

**Agreement Between  
East County Fire and Rescue and  
East Clark Professional Firefighters  
IAFF Local 2444**



**January 1, 2025 - December 31, 2027**

## Table of Contents

|   |    |
|---|----|
| Table of Contents.....  | ii |
| Preamble.....   | iv |
| Article 1-Recognition.....                                    | 5  |
| Article 2 – Union Security.....                               | 6  |
| Article 3 – Checkoff of Dues.....                             | 7  |
| Article 4 – Work Schedules-Overtime.....                      | 8  |
| Article 5-Paid Leave.....                                     | 12 |
| Article 6-Sick Leave.....                                     | 14 |
| Article 7 – Bereavement Leave.....                            | 16 |
| Article 8 – Jury Duty.....                                    | 17 |
| Article 9 – Other Leaves.....                                 | 18 |
| Article 10-Seniority.....                                     | 19 |
| Article 11-Trades.....  | 20 |
| Article 12 – Benefits.....                                    | 21 |
| Article 13-Uniforms & Equipment.....                          | 22 |
| Article 14-Disciplinary Procedures.....                       | 24 |
| Article 15-Grievance Procedure.....                           | 27 |
| Article 16-Non-Reduction of Wages and Working Conditions..... | 29 |
| Article 17-Strikes and Lockouts.....                          | 30 |
| Article 18-Union Representatives.....                         | 31 |

---

|   |    |
|---|----|
| Article 19-Bulletin Boards .....                      | 32 |
| Article 20-Non-Discrimination .....                   | 33 |
| Article 21 -Wages, Classifications and Pay Plan ..... | 34 |
| Article 22 -Probation and Annual Evaluation.....      | 39 |
| Article 23-Liability Insurance .....                  | 40 |
| Article 24-Rules and Regulations .....                | 41 |
| Article 25-Management Rights .....                    | 42 |
| Article 26 –Tuition Assistance.....                   | 43 |
| Article 27-Tobacco, Drug and Alcohol Usage.....       | 44 |
| Article 28- Wellness and Fitness .....                | 45 |
| Article 29 – Use of Fire Station .....                | 48 |
| Article 30 – Labor Management Committee .....         | 49 |
| Article 31-Severability .....                         | 50 |
| Article 32 –Termination and Renewal .....             | 51 |
| Article 33-Comparable Criteria.....                   | 52 |
| Article 34-Wildland Mobilization.....                 | 53 |
| Article 35 Temporary Full-Time Firefighters .....     | 54 |
| Article 36-Reduction in Force .....                   | 55 |
| Appendix A-Wage Scales.....                           | 57 |

## Preamble

THIS AGREEMENT is made and entered into by and between East County Fire and Rescue, hereinafter referred to as the "District," or "Employer" and the International Association of Fire Fighters, Local No. 2444, chartered by the International Association of Fire Fighters, AFL-CIO, hereinafter referred to as the "Union".

WHEREAS, it is the purpose of this agreement to achieve and maintain a high level of performance in the operation of the District, together with promoting efficiency, productive initiative, and harmonious relations between the District and the Union, and to provide for the rights, well-being, and security of the parties involved, and

WHEREAS, the parties have agreed to certain terms and conditions of wages, hours, and conditions of employment for employees of the District as listed herein and wish to reduce the agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY AGREED TO AS FOLLOWS:

## **Article 1-Recognition**

- 1.1 The Employer agrees to recognize the union as the sole collective bargaining agent for all full-time firefighters regardless of job classification that are employed with the district but excluding the fire chief and deputy chief.
- 1.2 The employer and the union agree that questions of union representation that may arise shall be resolved in accord with rules of the Washington State Public Employment Relations Commission (PERC) and in accordance with local, state or national statutes and rules.
- 1.3 A written list of the names of union officers shall be furnished to the District and the Union will notify the district of any change(s) within thirty (30) calendar days of the date that the changes occur.

## Article 2 – Union Security

- 2.1 The employer agrees to remain an independent neutral third party regarding the relationship between the union and the represented employees.
- 2.2 The employer and the union agree that union membership is not a condition of employment for the term that the Janus vs AFSCME SCOTUS decision remains in effect but, if the decision is overturned, the terms of the union security established prior to the supreme court decision shall be reinstated.
- 2.3 All new employees, as a condition of employment, shall provide the employer with a form indicating their desire to be a member or not a member of the Union within 30 days of employment. The desire to become a union member will be indicated by signing a Union provided "opt-in" form. The desire to not be a member of the union will be indicated by the employee signing a union-provided "opt-out" form. Within the first 7 calendar days of employment, all new employees will be afforded a 1-hour briefing from the union at which the employees will have the opportunity to receive an "opt-in" form and an "opt-out" form. This briefing is "work" and will be conducted consistently with the terms of this CBA.
- 2.4 Nothing in the above sections will interfere with the employees' rights under RCW 41.56.122 of the Public Employees Collective Bargaining Act.
- 2.5 The employer shall deduct a monthly "union deduction" in an amount dictated by the union from all union members' pay. Existing employees who are non-members and choose to join the union shall sign a union-provided "opt-in" form which will be provided to the employer and indicate their desire for the dues deduction to take place. The monthly "union deductions" shall continue until the member revokes their membership in the union as described in Article 2.6 or the member's employment with the district is terminated.
- 2.6 The employer shall not deduct a monthly "union deduction" from non-members of the Union. Union members who choose to revoke their union membership and become non-members shall sign a union provided "opt-out" form which the employee will be responsible for providing to the employer to indicate their change in status.

### **Article 3 – Checkoff of Dues**

The employer agrees to deduct union dues and assessments from the wages of each employee upon receipt of the employee's authorization. The employer agrees to forward such dues to the office of the union at least monthly.

## Article 4 – Work Schedules-Overtime

- 4.1 It is in the best interest of the fire service to allow for flexibility in scheduling by both parties. This is necessary to provide trained personnel for fire/medical responses and to provide fire service coverage.
- 4.2 The Employer will follow the work schedule provisions set forth below. If the Fire Chief determines a work shift and/or workweek change needs to be made, the Employer shall provide at least 14-day advance notice to the affected employee except in the event of an emergency.
- 4.3 Work shifts shall begin at 7:00 a.m. and shall consist of twenty-four (24) consecutive hours at the fire station followed by forty-eight (48) consecutive hours off duty.
- 4.3.1 Each 24-hour schedule represented employee shall work an average of 50.6 hours per workweek. This will be accomplished by scheduling twelve (12) Kelly Days annually. Kelly days will be selected by the employees in order of seniority prior to December 15<sup>th</sup> of the preceding year. No two Kellys may occur on the same shift.
- 4.3.2 Beginning January 1, 2025, a 1-year trial period will begin for a new schedule. Referred to as, "1-3-2-3," employees will work 24 hours on, 72 hours off, 48 hours on, 72 hours off. This trial period will expire December 31, 2025 unless mutually agreed to by both the district and the bargaining unit.
- 4.4 To harmonize the FLSA cycle, all employees will start on the same 27-day cycle on January 1, 2025. All regularly scheduled hours worked, more than two hundred four (204) in a 27-day cycle shall be compensated at one and one-half (1.5) times their regular rate of pay. All extra hours worked, as authorized by the fire chief, beyond the employee's regular twenty-four (24) hour shift schedule, shall be compensated at one and one-half (1.5) times their regular rate of pay. Overtime shall be accrued in fifteen (15) minute increments rounded up.
- 4.5 When an employee is assigned to work out of class as an acting officer, they will receive out of class pay as follows: Employees who are fully qualified for promotion to the position that they are filling shall be paid their base rate of pay plus 6%. Employees who are not fully qualified for promotion to the position that they are filling shall be paid their base rate of pay plus 3%. Employees working overtime will be paid their overtime rate of pay plus their out-of-class compensation as specified above. In the absence of a captain, the acting officer position shall be assumed by the highest scoring member on the promotional list for the rank being filled or in the absence of a promotional list by the senior, ranking (by classification) employee on duty.



- 4.6 In the event a represented employee is required to change their scheduled station, with less than 48 hours' notice, that employee will be paid one hour extra at the overtime rate to facilitate the moving of equipment prior to the start of shift. Emergency and scheduled callback are excluded from this article.
- 4.6.1 Callback for shifts will be initiated and monitored through the callback module in Vector Scheduling by the officer or acting officer as authorized by the chief. The following benchmarks will be followed regarding acceptance of overtime:
- Greater than 24 hours' notice – 1 hour to respond.
  - Less than 24 hours' notice – 10 minutes to respond.
- 4.6.2 Updating of the callback list is automated in the Vector Scheduling callback module. Hours accepted by a firefighter are to be added to the callback list immediately upon his/her accepting of the hours. Monitoring and maintenance of the callback list will henceforth be assigned to captains.
- 4.6.3 On January 1<sup>st</sup> each year the callback list shall be reset to maintain ranking by resetting hours to zero and ranking employees in the hundredth decimal place. Members on probation January 1<sup>st</sup> shall be placed at 1,500 hours and ranked according to hire date by 200 additional hours per probationary member. Upon completion of probation, the sum of additional hours shall be removed from the member's total hours. The list shall only be reset January 1<sup>st</sup> of each year.
- 4.7 Overtime to fill officer vacancies will be offered to officers first and overtime to fill firefighter vacancies will be offered to firefighters first. If an officer vacancy cannot be filled by an officer, the overtime will be offered to firefighters. If a firefighter vacancy cannot be filled by a firefighter, it will be offered to officers.
- 4.8 This alternative schedule referred to as the "Kelly float" schedule may be offered to the members of Local 2444 employed by ECFR. Filling of the Kelly float position will be at the sole discretion of the district. Kelly float assignment will be filled from firefighters within the bargaining unit on a seniority basis, from the highest seniority to the lowest seniority within rank. The Kelly relief position will be assigned on an annual basis, no later than November 1<sup>st</sup> of the preceding year.

- 4.8.1 It is understood that the Kelly float assignment is at the rank of firefighter, and that captains will not be eligible for this assignment. The Kelly float firefighter will be a full-time firefighter working an alternative schedule and shall have benefits associated with full-time employment as agreed to in the current collective bargaining agreement (CBA). Kelly days are a required Fair Labor Standards Act (FLSA) hours reduction and shall not be considered elective leave.
- 4.8.2 The firefighter assigned to the Kelly float position is required to work nine shifts per month where vacancies are created by other members on a Kelly shift. The Kelly relief firefighter may choose which Kelly shift vacancies they will work within a given month. Shift selection must be made on a month-by-month basis providing at least 60 days' notice to allow time for scheduling other shifts to be filled.
- 4.8.3 Firefighters who are on a performance improvement plan (non-disciplinary or disciplinary) shall not be eligible for assignment to the Kelly relief position. If a firefighter assigned to the Kelly relief position is assigned a performance improvement plan while in that position, they will return to the regular shift schedule and the Kelly relief position will be filled for the remainder of the year using the procedure specified in this section.
- 4.9 The regular work schedule specified in Article 4 of the collective bargaining agreement may be modified by mutual agreement between the district and a member of the union for the purpose of attending training with a duration of 24 hours or greater inclusive of class and travel time or for a light duty assignment.
- 4.9.1 Assignment to the modified work schedule will be limited to the duration of training. The modified work schedule will maintain the employee's 50.6-hour work week and all hours worked more than 204 in a 27-day cycle shall be compensated at time and one half as provided in Section 4.4 of the collective bargaining agreement. All extra hours worked, as authorized by the fire chief, beyond the number of hours that would have been worked on the employee's normal 24-hour shift schedule, shall be compensated at one and one-half (1.5) times their regular rate of pay. Overtime shall be accrued in 15-minute increments rounded up.

- 4.9.2 If the duration of training and related travel exceeds the number of hours that would have been worked by the employee while on their normal 24-hour shift schedule they will receive overtime pay as specified in Section 4.4 of the collective bargaining agreement. If the duration of the training and related travel is less than the number of hours that the employee would have worked while on their normal 24-hour shift schedule, they must choose one of the following options at their discretion: 1) work the additional hours at a mutually agreeable time during the 27-day cycle. 2) if scheduled for a call shift after the training and within the 27-day cycle, the hours needed to meet the hours that would have been worked on their normal 24-hour shift schedule will be paid at straight time and the remainder at overtime as specified in Section 4.4 of the collective bargaining agreement. 3) the employee may take vacation for the difference in hours between the training and travel duration and the hours that they would have worked.

## Article 5-Paid Leave

- 5.1 Each Full-Time Employee shall earn vacation leave in accordance with the following schedule. Vacation hours will start to accrue bi-monthly upon the first day of employment. Vacation cannot be used until after six (6) months of employment.

| Length of Service | Hours/Year |
|-------------------|------------|
| 0-2 yr.           | 164        |
| 3-5 yrs.          | 212        |
| 6-9 yrs.          | 260        |
| 10-15 yrs.        | 308        |
| 16 or more yrs.   | 332        |

- 5.2 A maximum total of one and one-half (1.5) years of vacation accrual may be accumulated.
- 5.3 Employees shall receive all accrued vacation at the time of termination including vacation earned on pro-rata basis during the year of termination. Vacation shall be cashed out at the employee's hourly rate at the time of separation.
- 5.4 Employees who have accrued vacation that exceeds the limits of the provisions above shall be paid for all hours more than those limits at 100% of their respective regular rate of pay in the pay period that the maximum accrual is exceeded.
- 5.5 Employees will also receive the following 80 hours as "holiday" hours. These hours will be deposited into the employee's holiday leave bank on January 1 of each year. Holiday hours are used in the same manner as vacation. Holiday hours do not roll over from year to year. If not used, they will be paid out in the first pay period in December along with pay for holiday hours specified in Section 5.6 of this article.
- 5.6 For the term of this contract, the district and bargaining unit agree to a roll-in period for additional holiday hours that will be paid to the employee at their regular hourly rate of pay in the first pay period in December. In 2025, the employee will be given 20 hours. In 2026 and 2027, the employee will receive an additional 20 hours each year for a total of 60 hours over the term of the contract.

| Year | Paid Holiday Hours |
|------|--------------------|
| 2025 | 20                 |
| 2026 | 40                 |
| 2027 | 60                 |

- 5.7 Employees shall not cancel scheduled leave with less than forty-eight (48) hour notice if a member has been scheduled to fill the shift vacancy created by the employee's leave. In the absence of a member on scheduled callback, an employee may cancel scheduled leave with less than forty-eight (48) hours' notice.

## Article 6-Sick Leave

- 6.1 The district agrees to provide represented employees paid sick leave earned at eighteen (18) hours per month with sick leave accrual to a maximum of one thousand three hundred fifty-two (1352) hours for twenty-four (24) hour shift personnel.
- 6.2 Employees noted in Section 6.1 above are entitled to use sick leave for personal illness or injury, quarantine due to exposure to contagious diseases, any physical treatment or examination including medical, dental or ocular. Employees may also use sick leave for family members using the provisions provided in Section 6.4.
- 6.3 Family member is defined as:
- 6.3.1 A child including: a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status.
  - 6.3.1 A parent including: a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
  - 6.3.2 A spouse.
  - 6.3.3 A registered domestic partner.
  - 6.3.4 A grandparent.
  - 6.3.5 A grandchild.
  - 6.3.6 A sibling.
- 6.4 Represented employees working a 1-3-2-3 shift schedule may be required to present a certification of illness, injury, quarantine, treatment or examination from a licensed health care provider when sick time is used for more than three (3) consecutive 24-hour work shifts.
- 6.5 Employees entitled to sick leave who have exhausted their sick leave accrual may use accrued vacation.
- 6.6 The union and the employer agree to abide by the provisions of the Federal Family Medical Leave Act, Washington Family Leave Act and Washington Family Care Rules.

- 6.7 An employee may transfer accumulated sick leave to another employee of the district. This would allow employees who have exhausted all sick leave to remain at home with immediate family members who are ill, or when the employee needs additional time for recovery from an injury or illness. When sick leave is transferred between employees of different rank, classification, or pay range, sick leave will be exchanged hour for hour.
- 6.8 If separated from service for any reason the employee will not be compensated for unused sick leave.
- 6.9 Employees may use earned sick leave to care for their child while a neonate. For this article "neonate" will be defined as a child in the first 30 days since birth.

## **Article 7 – Bereavement Leave**

- 7.1 Upon employee request, a maximum of 24 hours of paid leave shall be granted for bereavement and funeral leave to the employee who is required to travel less than 300 miles when the following family members are involved: spouse, children, parents, brother, sister (or the step-and in-law equivalents of all listed), grandparents, grandchildren, aunts, uncles, or other relatives living in the employee's household. Time off, with pay, will be allowed for the purpose of attending the funeral of a district member.
- 7.2 Up to 48 hours of paid leave will be granted for bereavement and funeral leave to the employee who is required to travel 300 miles or more when the following family members are involved: spouse, children, parents, brother, sister (or the step-and in-law equivalents of all listed), grandparents, grandchildren, aunts, uncles, or other relatives living in the employee's household.
- 7.3 Employees who are on duty shall be allowed by the employer to attend the funeral of deceased fellow employees with pay if the district can have another agency provide for emergency response.



## **Article 8 – Jury Duty**

- 8.1 Employees shall be granted paid leave (at no cost to the employee) to fulfill the function of juror when summoned by a recognized court of law.
- 8.2 The employee shall forfeit to the district all compensation (exclusive of expense reimbursement) paid to him/her by the court.
- 8.3 The employee will notify the district as soon as possible and provide the chief with a copy of the summons.
- 8.4 The district reserves the right to petition the respective court system to defer the jury duty due to the nature and needs of the employee's position.
- 8.5 A summoned employee will be passed over on the callback list for the duration of time that he/she is on call, waiting to be impaneled or serving on a jury.

## Article 9 – Other Leaves

- 9.1 In the event of a military leave, the employer abides by the provisions of the state of Washington RCW 38.40.060 which stipulates that employees who are members of the National Guard or Federal Reserve military units are entitled to be absent from their duties up to twenty-one (21) calendar days with pay during each year (Oct 1-Sept 30) while engaged in the performance of ordered military duty and while going to or from such duty.
- 9.2 Spousal Military Leave.
- 9.2.1 During a period of military conflict declared by the President or Congress, the employer abides by the provisions of state of Washington RCW 49.77 which stipulates that an employee who is the spouse or registered domestic partner of a member of the Armed Forces, National Guard or Reserves is entitled to up to 15 days of unpaid leave while his/her spouse or domestic partner is on leave from deployment, or before and up to deployment. (Spousal military leave may also be covered under FMLA leave for a qualifying exigency, although an employee need not meet the more stringent FMLA eligibility requirements to take this spousal military leave.) The purpose of this leave is to support the families of military personnel serving in military conflicts by permitting them to spend time together before a family member is deployed or while the family member is on leave from a deployment. An employee must work an average of 20 hours per week to be eligible for this family military leave.
- 9.2.2 An employee who seeks to take family military leave must provide the district with notice of his/her intent to take leave within five business days of receiving official notice that the employee's spouse will be on leave or of an impending call to active duty. The employee may substitute any available accrued leave for any part of this family military leave.
- 9.3 Members of the union negotiation committee shall be allowed to attend negotiation sessions while on-duty when staffing allows and there is no increased cost to the district.

### **Article 10-Seniority**

- 10.1 Seniority is the length of continuous employment of an employee with the district. Seniority shall be observed with respect to transfers and layoffs. Due to the manner in which seniority is defined, the district shall not hire any two employees on the same date.
- 10.2 Seniority shall be broken only by resignation, discharge, retirement, layoff of more than eighteen (18) months, or failure to return in accordance with the terms of a leave of absence or when recalled from layoff.
- 10.3 The fire district shall establish a seniority list of all employees covered by this agreement, and it shall be kept up to date on an electronic bulletin board or such medium available to all personnel. Any objections to the seniority list, as posted, shall be reported to the fire chief or his/her designee and corrected by him/her if found to be in error.
- 10.4 Seniority shall be considered with respect to promotions when all other considerations are equal.

## **Article 11-Trades**

- 11.1 Employees represented by the bargaining unit shall be allowed to exchange shifts with one another. These shift trades shall not unduly financially burden the district. It shall be the responsibility of the parties involved to keep track of any trade obligations. Trades shall reflect on the district work schedule.
- 11.2 Trade requests will not be capriciously or arbitrarily withheld. If a trade request is denied, the employer will state in writing the reason for the denial. Trade requests will be addressed within seventy-two (72) hours of submitting the written request. In the absence of the fire chief, the captain or acting officer may respond to the trade submittal. Once two members have initiated an approved trade, it shall be the responsibility of those two members trading respectively to work the trade as approved or utilize accrued leave as provided in the provisions above (Articles 5-9).

## **Article 12 – Benefits**

- 12.1 The district shall provide long term disability insurance coverage per VFIS Accident and Sickness Policy, and Cigna AD&D or equivalent. Additionally, the District shall provide 24-hour life insurance for all LEOFF Employees. See attachment of benefits provided.
- 12.2 The represented employees shall be offered the option of enrolling themselves and their eligible dependents into the Washington State Fire Commissioners PPO 100 or Kaiser Plan offered by Trusted Plans for health insurance.
- 12.3 The represented employees shall be offered the option of enrolling themselves and their eligible dependents into the currently offered plan for dental insurance.
- 12.4 The represented employees shall be offered the option of enrolling themselves and their eligible dependents into the currently offered plan for vision insurance.
- 12.5 The district shall pay the premiums for medical, dental and vision insurance, based upon the following fee structure:
- 12.5.1 100% cost of employee's insurance premiums.
  - 12.5.2 80% cost of eligible dependents insurance premiums (employees shall pay 20% of total premium cost through pre-tax payroll deduction).
- 12.6 The represented employees shall receive a contribution made by the employer into a voluntary employee's beneficiary association (VEBA) account administered by Benefits Plans Administrative Services, Inc. (BPAS) in the following amount: \$1000 annually (paid in January).

## Article 13-Uniforms & Equipment

- 13.1 Uniforms and items unique and required for the proper and safe delivery of public services will be provided. All uniforms and equipment issued or purchased by the district shall remain district property and must be returned upon separation from service.
- 13.2 The employer has implemented a quartermaster system under ½ which the employer shall be responsible for cleaning and/or replacing worn, damaged and incorrectly sized issued uniform items.
- 13.3 Initial uniform issue shall consist of at least the following:

| Number | Uniform Item   |
|--------|--|
| 2      | Nomex or equivalent uniform pants                              |
| 2      | Nomex or equivalent uniform shirts (long or short sleeved)     |
| 2      | Sweatshirts-(2) 1/4 Zip or (1) 1/4 Zip and (1) work Sweatshirt |
| 2      | Long sleeve t-shirts   |
| 2      | Short sleeve t-shirts  |
| 1      | Baseball cap   |
| 1      | Belt   |
| 1      | Jacket   |
| 1      | Uniform badge  |
| 1      | Pair collar brass for officers                                 |
| 1      | Pair station boots   |
| 1      | Pair of shorts or sweatpants for physical fitness              |

- 13.4 At such time that Washington Administrative Code (WAC) 296-305 is amended to permit non PFAS containing work uniform clothing, the preceding table shall be revised to reflect this change and provide employees with such clothing.
- 13.5 Uniform replacements must be authorized by a chief officer and will be at his/her discretion.
- 13.6 Upon promotion to top-step firefighter, the district shall permanently issue employees new Class A uniform items to include one hat, one jacket, one shirt, one pair of pants, one tie, one belt and one pair of patent leather style dress shoes along with all appropriate badges and insignia. A uniform vendor and specification will be agreed upon by the district and labor group to ensure consistency in style, quality, and price. If that

vendor is no longer available or the price changes significantly, the district and labor group can elect to meet to establish a new vendor.

- 13.6.1 The uniform components and layout will be consistent with that which the other bargaining units of the union local wear except the department patch will be that of the district.
- 13.6.2 If a represented employee chooses to purchase a Class A uniform prior to attaining top step, he/she will only be eligible for reimbursement if the purchased uniform meets the chosen specification once he/she is promoted to top step firefighter.
- 13.6.3 The district agrees to pay for up to one cleaning a year and for any tailoring of the Class A uniform that is a result of regular wear and tear, with the employee purchasing and submitting receipt for reimbursement. When the Class A uniform bears the patch of the district, it shall be only worn consistent with the district uniform SOG.

## Article 14-Disciplinary Procedures

- 14.1 The disciplinary procedure herein in no way intends to limit the supervisor's ability to counsel or coach subordinates. Subordinate counseling or coaching are pre-disciplinary corrective actions that are intended to assist the employee in identifying and correcting workplace deficiencies.
- 14.1.1 Coaching and counseling may be done on an informal basis without requiring written documentation.
- 14.1.2 Supervisors may provide members with non-disciplinary written performance improvement plans to clearly state expectations and provide specific guidance for performance improvement. The performance improvement plan must clearly identify the performance deficiencies, actions necessary to correct those deficiencies, and the consequences if performance is not improved (meeting the requirements of section 14.2.1 of this article).
- 14.2 Primary emphasis will be placed on preventing situations requiring disciplinary actions through effective employer-employee and employee-management relations. When disciplinary action becomes necessary, the supervising officer will inform the member concerned of the reasons that justify the action. The officer will keep in mind that the primary objective of discipline is to correct and rehabilitate, not punish and penalize.
- 14.3 The employer has the right to and shall only discipline employees for and with just cause. Discipline should be applied at progressive and escalating levels to allow the employee proper notice of misconduct and an opportunity to improve performance. The level or degree of disciplinary action imposed shall be appropriately based on the employee's prior record of service, length of service, severity of offense and prior record of discipline.
- 14.4 Disciplinary action or measures shall include only the following:
- 14.4.1 Verbal reprimand.
- 14.4.2 Written reprimand.
- 14.4.3 Denial of privileges that may include trades or removal from shift assignment to 8-hour workdays for a specified period of time.
- 14.4.4 Suspension without pay.
- 14.4.5 Discharge.



- 14.5 Prior to the imposition of disciplinary action, the employee shall be informed of the alleged violation and be provided with a copy of relevant documents the employer has regarding the alleged violation that may exist.
- 14.6 In the case of potential suspension without pay or discharge the employer shall hold a pre- disciplinary hearing no sooner than ten (10) calendar days not including Saturday, Sunday or federal holidays from the time the employee was notified of the alleged violation. At this hearing the employee will be given an opportunity to present his side of the issue. In all disciplinary action the employee will be given an opportunity to explain their side before the action is finalized.
- 14.7 If the employee wants representation, said employee is entitled to have union or legal representation, at no cost to the employer, present at meetings held with the employer to discuss disciplinary action against the employee. Union representation shall be provided in a timely manner to allow for the meeting to occur within 24 hours of the request for representation.
- 14.8 When the employer determines the circumstances are such that retention of the employee will likely result in the disruption of employer services, damage to or loss of employer owned property or be injurious to the employee, fellow employees or the services provided by the employer, the employer may immediately suspend with pay, depending on the circumstances. In such cases, the facts supporting the circumstances will be made available to the employee by the employer not later than three (3) calendar days not including Saturday, Sunday or federal holidays after the action became effective.
- 14.9 The employee and the employee's Union representative with the employee's authorization shall have the right to inspect the full or part of the contents of his/ her personnel file. All documentation of disciplinary action shall be maintained in the employee's personnel file and disciplinary document shall not be placed in the personnel file without the employee having been first notified of the document, given a copy of the document, and a copy of the document delivered 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.
- 14.10 Documentation of verbal and written reprimands will be removed from an employee's personnel file after one year from the date said action was entered, provided that no further written reprimands have been issued within the one-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 one year from the date of the latest written reprimand.

- 14.11 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.
- 14.12 In the event that an employee is subject to discipline less than discharge they shall be provided with a performance improvement plan. The performance improvement plan must clearly identify the performance deficiencies, actions necessary to correct those deficiencies, and the consequences if performance is not improved.

## Article 15-Grievance Procedure

- 15.1 The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure, and there shall be no suspension of work or interference with the operations of the district. Grievances or disputes which may arise, including the interpretation or application of this agreement, shall be settled as outlined in this section. In the grievance procedure, the aggrieved individual employee shall have the rights as guaranteed by RCW 41.56.080 to represent him/herself or to be represented by his/her union representative. In addition, the union has the right in its own capacity to act as an aggrieved party in the grievance procedure.
- 15.2 Both parties understand that open, honest communication is essential to successful dispute resolution. The union and the district agree to communicate in good faith and make all reasonable attempts to avoid escalation of any disputes that may arise.
- 15.3 A grievance is defined as a dispute involving the interpretation, application or alleged violation of any specific provision of this agreement.
- 15.4 Grievances must be initiated under the grievance procedure within thirty (30) calendar days of the alleged violation or when the employee should have reasonably known about the alleged violation. Failure to timely file a grievance results in said alleged grievance being forever forfeited.
- 15.5 Grievances must be in written form and contain the following:
- 15.5.1 A full description of the grievance and how the grievant(s) was/were affected.
  - 15.5.2 Identify the section(s) of the CBA allegedly violated and state the specific nature of the violation.
  - 15.5.3 Indicate the date(s) of the grieved incident(s).
  - 15.5.4 Specify the remedy and/or solution to the grievance sought by the grievant.
  - 15.5.5 Identify the grievant(s) and be signed by the grievant(s).
- 15.6 Grievances shall be resolved in the following manner:
- 15.6.1 Step 1-The aggrieved employee and/or union representative outlines the grievance and proposed remedies if available and presents the same to the fire chief. The fire chief shall submit his decision to the aggrieved employee within ten (10) calendar days of notification.

- 15.6.2 Step 2-Provided the dispute is not settled satisfactorily in Step 1, the grieving party and/or union representative shall, within ten (10) calendar days of completion of Step 1, present the grievance in writing to the chief. The chief shall have ten (10) calendar days in which to submit his written decision.
- 15.6.3 Step 3-If the grievance is not settled satisfactorily in Step 2, either party may give notice to the other party within thirty (30) calendar days of their intent to submit the same grievance to mediation.
- 15.6.4 Step 4-If the grievance is not settled satisfactorily in Step 3, either party may give notice to the other party within thirty (30) calendar days of their intent to submit the same grievance to arbitration.
- 15.7 Time limits within a grievance procedure may be waived or extended by mutual agreement of both parties. Failure to pursue a grievance to the next step within specified timelines shall render final and conclusive the last determination and response.
- 15.8 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.
- 15.9 Arbitrators shall be chosen from a list provided by the Public Employment Relations Commission or the American Arbitration Association or from a list provided from any other source mutually agreeable, or by the parties mutually agreeing on an arbitrator. The arbitrator's decision shall be final and binding; however, the arbitrator shall have no power to render a decision that will add to, subtract from or alter, change or modify the terms of this Agreement.

## **Article 16-Non-Reduction of Wages and Working Conditions**

The parties hereto agree that the wages and working conditions now in force shall be maintained consistent with this agreement for its term. Any portion(s) of this contract can be opened for renegotiation by mutual consent of the parties.

## **Article 17-Strikes and Lockouts**

The district and the union recognize that the public interest requires the efficient and uninterrupted performance of all district services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this agreement, neither the Union nor the district shall cause, engage in, or sanction any work stoppage, strike, slow-down, or other interference with district functions. Employees who engage in any of the foregoing actions shall be subject to disciplinary action. The district shall not lock out any of its employees during the term of this agreement.

### **Article 18-Union Representatives**

An authorized representative of the union shall have the right to investigate grievances or conditions at reasonable hours upon first securing permission from the district to do so and without interfering with the progress of work. The union shall advise the district, in writing, of the names of their authorized representatives and stewards.

### **Article 19-Bulletin Boards**

The district shall provide space for a bulletin board at every staffed station for the union's use in an area conveniently accessible to bargaining unit employees. The union may maintain the board for the purpose of notifying employees of matters pertaining to union business only. All notices shall be signed by a representative of the union who is authorized by the union to approve union notices.



## **Article 20-Non-Discrimination**

- 20.1 The district agrees that they will not discriminate against any employee because of his Union activity.
- 20.2 Neither the union nor the district, in carrying out their obligation under this agreement, shall discriminate in matters of hiring, compensation, terms and conditions of employment, training, promotion, transfer, layoff, discharge, or otherwise because of race, color, creed, national origin, gender or age.
- 20.3 All references to employees in this contract designate both genders, and wherever the male gender is used, shall be construed to include male and female employees.

## Article 21 -Wages, Classifications and Pay Plan

- 21.1 The applicable pay plan is attached hereto and incorporated herein by references as Exhibit A to this contract.
- 21.1.1 New employees will be paid at the 4<sup>th</sup> class firefighter (probation) wage. An employee shall be granted a step increase subject to completion of probation and after completion of the first step requirements. Thereafter, an employee shall receive a further step increase after completion of each step requirement.
- 21.1.2 Promotional opportunities up to and including captain shall be made at the district's discretion-based on operational needs. It is the district's intent to promote from within the ranks. District personnel shall have first opportunity to fill officer positions. The district will utilize the rule of two for in-house officer testing. Should in-house testing fail to generate a passing candidate, the district reserves the right to recruit outside the ranks. The rule of three shall be utilized for outside testing.
- 21.1.3 In the fourth quarter of 2027, the district agrees to initiate a promotional process for the rank of lieutenant. Testing will be in-house first, unless suitable candidates cannot be found. The intent is to staff (1) captain and (1) lieutenant per shift, for a total of (3) each. A list will be established for use in 2028 at the district's discretion. Once implemented, Class 4 and Class 3 of the captain's wage scale will become Class 2 and "Class 1 of the lieutenant's wage scale.
- 21.2 Employees shall be paid semi-monthly no later than the 10th and 25th of each month.
- 21.3 The district agrees to the following pay adjustments during the term of this agreement:
- 21.3.1 Effective January 1, 2025, all employees in the bargaining unit shall receive a cost-of-living adjustment (COLA) to wage reflecting the Seattle-Tacoma-Bellevue CPI-U from June 2023-June 2024 with a minimum of 2.5% and a maximum of 4.5%.
- 21.3.2 Effective January 1, 2026, all employees in the bargaining unit shall receive a cost-of-living adjustment (COLA) to wage reflecting the Seattle-Tacoma-Bellevue CPI-U from June 2024-June 2025 with a minimum of 2.5% and a maximum of 4.5%.
- 21.3.3 Effective January 1, 2027, all employees in the bargaining unit shall receive a cost-of-living adjustment (COLA) to wage reflecting the Seattle-Tacoma-Bellevue CPI-U from June 2025-June 2026 with a minimum of 2.5% and a maximum of 4.5%.

- 21.4 In recognition of long-term service to the department, the district agrees to pay all represented members longevity pay on the following scale: Beginning of 10<sup>th</sup> year: 1% of base pay.
- 21.5 While the ability for firefighters to work in an out-of-class capacity is understood as a day-to-day operational need, the scope which they might work is typically limited to short-term, with few, if any, administrative responsibilities.
- 21.5.1 It is recognized that on occasion, the need may arise to promote a full-time member to a rank commensurate with responsibilities that are or will be expected of them to provide uninterrupted district business. In these unique situations, at the discretion of the fire chief, any full-time member not currently on probation may be temporarily promoted to a higher grade.
- 21.5.2 The length of temporary promotion shall not exceed 6 months. With mutual agreement, that length may be extended for an additional 6 months. During the time of temporary appointment, all benefits commensurate with the appointed rank will be extended to the temporary appointee and will discontinue at the end of the appointment.
- 21.5.3 Furthermore, any time-in-grade served by an appointee, with favorable performance review, will count towards future permanent promotions (i.e., probation).
- 21.6 The district and the union agree that the purpose of the East County Fire and Rescue Step Program is to provide for development of requisite knowledge and skill for firefighters and captains as well as a foundation for continuing professional development.
- 21.6.1 The intent of these revisions to the existing step program are to improve the quality of professional development for the members of Local #2444 employed by the district as well as develop alignment with the district's organizational values of integrity, compassion, professionalism, and equity with a focus on the district's vision of continuous improvement.
- 21.6.2 As these changes to the step program are substantial: Changes will be phased in over a two-year period between 2025 and 2026.
- 21.6.3 No member of the union will be subject to a reduction in class (e.g., 1st Class to 2nd Class, etc.) because of these changes to the step program.

- 21.6.4 Members moving from class to class (e.g., 4th Class to 3rd Class, etc.) will be required to meet the requirements of the next class in place at the time of their advancement and are not required to complete revised requirements of lower classes unless necessary to achieve requisite certification (e.g., prerequisite qualifications for certification as a Fire Officer I).
- 21.6.5 Unless otherwise specified, the requirements for firefighter and captain were effective 5/1/2023.
- 21.6.6 Training to meet the requirements for advancement within rank will be provided at no cost to members of the union. Educational requirements (college credits or degree completion) will be supported by the educational assistance and/or incentive programs provided for in the collective bargaining agreement.
- 21.6.7 Continuing education requirements for qualifications that are required to be maintained for the duration of employment by the district will be provided at no cost to the members of the union.

| Firefighter                                  |  |
|--|--|
| Firefighter 4 <sup>th</sup> Class (Pre-Hire) | <p>High school diploma (or general education diploma (GED))</p> <p>Washington Class C Driver’s License (must be maintained for the duration of employment)</p> <p>International Fire Service Accreditation Congress (IFSAC), Pro Board, or Oregon Department of Public Safety Standards and Training (DPSST), or other state certification based on National Fire Protection Association Standard 1001 Firefighter I.</p> <p>IFSAC, Pro Board, or Oregon Department of Public Safety Standards and Training (DPSST) Hazardous Materials First Responder Operations<sup>1</sup></p> <p>Washington Emergency Medical Technician-Basic (must be maintained for the duration of employment)</p>  |
| Firefighter 3 <sup>rd</sup> Class            | <p>One year of service as a firefighter with ECFR.</p> <p>Completion of Probationary Firefighter/EMT and Apparatus Operator Task Book.</p> <p>NIMS ICS 700 &amp; 100.</p> <p>Blue Card Type IV Incident Commander (must be maintained for the duration of employment). This requirement is effective 1/1/2025.</p> <p>Wildland Firefighter Type 2. This requirement is effective for members hired after 5/1/2023 and will become effective for incumbent firefighters hired prior to 5/1/2023 on 1/1/25.</p> <p>Rope Rescue Operations &amp; Swift Water Rescue Awareness Level Qualification. This requirement is effective 1/1/2025.</p> <p><i>These qualification and certification requirements must be met to successfully complete probation and advance to Firefighter 3<sup>rd</sup> Class.</i></p> |

| Firefighter (Continued)  |  |
|--|--|
| Firefighter 2 <sup>nd</sup> Class  | <p>Two years of service as a firefighter with ECFR This requirement is effective 1/1/2024.</p> <p>Completion of Firefighter 3<sup>rd</sup> Class Task Book. This requirement is effective for members hired after 5/1/2023.</p> <p>IFSAC or Pro Board, or Oregon Department of Public Safety Standards and Training (DPSST), or other state certification as a Firefighter II.</p> <p>IFSAC or Pro Board, or Oregon Department of Public Safety Standards and Training (DPSST), or other state certification as a Instructor I.</p> <p>NIMS ICS 200.</p>   |
| Firefighter 1 <sup>st</sup> Class  | <p>Three years of service as a firefighter with ECFR This requirement is effective 1/1/2024.</p> <p>Completion of Firefighter 2<sup>nd</sup> Class Task Book. This requirement is effective for members hired after 5/1/2023.</p> <p>Emergency Medical Services (EMS) Ongoing Training and Evaluation Program (OTEP) Evaluator (must be maintained for the duration of employment). This requirement is effective 1/1/2025.</p> <p>A minimum of 16 lower division general education college credits (inclusive of writing, health, math, arts and letters, social sciences, science, computer science). Members with an Associates or Baccalaureate Degree also meet this requirement. This requirement is effective 1/1/2024.</p> |
| Captain  |  |
| Captain 4 <sup>th</sup> Class<br>(Pre-Promotion)<br>Lieutenant 2 <sup>nd</sup> Class | <p><i>All Current Requirements specified for 4<sup>th</sup> through 1<sup>st</sup> Class Firefighter</i></p> <p>Three years of service as a firefighter with ECFR. This requirement is effective 1/1/2024.</p> <p>Completion of the Firefighter 1<sup>st</sup> Class Task Book. This requirement is effective for members hired after 5/1/2023.</p> <p>IFSAC or Pro Board, or Oregon Department of Public Safety Standards and Training (DPSST), or other state certification as a Fire Officer I. This requirement is effective 1/1/2025.</p>   |
| Captain 3 <sup>rd</sup> Class<br>Lieutenant 1 <sup>st</sup> Class                    | <p>One year as a Captain with ECFR.</p> <p>Completion of Probationary Captain Task Book. This requirement is effective for members promoted to captain after 1/1/2024.</p> <p>IFSAC or Pro Board, or Oregon Department of Public Safety Standards and Training (DPSST), or other state certification as a Fire Officer II.</p> <p>Hazardous Materials Incident Commander Certification.</p>  |
| Captain 2 <sup>nd</sup> Class  | <p>Two years as a Captain with ECFR.</p> <p>Completion of Captain 3<sup>rd</sup> Class Task Book. This requirement is effective for members promoted to captain after 1/1/2024.</p> <p>NIMS ICS 300.</p> <p>IFSAC or Pro Board, or Oregon Department of Public Safety Standards and Training (DPSST), or other state certification as an Instructor II. This requirement is effective for members promoted to captain after 1/1/2026.</p>  |

| Captain                       |  |
|-------------------------------|--|
| Captain 1 <sup>st</sup> Class | <p>Three years as a Captain with ECFR.</p> <p>Completion of Captain 2<sup>nd</sup> Class Task Book. This requirement is effective for members promoted to captain after 1/1/2024.</p> <p>Two-year degree or matriculation as a junior in a Baccalaureate Degree program. This requirement is effective 1/1/2024.</p> <p>Fire Officer Designation through the Commission on Professional Credentialing. This requirement is effective 1/1/2024.</p> |

National Wildfire Coordinating Group (NWCG) certification is limited to Wildland Firefighter Type 2 due to current limitations in deployment and ability to complete task book requirements for higher levels of qualification. However, members are encouraged to pursue these qualifications where possible.

- 21.7 For the rank of captain, the district shall provide funds equal to the employer's required contribution to Social Security (currently 6.2%) for deposit, on the employee's behalf, into any deferred compensation program authorized by the district.
- 21.8 To address the difference of deferred compensation between captains and firefighters, the district will provide firefighters with the following contribution into any deferred compensation program authorized by the district with no match required by the employee:
- 21.8.1 2025: 4%.
- 21.8.2 2026: 5%.
- 21.8.3 2027 6.2%
- 21.9 The district agrees to the following market adjustments to wages, independent of other pay increases:
- 21.9.1 2025: 1.6% to the base rate of pay.
- 21.9.2 2026: 1.6% to the base rate of pay.
- 21.9.3 2027: 1.5% to the base rate of pay.

## **Article 22 - Probation and Annual Evaluation**

- 22.1 The performance management system is intended to improve employee motivation and performance, enhance productivity, increase communication between employees and supervisors, set employee/employer goals. and serves as a tool for making administrative decisions.
- 22.2 The work performance of newly hired employees shall be evaluated frequently for the first year of employment.
- 22.3 Immediate supervisors shall be responsible for evaluating the performance of each employee under their direct supervision at least annually. The supervisor's supervisor (reviewer) shall review and sign off on performance evaluations upon their completion.
- 22.4 All newly hired employees shall serve a twelve (12) month probationary period. All newly hired employees on probation may be terminated/discharged without cause and without recourse. This probationary period will not exceed 12 months and all employees who return to work after layoff will have their probationary period prorated for the time which was already completed prior to layoff.
- 22.5 All newly promoted employees shall serve a six (6) month probationary period. All newly promoted employees on probation may be demoted without cause and without recourse. This probationary period will not exceed twelve (6) months for any individual job title and if an employee is promoted to the same position that was held prior to demotion due to the fiscal or operational needs of the employer the probationary period will be prorated for the time which was completed prior to demotion.

### **Article 23-Liability Insurance**

The District agrees to either provide insurance coverage on behalf of the employees or provide liability defense for employees or a combination thereof in order to reasonably protect and indemnify employees from liability to third parties resulting from employees negligently performing duties within the scope of employment including reasonable attorney's fees and reasonable costs connected with lawsuits provided, however, such coverage will not protect the employee from their intentional and/or malicious tortuous acts or assaults.



## **Article 24-Rules and Regulations**

The union agrees that its members shall comply in full with district rules and regulations, including those relating to conduct and work performance. The district agrees that new departmental rules and regulations affecting working conditions that do not constitute mandatory subjects of bargaining shall be reviewed with the Union prior to implementation.

## **Article 25-Management Rights**

Except as limited by the terms of this agreement and applicable law, the Union recognizes the prerogative of the district to operate and manage its affairs in all respects in accordance with its responsibilities and lawful power and legal authority. The district shall have the right to:

- 25.1 Determine district policy, practices, rules, regulations, and standard operating procedures/guidelines.
- 25.2 Determine work schedules, overtime, and the methods and processes by which work is to be performed. Changes to work schedules will be preceded by reasonable notice.
- 25.3 Hire, promote, demote, transfer, assign and/or retain employees in positions within the district.
- 25.4 Discipline employees for just cause.
- 25.5 Lay off employees for lack of work, lack of funds, reorganization or occurrence of conditions beyond the control of the district.
- 25.6 Determine the methods and processes, means and personnel by which operations are to be carried out on an efficient basis. This includes the right to modify operations, personnel and equipment.
- 25.7 The right to take whatever actions the employer deems necessary to carry out services in an "emergency". Examples of "emergencies" are civil disorders, natural disasters, man-made disasters, quarantine to a large number of people, etc.

## **Article 26 –Tuition Assistance**

- 26.1 The Employer shall include in their annual budget, \$1000 per represented employee for college tuition reimbursement.
- 26.2 The tuition reimbursement applies toward courses in an approved accredited program awarding a degree in a field related to the fire service, such as, but not limited to, fire science, fire command and administration or fire prevention. Tuition assistance will not be allowed for paramedic school.
- 26.3 Within 90 days of successful course completion the employee may request tuition reimbursement by providing proof of tuition payment. Each represented employee will be entitled to a 50% tuition reimbursement up to \$1000 per year. This reimbursement should occur within 60 days of the employee's request.
- 26.4 If on November 1 there are funds remaining for that calendar year, they shall be dispersed equally to employees who provided proof of qualifying tuition expenses more than \$2000 to a maximum total of 50% tuition reimbursement. These funds should be disbursed to qualifying recipients by December 31st of the same year that the request was made.
- 26.5 To be a successful course or class completion the employee must receive a passing grade or score.

## **Article 27-Tobacco, Drug and Alcohol Usage**

The use or possession of tobacco, alcohol, cannabis, or illegal drugs is prohibited on fire district property, on emergency scenes, in district vehicles, at official fire district functions, or while in uniform representing East County Fire & Rescue.

- 27.1 Whenever employees are working, operating any East County Fire & Rescue vehicle, present on East County Fire & Rescue premises, or are conducting District related work off-site, they are prohibited from using, possessing, buying, selling, manufacturing or dispensing of illegal drugs.
- 27.2 The district agrees to use Washington state law as the basis for any policy, procedure, directive, or disciplinary procedure in regard to the use of alcohol, cannabis and illegal substances.

## Article 28- Wellness and Fitness

- 28.1 The union and district recognize the principles of the IAFF/IAFC Fitness Initiative (WFI) and agree to adhere to the principles of this program.
- 28.2 Fitness activities.
- 28.2.1 The district agrees to provide 'on duty' workout facilities at no cost to the employee. These facilities shall comply with all recognized standards for respiratory protection and safety.
- The parties agree to develop and implement a plan, at the initiation of this contract, to provide workout facilities that are not subject to toxic environmental contamination. The intent of this plan is that truck bays shall not be used for physical fitness.
- 28.2.2 PE clothing (T-shirt, shorts, sweatpants) shall be issued by the district.
- 28.2.3 The district shall provide time-as practical-during each standard work period for employees working a 1-3-2-3 shift schedule to participate in an on-duty physical fitness program. The PE program (inclusive of showering) shall be completed within 90 minutes (total time) --with return to an acceptable duty uniform.
- 28.2.4 The district agrees to fund the training and continual certification of (2) WFI-certified peer trainers and make them available for fitness coaching to the members of the union. Participation will not be considered mandatory.
- 28.3 The district will provide, at no cost to the employee, annual firefighter medical physicals as outlined by the WFI and NFPA 1582. Participation will be considered voluntary, and the employer waives the right to access any information contained in the medical reports generated from them.
- 28.3.1 Firefighting is an inherently dangerous profession. Firefighters face a litany of health hazards, including cardiac events, cancers, and other threats. One of the best ways to prevent many of the hazards faced by firefighters is enhanced physicals performed by qualified doctors. NFPA 1582 outlines the minimum metrics that firefighters should be examined to.
- 28.3.2 Per article 28.3 of the CBA, members will now have access to NFPA 1582-compliant physicals on a regular basis as recommended by the provider chosen. These physicals shall be voluntary, and therefore scheduled on off-duty hours. The employer agrees to pay for all testing that is recommended by the provider and is suggested in NFPA 1582 (see appendix). The information gathered during

these physicals will remain the sole property of the individual and no privileged health information will be given to the employer. The sole exception to that being the respirator clearance, should the department require it. As respirator clearances are currently performed by another vendor, the labor group understands the desire to streamline operations and eliminate redundancies.

28.3.3 Both parties agree to use Adventist Occupational Medicine in Portland, OR. As the vendor of choice. Should Adventist cease to provide 1582- compliant physicals, or should it be determined they are no longer the best option, both parties agree to meet to select a new provider by way of mutual agreement. Outlined in the appendix is the list of services to be performed and the associated prices provided at the time this document was drafted.

28.3.4 Schedule of tests performed and intervals by age. Adventist Occupational Medicine recommends that a periodic firefighter physical evaluation should be completed at the following frequency, based on age:

| Age   | Interval                   |
|-------|----------------------------|
| 18-29 | Every 3rd Year             |
| 30-39 | Every 2 <sup>nd</sup> Year |
| 40+   | Every Year                 |

28.3.5 Baseline/Exit Medical Evaluation: This comprehensive physical examination includes:

- Baseline comprehensive medical history, including immunization history.
- Respirator questionnaire.
- Blood pressure.
- Heart rate.
- Respirations.
- Temperature.
- Height and weight.
- Hearing testing.
- Lung function spirometry test.
- Cardiac testing, including resting ECG, exercise treadmill test, and maximal Bruce Protocol.
- Urinalysis, CBC, Chemistry, including Lipids.
- Chest X-ray (2-view).

- 28.3.6 Interim Health History Review: An interim health history review is recommended for all firefighters on the years they do not have their physical examinations) Firefighter fills out the interim health history and respiratory history. Forms are reviewed by medical provider.

The interim health history medical review is recommended for all firefighters on the years that they do not have their physical evaluations. The interim review includes completion of a medical and respiratory history form. A medical provider then reviews the medical histories. If there are any new or significant medical conditions, then the firefighter is advised to come in for a full physical and lab testing. The fire department may choose to include additional testing for the interim reviews, such as CBC and chemistry with lipids blood tests.

- 28.3.7 If a firefighter elects not to participate in the medical physical program, the department may still require them to complete the respiratory questionnaire from this provider.

## **Article 29 – Use of Fire Station**

The employer agrees to allow the use of fire stations for the regularly scheduled monthly meeting of the union provided such meetings do not disrupt normal department operations. Other uses of fire stations may be permitted with prior approval of the fire chief or designee.



### **Article 30 – Labor Management Committee**

There shall be a labor-management committee, consisting of up to three (3) union representatives and up to three (3) district representatives. The Committee shall meet at the request of either party, and by mutual consent. The committee's purpose is to discuss matters of mutual concern. It is understood that the committee's role is advisory only. The district agrees to make every practical effort to allow on-duty personnel to attend LMC meetings short encouraged to attend but will not be in 'paid' status for the meetings.

### **Article 31-Severability**

In the event that any provision of this agreement shall at any time be declared invalid by a final judgment of any court of competent jurisdiction, or through a final decree of a government, state or local body, such decision shall not invalidate the entire agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. The parties agree that any invalid provision of this agreement shall be modified through negotiations to comply with the existing regulations or laws.

## **Article 32 –Termination and Renewal**

- 32.1 Unless otherwise indicated or except for contract language changes effective from the date of signature forward, this agreement shall be in full force and effect from January 1, 2025, until December 31, 2027.
- 32.2 Pursuant to the provisions of RCW, Chapter 41.56, the district agrees to commence negotiations with the union not later than June 1, 2027. The terms of this contract shall not be modified or changed during the term of this contract without the mutual, written consent of both parties.

### **Article 33-Comparable Criteria**

- 33.1 The District and the Union agree to consider the following criteria when selecting comparable jurisdictions for contract negotiation:
- 33.1.1 Like agencies (fire district/regional fire authority).
  - 33.1.2 Similar population served.
  - 33.1.3 Similar assessed valuation (AV).
  - 33.1.4 Similar geographic location-proximity (e.g., west of the Cascade mountains).
- 33.2 In the case of AV and population served the measure of similar organizations shall fall within a range of 50% above and 50% below ECFR.
- 33.3 The following comparable agencies were used in negotiation of this agreement:
- 33.3.1 Thurston County Fire District 8.
  - 33.3.2 Snohomish County Fire District 17.
  - 33.3.3 Central Whidbey Island Fire and Rescue.
  - 33.3.4 Pacific county Fire District 1.
  - 33.3.5 King county Fire District 27.
  - 33.3.6 Snohomish County Fire District 5.

### **Article 34-Wildland Mobilization**

- 34.1 The fire district agrees to allow represented employees to aid in the response to large-scale wilderness fires, conflagrations, disasters, etc.
- 34.2 It is the intent of the district to provide resources as requested by outside agencies. Therefore, the district will allow one qualified employee at a time to dispatch to incidents as needed.
- 34.3 The dispatching of firefighters will be on a voluntary basis, and a rotation will be instituted to ensure all interested firefighters are given equal opportunity to participate.
- 34.4 The current cooperator agreement in place between the District and DNR will be used to determine dispatching procedures, length of assignment, pay, transportation, and overtime reimbursement for those called on to fill vacant shifts created by the assigned individual's absence.
- 34.5 The employee shall have all of the appropriate paperwork and documentation turned in to payroll upon return from mobilization. Mobilization pay will be received on normally scheduled pay dates.
- 34.6 Nothing in this article precludes the district from allowing employees to staff district resources for all hazards mobilization on an as available basis and based on availability of resources.

### **Article 35 Temporary Full-Time Firefighters**

The district and the union agree that from time to time there may be a need for staffing that could be augmented through a temporary appointment of a current member of the district to a full-time position.

- 35.1 In these unique situations, at the discretion of the Fire Chief or his or her designee, any qualified member of the district may be appointed to full time. The length of the temporary appointment shall not exceed 6 months. With mutual agreement, that length may be extended for an additional 6 months.
- 35.2 During the time of the temporary appointment, all benefits outlined in the collective bargaining agreement will be extended to the temporary appointee along with membership with the local and will discontinue at the end of the appointment.
- 35.3 Furthermore, any time-in-grade served by an appointee, with favorable performance review, will count towards future permanent promotions i.e., 'probation.'

### Article 36-Reduction in Force

- 36.1 In case of personnel reduction, part-time Firefighters shall be laid off prior to layoff of full-time employees. Full-time employees will be laid off in reverse seniority order (i.e., the employee with the least seniority as defined in Article 9 shall be laid off first).

No new employee shall be hired in the same job classification until the laid off employee has been given the opportunity to return to work.

- 36.2 Notice of recall shall be sent to the employee's last known address by certified mail with return receipt requested. When notified, the laid off employee must advise the district of their intent to return to work within seven (7) days and must agree to return to work within thirty (30) days of notification. Individuals who fail to respond to the notice of recall or who fail to return to work within 30 days of notification shall be considered to have terminated employment with the District and as such shall cease to have seniority and will be removed from the recall list.

Recalled employees will start at the same step held prior to lay-off. Years of service prior to lay-off will be counted toward the employees' length of service with the district.

- 36.3 Members recalled following layoff of 12 months or more shall be assessed and training provided to ensure knowledge and skills competency based on the requirements of their current rank.

East County Fire and Rescue and East Clark Professional Firefighters, Local 2444 International Association of Firefighters hereby agree to the contents of this Agreement.


East County Fire and Rescue

IAFF Local 2444


10/1/2024  
Date

10/21/2024  
Date

  
Joshua Seeds, Board Chairperson

  
Kevin, Bergstrom, President

  
Ed Hartin, Fire Chief

  
John Prash, Member at Large

  
Cody Sorensen, Secretary Local 2444



**Appendix A-Wage Scales**

2025 Wage Scale

| Rank and Class |                     | % of Class 1 FF | Hourly Rate | Annually     |
|----------------|---------------------|-----------------|-------------|--------------|
| Firefighter    | Class 4 (Probation) | 85%             | \$30.37     | \$79,897.71  |
|                | Class 3             | 90%             | \$32.15     | \$84,597.57  |
|                | Class 2             | 95%             | \$33.94     | \$89,297.44  |
|                | Class 1             | 100%            | \$35.72     | \$93,997.30  |
| Lieutenant     | Class 2             | 106%            |             |              |
|                | Class 1             | 111%            |             |              |
| Captain        | Class 4             | 106%            | \$37.51     | \$98,697.17  |
|                | Class 3             | 111%            | \$39.30     | \$103,397.03 |
|                | Class 2             | 116%            | \$41.08     | \$108,096.90 |
|                | Class 1             | 121%            | \$42.87     | \$112,796.76 |

**Memorandum of Understanding**  
**Between the**  
**International Association of Firefighters (IAFF) Local #2444**  
**and**  
**East County Fire and Rescue**

Light duty assignments may be required for those employees who are receiving a disability leave supplement, in accordance with the provisions of RCW 41.04.520. This provision applies to employees who are injured on the job. Individuals who are injured off the job may be offered light duty assignment but are not required.

An employee may request light duty in writing to the fire chief or his or her designee. A light duty assignment is considered a temporary assignment and is intended to aid in an employee's recovery from an injury or illness, and shall be based on availability of work, cost considerations, and prognosis for return to work. Authorization of light duty assignments shall be subject to the sole discretion of the fire chief or his/her designee, and the following conditions shall apply:

- It is in the best interest of the district and the employee.
- The employee has the skill, capability, or assigned project that is beneficial to the district and will not interfere with the healing process of the employee.
- Light duty assignments will be restricted to work approved in writing by the employee's treating physician, and to work directly related to the fire district. The employee shall provide the employer with a release from the employee's treating physician detailing work restrictions while on light duty, as well as a projected date for return to full duty.
- Once an employee accepts a light duty assignment, the employee may not rescind their acceptance of the assignment, except upon written direction of their physician indicating that the employee should no longer perform the light duty assignment or that the employee can return to full regular duties.
- A light duty assignment may not cover the entire period of disability depending on the circumstances such as the specifics of the assignment. An extended disability or other circumstances may require multiple assignments that may or may not be contiguous.
- An employee assigned to light duty shall have all of the rights and benefits of this contract as if on full duty.
- An employee who is assigned to a light duty assignment shall work a 40-hour per week schedule comprised of four 10-hour days (Monday-Thursday or Tuesday-Friday) from 07:00-17:00. The daily hours of work and days of the week worked may be modified by mutual agreement.
- Employees on light duty would receive their normal bi-weekly salary for their rank and class (the hourly rate would be higher while on the 40-hour schedule).

- The sick leave and vacation accrued leave (bank) and accrual rate for an employee working a 40-hour per week schedule is pro-rated to reflect a 40-hour work week (rather than 50.6 if working the 1-3-2-3 schedule). When the employee returns to a 50.6-hour work week (on the 1-3-2-3) schedule, their sick leave accrual and accrual rate are converted back.

**Example:** Sick leave is accrued at 18 hours per month when working a 50.6-hour work week (2631 annual hours) providing an annual accrual of 216 hours (18 hours per month x 12 months). Prorated sick leave accrual for a 40-hour work week (2080 annual hours) is 170.76 hours, resulting in a monthly sick leave accrual of 14.23 hours per month (170.76-hour annual sick leave accrual/12 months).

The employee transitioning to a 40-hour light duty position would have their sick leave accrual divided by 1.2649 (216 hours/170.76 hours) to prorate their accrued sick leave and would accrue sick leave at 14.23 hours per month while on the 40-hour schedule. When returning to the 50.6-hour work week their sick leave accrual would be multiplied by 1.2649 and they would accrue sick leave at 18 hours per month.

Accrued vacation and the vacation accrual rate would be prorated and returned using the same method, with values based on the given employee's seniority based accrual rate.

Employees injured on the job and working a light duty assignment will be allowed to participate in physician required therapy and physician appointments as part of their regular light duty work hours. Employees with an off duty injury who are provided with a light duty assignment may, at the discretion of the fire chief be allowed to participate in physician required therapy and physician appointments as part of their regular light duty work hours. Employees shall notify the fire chief or his or her designee of the appointment at least twenty-four (24) hours in advance of the appointment.

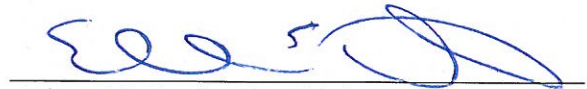
IN WITNESS WHEREOF, THIS Memorandum of Understanding is executed this 28<sup>th</sup> day of October, 2024.

FOR THE UNION

FOR THE DISTRICT



Kevin Bergstrom, President  
East Clark Professional Firefighters  
IAFF Local #2444



Edward E. Hartin, Fire Chief  
East County Fire & Rescue