at the employee’s regular daily rate of pay. Such payment shall be made in the December 31st paycheck with the option of half being paid in the June 30th check. Employees must make cash out designations by December 15th of each year to be applicable for the following year.

Section 13.3 – Vacation schedules shall be coordinated with other employees to ensure continued coverage of positions and operation of the District and shall be mutually agreed between the employer and the employee. Vacations shall be granted on a first come first served basis, with seniority being the determining factor in cases where two employees request the same time off simultaneously.

Section 13.4 – All regular part time Employees shall receive a percent of the hours reflected in Section 13.1, equal to the percent such regular part time Employee’s hours bears to 40 hours per work week.

Section 13.5 – For efficiency and consistency, Holiday and Vacation hours will be treated the same for purpose of scheduling and sell back.

Section 13.6 - Employees may choose to sell back vacation. All vacation hours requested to be sold back the following year for cash shall be submitted prior to December 15th of each year.

Section 13.7 - Employees requesting vacation sellback may split the hours to be sold back in their end of June paycheck and end of December paycheck, or may request all sellback to be in their end of December paycheck. No more than 50% of the employees allowed hours may be sold back in June.

Section 13.8 - Seniority shall be based on date of hire by the District.

ARTICLE 14 – Holidays

Section 14.1 – Employees covered under this Contract shall be granted a total of one hundred-eight hours per year. There are 10 recognized holidays (New Year’s Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day) and the remainder of hours are “floaters”. Employees shall be allowed to take all recognized holidays off. Should a holiday fall on an employees regularly scheduled day off the holiday hours shall be scheduled as floaters. When employees work on holidays (except as identified in section 14.2) they will receive straight time pay and the holiday time not used shall be scheduled in accordance with Article 13.

Section 14.2 – Because some holidays can be non-conducive for employees to work, the following are holidays that all members of this labor group (excluding the PIO/PE) shall take off:

- New Year’s Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Section 14.3 – Holiday sell back shall be consistent with Section 13.5.

14.4 All employees shall be allowed two unpaid holidays per calendar year for reasons of faith or conscience or for an organized activity conducted under the auspices of a religious denomination, church, or religious organization. (ref; Chapter 168, Laws of 2014, and further defined in WAC 82-56-020 and 030).

14.4.1 Requests and approval for unpaid holidays shall be in accordance with Article 13, and coordinated so as not to disrupt the necessary business of the District. Requests shall be submitted at least 2 business days in advance. Disruption of necessary business is a bonafide basis to deny the holiday request.

14.4.2 These two additional holidays do not qualify for sellback, cannot be donated to other employees and the time is not cumulative from year to year.

ARTICLE 15 – Wage Rates/Scale

Section 15.1 – The District agrees that employees covered under this Contract shall be paid a hourly wage as outlined in Appendix A. Employees shall be paid on the 15th and the last working day of each month. When the normal pay day would fall on a weekend, the employee shall be paid on the preceding Friday.

Section 15.2 – For the purpose of payroll, when an employee receives a pay increase or decrease, for any reason, the associated pay change shall follow the effective dates below:

Section 15.2.1 Promotions and Longevity: Effective 1st of the month that the change occurs.

Section 15.2.2 All other pay changes: Effective the 1st day of the pay period following the effective date of the change.

ARTICLE 16 – Overtime Pay

Section 16.1 – Overtime is defined as hours worked in excess of 40 hours per FLSA workweek. Employees who work more than their regularly scheduled work day may choose to either “flex” the time within their FLSA work cycle or receive overtime pay. Such changes shall be communicated and authorized in advance by their supervisor.

Section 16.2 – In the event that District mandated overtime is not an extension at the beginning or end of a normal shift, the minimum payment shall be for two (2) hours at the rate of one and one-half (1 ½) times the regular rate of pay; provided, however, that if an employee is called again and within said two (2) hour period, the calls shall be deemed merged into one overtime period.

Section 16.3 – Overtime shall be at the rate of one and one-half (1 ½) times the employees rate of pay and shall be paid on 15 minute increments of time, except as provided in Section 16.2.

Section 16.4 – When an employee works overtime of 2 hours or more he/she shall choose to be compensated in one of two (2) ways.

A. One and one-half (1 ½) times the employees regular rate of pay.

- B. All compensatory time at one and one-half the total hours worked. If an employee is called to work an overtime shift to cover a comp time shift, that employee will only be eligible for option "A" above.

ARTICLE 17 – Dress Code:

Section 17.1- The District will meet with affected bargaining unit members to select uniforms as necessary. All such uniforms and safety shoes shall be issued (as needed according to bargaining unit position) by the District quartermaster and shall adhere to the uniform procedure.

ARTICLE 18 – Grievance Procedure

Section 18.1 – A grievance shall be defined as a dispute between the Employer and an Employee or the Union which may arise because of interpretation, application, or alleged violation of any specific terms or provisions of this Agreement. Only the Union may file and pursue a grievance on its behalf or in its representative capacity for a Bargaining Unit Member.

Section 18.2 – Definitions:

- A. GRIEVANT: A grievant is an employee or, in the case of the Union's contractual rights, the Union.
- B. DAYS: Days in this procedure are calendar days, not including weekends or holidays.

Section 18.3 – Timeliness: Grievances shall be processed in the following manner and within the stated time limits. Time limits provided in this procedure may be extended only by mutual written agreement.

Section 18.3.1 – Failure on the part of the Fire District at any step of this procedure to communicate the decision on a grievance within the specific or mutually extended time limits shall permit the grievant to lodge an appeal at the next step of this procedure.

Section 18.3.2 – Failure of the grievant (employee or Union) to present or proceed with the grievance within the specified or mutually extended time limits will render the grievance waived.

Section 18.4 – Representation: The Union shall act as the representative of the grievant at all stages of the procedure after Step 1. The determination of whether to process, settle, or drop such grievances shall be made exclusively by the Union.

Section 18.5 – Process:

Step 1: Informal Level—Informal submission of the grievance to supervisor. Within THIRTY (30) days following the occurrence of the event giving rise to the grievance, or THIRTY (30) days after the event is known, or reasonably should have been known, the employee shall attempt to resolve the grievance informally with the immediate supervisor. The immediate supervisor shall respond in writing within ten (10) days of the employee's presentations.

Step 2: Formal Level--Written submission of grievance to Fire Chief. If the grievance is not resolved informally, it shall be reduced to writing and submitted to the Fire Chief within fifteen (15) days after receipt of the informal response. The written grievance shall contain:

- A. Reference to the specific terms of the Contract which have been violated.
- B. Issues involved.
- C. Remedy sought.

The Fire Chief or his/her designee shall issue a written response, including his/her decision and reasons therefore within fifteen (15) calendar days of receipt of a complaint. If a settlement is not reached, the Union may move the grievance to Step 3.

Step 3: Fire Commissioner Level--Written submission of the grievance to The Board of Fire Commissioners.

If the grievance is not resolved informally, it shall be reduced to writing and submitted to the Board of Fire Commissioners within fifteen (15) days after receipt of the Fire Chief's response in step 2.

Step 4: Arbitration

If no settlement is reached in Step 3, the Union may request that the matter be submitted to an arbiter within fifteen (15) days of the decision in step 3.

- A. Written notice of a request for arbitration shall be made to the Fire Chief within fifteen (15) days of receipt of the disposition letter at Step 3.
- B. Arbiter shall be limited determining to whether there has been a violation, misinterpretation or improper application of the terms and conditions of this Agreement and the appropriate remedy.
- C. When a timely request has been made for arbitration, the parties shall attempt to select an impartial arbiter to hear and decide the particular case. If the parties are unable to agree to an arbiter within the ten (10) days after submission of the written request for arbitration, a list of nine (9) arbiters shall be requested from PERC. The parties shall alternately strike names until one arbiter remains and that arbiter shall hear the case. The party that will strike the first name shall be determined by coin toss.
- D. Arbitration proceedings shall be in accordance with the following:
 - 1. Each party shall pay any compensation and expenses relating to its own witnesses or representatives including attorney's fees.
 - 2. All other costs related to this process, including the fees of the arbiter, shall be borne 50% by the Employer and 50% by the Union.
 - 3. The total cost of the stenographic record, if requested, will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half (1/2) of the stenographic cost.

Section 18.6 – Binding Effect of Award: All decisions arrived at under the provisions of this article by the representatives of the District and the Union at Steps 1,2,& 3, or by the arbiter,

shall be final and binding on both parties, provided, however, that in arriving at such decisions neither of the parties nor the arbiter shall have the authority to alter this Contract in whole or in part.

Section 18.7 – Limits of the Arbiter: The arbiter cannot order the District to take action contrary to law or the terms of this contract.

Section 18.8 – Freedom From Reprisal: There will be no reprisals against the grievant or others as a result of his/her participation in this process.

ARTICLE 19 – Communications

Section 19.1 – It is recognized by both parties that good communication is important to everyone in the District. As such, it is agreed that representatives of the Union and representatives from the management of the District shall regularly meet to discuss matters of interest to each party. Such meetings shall be held at the request of either party.

ARTICLE 20 – Commercial Drivers License (CDL)

Section 20.1 – Logistics Technicians may be required to shuttle vehicles over a gross vehicle weight of 26,000 lbs. which require a Commercial Driver's License (CDL) to operate. The District shall require Logistic Technicians, who are designated to operate vehicles requiring a Class A CDL, to obtain a Class A CDL.

Section 20.2 – The District shall designate a minimum of two (2) Non-Probationary Logistic Technicians to obtain and maintain a Class A CDL, consistent with the state requirements, necessary to move vehicles throughout the District.

Section 20.3 – The District shall pay for all costs associated with the schooling/training required for approved Logistic Technicians to obtain a Class A CDL*. The Employee shall pay the cost of a second test or any additional tests, if necessary.

Section 20.3.1 – If the employee separates employment from the District within 24 months of his or her start date, the employee shall be responsible to reimburse the District the prorated amount of the total amount to obtain the Class A CDL (e.g. if an employee leaves after twenty (20) months, they would be responsible for a four (4) month portion of the twenty-four (24) month cost distribution, etc.).

*This shall not apply to any applicant or assistant that has obtained and/or maintained a Class A CDL on their own time.

Section 20.4 – Employees shall be on paid time (including drive time from regular clock in duty station to school site) while attending any required CDL schooling/training.

Section 20.5 – The District shall pay for any Department of Transportation (DOT) required physicals. DOT physicals shall be taken on paid time. All DOT Required Random Drug testing will be paid for by the District. All DOT required Random Drug tests will be taken on paid time.

Section 20.6 – The District shall pay for the cost of the difference between the designated employee's standard driver's license and the Class A CDL cost.

Section 20.7 – All Logistics Technicians who hold a valid Class A CDL and are designated by the District to act in that capacity, shall make an additional monthly wage of two (2%) percent of the top step logistics technician base wage.

ARTICLE 21 – Reduction in Force

Section 21.1 – The Employer reserves the right to layoff for lack of work or funds, or the occurrence of conditions beyond the control of the Employer. Should the Employer determine that conditions require a reduction in force, the following shall apply:

Section 21.2 – The Employer shall notify the Union in writing within ten (10) calendar days of the decision to lay off. This notification allows the Union to request to bargain the impacts and effects of the layoff decision.

Section 21.3 – The Employer shall notify the affected personnel no less than thirty (30) calendar days prior to the effective date of any layoff.

Section 21.4 – Personnel with the lowest seniority (by date of hire, as a regular status employee) shall be laid off first; provided, that such layoff will not create a vacancy in an essential position. Essential position shall be defined as a position whose function is necessary to carry out the central functions of the Employer and there is no other person qualified by training, education and experience to fill the position. If a vacancy in an essential position would be created by following the seniority based layoff, then in that event the Employer shall have the discretion to lay off the next lowest seniority employee. In the event personnel have the same date of hire, layoff shall be determined by a final entry-level test scores, with the employee having the lowest test score laid off first.

The Employer shall have the right to evaluate and determine if there is a lack of work and/or funds such that layoffs are necessary and to evaluate and determine essential and non-essential positions when there is either lack of work or funds necessitating layoffs.

Section 21.5 – Any employee(s) laid off in accordance with this Article shall have the right to continue insurance coverage at their expense in accordance with applicable federal and state law. The Employer will pay the first full month's coverage following the date of layoff.

Section 21.6 – Employees shall be placed on an eligibility list for recall to any open position for which the Employee is qualified by education and experience, in reverse order of layoff. This eligibility list for recall shall be in effect for a period of two (2) years from the date of layoff, or until the list is exhausted, whichever occurs first.

ARTICLE 22 – Savings Clause

Section 22.1 – If any provision of this Contract or the application of such provision should be rendered or declared invalid by any court, or arbiter action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Contract shall remain in full force and effect.

ARTICLE 23 – Military Leave

Section 23.1 – Those personnel who are members of the Washington National Guard, Air Force, Coast Guard, Army, Navy or Marine Corps reserve of the United States shall be entitled to and granted military leave of absence from duty for a period not exceeding twenty-one (21) days during each calendar year. Such military leave shall be granted so the employee may take part in active training duty in such a manner and at such a time as he/she may be ordered to active training duty. Such military leave of absence shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled and shall not involve any loss of efficiency rating, privileges or pay. During the period of military leave, the employee shall receive his/her normal pay.

Section 23.2 – Employees shall provide the District a copy of their military orders to report for training duty within (7) days after receiving their orders.

Section 23.3 – Should an employee be called to active duty he/she shall, at a minimum, be carried on the Employer rolls in an inactive status. Upon return from military service, the employee shall be entitled to be reassigned to the position held at the time the employee was placed in inactive status or to another position equally acceptable to the employee and the Employer. The employee's seniority shall not be broken due to being called to active military duty.

ARTICLE 24 – Discipline

Section 24.1 – The Union agrees that its members shall comply in full with District rules, regulations, policies and procedures providing however, such rules and regulations have not violated any state or federal laws by way of implementation.

Section 24.2 – All employees shall have access to a copy of the above-mentioned rules and regulations upon employment.

Section 24.3 – It is recognized that discipline is a rehabilitative process and as such no employee shall be disciplined or discharged without just cause.

Section 24.4 – The employee shall be granted Union Representation throughout any discipline process when requested, with copies of discipline documentation as to what the allegations are provided to the employee and their Union Representative in a timely manner. In cases involving demotion, suspension or discharge, the employee and the Union shall be notified in writing at

least five (5) calendar days before the Loudermill meeting. The notification shall state the purpose of the meeting, and the time and place of the meeting

ARTICLE 25 – Probationary Periods

Section 25.1 – All new employees will be required to serve a probationary period of six months from the date of employment. The District shall provide each employee with an objective evaluation of his or her job performance and progress every thirty (30) days while on probation with a final evaluation at 6 months with a recommendation regarding continued employment.

Section 25.2 – Failure to successfully complete the probationary period shall be just cause for termination.

ARTICLE 26 – Deferred Compensation

Section 26.1 – The District will buy back unused sick hours in excess of 480 hours at one dollar, (\$1) on the dollar, up to a maximum of 192 hours each calendar year. Proceeds from all sick time sold may be placed in the deferred compensation program or sold back for cash.

Section 26.2 – The District will match up to two (2%) percent of the employee’s base salary per month for employees participating in the deferred compensation program commencing with the first month following the date of signing.

ARTICLE 27 – Comp Time

Section 27.1 – Comp Time shall be scheduled utilizing the same criteria as vacation/holiday time. Employees may choose to sell back any portion of their Comp Time at any time. Comp time accrual shall not exceed 80 hours at the end of each calendar year. Requests must be made in writing.

ARTICLE 28 – Seniority

Section 28.1 – Seniority shall be determined by the continuous service in the District calculated from the date of employment. Continuous service shall be broken only by resignation, discharge, or retirement.

ARTICLE 29 – Longevity

Section 29.1 – Union members shall receive the following longevity pay increases based on seniority with the District:

<u>Months</u>	<u>% of base wage increase</u>
60 - 119	1
120 - 179	3
180-239	4

240 - 299	5
300 and thereafter	7

The following members current longevity will be “grandfathered” in at the current 2013 rate as follows:

Kenneth Vickers \$138.64 Per Month

Any cost of living increases will apply to these rates. Subsequent increases in longevity will be based on the member’s rate of pay and will be added to the above rates and cost of living increases will also apply.

ARTICLE 30 – VEBA

Section 30.1 – There shall be three (3) designated periods of contribution in which the District shall contribute to each eligible employees’s MSA/VEBA account:

30.1.1 – In accordance with Article 8 – Health Care

30.1.2 – Monthly

As an incentive to not use sick leave, each member in conjunction with Section 10.1.1, a sliding scale VEBA contribution will be made monthly based off the member’s previous year sick leave usage. The scale shall be:

0 hours	\$125.00
1 – 40 hours	\$100.00
41 – 80 hours	\$75.00
81 – 120 hours	\$50.00
>120 hour	\$0.00

30.1.3 – Upon separation of employment or retirement.

Upon separation of employment or retirement as officially documented in the employee’s personel file, all remaining sick leave hours shall be converted in accordance with section 10.6.

Section 30.2 – In the event an employee needs to use sick leave to attend medical or dental appointments, he/she will not be penalized for using sick leave during the calendar year and will not be precluded from incentives as outlined in the labor agreement.

ARTICLE 31 – Policy and Procedure

Section 31.1 – All Employees shall adhere to all regularly adopted policies and procedures unless such policies and procedures specifically conflict with the terms of this Collective Bargaining Agreement.

ARTICLE 32 – Retirement

32.1 Teamsters Pension – The bargaining unit shall have the right to allocate/divert a portion of any wage increase provided by this Agreement to the Western Conference of Teamsters Pension Trust as such time and in such amounts as may be determined by the bargaining unit.

ARTICLE 33 – Education

Section 33.1 – The Board and the Union agree upon the concept of employees continuing their education in support of their current position within the Fire Department. To support employee's request for continuing education the following conditions shall apply;

Section 33.1.1 – The employee must have completed their probationary period: within the Department.

Section 33.1.2 – Any single course or program of courses must relate directly to the employee's current position and have prior Board or designee approval before enrollment.

Section 33.1.3 – The Fire Chief, or designee, shall determine the appropriateness of the course/program to the employee's position.

Section 33.1.4 – When pre-approved by the Fire Chief or designee the cost of course/program tuition, text books and lab fees shall be reimbursed to the employee-upon successful completion of the course/program.

Section 33.1.5 – Effective January 1, 2022, employees who hold the following degrees in management, business, executive, administration or education field, and from an accredited college or university, shall receive the following benefit:


- Associate's Degree: 0.5% of base salary (includes any AA, AS, AAA, and/or AAS degrees including those that are part of a BA or Masters that don't fit into the above listed degrees but are from an accredited college or university,)
- Bachelor's Degree: 1.0% of base salary
- Master's Degree: 1.5% of base salary

ARTICLE 34 – Duration

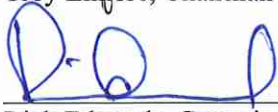
This Agreement shall be effective January 1, 2021, and shall remain in full force and effect through December 31, 2023. The parties agree that they will reopen this Agreement at least 60 days prior to the expiration to negotiate the provisions of this Agreement.

Signed this 10 Day of March, 2022

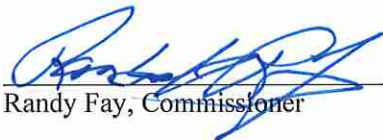
For the Employer, Commissioners:



Troy Elmore, Chairman



Rick Edwards, Commissioner



Randy Fay, Commissioner

Paul Gagnon, Commissioner



Jeff Schaub, Commissioner

Jim Steinruck, Commissioner

Roy Waugh, Commissioner



Kevin O'Brien, Fire Chief

For the Union:

Samantha Kantak, Secretary-Treasurer

Appendix A

2021 \$0.75 across the board wage increase
 2022 \$1.50 across the board wage increase
 2023 \$1.50 across the board wage increase

Higher classification – In the event an employee is assigned work in a higher classification, on a temporary basis, for more than one (1) hour, than that to which he/she is regularly assigned, the employee shall be paid at the higher classification for that day. Such increase in pay will be defined as the difference between base salaries added as a premium for the day. If an employee is in the highest classification established by the District, they will be eligible for five percent (5%) increase. If there are concerns that someone is working outside of their classification, it will be brought to the attention of the Fire Chief, or their designee, in writing for immediate discussion and review. Any retroactive amount will be from the time the Chief receives the written notice.

As of January 1, 2021 Teamster Salary Ranges					
Positions	Salary Steps (Monthly)				
	Step 1	Step 2	Step 3	Step 4	Step 5
Public Information & Education Officer	\$ 6,348	\$ 6,816	\$ 7,282	\$ 7,748	\$ 8,215
Public Education Specialist	\$ 5,779	\$ 6,204	\$ 6,617	\$ 7,050	\$ 7,474
Dist. Administrative Coordinator	\$ 5,647	\$ 6,060	\$ 6,474	\$ 6,888	\$ 7,301
Data Analyst	\$ 6,207	\$ 6,663	\$ 7,118	\$ 7,574	\$ 8,030
Executive Assistant	\$ 5,210	\$ 5,590	\$ 5,971	\$ 6,350	\$ 6,732
GIS Coordinator	\$ 5,255	\$ 5,640	\$ 6,024	\$ 6,409	\$ 6,792
Administrative Specialist	\$ 4,977	\$ 5,341	\$ 5,703	\$ 6,068	\$ 6,430
AP/AR Specialist	\$ 4,687	\$ 5,028	\$ 5,369	\$ 5,711	\$ 6,052
Administrative Assistant	\$ 4,269	\$ 4,580	\$ 4,890	\$ 5,198	\$ 5,507
Logistics Assistant	\$ 4,939	\$ 5,298	\$ 5,659	\$ 5,982	\$ 6,339

As of January 1, 2022 Teamster Salary Ranges					
Positions	Salary Steps (Monthly)				
	Step 1	Step 2	Step 3	Step 4	Step 5
Public Information & Education Officer	\$ 6,608	\$ 7,076	\$ 7,542	\$ 8,008	\$ 8,475
Public Education Specialist	\$ 6,039	\$ 6,464	\$ 6,877	\$ 7,310	\$ 7,734
Dist. Administrative Coordinator	\$ 5,907	\$ 6,320	\$ 6,734	\$ 7,148	\$ 7,561
Data Analyst	\$ 6,467	\$ 6,923	\$ 7,378	\$ 7,834	\$ 8,290
Executive Assistant	\$ 5,470	\$ 5,850	\$ 6,231	\$ 6,610	\$ 6,992
GIS Coordinator	\$ 5,515	\$ 5,900	\$ 6,284	\$ 6,669	\$ 7,052
Administrative Specialist	\$ 5,237	\$ 5,601	\$ 5,963	\$ 6,328	\$ 6,690
AP/AR Specialist	\$ 4,947	\$ 5,288	\$ 5,629	\$ 5,971	\$ 6,312
Administrative Assistant	\$ 4,529	\$ 4,840	\$ 5,150	\$ 5,458	\$ 5,767
Logistics Assistant	\$ 5,199	\$ 5,558	\$ 5,919	\$ 6,242	\$ 6,599
As of January 1, 2023 Teamster Salary Ranges					
Positions	Salary Steps (Monthly)				
	Step 1	Step 2	Step 3	Step 4	Step 5
Public Information & Education Officer	\$ 6,868	\$ 7,336	\$ 7,802	\$ 8,268	\$ 8,735
Public Education Specialist	\$ 6,299	\$ 6,724	\$ 7,137	\$ 7,570	\$ 7,994
Dist. Administrative Coordinator	\$ 6,167	\$ 6,580	\$ 6,994	\$ 7,408	\$ 7,821
Data Analyst	\$ 6,727	\$ 7,183	\$ 7,638	\$ 8,094	\$ 8,550
Executive Assistant	\$ 5,730	\$ 6,110	\$ 6,491	\$ 6,870	\$ 7,252
GIS Coordinator	\$ 5,775	\$ 6,160	\$ 6,544	\$ 6,929	\$ 7,312
Administrative Specialist	\$ 5,497	\$ 5,861	\$ 6,223	\$ 6,588	\$ 6,950
AP/AR Specialist	\$ 5,207	\$ 5,548	\$ 5,889	\$ 6,231	\$ 6,572
Administrative Assistant	\$ 4,789	\$ 5,100	\$ 5,410	\$ 5,718	\$ 6,027
Logistics Assistant	\$ 5,459	\$ 5,818	\$ 6,179	\$ 6,502	\$ 6,859



MEMORANDUM OF UNDERSTANDING

by and between the
Snohomish Regional Fire and Rescue
and
The General Teamsters Union Local No. 38
(Affiliated with the International Brotherhood of Teamsters)

MOU #2022-01

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between the SNOHOMISH REGIONAL FIRE AND RESCUE ("SRFR") and the GENERAL TEAMSTERS UNION LOCAL NO. 38 (the "Union") (collectively, the "Parties").

Recitals:

- A. SRFR and the Union are parties to a Letter of Understanding dated February 13, 2020 which provides for certain bargaining unit members to receive a pay adjustment retroactive to July 1, 2020 based on the outcome of a classifications and compensation study (the "Study").
- B. The Study has been completed, and this MOU is intended to implement the pay adjustments required by the Study.

Agreement:

1. **Pay Adjustments.** The following positions are entitled to a pay increase commencing July 1, 2020 and ending December 31, 2020 as follows:

Admin Assistant: \$64,524 (\$5,377/mo)

Data Analyst: \$94,806 (\$7,900/mo)

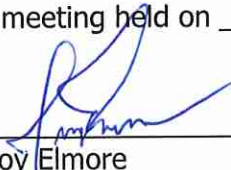
Logistics Technician: \$74,509 (\$6,209/mo)


- 1.1 The employees entitled to the foregoing pay increase are identified by position on **Exhibit A** hereto.
2. **Payment.** SRFR will make a lump sum payment to each employee in the amount of the additional compensation to which they were entitled from the time period of July 1, 2020 to December 31, 2020 within thirty (30) days of the mutual execution of this Agreement, less applicable taxes and other required payroll withholding amounts.

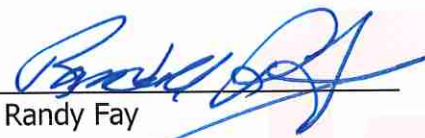


3. **Bargaining Obligations.** The Parties agree that this MOU represents the fulfillment and satisfaction of all bargaining obligations concerning the matters expressed herein.

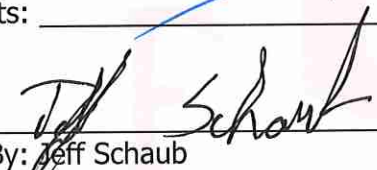
This modification to the Collective Bargaining Agreement is signed and approved by the Board of Fire Commissioners of **SNOHOMISH REGIONAL FIRE AND RESCUE** at a regular meeting held on _____, 2022.


 By: Troy Elmore
 Its: _____


 By: Rick Edwards
 Its: _____


 By: Randy Fay
 Its: _____

By: Paul Gagnon
 Its: _____


 By: Jeff Schaub
 Its: _____

By: Jim Steinruck
 Its: _____

By: Roy Waugh
 Its: _____

ATTEST:

 By: Leah Schoof
 Its: Business Administrator

This Memorandum of Understanding is approved by the membership of the General Teamsters Union Local No. 38 and is hereby signed by the representative thereof on _____, 2022.

 Samantha Kantak, Secretary-Treasurer



EXHIBIT A

Covered Employees

Debbie Jennings	Administrative Assistant
Jennifer Pardee	Data Analyst
Mike Frymire	Logistics Technician
Zachary Lewis	Logistics Technician
Brandon Vargas	Logistics Technician