

Agreement

By and Between

**Island County Fire Protection District No. 1
Camano Island Fire and Rescue**

And

**International Association of Fire Fighters; Local 4033
Island County Fire District 1 Fire Fighters**



January 1, 2004 through December 31, 2006

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ARTICLE 1. PREAMBLE

- 1.1 The Employer and the Union recognize the need to provide efficient service to the public and to enhance the quality of service. Further, both parties agree to the need for establishing and maintaining a sound labor-management relationship and mutually agree to continue working toward this goal. Each party has been afforded the opportunity to put forth all its proposals and to bargain in good faith, and both parties agree that this Agreement expresses the results of their negotiations.

ARTICLE 2. RECOGNITION

- 2.1 The parties recognize that the term “Employer” shall be used herein and shall apply interchangeably with “Island County Fire Protection District 1,” “District,” and “Camano Island Fire and Rescue.” Local 4033 International Association of Fire Fighters shall herein be referred to as the “Union.” The term “Employee” refers exclusively to those employees of the Fire District who are members of Local 4033 and covered under the bargaining unit.
- 2.2 The Employer recognizes the Union as the sole and exclusive bargaining agent for all regular full-time uniformed Fire and Emergency Medical Service employees of Island County Fire Protection District 1, including the positions of Firefighter, Lieutenant, Captain, and Firefighter/Paramedic.
- 2.3 Upon Establishment of any new classification, and when the Union and the employer cannot mutually agree if that position should be included within the bargaining unit, that either party may request a unit clarification from the Washington State Public Employment Relations Commission (“PERC.”)

ARTICLE 3. UNION SECURITY

- 3.1 All employees covered by this Agreement shall, as a condition of continued employment, within thirty-one (31) days of employment, select one of the following options:
- 3.1.1 Become and remain members of the Union in good standing.
- 3.1.2 Exercise their options under religious tenants as set forth in RCW 41.56.122
- 3.1.3 Pay an amount established by the Secretary and Treasurer of the Union that is a proportionate share of the cost to provide representation.
- 3.2 Payroll Deduction – The Employer shall deduct from the pay of each employee covered by this Agreement, upon their written authorization, the dues and fees of the Union, and shall remit to said Union all such deductions monthly. The Union shall indemnify, defend and hold the Employer harmless

against any claims made and against any suit instituted against the Employer on account of any payment/withholding of dues and fees for the Union.

ARTICLE 4. MANAGEMENT RIGHTS

- 4.1 All Management rights, powers, authority and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in the Employer, unless otherwise addressed in this Agreement. It is expressly recognized that such rights, powers, authority, and function include, but are by no means whatever limited to the full and exclusive control, management and operation of its business and its activities, business to be transacted, functions to be performed and methods pertaining thereto; the location of its offices, places of business and equipment to be utilized and the layout thereof; the right to establish or change schedules of work; establish evaluations and standards of performance which shall be uniform; the right to establish, change, combine or eliminate jobs, positions, job classifications and descriptions; the right to establish new or change existing procedures, make technological changes; the right to maintain order and efficiency; the right to continue to contract or subcontract any work as it has done in the past, provided that any new kind of contracting shall be subject to impact bargaining; the right to continue historical staffing practices; the right to designate the work and functions to be performed by the Employer and the places where it is to be performed; the determination of the number, size and location of its offices and other places of business, or any part thereof; the right to make and enforce safety and security rules and rules of conduct; the determination of the number of employees and the direction of the employees, including but by no means whatever limited to, hiring, selecting and training of new employees, discipline for cause; scheduling, assigning, laying off, recalling, promoting, retiring, demoting and transferring of its employees.
- 4.2 The Employer and the Union agree that the above statement of management rights is for illustrative purposes only and is not to be construed or interpreted so as to exclude those prerogatives not mentioned which are inherent to Management, including those prerogatives granted by law. It is the intention of the Employer and the Union that the rights, powers, authority and functions of Management shall remain exclusively vested in the Employer except insofar as expressly and specifically surrendered or limited by the express provision of this Agreement. The management rights provision shall be liberally construed to effectuate its purpose of reserving to management a broad scope of authority; the provisions of this contract which expressly and specifically surrender or limit management rights shall be narrowly construed.
- 4.3 Nothing in this Article shall be construed to be a waiver by the Union of any of its rights to compel collective bargaining on matters of “wages, hours and conditions of employment” as set forth in Ch. 41.56 RCW and its subsections.

ARTICLE 5. NON-DISCRIMINATION

- 5.1 No employee shall be discriminated against for upholding Union principles or serving on a Union Committee. The Employer and the Union shall not unlawfully discriminate against any individual with respect to their hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, sexual orientation, Vietnam-era veteran status, marital status or the presence of any physical, mental or sensory handicap, or age, nor shall they unlawfully limit, segregate or classify employees in any way to deprive any individual employee of their employment opportunities.

ARTICLE 6. NO STRIKES OR LOCKOUTS

- 6.1 The Employer and the Union recognize that the public interest requires the efficient and uninterrupted performance of all Employer's services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective.
- 6.2 During the term of this Agreement, the Union shall not cause or condone any work stoppage, strike, slowdown or other interference with Employer functions by employees under this Agreement, and should same occur, the Union shall take all steps to end such interference immediately. Employees who engage in any of the afore-referenced actions may be subject to disciplinary action up to and including discharge. The Employer shall not lock out any employee during the life of this Agreement.
- 6.3 Any claim by the Employer that the Union has violated this Article shall not be subject to the grievance procedure of this Agreement and the Employer shall have the right to submit such claims to the courts.

ARTICLE 7. SAVINGS CLAUSE

- 7.1 In the event that after the execution of this Agreement, legislation is enacted, regulations are adopted by administrative agencies or decisions are reached by any court of law that will either be in conflict with, or invalidate any provision of this Agreement or produce an economic impact on the District or Union not contemplated at the time of the negotiations, the parties agree to reopen negotiations on such issues to ensure compliance with such legislation, regulation or decision. The remainder of this Agreement shall be valid and remain in full force and effect.

ARTICLE 8. MERGERS, ACQUISITIONS, ALLIANCES OR CONSOLIDATIONS

- 8.1 In the event the Employer elects to combine, consolidate, acquire, contract or relinquish any Fire or EMS services during the term of this Agreement, the

Employer shall negotiate the impacts of such action(s) with the Union pertaining to the wages, hours and working conditions of the members of the bargaining unit.

ARTICLE 9. UNION BUSINESS AND BULLETIN BOARD

- 9.1 Monthly Union meetings and/or Executive Board meetings may be held with the consent of the Chief in the District's fire stations without fees, provided, however, consent shall not unreasonably be withheld.
 - 9.1.1 In the event that the Union chooses to hold a Union meeting outside of the boundaries of the District, on duty personnel will not be allowed to attend.
 - 9.1.2 On duty personnel will be allowed to attend any Union meeting held within the District provided those personnel are available for response.
- 9.2 One (1) member of the Union negotiating team shall be allowed time off if on duty with pay for negotiations provided both parties reach mutual agreement with regards to staffing and response issues.
- 9.3 Representatives of the International Association of Fire Fighters or the Washington State Council of Fire Fighters shall, after notifying the Employer, be allowed to visit the District, provided such visits do not interfere with the operations of the District.
- 9.4 The District shall provide space for a bulletin board at a location mutually agreed upon by the Union and the Employer.
- 9.5 Official Union representatives may be granted time off without compensation, to attend seminars, conventions, or conferences involving Union business, provided that the total scheduled time off for all such representatives shall not interfere with the operations of the District.

ARTICLE 10. DISCIPLINE

- 10.1 Employees may be disciplined or discharged for just cause. Consistent with the concept of just cause, discipline should be applied at progressive and escalating levels to allow the employee proper notice of misconduct and an opportunity to improve performance, and shall be appropriately based on the employee's prior record of service, length of service, severity of offense and prior record of discipline.
- 10.2 Every effort shall be made to first handle any concern at the lowest level of the chain of command.

- 10.3 Disciplinary action by the Employer shall occur within ten (10) working days after the occurrence or knowledge of by the Employer.
- 10.4 An employee shall have the right to a Union representative at all meetings with the Employer where discipline may result. If a Union representative is not immediately available to attend the meeting, the meeting shall be postponed until such time as a Union representative is available. Exceptions may be made in situations where the Employer reasonably believes immediate action is necessary due to the severity of the offence, however the Employer shall contact the Union to advise them of the meeting prior to the meeting taking place.
- 10.5 Prior to the imposition of any discipline other than verbal counseling, the employee shall be provided a written copy of the alleged violation and all relevant documents the Employer has in their possession. In addition, the Employer shall hold a pre-disciplinary hearing no sooner than ten (10) business days, and no later than fifteen (15) business days, from the time the employee was notified of the alleged violation. At this hearing the employee and the Union will be given an opportunity to present their side of the issue.
- 10.6 All discipline shall be subject to grievance procedure.

ARTICLE 11. GRIEVANCE PROCEDURE

- 11.1 For the purposes of this Agreement, a “Grievance” shall be defined as those disputes involving the interpretation, application, or alleged violation of an express provision of this Agreement. The “Grievant” shall be defined as, either the Employer or the Union, whoever is bringing the grievance. The “Respondent” shall be defined as the party, either the District or the Union who allegedly caused the violation. The following procedures shall apply to the resolution of all grievances, which are not otherwise resolved. Nothing in this Article shall preclude the Union from acting in its own behalf as the aggrieved party.
 - 11.1.1 Working days, as it applies to this Article, shall mean Monday through Friday, excluding the holidays listed in Article 16.
 - 11.1.2 Should the Respondent fail to comply with the time limits herein, the Grievant may appeal immediately to the next step. Should the Grievant fail to comply with the time limits herein, the Grievance shall be considered abandoned.
- 11.2 Informal discussion. Both parties agree that all Grievances shall be handled as informally as possible. In the event that the Grievant is the Employee, the Employee shall present the Grievance orally to the immediate supervisor, or if the Grievance involves the immediate supervisor, then to the next level of the

District chain of command. In the event that the Grievant is the Employer, the Grievant shall present the Grievance orally to the Union President. In either case, the Grievance shall be presented orally within sixty (60) calendar days of the occurrence of incident giving rise to the Grievance. The Respondent shall provide their response within five (5) calendar days following the informal discussion.

- 11.3 Step 1-Formal Submission. Should the Grievance remain unresolved, after the informal discussion, the Union may submit the Grievance, in writing to the District Fire Chief or the Chief's designee. Formal Submission shall be made within sixty (60) calendar days of the Respondent's decision to the informal presentation of the grievance, or if no response is received at the conclusion of the five (5) day period provided for the informal discussion. The formal submission shall contain the specific section(s) of the contract allegedly violated, a brief explanation of the circumstances leading up to the grievance, the names of any witness, any evidence, and the proposed remedy. A written decision shall be rendered within ten (10) working days.
- 11.4 Step 2-Should the Grievance be unsettled with a Step 1 decision, the Grievance shall be submitted to the Chairman of the Board of Commissioners or their designee, no later than ten (10) working days following the announcement of a decision from step 1. The Board shall schedule a meeting within ten (10) working days to review the Grievance. The Grievance hearing conducted by the Board may be in "Executive Session". The aggrieved employee(s) may elect to attend said meeting at their option, shall have the right to be represented by the Union and shall be given an opportunity to present their case. The Board shall render its written decision within five (5) working days of the meeting. The Board, by a majority vote, may sustain or deny the Grievance, and in so doing may modify the requested remedy of the Grievant by increasing or decreasing the remedy sought.
- 11.5 If the grievance is not settled satisfactorily at steps 1 or 2, either party may give notice to the other within ten (10) working days of their intent to submit the grievance to arbitration. The parties have thirty (30) calendar days to meet and mutually agree on an arbitrator.
- 11.6 Arbitration: The parties shall select a disinterested party to serve as arbitrator. In the event the Employer and the Union are unable to agree upon an arbitrator within the thirty (30) day time limit in Section 11.5, the Employer and the Union shall request a list of eleven (11) Northwest arbitrators from the Federal Mediation and Conciliation Service (FMCS). The Employer and Union then shall select an arbitrator from said list. The grieving party shall have first opportunity to strike a name from the list; the other party then shall strike a name. The parties shall rotate strikes until only one name remains. The fees and expenses of the agreed upon arbitrator shall be shared equally between the parties. All other expenses incurred by either party shall be the sole responsibility of the party incurring such expenses including their

attorney's fees. The arbitrator shall establish a date, time, and place for a hearing and shall provide reasonable notice thereof to the parties of the dispute. A hearing, which shall be closed to the public and informal, shall be held, and each party shall have the opportunity to present evidence and make argument. The arbitrator shall within thirty (30) working days following the conclusion of the hearing make a written finding of fact and a written determination of the issues in dispute based on the evidence presented. A copy thereof shall be served on each of the parties in the dispute. The decision of the arbitrator shall be final and binding upon both parties.

- 11.7 The arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement.
- 11.8 Election of Remedies: A Grievance or other claim, dispute or cause of action filed by an Employee or by the Union pursuant to the provisions of any other adjudicative procedure and not under this Agreement shall constitute an election of remedies and a waiver of the subject employee's right to further pursue their Grievance, or the Union's right to require the Employer to arbitrate the Grievance under this Agreement.

ARTICLE 12. HOURS OF WORK

- 12.1 Employees will be scheduled to work either a twenty-four (24) hour shift or a nine (9) hour shift depending on the work classification of the employee.
- 12.2 Employees whose primary responsibility (job classification) is emergency response will normally work a twenty-four (24) hour work schedule.
- 12.2.1 Employees who work a twenty-four hour shift shall use a nineteen (19) day work period for the purpose of calculating the straight time number of hours worked.
- 12.2.2 Employees who are classified to work a twenty-four hour shift shall work the following schedule:
- 12.2.2.1 Employees will be scheduled to work a three (3) platoon system identified as A, B, and C Shifts.
- 12.2.2.2 Each shift will be a standard twenty-four hour (24) shift beginning at 0800 hours and will run for twenty-four (24) consecutive hours.
- 12.2.2.3 The twenty-four (24) shift rotation shall consist of a nine (9) day cycle of twenty-four (24) hours on duty, followed by twenty-four (24) hours off duty, followed by twenty-four (24) hours on duty, followed by twenty-four (24) hours off duty,

followed by twenty-four (24) hours on duty, followed by ninety-six (96) hours off duty. The cycle shall then start over.

12.2.2.4 In order to satisfy the requirements of the Fair Labor Standards Act required work period hours, eight (8) “Kelly Shifts” will be assigned to each eligible employee.

12.2.3 The employer will assign the eight (8) additional shifts off, and will include those days in the proposed shift calendar for the next year by November 1st of the preceding year.

12.2.4 All twenty-four (24) hour shift employees whose work shift coincides with the regularly scheduled weekly training night shall participate in the scheduled training. The District Fire Chief may grant exceptions to this training attendance requirement when deemed necessary. Off duty, twenty-four (24) hour personnel are not required to attend the regularly scheduled training night. Twenty-four (24) shift personnel, when not normally scheduled to work, and with permission of the District Fire Chief, may attend regularly scheduled training nights. Work hours accumulated as the result of attending regularly scheduled weekly drill night when not on the normal work shift may be compensated in accordance with the provisions of Article 14 of this agreement.

12.3 Employees may be scheduled to work a nine (9) hour work shift. Employees who work a nine-hour work shift shall use a seven (7) day work period for the purpose of calculating the maximum number of hours worked. Employees who are scheduled to work a nine-hour shift rotation shall work a forty-five (45) hour workweek and shall normally work five consecutive workdays followed by two (2) consecutive days-off.

12.3.1 Nine (9) hour work shift employees, who have been required to work beyond forty-five (45) hours within any seven (7) day week or outside the scheduled nine (9) hour shifts, shall be compensated in accordance with Article 14 of this agreement.

12.4 The District Fire Chief may establish other shift arrangements or schedules for all or any employees when deemed necessary.

12.5 Changes in an individual work schedule shall be provided to those employee(s) affected with a minimum of ten (10) days written notice and may be changed on shorter notice in the event of emergency conditions. The term “emergency condition” shall mean a reason other than avoiding the payment of overtime.

- 12.6 No employee shall be subject to work schedule changes more frequently than sixty (60) days.
- 12.7 The shift schedule(s) shall be published by December 1 preceeding the effective year.

ARTICLE 13. HEALTH AND WELFARE INSURANCE BENEFITS

- 13.1 General – Eligibility and continued employee and dependent participation in any group insurance or other financially based benefit plan provided by the Employer shall be in accordance with the applicable Group Insurance Plan Document or Master Plan Agreement.
- 13.2 Employee Group Medical – The Employer shall provide such group medical insurance coverage, for those employees to whom it applies, as mandated by RCW 41.26, the Law Enforcement and Fire Fighter Retirement System Laws of 1969, as revised and/or amended.
- 13.3 The Employer shall pay one hundred percent (100%) of those premiums necessary to maintain coverage under the Washington Fire Commissioners’ Association (WFCA) medical benefit plan for enrolled employees during the term of this Agreement.
- 13.4 Dependent Group Medical – The Employer shall pay the specified percentage of the required premiums necessary for eligible enrolled dependents of employees covered by this Agreement in the WFCA medical benefit plan, as set out in Section 13.9 below.
- 13.5 Group Dental – The Employer shall pay one hundred percent (100%) of the premiums for eligible enrolled employees; and for their eligible dependents, shall pay the specified percentage as set out in Section 13.9 below, for coverage under the Delta Group Dental Plan during the term of this Agreement.
- 13.6 Group Vision – The Employer shall pay one hundred percent (100%) of the premiums for eligible enrolled employees; and for their eligible dependents, shall pay the specified percentage as set out in Section 13.9 below, for coverage under the WFCA plan during the term of this Agreement.
- 13.7 Group Life and Accidental Death and Dismemberment Insurance (AD&D) – The Employer shall pay one hundred percent (100%) of the premiums for eligible enrolled employees only for coverage under the Standard Insurance (Group Life) and Banker’s Life (AD&D) plan during the term of this Agreement.

- 13.8 The Employer reserves the right to change group insurance carriers at any time provided a generally comparable level of benefits is provided. In the event that a State or Federal mandated comparable group medical and/or dental program is available at a lower cost to the Employer during the term of this Agreement, the Employer shall have the right to implement such plan upon its availability.
- 13.9 For coverage of eligible dependents referenced in Section 13.4, 13.5, and 13.6 above, the Employer shall pay eighty-five percent (85%) of the applicable premium.

ARTICLE 14. CALL BACKS/OVERTIME/COMPENSATORY TIME

- 14.1 Any time an employee is required or permitted to work outside of their regular schedule, as defined in Article 12 of this Agreement, that individual shall receive compensation at the rate of one and one-half (1½) times their regular hourly rate subject to a thirty (30) minute minimum. Time shall be accumulated in half-hour increments for every half-hour or fraction thereof worked. For example: 1 to 30 minutes = 30 minutes, 31 to 60 minutes = 60 minutes etc...
- 14.2 Employees who accumulate overtime hours can, at their discretion, exchange the overtime pay for compensatory time off.
- 14.3 Employees who elect Compensatory Time (Comp Time) in lieu of overtime cash payment may accumulate compensatory time up to seventy-two (72) hours. Upon reaching an accumulation of seventy-two (72) hours, employees shall be paid in cash for any additional overtime.
- 14.3.1 Employees may use compensatory time at any time provided the Employer agrees. The Employer shall not withhold agreement when appropriate coverage is available.
- 14.3.2 All accumulated compensatory time shall be paid upon termination of employment at the then current pay scale rate.
- 14.4 For the purpose of calculating Fair Labor Standards Act (FLSA) overtime for regular hours worked, a nineteen (19) day work period shall be established for twenty-four (24) hour shift employees, and seven (7) day work period established for nine (9) hour employees.
- 14.5 Article 14 shall be identified as the “Written Agreement” as required by the Fair Labor Standards Act when addressing compensatory time.
- 14.6 The Employer will implement call back procedures that will be used whenever a full paid position covered under this agreement becomes

temporarily vacant due to illness or injury, vacation(s), educational leaves, or other vacancies created by other temporary leaves. When initiating a call back the employer will follow Policy 400.201.00 and Policy 200.202.00 and Procedure 200.202.00P of the Fire District policies and procedures manual.

- 14.6.1 Emergency Callbacks shall be initiated through the dispatch center in the event of a major incident or series of incidents, or whenever a mutual aid company is called into the District to assist with the back filling of stations or mitigating the incident(s).
- 14.6.2 The employer shall maintain a sequential record of the status of employee availability and participation history when overtime is requested or assigned.
- 14.6.3 The employer shall maintain an accounting of all activities associated with call back procedures
- 14.7 Absent orders from, or permission of, the Chief (or his/her designee), employees will not work more than forty-eight (48) consecutive hours.
- 14.8 Overtime work will be offered according to the agreed system of rotation. Should insufficient employees accept an offer of overtime, the subsequent call for overtime will be identified as "mandatory overtime" and employees shall be required to work the required overtime.
- 14.9 The employer will provide each employee with a digital pager. The employer, if unable to contact an employee by telephone, or when an emergency incident of sufficient magnitude warrants requesting employees to return to work, will attempt to contact the employee using digital paging through the dispatch agency.
 - 14.9.1 The employer agrees that, in exchange for the employee being available for call back by digital page, the employee may use the digital pager for personal paging services.

ARTICLE 15. SHIFT VACANCIES

- 15.1 A shift vacancy is one that occurs as a result of such situations as death, resignation, removal, reassignment, transfer, promotion, permanent disability, addition of new shift positions or a modification in staffing patterns.
- 15.2 Shift vacancies shall be posted for bid.
- 15.3 Posting of shift vacancies shall be in each Fire Station for a period of thirty (30) calendar days.

- 15.4 Qualified employees shall have the first opportunity to apply for and be considered when openings within the department's bargaining unit occur. When awarding a position to an applicant, both applicable testing and length of service shall be considered. When testing does not occur and when two equally qualified candidates apply seniority shall be the deciding factor.
- 15.5 Should the employer have a vacancy within the bargaining unit that is not filled from among existing unit members the Employer shall advise the Union in writing of such a vacancy and shall afford the Union an opportunity to fill the vacancy from among its members who are not employees of the Employer but, who are fully qualified and employed by another agency represented by IAFF Local 4033.
- 15.5.1 The Union shall have 30 days to provide candidates to fill the Employer's vacancy.
- 15.5.2 In the event the Union supplies candidates for the vacancy they shall have preference for hiring above that of all other applicants except for current employees of the Employer. Should a Union supplied candidate become employed by the Employer they shall be considered a "Lateral Entry" into the Department and shall have up to five (5) years of prior fire fighter experience granted to them for purposes of wages and vacation accrual.
- 15.5.3 It will be up to the Union to determine the seniority of the new employees. The determination will normally be based on the employee's most recent hire date with their previous employer, except as provided by law.
- 15.6 In the event no current employee of the Employer is qualified to fill a vacancy and the Union does not supply a qualified candidate, the Employer shall then offer the employment opportunity to qualified volunteers from among those active in the Employer's volunteer program. Granting such preference is anticipated to promote safety among fire fighters through recognition of the volunteer's "hands-on" knowledge, skills and abilities with District equipment, territory, and fire fighters. Should no qualified volunteer be available the District may recruit from any source.
- 15.7 All candidates must pass all testing and other requirements uniformly established by the Employer for the position available.

ARTICLE 16. HOLIDAYS

- 16.1 All employees covered under this agreement shall be eligible to receive the holiday benefits identified in this article immediately following their date of hire.

16.2 The Employer and the Employee agree to recognize ten (10) designated holidays each year:

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

16.3 Nine Hour Shift Employees. In addition to the holidays identified in Section 16.2, Employees who have completed one (1) year of service will also receive one floating holiday, to be defined as a nine (9) hour shift. Eligible employees must identify their "floating holiday" at the same time vacation schedules are requested and in accordance with Article 17; Section 17.2.1. The "floating holiday" will be observed annually after the first observance.

16.3.1 In the event a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. In the event the holiday falls on a Sunday, the following Monday shall be observed.

16.3.2 Qualified employees under Article 12; Section 12.3 who are required to work on an observed holiday shall be compensated at their appropriate overtime rate for the hours worked in addition to their regular monthly pay.

16.4 Twenty-four Hour Shift Employees. Employees shall be given ninety-six (96) hours granted to their vacation bank each calendar year in lieu of the holidays identified in Section 16.2 above.

16.4.1 Employees who have completed one (1) year of service will also receive an additional twenty-four (24) hours granted to their vacation bank each year.

16.5 When employees are required to work on any holiday as identified in Section 16.2, the normal work routine of the day will be adjusted to reflect "holiday routine". Holiday Routine is identified as limiting work responsibilities to emergency response, apparatus checks, and satisfying other fire district immediate needs.

ARTICLE 17. VACATION LEAVE

17.1 All full-time employees shall earn vacation allowances and shall be eligible for paid vacation time as follows:

Years of Service	24 hour employees	9 hour employees
0-1 year	0 hours	0 hours
1-to 2 years	120 hours per year	99 hours per year
3 to 5 years	168 hours per year	144 hours per year
6 to 10 years	192 hours per year	171 hours per year
11 to 15 years	240 hours per year	207 hours per year
16 to 20 years	264 hours per year	234 hours per year
21 + years	312 hours per year	270 hours per year

17.2 Vacation earned in one calendar year may not be utilized until the following calendar year and must be used in the following calendar year. The Employer may grant permission to an employee to carry over all or a portion of the earned vacation beyond the following year.

17.3 Requests for vacation must be submitted to the Employer in writing by November 15 of the year preceding the year in which the vacation is to be taken.

17.3.1 For the purpose of bidding vacation all annual vacation will be awarded to the employee on January 1 of the year in which the vacation is intended to be used.

17.3.2 All vacation schedules will be approved by the District Fire Chief.

17.3.3 Vacation requests will be selected in order of seniority.

17.3.4 Vacation requests will be allocated into “Vacation Periods” where the vacation period is defined as listed below:

17.3.4.1 Vacation Period 1 January through April

17.3.4.2 Vacation Period 2 May through August

17.3.4.3 Vacation Period 3 September through December

17.3.5 Vacation requests will be made in such a manner so that no more than one-third of the total accumulated vacation time can be requested for any one vacation period during the November vacation request.

17.3.6 No more than two employees can be on vacation on the same day.

17.3.7 After all employees have identified their initial vacation request for the year, each employee in order of seniority, will be provided one opportunity to change their vacation request, at which time, and if

there is open vacation time in a specific "Vacation Period", the employee may change their initial vacation request to reflect additional vacation in any vacation period, and thus disregard the "one-third" maximum limitation.

17.3.8 After an employee's vacation schedule has been approved, it can only be changed by mutual consent of the employee and the District Fire Chief. Any request to change an approved vacation schedule must be submitted in writing.

17.3.9 Should an employee's vacation fall on a day when the Training Division has scheduled mandatory training, the employee shall be allowed to change their vacation schedule to accommodate the schedule training.

17.3.10 In the event that an employee's work schedule or shift is changed either by the employer or the employee's request they will be allowed to re-bid their vacation shifts and other arranged leave days for the year. The re-bid vacation and arranged leave days may fall on any day where there are less than 2 employees scheduled off duty.

17.3.11 Vacation leaves shall be limited to no more than twenty-eight (28) consecutive days. Under special circumstances an employee may request, and may be granted a vacation period that exceeds the twenty-eight (28) consecutive day limitation. Such requests should be submitted to the District Fire Chief in writing prior to the approval of the annual vacation schedule. The District Fire Chief's approval for the request will be provided to the employee in writing.

17.4 The maximum allowable accumulation of unused vacation time shall not exceed one times the amount the employee accrues annually as of December 31 of any year.

17.5 The District Fire Chief will approve all vacation schedules

17.6 The employer and employee agree that vacation time is important for the health and well-being of the employee, and that it should be used annually. If an employee has unused vacation time at the end of the year, the employer may "buy back" any unused vacation with the concurrence of the effected employee and the employer.

ARTICLE 18. SICK LEAVE

18.1 All employees shall accrue sick leave at the following rate:

	Annual Accrual	Maximum Accrual
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24 hour employees	120 hours	910 hours
9 hour employees	108 hours	910 hours

- 18.2 Sick leave may be used according to District policy as follows:
- 18.2.1 Physical injury or illness to the employee
 - 18.2.2 The need to care for the employee’s spouse or dependent children under the age of eighteen (18) who are ill, or require parental care.
 - 18.2.3 Exposure to a contagious disease where on the job presence of the employee would jeopardize the health of others.
 - 18.2.4 Use of a prescription drug that impairs job performance or safety.
 - 18.2.5 Medical or dental appointments for the employee, spouse or dependent’s child, provided that the employee must make a reasonable effort to schedule such appointments at times which have the least interference with the work day.
- 18.3 Sick leave can also be used to “top up” workers compensation.
- 18.4 The Employer shall be responsible for finding coverage for ill or incapacitated employees.
- 18.5 The employer shall refer to Article 14 for this agreement and use the procedures outlined in Policy 400.201.00 and 400.202.00 and Procedure 400.202.00P when finding coverage for ill or incapacitated employees.
- 18.6 Employees may accrue sick leave according to this article to a maximum of nine hundred ten (910) hours.
- 18.7 Upon retirement an employee shall receive a one time buy back of thirty percent (30%) of the accrued and unused sick leave as a one time buy back at the straight pay rate based upon the then current pay rate. The one time payment shall be made to the Washington State Council of Firefighters Employee Benefit Trust no later than thirty (30) days after the employee’s final day of employment.

ARTICLE 19. SHARED LEAVES

- 19.1 Union Members shall participate in the District’s “Donated Leave Program” as provided in PPG 46 with the understanding that accrued comp time may also be transferred.
- 19.2 Individual donations shall be strictly voluntary.

ARTICLE 20. MILITARY LEAVE

- 20.1 Employees enlisting or entering the military or naval service of the United States, pursuant to the provisions of the Uniformed Services Employment and Re-Employment Rights Act (USERRA), as amended, shall be granted all rights and privileges provided by the Act. Employees shall be granted up to 15 days of paid military leave according to State Law.

ARTICLE 21. COURT APPEARANCES

- 21.1 The Employer agrees to pay employees for the period of time, including driving time from Camano Island or home whichever is less for which they are required to appear before a court, judge, justice, magistrate, attorney, or other function of the court as a plaintiff, defendant, or witness as a result of an incident that occurred during the performance of their duties. If said time period falls during the employee's normal work period, the employee shall be compensated as if they had worked these hours. This section shall not apply if the employee has a financial interest in the matter.

ARTICLE 22. JURY DUTY

- 22.1 The District shall grant paid leave to employees for the workdays they are required to serve on a jury. Any compensation received by an employee for jury duty performed on a workday is to be reimbursed to the District. On any day that the employee is released from jury duty and four or more hours of the employee's scheduled workday remain, the employee is to immediately inform their supervisor and report to work if requested to do so.

ARTICLE 23. BEREAVEMENT LEAVE

- 23.1 An employee shall be allowed forty-eight (48) hours off with pay in the event of death in the immediate family which shall be limited to spouse, child, spouse's child, brother, sister, grandmother, grandfather, grandchildren or parent, foster parent, stepmother, stepfather, cousin, aunt, or uncle of either the employee or spouse.
- 23.2 Should the employee be required to travel more than 500 miles from their home to attend the funeral services, an additional twenty-four (24) hours of bereavement leave shall be granted. This provision only applies to those employees who work a twenty-four hour shift.
- 23.3 Employees may use other types of paid leave for additional time off for bereavement.

ARTICLE 24. EDUCATIONAL BENEFITS

- 24.1 The District encourages its employees to participate in job related college degree programs. Participation in such degree programs and reimbursement must be approved by the District Fire Chief in advance and employees shall take these courses on their own time.
- 24.1.1 Upon satisfactory completion of each class, in an Employer approved field of study, the Employer shall reimburse the employee the cost of tuition and books, and other directly related educational cost associated with these classes.
- 24.1.2 Employees are also entitled to reimbursement for up to fifteen (15) credits as general degree requirements or electives during the course of their career.
- 24.1.3 For the purposes of this Article successful completion shall be defined as receiving a "C" or 2.0 or better grade in the class, or "pass" in any pass/fail classes. The employee must provide written documentation of both their expenses and their grades in order to receive reimbursement from the Employer.
- 24.2 Employer approved fields of study shall be courses in the following areas; Fire Command Administration; Fire Science; Fire Science Administration; or Public Administration. With prior approval of the Employer other job related degrees may be approved.
- 24.3 Course materials purchased by the District shall remain the property of the District.

ARTICLE 25. PERSONAL LEAVES OF ABSENCES

- 25.1 A leave of absence, without pay or benefits, may be granted to an employee for a period of three (3) months in any year. Periods in excess of three (3) months may be granted on a case by case basis depending on individual circumstances. Such requests shall be submitted in writing, at least thirty (30) days in advance of the projected leave, when possible, and shall be approved or denied at the sole discretion of the Employer.

ARTICLE 26. SENIORITY

- 26.1 Seniority- An Employee's seniority shall be defined as that period from the Employee's most recent first day of full-time compensated work with the Employer.
- 26.2 Probation Period- New employees shall be subject to a one (1) year probation period. During this period, such employee shall be evaluated on a quarterly basis or as needed as determined by the Fire Chief or designee, from the

employee's anniversary date for the first year of employment by the Employer and may be terminated at the sole discretion of the Employer. Evaluations will occur annually after the first year of employment on the employee's anniversary date.

- 26.3 Employees with the same date of hire shall be assigned a seniority order, based on the individual's total score from the entire testing process of the employer. The higher the total score, the higher the seniority ranking. All testing documents shall be placed in the employee's personnel file.
- 26.4 During the period that any employee is on an authorized leave of absence or laid off for less than one (1) year, seniority shall accrue. If an employee is laid off beyond one (1) year, seniority shall not accrue.
- 26.5 A seniority list shall be maintained by the Employer and shall be brought up to date prior to January 31st of each year. This list shall be forwarded to the President of the Union. The list shall show date of hire and date promoted, if any. Disputes to the seniority list shall be subject to the grievance procedure.
- 26.6 Seniority shall be lost upon termination from the employer or a lay off in excess of five (5) years.

ARTICLE 27. PERSONNEL REDUCTION

- 27.1 In the event it becomes necessary, reductions in force shall be determined by the Employer by classification.
- 27.2 Layoff shall be conducted by seniority within classification; the employee with the least time in classification shall be laid off first.
- 27.3 A laid off employee may bump the least senior employee in a lower paid classification within the bargaining unit provided the senior employee has the skills and abilities required of the classification.
- 27.4 Except for an emergency, affected employees, the Union and all employees subject to possible bumping shall be notified no less than ninety (90) days in advance of any personnel reduction. The employee shall notify the Chief or the Chief's designee in writing within five (5) working days of the employee's intent to exercise the right to bump an employee in a lower class.
- 27.5 An employee shall have recall rights to their same classification, or a classification for which the employee has the skills and abilities required of the classification or job, within five (5) years of the date of layoff. Recall shall be in reverse order of layoff. Employees must be able to meet the employer's physical and retraining requirements as stated in Camano Island Fire and Rescue PPG 16, within the first year of recall.

- 27.6 Laid off employees shall maintain a current address with the Employer for purposes of recall notification. Failure of receipt of notification due to failure to maintain a current address with the Employer shall release the Employer from its obligation to recall the employee. Such failure shall be evidenced by failure to respond to the letter of notice, to be sent by certified mail, return receipt requested, within ten (10) working days of first notice by the Post Office.
- 27.7 An employee who resigns, retires, is dismissed or laid off is eligible and shall be compensated for all of their accumulated overtime, compensatory, and vacation time at their current rate of pay.

ARTICLE 28. LEGAL PROTECTION

- 28.1 The employer agrees to compensate an employee in respect of any claim made against such employee resulting from the performance of such employee's duty, except where it is established that such action arose out of a willful and wanton dereliction of duty by the employee. In the event that such proceedings result in any judgment or monetary award against the employee, the Employer will compensate such employee in respect of payment made pursuant to such judgment or monetary award, and such compensation shall include the assumption of the costs of any legal proceedings incurred by any employee resulting from the performance of such duties.
- 28.2 In the event that the employer shall provide such protection to the employee by the purchase of a policy or liability insurance, it is agreed that compensation shall be restricted to the liability provided by such policy of insurance. The Union shall be advised annually of the amount of liability insurance so provided by the policy.

ARTICLE 29. PREVAILING RIGHTS

- 29.1 The Union and District acknowledge the applicability of the Department's published Policies and Procedures as contained in Employee Handbooks or Policy/Procedure Books/Manuals. Where this Agreement provides for conditions superior to what is contained in Department documents, this Agreement shall apply. The manual in effect the date the Agreement is executed shall apply.

ARTICLE 30. REPRESENTATION

- 30.1 The Union may have a member present at the regularly scheduled Department Officers', Staff, and Commissioners' meetings excluding executive sessions which are not part of this agreements grievance procedure.

ARTICLE 31. LIGHT DUTY

- 31.1 An employee who is injured and is subsequently unable to perform their normal duties may be assigned to light duty upon examination of the employee's own physician. The Employer reserves the right, at its own expense, to have the employee examined by an Employer-appointed physician. A person's salary while on light duty shall be at the employee's straight-time rate of pay.
- 31.2 This position shall not affect the minimum staffing requirements of the Department, as determined by the Fire Chief or designee. The employee shall be assigned non-combat duty in such areas as; Fire Prevention, Training, or as determined by the Chief or designee. Light duty work shall be performed on a five (5) day, nine (9) hours per day schedule, during normal administrative hours.
- 31.3 Subject to a medical release, an employee who is injured on the job shall be granted light duty for the duration of the disability or shall be able to "make up" the difference between the amount received from Labor and Industries time loss payments and their regular straight-time pay through the use of sick leave or other accrued paid leave time. Should an employee exhaust all accrued paid leave time and remain unable to return to their position the Employer shall, unless light duty is offered, pay the employee the difference in compensation for the duration of the on-the-job disability or until it is established that the employee will not be returning to fire fighting for the Employer.
- 31.3.1 The Employer's obligation to provide a light duty assignment, or pay the Employee the difference in compensation, shall cease only after a physician has determined that the employee will not be able to return to duty.
- 31.3.2 If a physician does determine that the employee will not be able to return to full active status the employee may be laid off, or be retained by the District to perform in an administrative or maintenance position within the department.
- 31.3.3 Should the employee return to duty having exhausted their sick leave, they shall be granted a "special sick leave bank" of 80 hours, which shall be available for any illness or injury suffered by the employee until their regular sick leave accrual returns to an 80 hour balance according to the provisions of the agreement.

ARTICLE 32. PROMOTIONS

- 32.1 Promotional testing shall be in accordance with the Camano Island Fire and Rescue promotional testing guidelines and procedures set forth in Department Policy PPG #22 and §32 of the “Line Staff Handbook”.
- 32.2 Announcements for promotional examinations shall be posted in each Fire Station at least ninety (90) calendar days prior to scheduled test date.
- 32.3 A bibliography of text and reference material that could be used for study purposes relating to the written examination shall be available to the candidates ninety (90) calendar days prior to examination date.
- 32.4 The period of eligibility for the promotional list shall be for one (1) year. The list may be extended for up to six (6) calendar months by action of the District Fire Chief.
- 32.5 All fire officers covered under this agreement must serve a six (6) month probationary period. During the probationary status the bargaining unit officer will receive an evaluation just prior to the 3rd and 6th month of probation.
 - 32.5.1 Should an employee fail to complete their six (6) month probation they shall return back to their previously held position.
- 32.6 A minimum of two (2) years of continuous service as a regular full-time uniformed employee of Camano Island Fire and Rescue is required to apply, obtain and otherwise qualify for any bargaining unit promotion.

ARTICLE 33. CERTIFICATIONS AND TRAINING

- 33.1 This article refers to all certification and continued education, required by the Employer, to maintain all levels required training/certifications. The employer shall provide adequate training for all duties that employees are required to perform.
- 33.2 Required training shall be paid time. Required training shall be determined at the discretion of the Employer.
 - 33.2.1 Required training shall be approved by the District Training Officer or designee. The District agrees to pay the cost(s) of the required training, including transportation, books, tuition, and instructor fees. If the required training is located more than sixty (60) miles from the District, the District agrees to pay for lodging.
- 33.3 Voluntary training shall not be compensated. Voluntary training is training requested by the employee, not required by the employer.

- 33.3.1 Voluntary training shall be approved by the District Training Officer or designee. The District agrees to pay the cost(s) of the voluntary training, including transportation, books, tuition, and instructor fees. If the voluntary training is located more than (60) miles from the District, the District agrees to pay for lodging.
- 33.3.2 Any approved training that was not identified in the budget planning process as required training will be considered voluntary training
- 33.4 Should the Employer choose to add Advanced Life Support services to the District's capabilities, current employees may be given the opportunity to attend Paramedic training and receive their certification. The decision to send current employees to Paramedic training will be based on the recommendation or requirements of the Medical Program Director.
- 33.5 The District agrees to pay the cost(s) of all EMT or Paramedic certification training and re-certification classes, including transportation, books, tuition, instructor and test fees. If the training is located more than sixty (60) miles from the District, the District agrees to pay for lodging.
- 33.6 Employees attending EMT/Paramedic training shall receive their normal rate of pay during their initial EMT/Paramedic training. The employees hours may be altered to meet the schedule of the classes the employee is attending to reduce potential overtime costs to the District.
- 33.7 Employees having difficulty with certifying or recertifying shall be given counseling, additional on-duty study time, and any reasonable support needed by the employee to certify and maintain certification.
- 33.8 Employees who fail to certify or re-certify once (1), shall retake the course and examination as soon as the same course is offered again, on their own time with all costs for the course being paid for by the Employee, including transportation, books, tuition, instructor, and test fees, and lodging.
- 33.9 Any employee failing to certify after completing the above procedure may be terminated by the Board of Commissioners or designee.
- 33.10 Employees who elect to attend initial Paramedic certification training at the District's cost will be required to serve as a Firefighter Paramedic for a minimum period of five (5) years from the date of appointment.
- 33.10.1 The following exceptions to the requirements set forth in will be allowed:

33.10.1.1 Firefighter Paramedics may promote to an Officer rank after completing a four (4) year tour of duty as a Paramedic with Camano Island Fire and Rescue.

33.10.1.2 Eligible Firefighter Paramedics may promote to an officer rank before the four (4) year time frame, however, they shall reimburse the District towards their original Paramedic training costs. Reimbursement will be calculated at the rate of twenty-five (25%) percent per year of uncompleted Paramedic service time. No interest shall be applied to the amount being repaid. Reimbursement shall be made through payroll deduction on a pro-rated monthly basis until fully paid.

33.10.1.3 Firefighter Paramedics that leave employment with Camano Island Fire and Rescue prior to five (5) years service as a Firefighter Paramedic shall reimburse the District all costs incurred by the District towards their original Paramedic certification training, not to include employee wages. Reimbursement will be calculated at a rate of twenty (20%) percent per year of uncompleted Paramedic service time. No interest shall be applied to the amount being repaid. Reimbursement shall be made from the employee's final paycheck.

33.10.1.4 Firefighter Paramedics that are forced to leave employment with Camano Island Fire and Rescue prior to five (5) years of service as a Firefighter Paramedic due to termination, reduction of force, injury, or death will not be required to reimburse the District for the costs of their Paramedic training.

ARTICLE 34. UNIFORM AND CLOTHING

34.1 The Employer shall provide each employee covered by this agreement, uniform attire in a style and color that has been approved by the employer. The employer shall provide the following:

34.1.1 Duty Uniform which shall include:

34.1.1.1 Sufficient number of work uniforms

34.1.1.2 Seven (7) Tee shirts

34.1.1.3 One (1) pair of uniform work boots

34.1.1.4 One uniform jacket with winter weight liner

34.1.1.5 One "Job Shirt"

34.1.1.6 One jump suit

34.1.1.7 One belt

- 34.1.1.8 One shirt badge and one coat badge of appropriate rank
- 34.1.2 Physical Training Clothing:
 - 34.1.2.1 One pair of sweat pants
 - 34.1.2.2 Two pair of gym shorts
- 34.1.3 Class A uniform (provided after successful completion of probationary period)
 - 34.1.3.1 One Class A coat with appropriate service markings and patches
 - 34.1.3.2 One pair of Class A style black pants
 - 34.1.3.3 One white dress shirt
 - 34.1.3.4 One Class A hat with appropriate badge
 - 34.1.3.5 One dress belt
 - 34.1.3.6 One black tie
 - 34.1.3.7 One pair black dress shoes
- 34.2 The Employer shall provide a cleaning, drying, and storage facility compliant with WAC 296-305-02001 Paragraph 4.
- 34.3 All uniform attire that is identified as “station uniform apparel” shall meet or exceed the requirements of Chapter 296-305-02001 paragraph: a through f.
- 34.4 The employer will replace or repair at the District’s cost any uniforms that are damaged or destroyed through normal working conditions.
- 34.5 All uniform attire and/or equipment issued to the employee shall remain the property of the employer.
- 34.6 The employee will replace or repair as necessary at the employee’s expense any employer provided clothing or uniform item that is damaged or destroyed through employee negligence.

ARTICLE 35. PERSONNEL FILE MANAGEMENT

- 35.1 Subject to state and federal law, the Employer agrees that the contents of the employees’ personnel file shall be kept confidential and shall restrict the use of any information contained in the file to internal use in the district, unless otherwise agreed to by the employee or required by law.
- 35.2 Employees shall be allowed to view, in its entirety, their personnel files by appointment with the Employer at a mutually convenient time. The employee shall also be allowed to copy, in whole or in part, any information contained in their file on an annual basis.

- 35.3 An Employee shall have the right to allow members of the Union executive board, or their designee, to view their file on their behalf. The Employee shall be required to submit a written release form to the person responsible for maintaining personnel files.
- 35.4 Nothing contained in this article shall restrict employees the right to use the grievance process, or the Union's statutory right to receive information necessary and relevant to its collective bargaining responsibilities and duties, after giving notice to affected employees.
- 35.5 Employees shall be allowed to submit into their file comments or information in their personnel file that reasonably rebut or clarify information contained therein relating to reprimands, demotion, discipline or investigations.
- 35.6 Documentation of disciplinary action or information collected as a result of disciplinary action shall be removed after the following periods of time: verbal warnings 6 months, written warnings 12 months, suspensions 36 months.
- 35.7 The Employee may submit a request to the person responsible for maintaining files that there is information in their file to be pulled. After receiving their request, the originals and any copies of all information related to the event or occurrence or activity, including the request to pull, shall be pulled from the employee's file and returned to the employee in its entirety within ten (10) working days of the Employer's receipt of the request.

ARTICLE 36. LABOR RELATIONS MEETINGS

- 36.1 In order to promote the free and unobstructed exchange of concepts, concerns, possible change and ideas the Union and the Employer agree to the following ground rules for declared/scheduled Labor Relations Meetings.
- 36.2 The meeting is for the frank and candid discussion of issues with the purpose of problem resolution, not confrontation. All discussions are off the record and are not to be used by either party as evidence supporting any past, current or future dispute. The intent is that evidence is not admissible as provided in Evidence Rule 410.
- 36.3 Agreements or accommodations made in this process are not binding, do not modify this Agreement, and do not establish a precedent or past practice.
- 36.4 Upon written request from either party, which shall include an agenda of issues, the parties shall schedule a timely meeting that will be attended by at least one Fire District #1 Commissioner who shall be designated by the Chairman, and by the Union President, or their designee.

ARTICLE 37. SHIFT TRADES

- 37.1 Employees shall have the right to exchange work shifts and/or “Kelly Days” with other employees provided the exchange does not violate the provisions of the Fair Labor Standards Act, and does not interfere with operations of the employer.
- 37.2 A shift exchange shall not cause any increase in operating cost to the employer such as additional overtime.
- 37.3 The employer shall keep record of such trades for exposure and liability reasons, but shall not be required to revise hours of work to reflect the substitutions.
- 37.4 The exchange of a work shift(s) can only occur within the work classification.
- 37.5 Employees shall not exchange shifts where such an exchange will cause the employee to work more than 48 consecutive hours.

ARTICLE 38. WORKING OUT OF CLASSIFICATION

- 38.1 An employee covered by this agreement who is required to accept on an interim basis the duties and responsibilities of a work classification that is higher than their normal classification, shall be compensated at the base rate for the classification worked as defined below.
 - 38.1.1 An employee who works in a higher work classification during their assigned work shift shall be compensated Probationary rate of pay for that position for the duration of the assignment. This shall not apply unless the position needs to be filled for a time greater than four (4) hours.
 - 38.1.2 An employee who is assigned to work in a classification that is lower than their normal work classification shall be compensated at their normal work classification rate.
- 38.2 The employer shall assign employees to work out of classification as follows:
 - 38.2.1 Interim vacancies shall be assigned off a promotional list for that work classification, if such a list exists at the time the vacancy is created. The vacancy shall be offered in the order of the highest test score to the available on-shift Employee who is on the list. In the event there is no available on-shift employee on the promotional list, the vacancy shall be filled using the Department overtime list by assignment of the next qualified individual.

38.2.2 When a promotional list for the vacant work classification does not exist, the most senior, qualified firefighter will be assigned to fill the interim vacancy.

38.2.3 Long-term vacancies, lasting more than two (2) months up to twelve (12) months, shall be assigned off a promotional list for that work classification if such a list exists at the time the vacancy is created. The number one firefighter on such a promotional list will be assigned the higher work classification.

38.2.4 When a promotional list for the vacant work classification does not exist, the most senior, qualified firefighter will be assigned to fill the long-term interim vacancy.

38.2.5 Vacancies lasting longer than twelve months shall be considered permanent vacancies and will be filled in accordance with Article 15 of this agreement.

ARTICLE 39. DEFERRED COMPENSATION PROGRAM

39.1 Employees shall be eligible to participate in a Deferred Compensation Program as an alternative to participating in Social Security. Enrollment and continued participation shall be in accordance with this Article.

39.2 Conditions for participation in the Program shall include, but not be limited to the following:

39.2.1 The Employer agrees to contribute two (2%) percent of the employee's gross monthly wage to a designated Deferred Compensation Program.

39.2.2 The Employer will also contribute up to an additional three (3%) percent of the employee's gross monthly wage to the designated Deferred Compensation Program provided the employee matches the three (3%) percent contribution.

39.2.3 The amount of the employer's contribution shall be based on the employee's gross base wage. The gross base wage includes base salary, overtime, educational incentives, and promotional or out of classification adjustments.

39.2.4 Employees may choose to increase their portion of the contribution should they choose to defer the maximum allowable by law. However, the Employer is only required to contribute up to a maximum of five (5%) percent monthly, two (2%) fixed and three (3%) matching.

ARTICLE 40. WELLNESS AND PHYSICAL FITNESS

- 40.1 Should the District implement a physical fitness program, it will be specifically designed for each employee to obtain a level of fitness consistent with the duties they may be called to perform. The physical fitness program shall be a positive program and not putative in design; allow for age and position in the Department, allow for on duty time participation utilizing facilities provided for and maintained by the Employer providing for rehabilitation and remedial support for those in need, and be reasonable and equitable to all participants.

- 40.2 Employees will be allowed at a minimum one (1) hour per shift for the purposes of physical fitness. Physical Fitness activities shall be deemed as high priority with the exception of emergency response and operational readiness.

ARTICLE 41. DURATION

- 41.1 This agreement shall be effective as of the 1st day of January, 2004, and shall remain in full force and effect until the 31st day of December, 2006. It shall automatically be renewed from year to year thereafter, unless either party shall have notified the other in writing, at least 90 days prior to the anniversary date that it desires to modify the agreement.

Executed this 22nd day of December, 2003.

Camano Island Fire Fighters
Local #4033, I.A.F.F

Island County Fire Protection District No. 1
Camano Island Fire and Rescue

By: _____
President Jason Allen

By: _____
Chairman of the Board of Commissioners
Steve Lich

APPENDIX A – WAGES

A.1 Wages

Nine (9) Hour Employees:

	Entry	2nd year	3rd year	4th year	5th year	Paramedic	Lieutenant	Captain
	80%	85%	90%	95%	100%	108%	111%	115%
2004	\$ 3455.00	\$ 3671.00	\$ 3887.00	\$ 4103.00	\$ 4319.00	\$ 4664.00	\$ 4794.00	\$ 4985.00
2005	\$ 3559.00	\$ 3781.00	\$ 4004.00	\$ 4226.00	\$ 4449.00	\$ 4804.00	\$ 4974.00	\$ 5116.00
2006	\$ 3666.00	\$ 3895.00	\$ 4124.00	\$ 4353.00	\$ 4582.00	\$ 4949.00	\$ 5086.00	\$ 5269.00

Twenty Four (24) Hour Employees:

	Entry	2nd year	3rd year	4th year	5th year	Paramedic	Lieutenant	Captain
	80%	85%	90%	95%	100%	108%	111%	115%
2004	\$ 3743.00	\$ 3977.00	\$ 4210.00	\$ 4444.00	\$ 4679.00	\$ 5053.00	\$ 5193.00	\$ 5380.00
2005	\$ 3855.00	\$ 4096.00	\$ 4337.00	\$ 4578.00	\$ 4819.00	\$ 5204.00	\$ 5349.00	\$ 5541.00
2006	\$ 3971.00	\$ 4219.00	\$ 4467.00	\$ 4715.00	\$ 4963.00	\$ 5360.00	\$ 5509.00	\$ 5708.00

A.2 The wage table in this Appendix A and overtime provisions of this Agreement take into account all duties and responsibilities assigned to each employee for their respective classification. These duties and responsibilities are contemplated as being included in the wage and overtime provisions of this Agreement.

A.3 The Employer agrees to the following longevity pay, which shall be added to the monthly salary and wages of each employee. Longevity shall be based on the employee’s date of hire on full time status.

Years of Service	Percent of base salary
7	2.5%
10	5%
15	7.5%
20+	11%

A.4 Firefighters serving out of class and serving as a Shift Lieutenant will be compensated at their base pay rate (current step) plus 100% of the 11% premium of the 5th year firefighter rate.

A.5 Firefighters serving out of class and serving as Shift Captain will be compensated at their base rate (current step) plus 100% of the 15% premium of the 5th year firefighter rate.

A.6 The Employer agrees to deduct monthly from the net pay of all employees such amounts needed to pay for Plans A (STD) and B (LTD) Disability Income plans sponsored by the Washington State Council of Firefighters. In the event the cost of such coverage should substantially change during the life of this agreement the parties will meet to discuss the impact on employees within the spirit of the agreement resulting in this section.

LETTER OF UNDERSTANDING – I

In Re: Discussions during negotiations – Uniforms

During the course of negotiations the parties had several lengthy discussions on the matter of uniforms and replacement of damaged or destroyed uniform articles. It was agreed that the reference that the Employer would develop a policy that would provide for the replacement of damaged or destroyed uniform pieces in an efficient and timely manner. It was also agreed that such a policy take into account an annual budget for such items and a process whereby the item being replaced is exchanged for a replacement item...

Camano Island Fire Fighters
Local #4033, I.A.F.F

Island County Fire Protection District No. 1
Camano Island Fire and Rescue

By: _____
President Jason Allen

By: _____
Chairman of the Board of Commissioners
Steve Lich

LETTER OF UNDERSTANDING – II

In Re: Discussions during negotiations – Shift Lieutenants

During the course of negotiations the parties had several lengthy discussions on the matter of adding the position of Shift Lieutenant to the current bargaining unit positions. As a result of these discussions both parties have agreed that should the District add the position of Lieutenant the current rate for Shift Captain of 111% of 5th Year Firefighter will become the premium for Lieutenant and the Shift Captain’s premium will be increased to 115% of 5th Year Firefighter. Until such time as Lieutenants are added the premium for the position of Shift Captain will remain at 111% of 5th Year Firefighter.

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LETTER OF UNDERSTANDING – III

In Re: Discussions during negotiations – Social Security

During the course of negotiations the parties had several lengthy discussions on the matter of Social Security and Deferred Compensation. The parties have agreed to the language contained in this agreement as Article 39 with the following understanding, the commitment to contribute towards a Deferred Compensation Plan is entirely dependant upon the employees voting to opt out of Social Security, therein ceasing the District’s responsibility to make payments to the Social Security Administration on behalf of the employees. Furthermore the parties agree that fifty (50%) percent of the District’s “refund” received for previous payments made to the Social Security Administration will be distributed to the employee, and the one hundred (100%) percent of the employee’s “refund” received for previous payments to the Social Security Administration will remain the employee’s. Should current laws change, where Employer and Employee contributions to Social Security become mandatory, the provisions of Article 39 shall become null and void. Finally both parties have discussed and agreed not to bargain the issue of Deferred Compensation on the successor agreement, therein continuing the percentage of contribution and requirements set within Article 39 of this agreement through the successor agreement. The parties also agree not to use the Deferred Compensation contribution as part of the “economic package” during the successor agreement’s negotiations or any resulting mediation or arbitration.

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