

Collective Bargaining Agreement

By and between

Snohomish County Fire District 21



and

Arlington Professional Fire Fighters IAFF

Local 3438

“Arlington Rural Unit”



2025-2027

Effective January 1, 2025 through December 31, 2027

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2019-2021

COLLECTIVE BARGAINING AGREEMENT

PREAMBLE

PRE-1. This agreement is entered into by and between Snohomish County Fire Protection District #21, hereinafter referred to as the "District" (1) and Local 3438, International Association of Fire Fighters, herein after referred to as the "Union".

PRE-2. It is the purpose of this agreement to achieve and maintain harmonious relations between the District and the Union; to provide for equitable and peaceful adjustments of differences, which may arise, and to establish proper standards of wages, hours and conditions of employment for members of the bargaining unit.

Article 1: Recognition

- 1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for all regular full-time uniformed Fire And Emergency Medical Service employees of Snohomish County Fire District 21, excluding the Chief, deputy and division chiefs, confidential employees, part-time employees, per diem personnel and non-uniformed employees..

Article 2: Non-Discrimination

- 2.1 The Employer and the Union agree to abide by state and federal laws pertaining to discrimination of employees or applicants for employment, provided, however, that violations of this Article shall not be subject to the grievance procedure if the aggrieved party or the Union initiates administrative or civil proceedings involving substantially the same allegations of discrimination, and provided further, that any grievance award based on this Article shall not be enforceable if the grievance or Union thereafter initiates such administrative or civil proceedings.
- 2.2 The District agrees there shall be no discrimination, interference, restraint or coercion by the District against any employee for their activity on behalf of, and/or membership in, the Union.

Article 3: Union Security

3.1 All employees who are, or who here after wish to become members in good standing in the union on or after the effective date of this agreement, shall identify their membership in good standing in the union by completing and submitting the union's "Opt-In" form.

3.2 Any employee may revoke his or her authorization for payroll deductions of payments to the Union by a written notice to the Employer. Every effort will be made to end the deduction effective on the first payroll, but no later than the second payroll, after the Employer's receipt of the employee's written notice.

3.3 The Union will indemnify the Employer against any and all liability that may arise by reason of the deduction by the Employer of money for Union membership dues from an employee's wages in accordance with employee authorizations furnished to it by the Union.

3.4 The Employer shall deduct from the pay of employees covered by this Agreement, upon their voluntary written authorization, the dues and fees of the Union, and shall remit to said Union all such deductions monthly. The Union shall indemnify, defend, and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of any deduction of dues and fees for the Union. Changes in the amount of said deduction shall be made twice annually, January 1 and July 1. Exceptions shall be for new employees, as needed. The Union shall refund to the Employer any amounts paid to it in error upon presentation of proper evidence thereof.

Article 4: Union Business

- 4.1 The District shall provide space for bulletin boards for Union Business in each fire station at convenient locations accessible to the employees.
- 4.2 The Union shall be allowed to hold its regular monthly meetings at a mutually agreed upon time and place by the Local. Additional special meetings may be permitted based upon availability. On-duty personnel may attend the meetings and shall remain in-service and alarm ready.

Article 5: Management Rights

- 5.1 All the functions, rights, powers, and authority that are not specifically abridged, delegated, or modified by this Agreement are recognized by the Union as being retained by the Employer. These rights include, but are not limited to the following:
 - (a) To maintain efficiency and to make, alter, and enforce reasonable rules and regulations to be observed by employees, provided such rules and regulations are not contrary to the terms and conditions set forth in this Agreement.
 - (b) To direct, hire, promote, demote, transfer, and for just cause suspend, discipline or dismiss employees.
 - (c) To evaluate jobs, classify positions, establish qualifying requirements of employees and specify employee duties.
 - (d) To manage and operate the service in all respects and without restricting the generality of the foregoing, to determine the number and location of establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of instruments and equipment to be used; to select, control, and direct the use of all materials required in the operation of services to be provided and performed; to schedule work; to make, alter, and enforce regulations governing the use of materials, equipment, and services as may be deemed necessary by the Employer, provided that such regulations are not contrary to the terms and conditions set forth in this Agreement.
- 5.3 The Employer and the Union agree that the statement of management rights contained in this Article 4, shall be for illustrative purposes only and is not to be construed or interpreted so as to exclude those prerogatives not mentioned which are inherent to management including those prerogatives granted by law. It is the intention of the Employer and the Union that the rights, powers, authority and functions of management shall remain exclusively vested in the Employer, except insofar as expressly and specifically surrendered or limited by the express provisions of the Agreement. The exercise of these rights shall not be subject to the grievance procedure of this Amendment

Article 6: Entire Agreement

- 6.1 The Agreement expressed here, in writing, constitutes the entire agreement between the parties. It is agreed that this document contains a full and complete agreement on all bargainable issues between the parties hereto and for all whose benefit this Agreement is made, and no party shall be required during the term of this Agreement to negotiate or bargain upon any issue referred to or covered in this agreement except as otherwise specified herein. While those letter of intent and/or Memorandum of Understanding (MOU's) executed concurrent with this Agreement are not specifically part of the Agreement, they represent the continuing intent of the parties to abide with their terms during this Agreement. All MOU's and letters of intent shall be gathered and reviewed to determine future disposition. This paragraph does not waive the right to bargain over any subject matter not covered in this Agreement with regard to changes in wages, hours, or working conditions as required by law. The Union agrees to abide by and support District rules and regulations, and to provide input, where requested, in the development of those rules and regulations.

Article 7: Savings Clause

- 7.1 Should any provision of this agreement or the application of such provisions be rendered or declared invalid by a court of final jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this agreement shall remain in full force and effect. In such event the parties agree to as soon as practical to negotiate the provision or provisions declared invalid.

Article 8: Payroll Deductions

- 8.1 Employees shall have the ability to make regular uniform donation to the IAFF and WSCFF Political Action Committee (PAC) through regular payroll deductions. Requests to begin or end such voluntary donations shall be made in writing by the employees. Such donations shall be forwarded monthly to the Union and will be accompanied by a list of names and employees affected and the amount transmitted with regard to each.

Article 9: Work Stoppage / No Strike Provision

- 9.1 The District and the Union agree that the public interest requires the efficient and uninterrupted performance of all services, and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective. The Union shall not cause or condone, and the employees shall not engage in any work stoppage, strike, slow down, mass resignation or absenteeism or other interference with District functions and should same occur, the Union agrees to take appropriate steps to end the interference. Should any job action occur within the geographic jurisdiction of the District, employees may be required to cross an established picket line to perform emergency or non-emergency activities. The District agrees to meet at the Union's request to establish a temporary procedure for non- emergency activities.

Terms of Conditions of Employment

Article 10: Safety Committee

- 10.1 In accordance with WAC 296-305 there shall be a joint Safety Committee. The make-up of the Safety committee shall be by mutual consent of the Union and the District. The committee shall meet at least once each calendar quarter, or more often as agreed, to discuss appropriate matters concerning health and safety. The committee shall make its findings and recommendations to the Chief.

Article 11: Labor Management Committee

- 11.1 The District and the Union recognize that cooperation between labor and management is consistent with the purpose of this Agreement and therefore agree to jointly maintain and support a Labor Management Committee.
- 11.2 The coordinators of the Labor Management Committee will be the President or designee of the Union and the Fire Chief or their designees. There will be up to three (3) representatives of the Union and three (3) representatives of the Employer.
- 11.2.1 Meetings of the Labor Management Committee shall take place at least quarterly; however, at the request of either coordinator additional Labor Management Committee meetings may be called. Committee meetings shall be scheduled at mutually agreeable times and places.
- 11.2.2 A proposed agenda shall be jointly prepared by the coordinators and distributed to all members prior to each meeting. Unless otherwise agreed, minutes shall be kept of the meetings and copies submitted to each of the coordinators for approval. Approved meeting minutes shall not be considered confidential and may be distributed to the general membership of the department.
- 11.2.3 Bargaining Unit members will not be compensated for time spent in the meeting(s) exclusive of their regularly scheduled work hours. The District and the Union will attempt to make arrangements to allow any committee member on-duty to participate in the scheduled meetings.
- 11.2.4 It shall be understood that any matter that has been made the subject of a formal grievance under the terms of the Labor Agreement shall be excluded from discussion within the Labor Management Committee, and furthermore, discussions held during Labor Management Committee meetings shall not be considered as having fulfilled any portion of the grievance procedure, including filing or notification.
- 11.2.5 It is understood that (unless otherwise agreed) the work of the Labor Management Committee shall in no way add to, subtract from, alter, or amend the labor agreement.

Article 12: Grievances

- 12.1 **Definition** - A grievance is any dispute between the Employer and an employee or the Union that may arise because of interpretation, application, or alleged violation of any specific terms or provisions of this Agreement. Whenever possible, grievances should be settled on an informal basis with an employee's immediate supervisor.
- 12.2 Grievances may be processed through the Grievance Procedure. The choice of the administrative process shall preclude the utilization of the other.
- 12.3 **Step 1** - If the grievance cannot be settled informally, the grievant shall present his/her grievance to the Union Vice President, who may appoint a committee to inquire into the facts and/or circumstances of the complaint. If the complaint is found to be valid, the Vice President and/or grievance committee shall, within twenty-one (21) calendar days of the act giving rise to the complaint, or when the grievant should have reasonably known of the act giving rise to the complaint, submit the grievance in writing to the Fire Chief or designee. The written grievance shall include the following information:
- a. The Article(s) of the Agreement allegedly violated
 - b. The facts of the matter
 - c. The remedy sought
- 12.4 The Fire Chief or his/her designee shall issue a written response including his/her decision and reasons therefore within fifteen (15) calendar days of receipt of the complaint. If settlement is not reached, the grievant may submit an appeal of the grievance to the board of Commissioners for further consideration. Such appeal, including all paperwork pertinent to the case, shall be submitted within fifteen (15) calendar days of the Fire Chief or designee's decision.
- 12.5 **Step 2** - The Commission Chair or designee shall investigate the matter and issue a written response within Thirty (30) calendar days of his/her receipt of the grievance.
- 12.6 If settlement is not reached in Step 2, the Union may submit the matter to mediation by providing notice to the Employer of the desire for mediation in the notice of appeal provided for in Step 2 or may submit the matter directly to arbitration according to Section 12.7 below. Within twenty-one (21) calendar days of the Union's notification to the Employer of the Union's desire to mediate, the two (2) parties shall agree upon a mediator drawn from a panel of neutral mediators trained in grievance mediation. Such mediator may be from PERC or other public or private mediation service. The mediator will attempt to assure that all necessary facts and considerations are disclosed but will not have authority to compel resolution of the grievance. The parties will not be limited solely to the facts and arguments presented at the 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.

- 12.7 **Arbitration** - The Union may notify the Employer within fifteen (15) calendar days) of the Board of Commissioners or designee's decision, or, if mediation is used, the end of mediation, in writing of the decision to submit the matter to arbitration and the parties shall submit a joint request to the FMCS or other mutually agreed to arbitration organization for a list of seven (7) arbitrators from which the parties shall select a neutral using the traditional striking method. The initial strike shall be determined by coin toss between the two parties. Nothing herein shall prevent the parties from mutually agreeing to another method of arbitrator selection.
- 12.7.1 The arbitrator thus chosen shall hear both sides of the issue in closed hearing and shall issue a decision which shall be final and binding to both parties within thirty (30) calendar days.
- 12.7.2 The arbitrator shall be limited to determining whether there has been a violation, misinterpretation, or improper application of the terms and conditions of this Agreement and the appropriate remedy.
- 12.7.3 Expenses and compensation for arbiter services and the proceedings shall be shared equally by both parties; provided, however, that each party shall be completely responsible for all costs of preparing and presenting its own case, including attorneys' fees. If either party desires a record of the proceedings, it shall solely bear the costs of obtaining such records.
- 12.7.4 It is the intent of the parties that all time limits shall be complied with; provided, however, time limits may be extended by mutual written consent of both parties.
- 12.7.5 If no response is received from the Employer by the end of the time limit for its consideration of the grievance, the grievant, or where applicable under Sections 12.6 and 12.7 above, the Union, may advance the grievance to the next Step.
- 12.7.6 If the grievant does not meet the time limits prescribed for its action, the grievance shall be considered withdrawn.

Article 13: Discipline and Discharge

- 13.1 Employees may be disciplined or discharged for just cause. Consistent with the concept of just cause, discipline should be applied at progressive and escalating levels to allow the employee proper notice of misconduct and an opportunity to improve performance, and shall be appropriately based on the employee's prior record of service, length of service, severity of offense, and prior record of discipline. Provided, however, progressive discipline is not required for certain acts as set forth in applicable law.
- 13.2 The parties shall endeavor to handle any concern at the lowest level of the chain of command.
- 13.3 Disciplinary action by the Employer shall be issued within fifteen (15) business days after a disciplinary hearing is held as provided herein.
- 13.4 An employee shall have the right to a Union representative at all meetings with the Employer when the employee reasonably believes that discipline may result. If a Union representative requested by an Employee is not immediately available to attend the meeting, the meeting shall be postponed until such time as a Union representative is available. Exceptions may be made in situations where the Employer reasonably believes immediate action is necessary due to the severity of the offense; however, the Employer shall make a reasonable attempt to contact the Union to advise them of the meeting prior to the meeting taking place.
- 13.5 Except in cases of verbal warning and upon request of the Union, the Union shall be provided a copy of any written warning and all relevant discoverable documents (per applicable law) the Employer has in its possession. In addition, the Employer shall hold a disciplinary hearing no sooner than ten (10) business days and no later than twenty-five (25) business days from the time the Fire Chief or Assistant Chief was notified or became aware of the alleged violation. At this hearing, the employee and the Union will be given an opportunity to present their side of the issue.
- 13.6 All discipline shall be subject to the grievance procedure.

Article 14: Reduction in Force/Return Rights

- 14.1 In case of personnel reduction, the employee with the least seniority in the job classification/rank affected by the reduction shall be laid off first. Each employee laid off shall be placed on a reserve list in order of lay off. Available positions shall be filled from the reserve list on a laid-off first hired basis before persons outside the list are hired. The District's obligations to the above shall end twenty-four (24) months after the employee's layoff to be eligible for rehire from the list. Personnel on the reserve list shall ensure the District has current contact information; failure to respond to a recall request made to such contact address and/or phone within five (5) business days shall be deemed an employee's rejection of the opportunity to return, and the District shall be entitled to move to the next person on the reserve list.

The employer shall notify the Union President in writing within ten (10) calendar days of the decision to layoff. This notification allows the Union to request to bargain the impacts and effects of the layoff decision.

- 14.2 The employer shall notify affected personnel no less than thirty (30) calendar days prior to the effective date of any layoff.
- 14.3 The District reserves the right to ascertain that returning employees are fully qualified to resume work. Medical exams may be administered to those returning employees where there is objective evidence the employee may not be physically fit.
- 14.4 Former bargaining unit members who have been promoted and/or appointed to a non-represented position will have a limited right to return to a bargaining unit position, as set forth herein. This right of return to the bargaining unit will not apply to anyone holding a non-represented promotional and/or appointed position, and who was not formerly a member of this bargaining unit.
- 14.5 This Article applies only to employees who have held permanent status in a position included in this bargaining unit prior to their promotion or appointment to a non-represented position.
- 14.6 An employee must request to return to the bargaining unit in writing within the first 18 months after they have left the bargaining unit as a result of a promotion or an appointment into a non-represented position. The request to exercise return rights must be communicated in writing by the employee seeking to exercise his or her return rights to both the Fire Chief and to the Local President. If a written request to return to the bargaining unit is not made by an employee within 18 months after they have left this bargaining unit as a result of a promotion and/or an appointment, the return rights set forth herein will be permanently forfeited.
- 14.7 Employees terminated for just cause from their non-represented position will not have return rights. Provided that the employee has not been terminated for just cause, the employee may request to return to the bargaining unit either because

the employee's non-represented position is being eliminated due to lay off, etc. or because the employee has decided voluntarily that they would rather return to a bargaining unit position.

- 14.8 Non-represented employees can only return to a bargaining unit position if such a position is vacant. In other words, non-represented employees cannot "bump" a represented employee out of a position in order to return to the bargaining unit. A proposed return to the bargaining unit of a non-represented employee also cannot cause any layoffs of any current bargaining unit members.
- 14.9 If a non-represented employee makes a written request to return to the bargaining unit within 18 months after they have left the bargaining unit as a result of a promotion and/or an appointment, they will be eligible, if they meet the other requirements set forth in this Article, to exercise their return rights with respect to any positions that are vacant at the time of the request and/or with respect to any future bargaining unit vacancies that occur within 18 months after the request is made.
- 14.10 A non-represented employee seeking to return to the bargaining unit must be qualified to serve in any vacant bargaining unit position regarding which the employee is seeking to exercise his or her return rights.

Article 15: Promotions Within the Bargaining Unit: LT, CAPT, BATT

15.1 Until further development of future positions within the bargaining unit, eligibility for Officer will include letter of intent, resume and three(3) years of Full Time fire service experience at the rank below position being tested for.

15.2 Any employee promoted shall serve a probationary period of twelve (12) months. Promoted employees will be evaluated on at least a quarterly basis by the fire chief.

15.3 The District and the Union agree that announcements of promotional exams shall be posted at all District Fire Stations in accordance with the timeframes discussed and agreed upon by the Department and Union through the regular Labor-Management meeting process.

15.4 Relevant study materials shall be made available to interested employees at the time of posting and checked out through Fire Administration. Materials must be returned in the condition issued. Any lost or damaged materials shall be the financial responsibility of the employee.

15.5 In the event that no promotional candidate passes the promotional examination, the District and Union agree to meet and confer about an alternative process

15.6 In the event a daytime Officer position is established the District and Union will negotiate and agree upon the requirements and duties to be performed by position.

15.7 Requirements for officer positions will be

Lt: FF1, FF2, HMO, ISO, Blue Card, ICS 100 200 700 800, Instructor 1, Building construction for the Tactical Leader.

Captain: All Lt requirements and Officer 1 and NFA Leadership in Supervision Series, ICS 300 400.

Battalion Chief: HazMat IC, Fire Officer 2, Instructor 2

Promoted members will have their 12 month probation to complete requirements if promoted before June 1, 2025. After this date, all requirements will be needed to test.

Article 16: Probationary Period

- 16.1 All newly hired full time employees shall serve a one (1) year probationary period. Probationary employees will be evaluated on at least a quarterly basis. The Union may represent probationary employees during their probationary period, except that probationary employees may not appeal discharge under the term of this Agreement. Probationary employees may be terminated without cause.
- 16.2 Promoted employees shall be subject to a twelve (12) month evaluation period. In the event a promoted employee does not successfully complete said evaluation period, the employee shall be returned to his/her former rank and appropriate rate of pay.
- 16.3 Employees serving an initial evaluation period shall receive written performance appraisals on or about every ninety (90) days during said period(s) by the Fire Chief or designee.
- 16.4 Employees with the same date of hire shall be assigned a seniority order, based on the individual's total score from the entire testing process of the employer. The higher the total score, the higher the seniority ranking.

Article 17: Education / Certifications – EMT's

- 17.1 All Employees covered by this agreement are required to obtain and/or maintain an Emergency Medical Technician Certification.
- 17.2 All Employees covered by this agreement are required to obtain and/or maintain Firefighter 1,2 and Hazmat Operations.
- 17.3 The District agrees to pay the cost(s) of all EMT certification and recertification classes and tests taken by the employee.
- 17.4 Employees taking required EMT courses shall be allowed sufficient time off with pay to attend those classes should the scheduling of these classes coincide with the employee's normal work schedule.
- 17.5 When employees are required to attend continuing education or training classes, while not on shift, they shall be compensated at the rate of time and one-half of the employee's regular hourly salary for each hour spent in class or training sessions.
- 17.6 The District agrees to provide all employees equal opportunity to recertify. Failure to obtain or retain certification within 6 months of expiration of the certification may result in disciplinary action up to and including termination.

Article 18: Seniority

- 18.1 Seniority shall be determined by classification based on continuous full-time service with the Fire Department (Fire District #21) from the date of hire (except for purposes of layoffs as defined in Article 13.1). Continuous service shall only be broken by resignation, discharge, leave of absence, retirement or a layoff.
- 18.2 Employees with the same hire date shall be assigned to the seniority list in order of their ranking on the hiring list on the date of hire. During the period that any employee is on an authorized leave-of-absence without pay or on layoff status, seniority shall not accrue. Upon returning to work after such leave or layoff, the employee shall be granted the level of seniority previously accrued.
- 18.3 A seniority list shall be maintained by the employer and shall be brought up to date prior to January 31st of each year. It will show the date of hire and date promoted.

Article 19: Drug and Alcohol-Free Workplace

- 19.1 Shall be in accordance with Appendix B.

Article 20: Personnel File Management

- 20.1 Subject to state and federal law, the Employer agrees that the contents of the employees' personnel file shall be kept confidential and shall restrict the use of any information contained in the file to internal use in the district, unless otherwise agreed to by the employee or required by law.
- 20.2 Employees shall be allowed to view, in its entirety, their personnel files by appointment with the Employer at a mutually convenient time. The employee shall also be allowed to copy, in whole or in part, any information contained in their file on an annual basis.
- 20.3 An Employee shall have the right to allow members of the Union Executive Board, or their designee, to view their file on their behalf. The Employee shall be required to submit a written release form to the person responsible for maintaining personnel files.
- 20.4 Nothing contained in this article shall restrict employees the right to use the grievance process, or the Union's statutory right to receive information necessary and relevant to its collective bargaining responsibilities and duties, after giving notice to the affected employees.
- 20.5 Employees shall be allowed to submit into their file comments or information that reasonably rebut or clarify information contained therein relating to reprimands, demotion, discipline or investigations.
- 20.6 Notices of all disciplinary action against any members shall be forwarded to the Union President regardless of the member requesting representation.
- 20.7 Members of Local 3438 have the right to remove any "Verbal Reprimand" by request if no other offences have occurred from their personnel file after one (1) year, twelve (12) months from the documented date of the verbal reprimand issued.

Article 21: Merger, Acquisitions, alliances or consolidation

21.1 In the event the District elects to combine, consolidate, acquire, or relinquish any fire or EMS services during the term of this agreement, the District shall negotiate the effects of such action(s) with the Union pertaining to the wages, hours, and working conditions of the resent members of the bargaining unit.

Article 22: Scheduled Leave Threshold and Staffing Level

22.1 No more than one (1) twenty-four (24) hour Shift Employee may take Scheduled Leave for a given shift; provided, however, there may be a total of ten (10) days per year per shift in which two (2) twenty-four (24) hour shift employee may take Scheduled Leave for a given shift. The term “Scheduled Leave” includes any form of leave which is scheduled in advance (e.g., vacation leave, or kelly shift), but shall not include sick or other types of leave scheduled in advance.

22.2 The District will staff each twenty-four (24) hour period with the following minimum staffing:

22.2.1 If the District employs five (5) to seven (7) full-time firefighters, the District will staff each shift with at least one (1) full-time firefighter and three (3) part paid firefighters, and two (2) of those employees shall be classified as drivers.

22.2.2 If the District employs eight (8) or more 24 hour shift full-time firefighters, the District will staff with at least two (2) full-time firefighters and three (3) part paid firefighters, and two (2) of those employees shall be classified as drivers.

22.3 The District will staff apparatus with the following minimum staffing:

<u>Apparatus Type</u>	<u>Number of Employees</u>
Engine	Two(2) employees, including at least one (1) full-time firefighter and one (1) part paid firefighters, one (1) of those employees shall be a certified driver
BLS Unit	Two (2) employees

Article 23: Hours of Work

23.1 Shift Employees shall be assigned to work a 48/96 schedule.

23.1.1 The standard shift shall begin at 0700 and run for forty- eight (48) consecutive hours, followed by ninety-six (96) hours off. A twenty-four (24) day FLSA work cycle shall be used for twenty-four (24) hour employees. The Kelly cycle shall commence in the first Kelly cycle after January 1st of the next calendar year.

23.1.2 182 hours is the FLSA threshold for the 24 day work cycle, but the members agree to make sure they have time off in each work cycle, even if that means they need to schedule vacation time in a cycle that doesn't have a Kelly day.

23.1.3 Shift employees shall receive a total of fourteen (14) Kelly days off per year. January 1 of 2027 shift employees will gain 1(one) Kelly day for a total of 15 (fifteen) per year, one for each 24 day Kelly cycle.

23.2 Daytime Employees shall work either an eight (8) hour work shift consisting of five (5) consecutive workdays, followed by two (2) consecutive days off, or a ten (10) hour shift consisting of four (4) consecutive workdays followed by three (3) days off.

23.2.1 The standard schedule for each eight (8) hour shift shall begin on Monday mornings at a 0800 and end at 1700, and each ten (10) hour shift shall normally begin on Monday mornings at 0700 and end at 1700 hours, unless otherwise mutually agreed upon by the Local and the District consistent with the provisions of the Fair Labor Standards Act.

23.3 Should any other work schedules be proposed by management, the Local and District agree to meet and bargain the impact of any proposed changes.

Article 24: Working Out of Classification

- 24.1 Any employee covered by this agreement who is required to accept the responsibilities and duties of a rank above that which the employee normally holds shall be paid at the next higher rate, while so acting.
- 24.2 If the temporary vacancy of an Officer position exists, the temporary vacancy shall be filled by the highest-ranking employee on the Officer's promotional list established by the fire district
- 24.3 If a permanent vacancy exists, the vacancy shall be filled through promotion, no later than the ninety (90) days after vacancy of the position occurs.

Article 25: Shift Exchange

- 25.1 Shift Employees shall have the right to exchange shifts or to have shift fill-ins when the exchange does not interfere with the operation of the fire department. Shift exchanges and shift fill-ins shall result in no additional cost to the District. Shift exchanges shall be considered as substitutions under FLSA 29 U.S.C. 207 (P), and the District shall have no obligation to keep records of such exchanges or to revise hours of work to reflect the substitution. Shift fill-ins are to be considered for partial shift exchange, five (5) hours or less.
- 25.2 Request for shift exchanges and shift fill-ins shall be in writing and submitted to the Shift Employee's immediate supervisor for approval forty-eight (48) hours prior to the effective date. Emergency applications of less than forty-eight (48) hours may be considered by the immediate supervisor.
- 25.3 Requests for shift exchanges denied shall be answered in writing stating the reason for denial.
- 25.4 A Shift Employee who agrees to a shift trade and subsequently fails to complete the trade shall be held responsible for the hours agreed to, as follows:
 - 25.4.1 A Shift Employee who fails to report for an agreed upon shift trade that results in overtime to fill that shift shall be charged the equivalent incurred cost of the employer for replacement out of their sick bank in hours at a rate of 1 ½ hours for each hour not worked (i.e. overtime replacement 24 hours equates to 36 hours vacation). If no overtime is incurred, then the rate for sick shall be the rate of 1 hour for each hour not worked.
- 25.5 Starting on November __, 2021, Shift Employees shall be eligible for a shift selection ("shift bid") process based on seniority; provided, however, the District has the management right to move members, in its sole discretion, based on needs within the District. This shift assignment will last for the duration of this Agreement, subject to adjustments below. a period of two (2) years.
 - 25.5.1 Probationary positions shall be assigned by the District. Shift Employees may be displaced in order to facilitate the needs of training probationary employees.
 - 25.5.2 Shift Employees may request to change shifts by submitting a letter of request to the Fire Chief, including the reason(s) for the request. The request may be granted if, in the District's sole discretion, the exchange of shifts meets the goals and needs of the District. In accommodating the request, the District shall incur no expenses. This

means individuals shall be willing to accept the other's vacation/debit days or coordinate the exchange with the vacation selection process.

25.5.3 Any open station assignment, due to retirement, promotion, demotion, dismissal, or other reasons creating a vacancy, shall be filled by the District on a seniority basis. All eligible Shift Employees, except those on probation, shall have the right to bid for this open position.

25.5.4 The District may modify shift schedules for discipline or performance issue.

25.5.5 The District may assigned its employees to stations within a shift in its sole discretion.

25.6 Except in the case of probationary employees, discipline, performance issues, or a shift request, the District shall provide a Shift Employee ten (10) days' notice before changing the shift to which a Shift Employee is regularly scheduled to work. If the District changes the shift to which a Shift Employee is regularly scheduled to work, the District shall not again change the shift to which that Shift Employee is regularly schedule to work for a period of at least sixty (60) days, except in the case of probationary employees, discipline, performance issues, and shift requests.

Article 26: Salary Schedule

- 26.1 The classification of positions covered by this and corresponding rates of pay shall be set forth in Appendix “A” which is attached hereto and made a part of this agreement.

Article 27: Deferred Compensation

- 27.1 The District agrees to provide a Deferred Compensation plan during the term of this agreement. Employee participation shall be voluntary.
- 27.2 Effective upon the signing of this agreement, the District agrees to match the employee participant's contribution to the deferred compensation program up to a maximum of six percent (6%) of the employee participant's monthly wage. The contribution will occur on a monthly basis only. The employee participant shall notify the District of any changes in contribution at intervals established by the District. Such change in contributions shall be allowed at least once every six (6) months. Change requests in the contribution amount shall take place in the month requested and continue until the employee participant requests another change request.
- 27.3 The combined maximum contributions of the plan participant of the District shall not exceed the maximum deferral limits of Section 457(b) plans as established by the Internal Revenue Service.

Article 28: Basic Rate, Overtime and Callback

- 28.1 For the purpose of calculating the regular hourly rate of pay which shall apply to excess hours of work (overtime), the established monthly salary (regular pay pursuant to FLSA, including paramedic differential, longevity pay and educational incentive) of each employee shall be multiplied by twelve (12) to obtain the annual salary, which shall then be divided by 2584 for Shift Employees and by 2080 for Daytime Employees. In 2027 the hours for shift employees will be reduced by 24 hours to 2560.
- 28.2 All overtime must be approved in advance by the Fire Chief or responsible designate, except in an emergency situation.
- 28.3 Approved overtime shall be paid for on the basis of one and one half (1 1/2) times the employee's regular hourly rate of pay as calculated above in section 27.1.
- 28.4 Except in emergencies or inability to find a member to fill a shift, or mandatory training that cannot be reasonably scheduled during a normal shift, overtime shall be voluntary.
- 28.5 Overtime shall be paid for any work authorized or required and performed in excess of the employee's scheduled work hours.
- 28.6 The mutually agreed upon overtime policy shall be followed when filling overtime vacancies.
- 28.7 An employee who has left work and is called back to work after completing an assigned shift shall be compensated a minimum of one (1) hour at one and one-half times his base hourly rate. Any employee may be required to work the minimum time at duties previously assigned. The aforementioned one (1) hour minimum shall not apply to employees held over for an alarm past termination of their scheduled shift.
- 28.8 For the purposes of calculating the Fair Labor Standards Act (FLSA) overtime for regular hours worked, a twenty-four (24) day work period shall be established for the Shift Employees. A seven (7) day work period shall be established for Daytime Employees.
- 28.9 No overtime shall be compensated for up to fifteen (15) minutes hold – over time either before or after an employee's shift as such time is included in the calculation of the base rate. Holdover time in excess of fifteen (15) minutes shall be compensated to the nearest fifteen (15) minute increment.
- 28.10 Call back shall be conducted in a manner that is mutually agreeable to both the Union and the District. Whenever a full-time position with the fire department, normally filled by a fulltime employee, becomes vacant for any reason, (illness, injury, educational reasons or leave of any type) and is to be replaced by call back, the position that created the overtime shall be the position that is hired back.

Article 29: Longevity Pay

- 29.1 Employees covered by this agreement shall receive Longevity Pay based on the employee's monthly salary.
- 29.2 The District agrees to pay Longevity according to the following schedule upon satisfactorily completing the required years of service. Longevity shall be based on the employee's date of hire on full time status.
- 29.3 Longevity Pay Schedule:
- Completion of 7 years = 2.5%
 - Completion of 10 years = 5%
 - Completion of 15 years = 7.5%
 - Completion of 20 years = 10%

Article 30: Educational Incentive Compensation

- 30.1 Eligible employees shall be entitled to receive, in addition to their monthly salary, monthly Educational Incentive Compensation in accordance with the following:

Job Related College Degree	Educational Compensation:
Degree: Associate degree or above	1% of base pay
Degree: Bachelor's Degree	3% of base pay

Job related college degree shall mean degree acquired at any accredited college or University in the following fields of study or an allied field of subject to the approval of the Fire Chief.

1. Fire Command Administration
 2. Fire Science
 3. Fire Service Administration
 4. Public Administration
 5. Paramedic Major
 6. ATA Fire Technology or any Fire service-related ATA
- 30.2 Employees taking fire service-related college courses (core classes), towards an Associate's Degree shall, with prior approval from the Fire Chief, be reimbursed fees paid for tuition and class required books, upon successful completion of the course. Successful completion shall mean that the employee's grade for the course is 2.0 or above. If the course uses a pass/fail grading method the "pass" shall be considered successful completion. Tuition reimbursements shall be paid at a rate not to exceed that charged by Washington State operated schools of Higher Education. Course material(s) purchased by the District shall remain the property of the District. District reimbursement of college tuition and book costs for those courses applied towards a bachelor's degree shall be reimbursed by the district.
- 30.3 Employees participating in the District reimbursement of college tuition and book costs, as defined and in accordance with Article 32 above, shall, in the event of employment termination with Snohomish Fire District #21 regardless of reason or party initiation, be required to pay restitution for all costs that were incurred and paid by the district during the five (5) years prior to the termination date. Reimbursement shall be calculated at a rate of 20% per year for each year less than five (5) years, from date of official notification of successful course completion to the date of employment termination. Reimbursement shall be made from the employee's final paycheck and/or severance pay.

Article 31: Compensation at Retirement, Dismissal, Resignation or Layoff

- 31.1 Any employee who retires, is dismissed, resigns or is laid-off is eligible and shall be compensated accordingly for all accumulated overtime, compensatory time, earned holiday time and vacation time at the employee's current rate of pay. In the event that an employee passes away during the duration of this agreement said vacation and holiday compensation shall be paid to the estate of the deceased employee or as otherwise required by law.

Leave (Time Off) Benefits

Article 32: Holidays

32.1 The District and Union agree to recognize these ten (10) Holidays every year

Holiday	Date Observed
New Year's Day	January 1st
Martin Luther King Day	3rd Monday of January
President's Day	3rd Monday of February
Memorial Day	Last Monday of May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Friday following Thanksgiving
Christmas Day	December 25th

32.2 The district shall pay forty-eight (48) hours of straight pay to each employee in lieu of holiday pay. This shall be paid on the November check of the corresponding year.

Article 33: Vacation Leave

- 33.1 Employees shall earn vacation allowances and shall be eligible for paid vacation time as follows:

Completed Years of Service	Hours Per Month	Hours Per year
1-5	16.0	192
6-10	20.0	240
11-19	22.0	264
20 plus	26.0	312

- 33.2 The maximum allowable accumulation of unused vacation time shall not exceed two hundred (200) hours at each employee's anniversary date. However, should an employee's accumulated vacation hours exceed the maximum allowable accumulation, the District may buy out the vacation time or schedule mandatory vacation time, in hourly increments consistent with the employee's current shift assignment, until the employee's accumulated vacation time is at or below the maximum allowable vacation time, subject to the operating efficiency of the District.
- 33.3 Vacation schedules shall be implemented so as not to cause a hardship on the Fire District.
- 33.4 On or before October 1st of the preceding year, the Chief or his designee will circulate a shift calendar for the upcoming year. All Vacation and Kelly picks must be turned in to the Fire Chief or his designee by November 15th. Vacation will be chosen based off of seniority. Each member will choose 1/3 of their allocated vacation at a time and then move to the next senior employee. All vacation must be placed on the schedule by July 1st. Vacation not placed by July 1st will be awarded at the Chief's discretion and may be cashed out.
- 33.5 Once a year, employees can choose a "Vacation Cash Out" option of up to three accumulated vacation days. Vacation Cash Outs will be conducted for the upcoming calendar year in November of the previous year.

Article 34: Disability/Sick Leave

- 34.1 LEOFF II Employees. Employees covered by the LEOFF II retirement system plan will accrue sick leave at a rate of sixteen (16) hours per month for Shift Employees. Shift Employees covered by this section will be credited with a sick leave bank at the date of hire 288 hours.
- 34.2 Maximum Accrual. Unused sick leave accrued before January 1 of each year will be placed in the employee's sick leave bank. The maximum allowed accumulated sick leave shall be 1440 hours for Shift Employees.
- 34.3 Sick Leave Use. Sick leave shall be deducted and used on an hour-for hour basis. Employees shall be entitled to use sick leave when they are incapacitated for the performance of their duties by reason of personal sickness or injury. Additionally, application and limitations for leave shall be governed by the Federal and State Leave policies. If an employee uses more than 48 hours in a row a doctors note may be requested by the District.
- 34.4 Notice of Inability to Report for Duty. Employees shall notify the District of their inability to report for their scheduled duty at least one (1) hour prior to their scheduled shift, with the exception of bona fide emergencies. Every effort shall be made by employees to schedule health care appointments on their time off. Health care appointments during working hours shall be subject to the approval of the immediate supervisor.
- 34.5 Exhaustion of Sick Leave. Time off for sickness/disability in excess of accrued sick leave shall be charged to unused vacation. Employees who exhaust all of their accrued sick and vacation leave may, in accordance with Article 36 be granted leave without pay or benefits, to a maximum of six (6) months.
- 34.6 Transfer of Sick Leave. Any employee with not less than 800 hours for shift employees and 575 for day employees of accumulated sick leave, may transfer his/her balance in excess of 800 for a shift employees and 575 hours for day employees, to another employee who is sick or disabled, on the following conditions:
- 34.6.1 The recipient of the sick leave must first exhaust all of his/her own available sick leave and vacation leave. The employee may then request shared leave as follows:
- 34.6.2 The amount of sick leave received by an employee shall be an amount equal to 1440 hours for shift employees. The District's Board of Directors may, in its sole discretion, allow an additional sick leave transfer of up to 1440 hours for shift employees. If there is more than one employee who wishes to donate sick leave, it will be the responsibility of the donating employees to decide among themselves who will donate what

amount. Such amounts shall be given in writing to the District's Human Resources Manager.

34.6.3 If the receiving employee does not use all of the sick leave donated, the unused portion shall be credited back to the employee(s) who donated it in proportion to the amounts originally donated.

34.6.4 No employee will be compelled or pressured under any circumstances to make a transfer of sick leave. Transfer shall be solely voluntary.

34.6.5 No employee will accrue sick leave during a donated leave period.

34.7 Sick Leave Cash Out. At retirement or separation from service or death, employees (or their dependent survivors) shall receive compensation for accrued sick leave hours per the following schedule.

34.7.1 Twenty-five percent (25%) of current hourly compensation rate for the first five hundred (500) hours

34.7.2 Fifty percent (50%) of current hourly compensation rate for five hundred one to one thousand (501-1000) hours.

34.7.3 Seventy-five percent (75%) of current hourly compensation rate for one thousand one to one thousand four hundred forty (1001-1440) hours.

34.7.4 In the event of a line of duty death as defined by the Washington Department of Labor & Industries, one hundred percent (100) of the employee's sick leave shall be paid as required by law.

34.8 Industrial Insurance. In the case of employees who are absent due to illness or injury as a result of an on the job injury, the employee, subject to the approval of their treating physician, and in accordance with RCW 41.04, shall perform limited duty tasks as the District may require.

34.9 Limited Duty. The Union and the District recognize the need for temporarily assigning an employee who is experiencing a disability due to an off the job illness /injury to a "limited duty" assignment. Limited duty will not require the employee to perform all of the normal functions of the rank or job classification to which the employee belongs. Limited duty assignments shall be subject to availability of work and will be contingent upon the employee's physical condition and the attending physician's recommendations. Limited duty shall be for a period of twelve (12) weeks. Limited duty assignments may be extended beyond twelve weeks in the sole discretion of the Fire Chief or Board of Commissioners, but not to exceed an additional six (6) months.

Article 35: Bereavement Leave

- 35.1 Employees may receive up to seventy-two (72) hours off in the event of a death in the immediate family. Immediate family is defined as husband, wife, son, daughter, mother, father, grandparents, spouse's grandparents, brother, sister, grandparents' in-law, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandchildren, step-children, step-mother, step-father. Any time beyond this amount required because of travel or extenuating circumstances in this paragraph shall be at the discretion of the Chief. Excess time allowed may be used as vacation or leave without pay.

Article 36: Military Leave

36.1 Military leave shall be granted pursuant to State and Federal laws.

Article 37: Leave of Absence Without Pay

- 37.1 The District Board may grant, in their sole discretion, a leave of absence without pay or benefits in appropriate circumstances for a period not to exceed six (6) months. In order to receive a leave without pay, the employee must submit a written request to the Chief. While on leave the employee seniority will be paused and they will not accrue benefits during the leave. Upon return from any leave greater than one month the employee shall be subject to the District's return to work policy as mutually agreed upon between the District and Union. Failure to return upon expiration date of leave may be cause for dismissal.

Article 38: Court Time/Jury Duty

- 38.1 The District shall grant leave of absence with pay to any member of the bargaining unit for the period of time such member is required, pursuant to a subpoena or summons to appear before a court, judge, justice, magistrate, or coroner as a plaintiff, defendant, or witness due to the performance of their duties as an employee. Any off-duty member so required to appear shall receive a minimum of two (2) hours pay at the overtime rate or the actual time involved at the overtime rate, whichever is greater.
- 38.2 The District shall grant leave of absence with pay for jury duty. The employee shall notify the District when notification to serve on jury duty is received. The employee shall secure support from the District in seeking relief from jury duty when it interferes with professional obligations to their District assignments. Any compensation received for jury duty performed during working hours shall be reimbursed to the District, other than travel pay. Employees shall be required to report to work for any portion on their regularly scheduled shift during which they are actually not serving on a jury or waiting to be impaneled.

Article 39: Uniform and Personal Protective Equipment

- 39.1 The District agrees to furnish, as required by Chapter 296-305 WAC, full and complete turnout clothing, (helmet, visor and/or goggles, jacket, pants, suspenders, boots, hood and gloves) as well as any specialized personal protective equipment or clothing as authorized by the Fire Chief.
- 39.2 The District agrees to provide and maintain authorized Fire District uniforms through the use of a Quarter Master System (QMS) of uniform management. The Quarter Master System will operate by providing a basic uniform complement over the first two (2) years of service and then maintain that uniform complement by replacing the necessary uniform part on an “as needed” basis as determined by the District. The purchase of new and/or replacement uniform parts shall only be through the QMS.
- 39.3 The District agrees to furnish new fulltime employees with the following uniform complement:
- 3 uniform polo shirts
 - 3 pairs of work pants
 - 1 black belt
 - 1 pair black work boots
 - 1 service jacket w/ nametag, appropriate patches and collar insignias
 - 1 shirt badge
 - 1 coat badge
 - 5 FD tee-shirts w/ appropriate logos
 - 2 FD sweatshirts w/ appropriate logos
 - 1 FD baseball style cap
 - 3 pair dark blue no-fly shorts
 - 1 turn-out gear bag
- The District agrees to furnish second year employees with a Class A uniform consisting of:
- 1 Class A coat w/ appropriate rank and service markings and patches
 - 1 pair black slacks
 - 1 white uniform shirt w/ nametag and appropriate patches
 - 1 Class A fire department hat w/ appropriate hat badge
 - 1 black tie
 - 1 Patented leather dress shoes
- 39.4 The District maintains the right to require serviceable and standardized uniforms and shall have discretion to determine when any item of clothing or equipment shall be replaced.

Article 40: Medical / Dental and Life Insurance

- 39.1 Employee Group Medical - The District shall provide such group medical insurance coverage, for those employees to whom it applies, as mandated by RCW 41.26, The Law Enforcement and Fire Fighters Retirement System Laws of 1969, as revised and/or amended.
- 39.2 The District shall pay 100% of those premiums necessary to maintain coverage under the Northwest Fire Fighters Trust (NWFFT) plan \$1,500 for enrolled employees and 100% for their eligible dependents during the term of this agreement. The District will pay monthly for each member as follows:
- Employee with no spouse or dependent \$166.00
- Employee with spouse and/or dependent \$333.00
- 39.2.1 The Employee shall pay 1% of top step FF to the District for their insurance premium for the terms of this contract.
- 39.3 Group Dental - The District shall pay 100% of the premiums for eligible enrolled employees and 90% for their eligible dependents.
- 39.4 Group Vision - The District shall pay 100% of the premiums for eligible enrolled employees and 90% for their eligible dependents.
- 39.5 Group Life and Accidental Death and Dismemberment insurance (AD&D) – The Employer shall pay 100% of the premiums for eligible enrolled employees.

Article 41: Medical Expense Reimbursement Plan

- 41.1 The District shall make monthly contributions on a pre-tax basis from the employee's base salary of each employee to the Washington State Council of Fire Fighters "Medical Expense Reimbursement Plan" (MERP). The contribution rate to the WSCFF MERP shall be shared 50/50 by the district and employee. Each party will pay \$75 towards MERP for a total contribution amount of \$150.
- 41.2 Any and all administrative and reporting requirements and responsibilities to the Trust shall be the sole responsibility of the Union and its members and not the District. The Union will defend and hold the Employer harmless out of any liability that may arise out of MERP.

Article 42: Duration of Agreement


This Agreement shall be effective as of the first day of January 2025, and shall remain in full force and effect through the last day of December 2027.


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

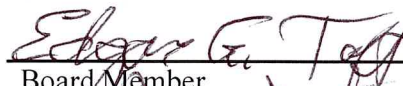
The District agrees to meet with the Union, no later than June 2027, for the purpose of negotiating wages, hours, and benefits for the Union members of the Agreement. All negotiation meeting dates shall be mutually agreed upon.

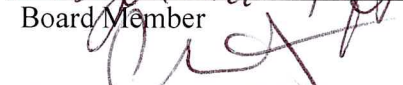
Signed this 11th day of December 2024

Snohomish County Fire District 21



Chairman


Board Member


Board Member


District Fire Chief

**International Association of
Firefighters Local #3438**


IAFF #3438 President

IAFF #3438 Representative


IAFF #3438 Representative

Approved and conforms to the requirements of Snohomish County Fire District #21.

By: 
Chairman, Snohomish Fire District #21 Board

Appendix A

Salary Schedule

Effective January 1, 2025, through December 31, 2027, all employees covered by this agreement shall receive wages in accordance with the following:

FIREFIGHTER	5th Class FF 1-12 mos	4th class FF 12-24 mos	3rd class FF 24-36 mos	2nd class FF 36-48 mos	1st class FF 48+ mos
2025	\$6878.15	\$7308.04	\$7737.92	\$8167.80	\$ 8597.69
2026					4%
2027					3%

Paramedic	115%	115%	115%	115%	115%
Lieutenant				110%	110%
Captain				120%	120%
Batt Chief					140%
Ofc/Medic					+ 7%

Appendix B

Drug and Alcohol Free Workplace

The procedures outlined in this document for drug and alcohol testing shall be covered by all other applicable Articles of the Labor Agreement between Snohomish County Fire district 21 and the North Snohomish County Professional Fire Fighters, Local 3438.

The District and the Local, recognize that drug use by employees would be a threat to the public welfare and the safety of department personnel. It is the goal of this policy to eliminate or absolve illegal drug usage through education and rehabilitation of the affected personnel. The possession, use or being under the influence of alcoholic beverages or unauthorized drugs shall not be permitted at the Employer's work sites and/or while an employee is on duty.

Informing Employees About Drug and Alcohol Testing:

All employees shall be fully informed of the Fire Department's drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the Employer shall inform the employees on how the tests are conducted, what the test can determine and the consequences of testing positive for drug use. All newly hired employees will be provided with this information on their initial date of hire. No employee shall be tested before this information is provided to him/her. Prior to any testing, the employee will be required to sign the attached consent form and release form. Employees who voluntarily come forward and ask for assistance to deal with a drug or alcohol problem shall not be disciplined by the Employer. No disciplinary action will be taken against an employee unless he/she refuses the opportunity for rehabilitation, fails to complete a rehabilitation program successfully, or again tests positive for drugs within 3 years of completing an appropriate rehabilitation program.

Employee Testing:

Employees shall not be subjected to random medical testing involving urine or blood analysis or other similar or related tests for the purpose of discovering possible drug or alcohol abuse. If, however, objective evidence or reasonable suspicion exists establishing probable cause to believe an employee's work performance is impaired due to drug or alcohol abuse, the Employer will require the employee to undergo a medical test consistent with the conditions as set forth in this policy.

Reasonable suspicion is a belief based on objective facts sufficient to lead a reasonable person to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or that the employee's ability to perform his/her job safely is reduced.

For example, any of the following, alone or in combination, may constitute reasonable suspicion:

1. Slurred speech.
2. Irregular or unusual speech patterns.
3. Impaired judgment.
4. Alcohol odor on breath.
5. Uncoordinated walking or movement.
6. Unusual or irregular behavior such as inattentiveness, listlessness, hyperactivity, hostility or aggressiveness.
7. Possession of alcohol or drugs.

Sample Collection:

The collection and testing of the samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall be one that is certified by the National Institute of Drug Abuse (NIDA). The laboratory chosen must be agreed to between the Union and the Employer. The laboratory used shall also be one whose procedures are periodically tested by NIDA where they analyzed unknown samples sent to an independent party. The results of employee tests shall be made available to the Medical Review Physician.

Collection of blood or urine samples shall be conducted in a manner which provides the highest degree of security for the sample and freedom from adulteration. Recognized strict chain of custody procedures must be followed for all samples as set by NIDA. The Union and the Employer agree that security of the biological urine and blood samples is absolutely necessary, therefore, the Employer agrees that if the security of the sample is compromised in any way, any positive test shall be invalid and may not be used for any purposes.

Blood or urine samples will be submitted as per NIDA standards. Employees have the right for Union or legal counsel representatives to be present during the submission of the sample.

A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. All samples must be stored in a scientific acceptable preserved manner as established by NIDA. All positive confirmed samples and related paperwork must be retained by the laboratory for at least 6 months or for the duration of any grievance disciplinary action or legal proceedings, whichever is longer. At the conclusion of this period, the paperwork and specimen shall be destroyed.

Tests shall be conducted in a manner to ensure that an employee's legal drug use and diet does not affect the test results.

Drug Testing:

The laboratory shall test for only the substances and within the limits for the initial and confirmation test as provided within NIDA standards. The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for

commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs:

Marijuana metabolites 100 ng/ml
Cocaine metabolites 300 ng/ml
Opiate metabolites [1] 300 ng/ml
Phencyclidine 25 ng/ml
Amphetamines 1,000 ng/ml

[1]: If immunoassay is specific for free morphine the initial test level is 25 ng/ml.

If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GS/MS) techniques at the following listed cutoff values.

Marijuana metabolites [1] 15 ng/ml
Cocaine metabolites [2] 150 ng/ml
Opiates
Morphine 300 ng/ml
Codeine 300 ng/ml
Phencyclidine 25 ng/ml
Amphetamines
Amphetamine 500 ng/ml
Methamphetamine 500 ng/ml

[1] Delta-9-tetrahydrocannabinol-9-carboxylic acid
[2] Benzoyllecgonine

If confirmatory testing results are negative all samples shall be destroyed and records of the testing expunged from the employee's file.

Alcohol Testing:

A breathalyzer or similar test equipment shall be used to screen for alcohol use and if positive shall be confirmed by a blood alcohol test performed by the laboratory. This screening test shall be performed by an individual qualified through and utilizing equipment certified by the Washington State Patrol. An initial positive alcohol level shall be .10 grams per 210 L. of breath. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. If initial testing results are positive, the test shall be confirmed using a blood alcohol level. Sampling handling procedures, as detailed above, shall apply. A positive blood alcohol level shall be .10 grams per 100 ml of blood. If confirmatory testing results are negative all samples shall be destroyed and records of the testing expunged from the employee's file.

Medical Review Physician:

The Medical Review Physician shall be chosen and agreed upon between the Union and the Employer and must be a licensed physician with a knowledge of substance abuse disorders. The Medical Review Physician shall be familiar with the characteristics of drug tests (sensitivity, specificity, and predictive value), the laboratories running the tests and medical conditions and work exposures of the employees. The role of the Medical Review Physician will be to review and interpret the positive test results. The Medical Review Physician must examine alternate medical explanations for any positive test results. This action shall include conducting a medical interview with the affected employee, review of the employee's medical history and review of any other relevant biomedical factors. The Medical Review Physician must review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication.

Laboratory Results:

The laboratory will advise only the employee and the Medical Review Physician of any positive results. The results of a positive drug or alcohol test can only be released to the Employer by the Medical Review Physician once he/she has completed his/her review and analysis of the laboratory's test. The Employer will be required to keep the results confidential and it shall not be released to the general public.

Testing Program Costs:

The Employer shall pay for all costs involving drug and alcohol testing as well as the expenses involved of the Medical Review Physician. The Employer shall also reimburse each employee for their time and expenses, including travel incurred, involved in the testing procedure.

Rehabilitation Program: Any employee who tests positive for illegal drugs shall be medically evaluated, counseled and treated for rehabilitation as recommended by E.A.P. counselor. Employees who complete a rehabilitation program will be re-tested randomly once every quarter for the following 12 months. An employee may voluntarily enter rehabilitation without a requirement or prior testing. Employees who enter a program on their own initiative shall not be subject to re-testing. The treatment and rehabilitation shall be paid for by the employee's insurance program. Any costs over and above the insurance coverage shall be paid for by the Employer for initial treatment and rehabilitation. Employees will be allowed to use their accrued and earned leave for the necessary time off involved in the rehabilitation program. If an employee tests positive during the 12 month period they shall be subject to disciplinary action as per the Department Rules and Regulations, the employee will be re-evaluated by an

E.A.P. counselor to determine if the employee requires additional counseling and/or treatment. The employee will be solely responsible for any costs, not covered by insurance, which arise from this additional counseling or treatment. If an employee tests positive during this subsequent 12 month period which in effect will be the employee's third chance for rehabilitation, the employee will be subject to discipline as per the Department Rules and Regulations.

Duty assignment after treatment:

Once an employee successfully completes rehabilitation, they shall be returned to their regular duty assignment. Once treatment and any follow-up care is completed, and 3 years have passed since the employee entered the program, the employee's personnel file shall be purged of any reference to his/her drug or alcohol problem.

Right of appeal:

The employee has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that any other Employer action under the terms of this Collective Bargaining Agreement is grievable.

Union held Harmless:

This drug and alcohol testing program was initiated at the request of the Employer. The Fire Department assumes sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this Collective Bargaining Agreement relating to drug and alcohol testing. The Union shall be held harmless for the violation of any worker rights arising from the administration of the drug and alcohol testing program.

Changes in Testing Procedures:

The parties recognize that during the life of this Agreement, there may be improvements in the technology of testing procedure which provide more accurate testing. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements. If the parties are unable to agree on the amendments they will be submitted to impasse procedures as outlined in the grievance procedure of this Contract.

Conflict with Other Laws: This Article is in no way intended to supersede or waive any constitutional or other rights that the employee may be entitled to under Federal, State or Local statutes.

Consent and Release Form for Drug/Alcohol Test Program:

I acknowledge that I have received a copy of, have been duly informed, and understand the Fire District's drug and alcohol testing policy and procedures. I have been provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, I have been informed on how the tests are conducted, what the test can determine and the consequence of testing positive for drug use.

I have been informed of the Fire District's Employee Assistance Program. I understand that if I voluntarily come forward and ask for assistance to deal with a drug or alcohol problem through the Employee Assistance Program, that I will not be disciplined by the Employer.

I understand how drug/alcohol tests are collected and further understand that these are medical tests that are conducted under the auspices of a Medical Review Physician. I understand that the Medical Review Physician will review and interpret any positive test results, and that I will have an opportunity to be interviewed by the Medical Review Physician to review my status, my medical history and any relevant biomedical factors prior to the Fire District being informed whether I passed or failed the test.

I understand that a confirmed positive drug or alcohol test result will result in my referral to the Fire District Employee Assistance Program and that I will be required to complete a rehabilitation program. No disciplinary action will be taken against me unless I refuse to take a drug/alcohol test, refuse the opportunity for rehabilitation, fail to complete a rehabilitation program successfully, or again test positive for drugs/alcohol within 3 years of completing an appropriate rehabilitation program. I understand that such disciplinary action, as described herein, may include dismissal from the Fire District.

Printed or typed name of employee

Signature of employee

Date