

AGREEMENT

BY AND BETWEEN

**SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE AUTHORITY
(d/b/a SOUTH COUNTY FIRE)**

AND

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1828-S

JANUARY 1, 2023 THROUGH DECEMBER 31, 2026

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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 "Employer" or the "South County Fire", and the International Association of Firefighters, Local 1828-S, 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 Employer 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 Employer recognizes the Union as the exclusive bargaining agent for all full-time career uniformed employees in the position of Deputy Chiefs.

ARTICLE 2 - DISCRIMINATION

- 2.1 The Employer 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 Employer 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 Employer 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 Employer to political organizations shall be made by the employee on a form prescribed by the Union and approved by the Employer.
- 4.2 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken by the Employer under the above payroll deduction provisions of this Agreement. The Employer 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 leave bank will be established for the purpose of Union business time off. Each bargaining unit member will donate two (2) 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-S belongs to, that member will be able to use time from the Union leave bank, all at no cost to South County Fire.

South County Fire will deduct two (2) 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 reduce proportionately the individual contribution for the ensuing year. The size of the bank will be determined by the number of bargaining unit members as of January 1st of each year.

5.2 South County Fire 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 of the joint leave bank between Local 1828 and Local 1828-S. No unused time off shall be carried over into the following years.
- C. Not charged against a leave bank will be the release of one (1) Union official, 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 one (1) member of the Union negotiating team shall be allowed time off, if working, for all meetings between the Union and South County Fire 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 South County Fire.
- E. Not charged against a leave bank will be the release of Union officials for other functions at the express request of South County Fire.

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 South County Fire leave bank and is subject to operational and administrative needs.
- B. For time off charged against a leave bank, if the time off does not cause overtime, the deduction from the applicable leave bank will be made on an hour for hour basis. If the time off does cause overtime, the deduction from the leave 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 South County Fire shall furnish a Union Bulletin Board at headquarters.

5.6 The Union may use a South County 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 South County Fire.

5.7 South County Fire 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. Extended Leave of Absence of 30 or more days
- E. Disciplinary Action

5.8 Meetings between the Union and South County Fire shall be conducted at times and places mutually agreed to by South County Fire and the Union.

ARTICLE 6 - RULES AND REGULATIONS

6.1 The Union agrees that its members shall comply in full with the Employer'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 Employer agrees that, in the event it contemplates any changes to department 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 Chapter 41.56 RCW, 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 Employer.

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 Employer 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 Employer has not specifically abridged, delegated or modified by this Agreement or which are not proscribed by applicable law, are retained by the Employer.
- 9.2 Subject to the terms of 9.1 above, the direction of its working force and operations are vested exclusively in the Employer. 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 Employer; and
 - E. Determine the manner in which such operations are to be conducted.

- 9.3 The Employer reserves the right to contract for goods and services provided such contracts do not result in the elimination or reduction of bargaining unit members, 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 Employer and the Union shall remain in full force until such time as the Union has been provided with notice and opportunity to bargain and the parties have completed the bargaining process.

ARTICLE 11 - PROBATION

- 11.1 Probationary period. New employees shall be subject to a probation 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 Employer. Discipline or termination of an employee during the probationary period shall not be subject to the grievance procedure. By mutual agreement with the Union, the Employer 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 Employer and an employee or the Union which may arise because of interpretation, application or alleged violation of any specific terms or provisions of this Agreement. 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 his/her satisfaction, the employee will present the grievance to the Grievance Committee, which alone shall determine whether to advance the grievance to the next step.
- 13.2 If the Committee 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 his/her 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 Employer'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 Employer 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 Employer will submit a request to the FMCS for a list of seven arbitrators 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 Employer 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 Employer 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 - EMS CERTIFICATIONS

- 14.1 The Employer shall provide at no cost to the employee, minimum required continuing education and ongoing EMS training on-duty for all DCs that choose to voluntarily maintain an EMT or Paramedic certification. All required books, tuition, fees and materials for EMS minimum required training and certification shall be provided by the Employer.
- 14.2 Employees who voluntarily revert to a previously held position in Local 1828 shall have a current EMS certification.

ARTICLE 15 - WELLNESS/FITNESS PROGRAM

- 15.1 Employees shall fully participate and cooperate in the Wellness/ Fitness Program during the duty hour(s) prescribed by the Department.
- 15.2 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.
- 15.3 It is understood that the physical fitness program outlined in Article 15.1 will be based on version 3 of the IAFF/IAFC Wellness/Fitness Initiative.
- 15.4 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 his/her 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 Employer. 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 his/her designee and are not specifically required by Federal or State regulation are for the employee's information exclusively. The only information that the Employer will receive is that the IAFF/IAFC evaluation was completed and any aggregate data that does not identify any member individually.

- 15.5 It is understood that the medical guidelines outlined in 15.4 will be based on the most current version of the IAFF/IAFC Wellness/Fitness Initiative.

ARTICLE 16 - SAFETY

- 16.1 All protective clothing or protective devices required of employees in the performance of their duties shall be furnished to the employee by the Employer and shall meet all applicable safety standards.

ARTICLE 17 - REDUCTION IN FORCES

- 17.1 Should the Employer determine that a reduction in forces is necessary due to any city or other governmental organization contracted with South County Fire for fire protection, medical, or fire marshal services withdrawing its contract, then employees who volunteer, would be the first to transfer. If a reduction in rank or job classification is needed, the affected employees would revert to their last held position as represented by Local 1828, provided the collective bargaining agreement between the Employer and Local 1828 permits such return. Employees not promoted from Local 1828 do not have reversion rights into Local 1828.
- 17.2 In the event the Employer 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. An employee may return to a Local 1828-represented position if they previously held a position represented by Local 1828, subject to the provisions stated in Article 17.1.
- 17.3 In the event the Employer must reduce rank or job classification and the 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.
- 17.4 In the event the Employer must reduce rank or job classification and the employee's 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.
- 17.5 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.
- 17.6 For all employees reduced in rank or job classification who have successfully passed their probationary period in that higher position, 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.
- 17.7 Seniority shall be determined by continuous service with the Employer from the date of hire or time in grade whichever is applicable. Continuous service is defined in Article 18 and shall be broken by resignation, discharge, or retirement.

- 17.8 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.
- 17.9 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 18 - PERFORMANCE OF DUTY

- 18.1 The Employer 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 Employer 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 Employer, employees may be required to cross an established picket line to perform emergency or non-emergency activities. The Employer agrees to meet at the Union's request to establish temporary procedures for emergency and non-emergency activities.

ARTICLE 19 - EMPLOYEES OF MERGED OR CONTRACTED ORGANIZATIONS

- 19.1 Any IAFF member of a merging (joining) fire department or a contracting organization's fire department shall enter South County Fire and the Union with complete seniority and equivalent rank intact. Seniority shall be based on continuous, full-time service with the merging or contracting fire agency.
- 19.2 The Employer 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 Employer, 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 Employer. Said time shall entitle the employee to all the rights, privileges, wages and benefits of that position on the seniority basis.
- 19.3 No additional probationary periods or testing shall be required to meet 19.1 above by any IAFF member of a merging fire department or a contracting organization.
- 19.4 Any reductions in force that the Employer intends to achieve due to a merger shall be realized through attrition.

ARTICLE 20 - JOB DESCRIPTIONS AND WORK ASSIGNMENTS

20.1 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 Employer and the Union shall bargain prior to implementation.

ARTICLE 21 - HOURS

21.1 Employees in this bargaining unit are FLSA exempt and therefore expected to perform work outside of normal business hours as required. Employees are assigned to the 40 hour week and 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. Any other forty (40) hour workweek schedule may be implemented that is mutually agreed upon by the Employer and the Union.

ARTICLE 22 - WAGES

22.1 Deputy Fire Chief pay shall be a differential of twenty-one percent (21%) maintained over the rate of pay established for the Battalion Chief.

22.1.1 The 21% pay differential described above shall be retroactive to January 1, 2023, and will be calculated year over year.

22.1.2 The Deputy Fire Chief pay shall remain at least 21% above the Battalion Chief. Therefore, any Local 1828 wage increases that result in a compression of that differential shall be applied to Local 1828S to maintain the differential outlined in this Section.

ARTICLE 23 - EDUCATIONAL INCENTIVES

23.1 The Employer shall pay tuition and necessary books for all courses leading to an Associate's, 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, or Executive Fire Officer and Fire Inspection.

Courses must be pre-approved through the Fire Chief and/or his/her 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 South County Fire.) 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.

23.2 Employees will receive education incentive pay as follows:

- Associate degree = 3.5% of Deputy Chief base salary
- Bachelor's degree = 4.5% of Deputy Chief base salary

To qualify for education incentive pay under the Article, any degree must be one of the following fields: 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. Any other degrees that have a direct relationship to current daily work functions may be submitted to the Fire Chief for consideration of recognition.

In order to receive incentive pay for an Associate or Bachelor's degree, a copy of a transcript or degree clearly showing degree achievement must be submitted to Human Resources. Payment for the incentive will begin the first pay period following submission of the documents and Fire Chief approval for degrees not listed, regardless of the date the degree was awarded.

23.3 Educational incentive pay is retroactively effective January 1, 2023.

ARTICLE 24 - DEFERRED COMPENSATION

24.1 The Employer agrees to contribute to a 457 Deferred Compensation Plan 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 sick incentive, provided that the Employer contributions will cease when total contributions, inclusive of employee contributions, reach the 457 Plan and IRS limits. The Employer shall provide to each employee on at least a quarterly basis the cumulative total of deferred income into the employee's 457 Plan.

24.2 The Union and Employer shall mutually agree on deferred compensation vendors from which employees may choose.

ARTICLE 25 - LONGEVITY PAY

25.1 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 Deputy Chief
After 10 years of service	4%	of Deputy Chief
After 15 years of service	6%	of Deputy Chief
After 20 years of service	8%	of Deputy Chief

After 25 years of service 10% of Deputy Chief
After 30 years of service 12% of Deputy Chief

25.2 The above is retroactively effective January 1, 2023.

ARTICLE 26 - EXECUTIVE PAY

26.1 Employees in the Deputy Chief classification shall be entitled to executive pay as follows:

26.1.1 Effective January 1, 2023, Deputy Chiefs shall receive an additional one percent (1%) of their base salary as executive pay. This shall be retroactive to January 1, 2023.

26.1.2 Effective January 1, 2024, Deputy Chiefs shall receive an additional one percent (1%) for a total of two percent (2%) of their base salary as executive pay.

26.1.3 Effective January 1, 2025, Deputy Chiefs shall receive an additional one percent (1%) for a total of three percent (3%) of their base salary as executive pay.

26.1.4 Effective January 1, 2026, Deputy Chiefs shall receive an additional one percent (1%) for a total of four percent (4%) of their base salary as executive pay.

ARTICLE 27 - MILEAGE ALLOWANCE

27.1 An employee required to use his/her private vehicle during working hours for Department business shall be compensated at the IRS-authorized rate.

27.2 Request for mileage must be reported within two weeks of occurrence.

27.3 Mileage allowance shall be paid monthly.

ARTICLE 28 - UNIFORMS

28.1 The Employer shall provide all uniforms needed by the employee for work using a quartermaster system.

28.2 All protective gear, including uniform pants, shall meet current Washington State Labor & Industries requirements at the time of issue, per Uniform SOG 900.02.41.

28.3 Any items purchased by South County Fire shall remain the property of South County Fire and will be returned within two weeks of separation, except for Class A, badges, and helmet for those who retire from South County Fire.

ARTICLE 29 - BEREAVEMENT LEAVE

29.1 In case of a death in the immediate family of any employee, any employee may, upon request, be granted up to forty (40) hours of bereavement leave.

29.1.1 Additional leave may be granted through the 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.

29.1.2 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.

29.2 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
- Step child
- Step parent
- Niece
- Nephew

ARTICLE 30 - EMERGENCY LEAVE

30.1 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 31 - HOLIDAYS

31.1 Holidays: 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 | Day after Thanksgiving |
| Juneteenth | Christmas day |
| Independence day | |
| Christmas Eve day | |

31.2 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 work day the holiday shall be observed on either the preceding work day or the following work day by mutual agreement.

31.3 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.

ARTICLE 32 - SICK LEAVE

32.1 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.

32.1.1 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 their supervisor and only miss work for the actual appointment plus reasonable travel time.

32.2 Forty (40) hour employees shall accrue ten (10) hours per month of sick leave.

32.3 All accrued and unused sick leave will carry over at the end of the calendar year for use in the following calendar year.

- 32.4 In order to be eligible for sick leave pay, an employee must meet the following conditions:
- 32.4.1 Report to the Chief Officer in charge (or designee), 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.
 - 32.4.2 Keep the Chief Officer in charge (or designee) 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.
- 32.5 For sick leave absences exceeding three (3) successive shifts, the Employer may require verification that the sick leave is for an authorized purpose.
- 32.5.1 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 Employer may not require that the information provided explain the nature of the condition or create an unreasonable burden on the employee to produce.
- 32.6 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.
- 32.7 Employees covered by LEOFF II shall be subject to applicable LEOFF II sick leave and disability sections of RCW 51.32.090 and chapter 41.04 RCW.
- 32.8 Employees who exhaust all of 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.
- 32.8.1 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.
 - 32.8.2 Employees qualified for rehire shall be considered for rehire prior to hiring from other hiring lists.
- 32.9 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 Deputy Chief wage, not later than seven (7) calendar days after the employee's final day of employment. After 20 years of continuous employment with South County Fire (inclusive of service with

Fire District 1, City of Lynnwood, and 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 Deputy Chief wage not later than seven (7) calendar days after the employee's final day of employment.

32.10 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.

32.10.1 Employees shall be eligible to receive an incentive of either 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.

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

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

ARTICLE 33 - VACATIONS

33.1 All employees shall be granted vacation hours accrued and accumulated up to the limits as set forth in 33.6.

33.2 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 33.6, at the end of each year.

However, due to unusual circumstances, the 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 Chief or designee may assign vacation days to use time accrued that is not in compliance with the provisions of this article. The Employer 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.

33.3 Upon termination from South County Fire 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 33.2 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.

33.4 Vacations shall be scheduled by mutual consent of the employee and his/her supervisor.

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

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

COMPLETED MONTH OF SERVICE	HOURS OF VACATION		MAXIMUM ACCUMULATED 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

33.7 In November of each year, employees may sell back up to 80 accrued, unused vacation hours to South County Fire at their regular rate of pay.

ARTICLE 34 - PAID LEAVE BUYBACK

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

1. The Employer shall determine the total amount of paid leave to be bought back on a bargaining unit wide basis.
 2. Each employee shall determine the maximum amount of paid leave he/she is willing to sell back.
 3. Paid leave buyback shall be on a voluntary basis.
- 34.2 The Union agrees that it will not discourage employees from participating in the paid leave buyback program.

ARTICLE 35 - LEAVE FOR CIVIC DUTY

- 35.1 The Employer 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 his/her normal South County Fire 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 South County Fire.
- 35.2 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 South County Fire duties.
- 35.3 An employee required to be available for jury selection or service shall receive his/her regular daily wage for each day he/she would have worked during such jury participation.
- 35.4 Any monies paid to him/her for such jury participation on a duty day, with the exception of per diem or mileage reimbursements, shall be turned over to the Finance Department.
- 35.5 At the Fire Chief's discretion an employee may be excused from their regular shift to fulfill their civic duty.

ARTICLE 36 - RESERVE FORCES/CIVIC GROUPS

- 36.1 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 210 hours (4/10 hr shift) and 168 hours (8 hr shift) per year.
- 36.2 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 37 - HEALTHCARE & LIFE INSURANCE PROGRAMS

- 37.1 The healthcare and insurance programs are as described below.
- 37.2 Employer agrees to pay the premium cost for medical and dental group insurance mutually agreed upon by the Union and the Employer for medical and dental coverage for all employees and their dependents as follows:
- 37.2.1 Employer pays 100% of the premiums for the Employer's self-funded medical plan. The employee shall contribute to any cost which exceeds 11% based on the following.
- 37.2.2 If 37.2.1 factors in, increases over these percentages will be shared 50/50 with the Employer between the 111.001% up to 121% (spouse/dependents) of increase, with the Employer covering costs over the 121% annual cap. The Employer 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.
- 37.2.3 The base point for cost sharing calculations will be the average of the spouse and dependent combined rate categories and based off the Employer's medical plan premium cost for calculating the 11% increase.
- 37.3 The Employer will maintain the current VEBA Plan.
- 37.3.1 The yearly VEBA will be funded at \$2,000 for employee and \$4,000 for employee with spouse/dependent for LEOFF II employees. The Employer 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 VEBA contribution in the form of a lump sum at the time of hire. If an employee leaves employment mid-year, he/she will have their sick leave and/or vacation cash out reduced by a pro-rated portion of the employee's VEBA contribution that year.
- 37.3.2 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.
- 37.4 The Employer shall offer the employees a flexible spending account and dependent care assistance, as allowed by Section 125 of the Internal Revenue Code.

- 37.5 Any change in program(s) shall be mutually agreed upon by the Employer and Union before implementation of such change.
- 37.6 The Employer shall pay for accidental death and dismemberment insurance.
- 37.7 The Employer shall pay for \$48,000 life insurance.
- 37.8 The Employer 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.
- 37.9 Any employee or their dependents who selects COBRA shall have the option to choose any available Employer 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 fee. An employee who retires from South County Fire shall have access to the South County Fire medical plan at the applicable retiree rate.
- 37.10 Healthcare coverage will be based on the current Employer 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.
- 37.11 If a benefit debit card is provided, it can be used for any qualified health care expense.

ARTICLE 38 - RETIREE MEDICAL/MERP

- 38.1 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. .
- 38.2 Changes to the contributions described above that are implemented in the Local 1828 contract shall apply to Local 1828-S as well.

ARTICLE 39 - AVL; MONITORING

- 39.1 Recognizing that Snohomish County 911 communications dispatch center utilizes auto vehicle locator (AVL) technology throughout its communications system and the Employer utilizes other operations-monitoring technology, the

Employer and the Union mutually agree to not use AVL data or such technology without cause for disciplinary investigations or actions.

39.2 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.

39.3 Such technology will not be randomly used to monitor employee performance without cause.

ARTICLE 40 - TAKE-HOME VEHICLES

40.1 Because the Deputy Chiefs may be required to report to the field at any time, the Employer may assign take home vehicles to employees that live within a reasonable distance from the jurisdiction of the service area.

ARTICLE 41 - TERM OF AGREEMENT

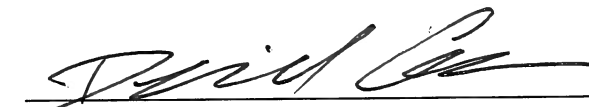
41.1 This Agreement shall be effective as of January 1, 2023, and shall remain in full force and effect through December 31, 2026.


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

South County Fire
Governing Board


Chair


Commissioner


Commissioner


Commissioner


Commissioner


Commissioner

International Association
of Firefighters Local 1828


President


Vice-President


Vice-President


Secretary


Treasurer

CA·Te

Chris Teofilak (Jul 17, 2024 13:14 PDT)

Commissioner


1828s CBA 2023-2026 DC Contract 7.2.24


Final Audit Report


2024-07-18


Created:	2024-07-17
By:	Melissa Blankenship (mblankenship@southsnofire.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAv_oWcwa2u6fAw12uW7pzVIG2uOkGFckp


"1828s CBA 2023-2026 DC Contract 7.2.24" History


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2024-07-17 - 6:13:27 PM GMT


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2024-07-17 - 6:19:07 PM GMT- IP address: 173.160.195.73

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Signature Date: 2024-07-17 - 6:19:09 PM GMT - Time Source: server- IP address: 173.160.195.73

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2024-07-17 - 7:16:29 PM GMT- IP address: 174.224.196.136

 Signer pmoore@iaff1828.org entered name at signing as Pat Moore


2024-07-17 - 7:17:26 PM GMT- IP address: 174.224.196.136

 Document e-signed by Pat Moore (pmoore@iaff1828.org)

Signature Date: 2024-07-17 - 7:17:28 PM GMT - Time Source: server- IP address: 174.224.196.136

 Email viewed by cteofilak@southsnofire.org

2024-07-17 - 8:13:54 PM GMT- IP address: 50.125.80.250

 Signer cteofilak@southsnofire.org entered name at signing as Chris Teofilak

2024-07-17 - 8:14:21 PM GMT- IP address: 50.125.80.250

 Document e-signed by Chris Teofilak (cteofilak@southsnofire.org)

Signature Date: 2024-07-17 - 8:14:23 PM GMT - Time Source: server- IP address: 50.125.80.250

 Signer marmstrong@iaff1828.org entered name at signing as Matthew Armstrong

2024-07-18 - 4:30:45 PM GMT- IP address: 208.52.79.186

 Document e-signed by Matthew Armstrong (marmstrong@iaff1828.org)

Signature Date: 2024-07-18 - 4:30:47 PM GMT - Time Source: server- IP address: 208.52.79.186

 Signer jpickens@iaff1828.org entered name at signing as Justin Pickens

2024-07-18 - 4:37:15 PM GMT- IP address: 174.224.202.249

 Document e-signed by Justin Pickens (jpickens@iaff1828.org)

Signature Date: 2024-07-18 - 4:37:17 PM GMT - Time Source: server- IP address: 174.224.202.249

 Signer kbien@iaff1828.org entered name at signing as Keith Bien

2024-07-18 - 5:23:40 PM GMT- IP address: 97.113.145.19

 Document e-signed by Keith Bien (kbien@iaff1828.org)

Signature Date: 2024-07-18 - 5:23:42 PM GMT - Time Source: server- IP address: 97.113.145.19- Signature captured from device with phone number XXXXXX8207

 Agreement completed.

2024-07-18 - 5:23:42 PM GMT