

**Collective
Bargaining Agreement**

**Between the
City of Snoqualmie**

And

**International
Association of Fire
Fighters
Local 2878**

January 01, 2022 – December 31, 2025

IAFF Local 2878
Table of Contents

| | |
|--|----|
| ARTICLE 1 Preamble | 3 |
| ARTICLE 2 Union Recognition | 3 |
| ARTICLE 3 Union Business | 3 |
| ARTICLE 4 Union Membership | 4 |
| ARTICLE 5 Payroll Deductions | 4 |
| ARTICLE 6 Legal | 5 |
| ARTICLE 7 Savings Clause | 5 |
| ARTICLE 8 Successor Agreement | 5 |
| ARTICLE 9 Management Rights | 5 |
| ARTICLE 10 Grievance Procedure | 6 |
| ARTICLE 11 Rules and Regulations..... | 7 |
| ARTICLE 12 Personnel Records | 7 |
| ARTICLE 13 Reduction in Force | 8 |
| ARTICLE 14 Definition of Seniority | 8 |
| ARTICLE 15 Promotion | 8 |
| ARTICLE 16 Specialty Incentive and Deployment Standards | 9 |
| ARTICLE 17 Hours of Duty | 10 |
| ARTICLE 18 Vacations..... | 11 |
| ARTICLE 19 Holiday Time | 12 |
| ARTICLE 20 Call Back Pay | 13 |
| ARTICLE 21 Shift Exchange | 14 |
| ARTICLE 22 Duty out of Rank | 14 |
| ARTICLE 23 Sick Leave | 15 |
| ARTICLE 24 Bereavement Leave | 16 |
| ARTICLE 25 Light Duty | 16 |
| ARTICLE 26 Wages | 17 |
| ARTICLE 27 Deferred Compensation | 18 |
| ARTICLE 28 Longevity Pay | 18 |
| ARTICLE 29 Educational Incentive..... | 18 |
| ARTICLE 30 Medical Benefits | 19 |
| ARTICLE 31 Medical Expense Reimbursement Plan | 19 |
| ARTICLE 32 Life Insurance | 20 |
| ARTICLE 33 Uniforms | 20 |
| ARTICLE 34 Supervisory Authority | 20 |
| ARTICLE 35 Duration of Agreement | 21 |

ARTICLE 1 Preamble

1.1 This Agreement is entered into between the City of Snoqualmie, hereinafter referred to as the “Employer”, and the International Association of Fire Fighters Local 2878, hereinafter referred to as the “Union”, governing wages, hours, and working conditions.

ARTICLE 2 Union Recognition

2.1 The Employer recognizes the Union as the exclusive bargaining agent for all uniformed firefighting Fire Department employees (“Eligible Employees”), excluding confidential, temporary and supervisory employees. Supervisory employees are defined to mean employees above the rank of Captain. If any position is created above the rank of Captain, either party may file clarification proceedings with the Public Employment Relations Commission.

2.2 Employees hired in temporary uniformed Fire Department positions shall not serve in that position for longer than a six-month period. If retained beyond six months, they will be converted to a uniformed employee eligible for representation by the Union, and for purposes of this Agreement their seniority shall revert to original date of hire.

ARTICLE 3 Union Business

3.1 Union Meetings

a) The Employer shall allow the usage of City property for Union meetings subject to availability. On-duty personnel will be allowed to attend such meetings as long as it does not interfere with normal operational duties.

3.2 Bulletin Board Space

a) The Union will be given space at each Fire Station to install and maintain a bulletin board for Union business. Such boards will bear no cost to the Employer.

3.3 Time off For Union Business

a) The Employer agrees that during working hours on the Employer’s premises and without loss of pay, Union representatives shall be allowed reasonable time to attend negotiation sessions with the Employer and transact communications related to negotiations.

b) If a Union member needs time off to attend other meetings for Union business, unpaid leave shall be granted as long as the employee’s absence does not interfere with the operations of the Fire Department. The Union will make any such request for unpaid leave for Union business to the Fire Chief at least forty-eight (48) hours in advance.

ARTICLE 4 Union Membership

4.1 Union Membership

- a) Eligible Employees have the option to become members of the Union. Membership as used in this Article means that, following the procedures set forth in Article 5, the employee has paid, or offered to pay, the initiation fee and regular monthly dues uniformly required for membership in the Union.
- b) Eligible Employees may also elect not to become members of the Union in accordance with the right of non-association, including but not limited to the right of non-association based upon bona fide religious tenets or teachings of a church or religious body of which an employee is a member.

4.2 Union shall be afforded reasonable access as defined in RCW 41.56.037 to new bargaining unit members within the first (90) days of placement in the bargaining unit for the purpose of presenting information about the benefits of Union Membership.

ARTICLE 5 Payroll Deductions

5.1 Upon the authorization of an Eligible Employee, the Employer shall deduct from the payments to said employee the monthly amount of dues as certified by the Union Secretary, and shall transmit those dues to the Union treasurer on the last business day of each month.

5.2 Eligible Employees may participate in payroll deductions provided in Section 5.1 above, in accordance with the following procedures. An Eligible Employee's authorization to have the Employer deduct membership dues from the employee's salary must be made to the Union, which will provide written notice to the Employer. The Employer will begin withholding dues no later than the second payroll period following notice from the Union that an Eligible Employee has authorized dues withholding.

5.3 The Eligible Employee's authorization remains in effect until expressly revoked by the employee in accordance with the terms and conditions of the authorization. An Eligible Employee's request to revoke authorization for payroll deductions must be in writing and submitted by the employee to the Union representative in accordance with the terms and conditions of the authorization. After the Employer receives confirmation from the Union that the Eligible Employee has revoked authorization for deductions, the Employer shall end the deduction no later than the second payroll after receipt of the confirmation. Unless otherwise provided herein, the Employer shall rely on information provided by the Union regarding the authorization and revocation of deductions. The Union will provide timely written notice to the Employer of the cancellation of dues authorization by an Eligible Employee.

5.4 The Union will indemnify, defend and hold harmless the Employer against any claims made against the Employer on account of any deduction of dues for the Union. The Union agrees to refund the Employer any amounts paid to it in error on account of dues deduction provisions upon presentation of proper evidence thereof.

5.5 In situations where errors arise from any of deductions set forth in this Agreement, errors will be corrected by mutual agreement of the parties.

ARTICLE 6 Legal

6.1 The Employer agrees to maintain a liability insurance policy that covers all employees. This requirement shall be deemed satisfied by the Employer's membership in good standing in the Washington Cities Insurance Authority self-insurance pool.

ARTICLE 7 Savings Clause

7.1 This Agreement shall be subject to change and modification as may be mutually agreed upon by both parties hereto in writing. If any provision of this Agreement or the application of such provisions should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and unaffected.

ARTICLE 8 Mergers, Consolidation, Mergers, Contracts, Annexation

8.1 At least 30 days prior to the effective date of any Snoqualmie Fire Department consolidation, merger, contract for fire/EMS services, or annexation, the Employer agrees to notify the Union of the consolidation, merger, contract for fire/EMS services, or annexation and to bargain in good faith the effects, if any, on the wages, hours, and working conditions of employees covered by this Agreement.

ARTICLE 9 Management Rights

9.1 The Union recognizes any and all rights, powers and authorities, which are not modified by this agreement, as being retained by the Employer. These rights include but are not limited to the following:

- a) To maintain efficiency and to make, alter, and enforce reasonable policies and procedures to be observed by the employees.
- b) To direct, hire, promote, transfer, and for just cause, suspend, discipline or dismiss employees. Probationary employees may not use the grievance procedure to contest any disciplinary/discharge decision of the Employer.

- c) To evaluate jobs and positions, classify positions, establish qualification requirements of employees and specify the employee's duties and work.
- d) To manage and operate the services in all respects and without restrictions.
- e) To establish the location and number of stations and services to be rendered, the methods, the work procedures, the type of equipment to be used; to select, control and direct the use of all materials required in the operation of the service provided and performed.
- f) To schedule work, to make, alter and enforce policies and regulations governing the use of material, equipment and services that may be deemed necessary.

9.2 The above is not intended to be exclusive and shall not exclude any historical or normal rights of management. The Union may raise issues of binding past practice through the grievance procedure.

ARTICLE 10 Grievance Procedure

10.1 A grievance is defined as a dispute involving the interpretation or application of the provisions of this Agreement and/or binding past practices that are encompassed by this Agreement. It is the intent of the parties that the following procedure is the exclusive remedy for resolving grievances. The employee shall have the right to Union representation in all steps of grievance procedure. When the term "days" is used, it shall refer to calendar days. The employee or the Union can file a grievance.

10.2 Step One – The employee or the Union shall first reduce to writing a statement of the grievance containing the following: a) the facts on which the grievance is based; b) a reference to the provision in this agreement; c) the remedy sought. The employee shall submit the written statement of grievance to the Fire Chief within thirty (30) days. In the event the employee does not present such grievance within thirty (30) days of its occurrence or reasonable knowledge of the occurrence, the grievance shall be invalid and subject to no further processing. The Chief or designee shall have fourteen (14) days from submission of the written statement of the grievance to resolve the matter or deny the grievance. If resolved, the disposition shall be indicated on the written statement and signed by the Chief or designee and the Union.

10.3 Step Two – If the grievance is denied at Step 1, a written statement of grievance shall be submitted within fifteen (15) days of the date of the denial to the City Administrator. The City Administrator, or designee, shall have thirty (30) days from the submission of the written statement to resolve or deny the grievance. If any agreeable disposition is made, the City Administrator or designee and the Union to the grievance shall sign it.

10.4 Step Three – If the grievance is denied at Step 2, the Union may request arbitration within twenty (20) days of the denial. This request must be submitted in writing. Representatives from the Employer and the Union shall consult within seven (7) days of the date written request for arbitration is submitted to attempt to agree on an arbitrator. If

the parties cannot agree within three (3) days, the parties shall jointly request the Public Employment Relations Commission (PERC) to provide a list of nine (9) arbitrators. The Employer and the Union shall alternatively strike one name from the list until only one name remains. The order of striking shall be determined by the toss of the coin, the loser striking the first name. The one name remaining shall be the arbitrator.

10.5 The arbitrator shall hold a hearing at which the parties may submit their case concerning the grievance. The arbitrator shall have no power to render a decision that shall add to, subtract from, alter, change or modify the terms of this agreement. The arbitrator's power shall be limited to the interpretation and application of the provisions and/or binding past practice that are encompassed by this Agreement. The decision of the arbitrator shall be final and binding on the Union, the Employer and the employees involved.

10.6 The cost of the Arbitrator shall be borne equally by the Employer and the Union. Each party shall bear its costs of presenting its case.

10.7 There may be some instance where an outside agency or party may be used for arbitration in lieu of PERC, if both the Employer and Union agree.

10.8 The arbitrator shall be without power to make decisions contrary to, or inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law.

10.9 The parties may mutually agree in writing to extend any deadline contained in this grievance procedure. Absent such agreement, a grievance shall be considered resolved against the party that fails to meet any deadline contained in this grievance procedure and the grievance shall not be subject to any further processing, including arbitration.

ARTICLE 11 Rules and Regulations

11.1 The Union agrees that its members shall comply with all City and Department rules and regulations, including those relating to conduct and work performance. Proposed changes in rules and regulations will be presented to the Union for review and for bargaining if required by RCW 41.56 prior to implementation of a change, except for a bona fide emergency. This review period shall not be longer than fifteen (15) days. The Union reserves the right to negotiate any impact of such policies.

ARTICLE 12 Personnel Records

12.1 In addition to the Employer's personnel records policy as set forth in the City of Snoqualmie Personnel Policies, all members of the bargaining unit shall have the additional right to:

- a) Review their personnel file with a minimum of two (2) City business days' notice given to Human Resources.

- b) May receive copies upon request of items in their personnel file.
- c) Request in writing to the Fire Chief that disciplinary documents be purged one (1) year after being placed in their personnel file.
- d) If request is denied, employee has the right to appeal the Fire Chief's decision to the City Administrator, or designee. The decision of the City Administrator is final and not subject to the grievance procedure.

ARTICLE 13 Reduction in Force

13.1 In the case of reduction in force, the least senior bargaining unit employee shall be laid off. In the case of reduction in rank, the least senior employee within that rank shall be reduced. If the reduction in rank results in the need for a reduction in force, the employee reducing in rank shall bump the least senior bargaining unit employee.

13.2 In the case of a layoff, the employee shall be placed on a rehire list for one (1) year. The employee is responsible to ensure the Employer has their current phone number and address. Employees laid off last will be the first to be recalled. All recalled employees must prove they are still medically and physically fit to return to work.

ARTICLE 14 Definition of Seniority

14.1 Seniority in the Fire Department shall be defined as continuous service within the Department. If two (2) or more employees are hired on the same day, their seniority shall be determined by the employee's ranking on the civil service list.

14.2 Seniority in classifications above fire fighter shall be determined by length of continuous service within the classification. Employees promoted on the same day shall have their seniority determined by the ranking established by the civil service promotional process.

14.3 Seniority will continue to accrue for employees unless the employee takes an unpaid Leave of Absence of greater than thirty (30) days. Seniority for purposes of this Article shall also continue to accrue during such period employee is on leave pursuant to state or federal law.

ARTICLE 15 Promotion

15.1 If a promotional opportunity exists within the bargaining unit, the promotional opportunity will be filled by a bargaining unit member provided that there are two (2) or more eligible bargaining unit members who meet the criteria that are set forth in paragraph 2 below.

15.2 Eligibility for Promotion will be defined as:

- a) Lieutenant: a minimum of three years of service with the Snoqualmie Fire Department as a Firefighter.
- b) Fire Captain: a minimum of three years of service at the rank of Lieutenant with the Snoqualmie Fire Department.
- c) Candidate meets mandatory educational requirements for the job posting, or has the ability to acquire the necessary training before the end of probation period.
- d) Candidate passes the promotional testing with a score of greater than 70%.

15.3 If there are less than two (2) eligible bargaining unit members following the testing process, or less than two (2) bargaining unit members apply for the position, then the City may re-test or re-post the position to include external candidates as well as bargaining unit members.

15.4 If a vacancy occurs as a result of termination, resignation, death or retirement in a bargaining unit position, and it is not due to a reduction in force or reduction in rank, the City agrees to fill the vacancy within six (6) months.

15.5 Promotions to the rank of Lieutenant or Captain shall have a probationary period of six months. Promoted employees not meeting probationary standards or requirements may have their probationary period extended one (1) time for up to three additional months. After successful completion of the probationary period the employee will be moved to step B of the applicable pay scale for the position. Any employee who fails the promotional probationary period may return to their appointed position held prior to the promotion.

ARTICLE 16 Specialty Incentive and Deployment Standards

16.1 Employees shall receive a specialty incentive for technician or similar certification for the following certifications:

- a. Boat Operator
- b. International Code Council Fire Inspector I
- c. Hazmat Technician
- d. Drone Operator
- e. Red card

16.2 Employees shall be compensated at a rate of 0.75% (2022) and 1.0% (beginning 2023) of Step E (Firefighter) for the specialty incentive and shall only be compensated for one (1) specialty certification. It is understood that swiftwater technician certification is considered part of the employee's job description.

16.3 Involvement in the all-risk mobilization or other similar disaster deployments is strictly voluntary. The Employer agrees to provide ongoing wildland training for not more than four (4) employees; initial NWCG Firefighter I/II training costs will be covered by the employer and subject to the approval process. No backfill or overtime will be paid for initial training. Because of the training and equipment costs encumbered in

this process, employees are expected to participate in this program for not less than three (3) years before withdrawing.

16.4 The Employer will develop a list of pre-approved equipment needed for deployment. All equipment needed for deployment will be purchased by the Employer.

16.5 All deployments are subject to the approval by the Fire Chief or designee. Not more than one (1) employee will be on deployment to mobilization incidents or disaster responses unless approved by the Fire Chief or designee. Employees shall not deploy until all requirements outlined in the Deployment and Disaster Response PPG are met. Mobilized employees will only be compensated for hours worked and reimbursed by the requesting agency. Deployments will be at no expense to the employer.

ARTICLE 17 Hours of Duty

17.1 Employees shall be assigned by the Fire Chief to one of two alternate work cycles, a six-day or an eight-day cycle; provided, however, that the Fire Captain may be assigned to work a 48-hour / seven-day work week cycle, totaling 2,496 hours annually so long as no seven-day cycle shall include more than one (1) 24-hour work shift. The following shift configuration is an example of the 48-hour workweek shift: 24 hours on duty, 24 hours off duty; 8 hours on duty, 16 hours off duty; 8 hours on duty, 16 hours off duty; 8 hours on duty, 64 hours off duty.

17.2 The six-day Cycle shall consist of six (6) consecutive days per cycle and shall be known as the “48/96 shift.” The 48/96 Shift shall consist of two (2) 24-hour shifts on duty, followed by four (4) 24-hour shifts off duty.

A “Kelly Day” is a scheduled 24 hour on-duty shift where an employee does not work.

The total number of “Kelly Days” annually for each employee will be 14. This will reduces the average workweek to approximately 49.5 hours, which equates to 2,584 hours per year.

17.3 Employee’s work schedules will be broken down into twenty-four (24) day FLSA periods. Personnel must schedule a minimum of one day off during each twenty-four (24) day period. This will satisfy the FLSA 24- day work period requirements. Each employee will use a combination of Kelly Days and Holidays to accomplish this. The Union will submit a calendar to the Fire Chief by December 1st of the previous year. The Fire Chief will have thirty (30) days to review and approve the calendar. Once approved, these days shall not be changed, unless the employee and the Fire Chief agree, and the change is within the same twenty-four (24) day period. Discrepancies will be corrected at the Fire Chief’s discretion. No more than one employee will be allowed to schedule time off per day. Employees must schedule all Kelly Days and Holidays at the beginning of the year.

17.4 The Eight-Day Cycle shall consist of eight (8) consecutive days per cycle. Personnel assigned to this cycle shall work 0800 hours to 2000 hours, four (4) consecutive days on-duty, followed by four (4) consecutive days off. The workweek shall be an average of forty-two (42) hours, which equates to 2,190 hours per year. This shift will be modified to cover vacation, holiday, and Kelly days provided that the substituted schedule does not exceed forty-eight (48) hours in an eight (8) day period beginning with the first day of the four shift rotation. Substitution of shifts must be done on a regularly assigned duty day unless mutually agreed upon by both parties.

17.5 Additional shift configurations may be adopted if mutually agreed upon by the employee, Union and the Employer.

17.6 Work hours for the Six-Day Cycle employees shall be from 08:00 to 0800 hours the following day. The hours between 0800 to 1700 shall be considered "Productive Work Hours." The hours between 1700 hours and 0800 hours shall be considered, with the exception of volunteer training, occasional public relation assignments, and activities necessary for emergency preparedness, "Emergency Stand-by Time." The 24 hour holidays of Thanksgiving, Christmas, and New Year's will be considered "Emergency Stand-By Time" after daily and weekly apparatus checks, and all assurances are made to insure proper and efficient emergency response.

17.7 Personnel shall be given three (3) month notice for any changing of personnel unless a bona fide emergency exists. This notice shall include the specific shift and/or assignment of each individual affected.

17.8 Employees shall not regularly be required to attend mandatory training or perform work on previously scheduled Kelly days, holidays or vacation days. However, if required by the Fire Chief to attend mandatory training or perform work on any such day, the employee may take the previously scheduled time off during the current work cycle or choose to be paid at the employee's overtime rate for the actual training or working time.

17.9 Bargaining unit members will be given a minimum of 48-hours' notice of any such training time and as much notice as reasonably practical. 17.10 When the staffing calendar permits and subject to the approval of the Fire Chief or designee, employees may voluntarily move a shift when the move does not impact minimum staffing levels, and to cover an overtime shift. Known as shift-sliding, all moves must comply with FLSA rules and not have a financial impact to the City.

ARTICLE 18 Vacations

18.1 Personnel (other than a Captain assigned to a 48-hour / week shift) shall be given the following time off for vacation.

| <u>Years of Service</u> | <u>2022</u> | <u>2023</u> |
|-------------------------|--------------------------|---------------------------|
| 0 – 3 years | 108 hours / 9 Hrs. Month | 120 hours / 10 Hrs. Month |

| | | |
|-----------------------|---------------------------|---------------------------|
| Beginning 4-6 years | 132 hours /11 Hrs. Month | 144 hours / 12 Hrs. Month |
| Beginning 7-9 years | 156 hours / 13 Hrs. Month | 168 hours / 14 Hrs. Month |
| Beginning 10-14 years | 180 hours / 15 Hrs. Month | 192 hours / 16 Hrs. Month |
| Beginning 15-19 years | 204 hours / 17 Hrs. Month | 216 hours / 18 Hrs. Month |
| 20+ years | 230 hours / 19 Hrs. Month | 242 hours / 20 Hrs. Month |

The Captain who works a workweek averaging 48 hours per week shall be given the following time off for vacation:

| <u>Years of Service</u> | 2022 | 2023 |
|------------------------------|--------------------------|-------------------------|
| Beginning 4-6 years | 125.4 Hrs / 10.5 Hrs/Mo. | 136.8 Hrs / 11.4 Hrs/Mo |
| Beginning 7-9 years | 148.2 Hrs / 12.4 Hrs/Mo. | 159.6 Hrs / 13.3 Hrs/Mo |
| Beginning 10-14 years | 171.0 Hrs / 14.3 Hrs/Mo | 182.4 Hrs / 15.2 Hrs/Mo |
| Beginning 15-19 years. | 193.8 Hrs / 16.2 Hrs/Mo | 205.2 Hrs / 17.1 Hrs/Mo |
| 20+ years 205.3 17.1 hrs/mo. | 218.5 Hrs / 18.2 Hrs/Mo | 229.9 Hrs / 19.2 Hrs/Mo |

18.2 Employees may carry over seventy-two (72) hours per year to a maximum accrual of two hundred sixty-four (264) hours. If assigned to a 48-hour / week shift, the Captain may carry over sixty-nine (69) hours per year to a maximum accrual of two hundred fifty (250).

18.3 Only one employee will be allowed time off per shift. This is inclusive of Holiday and Kelly day time but does not include sick leave or disability leave unless vacation has been scheduled prior to the disability. This principle does not apply to day shift employees scheduled time off.

18.4 If an employee is unable to take vacation because of another employee's disability, or if there is a vacant bargaining unit position that hasn't been filled, the employee will be granted an extension of up to six (6) months to take their required annual vacation time. In lieu of an extension, employees may instead choose to receive a payout for the vacation they are required to use before the end of the year. Such a payout will be paid hour for hour at the employee's straight time wage.

18.5 The principle of first come, first served will be utilized for scheduling conflicts. No "bumping" will be allowed.

18.6 Sections 18.3 – 18.5 shall not apply to the Fire Captain who works an average of 48 hours per week.

ARTICLE 19 Holiday Time

19.1 Six-Day Cycle employees shall receive one hundred forty-four (144) hours, the Fire Captain assigned to a 48-hour / week shift shall receive one hundred twenty (130) hours,

and Eight Day Cycle employees shall receive ninety-six (104) hours paid leave per year in lieu of holidays. Holidays shall be taken in the calendar year earned. These days are to be used throughout the year and scheduled by December 1 for the following year. If not completed, the Employer will schedule the holidays and inform the employee by January 1 of the following year. There shall be no “carry over” of holiday hours.

19.2 These hours shall be available by January 1 of each year, except as follows. For any member who is hired or separates from the City after January of any calendar year, the holiday hours benefit provided in this Article shall be prorated on a monthly basis according to the following formula: the total number of holiday leave hours under Section 19.1 / 12 X number of months worked that year. For any member separating from the City, the annual hourly benefit minus the pro-rated holiday hours provided will be deducted from the member’s leave bank prior to issuance of the final paycheck. Due to the Employer’s staffing needs, only one (1) employee will be allowed time off per shift.

ARTICLE 20 Call Back Pay and Overtime

20.1 All employees covered by the terms of this contract, who are called back to work from off-duty, beyond their scheduled work week, shall be paid at the rate of time and one-half, with a minimum of two (2) hours except:

- a) Employees responding off-duty to a fire incident or request for staffing in accordance with department policy shall be paid at the rate of time and one-half for their time worked, beginning when they start their response.
- b) No minimum will be paid if the emergency response time worked is an extension of the employee’s shift.

20.2 The Union shall maintain and administer a callback / overtime list. This list shall be rotating, and fairly maintained amongst all employees. The Employer must authorize all overtime.

20.3 The Employer reserves the right to call back employees for special projects that they are involved with. This may be initiated without the use of the rotation list.

20.4 Personnel shall receive a minimum of two (2) hours for such call back.

20.5 Employees will be allowed to receive overtime on their normally assigned shift should they be called back during a day that was previously approved as a day off. The days eligible are days that were pre-scheduled during the previous year. These days include Kelly days, holidays and vacation days.

20.6 If mutually agreed to, Employees may be assigned to be on call for specific events, pending disasters, or other programs that support the mission of the fire department. On call assignments shall be at the discretion of the Fire Chief and shall be not less than forty-eight (48) hours in length. Employees accepting an on-call assignment agree to

return to duty at the fire station or emergency incident location within thirty (30) minutes of the request. Employees accepting the on-call assignment shall be compensated for three (3) hours at the overtime rate. Employees returning to a call back request shall be compensated hour-for-hour, with no minimum hours, at an overtime rate for every hour worked during call-back.

20.7 Prescheduled overtime will be filled based on position for position overtime. The parties agree to address amendments to Department policy using the labor-management process.

ARTICLE 21 Shift Exchange

21.1 Shift Exchanges and Stand-by will be granted according to the Snoqualmie Fire Department Policy and Procedural Guidelines. Shift exchanges shall not interfere with Fire Department operations and shall not result in any financial impact to the Employer, including any cost to maintain minimum staffing. Shift exchanges shall not create an administrative burden on the Fire Administration.

21.2 Shift exchanges can occur between employees regardless of rank as long as one of the on-duty personnel has a minimum of two years of full-time employment with the City. The parties acknowledge that position for position shift exchanges is preferable for operations, safety and training reasons, unless otherwise approved by the Fire Chief.

21.3 By agreement of the parties, a list of options for payback to the City when trade is a no show will be by mutual agreement of the parties. The labor-management committee process will be utilized to pursue an agreement.

ARTICLE 22 Duty out of Rank

22.1 There shall be a shift supervisor who is a member of the bargaining unit on duty at all times. Any personnel not wishing to be considered for this position shall, in writing, inform the Fire Chief. The Fire Captain may be designated as the shift supervisor after 1700 hours during the Fire Captain's 24-hour work shift, or during such other times when no other on-duty bargaining unit member willing to serve as shift supervisor is available.

22.2 When management assigns duties as an acting Lieutenant, the Firefighter so assigned shall receive one (1) hour of overtime per shift worked. An acting assignment of half shift (1-12 hours) shall receive 30 minutes overtime. An acting assignment of over half shift shall receive one (1) full hour of overtime at the employee's regular overtime hourly rate of pay.

22.3 The qualifications to be eligible to act as shift supervisor and procedures for designation as shift supervisor shall be established by departmental policy 1006 as approved on May 21, 2012.

22.4 Bargaining unit members assigned to fill the role of shift supervisor for more than 30 consecutive days due to the absence of a regularly assigned supervisor, shall be compensated at the Step A Lieutenant wage with a maximum increase of ten percent (10%) for the duration of the assignment. If a bargaining unit member is asked to perform the duties of the position of Captain for more than 30 days, they will be compensated at Step A of the Captain wage with a maximum increase of ten percent (10%). This provision shall not apply when the employee is in training status. Members filling the role of long-term acting officer are expected to function as the supervisor and complete customary duties for the respective position.

ARTICLE 23 Sick Leave

23.1 Sick leave shall accrue at the rate of twelve (12) hours per month for Six-Day Cycle employees. A maximum amount of one thousand eighty (1,080) hours may be carried over from year to year. Six-Day Cycle employees shall receive compensation equal to thirty-three percent (33%) of the sick leave hours that exceed one thousand eighty (1,080) hours. This will be paid at the employee's straight time rate of pay. Request for such compensation must be submitted to the Employer, in writing, on or before December 10 of each year.

23.2 Sick leave shall accrue at the rate of eight (8) hours per month for Eight Day Cycle employees. A maximum amount of seven hundred twenty (720) hours may be carried over from year to year. Eight Day Cycle employees shall receive compensation equal to thirty-three percent (33%) of the sick leave hours that exceed seven hundred twenty (720) hours. This will be paid at the employee's straight time of pay. Requests for such compensation must be submitted to the Employer, in writing, on or before December 10 of each year. Personnel switching from a Six-Day Cycle to an Eight Day Cycle shall be held at the Six-Day Cycle accrual rate.

23.3 Such leave shall be granted upon application before or within reasonable time after the absence, depending on the circumstance of each case. Each employee shall use sick leave solely for the purpose of a bona fide illness or injury and in accordance with City Policy. Utilization of sick leave for any other purpose shall be cause for disciplinary action.

23.4 After three (3) consecutive shifts of illness or injury the employee must furnish a note or letter from a physician that states the employee has been seen by the physician and is able to return to full firefighting duties.

23.5 Any employee that has accrued four hundred thirty two (432) hours of sick leave may transfer up to a maximum of seventy two (72) hours to another employee who has exhausted their accrued time off. Additional hours may be given if mutually agreed upon by both parties. In addition, personnel will be allowed to work the absent employees shift without the required "payback" of time. This is only available in case of an injury or illness of the employee.

23.6 If assigned to a 48-hour / week shift, the Fire Captain shall accrue sick leave at the rate of 10 hours per month. A maximum amount of one thousand eighty (1,080) hours may be carried over from year to year.

ARTICLE 24 Bereavement Leave

24.1 In the event of a death in the employee's immediate family, the employee shall be granted forty-eight (48) hours of paid administrative leave. An employee may take an additional seventy- two (72) hours of sick leave if additional time off is needed. This is subject to the employee having sick time available. Notwithstanding the above, if assigned to a 48-hour / week shift, the position of Fire Captain shall receive two work shifts off for the death of the employee's immediate family member, as defined in Section 24.2. Such leave shall be used for consecutive shifts only. The Fire Captain may be granted an additional two (2) shifts of sick time off if more time is needed.

24.2 "Immediate family" is defined as spouse and children of an employee and/or mother, father, sister, brother, mother-in-law, father-in-law, grandmother or grandfather of the employee, or any other relative living in the employee's household.

ARTICLE 25 Light Duty

25.1 Any LEOFF II employee that becomes injured or medically unfit for duty, may petition the Fire Chief asking to be returned to Light Duty status contingent upon the following:

- a) The Fire Chief will meet with the Lieutenants of the Fire Department to establish whether there exists work applicable to "Light Duty" assignment.
- b) The physician treating the employee must furnish a release to "Light Duty" status listing the types of work the employee is allowed to perform.
- c) The Fire Chief's determination there is justification and there exists a meaningful job to perform is final and without right of appeal.
- d) The time for light duty assignments will not exceed ninety (90) days. Extension requests will be reviewed every thirty- (30) days and additional days may be granted.

25.2 Any LEOFF II employee that becomes temporarily injured or temporarily medically unfit for duty because of an accepted Labor and Industries claim, and a physician certifies modified duty, shall be assigned light duty until the claim is closed, if work is available. This assignment does not require the city to create or establish a position if the employee is fully or partially disabled.

25.3 The schedule for personnel on light duty shall be Monday through Friday from 08:00 to 17:00 unless otherwise agreed to by the Employer and individual.

25.4 While on light duty, employees shall accrue vacations and sick leave as outlined in the City of Snoqualmie, personnel policies.

ARTICLE 26 Wages

26.1 Automatic Step Progressions

Fire Fighter

Lieutenant

| | |
|----------------------------------|---------------------------------|
| Step A (0-12 Mo): 80% of Step E | Step A (0-6 Mo): 105% of Step E |
| Step B (13-24 Mo): 85% of Step E | Step B (6+ Mo): 110% of Step E |
| Step C (25-36 Mo): 90% of Step E | |
| Step D (37-48 Mo): 95% of Step E | |
| Step E (49+ Mo): 100% | |

Fire Captain

| | |
|-----------------|------------------------------|
| Step A (0-6 mo) | 115% of (Firefighter) Step E |
| Step B (6 + mo) | 120% of (Firefighter) Step E |

26.2 Firefighter Wages

| <u>Year</u> | <u>A</u> | <u>B</u> | <u>C</u> | <u>D</u> | <u>E</u> | <u>Annual %</u> |
|-------------|----------|----------|----------|----------|----------|-----------------|
| 2022 | \$6,579 | \$6,990 | \$7,401 | \$7,812 | \$8,223 | + 3.4% |
| 2023 | \$6,802 | \$7,228 | \$7,653 | \$8,078 | \$8,503 | + 3.4% |
| 2024 | TBD | TBD | TBD | TBD | TBD | CPI-W* |
| 2025 | TBD | TBD | TBD | TBD | TBD | CPI-W* |

**Note: CPI-W (June) Seattle-Tacoma-Bellevue with minimum of 2.0% and maximum of 3.5% for calendar years 2024 and 2025.*

26.3 Lieutenant Wages

| <u>Year</u> | <u>A</u> | <u>B</u> | <u>Annual %</u> |
|-------------|----------|----------|-----------------|
| 2022 | \$8,635 | \$9,046 | + 3.4% |
| 2023 | \$8,928 | \$9,353 | + 3.4% |
| 2024 | TBD | TBD | CPI-W* |
| 2025 | TBD | TBD | CPI-W* |

26.4 Fire Captain

| <u>Year</u> | <u>A</u> | <u>B</u> | <u>Annual %</u> |
|-------------|----------|----------|-----------------|
| 2022 | \$9,457 | \$9,868 | + 3.4% |
| 2023 | \$9,778 | \$10,204 | + 3.4% |
| 2024 | TBD | TBD | CPI-W* |
| 2025 | TBD | TBD | CPI-W* |

ARTICLE 27 Deferred Compensation

27.1 The Employer will contribute matching-funds contribution of two hundred twenty-five dollars (\$225) per month in calendar year 2022 and \$250 per month effective January 2023. It is the responsibility of the employee to complete the necessary form(s) for this benefit.

ARTICLE 28 Longevity Pay

28.1 A longevity bonus will be added to each employee's base monthly pay according to the following schedule:

- a) After 5 years 1%
- b) After 10 years 2%
- c) After 15 years 3%
- d) After 20 years 4%
- e) After 25 years 5%

ARTICLE 29 Educational Incentive and Fire-Related Professional Development.

29.1 All Employees shall receive the following monthly Education Pay in addition to their monthly rates of pay for education achievement in approved fields of job-related studies:

College Credits Monthly Amount

| <u>Quarter</u> | <u>Semester</u> | <u>Mo. Amount</u> |
|----------------|-----------------|-------------------|
| 45 Credits | 30 Credits | \$50 |
| AA/AS Degree | | \$100 |
| 120 Credits | 90 Credits | \$150 |
| BA/BS Degree | | \$200 |

29.2 The following are recognized to be job-related studies and are therefore recognized as approved fields of study:

- a) Fire Command
- b) Fire Administration
- c) Fire Investigation
- d) Fire Prevention
- e) Business Administration; or f) Public Administration
- g) Other job related fields of study mutually agreed upon between the parties to be directly related to the principle accountabilities of a Firefighter's job. For example: (To include other related fields, e.g. nursing, kinesiology, hospital administration, emergency medical services administration).

29.3 Employees shall receive paid time off from their regularly scheduled workday to attend professional fire-related training provided that:

- a) Training is relevant to their job title and position
- b) Their absence does not affect the normal day-to-day operations of the Fire Department.
- c) Scheduled staffing level does not fall below 2 personnel on duty
- d) Approval of the Fire Chief is obtained
- e) There is no financial impact to the city (excluding Duty out of Rank pay after minimum eight (8) hours)

ARTICLE 30 Medical Benefits

30.1 Employer will pay the premiums for the Employee group with the following coverages under the Northwest Firefighter Benefits Trust Plan (NWFFT Plan):

- a) Medical Coverage: NWFFT Plan 1500
- b) Dental Plan 7 with \$2,000 orthodontia rider

30.2 The Employer agrees to annually fund the NWFFT VEBA (for HRA) in the amount of \$2,300 for a single Employee and \$4,300 for each Employee with covered dependents. The Employer also agrees to pay the VEBA administration fee of \$6.50 per Employee per Month or \$78 per Employee per Year. This fee will be paid at the same time as the annual contribution. VEBA administration fees will only be paid for current Employees, not retirees. VEBA funds are irrevocable and will roll over from year to year until the account is depleted. VEBA funds may be used as an active and/or as a retiree until the account is depleted. Funding for the VEBA accounts shall be deposited as a lump sum in January of the respective year, except as follows. For any member hired after January of any calendar year, the VEBA (for HRA) funds provided in this Article shall be prorated on a monthly basis according to the following formula: the total dollar amount of the VEBA (for HRA) benefit / 12 X number of months worked that year. Upon the written request of the new member, and if approved by the Fire Chief and City Administrator, the City will pay up to the member's total annual VEBA (for HRA) amount rather than the pro-rated amount, in the event of costs not otherwise covered by insurance for an emergent, non-elective medical necessity of the new member or their family. Approval of the Fire Chief and City Administrator will not be unreasonably denied.”

30.3 The annual increases to the NWFFT health and welfare premium listed above shall be covered by the City in a dollar equivalent to (but not exceeding) the increases in the City's AWC 250 Plan and Dental Plan. Increases above the amount covered by the City shall be the responsibility of the Employee. The City will retain excess funds if the NWFFT Plan dollar amount increases are less than the AWC 250 Plan increases.

30.4 The parties will explore alternatives for cost containment and promotion of employee wellness in labor-management committee, given the physical and mental demands of the job.

ARTICLE 31 Medical Expense Reimbursement Plan

31.1 The Employer agrees to contribute \$75 per month on a pre-tax basis from the base salary of each employee to the Medical Expense Reimbursement Plan as sponsored by the Washington State Council of Fire Fighters for all bargaining unit members covered under this agreement. Any and all reporting requirements and responsibilities to the plan shall be the sole responsibility of the Union and its members and not the Employer. The Union will defend against and hold the Employer harmless from any liability that may arise out of the plan.

ARTICLE 32 Life Insurance

32.1 The Employer will pay the premiums for one hundred thousand (\$100,000) dollars of Life Insurance/AD&D for each employee.

ARTICLE 33 Uniforms

33.1 The Employer shall establish the type and furnish all protective clothing and uniforms required to be used or possessed by employees in the performance of their duties. Uniforms are to be worn on-duty only, unless specifically approved by the Fire Chief.

a) New employees will receive 3 sets of Class B and Class C uniforms, as well as one set of boots, belt, and coat as outlined in PPG 1011 of the City of Snoqualmie Fire Department Policy and Procedure Guidelines.

33.2 Upon completion of probation, the employee shall receive an additional set of Class "B" pants and shirt. The employer will also pay 100 percent (100%) of the Class "A" uniforms. The Class "A" uniform will consist of pants, coat, tie, shirt, hat, and shoes.

33.3 The Employer agrees to replace damaged or worn out uniforms and boots as needed. The Fire Chief shall maintain a list of approved fire station safety boots. If an employee elects to purchase a non-approved brand or model, they shall be reimbursed up to a maximum of the cost of the highest approved boot included on the list.

33.4 The Employer will provide facilities for cleaning uniforms. 33.5 Employees shall be responsible to secure and take reasonable care of such items.

33.6 The Employer agrees to replace any personal equipment carried by an employee that has been approved by the Fire Chief.

ARTICLE 34 Supervisory Authority

34.1 Employees covered by this Agreement shall not be supervised or fall under the authority of any volunteer during the day-to-day operations of the Department.

ARTICLE 35 Duration of Agreement

35.1 This Agreement is effective January 1, 2022 through December 31, 2025.

Union

City of Snoqualmie

Dean deAlteriis

Dean deAlteriis
Local 2878 President

12/13/2021

Date

Matthew R. Larson

Matthew R. Larson
Mayor

12/6/2021

Date

Michael Stevens

Michael Stevens
Local 2878 Vice President Snoqualmie

12/7/2021

Date