

AGREEMENT

BY AND BETWEEN

SOUTH SNOHOMISH COUNTY FIRE & RESCUE, REGIONAL FIRE AUTHORITY

AND

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1828

JANUARY 1, 2021 THROUGH DECEMBER 31, 2025

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PREAMBLE

This Agreement is entered into by and between South Snohomish County Fire & Rescue, Regional Fire Authority hereinafter referred to as the "RFA", and the International Association of Firefighters, Local 1828, hereinafter referred to as the "Union". Individuals of the Union shall be referred to as "employees".

It is the purpose of this Agreement to achieve and maintain harmonious relations between the RFA and the Union and to provide for equitable and peaceful adjustment of differences that may arise, and to establish agreed upon standards of wages, hours, and other conditions of employment.

ARTICLE 1 RECOGNITION

- 1.1 The RFA recognizes the Union as the exclusive bargaining agent for all full-time career uniformed employees in the position of Battalion Chief and less.

ARTICLE 2 DISCRIMINATION

- 2.1 The RFA and the Union agree that no employee shall be unlawfully discriminated against by reason of Union status, race, color, creed, religion, gender, age, veteran status, national origin, marital status, sexual orientation, gender identity, genetic information, or the presence of any sensory, physical, or mental disability, or any other legally protected class status.

ARTICLE 3 UNION SECURITY

- 3.1 It shall not be a condition of employment that employees of the RFA covered by this Agreement become or remain members of the Union in compliance with local, state, or federal laws.

ARTICLE 4 PAYROLL DEDUCTION OF DUES

- 4.1 The RFA agrees to deduct from the paycheck of each employee who has so authorized it, the regular monthly dues uniformly required by the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employee involved. Written authorization to deduct dues, service charges, or other voluntary deductions currently authorized by employees and being made by the RFA to political organizations shall be made by the employee on a form prescribed by the Union and approved by the RFA.
- 4.2 The Union agrees to indemnify and hold the RFA harmless against any and all claims, suits, orders, or judgments brought or issued against the RFA as a result of any action taken by the RFA under the above payroll deduction provisions of this Agreement. The RFA will remain responsible for its own errors in the administration of this article.

ARTICLE 5 UNION ACTIVITIES

5.1. Union Leave Bank

- A. A Union business bank will be established for the purpose of Union business time off. Each bargaining unit member will donate four (4) hours of vacation time per year, available from his or her personal vacation account, into the Union's business leave bank. This bank will be used at the discretion of the principal officers of the Union to ensure that Union members are able to attend Union-associated conventions, seminars, meetings, etc. If a member of the Local is a member of the IAFF, WSCFF, or any other labor organization that Local 1828 belongs to, that member will be able to use time from the Union leave bank. All at no cost to the RFA.

The RFA will deduct four (4) hours from each bargaining unit member at the beginning of the calendar year. At the end of the calendar year, any hours

remaining in the Union business leave bank will roll over to the next year. The number of available hours in the Union Leave bank will be determined by the number of bargaining unit members as of January 1st of each year, excluding the carryover.

5.2 RFA Leave Bank

- A. Union officials will be granted paid time off for Union business that will not count against the Union leave bank. The purpose of such leave time must be limited to matters that directly involve the administration of the agreement, such as labor management meetings, the processing and adjustment of grievances, and negotiations regarding changes to the existing Agreement.
- B. The allowable aggregate of such paid time off for all individuals shall not exceed 250 hours per year. No unused time off shall be carried over into the following years.
- C. Not charged against a leave bank will be the release of three (3) Union officials, if on duty, for a maximum of four (4) hours to attend monthly Labor/Management meetings, if held. Additional members may attend by using the Union leave bank.
- D. Not charged against a leave bank will be release time for contract negotiations. Up to three (3) members of the Union negotiating team shall be allowed time off, if working, for all meetings between the Union and the RFA for the purpose of negotiating the terms of the contract, provided that additional team members may attend as long as attendance would not result in overtime costs to the RFA.
- E. Not charged against a leave bank will be the release of Union officials for other functions at the express request of the RFA.

5.3 Notice Requirements and Bank Charges

- A. For any leave time, paid or unpaid, the Union President or designee must notify the Fire Chief or the Assistant Chief of Operations electronically or in writing of the Union's request within a reasonable period of time, normally no less than 5 calendar days in advance, unless circumstances do not allow for that amount of advance notice. The request must identify the purpose of the time off and if it is to be charged against the Union or RFA leave bank and is subject to operational and administrative needs.
- B. For time off charged against a bank, if the time off does not cause overtime, the deduction from the applicable bank will be made on an hour for hour basis. If the time off does cause overtime, the deduction from the bank will be made at the rate of one and one-half hours for each hour used to cover for the absent Union official.

5.4 Once the time off is approved, it cannot be revoked except in extreme emergencies.

- 5.5 The RFA shall furnish Union Bulletin Board in each station.
- 5.6 The Union may use an RFA fire station for Union meetings with prior approval of the Fire Chief or designee. Personnel on duty at the designated station may attend subject to availability for emergency response. Should it be necessary for an employee(s) at a non-designated station to attend a special Union meeting, another employee may stand by in their place, provided there is no increased cost to the RFA.
- 5.7 The RFA shall notify the Union president within fifteen (15) calendar days of any change in an employee's status, including but not limited to:
- A. Promotion
 - B. Transfer
 - C. Suspension/Layoff
 - D. Leave of Absence
 - E. Disciplinary Action
- 5.8 Meetings between the Union and the RFA shall be conducted at times and locations mutually agreed to by the RFA and the Union.

ARTICLE 6 RULES AND REGULATIONS

- 6.1 The Union agrees that its members shall comply in full with the RFA's rules and regulations, standard operating guidelines, and policies and procedures, including those relating to conduct and work performance. All employees shall be furnished, or have access to, a copy of the above-mentioned documents.
- 6.2 The RFA agrees that, in the event it contemplates any changes to RFA rules and regulations, standard operating guidelines, or policies and procedures that affect wages, hours and terms and conditions of employment or job performance and activate Union bargaining rights pursuant to RCW chapter 41.56, it will provide timely advance notice to the Union and will negotiate with the Union concerning the contemplated change(s).
- 6.3 The Union agrees to participate in an employee performance appraisal program. Any modifications to the existing program/SOG will be mutually agreed upon by the Union and RFA.

ARTICLE 7 SAVINGS CLAUSE

- 7.1 If any article of this Agreement, or any addendums hereto, is found to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal, the remainder of this Agreement and addendums shall not be affected thereby and the parties shall enter into immediate collective bargaining for the purpose of arriving at a mutually satisfactory replacement of such article.

ARTICLE 8 SUCCESSOR CLAUSE

- 8.1 This Agreement shall be binding upon the successors and assigns of the parties

hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by consolidation, merger, annexation, transfer, or assignment or either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

ARTICLE 9 MANAGEMENT RIGHTS

- 9.1 Subject to the provisions of this Agreement, the Union recognizes the prerogative of the RFA to operate and manage its affairs in all respects in accordance with the terms of this Agreement and applicable laws. The powers or authority which the RFA has not specifically abridged, delegated, or modified by this Agreement or which are proscribed by applicable law, are retained by the RFA.
- 9.2 Subject to the terms of 9.1 above, the direction of its working force and operations are vested exclusively in the RFA. This shall include, but not be limited to, the right to:
- A. Direct employees;
 - B. Hire, promote, transfer, assign, retain and lay off employees;
 - C. Suspend, demote, or discharge employees;
 - D. Maintain the efficiency of the operation entrusted to the RFA; and
 - E. Determine the manner in which such operations are to be conducted.
- 9.3 The RFA reserves the right to contract for goods and services provided such contracts do not result in the elimination or reduction of bargaining unit positions or work or alter the terms of this Agreement.

ARTICLE 10 PREVAILING RIGHTS

- 10.1 All rights and privileges for employees that constitute mandatory subjects of bargaining pursuant to applicable law and have been established through a continually recurring practice known and approved by both the RFA and the Union shall remain in full force.

ARTICLE 11 PROBATION

- 11.1 New employees shall be subject to a probationary period of twelve (12) months of continuous service commencing with their date of hire. During this period, such employees may be disciplined or terminated at the sole discretion of the RFA. Discipline or termination of an employee during the probationary period shall not be subject to the grievance procedure. No probationary employee shall be eligible to apply or receive promotional or specialty opportunities by the RFA. For leaves of 30 or more consecutive calendar days within the first 12 months, probation will be automatically extended, day for day. Additionally, by mutual agreement with the Union, the RFA may extend the 12-month period.

ARTICLE 12 ACCOUNTABILITY

- 12.1 Except as provided in Article 11, no employee shall be disciplined or discharged except for just cause.

12.2 Any discipline for cause shall be followed within 7 calendar days by a written statement to the employee delineating the facts surrounding the charge; the policy, procedure or rule violated; disciplinary action taken, and the actions required of the employee to eliminate future problems.

12.3 Discipline shall be progressive in nature and/or appropriate to the offense.

ARTICLE 13 GRIEVANCE PROCEDURE

13.1 Definition: a grievance is any dispute between the RFA 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. Employees should attempt to resolve grievance issues (aside from Article 2) at the lowest possible level. If the employee fails to resolve the matter to their satisfaction, the employee will present the grievance to the Grievance Committee, which the Grievance Committee shall present to the Executive Board who shall determine whether to advance the grievance to the next step.

13.2 If the Executive Board so authorizes, the Union shall within thirty (30) calendar days of the act giving rise to the complaint, or when the grievant should have reasonably known of the act giving rise to the complaint, submit the grievance in writing to the Fire Chief, or designee. The written grievance shall include the following information:

- A. The article(s) of the Agreement allegedly violated;
- B. The facts of the matter; and
- C. The remedy sought.

13.2.1 The Fire Chief or designee shall issue a written response including their decision and reasons therefore within thirty (30) calendar days of receipt of the complaint. If settlement is not reached, the Union may submit an appeal of the grievance to the board of commissioners for further consideration. Such appeal, including all paperwork pertinent to the case, shall be submitted within thirty (30) calendar days of the Fire Chief's decision.

13.2.2 The RFA's Governing Board shall issue a written response within thirty (30) calendar days of receipt of the grievance.

13.3 Arbitration: The Union shall notify the RFA within thirty (30) calendar days of the decision, in writing, to submit the matter to arbitration. The parties may attempt to select an arbitrator. If the parties are unable to agree upon an arbitrator, the Union or RFA will submit a request to the FMCS for a list of seven arbitrators (National Academy of Arbitrators membership and primary residence in Washington or Oregon) from which the parties shall select a neutral using the traditional striking method. Nothing herein shall prevent the parties from mutually agreeing to another method of arbiter selection.

13.3.1 The arbiter 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 arbiter 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.

- 13.3.2 Expenses and compensation for the arbiter's services and the proceedings shall be borne 50% by the RFA and 50% by the Union; provided however, each party shall be completely responsible for all costs of preparing and presenting its own case, including attorney fees. If either party desires a record of the proceedings, the requester shall solely bear the cost of such record.
- 13.4 It is the intent of the parties that all time limits shall be complied with; provided however, time limits may be extended by mutual written consent of the parties.
- 13.4.1 If no response is received from the RFA by the end of the time limit for its consideration of the grievance, the Union may advance the grievance to the next step.
- 13.4.2 If the Union fails to meet time limits prescribed for its action, the grievance shall be considered withdrawn.

ARTICLE 14 VACANCIES & PROMOTIONS

- 14.1 If a vacancy occurs in the RFA, which is not filled within sixty (60) calendar days, the RFA shall notify the Union in writing of its plans concerning the vacant position.
- 14.2 A represented position, permanently vacated, shall be filled from the current eligibility list.
- 14.3 Notice of promotional examination shall be given at least ninety (90) calendar days prior to the examination and shall include the scheduled examination date and applicable study/reference material. It shall be understood that promotional examination grading will be based on such study/reference material and "best practical knowledge experience."

To be eligible to enter the promotional examination an employee must meet the following minimum qualifications at the time of application:

14.3.1 HazMat:

1. Successfully completed entry level probation.
2. Technicians shall be promoted based on the classification needs of the RFA.

14.3.2 Rescue Technician:

1. Successfully completed entry level probation.
2. Technicians shall be promoted based on the classification needs of

the RFA.

14.3.3 Marine Operator

1. Successfully complete entry level probation.
2. Operators shall be promoted based on the classification needs of the RFA.

14.3.4 Paramedic:

1. Successfully completed entry level probation.
2. Paramedic certification must be maintained for a minimum of six (6) years.

14.3.5 Engine Operator:

1. Three (3) years as a career Firefighter/EMT with the RFA or any merged or consolidated agency with the RFA.
2. A candidate must have successfully completed the RFA Engine Operator Task Book.
3. Paramedics are not eligible to test for Engine Operator unless the employee is approved per article 15.6.

14.3.6 Tiller Operator:

1. One (1) year as an Engine Operator with the RFA or any merged or consolidated agency with the RFA and have successfully completed probation.
2. A candidate must have successfully completed the RFA Tiller Operator Task Book.
3. Paramedics are not eligible to test for Tiller Operator unless the employee is approved per article 15.6.

14.3.7 Ladder Operator:

1. One (1) year as a Tiller Operator with the RFA or any merged or consolidated agency with the RFA and have successfully completed probation.
2. A candidate must have successfully completed the RFA Ladder and Tiller Operator Task Book.

3. Paramedics are not eligible to test for Ladder Operator unless the employee is approved per article 15.6.

14.3.8 Captain:

1. Four (4) years as a Career Firefighter with the RFA, or any merged or consolidated agency with the RFA.
2. Forty-five (45) credits, including electives, in course work toward an accredited Associates degree in Fire, EMS or related field.
3. A candidate must have successfully completed the RFA Captain Task Book (Tier 1).
4. A candidate must have successfully completed the RFA Engine Operator Task Book.

14.3.8.1 MSO:

1. Four (4) years as a Firefighter/Paramedic with the RFA or consolidated agency with the RFA.
2. A candidate must have successfully completed the RFA Medical Services Officer Task Book (Tier1).
3. Must be on the current Captain's promotional test list or have already been promoted to the position of Captain.

14.3.8.2 Deputy Fire Marshal

1. Four (4) years as a career firefighter with the RFA or any merged or consolidated agency with the RFA.
2. Candidate must have successfully completed the RFA Deputy Fire Marshal Task Book (Tier1).
3. Forty-five (45) credits, including electives, in course work toward an accredited Associates degree in Fire, EMS or related field.
4. Must be on the current Captain's promotional test list or have already been promoted to the position of Captain.

14.3.9 Battalion Chief:

1. Four (4) years as a Captain, MSO, or Deputy Fire Marshal with the RFA or any merged or consolidated agency with the RFA.
2. Associate degree or higher in a fire, EMS, or related field.

3. A candidate must have successfully completed the RFA Battalion Chief Task Book (Tier 1).

14.3.10 Deputy Chief:

1. One (1) year as a Battalion Chief with the RFA or any merged consolidated agency with the RFA and have successfully completed probation.
2. All Deputy Chief candidates will be promoted from 1828.

14.4 Employees filing for promotional examination shall do so as outlined in the promotional notification no later than sixty (60) calendar days prior to the date of the examination.

14.5 The examination shall consist of an assessment center.

14.5.1 RFA Management and Union representatives shall not be evaluators but may serve as observers or facilitators.

14.5.2 The assessment center may consist of multiple components, including a written exam. The relative weight of each examination component will be as outlined in the promotional notification equal to a total of 100%.

14.6 When two or more candidates have the same composite score, preference on the eligibility list shall be determined by their seniority.

14.7 All promotional testing and eligibility lists shall be published.

14.8 Promotions shall be filled from among the top three candidates on the eligibility list. All qualified applicants for promotion shall be considered equally with preference to the highest scoring employee first. In the event any candidate is "passed over" or "skipped" for promotion out of final scoring order, the Fire Chief shall verbally provide the employee the detailed reason(s) for not being promoted to include, but not limited, to areas of measurable improvement the employee can make in order to promote in the future.

14.9 An eligibility list shall remain current for a period of twelve (12) months after the posting of the eligibility list or until exhausted, whichever comes first. The list may be extended for an additional period of up to twelve (12) months at the discretion of the Fire Chief.

14.10 All candidates taking the MSO and Deputy Fire Marshal tests must successfully complete the Captain's promotional exam prior to engaging in the testing process.

Personnel holding the rank of MSO or Deputy Fire Marshal at the time of ratification of this agreement who wish to hold the rank of Captain that have not previously held the position of Captain, will be required to test. If a candidate has been previously promoted and has not completed their probation, they will be required to complete a full probationary period. Candidates must be ranked in the top three (3)

to be considered for promotion. All qualified applicants for promotion shall be given equal consideration, with preference being given to the highest-scoring applicant.

Currently promoted MSOs and Deputy Fire Marshals who wish to hold the rank of Battalion Chief that have not previously held the position of Captain or Acting Captain, will be required to complete the Captain Task Book (Tier 1). All candidates must have completed the Battalion Chief Task Book (Tier 1) prior to testing.

- 14.11 Promoted employees, with the exception of promoted paramedics that will satisfy probation upon completion of their Paramedic Integration Program (PIP) requirements, shall serve a probationary period of 365 calendar days, excluding any single leave totaling more than 30 consecutive calendar days. If during that time the employee fails to perform the duties of the new position satisfactorily, he/she will be permitted to return to their previous position without loss of seniority. This shall apply whether or not the RFA position to which the employee promotes is in or outside the bargaining unit. Employee also shall have the right to return to their previous RFA position within 365 calendar days.
- 14.12 Any member that has been promoted to HazMat Technician/Rescue Technician/Marine Operator shall remain as a Technician/Operator for a minimum of 5 years from the date of certification. Exceptions may be made on a case-by-case basis as approved by the Fire Chief or designee. Technicians/Operators shall maintain at least the minimum training requirements provided by the RFA. Technicians/Operators shall maintain at least the minimum training requirements by December 31, or lose their incentive pay. Technicians/Operators shall make up missing training by March 31. Certification requirements beyond those required by law shall be bargained.
- 14.13 Short-and long-term vacancy procedures are outlined under Acting Out of Classification, Article 27.

ARTICLE 15 E.M.S. PROGRAM

- 15.1 The RFA and the Union agree to sustain an EMS program for the purpose of delivering incident response capabilities and maintaining employee certifications.
- 15.2 Minimum certification for employees is Emergency Medical Technician Basic (EMT-B) as defined by WAC. All newly hired personnel shall obtain certifications as required by Washington State and Snohomish County within their probationary period. Failure to maintain minimum certification may, at the Fire Chief or designee's discretion, be cause for discipline or employee termination. Minimum certification shall not apply to employees who were not a certified EMT-B upon formation of the RFA.
- 15.3 The RFA shall provide at no cost to the employee, minimum required continuing education, and ongoing EMS training either on-duty or on an overtime basis for all EMT's and Paramedics. All required books, tuition, fees, and materials for EMS minimum required training and certification shall be provided by the RFA.
- 15.4 Employee(s) failing to pass initial paramedic certification after attending the RFA-

approved training institution, and if failing to pass all allowable testing sessions, employee(s) may on their personal time, retake the course and examination as allowed by the accredited training institution or testing entity. Re-entry into a paramedic training program shall be in accordance with RFA paramedic school application procedures.

- 15.5 RFA employees may be offered an opportunity to advance their certification by participating in an RFA- approved paramedic training institution. Sponsored RFA employees shall apply for paramedic school as defined in Article 14.
- 15.6 Paramedic certification program exit procedures: A Paramedic wishing to revert to EMT-B shall forward a request to the Fire Chief or their designee requesting to exit the program a minimum of one year prior to desired date. The Fire Chief or designee may waive the one year minimum due to extenuating circumstances.
- 15.7 Paramedic program re-entry procedures: a Firefighter/EMT-B who has exited the paramedic program may apply to re-enter the program by sending a request to the Fire Chief or their designee requesting to recertify to EMT-P.

ARTICLE 16 WELLNESS/FITNESS PROGRAM

- 16.1 Employees shall fully participate and cooperate in the Wellness/ Fitness Program during the duty hour(s) prescribed by the Department.
- 16.2 There will be no disciplinary action taken against anyone who fully participates and cooperates in the program; however, anyone who shows unwillingness to participate shall be subject to discipline.
- 16.3 It is understood that the physical fitness program outlined in Article 16.1 will be based on the most current version of the IAFF/IAFC Wellness/Fitness Initiative.
- 16.4 Each employee shall be required to have an annual physical: any allowable cost shall be submitted to the employee's insurance coverage. The employee retains the right to choose a practitioner of their choice. The suggested protocol will be provided to the employee to give to private practitioner. If choosing a private practitioner, the before mentioned protocol cost shall be submitted to the employee's insurance coverage. Any of the unpaid balance of the medical protocol will be paid for by the RFA. If the private practitioner chooses to perform other testing based upon their professional judgment for the purpose of caring for the patient, those tests should be considered as part of the normal patient care-not for surveillance purposes-and billed accordingly.

Any medical exams, evaluations, tests, or procedures associated with the Wellness/ Fitness Program that require administration, evaluation, or review by a physician, licensed health care professional, or their designee and are not specifically required by Federal or State regulation are for the employee's information exclusively. The only information that the RFA will receive is that the IAFF/IAFC evaluation was completed and any aggregate data that does not identify any member individually.

- 16.5 It is understood that the medical guidelines outlined in 16.4 will be based on the most current version of the IAFF/IAFC Wellness/Fitness Initiative. Any future versions shall be mutually agreed upon prior to implementation.
- 16.6 The position of joint labor management Wellness Fitness Initiative (WFI) coordinator shall be selected annually by mutual agreement between labor and management and will be reporting to the RFA Health & Safety Officer.

ARTICLE 17 SAFETY

- 17.1 A joint safety committee shall be established and operated as per Local, State, and Federal regulations. The Safety Committee shall be chaired by the RFA Health and Safety Officer, from within the Union ranks.
- 17.2 The committee shall make its findings and recommendations to the Fire Chief or their designee. The Fire Chief shall be the responsible authority for any action.
- 17.3 All protective clothing and protective devices required by employees in the performance of their duties shall be furnished to the employee by the RFA and shall meet all applicable safety standards.

ARTICLE 18 REDUCTION IN FORCES

- 18.1 In case of personnel reduction, lay-off shall be done by reverse order of seniority. Personnel with the lowest seniority (by date of hire as a full-time, regular status employee) shall be laid off first. In the event personnel have the same date of hire, layoff shall be determined by final entry-level test scores, with the employee having the lowest test score laid off first.
- 18.2 In the event the RFA must reduce rank or job classification within the workforce, the Employee's "Time-In-Grade" shall determine the order in which the reduction in rank or job classification shall occur. Employees, who have been promoted to or have retained the position the longest, shall be the last who are reduced to the next lower promotion rank or to the next highest position within the department. Employees who have been promoted to or retained the position the least amount of time shall be the first reduced to the next lower promotional rank or to the next highest position within the department.
- 18.3 In the event the RFA must reduce rank or job classification and employees share the same promotional date, reduction shall be determined by final test scores (if comparable), with the employee having the lowest test score reduced to the next lowest rank or job classification first.
- 18.4 In the event the RFA must reduce rank or job classification and employees share the same promotional date and share the same final test score, the employee with the lowest seniority (by date of hire as a full-time, regular status employee) shall be reduced first.
- 18.5 Employees who were reduced in rank shall be returned to their previous highest promoted position in reverse order of the rank reduction when the next vacancy for the higher rank opens.

- 18.6 For all employees reduced in rank or job classification who have been previously promoted, there is no sunset date to return to their previous promoted position and they shall be re-promoted to the higher rank without having to participate in another testing process. Employees that did not complete probation shall finish.
- 18.7 Seniority shall be determined by continuous service with the RFA from the date of hire or time in grade whichever is applicable. Continuous service is defined in Article 21 and shall be broken by resignation, discharge, or retirement.
- 18.8 Each employee laid off shall be placed on a reserve list for five (5) years in order of layoff. Vacancies in the department shall be filled from the reserve list on a last laid off/first hired basis before persons outside the list are hired.
- 18.9 During the period an employee is on an authorized leave of absence without pay or on layoff status, seniority shall not accrue. Upon returning to work after such a layoff or leave, the employee shall be granted the level of seniority previously accrued in the rank to which he/she returns.

ARTICLE 19 PERFORMANCE OF DUTY

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

ARTICLE 20 ANNEXATION LAYOFF / JOB TRANSFER

- 20.1 Should any city or other governmental organization under contract to the RFA withdraw its contract within the life of their contract, then employees who volunteer would first be requested to transfer. If the number of volunteers is not sufficient, employees will be selected in reverse order of seniority.

ARTICLE 21 EMPLOYEES OF MERGED OR CONTRACTED ORGANIZATIONS

- 21.1 Any IAFF member of a merging fire department or a contracting organization's fire department shall enter the RFA and Union with complete seniority and equivalent rank intact. Seniority shall be based on continuous, full-time service with the merged or contracted fire agency.
- 21.2 The RFA and the Union shall recognize any and all service time of employees who

(a) previously worked continuously full-time for an IAFF-represented fire/EMS department that at the time contracted with or had an Inter-Local Agreement with the RFA, and/or (b) transfers without a break in service to a fire/EMS department that subsequently merges, consolidates, contracts or enters an Inter-Local Agreement with the RFA. Said time shall entitle the employee to all the rights, privileges, wages, and benefits of that position on the seniority basis.

21.3 No additional probationary periods or testing shall be required to meet 21.1 above by any IAFF member of a merging fire department or a contracting organization's fire department on probation with said department.

ARTICLE 22 STATION REALIGNMENT

22.1 The realignment of RFA boundaries including the closing of excess or underutilized fire stations that may result from the positive growth of the RFA through mergers, consolidations, incorporations or contracts shall not result in demotion or layoff of any employee.

22.2 Any reduction in force indicated by the activities outlined in 22.1 above shall be realized through attrition.

ARTICLE 23 JOB DESCRIPTIONS AND WORK ASSIGNMENTS

23.1 The Union agrees that its members shall comply with their existing job descriptions. Where changes in the job descriptions constitute mandatory subjects of bargaining, the RFA and the Union shall bargain prior to implementation.

23.2 Employees shall be assigned work which is consistent with recognized appropriate work for professional firefighters and be provided with adequate training which will assist them in completing their assignments.

ARTICLE 24 SHIFT EXCHANGE

24.1 Employees shall have the right to exchange shifts or portions of shifts when the change does not interfere with the operation of the department and is approved by the Battalion Chief. Trading partners must be qualified to act for one another.

24.2 Employees shall be permitted to work a maximum of forty-eight (48) hours straight during a shift exchange followed by a minimum of twenty-four (24) hours off.

24.3 The RFA recognizes an approved shift exchange request to stand in for another employee as assumption of full responsibility for the staffing of that shift, with the exception of an excused absence per Article 38; 38.1.

24.4 Employees shall have the right to relieve an employee before the employee's starting time with proper notification to the Station Captain; provided, said early relief does not reduce minimum staffing qualifications. Such time shall not be considered as time exchanged as identified in Article 24; 24.1.

24.5 Shift exchanges are to be at no cost to the RFA and as a rule requests are to be submitted at least one (1) day in advance, provided that a Battalion Chief may

waive the notice requirement.

ARTICLE 25 HOURS

- 25.1 The RFA has the right to establish work schedules. The RFA has established that the work period for bargaining unit shift personnel as that of a 24-day period and the work period and bargaining unit day shift personnel that of a 14-day period.
- 25.2 Bargaining unit members, except those listed in 25.4 below, shall work an average of forty-seven and one quarter (47.25) hours per week (2465.5 hours per year). The shift cycle shall consist of twenty-four (24) hours on-duty, twenty-four (24) hours off-duty, twenty-four (24) hours on-duty, one hundred twenty (120) hours off-duty; then the cycle shall start again. The balancing of the work cycle and work week shall be accomplished by assigning a debit day to all shift employees. The debit day shall not be changed unnecessarily and shall be scheduled one every 32 calendar days, repeating. Shift personnel shall receive overtime compensation for all hours worked in excess of the maximum hour standard of 182 under the 7(k) exemption or as provided under Article 29 of this contract.
- 25.3 In the event an employee is assigned to a station other than their permanent assignment, said employee shall report to their permanently assigned station and proceed to any re-assigned station while on duty unless notified prior to the end of the previous shift. Such temporary "floater" assignments shall be assigned to the least senior member of the crew unless a more senior member requests the assignment.
- 25.4 Those employees assigned to the 40-hour week shall work either five (5) eight (8) hour days, Monday through Friday, or four (4) ten (10) hour days, Monday through Friday scheduled between the hours of 0600 and 1800 with the exception of a maximum of one (1) day per week with flexible hours to allow for training periods. Any other forty (40) hour workweek schedule may be implemented that is mutually agreed upon by the RFA and the Union. Day shift personnel shall receive overtime compensation for all hours worked in excess of the maximum hours standard of 106 under the 7(k) exemption or as provided under Article 29 of this contract. Those employees assigned to the alternative shift schedule of Appendix C shall work as provided therein.
- 25.4.1 Members assigned to the twenty-four (24) hour shift shall report for duty not later than 0800 hrs. unless mutually agreed upon by the RFA and the Union. Two (2) hours shall be set aside daily for physical training. Members assigned to a forty (40) hour position shall report for work not earlier than 0600 and not later than 0800 and shall have one (1) hour set aside daily for physical training.
- 25.5 Newly hired members assigned to the Training Division shall work one of the following 40 hour per week schedules at the direction of the Training Division.
- 25.5.1 Monday through Friday, eight (8) hours per day, with a 30-minute break, or one (1) hour unpaid lunch break.

- 25.5.2 Monday through Thursday or Tuesday through Friday, ten (10) hours per day, with a 30-minute break, or one (1) hour unpaid lunch break.

ARTICLE 26 LIGHT DUTY

- 26.1 The RFA may offer transitional/light duty work when an employee is unable to perform regular duties due to a non-job-related injury/illness, or a job-related injury/illness where the employee is receiving the RFA supplement as outlined in RCW 41.04.520. The employee may perform light duty tasks, subject to the work restrictions indicated by the employee's medical provider and availability of light duty work within those restrictions.
- 26.2 Light duty does not constitute the creation of a new position. An employee may be assigned to transitional/light duty for a period not to exceed six (6) calendar months per occurrence. Transitional/light duty status may be extended in three (3) month increments up to twelve (12) months maximum for non-job-related injuries and fifteen (15) months for job-related injuries at the discretion of the Fire Chief or their designee.
- 26.3 Light duty assignments shall be performed during normal business hours, Monday through Friday, forty (40) hours per week. Alternative work schedules may be established by agreement of the RFA and employee. Employees on light duty shall receive compensation and benefits at their regular rank and salary level. Members assigned to light-duty shall not be eligible to earn the 7% shift differential.
- 26.4 All light duty assignments must be administered by Human Resources and approved by the Assistant Chief of Operations or their designee, prior to the start date of the assignment.
- 26.5 Any employee on light duty must adhere to the re-entry training standard SOG outlined by the Training Division.

ARTICLE 27 ACTING OUT OF CLASSIFICATION

- 27.1 An employee who for any reason is required to carry out the duties of a rank above that which he/she normally holds shall be paid at the next higher rate while so acting. Acting shall be paid hour for hour, in quarter hour increments.
- 27.2 Should an acting position of less than sixty (60) days occur, the following procedure would apply:

Engine Operator/Tiller Operator/Ladder Operator:

Qualified, at the Station, by Seniority, if none;
Qualified, within the Battalion, by Seniority, if none;
Qualified, within the Shift, by Seniority.

Captain:

Qualified, at the Station, by Seniority, if none;
Qualified, within the Battalion, by Seniority, if none;
Qualified, within the Shift, by Seniority.

MSO:

Qualified, within the Shift, by Seniority.

Battalion Chief:

Qualified, within the Battalion, by seniority, if none; within the Shift, by Seniority.

27.3 “Short-Term Temporary Assignments” are defined as a temporary assignment to an alternate position or position of greater rank for more than sixty (60) calendar days, but no greater than one hundred eighty (180) days.

27.4 Short-term temporary assignments shall be filled using the following methods:

27.4.1 For vacancies greater than sixty (60) calendar days and less than one hundred eighty (180) calendar days, and there is a valid current promotional list, the employee with the highest rank on the valid promotional list, on that shift, shall be assigned to that position.

27.4.2 For vacancies greater than sixty (60) calendar days and less than one hundred eighty (180) calendar days, and there is no valid or active promotional list, the vacancy shall be filled using the process described below:

- i. Most senior qualified Employee in that Battalion.
- ii. Most senior qualified Employee on that Shift.

27.5 “Long-Term Temporary Assignments” are defined as a temporary assignment to an alternate position or position of greater rank for more than one hundred eighty (180) calendar days, but no greater than three hundred sixty-five (365) days/shifts.

27.5.1 For vacancies greater than one hundred eighty (180) calendar days and less than three hundred sixty-five (365) calendar days, and there is a valid current promotional list, the Employee with the highest rank on the valid promotional list, shall be assigned to that position.

27.5.2 For vacancies greater than one hundred eighty (180) calendar days and less than three hundred sixty-five (365) calendar days, and there is no valid or active promotional list, the vacancy shall be filled using the process described below:

- i. Most senior qualified Employee on that shift.

27.5.3 When a valid current promotional list exists, the RFA may exercise discretion amongst the next three (3) eligible candidates on the

promotional list for long-term temporary assignments to an alternate position or position of greater rank.

- 27.6 The RFA, at its discretion, may choose to fill vacancies with acting pay and/or overtime in lieu of a short or long-term temporary assignment.
- 27.7 If no employees on the current promotional roster agree to the temporary assignment, qualified volunteers will then be requested for such assignment.
- 27.7.1 In the event two or more employees volunteer, a written examination and/or oral interview will be administered to select the most qualified person.
- 27.8 Short-term and long-term temporary assignments may require the RFA to move personnel from shift to shift in order to fill a vacant bargaining unit position(s).
- 27.8.1 All scheduled leaves/vacations for employees assigned to short and long-term temporary assignments will be honored.
- 27.9 For short and long-term temporary assignments in which an employee's shift status is changed from 24-hour shifts to non-shift, sick leave accruals shall be converted to the 40-hour rates.
- 27.9.1 Shift personnel who are temporarily assigned to non-24-hour shift assignment shall receive "Day Premium Pay" of 7% of their base wage as stated in Article 28.8.
- 27.9.2 The sick leave accruals for employees who are serving in short and long-term temporary assignments described above, and who have had accrual rates adjusted, will be restored to previous accrual rates upon the employees' return to their regular assignments, and their accrual banks adjusted to reflect what they would have accrued had they remained on 24-hour shift. Accrual rates for assignments less than 60 days will not be adjusted.
- 27.9.3 Employees working a temporary assignment on a non-24-hour shift, shall work a maximum of forty (40) hours per week.
- 27.10 Long-Term Acting Assignments for Exempt Positions.
- 27.10.1 It is recognized that command staff members are expected to perform a different set of duties, and work in an environment that requires significant autonomy. It is expected that a bargaining unit member who temporarily fills an exempt position will fulfill the duties of the position to which they are assigned. During this period, the employee shall not be eligible for callback overtime. Additionally, the employee is entitled to the rights and benefits of the exempt position they are filling.

ARTICLE 28 WAGES

- 28.1 Wages shall be increased by mid-market adjustments based on Union's TCC with

education incentive factored in.

28.1.2

<ul style="list-style-type: none">• 2021: mid-market adjustments based on Union's TCC with education incentive factored in, based on 15-yr FF (2.28%)
<ul style="list-style-type: none">• 2022: mid-market adjustments based on union's TCC with education incentive factored in, based on 15-yr FF (with South King Assumed at 4%) (4.89%)
<ul style="list-style-type: none">• 2023: 100% Seattle, Tacoma, Bellevue June to June CPI-W (9.5%)
<ul style="list-style-type: none">• 2024: 100% Seattle, Tacoma, Bellevue June to June CPI-W (min 0% max 7%)
<ul style="list-style-type: none">• 2025: 100% Seattle, Tacoma, Bellevue June to June CPI-W (min 0% max 7%)
<ul style="list-style-type: none">• Prospective only - Eliminate FF2 step (85% at 7-12 months) and keep FF1 (80%) for 12 months

28.2 Battalion Chief's pay: A differential of forty-four percent (44%) shall be established and maintained over the rates of pay established for the Senior Firefighter job classification.

28.2.1 Battalion Chief's subject to same sunset on paramedic premium pay as Captains which shall be December 26, 2025. No post sunset paramedic premium.

28.3 Captain's pay: A differential of twenty-two percent (22%) shall be established and maintained over the rates of pay established for the Senior Firefighter job classification.

28.3.1 Captain Paramedic: A differential of twenty-five (25%) shall be established and maintained over the rate of pay established for the Senior Firefighter job classification.

28.3.2 Captain Paramedics who voluntarily accept, may count as paramedic staffing after downgrading units and to prevent medic mandatory. If a Captain is working as the primary paramedic on a unit, they will be paid Captain/Paramedic wage plus full medic pay (125% + 15% = 140%).

28.3.3 There will be a hard sunset for the use of Captains to work as the primary paramedic on December 26, 2025.

- After the sunset if a Captain wants to continue receiving the 3%, they will commit to being qualified and willing to act as an MSO.

28.4 MSO pay: A differential of thirty-two (32%) shall be established and maintained over the rates of pay established for the Senior Firefighter job classification.

28.5 Deputy Fire Marshal pay: A differential of twenty-two percent (22%) shall be established and maintained over the rates of pay established for the Senior Firefighter job classification.

28.6 Paramedic pay: A differential of fifteen percent (15%) shall be established and maintained over the rates of pay established for the Senior Firefighter job classification.

28.7 Upon ratification of this agreement Senior Firefighter Medics will receive upon completion of 10 years a 5% senior medic longevity pay based on Senior Paramedic.

28.7.1 Newly hired employees who have prior Paramedic experience that meet Article 28.7 will be eligible for Senior Medic longevity pay.

28.7.2 All Firefighter Paramedics must be off probation to be eligible for the longevity medic pay.

28.8 Rescue/HazMat pay: A differential of three percent (3%) shall be established and maintained over the rates of pay established for Senior Firefighter job classification. Battalion Chief rank salary is inclusive of this figure and is not adjusted for specialty.

28.9 Any Battalion Chief, Captain, MSO, Deputy Fire Marshal, Firefighter/Paramedic or Firefighter assigned to a forty (40) hour week for more than thirty (30) consecutive days shall receive a shift differential of seven percent (7%), after 30 days.

28.9.1 Any member receiving the seven percent (7%) day shift differential shall be eligible to work suppression shift overtime.

28.10

<u>Classification</u>	<u>Differential</u>
Engine Operator	5%
Tiller Operator	5% (no stacking with Engineer)
Ladder Operator	8% (no stacking with Engineer or Tiller)
Marine Specialty	3% Hour for Hour while assigned to the Marine Station

28.10.1 Transport Unit: Transport unit pay for Basic Life Support (BLS) providers will be four percent (4%) of Senior Firefighter wage for hours worked when assigned to a dedicated transport unit. This pay is for BLS providers working on a dedicated transport unit. BLS providers assigned to an alternative work schedule will receive the day differential and not be eligible for the additional four percent 4%.

28.11 Salary pay steps shall be:

37 MONTHS & UP	SR. FIREFIGHTER	100%
25 TO 36 MONTHS	FIREFIGHTER 3	95%
13 TO 24 MONTHS	FIREFIGHTER 2	90%
0 TO 12 MONTHS	FIREFIGHTER 1	80%

*Employees currently receiving Firefighter 2 pay at 85% prior to the settlement of this agreement will remain in this step until the 13th month of employment has been reached.

ARTICLE 29 OVERTIME PAY

- 29.1 Overtime shall be paid for any work authorized or required and performed in excess of the employee’s scheduled work hours, including attendance at schools or classes required by the RFA.
- 29.2 Overtime shall be paid at the rate of one and one-half (1.5) times the employee's regular rate of pay, or at the higher rate of pay when acting, and shall be compensated in increments of fifteen (15) minutes. An employee’s regular rate of pay includes the employee’s base pay plus incremental pays including educational incentive, longevity pay, the day differential, and specialty pays (hazmat technician, rescue technician, and marine operator). Overtime calculations for Marine Operator will only be for hours assigned to the marine station. Deferred compensation plan contributions by the RFA or the employee shall not be considered part of the employee’s regular rate of pay for the calculation of overtime pay.
- 29.3 Mandatory overtime that puts employees into a 72-hour shift is paid at double time unless the 72-hour shift is due to a 48-hour shift trade.
- 29.4 Employees called back to duty after completing required duty times and having left the place of duty shall be compensated for actual time spent but in no event shall such compensation be less than two (2) hours at the overtime rate. Non-shift overtime has no minimum duration.
- 29.5 An employee's hourly overtime compensation rate shall be determined by dividing the employee's total regular annual rate by the number of regularly scheduled annual hours and multiplying by one and one-half (1.5).

ARTICLE 30 EDUCATIONAL INCENTIVES

- 30.1 Employees shall be paid 0.00035 of the Senior Firefighter base salary rate for each credit earned toward an accredited Associate degree in fire command/administration, EMS, or in a related field approved by the Chief.

Employees receiving this prior to July 1, 2020, will continue to receive this partial education incentive.

- 30.2 The RFA shall pay tuition and necessary books for all courses leading to an Associate, bachelor's, or master's degree in fire science, fire command/administration, EMS, EMS Management, Fire Protection, Fire Technology, Public Administration, Public Safety Administration, Homeland Security, Nursing, Paramedicine, EMS Management, Business Management or Administration, Emergency Management or Disaster Preparedness, Fire Officer, Executive Fire Officer and Fire Inspection and in related fields approved by the Chief.

Courses must be pre-approved through the Fire Chief and/or their designee prior to registration. Reimbursement shall occur upon successful completion of the approved course(s). (Exception: prepayment for tuition may occur for Learning Partnership Institutions contracted with the RFA.) The employee shall submit proof of successful completion of the approved course(s) and all necessary receipts. A 2.0 grade point or greater shall be considered as successful completion of the course.

- 30.3 After achievement of an Associate or bachelor's degree in Fire Science, Fire Command/Administration, EMS, EMS Management, Fire Protection, Fire Technology, Public Administration, Public Safety Administration, Homeland Security, Nursing, Paramedicine, EMS Management, Business Management or Administration, Emergency Management or Disaster Preparedness, Fire Officer, Executive Fire Officer and Fire Inspection or in a related field approved by the Chief, the educational incentive shall be increased to a total of three point five percent (3.5%) or four point five percent (4.5%), respectively, of Sr. Firefighter base salary. Any degrees other than those listed in Article 30.5 that have a direct relationship to current daily work functions may be submitted to the Fire Chief for consideration of recognition.
- 30.4 An employee who earned a bachelor's degree from an approved accredited university in a field of study not listed in this Article, prior to date of hire, who has achieved an Associate degree in a fire service field shall receive incentive pay at the bachelor's degree rate. No bachelor's degree in a field of study not listed in this Article completed after the employee's date of hire is eligible for this provision unless approved by the Chief.

ARTICLE 31 DEFERRED COMPENSATION

- 31.1 The RFA agrees to contribute to a 457 Deferred Compensation Plan of the employee's choosing at the rate of 5.75% of the employee's regular monthly salary, defined as base pay plus incremental pays including educational incentive, longevity pay, specialty pays and overtime, provided that the RFA contributions will cease when total contributions, inclusive of employee contributions, reach the 457 Plan and IRS limits. The RFA shall provide to each employee on at least a quarterly basis the cumulative total of deferred income into the employee's 457 Plan.

31.2 The RFA and Union shall mutually agree upon deferred compensation vendors and agree to explore alternative plans.

ARTICLE 32 LONGEVITY PAY

32.1 Longevity shall be administered using the following formula and is to be added to the employee's monthly salary.

After 5 years of service	2%	of Senior Firefighter
After 10 years of service	4%	of Senior Firefighter
After 15 years of service	6%	of Senior Firefighter
After 20 years of service	8%	of Senior Firefighter
After 25 years of service	10%	of Senior Firefighter
After 30 years of service	12%	of Senior Firefighter

ARTICLE 33 MILEAGE ALLOWANCE

33.1 An employee required to use their private vehicle during working hours for RFA business shall be compensated at the IRS-authorized rate.

33.2 Request for mileage must be reported to the Battalion Chief within two weeks of occurrence.

33.3 Mileage allowance shall be paid monthly.

ARTICLE 34 UNIFORMS

34.1 The RFA shall provide all uniforms needed by the employee for work using a quartermaster system, managed by the RFA Health and Safety Officer.

34.2 All protective gear, including uniform pants, shall meet current Washington State Labor & Industries requirements at the time of issue, per applicable RFA Uniform SOG.

34.3 Any items purchased by the RFA shall remain the property of the RFA and will be returned within two weeks of separation, with the exception of Class A and helmet for those who retire.

ARTICLE 35 BEREAVEMENT LEAVE

35.1 In case of a death in the immediate family of any employee, any 24-hour or alternative work schedule shift employee may, upon request, be granted up to forty-eight (48) hours off at their regular rate of pay, and up to forty (40) hours for non-shift employees.

35.1.2 Additional leave may be granted use of vacation leave for the purpose of supporting an employee's needs. Such leave shall be approved on a case-by-case basis by the Fire Chief or designee. The Fire Chief or designee shall conference with the Union to assist in determining

necessary support for the employee.

35.1.3 Leave to provide for immediate family death outside the State of Washington may be extended using vacation leave to allow for travel. Such leave shall be approved by the Fire Chief or designee on a case-by-case basis.

35.2 The immediate family shall be defined as follows and shall exclude all other persons:

- Adopted child
- Biological child (including miscarriage)
- Brother
- Brother-in-law
- Child of a person standing in place of a parent under 18 years of age or 18 years of age or older and incapable of self-care due to mental or physical disability
- Daughter-in-law
- Domestic partner
- Father
- Father-in-law
- Foster child
- Grandchild
- Grandparent
- Legal ward
- Mother
- Mother-in-law
- Sister
- Sister-in-law
- Son-in-law
- Spouse
- Stepchild
- Stepparent
- Niece
- Nephew

ARTICLE 36 EMERGENCY LEAVE

36.1 In the event of any other emergency, reasonable paid leave (using accrued time i.e., vacation, holiday time, etc.) may be granted at the discretion of the Fire Chief or designee.

ARTICLE 37 HOLIDAYS

37.1 Holidays for forty (40) hour employees: the following shall be designated as holidays:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Veteran's Day
President's Day	Thanksgiving Day

Memorial Day
Juneteenth
Independence Day

Day after Thanksgiving
Christmas Day

- 37.2 In addition to the holidays listed above, a forty (40) hour employee, after six months of employment, shall be eligible for a floating holiday, which shall be scheduled by mutual consent of the employee and the RFA. Such floating holidays may not be carried from one calendar year to another.
- 37.3 The above holidays shall be observed on the day recognized by the federal calendar. When any of the listed holidays fall on a non-scheduled workday the holiday shall be observed on either the preceding workday or the following workday by mutual agreement.
- 37.4 In lieu of holidays, all represented employees assigned to a twenty-four (24) hour duty shift shall receive one hundred forty-four (144) hours of paid leave annually which will be placed into the employees' vacation bank on January 1st.
- 37.5 An employee may elect to receive 12 hours of regular wages per month of regular base wages in lieu of 37.4. Notice must be provided no later than the last business day of November
- 37.6 If the date of any above-mentioned holiday should be changed, the new date shall be deemed a holiday, and any such holiday falling on Sunday shall be observed the following Monday. A holiday falling on Saturday shall be observed on the preceding Friday.
- 37.7 The above is effective January 1, 2023.

ARTICLE 38 SICK LEAVE

- 38.1 Consistent with RCW 49.46.210, employees may use sick leave (a) to care for their health needs or the health needs of eligible family members, (b) when the employee's workplace or their child's school or place of care has been closed by a public official for any health-related reason, and (c) for absences that qualify for leave under the State's Domestic Violence Leave Act. Specific authorized usage and covered family members shall be as outlined in the State law.
- 38.1.1 Employees are encouraged to make medical appointments during times they are not scheduled to work. If such appointments during scheduled work time are unavoidable, employees should provide as much advance notice as possible to the Battalion Chief or their day-shift supervisor and only miss work for the actual appointment plus reasonable travel time.
- 38.2 Twenty-four (24) hour shift LEOFF II employees shall accrue eighteen (18) hours per month of sick leave. Forty (40) hour employees shall accrue ten (10) hours per month of sick leave.
- 38.2.1 New employees shall receive upon hire one (1) year sick leave

accruals (the equivalent of 216 hours of sick leave) and shall not accrue additional sick leave hours until the beginning of the thirteenth (13th) full calendar month of employment.

- 38.2.2 If a new employee uses more sick leave than they would have accrued and there is a separation of employment, the RFA shall deduct from the employee's final wages the value of the amount of sick leave used in excess of the amount that would have been accrued.
- 38.3 All accrued and unused sick leave will carry over at the end of the calendar year for use in the following calendar year.
- 38.4 In order to be eligible for sick leave pay, an employee must meet the following conditions:
 - 38.4.1 Report to the Battalion Chief or their day-shift supervisor as soon as possible and at least one (1) hour, if possible, prior to the beginning of the scheduled work shift the need for sick leave use.
 - 38.4.2 Keep the Battalion Chief or their day-shift supervisor informed of the need for continued sick leave as soon as possible and at least one (1) hour prior, if possible, to the first day of every shift cycle.
- 38.5 For sick leave absences exceeding three (3) successive shifts, the RFA may require verification that the sick leave is for an authorized purpose.
 - 38.5.1 The Fire Chief (or designee) may request the employee to submit verification from a health care provider confirming the need for use of paid sick leave within fourteen (14) calendar days following the first day of the need for leave. The RFA may not require that the information provided explain the nature of the condition or create an unreasonable burden on the employee to produce.
- 38.6 For LEOFF II employees, service-incurred illness or injuries shall be covered by Worker's Compensation. Earned sick leave benefits may be used along with the six (6) month disability supplement and Worker's Compensation Insurance in an amount, which when added to the Worker's Compensation benefits is sufficient to equal the employee's total salary.
- 38.7 Employees covered by LEOFF II shall be subject to applicable LEOFF II sick leave and disability sections of RCW 51.32.090 and RCW chapter 41.04.
- 38.8 Employees who exhaust all their accrued sick leave may receive leave without pay for any additional time off not to exceed one calendar year. Such time may be extended on a case-by-case basis as approved by the Fire Chief or designee.
 - 38.8.1 Employees separated due to disability-related reasons will be placed on a disability/rehire list for a period of two (2) years. During the two

(2) years employees cleared by their medical provider shall have the opportunity to take the LEOFF Medical Fit for Duty Exam and if passed shall be qualified for rehire.

38.8.2 Employees qualified for rehire shall be considered for rehire prior to hiring from other hiring lists.

38.9 Upon separation of employment, an employee shall receive a one-time buy back of one-quarter (25%) of their accrued/unused sick leave hours at straight pay up to a maximum of 1440 (360) hours, based on Senior Firefighter wage, not later than seven (7) calendar days after the employee's final day of employment. After 20 years of continuous employment with the RFA (inclusive of service with any merged, consolidated, or contracted agency) buy back shall be at thirty-five percent (35%) of their accrued/unused sick leave hours at straight pay up to a maximum of 1440 (504) hours, based on Senior Firefighter wage not later than seven (7) calendar days after the employee's final day of employment.

38.10 Sick Leave Incentive Program: To be eligible to participate in the Sick Leave Incentive Program employees must reach and maintain a minimum accrual balance of 720 hours.

38.10.1 Employees shall be eligible to receive an incentive of either paid time off (PTO) or the equivalent straight pay in lieu of PTO in accordance with the table below. The PTO shall be added to the employee's vacation bank the year immediately following earning of such time. The employee shall be able to then schedule the time off. The PTO shall count against the employee's end of the year vacation maximum and carryover requirements. The employee electing to receive straight pay in lieu of equivalent hours of PTO shall submit the request to payroll by February of the year immediately following. The hours converted to pay, or PTO shall be removed from the sick leave accrual bank. The Sick Leave Incentive Program additional PTO shall not apply to cost-to-comp.

24 HOUR EMPLOYEE		DAY SHIFT EMPLOYEE	
SICK LEAVE USAGE	HOURS PRORATED TO HOURS USED.	SICK LEAVE USAGE	HOURS PRORATED TO HOURS USED.
0	48	0	20
24	36	12	15
48	24	24	10
72	12	36	5

Payroll will calculate any fractions of sick leave usage to incentive hours to determine the actual number of hours earned.

ARTICLE 39 VACATIONS

39.1 All employees shall be granted vacation hours accrued and accumulated up to the limits as set forth in 39.8.

39.2 Vacation time shall be accrued on a monthly basis for the purpose of determining vacation liability. Vacation time may only be accumulated up to a maximum allowed per Article 39.8, at the end of each year.

However, due to unusual circumstances, the Fire Chief or designee may approve excess accumulation, which shall be taken within three (3) months of the following year. Up to an additional three (3) months may be approved in extenuating circumstances. The Fire Chief or designee may assign vacation days to use time accrued that is not in compliance with the provisions of this article. The RFA shall notify all employees of the status of their vacation/holiday/sick leave balances monthly.

Employees who are granted a leave of absence with pay shall continue to accrue vacation leave at their regular prescribed rate during such absence.

39.3 New employees shall be allowed vacation time off provided they have completed initial training and are assigned to shift.

39.4 Upon termination from RFA employment, the employee shall be paid as lump sum settlement the hours of unused vacation/holiday leave up to the maximum hours allowed. Vacation leave accrued and unused in excess of the maximum allowed shall be forfeited unless approved in 39.2 above. Cash payment for unused annual leave shall be made under the following conditions:

1. Upon written resignation with a minimum of two (2) calendar weeks' notice. The Board may waive the notice period.
2. Upon separation by death, retirement, layoff, or dismissal of an employee.

39.5 The Union President or designee shall timely prepare an annual vacation schedule for 12 and 24-hour shift personnel and provide the schedule to the Fire Chief or designee for review as necessary and approval.

39.5.1 All vacation requests submitted after January 1st or the first FLSA cycle in January shall be on a first-come first-served basis. Submission shall be to the Battalion Chief. Requests can be made in one of three ways as specified below:

1. The first twelve (12) hours of the shift: 0800 to 2000 hours.
2. The second twelve (12) hours of the shift: 2000 to 0800 hours.
3. The entire twenty-four (24) hour shift: 0800 to 0800 hours.

*No partial vacation less than twelve (12) hours shall be allowed without approval of the Fire Chief or their designee.

39.5.2 There shall be allowed a minimum of ten (10) Shift personnel (Firefighters, Paramedics, Captains, MSOs, and Battalion Chiefs) off on vacation or any combination thereof for every day of the year. Each

“shift day” (0800-0800) shall have 240 hours of vacation leave available.

39.6 For forty (40) hour per week employees, vacations shall be scheduled by mutual consent of the employee and their supervisor.

39.7 Vacation requests must be written and approved prior to taking such vacation.

39.8 Vacation hours shall be granted in accordance with the following schedule:

For Shift Personnel (12- or 24-hour shifts)

COMPLETED MONTH OF SERVICE	HOURS OF VACATION		MAXIMUM CARRYOVER HOURS ALLOWED
	MONTH	YEAR	
0 – 48	8	96	192
49 – 120	15	180	360
121 – 180	18	216	432
181 – 240	20	240	480
241 – 288	24	288	576
289 – 360	28	336	672
361 +	32	384	768

For Day Personnel (40 hours/week)

COMPLETED MONTH OF SERVICE	HOURS OF VACATION		MAXIMUM CARRYOVER HOURS ALLOWED
	MONTH	YEAR	
0 – 48	8	96	192
49 – 120	12	144	288
121 – 180	15	180	360
181 – 240	17	204	408
241 – 288	19	228	456
289 – 360	20	240	480
361+	22	264	528

ARTICLE 40 PAID LEAVE BUYBACK

40.1 The RFA shall be entitled to buy-back paid leave hours from employees at the straight time rate.

1. The RFA shall determine the total amount of paid leave to be bought back on a department wide basis.
2. Each employee shall determine the maximum amount of paid leave they are

willing to sell back.

3. Paid leave buyback shall be on a voluntary basis.
- 40.2 The Union agrees that it will not discourage employees from participating in the paid leave buyback program.

ARTICLE 41 LEAVE FOR CIVIC DUTY

- 41.1 The RFA shall grant leave with regular pay to any employee who is working their assigned shift for the period of time he/she is required to appear before a court, judge, justice, magistrate or coroner, as defendant or witness on any incident resulting from their normal RFA duties. If off-duty, the employee shall be paid overtime for the actual time spent or two (2) hours, whichever is greater. This section shall not apply if the employee is a witness adverse to the RFA.
- 41.2 Employees shall also be granted paid leave (i.e., vacation, or shift exchange) to appear in any legal action in which they are required to appear that are not a result of normal RFA duties.
- 41.3 An employee required to be available for jury selection or service shall receive their regular daily wage for each day he/she would have worked during such jury participation.
- 41.4 Employees shall report for their assigned duties on weekdays when released by the court prior to 1700 hours unless scheduled for jury duty the following day. During the weekend or on a holiday when an employee remains on jury duty, employees shall work their normal shift (i.e., on Saturday or Memorial Day) shall be released at 2000 hours if scheduled/selected for jury duty the following day.
- 41.5 Employees who are not scheduled/selected for jury duty, but must report for the jury selection process, shall call the Battalion Chief or their day-shift supervisor and report to work upon release.
- 41.6 Employees scheduled/selected for jury duty, who by nature of their residency (i.e., out-of-state, region), cannot practically report for duty during time frames specified in 41.4 and 41.5, shall be required to use vacation leave or arrange shift exchange coverage during the time frames specified in 41.4 (between 1700 and 2000 hours) and 41.5.
- 41.7 Any monies paid to them for such jury participation on a duty day, with the exception of per diem or mileage reimbursements, shall be turned over to the Finance Division.
- 41.8 At the Fire Chief's discretion an employee may be excused from their regular shift to fulfill their civic duty.

ARTICLE 42 RESERVE FORCES/CIVIC GROUPS

- 42.1 Employees who are members of military reserve units will be granted time off with full benefits for active duty training up to a maximum of 504 hours (24- hour shift),

210 hours (4/10- hour shift) and 168 hours (8- hour shift) per year.

- 42.2 An employee who is a bona fide member of a civic group may, at the Chief's discretion, be granted time off to attend mission functions. Said time off shall be debited from the employee's vacation and/or holiday totals.

ARTICLE 43 HEALTHCARE & LIFE INSURANCE PROGRAMS

- 43.1 The RFA and Union shall establish a Joint Health Care Committee. The purpose of the Health Care Committee shall be to review, as necessary, the quality and value of the current healthcare programs and to make recommendations as to the future healthcare administration and coverage under this Article. The Health Care Committee will be comprised of an equal number being at least two representatives from each the Union and the RFA. The Joint Health Care Committee shall meet at least once per quarter.
- 43.2 The healthcare and insurance programs effective January 1, 2021, are as described below.
- 43.3 The RFA agrees to pay the premium cost for medical and dental group insurance mutually agreed upon by the Union and the RFA for medical and dental coverage for all employees and their dependents as follows:
- 43.3.1 The RFA pays 100% of the premiums for the RFA's self-funded medical plan. The employee shall contribute to any cost which exceeds 11% based on the following.
 - 43.3.2 If 43.3.1 factors in, increases over these percentages will be shared 50/50 with the RFA between the 111.001% up to 121% (spouse/dependents) of increase, with the RFA covering costs over the 121% annual cap. The RFA will provide reports and calculations on premium cost sharing to the Union prior to open enrollment. If premium cost sharing by the employee does occur, that amount will be calculated and reduced from the employees' VEBA contributions during the year, pro-rated.
 - 43.3.3 The base point for cost sharing calculations will be the average of the spouse and dependent combined rate categories and based off the RFA's medical plan premium cost for calculating the 11% increase. LEOFF I participants do not count against the calculated increase.
- 43.4 The RFA will maintain the current Northwest Firefighter Trust VEBA (BPAS) Plan, effective January 1, 2021. The RFA and Union may change administration vendors upon mutual agreement.
- 43.4.1 The yearly VEBA will be funded at \$2,000 for employee and \$4,000 for employee with spouse/dependent for LEOFF II employees. The RFA will contribute these amounts to enrolled employees' VEBA accounts for each full calendar year of enrollment in the form of a lump sum no later than the end of the first pay period of the year.

Employees hired mid-year will receive a pro-rated quarterly VEBA contribution depending on their date of hire for the first year of employment. After successful completion of their probationary period, the employee's VEBA account will then be funded annually on January 1st. If an employee leaves employment mid-year, they will have their sick leave and/or vacation cash out reduced by a pro-rated portion of the employee's VEBA contribution that year.

- 43.4.2 Employees' access to funds in their VEBA account, and survivorship rights, will be in accordance with the terms of the VEBA Plan and IRS rules.
- 43.5 The RFA shall offer the employees a flexible spending account and dependent care assistance, as allowed by section 125 of the Internal Revenue Code.
- 43.6 The health and life insurance programs in effect are acceptable to the RFA and the Union. Any change in program(s) shall be mutually agreed upon by the RFA and Union before implementation of such change.
- 43.7 The RFA shall pay for accidental death and dismemberment insurance.
- 43.8 The RFA shall pay for \$48,000 life insurance.
- 43.9 The RFA shall add to employee's base wage the monthly cost of short-term disability insurance. Short-term and long-term disability insurance shall be used as a coordinated benefit with other paid leaves.
- 43.10 Any employee or their dependents who selects COBRA shall have the option to choose any available RFA group plan. Those opting for COBRA shall be required to pay the appropriate COBRA premium for the chosen plan(s) plus the two (2%) administrative fees. An employee who retires from the RFA shall have access to the RFA medical plan at the applicable retiree rate.
- 43.11 Healthcare coverage will be based on the current RFA self-funded medical plan documents. It is agreed that the coverage in said booklet is what will be the official measure of a plan-covered expense. It is the intent of the plan for members to use in-network providers. Should members choose to use out of network providers, they will incur costs above the usual and customary fees normally written off by member providers. VEBA expenditures will be limited to only IRS-eligible expenses.
- 43.12 If a benefit debit card is provided, it can be used for any qualified health care expense.

ARTICLE 44 RETIREE MEDICAL/MERP

- 44.1 Upon ratification of this agreement, the Union agrees to pay all MERP contributions. The employee shall make a monthly contribution of \$200 dollars per month on a pre-tax basis from the employee's base salary to the Washington

State Council of Firefighters Benefit Trust. This Trust shall remain separate and apart from the RFA's retiree health insurance funding program unless changed by mutual agreement of the parties to the agreement. The contributions shall not count toward total cost to compensation.

- 44.2 The Union has agreed to repay the RFA for 2021 and 2022 RFA contributions to MERP from retro pay.

ARTICLE 45 AVL; MONITORING

- 45.1 Recognizing that Snohomish County 911 communications dispatch center utilizes auto vehicle locator (AVL) technology throughout its communications system and the RFA utilizes other operations-monitoring technology, the RFA and the Union mutually agree to not use AVL data or such technology without cause for disciplinary investigations or actions.
- 45.2 Such technology may be used for CAD dispatch, mapping, incident/accident investigation, complaint resolution, criminal investigations, and as part of follow-up to corrective action.
- 45.3 Such technology will not be randomly used to monitor employee performance without cause.

ARTICLE 46 TAKE-HOME VEHICLES

- 46.1 An employee regularly assigned a take-home vehicle must reside within forty-five (45) minutes [per google map without traffic] of the RFA's jurisdictional boundaries.

ARTICLE 47 PERSONNEL FILES

- 47.1 Subject to State and Federal law, the RFA agrees the contents of the employee's personnel file (paper or electronic) shall be kept confidential and shall restrict the use of any information contained in the file to internal use within the RFA, unless otherwise agreed to by the employee.
- 47.2 Employees shall be allowed to view, in its entirety, their personnel files by appointment with the RFA at a mutually convenient time. The employee shall also be allowed to obtain a copy, in whole or in part, any information contained in their file on an annual basis.
- 47.3 The employees shall have the right to allow members of the Union executive board, or their designee, to view their file on their behalf. The employee shall be required to submit a release form to Human Resources for maintaining personnel files.
- 47.4 Employees shall be allowed to enter into their file comments or information that reasonably rebut or clarify information in the file relating to reprimands, demotion, discipline or investigations.

47.5 Any information relating to discipline or demotions, or commendations, shall remain in the file. Letters of discipline, without penalties, shall no longer be considered active for the purposes of further progressive discipline after three (3) years from the date of issuing the discipline. Discipline, with penalties, that may include time off without pay of up to two (2) shifts, shall remain active for a period of five (5) years from the date of issuing the discipline. Discipline, with penalties, that may include demotion or time off without ay of more than two (2) shifts will remain potentially relevant for future disciplinary decisions.

47.6 Nothing contained in this article shall restrict the employee's right to use the grievance process, or the Union's statutory right to receive information necessary and relevant to its collective bargaining responsibilities and duties.

ARTICLE 48 TERMS OF AGREEMENT

48.1 This Agreement shall be effective as of January 1, 2021 and shall remain in full force and effect through December 31, 2025.

In witness whereof, the parties attach their signatures this day.

South Snohomish County Fire & Rescue
Governing Board

International Association
of Firefighters Local 1828

Derek Daniels, Chair

Tim Hoover, President

Micah Rowland, Vice Chair

Pat Moore, First Vice President

Jim Kenny, Commissioner

Matt Armstrong, Second Vice President

David Chan, Commissioner

Kris Georgen, Treasurer

Mark Laurence, Commissioner

Kurt Hilt, Secretary

Chris Teofilak, Commissioner

Bob Eastman, 1828S DC Director

Michael Fearnough, Commissioner

Patrick McGarry, D Shift Director

Kyle Wiggins, Past Union President

Alan Rivas, Communications Director

New Appendix Governing Deployments

2021 Medical Plan Rates

Self-Funded Medical			
Plan #1 - LEOFF 1	ER Pays	EE Pays	Total Premium
Employee	\$ 1,780.50	-	\$1,780.50
Plan #2 - LEOFF 2			Total Premium
Employee	\$ 589.94	-	\$ 589.94
Employee/Spouse	\$ 1,227.64	-	\$ 1,227.64
Employee/Spouse/Child	\$ 1,368.15	-	\$ 1,368.15
Employee/Spouse/Children	\$ 1,508.66	-	\$ 1,508.66
Employee/Child	\$ 730.45	-	\$ 730.45
Employee/Children	\$ 870.98	-	\$ 870.98
Retiree - Spouse	-	\$ 589.94	\$ 589.94
Retiree LEOFF 1 - Spouse only	-	\$ 637.70	\$ 637.70
Retiree & Spouse	-	\$ 1,227.64	\$ 1,227.64
Retiree/Spouse/Child	-	\$ 1,368.15	\$ 1,368.15
Retiree/Spouse/Children	-	\$ 1,508.66	\$ 1,508.66
Retiree/Child	-	\$ 730.45	\$ 730.45
Retiree/Children	-	\$ 870.98	\$ 870.98

2022 Medical Plan Rates

Self-Funded Medical			
Plan #1 - LEOFF 1	ER Pays	EE Pays	Total Premium
Employee	\$ 1,780.50	-	\$1,780.50
Plan #2 - LEOFF 2			Total Premium
Employee	\$ 637.14	-	\$ 637.14
Employee/Spouse	\$ 1,325.85	-	\$ 1,325.85
Employee/Spouse/Child	\$ 1,477.60	-	\$ 1,477.60
Employee/Spouse/Children	\$ 1,629.35	-	\$ 1,629.35
Employee/Child	\$ 788.89	-	\$ 788.89
Employee/Children	\$ 940.66	-	\$ 940.66
Retiree - Spouse	-	\$ 637.14	\$ 637.14
Retiree LEOFF 1 - Spouse only	-	\$ 688.71	\$ 688.71
Retiree & Spouse	-	\$ 1,325.85	\$ 1,325.85
Retiree/Spouse/Child	-	\$ 1,477.60	\$ 1,477.60
Retiree/Spouse/Children	-	\$ 1,629.35	\$ 1,629.35

Retiree/Child	-	\$	788.89	\$	788.89	
Retiree/Children	-	\$	940.66	\$	940.66	

APPENDIX C

Staffing levels

Staffing Peak Activity Units shall be described in the “Alternative Shift Schedule defined” section of this Appendix.

Operations shift staffing levels shall be maintained if the RFA merges or consolidates with another agency. For example, if the RFA staffing is at forty-five (45) and then the RFA merges with another agency that has a staffing of six (6), after the merger has taken place the staffing within the RFA's new jurisdictional boundaries would be fifty-one (51) (45+6).

The parties will be expected to fulfill the commitments set forth herein, but it is not intended to, and does not, alter the scope of the parties' respective duties to bargain as set forth in RCW chapter 41.56, except as otherwise agreed to by the parties under the terms of the CBA and this Appendix, and is not intended to undermine the budget-making authority of the RFA.

If there should be a change to a current and/or future ILA Contract for service, staffing within that city may be changed pursuant to the new and/or amended ILA. The parties will bargain about the impacts and effects of any such changes pursuant to RCW chapter 41.56.

Alternative shift schedule defined

The RFA and Union agree that the 24-hour shift schedule described in Article 25 is the agreed upon default shift schedule for operational members of IAFF Local 1828 unless modified by mutual agreement of the RFA and Union.

The RFA and Union agree the purpose of an alternate shift schedule is not to supplant either the 24-hour schedule or 24-hour staffing; rather, it is an effort to evaluate, whether or not a data-driven response framework increases responsiveness and service to the community.

There may be up to a total of five (5) peak activity units during the duration of this Appendix. Up to twenty (20) operations employees with the least amount of seniority (satisfactory completion of the probationary manual; a maximum involuntary service of two years per career) may be assigned by the RFA to a peak activity unit. The RFA has agreed to not pull from existing FTE to staff the two (2) additional PAUs. No more than one (1) PAU can be deployed in any one (1) of the RFA contract cities.

The RFA will have full discretion on whether PAUs are BLS or ALS.

More senior employees may request being transferred to the alternative shift schedule. The Fire Chief and Union President or their designees shall solicit interest from the Firefighter/EMT-B and Firefighter/EMT-P classifications before newly hired or junior employees are assigned. Employees who volunteer for this alternative shift schedule shall be selected based on seniority with the most senior person given priority. Employees volunteering for this alternative shift schedule are agreeing to fill the position for one (1) calendar year unless otherwise mutually agreed to by both parties, after which they shall be transferred to a 24-hour shift schedule.

The alternative shift configuration shall be 2 on, 2 off, 3 on, 2 off, 2 on, 3 off unless changed by mutual agreement of the Union and the RFA. The shift configuration shall be not less than twelve (12) hours a day inclusive of a one (1) hour exercise period and shall not be greater than an average of 42.5 hours per week. The alternative shift configuration shall not include debit days. The alternative shift start-time shall be 0800 and shift end-time shall be 2000 unless changed by mutual agreement of the Union and the RFA.

Employees assigned to the alternative shift schedule may be rotated to other units (example dedicated engine) at their assigned station to maintain training requirements.

There shall be one (1) vacation spot allowed per day for every four (4) employees on the 12-hour 7 day-a-week alternative shift schedule. This vacation spot is separate from the vacation spots available for employees on the 24-hour shift schedule.

Employees assigned to the alternative shift schedule shall not use more vacation/holiday leave than they earn in a calendar year plus their accrued carryover as listed in the CBA.

Holiday hours for employees assigned to the alternative shift schedule shall be equal to and administered in congruence with the CBA for 24-hour employees.

Employees assigned to the alternative shift schedules shall be eligible to work operational shift overtime as articulated in Article 28.8.1.

Employees assigned to the alternative shift schedule shall be eligible for the seven percent (7%) shift differential articulated in Article 28.8.1 and shall not be subject to a 30-day waiting period.

Employees assigned to the alternative shift schedule shall have the first opportunity to work available overtime on the peak activity units.

In the event of an extended absence lasting greater than sixty (60) consecutive workdays (e.g., on-duty or off-duty illness or injury resulting in long-term disability, military leave) by an employee assigned to an alternative shift schedule, the RFA will first attempt to cover the shift vacancy, after 60 days, with an employee who desires the alternative shift schedule assignment (with the most senior employee given priority). Any involuntary

reassignment after sixty (60) workdays will be handled in reverse order of seniority (probation completed) and after at least two weeks' notice.

Laid-Off Firefighter Consideration

The RFA and Union agree to continue to work collaboratively during the hiring process of laid-off, lay-off notified, new and/or lateral Firefighter/EMT's and Firefighter/Paramedics. This includes personnel from the IAFF 7th District.

Deployment TAG

The parties agree to establish a Deployment TAG to consider alternative staffing models for day units.

APPENDIX D - DRUG/ALCOHOL

WORK RULES AND TESTING PROCEDURES

The Union and the RFA agree that a committee may be formed during the term of this agreement to update this article. The committee shall be made up of equal representation from labor and management.

Section 1 Purpose

The RFA and the Union recognize that illegal or unauthorized drug and alcohol use by employees would be a threat to the public welfare and the safety of its personnel. It is the purpose of this policy to eliminate or resolve substance abuse through education and rehabilitation of the affected personnel. The use of alcoholic beverages or unauthorized drugs shall not be permitted at the RFA's work sites and/or while an employee is on duty nor, shall an employee report for duty under the influence of alcohol or unauthorized drugs.

While the RFA desires to assist employees with alcohol or chemical dependency problems, safety is the RFA's first priority. Therefore, employees must not report for work or continue working if they are under the influence of, or impaired by, the prohibited substances. Employees participating in treatment programs are expected to abide by all job performance standards and work rules.

Section 2 Policy

The RFA performs a vital public service to the community. To ensure this service is delivered safely, we are dedicated to providing and maintaining a drug- and alcohol- free work environment. It is the RFA's policy to:

Ensure that employees have the ability to perform their assigned duties in a safe, healthy, and productive manner

Create a workplace free from the adverse effects of drug and alcohol abuse or misuse

Prohibit the unlawful distribution, possession, or use of controlled substances

Encourage employees to seek professional assistance any time personal problems, including alcohol and drug dependency, adversely affect their ability to perform their assigned duties

Section 3 Application of this Appendix

The RFA is dedicated to assuring fair and equitable application of this drug and alcohol work rules article. Therefore, supervisors/managers are required to use and apply all aspects of this article in an unbiased and impartial manner. All supervisors and managers have a duty to uphold this article.

Section 4 Informing Employees

All employees shall be fully informed of this drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the RFA shall inform the employees on how the tests are conducted what the tests can determine, and the consequence of testing positive for drug use.

The RFA encourages employees to seek treatment voluntarily and makes available the Employee Assistance Program (EAP). Any employee who chooses to notify their supervisor or HR representative of alcohol or substance abuse problems prior to either testing positive for alcohol or drugs, or being arrested for or convicted of a DUI, will be given the assistance extended to employees with other illnesses. Sick leave, vacation leave, or leave of absence with or without pay may be granted for treatment and rehabilitation. Insurance coverage for treatment will be provided to the extent of the individual's elected medical coverage.

Employees are encouraged to contact the Human Resources Department for help in understanding benefits and leave policies when participating in treatment. Any decision to seek voluntary help through the EAP or other resource will not interfere with an employee's continued employment. Employees who voluntarily come forward and ask for assistance to deal with a drug and/or alcohol problem shall not be disciplined by the RFA. Policies and procedures related to the confidentiality of personal medical information will be maintained at all times.

Section 5 Employee Testing

Unless otherwise required by law, or as required by sections 12 or 15 of this article, employees shall not be subject to random urine testing or blood testing or other similar or related tests for the purpose of discovering possible drug or alcohol abuse.

Reasonable Suspicion Testing

If the RFA has reasonable suspicion to believe an employee's work performance is impaired due to drug or alcohol use, the RFA may require the employee to undergo a drug and/or alcohol test consistent with the conditions set forth in this article.

Reasonable suspicion for the purposes of this article is defined as follows: the RFA's determination that reasonable suspicion exists shall be based on specific, articulated observations concerning the appearance, behavior, speech or body odors of an employee and shall include, as a minimum, a written report documenting objective, measurable changes in an employee's work performance due to unauthorized drug or alcohol use by two (2) trained observers who have had an adequate opportunity to observe these changes. Any member who refuses to comply with this article shall be removed from duty immediately and may be subject to disciplinary action.

Post-Incident/Accident Testing

Employees driving a RFA vehicle will be required to undergo urine and breath testing if they are involved in an incident/accident with a RFA vehicle that results in a fatality or bodily injuries requiring transport for medical treatment.

Following an incident/accident, the employee will be tested as soon as possible, but not to exceed 8 hours from the time of the accident for alcohol testing and 32 hours from the time of the accident for drug testing.

Nothing in this section shall be construed to require the delay of necessary medical attention for the injured employee following an accident or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

Positive Test Results

All positive test or non-negative results shall be reviewed by a Medical Review Officer (MRO) who shall be a licensed physician with knowledge of substance abuse disorders. The MRO shall review and interpret confirmed positive urine test results from the laboratory and shall examine alternative medical explanations for such positive tests. Prior to the MRO's final decision to verify positive urine drug test results, the employee shall have the opportunity to discuss the results with the MRO. If the employee does not discuss the results of the positive urine drug test with the MRO within 72 hours after being contacted, or refuses the opportunity to do so, the MRO shall proceed with the positive verification.

Section 6 Sample Collection

The collection and testing of samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall be one that is certified by the National Institute of Drug Abuse (NIDA).

Collection of blood 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 the recognized chain of custody procedures. Employees have the right for Union representation to be present. Employees shall not be witnessed while submitting a urine specimen. Prior to submitting to a urine or blood sample, the employee will be required to sign a consent and release form as attached to this Appendix.

A split sample shall be reserved in all cases for an independent analysis in the event of a non-negative specimen. All samples must be stored in a scientifically acceptable preserved manner as established by NIDA. 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. Tests shall be conducted in a manner to ensure that an employee's legal drug use and diet does not affect the test result.

Section 7 Drug Testing

The laboratory shall test for only the substances and within the limits as follows 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 for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five drug or classes of drugs

INITIAL TESTING:

Marijuana metabolites100 ng/ml

Cocaine metabolites300 ng/ml

Opiate metabolites¹300 ng/ml

Phencyclidine25 ng/ml

Amphetamines (including Methamphetamine) 500
ng/ml

If immunoassay is specific for free morphine, the initial test level is 25 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. 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:

Marijuana metabolites¹15 ng/ml

Cocaine metabolites²150 ng/ml Opiate

metabolites

Morphine300 ng/ml

Codeine300 ng/ml

Phencyclidine.....25 ng/ml

Amphetamines

Amphetamine250 ng/ml

Methamphetamine500 ng/ml

Delta-9-tetrahydrocannabinol-9-carboxylic acid

Benzoyllecgonine

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

An employee who is allowed to re-enter the workforce after receiving a confirmed positive test must successfully complete the treatment and rehabilitation program prescribed by a Substance Abuse Professional (SAP) and must agree to an RFA Last Chance Agreement.

Drug test results gathered under this Appendix will not be used in a criminal investigation or prosecution.

Section 8 Alcohol Testing

Tests for alcohol concentration will be conducted using a National Highway Traffic Safety Administration (NHTSA)-approved evidential breath testing device (EBT) operated by a trained breath alcohol technician (BAT). The test will be considered positive if the amounts meet the thresholds as established in 49 CFR Part 40, as amended.

No employee should report for duty, or remain on duty, when their ability to perform assigned functions is adversely affected by alcohol or when their percentage of blood alcohol concentration (BAC) is 0.04 or greater.

Any employee who tests positive for alcohol with a confirmed BAC level of 0.04 or higher will be placed on paid administrative leave pending investigation and referred to an SAP through the RFA's EAP. A positive alcohol test may result in discipline depending upon the circumstances related to the positive test.

An employee who is allowed to re-enter the workforce after receiving a confirmed positive test must successfully complete the treatment and rehabilitation program prescribed by an SAP and must agree to an RFA Last Chance Agreement.

Section 9 Medical Review Officer

The Medical Review Officer (MRO) shall be a licensed physician with knowledge of substance abuse disorders. The MRO shall be familiar with the characteristics of tests (sensitivity, specificity, and predictive value), the laboratories conducting the tests and the medical conditions and work exposures of the employees.

The role of the MRO will be to review and interpret the positive test results. He/she must examine alternative medical explanations for any positive test results. This action shall include conducting a medical review with the affected employee, review of the employee's medical history and review of any other relevant biomedical factors. The MRO must review all relevant medical records made available by the tested employee when a confirmed positive test result could have resulted from legally prescribed medication.

Section 10 Laboratory Results

The MRO will advise the employee of any confirmed positive results. The results of any positive drug, or alcohol test can only be released to the RFA by the MRO once the MRO has finished review and analysis of the laboratory's test. Unless otherwise required by law, the RFA will keep the results confidential in accordance with established policies and procedures.

Section 11 Testing Program Costs

The RFA shall pay for costs involving the original drug and alcohol testing, including mileage and time associated with any off-duty testing. Employees will be paid at the straight time rate of pay for time spent traveling to and from and participating in any off-duty testing. The RFA will also pay for all expenses associated with the MRO. Any additional split-sample testing costs at the request of the employee shall be borne by the employee.

Section 12 Voluntary Rehabilitation Program

An employee may voluntarily enter rehabilitation without a requirement for prior testing. Employees who enter the program on their own shall not be subject to random retesting by the RFA. Employees may, with prior approval use their accrued and earned leave for the necessary time off involved in the rehabilitation program.

If an employee tests positive during the one (1) year period following completion of voluntary rehabilitation, the employee will be re-evaluated by an SAP to determine if the employee requires additional counseling and/or treatment. The employee will be solely responsible for any costs not covered by medical insurance, which arise from counseling or treatment.

Section 13 Duty Assignment

If the duty assignment for an employee is modified or changed as a result of a voluntary rehabilitation program, and the employee successfully completes their rehabilitation program, the employee may be returned to the regular duty assignment. Once treatment and follow-up care is completed, and two (2) years have passed with no further violations of this article, test results and evidence of the event will be purged from the personnel file.

Section 14 Right of Appeal

The employee has the right to challenge the results of a RFA ordered drug or alcohol test and request a retest at the employee's expense. The employee has the right to grieve any discipline imposed by the RFA pursuant to a positive drug or alcohol test in the same manner that the employee may grieve any other RFA action.

Section 15 Off Duty Driving Under the influence of Drugs or Alcohol

The parties agree that all of the following penalties will be imposed upon any employee committing a gross misdemeanor or greater violation related to driving under the influence of drugs or alcohol off duty in the United States:

First conviction or Deferred Prosecution

Mandatory inpatient treatment and counseling. The employee will be allowed to use accrued sick leave, if available, for treatment.

Employees with a restricted driver's license requiring an ignition interlock device will be prohibited from driving any RFA-owned vehicle as long as the license restriction applies.

A last Chance Agreement of 12 months completion of treatment program.

Twenty-four months after successful completion of the last chance agreement, the file will be purged of evidence of the incident.

Second conviction while working under a Last Chance Agreement will result in discipline up to termination of employment.

Any **third conviction** will result in immediate discharge.

Employees must notify the Assistant Chief of Operations or the on-duty Battalion Chief of any arrests and/or conviction under any criminal drug or alcohol statute prior to their next workday and within 72 hours following the arrest charge and/or conviction.

Section 16 RFA Responsibility

This drug and alcohol testing program was initiated at the request of the RFA. The RFA assumes the responsibility for the administration of the Drug and Alcohol Testing Program.

Section 17 Consent for Sampling and Release of Information Form

CONSENT/RELEASE

I consent to the collection of a urine/blood, and/or breath sample by [FILL IN] and its analysis by [FILL IN] for alcohol and those drugs specified in the Collective Bargaining Agreement.

Laboratory test results will be allowed to be released to the RFA only after the results have been reviewed and interpreted by the Medical Review Officer. Information provided to the RFA shall be only whether the tests were confirmed positive or were negative and not any other results of the test without my written consent. The laboratory is not authorized to release the results of this test to any other person or entity other than the RFA without my written consent.

I understand I have the right to my complete test results and that the laboratory will preserve the sample for at least six (6) months. I have the right to have this sample split and a portion retested at my expense in the event the test results are confirmed positive.

I understand that the RFA is requiring me to submit to this test as a condition of my employment and that alteration of the sample or failure to reasonably cooperate with the collection of a urine/blood and/or breath sample will result in disciplinary action by the RFA.

I understand that a confirmed positive test may result in a requirement that I undergo rehabilitation.

By signing this consent form, I am not waiving any of my rights under any federal, state, or local law, statute, constitution, ordinance, administrative rule or regulation or common law provision. I understand that I have the right to challenge any confirmed positive test result and any RFA action based thereon by filing a grievance under the Collective Bargaining Agreement.

Employee Signature	Date