

AMENDED AGREEMENT BY AND BETWEEN

North Whatcom Fire and Rescue

AND

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL 106-North Whatcom**

FOR 2023-2025



Contents

ARTICLE 1. SCOPE OF AGREEMENT 3

ARTICLE 2. NON-DISCRIMINATION 4

ARTICLE 3. MANAGEMENT RIGHTS 5

ARTICLE 4. DISCIPLINE 7

ARTICLE 5. GRIEVANCE PROCEDURE 12

ARTICLE 6. WORK STOPPAGE 15

ARTICLE 7. DEFINITION OF SENIORITY 16

ARTICLE 8. VACANCIES AND PROMOTIONS 17

ARTICLE 9. WORK SCHEDULE 21

ARTICLE 10. SHIFT BID PROCESS 23

ARTICLE 11. SHIFT EXCHANGE 24

ARTICLE 12. REDUCTION IN FORCE 26

ARTICLE 13. RETURN TO DUTY 27

ARTICLE 14. WORKING OUT OF CLASSIFICATION 28

ARTICLE 15. LIGHT DUTY 30

ARTICLE 16. COMPENSATORY TIME 31

ARTICLE 17. VACATION 32

ARTICLE 18. HOLIDAYS AND HOLIDAY PAY 35

ARTICLE 19. BEREAVEMENT LEAVE 37

ARTICLE 20. SICK LEAVE 38

ARTICLE 21. WAGES 41

APPENDIX A 42

ARTICLE 22. OVERTIME PAY 43

ARTICLE 23. CALLBACK TIME 45

ARTICLE 24. LONGEVITY INCENTIVE 46

ARTICLE 25. EDUCATIONAL INCENTIVE 47

ARTICLE 26. DEFERRED COMPENSATION MATCH 48

ARTICLE 27. OPT-OUT HEALTH CARE OPTION 49

ARTICLE 28. MEDICAL EXPENSE REIMBURSEMENT PLAN 50

ARTICLE 29. HEALTH AND WELFARE 52

ARTICLE 30. CONTAGIOUS DISEASE 55

ARTICLE 31. SUBSTANCE ABUSE 56

ARTICLE 33. PROBATIONARY PERIOD 63

ARTICLE 33. UNIFORMS AND SAFETY CLOTHING 64

North Whatcom Fire & Rescue and IAFF Local 106-North Whatcom	2023-2025 CBA
ARTICLE 34. JURY DUTY	66
ARTICLE 35. CONSOLIDATIONS	67
ARTICLE 36. SAFETY COMMITTEE	68
ARTICLE 37. UNION BUSINESS	69
ARTICLE 39. UNION MEMBERSHIP	70
ARTICLE 41. RETIREMENT	71
ARTICLE 42. SAVINGS CLAUSE.....	72
ARTICLE 43. PREVAILING RIGHTS	73
ARTICLE 44. TERMS OF AGREEMENT.....	74

ARTICLE 1. SCOPE OF AGREEMENT

1 Section 1.1 Union Recognition

2 For the term of this Agreement, the District recognizes the Union as the exclusive
3 collective bargaining agent with respect to wages, hours and conditions of employment
4 for all full-time uniformed employees of the District, excluding supervisors above the
5 rank of "Battalion Chief," confidential employees and non-uniformed employees, as certified by
6 Public Employment Relations Commission (PERC).

7 Section 1.2 Application

8 Whenever the word "employee" appears in this Agreement, it shall apply only to those
9 employees for whom the Union is recognized as the exclusive bargaining agent, pursuant
10 to Section 1.1 of this Agreement.

ARTICLE 2. NON-DISCRIMINATION

1 Section 2.1 Non-Discrimination

2 The District and the union shall not unlawfully discriminate against
3 any individual with respect to their hiring, compensation, terms or conditions of
4 employment because of such individual's race, color, religion, sex, national origin,
5 honorably discharged veteran status, marital/parental status, or the presence of any
6 physical, mental, or sensory handicap, creed, sexual orientation, or age, unless such is a
7 bona fide occupational qualification, or any other category protected by applicable
8 federal, state or local law. Nor shall they limit segregate, or classify employees
9 in any way to deprive any individual employee of his employment opportunities, except as
10 such may be a bona fide occupational qualification.

11 The District and Union agree there shall be no unlawful discrimination, interference,
12 restraint or coercion against any employee for their protected activity on behalf of, and/or
13 membership in the Union.

14 Any claim of unlawful discrimination must be processed by the individual employee
15 first through the contract grievance procedure and, if not resolved, the employee may
16 pursue such claim privately through the appropriate local, state or federal agency or
17 through the courts and such claim will not be an arbitral matter.

18 Employees believing they may have been discriminated against shall comply with
19 District policies concerning notification to the District.

ARTICLE 3. MANAGEMENT RIGHTS

1 Section 3.1 Management Rights

2 Any and all rights concerned with the management and operation of the District are
3 exclusively the prerogative of the District, unless otherwise specified by this Agreement.

4 Section 3.2 Management Functions

5 The District retains the sole right to manage the affairs of the District and to direct the
6 working forces. Such functions of management shall include, but are not limited to, the
7 rights, in accordance with the District's sole and exclusive judgment and discretion unless
8 otherwise specified by this contract:

- 9 A. To recruit, hire, promote, transfer, assign, retain employees and select and
10 modify testing criteria, content and procedures.
- 11 B. To lay off employees for lack of work, funds or other legitimate reasons.
- 12 C. To suspend, demote or discharge employees for just cause.
- 13 D. To discipline employees for reasonable cause.
- 14 E. To determine the number of personnel per shift and equipment staffing, including the
15 number of paid personnel.
- 16 F. To appoint employees to positions within the District.
- 17 G. To determine the number and location of District facilities.
- 18 H. To determine, modify and change duties to be performed by employees in the various
19 classifications and bargain any changes with the Union, that pertain to wages, hours
20 and working conditions.
- 21 I. To work with the Union and modify, implement, rules and regulations or policy and
22 procedures and bargain any changes necessary. For the operation of the Fire
District and the conduct of its employees.
- 23 J. To determine the minimum qualifications and hiring criteria, physical exam, mental,
24 and performance standards.
- 25 K. To determine levels of service to be offered to the public and discontinue work that is
26 wasteful and nonproductive.
- 27 L. To control the Fire District budget.
- 28 M. To take any action necessary in event of an emergency, i.e., natural disasters or
29 catastrophes.
- 30 N. To bargain working hours.
- 31 O. To introduce new and improved methods or equipment in order to improve the
32 efficiency and operation of the Fire District.

33 Section 3.3 Emergency Situations

34 In the event local, state or federal emergency conditions require immediate and unusual
35 mobilization of staff (e.g., man-made or natural disasters, civil disturbance, forest fires or
36 other similar emergencies), the District may take any and all actions as may be necessary
37 to carry out the mission of the District, which may include the suspension of any working
38 North Whatcom Fire & Rescue and IAFF Local 106NW 2020-22 CBA
39 conditions under this Agreement during the time of the declared emergency, provided
40 that base wage rates paid for normal work schedules and insurance benefits shall not be
41 suspended.

42 Section 3.4 Other Rights

43 The foregoing express enumeration of rights reserved to management shall not be
44 deemed to preclude management's exercise of other rights it held before the execution of
45 this Agreement which are not inconsistent with any express provision thereof. The
46 foregoing enumeration of rights reserved to management shall be without further
47 collective bargaining shall be permissive rather than mandatory subjects of collective
48 bargaining.

49 Section 3.5 Protection of Rights

50 The District's failure to exercise any right, prerogative, or function hereby reserved to it,
51 or the District's exercise of any such right, prerogative, or function in a particular way,
52 shall not be considered a waiver of the District's right to exercise such right, prerogative,
53 or function or preclude it from exercising the same in some other way not in conflict with
54 the express provisions of this Agreement.

ARTICLE 4. DISCIPLINE

1 Section 4.1 Discipline

2 The District and the Union agree that in correcting inappropriate behavior, the District
3 shall employ a progressive discipline system which, depending on the severity of any
4 inappropriate behavior, shall include verbal counseling and written warnings, written
5 reprimands, probation, demotions, suspensions and discharge. The District shall
6 evaluate the conduct of the employee and the circumstances of the incident to determine
7 what level of discipline is appropriate using the Table of Offenses Penalties.

8 The parties recognize that certain conduct may be of such a serious nature that to resort to a progressive
9 discipline approach is inappropriate.

10 Non-exhaustive examples of conduct falling in this category, depending on its severity,
11 may include, but shall not be limited to felony convictions, a serious and willful breach of
12 patient confidentiality; abusing patients; theft; intentionally damaging the property of
13 others; fighting; violation of the District's harassment or discrimination policies; fraud;
14 falsification of documents; insubordination; possession, use, or sale of alcohol or illegal
15 drugs while on District time or property, being under the influence of drugs or
16 alcohol in said circumstances, or abandonment of position. The District may therefore,
17 omit any of the steps and proceed directly to discharge when such serious incidents
18 occur. Principles of just cause apply to suspension without pay, demotion or
19 termination but not to other levels of discipline.

20 Section 4.2 Employee Notification

21 The District will attempt to notify an employee, by formal letter, of an investigation into
22 Potential misconduct, that may result in suspension, demotion, or termination, unless the District
23 determines that such notification violates a need
24 for confidentiality. The District shall allow an employee the opportunity to give ~~his/her~~ their
25 side of the issue before imposing discipline.

26 Section 4.3 Union Representation

27 The employee, upon ~~his/her~~ their request, shall have the right to have an ~~electe~~ or appointed
28 union representative present at any meeting held with the District to discuss any potential
29 disciplinary action.

30 Section 4.4 Copies of Allegations

31 Prior to imposition of discipline other than verbal counseling, and upon the employee's written
32 request, the employee shall be provided a copy of the alleged violation and all relevant
33 documents that the District has in its possession which are not covered by
34 the attorney-client privilege or attorney work product doctrine.

35 Section 4.5 Investigation

36 The District shall complete the investigation and handout any punishment within forty-five
37 (45) business days of starting the investigation. In the event of a criminal investigation the forty-five
38 (45) days does not begin until the end of said criminal proceedings. Should more time be needed, the
39 department shall have a meeting with the employee, union representative and/or lawyers
40 requesting more time and having a valid reason for an extension.

41 Section 4.6 Employee Inspection Rights

42 The employee shall have the right to inspect the full contents of his/her their personnel file
43 during normal business hours of the District. The employee must arrange with the District
44 Fire Chief or their designee an appropriate time to review their personnel file. The
45 Employee agrees that the District shall not permit the Employee to review their personnel
46 file unless a representative of the District is present during the entire inspection period.
47 The District agrees that an Employee's personnel file is confidential and limited to those employees
48 who need to know. The District shall not reveal the contents of that file to other Employees other than
49 elected or appointed union representatives, unless specific written instructions to do so are received
50 from the applicable Employee.

51 Upon the request of the employee, they shall be provided with a copy of documents
52 entered into their personnel file, which involves disciplinary action. The employee
53 may follow procedures outlined herein to challenge any document.

54 Section 4.7 Confidentiality

55 The District and the Union agree that strict confidentiality is required for all matters of
56 Discipline unless subject to the requirements of the Public Records Act and the Public Employment
57 labor Relations Act; provided, however, the confidentiality requirement shall not restrict the District
58 from investigating potential misconduct.

59 Section 4.8 Table of Offenses

OFFENSE	EXPLANATION	1st OFFENSE	2nd OFFENSE	3rd OFFENSE
1. Insubordination (non-emergency)	Minor - Delay or failure to carry out assigned work or instruction in a reasonable period of time Example: Failure to do an assigned task around the station	Oral reprimand	Written reprimand	Up to 24 hours suspension
	Major - Refusal to obey legitimate orders, disrespect or like behavior Example: Refusal to obey a direct order or verbal abuse toward an officer	Written reprimand or up to 24 hours suspension	48 hours suspension up to demotion	Discharge
2. Insubordination (emergency)	Minor - Delay or failure to carry out assigned work or instructions	Written reprimand up to 24 hours suspension	48 hours suspension up to demotion	Discharge
	Major - Refusal to obey legitimate orders, disrespect or like behavior Example: Failure to obey a direct order or verbally abusing an officer	Minimum 24 hours suspension up to demotion	Minimum 48 hours suspension up to discharge	Discharge
3. False statements (misrepresentation, deceit, concealment)	Minor - When there is evidence of misunderstanding and member has not attained personal gain and department relations are not adversely affected	Oral reprimand	Written reprimand up to 24 hours suspension	Minimum 24 hours suspension up to demotion
	Major - Deliberate misrepresentation, fraud, falsification, or concealment. Example: Filing false payroll forms to gain unearned pay	24 hours suspension up to discharge	Minimum 48 hours suspension up to discharge	Discharge
4. Possession of intoxicants or illegal drugs (on fire department property)	When evidence reveals that a person is keeping intoxicants or illegal drugs on self or in a fire station while on duty	Written reprimand to discharge	Written reprimand to discharge	Discharge
5. Use of intoxicants or illegal drugs (in violation of the District's policy)	When evidence reveals that a person is under the influence of illegal drugs on fire department property or while on duty	Written reprimand to discharge	Written reprimand to discharge	Discharge
6. Disorderly conduct	Minor - Rude, boisterous play which adversely affects work, discipline, or morale; use of disrespectful, abusive, or offensive language, quarreling or inciting to quarrel. Discourteous treatment of the public or an employee	Oral reprimand up to 24 hours suspension	Written reprimand to discharge	Discharge
	Major - Fighting, threatening, or inflicting bodily harm to another, physical resistance to authority, any violent act or language which adversely affects morale, productivity, or discipline, indecent or immoral conduct	Written reprimand to discharge	Discharge	
7. Illegal gambling	Promotion of, or participation in, illegal gambling while on duty	Written reprimand to 24 hours suspension	48 hours suspension up to demotion	Discharge

8. Failure to honor valid debts or legal obligations	Consider whether extenuating circumstances developed after the employee incurred the obligation, the employee's previous record or whether it adversely affects the reputation of the employee or reflects unfavorably on the department	Written reprimand	Written reprimand	Written reprimand to discharge
9. Theft	Actual or attempted taking and carrying away of fire department property or the property of others	Written reprimand to discharge	48 hours suspension to discharge	Discharge
10. Loss of, damage to, unauthorized use of, destruction of department property, records, or information	Minor - When loss or damage is of small value and willfulness or intent is not involved	Oral reprimand to written reprimand	Written reprimand to 24 hours suspension	Written reprimand to discharge
	Major - When willfulness or intent is involved	Written reprimand to discharge	Written reprimand to discharge	Discharge
11. Misconduct	Overt actions constituting breaches of legal or ethical behavior which adversely affect the reputation of the employee or reflects unfavorably on the department	Written reprimand to discharge	Written reprimand to discharge	Discharge
12. Failure to meet standards in appearance, dress, or personal habits	Personal cleanliness, poor appearance, disagreeable habits, habitually soiled or poorly maintained clothing, equipment, or facilities	Oral reprimand up to written reprimand	Written reprimand to suspension	Suspension to discharge
13. Violation of safety practices and regulations. Failure to use provided safety equipment.	Minor - Failure to observe safety practices and regulations and/or endangering property, including vehicle operation	Written reprimand	Written reprimand to 24 hours suspension	24 hours suspension up to discharge
	Major - When failure to follow safety practices and regulations endangers or causes injury to persons or damage to vehicle	Written reprimand to suspension	48 hours suspension to discharge	Discharge
14. Failure to carry out assignment or meet contractual obligations	Minor - Deliberate delay or failure to carry out assigned work or instruction in a reasonable period of time	Written reprimand to 48 hours suspension	Written reprimand to 48 hours suspension	Written reprimand to discharge
	Major - Refusal to obey legitimate orders, disrespect, insolence. Failure to meet contractual obligations such as J.A.T.C. requirements, E.M.T., shift trades	Written reprimand to 72 hours suspension	Suspension to discharge	Discharge
15. False, malicious, irresponsible statements against management, officials, supervisors, or other employees	Making false, malicious, unfounded, or highly irresponsible statements or unauthorized disclosures against other employees, supervisors, or officials with the intent to destroy or damage the reputation, authority, or official standing of those concerned	Written reprimand to discharge	Suspension to discharge	Discharge
16. Unauthorized absence	Unauthorized absence, leaving the job without proper coverage. Employees shall be considered late to work if at the beginning of the work period they are absent and no prior contact has been made with the employee and no plan for coverage has been arranged	Oral reprimand to suspension	Written reprimand to discharge	Suspension to discharge
17. Harassment	Refer to SOG 2002 (Anti-Discrimination and Harassment Free Workplace)	Written reprimand to discharge	Written reprimand to discharge	Written reprimand to discharge

18. Failure to meet conditions of employment	Being convicted of a felony	Discharge		
	Failing to maintain required Washington driver's license, including any proper endorsement	Warning to written reprimand	Suspension	Discharge
	Losing driver's license under DUI laws	Suspension	Discharge	
	Failing to maintain EMT certification for required personnel	Oral reprimand	Written reprimand	Suspension to discharge
19. Performance deficiencies	Failing to carry out emergency duties	Written reprimand to suspension	Demotion	Discharge
	Shirking or avoiding assigned non-emergency duties	Oral reprimand to written reprimand	Written reprimand to Suspension	Suspension to Discharge
	Being negligent in the operation or maintenance of a Department vehicle	Oral reprimand to written reprimand	Suspension	Demotion to discharge
	Failing to exercise good judgment or to take proper action	Written reprimand	Suspension	Demotion to discharge
	Failing to secure or to protect Department property or equipment from damage or loss	Oral reprimand to written reprimand	Suspension	Demotion to discharge
	Causing damage to Department property or equipment	Oral reprimand to written reprimand	Suspension	Demotion to discharge
	Failing to report damage or loss of Department property or equipment in a timely manner	Oral reprimand to written reprimand	Suspension	Demotion
20. Threatening or violent behavior	Making statements that convey imminent danger or harm towards another employee	Written reprimand to suspension	Suspension to discharge	Discharge
	Physically attacking another employee	Suspension to discharge	Suspension to discharge	Discharge
	Assaulting an employee with a weapon	Suspension to discharge	Discharge	Discharge
	Bringing a firearm onto Department premises without authorization	Suspension to discharge	Discharge	Discharge

ARTICLE 5. GRIEVANCE PROCEDURE

1 Section 5.1 Definition of a Grievance

2 A grievance shall be defined as a timely written complaint by the grieving party, on the District
3 grievance form, concerning the interpretation or application of specific provisions of this agreement.

4 Section 5.2 Grievance Process

5 Whenever possible, any potential issue that may lead to a grievance shall be settled on an
6 informal basis with the immediate supervisor. All grievances must be initiated under the
7 grievance procedure within twenty (20) business days of the alleged violation or at the time the
8 employee or Union, became aware of, or should have become aware of said alleged violation.
9 Failure to file a grievance within a twenty (20) business day period constitutes a waiver of the
10 Grievance.

11 Step 1

12 The grieving party shall first present the grievance in writing to the union, setting forth
13 relevant facts, including the alleged violation, the section of the Agreement alleged to have been
14 violated. If the Union determines that the grievance has merit it will be presented to the District
15 Fire Chief no later than ten (10) business days following the union's receipt of the grievance.
16 The District Fire Chief shall review the grievance and render a written decision to the Union
17 within ten (10) business days from the date of receipt.

19 Step 2

20 If the grievance is not resolved at Step 1, the Union shall submit the grievance to the Board of
21 Fire Commissioners in writing within ten (10) business days of receipt of the District Fire Chief 's
22 decision. The Board of Fire Commissioners shall have discretion to determine what testimony or
23 additional evidence, if any, beyond the written grievance and the Chief's decision is necessary to
24 resolve the grievance, and to schedule a presentation of such testimony or additional evidence. The
25 Board of Fire Commissioners shall submit their written decision within thirty (30) calendar days
26 from receipt of the grievance. The Board of Fire Commissioners reserves the right to waive this
27 step.

28 Step 3

29 If the grievance is not resolved by the Board of Fire Commissioners decision, the parties agree to
30 submit the grievance to mediation by the Public Employment Relations Commission (PERC).
31 The Union must make such appeal within fourteen (14) business days of the Board of Fire
32 Commissioners written decision.

33 Step 4

34 If the grievance is not resolved in mediation, the Union may notify the District of its decision to
35 submit the grievance to arbitration. The Union shall give written notice to

36 the District of its intent to submit a grievance to arbitration within ten (10) business
37 days of the mediation meeting. Within ten (10) business days of the Union's request
38 to arbitrate, a representative of the Union and of the District shall meet and attempt to
39 agree on a neutral arbitrator. If unable to reach agreement, they may request a list of
40 seven (7) arbitrators from Judicial Arbitration Mediation Service (JAMS) and/or the
41 Washington Arbitration and Mediation Service (WAMS) and/or Federal Mediation
42 Conciliation Service (FMCS). Upon receipt of the list, the two representatives shall
43 meet within ten (10) business days to alternatively strike names until one name
44 remains. This person shall serve as the sole arbitrator.

45 Step 5

46 An arbitrator shall render a decision within thirty (30) calendar days of the close of
47 the hearing; which decision shall be final and binding on both parties.

48 Section 5.3 Arbitrator Authority

50 The arbitrator shall have no authority to add to, subtract from, or otherwise change or
51 modify the provisions of this agreement, but shall be authorized only to interpret existing
52 provisions of this Agreement as they may apply to the specific facts of the issue in
53 dispute.

54 Section 5.4 Arbitration Costs

55 Each party shall bear one-half (1/2) of the fee for the arbitrator and any other expense
56 jointly incurred as part of the arbitration hearing. All other expenses shall be borne by
57 the party incurring them, and neither party shall be responsible for the expense of
58 witnesses called by the other party. Each party is wholly responsible for, and shall bear
59 the entire expense of, its own attorney(s), expert witnesses, fact witnesses, and other
60 representatives, regardless of the outcome of the arbitration award or who is determined
61 to be the prevailing party.

62 Section 5.5 Time Limitations

63 Time limits within this grievance procedure are of the essence of this Agreement and may
64 be waived or extended only by mutual written agreement of both parties. Failure of the
65 grieving party to respond within the established time limits shall result in the grievance
66 being resolved based on the District's last response. If the District fails to respond within

67 the time limits, the grievance shall automatically proceed to the next step of the grievance
68 procedure.

69 Section 5.6 Sole Remedy

70 This grievance procedure is to be the sole and exclusive remedy for alleged violations of
71 this Agreement by the Union, the District, its Board of Fire Commissioners, officers,
72 employees, and/or agent.

ARTICLE 6. WORK STOPPAGE

1 Section 6.1 Work Stoppage

2 The District and the Union agree that the public interest requires the efficient and
3 uninterrupted performance of all services, and to this end, pledge their best efforts to
4 avoid or eliminate any conduct contrary to this objective.

5 The Union shall not cause or condone, and employees shall not engage in any work
6 stoppage, strike, slowdown, picketing, sympathy strike, walkout, absenteeism or other
7 interference with the operations of the District. Should the same occur, the Union agrees
8 to immediately take appropriate steps to end such interference.

9 Employees who engage in any of the foregoing actions may be subject to immediate
10 disciplinary action, including discharge, and the Union may be subject to action in
11 accordance with RCW 41.56.

12 Section 6.2 Job Performance

13 Should any job action occur while performing duties on behalf of the District, employees
14 shall be required to cross an established picket line to perform emergency or non-
15 emergency activities.

ARTICLE 7. DEFINITION OF SENIORITY

1 Section 7.1 Calculating Seniority

2 Seniority shall be determined by continuous service with the District in a position
3 covered by this agreement from date of hire. Resignation, discharge, leave of absence, or
4 retirement shall constitute a break of continuous service.

5 Section 7.2 Breaks in Service

6 During any period where an employee is on a leave-of-absence without pay,
7 or on layoff status, seniority shall not accrue, except where such accrual is required by
8 law. Upon returning to work after any such layoff or leave, the employee shall be
9 granted credit for years of service previously accrued in the rank to which they return
10 except as required by law.

11 In the event of a vacancy an employee previously covered under this agreement is
12 promoted into a non-union position, it will be considered a break in continuous service.
13 In the event the employee returns to a vacant position covered under this agreement, the
14 employee shall be granted the level of seniority previously accrued prior to leaving the
15 Union.

16 In the event a temporary or provisional employee is hired to fill a vacancy
17 covered by this agreement they will not be granted seniority. In the event such a
18 temporary or provisional employee is moved to full time permanent status their seniority
19 start date shall begin on the date that they are moved to full time permanent status.

20 Section 7.3 Ranking

21 Employees with the same hire date shall be assigned to the seniority list in order of their
22 ranking in the hiring process.

23 Section 7.4 Seniority List

24 The District shall provide the Union, annually, a seniority list as recognized by the
25 District. Such list shall be submitted to the Union by October 1 of each calendar year.
26 The Union shall review the submitted list, recommend any changes as necessary, and
27 then confirm the list for the calendar year. The Union shall provide confirmation to the
28 District by October 15 of each calendar year.

ARTICLE 8. VACANCIES AND PROMOTIONS

1 Section 8.1 Vacancy Posting

2 The District shall notify the Union in writing whenever a regular Union officer rank
3 vacancy occurs. Such notice shall be required to remain posted for a minimum
4 of thirty (30) calendar days prior to the position being filled, unless the business needs
5 of the District will not permit the full notification period, or the Union and the District
6 mutually agree to waive the minimum posting period.

7 Section 8.2 Filling of Vacancies by Promotion

8 Employees, who desire to apply for the vacant position, shall submit a letter of interest
9 and resume to the District Fire Chief or their designee no later than 1700 hours
10 on the closing date posted on the notification. No late applications will be allowed. The
11 District shall use the evaluation process identified herein for determining the most
12 qualified employee for the vacancy. The most qualified employee as determined by this
13 evaluation process shall fill the vacancy. Should two or more employees have the same
14 qualification score, the vacancy shall be filled in order of seniority as defined in Article 7
15 of this agreement. The District will require a one-year probation on the filling of any
16 vacancy or working out of classification that is a temporary or permanent change in the
17 employee's job description.

18 The exception would be any employee that is changing a job description, not as a result
19 of a disciplinary action that would be a reduction in rank.

20 Section 8.3 Eligibility

21 An employee may participate in a promotional evaluation process provided the
22 employee meets all of the qualifications and prerequisites as defined on the job
23 announcement prior to the time of application.

24 For promotion to the position of Battalion Chief, the applicant must have four (4) years as a
25 Commissioned Officer. For promotion to Acting Battalion Chief, the applicant must have two (2) years as
26 a Commissioned Officer.

27 Section 8.4 Company Officer Promotional Evaluation Process

28 The evaluation process will consist of three components: a written exam, an assessment

29 lab and a Chiefs interview. The written exam shall count for 25% of the candidates' total
30 score. The assessment center shall count for 75% of the candidate's total score. The top
31 three candidates shall move on to the Chief's interview. The final decision on promotion
32 among the top three candidates shall be at the sole discretion of the Fire Chief.

33 (A Chief Officer must be present on the Chief's interview panel.)

34 The assessment lab will consist of multiple dimensions, which may include but is not
35 limited to:

- 36 • Strategy and tactics exercise(s) / simulations(s)
- 37 • Oral resume and oral interview panel
- 38 • Conflict resolution
- 39 • In-basket written exercise(s)
- 40 • Problem-solving scenarios
- 41 • Assigned project and presentation(s)

42 Candidates must score a minimum of 75% on each individual dimension of the
43 assessment lab to be eligible for promotion.

44 At a minimum the strategy and tactics dimension shall include at least one member of
45 the bargaining unit with the rank of Captain.

46 A single written test for the position of company officer (Captain) will allow members to fill either the
47 Training Captain or company officer role. If a current company officer wants to become the Training
48 Captain, they must pass a peer instructional assessment and chief's interview.

49 If a firefighter wants to apply for promotion to Training Captain, they must go through the company
50 officer's assessment center, peer instructional assessment, and chief's interview.

51 Section 8.5 Battalion Chief Promotional Process

52 Any candidate that has passed the full assessment for Captain/Training Captain in the past must do the
53 following to be considered for promotion:

- Project/Presentation Assessment

- Chief's Interview

54 Any candidate who wishes to be promoted to Battalion Chief or act as a Battalion Chief who has not
55 completed the full assessment for Captain/Training Captain in the past must complete the full
56 assessment center/project/chief's interview.

- 57 The above requirements are a one-time, non-precedented setting for the 2024 test.
- 58 The evaluation process will consist of two (2) components: an assessment lab and a Chief's Interview.
- 59 The assessment lab will count for 75% of the candidate's total score. The Chief's Interview will count for 25% of the candidate's total score. The final decision among the top candidates shall be at the sole discretion of the Fire Chief.
- 60 A Chief Officer must be present on the Chief's interview panel.
- 61 The assessment lab will consist of multiple dimensions, which may include but are not limited to:
- Strategies and Tactics
 - Oral Resume and/or Oral Interview Panel
 - Conflict Resolution
 - Assigned Project and Presentation
- 62 Candidates must score a minimum of 75% on each individual dimension of the assessment lab to be eligible for promotion. At a minimum, the Strategy and Tactics dimension shall include one member of the bargaining unit with the rank of Battalion Chief. (initial assessment lab in 2024 will have to use outside agency Battalion Chiefs.)
- 63 Section 8.6 Posting and Duration of Promotional List
- 64 The eligibility list shall be submitted to the Union with order of ranking within
- 65 twenty (20) working days of completion of the testing process and shall remain in
- 66 effect for twenty-four (24) months. After the list has expired or there are no candidates
- 67 remaining on the list, the list shall be expired.
- 68 Section 8.7 Promotional Lists
- 69 The fire District shall schedule and conduct promotional processes when officer openings
- 70 occur, or when expected openings (retirements, new positions, etc.) are expected.
- 71 Once a member has passed all the requirements to be an acting officer, they shall remain in
- 72 that position until they ask to step down via formal letter or demoted due to discipline. To
- 73 remain on the promotional list, said individuals have to retest every opportunity that a
- 74 promotional list is being made.

75 Only members on the promotional list shall be considered for promotions and will have
76 first opportunity to act. After they are used on said shift, open shifts shall be offered to any
77 member on the acting list on their assigned shift. Any long-term, more than six (6) shifts in a
78 row, outside of vacation use, acting assignment will only be offered to members on the
promotional list, unless there are none available, at which point it will be offered to an ctor.

79 Section 8.8 Job Descriptions

80 The Union shall be provided with a copy of the “job description” when a job position is
81 posted for any LEOFF 2 eligible opening within the District.

82 Section 8.9 Study Material

83 Copies of all study material used for the Company Officer written exam shall be made available for
checkout from the District’s library no later than 90 days before the written examination.

84 Study Material for the Battalion Chief’s project and/or presentation shall be released via District email
eleven (11) days prior to the assessment lab. A hard copy of the directions for the project and/or
presentation shall be available at the District Office at Station 72.

85 Section 8.10 Time Commitment

86 Any employee accepting a position the position of Deputy Fire Marshall or Training Captain
87 shall be required to commit to staying in that position for a minimum period of three years before
88 becoming eligible for other positions within the department. To promote upward with the District, they
89 shall be required to have only held the position for 1.5 years. This class pertains to all union positions
90 outside the firefighter, lieutenant captain, and Battalion Chief title.

ARTICLE 9. WORK SCHEDULE

1 Section 9.1 Schedule of Work Days

2 The District has the right to schedule work days, hours of work and shift assignments,
3 and as such shall assign personnel to a work schedule consistent with the needs of the
4 District and the provisions of this agreement.

5 Section 9.2 Work Schedule Change Notice

6 The District shall provide the affected employee at least seventy-two (72) hours' notice of
7 a change in his/her regular work schedule, by telephone, text messages, e-mails,
8 whenever possible.

9 Section 9.3 Day Shift Employees

10 Day shift employees are those employees assigned to work any alternate schedule aside from the
twenty-four hour (24) hour shift schedule.

11 Day shift employees shall be scheduled to work forty (40) hours within a seven (7) day
12 work period. For the purpose of defining work period limitations under the 207(k)
13 exemption of the Fair Labor Standards Act, the work period limitations for Day shift
14 employees shall be a maximum of forty hours in seven (7) consecutive days.

15 Section 9.4 24-Hour Shift Employees

16 24-hour shift employees are those employees assigned to work 24-hour shifts. For the
17 purpose of defining the work period limitations under the 207(k) exemption of the Fair
18 Labor Standards Act, the work period limitations for 24-hour shift employees shall be a
19 maximum of two hundred-twelve (212) hours in twenty-eight (28) consecutive days.

20 Section 9.5 Work Schedules 24-Hour Shift Employees

21 24-hour shift employees shall work a four-platoon schedule identified as A, B, C and D
22 shifts. Platoon shifts shall be 24 consecutive hours. In determining the number of shifts
23 worked, the schedule shall prevail. The start and end of shift time for 24-hour shift
24 employees is 0800 thru 0800 the next calendar day on a rotation determined in 11.5.
25 In addition to A, B, C and D shifts, the District may assign a "floater" shift, which shall
26 also be a twenty-four (24) hour shift. Employees assigned to the floater shift will have
27 their schedule assigned by the District after the final vacation schedule has been approved
28 by the District Fire Chief. Any schedule change to the floater shift shall not impact the
29 vacation selections made by the employees assigned to the floater shift.

30 Section 9.6 Debit Days

31 24-hour shift employees work 13 work periods of twenty-eight (28) consecutive days
32 each in a year. The District shall assign each 24-hour shift employee with one debit day
33 per work period. This debit day shall consist of one 24-hour shift and shall be assigned
34 by the District after vacation selections have been made by the Union.

35 Section 9.7 Work Schedule Computations

36 Work schedule computations are complex and create fractions of shifts and
37 inconsistencies with respect to hours worked and the amount of time off earned by each
38 employee; therefore, fractions of shifts are rounded to the nearest 24 hour shift in
39 determining the work schedule which most clearly approximates the defined 28 day work
40 period. The beginning sequence of the annual work schedule will vary according to an
41 Individual's assignment at the beginning of each year.

42 Section 9.8 Continuous Duty Limitations

43 Employees shall not be allowed to be on continuous shift duty in excess of forty-eight
44 (48) hours without permission of the Fire Chief or their designee. Even if approved by
45 the Fire Chief or their designee, employees may only work in excess of 48 continuous
46 hours voluntarily and not on mandatory status. Employees shall have a minimum 8-hour
47 off-shift period prior to returning to shift duty, except as otherwise approved by the Fire
48 Chief or his/her designee.

49 Section 9.9 Work Schedule Adjustment

50 The District and the employees mutually agree that unique work schedules may be
51 required for certain represented positions within this agreement. If the need arises for
52 such a unique work schedule other than the work schedules identified in Sections 11.3
53 and 11.4 above, adjustments in work schedules may be made by mutual consent of both
54 parties to this agreement and shall be addressed in a Memorandum of Understanding.
55 However, such adjustments shall not exceed the work hour limitations as defined in
56 Section 12.3 of this article.

ARTICLE 10. SHIFT BID PROCESS

1 Section 10.1 Shift Bidding

2 At times throughout the year, vacancies may be created by retirement, resignation, promotion or
3 be filled by a demotion. This occurrence is defined as a shift vacancy. Shift vacancies shall be
4 permanently filled on the first day of the first and seventh FLSA cycle each year. Each A shift vacancy will shift
 bid process as follows:

5 10.1.2 On September 1 and March 1 of each year, the District will post all shift vacancies. All shift
 bids must be received by 1700 on the last business day in September and March. Interested
6 members shall submit a letter of interest to the Fire Chief or their designee prior to the
7 deadline. Shift bidding will be open for thirty (30) days, to any full-time employee meeting
8 the appropriate requirements who has fulfilled probation; members on the same shift are
9 eligible. Notification of awarded shift bids will be sent out by October 15 and April 15. Fully
10 commissioned officers may only apply for officer positions.

11 10.1.3 The Fire Chief, or their designee, will then fill the vacancy, taking into account the
12 following: (i) seniority, (ii) the member's status as an acting officer and//or (iii) the needs
13 of the District.

14 10.1.4 If the operational needs of the District dictate, the Fire Chief or their designee may assign
15 a member temporarily to a shift. Such assignment shall be accomplished by formal letter
16 issued to the member more than the 72 hours' notice described in Section 11.2. Such
17 temporary assignment letter shall indicate the ending date for the temporary assignment;
18 provided, however, that this may be extended by the District if notice is given to the
19 affected member at least prior to the termination of the temporary assignment. The
20 member will be afforded the opportunity to permanently be reassigned (thereby vacating
21 their previous position). If the member elects not to be permanently assigned, the member
 will be returned to their prior position at the conclusion of the temporary assignment. All
22 vacation days requested by the employee during the temporary reassignment shall be granted
23 by the employer and Section 17.3.6 shall not apply to such member during such
24 temporary assignment, and not beyond the next calendar year.

25 10.1.5 In the event an acting officer has moved shifts to fill a temporary assignment, as
26 supervisor, they will not be able to remain in said assignment, but will return to their last
27 held position at the expiration of their temporary assignment. This is not to supersede
28 Section 32.2.

29 10.1.6 If two ranking members wish to swap shifts, and it is mutually agreed upon, they may
30 apply to do so to the Fire Chief.

ARTICLE 11. SHIFT EXCHANGE

1 Section 11.1 Definition

2 Employees may exchange full or partial shifts with other employees subject to the following
3 conditions:

4 11.1.1 Shift Exchanges are considered Binding Personal Contracts between the
5 employees.

6 11.1.2 Shift exchanges shall be voluntary.

7 11.1.3 Shift exchanges shall not interfere with District Operations

8 11.1.4 Shift exchanges shall not result in any additional costs to the District.

9 11.1.5 Shift exchanges shall be conducted in accordance with District Policies and
10 Procedures.

11 Employees who are on probation may trade no more than three (3) (5) exchanges for their
12 probationary year.

13 11.1.6 Shift exchanges resulting in an employee being off from work in an excess of
14 thirty (30) consecutive days including vacation days must be pre-approved by the
15 Fire Chief or their designee.

16 11.1.7 Shift exchanges for a defined disability leave that may result in more than ten (10)
17 consecutive shifts off must be pre-approved by the Fire Chief or their designee. 19

20 11.1.8 Shift exchanges can only occur between like work classifications. As an example
21 firefighters can only exchange shifts with firefighters and officer with officers.
22 Acting Officers can trade with commissioned officers of the rank to which they are
qualified to act.

24 Section 11.2

25 All Shift Exchanges shall be submitted in accordance with the provisions described herein unless
26 otherwise authorized by the Fire Chief or their designee.

27 11.2.1 All shift exchanges are to be submitted for approval a minimum of forty-eight (48) hours
28 prior to the requested date of the shift exchange. This is to allow time to review the impacts
29 to training and/or operations resulting of such a
30 trade. The forty-eight hour notice requirement may be waived by the Fire Chief or their
designee in the case of severe circumstance.

31 11.2.2 All shift exchange requests must be pre-approved by the Fire Chief or their designee.

32 Section 11.3 Duty Related Injury

33 Employees injured in the performance of duty while working an exchange of time shall
34 be covered by L& I.

35 Section 11.4 Use of Sick Leave on Exchange

36 Any employee using sick time during an exchange shift shall be charged the amount of
37 sick time used from their accrued sick leave.

38 Any sick leave used during shift exchange resulting in overtime shall be
39 charged at the rate of one and one half times sick leave used from their accrued sick
40 leave.

41 Section 11.5 Employee responsibility

42 If an employee fails to report for duty on an exchange of time, that employee shall be
43 subject to discipline in accordance with the employer's discipline policy, Policy
44 0400.0405.01.

ARTICLE 12. REDUCTION IN FORCE

1 Section 12.1 Reduction in Force

2 In the event a work force reduction is required, employees with the least seniority shall be
3 laid off first, or reduced in rank first. Should the reduction in force necessitate any
4 reduction in rank for remaining personnel, the person(s) with the least seniority in the
5 higher rank shall be reduced first. Reduction in rank shall be based on time in grade (classification).

6 Section 12.2 Reinstatement and Address Notification

7 Upon the reduction in rank due to reduction in force, shift officers demoted will be first
8 eligible to return to previously held position within sixty (60) months. The sixty month
9 limitation will not apply in the event of non-renewal of the WCFD#4 service contract. The
10 officer with most time in grade will be promoted first.
11 Upon lay-off, the employee shall be placed on a reinstatement list for a period of thirty- six (36) months.
12 Employees on lay-off status shall keep the District notified of address, telephone number and email fo
13 the duration of the thirty-six (36) months.

ARTICLE 13. RETURN TO DUTY

1 Section 13.1 Return to duty from Layoff

2 In the event of a call to return to duty, the last employee laid off shall be the first
3 employee recalled. New employees shall not be hired until all laid off employees have
4 been given an opportunity to return to duty. If an offer to return to duty is refused by a
5 laid off member, the District reserves the right to hire a new employee in their place. This
6 obligation shall remain in effect for a period of thirty-six (36) months from the time a lay
7 off has occurred. Should the District be unable to notify an employee for return to duty
8 at the email address on file with the District within ten (10) days after notification is sent
9 via e-mail that employee shall be considered to be terminated from employment with the
10 District.

11 13.1.1 The District Fire Chief shall require that all employees returning to duty from layoff
12 successfully pass a medical physical, background check, and drug screen prior to being
13 reinstated to full time employment. In addition, the District Fire Chief shall review each
14 returning employee's driving record to ensure compliance with fire District policy and
15 insurance requirements. If layoff exceeds a period of one (1) year, the District shall
16 require a current CPAT card.

17 13.1.2 The cost of the medical physical, drug screen and CPAT shall be paid by the District.

18 Employees returning from layoff who fail the return to work medical physical,
19 background check, or drug screen, or who have incurred a driving offense that precludes
20 compliance with the District's policies and insurance requirements, may not qualify for
21 full time employment and therefore shall be considered terminated.

22 Section 13.2 Return from Non Duty Illness or Injury Leave

- 26 1. Prior to returning from a non-work-related illness or injury (that lasts
27 longer than 20 consecutive calendar days), the District Fire Chief may require a
28 certification of fitness for duty from the employee's physician, and/or the District's
29 occupational physician ("return to duty certification").
- 30 2. The District Fire Chief may accept the proper "Return to Work" documentation as defined by Fire
31 District Policy, and certified by the employee's attending physician.
- 32 3. Physical examination by the District's physician shall be limited to the employee's fitness
33 for duty.
- 34 4. In the event the physicians' opinions differ, the physician appointed by the District shall
35 document the basis for the difference in opinion and, if applicable, recommend a plan for the
36 employee's return to work. The District may refer the employee to a mutually agreed upon neutral
37 occupational medicine physician, or specialist, for a third opinion.
- 38 5. In the event of a continuing dispute, the issue may be submitted to mediation, then arbitration.

ARTICLE 14. WORKING OUT OF CLASSIFICATION

1 Section 14.1 Definition

2 The District and Union recognize that there is mutual benefit to employees working out
3 of classification. Therefore, the District may assign an employee to temporarily work at a
4 classification above or below his/her regular classification.

5 Section 14.2 Vacancies

6 The District shall endeavor to fill any regular vacancies to reduce the need for employees
7 to work out-of-class for a prolonged period of time. Any vacancy exceeding 120 days
8 will be filled in accordance with Article 8 "Vacancies and Promotions" of this agreement.

9 Section 14.3 Qualifications

10 Employees who have met the qualifications to work in a higher classification shall be
11 eligible for assignment to that higher classification. Employees who have successfully
12 passed a promotional examination for a commissioned officer rank shall be
13 deemed qualified to work as an acting commissioned officer, even if the promotional list the employee
was
14 on is expired.

15 After a new promotional list is established, the member who may have not tested will
16 retain the rank of acting officer, but will fall below the current members on the list. They
17 will act only in the event no one above them is able to perform the duties as actor. These
18 members shall not be eligible for promotion.

19 In addition, the District and Union agree to meet to develop an "Acting Officer Certification Process"
to certify qualified firefighters to serve as acting officers, even if they have not taken a promotional exam.

20 Section 14.4 Lower Classification Compensation

21 Employees working at any classification below their regular classification shall be
22 compensated at their regular rate of pay for all such hours worked.

23 Section 14.5 Higher Classification Compensation

24 Employees working in a higher classification shall be compensated at the acting officer
25 pay level for all hours worked in the higher classification when such hours exceed a total
26 of four (4) hours, rounded up to the nearest quarter hour.

ARTICLE 15. LIGHT DUTY

1 Section 15.1

2 When an Employee is unable to perform regular duties due to job related injury or illness,
3 and the Employee is receiving the Employer supplement as outlined in RCW 41.04.520,
4 the Employee may be required to perform light duty tasks within the Fire Department,
5 subject to the approval of the treating physician.

6 Section 15.2

7 When an Employee is unable to perform regular duties due to non-job-related injury or
8 illness and appropriate alternative work, as defined by the Fire Chief, is available, the
9 Employee may request assignment to light duty tasks within the Fire Department.
10 Limited duty assignments shall be subject to availability of work and will be contingent
11 upon the employee's physical condition and the attending physician's
12 recommendations.

13 Section 15.3

14 The Chief will set the light duty schedule. The limit of time an Employee may be
15 assigned to light duty due to injuries covered in this Article shall be determined by
16 applicable statutes or at the discretion of the Fire Chief, whichever is longer.

17 Section 15.4

18 An employee on Department approved light duty shall be allowed to use compensatory time and must
19 be taken in increments of no less than 2 hours blocks or more.

ARTICLE 16. COMPENSATORY TIME

1 Section 16.1 Compensatory Time

2 In lieu of overtime pay, an employee may choose to collect compensatory time at one and
3 a half times accrual per hour worked. This shall be capped at seventy two (72) hours
4 accrued. On December 31 of each year, the employee will be bought down to zero (0)
5 hours, being paid out at their straight time of pay.

6 Compensatory time shall be used in twenty four (24) hour blocks.

7 Compensatory time must be requested for no less than forty eight (48) hours prior to it
8 being used and must be approved by the Fire Chief or their designee.

9 All parties understand that compensatory time off can be granted only when staffing levels
10 allow. However, approved compensatory time off shall not be rescinded due to staffing
11 changes (sick leave, etc.) arising after approval.

12 Only two (2) shift officers shall be permitted to schedule compensatory time or vacation leave Per
13 Scheduled shift. No more than three (3) personnel may be off on compensatory time or vacation per
14 scheduled shift.

15 Vacation moves cannot negate previously scheduled compensatory time.

16 Section 16.2 Light Duty and Day Shift Employees Compensatory Time

17 Employees working Day Time shift work or on District approved Light Duty may use
18 Compensatory Time. Compensatory Time for employees on Day Time shift work or District
19 approved Light Duty may be use in blocks of 2 hours minimum or higher.
20 Compensatory time for Day Time employees and employees on District approved Light Duty
21 must be approved by the and their or her designee.

ARTICLE 17. VACATION

1 Section 17.1 Rate of Accrual

- 2 All employees covered under this agreement shall receive annual vacation
- 3 in accordance with the vacation time as follows:

4

Months of Service	24 Hour Employees Shifts Annually	Hrs. per Mo	Day Shift Employees Shifts Annually	Hrs. per Mo
0-36	8	16	10	7.5
37-60	9	18	12	9
61-120	11	22	16	12
121-180	12	24	18	13.5
181-240	13	26	21	15.75
241-300	15	30	24	18
301 Plus	17	34	27	20.25

5 Section 17.2 Annual Vacation Schedule

6 17.2.1 The District shall publish the annual work schedule for the following year no later than
 7 October 15 of each calendar year.

8 17.2.2 Vacations selection shall be made in order of seniority using a process that
 9 shall be managed by the Union and completed and returned to administration by November
 10 15. The vacation selection
 11 process managed by the Union shall not interfere with normal daily operations. No
 12 employee may schedule vacations such that the employee is off from work in excess of
 thirty (30) consecutive days, unless pre-approved by the District Fire Chief.

13 17.2.3 The vacation/debit day schedule shall be published as part of the regular shift work
 14 schedule and shall be posted by December 15 of each year. Individuals assigned to the
 15 floater shift shall make their vacation selections prior to the posting of the regular work
 16 schedule.

17 17.3 Debit Day Scheduling

18 Debit days shall be selected by each member after vacation days have been selected. This process is
to be managed by the Union.

19 17.3 Vacation Scheduling

21 The annual vacation schedule shall be subject to, and approved by the Fire Chief. Vacation leave shall
22 be granted in the order of seniority with the most senior employee being allowed to select vacation
23 leave first.

24 17.3.1 Day shift employees must use accrued vacation hours in full day blocks. Twenty four
25 hour shift employees must use accrued vacation hours in minimum twenty-four (24) hour
26 blocks.

27 17.3.2 Accrued vacation shall be available for use in the calendar year following the year that it
28 was earned. For first year employees, days used the following year shall be determined by
29 date of hire and December and calculated upon accrual rate.

31 17.3.3 All employees shall schedule all eligible vacation hours to be used within the
32 calendar year. If days are not used, they are forfeited. If an employee wishes to
33 not use up to five (5) days or 120 hours, they may be carried over at the end of
34 the year with the approval by the Fire Chief or their designee. The amount of held over
35 vacation hours will not exceed 120 hours per employee annually. The employee will then
36 be able to use these additional vacation hours in that following year. If those held over
37 hours are not used, they shall be paid out at the employee's base rate of pay (straight
38 time) at the end of the fiscal year in which the carry over occurred.

39 17.3.4 Any vacation accrual totaling less than twenty-four (24) hours shall be paid out at the
40 employee's regular rate of pay at the end of the year it would be available to use.

41 17.3.5 No twenty four hour shift employee shall schedule a vacation day on: July 4th, Thanksgiving,
42 Christmas Eve or Christmas Day.

17.3.6 Only two (2) Captains officers shall be permitted to schedule vacation leave per scheduled
43 shift. No more than three (3) personnel may be off on vacation per scheduled shift. Only one
(1) Battalion Chief shall be permitted to use vacation per day. (Battalion Chiefs do not count
towards the three (3) personnel on vacation per day limitation. Vacation applied to debit
reduction shall not
44 count against the maximum vacation days per scheduled shift.

45 17.3.7 Once vacations have been established, the Fire Chief or their designee and the requesting
46 employee must mutually agree upon changes. If vacation days need to be moved because of a
department forced or department requested shift move, then the member does not have to
follow 17.36. If the move is the result of disciplinary action, then all personnel restrictions
shall be followed.

47 17.3.8 In the event of separation of employment or any reason, an employee shall be
48 compensated for accrued vacation hours, which have not been used at their regular rate of
49 pay at separation.

50 17.3.9 Vacation days may be exchanged for debit days. The number of debit days exchange cannot
51 exceed the total number of annual accrued vacation days. Employees who desire
52 to exchange debit days for vacation days shall indicate the number of exchanged days on
their annual vacation bid request.

53 17.4.0 An employee's vacation bank shall be no higher than the amount of hours they are
54 allotted to accrue the previous year plus 120 hours. An employee hired prior to January 1,
55 2017 may choose to not use vacation days and place unused hours in his or her vacation
56 bank until they reach their max hours. (ex. A 13 year employee January 1st shall be a max
57 of 408 hours in their vacation bank)

ARTICLE 18. HOLIDAYS AND HOLIDAY PAY

1 Section 18.1 Holidays

2 The following are recognized as legal holidays:

- | | |
|---------------------------------|--|
| 3 New Year's Day | January 1 |
| 4 Martin Luther King, Jr.'s Day | Third Monday in January |
| 5 President's Day | Third Monday in February |
| 6 Memorial Day | Last Monday in May |
| 7 Juneteenth | June 19 |
| 8 Independence Day | July 4 th |
| 9 Labor Day | First Monday in September |
| 10 Veterans' Day | November 11 |
| 11 Thanksgiving Day | Fourth Thursday in November |
| 12 Day after Thanksgiving | Friday after Thanksgiving |
| 13 Christmas Day | December 25 |
| 14 Personal Holiday | Personal Choice
(Available after completion of
first year) |

15 Section 18.2 Weekend Holidays

16 In the event a holiday falls on a Saturday or Sunday, the Friday preceding or the Monday
17 following shall be designated as the holiday.

18 Section 18.3 Day Shift Employees

19 Day shift employees who are not required to work shall receive the holiday off with
20 pay. If the holiday falls on the day-shift employee's regular day off, the employee shall
21 take the day preceding or the day following his/her regular day off. In the event a nine-
22 hour shift employee is required to work on a holiday, the employee shall be paid one and
23 one-half (1 1/2) times the normal rate of pay.

24 Section 18.4 24-Hour Shift Employees

25 Holiday time is accounted for in vacation time accruals for 24-hour shift employees and

26 is therefore not applicable to 24-hour shift employees.

27 If the 24-hour shift employee works on July 4th (Independence Day, Thanksgiving Day, December 25

28 (Christmas), they shall be compensated at their overtime rate of pay for the entire 24-hour shift.

ARTICLE 19. BEREAVEMENT LEAVE

1 Section 19.1 Time Off

2 In the event of a death of an immediate family member, the Day Shift employee
3 shall be granted up to five (5) shifts off. 24-hour shift employees shall be granted up to
4 two (2) shifts off.

5 Section 19.2 Immediate Family

6 The immediate family of an employee shall be defined for this purpose as the employee's
7 spouse, child, stepchild, brother, sister, parent, grandparent, spouse's parent and spouse's
8 grandparent or domestic partner.

9 Section 19.3 Additional Time

10 In the event more time is needed the employee, with pre-approval, may use any further
11 accumulated sick time.

ARTICLE 20. SICK LEAVE

1 Section 20.1 Sick Leave

2 All employees covered under this agreement shall receive sick leave in accordance
3 with the sick time accrual as follows:

4

Employee	Annual Accrual (Hours)
24 Hour	192
Day Shift	192

5 Section 20.2 Day Shift Accrual

6 Day shift employees shall accrue sick leave at the following rate for any
7 month where the minimum paid hours for a month have been met:
8 Sick leave earned per month: 16 Hours

9 Section 20.3 24-Hour Accrual

10 24-hour shift employees shall accrue sick leave at the following rate for any
11 month where the minimum paid hours for a month have been met: Sick leave
12 earned per month: 16 Hours

13 New employees shall receive an initial sick leave bank credit of ninety-six (96) hours, equal to six (6)
14 months sick leave accrual. These sick leave hours are a loan charged against the sick leave accrued in
15 accordance with the conditions of accrual as specified in the sick leave article in this agreement.
16 Starting in the 7th month of employment, sick leave will accrue at 16 hours per month. If an employee
17 terminates or is terminated before unearned sick leave hours are replaced, the unearned sick leave that
18 has been used will be deducted from the final paycheck.

19 Section 20.4 Granting of Sick Leave

20 Sick leave shall be granted for the following reasons:

21 20.4.1 Non industrial personal illness or physical incapacity, which renders the employee unable
22 to perform the duties of his/her position.

23 20.4.2 Enforced quarantines in accordance with health regulations.

24 20.4.3 Care for an immediate family member suffering from an illness or incapacity The
25 immediate family of an employee shall be defined for this purpose as the employee's
26 spouse, child, stepchild, brother, sister, grandparent, spouse's parent and spouse's
27 grandparent or domestic partner.

28

29 Section 20.5 Workers Compensation

30 In the event an employee is absent due to illness or injury for which the employee is receiving
31 payment from Worker's Compensation, the difference between the employee's regular wages
32 and the amount received from the State shall be paid as provided in RCW 41.04.500 et seq.

23 Section 20.6 Other Leaves

24 When L.E.O.F.F. II employees have used their maximum earned sick leave
25 entitlement, they may use earned vacation, or compensatory time, to supplement their
26 sick leave.

27 Section 20.7 Transfer of Sick Leave

28 Upon mutual agreement between the affected employees and management,
29 accumulated sick leave may be transferred from one employee to another. Any
30 employee with more than 200 hours of accumulated sick leave may transfer their
31 excess hours to another employee in accordance with Section 20.3, on the following
32 conditions:

33 20.7.1 The recipient of the sick leave must first exhaust all of his or her own available sick
34 leave. If member is anticipated to exhaust sick leave due to injury, illness, or any other
35 approved reason, the recipient may receive donated sick leave from other employees.

36 20.7.2 If there is more than one employee who wishes to donate sick leave, it shall be the
37 responsibility of the donating employees to decide among themselves who will donate
38 what amount. Such amounts shall be given in writing to the Fire Chief.

39 20.7.3 No employee shall be compelled or pressured under any circumstance
40 to make a transfer of sick leave. Transfers shall be solely voluntary.

44 20.7.4 The receiving employee shall not be obligated to repay the donated sick leave at a future
45 date.

46 Section 20.8 Physician's Report

47 The District may require Nine-hour shift employees to furnish an attending
48 physician's report to the District after the use of more than five (5) consecutive days of
49 sick time stating ability to return to work.

50 The District may require 24-hour shift employees to furnish an attending

51 physician's report to the District after the use of two (2) or more consecutive
52 shifts of sick time stating ability to return to work.

53 Section 20.9 Sick Leave Payout

54 Any sick leave balance over 1440 hours at the end of the calendar year will be paid
55 out at 50% of the employee's regular rate of pay each December 31st. Payout funds
56 will be on the following month's paystub.

57 Sick leave will continue to accrue without limit. Any sick leave taken or paid out will
58 be deducted from the employee's balance.

59 Upon separation in good standing, after 10 years of employment and for non disciplinary reasons, sick
60 leave balances shall be paid at 50% of wages as per Appendix A.

61 Payment of Accrued Unused Sick Leave in the Event of Death of the Employee

62 Payment for fifty percent (50%) of accrued unused sick leave in the event of the death
63 of an employee shall be made to the personal representative of the estate of the
64 deceased employee, if one exists. If no probate proceeding is conducted, payment
65 shall be made in accordance with the laws of the State of Washington.

ARTICLE 21. WAGES

1 Section 21.1 Wage Increases

- 2 The wage rate for each bargaining unit employee shall be as set forth in Appendix A.
- 3 The wage listed in this Labor Agreement are the guaranteed minimum rates of pay for each
- 4 classification.

Year	Increase	Explanation
1/1/23	5.5%	*CPI-U June (Seattle-Tacoma-Bellevue) 2.3%
1/1/24	5%	*CPI-U June (Seattle-Tacoma-Bellevue)
1/1/25	5%	*CPI-U June (Seattle-Tacoma-Bellevue)

5 *Reference to the CPI is for information purposes and shall not be considered binding on either party for future negotiations.

6 Section 21.2 New Positions

- 7 Should the District establish a new bargaining unit position, the wage rate for such
- 8 position shall be negotiated with the union

APPENDIX A

2024 Updated Wage Scale			7/1/24
Title	Differential	Base Per Month	Annual
Battalion Chief	125%	10,863.43	130,361.12
Legacy Shift Captain	117%	10,168.18	122,018.00
Shift Captain	112%	9,33.63	116,803.56
Firefighter Paramedic	115%	9,994.35	119,932.22
Journeyman Firefighter	100%	8,690.74	104,288.89
3rd Year Firefighter	93%	8,082.38	96,988.66
2nd Year Firefighter	88%	7,647.85	91,774.22
1st Year Firefighter	83%	7,213.31	86,559.77
Entry Level Firefighter	79%	6,865.68	82,388.22

- 1 2025 WAGE SCALE 5%
- 2 Note on Firefighter Paramedic pay: Pay increase on the first month following certification as a paramedic.
- 3 1.5% Additional Premium Base Pay
- 4 SCBA technician – (up to 2 certified members assigned by the District)
- 5 Medical Inventory – (1 member assigned by the District)
- 6 Uniform Quartermaster – (1 member assigned by the District)
- 7 North Bend Company Officer: Shall be entitled to a 7.5% wage premium while fulfilling the role of
- 8 Company Officer at North Bend State Academy with recruits.

ARTICLE 22. OVERTIME PAY

1 Section 22.1 Overtime Definition

2 All unscheduled hours worked over the total number of scheduled hours within a work
3 period shall be identified as “Overtime Hours” and shall be paid at
4 the appropriate overtime rate.

5 Section 22.2 Payment for Overtime

6 Overtime shall be computed at the standard FLSA rate of time and one-half the normal
7 pay rate as identified in Appendix “A” of this agreement. Such payment shall be rounded
8 up to the next highest quarter hour.

9 Section 22.3 Overtime Cancellation

10 If an employee has agreed to work overtime and the Employer cancels the overtime with
11 less than twenty-four (24) hour notice, the employee shall have the option to work two
12 (2) hours and be paid the two (2) hour minimum at the overtime rate.

13 Section 22.4 Overtime Calculation 24 Hour Shift Employees

14 Overtime Rate will be calculated as follows: Employees assigned to 24 hour
15 shifts are scheduled to work a total of eight (8) shifts or one hundred ninety two
16 (192) hours per twenty eight (28) day work period. There are thirteen (13) work periods
17 in a year which is then multiplied by 192 hours of scheduled work which means a
18 firefighter will typically work 2,496 hours per year.

19 Therefore the formula for calculating the overtime rate will be: 2,496 hours divided by 12
20 months which equals 208 hours per calendar month. Then using the monthly salary
21 of the firefighter as found in Appendix A of this contract divided by 208 hours will
22 give you the hourly rate of pay multiplied by 1.5 will give you the Overtime Rate.

23 Section 22.5 Overtime Calculations for Regularly Assigned Day Shift Employees

24 For the purpose of calculating overtime for employees working a day shift, the work cycle will consist
of forty (40) hours per seven (7) day work period. The normal hourly pay for day shift employees shall be
calculated based on 2080 annual hours (40 hours x 52 weeks = 2080).

25 Day shift personnel may work shift overtime but will still be compensated at the above “day shift”
calculation.

26 Section 22.6 Overtime Procedures

27 Overtime for shift vacancy, emergency callback and special events / and / or training shall be filled as

28 defined in the NWFR "Overtime Procedure".

ARTICLE 23. CALLBACK TIME

2 Section 23.1 Definition

3 Emergency call back time shall commence when the employee has reported to
4 their duty assignment during off-duty hours, and terminates when the employee is relieved
5 from the emergency or after two (2) hours, whichever is greater.

6 Section 23.2 Reporting for Duty

7 Employees covered by this contract shall not be subject to residency requirements, but
8 must be able to report to their assigned duty station within forty-five (45)
9 minutes of notification to be considered for emergency call back assignments.
10 Employees are not compensated for commuting time.

11 Section 23.3 Address Notification

12 All employees are responsible for seeing that their current address is on file with the
13 District and for promptly informing the District of any changes in address. This
14 requirement applies even when changes in address are temporary.

15 Section 23.4 Telephone Requirement

16 All employees who wish to be considered for emergency call back time must have a
17 telephone so they may be contacted in emergency situations. Employees are responsible
18 for seeing that the telephone number is on file with the District, and for promptly
19 informing the District of any change in telephone number.

20 Section 23.5 Release from Duty

21 Employees called back to work may be released from duty by the senior officer on duty
22 after less than 2 hours of work if such service is not needed, or if it is judged to be for the
23 benefit of the District. Any employee who leaves call back duty without being released
24 by the senior officer at the scene shall be deemed to have waived the provision for a
25 minimum of 2 hours overtime pay, and shall be subject to disciplinary action for an
26 absence without leave.

27 Section 23.6 Call Back Procedure

28 Both parties of this contract agree to call back personnel for overtime in accordance with
29 the established procedure as agreed upon by the Labor/Management Committee.

ARTICLE 24. LONGEVITY INCENTIVE

1 Section 24.1

2 The employer shall provide longevity incentive pay as noted below:

3 After completion of 5 years of service: 1% of base pay

4 After completion of 10 years of service: 2% of base pay

5 After completion of 15 years of service: 4% of base pay

6 After completion of 20 years of service: 6% of base pay

ARTICLE 25. EDUCATIONAL INCENTIVE

1. Section 25.1

2. Employees who have completed and Associate Degree shall be eligible for an educational
3. premium of one point five percent (1.5%) of the monthly base salary.
4. Employees who have completed a Bachelor's Degree (BA or BS) shall be eligible for an
5. education premium of three percent (3%) of the monthly base salary.
6. "Diploma mill" programs offering degree based on "life experience" are not eligible.
7. Only degrees from accredited educational institutions are recognized as part of this
8. program.
9. The educational premium shall be added to the monthly base salary beginning on the first
10. of the month following presentation and approval of documentation showing that the
11. employee has earned their degree. Adjustments are limited to the highest single degree
12. earned.

ARTICLE 26. DEFERRED COMPENSATION MATCH

1 Section 26.1

2 The District will contribute 2% percent per month of the employee's base pay to the employee's deferred
3 compensation plan (Washington State DCP).

4 The District will match an additional 1% of an employee's base pay after the employee's additional
5 contribution of a minimum of 1% of their base pay.

ARTICLE 27. OPT-OUT HEALTH CARE OPTION

1 Section 27.1 Medical Insurance Opt Out

- 2 Employees that choose to be insured under a medical plan as a dependent (i.e. insured via
3 a family member's medical insurance plan), upon providing proof of said insurance
4 coverage annually, during open enrollment, can elect to receive an \$850.00 per month.
5 District paid contribution into a Voluntary Employee Benefit Association (VEBA)
6 account.

ARTICLE 28. MEDICAL EXPENSE REIMBURSEMENT PLAN

1 Section 28.1 MERP

2 The Union shall have the option during the life of this agreement to direct the
3 District to make monthly pre-tax contributions from the base salaries for the classifications
4 covered by the Agreement, at which time the District shall commence an ongoing monthly
5 contribution to the WSCFF Employee Benefit Trust to fund health insurance for eligible
6 retirees and dependents. The contribution to the retiree health insurance shall be deducted
7 from the employee’s paycheck on a pre-tax basis at the rate approved by the Local per month. Any
8 change to the above contribution will be no more frequently than once per calendar year.
9 These contributions shall be included as salary for the purpose of calculating retirement
10 benefits, to the extent authorized by the Department of Retirement Systems (DRS) for
11 LEOFF eligible Employees M.E.R.P .

12 Section 28.2 Audits

13 The District will cooperate with the Trust in allowing a payroll audit to
14 ascertain if the proper amount of contributions have been made.

15 Section 28.3 Mandatory Participation:

16 All current and future employees covered by this agreement must fully and irrevocably
17 participate in the M.E.R.P .

18 Section 28.4 Defense, Indemnification and Hold Harmless:

19 The Union agrees to defend, indemnify and hold the District harmless against any
20 and all actions, claims, proceedings, suits and orders and judgements (“Claims”)
21 brought or issued against the District or its agents arising out of any action or
22 inaction by the Union to enforce the obligations to make contributions as set forth
23 above. This defense, indemnification and hold harmless provision applies to all
24 such Claims brought by, without limitation, any individual, business, organization,
25 governmental unit, or other entity.

26 Section 28.5 Right to Terminate:

27 The District has the right to terminate this agreement upon 30 days written notice
28 in the event the IRS issues a ruling or guidance contrary to the agreement reflected
29 above or if this agreement results in “Cadillac Tax” Liability for the District under

30 the Affordable Care Act (ACA). In the event this agreement is terminated due to
31 ACA tax liability, the District and the Union agree to immediately negotiate a
32 substitute for the MERP benefit that does not create such liability. There shall be
33 no right to terminate or revoke the provisions of this agreement when such
34 termination or revocation would conflict with the favorable tax treatment of the
35 contributions and conversions set forth above.

36 Section 28.6 Compliance with IRS Rules and Regulations:

37 This Agreement shall be administered in strict accordance with IRS rules and regulations.

ARTICLE 29. HEALTH AND WELFARE

1 Section 29.1 Medical, Prescription Drugs, Vision and Dental

2 Throughout the term of this Agreement, the District agrees to provide health,
3 prescription drug, dental, and vision care benefits (“Health Care Benefits”) to all eligible
4 employees, spouses or registered domestic partner, and their eligible dependents in
5 accordance with the provision identified in the insurance contract as defined by the
6 insurance provider, subject to the below described eligibility rules. For purposes of this
7 Article 22, the term “insurance” shall refer to the medical/dental insurance plan provided
8 through LEOFF Health and Welfare Trust, Plan F. The applicable Plan documents shall
9 control the level of Health Care Benefits available and the conditions under which said
10 benefits should be paid. At no time during this contract shall the District initiate a
11 reduction or increase in Health Care Benefits, without first bargaining with the Union
12 prior to implementation. Except as otherwise agreed, the District shall pay any premium
13 increases during the term of this Agreement.

14 Effective upon the date of signing, the Employer shall continue to pay the full premium up
15 to a maximum increase of 10% per contract year, as may be necessary to purchase medical
16 insurance for each full-time employee, and his/her eligible dependents under the District’s
17 Medical Plan. Thereafter, the District and Union health care committee will meet
18 periodically to discuss recommended benefit plan design changes to the Medical plan in an
19 attempt to keep premium increases at or below 10%. In the event premiums increase
20 more than 10% in any plan year, the District and Union will share the cost of the increase
21 over 10% equally; provided, however, the employee’s share shall not exceed an amount
22 equal to 15% of the dependent health care premiums for the year. The District will provide
23 all available information regarding renewal rates by October 31 each year.

24 The parties recognize that changes in plans and coverage outside control of the parties are
25 also likely. In the event such changes in the current Health Care Benefits are mandated,
26 the change will be adopted by the parties without further bargaining.

27 Except as otherwise provided by this Agreement, upon mutual agreement and
28 recommendation of the healthcare committee, the District and Union will bargain
29 recommended changes to the healthcare plan.

30 Section 29.2 Eligibility Rules for Insurance

31 New employees shall become eligible for Health Care Benefits immediately upon their
32 date of hire.

33 The District agrees to provide Health Care Benefits on behalf of an otherwise eligible
34 employee for each month following a month in which the employee is compensated for at
35 least eighty (80) hours, subject to the limitations noted.

36 An otherwise eligible employee who receives compensation, but does not work, at least
37 eighty (80) hours a month for six (6) consecutive months shall be deemed ineligible for
38 Health Care Benefits as identified in this Article. Such employees shall re-acquire
39 eligibility status in the first month following a month in which such employee works for at
40 least eighty (80) hours.

41 Section 29.3 Scope of District Responsibility

42 Section 29.3.1 Health Care Benefits Provided by Third Party Insurer. When the District provides
43 Health Care Benefits via an insurance carrier, the District's responsibility under
44 this Article 22 is limited to the payment of necessary premiums to purchase the
45 insurance described in Section 22.1. It has no liability for the failure or refusal of
46 the insurance carrier to honor an employee's claim or to pay benefits and no such
47 action on the part of the insurance carrier shall be attributable to the District or
48 constitute a breach of this Agreement by the District. Under no circumstances
49 shall the District be responsible for paying any benefits under this Article. No
50 dispute arising under or relating to this Article 23 shall be subject to the
51 grievance procedure set forth in Article 5 of this Agreement, except an allegation
52 that the District has failed to pay the premiums required to purchase the
53 insurance coverage.

54 Section 29.3.2 Dependent Health Care Benefit Premiums. Except as otherwise provided in this
55 Article, the employee shall be responsible for twelve percent (12%) of dependent
56 health care premiums.

57 Section 29.4 Change in Insurance Carrier.

58 The District shall have the option during the term of this Agreement to change insurance
59 carriers, with the same benefit levels in coverage. This option may be instituted at the sole
60 option of the District without further bargaining with the Union.

61 Section 29.5 Use of Tobacco Products

62 Employees shall be non-users of tobacco products.

63 Section 29.6 Short and Long-Term Disability

64 The District agrees to contribute to the employees' long term disability insurance

65 premiums an amount equal to no more than sixteen dollars (\$16.00) per month per

66 employee.

ARTICLE 30. CONTAGIOUS DISEASE

1 Section 30.1 Responsibility

2 The District shall provide the employee with appropriate means to protect him/herself
3 against infection from communicable diseases, in accordance with Federal and State
4 statute and District policies. Employees shall be required to use appropriate protective
5 measures in accordance with District policy.

6 Section 30.2 Vaccinations and Testing

7 The District shall offer to immunize all employees with Hepatitis-B vaccine and provide
8 Tuberculosis screening to each employee as per CDC guidelines. The District shall also
9 provide yearly flu shots for all employees that desire one, and all other vaccines required by the
10 Washington State Department of Health.

ARTICLE 31. SUBSTANCE ABUSE

1 Section 31.1 Introduction

2 The parties recognize that alcoholism and substance abuse are diseases that are treatable. The District
 3 shall provide first-time offenders of this policy the same consideration as any other illness, with the
 4 initial emphasis on test results leading to rehabilitation not termination of the employee.
 5 The District has the right and obligation to maintain a safe, healthy, and efficient workplace for all of its
 6 employees, and to protect the organization's property, information, equipment, operations and
 7 reputation. The District has established this drug- free workplace program to meet this commitment.
 8 Compliance with this Drug and Alcohol Article, including any amendments, is a term and condition of
 9 employment with the District.

10 Section 31.2 Alcohol Related Conduct

11 31.2. Employees shall not report to work or perform any work related functions within eight
 12 (8) hours of consuming any alcohol or any product containing alcohol (e.g. an alcoholic
 13 beverage, cold medicine, etc.).

14 31.2.2 Employees shall not possess, consume, or be under the influence of alcohol at any time
 15 during the hours between the beginning and end of the employee's workday and/or while
 16 on District business, or in District vehicles on District premises or at offsite District
 17 activities (example: public relations, public education, or training events).

18 31.2.3 Any employee required to take a post-accident test shall not consume alcohol within
 19 eight hours of being involved in an accident or until the post-accident alcohol test is
 20 completed, whichever occurs first.

21 Section 31.3 Controlled Substances and Illegal Drugs

22 Employees shall not have in their body, blood or urine any detectable amount of an illegal
 23 drug at any time while employed by the District. This includes all drugs that are illegal
 24 under either Federal or State laws.

25

26 31.3.1 Tampering & False Information. Employees shall not tamper with or intentionally use
 27 any means to hide or attempt to hide drug or alcohol use. Among other things, tampering
 28 includes watering-down a specimen, putting any substance into a specimen, substituting
 29 anyone else's specimen for the person's own, or possessing products used to obstruct
 30 urine or breath analysis.

31 31.3.2.1 Evidence of specimen tapering or dilution may result in disciplinary action, up to
 32 and including termination. Specimens showing signs of possible dilution may
 33 result in additional testing.

34 31.3.2.2 Employees are prohibited from providing false information when completing
35 paperwork or responding to required questions from a drug or alcohol test.

36 31.3.3 Drug Paraphernalia

37 Employees shall not use, sell, purchase, manufacture, possess, receive, or give
38 away any drug-related paraphernalia while on District business, in a District
39 vehicle, or representing the District.

40 Section 31.4 Duties and Responsibilities

41 31.4.1 Duty to Report Lawful Use of Controlled Substance. The District will permit the
42 use of prescription medication, including controlled substances that are lawfully
43 obtained and properly used only in certain situations.

44 31.4.1.1 The District permits employees to use controlled substances only with a written
45 prescription from a licensed medical practitioner, when such use does not violate
46 any state, federal or other laws, and when the use will not impair the employee's
47 performance of his or her job duties.

48 31.4.1.2 Employees shall report to the District the use of any prescription medication
49 containing warning labels that state, in any manner, that the medication may
50 impair one's ability to operate machinery, vehicles, or equipment or
51 doing one's job in a safe manner, or cause drowsiness, including when an employee
52 is taking labeled medication which affects the employee's ability to perform on duty.

53 31.4.1.3 An employee should not reveal the reasons for taking lawfully prescribed
54 medication or he underlying medical condition unless the reason or underlying
55 medical condition creates a safety concern in its own right. Self-medication with
56 legally obtained, but not prescribed controlled substances by any employee is prohibited.

57 31.4.1.5 All prescription medication on District premises must be in its original Container
58 and clearly labeled with the employee's name.

59 31.4.2 Appropriate Use of Non-Prescription Medicine

60 Employees taking non-prescription medicine during work hours must take the
61 medicine as instructed on the package or container and must ensure that such
62 medication does not impair the employee's ability to do his or her job in a safe,
63 alert, and efficient manner.

64 31.4.3 Duty to Report Policy Violations.

65 31.4.3.1 Employees shall report immediately to a supervisor or the District any known or
66 suspected violation of this policy. All reports shall be made on a confidential
67 basis.

69 investigate any suspected violation of this Policy

70 31.4.3.3 An employee who has actual knowledge of a violation of this policy and fails to

71 report it to a supervisor or the District may be subject to discipline, up to and
72 including termination.

73 31.4.4 Duty to Report Arrest or Conviction of a Drug or Alcohol Related Crime.

74 As a condition of employment, employees are required to report to the District any arrest
75 or conviction for a drug or alcohol related crime within five (5) days of the arrest.

76 The District may investigate such arrest or conviction and/or initiate drug testing.

77 In most cases, an employee's arrest for a drug or alcohol related crime constitutes reasonable
78 suspicion of drug or alcohol use and may warrant a

79 31.4.5 Duty to Cooperate in District Investigation.

80 31.4.5.1 The District reserves the right to search all vehicles, containers, lockers, or other items on
81 District premises in furtherance of this policy. Employees may be requested to display
82 personal property for visual inspection upon District request. Individuals may be required
83 to empty their pockets, but under no circumstances will an employee be required to remove
84 articles of clothing or be physically searched.

85 31.4.5.2 Failure to cooperate or consent to search or to display personal property
86 for inspection may be grounds for disciplinary action, up to and
87 including, termination.

88 The District will turn over all confiscated drugs to the proper law
89 enforcement authorities.

90 31.4.5.3 Discovery of illegal drugs or paraphernalia on District premises or in District vehicle may
result in disciplinary action, up To and including termination.

91 Section 31.5 Employee Assistance Programs (EAP) Education

92 31 5.1 Our goal is to help employees with problems related to alcohol or substance abuse to seek
93 assistance and receive the required treatment so that they may continue their
94 employment. To help accomplish this goal, we have adopted an Employee Assistance
95 Program (EAP). The EAP is a counseling and referral program to help employees deal
96 with a variety of personal problems, including drug and alcohol problems. Seeking help
97 through the EAP shall not jeopardize an employee's job. Employees may contact the Fire
98 Chief or their designee for more information on the EAP. We encourage employees
99 needing help to contact the EAP before drug and alcohol problems jeopardize their
100 employment. All employees shall be advised of the EAP and its services. Additionally,
101 the District shall publish notice of the EAP in conspicuous places with the name, address,
102 and phone number of the EAP. In some cases, the District may require employees to
103 participate in the EAP as a condition of their employment. 119

104 31.5.2 Abuse of alcohol and drugs is recognized as an illness that can be abated through treatment
 105 and rehabilitation. Employees are encouraged to use the services that are available through
 106 the Employee Assistance Program.

107 31.5.2.1 The current EAP shall remain in effect. Changes shall not be made in the EAP without
 108 - prior consultation with the Union.

109 31.5.2.2 Medical care expenses are covered as provided by the medical plan.

110 31.5.2.3 Counseling information is available by contacting the Fire Chief or their designee.

111 31.5.2.4 In addition, leave of absence shall be made available for treatment and counseling for
 112 first-time offenders of this policy.

113 31.5.3 Employees who voluntarily seek help through the Employees Assistance Program shall
 114 not have their job security and promotional opportunities jeopardized by such self-
 115 identification. All requests for assistance, the results of treatment and counselling shall be
 116 kept strictly confidential.

117 Section 31.6 Testing Policy

118 31.6.1 Drug and Alcohol Testing Situations. The District may require drug and/or alcohol testing
 119 in the following situations:

120 31.6.1.1 Post-Accident. The District may require an employee to submit to a drug and alcohol test
 121 when directly or indirectly involved in an accident. The District considers an employee to
 122 be involved in an accident if the employee's action or failure to act may be a causative
 123 factor, or cannot be ruled out as a causative factor, in the accident. Any employee
 124 involved in an accident or incident requiring off-site medical attention may be required
 125 by the District to submit to a drug and alcohol test. The District may avoid requiring a
 126 post-accident test if defective equipment, working conditions, or other circumstances
 127 beyond the control of the employee exists. All employees who are involved in an accident
 128 or incident involving an injury must immediately report the injury to their supervisor.
 129 Failure to report a workplace injury is grounds for discipline.

130 Traditional testing for Marijuana cannot determine active impairment.
 131 the parties agree that reasonable suspicion testing and post- accident drug testing for
 132 marijuana will utilize the Washington State Patrol testing method/s and limits to
 133 measure active impairment and;

134 The Washington State Patrol testing methods and thresholds utilized to measure
 135 active marijuana impairment may change, therefore North Whatcom Fire and
 136 Rescue will utilize the most accurate, economical and accessible methods available
 137 and; Both parties agree that if the Washington State Patrol changes the testing
 138 methodology or limits to measure active marijuana impairment, those which are in
 139 currently in place at the time of testing will be the measure utilized.

140 Testing positive for marijuana while showing no signs of impairment will not be
 punitive to employee.

- 141 31.6.1.2 Reasonable Suspicion. The Fire District may require an employee to
142 submit to a drug and alcohol test when it has suspicion that an employee's performance
143 may be impaired by drugs or alcohol. Suspicion that may warrant an employee being
144 tested under this section must be based on specific personal observation the supervisor
145 can describe concerning the appearance, behavior, speech, breath or body odor of the
146 employee. The employee shall be provided with an opportunity to explain his/her
147 conduct. The supervisor shall explain the right to have a union representative present if
148 requested. (These observations shall be recorded on a "Behavior Report Form") located
149 on the District extranet.
- 150 When a supervisor confronts an employee concerning a suspicion of impairment, the
151 employee is not to return to work until fitness for duty is established. If the drug and
152 alcohol test indicates the presence of drugs and/or alcohol in the employee's system, the
153 time the employee spends between his release from the collection site and the receipt of a
154 confirmed positive drug test shall be treated as a disciplinary suspension. Absent any
155 other concurrent disciplinary action, the employee shall be paid for all the time lost from
156 work if the results of the drug and alcohol test are negative.
- 157 31.4.2 Failure to submit to a test required on any of the above bases shall be grounds for
158 termination. Employees who feel that they have a legitimate grievance must still submit
159 to the test and then file a grievance in accordance with the Working Agreement.
- 160 31.6.3 The District shall initially select reputable facilities for base testing and
161 confirmatory testing at District expense. All collection and testing procedures used in
162 conjunction with this policy shall comply with the regulations and procedures approved
163 by the U.S. Department of Health and Human Services.
- 164 The Union shall be provided with the testing facilities' names, addresses and credentials
165 if requested. The Union retains the right to demand a change in test facility based on
166 reliable information that disproves the accuracy or quality of either. A request to change
167 the test facility may not delay or inhibit the timely collection of the specimen.
- 168 31.6.4 Employee representatives and/or the employee shall have the opportunity to review the
169 testing procedures.
- 170 31.6.5 All samples which test positive shall be confirmed using a gas chromatography/mass
171 spectrometry test or a superior or equally reliable test if same becomes reasonably
172 available.
- 173 31.6.6 Confidentiality. The District shall keep confidential all information and/or documentation=
174 regarding drug and alcohol testing and treatment, and observe all relevant federal and
175 state laws and regulations concerning the confidentiality of information. Such
176 information and/or documentation shall be disclosed to only those having a business need
177 to know.

178 31.6.7 The employee, at his/her expense, shall have the opportunity to have a reputable testing
179 facility test the same sample submitted to the original test facility. The facility to which
180 the sample is sent must comply with the same procedural and technical safeguards
181 outlined in Section 24.6.3 above. An employee may request the independent test by
182 notifying the Fire Chief in writing within three calendar days after the day the employee
183 is informed of the test results. The test result shall be kept confidential and shall be
184 available only to a designated employer representative and, if authorized in writing by the
185 employee, to a designated union representative or a designated legal representative.

186 31.6.8 None of the testing policies or procedures are intended to be in violation of the law, and if
187 they are, they shall be eliminated without interfering with other parts of this Agreement.

188 Section 31.7 Referral Agreement

189 31.7.1 It is the intent of the District and the Union to correct problems associate With drugs and
190 alcohol through the EAP rather than to initially penalize employees based on test results.
191 Therefore, except where federal regulations require otherwise, an employee, who is a
192 first-time offender of this policy as evidenced by a positive result on a test, may have
193 opportunity to retain his or her employment by entering into a Last Chance Agreement.
194 The terms and conditions of each Last Chance Agreement shall be put in writing and
195 signed by the employee, the Union and the District. Each Last Chance Agreement shall
196 contain some basic core requirements but shall be designed giving consideration to the
197 individual's circumstances.

198 31.7.2 The employee who enters a Last Chance Agreement must meet with the Employee
199 Assistance Program and submit to a drug and alcohol test in conjunction with any
200 recommended rehabilitation program. The District may provide an unpaid medical leave
201 of absence for an employee needing an extended period of time off work as a part of his
202 or her rehabilitation program. Failure to complete the program or to cooperate with the
203 EAP or the treatment provider shall be deemed a breach and shall result in immediate
204 terminations.

205 31.7.3 Before returning to work an employee who violated this Drug-Free Workplace Program
206 must submit to follow-up drug and alcohol testing to confirm that the employee is alcohol
207 and drug free. Note: Employees voluntarily entering the EAP, without a verified positive
208 drug or alcohol test or a violation of any alcohol or drug related rule, do not necessarily
209 have to be subject to follow testing.

210 31.7.4 After returning to work, the employee shall be required to submit to unscheduled periodic
211 testing to include a minimum of four tests per year for two years following the
212 employee's return to work. Refusing to take a test during this period shall be considered a
213 breach of the "Last Chance Agreement" and shall result in termination.

214 31.7.5 An employee under a "Last Chance Agreement" who tests positive for alcohol or drug
215 use shall be terminated. The employee may also be terminated for any other violation of a

216 "Last Chance Agreement' as determined by the District, EAP, or the treatment provider,
217 apart from a positive test result.

218 31.7.6 Medical benefits may cover some of the costs of this treatment. Any costs accrued that
219 are not covered by insurance are the sole responsibility of the employee. The District
220 shall pay the costs of all drug and alcohol tests it requires of employees.

221 31.7.7 Whether an employee volunteers to participate in the EAP or is required to
222 participate as a condition of continued employment, that employee shall continue to be
223 subject to the same rules, working conditions and disciplinary procedures in effect for
224 other employees, i.e., employee cannot escape discipline for future infractions by being
225 enrolled in the EAP. Employees shall **not** be allowed to elect rehabilitation in lieu of
226 discipline.

227 31.7.8 Employees who test positive shall be evaluated by certified addiction Counselors, so
228 certified by the appropriate certification board of Washington.

229 Section 31.8 Union Liability.

230 The District agrees to hold the Union harmless with respect to reasonable legal expenses
231 incurred by the District in defending itself in litigation resulting from the District
232 activities in carrying out the drug-testing program.

233 Section 31.9 Duration.

234 This Agreement shall be subject to the conditions of the Term of Agreement Provisions
235 of the Working Agreement

ARTICLE 33. PROBATIONARY PERIOD

1 Section 33.1 New Employees

2 New employees shall be required to serve a probationary period of one-year following
3 their date of hire before being considered regular status employees. Employees may be
4 terminated or disciplined with or without cause during their probationary period.
5 Discipline and termination of employees during their probationary period is not subject to
6 review by the Union and may not be challenged under the grievance/arbitration procedure
7 of this Agreement.

8 Section 33.2 Promotional Probation

9 Newly promoted employees shall be required to serve a probationary period of one-year
10 following their date of promotion. Employees who do not successfully complete their
11 probation due to unsatisfactory performance shall be returned to their previous position.
12 Promoted employees who do not successfully complete their probation shall be entitled to
13 Union representation and may challenge the decision in accordance with the
14 grievance/arbitration procedure of this Agreement.

15 Section 33.4 Performance Evaluations

16 Probationary employees shall receive performance evaluations consistent with District
17 policies.

18 Section 33.5 New Hires

19 All newly hired firefighters, unless waived by the Fire Chief , attend the twelve (12) week
20 recruit training academy as offered by the Washington State Fire Service Training located
21 in North Bend, Washington or equivalent academy. The District shall provide testing for state
22 certifications upon completion of equivalent academy.

ARTICLE 33. UNIFORMS AND SAFETY CLOTHING

1 Section 33.1 Issued Uniforms

2 Uniforms and all safety clothing shall comply with 296-305-02001 of the Washington
3 Administrative Code. The District shall provide all employees with the following uniform
4 items in accordance with the District uniform policy:

- | | | | |
|----|------------------------|----|-------------------|
| 5 | Uniform pants | 6 | Uniform jacket |
| 7 | Uniform shirts | 8 | Uniform job shirt |
| 9 | Badge, belt and buckle | 10 | Uniform t-shirts |
| 11 | Footwear | 12 | Patches and pins |
| 13 | Uniform baseball cap | | |

14 A Class A uniform shall be provided to each employee after successfully completing
15 probation.

16 Section 33.2 Replacements

17 The District shall make all necessary basic uniform replacements as the need arises,
18 provided that the need is not due to repeated negligence, abuse or carelessness, in which
19 case the employee shall incur the cost of the replacement.

20 Section 33.3 Laundering

21 In order to prevent cross contamination of biohazards or hazardous substances the
22 District shall provide a laundering program and/or laundering facilities for station work
23 uniforms at no cost to the employees.

24 Section 33.4 Ownership

25 All items provided are the property of the District and shall be returned upon the
26 employee leaving the District's service.

27 Section 33.5 Union Patches

28 Union patches may be worn on duty uniforms if provided by the union in accordance
29 with the District uniform policy.

30 Section 33.6 Uniform During Severe Weather

- 31 The District agrees that employees may wear alternate clothing during severe weather
- 32 which could be hot or cold. Appropriate clothing during severe weather will be defined
- 33 in the District Policy 0400.0402.02, Personal Appearance Policy.

ARTICLE 34. JURY DUTY

1 Section 34.1 Jury Duty

2 Employees who are called to jury duty under regular city, county, state or federal court
3 procedures within the State of Washington shall be paid their regular straight time rate for
4 each day of jury duty that falls on their regularly scheduled work day or shift. Any jury
5 duty pay (exclusive of expenses) received for service on a workday shall be reimbursed
6 to the District. Employees shall be required to report to work for any portion of their
7 regularly scheduled day or shift during which they are not actually serving on a jury or
8 waiting to be impaneled.

ARTICLE 35. CONSOLIDATIONS

1 Section 35.1 Terms of Consolidation

2 If the District is involved in an annexation as the annexing District, an inter-local
3 agreement for fire protection services or emergency medical services, a merger, or other
4 action that results in the District hiring the employees of another fire department or
5 District, the following shall occur:

6 The District shall grant each new employee credit for time of service with
7 the former employer for the purpose of

8 * Setting salary step within the Salary Schedule (Appendix A)

9 * Calculating vacation accrual (Article 17)

10 * Completion of the Probationary Period (Article 25)

11 * Or taking of action that falls under any provision of the Agreement.

12 A method to determine the establishment of seniority in cases of reduction
13 in force and reduction in rank shall be negotiated between the parties at
14 the time of negotiations with another municipal corporation. (Article 7)

15 Section 35.2 Participation

16 During the negotiations with another municipal corporation on any of the above
17 mentioned activities, the parties to this agreement shall meet as soon as possible and
18 negotiate the impact affecting any consequences which result in changes in work hours,
19 seniority, rank, loss of union membership and working conditions to the extent required
20 by law.

ARTICLE 36. SAFETY COMMITTEE

1 Section 36.1 Definition

- 2 The District and the Union agree to participate fully in the District Safety Committee to
3 promote a safe work place and reduce work-related injury and illness. The Committee
4 shall propose safety and health standards for the District to achieve the safest work places
5 reasonably attainable under the conditions to which employees are or will be exposed.
6 The Union shall elect one person to serve on the Safety Committee.

7 Section 36.2 Minutes

- 8 The minutes from each meeting shall be posted per WAC 296-800-13020.

ARTICLE 37. UNION BUSINESS

1 Section 37.1 Meetings

2 Monthly Union meeting and/or Executive Board meetings may be held in the District's
3 fire stations on the same terms and conditions as the general public and with the consent
4 of the Fire Chief or their designee, providing that no political lobbying shall take place at
5 such meetings.

6 Section 37.2 Negotiation Team

7 Two (2) members of the Union negotiating team shall be allowed time off with pay at the
8 employee's regular rate of pay for all negotiations, which shall be mutually scheduled.

9 Section 37.3 Site Visits

10 Representatives of the Union shall be allowed to visit work locations of the employees,
11 provided advance notification is given to, and approval is received from the Fire Chief or
12 their designee and the visit does not interfere with department functions.

13 Section 37.4 Bulletin Board

14 The District shall provide a Union bulletin board at each career station located in a
15 convenient place for use by the Union.

16 Section 37.5 Union Flex Day

17 The Union Officers may flex a work day to another vacant day within the current work cycle. The
18 switch must be approved by the Fire Chief and or their designee no less than 72 hours prior to the
19 day needing to be flexed. These flexed days must be used in a 24 hour block and for bona fide Union
20 business. These swaps shall be cost neutral for the District.

ARTICLE 39. UNION MEMBERSHIP

1 Section 39.1 Union Membership

2 It shall not be a condition of employment that all employees covered by this agreement
3 that are now members of the Union or become members of the Union after the effective
4 date of this agreement. The Union accepts its responsibility to fairly represent all
5 employees in the bargaining unit, regardless of membership status.

6 Section 39.2 New Hires

7 Within the first thirty (30) days of their hire date, the Union shall be afforded the
8 opportunity to meet with new employees to educate and explain the benefits of
9 union membership and the collective bargaining agreement.

10 Section 39.3 Payroll Deductions

11 The District agrees to deduct from the paycheck of each employee who has so authorized
12 it, the regular monthly dues or costs uniformly required by the Union. The amounts
13 deducted shall be transmitted monthly to the Union on behalf of the employee involved.
14 Written authorization to deduct dues or service charges shall be made by the Union on
15 union letterhead to the District.

16 Section 39.4 Indemnification and Liability

17 The Union agrees to indemnify and hold the District harmless against any liability that
18 may arise by reason of any action taken by the District to comply with the provisions of
19 this article.

ARTICLE 41. RETIREMENT

1 Section 41.1 Retirement

- 2 The District shall participate in the LEOFF Retirement System as required or hereinafter amended by
- 3 the Revised Code of Washington (RCW).

ARTICLE 42. SAVINGS CLAUSE

1 Section 42.1 Savings Clause

2 In the event any Article, Section, or portion of this Agreement should be held invalid and
3 unenforceable by any Court of competent jurisdiction, such decision shall apply only to
4 that portion specified in the Court's decision; and upon issuance of such a decision, the
5 District and the Union agree to immediately negotiate a substitute for the invalidated
6 Article, Section, or portion thereof.

ARTICLE 43. PREVAILING RIGHTS

1 Section 43.1 Prevailing Rights

2 All wages, hours, working conditions or practices and privileges that have been
3 established through a continually recurring practice known by both the Employer and
4 Union, which are mandatory subjects of bargaining as defined by RCW 41.56,
5 enjoyed by the Union at the present time, and which are not in conflict with the terms
6 of this Agreement shall remain in full force, unchanged and unaffected in any
7 manner, during the term of this Agreement unless changed by mutual consent.

ARTICLE 44. TERMS OF AGREEMENT

Section 44.1 Term of Agreement

This agreement shall be in effect from January 1, 2023 and shall continue in full force and effect through and including December 31, 2025. This Agreement may not be modified except through mutual written consent of the District and the Union.

IN WITNESS THEREOF, the parties hereto being duly authorized to execute same have entered into this Amended Agreement this 16th Day of May 2024.

North Whatcom Fire and Rescue

International Association of Firefighters

Chairman - Bruce Ansell

Scott Brown - NW Unit Leader

Commissioner - John Crawford

Chris Hollander - NW Unit Leader

Commissioner - Scott Fischer

Cody Bowen - NW Secretary/Treasurer

Commissioner - Kimberly McMurray

Scott Farrell - Local 106 Pres.

Commissioner - Matthew Rigberg

Hunter Elliott - Local 106 VP

Fire Chief - Jason Vanderveen

Daniel Jensen - Local 106
Secretary/Treasurer

