



Collective Bargaining Agreement

By and Between

Snohomish Regional Fire & Rescue

AND

International Association of Firefighters
(IAFF) Local 2781

January 1, 2026 through December 31, 2028

Table of Contents

| | |
|---|-----------|
| PREAMBLE..... | 3 |
| ARTICLE 1 – Recognition | 3 |
| ARTICLE 2 – Non Discrimination..... | 3 |
| ARTICLE 3 – Union Security | 3 |
| ARTICLE 4 – Prevailing Rights | 4 |
| ARTICLE 5 – Management Rights | 4 |
| ARTICLE 6 – Union Business | 5 |
| ARTICLE 7 – Health Care..... | 6 |
| ARTICLE 8 – Substance Abuse | 8 |
| ARTICLE 9 – Sick Leave..... | 8 |
| ARTICLE 10 – Working Hours and Shifts..... | 11 |
| ARTICLE 11 – Shift Exchange..... | 13 |
| ARTICLE 12 – Stand By and Call Back..... | 15 |
| ARTICLE 13 – Supplementary Leave | 16 |
| ARTICLE 14 – Vacation | 18 |
| ARTICLE 15 – Holidays..... | 20 |
| ARTICLE 16 – Wage Rates | 21 |
| ARTICLE 18 – Educational Incentive Plan..... | 24 |
| ARTICLE 19 – Uniforms and Protective Clothing..... | 25 |
| ARTICLE 20 – Grievance Process | 26 |
| ARTICLE 21 – Positions Openings, Promotions, and Transfers | 30 |
| ARTICLE 22 – Requirements For Employee Positions | 36 |
| ARTICLE 23 – Salaries..... | 41 |
| ARTICLE 24 – Debit Days | 43 |
| ARTICLE 25 – Labor Management Committee | 43 |
| ARTICLE 26 – New Regulations | 43 |
| ARTICLE 27 – Reduction in Force..... | 43 |
| ARTICLE 28 – Saving Clause | 45 |
| ARTICLE 29 – Health and Safety..... | 45 |
| ARTICLE 30 – Military Leave | 45 |
| ARTICLE 31 – Holiday Routine..... | 45 |
| ARTICLE 32 – Discipline..... | 46 |
| ARTICLE 33 – Acting | 46 |
| ARTICLE 34 – Probationary Periods..... | 48 |
| ARTICLE 35 – Paramedic Decertification | 49 |
| ARTICLE 36 – Paramedic Training | 49 |
| ARTICLE 37 – Deferred Compensation..... | 49 |
| ARTICLE 38 – Seniority | 50 |
| ARTICLE 39 – Comp Time..... | 50 |
| ARTICLE 40 – Longevity..... | 51 |
| ARTICLE 41 – Medical Retirement Reimbursement Plan (MERP) | 51 |
| ARTICLE 42 – State Mobilization..... | 51 |
| EXHIBITS AND APPENDICES..... | 55 |

PREAMBLE

This agreement is entered into by and between Snohomish Regional Fire and Rescue, hereinafter referred to as the "District" or "Employer" and the International Association of Firefighters, Local 2781, hereinafter referred to as the "Union". Individuals of the Bargaining Unit shall be referred to as "Employees".

The purpose of this Agreement is to set forth the understanding reached between the parties to promote and to provide for equitable adjustments of differences that may arise, and to establish agreed upon standards for wages, hours, and working conditions.

ARTICLE 1 – Recognition

Section 1.1 – The District recognizes the Union as the exclusive bargaining representative for all full-time uniformed career employees of the District, excluding any Assistant Chiefs, and the Fire Chief. Deputy Chiefs, Battalion Chiefs, and the Assistant Fire Marshal employed by the District are also represented by IAFF Local 2781, but are subject to a separate Collective Bargaining Agreement and comprise a separate bargaining unit and are not subject to the terms of this Agreement.

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, military or veteran status, 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 Security

Section 3.1 – All full-time employees covered by this Agreement shall have the right to become members of the Union. This will be accomplished by an "opt in" or an "opt out" letter. The employee will make the choice of being in the Union or not. If opting in, then each employee shall tender dues and initiation fees uniformly required as a condition of membership.

The Union will be provided access to all new employees represented by this Agreement within the first fifteen (15) days of employment. Such employees will be presented with the benefits of Union membership and will be offered voluntary enrollment in the Union. The Union will present a signed notification to the District of voluntary member enrollment. Employees opting out will knowingly not be eligible for certain benefits

through affiliation with the Union. Subsequently, the employee will not have any dues or fees withheld from their paycheck.

Section 3.2 – All employees who opt in to the Union shall have the opportunity to remain members for the term of this Agreement, consistent with applicable laws and IAFF Constitution and Bylaws.

Section 3.3 – Upon receipt of the written and signed form from the employee authorizing payroll deduction, the District, each pay period, shall deduct fifty percent (50%) of the monthly Union dues payable to the Union from all Union members to the Union from each such individual's pay. Once each month, the District shall issue a check to the Union equal to the amounts withheld for Union dues.

Section 3.4 – The Union agrees to hold the District harmless from any claims filed by the employee(s) against the District arising out of the District's activities to enforce the provisions of this Article, except those caused by negligence of the District.

ARTICLE 4 – Prevailing Rights

Section 4.1 – 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. Any conflicts relating to prevailing rights will be discussed at the joint communication meeting.

ARTICLE 5 – Management Rights

Section 5.1 – 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 this 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 recruit, hire, supervise, and train 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 establish qualifications for employment and evaluate employees,
- 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 assign overtime as provided herein,
- to build, move, or modify its facilities, and
- to take action on any matter in the event of an emergency.

ARTICLE 6 – Union Business

Section 6.1 – Three (3) members 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. Three (3) members of the Executive Board shall be allowed time off with pay for regular Labor-Management meetings.

Section 6.2 – The Union shall be allowed to conduct one Union meeting on the third Monday of each month, at the designated, previously agreed upon Union hall or fire station. The meeting time will be 0900-1100. On duty Union members shall be allowed to view the Union meeting from their assigned station quarters, by way of online video streams or other equivalent means. Online video streams will be at the Union's expense. On duty personnel shall be required to respond to emergency alarm activity. No training, tours, etc., will be scheduled between the hours of 0900 to 1130 on those days. The Union may schedule special meetings, as needed, only if mutually agreed to by the Union and the Fire Chief. On the days of Union meetings, the scheduled workday shall be extended to 1800 hours.

Section 6.3 – The Union shall provide standard bulletin boards for use of the Union at each staffed fire station in convenient locations approved by the District, and accessible to employees.

Section 6.4 – The Union will provide an accurate copy of the current contract and bylaws to each new employee on or before their first date of membership in Local 2781.

Section 6.5 – The President, Vice-President, Secretary, Treasurer, or one additional member selected by the Union President, for a total of four, shall be granted a total of 192 hours leave per calendar year (these hours are for both this agreement and the IAFF Local 2781 Represented Chief Officers Agreement) to attend IAFF-sponsored events such as WSCFF and IAFF Conventions, IAFF/WSCFF educational seminars. A maximum of two positions may be off at a time. Time off will not incur or create any overtime liability to the District. If OT is incurred or created, at the time of the request, the Union will be charged the overtime rate of one and one-half (1 ½) hours.

Section 6.6 – One person from the Union Executive Board will be allowed to attend Commissioner Meetings, in person or by video conference, if on duty. That person will

remain in service with their apparatus during the meeting and only be required to leave in the event of an emergency. Typically, this will be the President of the Union, but in the event he/she is unable to attend, a designee (from the Executive Board) may attend in their place.

ARTICLE 7 – Health Care

Section 7.1 – The District agrees to provide a Major Medical Plan to include Vision and Dental care throughout the life of this contract. The District will pay one hundred percent (100%) of the employees' and dependent coverage in the plan listed in Section 7.1.1. The Union and District shall have the right to reopen this Section, 7.1, and its subsections, during the duration of this agreement, provided that sufficient advanced notice is given to the District so as to allow opting out of the current plan for the succeeding contract year or years should the parties agree to that in bargaining.

Section 7.1.1 – The District agrees to provide the Dental Plan provided by the Washington Fire Commissioners Association.

Section 7.1.2 – The Union agrees that the Major Medical and Vision Plan be the LEOFF Health and Welfare Trust, hereafter referred to as The Trust, Plan B. The Union also agrees to allow all employees of the District to also enroll in insurance through the Trust.

Section 7.1.3 – The cost savings between the former medical plan and the current plan is so substantial, the District agrees to return cost savings to the employees in the following manner.

Section 7.1.3.1 – Each single employee of this bargaining unit shall have \$3000.00 per calendar year placed into their VEBA account. This shall be made in equal contributions monthly (\$250.00), coinciding with their enrollment level in the Medical Plan.

Section 7.1.3.2 – Each employee of this bargaining unit with dependent(s) shall have \$6000.00 per calendar year placed into their VEBA account. This shall be made in equal contributions monthly (\$500.00), coinciding with their enrollment level in the Medical Plan.

Section 7.1.3.3 – Employees whose dependent(s) status changes during the year shall have the monthly contribution amounts adjusted accordingly. Employees have the obligation to notify the District of such changes.

Section 7.1.4 – If there are any significant political or monetary changes that affect this plan, both parties agree to negotiate this issue.

Section 7.2 – The District shall contribute up to \$45.00 per month, per employee, enrolled in the Plan A Short Term Disability Program selected by the District and the Union, providing twenty-four (24) hour a day coverage, and with no more than a thirty (30) day waiting period. The employee will pay for the Plan B coverage provided under the Plan. The program currently selected is the Washington State Council of Firefighters LEOFF II Disability Plan (Plan A and B).

Section 7.3 – 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, to satisfy any waiting or elimination period on the disability policy provided by the District (as outlined in Section 7.2) Such Employee shall not accrue sick leave, holiday and vacation time after the first six (6) months.

Section 7.4 Physical Fitness – The District agrees to encourage active participation in an ongoing physical fitness program for its employees. All employees will be granted one hour per working day for participation in the program. Company officers shall have the responsibility to schedule one hour of physical fitness during the normal workday between the hours of 0800 and 1700 hours. The exercise period shall not interfere with emergency responses. During the hour granted for physical fitness, employees shall participate in the physical fitness program or be in uniform conducting fire District business as directed by their company officer.

The annual physical examination provided by the District shall serve as medical clearance for participation in the physical fitness program.

Any additions or changes to the physical fitness program shall be first reviewed by a joint committee between the District and the Union.

Section 7.5 – The District and the Union agree to the concept of enhanced cancer and presumptive disease testing and screening and will work collectively to provide a comprehensive annual physical. As potential testing and screening options become known to the District, the District and Union will meet to discuss adding such items to the annual physical. This enhancement review of the annual physical will be conducted annually at the request of either party. An annual physical will be performed on each employee. The annual physical will be performed by Professional Health Services, Inc. (PHS), or other mutually agreed health provider, based on the information provided to L2781, including the personal wellness profile. PHS will perform no respiratory fit testing. The District shall be responsible for the cost of this physical.

In the event that an employee cannot attend the physical on the date scheduled (i.e. AL, shift trade, SL, etc.), that employee will have their annual physical scheduled with

Eastside Integrated Medical LLC as a primary option and HealthForce as a secondary option, or other mutually agreed upon provider by the District and Union, which shall complete the fit for duty form (Appendix B). All annual physical examinations shall be completed by November 1st of each year.

All new employees will have their pre-employment physicals through Eastside Integrated Medical LLC, as a primary option with HealthForce or other mutually agreed upon provider by the District and Union, as a secondary option.

If an employee is deemed unfit for duty on the day of examination, the employee will be granted paid administrative leave for the balance of the shift and be provided test results in writing and referred to their personal healthcare provider for further follow-up. The employee shall be responsible for the costs of all follow-up visits. The employee shall make every effort to receive clearance for duty on the same day. An employee's failure to secure clearance in a timely manner will result in the employee being placed on sick leave for the subsequent shifts until clearance is received.

Section 7.6 – As long as PHS is contracted to complete annual physicals, the District will be responsible for the out-of-pocket (i.e., uninsured) costs of follow-up visits on the day of examination up to a maximum of \$500. This will no longer be enforceable if the District were to contract with Eastside Integrated Medicine and First Responder Wellness.

ARTICLE 8 – Substance Abuse

Section 8.1 – 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 8.2 – 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 9 – Sick Leave

Section 9.1 – Sick Leave is accrued and intended to provide coverage for employees, or their family members, who become injured or ill and/or require care for a health condition. Employees assigned to a forty (40) hour workweek shall accrue twelve (12) hours of sick leave per month. Employees on light duty for more than two (2) pay periods will accrue

sick leave at twelve (12) hours a month beginning on the 1st of the next month. Employees working twenty-four (24) hour shifts will accrue fourteen (14) hours of sick leave for each calendar month of service. Employees will be allowed to accrue up to and carry over a maximum balance of 1240 hours of sick leave. On January 31st of each year, any hours over such limit will be cashed out in accordance with Article 37.1. Employees (prior to the merger) whose balances exceeded the 1240 maximum were grandfathered at their sick leave balance at the time of ratification of the 2017-19 agreement. Employees of Lake Stevens Fire (prior to the merger) whose balances exceeded the 1240 maximum were grandfathered at their sick leave balance at the time of the ratification of the Bargaining Impacts agreement. If on December 31st, the employee's ending balance is less than their grandfathered balance, the grandfathered bank shall be reset to the new lower balance. At such time that it is reduced to 1240 hours or less, the balance shall not exceed 1240. Employees with balances in excess of 1240 may elect to cash out any and all hours over the 1240 maximum in accordance with Article 37.1.

Section 9.1.1 – Employees shall be given 120 hours of sick leave upon employment; however, shall not accrue any additional sick leave until the employee's twelve (12) month employment anniversary date.

Section 9.1.2 – The District shall maintain a health and wellness program that establishes a mutually agreed upon Wellness Incentive Program check sheet (Appendix C). If the employee completes the program check off requirements and turns the incentive check off into the District's Health and Safety Officer by December 31st, then that employee shall qualify for an additional one half (0.5%) of a percent matching (to be paid by the District) of the employee's base salary per month in the Deferred Compensation Program for the following calendar year. Matching contributions will begin January 1st and go through the end of the year for employees who meet the check off requirements prior to the December 31st deadline of the preceding year. Employees must meet the check off requirements annually and by the established deadline to qualify for the following year's contribution. If the results from the annual physicals are not given to the employee by November 1st, then the District and Union will meet to discuss the December 31st deadline to turn in the Wellness Incentive check off form.

Section 9.2 – To qualify for sick leave, the employee must call the on duty Battalion Chief 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" (1) prior to the employee returning to active duty after more than three consecutive shifts of sick leave used for a qualifying reason, and/or (2) if the employee's absence for illness or injury is greater than thirty (30) calendar days. The releasing physician shall be board-certified in the area pertaining to the illness/injury. Employees may use a physician of their choice.

Section 9.3 – Employees seeking to return to duty after extended absences resulting from any reason shall be released to full duty in accordance with the provisions of their job description and upon completion of the return to duty release approval form attached as Appendix D to this agreement. Extended absences as described in this section shall be for 90 or more calendar days. Medical release shall be as determined by a medical doctor of the employee’s choice who is board-certified in the area pertaining to the injury or illness.

Employees shall be released and scheduled for duty by the shift Battalion Chief after receipt of the medical release approved by the medical doctor, the completion of the return to duty release form, and the forwarding of that form to the Human Resources Division to be included in the employees personnel file and notification has been made to the employees immediate supervisor advising of the return to duty status. When an employee is off the line, for any reason, for 90 consecutive days or more, they shall be assigned to the Training Division, on the day shift, until successful completion of the return to work check off sheet as mutually developed by the District and the Union.

Section 9.4 – In the event of a catastrophic illness or injury causing an employee an extended recovery, which uses up all their accrued benefits, employees can donate sick leave to the affected employee. Employees may donate sick leave to any District employee, provided there is a CBA or policy/procedure in place allowing the affected employee to receive sick leave donations. If donated leave is not used by an employee for a period of thirty (30) days, such donated leave shall be returned to the donor(s) pro rata. Sick leave donations will be calculated on a month-to-month basis. The District and Union will identify the needed hours per month and divide the number of needed hours among the employees voluntarily contributing to the ill or injured employee. In order to be eligible for a sick leave donation, the employee must apply for and/or invoke all paid leaves and benefits available to them (e.g., short and/or long term disability, Labor & Industries, Paid Family Medical Leave, etc.).

Section 9.5 – In the event that an employee is off work as a result of a non-job-related injury/illness, the employee may apply for a light-duty assignment after:

1. The employee has been on sick leave for three (3) consecutive shifts.
2. The employee’s physician furnishes the HR Department with a completed copy of the Department’s “Work Restrictions for Modified/Light Duty Work Assignment” form.

Light-duty assignment(s) are subject to work availability and at the sole discretion of the District. If the employee cannot work light-duty, they must notify the District in writing (physician note). The employee will not be required to work light-duty if they have adequate accrued banked leave available to them. In the event the employee is receiving

donated sick leave from the membership, they will be required to work light duty (if able) and if offered.

Section 9.6 – 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 Deferred Compensation Program up to the annual contribution limits with any remaining funds being issued to the employee or distributed into another qualified plan as established by the bargaining unit's applicable Letter of Understanding.

Section 9.7 – Commencing January 1, 2026, sick leave that has been used may no longer be repurchased by an employee.

ARTICLE 10 – Working Hours and Shifts

Section 10.1 – The District and the Union recognize that employees covered by this Contract may be working in a standard eight (8) hour shift, a standard nine (9) hour shift, a standard ten (10) hour shift, a standard twelve (12) hour shift, a flex forty (40) hour work week, a standard twenty four (24) hour shift, or any other shift as mutually agreed upon in writing by the Union and the District.

Section 10.2 – The standard eight (8) hour shift shall consist of five (5) consecutive workdays, followed by two (2) days off. The standard schedule shall begin at 0800 hours on Monday and will run until 1700 hours with one (1) hour for lunch. (This shift may apply to employees of the rank of Recruit or Probationary Fire Fighter and employees assigned to light-duty activities only.)

Section 10.3 – The standard nine (9) hour shift shall consist of five (5) consecutive workdays, followed by two (2) days off. The standard schedule shall begin at 0800 hours on Monday and will run until 1700 hours. The nine (9) hour day shall be broken down into eight (8) hours of regular pay plus one (1) hour of overtime.

Section 10.4 – The standard ten (10) hour shift shall consist of four (4) consecutive workdays followed by three (3) days off. This standard schedule shall normally begin at 0700 hours until 1700 hours or as mutually agreed upon by the Union and the District. This shift may be offered to employees assigned to light-duty activities as well.

Section 10.5 – The standard twelve (12) hour shift shall consist of four (4) consecutive workdays followed by four (4) days off with one hundred ten (110) Kelly hours to equal a forty (40) hour work week. This standard schedule shall normally begin at 0700 hours until 1900 hours or as mutually agreed upon by the Union and the District.

Section 10.6 – The standard flex forty (40) hour workweek shall consist of forty (40) work hours in a seven (7) day cycle. This schedule can only be assigned upon the mutual

consent of the District and the Union and is intended to address dynamic workloads similar to the Community Assistance Referral and Education (CARES) Specialist.

Section 10.7 – The standard twenty-four (24) hour shift shall begin at 0800 hours on the specific day established by the District, and such employees shall be on duty for twenty-four consecutive hours. The shift schedule will be a Four Platoon system. The schedule shall be 24 hours on, 24 hours off, 24 hours on, 120 hours off.

Section 10.8 – Under the terms of the Fair Labor Standards Act, the Employer and the Union do hereby agree that the work period for employees covered under this Contract shall be forty (40) hours in a seven (7) day cycle and one hundred eighty-two (182) hours in a twenty-four (24) day cycle for 2,430 annual work hours. Employees who are required to move to multiple stations in a single shift and are required to use their private vehicles to do so while on duty for District business shall be compensated at the federally established rate.

Section 10.9 – The Union and the District agree that any employee covered under this contract on off-duty hours is not required to remain in the range of the Fire District alarm system and is not required to respond to any alarms.

Section 10.10 – Recruit employees assigned to the training academy will be assigned a 40-hour workweek. This schedule is subject to change depending on training academy conditions.

Section 10.11 Constant Staffing – Prior to November 1st of each year, the District will establish a “constant staffing” level for operations. Constant staffing level for operations shall mean the number of employee positions to be assigned or filled for each twenty-four (24) hour shift as defined by Section 10.7, by station, vehicle(s), rank, and/or qualification(s). The District may change the “constant staffing” level from time to time due to operational and business needs.

Section 10.11.1 – The District shall notify the Union if the constant staffing level is to be reduced below:

1. Thirty-seven (37) career personnel or
2. Fire (5) Washington State Certified Paramedics.

Section 10.11.2 – Any staffed station shall be staffed with a minimum of three (3) personnel, including one (1) Lieutenant, and one (1) Driver Operator.

Section 10.12 Division Assignments – The Training Division shall have a minimum of three (3) Captains assigned. The EMS Division shall have a minimum of one (1) EMS Day

Captain assigned and four (4) Lieutenant MSO shift positions assigned. If the open bid process is completed for any of these positions and there are no promotional lists or qualified candidates, the District and the Union shall sit down collaboratively to discuss potential options to fill the open position/s. Each division will have the ability to add additional employees on a voluntary basis, of any rank, as needed to meet the objectives and needs of the division.

Section 10.13 Office of the Fire Marshal (OFM) Assignments – The Office of the Fire Marshal (OFM) will have a minimum of four (4) employees assigned at a grade commensurate with the grade requirements in Article 22. The OFM Division will have the ability to add additional employees, on a voluntary basis, as needed to meet the objectives and needs of the Division. Due to the potential workload variability, the District and Union shall sit down collaboratively to discuss potential options if deemed necessary to decrease any level of current assignments within this Division.

ARTICLE 11 – Shift Exchange

Section 11.1 – Any employee, with the exception of Probationary, covered under this Contract may exchange shifts with any other employee of equal rank or acting qualification according to the provisions in this Article. Such exchanges require standardized notification and approval by the employee’s assigned Battalion Chief or debit Battalion Chief, and the employee’s assigned Lieutenant or debit Lieutenant (at least twenty-four (24) hours’ notice) in advance of the exchange. Shift exchanges will not result in the accrual of overtime (excluding comp time hours taken during a shift exchange) and/or acting pay.

Section 11.1.1 – When required by an unforeseen emergency that arises immediately and unexpectedly, such shift exchanges may also be approved by the on-duty Battalion Chief, with less than twenty-four (24) hours advance notice. Hours exchanged are the sole responsibility of the employee agreeing to work the shift, except as provided below. It is the responsibility of the employee requesting the shift exchange to make up all missed training.

Section 11.1.2 Denial of Shift Exchanges – Shift Exchanges may be denied by the District for the following reasons:

1. For secondary employment with another agency providing fire and/or EMS services.
2. When, at the time of the request, training or activities are scheduled that cannot be made up by the employee (e.g., required live fire training, company evaluations, etc.).

3. No employee may work (excluding overtime) more than seventy-two (72) consecutive hours between any two (2) days of regular assigned work.
4. When, at the time of request, the shift exchange adversely affects staffing, or significantly affects/impacts the operations of the District, and is not in the best interest of the District.
5. Shift exchanges are not allowed for consistent restructuring of an employee's shift cycle into a 48/144. Consistent is defined as a majority of shift cycles in a given month.

Section 11.2 – When a shift exchange is approved as set forth herein, the member who agrees to a shift exchange and completes the appropriate forms takes full responsibility for the shift. In the event of any change of shift status or position assignment for an employee who owes a shift trade, no change shall occur without first fulfilling his/her obligations regarding the shift trade/exchange.

Section 11.3 – An employee who agrees to a shift exchange and subsequently fails to complete the exchange shall be responsible for the hours agreed to as follows:

Section 11.3.1 – An employee who fails to report for an agreed upon shift exchange (including an employee who separates from employment prior to fulfilling an exchange) shall be charged the equivalent incurred cost incurred by the District for replacement out of their annual leave, holiday leave, or comp time bank.

If an employee separates from employment without fulfilling one or more exchanges and lacks sufficient accrued leave to cover the resulting cost, the District shall deduct the "cost of backfill" incurred from the employee's final paycheck. The "cost of backfill" is defined as, up to and including, time and a half if overtime was incurred to fill the shift exchange. Prior to any such deduction or recovery, the District shall provide written notice to the employee identifying the unfulfilled exchange(s), the associated costs, and the intended method of reconciliation. The employee shall be provided with an opportunity to review and respond to the reconciliation notice within a reasonable period of time. After that period, the District may proceed with the deduction or other recovery action as necessary to reconcile the cost.

Section 11.3.2 – If an employee responsible to work an exchange goes on approved disability, L&I, PFML, FMLA, or Sick Leave before fulfilling that obligation, the employee shall be charged from that employee's leave bank as if they were working their normally assigned shift.

Section 11.4 – All shift exchanges, including request and approval, shall be administered consistent with and subject to District Policy.

Section 11.5 – Fulfillment of any shift exchange shall occur within the same calendar year that the exchange was initiated. If fulfillment does not occur within such time, the employee responsible for completing the exchange shall be treated as failing to complete the exchange and will have their leave bank(s) deducted as provided in Section 11.3.1.

Section 11.6 – A shift exchange may only involve two (2) employees.

Section 11.7 – In order to ensure that shift exchanges can be properly tracked, all shift exchange requests must be accompanied by a note in Crewsense with the employee's plans for payback (either a date or payback with comp time). When a comp time transfer request is sent to Payroll, the person transferring the comp time shall also make a manual entry in the trade ledger, deducting hours from the balance.

Section 11.8 – All bargaining unit employees shall review trade ledgers and shall report to the Union principal officers the reason for any imbalance, and if there is an actual imbalance and not just a tracking error, shall either initiate a shift exchange to balance the hours or transfer the appropriate comp time hours.

Section 11.9 – The District may, upon request, review a spreadsheet of outstanding shift exchanges in order to ensure (1) such shift exchanges are scheduled within the same year, (2) that the notes in Crewsense are accurate, and (3) that such shift exchanges are balanced.

Section 11.10 – In the event the District receives an audit finding or management letter from the State Auditor indicating that this Article or Article 12 is not legally compliant, the parties will enter into bargaining solely for the purpose of revising the applicable article to comply with law.

ARTICLE 12 – Stand By and Call Back

Section 12.1 – The term “standby” is used to describe a voluntary arrangement whereby an employee on shift holds over until relieved by the scheduled employee. It is recognized that “standby” is a shift substitution under Section 7(p)(3) of the FLSA. Standby during a shift is allowed as long as the employee standing by is qualified for the position as outlined in Article 11, the standardized notification of the Shift Officer has been completed, and the duration of the holdover is 15 minutes or less. Any holdover exceeding 15 minutes shall be subject to Article 11; provided, however, that if standby is less than four (4) hours, the twenty-four (24) hour notice requirement in Article 11 shall not apply. Employees scheduled to work are solely responsible for the time scheduled and may be

subject to discipline if they arrive to work late and fail to arrange for standby or a shift substitution in accordance with Article 11 or 12.

Section 12.2 – The on-duty employee being asked to stand by does not have an obligation to do so and cannot be held accountable or disciplined for finishing out their regularly scheduled shift and leaving the workplace on time.

Section 12.3 – In non-emergent situations (e.g., daily staffing, special events such as Evergreen State Fair), the District shall use the regular agreed upon call back process. In emergent situations, unforeseen extended incidents (e.g., Hazardous material incidents, Technical Rescues, Fire of 2nd alarm and greater, mass casualty incidents, etc.), the District will use callback lists or groups as established in the District's staffing program. Examples of groups are:

- Specific Stations
- Hazardous Material Technicians
- Rescue Technicians
- State and Federal Mobilization Personnel
- Rescue Swimmer
- Swift Water

Responding personnel would be compensated according to the CBA. All utilization of this callback system would be evaluated for its effectiveness and continued use.

ARTICLE 13 – Supplementary Leave

Section 13.1 Jury Duty – 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 13.2 Leave of Absence Without Pay – The District agrees that, if in the opinion of the Fire Chief, and with the approval of the District, 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 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 accrued leave. Vacation, sick leave, and holiday benefits shall not accrue during leaves of absence without pay.

Section 13.3 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, father-in-law, or step-family equivalent to the above named, or those who stood "in loco parentis" role. Employee may receive up to forty-eight (48) hours for twenty-four (24) shift employees and up to forty (40) hours for day shift employees, at the discretion of the Fire Chief or their designee, per incident. Any time beyond this amount required because of travel or 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. Bereavement leave shall be approved in advance by the Fire Chief or his designee on an as-needed basis.

Section 13.4 – 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 13.5 Medical Leaves – Employees who satisfy the eligibility requirements are entitled to federal and state leaves regarding medical conditions for themselves and/or family members, as well as qualifying bonding time with dependents as identified by the applicable law. Employees are encouraged to contact Human Resources with any questions regarding available medical leaves.

13.5.1 Family and Medical Leave Act (FMLA) – Up to (12) weeks of unpaid leave during any (12) month period to care for a new child (by birth, adoption, or foster care); to care for a child, spouse, or parent with a serious health condition; or the employee's own serious health condition. Leave is unpaid, except that accrued vacation, holiday leave, or sick leave may substitute the absence at the request of the District or the Employee. Health benefits (medical, dental, and vision) shall be continued during the leave at District expense. Employees must provide a (30) day advance notice of leave to care for a new child or planned medical treatments, except for unforeseeable circumstances. If (30) days' notice is not given, and the need and timing of the leave were clearly foreseeable, the District may delay the leave (30) days. Return to work guidelines, as established by FMLA, shall apply. An employee may take part-time or intermittent leave for a serious health condition of the employee or family member; however, intermittent leave for bonding with a new child is only allowed as provided in the FMLA.

13.5.2 Paid Family and Medical Leave (PFML) – PFML is a paid leave. Leave duration varies, dependent on the situation(s), from up to 12 weeks to 18 weeks. Employees who are eligible for and receive PFML benefits may utilize accrued leave to supplement their PFML benefit. When an employee invokes PFML, they are also invoking FMLA. FMLA shall run concurrent with PFML. As with FMLA, employees

are required to provide at least 30 days written notice before taking the leave if it is foreseeable; otherwise, they must provide notice as soon as is practicable to the Human Resources Division. The District will maintain health benefits while the employee is on PFML. An employee may take part-time or intermittent leave for a serious health condition of the employee or family member; however, intermittent leave for bonding with a new child is only allowed as provided in PFML (RCW 50A).

ARTICLE 14 – Vacation

Section 14.1 – The District agrees that any employee covered under this Contract shall be entitled to the following vacation, with pay:

| Length (Months) of Service | Hours | Shifts |
|-----------------------------------|--------------|---------------|
| 0 - 12 | 48 | 2 |
| 13 - 24 | 96 | 4 |
| 25 - 60 | 120 | 5 |
| 61 - 96 | 168 | 7 |
| 97 - 144 | 192 | 8 |
| 145 - 204 | 216 | 9 |
| 205 - 228 | 240 | 10 |
| 229 - 252 | 264 | 11 |
| 253 - 300 | 312 | 13 |
| 301 and thereafter | 336 | 14 |

Section 14.2 – The minimum vacation allowance to be taken by any employee covered under this contract shall be 8, 9, 10, or 24 hours, based on the shift the employee is assigned to, and scheduled as mutually agreed by the employee and the District.

Section 14.3 – 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. Cashed out vacation days will be compensated at the employee's regular hourly rate of pay.

14.3.1 – In consideration of operational necessities, vacation leave may be front loaded and scheduled in accordance with Article 14. Employees shall be required to pay back any unearned leave hours used.

Section 14.4 – Vacation schedules will be submitted on a form provided by the District prior to December 15th of each year. Vacations shall be approved and scheduled by the District by December 31st of each year. In the event a scheduling change is deemed necessary, said change must be mutually agreed upon by the employee and the District. Any changes to vacation that affect sell back shall be turned into the District by November 1st of that year. The Chief has sole discretion to allow for exceptions due to employee emergencies.

Section 14.5 – Seniority, and not rank, shall determine the order in which employees choose their Vacation/Holiday/Debit Day schedule on or near December 15th of each year. 24-hour shift personnel shall be allowed to schedule a total of seven (7) picks per rotation. Picks will be scheduled for 24 hours. For the purpose of AL picks, Debit days are counted as part of the employee's regularly scheduled shift assignment. All employees shall be granted all their time.

Section 14.5.1 – The total accrued vacation/holiday leave hours for employees assigned to the standard twenty-four (24) hour shift covered by this contract, as of December 1st each year of this contract, shall be divided by 365 (days), then divided by 24 (hours). This number shall be determined, and in the event that it is greater than a whole number, that number shall be calculated into shifts (additional shifts) and made available to the employees during the selection process. Additional shifts must round up to the next even shift.

Section 14.6 – Vacation/Holiday change requests shall be made at least twenty-four hours (24) notice through a standardized notification process on the forms provided by the District. Final approval by the employee's assigned Battalion Chief or debit Battalion Chief would be necessary to make changes in scheduling. A vacation or holiday change will not incur any overtime to the District at the time the change is scheduled.

Section 14.7 – Any Vacation/Holiday time that is scheduled must be taken. The time scheduled can be moved to a different day only as outlined in Section 14.6, but cannot be sold back unless approved by the Chief or designee.

Section 14.8 – The Union will be responsible for the coordination of Vacation/Holiday picks.

Section 14.9 – Employees may choose to sell back their accrued Vacation/Holiday leave hours. All Vacation/Holiday hours requested to be sold back for cash shall be submitted with the employee's annual leave request prior to December 15th of each year. The employee requesting Vacation/Holiday hours sellback may split the hours to be sold back

between their end of June paycheck and their end of December paycheck, or all sell back hours may be requested on their end of December paycheck. No more than fifty percent (50%) of the employee's allowed vacation/holiday hours can be sold back in June. All other holiday and vacation hours are subject to sell back at the end of the year.

ARTICLE 15 – Holidays

Section 15.1 – Employees covered under this Contract shall be granted a total of one hundred and twenty (120) hours of Holiday time and shall schedule such time in the same manner as outlined in Section 14 of this Contract. Holiday time shall be granted at straight time for the recognized holidays listed below. Employees working a recognized holiday will receive straight time.

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents Day
- Memorial Day
- Juneteenth
- Independent Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- The Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

Section 15.2 – Holiday time shall be accrued on a monthly basis for the purposes of determining holiday liability. Holiday time shall not be cumulative from year to year. Unused holiday time will be compensated at the employee's regular rate of pay.

15.2.1 – In consideration of operational necessities, holiday leave may be front loaded and scheduled in accordance with Article 14. Employees shall be required to pay back any unearned leave hours used.

Section 15.3 – Holiday leave hour sellback shall be done consistent with Section 14.9.

Section 15.4 – 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).

Request for unpaid holidays (described above) shall be made at least one (1) shift in advance, meaning the shift he/she is assigned to, through a standardized notification process on the forms provided by the District. Final approval by the assigned Battalion Chief shall be necessary to make changes in scheduling. In the event the request for unpaid holiday causes the staffing to fall below the constant staffing level established by the District, overtime coverage for the position is allowed and must be confirmed prior to final approval.

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 16 – Wage Rates

Section 16.1 – The District agrees that employees covered under this Contract shall be paid a monthly wage as outlined in Article 23. 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 16.1.1 – The parties acknowledge that the District does not currently comply with Department of Retirement Services requirements for overtime payments to be reported in the same pay period as regularly scheduled hours. The parties further acknowledge that the solution to this issue is for one pay period to be skipped for all District employees. The parties therefore agree that payroll for one payroll period will not be made on the normally scheduled date. The District will provide the Union with no less than six (6) months notice of the payroll period which is to be skipped.

Section 16.2 – Any employee who is scheduled to fill a position out of their normal job classification shall receive the scheduled acting pay rate for that position.

Section 16.3 – 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:

Promotions & Longevity: Effective 1st of the month that the change occurs.

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

ARTICLE 17 – Overtime Pay

Section 17.1 – Overtime pay rates shall be effective for all employees covered by this Contract who have worked over forty (40) hours in a seven (7) day cycle, or one hundred

eighty-two (182) hours in a twenty-four (24) day cycle, depending on which cycle they have been assigned.

Section 17.2 – Approval of an on-duty Battalion Chief shall be required before any employee may work overtime, providing however, unless the employee is on emergency services and has not been relieved.

Section 17.2.1 – In the event that a member's station assignment is changed with less than 24 hours' notice, the moved member shall be eligible for overtime (as outlined in Section 17.2) beginning once they arrive at their regular assigned station to pick up their gear until their regularly assigned shift begins (up to a maximum of one (1) hour per shift). The moved employee's regular shift shall remain 08:00 to 08:00.

Section 17.3 – In the event 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 1/2) times the regular rate of pay; provided, however, that if an employee is called subsequently and within said two (2) hour period, the calls shall be deemed merged into one overtime period. Nothing herein shall be deemed to infringe upon the rights of the District, through the on-duty Chief, to determine specific personnel, the number of personnel and to designate those employees who are to be returned to an on-duty status.

Section 17.4 – Overtime shall be at the rate of one and one half (1 1/2) times the employee's regular rate of pay and shall be paid on 15 minute increments of time, except as provided in Section 17.3.

Section 17.4.1 – Mandatory overtime that forces an employee to work on recognized holidays, that are specified in Section 15.1, shall be paid at a rate of two (2) times the employee's regular rate of pay and shall be paid on 15-minute increments of time, except as provided in Section 17.3

Section 17.5 – It shall be the responsibility of the Union to establish the overtime call in procedure and communicate any changes to the District.

Section 17.6 – When a bargaining unit position opens from illness or injury, and that opening causes staffing to fall below the established "constant staffing" minimums, that position will be filled with Union employees per the call-in procedure.

Section 17.7 – When hiring overtime, the position must be filled per the overtime call in procedure and in compliance with Section 10.11. If the number of Lieutenants, Drivers or paramedics on duty are at or above "constant staffing" minimums, a firefighter may be called for the overtime position. If above constant staffing levels, qualified employees (Section 33.3) may be moved to that position in the "acting" role. If the vacancy occurs

less than 24 hours before the start of the shift and staffing has fallen below the constant staffing level, the position shall be filled according to the rank required to fill the vacancy.

Section 17.8 – When an employee works an overtime shift, he/she shall choose to be compensated in one (1) of two (2) ways.

- A. At a rate that coincides with Section 17.4 or its subsections.
- B. The employee may accrue a bank of comp time to be used during the year. The comp time bank will accrue at a rate that coincides with Section 17.4 or its subsections. On December 31st of the current year all employees will have their comp time banks cashed out down to seventy-two (72) hours.
 - Only Option A is available to the employee in the event the overtime is caused from another employee taking comp time.
 - Only Option A is available to the employees working or backfilling for State or EMAC mobilizations.

Employees are allowed to transfer comp time hours from their own comp time bank to another employee's comp time bank, at straight time, in exchange for hours worked, like for like within classifications Captain, Lieutenant, Driver, Firefighter Paramedic and Firefighter.

Section 17.9 Mandatory Overtime – When there are no volunteers to work the required overtime and a member is mandated to work the overtime in order to maintain the District's established constant staffing level, mandatory overtime occurs. Mandatory overtime is defined as any time a qualified person is held on shift without volunteering (this excludes shift trades). Mandatory overtime will only occur if qualified personnel do not volunteer for overtime. The position to be filled shall be filled per the overtime call in procedure. In such cases a member from the off-going shift will be held on overtime to comply with the constant staffing requirements as outlined in Section 10.11.

Section 17.9.1 – Overall seniority will be utilized to mandate an employee to work overtime. The least senior employee that complies with Section 17.9 above will be required to work overtime. Once an employee has worked mandatory overtime they will fall to the bottom of the mandatory overtime list.

Section 17.9.2 – Mandatory overtime shall only be utilized for position vacancies caused by sick leave, PFML, FMLA, or Leave without Pay.

Section 17.10 – When hiring overtime, the position must be filled per the overtime call in procedure and in compliance with Section 10.11. If the number of Lieutenants, Drivers or

paramedics on duty are at or above "constant staffing" minimums, a firefighter may be called for the overtime position.

Section 17.11 – A member shall be notified as soon as possible that they will be working mandatory overtime by an on-duty Battalion Chief.

Section 17.12 – Mandatory overtime hours and normal overtime hours shall be documented uniquely to accommodate the evaluation of mandatory overtime and its utilization.

Section 17.13 – Mandatory overtime does not supersede an employee's ability to use sick leave per Article 9 of the CBA and RCW 49.12.270

Section 17.14 – The District shall not be able to require an employee to work mandatory overtime if the employee has approved annual leave, holiday leave, comp time, sick leave or other pre-approved leave on the day the need for mandatory overtime occurs.

Section 17.15 – An employee may reject or shall not be required to work mandatory overtime for the following:

- Employees can, one time, per calendar year, refuse mandatory overtime.
- if good cause exists (e.g., mandatory overtime would require the employee to forfeit pre-purchased airline tickets, would require the employee to violate a legal obligation they have, or would otherwise cause the employee undue hardship or expense) provided that if an employee falsely claims good cause for rejecting mandatory overtime, or abuses the right, that employee shall be subject to discipline.
- If an employee is on a shift trade they cannot be required to work mandatory overtime.
- If an employee is on overtime they cannot be required to work mandatory overtime.

Section 17.16 – Failure to work mandatory overtime shall result in disciplinary action.

ARTICLE 18 – Educational Incentive Plan

Section 18.1 – The District will prefund employee's tuition expenses incurred for up to eight (8) classes per year leading to any associate degree for Firefighter 1 through Driver/Operator. After successful completion of the course, the employee is required to provide documentation that the conditions outlined below have been met; if the conditions are not met, the employee is responsible for the cost of the class.

The District will refund an employee's tuition expenses incurred for up to two (2) approved classes per quarter leading to any bachelor's degree for ranks at or above Lieutenant, upon

submission by the employee of proof of successful completion of the approved courses, if the following conditions are met:

- A. The class is included in the curriculum at an accredited College approved by the District; and
- B. The employee attains a grade of "C" (or 2.0), or better. (In any class where pass/fail is used as a grading certification, a "pass" grade must be attained.)
- C. All books for the above approved classes shall be provided by the District. Upon completion of the course, the employee shall return the books to the District. Lost or stolen books shall be the responsibility of the employee.
- D. The District shall budget a minimum of one hundred thousand dollars (\$100,000) per year for education class pay. When that amount is spent, no other college classes will be funded until the next fiscal year. In the event the education class pay budgeted amount is exhausted, the District and Union agree to discuss possible increases to the education class pay budget for the remainder of the year.

The employee must request approval, in writing, in advance to the Deputy Chief of Training or his/her designee, and include how their chosen field of study or degree program will enable them to better contribute to the mission or work of the District. Field of study must be approved in advance by the Fire Chief or his/her designee.

The parties recognize that the IRS establishes limits on the amount an Employee can receive in educational benefits before they are taxable to the employee. The District will comply with IRS reporting rules regarding taxation of educational benefits.

Recruits and Probationary Firefighters shall not be eligible for the educational incentive offered by the District.

Section 18.2 – The District will reimburse employee's mileage at the current federal rate per mile for all travel incurred in the employee's personal vehicle to attend training that is approved by the District and is necessary to retain certifications. Mileage shall be calculated per the District's travel policy.

ARTICLE 19 – Uniforms and Protective Clothing

Section 19.1 – Each new employee shall be furnished clothing pursuant to District standards. Thereafter, each employee will be allowed replacement of work clothing as needed under a quartermaster system. Uniforms shall be worn according to the District standards.

Section 19.2 – Changes in uniform standards shall be developed through a joint committee of management and labor, which shall ensure that firefighter safety and District image are maintained. The Committee shall meet every other year or more frequently as needed and consist of a maximum of four (4) employees elected every odd year from the Union and the program manager. The program manager shall not be counted as one of the four employees. Committee members, not already on duty, will be compensated at the overtime rate.

Section 19.3 – The District will furnish all protective clothing required.

Section 19.4 – The District will provide a Class A uniform to employees in the Firefighter II or higher position. Replacement Class A uniforms shall be at the expense of the employee. The District will pay for upgrades necessary to comply with the District's Uniform Policy.

ARTICLE 20 – Grievance Process

Section 20.1 – The purpose of this procedure is to provide an orderly method of resolving grievances. A determined effort shall be made to settle any differences at the lowest possible level in the grievance procedure. Meetings or discussions involving grievances or these procedures shall not interfere with regular duties.

Section 20.2 Definitions –

- A. GRIEVANT: A grievant is an employee or, in the case of the Union's contractual rights, the Union.
- B. GRIEVANCE: A grievance is defined as a dispute involving the interpretation or application of the specific terms of this Contract.
- C. DAYS: Days in this procedure are calendar days, not including weekends or holidays.

Section 20.3 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 20.3.1 – 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 20.3.2 – 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 20.4 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 20.5 Process –

Step 1: Informal Level – Written submission of 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 presentation.

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 ten (10) days after receipt of the informal response. The written grievance shall contain: A clear and concise statement of the alleged grievance, including the facts upon which the grievance is based.

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

The Fire Chief will inform the employee and the Union, in writing, of the disposition of the grievance within ten (10) days of the presentation of the written grievance.

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

- A. Individual Grievances: If the grievance is not settled at Step 2 and the grievant wishes to pursue the Grievance to Step 3, the grievant must file a grievance in writing within ten (10) days after the receipt of the Fire Chief's written response in Step 2 above. The Commissioners will review the grievance with the parties involved and provide a written statement of the disposition to the grievant with a written copy to the Union, within fifteen (15) days of receipt of the grievance.

- B. Union Grievances: A grievance that the Union may have with the Fire District, dealing with the interpretation of terms of this Contract relating to Union rights, shall be commenced by filing, in writing, (in the format of Step 2 above) with the Commissioners. Such filing shall be within (30) days after the event is known, or reasonably should have been known. The Commissioners will have fifteen (15) days from the receipt of the grievance to resolve it.

Step 4: Arbitration – If no settlement is reached in Step 3, the Union may request that the matter be submitted to an arbiter as hereinafter provided.

- A. Written notice of a request for arbitration shall be made to the Fire Chief within ten (10) days of receipt of the disposition letter at Step 3.
- B. Arbitration shall be limited to issues involving the interpretation or application of specific terms of this Contract.
- 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, the provisions of paragraph (D) below shall apply to the selection of an arbiter.
- D. In the event an arbiter is not agreed upon as provided in paragraph (C) above, the parties shall jointly request the American Arbitration Association to submit a panel of nine (9) arbiters. Such request shall state the issue(s) of the case and ask that the nominees be qualified to handle the type of case involved. When notification of the names of the nine (9) arbiters is received, the parties shall each independently strike from the list those unacceptable arbiters and shall rank, in order of preference, the remaining arbiters. The parties shall then meet and compare their lists. From among the mutually acceptable arbiters, the one with the lowest combined preference number shall be the arbiter. In the event of a tie between two (2) or more arbiters, a single arbiter shall be chosen by lot. In the event there are no mutually acceptable arbiters on the panel, the parties, in turn, shall have the right to strike a name from the panel until only one (1) name remains. The remaining person shall be the arbiter. The right to strike the first name from the panel shall be determined by lot. In the event either party is dissatisfied with the credentials of the arbiters whose names are on the first panel offered by the American Arbitration Association, such party can summarily reject that panel and insist on a second panel. Selection must be made from the second panel.

E. Arbitration proceedings shall be in accordance with the following:

1. The arbiter, once appointed, will inform the parties as to the procedures which will be followed.
2. The arbiter shall hear and accept pertinent evidence submitted by both parties and shall be empowered to request, through subpoena if necessary, such data and testimony as the arbiter deems pertinent to the grievance and shall render a decision in writing to both parties within thirty (30) days, unless mutually extended, of the closing of the record.
3. The arbiter shall be authorized to rule and issue a decision in writing on the issue(s) presented for arbitration, which decision shall be final and binding on both parties.
4. The arbiter shall rule only on the basis of information presented in the hearing and shall refuse to receive any information after the hearing, except by mutual agreement.
5. Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement of grievance. The arguments may be supported by oral comment and rebuttal. Either or both parties may submit written briefs within a time period mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the grievance.
6. Each party shall pay any compensation and expenses relating to its own witnesses or representatives.
7. All other costs related to this process, including the fees of the arbiter, shall be paid by the non-prevailing party.
8. 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 20.6 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 20.7 Limits of the Arbiter – The arbiter cannot order the District to take action contrary to law.

Section 20.8 Freedom From Reprisal – There will be no reprisals against the grievant or others as a result of his/her participation in this process.

ARTICLE 21 – Positions Openings, Promotions, and Transfers

Section 21.1 Position Openings –

Section 21.1.1 – If a bargaining unit position opening occurs, and it is not filled within thirty (30) days, at Union request, the District shall notify the Union of its plans concerning the vacant position.

Section 21.1.2 – The District shall notify the Union President of the District's desired number of conditional offers to be given to new hires prior to Chief's interviews. New hires for that cycle shall be selected from a ranked list established through 1st and 2nd round interviews. The candidates' ranking on this list will be utilized to determine seniority to comply with Article 38-Seniority. The Chief shall select the new hires utilizing the "Rule of X," whereby X is equal to 175% (rounding up to the nearest whole number) of the number of conditional offers. For example, if the Fire Chief notifies the Union President that the District intends on hiring 19 new firefighters, the Fire Chief can interview and select from the top 34 candidates. The minimum number of candidates to move forward to the Fire Chief's interviews in any process, regardless of the number of FTEs to be hired, shall be ten (10).

Section 21.1.3 – When the District proposes to fill a firefighter (or firefighter/paramedic) position covered by this Contract with a lateral transfer from another fire department, then the District and the Union shall meet to discuss the need for such lateral transfer. Laterals shall not transfer in the Department higher than a Firefighter 3 or Firefighter Paramedic 3. All lateral transfers will be required to meet training standards for probationary firefighters.

Section 21.2 Promotions –

Section 21.2.1 – It is intended that the District shall first look to those employees then employed by the District to fill any promotion within the bargaining unit. If no qualified bid is received from presently employed personnel, then the District may advertise said vacancy or opening, seeking qualified personnel applications from individuals not then employed by the District.

Section 21.2.2 Promotional Testing Timelines –

1. Notice of promotional test dates shall be posted at least ninety (90) days prior to the examination date.
2. Letters of intent shall be submitted to the Human Resources Director. Letters shall be submitted any time following the position announcement and seventy-five (75) days prior to the examination date.
3. Testing Materials shall be made available to the candidates at least sixty (60) days prior to the examination date.
4. Completed Application Packets shall be submitted to the Human Resources Director. Packets shall be submitted any time following the position announcement and thirty (30) days prior to the examination date. All minimum requirements must be met by the time of application except for time in grade requirements which must be met prior to date of the test.

* If stated timelines fall on a holiday or weekend, then all dates adjust to the next business day.

Section 21.2.3 Timelines for Testing – BC, LT (including LT MSO), Captain, and D/O tests will be conducted every two years. Other promoted positions and special assignment tests will be done on an as-needed basis. Testing shall be conducted in a spring and fall test, unless the need for additional test dates arises and is mutually agreed upon by the District and the Union. The window for spring testing shall be March 15th to May 15th. The window for fall testing shall be September 15th to November 15th. If conflicts within the established testing windows arise, if the existing list is exhausted before the applicable testing window opens, or if the list is eliminated per Section 21.2.9, the District may adjust the dates for testing. If, after collaboration with the Union, the dates for testing are so adjusted, the District will provide the Union as much advance notice as practicable. Tests to be scheduled as follows:

BC – spring odd years

Captain, LT MSO and EMS Day Captain – spring even years

LT – fall odd years

D/O – fall even years

Section 21.2.4 – Each list shall be valid for a maximum of 24 months. A list shall expire after the maximum 24 months have passed OR until such time as a new

successor list has been certified, whichever comes first. All minimum qualifications must be met at the time of application.

Section 21.2.5 – Intentionally left blank.

Section 21.2.6 – The oral examination board for promotional examinations shall consist of persons from fire-related fields at equal or greater rank to the position being tested. External evaluators shall be the majority evaluators on all Oral Review Boards in accordance with the CBA. Internal evaluators shall be the majority on IMS and Practical sections of promotional exams as the skills and tactics being tested are specific to the organization. In the event that the Department is unable to secure qualified external evaluators, the Department and the Union will meet to discuss the use of internal evaluators. Oral Board members may disqualify themselves from examining eligible candidates whom they know on a personal and/or professional basis. For any oral exam, the Union may appoint a representative to monitor the examination.

Section 21.2.7 – When two (2) or more candidates have the same composite score, preference on the eligibility list shall be determined by the order in which they entered the Department.

Section 21.2.8 – All components will be equally weighted regardless of the number of test components, with each component requiring a minimum 70% to pass.

Section 21.2.9 – For each promotional position to be filled, the top three (3) candidates from the current eligibility list shall be submitted to the Chief. Should less than three (3) names remain on the list, however, the Chief may either: 1) make a selection from the names remaining, or 2) eliminate the list and request a new examination. Promotional eligibility lists shall be kept for a period of two (2) years.

Section 21.2.10 – All promotional eligibility lists shall be published by the District.

Section 21.2.11 – An applicant for a promotional position shall be able to review his/her results of any exam given by the District for up to five (5) business days after the list is established. Any employee exercising this right must agree to maintain the confidentiality of the exam questions and answers.

Section 21.2.12 – Positions with personnel management requirements* (i.e., Captain, EMS Day Captain, and Lieutenant) will consist of the following exam components.

- Captain (3 components):
 - IMS Scenario
 - Assessment Center
 - Oral Evaluation

EMS Day Captain (3 components):

- IMS Scenario
- Assessment Center
- Oral Evaluation

Lieutenant MSO (4 components):

- Written Exam
- IMS Scenario
- Assessment Center
- Oral Evaluation

Lieutenant (4 components):

- Written Exam
- IMS Scenario
- Assessment Center
- Oral Evaluation

*Exams evaluating an employee's interpersonal skill set may continue to be utilized with positions requiring personnel management (Battalion Chief, Captain, EMS Day Captain, and Lieutenant positions) and can be administered after the eligibility list has been established.

While all evaluations will assess for leadership, tactical, and conflict resolution skill sets, the MSO tests will specifically focus on candidates' knowledge of, and ability to manage, complex EMS incidents.

Section 21.2.13 – Positions that focus primarily on task or program management responsibilities (CARES and Special Assignments) may consist of the following three (3) exam components:

- Written Exam
- Assessment Center
- Oral Evaluation

Notwithstanding the preceding, Driver/Operator shall consist of all three (3) exam components.

Section 21.2.14 – Newly promoted Lieutenants will be assigned to the Snohomish County Fire Training Academy (SCFTA) or an equivalent alternative training academy mutually agreed upon by the District and the Union, as a company officer for the assigned recruit class. The Lieutenant MSO will be exempt from this assignment. If the employee has already completed this assignment with the District, this requirement will be waived. This assignment should occur within the first year of promotion. While assigned to this position, the employee will be

assigned to a ten (10) hour workday as defined in Section 10.4. During this time, any work outside the hours defined in Section 10.4 shall be compensated at time and one-half as defined in Article 17. If the employee chooses to stay at the approved training academy during the class (living accommodations), they will not be compensated for the evening hours when class is not in session. The employee may be provided a department vehicle in accordance with District policy, regardless of whether they choose to commute or reside there. If the District chooses not to make a vehicle available, the employee will either be provided transport via a District bus or van, or he/she will be compensated for their mileage using their personal vehicle to and from the training academy per the District's travel policy.

Section 21.2.15 – Hazmat, Rescue Technician, and Water Rescue team placement. A team eligibility list for each team shall be established from the results of an in-house testing process. A three-phase testing process to include a written, practical, and interview portion shall be based on Operations-level skills for each discipline, as determined by the District.

Section 21.2.16 – Positions within the EMS Division shall be recognized by their operational rank equivalent (designated by pay-grade in Article 23). Employees moving into the Division are eligible for promotion within the Division based on the certifications attained and time in grade, as outlined in Article 22, up to the position of EMS Day Captain.

Section 21.2.16.1 – Employees may move in and out of the EMS Division during their career, but it is the time in grade within the EMS Division that defines the time in grade for the promotional processes within the EMS Division. Time in grade is not interchangeable between the EMS Division and other divisions.

Exception – When an employee was promoted into the Division as a Captain or were long term temporary actors in the EMS Division prior to ratification of this CBA and they had already met the promotional and time in grade requirements as an operational Lieutenant per Article 22 Grade requirements per the 2020-22 CBA time in grade in the EMS Division will apply as time in grade for operations.

Section 21.2.16.2 Paramedic Program – Once assigned to the position of paramedic, if not currently certified as a paramedic, employees shall be assigned to the paramedic-training program or as mutually agreed upon by the District and the Union. Additional terms and conditions regarding the paramedic-training program are found in Exhibit A hereto, which is incorporated herein.

Section 21.2.17 Office of the Fire Marshal (OFM) – Employees moving into the Division are eligible for promotion within the Division based on the certifications attained and time in grade, as outlined in Article 22, up to the position of Deputy Fire Marshal.

Section 21.2.17.1 Office of the Fire Marshal (OFM) Entry Testing – Placement within the OFM shall be established from the results of an in-house testing process consisting of a written exam, a practical exam, and interview portions based upon the skills necessary for an entry Deputy Fire Marshal I (DFM I) position, as determined by the District.

Section 21.2.17.2 – Positions within the Office of the Fire Marshal (OFM) shall be recognized by their operational rank equivalent (designated by pay-grade in Article 23). Employees may move in and out of the Division during their career, but it is the time in grade within the OFM Division that defines the time in grade for the promotional processes within the Division. Time in grade is not interchangeable between the OFM Division and other divisions.

Exception – If an employee is promoted into the Division and they had already met the promotional and time in grade requirements as an operational Lieutenant per Article 22 Grade Requirements per the 2020-22 CBA, time in grade in the Office of the Fire Marshal will apply as time in grade for operations.

Section 21.2.17.3 – OFM personnel may work overtime for positions where qualified (as determined by the Training Division) during times not assigned to their primary OFM duties. Non-OFM personnel with ICC Fire Inspector I certification are eligible to work overtime within the OFM Division where openings warrant. Non-OFM personnel with approved light-duty may be assigned to work within the Division without certification.

Section 21.2.18 – An employee who is currently at a higher rank and pay scale may be promoted to a position in the EMS Division or the Office of the Fire Marshal Division that is a lower rank and pay scale. The employee shall be allowed to maintain base pay up to:

1. EMS Division – Lieutenant MSO II (119%) base wage
2. Office of the Fire Marshal – Deputy Fire Marshal II (119%) base wage for the time in grade required to promote to the positions listed in items & 1 & 2 as defined in Article 22.

Section 21.3 Transfers –

Section 21.3.1 – This section governs openings that result due to promotion and separation from service, and not from the creation of new positions. All station

bidding and rebidding shall be awarded in order of date-of-hire seniority. Any openings prior to January 1 will be filled on a temporary basis by qualified employees in accordance with Article 33. Subsequent and resulting openings shall be open to a bidding process conducted by the Union to occur starting November 1st and concluding December 1st. All bid selections will be effective January 1st of the following year. At the conclusion of bidding, the Union shall meet and confer with the DC of Operations to confirm the final bid results meet operational requirements as established by the Employer. The District may restrict the practice known as "Trickle Down Bidding" due to operational necessity. This process shall not result in a non-bidding employee (who is off probation) being forced to move from one station or shift to another. This section shall take effect upon ratification of this CBA and shall not be applied retroactively.

Section 21.3.2 – Shift and station assignments shall be considered fixed with no scheduled rebid cycle through 2028. Employees may hold a vote in accordance with the Union bylaws and decide to rebid. Should employees vote to hold a rebid, the rebid shall be conducted with an effective date of January 1st of the following year. It would be the responsibility of the District to outline the positional requirements per station and per shift to meet deployment objectives, and it would be the responsibility of the Union to conduct the rebid process. This language is not intended to restrict the District from utilizing management rights to change operational standards, to move employees when operational necessity requires movement, or other rights as defined in Article 5.

ARTICLE 22 – Requirements For Employee Positions

Section 22.1 – The following is a description of the positions and the minimum requirements for the positions that any employee covered by this Contract must possess in order to either hold the position or be considered for such position. It is specifically agreed, however, that even though an employee may possess certain requirements for a position not held, an employee may not necessarily be considered or assigned to that other position, but may be assigned to the position pursuant to the other appropriate provisions of this Contract, and then only at the sole discretion of the Fire Chief and the District.

Acting Requirements – The promoted Ranks of Battalion Chief, Captain (per division), Lieutenant, and Driver Operator shall have an established Acting Program. Any employee who is interested in a promotional test must complete the Acting Requirements Form for that position prior to testing. The District and the Union will work collaboratively on the Acting Program Requirements forms.

GRADE REQUIREMENTS

Recruit Firefighter – Pass entrance requirements as established by the District.

Recruit Firefighter Paramedic – Pass entrance requirements as established by the District.

Probationary Firefighter – Completion of the District’s required academy as well as pre- and post-academy programs. Certification to operate as an Emergency Medical Technician (EMT) in Washington State. Must meet minimum training and performance standards of Firefighter 1 within one (1) year of being regularly assigned to a 24-hour shift schedule. Maintain satisfactory performance evaluations during probation period.

Probationary Firefighter Paramedic – Completion of the District’s required academy as well as pre- and post-academy programs. Certification to operate as a Paramedic in Washington State. Must meet minimum training and performance standards of Firefighter 1 within one (1) year of being regularly assigned to a 24-hour shift schedule. Maintain satisfactory performance evaluations during probation period.

Firefighter 1 – One (1) year time in grade as a Probationary Firefighter. IFSAC certified as a Firefighter I. EMT certificate.

Firefighter Paramedic 1 – One (1) year time in grade as a Probationary Firefighter Paramedic. IFSAC certified as a Firefighter 1. Paramedic certificate and meet Snohomish County Paramedic Requirements.

Firefighter 2 – One (1) year time in grade as Firefighter 1. IFSAC certified as Firefighter II. EMT certificate.

Firefighter Paramedic 2 – One (1) year time in grade as Firefighter Paramedic 1. IFSAC certified as Firefighter II. Paramedic Certificate.

Firefighter 3 – One (1) year time in grade as a Firefighter 2. Successful completion of the Department Training Standards for Firefighter 3. Department Training Standard for Firefighter 3 requires completion of 120 hours of fire service-related coursework. Courses must be in person, live online, or a Fire/EMS degree-specific course from an accredited college or university. See Educational Matrix in Exhibit B for preapproved courses and their applicable hours. The course titles are not specific; only the general topic matters. Alternative courses may be approved by the DC of Training or their designee.

Firefighter Paramedic 3 – One (1) year time in grade as a Firefighter Paramedic 2 or Firefighter Paramedic Trainee with successful completion of the Training Program as established by Section 21.2.16 and Snohomish County requirements, AND successful completion of the Department Training Standards for Firefighter 3. Paramedic Certificate.

Probationary Firefighter Paramedic Trainee – One (1) year time in grade as a Firefighter 2 with SRFR. EMT Certificate.

Probationary Driver Operator – One (1) year time in grade as a Fire Fighter 3, completion of the Acting Driver/Operator Requirements Form, current Washington State Emergency Medical Technician – Basic (EMT-B) certificate. Preferred qualifications of an associate degree in a Fire/EMS-related field.

Driver Operator – One (1) year time in grade as a Probationary Driver Operator and EMT certificate.

Probationary Lieutenant – Two (2) years' time in grade as a Fire Fighter 3, completion of the Acting Lieutenant Requirements Form, current Washington State Emergency Medical Technician – Basic (EMT-B) certificate. Preferred qualifications of an associate degree in a Fire/EMS-related field.

Lieutenant 1 – One (1) year time in grade as a Probationary Lieutenant, certified as IFSAC Fire Officer I, and EMT certificate.

Lieutenant 2 – One (1) year time in grade as Lieutenant 1, certified as IFSAC Fire Officer II, and EMT certificate.

Probationary Lieutenant MSO – Five (5) years' time in grade as a SRFR Firefighter Paramedic 3; completion of Acting Lieutenant MSO I requirements; current Washington State Paramedic certificate.

Lieutenant MSO I – One (1) year time in grade as a Probationary Lieutenant MSO, Certified as IFSAC Fire Officer I; current Washington State Paramedic certificate.

Lieutenant MSO II – One (1) year time in grade as Lieutenant MSO I; certified as IFSAC Fire Officer I; completion of an approved National Fire Academy-EMS Incident Operations focused course, current Washington State Paramedic certificate.

Captain – One (1) year time in grade as a Lieutenant 2; current Washington State Emergency Medical Technician EMT (Basic or Paramedic certificate based on position requirements). Preferred qualifications of an associate degree in a Fire/EMS-related field, as well as IFSAC Instructor II.

EMS Day Captain – One (1) year time in grade as a Lieutenant MSO II; completion of an approved National Fire Academy-EMS QM or research-focused course; current Washington State EMT-P. Preferred qualifications of an associate degree in a fire/EMS-related field, as well as County CBT instructor.

Community Assistance Referral and Education (CARES) Specialist – Employees with one (1) year time in grade as a Firefighter 3 and a valid Washington State Emergency Technician Basic (EMT-B) or Paramedic (EMT-P) certification. This position shall be considered permanent, although an employee who works in this position shall be granted the restoration of their previously-held rank and status within 6 months of their request. The District may add additional positions to this role at its discretion; an examination process shall apply. Employees in this role shall be permitted to accept overtime outside of their scheduled hours and duties, in accordance with their qualifications. Employees in this role shall not be used for constant staffing needs unless they have accepted an overtime shift. There is no probation for this position. This language is not intended to exclude cooperation with another agency to provide these services when mutually agreed by the Union and the Employer.

If the CARES Specialist wishes to vacate the position, they will be restored to their previously held rank and pay in accordance with Section 22.6.

In an instance where an ILA is in place for shared CARES services, and a reduction in force occurs as a result of the CARES position, the displaced employee will be included in the District's hiring process in accordance with Article 27 of this agreement. Employees displaced as a result of the CARES position will be assured the following conditions:

1. Retain original date of hire, rank, and current step.
2. No pay reduction, "redline" salaries (when exceeds new salary structure), i.e., with no loss in salary.
3. Employee will have one year to complete any additional training requirements for hiring agency.
4. Accumulated benefits will transfer in full.
5. No additional probationary periods will be required, unless currently on probation.

Special Assignments – HazMat Technician, Rescue Technician, Water Rescue Team. Successful completion of Firefighter probation and current Washington State Emergency Medical Technician – Basic or Paramedic (EMT-B or EMT-P) certificate.

Deputy Fire Marshal 1 – Five (5) or more years' employment with the District, or approved equivalent; NFPA 1072 Hazardous Materials Operations; NFPA 1001 Firefighter II certification; ICC Fire Inspector I certification within three (3) months of appointment.

Preferred qualifications: IAAI Fire Investigation Technician, NFPA 1035 Fire and Life Safety Educator, other certifications as deemed necessary by the District.

Deputy Fire Marshal 2 – Meet all minimum qualifications for Deputy Fire Marshal 1; Two (2) years' time in grade as Deputy Fire Marshal 1; ICC Fire Inspector II, ICC Fire Plans Examiner.

Preferred qualifications: IAAI Fire Investigation Technician, NFPA 1035 Fire and Life Safety Educator, other certifications as deemed necessary by the District.

Senior Deputy Fire Marshal – Meet all minimum qualifications for Deputy Fire Marshal 2; Three (3) years' time in grade as Deputy Fire Marshal 2; Blue card Incident command or equivalent; NFPA 1021 Fire Officer I, NFPA 1033 Fire Investigator or IAAI Certified Fire Investigator or NAFI Fire and Explosion Investigator, NIMS ICS 300 and 400.

Preferred qualifications: NFPA 1035 Fire and Life Safety Educator, NFPA 1521 or NFA Fire Department Safety Officer, Other certifications as deemed necessary by the District.

For an employee to progress to the next rank within the Office of the Fire Marshal, the employee shall meet all required time in grade as listed for the ranks of Deputy Fire Marshal 2 or Senior Deputy Fire Marshal.

Section 22.2 – Employees who are employed as Driver Operator/Paramedics or Lieutenant/Paramedics or Captain/Paramedics shall meet the requirements outlined above for each position held, and maintain Washington State and Snohomish County certification as a Paramedic.

Section 22.3 – Employees shall not be denied promotions they are otherwise qualified for solely because they possess a special skill required for performance of their current position. Except as indicated by Section 21.2.16

Section 22.4 – Voluntary demotion allows for the permanent reassignment to a previously held position, which is dependent upon the existence of an open position in that rank. An "open" position shall be defined as a vacant authorized position, which may occur because of attrition, addition of positions, promotion, or demotion.

ARTICLE 23 – Salaries

Section 23.1 – Effective January 1, 2026, or mutual ratification, whichever is later, salaries shall be raised by 6%.

| POSITION: | % of FF3 | 2026 | 2027 | 2028 |
|--|-----------------|---------------|---------------|---------------|
| Recruit/Probationary Firefighter | 70% | 7,824 | 8,060 | 8,302 |
| Firefighter 1 | 80% | 8,942 | 9,211 | 9,488 |
| Firefighter 2 | 90% | 10,060 | 10,362 | 10,674 |
| Firefighter 3 | 100% | 11,177 | 11,513 | 11,859 |
| Probationary Driver/Operator | 104% | 11,625 | 11,974 | 12,334 |
| Driver Operator | 106% | 11,848 | 12,204 | 12,571 |
| Recruit/Probationary Firefighter Paramedic | 76% | 8,495 | 8,750 | 9,013 |
| Firefighter Paramedic 1 | 95% | 10,619 | 10,938 | 11,267 |
| Firefighter Paramedic 2 | 105% | 11,736 | 12,089 | 12,452 |
| Probationary Firefighter Paramedic Trainee | 115% | 12,854 | 13,240 | 13,638 |
| Firefighter Paramedic 3 | 115% | 12,854 | 13,240 | 13,638 |
| Probationary Lieutenant | 109% | 12,183 | 12,550 | 12,927 |
| Lieutenant 1 | 113% | 12,631 | 13,010 | 13,401 |
| Lieutenant 2 | 119% | 13,301 | 13,701 | 14,113 |
| Probationary Lieutenant MSO | 109% | 12,183 | 12,550 | 12,927 |
| Lieutenant MSO 1 | 113% | 12,631 | 13,010 | 13,401 |
| Lieutenant MSO 2 | 119% | 13,301 | 13,701 | 14,113 |
| Captain | 125% | 13,972 | 14,392 | 14,824 |
| EMS Day Captain | 125% | 13,972 | 14,392 | 14,824 |
| Deputy Fire Marshal 1 | 113% | 12,631 | 13,010 | 13,401 |
| Deputy Fire Marshal 2 | 119% | 13,301 | 13,701 | 14,113 |
| Senior Deputy Fire Marshall | 125% | 13,972 | 14,392 | 14,824 |

Effective January 1, 2027, salaries shall be raised by 3%.

Effective January 1, 2028, salaries shall be raised by 3%.

Section 23.2 – Those employees who promote above the rank of Firefighter/PM and maintain their paramedic certification shall be employed as non-primary paramedics. Non-Primary Paramedics shall receive an additional seven percent (7%) compensation per month. Should a non-primary paramedic be assigned for four (4) hours or more in a primary paramedic role, they would be compensated at 12 percent (12%) in lieu of the seven percent (7%) for that shift. The EMS Day Captain shall function as a non-primary paramedic. The Lieutenant Medical Services Officer positions shall function as Primary Paramedics and, as such shall receive the 12% additional compensation per month. All percentages in this section are based on Firefighter 3. Percentage is based on Firefighter 3.

Section 23.2.1 – All non-primary paramedics, at the time of the 2017-19 contract ratification, will be grandfathered in at twelve percent (12%) additional compensation for the paramedic certification. At any time should they decide to change rank (promotion or demotion), they will align with the corresponding pay percentage and structure as outlined in 23.1 and 23.2. Percentages are based on Firefighter 3.

Section 23.3 – All employees holding degrees on the list of approved degrees (see Appendix E) will be given an additional compensation of three (3%) of FF3, with a limitation of one degree.

Section 23.4 – Members of the regional Hazmat, Technical Rescue, or Water Rescue Teams shall receive additional compensation of one and one-half (1.5%) percent of Firefighter 3 monthly. Employees may hold up to two (2) team assignments provided however, if in the future, station assignments are based upon team disciplines, then the Union and District will meet to mitigate the impacts. Employees shall be limited to two (2) teams (maximum of 3% additional compensation). Team members shall be compensated at time and one-half their regular rate of pay for all hours worked or in training while off duty in participation on such teams. The District reserves the right to regulate the time spent in such activities.

Section 23.5 – Employees ranked at EMS Day Captain, Captain, LT, Senior Deputy Fire Marshal, DFM II, DFM I, FF/PM, D/O, or FF, including qualified long-term actors, assigned solely to schedule 10.2 standard eight (8) hour shift, 10.3 standard nine (9) hour shift, 10.4 standard ten (10), or 10.6 standard flex forty (40) hour work week schedule, shall be granted additional compensation of five percent (5%) of FF3. This additional compensation shall not apply to employees who hold the Recruit, Probationary Firefighter, CARES Specialist, and/or employees holding Senior Deputy Fire Marshal Rank with a Paramedic certification, nor any employee on light duty status. Employees who are assigned to a day work schedule for less than six months would have any ancillary costs cashed out at their regular classification rate (e.g., leave buy-out/cash-out, etc.).

Section 23.6 – The Community Assistance Referral and Education (CARES) Specialist shall be paid additional compensation of 6% of FF3 above their rank at the time of their appointment.

ARTICLE 24 – Debit Days

Section 24.1 – The debit day obligation shall be ten (10) days per year.

Section 24.2 – The Union will be responsible for debit assignments. Initially, each debit assignment will have no more than one paramedic, one D/O, and one Lieutenant assigned, and the remainder of the personnel will be balanced across the debit assignments.

Section 24.3 – Employees holding the rank of Captain/Lieutenant in the EMS Division (MSO position) may voluntarily move debit days to help reduce overtime.

ARTICLE 25 – Labor Management Committee

Section 25.1 – It is recognized by both parties that good communication is important to everyone at 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 every two (2) months or as otherwise agreed by the parties.

ARTICLE 26 – New Regulations

Section 26.1 – It is agreed that should NFPA 1500, or similar regulations, be adopted by the District, both parties shall agree to discuss the impact upon this Contract. For those articles or sections that are impacted, both parties shall agree to open this Contract to alter said articles for compliance. All other articles and sections shall remain as agreed upon in this Contract.

ARTICLE 27 – Reduction in Force

Section 27.1 – Should the District determine that conditions require a reduction in force, the following procedures shall be followed:

1. The District shall notify those personnel affected in writing up to sixty (60) days, but no less than thirty (30) days prior to any layoff.
2. Layoff of personnel shall be determined by seniority.
3. Prior to any decision of layoff, the District and the Union shall meet to discuss the effects of the layoff.

4. Personnel with the least amount of seniority shall be laid off first.
5. Where employees have the same date of hire, layoff shall be determined by overall seniority as defined in Section 38.1, and shall be based upon a member's final ranking after oral interviews during the hiring process. An employee shall be given an identification number in the order of how he/she finished overall on the entrance examination.
6. Personnel affected by lay-off shall be placed on top of the current hire eligibility list. Eligibility list will be in effect for five (5) years commencing when re-hiring begins.
7. When an employee is laid off in accordance with this article, the employee's insurance benefits shall remain in full force for the first calendar month following layoff.

Section 27.2 Displaced Employee Rehire List Seniority – Rehire list shall be established by original date of hire. In the event an employee is rehired from the displaced rehire list, they will regain their original date of hire, rank at the time of displacement, and seniority in that rank. Benefit accrual shall be calculated by time served.

Section 27.3 Disability Rehire List – Employees separated from employment due to disability or medical-related reasons shall be placed on a Disability Rehire List for two (2) years. During the two (2) years, if the individual is cleared by their physician as "Fit for Duty" meeting the same "Fit for Duty" standards required of all combat-ready personnel, that individual shall be qualified for rehire. Medical release shall be as determined by a medical doctor of the employee's choice who is board-certified in the area pertaining to the injury or illness. Disability Rehire List employees, qualified for rehire, shall be blended into any current Displaced Employee Rehire List by original date of hire. In the event an employee is rehired from the Disability Rehire List, they will regain their original date of hire, rank at the time of displacement, and seniority in that rank. Benefit accrual shall be calculated by time served.

Section 27.3.1 – When a recruit or probationary employee returns from the disability rehire list, their rehire date shall be adjusted to account for the time worked prior to going onto the disability rehire list. For example, if an Employee was hired on January 1, was placed on the disability rehire list during the period of July 1 – September 30 (i.e. 3 months), and returned to full-duty on October 1, the rehire date would be deemed to be three months after January 1 (i.e., April 1) for the purpose of longevity and leave accruals.

Section 27.4 Involuntary Demotions – In the event of demotions, date of promotion shall establish seniority in rank. Any demoted positions shall remain on a reinstatement list until all positions are restored to previously held rank. Any employees demoted as a result of discipline, seeking promotion, would require participation in the promotional process as outlined in Article 21.

ARTICLE 28 – Saving Clause

Section 28.1 – 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 29 – Health and Safety

Section 29.1 – The District and the Union recognize their responsibilities to promote safe working conditions for all employees and, as such, will further this effort through regular safety meetings, safety training, safety notification systems, and a structured Incident Command System.

Section 29.2 Safety Committee – A Safety Committee shall be established and operated per State, Local, and Federal regulations. Employees participating in the Safety Committee shall be compensated at the overtime rate if not on duty.

ARTICLE 30 – Military Leave

Section 30.1 – Those employees 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 military year (Oct 1st – Sept 30th). 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 30.2 – Employees shall provide the District a copy of their military orders to report for training duty within seven (7) days after receiving their orders.

ARTICLE 31 – Holiday Routine

Section 31.1 – The District and the Union recognize that firefighters must participate in evening drills to maintain proficiency. In consideration for this time, all work assignments

shall terminate at 1200 hours on all legal holidays, providing that normal emergency activity and after emergency duties are not affected.

ARTICLE 32 – Discipline

Section 32.1 – The Union agrees that its employees 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 32.2 – All employees shall be furnished access to a copy of the above-mentioned rules and regulations upon employment.

Section 32.3 – It is recognized that discipline is a rehabilitative process, and as such, no employee shall be disciplined or discharged without just cause.

Section 32.4 – The employee shall be granted Union Representation throughout any discipline process when requested, with copies of discipline documentation provided to the employee and their Union Representation in a timely manner. Union Representation shall be defined as a member of the Executive Board or their designee. In cases involving demotion, suspension, or discharge, the employee and the Union President shall be notified in writing at least five (5) calendar days before the Loudermill hearing. The notification shall state the purpose of the hearing, and the time and place of the hearing.

Section 32.5 – Recognizing that Snohomish County 911 communications dispatch center implemented Auto Vehicle Locator (AVL) technology throughout its communication system. AVL equipment may be used for computer-aided dispatch, mapping, proximity-based routing, incident/accident investigation, training, service planning, system performance monitoring, and complaint resolution. AVL equipment will not be randomly used to monitor employee performance.

Section 32.6 – Involuntary demotions as a result of discipline shall not result in any further demotions.

Section 32.7 – All video and electronic monitoring devices will not be used to randomly monitor employee performance.

Section 32.8 – The District will revise Procedure 2-17 to include procedures dealing with Union notification of employee investigations.

ARTICLE 33 – Acting

Section 33.1 – An employee, who for any reason is required to carry out the duties of a rank above that which he/she normally holds, shall be paid at that rank.

Section 33.2 – When an employee performs the duties of a higher rank for a minimum of four (4) hours in a twenty-four (24) hour shift, the employee will be paid at the acting rate for the entire twenty-four (24) hour shift. Acting pay shall not be paid for less than four (4) hours worked at the higher rank.

Section 33.3 – Should the District need an employee to fill any acting position on a shift, the position shall be filled in the following manner:

1. Candidates from the promotional list who are on duty shall be offered the position in the order of their ranking on the list.
2. Candidates from the acting list who are on duty shall be offered the position. Seniority will determine who is chosen to act, but only if it does not adversely affect the staffing.
3. If the District is below its established constant staffing level and it is more than 24 hours before the start of the shift, then, an off-duty employee who normally fills the position will be offered the position using the overtime call-in procedure; and if it still not filled, long-term actors shall be offered the opportunity to fill the position, and if it is still not filled, off-duty candidates from the position's promotional lists shall be offered the opportunity to fill the position; and if it is still not filled, off-duty candidates from the acting list shall be offered the opportunity to fill the position.
4. Lastly, if the opening is a Lieutenant position, off-duty candidates from the captain list shall be offered the opportunity to fill the position. If the vacancy occurs less than 24 hours before the start of the shift, and staffing has fallen below the established overall constant staffing level, then no reset will occur, and the position shall be filled according to the rank required to fill the vacancy.

Section 33.4 – When an acting employee has, or is expected to fill a position for a period of six (6) months, the District and the Union shall meet to discuss whether it is appropriate to fill the position in accordance with Article 21. In the event the position cannot be immediately filled, the District and Union shall meet to discuss the use of a Long-Term Actor.

Section 33.5 – Long-Term Actors may be placed in an open position that is expected to go unfilled for a six (6) month period. Long-Term Acting positions are filled on a voluntary basis in the following manner:

1. Candidates from the promotional list shall be offered the position in the order of their ranking on the promotional list.

2. Candidates from the Acting list shall be offered the position by their ranking on the Department Seniority list, utilizing the rule of three. If a Long-Term Actor serves in an acting position for a six (6) month period, the District and Union shall meet to discuss whether it is appropriate to fill the position in accordance with Article 21.

Section 33.6 – Employees placed in Long-Term Acting positions will be compensated at the pay rate established by Article 23 for the duration of the Long-Term Acting period. Probationary wage rates and evaluations in compliance with Section 34.2 would apply.

Any employee in a Long-Term Acting position will not suffer a reduction in pay.

Section 33.7 – Employees assigned to Long-Term Acting positions for six (6) or more months are eligible to have the time served in those positions counted toward their time in grade for those positions if the following conditions apply: 1) The Long-Term Actor is on the promotional list for the position being filled, 2) The Long-Term Actor is promoted off the same list that was in effect while they filled the Long-Term Acting position. All time eligible to be counted toward time in grade expires with the promotional list. Probationary periods would not be impacted by time served as a Long-Term Actor.

ARTICLE 34 – Probationary Periods

Section 34.1 – All new entry-level employees will be required to serve an 18-month probationary period beginning on the date of employment. Time served on protected medical leave or light duty status will extend the probationary period for the period of such leave or light duty. During the probationary period, Recruit or Probationary Firefighters shall be considered At-Will employees. The District shall provide each Recruit or Probationary Firefighter with an objective written evaluation of his or her job performance and progress per the Training Division’s protocol. Probationary firefighters will be required to successfully complete the Probationary Workbook prior to completion of the probationary position.

Section 34.1.1 – Probationary Firefighter Paramedic Trainee (including lateral entry) shall remain in a probationary status until such time as all grade requirements are met for the Firefighter Paramedic rank.

Section 34.2 – All newly promoted positions and lateral entry positions shall serve a probationary period of twelve (12) months. The District shall provide an objective written evaluation per the Training Division’s protocol on their performance and progress.

Section 34.3 – Failure to meet probationary standards shall be just cause for the employee to revert back to previous status for the ranks of Firefighter 1 and higher. For Recruits and

Probationary Firefighters, failure to meet probationary standards shall be just cause for termination of employment.

ARTICLE 35 – Paramedic Decertification

Section 35.1 – The District recognizes that from time to time, employees serving as Firefighter Paramedic (FF/PM) may request to reassign permanently to the position of Firefighter. This request for permanent reassignment is differentiated from periodic requests for temporary assignment to engine companies as a relief from paramedic duties.

Section 35.1.1 – The request will be handled on a first-come, first-served basis in conjunction with the needs of the District. The District will notify the employee requesting transfer within twenty (20) working days whether the request has been approved, and of an anticipated date for the return to Firefighter EMT classification.

Section 35.1.2 – An employee wishing to decertify, as a Paramedic, shall submit a letter to the District stating such request. The District shall develop a decertification plan with the employee. Decertification will not result in demotion from Lieutenant or Driver.

ARTICLE 36 – Paramedic Training

Section 36.1 – The District shall provide access to all classes necessary to maintain paramedic certifications. All employees attending class, who are not already on duty, shall be compensated at the overtime rate. Paramedics are responsible for maintaining their certification and are required to meet the continuing education requirements for their certification.

ARTICLE 37 – Deferred Compensation

Section 37.1 – 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 37.2 – The District will match up to five and one half percent (5.5%) of the employee's base salary per month for employees participating in a deferred compensation program.

Section 37.3 – For any employee who is within three (3) years of the normal retirement age (as specified in the LEOFF Plan 2), the District will buy back, at the request of the employee, unused sick leave hours in the excess of four hundred and eighty (480) at one dollar (\$1) on the dollar (\$1), up to a calendar year maximum of double the hours listed in

Section 37.1. Proceeds from all sick time sold back may be placed in the deferred compensation program or sold back for cash.

ARTICLE 38 – Seniority

Section 38.1 – 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. Employees recalled from layoff pursuant to Article 27 shall be reinstated with the seniority as of the date of layoff. Employees with the same employment date shall be placed on the seniority list in order of final ranking after the oral examination during the hiring process. Recruits and probationary employees who return to work from the disability rehire list shall have their seniority adjusted as in Article 27.3.1.

ARTICLE 39 – Comp Time

Section 39.1 – Any employee may take time off using his/her comp time, on a first-come, first-served basis, under the following conditions:

1. For comp time requests of twelve (12) hours or more:
 - A. After annual vacation picks are completed and
 - B. Provided that it does not, in combination with Annual and Holiday Leaves, exceed the daily number of employees off as established for the year in Section 14.5.1.
 - C. (c)Request for time off using comp time shall be done as outlined in the labor agreement Article 14, Section 14.6.

2. For comp time requests of less than twelve (12) hours:
 - A. If the coverage requires overtime by the District, the employee must be sure the shift is covered by overtime personnel prior to taking the time off. You must get coverage using existing personnel or overtime. Request for time off using comp time shall be done as outlined in the labor agreement Article 14, Section 14.6.

Section 39.2 – Comp Time may be cashed out up to two (2) times annually. Request forms for the first cash out shall be submitted to payroll by July 1st, to be paid on July 31st. Request forms for the second cash out shall be submitted to payroll by December 1st, to be paid on December 31st. The second cash out shall be in compliance with Article 17.8 (72 hours comp time bank on December 31st).

ARTICLE 40 – Longevity

Section 40.1 – An employee shall receive the following longevity pay increases based on time with the Department, and calculated on their base pay:

| <u>Years</u> | <u>%</u> |
|--------------|----------|
| 5 | 1 |
| 10 | 3 |
| 15 | 4 |
| 20 | 5 |
| 25 | 7 |

Section 40.2 – The District may, upon evaluation and approval by the Fire Chief, offer candidates for bargaining unit positions longevity pay credit for prior full-time career service with their former employer(s). For example, if a Firefighter/EMT candidate has served five (5) full years with another fire agency before becoming employed by the District, the District would be authorized to treat the candidate as having served up to five (5) years with the District solely for purposes of Section 21.1.3 (Position Openings), Article 23 (Salaries) & Article 40 (Longevity Credit) and for no other purpose. Accordingly, the candidate's prior service with another fire agency will not be considered for purposes of the District's post-employment medical benefit, seniority ranking.

ARTICLE 41 – Medical Retirement Reimbursement Plan (MERP)

Section 41.1 – The Union shall have the option during the life of this agreement to direct the Employer to make monthly pre-tax contributions from the base salaries for all classifications covered by the Agreement. The Employer and Union agree that the Employer shall withhold a mandatory contribution of one hundred and fifty dollars (\$150.00) per month and shall transmit such contributions to a trust fund designed by the Union to fund health insurance for eligible future retirees and dependents. Effective on the first day of the month following the date of ratification and not subject to the retroactive contributions.

ARTICLE 42 – State Mobilization

Section 42.1 – Employee compensation while participating in State Mobilization shall be in accordance with the current Washington State Fire Services Resource Mobilization Plan, unless specifically outlined in this agreement.

Section 42.2 Mandatory Back Fill – All mobilized positions shall be mandatorily backfilled as per the current Washington State Fire Services Resource Mobilization Plan funding schedule. In the event mobilized positions are unable to be backfilled, mobilized employees

shall return to duty after conclusion of the work period, and any necessary rest periods, so as to not deplete resources in the District.

Section 42.3 – It shall be the responsibility of the Union to fill State Mobilization positions, and fill all resulting overtime positions as per the current overtime procedure. All State Mobilization requests shall be filled on a voluntary basis.

Section 42.4 Annual Leave while on State Mobilization – Employees who have annual leave scheduled while on State Mobilization will be allowed to reschedule their annual leave as per Section 14.6, or will be allowed to submit those affected leave hours for sell back as per Section 14.9.

Section 42.5 Mobilization Swap-Out – The standard deployment of mobilized employees shall be a seven (7) day deployment, apart from unforeseen extenuating circumstances, or demobilization. Employees may remain beyond the initial deployment, but will be required to swap-out at fourteen (14) days of deployment if another qualified employee requests to fill the position. Employees shall be provided a District vehicle, and will be compensated for swap-out travel time.

Section 42.6 Demobilization While on Duty – Employees being demobilized during their regularly scheduled work hours may request a shift exchange for the duration of their scheduled work hours without standard shift exchange notification, or may use Comp time hours per Section 39.1 to cover the balance of the shift.

Section 42.7 State Mobilization Apparatus Position Requirements –

| | |
|--------------|--|
| Brush Truck: | Lt or Acting Lt or Engine Boss & D/O or Acting D/O & FF (FF is optional) |
| Tender: | Lt or Acting Lt or Engine Boss & D/O or Acting D/O |
| Type I: | Lt or Acting Lt or Engine Boss & D/O or Acting D/O & FF |
| Ladder: | Lt or Acting Lt & D/O or Acting D/O & FF |
| Aid Unit: | Two (2) EMT |
| Medic Unit: | One (1) Paramedic & one (1) EMT |

Strike Team Leader or higher: BC, Acting BC, or qualified Strike Team Leader (STL). By itself, rank within the District shall not be considered proper qualification for this position. (Employees certified below Acting BC, yet qualified as a Strike Team Leader, or higher,

will be compensated at their highest rate of pay when acting as a supervisor.)

Personnel: Personnel utilized to staff non-district resources shall be compensated at the pay rate they are qualified for, which is equivalent to the job functions being performed.

Section 42.8 Equipment – The District shall provide all equipment necessary to perform work functions and sustain the reasonable working conditions of its employees while on State Mobilization. Employees need only provide toiletries and bedding.

Section 42.9 – District resources shall first be staffed with District personnel. Any District personnel deployed must meet the minimum position requirements as established by District training standards and this document. In the event that District personnel do not voluntarily fill a State Mobilization request, the District may fill the State Mobilization positions with qualified personnel from other agencies.

Section 42.10 Review Period – Two (2) years following the signing of this agreement, the Labor/Management Committee shall review this program and assess its long-term financial sustainability. While reviewing profit vs. loss, it shall be noted that profit or loss can fluctuate greatly year to year due to unique one-time expenses, and that further review may be needed to assess the long-term pros and cons of participating in State Mobilization.

Snohomish Regional Fire & Rescue

Signed by:

Brian Park

03835D349D904B0...
Fire Chief Brian Park

DATE: 12/10/2025

IAFF Local 2781

Signed by:

C. Fisher

51F9E69042F34FE...
IAFF Union President Craig Fisher

DATE: 12/9/2025

EXHIBITS AND APPENDICES
IAFF Labor Agreement

EXHIBIT A

FULL-TIME FIREFIGHTER ATTENDING PARAMEDIC PROGRAM

This Exhibit provides additional terms and conditions for any employee who is attending a paramedic program as outlined in Section 21.2.16.2.

1. **Voluntary Participation.** Employee is participating in the training program on a purely voluntary basis; (ii) an Employee will be attending training outside of the employee's regular working hours; and (iii) an Employee is participating in this training program in order to become qualified for a new position; and Employee does not perform any productive work during participation in the training program and, as such, none of the training will be considered compensable work time under the Fair Labor Standards Act.
2. **Term of Paramedic Program.** The Paramedic Program commences on the first day of full-time attendance and ends when the Employee is released by the school, or he/she successfully completes the program.
3. **Financial Commitment.** To facilitate the Paramedic Program training, Employer agrees to make the following financial commitment ("Financial Commitment"):
 - a. Employer will pay tuition for the Employee to attend the Paramedic Program ("Tuition Expenses").
 - b. When an Employee is required to travel out of the District, the District will cover all costs of travel, housing, and meals as required by the District's applicable travel policy.
 - c. Beginning on the first day of full-time attendance of the Paramedic Program, Employees shall be paid the wage of Firefighter Paramedic 3 (115%) as defined by Article 23 salary chart.
 - d. The pay of Firefighter Paramedic 3 (115%) will be in lieu of receiving overtime for time spent completing the Paramedic Program. Examples of time spent completing the program include the following: studying, clinicals, attending class, and ride time.
 - e. Employees will remain covered under the District's health insurance policy during the Paramedic Program.
4. **Paramedic Procedure.** Sending employees to the Paramedic Program will inevitably come with new and unforeseen challenges. The District and the Union will work together to create a Paramedic Procedure to address these challenges. Examples of these challenges are hospitals used for clinicals and jurisdictions utilized for employees' ride time. Other items that are required to be addressed as part of employees attending the NMETC Paramedic Program will be agreed upon between the District and the Union and added to the Paramedic Procedure.

5. **Working During the Paramedic Program.** An Employee selected to attend the Paramedic Program shall continue to work their regularly scheduled shifts, including overtime during the didactic portion of the Paramedic Program. Once off of the Didactic portion of the Paramedic Program, the employee will be placed on either an eight (8) hour or ten (10) hour schedule as defined in Article 10. The District and the Union will meet and confer about which schedule is most appropriate.
6. **Employment Work Commitment.** During the five (5) year period, the paramedic's normal assignment shall be a station with a Medic Unit. Paramedics shall be required to serve a minimum of five (5) years, from the date of initial certification or hire (whichever is later), prior to being eligible for any tested promotion.
7. **Financial Commitment and Repayment Obligation.** The District would not make the foregoing Financial Commitment for an Employee but for the fact that such Employee hereby agrees to maintain their paramedic certification and to work as a firefighter paramedic for the District for five (5) years following completion of the Paramedic Program (the "Retention Period"). This work commitment will ameliorate the upfront costs paid by the Employer and will ensure greater workforce stability. Accordingly, the Parties agree that this work commitment is a material inducement for the Employer to make the Financial Commitment. If the Employee separates from employment with the District prior to the conclusion of the Retention Period as a Firefighter Paramedic, the Employee shall reimburse the District the Tuition Expenses incurred by the District. Reimbursement shall be calculated at a rate of 1.6% per month of uncompleted paramedic service time. No interest shall be applied to the amount being repaid.

7.1 If Employee is terminated as a result of reduction in force from employment with the District prior to five (5) years of service as a Firefighter Paramedic, or fails to successfully complete the Paramedic School due to injury or death or voluntarily withdraws from Paramedic School within the first six months, Employee will not be required to reimburse the District for the costs of their Tuition Expenses.

7.2 Reimbursement under this Agreement shall first be made from the Employee's final paycheck. If any additional balance is owed thereafter, the Employee shall have six (6) months to pay the remaining balance, at which time the District may take any and all legal action against the Employee to recover the remaining balance. The deduction from the Employee's final paycheck and the six (6)-month grace period is not a waiver of or limitation on the District's right to recover any remaining balance. By attending the Paramedic Program, Employee agrees that this CBA constitutes the Employee's agreement to the reimbursement provisions in this Section 7.2.

EXHIBIT B

| Pre-Approved General Education | |
|---|-------|
| Courses | Hours |
| ICS 300 | 25 |
| Fire Protection Codes/Inspections | 32 |
| Instructor I Certification | 32 |
| Instructor II Certification | 32 |
| SRFR Pump Academy | 40 |
| Truck Academy | 40 |
| Hazmat Tech | 40 |
| Rescue Tech | 40 |
| Water Rescue Tech | 40 |
| Fire/EMS Specific Course (Accredited College) | 60 |

| Pre-Approved Promotional Track Education | | | | | |
|--|-------|-------------------------------------|-------|--|-------|
| Officer Development | | Fire Prevention | | EMS | |
| Course | Hours | Course | Hours | Course | Hours |
| IFSAC Fire Officer I | 40 | Inspector I Certification* | 40 | EMS Evaluator | 12 |
| IFSAC Fire Officer II | 40 | Inspector 2 Certification* | 40 | Completing Paramedic Training and Certificate | 120 |
| Incident Safety Officer | 16 | Plans Examiner I Certification * | 32 | Designated Infection Control Officer | 16 |

*IFSAC or ProBoard or International Code Council (ICC)

APPENDIX A

Snohomish Regional Fire & Rescue

Annual Health Screening Protocol – PHS

| |
|---|
| Exam Components: |
| Health Risk Appraisal Questionnaire |
| Work and Medical History (Comprehensive) |
| 16" x 17" PA Chest X-Ray |
| X-Ray Comparative Reading (abnormal X-Rays) |
| Physical Exam: vitals, height, weight, BMI, examination with report of findings |
| Pulmonary Function-Vital Capacity Profile (Spirometry) |
| *PPD-Tuberculosis Screen |
| Audiometric Examination |
| Visual Acuity with Peripheral |
| Comprehensive Chemistry Panel: CBC with differential Complete metabolic panel (cholesterol) Lipid/Cardiac Risk- includes HDL/LDL Urinalysis |
| Cardiogram - resting |
| Chest X-Ray (Two View) - Recommended every three years |
| PSA - males over age 40 |
| Colo-Rectal Stool Screen |
| Firefighter Clearance - Respiratory/ Personal Protective Equipment |
| Firefighter Clearance - Fitness for Duty |
| Individual Employee Reports with cover letter in confidential envelope |
| Personal Wellness Profile Report with Wellness Guide (confidential) |

*Note: PPD-Tuberculosis Screen is conducted in-house by private contract (not PHS) but is included as part of the annual health screening.

APPENDIX B (1) – IAFF Labor Agreement

Professional Health Services, Inc * 83 South Eagle Road * Havertown, PA 19083* (610) 853-1330

Medical Clearance Statement

SNOHOMISH REGIONAL FIRE & RESCUE
SNOHOMISH, WA 98272

RESPIRATOR CLEARANCE

FITNESS FOR DUTY-FF

11/01/12

Please note: The above medical clearances are based upon screening protocols specific to the regulatory requirements of each particular clearance. These are not medical clearances for any other possible exposures and/or regulatory requirements. This medical testing and medical clearance is not a substitute for your private medical care.

APPENDIX B (2) – IAFF Labor Agreement



**MEDICAL RECOMMENDATIONS
FOR USE OF RESPIRATORY
PROTECTIVE EQUIPMENT**

Applicant/Employee: _____ Age: _____
 Position Title: _____
 Date of Evaluation: _____ Company: _____
 Contact: _____ Contact Telephone: _____
 Evaluation Content: Questionnaire Physical PFT X-Ray Other: _____

Based on the elements indicated above, I have evaluated the aforementioned person in accordance with the provisions of OSHA 29 CFR 1910.134, applicable to the use of respiratory protective equipment, and it is my opinion that he/she is: *(Check all that apply)*

Medically qualified for unrestricted use of the following respiratory protective devices:
CATEGORY I Self-Contained; Air-Supplied (Continuous Flow, Demand and Pressure Demand);
 Canister Mask; Chemical Cartridge and Mechanical Filter with and without Blower.

Medically qualified for restricted use of respiratory protective devices as indicated below:

CATEGORY II

| | |
|-----------------------------|---------------------|
| Self-Contained | 1-2 hours per day |
| Air-Supplied | |
| Continuous Flow | Unlimited |
| Demand | Up to 4 hours / day |
| Pressure Demand | Up to 4 hours / day |
| Canister Mask | 1-2 hours per day |
| Chemical Cartridge | 1-2 hours per day |
| Mechanical Filter | 1-2 hours per day |
| Mechanical Filter w/ Blower | Unlimited |

CATEGORY III

| | |
|-----------------------------|----------------|
| Self-Contained | Never |
| Air-Supplied | |
| Continuous Flow | Emergency only |
| Demand | Emergency only |
| Pressure Demand | Emergency only |
| Canister Mask | Never |
| Chemical Cartridge | Never |
| Mechanical Filter | Never |
| Mechanical Filter w/ Blower | Emergency only |

In need of the following additional evaluation to assess qualification: _____

In need of Medical Follow-Up Examinations as frequently as every: _____
to include: _____

COMMENTS:

Fitting Considerations: Facial hair Glasses/Contact lenses Dentures/Facial deformity

I hereby certify that in accordance with OSHA 29 CFR 1910.134, applicable to the use of respiratory protective equipment, I have informed the applicant/employee of the results of his/her evaluation and I have given him/her a copy of these recommendations.

Health Care Professional: Name: _____
 Signature: _____
 Date: _____

This form complies with OSHA requirements and with other similar state requirements for the use of respirators.

APPENDIX B (3) – IAFF Labor Agreement



Wellness-Fitness Clearance

| | | |
|---|---------------------------|------------------|
| Employee/Patient Name: | Sex: D Male D Female | Date of Birth: |
| Employer: Snohomish Regional Fire & Rescue | Employee/Patient Phone #: | |
| Examination Type: D HealthWorks History and Physical Examination D Review of Personal Physician's Report | | Evaluation Date: |

The employee/patient identified above was evaluated as part of the IAFF/IAFC Joint Labor Management Wellness-Fitness Initiative. As indicated above, this evaluation was based on either:

- 1) a complete history, physical examination, and laboratory testing performed by HealthWorks Occupational Medicine, **OR**
- 2) a review of the individual's personal physician's record of evaluations.

Physician's Name (Please Print): _____

Physician's Signature: _____ Date: _____

APPENDIX D (1) – IAFF Labor Agreement

Snohomish Regional Fire & Rescue

Return to Duty Release Approval Form

Employee/Member Name: _____ Personnel Number: _____

Section I: Medical Release

L & I Claim #: _____ Date of Injury: _____

Physician Name: _____ Date of Exam: _____

- May return to full duty to perform job tasks of a firefighter
- May not return to full duty to perform job tasks of a firefighter

Physician Signature: _____ Date: _____

Section II: Training Division Release

- Has Completed minimum required training commensurate with firefighter job tasks.
- Has completed required Continuing Medical Education according to the CBT/OTEP Plan.
- Has reviewed newly issued District procedures relative to training since onset of absence.
- Is released to return to duty under the Training Section provisions detailed on the backside of this form.
- Has met all requirements of the Training Div. and is released by the Training Div. to return to full duty.

Training Officer Signature: _____ Date: _____

Section III: Health and Safety Officer Release

- Has reviewed newly issued District procedures relative to health and safety administration
- Proper documentation for release to full duty has been provided to the department Health & Safety Officer.
- Is released to return to duty under the Health & Safety Section provisions detailed on the backside of this form.
- Has completed required Health & Safety related training since onset of absence.

Health & Safety Officer Signature: _____ Date: _____

APPENDIX D (2) – IAFF Labor Agreement

Section IV: Battalion Chief Release

- ___ Has met all requirements to return to full duty.
- ___ Documentation forwarded to Human Resources Director
- ___ Notification has been made to member's immediate supervisor advising of return-to-duty status.
- ___ The member has been reinstated on the District Staffing Program.

Battalion Chief Signature: _____ Date: _____

Physician Comments: _____

Training Division Comments (Completion Plan): _____

Health & Safety Officer Comments (Completion Plan): _____

Battalion Chief Comments: _____

Member's Signature _____

Date: _____

APPENDIX E – IAFF Labor Agreement

List of Approved Degrees for Additional Compensation

AA/ATA

- *EMS
- *Fire Administration
- *Fire Command
- *Fire Science
- *Fire Investigation
- *Fire Protection Technology
- *Fire Science
- *Paramedicine

BA/BS

- Business Administration Communications Computer Science Criminal Justice
- *Disaster Preparedness Education
 - *Emergency Management
 - *EMS Management Environmental Sciences
 - *Fire / Emergency Sciences
 - *Fire Engineering Health Science Human Resources Management
 - Management Information Systems
 - *Paramedicine Physical Science
 - *Public Administration Psychology
 - *Social Science Sociology Spanish

MASTERS

- Business Administration Fire / Emergency Services Public Administration Public Health
Public Service Leadership