

Labor Agreement

By and Between

Mountain View Fire and Rescue

And

IAFF, Local #3186



Effective 1/1/2023 through 12/31/2025

Table of Contents

Section	Article		Page
CBA Administration	1	Preamble	3
	2	Recognition	3
	3	Terms of Agreement	3
	4	Complete Agreement	3
	5	Work Stoppage	4
	6	Non-Discrimination	4
	7	Reduction in Forces	4
	8	Safety Committee	5
	9	Prevailing Rates	5
	10	Savings Clause	5
	11	Successors Clause	5 – 6
	12	Public Records Request	6
	13	Drug and Alcohol Regulation and Testing	6
Local 3186 Business	14	Union Membership and Dues	7
	15	Union Business	7
Management Rights	16	Management Rights	7
Performance of Duty	17	New Employee Probation/JATC/Additional Training	8
	18	Promotions	9 – 10
	19	Seniority	10
	20	Discipline and Discharge	10
	21	Uniforms	11
	22	EMT Certification	11
Hours	23	Hours of Duty	12
	24	Debit Time	13 – 14
	25	Shift Trades	14
Compensation	26	Salaries	15 – 16
	27	Overtime	16
	28	Insurance	17
	29	Mileage	17
	30	WSCFF MERP Trust	18
	31	Deferred Comp Match	18
	32	6.2% Replacement for Social Security Benefit	18
	33	Longevity	19
	34	Training Officer	19
	Leave Benefits	35	Sick Leave and Disability
36		Military Leave	22
37		Jury Duty	22
38		Bereavement Leave	22
39		Vacations	23
40		Holidays	24
Grievance	41	Leave of Absence	25
	42	Grievance Procedure	26 – 27
Appendix	1	Scheduled Debit MOU	29
	2	Drug and Alcohol Regulation and Testing	30 – 37

ARTICLE 1: Preamble

This agreement is entered into by and between Mountain View Fire and Rescue, hereinafter referred to as the Employer, Department, or District, and the Mountain View Professional Firefighters, Local #3186, hereinafter referred to as the Union, for the purposes of setting forth the entire agreement of the parties regarding Wages, Hours and Conditions of Employment.

ARTICLE 2: Recognition

The employer recognizes the union as the sole and exclusive bargaining agent for all full- time uniformed personnel of the Employer; excluding confidential employees and all other employees.

ARTICLE 3: Terms of Agreement

3.1 The Term of this Agreement shall be in effect January 1, 2023, through December 31, 2025.

3.2 Article clarification can be requested by any party in this Agreement via written request to Local President and/or the Fire Chief.

3.3 For the purposes of selecting comparable fire departments (comparable), the Local and the Employer agree to the following criteria:

- A. Comparable fire departments shall match the assessed valuation and population of the District within $\pm 50\%$.
- B. King County comparable departments shall be considered first. If an inadequate number of comparable departments are found in King County, first Snohomish, then Pierce, then Kitsap County departments shall be considered.
- C. Comparables shall include the assessed valuation and population of any areas, including cities that are contracted for services.

3.4 Unless expressly provided otherwise within this Agreement, all Articles contained herein are retroactive to January 1, 2023.

ARTICLE 4: Complete Agreement

4.1 The Employer and the Union acknowledge that during the negotiations, which resulted in this Agreement, each party had the opportunity and the unlimited right to make proposals on mandatory subjects of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that opportunity and unlimited rights are set forth in this Agreement. It is understood however; that nothing herein shall prevent the parties from engaging in further collective bargaining should they mutually agree to do so.

ARTICLE 5: *Work Stoppage*

5.1 The Employer and the Union agree that the public interest requires the efficient and uninterrupted performance of all Employer 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, slow-down, mass resignation, absenteeism, or other interferences with Employer functions and should same occur, the union agrees to take appropriate steps to end such interference. Any Employee violating this Article shall be subject to disciplinary action, which may include termination.

5.2 Should a job action occur within the geographical jurisdiction of the Employer, Employees may be required to cross an established picket line to perform emergency or non-emergency activities. The Employer agrees to meet at the Union's request to establish temporary procedures to provide for such emergency and non-emergency activities.

ARTICLE 6: *Non-Discrimination*

6.1 The Employer and the Union mutually agree that there shall be no unlawful discrimination against any Employee because of race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, Union affiliation, or Lawful Union activity.

6.2 Whenever words denoting a specific gender are used in this Agreement, they shall apply equally to all genders.

ARTICLE 7: *Reduction in Forces*

7.1 In the case of personnel reduction, layoff or demotions shall be according to seniority within the classification, with the Employee with the lowest seniority being the first affected; provided however, the Employee's being demoted shall retain right to bump the least senior Employee in a lower classification, provided he/she has the qualifications and abilities to perform the work.

7.2 The names of laid off Employees will be placed in inverse order to lay-off on a re-employment register which will remain in effect for a maximum of two (2) years and if hired back, employees demonstrate retention of skills and must have successfully passed the CPAT within the previous 6 months.

7.3 When all or part of the Employer is annexed by another jurisdiction, employees shall be given the opportunity to transfer employment to the annexing Department as per RCW 35.13.225. The Employee(s) shall be given the opportunity to transfer employment prior to layoffs due to the annexation and the employee(s) with the greatest seniority shall be given the first opportunity to transfer to an available position in the annexing Fire Department/District.

ARTICLE 8: *Safety Committee*

8.1 There shall be a joint Safety Committee consisting of 4 representatives, including 2 representatives appointed by the Employer and 2 representatives appointed by the Union. The committee shall meet at least once each calendar quarter and more often as agreed, to discuss matters concerning health and safety. The committee shall make its findings and recommendations to the Employer.

ARTICLE 9: *Prevailing Rights*

9.1 All rights and privileges which effect wages, hours and working conditions held by the Employees at the present time which are not included in this Agreement, shall remain in force, unless changed in accordance with requirements of RCW 41.56.

ARTICLE 10: *Savings Clause*

10.1 Should any provision of this Agreement or application of such provision be rendered or declared invalid by a court of final jurisdiction, or by reason of any existing or subsequently enacted legislation, the remainder of this Agreement shall remain in full force and effect and the parties shall enter into immediate collective bargaining for replacement of such article.

ARTICLE 11: *Successors Clause*

11.1 In the event of consolidation, merger, annexation, transfer, or assignment of the Employer with or to any other political sub-division of the State, the parties shall comply with any then applicable legislation, including, but not limited to, the obligations of the parties to bargain collectively regarding the impact of such consolidation, merger, annexation, transfer, or assignment upon the wages, hours or working conditions of the effected employees.

11.2 In the event of consolidation, merger, annexation, or transfer of the Employer with or to any other political subdivision of the State, IAFF Local 3186 and Mountain View Fire and Rescue agree to unilaterally negotiate for all Union employees involved to retain time for time and rank (grade) for rank (grade).

11.3 In the event that Mountain View Fire and Rescue is not the lead agency, and the new or transfer organization does not recognize the rank of an officer as it exists in Mountain View Fire and Rescue, the transferring officer(s) shall be promoted to the next corresponding rank of officer recognized by the transfer agency prior to the transfer or change of employment. The Employer shall have no obligation to add, upgrade or change in grade pay because of this process other than related to the employee's current or regular pay grade prior to this action.

Example: Should the lowest ranking officer in the transfer Department be "Captain" and this is the same corresponding rank of "Lieutenant" at Mountain View Fire and Rescue, the "Lieutenant" would be promoted to "Captain" prior to the change in employment but receives the pay grade of "Lieutenant" while still under the "employment" of Mountain View Fire and Rescue. This change would be overturned, and the employee returned to their previous rank prior to this action should the employee not transfer and remain an employee of Mountain View Fire and Rescue.

11.4 In the event that Mountain View Fire and Rescue does not recognize or hold a position recognized by the transfer agency, but the employee has been performing the duties on a regular basis, the Employer will recognize this position and provide the transferring employee with such a position prior to the end of employment with Mountain View Fire and Rescue and transfer to the new employer as a result of consolidation, merger annexation or transfer of the Department with or to any other political subdivision of the State. The Employer shall have no obligation to add, upgrade or change in grade pay because of this process other than related to the employee's current or regular pay grade prior to this action.

Example: Should the transfer Department have the recognized position of "Driver/Engineer" a first-class Firefighter who regularly performed this duty at Mountain View Fire and Rescue would be promoted to "Driver/Engineer" prior to the change in employment, but not receive a pay grade of "Driver/Engineer" while still under the "employment" of Mountain View Fire and Rescue. This change would be overturned, and the employee returned to their previous position prior to this action should the employee not transfer and remains an employee of Mountain View Fire and Rescue.

11.5 The Parties recognize in the event of a merger, consolidation, or annexation of the Employer affecting the assessed valuation of the area serviced by the Employer, or in the event of the loss of a contract for fire protection, prevention, and emergency services by the Employer with any other government agency, either party shall have the right to reopen this Agreement for negotiation in accordance with RCW 41.56 regarding any and all articles affected by the merger, consolidation, annexation or loss of contract.

ARTICLE 12: *Public Records Request*

12.1 If the Employer receives a request for information for a Union bargaining unit member's personal employee information pursuant to Washington's Public Records Act, subpoena, or other valid legal process, the Employer will provide notice of the request to the subject employee (either by electronic mail or in-person) within three (3) business days after the Employer's receipt of the same.

ARTICLE 13: *Drug and Alcohol Regulation and Testing*

13.1 Employees shall be subject to drug and alcohol regulation and testing in accordance with Employer policy found in Appendix 1.

ARTICLE 14: *Union Membership and Dues*

14.1 The Union agrees that membership in the Union will not be denied or terminated for any reason other than the failure of the employee covered by this Agreement to tender the periodic dues, initiation fees and assessments uniformly required to be a member of the Union. The Union shall provide the Employee and the Employer within 30 days notification of the Union's intent to initiate discharge action, and during this period, the employee may make restitution in the amount which is overdue.

14.2 The Employer agrees to deduct set aside amounts of Union dues and initiation fees each pay period of the month as agreed upon by the Employer, Employee, and the Treasurer of the Union in writing. The total amount of deductions shall be remitted each month by the Employer to the Treasurer of the Union. To comply with the United States Supreme Court's decision in Janus v. AFSCME, the Employer will not make any deduction from an Employee's pay for Union dues until the Union provides the District with written documentation clearly evidencing the Employee's free and voluntary consent for said deduction.

14.3 The Union agrees to defend, indemnify, and hold the Employer harmless against and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this article.

ARTICLE 15: *Union Business*

15.1 Employees elected or appointed to represent the Union shall be allowed to use compensatory time, shift trades, or vacation for the purpose of performing Union functions, provided that time off under this article shall result in no additional cost to the Employer and that the person filling in be of like qualification. Employees elected or appointed to represent the Union may be allowed time off with pay to meet with the Employer at mutually agreeable times during normal working hours, provided such Employee remains available for emergency duty that may arise during any such meeting.

15.2 The Employer shall provide space for a Union bulletin board in each station where bargaining unit employees are assigned, to be used exclusively by the Union. The Union agrees to limit posting of any Union related notice to such bulletin board. The Board shall be a maximum of 3' X 4'.

15.3 The Union may be allowed to hold its regular meetings at any Department station with prior permission of the Chief or his designate and the Officers of effected station.

ARTICLE 16: *Management Rights*

16.1 Subject to the specific provisions of this Agreement and applicable law, the Employer retains the right to operate and manage all staffing/employees, facilities and equipment; to determine the utilization of the technology; to establish and modify the organizational structure; to contract for goods and services not presently performed by bargaining unit members; to hire, promote, transfer, assign, retain or layoff employees; to direct and determine the number of personnel; to establish work schedules within the recognized hours of work; to suspend, demote, discipline or discharge for just cause; to maintain the efficiency of the operation entrusted to the Employer.

16.2 Any changes in management rights affecting wages, hours and working conditions shall be made in accordance with RCW 41.56.

ARTICLE 17: *New Employee Probation/JATC/Additional Testing*

17.1 New employees shall be subject to a probation period of 12 months of continuous service commencing with their date of employment. During the first 12 months of this period, such Employees shall be evaluated by their direct supervisor on a regular basis (at least once a month). The Employee may be terminated at the sole discretion of the Employer during the first 12 months of employment. Discharge of a probationary employee during the first 12 months of the probationary period shall not be subject to the grievance procedure.

17.2 Enrollment and successful completion of the JATC Firefighter program are a requirement for employment. Practical testing to move up to Third Class Fire Fighter can be accomplished following completion of the JATC tests 1A and 1B, written and practical. Upon successful completion of the testing process the first time around the employee will be paid retroactive pay back to their anniversary date to reflect Third Class wages. In the event the employee does not pass their test the first time around and the Employer wishes to re-test the employee, the employee's salary increase will not be retroactive upon successful completion but will take effect the next pay period.

17.3 Advancement from one class to the next higher wage rate/class shall be based upon the following:

- Completion of one year service in lower class; and
- Successful completion of the JATC B tests as established by the Employer; and
- Satisfactory job performance evaluations.

17.4 Written and practical testing to move up to the next higher class may commence after successful completion of lower class testing and the employee's anniversary date of hire. Testing shall be completed for the next class standards by the employee's anniversary date of hire unless due to approved leave, it is mutually agreed upon by the union and the Fire Chief or designee. If postponed, upon successful completion the employee shall be paid retroactive pay back to the employee's anniversary date of hire.

17.5 If the employee does not successfully complete the JATC practical or written test the first time around, then the employee shall be given the opportunity to test again after completion of 2 full regularly scheduled suppression rotations (48 + 48), and if the employee successfully completes the standards at that time the employee's salary increase will not be retroactive but will take effect the next pay period.

17.6 The Employer shall reimburse employees for the actual cost of tuition and fees for courses approved in advance by the Fire Chief or designee. Such reimbursement shall occur only upon proof of successful completion of the class.

17.7 In the event that an employee leaves the employment of the Employer within 12 months of receipt of the reimbursement, the amount of the tuition and fees paid by the Employer shall be returned to the Employer in full. If the Employee leaves the employment of the Employer after 12 months but before 24 months, they shall return ½ of the reimbursement to the Employer.

17.8 Fire fighters enrolled in the JATC program will be compensated for off duty attendance for required supplemental instruction as approved by the Fire Chief or designee.

ARTICLE 18: *Promotions*

18.1 Eligibility for promotion above the rank of Firefighter First Class as defined in this Agreement, shall be established by the Employer based on the requirements as outlined in the job description for the position and, knowledge and experience required for the position being tested for.

18.2 At a minimum, no employee shall be eligible for promotion to Lieutenant prior to their completing the requirements for the level of Firefighter First Class, employed as a firefighter for 2 years with the Employer in the previous 3 years prior to the test date, and a minimum of 5 years as a career firefighter.

18.3 Eligibility for testing and promotion above the rank of Lieutenant shall be based on minimum years of service in the next lower rank for that being tested i.e. (Lieutenant to Captain), and minimum requirements as outlined in the job description for the position being tested for.

18.4 The Employer retains the right to establish the minimum number of eligible applicants that it finds acceptable for testing for promotional advancement. Should the number of applicants not meet this level, the Employer retains the right to call for and accept outside applicants who meet the minimum standards for the position being tested for.

18.5 The Employer retains the right, in collaboration with Local 3186, to establish all testing and promotion criteria.

18.6 The Employer agrees to establish and maintain a promotional list for the following positions:

- 1) Captain
- 2) Lieutenant

18.7 Promotional lists shall be valid for 2 years. Once a specific list has expired due to time or lack of qualified candidates (at the Employer's discretion), the Employer shall announce within 30 days that there is an opening. The Employer shall hold the promotional test within 6 months of the foregoing announcement.

18.8 All Employer personnel shall be notified and be given an opportunity to make application for promotional openings. Such notice shall be posted for 30 days. A list of materials and testing matter that will be used in the evaluation of all qualified applicants will be distributed 30 days prior to each component of the testing process, Tactical and Assessment Center.

18.9 Open promotional positions shall be filled within 30 days of the completion of the certification of the test results for the subject promotion provided an applicant successfully passes the tests. If the Employer decides to fill a permanent vacancy, it will do so within 45 days (if there is a valid existing list) of the posting of the vacancy. The Employer shall maintain its management right to decide whether (or not) to fill a permanent vacancy.

18.10 If there is an absence in the Lieutenant or Captain ranks of 30 days or more, the Fire Chief may, in their discretion, temporarily appoint an employee to the vacant position from the current promotional list (if one exists). If the Fire Chief decides to make such an appointment, they shall do so from the top 3 candidates on the promotional list for the subject officer position. Should the employee filling the temporary position be unable to continue the temporary assignment, that employee will return to their previous position held prior to the temporary assignment. The Employer shall also retain its discretion to discontinue the temporary assignment at any time or for any reason.

18.11 Qualifications and requirements, as determined by the employer, shall be objective and shall reasonably reflect the needs of the position.

18.12 All tests shall be impartially administered and shall relate to those matters which fairly test the candidate's ability to perform the duties of the position to be filled.

18.13 All applicants shall be notified of their score and their relative standing on the promotional list within 30 days from the completion of the final component.

18.14 Promotions shall be based on the rule of 3 from the top of the promotional list.

18.15 Promoted employees shall serve a probationary period of 12 months during which time the employee shall be evaluated regularly. If during that time the employee fails to perform the duties of the new position satisfactorily, they will be permitted to return to their previous position without loss of seniority. The probationary period may be extended due to employee absences of 30 consecutive days or longer

ARTICLE 19: *Seniority*

19.1 A full-time employee shall accrue seniority from the Employee's most recent date of hire in the Department. The Employer shall establish a seniority list which shall be brought up to date each time a change in personnel is made. Any objection to the list shall be reported in writing to the Chief and corrected if found to be in error.

19.2 During the period that any Employee is on an authorized leave of absence without pay or layoff status, seniority shall not accrue. Upon returning to work after such layoff or leave, the Employee shall be granted the level of seniority previously accrued in the rank to which they returns.

19.3 Employees with the same hire date shall be assigned to the seniority list in order of their ranking on the hiring list.

19.4 Employees who are promoted to the rank of Lieutenant or higher shall have seniority within their rank, based first on promotion date, then on final promotional list ranking; should more than one employee be promoted on the same day.

ARTICLE 20: *Discipline and Discharge*

20.1 Employees may be disciplined or discharged with just cause. Discipline shall be applied at progressive and escalating levels to allow the employee proper notice of misconduct and an opportunity to improve performance. The discipline imposed shall be based on the severity of the offense and prior record of discipline.

20.2 The employee shall be provided a written statement of the alleged violation and all relevant facts at the time of the disciplinary action, in case of suspension or termination, the Employer shall hold a pre-disciplinary hearing no later than 7 days from the time the employee was notified of the alleged violation; provided however, the time limit may be waived by mutual agreement for good reason. At this hearing the employee will be given an opportunity to present their side of the issue.

20.3 The employee shall be entitled to have Union and/or Legal representation present at any meeting held with the Employer to discuss potential disciplinary action against them.

ARTICLE 21: *Uniforms*

21.1 The Employer shall furnish each new Fire Fighter with:

- 3 Class B uniforms
- 1 Soft Shell Jacket
- 1 Belt
- 1 Pair of Station Boots
- 4 District T-shirts
- 1 Shirt Badge and 1 Coat Badge
- 1 Fire-resistant Coverall and/or Wildland Fire Resistant Shirt and Pants
- And any required SKCFTC academy uniforms or equipment

21.2 The Employer shall purchase 1 class A uniform when a firefighter reaches the rank of Firefighter 3rd Class. When an employee leaves employment within the first 5 years the class A uniform shall be returned to the Employer. The Employer shall only pay for one class A uniform for each employee.

21.3 All protective clothing or protective devices required, to be used or in the possession of employees in the performance of their firefighting duties shall be furnished and maintained by the Employer.

21.4 The Employer agrees to provide a second set of full Structural Firefighting PPE in reserve, for each Career Firefighter (in their specific size) to ensure that career personnel have a set of PPE available, should their current issued PPE be unusable and/or require decontamination and/or repair.

21.5 A Uniform Committee will be established consisting of 2 Union Firefighters and the Fire Chief to make recommendations to the Employer regarding, changes in uniforms and employees needing new uniforms, to maintain a neat professional appearance.

21.6 Any uniform that is soiled or damaged by no fault of the employee and is non-repairable shall be replaced by the Employer if recommended by the Uniform Committee.

21.7 Uniforms shall be inspected by a member of the Uniform committee upon employee request and if a replacement is needed it will go to the full Uniform Committee for a recommendation of replacement, this will be any of the articles of clothing mentioned in Article 21.1 and 21.2.

ARTICLE 22: *EMT Certification*

22.1 All Employees will be required to maintain an EMT-B Certification. Employees shall re-certify up to 90 days prior to expiration date of their certificate.

22.2 The District will reimburse firefighters for the cost of their first NREMT test.

22.3 Continued employment is conditioned upon maintenance of such certifications as specified above.

ARTICLE 23: *Hours of Duty*

23.1 All 24 hour shift employees shall be scheduled to work a 48 hour tour. A 48 hour tour consists of two 24 hour shifts. The shift start time for all shift employees will begin at 0700.

23.2 The FLSA work period for 24 hour shift employees shall be defined as 16 days. During such 16 day period an employee may work 121 hours. That is: 2 - 48 hour work intervals and 1 - 24 hour debit shift. Any additional time will need to be paid as overtime or comp-time. The 16 day period will be defined as the following shift cycle AABBCDDAABBCDD; then a new cycle begins. During the 16 day cycle a debit day can be any one day during that cycle. Shift trades do not add to FLSA hours.

23.3 All day shift employees shall be scheduled to work a 40 average hour work week. The employee's day shift begins at 0700 hours and ends at 1600 hours and may be flexible with mutual agreement of the Chief or designee and employee.

23.4 Personnel assigned to work "shifts" shall not work more than 72 hours of continuous shifts without having at least a minimum of 24 hours of "off-duty" time prior to being assigned or working another shift. The maximum hours worked, and minimum hours off can be adjusted on a case by case basis with mutual agreement between the Local, the Chief or designee and the employee. The 72 total work hours maximum shall include regular and overtime hours, shift trades, and debit time hours worked in a single period that equals 72 total hours of continuous "on-duty" time.

23.5 Each work shift shall include a 20 minute break each morning, a 1 hour lunch break mid-day, and a 20 minute break each afternoon. Employees working 24 hours shifts shall include a 1 hour dinner break. Employees shall remain on call and available for emergencies during all breaks.

23.6 Day Routine: Routine and emergency duties are performed between 07:00 hours and 18:00 hours.

23.7 Evening Routine: 18:00 hours until 22:00 hours. Activities necessary to meet the mission statement and service level goals of the fire department may occur during this time. Employees will be in uniform until 22:00 hours.

23.8 Standby Time: After 22:00 hours career staff may be on standby time until 07:00 hours. Station uniforms as outlined in Uniform Guidelines shall be followed while on duty. All personnel shall be responsible for providing and maintaining their own personal bedding. Personal visits by civilian personnel to district personnel in stations shall comply with Employer guidelines.

23.9 Each work shift shall include at least 1 hour set aside for physical fitness.

23.10 No more than three 24-hour shift employees may be scheduled on approved vacation, comp time or personal floating holiday per day (Article 39.4).

23.11 Notice of Shift Change: All employees covered by this Agreement shall receive notice, when possible, 30 calendar days in advance of a change from one shift to another; such notice shall be in writing. This time limit may be waived at the discretion of the Fire Chief to meet the mission of the Employer. Any scheduled, approved leave time or debit shifts that are affected with the shift change will be rescheduled with approval of the Deputy Chief. The approved rescheduled leave may cause the scheduled leave limit in Article 23.10 to be exceeded.

23.12 Changes to the daily hours of work may be made by the Shift Supervisor.

ARTICLE 24: *Debit Time*

24.1 Each employee working the 48 hour shift shall owe 10 debit days (240 hours) per calendar year. No more than one debit is to be worked per FLSA period.

24.2 For 2023, see Appendix 1 (MOU dated 10/24/2022)

24.3 Prior to November 1, 2023, Local 3186 and the Fire Chiefs will discuss the continuation of the pilot program. Sections 24.3 through 24.16 may become effective if the pilot program is discontinued.

24.3 No later than November 30th a calendar indicating all scheduled vacations for the following year shall be completed and debit days shall be scheduled to cover all vacations by December 8th.

24.4 A meeting date and location shall be established by the Shift Supervisors (Captains) for personnel to meet and select their debit day choices. Off-duty employees who attend this meeting shall do so without any compensation from the employer.

24.5 Employees who do not attend this meeting are responsible to provide written information to their immediate Shift Supervisor (Captain), indicating their choices for debit days.

24.6 Employees who do not attend the above-mentioned meeting or provide written information to their Shift Supervisor (Captain) shall have their debit days assigned by the Fire Chief or designee. The first available and eligible day shall be assigned according to that person's seniority as if they were present. These assignments shall not interfere with an employee's scheduled vacation or create a shift in excess of forty-eight (48) hours.

24.7 All debit days shall be selected and/or assigned by seniority at a maximum of one debit day at a time until all vacation days are covered. All debit days not utilized during this process shall be banked.

24.8 Non-vacation leave that is requested and approved at least 72 hours prior to the time off shall be covered using the rotating debit list established by the Shift Supervisors (Captains). If approved time off request cannot be filled using the rotating debit list, mandatory debit time will be assigned by the amount of banked debit time owed; those owing the most being assigned first. Ties shall be determined by reverse order of seniority; not to interfere with Article 39.

24.9 Non-vacation leave requests that are scheduled with less than 72 hours notice prior to the time off shall be covered with emergency debit time. A page will be sent out and the first qualified employee to call back and accept the debit shift shall work the shift. If there is no response to the first page a second page shall be sent out no sooner than 15 minutes after the first page. If no employee responds to the second page within 15 minutes, mandatory debit time will be assigned by the amount of banked debit time owed; those owing the most being assigned first. Ties shall be determined by reverse order of seniority; not to interfere with Article 24.

24.10 Employees who do not have banked debit time cannot be scheduled for mandatory debit time. Overtime may be utilized in accordance with Article 27 when all reasonable efforts have failed to fill an approved leave request with debit time.

24.11 Banked Debit Days: If a firefighter leaves the employment of the Employer and has not worked the number of debit days that they owe the Employer during that time period the following shall apply

- With the approval of the Fire Chief or designee, the firefighter can exchange day(s) of remaining vacation, floating holiday, comp-time or if applicable sick leave to "reimburse" the Employer for debit time owed. Firefighters can also agree to work their debit day(s) owed before they leave employment. Firefighters leaving the Employer and not having or choosing the options above to settle this owed time shall have this time deducted from their final paycheck at a straight time basis.

- With the approval of the Fire Chief or designee, should a firefighter leave and they have worked more debit day(s) than they have accrued, the Employer shall cash out this time on a straight time basis or overtime if appropriate per Article 27.

24.12 The debit days banked shall be reviewed to ensure that all of the debit days (hours) owed are used during the calendar period. Following this review banked debit days may be hard scheduled. Changes to these scheduled debit days may occur to offset overtime costs. An individual may have up to 120 hours (5 days/24 hr shift) of debit time banked (unscheduled) up to the end of the 2nd quarter of the year. All debit time obligations shall be fulfilled by the end of the year. This may require scheduling of debit time.

24.13 Employees who call in sick on days that they are scheduled to work debit time shall not have sick leave hours reduced from their sick leave bank and shall retain the hours of debit time hours scheduled in the debit time bank.

24.14 Article 24.13 shall not apply to employees who utilize sick leave for 3 or more consecutive shifts.

ARTICLE 25: *Shift Trades*

25.1 Employees may exchange shifts when the trade does not interfere with the operation of the Employer.

25.2 Requests for shift trades shall be submitted to the on-duty shift supervisor in Fire Manager no less than 24 hours prior to the requested trade and must be approved by the Fire Chief or designee prior to the trade. Shift trades submitted less than 24 hours in advance can be approved on a case-by-case scenario. The Employer has no responsibility to assure that those trading shifts complete the repayment of traded shifts. Once a shift trade has been approved, the employee scheduled to work as indicated on the shift trade document, shall have full responsibility for that shift.

25.3 Shift trades shall result in no additional costs to the employer and are not included in FLSA hours. Should an employee fail to show for an authorized shift trade and the employee failed to notify the Employer that they will not be reporting to work and has requested no type of leave as identified in this Agreement, the employee shall repay the Employer with comp used, vacation or personal floating holiday resulting from the failure to show.

ARTICLE 26: *Salaries*

26.1 Effective Jan. 1, 2023, wages shall be paid as follows:

- Effective January 1, 2023: the bargaining unit shall receive a wage increase equal to 7%.
- Effective January 1, 2024: the bargaining unit shall receive a wage increase equal to 100% CPI-W Seattle June (Minimum 2.5% and Maximum 6%).
- Effective January 1, 2025: the bargaining unit shall receive a wage increase equal to 100% CPI-W Seattle June (Minimum 2.5% and Maximum 6%).

Rank	2023	2024	2025
Firefighter Probationary	\$6,220.81		
Firefighter Third Class	\$7,149.48		
Firefighter Second Class	\$7,933.92		
Firefighter First Class (100%)	\$8,678.18		
Lieutenant (112% of 1st Class FF)	\$9,719.56		
Training Officer (120% of 1st Class FF)	\$10,413.82		
Captain (130% of 1st Class FF)	\$11,281.63		

26.2 Acting Lieutenants shall receive 110% of Firefighter First Class wages for all shift worked as an acting Lieutenant.

26.3 Lieutenants shall receive 112% of Firefighter First Class wages.

26.4 Acting Captains shall receive 118% of Firefighter First Class wages for all shift worked as an acting Captain.

26.5 The Training Officer shall receive 120% of Fire Fighter First Class wages.

26.6 Captains shall receive 130% of Fire Fighter First Class wages.

26.7 For the purpose of calculating the contractual rate of pay which shall be applied to extra hours of work (overtime), the established monthly salary of each employee shall be multiplied by twelve (12) to obtain the annual salary, which shall be divided by the total number of scheduled hours per year, as set forth in Article 23.1 of this Agreement.

- 24 hour shift employees: 2448 hours
- Day shift employees: 2080 hours

26.8 Pay periods begin on the 1st and 16th of each month. Contractual pay raises begin at the start of the shift on the day of implementation.

26.9 Acting Lieutenants and Captains shall be paid for acting pay over and above the debit time.

26.10 In an effort to encourage academic development and to attract prospective employees who have attained a higher education, the Employer shall provide an academic incentive to those employees who verify completion of an academic degree.

- Associate Degree \$50 dollars per month
- Bachelor Degree \$100 per month

26.11 Other Work. The parties acknowledge that the Employer may contract out to a third party the Fire Marshall duties that are currently performed by the Fire Chief (who is only performing those duties on a temporary basis until a third-party can be secured), as well as the duties involving the advanced inspection of bunker gear. Provided, however, that should the Employer decide in the future to have any part of either type of the work that is described above (i.e., Fire Marshall duties or advanced inspection of bunker gear) performed "in house" by employees of the Employer, then the Employer shall offer all that type of work to the Union. In that event, the Union's bargaining unit members shall perform all that type of work unless it is expressly rejected in writing by the Union President.

26.12 In preparation for the potential change in title of Captains to Battalion Chiefs, the Local and Fire Chiefs agree to meet and confer regarding the impacts of wages, hours and working conditions that result from the change. This meeting shall occur prior to September 2023 for implementation when the minimum staffing is available.

ARTICLE 27: Overtime

27.1 Overtime will occur when employees work over their regularly scheduled hours of duty, as described in Article 15, and shall be rounded to the nearest half (1/2) hour. Overtime shall be calculated at a rate of 1 ½ times the contractual rate of pay as described in Article 26.2.

27.2 When employees are approved by the Fire Chief or designee for overtime that it not for reasons of staffing shift overtime (for example: committee assignments, logistical support, training, or any other non-shift overtime) employees will be compensated with overtime, comp time earned, or debit time used in a minimum of 15 minute increments.

27.3 When an employee is called into work outside his/her regular work schedule, hours of pay shall begin at the time the employee physically reports for duty at the assigned station for a minimum of 2 hours.

27.5 Any compensated overtime may be taken either in pay or if mutually agreed upon by the effected employee and the Employer, in Compensatory time.

27.6 At no time shall the employee accrue more than 120 hours of compensatory time.

27.7 Any employee who has accrued 120 hours of compensatory time off shall be paid overtime compensation for additional overtime hours worked.

27.8 When an employee moves from 48 hour shift to day shift or vice versa, the comp earned balance is converted to a dollar value and is converted to hours based on the annual hours in the new shift or day shift assignment.

27.9 The Employer will pay the employee for compensatory time requested based upon the contractual rate of pay.

27.10 An employee who has accrued compensatory time off shall, upon termination of employment, be paid for the unused compensatory time at a contractual rate of pay at the time such compensatory time was paid.

27.11 Compensatory time off shall be requested at least 48 hours before the leave. Compensatory time off requests require approval by the Fire Chief or designee.

ARTICLE 28: Insurance

28.1 Effective January 1, 2022, the Employer shall make available to all bargaining unit members the IAFF Health and Wellness Trust Medical 1500 Plan ("IAFFHWT 1500 Plan") and the Washington Dental Traditional Services Plan. It is a condition precedent of this Agreement that all District employees who are not bargaining unit members also be eligible to receive medical coverage under the IAFFHWT 1500 plan. The Union agrees to cooperate as necessary to ensure the eligibility of the Employer's non-bargaining unit members under said plan.

28.2 Effective January 1, 2022, the Employer will contribute (for any employee enrolled in said plan), into an HRA/VEBA account, an amount equal to the applicable out of pocket limit under the NWFFT 1500 plan. This amount is \$2,000/year for employees enrolled in "individual" coverage and \$4,000/year for employees enrolled in "family" coverage.

28.3 The Employer shall also contribute an additional \$1,500 per year into each respective employee's HRA/VEBA account who is enrolled in the NWFFT 1500 Plan. The Employer shall begin this annual contribution in 2022.

28.4 The Employer and the IAFF shall mutually agree upon the HRA/VEBA provider. The parties will work cooperatively together to coordinate any necessary logistics related to the establishment of the HRA/VEBA plan and each employee's respective HRA/VEBA account. Each employee shall pay the costs/fees for their respective HRA/VEBA account, as well as any on-going maintenance costs/fees/penalties associated with their respective HRA/VEBA account.

28.5 The Employer will pay 100% of the employee, spouse, and dependent's premiums for medical and dental insurance.

28.6 The Employer will pay 100% of the premium for the employees' Basic Life Insurance.

28.7 The Employer and the Union shall maintain a labor/management committee to investigate alternative carriers and/or cost containment procedures for medical insurance on an annual basis to maintain adequate coverage at an acceptable cost.

28.8 The Employer and the Union agree that any dividends received and returned to the Employer from the medical and/or dental insurance providers remain the property of the Employer and shall be allocated for the sole purpose of payment of medical and/or dental insurance premiums provided for the employees, spouse, and dependents by the employer.

ARTICLE 29: Mileage

29.1 Employees required to use private automobiles while on duty for Employer business shall be compensated at the prevailing Federal IRS mileage allowance rate.

ARTICLE 30: WSCFF MERP Trust

30.1 The Employee shall make monthly contributions on a pre-tax basis from the base salary of each employee to the WSCFF Employee Benefit Trust. This trust shall remain separate and apart from any Employer retiree health insurance funding program unless change by mutual agreement of the parties to the agreement. The contribution rate the first year to the Trust shall be deducted from the employee's paycheck on a pre-tax basis at the rate of \$250 per month. The Union shall have the option to adjust the contribution rate from time to time. These contributions shall be included as salary for purpose of calculating retirement benefits.

30.2 The Employer shall be obligated to payment of contributions in the amount provided above by the 20 of every month for that month's contributions. The Employer will cooperate with the Trust in allowing a payroll audit to ascertain if the proper amount of contributions have been made.

ARTICLE 31: Deferred Compensation Match

31.1 The District will contribute \$50 per month as a match to the employee's deferred comp account. The payment will be made twice a month in the amount of \$25 per pay period up to the Federal Deferred Comp Maximum. A contribution by the employee is required for the employer match to become effective.

ARTICLE 32: 6.2% Replacement for Social Security Benefit

32.1 Effective August 1, 2004, each fire fighter in the bargaining unit shall receive at each pay period, an amount equal to 6.2% of that firefighter's social security eligible wages as an add to pay. Each employee may elect to have such add to pay contributed into their deferred compensation account established pursuant to the statutes, rules and regulations governing Washington State's deferred compensation plan. Such add to pay shall be considered as a social security substitute benefit and, therefore, shall not be deemed wages for collective bargaining purposes. However, in collective bargaining, any add to pay may be considered part of the employee's total compensation package as a benefit. The add to pay shall be considered wages for purposes of overtime calculations.

32.2 At the time of this Agreement, the deferred compensation plan available for use is the State of Washington plan. The Union is studying alternative deferred compensation programs. The parties have not yet reached a mutual agreement as to whether they may negotiate deferred compensation plans other than the State of Washington plan. The parties agree that should in the future the Union establish that other plans are lawful the parties will enter into negotiations to consider such alternative plans.

ARTICLE 33: *Longevity*

33.1 Longevity pay shall be applied to the base salary for the employee who has completed the following schedule of years of service as a full-time employee with the employer:

Completion of 5 Years of Service	1% per month
Completion of 10 Years of Service	2.5% per month
Completion of 15 Years of Service	3.5% per month
Completion of 20 Years of Service	4.5% per month
Completion of 25 Years of Service	5.5% per month

ARTICLE 34: *Training Officer*

34.1 To fill the Training Officer position, the employer shall advertise the position to the existing Lieutenants. If more than one Lieutenant desires the Training Officer position, the Employer shall conduct a selection process to fill the Training Officer position. After completion of this selection process, the Employer will make an appointment to the Training Officer position using the Rule of 3. If none of the existing Lieutenants express an interest in the Training Officer position, then the Employer shall appoint the least senior Lieutenant to the position.

34.2 Once appointed to the Training Officer position, the employee holding that position shall serve in that capacity for a period of 2 years unless the Employer decides, in its discretion, to reassign the Training Officer to another position at an earlier date. After the foregoing 2 year term expires, the Training Officer and the Employer, upon mutual agreement, can choose to extend the assignment indefinitely for additional 2 year terms should Employer and the Training Officer so desire.

34.3 Notwithstanding the foregoing paragraph, the Training Officer shall be permitted to test for the rank of Captain (provided they meets the qualifications and eligibility requirements for a Captain position) while serving as the Training Officer. If the Training Officer is successful in obtaining a promotion to the rank of Captain, the Employer shall assign the employee out of the Training Officer position and into a Captain position. In that event, the Employer shall fill the Training Officer position with another Lieutenant using the procedures outlined above in this Article 34.1.

34.4 The Training Officer shall work a 40 hour regularly scheduled weekday flex shift mutually agreed upon between the employee and Fire Chief or designee.

34.5 The Training Officer, with approval of the Fire Chief or designee, may change their schedule to meet the needs of the position. These changes cannot result in an excess or deficiency of 40 hours per week.

ARTICLE 35: *Sick Leave and Disability*

35.1 Sick Leave Accrual Rates per month:

Day Shift = 10 Hours per month

24 Hour Shift = 18 Hours per month

35.2 Each employee covered by this Agreement shall accrue sick leave at the rate set forth above, up to a maximum of 1200 hours.

35.3 Employees who exceed the maximum sick leave of 1200 hours, will receive a payout equivalent to 25% of any unused balance over the maximum limit on December 31st. This payment will be paid out on the first pay period paycheck of the following year. The rate that will be used for the payment is the regular rate of pay in effect on January 1st of the current year.

35.3 Sick Leave may be used in accordance with Ch. 49.46 RCW and any other applicable law.

35.4 If an employee's need for sick leave is foreseeable, they must provide advance notice of at least 10 days, or as early as practicable, in advance of their use of the sick leave. The employee shall provide this notice in writing to their supervisor.

35.5 If the employee's need for sick leave is unforeseeable, they must provide notice as soon as possible before the start of their shift. Employees requesting sick leave under this circumstance shall make every effort to contact the shift supervisor no less than one hour prior to the start of their shift and shall then follow-up said notification with an electronic time-off request within 24 hours (unless incapacitated - in which case the employee shall submit an electronic time-off request as soon as possible).

35.6 When an employee leaves after 5 years of continuous employment with the Employer, the Employer shall buy back all unused sick leave of the departing employee at a rate of 25%, up to 960 hours. The buy back shall be based on the employee's rate of pay at the time the employee leaves employment of the Employer.

35.7 In case of an employee's death, the Employer shall buy back all unused sick leave from that employee at a rate of 50%, up to 960 hours. The buy back shall be based on the employee's rate of pay at the time of their death.

35.8 In case of an employee line-of-duty-death, the Employer shall buy back all unused sick leave from that employee at a rate of 100%, up to 1200 hours. The buy back shall be based on the employee's rate of pay at the time of their line-of-duty-death.

35.9 Sick leave buy back shall not occur if the employee was discharged for cause.

35.10 Sick Leave absences that exceed 3 days the employee is scheduled to work, upon request of the Fire Chief or designee, will require verification from the employee's health care provider that their use of sick leave is for an authorized purpose under RCW 49.46.210. Failure to produce such verification shall be grounds for denying sick leave pay.

35.11 Pension and disability leave shall be granted in accordance with the Washington State Industrial Insurance and Workman's Compensation Act and the LEOFF II Pension Act as they may be amended from time to time. Employees eligible for LEOFF I Pension Act shall be granted pension and disability in accordance with the requirements of said act.

35.12 When an employee is unable to perform their duties due to injury or illness and the Employer determines that appropriate work is available and the employee's physician certifies in writing that the employee is capable of performing specific light duties, the Employer will attempt to provide light duty assignments. These special duties shall not exceed 6 months of duration. The Fire Chief may require a second opinion and certification by a physician selected by and paid by the Employer of an employee's fitness, relating to the injury, to return to full duty.

35.13 Employees on light duty may work a flex schedule approved by the Fire Chief or designee.

35.14 In the event an employee, of any rank, assigned to a 24 shift is absent from work for more than 3 days due to an on-the-job injury/illness, and said leave is determined by Washington's Department of Labor & Industries (L&I) to qualify for time loss compensation under L&I's rules and regulations, the Employer shall reassign said employee to a 40 hour work week. In this event, the employee shall accrue vacation and sick leave under the same terms as any other employee assigned to a 40 hour work week. Additionally, said employee shall not be obligated to work additional debit days (beyond those they were already obligated to work prior to the injury). For any employee reassigned to a 40-hour work week pursuant to this Article 35, the Employer will review the total debit hours worked by the employee in November. If the employee has worked more debit days than owed due to the reassignment, the Employer will reimburse the employee through pay or compensatory time at the overtime rate in accordance with Article 27.

ARTICLE 36: *Military Leave*

36.1 Employees who are members of the military reserve units shall be granted time off for active duty training, not exceeding 21 days, during each year beginning October 1st and ending the following September 30th, as provided by Chapters 38.40.060 and 73.16.031 RCW.

ARTICLE 37: *Jury Duty*

37.1 Employees who are selected for jury duty shall be allowed necessary leave for such duty and shall schedule this leave with the Duty Shift Supervisor. During such leave employees will be paid their regular rate of pay, provided however, any jury duty pay (exclusive of expenses) received for service on a workday shall be reimbursed to the Employer. While on paid jury duty leave, the employee will submit the stipend payment from the court and will be reimbursed for the portion of the payment that is reimbursing mileage to and from the court.

37.2 Employees shall be required to report to work for any portion of their regularly scheduled shift during which they are not actually serving on a jury or waiting to be impaneled.

37.3 Employees who use leave for jury duty shall supply a copy of their jury duty summons with the timecard annotating this leave.

ARTICLE 38: *Bereavement Leave*

38.1 In connection with a death in the employee's immediate family, and with permission of the Fire Chief or designee, the employee shall be allowed time off with pay up for up to 48 scheduled hours off dependent upon the individual circumstances and to be determined by the Fire Chief or designee.

38.2 Immediate family is defined as: the employee's spouse, the employee's and/or spouse's son, son-in-law, daughter, daughter-in-law, mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, grandparents, and grandchildren.

38.3 If additional time off is needed, the Fire Chief may allow the employee to use unused sick leave, comp-time or time off without pay.

ARTICLE 39: Vacations

39.1 Employees shall each receive vacation leave on January 1st to be used during that year according to the following schedule:

Months of Service		Day Shift	24 Hour Shift
0 - 12 months	Hire date to end of first year	No accrual	No accrual
13 - 36 months	End of 1st year to end of 3rd year	8	4
37 - 48 months	Start of 4th year to end of 4th year	9.5	5
49 - 108 months	Start of 5th year to end of 9th year	14	7
109 - 168 months	Start of 10th year to end of 14th year	18	9
169 - 228 months	Start of 15th year to end of 19th year	20	10
229 months and after	Start of 20th year and after	22	11

39.2 Accrued vacation may not be carried from year to year; provided however, any employee who has attempted to schedule vacation within the time frame and parameters of the vacation policy and was not able to schedule such time off through no fault of the employee shall be able to carry accrued vacation time over to the following year and have first selection for that time to assure the same problem will not reoccur.

39.3 In selection of vacation leave, time will be taken by the employees on a seniority basis, by hire date. Vacation shall be scheduled in advance and approved by the Fire Chief or designee. All vacation requests shall be submitted by November 1st for the following calendar year. Any vacation to be traded for Debit Time, Article 24, shall be submitted by November 1st for the following calendar year.

39.4 No more than three 24 hour shift employees may be scheduled on approved vacation, comp time or personal floating holiday per day, Article 23.10.

39.5 If an employee becomes sick or disabled prior to their scheduled vacation, and it effects their ability to use their vacation, that employee shall be placed on sick or disability leave and allowed to reschedule their vacation within the procedures as outlined in Articles 39.2 and 39.3.

39.5 The vacation schedule can be changed at any time during the year with the approval of the Fire Chief or designee and those parties involved. The mutual cooperation of all personnel to cover vacation days with debit days is essential. Should conditions arise during the year that require personnel to use vacation on days that they have not already scheduled vacation, those personnel that have scheduled vacation on the same date(s) can be contacted and/or additional banked debit time can be scheduled to cover minimum manning with the approval of the Fire Chief or designee. If a firefighter needs to cancel scheduled vacation at any point of the year, the schedule can be reviewed by the administration and changes made if it does not create an overtime condition. The schedule remains flexible during the year and firefighters can use shift trades, reschedule vacation days with other firefighters or reschedule debit days with the approval of the Fire Chief or designee. Firefighters shall give at least one week notice should they wish to change a scheduled vacation day(s). If a scheduled vacation is approved to be canceled, the person canceling the vacation shall immediately reschedule those vacation days. The person covering these vacation day(s) with debit time shall be contacted to see if they can cover the "new" vacation day that is being requested. Should the person who is scheduled to work this debit day be unable to reschedule other options can be explored including days left in the debit day bank. The person scheduled to cover the original vacation day with debit time, will not work on the day they were scheduled and shall have their debit day banked unless approved by the Fire Chief or designee. This would apply to any leave that is canceled and covered by debit time, due to any reason.

ARTICLE 40: *Holidays*

40.1 The following are recognized Holidays:

- New Year's Day
- MLK Jr Day
- Presidents Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

40.2 If an employee's shift falls on one of the aforementioned holidays, the employee shall be paid at 1 ½ times their regular rate of pay, Article 26. Holiday pay rates begin at the start of the shift on the day of the holiday. The additional rate, over and above the employee's regular rate may be paid in compensatory time, if agreed upon by both the effected employee and the Employer. Employees not working on a holiday will receive no additional holiday pay. Employees working on a holiday, and utilizing debit time, shall be reimbursed at the holiday rate (debit + ½ pay).

40.3 Each new employee shall receive 2 floating holidays on their 1 year anniversary date. Annually, thereafter, employees shall receive 2 floating holidays on January 1st. Floating holidays shall be scheduled by mutual agreement of the employee and the Employer. The floating holidays may not be carried from one calendar year to the next and shall be scheduled at least 48 hours in advance of the paid time off.

40.4 As agreed to by Local members, 24 hours of floating holidays for those working only 24 hour shifts shall be available for use by local executive members to utilize for Union business as approved by the Local Executive Board. Other than Union Executive Board members, no employees are authorized to utilize their second floating holiday hours until after September 1 each year. No later than September 1 of each year, the Union shall provide the Employer with a list of floating holiday hours available for each employee to use. Employees who fail to use their "returned" floating holiday by December 31st shall forfeit said holiday without compensation.

40.5 The Employer agrees to add 1 additional floating holiday to any employee who used no sickness or disability leave the previous full (12 months) calendar year, to be used the present year; provided temporary disability resulting from an on-duty injury as determined by the Fire Chief, the temporary disability may not be considered in determining eligibility for the additional holiday. Employees working only 24 hour shifts shall receive 24 additional hours.

40.6 Two unpaid holidays per calendar year for reason of faith or conscience or for an organized activity conducted under the auspices of a religious denomination, church, or religious organization, shall be provided to each full or part time employee.

40.7 Unused, unpaid holiday, Article 40.6, not utilized during a calendar year, shall not carry over into the next calendar year, unless the following step has been taken:

- 1) Submit a request via email to the Fire Chief or designee providing the date leave is being requested and a brief outline of the reason this leave is being requested, no later than five working days prior to the date that the leave is being requested for.

40.8 The Fire Chief and/or their designee may approve unpaid holiday leave as it relates to this section of the policy and approval of such leave is subject to the operational needs of the Employer in compliance with WAC 82-56-020.

ARTICLE 41: *Leave of Absence*

41.1 A leave of absence, without pay or benefits, may be granted an employee for a period not to exceed 6 months. A request is to be submitted in writing, detailing the need for the leave, and shall be approved or denied at the sole discretion of the employer.

41.2 Per district policy, requests for leave of absence by career personnel, lasting more than 7 work days, must also be approved by the Board of Fire Commissioners.

41.3 The District will not grant a leave of absence, to any employee, who intends to become the employee for another employer or has been offered employment with an other agency.

41.4 Family Medical Leave, Military Leave and other types of leave are covered in other District policies, State and Federal Laws and contractual agreement.

ARTICLE 42: *Grievance Procedure*

42.1 A grievance is any dispute between the Employer and an employee or the Union which may arise because of interpretation, application, or alleged violation of any specific terms or provisions of this Agreement. Whenever possible, grievances should be settled on an informal basis with the employee's immediate supervisor.

42.2 All grievances must be initiated under the grievance procedure within 20 calendar days of the occurrence of the alleged violation or the time the employee and the Union reasonably should have been aware of the alleged violation.

- Step 1: The Union and/or the employee shall first present the grievance in writing setting forth the specific term(s) of the Agreement allegedly violated, the facts of the matter and the remedy requested to the Deputy Chief who shall review the grievance and render a written decision within 10 calendar days.
- Step 2: If the grievance is not resolved in step 1, the Union and/or grievant may submit the grievance in writing to the Fire Chief within 10 calendar days of the receipt of the Deputy Chief's decision. The Fire Chief shall review the pertinent material and render a decision within 10 calendar days.
- Step 3: If the grievance is not resolved by step 2, the Union and/or grievant may submit the grievance to the Board of Fire Commissioners by mail to the district main office within 10 calendar days of the receipt of the Fire Chief's decision. The Fire Commissioners shall have discretion to determine what testimony or additional evidence, if any, beyond the written grievance and all subsequent paperwork is necessary to resolve the grievance, and to schedule presentation of such testimony and/or other additional information. The Fire Commissioners shall render a written decision on the grievance within 20 calendar days from receipt of grievance.
- Step 4: If the grievance remains unresolved after 10 calendar days from the written decision of the Board of Fire Commissioners, the written grievance may be submitted by mutual agreement to a Public Employment Relations Commission mediator. Mediation may be waived by a written agreement of the Parties.
- Step 5: If the grievance is not resolved in step 4, or if the parties agree to waive the mediation step, the Union may submit written notice to the Employer of its intent to submit the grievance to arbitration within 20 calendar days of the Commissioners decision or the completion of step 4. Within 10 calendar days of the Union's request to arbitrate, a representative of the Union and of the Employer shall meet and attempt to agree on a neutral arbitrator. If unable to reach agreement, they shall request a list of 7 qualified arbitrators from the American Arbitration Association or from any other mutually acceptable source from which a neutral arbitrator shall be selected using traditional striking method. Nothing herein after shall prevent the parties from mutually agreeing to another method of arbitrator selection.

42.3 Arbitration: 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 on both parties. 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.

42.4 The arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change or modify the terms of this Agreement.

42.5 In the event the arbitrator finds they have no authority or power to rule in the case, the matter shall be referred to the parties without decision or recommendation on the merits of the case.

42.6 Expenses and compensation for the arbitrator's services and the proceedings shall be shared equally by the Union and the Employer: provided however, each party shall be completely responsible for all cost of preparing and presenting its own case. If either party desires a record of the proceeding, it shall solely bear the cost of such record.

42.7 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 the parties.

42.8 If no response is received from the Employer by the end of the time limit for its consideration of the grievance, the grievant may advance the grievance to the next step.

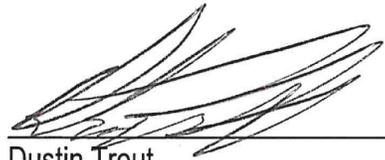
42.9 If the grievant does not meet the time limit proscribed for its action, the grievance shall be considered withdrawn or settled with the last response.

SIGNATURES

The following individuals, acting in their official capacities, confirm that this document is the official working agreement between Mountain View Fire and Rescue and the Mountain View Fire and Rescue Professional Firefighters IAFF Local 3186.

Signed on the 13th day of December, 2022


James Farrell
Board of Commissioners, Chair


Dustin Trout
IAFF Local 3186, President

Attest:


Greg Smith
Mountain View Fire and Rescue, Fire Chief

Appendix 1 – Scheduled Debit MOU



**Memorandum of Understanding
By and Between
IAFF Local #3186
And
Mountain View Fire and Rescue**

Date: October 7, 2022

Re: Assigned Debits for 2023

To allow for a fair distribution, by seniority, of debit shifts for 2023, Local 3186 and Mountain View Fire and Rescue agree to an assignment of debits for 2023.

This is a one-time pilot program for 2023. This language may be integrated into the future collective bargaining agreement. For calendar year 2024, Local 3186 and Fire Chiefs will meet to negotiate the extension of the current assignment or have the option to reselect.

Terms of the agreement:

- Selection of days 1-16 of the FLSA period is by seniority according to date of hire
- If Day 1 is selected, then Day 1 is that employee's personal debit day for the rest of the year one pilot program
- Trading debit days is allowed within the same FLSA period and shall result in no additional costs to the Employer, per Article 27.3
- Exchanging vacation for debits is allowed per Article 23.3 and requests must be made by November 1, 2022
- FLSA periods are 16 days long and there are 23 FLSA periods between 1/4/2023 and 1/6/2024
- Each employee is assigned debits on their selected day of the 16-day FLSA period based on the number of agreed upon debits in the 2020-2022 CBA. The 2023 CBA is being negotiated at this time. If the number of debits increases or decreases with in the new CBA, effective date of 1/1/2023, then the number of debits periods will be increased or reduced in 2023
- For each day of the 16-day FLSA period, as seniority selections occur, no more than three employees may choose an individual day
- Debit shifts may be exchanged for approved training with approval from the Fire Chief or designee

Example:

- Employee on B Shift has selected, by seniority, Day 7 to be their debit day. Per the 2022 contract, 13 debits are in effect. The employee has chosen to exchange 96 hours of vacation for debit. This leaves 9 debits remaining. The employee will select their debit on only Day 7 in 9 of the FLSA periods between 1/4/2023-1/6/2024. Those debits will be recorded in Fire Manager

Dated: October 7, 2022

Appendix 2 – Drug and Alcohol Regulation and Testing

DRUG AND ALCOHOL REGULATION AND TESTING POLICY

1. Policy

1.1 Illegal drug use and substance abuse by employees constitutes a serious threat to the public welfare and the safety of District personnel. It is the goal of this article to eliminate illegal drug usage and substance abuse. In addition, the use of alcoholic beverages or narcotics is prohibited at the District's work sites and while the employee is on duty. No employee shall report for duty, or remain on duty, under the influence of alcohol or a drug(s) that impairs his/her ability to safely perform their job duties. Nothing in the passage of I-502 in 2012 changes the intent of this Policy.

1.2 While the District wishes to assist employees with alcohol or chemical dependency problems if feasible, safety is the District's first priority. Therefore, employees shall not report for work or continue working if they are under the influence of, or impaired by, drugs or alcohol. Employees participating in treatment programs must observe all job performance standards and work rules.

1.3 The possession, manufacture, use, distribution, and/or sale of alcohol, drugs, and/or drug paraphernalia on District premises or while "on duty" is prohibited. "On duty" includes meal and break periods during the employee's shift.

1.4 Nothing in this Policy is intended, and shall not be construed as, altering the District's right to discipline or discharge employees for violations of District policy, either related to or unrelated to drug and/or alcohol use.

1.5 In accordance with the Drug-Free Workplace Act of 1998, an employee who is convicted of a violation of a criminal drug statute shall notify the District's Fire Chief no later than five (5) days after such conviction. For purposes of this policy, a "criminal drug statute" means a criminal law relating to the manufacture, distribution, dispensation, use, or possession of any controlled substance.

1.6 Employees having knowledge of another employee's condition/behavior that poses a potential threat to the safety of employees and/or the public shall promptly notify the Fire Chief.

2. Informing Employees About Drug and Alcohol Testing

2.1 Employees shall be provided a copy of this Policy.

2.2 Employees who voluntarily come forward and ask for assistance with an alcohol or other substance abuse issue, prior to the occurrence of any work performance or misconduct issues, shall not have that request for assistance used as the basis for disciplinary action by the District.

2.2.1 In addition, any employee who voluntarily notifies the District of an alcohol or drug abuse problem, prior to the occurrence of any work performance issues and prior to any violation of this Policy or other District rule/authority, may be given the assistance offered to employees with any other illness. As with other illnesses, the District may grant sick leave, vacation leave, or reasonable leaves of absence without pay (to the extent it does not constitute an undue hardship on the

District and is otherwise determined appropriate by the Fire Chief on a case-by-case basis) for treatment and rehabilitation of drug and alcohol abuse.

2.3 It is the employee's responsibility to report for duty ready and able to perform his/her job safely and effectively, unimpaired by drugs, alcohol, or any other intoxicating substance.

3. Employee Testing

3.1 Applicants for employment with the District are subject to drug and alcohol testing after receiving a conditional offer of employment pursuant to separate District policy (as such, the Policy set forth herein applies only to employees of the District).

3.2 Unless otherwise required by law or authority, current employees shall not be subject to random urine, breath, saliva and/or blood testing or other similar tests for the purpose of discovering possible drug or alcohol abuse, except under the terms of a second chance agreement (if the District agrees to enter into such an agreement). If the District has "reasonable suspicion" to believe an employee's work performance is impaired due to drug or alcohol use, the District may require the employee to undergo a drug and/or alcohol test consistent with the conditions set forth in this Policy.

3.3 "Reasonable suspicion", for the purpose of this Policy, 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: (a) slurred speech; (b) irregular or unusual speech patterns; (c) impaired judgment; (d) alcohol or substance odor on breath or body; (e) uncoordinated walking or movement; (f) unusual or irregular behavior such as inattentiveness, listlessness, hyperactivity, hostility, or aggressiveness; (g) possession of alcohol or drugs; and/or (h) involvement in a motor vehicle accident while operating a District owned vehicle (or a personal vehicle being used for District-related business) which results in a serious injury, a medical transport, and/or significant property damage. The foregoing list is for illustrative purposes only and shall not be considered exclusive.

3.4 Employees who are required to undergo a drug and/or alcohol test will be provided transportation to the collection facility and shall also be offered transportation home by a District representative. If suspected of being impaired, the employee will be advised against driving him/herself home or otherwise operating a motor vehicle.

4. Sample Collection

4.1 The collection and testing of samples shall be performed only by a laboratory and by a physician or healthcare 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 shall provide the results of employee tests to the District's designated official and to the tested employee.

4.2 Collection of blood, saliva, or urine samples shall be conducted in a manner which provides for the highest reasonable degree of security for the sample and freedom from adulteration. Blood or urine samples will be submitted as per NIDA standards, including recognized chain of custody procedures. Employees have the right, upon request, for Union and/or legal representation to be present during the submission of the sample (but such representation may not interfere with or obstruct the process). Prior to

submitting a urine, saliva, or blood sample, the employee will be required to sign a consent and release form substantially in the form contained in this Policy.

4.3 A split sample shall be reserved for an independent analysis in the event of a positive test result. All samples must be stored in a scientifically acceptable preserved manner as established by the NIDA approved facility. All positive confirmed samples and related paperwork must be retained by the laboratory for at least six (6) months or for the duration of any grievance, disciplinary action, or legal proceedings, whichever is longer. At the conclusion of this period, the laboratory's paperwork and specimen shall be destroyed unless otherwise prohibited by law.

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

4.5 Employees required to undergo a drug and/or alcohol test shall cooperate fully in the collection process and complete all required forms and documents.

4.6 If medical personnel at the collective site have reason to believe that an adulterated or substituted sample has been provided (or that the employee may alter or substitute the sample), the employee will be required to submit a second sample (or the original sample). This collection shall be under the direct observation of a same gender collection site staff person. The employee will be required to provide the additional or original sample during an observed collection prior to leaving the collection site.

5. Drug Testing (Non-Marijuana)

5.1 The laboratory shall test for only the substances and within the limits described in this Policy for the initial and confirmatory test as provided within NIDA standards. The initial test shall use an immunoassay test procedure which meets the requirements of the Food and Drug Administration ("FDA") for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these four (4) drugs or classes of drugs:

INITIAL TESTING

- (i) Cocaine metabolites: 300 ng/ml
- (ii) Opiate metabolites¹: 300 ng/ml
- (iii) Phencyclidine: 25 ng/ml
- (iv) Amphetamines: 1000 ng/ml

If initial test results are negative, testing shall be discontinued, all samples destroyed, and records of the testing expunged from the employee's files unless otherwise prohibited by applicable law or authority. Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the following listed cutoff values:

CONFIRMATORY TESTING

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

(i) Cocaine metabolites²: 150 ng/ml

(ii) Opiate metabolites

- Morphine: 300 ng/ml

- Codeine: 300 ng/ml

(iii) Phencyclidine: 25 ng/ml

(iv) Amphetamines

- Amphetamine: 500 ng/ml

- Methamphetamine: 500 ng/ml

6. Alcohol Testing.

A Breathalyzer or similar equipment shall be used to screen for alcohol use and, if positive, shall be confirmed by a blood alcohol test performed by a qualified laboratory. This screening test shall be performed by an individual properly qualified to perform the test utilizing appropriate equipment. An initial positive alcohol test shall be 0.04 grams per 210 L. of breath. That is, if both breaths register at 0.04 or above, that constitutes a positive test. If only one breath is at 0.04 or above and the other is below 0.04, the test is negative. If initial testing results are negative, testing shall be discontinued, and all samples destroyed, and records of the testing expunged from the employee's files unless otherwise prohibited by law or authority. If initial testing results are positive, the test shall be confirmed using a blood test. Sample handling procedures, as described above in this Policy, shall apply. A positive blood alcohol level shall be 0.04 grams per 100 ml of blood.

7. Marijuana Testing

7.1 In the State of Washington, marijuana use is legal in some circumstances, both as a prescription medication and as a drug used for recreational purposes. Nevertheless, it is a violation of this Policy for employees to be under the psychoactive effects of marijuana, or otherwise impaired by marijuana, while on duty or otherwise working for the District.

7.2 The District recognizes that marijuana metabolites can stay in a person's blood for weeks after the psychoactive effects of the drug have completely subsided.

7.3 A saliva test shall be used to screen for the psychoactive effects of marijuana use and/or marijuana impairment and, if positive, shall be confirmed by a blood test performed by a qualified laboratory. This screening test shall be performed by an individual properly qualified to perform the test utilizing appropriate equipment. An initial positive level shall be 5 nano grams per milliliter of Delta-9-tetrahydrocannabinol. If initial testing results are negative, testing shall be discontinued, and all samples destroyed, and records of the testing expunged from the employee's files unless otherwise prohibited by law or authority. If initial testing results are positive, the test shall be confirmed using a blood test. Sample handling procedures, as described above in this Policy, shall apply. A confirmatory test shall also test for the psychoactive effects or other impairment from marijuana usage. A positive blood level shall be 5 nano grams per milliliter of Delta-9-tetrahydrocannabinol.

² Benzoylcegonine.

8. Reporting of Results.

8.1 The parties shall designate a Medical Review Officer (MRO) who is a licensed physician to review all confirmed positive test results from the laboratory and communicate those results to the District. The MRO shall examine alternative medical explanations (if any) for any positive test results. This process shall include an interview with the affected employee, the employee's medical history, and any other relevant biomedical factors to the extent the employee provides such information to the MRO for their review. Employees involved in this step of the process shall make themselves and any requested records available to the MRO within 48 hours after request.

8.2 Unless otherwise required by law, the District will keep the results confidential and shall not release to the general public (provided, however, the District may use the results in a disciplinary, administrative, and/or other legal process relating to the employee).

8.3 Upon written request by the employee, the District shall make one (1) legible copy of the results of their drug and/or alcohol tests (if the test is positive) available to the employee once the District receives a copy of the subject test(s).

8.4 If the results of the testing process set forth herein are positive and support a conclusion that the employee used an illegal drug or reported to work under the influence of drugs or alcohol, the employee may be subject to disciplinary action, up to and including immediate discharge.

8.5 The laboratory and/or the MRO are also authorized to release specific test results to the District and Local 3186 in cases of a grievance and/or a legal challenge.

9. Testing Program Costs.

The District shall pay for all costs involving drug and alcohol testing. The District shall also reimburse each employee for their reasonable time and expenses, including travel incurred, involving the testing procedure only.

10. Rehabilitation Program

10.1 Any employee who tests positive for a substance listed in this Policy may be medically evaluated, counseled, and treated for rehabilitation as recommended by a Substance Abuse Professional (SAP) or counselor if such test occurs prior to the occurrence of any work performance or misconduct issues. In that event, the MRO is authorized to communicate the specific results and information from the testing process to the SAP or counselor overseeing the employee's treatment program. Employees who complete a rehabilitation program may be re-tested randomly, without prior notice, for three (3) years following completion of a rehabilitation program. If an employee tests positive during this 3 year period, he/she shall be subject to disciplinary action by the District, up to and including termination.

10.2 An employee may voluntarily enter a rehabilitation program without a requirement or prior testing. Employees who enter such program on their own prior to any work performance issues shall not be subject by the District to random re-testing.

10.3 Employees will be allowed to use their accrued and earned leave (if any) for the necessary time off involved in the rehabilitation program.

10.4 The employee will be solely responsible for any costs and expenses, not already covered by medical benefits/insurance, relating to the rehabilitation and treatment program.

10.5 Employees who refuse to participate in a recommended rehabilitation program, or who fail to successfully complete a recommended rehabilitation program, shall be subject to disciplinary action, up to and including termination of employment.

10.6 Nothing in this Section 10 (or in this Policy) is intended, or shall be construed as, altering the District's right to discipline or discharge employees for violation of District policy, either related or unrelated to drug and/or alcohol use.

11. Right of Appeal.

The employee has the right to challenge the result of the drug or alcohol test and any discipline imposed to the same extent that he/she may grieve any other District action under the Collective Bargaining Agreement between the District and Local 3186. Employees who dispute the results of a drug test may have their split sample tested at their cost at another NIDA certified laboratory. This request must be made within 72 hours of notification of a positive drug result.

12. Employee Failure to Comply with the Collection Process.

Employees who refuse or fail to fully cooperate in the collection process may be subject to discipline, up to and including discharge. Examples of failure to fully cooperate include actions such as refusing to sign the necessary consent/release forms; delaying and/or obstructing the collection process; failing to provide the specimen for testing; and attempting to substitute or adulterate a specimen. The foregoing list is not intended to be an all-inclusive list. District management shall, in all circumstances, have the final right to determine the appropriate level of discipline depending on the specific circumstances, the employee's performance records, and any other pertinent facts.

13. Technology.

The parties recognize that during the life of this policy there may be improvements in the technology of testing procedures which provide more accurate testing for on-the-job impairment, or which constitute less invasive procedures for the employees. In that event, the parties will bargain in good faith whether to amend this policy to include such improvements. If the parties are unable to agree, the issue will be submitted to impasse procedures under Ch. 41.56 RCW.

14. Consent and Release Form for Drug/Alcohol Testing.

As described above in this Policy, every employee subject to drug and/or alcohol testing shall sign a consent form substantially as set forth below:

I acknowledge I have received a copy of, have been duly informed, and understand Mountain View Fire and Rescue's drug and alcohol testing policy and procedures.

I understand that if I voluntarily come forward and request to enter a substance abuse rehabilitation program, prior to the occurrence of any work performance or misconduct issues, I will not be disciplined by the District for making this request.

I understand how drug/alcohol tests are conducted under District Policy and have received answers to any questions I may have.

I understand that the laboratory administering the foregoing tests may release the results to the Medical Review Officer (MRO), who shall release his/her conclusions to the District after review and interpretation. If I test positive, I agree to make any requested records and myself available to the MRO within 48 hours of such request. In that event, I also agree to make any other records I believe are relevant available to the MRO within the same 48-hour time period. The information provided to the District from the MRO shall be limited to whether the tests were confirmed positive or negative and, if positive, the type and amount of drugs and/or alcohol for which I tested positive. No other test results will be released, except as provided herein, without my written consent.

I understand that I have the right, upon request, to a copy of my complete test results and that the laboratory collecting the subject sample(s) will preserve the sample(s) for six (6) months. If I test positive for drugs, I have the right to have the split sample tested at my own expense at another NIDA certified laboratory. I understand I must make this request within 72 hours of notification of a positive drug result by the MRO.

I understand that the District is requiring me to submit to this testing as a condition of my employment and that if I tamper with, alter, substitute, or otherwise obstruct or fail to cooperate with the testing process, I will be subject to disciplinary action, up to and including termination of employment.

I understand that a confirmed positive test will result in actions taken by the District which are consistent with the District's policies and practices for substance abuse testing. This may include disciplinary action, up to and including termination of employment.

I further understand that a confirmed positive drug or alcohol test result (which occurs prior to the occurrence of any work performance or misconduct issues) may result in the requirement that I successfully complete a substance abuse rehabilitation program to retain my employment with the District. In this event, 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 the 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 District. If required to participate in a treatment or rehabilitation program, I authorize the laboratory and MRO to release any information relating to the test and/or test results to the Substance Abuse Professional (SAP) or treatment counselor. My signature below represents my consent for release of this information.

Subject to my rights under the Collective Bargaining Agreement between the District and Local 3186, I consent to the collection of a urine, blood, breath, and/or saliva sample, and the analysis thereof, pursuant to the terms and conditions of said Collective Bargaining Agreement and any related District Policy. By signing this consent form, I am not waiving the right to challenge any confirmed positive test result and any District action based thereon. In order to pursue any challenge related to a test result, I understand that I will be required to authorize the laboratory and MRO to release to the District and my Union any information relating to the test and/or test results.

Printed Name of Employee

Signature of Employee

Date of Employee Signature

Printed Name, Signature, and Title of Witness

Date