

# **Collective Bargaining Agreement**

By and between

**Orcas Island Fire & Rescue  
(San Juan County Fire District #2)**

And

**San Juan County  
Firefighter and Paramedic Association  
(Local 3911)  
International Association of  
Fire Fighters**

For the years

**2023 – 2024**



Effective January 1, 2023 through December 31, 2024

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## COLLECTIVE BARGAINING AGREEMENT

### **PREAMBLE**

#### Preamble 1:

This agreement is entered into by and between San Juan County Fire Protection District #2, hereinafter referred to as the "District" and Local 3911, International Association of Fire Fighters, herein after referred to as the "Union".

#### Preamble 2:

It is the purpose of this Agreement to achieve and maintain harmonious relations between the District and the Union; to provide for equitable and peaceful adjustments of differences, which may arise, and to establish proper standards of wages, hours and conditions of employment for members of the bargaining unit and to protect life, property and the environment through emergency medical services, fire/rescue services, and public education in a cost-effective manner.

COLLECTIVE BARGAINING AGREEMENT

**ARTICLE 1: Recognition**

- 1.1 The District recognizes the Union, as the exclusive bargaining unit for the full time bargaining unit employees whose primary duty, while on a shift schedule, is first response to incidents as outlined by their job description, irrespective of rank or additional duties. This shall exclude supervisors, confidential employees and all other employees.
- 1.2 When it is necessary to add or change a classification(s) within the District, the Fire Chief will establish an appropriate wage level and specifications for the new classification. If the classification falls within the Union bargaining unit, the Fire Chief and the Union shall reach an agreement on wages and conditions of said new classification(s) and said Agreement shall be subject to the approval of the Union and the District.
- 1.3 The parties will meet to discuss the bargaining unit status of newly created uniformed positions. When the Union and the District cannot mutually agree upon whether a new classification should be included within the bargaining unit, either party may request a unit clarification by the Public Employment Relations Commission.

**Commented [Hv1]:** "Confidential employees" per statute 41.56.

**Commented [Hv2]:** This article recognizes that additions or changes will be subject later articles within the CBA. (All parties agreed to this intention note)

COLLECTIVE BARGAINING AGREEMENT

**ARTICLE 2: Non-Discrimination**

- 2.1 The Employer and the Union agree to abide by state and federal laws pertaining to discrimination of employees, provided, however, that violations of this Article shall not be subject to the grievance procedure if the aggrieved party or the Union initiates administrative or civil proceedings involving substantially the same allegations of discrimination or unlawful discharge, and provided further, that any grievance award based on this Article shall not be enforceable if the grievance or Union thereafter initiates such administrative or civil proceedings. Note: Applicants for employment are not part of the bargaining unit.
- 2.2 The District agrees there shall be no discrimination, interference, restraint or coercion by the District against any employee for their activity on behalf of, and/or membership in or non-association with the Union.

**Commented [Hv3]:** Intention note: any complaint falling under this category would be directed to the appropriate state agency (ex. PERC).

COLLECTIVE BARGAINING AGREEMENT

**ARTICLE 3: Union Dues Deduction**

- 3.1 The Union will notify the Employer of its initiation fees and dues. The Employer will deduct such initiation fees and Union dues from wages of those employees who authorize such deductions in writing and forward them to the Union each pay period.
- 3.2 Any employee may revoke his or her authorization for payroll deductions of payments to the Union by a written notice to the Employer. Every effort will be made to end the deduction effective on the first payroll, but no later than the second payroll, after the Employer's receipt of the employee's written notice.
- 3.3 The Union will defend, indemnify, and hold harmless the Employer against any and all liability which may arise by reason of the deduction by the Employer of money for Union membership dues from an employee's wages in accordance with employee authorizations furnished to it by the Union.

**Commented [Hv4]:** Both parties recognize that this article is intended to be in compliance with the Janus Ruling (2018). All parties agree to this intention comment.

COLLECTIVE BARGAINING AGREEMENT

**ARTICLE 4: Union Business**

- 4.1 Designated employees may take time off from scheduled work shifts for official Union business (conferences, workshops, and the like), using their accumulated leave benefits, shift trades or leave without pay provided, however, that the staffing requirements of the District are maintained. ~~Such~~ time off shall ~~not cause overtime~~ ~~be at no added cost~~ to the District.
- 4.2 The District shall provide space for bulletin boards for Union Business in each fire station at convenient locations accessible to the employees.
- 4.3 The Union shall be allowed to hold its regular monthly meetings ~~at~~ Station #21. Additional special meetings may be permitted at Station #21 based upon availability with the Fire Chief's approval. On- duty personnel may attend the meetings and shall remain in-service and alarm ready.

**Commented [Hv5]:** Intention discussion of the phrase, "No added cost to the district" resulted in clarifying that overtime in this article would meet the definition of "added cost". Therefore both parties discussed changing the term from "no added cost" to "shall not cause overtime to the district".

Should the Union desire to establish a shared PTO bank for Union business, such proposal and impact would be negotiated through a subsequent contract or MOU.

All parties agree to the wording of this comment.

**Commented [Hv6]:** L3911 requested strike of the First Wednesday language, L3911 agrees that they will post the Union meetings times to the shared Aladtec calendar. The intention here to to keep the Distrtrict informed for scheduling reasons, while allowing the Union flexibility in their meeting times. All parties agree to this comment.



COLLECTIVE BARGAINING AGREEMENT

**ARTICLE 5: Management Rights**

5.1 General Statement

Any and all rights concerned with the management and operation of the District are exclusively the prerogative of the Employer, unless otherwise specified by this Agreement. The Employer's rights may include, but are not limited to, the right to discipline, temporarily layoff, or discharge employees; to assign work and determine duties of employees; to schedule hours of work; to determine the number of personnel to be assigned to a duty at any time; and to perform all other functions not otherwise expressly limited by this Agreement or applicable law or federal regulations.

5.2 Adoption of Rules

The Employer has the authority to adopt rules for the operation of the District and the conduct of its employees, provided such rules are not in conflict with the provisions of this Agreement or applicable law. Should any portion of this article be contrary to or in conflict with any other portion of this Agreement, other such article shall prevail.

5.3 Source of Employees

The Employer shall have the exclusive right to determine the source or sources of applicants for employment. The Employer, ~~with the recommendation and approval of the County Medical Program Director~~ following guidelines from WA DOH, shall be the sole judge of the requirements and qualifications of such applicants.

**Commented [Hv7]:** This change recommended by L3911, for clarification of the intent of 5.3. All parties agree to this comment.

5.4 Examples of Employer's Rights

The Employer's rights shall include, but are not limited to, the following:

- To recruit, hire, promote, transfer, assign and retain employees.
- To lay off employees.
- To discipline, suspend, demote or discharge employees for just ~~use~~ cause.
- To determine the number of personnel per shift and to determine the number of personnel for apparatus/equipment staffing.
- To appoint employees to positions within the District.
- To fill vacancies.
- To determine duties to be performed by employees in the various classifications.
- To create, modify and implement rules and regulations or policies and procedures for the operation of the District and the conduct of its employees.
- To determine levels of service to be offered to the public and discontinue work that is wasteful and nonproductive.
- To control the District's budget.

**Commented [Hv8]:** All parties assume "just use" is a typo and correct language should be "just cause".

- To take any action necessary and prudent in the event of emergency (e.g., natural disasters or catastrophes).
- The right to schedule hours within the parameters of the contract.
- The right to introduce new and improved methods or equipment in order to improve efficiency and operation of the District.

#### 5.5 Emergency Situations

In the event local, state or federal emergency conditions require immediate and unusual mobilization of staff, as reasonably determined by the Employer (e.g., such as, but not limited to, man-made or natural disasters, storms, earthquakes, civil disturbances, forest fires or other similar emergencies), the Employer may take any and all actions as may be necessary to carry out the mission of the District.

COLLECTIVE BARGAINING AGREEMENT

**ARTICLE 6: Entire Agreement**

- 6.1 The Agreement expressed here, in writing, constitutes the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions. Each party to this agreement agrees that it has had the unlimited right to make proposals that are proper subjects for bargaining. Therefore, it is agreed that this document contains a full and complete Agreement on all bargainable issues between the parties hereto and for all whose benefit this Agreement is made, and no party shall be required during the term of this Agreement to re- negotiate or bargain upon any issue referred to or covered in this Agreement. While those letter(s) of intent and/or Memorandum of Understanding (MOUs) executed by the parties are not specifically part of the Agreement, they represent the continuing intent of the parties to abide with their terms during this Agreement as long as they are not in conflict with any terms of this Agreement. Except as provided by this Article or elsewhere in this Agreement, the parties retain their right to bargain over any subject matter not covered in this Agreement which may arise out of a change in circumstances that affects wages, hours and working conditions upon mutual agreement. The Union agrees to abide by and support District rules and regulations, and to provide input, where requested, in the development of those rules and regulations.

COLLECTIVE BARGAINING AGREEMENT

**ARTICLE 7: Savings Clause**

7.1 Should any provision of this Agreement or the application of such provisions 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. In such event, the parties agree to re-negotiate or replace the provision or provisions declared invalid so that the parties receive benefit from the re-negotiated provision(s) and the Agreement. ~~This will be done as soon as practical. Both parties agree to meet within 45 calendar days of written notification from either party to the other of any such renderings or declarations pertinent to this article.~~

**Commented [Hv9]:** Intent here is for both parties to initiate a process to bring the CBA back into compliance when such changes are brought forth for example by things like the Janus Ruling.  
All parties agree to this intent statement.

COLLECTIVE BARGAINING AGREEMENT

**ARTICLE 8: [Reserved]**

COLLECTIVE BARGAINING AGREEMENT

**ARTICLE 9: Work Stoppage / No Strike Provision**

9.1 The District 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, slow down, mass resignation or absenteeism or other interference with District functions and should same occur, the Union agrees to take appropriate steps to end the interference. Should any job action occur within the geographic jurisdiction of the District, employees may be required to cross an established picket line to perform emergency or non-emergency activities. ~~The District agrees to meet at the Union's request to establish a temporary procedure for non-emergency activities. Neither the Employer nor its agents for any reason shall authorize, institute, aid or promote any lockout of employees covered by the Agreement.~~

Commented [Hv10]:

TERMS OF CONDITIONS OF EMPLOYMENT

**ARTICLE 10: Safety Committee**

23.1 WAC 296-305 requires that there shall be a Safety Committee to serve in an advisory capacity to the Fire Chief. The make-up of the Safety committee shall include employer and employee representatives. The number of employer selected representatives shall not exceed the number of employee selected members. The committee shall meet at least once each calendar quarter, or more often as agreed, to discuss appropriate matters concerning health and safety. Minutes shall be taken of all safety meetings and posted once findings and recommendations are reviewed by the Chief.

TERMS OF CONDITIONS OF EMPLOYMENT

**ARTICLE 11: Labor Management Committee**

- 11.1 The District and the Union agree to jointly maintain and support a Labor Management Committee.
- 11.2 The coordinators of the Labor Management Committee will be the President of the Union and the Fire Chief or their designees. There may be up to two (2) representatives of the Union and two (2) representatives of the Employer. A member of the Board of Fire Commissioners ~~shall~~ may be invited by the coordinators to observe the meetings.
  - 11.2.1 Meetings of the Labor Management Committee will be scheduled to take place at least quarterly; however, by mutual agreement of ~~either the coordinators~~, the frequency of Labor Management Committee meetings may be modified. Committee meetings shall be scheduled at mutually agreeable times and places.
  - 11.2.2 A proposed agenda shall be jointly prepared by the coordinators and distributed to all union members prior to each meeting. Unless otherwise agreed, minutes shall be kept of the meetings and copies submitted to each of the coordinators for approval. Approved meeting minutes shall not be considered confidential and may be distributed to all union members.
  - 11.2.3 Bargaining Unit members will not be compensated for time spent in the meeting(s) exclusive of their regularly scheduled work hours. The District and the Union will attempt to make arrangements to allow any committee member on-duty to participate in the scheduled meetings.
  - 11.2.4 It shall be understood that any matter that has been made the subject of a formal grievance under the terms of the Labor Agreement shall be excluded from discussion within the Labor Management Committee, and furthermore, discussions held during Labor Management Committee meetings shall not be considered as having fulfilled any portion of the grievance procedure, including filing or notification.
  - 11.2.5 It is understood that (unless otherwise agreed) the work of the Labor Management Committee shall in no way add to, subtract from, alter, or amend the labor agreement.

**Commented [Hv11]:** Changed by mutual agreement from shall to may, to reflect the history of a standing invitation that is coordinated via the Chair of the Commission. Comm. Fuller discussed using the presence of a Commissioner only as needed, to keep the LMC environment in a state of balance, not having one "side" seem more heavily represented than the other. In practice, both the Union and the District would agree to see value in a commissioner attending a specific meeting.

All parties agree to this intent comment.



TERMS OF CONDITIONS OF EMPLOYMENT

**ARTICLE 12: Grievances**

12.1 For the purpose of this Agreement, a grievance is defined as an alleged breach by the District or the Union of the express terms and conditions of this Agreement. Only the Union or the District can act as an aggrieved party or file a grievance on behalf of one or more of its members in the grievance procedure. If any such grievance should arise during the term of this Agreement, it shall be reduced to writing and submitted to the following procedure.

12.1.1 The Union or the District, within thirty (30) calendar days following the occurrence of the event giving rise to the grievance, or thirty (30) calendar days after the event is known, or reasonably should have been known, may bring said grievance to the attention of the Fire Chief if the grievance is by the Union, or the President of the Union if the grievance is by the District. This action shall be in writing, specifying the Article in the Agreement that has been allegedly violated, giving the date, time, place and witnesses, if applicable, and remedy sought. The Union or the District, as the case may be, shall make every effort to resolve the alleged grievance and respond in writing within fourteen (14) calendar days.

12.1.2 If the grievance is not settled at 12.1.1, the grievance may, at the decision of the aggrieved party, be submitted to the Orcas Island Fire & Rescue Board of Fire Commissioners within fourteen (14) calendar days. A written decision shall be rendered within fourteen (14) calendar days. If the aggrieved party is the District, the District may pass 12.1.2 and go on to 12.1.3.

12.1.3 If the grievance is not settled in 12.1.2, the grievance may be submitted to arbitration by either of the parties upon fourteen (14) calendar days written notice to the other party.

12.1.4 An impartial arbitrator shall be selected from a list of nine (9) arbitrators requested from the American Arbitration Association. Within seven (7) calendar days of receipt of the list, the parties shall ~~make a decision~~ decide upon ~~of~~ an arbitrator. The parties shall meet and shall take turns in the striking of names from the list until one name remains; the first striking to be governed by the toss of a coin. If both parties mutually agree, an alternative process may be used for arbitrator selection as proposed by either parties legal counsel.

**Commented [Hv12]:** Changes to 12.1.4 were suggested by the District. Language here was agreed to by all parties. Intent is to expedite the process of arbitrator selection when mutually agreed.

The arbitrator's decision shall be final and binding, subject to limits of authority stated herein. The arbitrator shall have no authority or power to add to, delete from, disregard or alter any of the provisions of this Agreement, but shall be authorized only to interpret the existing provision of this Agreement. If the arbitrator should find that the Employer was not prohibited by this Agreement from taking, or not taking, the action grieved, he/she shall have no authority to change or restrict the Employer's action. Any dismissal by the arbitrator, whether on the merits or on

procedural grounds, shall bar any further arbitration.

- 12.1.5 The Union and the District may, by mutual written agreement, extend the time limits specified in this grievance procedure. By mutual agreement, between the parties, any step in the grievance procedure may be omitted and/or the grievance may be advanced to the next step.
- 12.1.6 Nothing herein shall prevent an employee from seeking assistance from the Union or the Union from furnishing such assistance at any stage of the grievance procedure. The District may likewise seek assistance from advisors or counsel at any stage of the grievance procedure.
- 12.1.7 The expense of the arbitrator, the cost of any hearing room and the court reporter, unless such are paid by the State of Washington shall be borne equally by the Employer and the Union. Each party shall pay the cost of their own representatives, witnesses, and other costs associated with the presentation of their case.

TERMS OF CONDITIONS OF EMPLOYMENT

**ARTICLE 13: Discipline and Discharge**

- 13.1 It is agreed that the District has the right to discipline employees as provided by the laws of the State of Washington and the terms of this Agreement.
- 13.2 The District and the Union will abide by a mutually agreed on Disciplinary Procedure as currently exists, and as published by the District. Provided, the District retains the right to amend such Disciplinary Procedures at any time after negotiation with the Union as to the effects of the change.
- 13.3 Discipline shall be administered on a progressive and corrective basis, although the Union recognizes that certain actions may be of sufficient importance and to require immediate termination.

TERMS OF CONDITIONS OF EMPLOYMENT

**ARTICLE 14: Reduction in Force/Return Rights**

14.1 In case of personnel reduction, the employee with the least seniority in the job classification affected by the reduction shall be laid off first. The ~~ea~~affected employee may bump a less senior employee in another job classification for which the employee is qualified. Each employee laid off shall be placed on a reserve list in order of lay off. Available positions shall be filled from the reserve list on a laid-off, first hired basis before persons outside the list are hired. The District's obligations ~~\_~~to the above shall end twenty-four (24) months after the employee's layoff to be eligible for rehire from the list.

Commented [Hv13]: Comma inserted to clarify

If the reduction in force results in an employee's demotion to a lower ranking position within the bargaining unit, then that employee shall have the right to be placed back in that position or a substantially similar position if a vacancy exists within 48 months; providing the employee meets the required qualifications credentials and/or certification at no additional cost to the District.

The employer shall notify the Union President and affected employee in writing within ten (10) calendar days of the decision to layoff. This notification allows the Union to request to bargain the impacts and effects of the layoff decision. The employer shall notify affected personnel no less than sixty (60) calendar days prior to the effective date of any layoff.

14.2 The District reserves the right to ascertain that returning employees are fully qualified to resume work and fit for duty by administering medical exams to those employees.

14.3 Former bargaining unit members who have been promoted and/or appointed to a non-represented position will have a limited right to return to a bargaining unit position, as set forth herein. This right of return to the bargaining unit will not apply to anyone who was not formerly a member of this bargaining unit.

14.4 An employee must request to return to the bargaining unit in writing within the first 24 months after they have left the bargaining unit as a result of a promotion or an appointment into a non-represented position. The request to exercise return rights must be communicated in writing by the employee seeking to exercise his or her return rights to both the Fire Chief and to the Local President. If a written request to return to the bargaining unit is not made by an employee within 24 months after they have left this bargaining unit as a result of a promotion and/or an appointment, the return rights set forth herein will be permanently forfeited.

14.5 Employees terminated for just cause from their non-represented position will not have return rights. Provided that the employee has not been terminated for just cause, the employee may request to return to the bargaining unit either because the employee's non-represented position is being eliminated due to lay off or because the employee

has decided voluntarily that they would rather return to a bargaining unit position.

- 14.6 Non-represented employees can only return to a bargaining unit position if such a position is vacant. In other words, non-represented employees cannot “bump” a represented employee out of a position in order to return to the bargaining unit. A proposed return to the bargaining unit of a non-represented employee also cannot cause any layoffs of any current bargaining unit members.
- 14.7 If a non-represented employee makes a written request to return to the bargaining unit within 24 months after they have left the bargaining unit as a result of a promotion and/or an appointment, they will be eligible to do so if they meet the other requirements set forth in this Article so long as there is an open position within the bargaining unit and for which the employee is qualified.
- 14.8 A non-represented employee seeking to return to the bargaining unit must be qualified to serve in any vacant bargaining unit position regarding which the employee is seeking to exercise his or her return rights.

TERMS OF CONDITIONS OF EMPLOYMENT

**ARTICLE 15: Promotions, Voluntary Reclassification or Resignation**

15 Both EMTs and Paramedics may be eligible for promotion to the rank of Captain. Promotions may occur as determined by the Fire Chief and in keeping with Article 5.4. All such promotions will be subject to a one-year probationary period (see Article 16). Pay associated with promotion will be as set forth in the wage chart in Appendix A.

- 15.1.1 Should the District intend to utilize the Battalion Chief or any other classifications within the bargaining unit not currently represented in the wage scale in Appendix A, such classification will be bargained according to Article 1.2

15.2

45-415.3 The District recognizes that from time to time employees may, for a variety of reasons, choose to relinquish the responsibility of a given position. This may take the form of a resignation or a request for reclassification to a lower rank or classification.

45-215.4 Requests for reclassification to a lower rank or classification will be reduced to writing and handled on a first come first served basis in conjunction with the needs of the District. The District will notify an individual requesting such transfer within twenty (20) working days whether the request has been approved and of an anticipated date for reassignment.

45-315.5 The granting of an employee's request for reassignment is at the discretion of the Chief and dependent upon the existence of an appropriate open position. An "appropriate open" position shall be defined as a vacant authorized position at the rank appropriate for the employee requesting reclassification, which may occur as a result of routine turnover, addition of positions, or promotion.

45-415.6 Written notice of voluntary resignation from a bargaining unit position shall be given not less than thirty (30) days prior to the effective date of the intended resignation to give the District ample opportunity to fill the position with qualified personnel. The District reserves the right to waive the 30 days notice.

**Commented [Hv14]:** The District suggests adding the following paragraph as 15.1, and renumbering all subsequent paragraphs:

Both EMTs and Paramedics may be eligible for promotion to the rank of Captain. Promotions may occur as determined by the Fire Chief and in keeping with Article 5.4. All such promotions will be subject to a one year probationary period. At any time during the one year probationary period the employee may be demoted back to their previous rank with or without cause at the discretion of the Fire Chief. Pay associated with promotion will be as set forth in the wage chart in Appendix A.

Discussion regarding splitting this above statement (or mutually agreed statement) into two articles, 15 and 16 (probation) with reference in 15.1 to Article 16.

Should the District intend to utilize the Battalion Chief or any other classifications within the bargaining unit not currently represented in the wage scale in Appendix A, such classification will be bargained according to article 1.2

Discussion 8/1/22 - Regarding proposed 15.1.1. 3911 will come back with suggestion for wording of 15.1.1 at next meeting.

**Commented [Hv15R14]:** 8/18/22 L3911 rejects to the proposed 15.1.1, will discuss with their membership and come back to discussion about it.

**Commented [Hv16R14]:** 10/5/22 - L3911 will send a proposed 18.1.1 and the district will review it and respond at the next meeting. Both parties will consider moving promotional language to Article 15.

**Formatted**

TERMS OF CONDITIONS OF EMPLOYMENT

**ARTICLE 16: Probationary Period**

16.1 All newly hired full time employees shall serve a one (1) year probationary period. Probationary employees will be evaluated on at least a quarterly basis by a designated supervisor. The Union may represent probationary employees during their probationary period, except that probationary employees may not appeal discharge under the terms of this Agreement. Probationary employees may be terminated without cause. ~~Likewise, employees promoted to bargaining unit position shall serve a one (1) year review period during which time they may be reassigned to a bargaining unit position at any time. Termination of a promoted employee shall be for just cause.~~

16.2 Promotions will be subject to a one year probationary period. At any time during the one year probationary period the employee may be reclassified to their previous rank with or without cause at the discretion of the Fire Chief. Termination of a promoted employee shall be for just cause (as set forth in Article 13).

**Commented [Hv17]:** Discussion to use the word 'reclassified' vs 'demoted' due to disciplinary connotation of the demotion process. All parties agree to the intent of this comment.

Last sentence 16.1 was moved to 16.2. Second from last sentence is struck because it is covered by 16.2. All parties agree to this note.

TERMS OF CONDITIONS OF EMPLOYMENT

**ARTICLE 17: Education / Certifications – EMT's**

- 17.1 All Employees covered by this agreement are required to obtain and/or maintain a Washington State Emergency Medical Technician Certification.
- 17.2 The District agrees to pay the cost(s) of all EMT certification and recertification classes and tests taken by the employee.
- 17.3 Employees taking state required EMT courses shall be allowed sufficient time off with pay, to the extent required by FLSA, to attend those classes should the scheduling of these classes coincide with the employee's normal work schedule.
- 17.4 When employees are required to attend mutually agreeable continuing education or training classes, while not on shift, they shall be compensated at the rate of regular time of the employee's regular hourly salary for each hour spent in class or training sessions, however, if such education hours places the employee's hours over the FLSA period for overtime, then overtime will be paid to the extent required by the FLSA. (Reference Article 29.4.1).
- 17.5 The District agrees to provide all employees equal opportunity to recertify. Failure to obtain or retain certification within 60 days of expiration of the certification may result in disciplinary action up to and including termination.
- 17.6 If the employee commences and initiates a re-certification process in good faith and in a reasonable manner on or prior to the expiration of any certification required by the employee's position, then the employee shall not be disciplined or terminated if issuance of the re-certification is delayed beyond its expiration for any reason not within the employee's reasonable control. This provision shall cease to apply 60 calendar days after expiration of the certification.
- 17.7 When employees are required by the District to attend additional continuing



education or training classes, while not on shift including paid time off or disability, the employee shall be compensated at the overtime rate of one and one half time for each hour spent in class or training for continuing education required by the District. (Reference Article 29.4). As used in this article the term disability shall not include hours during which an employee is approved to limited duty by their physician. (For continuing education or training classes exceptions reference Article 29.4.1.)

- 17.8 When employees are on approved Education Leave (Example: Paramedic Training program), shift vacancies will be filled per the vacancy process set forth in Article 29.

TERMS OF CONDITIONS OF EMPLOYMENT

**ARTICLE 18: Education / Certification –Paramedics**

18.1 If an employee is approved to attend a Paramedic certification course by the Fire Chief the District agrees to pay the cost(s) of all paramedic certification training and recertification classes and tests taken by the employee.

~~18.1.1~~ Future appointed employees to the position of Paramedic shall maintain their certification for a minimum period of five (5) years from date of hire or date of appointment, whichever is longer. The following exceptions shall apply:

~~18.1.1.2~~ Paramedics may promote to the rank of Captain and/or Battalion Chief after completing a one (1) year tour of duty as a paramedic with Orcas Island Fire & Rescue; however, the Fire Chief may decide to promote a paramedic prior to one year tour of duty.

~~18.1.3~~ Paramedics that leave employment with Orcas Island Fire & Rescue prior to five (5) years of service as a Paramedic, shall reimburse Orcas Island Fire & Rescue all costs, (including tuition not covered by the Medic One Foundation, housing, wages paid attending school), incurred by the District towards their original paramedic training. Reimbursement will be calculated at a rate of 20% per year of uncompleted paramedic service time. Reimbursement shall be made from the employee's final paycheck and/or severance pay.

The employee shall be forgiven any outstanding reimbursement if the employee has been laid-off by the district or if the employee receives an on-the-job injury leading to disability.

18.1.4 When an employee is approved to attend a Paramedic certification course by the Fire Chief, that employee will be compensated at their normal rate and

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hours per scheduled shifts. The employee will not be compensated for additional hours incurred by the course. Exceptions would include if the employee is required to return to the District for additional training and meetings where FLSA overtime is accrued as a result.

~~18.2 If an employee is approved to attend a Paramedic certification course by the Fire Chief the District agrees to pay the cost(s) of all paramedic certification training and recertification classes and tests taken by the employee.~~

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~~18.2 As a condition of continuing employment, all Paramedic personnel shall maintain their certification. Certification shall consist of Washington State Department of Health and San Juan County Medical Program Director standards.~~

~~18.3 The District agrees to provide all employees equal opportunity to recertify. Failure to obtain or retain certification within 60 days of expiration of the certification may result in disciplinary action up to and including termination.~~

~~18.4 If the employee commences and initiates a re-certification process in good faith and in a reasonable manner on or prior to the expiration of any certification required by the employee's position, then the employee shall not be disciplined or terminated if issuance of the re-certification is delayed beyond its expiration for any reason not within the employee's reasonable control. This provision shall cease to apply 60 calendar days after expiration of the certification~~

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~~18.318.5 When an employee is approved to attend a Paramedic certification course by the Fire Chief, that employee will be compensated at their normal rate and hours per scheduled shifts. The employee will not be compensated for additional hours incurred by the course. Exceptions would include if the employee is required to return to the District for additional training and meetings where FLSA overtime is accrued as a result.~~

~~18.4 As a condition of continuing employment, all Paramedic personnel shall maintain their certification. Certification shall consist of Washington State Department of Health and San Juan County Medical Program Director standards.~~

~~18.518.6 The District agrees to provide all employees equal opportunity to recertify. Failure to obtain or retain certification within 60 days of expiration of the certification may result in disciplinary action up to and including termination.~~

~~18.6 If the employee commences and initiates a re-certification process in good faith and in a reasonable manner on or prior to the expiration of any certification required by the employee's position, then the employee shall not be disciplined or terminated if issuance of the re-certification is delayed beyond its expiration for any reason not within the employee's reasonable control. This provision shall cease to apply 60 calendar days after expiration of the certification.~~

18.7 When employees are required by the District to attend additional continuing education or training classes, while not on shift including paid time off or disability, the employee shall be compensated at the overtime rate of one and one half time for each hour spent in class or training for continuing education required by the District. (Reference Article 29.4). As used in this article the term disability shall not include hours during which an employee is approved to limited duty by their physician. (For continuing education or training classes exceptions reference Article 29.4.1.).

Commented [Hv19]: Repositioned subsections to fit their topic. Language not changed.

18.8 When employees are on approved Education Leave to attend training, shift vacancies

will be filled per the vacancy process set forth in Article 29, specifically utilizing ALS approved providers.

TERMS OF CONDITIONS OF EMPLOYMENT

**ARTICLE 19: Seniority**

19.1 Seniority shall be determined by continuous service as a career member with the district from the date of hire (except for purposes of layoffs as defined in Article 14.1).

**Commented [Hv20]:** Neither party suggests changes to Article 19 at this time.

Continuous service shall only be broken by resignation, discharge, leave of absence, service disability, retirement or a layoff.

- 19.2 Employees with the same hire date shall be assigned to the seniority list in order of their ranking on the hiring list on the date of hire.
- 19.3 During the period that any employee is on an authorized leave-of-absence without pay, disability leave or on layoff status, seniority shall not accrue. Upon returning to work after such leave or layoff, the employee shall be granted the level of seniority previously accrued and as adjusted.
  - 19.3.1 Exceptions shall apply: Employees on approved Military Leave and approved Family Medical Leave Act shall accrue and retain seniority.
- 19.4 A seniority list shall be maintained by the employer and shall be brought up to date prior to January 31st of each year. It will show the date of hire and date promoted.

#### TERMS OF CONDITIONS OF EMPLOYMENT

### **ARTICLE 20: Supplying Agreement**

- 20.1 This Agreement shall be supplied to each bargaining unit member by the District within thirty (30) working days once the Agreement is signed by the last party signing the

Agreement. The copy shall be provided at no cost to the employee.

- 20.2 The District agrees to provide each new employee with a digital copy of the current Agreement within fifteen (15) working days of employment.
- 20.3 The employer agrees to provide access electronically to the Agreement for the employees.

#### TERMS OF CONDITIONS OF EMPLOYMENT

### **ARTICLE 21: Drug and Alcohol-Free Workplace**

- 21.1 The District's Drug and Alcohol-Free Workplace Policy shall apply to all employees.

- 21.2 The District's Drug and Alcohol Testing Policy shall apply to all employees.
- 21.3 The District, its employees and the Union will abide by the above policies as published by the District. Provided, the District retains the right to amend such Policies from time to time after negotiation with the Union as to the effects of the change.
- 21.4 This Drug and Alcohol testing program was initiated at the request of the District and Union. The District assumes the responsibility for the administration of the Drug and Alcohol Testing Program.

**Commented [Hv21]:** Agreement to remove "Reference" table regarding policy numbers as there are currently being updated.

**Reference:**

- Policy 1041    06/06    Drug and Alcohol Testing**
- Policy 1026    06/02    Drug and Alcohol Free Workplace (Lexipol Policy)**
- Policy 61        06/06    Policy on a Drug Free Workplace**

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TERMS OF CONDITIONS OF EMPLOYMENT

**ARTICLE 22:    Personnel File Management**

- 22.1 Subject to state and federal law, the Employer agrees that the contents of the employees' personnel file shall be kept confidential and shall restrict the use of any

information contained in the file to internal use in the district, unless otherwise agreed to by the employee or required by law.

22.2 Employees shall be allowed to view, in its entirety, their personnel files by appointment with the Employer's representative at a mutually convenient time. The employee shall also be allowed to copy, in whole or in part, any information contained in their file on an annual basis.

22.3 An Employee shall have the right to allow members of the Union Executive Board, or their designee, to view their file on their behalf. The Employee shall be required to submit a written release form to the person responsible for maintaining personnel files.

Nothing contained in this article shall restrict the Union's statutory right to receive information necessary to its collective bargaining responsibilities and duties.

22.4 Employees shall be allowed to submit into their file comments or information that reasonably rebut or clarify information contained therein relating to reprimands, demotion, discipline or investigations.

Written nNotices of all disciplinary action against any members shall be forwarded to the Union President. Notice sent electronically to the Union President will fulfill the written notice requirement.

**Commented [Hv22]:** All parties agree to electronic notice for 22.4.

## TERMS OF CONDITIONS OF EMPLOYMENT

### ARTICLE 23: Transitions

23.1 If all, or a substantial part of, the fire services provided to the public by Orcas Island Fire

& Rescue should be discontinued for any reason the parties shall meet to bargain the effects of the discontinuance, to the extent required by collective bargaining law.

#### WORK SCHEDULE AND HOURS

### **ARTICLE 24: Hours of Work**



24.1 Employees shall be assigned to work a forty-eight (48) hour shift, consistent of two twenty-four (24) hour shift days.

24.2 The standard forty-eight (48) hour shift shall begin at 0800 and run for forty-eight (48) consecutive hours. The forty-eight (48) hour shift rotation shall consist of the following eight (8) day cycle. Forty-eight hours on-duty and one hundred forty-four (144) hours off duty: the cycle shall start over again.

24.3 An alternate schedule to meet the 2190 annual work hours can occur through mutual agreement between the Fire Chief and the Union to meet service demands and the best interests of the district. Such agreement will be negotiable and an MOU created to specify such schedule.

24.4 The Fire Chief may make temporary shift assignments to cover emergencies, fill employee absences, or position vacancies. Except for emergencies, employees shall be given thirty (30) days written notice of the temporary shift assignment, unless the affected employee agrees to shorter notice. Written notice shall include the reason for the temporary shift assignment and the date of assignment.

24.5 The District will strive to maintain a minimum staffing level of two bargaining unit members (minimum one FF/EMT officer & one FF/PM officer) during the standard shift. The term "standard shift" is defined in Article 24.2. The District has generally maintained this level of staffing since around 2016 and currently expects to maintain such staffing level in the future unless a Reduction in Force is implemented per Article 14.

**Commented [Hv23]:** Discussion regarding "will strive" language: the significance of minimum staffing is related to firefighter safety and funding.

## WORK SCHEDULE AND HOURS

### ARTICLE 25: Working Out of Classification

25.1 Any employee covered by this agreement who is required to temporarily accept

**Commented [Hv24]:** Parties agree there is a need to address the "responsibilities and duties of rank" definition both via LMC and the next staff meeting (September RR day)

substantially the same responsibilities and duties of a rank in the bargaining unit above that which the employee normally holds in the absence of a higher ranking employee for at least 12 hours in a work week shall be paid at the next higher pay rate for the higher classification that provides a 10% premium for the period, while on duty and so acting.

- 25.2 If the temporary vacancy of a Battalion Chief's position exists, the temporary vacancy shall be filled by the highest-ranking employee deemed by the District to be qualified to perform the duties and responsibilities of the Battalion Chief position.

#### WORK SCHEDULE AND HOURS

### **ARTICLE 26: Shift Trade**

- 26.1 Subject to the approval of the Fire Chief, employees may request to exchange shifts

when trading with other bargaining unit members if it does not interfere with the best interests of the Fire Department. Request for shift trade shall ~~be in writing and submitted to the Chief or his/her designee per procedure established by the District. Notification of the Chief shall be made in writing as early as possible.~~ Shift trades shall result in no additional cost to the District. Shift trades shall be considered as substitutions under 29 C.F.R.553.31 and DOL Opinion Letter 2004- 23, November 23, 2004, and the District shall have no obligation to keep records of such trades or to revise hours of work to reflect the substitution.

**Commented [Hv25]:** All parties agree to this change. Intention is to allow shift trades via Aladtec or other process being used at OIFR.

26.2 If a request for a Shift Trade is denied the reasons for denial will be provided to the requesting employee in writing or email or according to the form of communication used for the Shift Trade request process.

26.3 The replacement employee must be qualified to fill the position of the employee they are replacing. Shift trades shall be limited as follows:

26.3.1 A Paramedic may work in place of a Paramedic.

26.3.2 A Firefighter/EMT may work in place of a Firefighter/EMT.

26.3.3 A Battalion Chief may work in place of a Battalion Chief.

**Commented [Hv26]:** 26.3.3 to be revisited after 15.1.1 is finalized

26.3.4 Employees shall not be allowed to be on duty in excess of ninety-six (96) hours of continuous duty, except if an emergency condition (e.g., including without limitation) is declared by the Fire Chief.

26.4 An employee who agrees to a shift trade and subsequently fails to complete the trade shall be held responsible for the hours agreed to, as follows:

26.4.1 An employee who fails to report for an agreed upon shift trade that results in overtime to fill that shift shall be charged the equivalent incurred cost of the employer for the replacement staffing out of their PTO bank in hours at a rate of 1 ½ hours for each hour not worked (i.e. overtime replacement 24 hours equates to 36 hours PTO). The employee who failed to report for the agreed shift trade will payback any extra expenses that was borne by the district in backfilling the position, i.e. travel costs. If no overtime is incurred, then the rate for PTO shall be the rate of 1 hour for each hour not worked.

26.5 The District and employees shall strive to set up and maintain an annual master shift schedule ~~for a one (1) month time period~~, posted electronically and accessible to employees.

## WORK SCHEDULE AND HOURS

### ARTICLE 27: Salary Schedule

27.1 The classification of positions covered by this and corresponding rates of pay shall be set forth in Appendix "A" which is attached hereto and made a part of this agreement.

**Commented [Hv27]:** Both parties will come to the next meeting (8/15/22) with proposals to define how the calculations that appear in appendix A will be calculated.

**Commented [Hv28]:** L3911 proposes calculating the "base rate" based on the top step LTEM wage equalling 110%. For example, using the 2022 scale, this would mean \$94,638.37 = 110%, therefore the base would be \$86,034.54.

#### WAGES AND ADDITIONAL PAY

### ARTICLE 28: Deferred Compensation

28.1 The District agrees to provide a Deferred Compensation plan during the term of this

agreement. Employee participation shall be voluntary.

- 28.2 Effective January 1, 2019, the District agrees to match the employee participant's contribution to the deferred compensation program up to a maximum of four percent (4%) of the employee participant's monthly wage. The contribution will occur on a monthly basis only. The employee participant shall notify the District of any changes in contribution at intervals established by the District. Such change in contributions shall be allowed at least once every three (3) months. Change requests in the contribution amount shall take place in the month requested and continue until the employee participant requests another change request.
- 28.3 The combined maximum contributions of the plan participant of the District shall not exceed the maximum deferral limits of Section 457 plans as established by the Internal Revenue Service.

#### WAGES AND ADDITIONAL PAY

## ARTICLE 29: Basic Rate, Overtime and Callback

- 29.1 Regular pay pursuant to FLSA): For the purpose of calculating the hourly rate of pay which shall apply to regular and excess hours of work (overtime), the established annual salary of each employee shall be divided by 2190.
- 29.2 All overtime must be approved in advance by the Fire Chief or responsible designate, except in an emergency situation.
- 29.3 Approved overtime shall be paid for on the basis of one and one half (1 1/2) times the employee's established regular rate of pay as determined under the FLSA. (Reference 29.1 above).
- 29.4 When an employee is required to attend trainings and meetings between scheduled shifts, the employee shall be compensated at one and one half times their base hourly rate for a minimum of two (2) hours. (Reference Articles 17,18).
- 29.4.1 The following exceptions apply: Training related to employees minimum qualifications i.e. Paramedic In-Service, Run Review, PALS, ACLS, MPD mandated courses, CPR/AED, FF1 and Haz-Mat Operations Academy to include any required courses to maintain FF1 and Haz-Mat Operations certification (Set by WA State Fire Marshals Office), Duty Officer Meeting (If scheduled concurrent with PM In-Service and Run Review), Annual Live Fire Exercise, and NFPA 1582 Annual Health and Wellness Evaluations.
- 29.5 An employee who has left work and is called back to work after completing an assigned shift, and when an employee is required to hold over into the oncoming shift (both of which shall be considered mandated hours) shall be compensated a minimum of two (2) hours at one and one half times his/her base hourly rate. The two (2) hour minimum shall not apply to employees held over for an alarm past termination of their scheduled shift.
- 29.6 For the purposes of calculating the Fair Labor Standards Act (FLSA) overtime under Section 7(k) of the FLSA for regular hours worked, a twenty-eight (28)-day work period of two hundred twelve (212) regular hours shall be established and employees shall be paid overtime on a work period basis for hours worked above two hundred twelve (212) hours.
- 29.7 No overtime shall be compensated for up to fifteen (15) minutes hold – over time either before or after an employee's shift as such time is included in the calculation of the base rate. Elective holdover time in excess of fifteen (15) minutes shall be compensated to the nearest fifteen (15) minute increment at the base rate i.e. report writing and shift hand-off meeting.

~~29.8~~ Call back Mandated (meaning non-voluntary or non-elective) assignment of work hours to fill shift vacancies shall be conducted in a manner that is mutually agreeable to both the Union and the District.

~~29.9~~29.8 Full-time employees will be used to "backfill" shift hours which become vacant due to the following employee events: Illness, injury, Paid Time Off, PFML, and military leave of less than ninety (90) days.

~~29.10~~29.9 For long-term vacancies which exceed ninety (90) days (including, but not limited

**Commented [Hv29]:** L3911 requested change in terminology from "callback" to "mandate". Both parties were in agreement.

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**Commented [Hv30]:** Process for assigning these extra hours is agreed as topic for LMC.

to, any of the employee events listed in Article 29.9 and paramedic school), the District will backfill the position according to the following process:

- a) Full-time employees will be given the opportunity to select shifts; provided, however, that no full-time employee may exceed eight (8) shifts during the applicable twenty-eight (28)-day FLSA work period. Employees selecting such shifts will be paid at their regular rate of pay (i.e., straight time).
- b) The District may fill any remaining shifts with per diem employees. The term “per diem employee” means a part-time employee whom the District utilizes to fill shift vacancies.
- c) Any remaining open shifts not accepted by per diem staff will be re-offered to full-time employees; provided, however, that no full-time employee may exceed nine (9) shifts in the applicable twenty-eight (28)-day FLSA work period. Employees working these shifts will be paid at their regular rate of pay (i.e., straight time) except for any hours during the ninth (9<sup>th</sup>) shift which exceed the FLSA 7(k) threshold.
- d) Volunteers possessing the following qualifications may be used to fill any remaining vacant shifts:
  - i. EMT-B for one year with OIFR post academy
  - ii. Firefighter for one year with OIFR post academy
  - iii. IFSAC FF1 Certification
  - iv. 105 calls in the prior 12 months at date of shift backfill
  - v. 24/10 hr. Duty Shifts in the prior 12 months at date of shift backfill
  - vi. Code Operator for Ambulance and Fire apparatus
  - vii. Successful completion of Incident Command skill station
  - viii. Successful completion of FF1 skill station
  - ix. Successful completion of EMT-B skill station

**Commented [Hv31]:** To be revisited after Article 33 is agreed on.

**Commented [Hv32]:** Discussion here regarding volunteers who attain paramedic certification. L3911 does not support having volunteer paramedics, based on need for experience. Comm. Fuller : the District is similarly nervous about volunteer paramedics for similar reasons. AC HV states last experience with trying to shift a volunteer into paramedic or firefighter only role was complicated from an administrative perspective. TO be revisited next session 8/15/22

## WAGES AND ADDITIONAL PAY

**ARTICLE 30: Longevity Pay**

- 30.1 Employees covered by this Agreement shall receive Longevity Pay based on the employee's years of service. Longevity Pay is represented in the annual salary as agreed upon in the Wage Scale (Reference Appendix A).
- 30.2 The District agrees to pay Longevity according to the following schedule upon satisfactorily completing the required years of service. Longevity for entry level employee shall be based on the employee's date of hire on full time status. Longevity for lateral employees shall be based on the employee's negotiated years of full time service with other emergency service organizations and shall not exceed 10 years.
- 30.3 Employees hired from the district volunteer responder pool may be given like service credit (i.e. years as a Firefighter/EMT) at the rate of 1 volunteer year to 6 months of professional longevity. No more than 10 volunteer years of credit will be given.

WAGES AND ADDITIONAL PAY



**ARTICLE 31: Compensation at Retirement, Dismissal, Resignation or Layoff**

31.1 Any employee who retires, is dismissed, resigns or is laid-off is eligible and shall be compensated accordingly for all accumulated paid time off at the employee's current rate of pay up to the PTO cap of ~~624~~<sup>576</sup> hours. In the event that an employee passes away during the duration of this agreement said paid time off shall be paid to the estate of the deceased employee.

LEAVE (PAID TIME OFF) BENEFITS

**ARTICLE 32: Holidays<sup>1</sup>**

32.1 Full-time Employees shall be paid time and one half the employee's straight time rate of pay when working the following observed holidays, beginning at 0800 and ending 0800 the following day. The following holidays shall be observed:

New Year's Day	January 1 <sup>st</sup>
MLK Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25 <sup>th</sup>

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<sup>1</sup> Employees who worked MLK Day or President's Day in 2020 will receive a retroactive payment for half time for those days.

LEAVE (PAID TIME OFF) BENEFITS

## ARTICLE 33: Paid Time Off (PTO)

33.1 Full-time employees shall earn PTO allowances and shall be eligible for PTO time as follows:

Completed Years of Service	Hours Per year
0-2 (0-24 Months)	<del>288240</del>
3-5 (25-60 Months)	<del>336288</del>
6-10 (61-120 Months)	<del>384336</del>
11+ (more than 120 months)	<del>432384</del>

33.2 Employees shall not be allowed paid time off during the first six (6) months of employment, unless agreed to upon by the Fire Chief.

~~33.3~~ The maximum allowable accumulation of unused paid time off shall not ~~exceed six hundred twenty-four with an annual exception noted in 33.3.1 below, exceed five hundred seventy-six (624576)~~ hours. In the event that an employee exceeds the maximum allowable paid time off that employee shall forfeit the additional hours earned over ~~624576~~ hours.

~~33.3.1~~ In each calendar year, unused PTO in excess of the 624 hour cap may be carried forward until November 1<sup>st</sup> of that year. At the November 1<sup>st</sup> deadline, the employee will have two options for those excess hours. If the employee does not choose one of the options below and designate the funds by November 1<sup>st</sup> the employee shall forfeit the remaining balance in excess of the 624 hours at the December pay period.

~~33.3.1a~~ Option 1: cash out up to maximum of 96 hours paid at straight time and have those funds rolled over unto either the 457 deferred compensation, ROTH IRA or otherwise agreed upon investment plan.

~~33.3.1b~~ Option 2: Cash out the 96 hours at straight time which will be applied to the employee's regularly scheduled paycheck in December of that year.

~~33.3.4~~ Paid time off schedules shall be implemented so as not to cause a hardship on the Fire District. Under normal circumstances PTO shall be approved as determined by the Fire Chief. Scheduled overtime cost incurred outside of what is agreed on is in Article 33.5.5a. L3911 is aware that overtime can be cost prohibitive and will strive to assist the District in keeping these costs manageable.

~~33.5~~ The process for vacation allocation shall be mutually agreed upon between the Union and the District. Each calendar year a full-time employee may cause a total of 72 hours of overtime (above the 216 hours per FLSA cycle) based on their PTO requests. (this does not include PTO used as sick leave). Once these 72 hours of OT have been caused, an employee can use PTO when availbale coverage has been identified that will not put the covering employee beyond 216 hours in any additional FLSA cycle per the calendar year. Each employee would be able to use their own 72 hours of coverage to incur overtime or allowed to share this leave incurring overtime with another employee of their job classification (EMT for EMT, Paramedic for Paramedic) Starting in November of each year, each employee will submit a total of 8 PTO requests. PTO requests will be submitted via the following process: ~~Vacation requests will be granted by employment longevity first and then first come first serve.~~

Commented [Hv33]: 10/5/22 - L3911 sent a proposal on Article 33. The District will review and respond at the next session.

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33.5.1 All employees will submit their first four 24 hour PTO requests no later than 0800 on the first Monday of November for the following year. The Fire Chief or his/her designee will assign these PTO requests based on seniority. These PTO requests will include two details:

33.5.1.1 Who the covering employee will be

33.5.1.2 Whether the covering employee will incur overtime based on working more than 216 hours in the designated FLSA 28-day cycle.

33.5.2 After the first round of PTO requests, a second round of four 24 hour PTO requests will be submitted by 0800 the second Monday of November. The Fire Chief or her/his designee will assign these PTO requests based on seniority. Such assignment will be made within seven calendar days. These PTO requests will also include the same information as in 33.5.1.1 and 33.5.1.2.

33.5.3 Failure of an employee to submit their PTO requests by the deadline will result in loss of their seniority advantage.

33.5.4 These deadlines may be changed with mutual agreement of both parties. If no mutual agreement exists the deadlines named in this contract will persist.

33.5.5 After the above steps are complete the scheduling process will then become a first come first served basis for subsequent PTO requests subject to the above overtime parameters.

33.433.6 After completion of one year's employment, the employee shall then be paid, if employment is terminated, for any unused accrued paid time off up to the 624-hour maximum PTO cap.

33.533.7 The District and the Union both recognize that PTO is to be utilized by the employee as a combination Sick Leave and Vacation Leave bank. Employees are expected to maintain an adequate PTO balance to cover unforeseen injury and illness. The District will not be required to cover additional Sick Leave pay benefits if the employee fails to maintain an adequate amount of PTO when they become sick or injured.

33.633.8 PTO coverage is to be equally shared by full time union staff within their job classification i.e. Battalion Chief/Captain/Lieutenant Paramedic for ~~a Battalion Chief/Paramedic same~~ and a Battalion Chief/Captain/Lieutenant FF/EMT for a Captain/Lieutenant FF/EMT for same.

~~33.6.4~~33.8.1 If PTO coverage is rejected by all union employees within that classification or would cause more overtime than the 72 annual hours allotted to the requesting party the District may hire per diem employees mutually agreeable between the Union and the District ( L3911 will propose language here)The employee who accepted the most recent PTO shift shall have last option for the next PTO shift.

~~33.6.2~~—If no coverage within job classification is available a higher classification employee may cover the open shift at the rate of the covering employee. If the extra shift is within one month of the request, the employees will have 72 hours to respond. If the available shift is beyond a month the employees will be given 14 days to respond.

~~33.6.3~~—If PTO is rejected by all Union employees within that classification, the district may hire per diem employees mutually agreeable between the Union and the District.

~~33.6.4 If no coverage is available, a higher classification employee may be granted to cover so long as they are compensated at the rate of the scheduled employees pay.~~

#### LEAVE (PAID TIME OFF) BENEFITS

## **ARTICLE 34: Disability/Sick Leave**

### **34.1 Sick Leave**

Full-time employees shall be paid for scheduled hours missed from work due to illness, injury or to care for an ill or injured immediate family member, up to the amount of their accrued PTO.

### **34.2 Maximum Accrual**

Sick leave is covered under the paid time off (PTO) as described in Article 33.

### **34.3 Sick Leave Use**

PTO shall be deducted and used on an hour-for-hour basis. Employees shall be entitled to use PTO when they are incapacitated for the performance of their duties by reason of personal sickness or injury. Additionally, application and limitations for leave shall be governed by the Federal and State Leave policies.

### **34.4 Notice of Inability to Report for Duty**

Employees shall notify the District of their inability to report for their scheduled duty at least four (4) hours prior to their scheduled shift, with the exception of bona fide emergencies. Every effort shall be made by employees to schedule health care appointments on their time off. Health care appointments during working hours shall be subject to the approval of the immediate supervisor. The Employer reserves the right to require reasonable written proof of illness, injury, or disability.

### **34.5 Exhaustion of PTO**

Employees who exhaust all of their accrued PTO may, in accordance with Article 36, be granted leave without pay or benefits, to a maximum of six (6) months.

### **34.6 Transfer of PTO**

Any employee may transfer his/her PTO to another employee who is sick or disabled, on the following conditions:

- 34.6.1 The recipient of the PTO must first exhaust all of his/her own available PTO. The employee may then request shared leave as follows:
- 34.6.2 If there is more than one employee who wishes to donate PTO, it will be the responsibility of the donating employees to decide among themselves who will donate what amount. Such amounts shall be given in writing to the District's Human Resources Manager.
- 34.6.3 If the receiving employee does not use all of the PTO donated, the unused portion shall be credited back to the employee(s) who donated it in proportion to the amounts originally donated.

34.6.4 Transfer of PTO shall be solely voluntary.

34.7 Industrial Insurance

In the case of employees who are absent due to illness or injury as a result of an on the job injury, the employee, subject to the approval of their treating physician, and in accordance with RCW 41.04, shall perform limited duty tasks as the District may require.

34.8 Limited Duty

The Union and the District recognize the need for temporarily assigning an employee who is experiencing a disability due to an off the job illness /injury to a "limited duty" assignment. Limited duty will not require the employee to perform all of the normal functions of the rank or job classification to which the employee belongs. Limited duty assignments shall be subject to availability of work and will be contingent upon the employee's physical condition and the attending physician's recommendations. Limited duty shall be for a period of twelve (12) weeks. Limited duty assignments may be extended beyond twelve weeks by the discretion of the district approval, but not to exceed an additional six (6) months if the employee has a pending prognosis of proximate return to work.

LEAVE (PAID TIME OFF) BENEFITS

## **ARTICLE 35: Bereavement Leave**

35.1 Full-time employees may receive up to ninety-six (96) hours off, as reasonably necessary at the sole discretion of the Chief, in the event of a death in the immediate family or domestic partner of the employee. Immediate family is defined as husband, wife, son, daughter, mother, father, grandparents, spouse's grandparents, brother, sister, grandparents' in-law, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandchildren, step- children, step-mother, step-father. Any time up to an additional forty-eight (48) hours beyond this amount required because of travel or extenuating circumstances in this paragraph shall be at the discretion of the Fire Chief. Excess time allowed may be used as PTO or leave without pay.

### LEAVE (PAID TIME OFF) BENEFITS



## **ARTICLE 36: Military Leave**

36.1 Military leave shall be granted pursuant to State and Federal laws. See RCW 38.40.060 (State) and USERRA (Federal)

36.2 Employees may use accrued PTO during periods of leave required in order for the employee to maintain status in a military reserve of the United States. Such leave shall be granted without loss of benefits.

36.3 Employees must notify the Employer of the need for the military leave as soon as they become aware of it. Reinstatement from military leave shall be in accordance with applicable law.

### LEAVE (PAID TIME OFF) BENEFITS

**ARTICLE 37: Leave of Absence Without Pay**

- 37.1 The Fire Chief may grant, in their sole discretion, a leave of absence without pay or benefits in appropriate circumstances for a period not to exceed six (6) months. In order to receive a leave without pay, the employee must submit a written request to the Fire Chief. Failure to return upon expiration date of leave may be cause for dismissal.
- 37.2 No leave of absence without pay shall be granted to an employee solely for personal gain or profit of such employee, nor shall leave without pay be granted to any employee until the employee has first used all but 96 hours of his/her earned and unused paid leave.
- 37.3 While on a leave of absence without pay, an employee shall not accrue paid leave, nor shall other benefits be continued at the District expense during the time the employee is on leave.
- 37.4 If the unpaid leave of absence is two months or less, the service credit date shall not be adjusted. If the unpaid leave of absence is more than two months, upon returning to work, the service credit date of the employee shall be adjusted for the unpaid portion of such leave of absence rounded to the nearest whole month.

LEAVE (PAID TIME OFF) BENEFITS

## **ARTICLE 38: Court Time/Jury Duty**

- 38.1 The District shall grant leave of absence with pay to any member of the bargaining unit for the period of time such member is required, pursuant to a subpoena or summons to appear before a court, judge, justice, magistrate, or coroner as a plaintiff, defendant, or witness, provided such appearance is due to the performance of their duties as an employee. Any off-duty member so required to appear shall receive a minimum of two (2) hours pay at the regular rate or the actual time involved at the regular rate, whichever is greater.
- 38.2 The District shall grant leave of absence with pay for jury duty. The employee shall notify the District when notification to serve on jury duty is received. The employee shall secure support from the District in seeking relief from jury duty when it interferes with professional obligations to their District assignments. Any compensation received for jury duty performed during working hours shall be reimbursed to the District. Employees shall be required to report to work for any portion of their regularly scheduled shift during which they are actually not serving on a jury or waiting to be impaneled.

## UNIFORMS AND MEDICAL BENEFITS

## ARTICLE 39: Uniform and Protective Equipment

39.1 The District agrees to furnish, as required by Chapter 296-305 WAC, full and complete turnout clothing, (helmet, visor and/or goggles, jacket, pants, suspenders, boots, hood and gloves) as well as any specialized personal protective equipment or clothing as authorized by the Fire Chief.

~~39.2~~—The District agrees to provide and maintain authorized Orcas Island Fire & Rescue uniforms through the use of a Quarter Master System (QMS) of uniform management. The Quarter Master System will operate by providing a basic uniform complement ~~over the first two (2) for the first years~~ of service and then maintain that uniform complement by providing each full-time employee an annual uniform allowance of \$500 to replace worn uniform items as needed. Amounts exceeding \$500 annual allowance will require approval by the Fire Chief or his/her designee. by replacing the necessary uniform part on an “as needed” basis as determined by the District. The purchase of new and/or replacement uniform parts shall only be through the QMS.

~~39.3~~—The District agrees to furnish new fulltime employees with uniforms and uniform accessories established through the Quarter Master program.

~~39.4~~39.2 The District maintains the right to require serviceable and standardized uniforms and shall have discretion to determine when any item of clothing or equipment shall be replaced.

UNIFORMS AND MEDICAL BENEFITS

**ARTICLE 40: Medical / Dental and Life Insurance**

- 40.1 2023-2024: Full-time Employees shall be covered under the District's group medical/vision/dental/life insurance program at the District's expense. The employee's immediate family as defined by WA State and the insurance policy shall also be entitled to the same coverage with the District paying 100% of the employee premium and 90% of the premium for the dependent coverage. Provided, that in the event of a premium increase in 2023~~9~~ – 2024~~2~~ which exceeds 6.0%, the parties will equally share the increase in excess of 6%.
- 40.2 The parties recognize that changes in plans and coverage outside control of the parties are likely. In the event the WSFCA modifies its current WSFCA Plan PPO- 100, going forward, the change will be adopted by the parties without further bargaining. Otherwise, the Employer will bargain about the proposed new plan offerings with the Union prior to implementation. If no agreement can be reached, the impasse shall be resolved as provided by RCW 41.56.
- 40.3 The District agrees to pay the cost of the monthly premium of a life insurance program mutually agreed upon by the District and the Local for full time employees.
- 40.4 The District and the Local shall convene a labor-management committee to further evaluate insurance options during the term of the Agreement.

UNIFORMS AND MEDICAL BENEFITS

**ARTICLE 41: Training**

41.1 **Elective Training.** Commencing upon mutual execution of this CBA, each employee shall receive a training allowance of one thousand dollars (\$1,000) per calendar year which may be used toward tuition and course materials for elective training. Such training must be pre-approved by the Fire Chief in order to be eligible for use of the training allowance. Elective training is non-compensable, and employees will perform no work during such training. Travel costs are not reimbursed for elective training.

41.2 **Training in District.** Commencing upon mutual execution of this CBA, each employee may attend up to forty-eight (48) hours of in-District training (pro-rated for 2023~~9~~ and for any year in which employment is a partial year) which is not required to maintain the employee's minimum certifications. Such training may be utilized at employee's discretion provided that the employee's compensable hours for the applicable work period are under the FLSA 36(k) threshold for overtime.

41.2.1 Any additional in-district training beyond the forty-eight (48) hours referenced herein requires approval of Fire Chief.

41.2.2 If unused, the forty-eight (48) hours are forfeited and do not carry over into the following calendar year.

~~This Article 41.2 benefit commences upon mutual execution of this CBA.~~

~~This Article 41.2 is a trial provision for 2020 and may be discontinued by the Fire Chief after December 31, 2020 if conflicts arise with scheduling and/or payroll.~~

41.3 **Mandatory Training Travel Reimbursement.** Employees will receive mileage reimbursement at Washington State rates for travel to mandatory training outside of the District. Mileage will be calculated from Station 21 for residents of Orcas Island or from the residence of the employee, whichever is shorter. Ferry mileage is not reimbursed; however, the ferry fare for Orcas residents (car and employee) returning home from mandatory training will be reimbursed.

DURATION OF AGREEMENT

This Agreement shall be effective as of the first day of January 2023, and shall remain in full force and effect through the last day of December, 2024.

With respect to articles of this Agreement, any such article may be opened for negotiations if mutually agreed by the District and the Union. If agreement is not reached within thirty days, said article shall remain in full force and effect as originally written.

Signed this \_\_\_ day of \*\*\*\*, 202~~3~~2.

**San Juan County Fire District #2**

**International Association of  
Firefighters Local #3911**

\_\_\_\_\_  
Chair of Board of Fire Commissioners

\_\_\_\_\_  
IAFF #3911 President

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
IAFF #3911 Representative

\_\_\_\_\_  
Board Member

Board Member

Board Member

APPENDIX A: Salary Schedule

Effective January 1, 2023~~19~~, through December 31, 2024~~22~~, all employees covered by this Agreement shall receive wages in accordance with the following:

2019 WAGE SCALE							
STE							
1	Probation	\$56,228.43	\$25.68	\$61,851.28	\$28.24	\$68,036.40	\$31.07
2	Year 1 (2.5%)	\$57,634.15	\$26.32	\$63,397.56	\$28.95	\$69,737.31	\$31.84
3	Year 2 (2.5%)	\$59,075.00	\$26.97	\$64,982.50	\$29.67	\$71,480.74	\$32.64
4	Year 3 (2.5%)	\$60,551.87	\$27.65	\$66,607.06	\$30.41	\$73,267.76	\$33.46
5	Year 4 (5%)	\$63,579.47	\$29.03	\$69,937.42	\$31.93	\$76,931.15	\$35.13
6	Year 5 (3%)	\$65,486.85	\$29.90	\$72,035.54	\$32.89	\$79,239.08	\$36.18
7	Year 6 (5%)	\$68,761.19	\$31.40	\$75,637.31	\$34.54	\$83,201.04	\$37.99
8	Year 7 (2%)	\$70,136.42	\$32.03	\$77,150.06	\$35.23	\$84,865.06	\$38.75
9	Year 8 (2%)	\$71,539.15	\$32.67	\$78,693.06	\$35.93	\$86,562.36	\$39.53
10	Year 9 (2%)	\$72,969.93	\$33.32	\$80,266.92	\$36.65	\$88,293.61	\$40.32
11	Year 10 (2%)	\$74,429.33	\$33.99	\$81,872.26	\$37.38	\$90,059.48	\$41.12
12	Year 12 (2%)	\$75,917.91	\$34.67	\$83,509.71	\$38.13	\$91,860.67	\$41.95
13	Year 14 (2%)	\$77,436.27	\$35.36	\$85,179.90	\$38.89	\$93,697.88	\$42.78
14	Year 16 (2%)	\$78,985.00	\$36.07	\$86,883.50	\$39.67	\$95,571.84	\$43.64
15	Year 17 (3.8%)	\$81,986.43	\$37.44	\$90,185.07	\$41.18	\$99,203.57	\$45.30

2020 WAGE SCALE							
STE							
1	Probation	\$58,871.17	\$26.88	\$64,758.29	\$29.57	\$71,234.11	\$32.53
2	Year 1 (2.5%)	\$60,342.95	\$27.55	\$66,377.25	\$30.31	\$73,014.96	\$33.34
3	Year 2 (2.5%)	\$61,851.52	\$28.24	\$68,036.68	\$31.07	\$74,840.34	\$34.17
4	Year 3 (2.5%)	\$63,397.81	\$28.95	\$69,737.59	\$31.84	\$76,711.34	\$35.03
5	Year 4 (5%)	\$66,567.70	\$30.40	\$73,224.47	\$33.44	\$80,546.91	\$36.78
6	Year 5 (3%)	\$68,564.73	\$31.31	\$75,421.21	\$34.44	\$82,963.32	\$37.88
7	Year 6 (5%)	\$71,992.97	\$32.87	\$79,192.27	\$36.16	\$87,111.48	\$39.78
8	Year 7 (2%)	\$73,432.83	\$33.53	\$80,776.11	\$36.88	\$88,853.71	\$40.57
9	Year 8 (2%)	\$74,901.49	\$34.20	\$82,391.64	\$37.62	\$90,630.79	\$41.38
10	Year 9 (2%)	\$76,399.52	\$34.89	\$84,039.47	\$38.37	\$92,443.40	\$42.21
11	Year 10 (2%)	\$77,927.51	\$35.58	\$85,720.26	\$39.14	\$94,292.27	\$43.06
12	Year 12 (2%)	\$79,486.06	\$36.30	\$87,434.66	\$39.92	\$96,178.12	\$43.92
13	Year 14 (2%)	\$81,075.78	\$37.02	\$89,183.36	\$40.72	\$98,101.68	\$44.80
14	Year 16 (2%)	\$82,697.29	\$37.76	\$90,967.02	\$41.54	\$100,063.71	\$45.69



15	Year 17 (3.8%)	\$85,839.79	\$39.20	\$94,423.77	\$43.12	\$103,866.14	\$47.43
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2021 WAGE SCALE**							
STEP							
1	Probation	\$61,814.73	\$28.23	\$67,996.20	\$31.05	\$74,795.81	\$34.15
2	Year 1 (2.5%)	\$63,360.10	\$28.93	\$69,696.11	\$31.82	\$76,665.71	\$35.01
3	Year 2 (2.5%)	\$64,944.10	\$29.65	\$71,438.51	\$32.62	\$78,582.35	\$35.88
4	Year 3 (2.5%)	\$66,567.70	\$30.40	\$73,224.47	\$33.44	\$80,546.91	\$36.78
5	Year 4 (5%)	\$69,896.09	\$31.92	\$76,885.70	\$35.11	\$84,574.26	\$38.62
6	Year 5 (3%)	\$71,992.97	\$32.87	\$79,192.27	\$36.16	\$87,111.48	\$39.78
7	Year 6 (5%)	\$75,592.62	\$34.52	\$83,151.88	\$37.97	\$91,467.06	\$41.77
8	Year 7 (2%)	\$77,104.47	\$35.21	\$84,814.92	\$38.73	\$93,296.40	\$42.60
9	Year 8 (2%)	\$78,646.56	\$35.91	\$86,511.22	\$39.50	\$95,162.33	\$43.45
10	Year 9 (2%)	\$80,219.49	\$36.63	\$88,241.44	\$40.29	\$97,065.57	\$44.32
11	Year 10 (2%)	\$81,823.88	\$37.36	\$90,006.27	\$41.10	\$99,006.89	\$45.21
12	Year 12 (2%)	\$83,460.36	\$38.11	\$91,806.40	\$41.92	\$100,987.02	\$46.11
13	Year 14 (2%)	\$85,129.57	\$38.87	\$93,642.52	\$42.76	\$103,006.76	\$47.04
14	Year 16 (2%)	\$86,832.16	\$39.65	\$95,515.38	\$43.61	\$105,066.90	\$47.98
15	Year 17 (3.8%)	\$90,131.78	\$41.16	\$99,144.96	\$45.27	\$109,059.44	\$49.80

~~\*\*Effective January 1, 2023, the wages in effect during 2022 shall be increased by 2% and shall have a further increase by 100% of the Seattle-Tacoma-Bellevue CPI-W (October — October) with a minimum of 1% and a maximum of 3%. The above table for 2021 reflects a hypothetical 3% COLA but is subject to change when CPI-W is issued, a COLA of 8%. L3911 agrees to forego the previous 2% longevity increase for the 2023 calendar year.~~

2022 WAGE SCALE**							
STEP							
1	Probation	\$64,905.47	\$29.64	\$71,396.01	\$32.60	\$78,535.61	\$35.86
2	Year 1 (2.5%)	\$66,528.10	\$30.38	\$73,180.91	\$33.42	\$80,499.00	\$36.76
3	Year 2 (2.5%)	\$68,191.31	\$31.14	\$75,010.44	\$34.25	\$82,511.47	\$37.68
4	Year 3 (2.5%)	\$69,896.09	\$31.92	\$76,885.70	\$35.11	\$84,574.26	\$38.62
5	Year 4 (5%)	\$73,390.89	\$33.51	\$80,729.98	\$36.86	\$88,802.97	\$40.55
6	Year 5 (3%)	\$75,592.62	\$34.52	\$83,151.88	\$37.97	\$91,467.06	\$41.77
7	Year 6 (5%)	\$79,372.25	\$36.24	\$87,309.48	\$39.87	\$96,040.41	\$43.85
8	Year 7 (2%)	\$80,959.69	\$36.97	\$89,055.67	\$40.66	\$97,961.22	\$44.73
9	Year 8 (2%)	\$82,578.89	\$37.71	\$90,836.78	\$41.48	\$99,920.44	\$45.63
10	Year 9 (2%)	\$84,230.47	\$38.46	\$92,653.51	\$42.31	\$101,918.85	\$46.54
11	Year 10 (2%)	\$85,915.08	\$39.23	\$94,506.59	\$43.15	\$103,957.23	\$47.47
12	Year 12 (2%)	\$87,633.38	\$40.02	\$96,396.72	\$44.02	\$106,036.38	\$48.42
13	Year 14 (2%)	\$89,386.04	\$40.82	\$98,324.65	\$44.90	\$108,157.10	\$49.39
14	Year 16 (2%)	\$91,173.77	\$41.63	\$100,291.14	\$45.80	\$110,320.24	\$50.37
15	Year 17 (3.8%)	\$94,638.37	\$43.21	\$104,102.21	\$47.54	\$114,512.41	\$52.29

~~\*\*Effective January 1, 2024<sup>2</sup>, the wages in effect during 2023<sup>1</sup> shall be increased by 2% (longevity) and shall have a further COLA increase of 6%. by 100% of the Seattle-Tacoma-Bellevue CPI-W (October—October) with a minimum of 1% and a maximum of 3%. The above table for 2022 reflects a hypothetical 3% COLA but is subject to change when CPI-W is issued.~~

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Notes on Wage Tables and Retroactive Pay:

1. **Annual Increase and COLA:** ~~The wage table for 2023 2019 and 2020 represents a 2% per year wage increase plus a further cost of living increase (COLA) of 100% of the Seattle-Tacoma-Bellevue CPI-W (October—October) with a minimum of 1% and a maximum of 3% cost of living increase (COLA) of 8%, but will not include the 2% longevity increase of previous years. The wage table for 2024 reflects a COLA increase of 6% and in addition a return of the longevity increase of 2%.~~
2. **Retroactive Pay:** Following the first payroll which is feasible for the District following mutual execution of this CBA ("Effective Date"), the District shall make a lump sum retroactive payment to each covered employee for the following:
  - a. ~~Wage increases of 2% COLA increase of 3% for 2019 and that portion of the period of January 1, 2023 2020 through the Effective Date of this contract.~~
  - b. The parties agree that the COLA for 2023<sup>1</sup> was 83.0%. Of this amount, the District has already paid 52.8%; thus, an additional 30.2% in retro pay for this COLA is due for the period of January 1, 2023<sup>1</sup> to the Effective Date.

~~The parties agree that the COLA for 2020 is 2.7%. The District has already paid this amount in 2020 and, thus, no retro payment is due for this COLA.~~

Appendix A-1:

The following fire department were identified as comparables for the purpose of this contract:

- 1) Anacortes Fire Department
- 2) Camano Island Fire and Rescue
- 3) Mount Vernon Fire Department
- 4) Burlington Fire Department
- 5) North County RFA

**Commented [Hv34]:** Core criteria was assessed value, proximity, primary ALS response/transport and fire suppression responsibilities Both parties may mutually agree to expand this list based on issues that may arise during negotiations. Both parties agree to the content of this comment.

**Commented [Hv35]:**

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