Q 2 R

Jefferson County Fire Protection District No. 2

Commissioner Art Frank Commissioner Melody Bacchus
Board Chair Commissioner Marcia Kelbon
P.O. Box 433, Quilcene, WA 98376 = 360-765-3333

MINUTES of the SPECIAL MEETING of the BOARD OF FIRE COMMISSIONERS called to consider COLLECTIVE BARGAINING AGREEMENT BETWEEN THE DISTRICT AND IAFF LOCAL 2032 held at BOB WILSON STATION 21 in QUILCENE, WA on DECEMBER 2, 2024 at 4:00 p.m.

ATTENDANCE:

Commissioner/Chair Frank Lt. Winn

Commissioner Bacchus FF/EMT Torres (virtual)
Commissioner Kelbon FF/EMT Svetich (virtual)
Secretary Rewitzer Volunteer Grooms
Chief McKern Alex Morris (virtual)

CALL TO ORDER:

Commissioner Frank called the meeting to order at 4:00 p.m.

PLEDGE OF ALLEGIANCE:

The pledge was recited spontaneously.

PUBLIC COMMENTS:

No comments received.

BUSINESS:

Commissioners considered the proposed collective bargaining agreement between the District and IAFF Local 2032 that met final acceptance of the negotiating team. Commissioner Bacchus requested a closed session to review the proposal.

CLOSED SESSION:

Commissioner Frank called for the meeting to be closed to the public for 15 minutes at 4:02 p.m. per RCW 42.30.140(4)(b) to review proposals made in negotiations and plan or adopt the strategy or position to be taken during collective bargaining proceedings. The regular meeting was called back to order at 4:17 p.m.

BUSINESS, cont.:

Commissioner Frank moved, Commissioner Kelbon seconded, to approve the proposed collective bargaining agreement between the District and IAFF Local 2032. There was no discussion. Upon voice vote, the motion was carried with Commissioner Bacchus abstaining.

PUBLIC COMMENTS:

No comments received.

ADJOURNMENT:

The meeting adjourned at 4:20 p.m.

ATTACHMENTS:

Contracts: 2025-2027 Collective Bargaining Agreement

APPROVED this 16 th day of December, 2024 by the Board of Fire Commissioners of Jefferson County Fire Protection District No. 2, then signed by those members present at the meeting:	
E	BOARD OF FIRE COMMISSIONERS
, , , , , , , , , , , , , , , , , , ,	EFFERSON CO. FIRE PROTECTION DIST. #2
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A	ART FRANK, Commissioner/Chair
	melody Buches
ATTEST:	MELODY BACCHUS, Commissioner
Robt Renitza	

MARCIA KELBON, Commissioner

ROBERT REWITZER, District Secretary

JEFFERSON COUNTY FIRE PROTECTION DISTRICT NO. 2 QUILCENE FIRE RESCUE



JEFFERSON COUNTY PROFESSIONAL FIREFIGHTERS LOCAL 2032 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF)



EMPLOYMENT CONTRACT

2025 • 2026 • 2027

Contents

PREAMBLE	4
ARTICLE 1 – RECOGNITION	5
ARTICLE 2 – UNION MEMBERSHIP AND DUES	6
ARTICLE 3 – UNION BUSINESS	7
ARTICLE 4 – WORK STOPPAGE	8
ARTICLE 5 – NON-DISCRIMINATION	9
ARTICLE 6 – MANAGEMENT RIGHTS	10
ARTICLE 7 – SENIORITY DEFINED	11
ARTICLE 8 – REDUCTION IN FORCE	12
ARTICLE 9 – PROBATIONARY PERIOD	13
ARTICLE 10 – DISCIPLINE AND DISCHARGE	14
ARTICLE 11 – GRIEVANCE PROCEDURE	16
ARTICLE 12 – POLICIES, PROCEDURES, RULES, AND REGULATIONS	18
ARTICLE 13 – BASIC RATE OF PAY	19
ARTICLE 14 – OVERTIME, CALLBACK AND COMPENSATORY TIME	20
ARTICLE 15 –SALARIES, DEFERRED COMPENSATION	21
ARTICLE 16 – WORKING OUT OF CLASSIFICATION	22
ARTICLE 17 – DUTY OFFICER	23
ARTICLE 18 – HOURS OF WORK	24
ARTICLE 19 – SICK LEAVE	25
ARTICLE 20 – MILITARY LEAVE	27
ARTICLE 21 – JURY SERVICE AND COURT APPEARANCE	28
ARTICLE 22 – BEREAVEMENT LEAVE	29
ARTICLE 23 – LEAVE OF ABSENCE	30
ARTICLE 24 – VACATION	31
ARTICLE 25 – HOLIDAYS	32
ARTICLE 26 – SHIFT TRADES	33
ARTICLE 27 – INSURANCE	34
ARTICLE 28 – WASHINGTON PAID FAMILY & MEDICAL LEAVE ACT	35
ARTICLE 29 – SALARY PROTECTION FOR EMPLOYEES COVERED BY LEOFF	36

ARTICLE 30 – HRA/VEBA	37
ARTICLE 31 – UNIFORMS & PROTECTIVE CLOTHING	38
ARTICLE 32 – EDUCATION & TRAINING	40
ARTICLE 33 – MODIFIED DUTY	41
ARTICLE 34 – SAVINGS CLAUSE	42
ARTICLE 35 – SUCCESSORS	43
ARTICLE 36 – DURATION	44
SIGNATURE PAGE	45
APPENDIX – A – SALARY SCHEDLILE AND PAY PLAN	46

PREAMBLE

This Agreement is between Jefferson County Fire Protection District No. 2 ("Employer") and East Jefferson Professional Firefighters Local 2032, International Association of Fire Fighters ("Union"). The Employer and the Union are collectively called "Parties" (or "Party" in the singular form).

Parties agree that the primary purpose of the agreement is efficient and uninterrupted performance of Employer functions. Parties agree that additional purposes include the establishment of fair and reasonable compensation and working conditions and fostering effective cooperation between the Employer and its Employees.

Parties are to regard themselves as public servants and are to be governed by the highest ideals of honor and integrity in all their public conduct in order that they may merit the respect and confidence of the public.

ARTICLE 1 - RECOGNITION

SECTION 1. The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for the bargaining unit consisting of full time, uniformed, and shift working Employees in the following job classifications:

- Career Fire Fighter/EMT
- Career Fire Fighter/Paramedic
- Career Lieutenant
- Career Captain

SECTION 2. Specifically excluded from this Agreement are the Fire Chief, Deputy Fire Chief, Administrative Assistant, District Secretary, and any other Employees or Volunteers not described in Section 1 of this Article.

SECTION 3. If the Employer and the Union cannot mutually agree if a classification or position should be included within this bargaining unit, either party may request clarification from the Washington State Public Employment Relations Commission (PERC).

SECTION 4. Hereinafter, wherever the words "Employees" or "Employee" appear in this Agreement, the words are meant to apply only to persons employed in the bargaining unit. Employees who join the Union are called "Members" (or "Member" in the singular form). For purposes of this Agreement the terms "Employee" and "Member" are not synonymous and must not be confused, conflated, or used interchangeably.

ARTICLE 2 – UNION MEMBERSHIP AND DUES

SECTION 1. The parties agree that new employees will be given up to 6 hours of union education in their first 14 days. Attending the meeting will not be mandatory for the Employee.

SECTION 2. The parties agree that it is not a condition of employment to be a member of the Union based upon the SCOTUS ruling Janus v. AFSME in 2018. However, in order to preserve solidarity, employee benefits, and job security, the Union encourages all eligible employees to become a Union member and remain a Union member in good standing. The Union believes that union membership is a means to ensure the acquisition and maintenance of excellent benefits and job security. The Employer, while having to remain neutral, in regards to membership, recognizes the Union as the sole bargaining unit representative relative to wages, hours, and working conditions for all firefighters and officers as enumerated in RCW 41.56. Employees desiring to become a member of the Union shall advise the Employer with an "OPT-IN" form provided by the Union that authorizes the withholding of regular Union dues.

SECTION 3. The Employer shall deduct once each month dues and assessments from those Employees who have individually requested in writing via the "OPT-IN" form that such deductions be made. The total amount of deductions shall be remitted by the Employer to the Union Treasurer.

SECTION 4. The Union agrees to indemnify and hold harmless the Employer from any and all actions taken by the Employer pursuant to this Article.

ARTICLE 3 – UNION BUSINESS

SECTION 1. The Union shall provide written notice to the Employer of the name(s) of the Member(s) authorized to represent the Union ("Union Representative").

SECTION 2. The Employer shall provide space for the use of a Union bulletin board in a mutually agreed location in the Employer's facility. Postings shall be limited to Union business.

SECTION 3. Union Representatives shall be permitted to visit work locations of Employees covered by this Agreement at any reasonable time for the purpose of administering this Agreement or investigating possible grievances. Such visitations shall not interfere with normal operations of the Employer. The Union shall notify the Employer as soon as practical, prior to such activity, of the time, duration and place.

SECTION 4. The Union shall be allowed to hold regular and special meetings on the Employer's property as long as such meetings do not result in interference with the operations of the Employer. The Union shall submit a request to the Fire Chief or an authorized designee a minimum of thirty (30) days in advance stating the date and time of a regular meeting. Additional special meetings may be permitted on Employer property based upon availability and approval of the Fire Chief or an authorized designee. Such request shall be made at least forty-eight (48) hours in advance of a special meeting. On-duty personnel may attend meetings so long as they remain in service and response ready.

SECTION 5. Union Representatives shall be granted time off to perform Union functions, including attendance at seminars, conventions, or conferences, provided that such time off does not interfere with the operations of the Employer as determined by the Fire Chief or an authorized designee. Time-off with pay for union business shall not exceed forty-eight (48) hours collectively (shared between employees) per calendar year. The Union Representative shall be allowed to utilize shift trades or use vacation or comp-time donated from another member's bank.

SECTION 6. Union Negotiation: Prior to negotiations the Union will provide the Employer with a list of up to six (6) employees who will be designated as negotiators and who will be eligible to participate in negotiations, subject to call on shift if they are unable to secure a trade. Prior to negotiations both parties will mutually agree to Ground Rules for Collective Bargaining Negotiations.

ARTICLE 4 – WORK STOPPAGE

SECTION 1. The Parties agree that the public interest requires the efficient and uninterrupted performance of all services, and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective. The Union shall not cause, condone, or engage in any work stoppage, strike, slowdown, mass resignation, absenteeism, or other interference with Employer functions and should same occur, the Union agrees to take appropriate steps to end such interference.

ARTICLE 5 – NON-DISCRIMINATION

SECTION 1. The provisions of this Agreement shall be applied equally to all Employees of the bargaining unit without discrimination as to age, marital status, race, color, creed, religion, national origin, mental, sensory, or physical disability (unless a bona fide occupational qualification exists), gender, sexual preference, sexual orientation or Union affiliation. The Union shall share equally with the Employer the responsibility for applying the provisions of this Agreement.

ARTICLE 6 – MANAGEMENT RIGHTS

SECTION 1. Subject to specific provisions of this Agreement or applicable laws, the Employer retains the right to operate and manage all manpower, facilities and equipment; to determine the utilization of technology; to establish and modify the organizational structure; to contract for goods and services not presently provided by Employees; to recruit, hire, promote, transfer, assign, reassign, retain, and lay off Employees; to direct and determine the number of personnel on shift; to establish work schedules within the recognized hours of work and work schedules; to suspend, demote, discipline, or discharge Employees for just cause; to determine education, training, on-the-job training and cross-training; to close or liquidate a station, operation or facility or to combine the work of divisions or branches of the operation for budgetary reasons or other reasons in order to maintain the efficiency and effectiveness of the operation entrusted to the Employer.

SECTION 2. Any changes in management rights affecting wages, hours or working conditions shall be bargained in accordance with Chapter 41.56 RCW.

ARTICLE 7 – SENIORITY DEFINED

SECTION 1. Seniority shall be determined by continuous service with the employer from the date of hire. Continuous service shall be broken by only authorized leave-of-absence without pay, resignation, discharge or retirement. During the period that any employee is on an authorized leave-of-absence without pay or on layoff status, seniority shall not accrue. Upon returning to work after such layoff or leave, the employee shall be granted the level of seniority previously accrued in the rank to which he/she returns.

SECTION 2. Employees with the same hire date shall be assigned to the seniority list in order of their eligibility list cumulative exam score (prior to any Chief's interview). Cumulative exam score ties will be decided by the higher interview score. The Employer shall maintain a seniority list and update it as necessary.

Page **11** of **47**

ARTICLE 8 – REDUCTION IN FORCE

SECTION 1. The Employer shall notify the Union whenever the need to reduce the number of Employees within the bargaining unit is identified. The Employer shall meet and confer with the Union to discuss such action. In the event a reduction in force (layoff) is necessary, the reduction shall proceed as follows:

- Employees shall be laid off in reverse order of seniority; the Employee with the least seniority shall be laid off first, without regard to rank or classification.
- The Employer will provide the Employee written notice at least thirty (30) days prior to any lay-off occurring unless emergency circumstances make it such that the Employer cannot meet this condition.
- Employees who are laid off shall be paid for all accrued but unused leave time.
- No benefits shall accrue during such term of lay-off.

SECTION 2. The employer will maintain a list of laid off Employees for two (2) years. Employees shall be recalled from the list in the order of their seniority. No new Employee shall be hired until all laid-off employees on the list have been given an opportunity to return to work. Employees must agree to return to work within thirty (30) days of notification and will start at the same grade/step held prior to lay-off.

SECTION 3. In the event the Employer must reduce rank or job classification within the workforce, the Employee's "Time-In-Grade" shall determine the order in which the reduction in rank or job classification shall occur. Employees who have been promoted to or have retained the position the longest, shall be the last who are reduced to the next lower promotion rank or to the next highest position within the department. Employees who have been promoted to, or retained the position, the least amount of time shall be the first reduced to the next lower promotional rank or to the next highest position within the department.

- In the event the Employer must reduce rank or job classification and the employees share the same promotional date, reduction shall be determined by cumulative test scores with the employee having the lowest test score reduced to the next lowest rank or job classification first.
- 2. In the event the Employer must reduce rank or job classification and the employee's share the same promotional date and share the same cumulative test score, the employee with the lowest seniority (by date of hire as a full-time, regular status employee) shall be reduced first.
- 3. Employees who were reduced in rank shall be returned to their previous highest promoted position in reverse order of the rank reduction when the next vacancy for the higher rank opens.

ARTICLE 9 – PROBATIONARY PERIOD

SECTION 1. All new Employees subject to this Agreement will be required to serve a probationary period of twelve (12) months from the start date of their employment. An Employee may be discharged at any time during their probationary period and such discharge shall not be subject to grievance.

SECTION 2. The Employer shall provide each probationary Employee with an objective written evaluation every three (3) months. At the sole discretion of the Employer, the probation period may be extended an additional six (6) months. Employees not passing probationary evaluation and not meeting prescribed benchmarks will be discharged. Such discharge shall not be subject to grievance arbitration.

SECTION 3. The Employer shall submit written notice to the Union of the name, job title, shift, station and effective date of actions affecting bargaining unit employees as follows:

- 1. Appointment of new employees
- 2. Promotion
- 3. Completion of Probation

ARTICLE 10 – DISCIPLINE AND DISCHARGE

SECTION 1. Employees may be disciplined or discharged for just cause (see SECTION 9 Just Cause). When appropriate, discipline should be applied at progressive and escalating levels to allow the Employee proper notice of misconduct and an opportunity to improve performance. The level or degree of discipline imposed shall be appropriately based on the Employee's prior record of service, length of service, severity of offense and prior record of discipline.

SECTION 2. Disciplinary action or measures shall include only the following:

- 1. verbal counseling (written for documentation purposes only)
- 2. written reprimand
- 3. suspension without pay
- 4. reduction in rank
- discharge

The Employer may also, in its discretion, decide to provide employees with verbal coaching/counseling and/or written memorandums of coaching, counseling, and/or training to address low level performance issues. These actions may be considered non-disciplinary or disciplinary.

SECTION 3. Prior to commencing an investigation that may lead to disciplinary action against an Employee, the Employer shall provide the Employee with a summary of the conduct being investigated. In addition, the Employer shall hold a pre-disciplinary hearing no sooner than ten (10) days from the time the Employee was notified of the alleged violation. At this hearing the Employee will be given an opportunity to present his/her side of the issue.

SECTION 4. The Employee shall be entitled to have a Union and/or legal representative present at any meetings between the Employer (and the Employer's investigator) and the Employee regarding potential disciplinary action. The Employer shall make reasonable efforts to schedule such meetings when Employees are scheduled for duty.

SECTION 5. The Employer may suspend an Employee with pay pending the final decision as to appropriate discipline resulting from the pre-disciplinary hearing.

SECTION 6.

The Employee and the Employee's Union representative, with the employee's authorization, shall have the right to inspect the full contents of the Employee's personnel file Verbal counseling notations or greater disciplinary document may not be placed in the personnel file without the Employee having been first notified of said complaint and given a copy, with a copy given to the Union. An Employee who disagrees with the validity of any complaint added to the file shall have the opportunity to challenge said complaint under the grievance procedure herein. The employee shall be required to sign the written reprimand or other disciplinary action acknowledging that they have read the contents of the document.

SECTION 7. A notation of verbal counseling may be put into an Employee's personnel file. The Employee must sign said notation before it is placed in the Employee's personnel file. If the Employee refuses to sign the notation, the Union president will be notified in writing of the notation being placed in the Employee's personnel file. Notations will be removed from an Employee's file 1 year after the date of counseling unless another incident takes place within that time frame. If there is an additional incident within 1 year requiring verbal counseling, the Employer may keep both verbal notations for an additional 1 year.

SECTION 8. The written reprimands will be removed from an Employee's personnel file after two (2) years from the date said action was finalized, provided that no further written reprimands have been issued within the two (2) year time period. If another written reprimand has been issued within this time period, then both written reprimands shall remain in the personnel file for an additional two (2) years from the date of the latest written reprimand.

SECTION 8. It is the Employer's sole determination as to whether or not an Employee suspended without pay may be allowed to forfeit accrued vacation or compensatory time off in lieu of the suspension of pay.

SECTION 9. Just Cause may be determined by answers to the following questions. "No" answer(s) to one or more normally signify that just cause and proper cause did not exist.

- 1. Did the Employer forewarn the Employee of the possible consequences of his/her conduct?
- 2. Was rule or order involved reasonably related to orderly, efficient, and safe operation of business?
- 3. Before administering discipline, did the Employer make an effort to discover whether the Employee did in fact violate or disobey the rule or order?
- 4. Was the Employer's investigation conducted fairly and objectively?
- 5. In investigation, did the Employer obtain sufficient evidence that the employee was guilty as charged?
- 6. Has the Employer applied its rules, orders, and penalties even handedly and without discrimination?
- 7. Was the degree of discipline reasonably related to the seriousness of the offense and Employers record of the Employee?

ARTICLE 11 – GRIEVANCE PROCEDURE

SECTION 1. Grievances are defined as disputes including the interpretation or application of this Agreement.

SECTION 2. All grievances must be initiated under the grievance procedure within thirty (30) calendar days of the alleged violation or the time the Employee or Union became aware of said violation.

SECTION 3. Grievances shall be resolved in the following manner:

- Step 1: The Union shall first present the grievance in writing to the Fire Chief who shall review the grievance and render a written decision within ten (10) calendar days of receipt of the written grievance. The written grievance shall state: (i) the facts upon which the Union is basing the grievance and the nature of the alleged violation of the Agreement (refer to Article 12, Section 1); (ii) the Section(s) of the Agreement alleged to have been violated; (iii) the remedy sought by the Union; and (iv) any other relevant information.
- Step 2: If the grievance is not resolved at Step 1, the Union and/or the grievant shall submit the grievance to the Board of Commissioners within ten (10) calendar days of receipt of the Fire Chief's decision. The Board of Commissioners shall have discretion to determine what testimony or additional evidence, if any, beyond the written grievance and the Chief's decision is necessary to resolve the grievance, and to schedule presentation of such testimony or additional evidence. The Board of Commissioners shall submit its written decision to the Union within thirty (30) calendar days from receipt of the grievance or within thirty (30) calendar days of the Union's presentation of the grievance to the Board of Commissioners (if requested by the Board), whichever is later.
- Step 3: The Union may appeal the decision of the Board of Commissioners to a neutral arbitrator. Prior to submitting the dispute to grievance arbitration, with the approval of the Union and Employer, said dispute may be submitted to a PERC Mediator in an attempt to reach a resolution if the parties mutually agree to engage in mediation. The Union shall give written notice to the Employer of its intent to submit a grievance to arbitration within thirty (30) calendar days of the Board of Commissioners decision. Within ten (10) calendar days of the Union's request to arbitrate, a representative of the Union and of the Employer shall meet and attempt to agree on a neutral arbitrator. If unable to reach agreement, they may request a list of nine (9) arbitrators from the Public Employment Relations Commission (PERC) who are non-PERC employees. Upon receipt of the list, the two representatives shall meet within fifteen (15) calendar days to alternately strike names until one name remains. The parties shall flip a coin to determine who makes the first strike. The last name remaining on the list shall serve as the sole arbitrator.

Step 4: The arbitrator shall render a decision within thirty (30) days of the hearing, which decision shall be final and binding on both parties. The arbitrator shall have no power to alter, amend or change the terms of this Agreement.

SECTION 4. Time limits within a grievance procedure may be waived or extended by mutual agreement of both parties. Failure on the part of the Employer to respond within the prescribed time limits shall be construed as a negative answer, which shall allow the processing of the grievance to the next applicable step. Should the Union fail to take the grievance to the next step with the prescribed time limits, the grievance shall be deemed withdrawn with prejudice.

SECTION 5. Each party shall pay the expenses of their own representatives, witnesses, and other costs associated with the presentation of their case and one-half (1/2) the expenses of the arbitrator. If either party requests a stenographic record of the arbitration, the cost of said record and the stenographer's time will be borne by the requesting party.

Provided, however, if the other party also requests a copy of stenographic record, then the parties will equally split all costs charged by the stenographer/court reporter. Both parties shall have access to all recording and stenographic record.

ARTICLE 12 – POLICIES, PROCEDURES, RULES, AND REGULATIONS

SECTION 1. Employees shall comply with all Employer policies, procedures, rules, and regulations, including those relating to conduct and work performance. Parties agree that only Employer policies, procedures, rules, and regulations that affect wages, hours, or terms or conditions of employment shall be subject to the grievance procedure.

SECTION 2. Changes in policies, procedures, rules, and regulations that affect wages, hours, or terms or conditions of employment are considered mandatory subjects for bargaining as defined in Chapter 41.56 RCW. If Employer determines that changes are necessary to maintain safe operations, it may make such changes pending the outcome of any bargaining.

SECTION 3. After a standard operating procedure or policy is signed and put into effect a copy will be provided electronically to all members within 14 days of approval.

ARTICLE 13 - BASIC RATE OF PAY

SECTION 1. For the purpose of calculating the hourly rate of pay which shall apply to excess hours of work (overtime), the annual salary of each Employee as established by this agreement shall be divided by 2,912 hours (average 56-hour work week).

ARTICLE 14 – OVERTIME, CALLBACK AND COMPENSATORY TIME

SECTION 1. WORK PERIODS. The Employer has elected a Work Period consisting of twenty-four (24) days in accordance with Section 7(k) of the Fair Labor Standards Act (FLSA). Hours worked during a Work Period includes only the hours an Employee is physically present on the job – it does not include paid leave.

SECTION 2. The overtime rate of pay shall be one and one-half times the basic rate of pay as defined in Article 13 of this Agreement.

SECTION 3. Except as otherwise provided in this Agreement, Employees shall receive overtime pay for any hours they are required to work outside their normally scheduled work shift, as established in this Agreement.

SECTION 4. Employees shall receive a minimum of two (2) hours overtime pay for each occurrence of time they are required to work outside of their normally scheduled work shift. The minimum overtime pay shall not apply to Employees held over for an alarm past termination of their scheduled shift or answering an alarm within two (2) hours prior to the start of their scheduled shift.

A. Employees shall receive overtime for periods before and after scheduled shifts for those periods exceeding fifteen (15) minutes. Overtime shall be paid thereafter in fifteen (15) minute increments.

SECTION 5. In the event that overtime is required to fill a shift (voluntary or force hire), bargaining unit employees shall be utilized to perform the overtime work. The opportunity to work overtime shall be rotated equally among the employees as provided by a callback system established by the Employer and the Union.

SECTION 6. Compensatory time shall be defined as time of at the rate of one and one-half (1-1/2) times the number of hours worked. Compensatory time in lieu of payment of overtime shall be the choice of the Employee. Compensatory time will be capped at forty-eight (48) hours. Any hours exceeding forty-eight (48) will be automatically cashed out at the earliest payroll cycle.

SECTION 7. Upon separation, Employees Shall be paid at their current rate of pay for all unused compensatory time.

ARTICLE 15 -SALARIES, DEFERRED COMPENSATION

SECTION 1. The salary schedule and pay plan of the Employee classifications covered by this Agreement is set out and attached as Appendix A, which shall form a part of and be subject to all provisions of this Agreement.

SECTION 2. The Employer will participate in and encourage the Employees to enroll in a Deferred Compensation Program governed by IRS Code 457.

The Employer will contribute up to \$0.50/on the dollar for every one dollar (\$1.00) the employee contributes to the program up to 5% of top step firefighter salary.

The Employer shall not be responsible for costs incurred in the management of Deferred Compensation accounts.

ARTICLE 16 – WORKING OUT OF CLASSIFICATION

SECTION 1. Any Employee who is temporarily reassigned by the Employer to assume the duties and responsibilities of a higher classification within the bargaining unit than their regular classification shall be paid according to the "probationary" schedule of the higher classification, per the salary schedule and pay plan set out in Appendix A, for the time the Employee is assigned and fulfills the duties and responsibilities of the higher classification. The Union and Employer agree that this Article does not apply to voluntary shift trades and an Employee acting as Duty Officer is not considered to have been temporarily reassigned and is not working out of classification for purposes of this Article.

ARTICLE 17 – DUTY OFFICER

SECTION 1. In the event that a Duty Chief is not available, the opportunity to act as a Duty Officer will be offered to Employees in the Classifications of Career Lieutenant or Career Captain on a rotating basis. To be considered for the assignment it's expected that the Employee be physically within District boundaries and available during the stand-by time.

SECTION 2. The Employee will be compensated at the rate set out in Appendix A for standby time. The Employee will be compensated at their normal overtime rate of pay for all time they are dedicated to a response, pursuant to the other terms of this agreement. The standby pay and response pay shall not piggyback on each other. At no time shall the Employee be compensated more than their applicable overtime rate of pay.

The Employer and Union will agree on the procedures to be followed and the call types that will necessitate a Duty Officer response.

ARTICLE 18 – HOURS OF WORK

SECTION 1. <u>SCHEDULES</u>. Parties agree to the 48/96-hour shift schedule. Within a six (6) day scheduling cycle, Employees will be scheduled to work two consecutive twenty-four hour shifts for a total of 48 hours and have ninety-six consecutive hours off. Parties acknowledge that in contexts other than this Agreement, the two consecutive 24-hour shifts together may be considered a single shift and agree that for purposed of this Agreement the concepts are not to be confused.

SECTION 2. SHIFTS. Shifts begin at the Fire Station at 0800 hours each and every day of the year and end at 0800 hours on the following day. Scheduled Employees and Volunteers comprise a "Duty Crew." Duty Crews are expected to be in the Fire Station, in uniform and response ready by 0800 hours each morning. Daily pass down between off-going and on-coming shifts is to be conducted in the Fire Station at that time.

SECTION 3. <u>DUTY CREW ACTIVITIES</u>. Duty Crews are expected to remain in the fire station and productive until 1700 hours each day. After 1700 hours, the Duty Crew shall utilize the Crew Quarters at 67 Herbert Street. Duty Crew personnel shall remain on Employer property during the entire duration of their shifts, with the following exceptions:

- 1. Any Employer activities including, but not limited to, calls, travel between Employer properties, citizen assists, training, or public relations.
- 2. During the below-mentioned lunch and break periods, Duty Crew personnel may visit public stores and restaurants as long as such visits do not slow an emergency response.

Duty crew personnel are authorized a 60-minute lunch period and two 15-minute breaks between 0800 hours and 1700 hours.

At least two (2) hours of fire or EMS training shall be conducted and documented each 48-hour shift period.

One (1) hour of physical fitness will be allowed between 0800 hours and 1700 hours but only after all personnel and equipment are response ready.

The Employer reserves the right to schedule activities including, but not limited to, inspections and training after 1700 hours, but generally not later than 2200 hours. Activities prior to 0800 hours may also be needed at times.

Holidays as recognized by this agreement may have reduced work hours.

ARTICLE 19 – SICK LEAVE

SECTION 1. Employees shall accrue sick leave at the rate of twelve (12) hours for each full month of service up to a maximum accrual of twelve hundred (1,200) hours. Each Employee will receive their sick leave accrual monthly. Sick leave must be used in 12-hour increments unless one of the following conditions exist:

- 1. Employee needs to watch a sick child for a short amount of time until other arrangements for child-care can be made.
- 2. Employee needs to attend a doctor appointment or obtain medications from a pharmacy.

The Employee will give the Employer as much advanced notice as practical if utilizing preplanned sick time.

An Employee leaving employment with the Employer during the year shall have deducted from the Employee's final paycheck any sick leave used but unearned.

SECTION 2. An Employee may be required to provide the Employer with written verification of illness/injury and certification of the Employee's fitness to return to duty. Such verification/certification shall be made by a health care provider selected by the Employer when any one (1) absence exceeds one (1) consecutive scheduling cycle. Any cost of obtaining verification/certification not covered by Employer provided health insurance plan will be paid by the Employee.

SECTION 3. Abuse and misuse of sick leave is grounds for disciplinary action up to and including discharge. The Employer retains the right to require the Employee to provide certification from an Employer-selected health care provider attesting to the illness or injury when the Employee has called in sick more than three (3) times in one consecutive year, or if sick leave exhibits chronic illness, or if use of sick leave exhibits a pattern of abuse. If the cost of obtaining certification is not covered by Employer provided health insurance plan, Employee shall pay for the certification.

SECTION 4. FAMILY SICK LEAVE. Sick leave may be used to care for an Employee's immediate family when an illness or injury requires personal supervision or treatment. Immediate family shall be defined as a child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status; a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; a spouse; a registered domestic partner; a grandparent; a grandchild; a sibling; or any other person legally dependent upon the employee. The Employee will give the Employer as much advanced notice as practical if utilizing sick time to care for a family member.

SECTION 5. The Employer may agree to allow Employees to donate sick leave to other Employees who may have exhausted their paid leave due to extenuating circumstances.

SECTION 6. <u>SICK LEAVE ADVANCEMENT</u>. Employees who do not have sufficient sick leave may be advanced sick leave subject to legal requirements under the following conditions:

- A. Any sick leave so advanced is unearned when used, and shall be carried as a debt obligation to Employer until it is earned. If employment is terminated for any reason, the-value of unearned sick leave used shall be deducted from the final paycheck.
- B. No more than 96 hours of sick leave may be advanced to any Employee.
- C. Sick leave advancement will not be considered by Employer until an Employee has exhausted all other accrued time off benefits.

SECTION 7. Except for discharge resulting from disciplinary action, upon separation from service an Employee shall be compensated for any unused sick leave hours in excess of four hundred (400) hours at twenty-five percent (25%) of the Employee's regular rate of pay. Payments under this section may be allocated into the employee's, Employer adopted, HRA VEBA Plan.

SECTION 8. If separation is the result of a line of duty death, any unused sick leave hours shall be compensated at one hundred percent (100%) of regular rate of pay and shall be paid to the estate of Employee.

ARTICLE 20 - MILITARY LEAVE

SECTION 1. Military leave shall be granted pursuant to Section 38.40.060 RCW and Section 73.16.031 RCW.

ARTICLE 21 – JURY SERVICE AND COURT APPEARANCE

SECTION 1. An Employee summoned for jury service or subpoenaed as a witness in any job-related litigation or administrative hearing process shall be allowed necessary leave and paid at their regular rate of pay. If the Employer identifies a hardship, the Employer may request the court dismiss the Employee from jury service.

SECTION 2. Employees shall be required to report to work for any portion of their regularly scheduled shift during which they are not actually serving or appearing, unless a mutually agreed upon hardship is identified. The Employee will notify the Chief during times when not actively serving or appearing.

SECTION 3. An Employee required to appear while off duty in a court hearing, inquest, or other legal proceeding on behalf of the Employer shall be compensated at the rate of one- and one-half (1-1/2) times the basic rate of pay as defined in Article 13 of this Agreement for the actual hours the Employee is required to appear. The Employee shall coordinate with legal officials to determine the actual time their presence is required. If the appearance relates to misconduct of the Employee, no such payment shall be made.

SECTION 4. The Employee shall provide the Employer with a copy of the jury summons, subpoena, or other legal document requiring the Employee's presence. Any other compensation (exclusive of expenses) received by the Employee for service or appearance (such as juror pay or witness fees) shall be reimbursed to the Employer.

ARTICLE 22 – BEREAVEMENT LEAVE

SECTION 1. Employees shall receive up to forty-eight (48) hours of paid leave for each event of death or imminent death in their immediate family. Where travel distance to attend a funeral service is greater than five hundred (500) miles from the Employee's residence, up to forty-eight (48) hours of additional paid bereavement leave may be granted. More time may be allowed off by the Employer. Special circumstances regarding the use of bereavement leave may occur from time to time. If such a circumstance occurs, the matter will be resolved at the discretion of the Fire Chief.

SECTION 2. Immediate family is defined as spouse, parents of Employee and spouse, children, legal live-in dependents, employee's brothers or sisters, grandchildren, grandparents, domestic partners as defined by the State of Washington, or any other person legally dependent upon the employee.

Page **29** of **47**

ARTICLE 23 – LEAVE OF ABSENCE

SECTION 1. A leave of absence, without pay or benefits, may be granted an Employee for a period not to exceed one year. A request is to be submitted in writing detailing the need for the leave, subject to a determination by the Chief and Board of Commissioners that such leave is justified and can be granted without undue hardship to the Employer.

SECTION 2. After six (6) months leave and prior to return to duty, the Employer may require a medical exam by the Employer's health care provider.

ARTICLE 24 – VACATION

SECTION 1. Employees shall be granted vacation leave in accordance with the following for the purpose of vacation leave only. Each member will receive their vacation accrual for the full year on January 1st of each year. This accrual shall add the current vacation hours earned plus any step increases that occur during the year. The step increase hours will be prorated from the anniversary date through the end of the year. A member leaving employment with the Employer during the year shall have deducted from their final paycheck (to include any vacation and sick leave cash outs) any vacation used but unearned.

See below for step increase schedule.

Upon Completion	24 Hour Shift Employees
1 year	5 shifts / 120 hours / 10 hours/month
2 years	6 shifts / 144 hours / 12 hours/month
4 years	7 shifts / 168 hours / 14 hours/month
6 years	10 shifts / 240 hours / 20 hours/month
11 years	12 shifts / 288 hours / 24 hours/month
16+ years	14 shifts / 336 hours / 28 hours/month

SECTION 2. No more than ninety-six (96) hours of vacation time accrued in one year may carry-over from one year to the next with the exception of the first year of employment. Exceptions to this carry over limit may be made at the sole discretion of the Fire Chief or authorized designee based on special circumstances demonstrated by the Employee, Any unused vacation hours above the maximum carryover and not granted a special exemption shall be forfeited at the end of each year.

SECTION 3. The Employee shall schedule their vacation at any time after the first year of employment. Vacation requests shall be made at least ninety-six (96) hours in advance of the requested time off. Vacation time shall be granted based on seniority and request date. Vacation time must be used in twelve (12) hour increments. Vacation may not be scheduled during the first year of employment.

SECTION 4. Upon separation from service the Employee shall be compensated for any unused, accrued vacation, up to a maximum of ninety-six (96) hours, at one hundred percent (100%) of the Employee's regular rate of pay.

ARTICLE 25 – HOLIDAYS

SECTION 1. The following holidays are those which shall be recognized and observed:

New Year's Day

Martin Luther King Day

Presidents Day

Memorial Day

Juneteenth Day

Independence Day

Labor Day

Veterans Day

Thanksgiving Day

Thanksgiving Friday

Christmas Day

SECTION 2. Employees will receive ninety-six (96) hours of Holiday Pay annually. Holiday Pay will accrue at a rate of eight (8) hours per full month of service. New hires will accrue eight (8) hours for the month that includes the hire date, regardless of the actual hire date within the month.

Payment for accrued holiday hours shall occur annually with the October payroll (normally November 5th), or on a final paycheck if separated from service prior to that time. Employees may not request and Employer will not pay out Holiday Pay at any other time.

Holiday Pay will be paid in lieu of statutory overtime for any specific holiday actually worked.

Holiday Pay will be calculated at the straight time hourly rate in effect at time of payment. This is an equivalent of overtime pay for eight (8) holidays whether or not the holidays were actually worked.

No Employee may work more than eight (8) holidays in any one year.

Holiday Pay is considered additional compensation and is reportable to the Washington State Department of Retirement Security.

ARTICLE 26 – SHIFT TRADES

SECTION 1. Employees of the same classification shall have the right to trade shifts when the trade does not interfere with the operation of the Employer. For purposes of this Article only, Career Lieutenants and Career Captains shall be considered equal and may initiate trades as though they were of the same classification. An employee of a lower classification trading with an Employee of a higher classification (a Lieutenant trading with a Captain for example) shall not be eligible for the higher classification pay. Request for shift trades shall be submitted at least 48 hours in advance using the approved Employer procedure and acknowledged by both the Employee requesting the trade and the Employee agreeing to the trade. All trades shall be approved by the Fire Chief or authorized designee. In order to be approved, shift trades shall not cause the Employer to expend any additional funds.

SECTION 2. In the event that an Employee who has agreed to work the trade is unable to meet that obligation, the Employee shall be liable to the Employer for costs associated with any failure of the shift to be filled as agreed, by reduction in paid leave accrual and/or reimbursement to the Employer for any and all costs associated with filling the vacancy. In no case shall the Employee be responsible for more than the actual cost to fill the shift.

ARTICLE 27 – INSURANCE

SECTION 1. The Employer will provide the current WFCA PPO - 100 health insurance plan with 100% coverage for the Employee. The Employee shall contribute ten percent (10%) of the cost of dependent (spouse or registered domestic partner) premium for medical insurance and the Employer will contribute the remaining ninety percent (90%).

SECTION 2. Employer will provide dental insurance if requested by Employee. Employee shall contribute fifty percent (50%) of the cost of the premium for dental insurance with orthodontia coverage for the Employee and dependent (spouse or registered domestic partner) and the Employer will contribute the remaining fifty percent (50%).

SECTION 3. The Employee may choose a more expensive plan offered by the WFCA for themselves and their dependents, but will be required to pay the additional costs of such plan.

SECTION 4. The Employer will not change providers or plans without negotiation with Union. The Labor/Management Committee will meet bi-annually to review current plans and other options.

SECTION 5. In the event that insurance costs increase, the Employer and the Employee shall share the annual increases fifty percent (50%) each.

ARTICLE 28 – WASHINGTON PAID FAMILY & MEDICAL LEAVE ACT

SECTION 1. Eligible employees are covered by Washington's Family and Medical Leave Program, Title 50A RCW. Eligibility for leave and benefits is established by Washington law and is therefore independent of this Agreement. Under the provisions of Section 50A.10.030 RCW the Employer elects to pay the Employee's share of the premium.

ARTICLE 29 - SALARY PROTECTION FOR EMPLOYEES COVERED BY LEOFF

SECTION 1. The Employer will supplement Labor & Industries coverage, up to full base pay, for a period of six (6) months following a duty-related disability, if the claim is approved by Labor & Industries.

ARTICLE 30 – HRA/VEBA

SECTION 1. The Employer agrees to contribute to a mutually agreed upon, Employer adopted, Health Reimbursement Account (HRA) / Voluntary Employee Benefit Association (VEBA) plan for all employees defined as eligible to participate in the plan.

SECTION 2. Contributions on behalf of eligible employees shall be based on the following selected funding sources/formulas:

MANDATORY EMPLOYEE CONTRIBUTIONS (NO INDIVIDUAL ELECTIONS PERMITTED). The Employer shall change the Employee's compensation package such that eligible Employees shall receive additional benefits in the form of HRA/VEBA Plan contributions equal to fifty dollars (\$50.00), which shall be contributed on a monthly basis and each eligible Employee's salary shall be reduced by an equal amount. Such contributions shall be made on behalf of all Employees defined as eligible and shall be considered and referred to as Employer contributions.

<u>DIRECT EMPLOYER CONTRIBUTIONS</u>. All Employees defined as eligible are entitled to receive an Employer contribution equal to fifty dollars (\$50.00), which shall be contributed on a monthly basis on behalf of the eligible Employees.

<u>SICK LEAVE CASH-OUT</u>. Contributions shall include the cash out value of unused sick leave days upon separation from service or retirement as indicated in Article 19 – SICK LEAVE.

ARTICLE 31 – UNIFORMS & PROTECTIVE CLOTHING

SECTION 1. The Employer will provide the following items upon initial hire:

Three (3) trousers, two (2) Class B shirts and, three (3) t- shirts, one (1) job shirt, one (1) jacket, one (1) belt (up to \$30.00), approved shoes/boots (up to \$220.00) if not already provided as volunteer prior to initial hire).

SECTION 2. On the first payroll of the year following an Employee's date of hire, and each January payroll after that date, the Employer shall provide each Employee a uniform allowance of \$800.00 per year. Any unspent allowance on December 31st, may be banked for the purchase of an Employer specified "Class A" uniform. Once an Employee has received a "Class A" uniform, unspent uniform allowance will not carry forward into the next year. A list of Employer approved uniform items and their cost will be established by the Labor/Management Committee and posted by the Employer on or before December 31st of each year. Purchases of uniform items must be approved in advance by the Fire Chief or authorized designee.

SECTION 3. Funds not used by an Employee for the purchase of approved uniform items may be used for the purchase of personal work-related protective equipment and other work-related items, i.e. extrication gloves, protective eyewear, technical rescue gear, etc. All purchased equipment shall be compliant with the applicable current industry standards as defined by, but not limited to, NFPA, WAC 296-305, MSA, ANSI, and/or Washington State Department of Labor and Industries.

SECTION 4. All uniforms and protective clothing shall be worn in accordance with Employer Policies, Rules, and Procedures.

SECTION 5. Each Employee shall be responsible for the cleaning and appearance of uniforms issued to them. The Employer will be responsible for repair of issued uniforms. When issued uniforms are damaged or repaired to the point where they no longer maintain a professional appearance or are considered unsafe as determined by the Employer, they shall be replaced by the Employee to whom they were issued through the use of the uniform allowance.

SECTION 6. All protective clothing as required and defined by the Washington State Labor and Industries Vertical Standards for Firefighters shall be furnished by the Employer. These items shall be maintained, cleaned, and replaced as necessary by the Employer at no cost to the Employee.

SECTION 7. Except in cases of gross negligence or improper use and care on the part of the Employee, the Employer shall reimburse Employees for the repair or replacement of personal property lost, damaged, or destroyed while in the performance of the Employee's duties. Such items as eyeglasses, sunglasses, dentures, watches, personal equipment, articles of clothing, etc. shall be repaired or replaced when damage is caused by circumstances which arise out of employment and not ordinary wear and tear. Employees must request repair or replacement in writing within seven (7) days of loss or destruction, otherwise the Employer may choose to not replace the item. Repair or replacement cost that exceeds two hundred fifty dollars (\$250.00)

shall be reviewed by the Labor/Management Committee to determine if they are fair and reasonable.

SECTION 8. Uniform items and protective gear shall only be worn during employment with the Employer. No items shall be worn off duty or while working secondary employment.

SECTION 9. All protective clothing, equipment, devices purchased by the Employer shall remain the sole property of the Employer. Employees are responsible for the reasonable care of all such Employer clothing, equipment, and devices. Upon separation of employment for any reason, all personal protective clothing, uniforms, and any other items purchased by the Employer shall be returned by the employee to the Employer prior to the employee's departure. The replacement cost of any such items not returned by the employee to the Employer (or if the items are returned in a damaged condition, reasonable work-related wear and tear excepted) shall be deducted from the employee's final paycheck to the extent permissible by applicable law. The minimum items returned shall equal the initial issue items listed in Sections 1 and 6. This Section constitutes each employee's consent for the foregoing paycheck deduction(s).

ARTICLE 32 – EDUCATION & TRAINING

SECTION 1. When the Employer requires an Employee to attend fire service schools, emergency medical training, or other specialized training, the actual cost of tuition and books and necessary and reasonable travel, meals and lodging shall be paid by the Employer. Purchased books will remain the property of the Employer. When requested, payment of authorized expenses shall be made in advance.

SECTION 2. When the Employer requires an Employee to attend schools, training or departmental meetings while off duty, such employee shall be compensated at the overtime rate of pay for actual time spent in training with breaks and meal periods subtracted from total compensable hours. The Employer may schedule such training during duty time in which case the Employee shall be compensated at the regular rate.

SECTION 3. Tuition and other expenses for non-required training, elective schools, seminars or conferences will be provided by the Employer when approved by the Fire Chief or authorized designee. When an Employee is attending said non-required events that exceed six (6) hours duration, and it is outside of their regularly scheduled work hours, the Employer will provide a per-diem payment at the State or GSA per diem rate.

SECTION 4. If an Employee elects to use their own transportation over the use of an available District provided vehicle, no mileage allowance will be granted. The use of a District vehicle shall require pre-authorization from the Fire Chief or authorized designee.

SECTION 5. Should an employee fail to pass a required training event or class paid for by the Employer and remediation is necessary for completion of the course, the cost and any reimbursements shall be the sole responsibility of the employee. If this situation occurs, the employee may submit an appeal to the Fire Chief, or his/her designee, requesting reimbursement for expenses related to the training and will be considered on a case by case basis.

ARTICLE 33 – MODIFIED DUTY

SECTION 1. An employee who is injured or sick and subsequently unable to perform their normal duties may be assigned to modified duty upon examination of employee's own physician. The employer reserves the right, at its own expense, to have the employee examined by an employer-appointed physician.

SECTION 2. The modified duty employee's position shall not affect the minimum staffing requirements of the Employer.

SECTION 3. Modified duty may be considered if there is actual work available and suitable for the injured employee. The employee may be assigned non-combat duty in such areas as: Fire Prevention, Public Information, Training, Maintenance, or as determined by the Fire Chief or Designee.

SECTION 4. The work schedule will be arranged by mutual agreement between the Bargaining unit and the Fire Chief or Designee.

A. Modified duty personnel are entitled to (1) one 1/2-hour **unpaid** meal break when they work at least a 5-hour shift; and (2), 10-minute paid rest breaks for every 4 hours worked i.e., one rest break in the morning and one in the afternoon. If a modified duty employee wishes to waive the required meal break, it shall be completely voluntary. They shall submit the request in writing to their supervisor. At no time shall the modified duty employee accumulate overtime as a result of their request.

ARTICLE 34 – SAVINGS CLAUSE

SECTION 1. Should any provision of this Agreement, or the application of such provision, be rendered or declared invalid by a court of final jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 35 – SUCCESSORS

SECTION 1. Prior to any contracting out, consolidation, merger, annexation or incorporation the Employer agrees to notify the Employees to the extent required by Chapter 41.56 RCW.

SECTION 2. This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be effected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer, or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

ARTICLE 36 - DURATION

SECTION 1. This agreement shall become effective January 1, 2025 and continue in full effect until December 31, 2027. The Parties agree to begin negotiations of a successor agreement in June of 2027.

SIGNATURE PAGE

Tim McKern, Fire Chief

AGREEMENT between	Employer and	Union acknowledged and executed this	<mark>2[™]</mark> day of
DECEMBER	20 24		

JEFFERSON COUNTY	
FIRE PROTECTION DISTRICT NO. 2	IAFF LOCAL 2032

Art Frank, Board Chair	Date	Caton White, President	Date
Melody Bacchus, Commissioner	Date	Kevin Winn, Member, Vice President	12/2/2 Date
Marcia Kelbon, Commissioner	12/2/24 Date	•	
Junik_	12/2/24		

APPENDIX – A – SALARY SCHEDULE AND PAY PLAN

		% OF	
CLASSIFICATION	SERVICE LENGTH	1ST CLASS FF/EMT	2025 SALARY
CAREER FIREFIGHTER/EM	Г		
Probationary	0-12 months	95%	61,750.00
2nd Class	13-24 months	98%	63,700.00
1st Class	25+ months	100%	65,000.00
CAREER LIEUTENANT			
Probationary	0-12 months	103%	66,950.00
Full	13+ months	105%	68,250.00
CAREER CAPTAIN			
Probationary	0-12 months	108%	70,200.00
Full	13+ months	110%	71,500.00

All salaries shall be computed based upon a percentage of the 1st Class Career Firefighter/EMT rate.

Effective January 1, 2026 the salary for a 1st Class Firefighter/EMT shall be increased by an amount equal to one hundred percent (100%) of the Consumer Price Index for All Urban Consumers (CPI-U) for the selected local areas of Seattle-Tacoma-Bremerton as calculated for the period August 2024 to August 2025, by the U.S. Bureau of Labor Statistics (BLS), with a four percent (4%) minimum and a six percent (6%) maximum.

Effective January 1, 2027 the salary for a 1st Class Firefighter/EMT shall be increased by an amount equal to one hundred percent (100%) of the Consumer Price Index for All Urban Consumers (CPI-U) for the selected local areas of Seattle-Tacoma-Bremerton as calculated for the period August 2025 to August 2026, by the U.S. Bureau of Labor Statistics (BLS), with a four percent (4%) minimum and a six percent (6%) maximum.

Additional Premiums

IV Therapy Tech Two percent (2%) of Employee's base rate. Advanced EMT Five percent (5%) of Employee's base rate.

Premiums shall be computed based upon the Employee's base rate for their assigned classification. Premium shall not compound and shall be based on the highest certification held by the Employee.

Duty Officer Standby Pay

Employees assigned to act as Duty Officer shall receive two dollars (\$2.00) per hour for each hour of standby.

Longevity Pay

Upon completion of 5 years

One percent (1%) of Employee's base rate.

Upon completion of 10 years

Two percent (2%) of Employee's base rate.

Upon completion of 15 years

Three percent (3%) of Employee's base rate.

Upon completion of 20 years

Four percent (4%) of Employee's base rate.

Longevity Pay shall be computed based upon the Employees base rate for their assigned classification. Longevity pay shall not compound.