

**AGREEMENT**

**by and between**

**SNOHOMISH COUNTY, WASHINGTON**

**and**

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS UNION  
LOCAL #2597**

**January 1, 2018 through December 31, 2021**

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This agreement is entered into by and between SNOHOMISH COUNTY, hereinafter referred to as the Employer, and the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS UNION LOCAL #2597, hereinafter collectively referred to as the Union.

### **ARTICLE 1 – PREAMBLE**

The purpose of this Agreement is to provide for the wages, hours and working conditions between the Employer and the Union. We strive to do this in a harmonious fashion with the respect of each party. We each understand that there may be issues which arise from time to time and commit to maintain positive attitudes, sustain ongoing operations and use this Agreement to resolve any such issues. All references denoting gender used in this Agreement are intended and shall be construed to apply equally to either gender.

### **ARTICLE 2 – RECOGNITION**

- 2.1 The Employer recognizes the Union as the exclusive bargaining agent for all members of the bargaining unit as defined in paragraph 2.2 below.
- 2.2 The unit recognized by the Employer and represented by the Union shall include all uniformed employees, as defined by statute, of the Snohomish County Airport Fire Department exclusive of the Airport Fire Chief; provided, however that the status of additional fire department positions/employees shall be subject to determination by bargaining or unit clarification.

### **ARTICLE 3 – UNION SECURITY**

- 3.1 The parties agree that it is not a condition of employment to be a member of the Union based upon the Supreme Court's ruling in Janus v. AFSCME in 2018. However, in order to preserve solidarity, employee benefits and job security, the Union encourages all eligible employees to become a union member and remain a union member in good standing. The Union believes that union membership is a means to ensure the acquisition and maintenance of excellent benefits and job security.
- 3.2 The parties agree that the Employer will provide the Union access to new employees as provided in RCW 41.56.037 on paid time to provide information about the Union as the exclusive bargaining representative for the new employee and collect union dues deduction cards. No employee shall be mandated to attend the meeting or presentation by the Union.
- 3.3 The Employer shall deduct the monthly amount of dues as certified by the designated officer of the exclusive bargaining representative for each member of the bargaining unit who has authorized the Employer to make such deductions in writing and shall transmit the same to the designated officer of the exclusive bargaining representative. Authorizations to deduct union dues shall remain valid until revoked by the employee in writing.

- 3.4 The Union shall indemnify the Employer and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the Employer for the purpose of complying with the provisions of Article 3 – Union Security.

#### **ARTICLE 4 – PROTECTION OF RIGHTS**

- 4.1 The Employer has the exclusive right to manage its affairs, to direct and control its operations, and independently to make, carry out and execute all plans and decisions deemed necessary in its judgment for its welfare, advancement, or best interests. Such management prerogative shall include all matters not specifically limited by the agreement herein.
- 4.2 It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the public employee.

#### **ARTICLE 5 – HOURS OF WORK**

- 5.1 The hours of work and work schedules shall be established by the Employer to be consistent with the terms of this Agreement.
- 5.2 Temporary changes in shifts (duration in hours and cycle of days) may be made by the Employer on an emergency basis for the duration of the emergency. An emergency shall be defined as insufficient personnel available in the department as a result of actions or occurrences not occasioned by the Employer to provide the required services.
- 5.3 The work period and the public employee's work schedule, except as identified in subsection 5.7 below, shall have the following characteristics:
- A. The Employer has implemented a regular work schedule which provides for a twenty-four (24) hour shift. The work period for the twenty-four (24) hour shift shall be a twenty-four (24) day cycle which began on January 1, 2004 at 0730 hours and ended at 0729 twenty-four (24) days later. The cycle repeats every twenty-four (24) days thereafter.
  - B. The regular straight time hours worked on the twenty four (24) hour shift schedule shall not exceed 2496 hours per average calendar year or an average of 48 hours per week over an average calendar year. Each bargaining unit member is required to fill 104 twenty-four (24) hour shifts per year. Approved leave is deducted from this total. The specific schedule shall consist of twenty-four (24) hours on duty, followed by forty-eight (48) hours off duty, followed by twenty-four (24) hours on duty, followed by ninety-six (96) hours off duty, then repeated (a.k.a. 1-2-1-4).

- C. Debit days will be scheduled by the Fire Chief to bring each member's schedule up to 104 shifts per year. Debit days shall not be rescheduled without authorization of the Fire Chief.
- D. If a debit day is scheduled during a period for which a member is applying for vacation, the coverage of that debit shift may be done in one of three ways:
  - 1. The twenty-four (24) hour debit day can be deducted from the member's vacation accrual.
  - 2. The debit day may be rescheduled – provided that such rescheduling has no adverse impact on the overall shift scheduling.
  - 3. Members may make trades between themselves to cover each other's debit day. The Fire Chief will be notified of any trades made for this purpose.

5.4 Employees shall respond to emergencies during any break period.

5.5 Changes made in the regular work schedule during the term of or after the expiration of this Agreement shall be pursuant to the requirements and procedures of Chapter 41.56 of the Revised Code of Washington.

5.6 An employee assigned a temporary shift schedule with reduced hours for training or other authorized projects will not suffer a loss of pay owing to the reduced hours. A temporary shift schedule shall not exceed ninety (90) calendar days unless by mutual agreement of the employer and the union.

5.7 An employee filling the positions of Fire Fighter/Mechanic I and Firefighter/Mechanic II will be normally assigned a forty (40) hour work week. However, the Employer may temporarily assign such employees to a 24-hour shift schedule on an as needed basis.

#### **ARTICLE 6 – OVERTIME**

6.1 Overtime pay shall be paid for any work authorized and performed in excess of that provided by this Agreement or by the public employees established shift schedule to be paid at the rate of time and one-half (1-1/2).

6.2 Overtime as used in this Agreement shall mean that time a public employee works in excess of the established work period.

6.3 All overtime shall be compensated for in increments of fifteen (15) minutes with the major portion of fifteen (15) minutes being paid as fifteen (15) minutes.

- 6.4 Overtime shall be paid at the rate of one-and-one-half (1-1/2) times the employees' straight time rate of pay, provided that compensable time off at the rate of one-and-one-half (1-1/2) times for the time worked in lieu of paid overtime may be given if requested by the Employee and approved by the designated representative of the Employer, provided, however, that when an employee on twenty-four (24) hour shifts works an overtime assignment which is not an extension of the employees' regular shift and the overtime assignment does not extend beyond ten (10) hours, the employee's overtime rate shall be calculated on the basis of a forty-two (42) hour work week.
- 6.5 **Call-back Time** - Uniformed employees called back to service after completing required duty and having left the place of duty shall be compensated for actual time spent, but in no event shall such compensation be less than two (2) hours at the overtime rate. The two (2) hour minimum shall not apply to hours consecutive to the start of the employee's regular shift.
- 6.6 Accrued compensatory time off shall be taken at a time convenient to the employee if not detrimental to the Fire Department, but must be taken within the time period required by the Fair Labor Standards Act if that Act is applicable.
- 6.7 An off-duty, uniformed employee responding to a "tone out" shall be compensated from "tone out" for travel to the designated site; provided that, unless approved by the duty officer, the maximum compensated travel time will be one and one-half (1.5) hours. Employees responding to a "tone out" shall be considered "on-duty" for the duration of the alarm or until released by the duty officer.

## ARTICLE 7 – HOLIDAYS

- 7.1 All employees shall receive one floating holiday of twenty-four (24) hours each calendar year which shall accrue on January 1 and which shall be scheduled at the request of the employee upon approval of the Airport Fire Chief. New employees shall not be eligible for the floating holiday until completion of six (6) months of service.
- 7.2 When working a twenty-four (24) hour shift schedule, in lieu of all other holidays, employees shall be paid five percent (5%) of their annual base salary with their end-of-November paycheck, calculated on their salary rate in effect at the time of such payment.

7.3 Employees normally assigned a forty hour work schedule shall receive holiday pay for the following County observed holidays:

New Year's Day	First day of January
Martin Luther King's Birthday	Third Monday of January
President's Day	Third Monday of February
Memorial Day	Last Monday of May
Independence Day	Fourth day of July
Labor Day	First Monday of September
Veterans Day	Eleventh day of November
Thanksgiving Day	Fourth Thursday of November
Day after Thanksgiving Day	Day immediately following Thanksgiving
Christmas Day	Twenty-fifth day of December

When any such holiday occurs on a Saturday, the holiday will be observed on the preceding Friday, and when the holiday occurs on a Sunday, the holiday shall be observed on the following Monday.

- A. Employees will have the option of observing holidays recognized by the County or being paid five percent (5%) of their annual base salary with their end-of-November paycheck, calculated on their salary rate in effect at the time of such payment in lieu of receiving holiday time off for holidays recognized by the County. The choice shall be one or the other, not a combination of the above two. The option shall be exercised in writing by the affected employees individually to the Fire Chief on or before December 1 to take effect on January 1 of the succeeding calendar year. If either option is not communicated in writing to the Fire Chief by December 1<sup>st</sup> to take effect on January 1<sup>st</sup> of the succeeding calendar year, the holidays shall be observed.
- B. In the event an employee who elected to observe holidays is subsequently assigned to a 24 hour schedule during a period that includes one or more holidays, the employee will receive a prorated portion of the five percent (5%) benefit described above in lieu of observing the holiday(s).

## ARTICLE 8 – VACATIONS

- 8.1 Each public employee shall accrue annual leave with pay for the number of working hours corresponding to the following schedule:

<u>Period Covered</u>	<u>Total Annual Vacation Hours</u>
Date of employment to 1 <sup>st</sup> anniversary (1 <sup>st</sup> year)	84.15 hours
Date of 1 <sup>st</sup> anniversary to 2 <sup>nd</sup> anniversary (2 <sup>nd</sup> year)	100.8 hours
Date of 2 <sup>nd</sup> anniversary to 5 <sup>th</sup> anniversary (3 <sup>rd</sup> – 5 <sup>th</sup> years)	126.0 hours
Date of 5 <sup>th</sup> anniversary to 9 <sup>th</sup> anniversary (6 <sup>th</sup> – 9 <sup>th</sup> years)	151.2 hours
Date of 9 <sup>th</sup> anniversary to 11 <sup>th</sup> anniversary (10 <sup>th</sup> – 11 <sup>th</sup> year)	176.5 hours
Date of 11 <sup>th</sup> anniversary to 13 <sup>th</sup> anniversary (12 <sup>th</sup> – 13 <sup>th</sup> year)	184.7 hours
Date of 13 <sup>th</sup> anniversary to 15 <sup>th</sup> anniversary (14 <sup>th</sup> – 15 <sup>th</sup> years)	193.3 hours
Date of 15 <sup>th</sup> anniversary to 17 <sup>th</sup> anniversary (16 <sup>th</sup> – 17 <sup>th</sup> years)	201.6 hours
Date of 17 <sup>th</sup> anniversary and thereafter	209.9 hours

Entitlement to Vacation shall accrue while on pay status. Extra duty hours (e.g. overtime, call back) will not be included in annual leave computation.

- 8.2 **Annual Leave – Maximum Accrual** - An employee's accrued unused annual leave may not exceed two hundred eighty (280) hours on December 31 of each year, excluding the December 31<sup>st</sup> accrual. Annual leave accrued and unused in excess of that permitted by this Section shall be forfeited. A new employee hired on the first (1<sup>st</sup>) through the fifteenth (15<sup>th</sup>) of the month shall receive a full month's accrual. A new employee hired on the sixteenth (16<sup>th</sup>) through the end of the month shall receive half a month's accrual. An employee separating on the first (1<sup>st</sup>) through the fifteenth (15<sup>th</sup>) of the month shall receive a half month's accrual. An employee separating on the sixteenth (16<sup>th</sup>) through the end of the month shall receive a full month's accrual.

- 8.3 Except as provided in Section 8.2, no annual leave shall be deducted from that accrued until:

- A. It is actually used; or
- B. The uniformed employee agrees to deduction in lieu of other discipline; or
- C. There is a lump sum settlement.



8.4 Upon termination from all Snohomish County employment, employees who have completed six (6) months of service shall be paid a lump-sum settlement for the number of hours of annual leave accrued and not deducted or forfeited, up to a maximum of two hundred forty (240) hours. The number of hours of accrued leave available for the pay-out shall be multiplied by the standard hourly rate to determine the maximum lump-sum settlement. The formula for computing the standard hourly rate is:  
Annual Salary = Standard Hourly Rate x Standard Work Hours in a Year.

8.5 **Transfer, Leave of Absence and Termination** - Any uniformed employee transferring from one department or office to another or granted a leave of absence for more than one month or rehired within one year shall accrue annual leave benefits based on the total time of active employment with Snohomish County. In the event of a transfer, leave of absence for more than a month, or rehire within one (1) year, the employment anniversary date shall be adjusted to reflect the actual period of active duty employment. Any uniformed employee rehired more than one year after termination shall accrue annual leave benefits on the same basis as a person never before employed by Snohomish County. An individual on sick leave or paid disability leave shall, for purpose of this Section, be deemed to be on active duty employment.

8.6 Annual leave shall be taken at the time requested by the uniformed employee in accordance with seniority as provided in Article 14, except that:

- A. Leave shall be at a time when it will not impair the efficiency of the department as determined by the Airport Fire Chief; and
- B. If the Airport Fire Chief determines that the nature of the work is such that no employees or a limited number of employees may be on vacation at a given time, he/she may establish non leave periods and priority lists for assigning the order in which leaves may be taken.

If a non-leave period or priority period is established after an employee has made trip purchases during the employees scheduled or approved time off, the Employer shall reimburse the employee for any non-refunded travel expenses if the employee is subsequently required to report to work. Proof of non-refundable prior purchase shall be required for reimbursement.

- C. If vacation requested lowers staffing to level at which overtime is required to maintain minimum level of service, it shall be requested forty five (45) days prior to the date at which it will be taken to allow the Fire Chief the opportunity of filling the shift with a debit day.

If vacation requested lowers staffing to a level at which overtime is required to maintain minimum level of service falls within the above stated forty five (45) days, approval shall be determined on a one by one basis by the Fire Chief or his/her designee.

- 8.7 New employees shall not be eligible for vacation during their first six (6) months of employment or as approved by the Fire Chief.

## ARTICLE 9 – SICK LEAVE

- 9.1 **Accrual** – Each employee shall accrue sick leave for each calendar month of the uniformed employee’s active service. Employees working 24-hour shifts will accrue sick leave at a rate of thirteen and sixty-four one-hundredths (13.64) hours per month; employees working forty (40) hour work weeks will accrue sick leave at a rate of ten and one-half (10.5) hours per month. Accumulated sick leave shall be allowed to each full-time employee. All sick leave accrued by current Snohomish County policy shall be included with all future accumulation. The total accumulation shall be unlimited.

A new employee hired on the first (1<sup>st</sup>) through the fifteenth (15<sup>th</sup>) of the month shall receive a full month’s accrual. A new employee hired on the sixteenth (16<sup>th</sup>) through the end of the month shall receive half a month’s accrual. An employee separating on the first (1<sup>st</sup>) through the fifteenth (15<sup>th</sup>) of the month shall receive a half month’s accrual. An employee separating on the sixteenth (16<sup>th</sup>) through the end of the month shall receive a full month’s accrual.

- 9.2 **Authorization** - Sick leave shall be taken as needed up to the limit of accrual on occurrence of the following conditions:

- A. Personal illness or physical incapacity which render the public employee unable to perform the duties of his/her position.
- B. Enforced quarantine in accordance with health regulations.
- C. The Washington Family Care Act allows an employee to use any or all of the employee’s choice of paid time off that is provided for under the terms of this Agreement to care for:
  - 1. A child of the employee with a health condition requiring supervision or,
  - 2. A spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or emergency condition.

Use of available paid time off for these reasons shall be according to the provisions of the Washington Family Care Act (RCW 49.12.270). A doctor’s verification may be required for use of such paid time off.

- D. Care of a familiar member as may be required under State or Federal Law.

- 9.3 Limitations** - To qualify for sick leave payment after the third day of sick leave a uniformed employee, if requested by the Department Head to furnish proof, shall, on such demand, furnish a physician's proof of illness, quarantine or incapacity.
- 9.4 Extended Sick Leave** - If the period of illness, quarantine or incapacity for which sick leave is granted extends beyond the uniformed employee's accrued sick leave, the employee may utilize any other paid leave time available to him/her and may take leave of absence without pay or benefits for a reasonable period of time not to exceed one hundred twenty (120) working days.
- 9.5 Transfer** - Any public employee transferring from one department or office to another shall retain all accrued and unused sick leave benefits. Any employee rehired within one (1) year after termination, who, within sixty (60) days after rehire reimbursed the Employer for any lump sum sick leave settlement paid him/her shall retain all accrued and unused sick leave benefits. Reimbursement shall be in one lump sum.
- 9.6 Severance, Death and Retirement Provisions** - Upon termination from all Snohomish County employment, an employee shall be paid for that number of working hours of accrued unused sick leave as are permitted by the following table:

<u>Length of Service</u>	<u>Max. No. Of Hours</u>
Date of employment to 5th anniversary	0
Date of 5th anniversary to 10th anniversary	42.1
Date of 10th anniversary to 15th anniversary	84.2
Date of 15th anniversary to 20th anniversary	126.3
Date of 20th anniversary to termination date	252.6

- 9.7** Upon death of any employee in active service with Snohomish County, his/her estate shall be paid in accordance with the above table in addition to any other cash-out or pay-out provided to a separated employee. An employee is deemed on active service for purpose of this Section if he/she is on duty status, or is on annual leave, sick leave, bereavement leave, jury duty or other leave provided the employee is in a paid status.
- 9.8** Any such payment shall be made as a lump-sum settlement for the number of hours provided for in this Section at a rate of pay established by multiplying the eligible pay out hours by the standard hourly rate. The formula for determining the standard hourly rate is:
- $$\text{Annual Salary} = \text{Standard Hourly Rate} \times \text{Standard Work Hours in a Year.}$$
- 9.9** This Article shall not limit employees' rights to disability leave supplement as required by law.

## ARTICLE 10 – BEREAVEMENT LEAVE

Upon notification, the Fire Chief or his/her designee shall grant a public employee bereavement leave with pay in the event of death in the immediate family of the employee. The leave with pay shall include scheduled work days and will be scheduled with the Fire Chief or his/her designee with the following parameters:

Employees working a twenty-four (24) hour shift shall be entitled to not more than two (2) scheduled work days. An additional scheduled work day off with pay may be approved by the Employer if the employee is the personal representative or trustee of the estate of the deceased or if the employee is required to travel a one-way distance of more than five hundred (500) miles from place of employment. Maximum number of working days shall be three (3) days.

Employees on a forty (40) hour schedule shall be eligible for up to three (3) working days of bereavement leave. Up to four (4) additional working days off with pay may be approved by the Employer if the employee is the personal representative or trustee of the estate of the deceased or if the employee is required to travel a one-way distance of more than five hundred (500) miles from place of employment.

The term "immediate family" shall include:

- A. Spouse, state registered domestic partner (per RCW 26.60, et seq.), children of employee, or children of spouse or state registered domestic partner;
- B. Mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepmother, stepfather, stepbrother, or stepsister of employee or spouse or state registered domestic partner;
- C. Grandparents and grandchildren of employee or spouse or state registered domestic partner;
- D. Any relative living in the immediate household of the employee; or
- E. In relationships other than those set forth above, or in cases where an employee is responsible for funeral arrangements, bereavement leave may be granted by the employing official upon request.

## ARTICLE 11 – MISCELLANEOUS PAID LEAVES

- 11.1 Jury Duty** - Any public employee shall be granted leave with pay except as herein limited while (1) required to perform jury service; or (2) required to appear before a court or other public body on any matter not related to his/her work and in which he/she is not personally involved. The amount of pay shall be the difference between the public employee's regular salary and the amount he/she is entitled to receive as a result of service for any such duty, excluding mileage.

When released from jury duty, the employee shall report to work. If less than two hours remain in the employee's shift, the employee shall call the Airport Fire Chief or in his/her absence the shift supervisor, for instructions.

**11.2 Military Service** - RCW 38.40.060 shall determine compensation during military leave taken as provided therein.

**11.3** It is agreed that the minimum rights and privileges which bargaining unit members shall have with regard to paternity leave and maternity leave shall be provided by federal and state laws pertaining to family medical leave. Any rights or privileges with regard to family medical leave that are contained in this contract, if in excess of these provided by federal and state laws, shall pertain.

## **ARTICLE 12 – LEAVES OF ABSENCE WITHOUT PAY**

**12.1 Military Leave** - Any public employee who enters involuntary active service in the armed service of the United States while employed shall have employment rights in accordance with federal law.

**12.2 Political Leave** - A public employee elected or appointed to a political or legislative position not incompatible with the employee's employment may, upon request, be granted a leave of absence without pay to perform his/her civic duty.

**12.3** Personal leaves of absence may be granted upon written request upon approval of the Employer. Requests for leave shall specify the purpose for the leave and will be considered based on the purpose of the leave and the needs of the Employer. Personal leaves shall not be granted for a period exceeding six months. An employee on such leave shall not receive or accrue benefits or seniority or service credit during the leave.

## **ARTICLE 13 – HEALTH INSURANCE**

**13.1** The Employer shall provide such medical insurance coverage, for those employees to whom it applies, as is mandated by RCW Chapter 41.26, as revised.

**13.2** The Employer shall maintain for the term of this Agreement the medical, dental, vision, and disability insurance plans agreed to by the parties, subject to the following provisions.

**A. Medical Insurance** - The members of this bargaining unit shall contribute eleven percent (11%) toward the cost of funding the existing employee medical insurance coverage for bargaining unit members and dependents. The Employer shall pay the remaining eighty-nine (89%) of the cost of the medical insurance plan. The Employer agrees to provide the same medical insurance program for employees and dependents as the Employer provides to Deputy Sheriffs employed by Employer, except the Kaiser plan shall be the same as available to the majority of employees employed by the Employer.

If the employee selects a plan with a higher premium than the standard plan provided to Deputy Sheriff, the employee shall pay any difference between the Employer's contribution and the actual rate through payroll deduction. The Employer may maintain other medical insurance plans which shall be funded in the same amounts provided above.

If the Deputy Sheriff's negotiate plan design changes during the life of this contract, the Employer shall notify the Union of any changes and shall re-open Article 13 for the express purpose of negotiating any possible impact to the Union. No changes to insurance benefits shall be made prior to this negotiations.

- B. Dental Insurance** - The Employer agrees to pay the full premium for the employee and his/her dependents for the term of this Agreement.
  - C. Vision Insurance** - The Employer agrees to pay the full premium for the employee and his/her dependents for the term of this Agreement.
  - D. Disability Insurance** - As a disability insurance allowance, the Employer will pay each employee monthly an amount equal to one percent of the employee's pay rate.
  - E. Life Insurance** - The Employer agrees to pay the full premium for a term life insurance policy up to the \$40,000 maximum provided to AFSCME bargaining unit employees employed by the Employer.
- 13.3** Regular employees are eligible to participate in an Employer approved IRS Section 125 Plan only so long as that plan does not cause any employees benefits to exceed the Excise Tax threshold established by the Affordable Care Act.

#### **ARTICLE 14 – SENIORITY AND PROBATIONARY PERIOD**

- 14.1** An employee's seniority date shall be his or her last date of hire within the bargaining unit, adjusted in accordance with Sections 12.3 and 14.4.
- 14.2** The Employer shall provide the Union with a list of all current public employees of the bargaining unit with their respective seniority dates to post upon its bulletin board whenever there is a change in that list.
- 14.3** In allocating the use of accrued vacation time, seniority within a working unit shall be followed as nearly as possible and methods will be provided whereby the public employees will be able to select preferred vacation times.
- 14.4** A public employee shall lose all seniority in the event of discharge for cause or voluntary termination.

- 14.5** In the event of layoff determined by the Employer for economic or other legitimate reasons within any Classification, the last person hired shall be the first laid off or demoted, whichever the case may be, provided that qualified employees remain to perform the necessary work required. Preference for rehire shall be extended to any person laid off pursuant to this Article for a period of twelve (12) months. An employee on layoff shall not accrue seniority. Rehiring shall be in inverse order of layoff.
- 14.6** New employees appointed to a regular position shall be probationary employees during the first twelve (12) months of full-time active employment. Employees who satisfactorily complete the probationary period shall be regular employees and their original employment date shall be their anniversary date of hire. During the probationary period, the Employer may terminate the employment of probationary employees for any reason and such termination shall not be subject to the grievance procedure.
- 14.7** Employees who are promoted or transferred to another classification shall have a trial service period of six months in the new position. If an employee is unable to perform the duties of the new position satisfactorily during the trial service period, the employee will return to his or her former classification. If no vacancy exists, the reduction in force procedure shall apply to the least senior employee in the classification the employee is returning to.

## **ARTICLE 15 – GRIEVANCE PROCEDURE**

- 15.1** Grievances and disputes which may arise as to the interpretation and application or claimed violation of the specific provisions of this Agreement shall be settled in the following manner:
- A. Step One. The Union Grievance Committee, upon receiving a written and signed petition by the employee in the bargaining unit, shall determine if a grievance exists. If in the committee's opinion a grievance does not exist, no further action is necessary on the part of the Union.
- If a grievance does exist, the Grievance Committee shall, with or without the employee, present the grievance (within ten (10) working days of its known occurrence or when it should have been known, but in no case more than ninety (90) days), in writing to the office of the Airport Fire Chief for adjustment. At the same time, a copy of the grievance shall be sent to the Airport Director. Such written grievance shall be signed and shall include the issue, section (s) of the Agreement allegedly violated, facts of the matter and remedy sought by the Union.
- B. Step Two. Upon receipt of said grievance, the Airport Fire Chief shall schedule a meeting within five (5) working days with all parties for the purpose of considering the grievance.

- C. Step Three. If the grievance is not resolved within five (5) working days following the meeting, a meeting shall be scheduled to appear before the Airport Manager or his designated representative within five (5) additional working days.
- D. Step Four. If within five (5) working days following the meeting, the grievance is not resolved, the matter may be submitted to the County Executive or designee. A grievance meeting shall be scheduled within five (5) working days or receipt of the grievance, and a written grievance answer will be given within five (5) working days of the meeting.
- E. Grievance Mediation (Optional). If the grievance is not settled at Step 3, the Union and the Employer may agree to submit the grievance to mediation. Within twenty (20) working days of such agreement, the two (2) parties shall agree upon a mediator.

The mediator will not have authority to compel resolution of the grievance. The parties will not be limited solely to the facts and arguments presented at earlier steps of the grievance procedure. No transcript or record of the mediation conference will be made, nor will formal rules of evidence be followed. If a settlement is not reached in mediation, the grievance may be appealed to arbitration in accordance with the procedure in Step 5 below. In this case, the mediator may not serve as arbitrator, nor may any party reference the fact that a mediation conference was held or not held. Nothing said or done by the mediator in mediation or settlement discussions may be referenced or introduced into evidence at the arbitration hearing.

- F. Arbitration. If within five (5) working days following the written response, the grievance is not resolved, the matter may be submitted (1) to a qualified arbitrator, mutually agreed to by the parties to hear the grievance; or (2) the parties will request a list of nine arbitrators from the American Arbitration Association for the selection of an arbitrator. The parties shall alternately strike names of arbitrators on the list. The party striking the first name shall be determined by a flip of a coin.

**15.2** The arbitrator shall convene a hearing and the expenses, if any, of the arbitrator and any court reporter shall be borne equally by the parties.

**15.3** The decision of the arbitrator shall be final and binding, subject to the stipulation that he/she shall have no power to amend, add to or subtract from the agreement between the parties. He/she shall decide the sole issue submitted to him/her and none others.

**15.4** Any grievance not processed by the grievant within the time frames set forth herein shall be considered settled based upon the last answer of the Employer. If the Employer fails to process the grievance within its time frame for a specific step, it will move from that step to the next step in the grievance procedure.



- 15.5 Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.
- 15.6 Each party shall pay for its own representatives and witnesses, including any attorneys' fees.

## ARTICLE 16 – UNIFORM/CLOTHING

- 16.1 The Employer shall provide each member of the Fire Suppression Group with the necessary safety equipment, on an as-needed basis and shall meet or exceed WAC 296-305 Safety Standards for fire fighters, to include the following:

### Equipment Items:

- Proximity Suit: One coat, structural type helmet, one pair gloves, one pair pants, one pair of boots, and SCBA mask.
- Structural Bunkers: One coat, one pair of gloves, one pair of pants, one pair of boots, one structural type helmet, and SCBA mask.
- Boots: One pair for duty uniform to be replaced as needed when turned in.
- Badges: One for duty uniform, one for duty coat, one for duty hat, tie, belt, duty coat and hat.

- A. The Employer shall provide each employee with six (6) complete work uniforms which meet or exceed NFPA Standard 1975 and all OSHA and WISHA standards for fire fighter work uniforms. These uniforms will be known as Class "B" or duty uniforms.
- B. Upon successful completion of probation, the Employer shall provide each employee with one Class "A" uniform to include jacket, trousers, shirt, tie, shoes, hat, badge(s), name plate(s), and white gloves.
- 16.2 Each employee shall be held accountable for all above equipment issued to the employee by the Employer. Items which become worn out and/or items which become lost or destroyed as a direct result of the performance of the employee's duties shall be replaced by the Employer. Worn or damaged uniform items will be replaced on a one-by-one basis. The worn or damaged item must be turned in for replacement. All equipment listed above issued to the employee by the Employer shall remain the property of the Employer.

- 16.3** Each probationary fire fighter shall be furnished by the Employer with six (6) complete work uniforms as described in Section 16.1. If the probationary fire fighter fails to successfully complete probation, he/she shall be required to reimburse the Employer one-half the cost of said uniforms. If the employee successfully completes probation, the Employer will provide the employee with one complete Class "A" uniform in the next succeeding calendar year.
- 16.4** Uniforms shall be of the style, type, color, and numbers as is determined and published by the Airport Fire Chief (to comply with W.A.C. 296-305).
- 16.5** The Employer shall be responsible for providing a uniform laundry service for the Class "A" and "B" uniforms which shall comply with WISHA WAC 296-62-08001. Pick-up and delivery of uniforms will be at the fire station.

## **ARTICLE 17 – EMPLOYEE RIGHTS AND UNION PRIVILEGES**

- 17.1 Union Officials – Time Off** - A Union official who is a public employee in the bargaining unit (Union Officer and/or a member of the Negotiating Committee) shall be granted time off while conducting contract negotiations or grievance resolution on behalf of the public employees in the bargaining unit; provided: (1) They notify the Employer at least forty-eight (48) hours prior to the time off, (2) The Employer is able to properly staff the public employees job duties during the time off, and (3) the wage cost to the Employer is no greater than the cost that would have been incurred had the Union Official not taken time off.
- 17.2 Union Investigative and Visitation Privileges** - The Business Representative of the Union may visit the work location of public employees covered by this Agreement at any reasonable time for the purpose of investigating grievances. Such representative shall limit his/her activities during such investigations to matters relating to this Agreement. Snohomish County work hours shall not be used by public employees or Union representatives for the promotion of Union affairs other than stated below.
- 17.3 Bulletin Boards** - The Employer shall provide a space for a Union bulletin board within the fire station day room in a convenient location for the posting of notices of official Union business. The Employer agrees that the Union may distribute via Snohomish County e-mail any such notices that are deemed acceptable by the Employer to post on a Union Bulletin Board, approved in advance by the Local Union President, and in compliance with Snohomish County Policies.
- 17.4 Union Meetings** - The Union shall be allowed to hold its regular monthly meeting in the fire station training room, with advance notice to the Fire Chief or his/her designee. Additional special meetings may be permitted based upon availability by the Fire Chief or his/her designee. Meetings shall be limited to a reasonable duration and on-duty personnel may attend the meeting subject to on-duty responsibilities.

## ARTICLE 18 – MISCELLANEOUS PROVISIONS

- 18.1 **Rules and Procedures Manual** - The Employer shall furnish each public employee in the bargaining unit with a copy of the Departmental Manual of Rules and Procedures. New public employees shall be provided with the above at the time of their appointment.
- 18.2 **Shift Exchanges** - Subject to approval by the Fire Chief, members of the bargaining unit shall be authorized to exchange shifts where the exchange does not interfere with the best interest of the Fire Department.
- 18.3 **Subcontracting** - Any issue concerning subcontracting shall be subject to applicable requirements and procedures under Ch. 41.56 R.C.W. and/or other law.

## ARTICLE 19 – DISCIPLINE OR DISCHARGE

- 19.1 The employer retains the right to discipline, suspend, or discharge post-probationary bargaining unit members for just cause, subject to the grievance procedure.
- 19.2 An employee may have a Union representative or another employee present at a meeting scheduled with the Employer for discipline or discharge.

## ARTICLE 20 – PERFORMANCE OF DUTY

- 20.1 In accordance with the public policy of the State of Washington against strikes by uniformed personnel as means of settling their labor disputes, the Union and employees agree that they shall not cause or condone any work stoppage.
- 20.2 It is further understood and agreed between the parties that the responsibilities of the employees in the bargaining unit in protecting life and property could possibly at times unavoidably require the employee to become involved in a labor dispute and/or controversy which necessitates the crossing of a labor organization's picket line; and therefore, the Union shall not cause or permit an employee to refuse, and no employee shall refuse, to cross any picket line established by any labor organization or group of individuals at any location when the crossing of such picket line is found to become necessary in the performance of the employee's emergency duties. The Employer has the option of disciplinary action if this Article is violated.
- 20.3 Recourse to the grievance procedure shall be limited to determination whether the public employee in fact engaged in the above unauthorized action.

## ARTICLE 21 – ACTING PAY

- 21.1 An employee who is temporarily assigned the duties and responsibilities of a higher classification will be paid "acting pay" from the first full 24 hour shift assigned to work. Further, if the use of an employee assigned to a "day shift" schedule is used to fill a vacancy on a crew for the duration of the shift and a second employee fills the remaining part of that shift "acting pay" will be paid the employee on an hour-for-hour basis.

- 21.2** "Acting pay" will be paid for vacancies created by vacation, sick leave, leaves of absences and extended training of over 10 hours. "Acting pay" will not be paid for any vacancies created by training of 10 hours or less, shift trades or other causes; for example, shift trading with other fire departments and official or unofficial details or absence from the Airport.
- 21.3** "Acting pay" shall be defined as the salary step which represents at least a one (1) step increase over the salary received in the employee's regular classification or at the first step of the higher salary range, whichever is greater. However, the salary cannot exceed the top step of the higher salary range.
- 21.4** "Acting pay" will be paid to the employee on shift who is highest on the appropriate eligibility list. If there is no one on shift to utilize from the list, "acting pay" will be paid to the most senior eligible employee on shift.

## **ARTICLE 22 – VACANCIES AND PROMOTIONS**

- 22.1** If a vacancy occurs in the Department which requires Firefighter experience and it is not filled within thirty (30) days, the Employer shall notify the Union of its plans concerning the vacant position.
- 22.2** Notice of promotional assessment for the rank of Officer shall be given at least sixty (60) days prior to the assessment and shall include the scheduled assessment date(s). Employees filing for a promotional assessment shall do so in writing not later than thirty (30) days prior to the date of the assessment. The notice of assessment shall list the subjects to be tested and suggested resource materials.  
The subjects of the assessment shall be equally weighted and shall consist of:
1. Oral board,
  2. Tactical scenario,
  3. Supervisory issue/employee conflict, and
  4. Customer complaint.
- 22.3** Candidates for the rank of Lieutenant must be a Washington State Firefighters Joint Apprenticeship and Training Committee ("J.A.T.C.") Journeyman Firefighter and have at least two (2) years of service as a Firefighter within the Department at the date of the assessment. In addition to Journeyman Firefighter status, all candidates must have completed the following classes/certifications:

1. Incident Safety Officer ("ISO") Class
2. Haz-Mat Incident Command Class

3. Building Construction Class
4. International Fire Service Accreditation Congress (“IFSAC”) Instructor I Certification
5. IFSAC Officer I Certification
6. Fire Inspection Class or Certification
7. Leadership/Supervision Class
8. Blue Card Certification
9. Incident Command System (“ICS”) 100, 200, 700 and 800 Classes

Candidates for the rank of Captain shall in addition to the aforementioned requirements shall also have at least two (2) years of service as a Lieutenant within the Department at the date of the assessment. In addition to these requirements, all candidates must have completed the following classes/certifications:

1. IFSAC Officer II Certification
2. ISO Certification
3. JATC Officer Certification
4. ICS 300 and 400 Classes

If no employee-candidate passes each portion of the assessment with a passing score of seventy-five per cent (75%) or more, the Employer may conduct a second assessment in which persons without employment experience with the Department may be candidates.

- 22.4** Candidates must pass each portion of the assessment with a passing score. A passing score is seventy-five percent (75%). A promotional candidate list with total scoring results will be posted. An eligibility list shall remain current for a maximum period of 24 months after the posting of the eligibility list.
- 22.5** The candidate with the highest score will be appointed to the vacant position. In case of a tie score, the most senior candidate shall be appointed.
- 22.6** The Union shall be permitted to review any tests, rating sheets, or eligibility lists used during the promotional process after the testing process. The Union may have an impartial observer during the testing process.

## **ARTICLE 23 – SAVINGS CLAUSE**

Should any provision of the Agreement be found in violation of any federal, state, or local law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

## **ARTICLE 24 – DURATION**

Unless otherwise stated, all provisions of this Agreement shall become effective upon the date of execution. It shall remain in full force and effect until and including December 31, 2021. See Appendix "A" for wage rates.

## **ARTICLE 25 – MEDICAL EXPENSE REIMBURSEMENT**

Upon notification from the Union of the desire of its members to begin participating in the Washington State Council of Firefighters Employee Benefit Trust (the "Trust"), and following completion of all documents required to participate in the Trust, the Employer shall withhold from each employee's base salary and contribute to the Trust a monthly amount of seventy-five dollars (\$75). Effective the first of the month following full ratification, the amount withheld and contributed to the Trust shall increase to one hundred fifty dollars (\$150) per month. Contributions shall be made on pre-tax basis, and shall be included in salary for purposes of calculating an employee's retirement contributions. The obligation to withhold and contribute employee's contributions to the Trust described in this section, and to account for such withholdings as reasonably required, shall be the Employer's only responsibility with regard to the Trust; the Employer will bear no responsibility for any management of Trust funds or affairs, and shall bear no liability for any benefits provided by the Trust.

## **ARTICLE 26 – LATERAL HIRES**

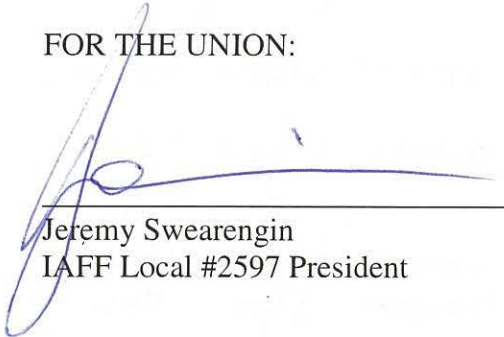
Firefighters hired from other agencies shall be given credit upon hire for their previous agency experience, up to nine (9) years for the following applications:

- Step placement upon hire, up to a maximum of Step 3, unless journey level which shall then be placed at Step 5,
- Vacation accrual, and
- Longevity placement.

Employees shall still serve a probationary period and shall be considered new hires for all other purposes.

IN WITNESS WHEREOF, the parties hereto have set their hands this 3rd day of April, 2019.

FOR THE UNION:

  
\_\_\_\_\_  
Jeremy Swearingin  
IAFF Local #2597 President

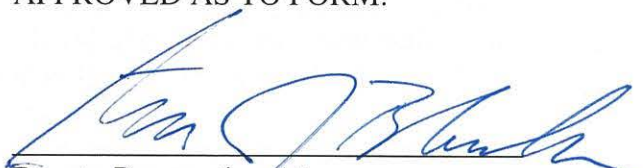
FOR THE COUNTY:

  
\_\_\_\_\_  
for Dave Somers  
Snohomish County Executive  
**ERIC PARKS**  
~~Deputy Executive~~  
  
\_\_\_\_\_  
Terry Ryan  
Council Chair

ATTEST:

  
\_\_\_\_\_  
Debbie Eco  
Clerk of the Council

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Deputy Prosecuting Attorney

 4/04/19  
\_\_\_\_\_  
Rob Sprague  
Chief Labor Contract Negotiator

COUNCIL USE ONLY	
Approved:	<u>4.3.19</u>
Docfile:	<u>D-2</u>

**APPENDIX A**

**A.1** **2018 Monthly Salary Schedule** - Effective January 1, 2018, the 2017 salary schedule shall be adjusted by a cost-of-living adjustment of four and three hundredths percent (4.03%). The salary schedule shall be as follows:

<b>JOB TITLE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
Fire Fighter (FF)	5,689.91	6,073.98	6,483.97	6,921.64	7,388.85
FireFighter/Mechanic Level I	5,974.40	6,377.67	6,808.17	7,267.72	7,758.29
	Note: 5%	Above	Firefighter	Class	Rates
Captain and FF/Mechanic Level (Lead) II	7,126.45	7,482.77	7,856.91	8,249.76	8,662.25

Calculation of Hourly Rates: Hourly rates for employees assigned to 24 hour shifts shall be calculated by multiplying the monthly rates by 12 and dividing by 2496 hours. Hourly rates for employees assigned to 40 hour workweeks shall be calculated by multiplying the monthly rates by 12 and dividing by 2080 hours.

**A.** **Anniversary Step Date Administration** - The Anniversary date for a step increase shall be the first day of the month as specified in this section. Current and newly hired employees will be administered as follows: effective dates between the first and the fifteenth of any month will have an anniversary date of the first of the month in which the hiring occurred; effective dates between the sixteenth and the end of any month will have an anniversary hire date of the first of the following month in which the hiring occurred. (Example: An employee hired on February 16 would have an anniversary step date of March 1 of the following year. An employee hired on February 10 would have an anniversary step date of February 1 of the following year.)

Firefighter/Mechanic I and Firefighter/Mechanic II anniversary date will be established hereafter as the date of certification and advancement to the next step based on qualifications (A.1.C) or annually as stated above.

**B.** In the event any employee leaves the employment of the Employer prior to the execution date of this agreement, no retroactive payments shall be made.

**C.** Step administration for firefighter/mechanic positions shall be administered as follows:

The Employer may fill the positions of Firefighter/Mechanic I and Firefighter/Mechanic II at a pay step greater than step 1, based upon EVT Fire Apparatus Technician Level Certification track qualifications.



1. Advancement to Step 2 pay grade shall occur upon successful completion of Emergency Vehicle Technician (EVT) Level One Training as defined by the National EVT Certification Commission.
2. Advancement to Step 3 pay grade shall occur upon successful completion of Emergency Vehicle Technician (EVT) Level Two or current ASE Medium/Heavy Truck Technician.
3. Advancement to Step 4 pay grade shall occur upon successful completion of Emergency Vehicle Technician (EVT), Fire Apparatus - Level Three Training as defined by the National EVT Certification Commission, and attainment of EVT Master and ASE Master/Heavy Truck Technician Certifications.
4. Advancement to Step 5 pay grade shall occur after the completion of one year of satisfactory service after attainment of Step 4 above.

**A.2 2019 Monthly Salary Schedule** - Effective January 1, 2019, the 2018 monthly salary schedule shall be increased by three and sixty-five hundredths percent (3.65%). The salary schedule shall be as follows:

<b>JOB TITLE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
Fire Fighter (FF)	5,897.59	6,295.68	6,720.63	7,174.28	7,658.54
FireFighter/Mechanic Level I	6,192.47	6,610.46	7,056.67	7,532.99	8,041.47
	Note: 5%	Above	Firefighter	Class	Rates
Captain and FF/Mechanic Level (Lead) II	7,386.57	7,755.89	8,143.69	8,550.88	8,978.42

**A.3 2020 Monthly Salary Schedule** - Effective January 1, 2020, the 2019 monthly salary schedule shall be increased by ninety percent (90%) of the CPI-W (Seattle-Tacoma-Bremerton, June 2018 to June 2019).

**A.4 2021 Monthly Salary Schedule** - Effective January 1, 2021, the 2020 monthly salary schedule shall be increased by ninety percent (90%) of the CPI-W (Seattle-Tacoma-Bremerton, June 2019 to June 2020).

**A.5 EMT Stipend** - For employee maintenance of EMT certification: \$90.00 per month

**A.6 Deferred Compensation (in lieu of FICA)** - Employees will receive a deferred compensation match, dollar-for-dollar, of three percent (3%) of monthly base wage.

**A.7 Longevity Pay** - Employees will receive longevity pay in addition to their monthly base pay, according to the following schedule:

After completion of 5 yrs - 1.0% of the employee's base wage

After completion of 10 yrs - 1.5% of the employee's base wage

After completion of 15 yrs - 2.0% of the employee's base wage

After completion of 20 yrs - 4.0% of the employee's base wage

After completion of 25 yrs - 5.0% of the employee's base wage