

**AGREEMENT BY AND BETWEEN**

**JEFFERSON COUNTY FIRE  
DISTRICT #1**



**AND**

**EAST JEFFERSON  
PROFESSIONAL FIREFIGHTERS  
(JCFD #1 Bargaining Unit)  
IAFF  
LOCAL 2032**



**2025 - 2027**

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**PREAMBLE**

This agreement is between Jefferson County Fire Protection District #1 (hereinafter called the Employer) and East Jefferson Professional Firefighters, IAFF Local #2032, JCFFD #1 bargaining unit (hereinafter called the Union). The Employer and the members agree that the efficient and uninterrupted performance of Employer functions is the primary purpose of this agreement, as well as the establishment of fair and reasonable compensation and working conditions for the members with the objective of serving the aforementioned purposes and with the further objective of fostering effective cooperation between the Employer and its members.

The Employer and its employees 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 general public.

**ARTICLE 1 - RECOGNITION**

SECTION 1. The Employer hereby recognizes the Union as the sole and exclusive bargaining representative of all full-time uniformed employees of Jefferson County Fire Protection District #1, excluding supervisors, confidential employees, and all other employees.

**ARTICLE 2 – UNION MEMBERSHIP AND DUES**

SECTION 1. 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. The parties agree that new recruits will be given up to 6 hours of UNION education in their first 14 days of employment by a designated UNION representative in order to receive a more complete explanation of all of the benefits of UNION membership. Employees desiring to become, and/or remain, a member of the UNION shall advise the EMPLOYER with an “opt-in” letter provided by the UNION that authorizes the withholding of regular UNION dues. Conversely, those who choose to “opt out” of UNION membership shall advise the EMPLOYER in the same manner.

SECTION 2. The Union agrees that membership in the Union will not be denied or terminated for any reason other than the failure of the employee covered by this Agreement to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union. The parties also agree that, when an employee fails to fulfill the above obligation, the Union shall provide the employee and the Employer within thirty (30) days notification of the Union’s intent to initiate an action discharging the employee from membership in the Union, and during this period, the employee may make restitution in the amount which is overdue.

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**ARTICLE 2 – UNION MEMBERSHIP AND DUES (continued)**

SECTION 3. The Employer agrees to deduct an equal amount each pay period for dues, initiation fees, and assessments in an amount certified to be current by the Treasurer of the Union from the pay of those employees who opt-in. The total amount of deductions shall be remitted each month by the Employer to the Treasurer of the Union. The Union agrees to indemnify, defend, and hold the Employer harmless from and against any and all claims, suits, orders, judgments, and other liabilities brought or issued against the Employer (including reimbursement for any attorneys' fees other expenses) by any person or entity as a result of any action taken by the Employer pursuant to the terms of this Article 2.

SECTION 4. Retired members of Local 2032 may participate as active retirees through the IAFF but are not entitled to any form of Union representation. Retired members will be responsible for their own dues which will not be taken from a payroll deduction.

**ARTICLE 3 – UNION BUSINESS**

SECTION 1. The Union agrees to conduct its business off the job as much as possible. The Union shall be allowed to hold its meetings in an Employer facility provided there is no interference with the routine or effectiveness of the Employer.

SECTION 2. Employees selected by the Union President shall be granted time off to perform Union functions, including attendance at conferences, conventions, and seminars. Per SOG 2000g, if a time-off slot is available for that day the selected employee shall use that slot. Union Leave counts towards maximum number of personnel allowed off. Approved prescheduled vacation days may be substituted for Union Leave and the unused vacation will be returned to the employee's bank. If no time-off slot is available at the time of scheduling, the selected employee shall be allowed time-off outside of Administrative Policy guideline for vacations subject to the provisions of Section 4 of this Article.

SECTION 3. Personnel allowed time-off with pay for union business, per Section 2, shall not exceed six twenty-four hour shifts per calendar year collectively

SECTION 4. Union Shift Trades: The Union shall provide for a replacement of equal classification to maintain required shift strength at no cost to the Employer for each Union member absent due to performance of Union functions and attendance at such convention meetings, seminars, and conferences. The Fire Chief, or designee, may waive the requirement for a replacement of equal classification. In the event that the scheduled replacement is unable to report for duty, and in the further event the Union does not supply an alternative replacement, the cost incurred by the Employer in obtaining a substitute employee shall be paid by the Union.

SECTION 5. 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.

SECTION 6. Off Duty Participation: The Union agrees that its members shall strive to respond to emergencies during normal off-shift hours when advised to do so by any of the normal methods of alerting, including telephone.

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**ARTICLE 4 – WORK STOPPAGE**

**SECTION 1.** The Employer and the Union agree that the public interest requires the efficient and uninterrupted performance of all services, and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective. The Union shall not cause or condone, and the employees shall not engage in any work stoppage, strike, slowdown, mass resignation or absenteeism or other interference with Employer functions and should same occur, the Union agrees to take appropriate steps to end such interference. Should any job action occur within the geographic jurisdiction of the Employer, employees may be required to cross an established picket line to perform emergency or non-emergency activities. The Employer agrees to meet at the Union's request to establish temporary procedures for emergency and non-emergency activities.

**ARTICLE 5 – NON-DISCRIMINATION**

**SECTION 1.** The provisions of this agreement shall be applied equally to all members in 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 – COMMITTEES**

**SECTION 1.** Labor Management: In order to improve Employer/Employee relations, both parties recognize the benefit of labor/management cooperation in improving communication, addressing operational issues, and for providing a better work environment. It is the intent of both parties to establish a committee to address specific projects or areas of concern as such needs are identified. The committee will meet no less than once every three months and both parties shall submit agenda items to be discussed in advance of such meeting. It is agreed that the Labor/Management committee shall have no collective bargaining authority and the parties will support the understandings reached by both parties. The committee shall be composed of a minimum of two representatives of and appointed by the Union, and a minimum of two representatives of the Employer.

**SECTION 2.** Safety: It is agreed that the Employer's Occupational Health and Safety Committee shall function as required by the RCW WAC 296-800-13020. It is further agreed that there shall be equal representation of a minimum of two members each of the Union and Employer on this Committee.

**SECTION 3.** The purpose of the committees shall be for making recommendations only and shall have no decision making or bargaining authority.

**ARTICLE 7 – SENIORITY/LONGEVITY**

**SECTION 1.** Seniority shall be determined by continuous service with the Employer from date of hire. Resignation, discharge, or retirement shall break continuous service. Longevity will mirror seniority and begin on the member's hire date as posted on the approved seniority list.

**SECTION 2.** 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/longevity previously accrued in the rank to which they return.

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**ARTICLE 7 – SENIORITY/LONGEVITY (continued)**

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SECTION 3. 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 publish it each year.

SECTION 4. In case of personnel reduction, lay-off shall be done by reverse order of seniority. Each employee laid off shall be placed on a reserve list for three (3) years in order of layoff. Available positions shall be filled from the reserve list on a last laid-off/first-hired basis before persons outside the list are hired. Reinstatement rights for any former employee shall expire three (3) years after the date of lay-off.

The Union shall cooperate with the Employer in maintaining a list of current addresses of laid off employees. The Employer shall send the notice of recall to the former employee at his/her last known address on file with the Employer by certified mail, return receipt requested. If any former employee fails to respond to the Employer, in writing, and confirm his/her acceptance of the offer of reinstatement within 14 days of the date of mailing of the foregoing notice of recall, that former employee shall have his/her name removed from the reserve list and shall forfeit any reinstatement rights.

To be eligible for reinstatement, those individuals on the reserve list must maintain all required certifications. Former employees recalled from the reserve list must pass the medical fit-for-duty exam to ensure their ability to safely perform the essential functions of the job, with or without a reasonable accommodation. In addition, the recalled individual must complete a training plan designed by the Fire Chief or his/her designee prior to going on shift.

SECTION 5. 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.

- A. 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.
- B. 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.
- C. 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 8 – PROBATIONARY PERIODS**

**SECTION 1.** All new employees will be required to serve a probationary period of twelve (12) months from the date of their employment. New employees may be discharged at any time during their probationary period, and such discharge shall not be subject to grievance arbitration.

- A. The Employer shall provide a written evaluation to the probationary employee at least quarterly. The probationary period may be extended an additional six (6) months if mutually agreed upon in writing by the Employer and the Union. Discharge at any point during a probation extension shall not be subject to grievance arbitration.
- B. If a probationary member is removed from full duty, that member's probation will be extended so that the employee successfully completes a minimum of 12 months of probation while on full duty. After completion of probation, the member's seniority and pay scale will resume as originally defined on their date of hire within the parameters of Article 7. This section does not apply to professional development and/or special assignments. Full duty is defined as an employee able to perform all aspects of the job description without restrictions.

**SECTION 2.** Promoted employees shall serve a probationary period of twelve (12) months. The Employer shall provide a written evaluation to the employee at least quarterly. If during that time the employee fails to perform the duties of the new position satisfactorily, he/she shall be permitted to return to his/her previous position without loss of seniority.

**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:

- A. Appointment of new employees
- B. Promotion
- C. Completion of Probation

**ARTICLE 9 – VACANCIES AND PROMOTIONS**

**SECTION 1.** The intent of this Article is to define a process for vacancies and promotions ensuring they are filled in an expeditious manner when feasible. The Employer and Union agree permanent vacancies and promotions shall be filled within 90 days unless filling the position would create an operational or financial hardship upon the Employer when a reduction of force is necessary.

- A. The Employer shall provide exam announcements and assessment criteria with at least 14 days' notice to the respective application closing date and at least 30 days prior to exam date. Examination elements and materials shall be reasonably related to the position.
- B. The Employer may conduct a recruitment or promotional exam to establish an eligibility list at its discretion. Eligibility lists are valid for one year unless an extension is deemed necessary and mutually agreed upon by the Employer and Union; providing input is obtained in a timely manner. The Employer will extend without input from the Union if feedback is protracted.

**ARTICLE 9 – VACANCIES AND PROMOTIONS (continued)**

- C. If the recruitment and/or examination processes do not yield any qualified candidates for a current vacancy or promotion, the Employer shall continuously recruit candidates until the positions are filled.
- D. Open recruitments include internal and external candidates.
- E. Internal recruitments are exclusive to internal members only, to include current employees, volunteers and resident volunteers in good standing.
- F. Exam scores and eligibility list shall be available to the candidates at the conclusion of the assessment/promotional/evaluation process. Once validated, the results shall be posted within 7 days.
- G. All entry-level and promotional applicants shall meet minimum qualifications according to the job description by the time of appointment; except as described in (Section 5).
- H. A well-qualified lateral candidate may be placed above step 1 of the pay scale (Appendix A) at the discretion of the Employer. This does not waive the probationary period. The well-qualified lateral candidate that would be considered for a higher pay step possess a combination of attributes, including: time in the profession, education, relevant certifications, instructor credentials, etc. In general, the candidate that possesses a higher number and/or variety of these characteristics will be considered for the higher pay step on Appendix A. The Employer shall have no obligation to make such an offer and may always chose to hire a lateral employee at the beginning step of the pay scale.

SECTION 2. “Rule of Five” Hiring and promotional decisions shall be based on the “Rule of Five”. The “Rule of Five” means the Fire Chief, or his/her designee, may select from among any of the top five scoring candidates available on the eligibility list for the particular position at issue.

If more than one position is available, the Rule of Five shall operate as follows:

- A. For the first appointment, the Fire Chief, or his/her designee, may select from among any of the top five scoring candidates available on the eligibility list for the position;
- B. After the first appointment is made, the Fire Chief or his/her designee may then select from the next top five scoring candidates available on the eligibility list for the position;
- C. The same process will continue for each position available until all vacancies for that particular position are filled.

SECTION 3. Vacancies for Firefighter/EMT employees may be filled using the open or internal recruitment processes at the discretion of the Employer.

SECTION 4. Vacancies for Medical Services Officer, Lieutenant, Captain and Battalion Chief positions shall utilize the recruitment process set forth below.



**ARTICLE 9 – VACANCIES AND PROMOTIONS (continued)**

- A. If available, the Medical Services Officer, Lieutenant, Captain and Battalion Chief vacancy shall be filled using a valid eligibility list. If a valid eligibility list is not available, an internal promotional exam shall be conducted.
- B. If available, the Medical Services Officer, Lieutenant, Captain and Battalion Chief vacancy shall be filled using a valid eligibility list. If a valid eligibility list is not available, an internal promotional exam shall be conducted.
- C. If at least three qualified candidates do not apply for the internal promotional process, or the exam does not produce any eligible candidates, the Employer may elect to conduct an open recruitment as described in Article 9, Section 1, C. An additional 90 days will be allowed when external recruitment is required.

**SECTION 5.** Vacancies for Firefighter/Paramedic positions shall utilize the recruitment process set forth below.

- A. If available, the Firefighter/Paramedic vacancy shall be filled using a valid eligibility list.
- B. If a valid eligibility list is not available, the Employer may select the following sequential processes:
  - i. An internal examination process shall be conducted establishing an eligibility list for admission to accredited and district approved Paramedic Training Programs at the Employer's expense for non-paramedic members that are accredited IFSAC Firefighter 1 by the time of appointment. If the process does not produce a qualified candidate the employer may elect to proceed to the next option as cited in ii. and iii. If the paramedic vacancies are too numerous or time critical the employer may use subsection ii. and iii. simultaneously with the process outlined in Subsection i.
  - ii. An examination process shall be conducted establishing an eligibility list for admission to a IFSAC Firefighter 1 Academy of the Employer's choosing, at the Employer's expense for members that are accredited as a paramedic in Washington State by the time of appointment.
  - iii. If at least three qualified candidates do not apply for the internal promotional process or the exam does not produce any eligible candidates, the Employer may elect to conduct an open recruitment as described in Article 9, Section 2. An additional 90 days will be allowed when an external recruitment is required.

**SECTION 6.** The Employer and the Union agree, to the extent feasible, to support and maintain a list of Acting Lieutenants, Acting Captains and Acting Battalion Chiefs, as qualified members are available. The acting list shall not be utilized as a promotional eligibility list.

**SECTION 7.** When an existing employee receives a promotion, they shall keep their current seniority, vacation, longevity and sick leave years based on their years of service. Promotions will not result in a wage regression. (eg: If a 4<sup>th</sup> step FF promotes to PM, their wage step remains the same). [See article 7 for seniority/longevity definition.](#)

**ARTICLE 10 – DISCIPLINE AND DISCHARGE**

SECTION 1. Employees may be disciplined or discharged for just cause, see appendix B. 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:

- A. verbal counseling (written for documentation purposes only),
- B. written reprimand,
- C. suspension without pay,
- D. reduction in rank, and
- E. 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. Employees shall be entitled to have union and/or legal representation present at any meetings between the employer (and the employer's investigator) and the employee regarding potential disciplinary action. The Employer shall use 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 the 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 his/her 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.

**ARTICLE 10 – DISCIPLINE AND DISCHARGE (continued)**

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 9. 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.

**ARTICLE 11 – GRIEVANCE**

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 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 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.

**ARTICLE 11 – GRIEVANCE (continued)**

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 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 with 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.

**SECTION 6.** Election of Remedies- Taking a grievance to arbitration under this Article 11 shall constitute an irrevocable election of remedies and a waiver of any and all rights by the Union, and persons represented by the Union, to litigate or otherwise prosecute the grievance and/or its subject matter in any court or other forum (such as, for example, a city, state or federal agency). Provided, however, if it is determined by the arbitrator that he/she has no power or authority to rule in the case, then it shall not constitute an election of remedies or a waiver of rights. Conversely, litigation of the subject matter of the grievance in any court or other forum shall also be deemed to constitute an election of remedies and an irrevocable waiver of any right to arbitrate the matter under this Agreement.

**ARTICLE 12 - RULES & REGULATIONS, STANDARD OPERATING  
PROCEDURES AND POLICY AND PROCEDURES**

SECTION 1. The Union agrees that its members shall comply with all Employer rules and regulations, standard operating procedures and policy, including those relating to conduct and work performance. The Employer and the Union agrees that its rules and regulations, standard operating procedures and policy and procedures which affect wages, hours, terms or conditions of employment or job performance shall be subject to the grievance procedure.

SECTION 2. Changes in policy which affect wages, hours, terms or conditions of employment are considered mandatory subjects for bargaining and shall be mutually agreed to between the Employer and the Union prior to their implementation.

SECTION 3. After a standard operating procedure or policy is signed and put into effect a copy will be electronically delivered 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 established monthly salary of each employee shall be multiplied by twelve (12) to obtain the annual salary, which shall then be divided by the total number of contracted hours.

SECTION 2. Firefighting personnel are subject to FLSA rules and their schedule shall be determined as follows:

- A. 365 days per year divided by three shifts will provide the approximate scheduled shifts per year. The average number of "Kelly" days will vary on a per shift basis from year to year depending on the number of dates a specific scheduled shift occurs on the calendar. For 24-hour dual role shift personnel the total number of contracted hours shall be 2520 hours per year.
- B. Kelly Day Formula:  $\# \text{ SCHEDULED SHIFTS PER CALENDAR YEAR} - [\text{CONTRACTED HOURS} \div 24] = \text{K DAYS PER ANNUM. eg. } 122 - [2520 / 24] = 17 \text{ Kelly Days.}$

SECTION 4. For twelve hour shift personnel the total number of contracted hours shall be 2520 hours per year. The average number of "Kelly" days will vary on a per shift basis from year to year depending on the number of dates a specific shift occurs on the calendar.

SECTION 5. For dayshift, 40 hours per week, personnel the total number of scheduled hours shall be 2080 hours per year. If assigned to dayshift the adjusted rate of pay shall be calculated by dividing the estimated or actual (as applicable) annual salary by 2080.

SECTION 6. Specifics are further spelled out in Article 17 "Hours Worked".

SECTION 7. When an employee Acts in a class above their normal position, they will be compensated at the step 1 wage of said class. Longevity and position incentives will be included in the calculation.

**ARTICLE 14 - OVERTIME AND CALLBACK**

**SECTION 1.** For the purpose of calculating Fair Labor Standards Act overtime for regular hours worked a work period of twenty-eight days will be utilized for twenty-four hour shift employees, eight days for 12-hour shift employees, and seven days for 40-hour shift employees.

**SECTION 2.** Except as otherwise provided in this Agreement, any employee who is required to perform work in excess of the recognized work hours, as established in Article 17 of this Agreement, shall be compensated at the overtime rate of pay for the position presently held. Examples include:

- A. When the employee is required to work beyond the employee's regular shift they will be compensated for a minimum of thirty minutes at time and one-half.
- B. When an off-duty employee is required or toned-out to respond to an emergency or service call they will be compensated with a minimum of two hours of overtime pay.
- C. When an off-duty employee is required to attend meetings such as Staff Meetings, Base Station/Run review, Competency Based Training (CBT), or other such meetings they will be compensated for a minimum of two hours of overtime.
- D. When an off-duty employee is required to or assigned to teach a CPR or CBT Class, they will be compensated for a minimum of two hours of overtime.
- E. When an off-duty employee is scheduled to instruct a class on behalf of the Employer, they shall be compensated for actual hours instructing and reasonable preparation and clean-up time with a minimum two hours of overtime.
- F. Members scheduled for a Kelly day have the first right to accept or refuse the overtime for their scheduled Kelly day providing it generates an overtime situation and the member meets the minimum qualifications for the position that is open (refer to SOG 2000I OT & Call Backs.)
- G. In the event that the overtime is required to fill a shift, 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.
- H. The overtime rate of pay shall be one and one-half times the basic rate of pay as defined in Article 15 of this Agreement; the overtime rate shall apply to acting pay where the employee is actually working out of rank.
- I. The employee shall be paid at the overtime rate for a minimum of two hours for each occurrence of all the time worked outside of their regularly scheduled hours of work. The aforementioned two hours minimum shall not apply to employees held over for an alarm, past termination of their scheduled shift or answering an alarm with two hours prior to the start of their scheduled shift.
- J. Employees shall receive overtime for periods before and after scheduled shifts for those periods exceeding 30 minutes. Overtime shall be paid thereafter in 15 minute increments.

**ARTICLE 14 – OVERTIME AND CALLBACK (continued)**

- K. The Employer reserves its management right to mandatory any bargaining unit member to meet minimum staffing, per policy. Members on duty shall not be relieved from duty until proper relief is obtained. Mandatory assignment for the balance of the shift may occur only after both the union callback list and active per diem lists have been exhausted. Per diem lists must consist of IAFF members and be mutually agreed upon by the Employer and the Union.

**SECTION 3.** If an employee has agreed to work overtime and the Employer cancels the overtime with less than 12 hours notice, the employee shall be paid a two hour minimum at the overtime rate.

**SECTION 4.** Compensatory time shall be defined as time off 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.

- A. Compensatory time shall be allowed to be carried over from one year to the next. Upon termination or retirement, employees shall be compensated for all compensatory hours accrued at their regular hourly rate of pay.
- B. Compensatory Time shall be taken off in accordance with Employer Policies. Each employee's bank of compensatory time will be maintained at a maximum balance of 240 hours or less using the following process:
- C. The maximum balance of two-hundred-forty hours will be calculated by applying compensatory time *as it is earned* minus all pre-approved and scheduled compensatory time off (within the current calendar year).
- D. When an employee cancels compensatory time, the time will be added back into the employee's bank of compensatory time. In circumstances when the cancellation of compensatory time off results in a balance exceeding the maximum allowable hours, one of the following shall occur:
- i. The employee shall (at the same time of cancellation) request and receive approval for compensatory time off to reduce the compensatory bank to, at or below the maximum two-hundred-forty hours.
  - ii. All excess hours will be processed for payment to the employee on the next available payroll processing period.

**SECTION 5.** Currently EJFR's executive chiefs provide availability for threshold events after hours and weekends; the term Staff Officer is used for this assignment. In the case of a Staff Officer vacancy where the employer recognizes a need for operational depth on a given day, Battalion Chiefs and Acting Battalion Chiefs will be provided standby pay for either 24hr (0800-0800) or 12hr shifts (0800-2000 and 2000-0800). The compensation for each 24hr shift will be a stipend equal to four hours of the employee's normal Battalion Chief overtime rate. For a 12hr shift, a stipend equal to two hours of the employee's normal Battalion Chief overtime rate will be provided. Members on Standby will remain within the mile distance outlined in the SOG 3002f and operationally ready to respond as needed. When the Standby Staff Officer is required to



**ARTICLE 14 – OVERTIME AND CALLBACK (continued)**

respond, they will be compensated at their normal Battalion Chief/Acting Battalion Chief overtime rate as described within applicable SOP/SOG's. The call back procedure for Standby Shift Officer will mirror standard callback procedure outlined in EJFR SOG 2000I. The decision to fill or to not fill the Standby Staff Officer position shall be at the sole discretion of the Fire Chief or designee.

**ARTICLE 15 – SALARIES**

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 an agreed upon Deferred Compensation Program. 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.

SECTION 3.

- A. Effective January 1st, 2025 (or upon full ratification of the CBA by both parties, whichever occurs later), represented employees shall receive a 3.8% COLA increase and an additional 4.7% wage adjustment.
- B. Effective January 1st, 2026, represented employees shall receive a Cost of Living Adjustment (COLA) based upon 100% of the Seattle-Tacoma- Bellevue CPI-U, from June to June of the previous year, with a minimum of 1.5% and a maximum of 5%. Additionally, employees will receive 50% of the percentage of the CPI-U above 5% (if any) - up to a maximum of 7%. For example, if the CPI-U was 7%, the employees would receive an additional 1% on top of the 5% maximum (.50% x 2 = 1%).
- C. Effective January 1st, 2027, represented employees shall receive a Cost of Living Adjustment (COLA) based upon 100% of the Seattle-Tacoma- Bellevue CPI-U, from June to June of the previous year, with a minimum of 1.5% and a maximum of 5%. Additionally, employees will receive 50% of the percentage of the CPI-U above 5% (if any) - up to a maximum of 7%. For example, if the CPI-U was 7%, the employees would receive an additional 1% on top of the 5% maximum (.50% x 2 = 1%).

SECTION 4. Each employee shall contribute \$25.00 per pay period, from their salary, toward the HRA VEBA Plan. The employer also agrees to contribute \$250/month to an HRA/VEBA account for each bargaining unit member.

**ARTICLE 16 – 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 bargaining unit members, 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,



**ARTICLE 16 – MANAGEMENT RIGHTS (continued)**

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 made in accordance with R.C.W. 41.56.

**ARTICLE 17 – HOURS OF WORK**

SECTION 1. The work schedule for all 24-hour shift members shall be based on a 28-day FLSA work period. There are 13 work cycles per calendar year. Shift change for 24-hour shift members shall be at 0800 hours.

- A. The cycle for all 24-hour shift members shall be the 48/96 shift, known as the “48/96”. The 48/96 is a three platoon system where the employee works two (2) consecutive twenty-four (24) hour shifts for a total of forty-eight (48) hours, followed by ninety-six (96) hours off duty. A typical work schedule is as follows: X= work day, O= day off (example) XXOOOOXXOOOO, (cycle repeats).
- B. A shift will consist of twenty-four (24) hour period.
- C. The 48/96 does not apply to employees assigned to day shift or modified schedules per SOG 2000m.

SECTION 2. The weekly schedule for all Dayshift members shall be 40 hours in a 7-day work period, Sunday – Saturday.

- A. The standard work schedule for dayshift staff shall be Monday through Friday, unless approved by the Employer. A 40-hour schedule may include eight or ten hour workdays. Other alternatives may be requested and considered by the employer.
- B. Members assigned to dayshift shall perform scheduled duties during hours assigned by the Chief or designee.
- C. Day shift personnel are entitled to one (1) ½ hour paid meal break when they work at least a 5-hour shift; and two (2) ten 10 minute paid rest break for every 4 hours worked i.e., one rest break in the morning and one in the afternoon.

SECTION 3. Members assigned to a 12-hour or Day Shift shall perform scheduled duties during hours as assigned by the Chief or his/her designee.

- A. The schedule of 12-hour shift employees shall be 4 shifts on in a 7-day work period.
- B. Any hours worked over the employee’s scheduled 12-hour shift shall follow contract Article 14 – “Overtime and Callback.”

**ARTICLE 17 – HOURS OF WORK (continued)**

- C. If the need for a 12-hour or Day shift employee arises the position will be open annually for voluntary assignment by seniority and class as described by the employer. If vacant, lowest seniority shall be assigned.
- D. At no point will there be more than three members, assigned to the 12-hour shift schedule.
- E. Day shift personnel are entitled to one (1), ½ hour paid meal break when they work at least a 5 hour shift; and two (2), ten (10) minute paid rest break for every 4 hours worked i.e., one rest break in the morning and one in the afternoon.

SECTION 4. Employees shall have the right to exchange shifts. Request for Leave/Shift Trade must be completed and approved via electronic staffing software by the Fire Chief or their designee.

SECTION 5. Employees may bid for shifts once per contract cycle. The Employer will provide a staffing matrix, identifying how many employees of each rank per shift. The Local members will bid starting with the most senior member and working their way down the seniority list.

SECTION 6. Members shall be given 30 days' notice, prior to moving shifts, with the exception of an emergency situation, or both parties agreeing to a shorter timeline.

SECTION 7. Members will be allowed to take their accrued time off, including Kelly days, holidays and vacation, in compliance with the collectively bargained minimum staffing policy and related SOG's.

**ARTICLE 18 – SICK LEAVE**

SECTION 1. Employees enrolled in the LEOFF II Retirement System will accumulate sick leave as follows:

- A. Employees assigned to the 12 or 24-hour shift shall accumulate paid sick leave at the rate of 16 hours for each full month of service to a maximum of 1440 hours. Sick leave accumulation in any one year may be carried over to succeeding years up to the maximum allowable amount.
- B. Employees assigned to a 40 hour work week shall accumulate paid sick leave at the rate of 13 hours for each full month of service up to a maximum of 1050 hours. Sick leave accumulation in any one year may be carried over to succeeding years up to the maximum allowable amount.
- C. When an employee transfers from the Three-Platoon Shift to other than the Three-Platoon Shift (or vice-versa) they shall have their sick leave hours converted to their new shift assignment utilizing the appropriate conversion factor of 40/48 or 48/40, whichever is applicable.
- D. Sick leave shall not accrue during layoff, unpaid leave of absence or when utilizing a Leave of Absence.

**ARTICLE 18 – SICK LEAVE (continued)**

**SECTION 2.** New employees on a 48/96 schedule will be granted 192 hours of sick leave at their time of hire, but will not accrue further sick leave consistent with Section A until starting their 13<sup>th</sup> month of employment. New employees on a 40 hour schedule will be granted 156 of sick leave at their time of hire, but will not accrue further sick leave consistent with Section A until starting their 13<sup>th</sup> month of employment.

**SECTION 3.** In the event an employee is absent due to illness or injury for which the employee is receiving payment from Worker's Compensation, the District's obligation shall be limited to the difference between the employee's regular wages and the amount received from the State. Earned, but unused, sick leave shall be charged on a pro-rated basis.

**SECTION 4.** Sick Leave Usage: Sick leave shall be granted for the following:

- A. Personal illness, injury, or incapacity of the employee, including any related emergency care.
- B. Enforced quarantine of the employee by a public health official.
- C. Family Sick Leave: Sick leave may be used to care for your immediate family when they have an illness/injury that requires supervision or treatment. This includes care of a family member as defined by the State of Washington.
- D. Scheduled medical appointments which, due to circumstances, cannot be scheduled while off duty. This usage applies only to employees' assigned day shift positions.

**SECTION 5.** In circumstances when sick leave is not pre-approved, an employee must immediately notify the Battalion Chief or designee and enter the sick leave in the staffing software when taking or going out on sick leave. Sick leave notification must be confirmed via phone according to SOG 2000g Time Off.

- A. In the interest of an individual employee and shift team safety the Fire Chief may also require an employee to obtain a written certification of the employee's condition and ability to perform the full-scope responsibilities of the employee from the employee's health care provider after seventy-two consecutive hours of utilized sick leave (24 Hour shift employees) or Forty hours (Day Shift Employees). Time spent obtaining Employer physician verification will be done at the cost of the Employer.
- B. The Fire Chief (or designee) has full authority to require an employee, who shows signs and/or symptoms that they may be unfit for duty, to see a physician or other medical specialist. An employee that is found to be unfit for duty will be placed on sick leave or disability. An employee found to be fit for duty will not be debited with any sick leave used to determine fitness for duty.

**SECTION 6.** The Employer may agree to allow employees to donate sick leave to members who may have exhausted their leave due to extenuating circumstances.

**ARTICLE 18 – SICK LEAVE (continued)**

- A. The maximum amount of sick leave that an employee may carry is one-thousand-four-hundred-forty (1,440) hours. Sick leave hours earned in excess of one-thousand-four-hundred-forty (1,440) hours will be paid out to the employee's VEBA account at a rate of fifty percent (50%) of the affected employee's hourly rate. Such payments will be made one time per year, on the last pay period of the year.
- B. Upon retirement, layoff or other voluntary separation of employment, accrued sick shall be reimbursed at fifty percent (50%) of the affected employee's hourly rate of pay towards the employee's choice of either the VEBA program or the MERP program. The affected employee must have at least 720 hours accrued at the time of separation to be eligible for reimbursement and the reimbursement will be for no more than 1,440 hours. Such payment shall be made at the time of separation, or retirement, however, no payment shall be made if an employee is terminated.
- C. The process described in Section 6 A & B will apply to day shift employees with a cap of 1050 hours.

SECTION 7. This document shall not supersede any Washington State or federal law that may take effect within the duration of this contract.

SECTION 8. The Employer will also provide the following supplemental benefits to existing State and Federal Family Leave requirements:

- A. The District designates sick, vacation, comp, and holiday leave as a "supplemental benefit." The sick leave bank shall be exhausted prior to using other accrual banks. Employees may use such available leave to remain on paid status even if the employee also seeks PFML benefits in the same week. The employee cannot utilize benefits in a way that exceeds 100% of their regular salary or wages.
- B. The employee may opt to "buy back" accrued leave with their Employment Securities Department (ESD) payment in the order that it is used. The employee shall turn over payment to the district within 21 business days of receiving PFML benefits. The District then shall calculate the number of accrued leave hours the employee may buy back based on the employee's regular hourly wage.

**ARTICLE 19 – 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 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.

**ARTICLE 19 – MODIFIED DUTY (continued)**

**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 ½ 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 20 - MILITARY LEAVE**

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

**ARTICLE 21 – JURY/COURT DUTY**

**SECTION 1.** All employees shall be allowed necessary leave to serve as a member of a jury. During such leave, employees will be paid at their regular rate of pay. Any jury duty pay (exclusive of expenses) received for his service on a workday shall be reimbursed to the Employer. The Employer has the right to request for dismissal of an employee from serving on jury duty.

**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 on a jury or waiting to be impaneled.

**SECTION 3.** When an employee is required to appear in court on their time off, as a direct result of proper activity as an employee of the Employer, he/she shall be given court leave. Such leave shall be compensated at the rate of one and one half times of the actual hours requiring their presence in court. The employee shall have the responsibility to communicate with the court system to determine the actual time requiring their presence. Any compensation received for such court appearances shall be turned over to the Employer.

**ARTICLE 22 – BEREAVEMENT LEAVE**

**SECTION 1.** Regardless of shift assignment, the employee will receive three shifts of paid leave for each event of death or serious illness in their immediate family. More time may be allowed off with approval of the Employer. Special circumstances regarding the use of bereavement leave occur from time to time. If such a circumstance occurs, the matter will be resolved at the discretion of the Fire Chief.

**ARTICLE 22 – BEREAVEMENT LEAVE (continued)**

**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.

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**ARTICLE 23 – LEAVE OF ABSENCE**

SECTION 1. A leave of absence, without pay or benefits, may be granted to 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.

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

**ARTICLE 24 – SHIFT TRADES**

SECTION 1. Requests for shift trades shall not result in any cost to or interfere with the operation of the Employer and must be voluntary.

SECTION 2. The Fire Chief or designee shall approve shift trades. Employees requesting a shift trade must possess an equal rank, specialty or the ability to act in a higher classification with the person they are trading with.

SECTION 3. The Employer has no obligation to ensure or facilitate the repayment of shift trades between employees.

SECTION 4. If the substituting employee fails to appear to work, the substituting employee shall be obligated to pay the time back at the discretion of the Employer. If the employee who is to provide the relief is on unpaid leave or is no longer employed by the Employer, responsibility for the shift returns to the employee requesting the relief. All proper notifications must be made in such situations. Failure to provide relief will result in loss of vacation time equal to the cost of filling the position.

SECTION 5. Employees shall not be allowed to be on continuous duty in excess of seventy-two (72) hours, except as approved by the Chief or their designee.

SECTION 6. Employees engaged in a trade, whether on Kelly Day or not, shall not be eligible for overtime on the date of the trade.

**ARTICLE 25 – VACATION**

SECTION 1. Each member shall be granted vacation leave in accordance with the following, after completion of one year of service from the date of hire. For the purpose of vacation leave only, the hire date will be prorated to the preceding January 1<sup>st</sup> after the first of the year.

**ARTICLE 25 VACATION (continued)**

<b>24 Hour Shift</b>			<b>Day Shift</b>		
After	1 year	5 shifts/120 hours	After	1 year	100 hours
After	2 years	6 shifts/144 hours	After	2 years	120 hours
After	4 years	7 shifts/168 hours	After	4 years	140 hours
After	6 years	10 shifts/240 hours	After	6 years	200 hours
After	11 years	12 shifts/288 hours	After	11 years	240 hours
After	16 years	14 shifts/336 hours			
After	20 years	15 shifts/360 hours			

**SECTION 2.** When an employee is transferred from one work schedule to another work schedule, their accrued vacation and accrual rate shall be adjusted by the appropriate conversion factor.

**SECTION 3.** Any unused vacation on the last pay period of the year shall be dispersed by the following methods:

- A. Vacation Hours will be multiplied by the affected employee's regular hourly wage and 50% will be added to the said employee's next paycheck.
- B. The remaining 50% will be deposited into the said employee's VEBA account.

**SECTION 4.** Members shall schedule their vacation no later than December 15th of the present working year. Vacations shall be granted upon the seniority basis. There shall be two rounds of scheduling of up to a maximum of 50% accrued leave for each round. Any vacation scheduled after December 15th shall be on a first come, first serve basis, depending on the requested time off. **The following days are not eligible for vacation picks by any member: Thanksgiving Day, Christmas Eve, and Christmas Day.** Shift trades and scheduled Kelly days are the exception to the rule.

**SECTION 5.** Upon termination or retirement, the employee shall be compensated for any unused vacation time following the same procedure outlined in SECTION 3.

**ARTICLE 26 – HOLIDAYS**

**SECTION 1.** 40 hour per week employees shall receive these days off. At the discretion of the employee they may bank their holiday, hour for hour, using the staffing software. When the employer requests the 40-hour employee to work a holiday, the employee will be compensated with OT for hours worked.

New Years Day	Martin Luther King Day	Presidents Day
Memorial Day	Independence Day	Labor Day
Veterans Day	Thanksgiving Day	Thanksgiving Friday
Christmas Day	Floating Holiday	Juneteenth



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**ARTICLE 26 – HOLIDAYS (continued)**

SECTION 2. Each 24-hour employee shall be granted ninety-six (96) hours of holiday leave annually, on the January 5<sup>th</sup> paycheck after completion of one year of service. Accrued but not used holiday leave will be treated in the same manner as unused vacation hours in Article 25.

SECTION 3. In the event a shift is scheduled to work both Christmas Eve and Christmas Day, the 48 shall be split with another shift to avoid putting any one shift on duty for both days. For example, if A shift is scheduled to work December 24 and 25, either B or C shift shall trade 24 hours and work one of the days. This exchange will be equally rotated between shifts when this occasion reoccurs, this shall be decided by December 15 of the previous year to permit advanced scheduling.

**ARTICLE 27 – INSURANCE**

SECTION 1. The employer will provide the WFCB PPO Comp 1 insurance and the traditional dental with orthodontia at no cost to the employee.

SECTION 2. Employees will contribute 15% towards dependent monthly premium for WFCB PPO Comp 1 insurance and traditional dental with orthodontia for the duration of this contract. Dependent co-payments shall be made pre-tax, in accordance with section 125, as long as the Local is participating in the WFCB Insurance.

SECTION 3. The Employer will provide the cost of the Washington State Council of Firefighters Medical Expense Retirement Plan for each employee in the amount of \$75.00 per month.

SECTION 4. The Employer shall maintain an accidental death and disability policy on all employees covered by this Agreement.

**ARTICLE 28 - JOB DESCRIPTIONS AND WORK ASSIGNMENTS**

SECTION 1. The Union agrees that its members shall comply with their existing job descriptions. Where changes in the job descriptions constitute mandatory subjects of bargaining, the Employer and the Union shall bargain prior to implementation.

SECTION 2. Employees shall be assigned work that is consistent with recognized appropriate job descriptions and be provided with adequate training that will assist them in completing their assignments.

**ARTICLE 29 – SPECIAL ASSIGNMENTS**

SECTION 1. For special assignments, interested members shall submit a letter of interest to the Fire Chief. The Fire Chief shall select the most qualified applicant, as determined at their discretion, to fill the position. If a qualified member selection creates a vacancy below the authorized operational staffing level, then the Fire Chief will backfill the vacant position with a fulltime suppression FTE assigned to the vacated shift. In that event, the terms and conditions of that individual's employment shall be governed by the District's policies, rules and procedures.

SECTION 2. If an employee assigned to a special assignment requests to be re-assigned to operations, it may be accomplished one of the two sequential ways described below.



**ARTICLE 29 – SPECIAL ASSIGNMENTS (continued)**

- A. After completion of their initial 24 month assignment, formally request re-assignment to operation via the Fire Chief. Another eligible employee will take over the special assignment on a voluntary basis. If no one eligible volunteers, one will be assigned by least seniority in grade. This will not result in a reduction of rank.
- B. If no other eligible employees exist, they may formally request a Reversion through Article 38.
- C. If an employee experiences a personal hardship they may formally request to be returned to their previously held position at the Fire Chief's discretion. An attempt will be made to fill the currently held position and return them to their previous role, at no cost to the district.

SECTION 3. If the employer chooses to dissolve the special assignment position, the member(s) serving in that position will be returned to operations with no reduction of rank. Example: The Captain assigned to Training would return to shift as a Fire Captain.

SECTION 4. Members filling a special assignment will not be subject to mandatory callback or staffing.

**ARTICLE 30 – UNIFORMS AND PROTECTIVE CLOTHING**

SECTION 1. A new employee shall receive the minimum uniform requirement for a uniformed employee, (see Employer's Uniform SOG).

- A. After a new employee successfully completes their one-year probationary period, the Employer will supply them with the appropriate Class A dress uniform. Replacement dress uniforms will be the responsibility of the employee utilizing their clothing allowance.
- B. Annual Clothing Allowance: Each employee shall receive a \$600.00 clothing allowance credit on January 1 of each year. The clothing allowance will be placed in a bank which will be debited as the employee submits qualified clothing allowance expenses. Approved clothing allowance items are in the Employer's Uniform SOG.
- C. Items purchased on credit by the employee on an Employer account will pay any cost difference exceeding their accrued clothing allowance balance via monthly payroll deduction.
- D. Employees shall be allowed to accrue and carry over any clothing allowance balance to the succeeding year. The maximum clothing allowance accrual shall not exceed \$1200.00.

SECTION 2. Protective clothing, equipment, and devices required for employees to perform their duties, shall be furnished to the employee by the Employer, with the exception of approved clothing items listed in the Employer's Uniform SOG which are intended to be purchased from the employee's clothing allowance.

**ARTICLE 30 – UNIFORMS AND PROTECTIVE CLOTHING**

**(continued)**

- A. All protective clothing and devices, either supplied by the Employer or purchased by the employee for on-duty use, shall conform to Washington State Vertical Standards and the Employer's Uniform SOG.

SECTION 3. Maintenance: Each employee shall be responsible to wear appropriate and well-maintained uniforms at all times. It shall be the employee's responsibility to provide for the maintenance and care of uniforms.

SECTION 4. Employer Property: 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 SOG 2000d. This Section constitutes each employee's consent for the foregoing paycheck deduction(s).

**ARTICLE 31 – WELLNESS**

SECTION 1. The physical fitness program shall be a positive program and not punitive in design; allowing for age and position in the department, allowing for on-duty 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.

SECTION 2. Physical fitness activities shall be deemed as high priority with the exception of emergency response and operational readiness. Twenty-four (24) hour shift employees will be allowed, at a minimum, one (1) hour per shift for the purpose of physical fitness. Day shift personnel will be allowed two (2) hours of physical fitness per week. Modified duty personnel shall be permitted physical fitness, one (1) hour per shift as permitted within their work restrictions.

SECTION 3. Each employee has access through their provided medical insurance to a variety of employee assistance programs. The Employer will pay any co-payments associated with these services upon being submitted.

**ARTICLE 32 – RESIDENCY**

SECTION 1. No residency requirements shall be applied to any Union represented full time employee.

**ARTICLE 33 – MILEAGE**

SECTION 1. Employees required to use their private automobiles while on official Fire Employer business shall be compensated at the current GSA rate.

**ARTICLE 34 - RETENTION OF BENEFITS**

**SECTION 1.** All rights and privileges relative to wages, hours and working conditions held by employees at this time even though not identified in this Agreement, shall remain in full force and effect unless changed within the provisions of RCW 41.56.

**ARTICLE 35-EMPLOYEE PROFESSIONAL DEVELOPMENT**

**SECTION 1.** Both the District and the Union recognize the mutual benefit of facilitating training opportunities that allow the District's employees to maintain core competencies while promoting vocational growth (professional development) within their current position/rank and beyond. The parties intend this Article to be applicable to all employees in support of the foregoing purpose. The Employer agrees to maintain SOG's for identifying, supporting and implementing various training elements, ensuring a consistent process. Unless the training or education is specifically required as referenced within the CBA, the District may grant or deny an employee's request for reimbursement as determined by the Fire Chief or designee.

**SECTION 2.** Required Training/Education - When the Employer requires an employee to attend fire service schools, classes, emergency medical training or other specialized training for current job classification, the actual cost of tuition, books and necessary and reasonable travel, meals and lodging expenses shall be paid for by the Employer. When requested, payment of authorized expenses shall be made in advance.

- A. When the Employer requires an employee to attend schools, training or departmental meetings while off duty, the employee shall be compensated at the overtime rate of pay. The Employer may schedule such training during their duty time in which case the employee shall be compensated at the regular rate of pay. As allowable within the CBA, the employer reserves the option of placing the employee on an alternate schedule during the required Training/Education.
- B. The District will pay tuition and overtime (when off duty) for required training for Fire and EMS, certification and maintenance, per District Policy and Washington State Certification requirements. The District will pay overtime for required base stations for both PM and ILS personnel.

**SECTION 3.** Elected training and education - at the discretion of the Fire Chief, or designee, training expenses (tuition, materials and books only) may be reimbursed from the training budget as funds are available; these professional development opportunities are intended to be off-duty (uncompensated), unless explicitly cited herein. These training opportunities, when permitted by the District, shall be subject to the following parameters:

- A. The pursuit of industry related college degrees and specialized credential programs are encouraged for all career members. Employees who successfully complete probation may be eligible to receive District support for college classes, fire service related schools and training, emergency medical training, specialized training and other educational opportunities that are within or outside of their current job description; activities that are within their current job description shall retain priority for training requests. Probationary employee participation will be considered at the discretion of the Fire Chief or designee.

**ARTICLE 35-EMPLOYEE PROFESSIONAL DEVELOPMENT**

**(continued)**

- B. Support for college degrees and specialized credential programs shall be industry related such as Fire and Emergency Services Higher Education (FESHE), National Fire Academy (NFA) programs or similar, subject to approval by the Fire Chief or designee. Related coursework (tuition, materials and books only) shall qualify for reimbursement. Reimbursement consideration for individual college classes not part of an approved education track shall be job or occupation related.
- C. Subject to operational feasibility, as determined by agreed upon minimum staffing, any employee may be afforded the opportunity to participate in “in- house” or “on-site” specialty focused training while on or off duty, such as a hosted class or training event, provided they are properly trained and equipped. Operational staffing levels will not be interrupted, nor will they include mandatory filling of vacancies to reach or maintain appropriate staffing levels to accommodate aforementioned training.
- D. The Employer may allow the use of a District vehicle to and from an elected educational event, subject to availability, upon advanced written request and approval from the Fire Chief or designee.
- E. If the employee leaves the employ of the District for any reason, college courses and/or non-required training outside their job description completed within one (1) year, for which he/she received reimbursement from the District, is subject to repayment for the full amount of the reimbursement paid by the District (and, in this event, the District shall be authorized to deduct this amount from the employee’s final paycheck from the District).

SECTION 4. Training priorities will remain within current job descriptions. At the discretion of the Fire Chief or designee employees may apply for and participate in formal training activities within or outside of their current job description as described in Article 35, in conjunction with applicable SOG’s, these professional development opportunities are intended to be off-duty (uncompensated), unless explicitly cited herein.

SECTION 5. Training support for professional development opportunities is intended to be separate and distinct from promotional opportunities listed in Article 9.

**ARTICLE 36 – PARAMEDIC TRAINING**

SECTION 1. When volunteer or volunteer FIT’s are selected to attend Paramedic training, they are not represented by the Union.

SECTION 2. When career members are selected to attend Paramedic training the following shall apply:

- A. The member(s) may be scheduled to work a different schedule to meet training requirements. Member(s) will receive their regular monthly salary and will not be eligible to work overtime.
- B. In the event a career member(s) is removed, or resigns from the program, the following shall apply:
  - i. The member(s) shall drop back to their previously held position.

**ARTICLE 36 – PARAMEDIC TRAINING (continued)**

- ii. The member(s) will not be eligible for paramedic training again.
- C. Upon successful completion of the Paramedic training program, members will be required to work for the Employer for a minimum of 5 years. Early separation from the Employer will result in the member(s) paying a \$100,000 reimbursement for the training. This reimbursement will be broken down per month based on the remaining time of their contract.
  - i. Total monthly cost will be based on the \$100,000 obligation divided by 60 months (5 years). Each remaining service month equates to a total of \$1,666.67.  $\$100,000/60\text{months}=\$1,666.67$ .
  - ii. The member's time worked under the contract will be subtracted from the original 60-month obligation.
  - iii. Payment to the Employer shall be divided over months remaining on contract.
  - iv. Example: Employee A begins working post medic school on August 1st of 2014. Employee A wishes to separate from the Employer on April 1st of 2016.  $60(\text{duration of contract})-20(\text{months served}) = 40$  months remaining on contract.  $40(\text{remaining months}) \times \$1,666.67(\text{cost per month}) = \$66,666.67$  remaining cost to member wishing to separate.

**ARTICLE 37-FACILITIES TECHNICIAN**

**SECTION 1.** This article applies to FTE's hired specifically in the capacity of Facilities Lead or Facilities Technician. If not specifically addressed in this Article, the Facilities Lead and Technician will be covered by all preceding and subsequent articles within this CBA.

**SECTION 2.** Seniority for FTE's covered under this article will be consistent with Article 7. Seniority Lists will be divided into Uniformed and Non-Uniformed with the two lists having no correlation or effect on each other.

**SECTION 3.** All new employees covered under this article will be required to serve a probationary period of six months from the date of their employment. New employees may be discharged at any time during their probationary period, and such discharge shall not be subject to grievance arbitration.

- A. The Employer shall provide a written evaluation to the probationary employee at least quarterly. The probationary period may be extended an additional three months if mutually agreed upon in writing by the Employer and the Union. Discharge at any point during a probation extension shall not be subject to grievance arbitration.
- B. If a probationary member is removed from full duty, that member's probation will be extended so that the employee successfully completes a minimum of 6 months of probation while on full duty. After completion of probation the member's seniority and pay scale will resume as originally defined on their date of hire.

**SECTION 4.** The Employer and Union agree permanent vacancies and promotions shall be filled within 90 days unless filling the position would create an operational or financial hardship upon the Employer when a reduction of force is necessary.

**ARTICLE 37-FACILITIES TECHNICIAN (continued)**

- A. The position will be initially listed internally for 14 days. If at least three qualified candidates do not apply for the internal recruitment process, or the exam does not produce any eligible candidates, the Employer may elect to conduct an open recruitment as described in Article 9, Section 1, C. An additional 90 days will be allowed when external recruitment is required.
- B. A well-qualified lateral candidate may be placed above step 1 of the pay scale (Appendix A) at the discretion of the Employer. This does not waive the probationary period. The well-qualified lateral candidate that would be considered for a higher pay step possess a combination of attributes, including: time in the profession, education, relevant certifications, instructor credentials, etc. In general, the candidate that possesses a higher number and/or variety of these characteristics will be considered for the higher pay step on Appendix A. The Employer shall have no obligation to make such an offer and may always chose to hire a lateral employee at the beginning step of the pay scale.

SECTION 5. Employees covered under this article will receive overtime compensation at a rate of one and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of forty (40) in a workweek. Management will authorize overtime to employees.

SECTION 6. For purposes of calculating overtime, all hours spent performing assigned duties will be considered time worked. However, an employee who is directed by the Fire Chief or designee to perform work in excess of their normal schedule shall be entitled to overtime pay regardless of the number of hours worked in the week.

SECTION 7. The Employees covered under this article shall be paid at the overtime rate for a minimum of two hours anytime they are required to return to work outside of their regularly scheduled hours. The aforementioned two hours minimum shall only apply to callbacks and does not apply to work less than two hours before or after their scheduled shift. Calls or work requests that do not require travel to the worksite do not constitute a callback and will be compensated at the overtime rate equivalent to time worked in 15 minute increments.

SECTION 8. Compensatory time shall be consistent with Article 14 Section 4.

SECTION 9. 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.

- A. The Employer will participate in and encourage the employees to enroll in a Deferred Compensation Program. 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.

SECTION 10. The weekly schedule shall be 40 hours in a 7-day work period, Sunday – Saturday.

- A. The standard work schedule staff shall be Monday through Friday, unless approved by the Employer. A 40-hour schedule may include eight or ten hour workdays. Other alternatives

may be requested and considered by the employer.

- B. Personnel are entitled to one (1) 1/2 hour paid meal break when they work at least a 5-hour shift; and two (2) ten 10 minute paid rest break for every 4 hours worked i.e., one rest break in the morning and one in the afternoon.
- C. Members shall be given 30 days' notice, prior to changing schedules, with the exception of both parties agreeing to a shorter timeline.

**SECTION 11.** Employees enrolled in the PERS Retirement System will accumulate sick leave as follows:

- A. Employees assigned to a forty (40) hour work week shall accumulate paid sick leave at the rate of 12 hours for each full month of service up to a maximum of 1050 hours. Sick leave accumulation in any one year may be carried over to succeeding years up to the maximum allowable amount.
- B. Sick leave shall not accrue during layoff, unpaid leave of absence or when utilizing a Leave of Absence.

**SECTION 12.** The vacation accumulation and use will be consistent with all sections of Article 25 applying to dayshift employees.

### **ARTICLE 38 – REVERSION**

**SECTION 1.** When an opening for a lesser qualified position exists, any current bargaining member with appropriate qualification may apply for the position without testing.

**SECTION 2.** If an officer being reverted has at least five years in current rank, or a paramedic has ten years at current position, and is being reverted to a lesser qualified position then, the newly assigned bargaining member shall have their pay frozen at their current rate at time of reversion. Once the pay rate of the newly assigned position reaches or exceeds the frozen rate the frozen rate will resume increases.

**SECTION 3.** Paramedic reversion- The Employer recognizes that a bargaining unit member serving as a Paramedic may request to drop their Paramedic certification and be reassigned to a non-paramedic position within the same rank. To be considered, Paramedic's must meet requirements as follows:

- A. Paramedics are required to fulfill their obligation to the Employer as listed in Article 36-Paramedic Training.
- B. Paramedics must give one year's notice prior to consideration for reversion to allow the Employer to maintain service to the community.

**SECTION 4.** If more than one employee applies for an open position, the Employer shall select the individual which it believes in its sole discretion to be the best qualified.



**ARTICLE 39 – COMPARABLES**

The parties acknowledge that RCW 41.56.465(3) provides, in regard to the selection of comparables, that the interest arbitration panel (should the case proceed to interest arbitration) “shall also consider a comparison of the wages, hours, and conditions of employment of personnel involved in the proceedings with the wages, hours, and conditions of employment of like personnel of public fire departments of similar size on the west coast of the United States. However, when an adequate number of comparable employers exists within the state of Washington, other west coast employers may not be considered.”

With the foregoing in mind, the parties have agreed to the list below forth in this Article 39 as the agreed upon comparable agencies for the term of this Agreement (2025-2027). To establish this list, the parties utilized agencies with assessed valuations and populations which were as similarly situated to the East Jefferson Fire Rescue as possible (and as geographically close as possible). This list included comparables approximately 50% below and up to approximately 200% above the assessed valuation and population of East Jefferson Fire Rescue (the parties agree, however, that the foregoing methodology is only for the purposes of the 2025-2027 CBA). Similarly, the parties acknowledge that either party is free to seek modifications to the comparable agency list in successor Agreements.

The list of comparable agencies for the 2025-2027 CBA:

- Clallam 3
- Clark 3
- Poulsbo
- North Whatcom
- Tumwater
- Mountain View
- Snohomish 4
- North County RFA

**ARTICLE 40 – SAVING 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 41 – SUCCESSORS**

SECTION 1. Prior to any contracting out, consolidation, merger, annexation, or incorporation the Employer agrees to notify the Union and bargain in good faith the wages, hours, and working conditions of the collective members of said consolidated, merged, annexed, or incorporated Fire Employers.

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 42 – DURATION**

**SECTION 1.** This agreement shall become effective January 1, 2025 and continue through December 31, 2027.

## APPENDIX A

For the purpose of calculating the hourly rate of pay which shall apply to excess hours of work (overtime), the established monthly salary of each employee shall be multiplied by twelve (12) to obtain the annual salary, which shall then be divided by the total number of contracted hours.

\*All Dual-Role monthly salaries are calculated off of the top step firefighter salary. Single-Role hourly rates are calculated off of the top step firefighter's hourly rate. Payroll programs calculate based off of annual salary - insignificant rounding may occur. 2024 COLA = 3.8% + 4.7% = 8.5% salary adjustment.\*

## APPENDIX A 2025 Salaries

	2024 FF-5 Monthly	2025 FF-5 Monthly	Annual	Hourly		
2025	<del>\$8,844.64</del>	\$9,612.23	\$115,346.77	\$45.77		

Each step = one year. Nothing in the pay scales below shall be deemed as modifying the probationary periods set forth in Article 8 of this CBA.

%	Dual Role	Monthly	Annual	Hourly	Day Shift	OT
137%	BAT STEP 2	\$13,168.76	\$158,025.08	\$62.71	\$75.97	\$94.06
130%	BAT STEP 1	\$12,495.90	\$149,950.80	\$59.50	\$72.09	\$89.26
125%	CAPTAIN STEP 2	\$12,015.29	\$144,183.46	\$69.32	\$69.32	\$103.98
120%	CAPTAIN STEP 1	\$11,534.68	\$138,416.13	\$66.55	\$66.55	\$99.82
120%	MSO	\$11,534.68	\$138,416.13	\$66.55	\$66.55	\$99.82
120%	LT/PM STEP 2	\$11,534.68	\$138,416.13	\$54.93	\$66.55	\$82.39
117%	LT/PM STEP 1	\$11,246.31	\$134,955.72	\$53.55	\$64.88	\$80.33
118%	LT/ILS STEP 2	\$11,342.43	\$136,109.19	\$54.01	\$65.44	\$81.02
115%	LT STEP 2	\$11,054.07	\$132,648.79	\$52.64	\$63.77	\$78.96
110%	LT/ILS STEP 1	\$10,573.45	\$126,881.45	\$50.35	\$61.00	\$75.52
107%	LT STEP 1	\$10,285.09	\$123,421.05	\$48.98	\$59.34	\$73.46
115%	PM CARES	\$11,054.07	\$132,648.79	\$63.77	\$63.77	\$95.66
110%	PM STEP 5	\$10,573.45	\$126,881.45	\$50.35	\$61.00	\$75.52
100%	PM STEP 4	\$9,612.23	\$115,346.77	\$45.77	\$55.46	\$68.66
90%	PM STEP 3	\$8,651.01	\$103,812.09	\$41.20	\$49.91	\$61.79
80%	PM STEP 2	\$7,689.78	\$92,277.42	\$36.62	\$44.36	\$54.93
70%	PM STEP 1	\$6,728.56	\$80,742.74	\$32.04	\$38.82	\$48.06
103%	FF/ILS STEP 5	\$9,900.60	\$118,807.17	\$47.15	\$57.12	\$70.72
93%	FF/ILS STEP 4	\$8,939.37	\$107,272.50	\$42.57	\$51.57	\$63.85
83%	FF/ILS STEP 3	\$7,978.15	\$95,737.82	\$37.99	\$46.03	\$56.99
73%	FF/ILS STEP 2	\$7,016.93	\$84,203.14	\$33.41	\$40.48	\$50.12
63%	FF/ILS STEP 1	\$6,055.71	\$72,668.47	\$28.84	\$34.94	\$43.26
100%	FF STEP 5	\$9,612.23	\$115,346.77	\$45.77	\$55.46	\$68.66
90%	FF STEP 4	\$8,651.01	\$103,812.09	\$41.20	\$49.91	\$61.79
80%	FF STEP 3	\$7,689.78	\$92,277.42	\$36.62	\$44.36	\$54.93
70%	FF STEP 2	\$6,728.56	\$80,742.74	\$32.04	\$38.82	\$48.06
60%	FF STEP 1	\$5,767.34	\$69,208.06	\$27.46	\$33.27	\$41.20
55.0%	PM (2520)	\$5,747.33	\$68,968.00	\$27.37	\$33.16	\$41.05
	FT STEP 3	\$8,694.29	\$104,331.46		\$50.16	\$75.24
	FT STEP 2	\$7,824.86	\$93,898.31		\$45.14	\$67.72
	FT STEP 1	\$6,955.43	\$83,465.16		\$40.13	\$60.19

	Longevity Annual	Monthly	Per Check			
1.0%	\$1,153.47	\$96.12	\$48.06	yr6		
2.0%	\$2,306.94	\$192.24	\$96.12	yr10		
3.0%	\$3,460.40	\$288.37	\$144.18	yr15		
4.5%	\$5,190.60	\$432.55	\$216.28	yr20		
6.0%	\$6,920.81	\$576.73	\$288.37	yr25		
7.5%	\$8,651.01	\$720.92	\$360.46	yr30		

	DCP 5% of top step FF/annual salary	DCP 5% of top step FF/Monthly	EJFR Contribution per paycheck	Employee Contribution per paycheck	Total per paycheck	Total per month
Real	\$5,767.34	\$480.61	\$240.31	\$480.61	\$720.92	\$1,441.83
Adj.	\$5,767.34	\$480.61	\$240.31	\$480.69	\$721.00	\$1,442.00

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**APPENDIX B****Just Cause**

Just Cause may be determined by answers to the following questions. “No” answer(s) to one or more normally signifies 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 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 offense and employer’s record of the employee?

**APPENDIX C**

Separation/Retiree Medical Benefit for LEOFF 2 Employees – available as of January 1, 2024.

1. Only LEOFF 2 employees are eligible for the separation/retiree medical benefit set forth in this Appendix. The separation/retiree medical benefit described in this Appendix shall only apply to service retirements. Employees who are receiving L&I disability payments (other than lump sum settlement), or are on medical layoff/retirement are disqualified from the incentive.
2. To be eligible for consideration of the separation/retiree medical benefit described herein, the employee must have worked for East Jefferson Fire Rescue (also referred to herein as “The District”) no less than 5 years.
3. The District will guarantee a minimum of one slot per year for the Separation/Retiree Medical Benefit. It is at the Employer’s sole determination of how many members, greater than 1, may separate/retire and receive the benefit described in this Appendix. To that end, the Union agrees that the District’s discretionary decision as to the number of employees that may receive the benefits in this Appendix, above the agreed upon minimum, shall not be subject to the grievance process in the parties’ Collective Bargaining Agreement (“CBA”). The number of employees granted the retiree medical benefit under this Appendix will be posted on the Union bulletin board by December 1st of the current year (to take effect the following year upon the respective employee’s retirement). If the District receives more written requests from employees to retire and receive the benefits of this Appendix in any particular year then it determines it can accommodate, the District will grant the benefit on the basis of seniority.
4. Regardless of any other term of this Appendix, the District shall not pay any retiree medical benefit to any employee or former employee who reaches Medicare age.
5. Employees agree to work up to the date of their chosen retirement. Accrued, but unused, Vacation, Holiday and Compensation time shall be compensated at their regular rate of pay on their final paycheck to the extent required by the parties’ CBA.
6. Employees wishing to retire must notify the District in writing no less than 6 months prior to their chosen retirement date.
7. An Employee who announces retirement and to whom the District grants a separation/retiree slot eligible to receive benefits pursuant to the terms and conditions of this Appendix, but who is unable to work either at his/her regular assignment or in light duty assignment due to an on-the-job injury may retain his/her slot until his/her scheduled retirement date.
8. If an employee gives notice to the District, and then does not retire or separate, separation/retiree medical benefits under this contract provision will be forfeited forever by said employee.
9. Effective the separation/retiree date of the employee, a lump sum one-time allowance equivalent to the employer’s monthly contribution cost (multiplied by 36) of the “Employee Only” Medical, Dental, and Vision insurance of the District’s current plans will be placed into the retiree’s HRA/VEBA account. The employee may then utilize the foregoing for qualified medical expenses (including health insurance premiums) as the retiree chooses.

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**APPENDIX C (continued)**

10. Exceptions to the time frame for notification and separation/retiree may be considered on a case-by-case basis and approved if deemed to be mutually beneficial to the member and the District. Any exceptions or changes will only be granted upon mutual approval of the Union and the Fire Chief. Neither party shall assert that any such changes constitute a past practice. Nor shall the Union/employee grieve the District's decision not to allow exceptions. Employees who are terminated for cause or who resign in lieu of termination shall not be eligible for the separation/retiree medical benefit.
11. The Union agrees to indemnify, defend, and hold the District harmless from any and all liability, claims, demands, suits, tax implications, or any other loss, damage or injury to persons or property arising from, or related to, the provisions of this Appendix or separation/retiree medical benefits.

## APPENDIX D Ground Rules

1. The Parties will bargain in good faith.
2. The Parties will treat each other with respect and dignity. While each Party may strongly advocate for its respective positions, they shall each abstain from personal attacks and insults.
3. Neither Party will interrupt the other Party when speaking.
4. Either Party may request a private caucus with its bargaining team at any time during a negotiation session. The Parties shall agree on the length of the caucus in advance.
5. Ideas discussed during identified “brainstorming” sessions within the negotiations process by either Party shall not be deemed to constitute proposals or offers until formally identified as such by the Party extending the proposal/offer. To that end, each Party shall designate a Chief Negotiator. The Chief Negotiator for each Party shall be the only person authorized to extend formal proposals and counterproposals. This also means that proposals will not take place away from the bargaining table, except by and through the Chief Negotiators.
6. Any tentative agreement (TA) reached between the Parties means that each Party’s respective bargaining team agrees to recommend the approval of the TA to its respective governing body. In the case of the Union, this means the Union’s bargaining team shall recommend the TA to the Union members. In the case of the Fire District, this means the Fire District’s bargaining team shall recommend the TA to the Fire District’s Board of Commissioners.
7. All TAs shall be reduced to writing, signed, and dated by each Party’s respective Chief Negotiator.
8. TAs may be changed or rescinded by mutual written agreement of the Parties. TAs shall be automatically rescinded in the event that either Party votes down a package that includes a particular TA.
9. The date, time, and location of next bargaining session will be mutually agreed upon at the conclusion of each bargaining session. The duration of each bargaining session will be determined in advance by mutual agreement.
10. Neither Party shall initiate contact with the media, to include social media, until after the Parties have attempted mediation and an impasse has been declared.
11. Mobile telephones shall be muted on vibrate mode during negotiations sessions.
12. Any of the foregoing ground rules may be amended by the mutual written agreement of the Parties.
13. The undersigned representatives certify that they have the authority to represent their respective Parties in the collective bargaining process.

**Seniority List for Local 2032**(January 1<sup>st</sup> 2025)

Lueders	11/1997	Severin	12/2021
McGuffey	07/1999	Welander	12/2021
Kauzlarich	08/1999	Richter	12/2021
Kilgore	05/2001	Archuleta	12/2021
Minker	02/2003	Sviridovich	04/2022
Clouse	04/2003	Chapman	04/2022
MacDonald	04/2003	Williams, G	12/2022
Woods	03/2004	Jeske	05/2023
Kithcart	11/2004	Wells	05/2023
Chambers	12/2004	Boe	05/2023
Grimm	02/2007	Le	05/2023
Gregory	10/2007	Heydon	01/2024
Fletcher	09/2008	Floberg	01/2024
Sanders	09/2008	McGuffey, N	01/2024
Bergen	10/2008	Rudnick	06/2024
Rogers	10/2008	Whitson	06/2024
Wagner	10/2008	Ponte	06/2024
Ridgway	08/2010		
Carver	10/2010		
Martin	10/2010	Facilities Tech	
Yelaca	08/2013	Lawson	07/2024
Dean	01/2014		
White	01/2014		
Walker	07/2015		
Fairbanks	01/2016		
Pulido	01/2017		
Morris	01/2017		
Williams, P	01/2018		
Dalrymple	01/2018		
Grimm, R	05/2018		
Whiting	09/2018		
Kinney	10/2018		
Parker	03/2019		
Beery	09/2019		
Holbrook	02/2020		
Johnson	04/2020		
Secondez	04/2020		
Kaldahl	11/2020		
Sheehan	11/2020		
Spellman	12/2020		
Cordova	07/2021		
Wright	10/2021		

**Active Retired in Good Standing**

Wadkins	1990-2009
Christensen	2005-2013
Manus	1984-2015
Randall	2008-2016
Aman	1998-2018
Macrae	2011-2020
Steele	1998-2020
Neville	2005-2021

**In Memoriam**

Michael Beery  
09/2000-06/2005  
“Our Fallen Brother”

Jefferson County Fire District No.1 and East Jefferson Professional Fire Fighter Local 2032 (JCFD #1 Bargaining Unit) hereby agrees to the contents of this Agreement on October 23, 2024.

<b>East Jefferson Professional Firefighters (JCFD #1 Unit)</b>	<b>Jefferson County Fire District No.1</b>
By:	By:
President: Caton White	Chairman: Deborah Stinson
By:	By:
Vice President: Alex Morris	Vice Chair: David Seabrook
By:	By:
Secretary/Treasurer: Justin Clouse	Commissioner: Geoffrey Masci
	By:
	Commissioner: Steve Craig
	By:
	Commissioner: Ed Davis
	By:
	Commissioner: Gene Carmody
	By:
	Fire Chief: Bret Black
	By:
	District Secretary: Tanya Cray

SEAL

SEAL