



**Collective Bargaining  
Agreement  
By and Between**

**North County Regional Fire Authority**

**and**

**North Snohomish County Union  
Firefighters  
Local # 3438<sup>1</sup>**

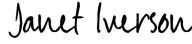
**Effective  
August 1st, 2021  
Through  
December 31, 2024**

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<sup>1</sup> It is recognized that North Snohomish County Union Firefighters Local # 3438 is also the exclusive bargaining representative for employees of Camano Island Fire & Rescue. However, to be clear, this Agreement only pertains to employees of NCRFA.

# Signatures


The following individuals, acting in their official capacities, confirm that this document is the official working agreement between North County Regional Fire Authority and the North Snohomish County Union Firefighters Local #3438<sup>2</sup> on the 29 day of July, 2021.

DocuSigned by:  
  
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Janet Iverson, Commissioner

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Larry Longley, Commissioner


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Greg Oakes, Commissioner


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Rob Johnson, Commissioner


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Judy Williams, Commissioner

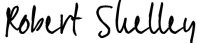
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Ric Cade, Commissioner

Attest:

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John C Cermak, Fire Chief

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Mike Rooks, President Local 3438

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Robert Shelly, Secretary/Treasurer Local 3438

<sup>2</sup> See footnote 1.

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## **Article 1 - Duration**

- 1.1 This agreement shall become effective August 1, 2021 and shall remain in force through December 31, 2024

## **Article 2 - Preamble**

- 2.1 This agreement is entered into August 1, 2021 between North County Regional Fire Authority (also known as NCRFA) (“NCRFA”) and North Snohomish County Union Firefighters Local #3438<sup>3</sup> (the “Union”). The parties recognize that the Fire Chief is the Chief Executive Officer unless it is delegated to a designee in which case the Union would be notified no more than seventy-two (72) hours after that occurrence.
- 2.2 NCRFA and the Union recognize the need to provide effective service to the public and to enhance the quality of service. Further, both parties agree to the need for establishing and maintaining a sound labor-management relationship and mutually agree to continue working towards this goal. Each party has been afforded the opportunity to put forth its proposals and to bargain in good faith and both parties agree that this agreement expresses the result of their negotiations. Therefore, to ensure the stability of the agreement, no new provisions shall be proposed during the term of the agreement, unless provided for elsewhere in this agreement or such specific proposal is entertained by mutual agreement of both parties.

## **Article 3 - Recognition and Union Membership**

- 3.1 NCRFA recognizes the Union<sup>4</sup> as the sole and exclusive bargaining agent for all full-time uniformed Fire and Emergency Medical Services employees for NCRFA, including but not limited to the classifications of EMT, Paramedic, Firefighter/EMT, Firefighter/Paramedic, Captain/Paramedic, Community Resource Paramedic, and Battalion Chief.
- 3.1.1 It is the intent of NCRFA to implement full-time Battalion Chiefs during the life of this collective bargaining agreement, no later than October 31, 2022. The parties agree that such classifications shall be covered by this agreement for the remainder of the term of such agreement, but in subsequent negotiations for a successor collective bargaining agreement, the Battalion Chiefs, although still represented by IAFF Local 3438, shall be recognized as a separate collective bargaining unit, and shall negotiate a separate agreement representing that classification.

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<sup>3</sup> See footnote 1.

<sup>4</sup> See footnote 1.

- 3.2** Subject to the limitations set forth in RCW 41.56.122, all employees covered by this agreement shall be members of the Union upon receipt by NCRFA of a form provided by the Union, and signed and dated by a particular employee acknowledging that the employee has voluntarily decided to join the Union. NCRFA will ensure that, as part of the orientation process for all new hires, the Union is provided with an opportunity to meet with each new hire confidentially for at least sixty (60) minutes, so that the Union has an opportunity to explain the benefits of Union membership to all newly hired employees. The opportunity for such a meeting must be provided within the first week of employment.
- 3.3 Payroll Deduction.** Upon receipt by NCRFA of a form provided by the Union, and signed and dated by a particular employee acknowledging that the employee has voluntarily decided to join the Union and is voluntarily requesting that NCRFA deduct dues, fees, and other approved costs from the employee's paychecks in connection with the employee's Union membership, NCRFA shall deduct from the pay of each employee covered by this agreement, upon their written authorization, the dues, fees, and costs of the Union, and shall remit to said Union all such deductions monthly. NCRFA shall also deduct any dues for the WSCFF, off-duty disability insurance, medical expense reimbursement plan, or any other program or deduction agreed upon by the Union and authorized by the employee. Changes in the amount of deductions shall be made with a minimum of thirty (30) days' notice.
- 3.4** The Union will indemnify NCRFA against any and all liability which may arise by reason of the deduction of dues or membership fees from an employee up to the amount equal with the sum of the errant deduction.

## **Article 4 - Representation**

- 4.1** The Union may have a NCRFA bargaining unit member representative who is a Local 3438 Executive Board member present at the regularly scheduled department officer's meeting, and commissioner meetings, including executive sessions when applicable.

## **Article 5 - Labor Relations Meetings**

- 5.1** In order to promote good working relations between labor and management, the Union and NCRFA will hold six (6) scheduled meetings per year. In addition to those six (6) meetings both parties can request a special meeting with an agenda of the issues. Both parties agree to schedule meetings in a timely manner. Labor relations meetings shall consist of NCRFA management and NCRFA bargaining unit employees.

## **Article 6 - Union Business and Bulletin Board**

- 6.1** One Union official, who is an employee in the bargaining unit, may be granted time off with pay to attend the Washington Council of Fire Fighters' education seminar providing that:
- A.** The Union or the employee must notify the NCRFA in writing a minimum of thirty (30) days prior to the start of the requested time-off period.
  - B.** NCRFA is able to properly staff the employee's job during the time-off period.
- 6.2** The Union shall be allowed to hold its regularly scheduled monthly meetings at any fire station in coordination with the Fire Chief. On-duty personnel may attend the meetings as long as it does not affect the operations and shall remain in service and alarm ready. Crews will not leave first-due response areas to attend union meetings without the approval of the Fire Chief or Operations Chief.
- 6.3** NCRFA shall provide suitable space for a Union-furnished bulletin board at each station located in an area frequented by all employees within the bargaining unit. The Union shall limit its posting of notices and bulletins to such bulletin boards.

## **Article 7 - Prevailing Rights**

- 7.1** All rights and privileges for employees, at the present time in the form of salaries, overtime, insurance, other monetary payments by NCRFA, hours, and shifts shall remain in full force, unchanged and unaffected in any manner by this agreement except as expressly provided elsewhere in this agreement or changes by mutual consent.

## **Article 8 - Non-Discrimination**

- 8.1** No employee shall be discriminated against for upholding Union principles or serving on a Union Committee. NCRFA and the Union shall not unlawfully discriminate against any individual with respect to his/her hiring, compensation, or terms or conditions of employment because of such individual's race, color, religion, sex, sexual orientation, national origin, veteran status, marital status, or the presence of any physical, mental, or sensory handicap, or age, nor shall they limit, segregate, or classify employees in any way to deprive any individual employee of his/her employment opportunities, except as such may be bona fide occupational qualifications.
- 8.2** Wherever words denoting a specific gender are used in this agreement, they are intended and shall be construed so as to apply equally to either gender.

## **Article 9 - Strike and Lockouts**

- 9.1** The Union agrees not to authorize, call, encourage, or condone in any manner any employee strike or work stoppage, or limit action within NCRFA to the peaceful performance of the services to the NCRFA.
- 9.2** NCRFA agrees not to authorize, call, encourage, assist, or condone in any manner any management lockout of employees of NCRFA during the term of this agreement.

## **Article 10 - Mergers, Acquisitions, Alliances, or Consolidations**

- 10.1** In the event NCRFA elects to combine, consolidate, acquire, or relinquish any Fire or EMS services during the term of this agreement, NCRFA shall negotiate the effects of such actions with the Union pertaining to the wages, hours, and working conditions of the present members of the bargaining unit.

## **Article 11 - Savings Clause**

- 11.1** Should any provision(s) of this agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance or enforcement of any provision(s) should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement as it relates to persons or circumstances other than those to which it has been held invalid shall not be affected thereby. In the event that any provision of this agreement is held invalid or enforcement of or compliance with has been restrained, as hereinafter set forth, the NCRFA and the Union shall enter into immediate collective bargaining negotiations upon the written request of either Party for the purpose of arriving at a mutually satisfactory replacement for such provisions during the period of invalidity or restraint. Said negotiations shall be confined to the provision(s) held to be invalid unless mutually agreed to by NCRFA and the Union.

## **Article 12 - Legal Protection**

- 12.1** NCRFA agrees to provide legal assistance in respect to any claim made against such employee resulting from the performance of such employee's duty, except where it is established such action arose out of a willful and wanton dereliction of duty by the employee.
- 12.2** In the event that the NCRFA shall provide such protection to the employee by purchase of a policy or liability insurance, it is agreed that compensation shall be restricted to the liability coverage provided by such policy of insurance.



## **Article 13 - Bereavement Leave**

**13.1** An Employee shall be granted up to two (2) shifts of leave without loss of pay in the event of death or serious illness/injury with impending death in the immediate family which shall be limited to the registered domestic partner, spouse, child, spouse's child, brother, sister, grandparent, grandchild, parent, foster parent, or step-parent of either the employee or spouse. This leave is separate from the employee's sick or vacation leave. NCRFA will be the responsible party for arranging coverage for this leave. Additional leave may be granted and can be taken as sick leave, vacation, or leave without pay, at the employee's discretion.

## **Article 14 - Court Appearance**

**14.1** NCRFA agrees to pay Employees for the period of time, including driving time from NCRFA or home, whichever is less, for which they are required to appear before court, judge, magistrate, attorney, inquest, or other function of the court as a plaintiff, defendant, or witness as a result of an incident that occurred during the performance of their duties. If said time period falls during the employee's normal work period, the employee shall be compensated as if they had worked these hours.

## **Article 15 - Jury Duty**

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

## **Article 16 - Military Leave**

**16.1** Employees enlisting or entering the military or naval service of the United States of America, pursuant to the provisions of the Uniformed Services Employment and Re-Employment Rights Act (USERRA), as amended, shall be granted all rights and privileges provided by the Act. Employees shall be granted up to twenty-one (21) shifts of paid military leave according to RCW 38.40.060.

## **Article 17 - Management Rights**

**17.1** NCRFA retains and reserves all rights, powers, and authority to manage its operation in accordance with all applicable laws and regulations, subject only to the limitations expressly stated in this agreement.

- 17.2** To plan, direct, control, and determine the operations and services of the NCRFA.
- 17.3** To hire, promote, supervise, transfer, assign, retain, lay-off, and establish qualifications for employment.
- 17.4** To maintain efficiency and to make, alter, and enforce reasonable rules and regulations to be observed by employees, provided such rules and regulations are not contrary to the terms and conditions set forth in this agreement.
- 17.5** For just cause, discipline, suspend, demote, or discharge.
- 17.6** To establish work schedules within recognized hours of work, to determine and assign work within the recognized shift schedules.
- 17.7** To assign overtime in emergency situations.
- 17.8** To change or eliminate existing methods, equipment, or facilities.
- 17.9** To make and enforce reasonable regulations.
- 17.10** To establish and modify organizational structure.
- 17.11** Except as otherwise provided herein, nothing in this article shall be interpreted as a waiver of the Union's right to bargain over changes in wages, hours, or working conditions under RCW 41.56.

## **Article 18 - Personnel File Management**

- 18.1** Subject to state and federal law, NCRFA agrees that the contents of the employee's personnel file shall be kept confidential and shall restrict the use of any information contained in the file to internal use in the department, unless otherwise agreed to by the employee.
- 18.2** Employees shall be allowed to view, in its entirety, with the exception to the personnel psychological evaluations, their personnel files by appointment with the NCRFA at a mutually convenient time. The employee may request a copy of the information contained in their file with exception to their psychological evaluation.
- 18.3** The employees shall have the right to allow an official Union representative to view their file on their behalf. The employee shall be required to submit a release form to the person responsible for maintaining personnel files.

- 18.4 Employees shall be allowed to submit file comments or information that reasonably rebuts or clarifies information in the file relating to reprimands, demotion, discipline, or investigations.
- 18.5 NCRFA shall remove all disciplinary actions from the employee's file according to the timelines established in Article 19 (Discipline).
- 18.6 NCRFA shall remove the originals and any copies of all information related to the event, occurrence, or activity and return to the employee in its entirety within fifteen (15) working days of the date the disciplinary action is to be removed as provided in Article 19. All reprimands existing on January 1, 2020 shall be removed from the applicable employee's file.

## Article 19 - Discipline

- 19.1 Employees may be disciplined or discharged in good faith and for just cause. Discipline should be applied at progressive levels to allow the employee proper notice of misconduct and an opportunity to improve performance. The level or degree of discipline imposed shall be appropriately based on the severity of offense, the employee's prior record of similar discipline, and other relevant factors. A "Table of Offenses and Penalties" is attached as **Appendix C**. It is recognized that some acts may be of such a serious nature that the penalties listed in the table may be avoided. The Table of Offenses and Penalties is a guide to assist in imposing discipline throughout the department for like offenses. It gives the offenses and ranges of penalties for first, second, and third offenses. For offenses not listed, penalties consistent with those shown in the table will be imposed for offenses of comparable seriousness. In those instances where a range is specified in the table (e.g., reprimand to discharge), any suspension action taken within this range must not exceed thirty (30) calendar days.

When an employee commits a series of unrelated offenses over a period of time, or a combination of different offenses at a single time, a greater penalty than is listed for a single offense may be considered. The seriousness and/or number of offenses committed within the timeline in which the offenses were committed will determine application of a penalty within the range for a second or third offense. The Fire Chief or Deputy Chief must consider the circumstances when evaluating the offenses and the penalties.

**19.1.1** Just cause should be determined by answering the following questions:

1. Did the employee have prior notice of the possible/probable consequences of his/her conduct?
2. Is the NCRFA's rule, order, or policy reasonable?
3. Was there a fair and objective investigation?

4. Is there substantial evidence to prove the NCRFA's allegations?
5. Has the NCRFA applied these rules and penalties evenly to all employees?
6. Was the degree of discipline that is recommended reasonably related to the seriousness of the offense?
7. Are there mitigating factors, such as the employee's work record, discipline history, minimal harm, lack of intent to cause harm, etc. that can be offered?

**19.2 Investigations.** Absent mutual agreement between the Union and the NCRFA, which will not be unreasonably withheld, investigations will be concluded within forty-five (45) calendar days of the NCRFA's knowledge of the incident cited as the basis for the investigation; provided that this timeline shall be sixty (60) calendar days in those circumstances when the NCRFA uses an outside investigator, when the investigation involves employees of other agencies, or when there are accusations of criminal misconduct. The term "employer's knowledge" means actual knowledge by a chief officer outside the bargaining group. The foregoing time frames shall be extended for circumstances outside NCRFA's reasonable control.

**19.2.1 Duty to Cooperate.** Employees have an obligation to cooperate with any investigation conducted by NCRFA.

**19.2.2 Union Representation.** Employees are entitled to have Union representation during any investigatory interview conducted by the NCRFA that the employee reasonably believes may result in discipline of the employee. An employee may also have a Union representative at a pre-disciplinary hearing. During any such investigatory interview or pre-disciplinary hearing, a participating Union representative will be given the opportunity to ask questions, offer additional information, and counsel the employee, but may not obstruct NCRFA's investigation.

**19.2.3 Administrative Leave.** NCRFA may, at its discretion, place employees on paid administrative leave during disciplinary investigations. Employees on paid administrative leave must remain reachable by phone and available to return within reasonable commute time to NCRFA during on-duty hours, if required. Paid administrative leave is not considered discipline and is not subject to the grievance procedure.

**19.3 Pre-Disciplinary Process.** If NCRFA intends to impose discipline that involves a suspension, demotion, or discharge, it shall first provide notice and an opportunity for the employee to respond as follows:

**19.3.1** Notice of Intent to Discipline. NCRFA shall inform the employee of the proposed discipline in writing within twenty (20) calendar days after the conclusion of the investigation. The written notice shall describe the event or conduct to permit the employee to understand the reason for the proposed discipline.

**19.3.2** Pre-Disciplinary Hearing. NCRFA will schedule a pre-disciplinary hearing to permit the employee to respond to a notice of intent to discipline. The pre-disciplinary hearing should be scheduled within fourteen (14) calendar days of the employee receiving the notice of intent to discipline as outlined in 19.3.1 unless circumstances prevent this timeframe from being met in which case the parties will agree to an extension necessary to accommodate the circumstances. At the beginning of any pre-disciplinary hearing, NCRFA will describe its proposed discipline and the reason for issuing the proposed discipline.

**19.4** **Disciplinary Decision.** No later than fourteen (14) calendar days after the conclusion of the NCRFA's investigation or the pre-disciplinary hearing, whichever occurs later, NCRFA shall inform the employee of its disciplinary decision in writing.

**19.5** **Disciplinary Actions.** Disciplinary action shall be maintained in the employee's personnel file as follows:

1. *Letter of Direction.* Three (3) months to six (6) months as specified in the Letter of Direction.
2. *Written Reprimand.* Seven (7) months to one (1) year as specified in the written reprimand.
3. *Suspension Without Pay.* Permanently recorded in personnel file.
4. *Demotion.* Permanently recorded in personnel file.
5. *Discharge.* Permanently recorded in personnel file.

## **Article 20 - Grievance**

**20.1** A grievance is a dispute between the NCRFA and Union which may arise because of interpretation, application, or alleged violation of any specific terms or provisions of this agreement. Whenever possible, grievances should be settled on an informal basis with the employee's immediate supervisor.

**20.2** A grievant may, within fifteen (15) business days (excluding recognized holidays) of the known occurrence of the act giving rise to the complaint, set forth the

complaint in writing to the Successive Supervisor, or in the case of department grievance, to the Union's President. The complaint shall include the following information:

- A.** The nature of the grievance.
- B.** A statement of facts.
- C.** Provisions of the agreement allegedly violated.
- D.** A statement of desired relief.

**20.3** The Successive Supervisor shall, within fifteen (15) business days (excluding recognized holidays), respond in writing to the grievant. The response shall include the following:

- A.** Any dispute of facts.
- B.** A proposal of relief/resolution.
- C.** A clear statement of the responding party's position on the complaint.

**20.4** The grievant, within fifteen (15) business days of the written response, shall notify the other Party in writing of their desire to file the grievance with the Fire Chief.

**20.5** The Fire Chief shall, within fifteen (15) business days, respond in writing as outlined in Article 20.4.

**20.6** The grievant, within fifteen (15) business days of the written response, shall notify the other Party in writing of their desire to file the grievance with the NCRFA Board of Commissioners.

**20.7** The NCRFA Board of Commissioners shall, within fifteen (15) business days, respond in writing as outlined in Article 20.4.

**20.8** The grievant, within fifteen (15) business days of written response, shall notify the other Party in writing of their desire to file for grievance mediation.

**20.9** The grievant and the NCRFA shall, within fifteen (15) business days of the request to mediate, meet for the purpose of selecting a mediator. If, within fifteen (15) business days of the request to mediate, the parties cannot agree on the selection of a mediator, either party may request a mediator be appointed by PERC.

- 20.10** If the grievance is not resolved within thirty (30) calendar days of the selection or appointment of a mediator, the grievant may, by written notification, move the grievance to arbitration.
- 20.11** The grievant shall, within fifteen (15) business days of notification of intent to arbitrate, request a list of arbitrators from PERC or the American Arbitration Association. A copy of such notification shall be provided to the NCRFA.
- 20.12** Within fifteen (15) business days of receipt of the list, the parties shall, through the traditional striking method, select one person from the list who shall act as the neutral arbitrator.
- 20.13** The parties shall share equally the expenses of the neutral mediators, arbitrator, and stenographic expenses.
- 20.14** Nothing herein shall prevent the parties from using mediators and/or arbitrators mutually agreed upon.
- 20.15** Time limits can be extended only by mutual written agreement. If any of the time limits set forth above are not adhered to, the grievant may move the grievance to the next step. Failure to move the grievance to the next level in a timely manner that is specified in Article 20 shall constitute a waiver of the grievance.
- 20.16** It is specifically and expressly understood and agreed that taking a grievance appeal to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing employee, the Union, and all persons it represents to litigate the matter in any forum. Likewise, litigation or other contest of the subject matter in any other available forum shall constitute an election of remedies and a waiver of the right to arbitrate the matter. It is further understood, however, that an individual incident may give rise to alleged violations of contract of rights allowed by law that are separate points of violation. Nothing herein shall limit the right of the employee and/or Union from pursuing the violations in the forum deemed appropriate for each violation.

## **Article 21 - Personnel Reduction**

- 21.1** Layoff shall be conducted by seniority within NCRFA of all Union employees. The employees with the least time as a full-time employee shall be laid off first.
- 21.2** Except for an emergency, affected employees, the Union, and all employees subject to possible bumping shall be notified no less than ninety (90) days in advance of any personnel reduction.
- 21.3** An employee shall have recall rights to their same classification, or a classification for which the employee has the skills and abilities required of the

classification or job, within thirty-six (36) months of the date of layoff. Recall shall be in reverse order of layoff.

- 21.4** An employee who resigns, retires, is dismissed, or laid off is eligible and shall be compensated for all of their accumulated sick leave up to five hundred (500) hours and all vacation hours at their current rate of pay.
- 21.5** As of 2019, the Community Resource Position is a new position and a single function paramedic position. It is expected that the position be filled by the hired individual until funding/program is dissolved. In the event an internal position filled a vacancy for this position, the minimum assignment will be three (3) years. In the event the position cannot be financially supported, NCRFA, the Union, and the employee will work together to move the individual into a position that supports call volumes and/or training scheduled per article 27.

## **Article 22 - Educational Leave**

- 22.1** The NCRFA agrees to pay for tuition and books for its employees to attend educational courses which are required curriculum for the step grade salary schedule set forth in article 32, JATC required training, and courses listed in the "Educational Incentive Matrix" (**Appendix B**). Participation in such classes and requests for payment or reimbursement must be approved in writing by the Battalion Chief of training in advance.
- 22.2** Employees choosing to take courses on the Educational Incentive Matrix shall take these courses on their own time and their attendance at the courses will not qualify as hours worked for the NCRFA.
- 22.3** If an Employee does not successfully complete a NCRFA paid and approved class, the employee shall reimburse the NCRFA the cost of tuition and books.
- 22.4** For the purposes of this Article successful completion shall be defined as receiving a "C" or 2.0 or better grade in the class or "pass" in any pass/fail classes. The employees must provide written documentation of their grades to the NCRFA in order to qualify for this educational benefit.
- 22.5** **Educational Incentive.**
  - 22.5.1** Employees covered by this Agreement with an Associates of Arts or Science degree in Fire Science and/or Administration or an allied field subject to the approval of the Fire Chief or designee shall receive an additional two (2.0%) of the individual's base rate of pay.



**22.5.2** Employees covered by this Agreement with an Bachelor of Arts or Science degree in Fire Science and/or Administration or an allied field subject to the approval of the Fire Chief or designee shall receive an additional four (4.0%) of the individual's base rate of pay.

**22.5.3** Employees covered by this Agreement with an Master of Arts or Science degree in Fire Science and/or Administration or an allied field subject to the approval of the Fire Chief or designee shall receive an additional six (6.0%) of the individual's base rate of pay.

## **Article 23 - Certifications and Training, and Education**

**23.1** This article refers to all certifications and continued education required by NCRFA to maintain all levels of EMT / EMT-Paramedic certification and other required training/certifications. When employees are required by the department to attend continuing education or training to maintain or obtain a certification, while not on shift including vacation days, Kelly days or disability, the employee shall be compensated at the rate of time and one- half of the employee's regular hourly salary for each hour spent in class or training up to a maximum of the hours listed below for individual certifications:

**23.1.1** Paramedic (50 hours CE); IV Technician (20 hours CE); Hazardous Materials Technician (40 Hours CE); Rescue Swimmer (up to 40 hours to obtain with prior approval of administration); Rescue Swimmer (up to 18 hours CE)

**23.2** NCRFA shall provide all books, tuition, fees, and material required for required certifications and for the optional courses outlined in **Appendix B** (Educational Incentive Matrix).

**23.3** All NCRFA required training shall be paid time.

**23.4** Employees having difficulty with any certification shall be given counseling, additional on-duty study time, and any reasonable support needed by the employee to certify and maintain certification.

**23.5** Employees who fail to certify or re-certify two times consecutively shall retake the course and examination on their own time.

**23.6** In the event NCRFA intends to offer to pay for an individual to attend Paramedic School, NCRFA will notify NCRFA employees of the opportunity by posting an announcement, including the date of the exam, in each fire station at least sixty (60) calendar days prior to the application deadline. The individual selected to attend Paramedic School shall be chosen in accordance with the process contained in Articles 37.5 and 37.6 with the ultimate selection at NCRFA's sole

discretion. If no NCRFA Union employees are interested, the opportunity may be offered to persons outside of the bargaining unit.

**23.6.1** Employees having difficulty with Paramedic certification shall be given counseling, additional on-duty study time, and any reasonable support needed by the employee to certify or maintain certification.

**23.7** Firefighter Paramedics who attended Paramedic School under the provisions of Article 23.6 and who leave employment with NCRFA prior to five (5) years' service as a Firefighter Paramedic shall reimburse NCRFA all costs incurred by NCRFA towards their original paramedic certification training, not to include employee wages. Reimbursement will be calculated at a rate of twenty percent (20%) per year of uncompleted paramedic service time. No interest shall be applied to the amount being repaid. Reimbursement shall be made from the employee's final paycheck; if any balance is owed, a reasonable time for repayment shall be mutually agreed between the Union and NCRFA.

**23.7.1** Notwithstanding the provisions of Article 23.7, Firefighter Paramedics that are forced to leave employment with NCRFA prior to five (5) years of service as a Firefighter Paramedic due to termination, reduction of force, injury, or death will not be required to reimburse NCRFA for the costs of their paramedic training.

## **Article 24 - Northwest Fire Fighters Trust Insurance Benefits**

**24.1 Employee Group Medical.** NCRFA shall provide such group medical insurance coverage, for those employees to whom it applies, as mandated by RCW 41.26, The Law Enforcement and Fire Fighters Retirement System Laws of 1969, as revised and/or amended.

**24.2.1** NCRFA shall pay one hundred percent (100%) of those premiums necessary to maintain coverage under the Northwest Fire Fighters Trust (NWFFT) plan, fifteen hundred dollars (\$1,500) for enrolled employees, and ninety percent (90%) for their eligible dependents during the term of this agreement. Each year of the contract, exact deductible costs for employee and dependents will be deposited into the VEBA account prior to the change.

**24.2.2.1** Each year following for the remainder of the contract, NCRFA will pay four thousand eight dollars (\$4,008) into each individual member's VEBA account on the first business day of the year through July 31, 2021.

**24.2.2.2** Beginning August 1, 2021, for the remainder of 2021, all incoming Arlington bargaining unit members and any new hired bargaining unit members shall receive a monthly contribution of one twelfth (1/12<sup>th</sup>) the

annual contribution of four thousand eight dollars (\$4,008) to the employee's HRA VEBA account, having the effect of prorating the annual contribution amount for those months in which the bargaining unit member is actually employed, notwithstanding the provisions of Section 24.2.2 above.

- 24.2.2.3** Beginning January 1, 2022, for all members of the bargaining unit, for each year following for the remainder of the contract, NCRFA will pay four thousand eight dollars (\$4,008) into each individual member's VEBA account, payable as a monthly contribution of one twelfth (1/12<sup>th</sup>) the annual contribution to the employee's HRA VEBA account, having the effect of prorating the annual contribution amount for those months in which the bargaining unit member is actually employed.
- 24.3 Group Dental.** NCRFA shall pay one hundred percent (100%) of the premiums for eligible enrolled employees, and ninety percent (90%) for their eligible dependents.
- 24.4 Group Vision.** NCRFA shall pay one hundred percent (100%) of the premiums for eligible enrolled employees, and ninety percent (90%) for their eligible dependents.
- 24.5 Group Life and Accidental Death and Dismemberment insurance (AD&D).** The NCRFA shall pay one hundred percent (100%) of the premiums for eligible enrolled employees.
- 24.6** NCRFA will provide bargaining unit members with the opportunity to voluntarily participate in the Life Scan Wellness Physicals offered through NWWFT. However, if the participant fails to appear for their Life Scan Wellness Physical, and after being provided an opportunity to reschedule, is either non-responsive to the request to reschedule or fails to appear at the rescheduled time slot, the employee (rather than the employer) will be responsible for paying the \$575.00 which will be billed to NCRFA by NWWFT.

## **Article 25 - Shared Leave**

- 25.1** Individuals may voluntarily donate leave time (sick or vacation) to another employee who has exhausted all of their sick leave accruals. Any one employee shall not receive more than three hundred (300) hours from any one employee per year. Donated leave must be approved by the Fire Chief or designee.

## **Article 26 - Personal Leaves of Absence**

- 26.1** A leave of absence, without pay or benefits, may be granted to an employee for a period of up to six (6) months with approval of the Fire Chief. Such requests shall be submitted in writing by the employee at least thirty (30) days in

advance of the projected leave. The employee must state clearly the reason for requesting the leave of absence.

## **Article 27 - Hours of Work**

**27.1** The average weekly hours in any calendar year for any eight (8)- or ten (10)-hour shift employee shall be forty (40) hours.

**27.2** The standard eight (8)-hour work cycle for fire suppression personnel shall consist of five (5) consecutive workdays followed by two (2) consecutive days off. The standard shift shall begin at a time specified by the Fire Chief or their designee and last eight (8) consecutive hours.

**27.3** The standard ten (10)-hour cycle shall consist of four (4) consecutive workdays followed by three (3) consecutive days off. The standard schedule shall normally begin at 0700 hours and end at 1700 hours, or as mutually agreed upon by the Union and the Fire Authority consistent with the Fair Labor Standards Act.

**27.4** The standard twelve (12)-hour cycle shall consist of four (4) consecutive workdays followed by four (4) days off. All twelve (12)-hour shifts begin at 0600 hours and end at 1800 hours, or as mutually agreed upon by the Union and the NCRFA consistent with the Fair Labor Standards Act.

**27.5** The average weekly hours in any calendar year for any twenty-four (24)-hour shift employee using the "48/96" shall be forty-nine and twenty-three hundredths (49.23) hours. This shall be accomplished by the use of fifteen (15) Kelly Days per year.

**27.6** The standard forty-eight (48)-hour shift consists of the following six (6)-day cycle:

Forty-Eight (48) hours = On Duty  
Ninety-six (96) hours = Off Duty

Each twenty-four (24) hour portion of this shift begins at 0700 hours and continues until 0700 hours the next day. Each FLSA work period will have one (1) twenty-four (24) hour Kelly day or one (1) twenty-four (24) hour vacation day. Each twenty-four (24) hour employee on the twenty-four (24) day cycle shall be entitled to a total of fifteen (15) twenty-four (24) hour "Kelly" days. Employees shall be allowed to choose their "Kelly" shifts following the process and requirements contained in Section 28.4. All hours worked above the FLSA allowable one hundred eighty-two (182) hours in the twenty-four (24)-day FLSA work period will be paid at the overtime rate.

**27.7** Changes in an individual work schedule shall begin at the start of the next Kelly cycle following notification to the affected employee and the Union. Schedules may be changed on shorter notice in the event of emergency conditions or if the

affected employee agrees to the schedule change on a shorter timeline. Such schedule changes will be made for demonstrated need and offered to members that qualify for the position by seniority.

**27.8.1** Posting of shift vacancies shall be in each Fire Station for a period of ten (10) calendar days. Any employee desiring to bid for the shift vacancy shall submit his/her request in writing to the Fire Chief or designee prior to the end of the posting period. The Fire Chief or their designee shall contact by phone call (and voicemail message if the employee cannot be reached) any employee who is not scheduled to work during the ten (10) calendar day posting period to inform the employee of the shift opening. In the event the posting of a shift vacancy creates a second or more additional shift openings, the subsequent shift vacancies will be filled by Fire Administration and the Union Executive Board working together and contacting all members in-person or via a phone call (and voicemail message if the employee cannot be reached) to confirm their interest in the additional openings.

**27.8.2** Shift movement of personnel will occur at the beginning of the next Kelly cycle after the Union and City have bargained the impacts of any such movement.

**27.9** The work schedule shall be published by December 15th, for the following year.

**27.10** The Community Resource Paramedic (CRP) will be assigned a forty (40)-hour week as provided in Article 27.2. Notwithstanding the foregoing, the CRP's hours may be flexed within the FLSA workweek of Sunday 12:00 a.m. – Saturday 11:59 p.m. to support peak activity needs for the position in coordination with the MSA/MSO.

**27.11 Peak Activity Unit.** The Peak Activity Unit (PAU) will be staffed as ALS or BLS at the discretion of management. The members assigned to work this unit will work 10- hour shifts as mutually agreed. Any mandatory assignment to this shift shall be in reverse seniority order and shall only include those bargaining unit members who will be off of probation by the time assignment is to take effect. For contract purposes the schedule will closely resemble a start time between 07:00 and 09:00 and a completion time between 17:00 and 19:00.

## Article 28 - Vacation Leave

**28.1** All employees scheduled to work eight (8)- or ten (10)-hour shifts shall earn vacation allowances and shall accrue paid vacation leave as follows:

Completed Months of Continuous Employment	8 Hour Employees Monthly Accrual (in hours)	10 Hour Employees Monthly Accrual (in hours)
0-12	4.667	4.833
13-60	8.667	8.833

61-120	12.667	12.833
121 +	16.667	16.833

**28.2** All employees scheduled to work twelve (12) or twenty-four (24)-hour shifts shall accrue paid vacation leave as follows:

Completed Months of Continuous Employment	Monthly Accrual (in hours)
0-12	12
13-24	14
25-60	16
61-120	18
121 +	22

**28.3** New employees shall accrue vacation benefits from date of employment and are eligible to use leave following twelve (12) calendar months of continuous employment.

**28.4** One annual vacation sign up schedule will be posted from October 1st through October 31st of the previous year, coordinated by the Fire Chief or his designee.

Vacation and Kelly Day sign-ups will occur with bargaining unit members being allowed to sign up for half of their maximum vacation accrual for the upcoming year first [i.e. if an employee is 16 hours per month  $16 \times 12 = 192$  hours or eight (8) shifts, the employee could take a maximum of four (4) vacation days in round one (1)], followed by a second round of vacation picks that would allow the employee to sign-up for the second half of their upcoming accrual time. For those staff with an odd number of days of vacation available, they may bid the larger half of their leave in the round one (1) [example: four (4) out of seven (7) days could be bid in round one (1)].

Once vacation days have been chosen members will choose Kelly Days consisting of three (3) rounds of five (5) picks. Bargaining unit members will have to choose time off in each Kelly Cycle (vacation or Kelly time) to reduce their hours of work below the FLSA threshold of 182 hours. Each bargaining unit member must schedule at least (1) day off in each twenty-four (24) day FLSA period. All picks will be in blocks of twenty-four (24) hour periods. The number of Kelly Days used must be commensurate with the number of periods in the calendar year at the time of an employee's departure from the organization, or such hours used prior to that period shall be withheld out of the final compensation.

No more than two (2) officers may be off on a day and no more than two (2) paramedics may be off on a day, with the caveat that no scheduled time off will

create overtime when over staffed above minimum staffing. The Fire Chief may grant deviation from this rule in an emergency.

Scheduled time off will not create overtime when staffed above minimum staffing, except for fourteen (14) pre-scheduled overtime days per shift per year [i.e., more than two (2) officers off, more than two (2) paramedics off]. The Fire Chief may grant deviation from this rule in an emergency.

Additional time off by ALS providers may be approved if staffing does not compromise the minimum staffing of ALS units in the RFA. This would be reviewed and approved on a case by case basis. If the time off was denied it would be in order of sign-up (ie. V-1, V-2, Kelly).

**28.5** The maximum allowable accumulation of unused vacation time shall not exceed two hundred forty (240) hours except in the case of an emergency declared by the Commissioner Board Chair or designee. Any vacation earned which exceeds the maximum accumulation allowable shall be scheduled by NCRFA and employee, subject to the operating efficiency of the NCRFA as determined by the Fire Chief or his designee by year's end. If the employee wishes to cash out the remainder of time over the maximum annual carry over, the NCRFA will do so on the last pay period in December of the current year if they have not exceeded three sick days the previous annual period. The time will be cashed out at one hundred percent (100%) the regular hourly rate of employee's current twenty-four (24)-hour pay scale. All employees shall take a minimum of one hundred twenty (120) hours of vacation leave before being allowed to cash out vacation time annually, unless approved by the Fire Chief.

**28.6 Floating Personnel.** NCRFA may utilize a floating FTE to address staffing for vacation, Kelly, or scheduled sick time in any and all ranks as the NCRFA recognizes, including FF, FFPM, , CAPT, and CAPTPM. The floating employees shall be assigned to work eight (8) days in a twenty-four (24)-day FLSA cycle as well as a Kelly day in that cycle up to the number of Kelly days allowed per the Collective Bargaining Agreement. The employee will not be scheduled to work more than forty-eight (48) consecutive hours. The employee can be moved to cover long-term disability with thirty (30) days' notice. NCRFA and the Union shall make every effort possible to allow the employees planned vacation if there is a schedule change. The employee shall submit their vacation pick before December 31<sup>st</sup> of the preceding year.

## **Article 29 - Sick Leave**

**29.1** All employees shall accrue sick leave at the following rate: twelve (12) hours per month. Effective at the time of their hiring date, each new employee hired by the

NCRFA shall receive an initial sick leave bank equal to seventy-two (72) hours of accrued time ("New Employee Sick Leave"). Any New Employee Sick Leave used by a new employee during that employee's first (1st) six (6) calendar months of employment will be drawn against that employee's regular sick leave accrual under the terms of this Section 29.1 such that if a new employee does not take any New Employee Sick Leave during that new employee's first (1st) six (6) months, at the end of that six (6) month period, the new employee will have seventy-two (72) hours of accrued sick leave.

**29.2** Sick leave may be used as follows:

29.2.1 Physical injury or illness to the employee.

29.2.2 The need to care for the employee's spouse, dependent children under the age of 18 who are ill or require parental care.

29.2.3 Exposure to a contagious disease where on-the-job presence would jeopardize the health of others.

29.2.4 Use of prescription drugs that impairs job performance or safety.

**29.3** NCRFA shall be responsible for finding coverage for ill or incapacitated employees when FTE staffing would otherwise fall below Minimum Staffing levels set forth in article 45.1. When illness or incapacity causes a shift to fall below Minimum Staffing, NCRFA shall use article 33.3 to find coverage. NCRFA shall have no obligation to backfill for illness or incapacity when the remaining FTEs are at, or above, Minimum Staffing levels.

**29.4** NCRFA may require a note from a physician if the NCRFA suspects sick leave abuse.

**29.5** Accumulated sick time will be capped at fourteen hundred forty (1,440) hours.

**29.6** Any employee that needs to call in sick will do so before 0600 hours on the day of their shift.

**29.7** Any employee who uses less than twenty-five (25) hours of sick time in a calendar year will be given an additional twenty-four (24) hours of vacation time to be used in the next calendar year.

**29.8** Two-person staffing may be employed at Station 90 and 97 as the management right to address budgetary constraints due to sick leave, fiscal instability, and other management decisions to operationally control the budget of the organization.

## **Article 30 - Shift Exchange**



- 30.1** Employees shall have the right to exchange shifts when the exchange does not interfere with the day-to-day operations or incur costs to NCRFA and is approved by the Fire Chief or designee. Shift exchanges shall be considered as substitutions under the Fair Labor Standards Act.
- 30.2** Request for shift exchange that is denied shall be answered in writing.
- 30.3** An employee who fails to fill in for the agreed upon shift trade will have those shift hours deducted from their sick leave bank; provided, however, if the backfill for such employee causes overtime, the deduction shall be increased to time and a half.
- 30.4** In the event that the person who agreed to work a shift exchange request is “out-of-town” or otherwise cannot be reached, the shift will be filled using overtime. Under this scenario, the person who agreed to work the shift exchange will have two opportunities to “pay back” the cost of overtime to NCRFA as follows:
- 30.4.1** Be “docked” the full overtime cost, per Section 30.3 above; or,
- 30.4.2** Agree to work a shift equal to the time lost as scheduled by the Department. The scheduled overtime will not, unless there is no other alternative, be a “mandatory” overtime situation.
- 30.4.3** For purposes of Section 30.4 if there is a simultaneous shift exchange by both parties, each shall be considered the “originator” of the exchange for their original bid or assigned shift.

## **Article 31 - Holidays**

**31.1** The following holidays shall be recognized:

- New Year’s Day
- Martin Luther King Day
- President’s Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran’s Day
- Thanksgiving Day
- Native American Heritage Day
- Christmas Eve Day
- Christmas Day

- 31.2** Each twenty-four (24)-hour shift employee will receive a monthly Holiday stipend of two and a half percent (2.5%) of Senior Firefighter rate based on the eleven (11) recognized holidays listed above.
- 31.3** When personnel are required to work on New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, Native American Heritage Day and Christmas Day as specified in Section 31.1 above, the responsibilities of that day will be restricted to emergency responses, apparatus checks, and immediate Fire Authority needs.

## **Article 32 - Salary Schedule**

- 32.1** Effective August 1, 2021, the following salary schedule for all members of the bargaining unit shall be as follows: Advancement to the next pay grade is achieved by a combination of years of service and completion of the professional qualifications and standards for each specific pay grade identified below.

### **Pay Grade I – 70% or 80% of Senior Firefighter as outlined below**

- Hire Date through Academy Completion: 70% of Senior Firefighter<sup>5</sup>
- Academy Completion through Twelve (12) Months: 80% of Senior Firefighter
- JATC Approved Probationary Books

### **Pay Grade II – 85% of Senior Firefighter**

- Thirteen (13) through Twenty-Four (24) Months
- JATC Program
- Water Rescue Tech

### **Pay Grade III – 90% of Senior Firefighter**

- Twenty-Five (25) through Thirty-Six (36) Months
- JATC Program<sup>6</sup>

### **Pay Grade IV – 100% of Senior Firefighter**

- Thirty-Six (36)+ Months and Completion of JATC Program

**2021 Senior Firefighter Base Wage is: Eight Thousand Ninety-Seven Dollars (\$8,097) - (see Appendix A.1: Pay Schedules)**

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<sup>5</sup> This 70% phase will not exceed the length of the academy.

<sup>6</sup> Company Officer Development and Education (C.O.D.E.) Program Completion shall be included in 3d year of JATC curriculum developed by JATC Committee pursuant to Article 42.

- 32.2** The position of Firefighter/Paramedic will receive twelve percent (12%) per month above their current pay step but must maintain their Washington State Paramedic Certification while fulfilling that position.
- 32.3** Section reserved to preserve existing section numbering in Article 32.
- 32.4** Fire Captain will receive twenty percent (20%) per month above Senior Firefighter, and Captain Paramedic will receive twenty-seven percent (27%) per month above Senior Firefighter.
- 32.4.1** The Captains will be responsible for the day to day operation of the fire stations. This will include staffing, training, facility and apparatus maintenance, fire inspections, public education and all aspects of emergency response. This list is not exhaustive, it is dynamic. Further definition can be found in the NCRFA job description for Captain.
- 32.4.2** Testing for any vacant positions will be done by utilizing an assessment center process to assess the capability and needs of the department.
- 32.5** Battalion Chief will receive thirty-four percent (34%) above Senior Firefighter.
- 32.5.1.1** The Battalion Chief (BC) of Training is required to work a forty (40)-hour flexible work week schedule approved by the Fire Chief. If the BC of Training lives within the acceptable standard of cover response area for the NCRFA, he will receive an additional stipend of five hundred dollars (\$500) per month for being on call for after hour response, in addition to overtime or flexible time off for the time served on the call. The on-call assignments shall be equally distributed to the command officers. The on-call chief officer will be provided a take-home vehicle for response readiness. This section (32.5.1.1) shall sunset at the beginning of the month containing the beginning of the Kelly Cycle during which Battalion Chiefs are implemented and the following section 32.5.1.2 shall become effective:
- 32.5.1.2** The Battalion Chief of Training is required to work a forty (40)-hour flexible work week schedule approved by the Fire Chief and shall receive one-hundred thirty-four percent (134%) of Senior Firefighter/EMT plus the daytime premium of two and one-half percent (2.5%) for a total of one hundred and thirty-six and one-half percent (136.5%). The on-call assignments shall be equally distributed to the command officers. The on-call battalion chief of training will be provided a take-home vehicle for response readiness if they live within five (5) miles of the boundary of the RFA service area (with the option of a greater distance at the discretion of the Fire Chief or designee on a case-by-case basis) or an additional 2.5% add to pay if they live more than five (5) miles of the boundary of the RFA service or decline the use of a take home vehicle.

- 32.5.2** The Battalion Chief of Training will be responsible for training and will also assist NCRFA's administration with the duties previously assigned to the BC of Operations. The daytime BC of Training will put special emphasis on going out and training with the crews at or around their stations and response areas. They will all maintain a CPR Instructor Certification.
- 32.5.3** The Battalion Chief of Training will work a forty (40) hour flex schedule.
- 32.6** The assigned duties of Medical Services Officer (MSO) will receive an additional 3.5% above the Firefighter/Paramedic rate in Appendix A. In addition, the MSO will be designated by the Fire Chief and shown as an assigned duty.
- 32.7 Day Shift Differential.** Employees assigned to day shift will receive a two and one half percent (2.5%) increase over their Base Wage.
- 32.8 Base Wage Adjustments.**
- 32.8.1** Effective August 1, 2021, a fixed three percent (3%) salary increase over the January 1, 2021 Base Wage shall be provided for all NCRFA Employees.
- 32.8.2** Effective January 1, 2022, a fixed three percent (3%) salary increase shall be provided for all NCRFA Employees.
- 32.8.3** Effective January 1, 2023, a fixed three percent (3.0%) salary increase shall be provided for all NCRFA Employees.
- A.** If the total sick leave usage by twenty-four (24) hours shift personnel is above five thousand two hundred sixty-five (5,265) hours in 2022, the 2023 pay increase will be reduced to two and one-half percent (2.5%).
- B.** Any hours reimbursed to NCRFA by the short-term or long-term disability plan will be removed from the total usage hours; additionally, any hours used for an on-the-job injury, FMLA, WA Paid Family Medical Leave Act, or annual physical shall be removed from total hours used.
- C.** All bargaining unit sick leave hours used in 2022 shall be calculated quarterly and reviewed with representatives from the bargaining unit and NCRFA management.

**32.8.4** Effective January 1, 2024, a fixed three percent (3.0%) salary increase shall be provided for all NCRFA Employees.

- A.** If the total sick leave usage by twenty-four (24) hours shift personnel is above five thousand two hundred sixty-five (5,265) hours in 2023, the 2024 pay increase will be reduced to two and one-half percent (2.5%).
- B.** Any hours reimbursed to NCRFA by the short-term or long-term disability plan will be removed from the total usage hours; additionally, any hours used for an on-the-job injury, FMLA, WA Paid Family Medical Leave Act, or annual physical shall be removed from total hours used.
- C.** All bargaining unit sick leave hours used in 2023 shall be calculated quarterly and reviewed with representatives from the bargaining unit and NCRFA management.

**32.9** NCRFA will contribute five percent (5%) of the Employee's Base Wage into the Employee's deferred compensation plan.<sup>7</sup> For the purpose of this section, the percentage shall be based off the wages in **Appendix A** and not include overtime pay.

**32.10** Members who have completed sixty (60) months of service with the NCRFA shall receive Longevity Pay at the following rates:

Years of Completed Service	Longevity Premium (percent of Employee's Base Wage in Appendix A)
60 months	2%
120 months	3%
180 months	4%
240 months	5%

**32.11 Education Incentive Program.** This will apply to **Appendix B** classes for Firefighter and Fire Officer; incentives will be paid prospectively after appropriate paperwork certifying class completion has been submitted to NCRFA. Existing officers may apply for incentives for the listed courses and/or take lower level courses. Firefighters may take courses for Fire Officer and receive incentive pay once they have achieved the Firefighter lower level course stipends.

- A.** Completion of Firefighter Level I (250 hours) provides an Employee with additional compensation of one-half percent (0.5%) of Employee's Base Wage.

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<sup>7</sup> Contributions will not be retroactive for those members who did not contribute prior to January 1, 2020. Reporting to DRS to commence on January 1, 2020 with the exception of any employee having at least fifteen years of service as of January 1, 2019.

- B. Completion of Firefighter Level II (500 hours) provides an Employee with additional compensation of one-half percent (0.5%) of Employee's Base Wage.
- C. Completion of Fire Officer Level I (250 hours) provides an Employee with additional compensation of one-half percent (0.5%) of Employee's Base Wage.
- D. Completion of Fire Officer Level II (500 hours) provides an Employee with additional compensation of one-half percent (0.5%) of Employee's Base Wage.

### **Article 33 - Overtime Pay**

- 33.1** All overtime shall be paid for on the basis of one hundred fifty percent (150%) of the Employee's hourly rate.
- 33.2** An Employee who has left work and is called back to work after completing their regular shift shall be compensated a minimum of one (1) hour. An employee may be required to work the minimum time at duties previously assigned.
- 33.3** Overtime shall be assigned by an overtime list based on rank for rank and using the Union's overtime filling process/policy which shall at all times be consistent with the Procedure in article 33.5 (the "OT Filling Policy").
- 33.4** If the NCRFA is unable to fill a shift vacancy voluntarily, a mandatory shift shall be issued according to the OT Filling Policy from the mandatory list.
- 33.5 Overtime Filling Procedure.**

#### **Section 1: Definitions.**

- *Non-Emergency Overtime.* Overtime that must be scheduled and filled in the future. Typically, greater than forty-eight (48) hours' notice.
- *Emergency Call-Back.* Overtime that must be scheduled and filled as soon as possible. Typically, a sick call that gives less than forty-eight (48) hours' notice.
- *Caller.* The Battalion Chief or Captain that will be performing the overtime filling.

## **Section 2: Procedure.**

### *Non-Emergency Overtime (Call-Back Method):*

1. The battalion chief, captain or designee will begin the call-back process based on rank being filled, unless stated otherwise in any current agreement between the NCRFA and the Union. The call-back will be performed using the website whenever possible.
2. The call-back will be sent out via text message or email, through the website, to all personnel that are qualified to fill the position. The call-back message will include the purpose of the call, the date that must be filled, the number of hours being filled, the class being filled, and the station where the overtime shift is necessary to fill the vacancy.
3. After a period of eighteen (18) hours has passed from the time the message was sent, the shift captain or designee will pull the responses from the website and award the overtime shift at their earliest convenience.
4. If an employee accepts and is awarded an overtime shift, they will be notified of their award via the website through an email or text message.
5. Any employee who accepts an overtime shift, but is not awarded the shift, will be notified that they were not awarded the shift via the website.

### *Emergency Call-Back:*

1. The shift captain or designee will begin the call-back process based on rank being filled, unless stated otherwise in any current agreement between the NCRFA and the Union. The call-back will be performed using the website whenever possible.
2. The call-back will be sent out via text message or email, through the website, to all personnel that are qualified to fill the position. The call-back message will include the purpose of the call, the date that must be filled, the number of hours being filled, the class being filled, and the station that the overtime is meant to fill.
3. After a period of fifteen (15) minutes has passed from the time the message was sent, the shift captain or designee will pull the responses from the website and award the overtime shift at their earliest convenience.

4. If an employee accepts and is awarded an overtime shift, they will be notified of their award via the website through an email or text message.
5. Any employee who accepts an overtime shift, but is not awarded the shift, will be notified that they were not awarded the shift via the website.

## **Article 34 - Acting Pay**

- 34.1 Any Employee covered by this agreement who is required to accept the responsibilities and duties of an established Captain or Battalion Chief position shall be compensated at the base rate for that position for each day worked.
- 34.2 An established promotional list shall be used for Captain or Battalion Chief, the employee that is number one (1) on the list will be assigned. When there is no current Department promotion list for the position, NCRFA will assign qualified individuals to fill needed vacancies and consider seniority as a factor at the Fire Chief's discretion. They shall be compensated at the base rate of pay for that position.
- 34.3 NCRFA shall always have five (5) qualified line supervisors on duty each day. NCRFA will maintain a promotional list to use in choosing employees for the acting position and will assign them in accordance with their rank on that list. Additionally, those who possess the JATC journey level qualification and have a Blue Card certification shall be qualified acting officers. Where none of the above are present, the most qualified member on duty shall be used to fill the acting position. When choosing between more than one actor for the same position, selection shall proceed as follows:
  - A. First. Those on the current promotional list in order of rank.
  - B. Second. Qualified actors in order of seniority.
  - C. Third. The most qualified individual on duty.

## **Article 35 - Light Duty**

- 35.1 Commencing on January 1, 2020, an employee who, after examination by their physician, is physically or mentally unable to perform the duties assigned to them in their job description due to an off-the-job injury, shall be offered a light duty assignment for a period of thirty (30) business days provided that the employee has been released for such assignment by their physician in writing and it is determined by the NCRFA that there is work to be performed. The NCRFA may, at its discretion, extend the light duty assignment beyond thirty (30) days if light



duty work is available. The NCRFA reserves the right, at its own expense, to have the employee examined by an NCRFA-appointed physician.

- 35.2** This position shall not affect minimum staffing requirements of NCRFA. If NCRFA has a work assignment, the employee may be assigned non-combat duty in such areas as Fire Prevention and Education, Public Information, Training, or as determined by the Fire Chief or designee.
- 35.3** In the event an employee is injured on the job, the employee shall be granted light duty for the duration of the disability or shall be able to “make up” the difference between the amount received from Labor and Industries insurance and their regular salary pay through the use of sick leave or other accrued paid leave time. Should the employee return to duty having exhausted their leave, they shall be granted a “special sick leave bank” of eighty (80) hours, which shall be available for any illness or injury suffered by the employee until their regular sick leave accrual returns to an eighty (80)-hour balance according to the provisions of the agreement; provided, however that in the event of separation from employment prior to employee’s accrual of such eighty (80) hours, then employee shall not be entitled to a cash out of any sick leave in the special sick leave bank.
- 35.4 Filling of Long-Term Vacancies.** In the event of a long-term vacancy on a twenty-four (24)-hour shift position due to a twenty-four (24)-hour shift employee being placed on light duty (such vacancy expected to be ten (10) or more consecutive twenty-four (24)-hour shifts), the position may be filled by a limited term full-time employee (“Limited Term Employee”) as provided herein.
1. Eligibility. Any Limited Term Employee hired by the NCRFA will be a current NCRFA part-time Firefighter on the current hiring list who has the following qualifications: Firefighter I and EMT.
  2. Status of Limited Term Employee. The Limited Term Employee will be considered a full member of Local 3438 and will fall under the Local 3438 collective bargaining agreement except as otherwise provided herein.
    - A. With respect to article 24.2 the NCRFA shall pay a monthly stipend of one twelfth (1/12<sup>th</sup>) the annual contribution to the employee’s HRA VEBA account.
    - B. Article 21 (“Personnel Reduction”) shall not apply until after the Limited Term Employee has successfully completed the probationary period.
  3. Pump Operator Certification. A Limited Term Employee shall not be assigned as the driver operator until they have completed the Pump Operator manual.

4. Overtime. A Limited Term Employee will be offered overtime shift opportunities only if a permanent employee does not volunteer for the shift.
- 35.5. Seniority.** In the event that more than one Limited Term Employee is hired at the same time, ranking on the "hiring list" will be used as seniority.
- A. The senior Limited Term Employee can waive their right to article 27.7 and be moved shifts without thirty (30) days' notice.
- 35.6. Non-Preference.** In the event that a regular, full-time position becomes available, a Limited Term Employee shall not be entitled to preference if an outside applicant is ranked higher on the "hiring list."
- 35.7. Length of Temporary Service.** If the Limited Term employee is required for more than six (6) continuous months of temporary service, NCRFA shall have the option to (i) replace the Limited Term Employee with another Limited Term Employee, or (ii) enroll the Limited Term Employee into JATC, at which point the Limited Term Employee will no longer be considered temporary.

## **Article 36 - Uniform and Clothing**

- 36.1** The Employee will be responsible for keeping their uniforms in a like-new and presentable condition. Failure to do so will result in discipline. The officers will be responsible in ensuring that the crews are looking presentable at all times.
- 36.2** Any garments that are damaged as a result while performing duties, and not from normal wear and tear, will be replaced by NCRFA at NCRFA's expense when the damaged item is turned into the Quartermaster.
- 36.3** NCRFA shall provide each new regular full-time firefighter employee covered by this Agreement with the following list of uniform/clothing items, including appropriate insignias (patches, badges, silk-screening etc.)
- 3 work pants
  - 4 tee shirts
  - 1 Class B work shirts
  - 1 work shirt or lightweight jacket (to be determined)
  - 1 belt
  - 1 pair of work boots
  - 1 winter weight jacket
  - 1 baseball style cap
  - 1 helmet with eye protection
  - 2 bunker jackets
  - 2 bunker coats
  - 2 protective hoods

- 2 suspenders (if requested)
- 2 pair of gloves, 1 IDLH / 1 work style
- 1 pair of leather bunker boots
- 1 flashlight
- 1 spanner style tool

In addition to the list above, after successful completion of the probationary period, each regular full-time employee covered by the Agreement will be provided one (1) class A dress uniform.

The department shall utilize a quartermaster system administered by the Fire Chief or designee that allows for the approval, distribution and exchange of initial and replacement uniforms. A chain of command order system shall be established and replacement gear issued when worn out gear has been turned in.

All initial and replacement uniform items and vendors shall be approved in advance by the Fire Chief or designee.

All uniforms and equipment issued by the Employer to each employee shall remain the property of the Employer.

The Fire Chief or designee shall determine the appropriate uniform.

## **Article 37 - Promotions**

**37.1** Promotional testing shall be in accordance with NCRFA's promotional testing guidelines and procedures set forth in department policy when this agreement does not specify otherwise.

**37.2** Announcements for promotional examinations including the date of the exam shall be posted in each fire station at least sixty (60) calendar days prior to the scheduled test date.

**37.3** A bibliography of text reference material that could be used for study purposes relating to the written examination shall be available to the candidate sixty (60) days prior to the examination date.

**37.4** The period of eligibility for the promotional list shall be for two (2) years.

**37.4.1** A minimum of thirty-six (36) months of continuous service as a regular full-time uniformed employee of NCRFA is required to apply, obtain, and otherwise qualify for any bargaining unit promotion to Captain unless NCRFA and Union agree that there are not enough qualified personnel to meet the needs of the position to be filled. For purposes of this section, the thirty-six (36) months of continuous service are any

combination of total full-time continuous service at NCRFA and/or City of Arlington.

- 37.4.2** A minimum of twenty-four (24) months of continuous service as a regular full-time uniformed Lieutenant or Captain of NCRFA is required to apply, obtain, and otherwise qualify for any bargaining unit promotion to Battalion Chief unless NCRFA and Union agree that there are not enough qualified personnel to meet the needs of the position to be filled. For purposes of this section, the twenty-four (24) months of continuous service are any combination of total full-time continuous service at NCRFA and/or City of Arlington.
- 37.5** Only members of the bargaining unit may test for promotions within the bargaining unit except that, if no application is received from members of the bargaining unit, then NCRFA may open the examination to outside personnel.
- 37.6** For each promotion to be filled, the top three candidates from the current eligibility list shall be submitted to the Chief (i.e., "Rule of Three").
- 37.7** All fire officers covered under this agreement must serve a twelve (12)-month probationary period. During the probationary status the bargaining unit officer will receive a quarterly evaluation for their term of probation with a final review at the end of their twelve (12) months.
- 37.8** Should an employee fail to successfully complete their twelve (12)-month promotion probation, they shall return back to their previously held position within the department.
- 37.9** Voluntary demotion may be requested by an employee in writing to the Fire Chief. An employee receiving a voluntary demotion shall return to their previously held rank and grade. Voluntarily demoted personnel shall not maintain reinstatement rights to higher rank or position.
- 37.10** Involuntary demotion to an employee due to a reduction in force, elimination of a job category, or similar occurrence shall retain ongoing reinstatement rights in the higher position based on the date of the demotion with the last demoted being the first reinstated.
- 37.11** Disciplinary demotion to an employee, according to the terms of this contract, shall be returned to their previous permanent rank held.

## **Article 38 - Negotiation Procedure and Department Policies**

- 38.1** The NCRFA agrees to meet with the Union in June of the last year of its current labor contract. The purpose of this meeting is to discuss the negotiation process and set up a schedule for the next labor contract renewal.

- 38.2** When bargaining for a new collective bargaining agreement, the following shall apply provided that both parties are making a significant effort to schedule meetings at such a time to avoid the need for paid leave or shift coverage:
- A. NCRFA agrees to allow up to two (2) members of the negotiating team who are scheduled to work paid leave for scheduled negotiation meetings, as provided herein.
  - B. NCRFA shall be responsible for scheduling coverage for members on-duty during negotiations meetings.
  - C. A member may be forced to work if nobody volunteers for the vacant position.
- 38.3** Prior to approval of any Policy revisions, NCRFA will provide the Union with notification of such proposed changes and the expected date for approval.

### **Article 39 - Probationary Period**

- 39.1** 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 Captain, or Battalion Chief. The Union may represent probationary employees during their probationary period, except that probationary employees may not appeal discharge under the term of this agreement. Probationary employees may be terminated without cause; however, this does not constitute waiver of applicable law.
- 39.2** In lieu of discharging an employee who does not satisfy probation, NCRFA reserves the right to extend the employee's probation for a period not to exceed six (6) calendar months.

### **Article 40 - Medical Expense Reimbursement Plan**

- 40.1** NCRFA shall make monthly contributions on a pre-tax basis from the base salary of each employee to the Washington State Council of Fire Fighters' "Medical Expenses Reimbursement Plan" (MERP). The contributions shall be included as a salary for the purpose of calculating retirement benefits, if authorized by the Washington State Department of Retirement Systems (DRS). Such trust fund shall be used to pay health insurance premiums for eligible retirees.
- 40.2** All members of the Union agree to contribute an additional seventy-five dollars (\$75) per month to their MERP. This contribution will be drawn automatically along with the current contribution referenced in article 40.1.

## **Article 41 - Auto Vehicle Locator**

Snohomish County 911 communications dispatch center plans to implement Auto Vehicle Locator (AVL) technology throughout its new communication system, New World.

The NCRFA and Union agree as follows:

1. The parties agree that AVL equipment will be used for computer-aided dispatch, mapping, proximity-based routing, incident/accident investigation, training, service planning, and system performance monitoring.
2. The NCRFA does not presently desire to use AVL data or equipment to monitor employee performance or for disciplinary investigations involving the members of Union 3438's bargaining unit. If the NCRFA later desires to use AVL data or equipment for this purpose, it will fulfill any bargaining obligations it has concerning the decision and any impacts or effects.

## **Article 42 - Joint Apprentice Training Committee (JATC)**

- 42.1** A JATC Committee will be formed with equal representation from the Union and management. The purpose of the JATC Committee is to establish and manage the North County Regional Fire Authority's JATC program within the confines of the rules and requirements of the Washington State Firefighters' JATC Program.
- 42.2** As a condition of employment, each member of the bargaining unit who is assigned to participate in the JATC program must successfully complete the program within the time frames established by the JATC Committee.
- 42.3** The JATC Committee is empowered to make motions to notify the Fire Chief of apprentices who have not successfully completed the program within the time frames established by the JATC Committee. If, due to approved extenuating circumstances (e.g., extended disability), the apprentice is unable to complete the apprenticeship program within the establish timeline, the Fire Chief shall grant an appropriate extension of the timeline to complete the program, relative to the time missed due to extenuating circumstances. Willful failure to complete the requirement of the JATC program shall be grounds of discipline up to and including termination.
- 42.4** In the event the JATC Committee notifies the Fire Chief that an apprentice has not successfully completed the program within the time frames established by the Committee, the Fire Chief may take appropriate corrective action, subject to current applicable RFA Policy and Procedures and Civil Service Rules and Regulations.

- 42.5** Firefighters in the JATC Program will not move to the First Class Firefighter pay scale until they have attained the Journey level status.
- 42.6** The cost of all required tuition and books shall be borne by NCRFA provided that the apprentice completes the course with a minimum passing grade of a “C” (2.0) or higher.
- 42.7** Overtime will not be authorized for fulfilling the JATC program requirements while off-duty.
- 42.8** New employees hired with JATC Journey-Level credentials shall be required to complete probation and shall be advanced-placed into the JATC program. After completion of probation, the employee will be moved to the pay step matching their JATC level.
- 42.9** The JATC program will not include the Fire Officer component at this time.
- 42.10** Employees currently at pay steps 1-2 shall have advanced placement into the JATC program as appropriate. Employees employed by NCRFA will not receive retroactive pay back to January 1, 2019 for participation in the JATC program.<sup>8</sup>
- 42.11** NCRFA will send each member who is assigned to participate in the JATC program to a full-time academy. In the event that this cannot be done due to full-time academies being full, then NCRFA will utilize an IFSAC tested academy and make up additional academy time with specialty classes by Snohomish County consortium training officers in pertinent fields of study.
- 42.12** Effective January 1, 2021, all new hires will attend a full-time academy before being placed on shift.

## **Article 43 - Part Time Employees**

- 43.1** Part-time employees will be uniformed responders; however, by definition they are classified as part-time employees because they will not be full-time or fully compensated for their services. For definition purposes, the term “ordinarily” as applied in this Article means that, as a general rule, NCRFA will attempt to staff the units as stated but reserves the right to reduce or shut down units based on available staffing and economic factors.
- 43.2** Part-time employees will report to their immediate supervisor for daily operational items while working shifts. Scheduling for the part-time employees shall be managed by NCRFA administration including the Battalion Chief of Training.

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<sup>8</sup> This sentence only applies to the retroactive check to be given to current employees after mutual execution of this CBA.

- 43.3** New, part-time employees will be required to complete the established hiring procedures of the Human Resource Manager.
- 43.4** The regularly scheduled hours ordinarily will not exceed one hundred forty-four (144) per month. Total monthly hours shall not exceed one hundred sixty-eight (168) hours unless authorized by the Fire Chief or a designee.
- 43.5** NCRFA has established minimum qualifications for part-time employees as follows: a High School Diploma or GED, a valid Driver's License, Firefighter 1 (FF1) certification, and a current Washington State EMT certification. A part-time EMT may exclude the FF1 if obtaining and working in an aid unit without suppression function.
- 43.6** Part-time firefighters will be issued appropriate uniforms and personal protective equipment.
- 43.7** Part-time firefighters who work shifts shall not hold a Fire Officer position with NCRFA.
- 43.8** When NCRFA hires part-time personnel as full-time firefighters (excluding temporary hires that will not be enrolled in JATC while in the temporary position), such individuals will be required to successfully complete the full-time firefighting testing process.
- 43.9** Except for specific exemptions described herein, all vehicle operations other than that of vehicles requiring a CDL or WA. State fire service exemption (> 26,000 pounds & air brakes) shall be limited to the operation of full-time staff. An exemption may be made for the transport of a patient to a hospital, shuttling of vehicles for maintenance, training, or other non-public service-related purposes. The RFA and Labor mutually agree that at no time will arrangements be made that pair a part-time member and a career member together (crew of two) on a vehicle > 26,000 pounds or on an ALS unit as normal act of staffing. A qualified part-time employee may be allowed to drive a medic unit with one (1) full-time employee in circumstances involving transportation of patients from one facility to another, where and when appropriate, as determined by the Captain, Battalion Chief or Actor of one of those positions.

## **Article 44 - NCRFA Wellness and Fitness Initiative**

- 44.1** The Union and NCRFA are both interested in health and wellness. However, the Parties recognize that there are new developments occurring, particularly in regard to NWTF medical plan for physicals. The Parties therefore deem it appropriate to express their interest in further exploring a mutually agreeable wellness and fitness initiative through labor management meetings and to incorporate any such agreed upon program into the CBA at an appropriate time.



**44.2** The NCRFA and the Union recognize the physical and mental health of bargaining unit employees is of vital importance in fulfilling the responsibilities of the job of Firefighter. The NCFRA considers physical fitness as a high priority and as such workout periods shall be accommodated in the daily activity schedule. The physical fitness program is a mandatory, non-punitive program. All employees are expected to utilize the workout time allotted to them daily.

**44.3** Physical fitness activities may be scheduled at any time during a shift provided said physical fitness periods shall not interfere with scheduled shift work such as drills, training, inspections, or emergency responses. Scheduled time for physical fitness shall normally be between the hours of 0800 and 1700. All shift employees shall be allowed ninety (90) minutes per shift for physical fitness activities.

## **Article 45 - Staffing**

**45.1** Minimum staffing per shift (“Minimum Staffing”) (not including Battalion Chiefs once they are established) shall be fourteen (14) FTEs deployed as follows:

- STATION 99 = THREE (3) FTE
- STATION 97 = THREE (3) FTE
- STATION 92 = ZERO (0)
- STATION 90 = TWO (2) FTE
- STATION 48 = THREE (3) FTE
- STATION 46 = THREE (3) FTE
- NOTE: all stations can operate as a “jump crew”.

Management shall have the right to over hire as desired. Additional personnel to be placed per management right and identified need.

**45.2** The fourteenth (14<sup>th</sup>) FTE on a shift may be deployed by NCRFA per operational needs.

**45.3** When at or above Minimum Staffing, remote stations (i.e., St. 92 and 96) may be staffed by an officer. When an officer is unavailable in such cases, a senior firefighter will be deployed to such station; such senior firefighter shall be the acting captain for such shift and shall supervise the personnel at that station.

## **ARTICLE 46 PARAMEDIC VESTING**

- 46.1** The NCRFA recognizes that from time to time employees serving as Firefighter/Paramedic may request to be reassigned permanently to the position of Firefighter/EMT. The employee must have served in the position of Firefighter/Paramedic with the NCRFA for a minimum of five (5) years.
- 46.2** The request will be handled on a first-come, first-serve basis in conjunction with the needs of the NCRFA. The request shall be provided to the Fire Chief or designee a minimum of six (6) months prior to the requested date of reassignment. The NCRFA will notify the employee requesting transfer within twenty (20) calendar days whether the request has been approved, and of an anticipated date for the return to Firefighter/ EMT.
- 46.3** Assignment to engine company duties is dependent on the existence of an open position in the Firefighter / EMT ranks. An open position shall be defined as a vacant authorized Firefighter/ EMT position which may occur as a result of routine turnover, addition of positions, or promotions.
- 46.4** Employees serving as Firefighter / Paramedic that are reassigned as a Firefighter/ EMT following the process detailed in Article 30 will be entitled to a portion of their Paramedic incentive pay in the following manner:
- |                         |                    |
|-------------------------|--------------------|
| 5 years as Paramedic    | 50% of ALS premium |
| 6 years as Paramedic    | 60% of ALS premium |
| 7 years as Paramedic    | 70% of ALS premium |
| 8 years as Paramedic    | 80% of ALS premium |
| 9 years as Paramedic    | 90% of ALS premium |
| 10 years + as Paramedic | 100 of ALS premium |
- 46.5** The newly assigned Firefighter/EMT shall have his/her pay, including COLAs and step increases, frozen until the Firefighter IV pay meets the pay received by the newly assigned Firefighter/EMT.

## **Article 47 - Wildland Program**

- 47.1** In the event the NCRFA participates in an incident where an ongoing State Mobilization is already in effect, those employees covered by this Agreement who voluntarily agree to participate will be compensated in accordance with the terms of the Washington State Mobilization Plan, rather than according to this Agreement.
- 47.2** Employees who have vacation leave scheduled during a period when they participate in a mobilization will have the choice to take the vacation as scheduled, or cancel the planned vacation in which case the planned vacation leave hours will not be deducted from their vacation leave bank. Kelly Days scheduled during a

period of mobilization will be observed as scheduled. Nothing in this paragraph changes the contract provisions regarding vacation carryover in Section 28.5.

- 47.3** All fire Apparatus (fire engines, ladder trucks, brush trucks) sent on a mobilization shall have, at a minimum, one (1) full-time firefighter or paramedic and one (1) full-time officer or acting officer, each of whom will come from the bargaining unit according to the Wildland Deployment List.

Backfill overtime for shift openings caused by State Mobilizations will be filled according to the most current overtime policy.

Single resource deployment shall be allowed following the guidelines set forth by WSP State Mobilization Plan, to include but not be limited to Strike Team Leader (STL), STL-Trainee (STL-T). Single resources shall be deployed with a command vehicle.

- 47.4** The Employer reserves the right to decline the deployment of any local resources due to staffing needs.

**APPENDIX A.1**  
**PAY SCHEDULE AS OF AUGUST 1, 2021**

	<u>Monthly Rate</u>	<u>Hourly Rate</u> Day 24	<u>Overtime Rate</u> Day 24
<b>Battalion Chief</b>	134%		
<b>Captain Medic</b>	127%		
<b>Senior Captain (Temporary)</b>	<b>127%</b>		
<b>Captain</b>	120%		
<b>FF/Paramedic 4</b>	112%		
<b>Firefighter 4</b>	100%		
<b>FF/Paramedic 3</b>	102%		
<b>Firefighter 3</b>	90%		
<b>FF/Paramedic 2</b>	97%		
<b>Firefighter 2</b>	85%		
<b>FF/Paramedic 1</b>	92%		
<b>Firefighter 1</b>	80%		
<b>Firefighter 1 (Pre - Acad)</b>	70%		
Holiday Pay (where applicable)	2.5%		
IV Therapy Technician	2.0%		
MERP	\$75		
<b>10-hour rate</b>	<b>Base wage/2,080</b>		
<b>24-hour rate</b>	<b><math>365/3 = 121.67 \times 24 = 2,920 - 360</math> (15 Kelly days) = 2,560</b>		
	<b>base Wage/2,560</b>		

## APPENDIX A.1 PAY SCHEDULE AS OF AUGUST 1, 2021

Rate Increase----->

3.00%

Position	%	Salary 2021	10 hr	24 hr	OT 10hr	OT 24 HR
Battalion Chief	134	10,851.17	\$62.60	\$50.86	\$93.90	\$76.30
Captain/Medic	127	10,284.32	\$59.33	\$48.21	\$89.00	\$72.31
Senior Captain	127	10,284.32	\$59.33	\$48.21	\$89.00	\$72.31
Captain	120	9,717.47	\$56.06	\$45.55	\$84.09	\$68.33
FF/PM 4	112	9,069.64	\$52.32	\$42.51	\$78.49	\$63.77
FF 4	100	<b>8,097.89</b>	\$46.72	\$37.96	\$70.08	\$56.94
FF/PM 3	102	8,259.85	\$47.65	\$38.72	\$71.48	\$58.08
FF 3	90	7,288.10	\$42.05	\$34.16	\$63.07	\$51.24
FF/PM 2	97	7,854.95	\$45.32	\$36.82	\$67.98	\$55.23
FF 2	85	6,883.21	\$39.71	\$32.27	\$59.57	\$48.40
FF/PM 1	92	7,450.06	\$42.98	\$34.92	\$64.47	\$52.38
FF 1	80	6,478.31	\$37.37	\$30.37	\$56.06	\$45.55
FF 1 (pre-Acad)	70	5,669.00	\$32.71	\$26.57	\$49.06	\$39.86

Holiday Pay	2.50% of FF 4
IV Therapy Technician	2.00% of current salary
MERP	\$ 75.00
10 Hour rate: Base wage/2080	
24 hour rate: $365/3=121.67 \times 24 = 2920 - 360$ (15 kelly days) = 2560	
base wage/2560	

<i>Fire Position</i>
<i>EMS Postion</i>

Longevity	%
0-59 mo	0%
60-119 mo	2%
120-179 mo	3%
180-239 mo	4%
240+ mo	5%

**APPENDIX A.2**  
**PAY SCHEDULE AS OF JANUARY 1, 2022**

- A.3 Per Section 32.8.2, effective January 1, 2022, a fixed three percent (3%) salary increase shall be provided for all NCRFA Employees.

## APPENDIX A.2

### PAY SCHEDULE AS OF JANUARY 1, 2022

Rate Increase----->

3.00%

Position	%	Salary 2021	10 hr	24 hr	OT 10hr	OT 24 HR
Battalion Chief	134	11,176.71	\$64.48	\$52.39	\$96.72	\$78.59
Captain/Medic	127	10,592.85	\$61.11	\$49.65	\$91.67	\$74.48
Senior Captain	127	10,592.85	\$61.11	\$49.65	\$91.67	\$74.48
Captain	120	10,008.99	\$57.74	\$46.92	\$86.62	\$70.38
FF/PM 4	112	9,341.73	\$53.89	\$43.79	\$80.84	\$65.68
FF 4	100	<b>8,340.83</b>	\$48.12	\$39.10	\$72.18	\$58.65
FF/PM 3	102	8,507.64	\$49.08	\$39.88	\$73.62	\$59.82
FF 3	90	7,506.74	\$43.31	\$35.19	\$64.96	\$52.78
FF/PM 2	97	8,090.60	\$46.68	\$37.92	\$70.01	\$56.89
FF 2	85	7,089.70	\$40.90	\$33.23	\$61.35	\$49.85
FF/PM 1	92	7,673.56	\$44.27	\$35.97	\$66.41	\$53.95
FF 1	80	6,672.66	\$38.50	\$31.28	\$57.74	\$46.92
FF 1 (pre-Acad)	70	5,839.00	\$33.69	\$27.37	\$50.53	\$41.06

Holiday Pay	2.50% of FF 4
IV Therapy Technician	2.00% of current salary
MERP	\$ 75.00
10 Hour rate: Base wage/2080	
24 hour rate: $365/3=121.67 \times 24 = 2920 - 360$ (15 kelly days) = 2560	
base wage/2560	

Fire Position
EMS Position

Longevity	%
0-59 mo	0%
60-119 mo	2%
120-179 mo	3%
180-239 mo	4%
240+ mo	5%

**APPENDIX A.3**  
**PAY SCHEDULE AS OF JANUARY 1, 2023**

- A.3 Per Section 32.8.3, effective January 1, 2023, a fixed three percent (3.0%) salary increase shall be provided for all NCRFA Employees.
- A. If the total sick leave usage by twenty-four (24) hours shift personnel is above five thousand two hundred sixty-five (5,265) hours in 2022, the 2023 pay increase will be reduced to two and one-half percent (2.5%).
  - B. Any hours reimbursed to NCRFA by the short-term or long-term disability plan will be removed from the total usage hours; additionally, any hours used for an on-the-job injury, FMLA, WA Paid Family Medical Leave Act, or annual physical shall be removed from total hours used.
  - C. All bargaining unit sick leave hours used in 2022 shall be calculated quarterly and reviewed with representatives from the bargaining unit and NCRFA management.



**APPENDIX A.4**  
**PAY SCHEDULE AS OF JANUARY 1, 2024**

- A.4 Per Section 32.8.4, effective January 1, 2024, a fixed three percent (3.0%) salary increase shall be provided for all NCRFA Employees.
- A. If the total sick leave usage by twenty-four (24) hours shift personnel is above five thousand two hundred sixty-five (5,265) hours in 2023, the 2024 pay increase will be reduced to two and one-half percent (2.5%).
  - B. Any hours reimbursed to NCRFA by the short-term or long-term disability plan will be removed from the total usage hours; additionally, any hours used for an on-the-job injury, FMLA, WA Paid Family Medical Leave Act, or annual physical shall be removed from total hours used.
  - C. All bargaining unit sick leave hours used in 2023 shall be calculated quarterly and reviewed with representatives from the bargaining unit and NCRFA management.

## APPENDIX B - EDUCATIONAL INCENTIVE MATRIX

FIREFIGHTER				FIRE OFFICER			
LEVEL I (250 Hours)		LEVEL II (250 Hours)		LEVEL I (250 Hours)		LEVEL II (250 Hours)	
COURSE	HOURS	COURSE	HOURS	COURSE	HOURS	COURSE	HOURS
ICS 100	3	ICS 300	3	NWCG S330-STL*	24	NWCG S339	28
ICS 200	3	ICS 400	3	NWCG S215	24	NWCG S300	22
ICS 700	3	ICS 800	3	ICC INSPECTOR I**	32	NWCG S390	42
IFSAC INSTRUCTOR I	30	INCIDENT SAFETY OFFICER	16	ICC INSPECTOR II**	8	NWCG S404	30
IFSAC FIRE OFFICER I	40	IFSAC INSTRUCTOR II	24	ICC PLAN REVIEW**	32	DATA ANALYSIS	24
TRENCH	40	NFA HEALTH AND SAFETY OFFICER	16	FIRE INSPECTOR CERTIFICATION	50	CHDS EXECUTIVE LEADERSHIP PROGRAM**	128
CONFLICT MANAGEMENT	24	IFSAC FIRE OFFICER II	40	NAFI FIRE INVESTIGATOR**	40	NFA SAFETY PROGRAM OPERATIONS	40
ODAICS	24	RISK MANAGEMENT	32	NFA MANAGING COMPANY OFFICER**	192	NFA EXECUTIVE FIRE OFFICER**	320
CUSTOMER SERVICE	8	HAZMATIC	24	NFA EXECUTIVE FIRE OFFICER**	320	NFA - APPLICATIONS OF COMMUNITY RISK REDUCTION	40
NWCG S231*	16	NWCG S290	15	DATA ANALYSIS	24	NFA-FIRE & EMERGENCY SERVICES TRAINING PROGRAM MANAGEMENT	40
NWCG S190	6	CONFINED SPACE	40	CHDS EXECUTIVE LEADERSHIP PROGRAM**	128	NFA-TRAINING & PROFESSIONAL DEVELOPMENT FOR FIRE AND EMERGENCY SERVICES LEADERS	40
ODA-BUDGET AND FINANCE	8	IFSAC APPARATUS DRIVER OPERATOR I	40	G290 PUBLIC INFORMATION OFFICER	16	NFA-ANALYTICAL TOOLS FOR DECISION MAKING	40
BASIC GRAMMAR/COMP (EVCC ENG 097, 101 or higher, with approval of the Fire Chief - the class must pertain to the pursuit of a degree and only one course in this subject area is eligible for one set of hours, tuition and books.)	32	ODA-LEGAL ISSUES	8	R0673 NFA STATION BASED RISK REDUCTION	40	NFA-FIRE SERVICE FINANCIAL MANAGEMENT	56
RESCUE SYSTEMS I	40	ICC INSPECTOR I**	32	R0158 NFA EMS: QUALITY MANAGEMENT	40	NFA-MANAGING EMS	56
NWCG S219	20	ICC INSPECTOR II**	8	R0645 NFA LEADERSHIP IN SUPERVISION	40	NFA-DEMONSTRATING YOUR FIRE PREVENTION PROGRAM'S WORTH	40
RESCUE SYSTEMS II	40	IAAI FIRE INVESTIGATION TRACK A**	20	NFA APPLICATIONS OF LEADERSHIP AND THE CULTURE OF SAFETY	40		
PM TRAINING COMPLETION	100	IAAI FIRE INVESTIGATION TRACK B**	20				
		NFA MANAGING COMPANY OFFICER**	192				
		ODA-MEDIA & PUBLIC EDUCATION	8				
		ODA-TECHNICAL WRITING	8				
		ODA-TERRORISM RESPONSE	16				
		BLUE CARD INCIDENT COMMAND	56				

\*TASKBOOK COMPLETION REQUIRED

\*\*CERTIFICATION REQUIRED

\*\*\*OTHER CLASSES MAY BE APPROVED BY THE FIRE CHIEF

**APPENDIX C  
TABLE OF OFFENSES AND PENALTIES**

OFFENSE	EXPLANATION	PENALTIES		
		1st OFFENSE	2nd OFFENSE	3rd OFFENSE
1. Insubordination (Non-emergency)	Minor - Delay or failure to carry out assigned work or instruction in a reasonable period of time. Example: Failure to do an assigned task around the station.	Letter of Direction	Reprimand	Up to 24-hour Suspension
	Major - Refusal to obey legitimate orders or like behavior. Example: Refusal to obey a direct order or verbal abuse toward an officer.	Reprimand	Reprimand to 24-hour Suspension	Discharge
2. Insubordination (Emergency conditions)	Minor – Delay or failure to carry out assigned work or instructions.	Letter of Direction	Reprimand to 48-hour Suspension	Discharge
	Major - Refusal to obey legitimate orders. Example: Refusal to obey a direct order or verbal abuse toward an officer.	Reprimand to Suspension	48-hour Suspension	Discharge
3. False Statements (misrepresentation, deceit, concealment)	Minor – When there is evidence of misunderstanding and member has not attained personal gain and department relations are not adversely affected.	Letter of Direction	Reprimand up to 24-hour Suspension	Minimum 24-hour Suspension up to Demotion
	Major – Deliberate misrepresentation, fraud, falsification, or concealment. Example: Filing false payroll forms to gain unearned pay.	Reprimand to Suspension	Suspension	Discharge
4. Possession of Intoxicants or Illegal Drugs on Self or in a Fire Station While on Duty.	When evidence reveals that a person is keeping intoxicants or illegal drugs on self or in a fire station while on duty.	Reprimand to 24-hour Suspension	Reprimand to 48-hour Suspension	Suspension to Discharge
5. Use of Intoxicants or Illegal Drugs on Fire Department Property.	When evidence reveals that a person is under the influence of illegal drugs on fire department property while on duty.	Reprimand to 24-hour Suspension	Reprimand to 48-hour Suspension	Suspension to Discharge
6. Disorderly Conduct	Minor – Rude, boisterous play which adversely affects work, discipline, or morale; use of disrespectful, abusive, or offensive language; quarreling or inciting to quarrel; discourteous treatment of the public or an employee.	Letter of Direction	Reprimand	Maximum 24-hour Suspension
	Major – Fighting; threatening or inflicting bodily harm to another; physical resistance to authority, any violent act.	Reprimand 48-hour Suspension	48-hour Suspension	Discharge
7. Illegal Gambling	Promotion of, or participation in, illegal gambling while on duty.	Reprimand to 24-hour Suspension	48-hour Suspension up to Demotion	Discharge

8. Failure to Honor Valid Debts or Legal Obligations	Consider whether extenuating circumstances developed after the employee incurred the obligation, the employee's previous record or whether it adversely affects the reputation of the employee or reflects unfavorably on the department.	Reprimand	Reprimand	Reprimand to Suspension
9. Theft	Actual or attempted taking and carrying away of fire department property or the property of others.	Suspension	Suspension to Discharge	Discharge
10. Loss of, Damage to, Unauthorized Use of, and/or Destruction of Department Property, Records, or Information	Minor - When loss or damage is of small value and willfulness or intent is not involved.	Letter of Direction	Letter of Direction to Reprimand	Reprimand to Suspension
	Major - When willfulness or intent is involved.	Reprimand to 24-hour Suspension	Suspension	Discharge
11. Misconduct	Overt actions constituting breaches of legal or ethical behavior which adversely affects the reputation of the employee or reflects unfavorably on the department.	Reprimand	Reprimand to Suspension	Suspension to Discharge
12. Failure to Meet Standards in Appearance, Dress, or Personal Habits	Personal cleanliness, poor appearance, disagreeable habits, habitually soiled or poorly maintained clothing, equipment, or facilities.	Letter of Direction	Reprimand	24-hour Suspension
13. Violation of Safety Practices and Regulations. Failure to Use Provided Safety Equipment.	Minor - Failure to observe safety practices and regulations and/or endangering property, including vehicle operation.	Letter of Direction to Reprimand	Reprimand to 24-hour Suspension	24-hour Suspension up to Discharge
	Major - When failure to follow safety practices and regulations causes injury to persons or damage to vehicle.	Reprimand to Suspension	48-hours Suspension	Discharge
14. Failure to Carry Out Assignment or Meet Contractual Obligations	Minor - Deliberate delay or failure to carry out assigned work or instruction in a reasonable period of time.	Letter of Direction	Reprimand	Suspension
	Major - Refusal to obey legitimate orders. Failure to meet contractual obligations such as JATC requirements, EMT, shift trades.	Reprimand	48-hour Suspension	Discharge
15. False, Malicious, Irresponsible Statements Against Management, Officials, Supervisors, or Other Employees	Making false, malicious, unfounded or highly irresponsible statements or unauthorized disclosures against other employees, supervisors, or officials with the intent to destroy or damage the reputation, authority, or official standing of those concerned.	Reprimand	Reprimand to Suspension	48-hour Suspension

16. Unauthorized Absence	Unauthorized absence, leaving the job without proper coverage. Employees shall be considered late to work if at the beginning of the work period they are absent, and no prior contact has been made with the employee and no plan for coverage has been arranged.	Letter of Direction to Reprimand	Reprimand to Suspension	48-hour Suspension
17. Harassment	Refer to Policy #64 Discrimination, Harassment, and Sexual Harassment	Reprimand	Reprimand to Suspension	Suspension to Discharge