

Agreement

by and between

Island County Fire Protection District No. 1

Camano Island Fire and Rescue

and

International Association of Fire Fighters; Local 3438

Camano Island Fire Fighters Bargaining Unit



Effective: January 1, 2026 through December 31, 2028

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ARTICLE 1 – PREAMBLE

- 1.1 The Employer and the Union recognize the need to provide efficient 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 bargain in good faith, and both parties agree that this Agreement expresses the results of their negotiations.

ARTICLE 2 – RECOGNITION

- 2.1 The parties recognize that the term “Employer” shall be used herein and shall apply interchangeably with “Island County Fire Protection District No. 1,” (the “District”) and “Camano Island Fire and Rescue.” International Association of Fire Fighters – Local 3438 shall be referred to herein as the “Union.” The term “Employee” refers exclusively to those employees of the District identified in Article 2.2 and covered under the bargaining unit.
- 2.2 The Employer recognizes the Union as the sole and exclusive bargaining agent for all regular full-time uniformed Fire and Emergency Medical Service employees of Island County Fire Protection District No. 1, including the positions of Fire Fighter, Fire Fighter/Paramedic, Community Resource Paramedic, Lieutenant, Lieutenant Paramedic, Medical Services Officer, Captain, Captain Paramedic, Battalion Chief, and Administrative Officer (Captain or Lieutenant).
- 2.3 Upon establishment of any new classification, and when the Union and Employer cannot mutually agree if that position should be included within the bargaining unit, either party may request a unit clarification from the Washington State Public Employment Relations Commission (“PERC”).

ARTICLE 3 – UNION SECURITY

- 3.1 All employees who are, or who hereafter wish to become members in good standing in the Union on or after the effective date of this agreement, shall identify their membership in good standing in the Union by completing and submitting the Union’s “Opt-In” form.
- 3.2 Payroll Deduction: The Employer shall deduct from the pay of each union member covered by this Agreement, upon their written authorization, the dues and fees of the Union, and shall remit to said Union all such deductions monthly. The Union may request that other fees be collected by the Employer for distribution as requested by the Union. Collection and distribution of these additional fees is performed as a courtesy for the Union and is at the discretion of the Employer. The Union shall indemnify, defend, and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of any payment/withholding of dues and fees for the Union, provided Union action rather than Employer’s malfeasance was the cause of any such action.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.1 All management rights, powers, authority, and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested

exclusively in the Employer, unless otherwise addressed in this Agreement. It is expressly recognized that such rights, powers, authority, and function include, but are by no means whatsoever limited to the full and exclusive control, management, and operation of its business and its activities, business to be transacted, functions to be performed and methods pertaining thereto; the location of its offices, places of business and equipment to be utilized and the layout thereof; the right to establish or change schedules of work; establish evaluations and standards of performance which shall be uniform; the right to establish, change, combine or eliminate jobs, positions, job classifications and descriptions; the right to establish new or change existing procedures, make technological changes; the right to maintain order and efficiency; the right to continue to contract or subcontract any work as it has done in the past, provided that any new kind of contracting shall be subject to effects bargaining; the right to continue historical staffing practices; the right to designate the work and functions to be performed by the Employer and the places where it is to be performed; the determination of the number, size and location of its offices and other places of business, or any part thereof; the right to make and enforce safety and security rules and rules of conduct; the determination of the number of employees and the direction of the employees, including but by no means whatsoever limited to, hiring, selecting and training of new employees, the right to discipline and discharge employees for just cause; scheduling, assigning, laying off, recalling, promoting, retiring, demoting, and transferring its employees.

- 4.2 The Employer and the Union agree that the above statement of management rights is for illustrative purposes only and is not to be construed or interpreted so as to exclude those prerogatives not mentioned which are inherent to management, including those prerogatives granted by law. It is the intention of the Employer and the Union that the rights, powers, authority, and functions of management shall remain exclusively vested in the Employer except insofar as expressly and specifically surrendered or limited by the express provision of this Agreement. The management rights provision shall be liberally construed to effectuate its purpose of reserving to management a broad scope of authority; the provisions of this Agreement, which expressly and specifically surrender or limit management rights, shall be narrowly construed.
- 4.3 Nothing in this Article shall be construed to be a waiver by the Union of any of its rights to compel collective bargaining on matters of “wages, hours and conditions of employment” as set forth in Chapter 41.56 RCW and its subsections.

ARTICLE 5 – NON-DISCRIMINATION

- 5.1 No employee shall be discriminated against for engaging in Union activities or for refusing to do so. The Employer and the Union shall not unlawfully discriminate against any individual with respect to their hiring, compensation, terms or conditions of employment or membership in the Union because of such individual’s race, color, religion, sex, national origin, sexual orientation, veteran status, marital status, presence of any disability, age, or other legally protected class, nor shall they unlawfully limit, segregate or classify employees in any way to deprive any individual employee of their employment opportunities.

ARTICLE 6 – NO STRIKES OR LOCKOUTS

- 6.1 The Employer and the Union recognize that the public interest requires the efficient and uninterrupted performance of all Employer's services and, to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective.
- 6.2 During the term of this Agreement, the Union shall not cause or condone any work stoppage, strike, slowdown or other interference with Employer functions by employees under this Agreement, and should same occur, the Union shall take all steps to end such interference immediately. Employees who engage in any of the afore-referenced actions may be subject to disciplinary action up to and including discharge. The Employer shall not lock out any employee during the life of this Agreement.
- 6.3 Any claim by the Employer that the Union has violated this Article shall not be subject to the grievance procedure of this Agreement, and the Employer shall have the right to submit such claims to the courts.

ARTICLE 7 – SAVINGS CLAUSE

- 7.1 In the event that after the execution of this Agreement, legislation is enacted, regulations are adopted by administrative agencies or decisions are reached by any court of law that will either be in conflict with, or invalidate any provision of this Agreement or produce an economic impact on the District or Union not contemplated at the time of the negotiations, the parties agree to reopen negotiations on such issues to ensure compliance with such legislation, regulation or decision. The remainder of this Agreement shall be valid and remain in full force and effect.

ARTICLE 8 – MERGERS, ACQUISITIONS, ALLIANCES OR CONSOLIDATIONS

- 8.1 In the event the Employer elects to combine, consolidate, acquire, contract or relinquish any Fire or EMS services during the term of this Agreement, the Employer shall negotiate the effects of such action(s) with the Union pertaining to the wages, hours and working conditions of the members of the bargaining unit.

ARTICLE 9 – UNION BUSINESS AND BULLETIN BOARD

- 9.1 Monthly Union meetings and/or Executive Board meetings may be held with the consent of the Fire Chief in the District's fire stations without fees provided, however, consent shall not be unreasonably withheld.
 - 9.1.1 In the event that the Union chooses to hold a Union meeting outside of the boundaries of the District, on duty personnel will not be allowed to attend.
 - 9.1.2 On duty personnel will be allowed to attend any Union meeting held within the District provided those personnel are available for response and the District is able to staff a "cover" unit with volunteer and/or part-time personnel for the duration of the meeting.
- 9.2 One (1) member of the Union negotiating team shall be allowed time off (if on duty) with pay for negotiations provided both parties reach mutual agreement with regards to staffing and response issues.

- 9.3 Representatives of the International Association of Fire Fighters or the Washington State Council of Fire Fighters shall be allowed to visit the District, provided such visits do not interfere with the operations of the District.
- 9.4 The District shall provide space for bulletin boards at locations mutually agreed upon by the Union and the Employer.
- 9.5 Official Union representatives may be granted time off without compensation, to attend seminars, conventions, or conferences involving Union business, provided that the total scheduled time off for all such representatives shall not interfere with the operations of the District.
- 9.6 The Employer will allow the use of its copy machines, office equipment, and computers (including wireless access on Union laptops and printers) for Union business under the following conditions:
- 9.6.1 Employer purchased office supplies, such as paper, notebooks, and dividers shall not be used in conjunction with Union business.
- 9.6.2 The use of copier paper is allowed as long as the Union reimburses the Employer at the rate of \$0.05 per copy.
- 9.6.3 Employer computers may be used for Union business as long as any information generated or gathered is stored on a disk and removed from the computer.
- 9.7 Union laptops may be used for Union business while on duty so long as it does not interfere with normal District operations and is not done during daytime hours.

ARTICLE 10 – DISCIPLINE

- 10.1 Employees may be disciplined or discharged for just cause. Consistent with the concept of just cause, discipline should be applied progressively when appropriate, to provide the employee with notice of misconduct and an opportunity to improve. In determining the appropriate level of discipline, the nature of the violation, the employee's service record, prior performance, and history of discipline will be considered. The Employer retains the right to accelerate the disciplinary process or bypass steps when warranted by the severity of the conduct.
- 10.2 The parties shall endeavor to handle any concern at the lowest level of the chain of command.
- 10.3 Pre-Disciplinary Counseling: Counseling is a non-disciplinary tool used to clarify expectations, address concerns, and support employee development. Formal counseling involves a documented meeting between the employee and supervisor to review performance expectations, policies, or procedures. The counseling form is placed in the personnel file and may include employee comments. Counseling is not subject to the grievance procedure as it is not disciplinary in nature.
- 10.4 An employee shall have the right to a Union representative at all meetings with the Employer when the employee reasonably believes that discipline may result. If a Union

representative requested by an Employee is not immediately available to attend the meeting, the meeting shall be postponed until such time as a Union representative is available. Exceptions may be made in situations where the Employer reasonably believes immediate action is necessary due to the severity of the offense; however, the Employer shall make a reasonable attempt to contact the Union to advise them of the meeting prior to the meeting taking place.

10.5 The levels of discipline shall include:

10.3.1 Verbal Warning – The first level of formal discipline, issued for minor infractions. A written record of the warning shall be placed in the personnel file for six (6) months.

10.3.2 Written Warning – Issued for more serious or repeated infractions. A fact-finding process and a disciplinary hearing shall precede the issuance. Documentation remains in the file for twenty-four (24) months.

10.3.3 Suspension – Temporary unpaid removal from duty for significant misconduct or recurring violations. Documentation is permanent unless otherwise agreed by the parties.

10.3.4 Demotion – A reduction in rank for substantial performance or conduct issues. Documentation is permanent unless otherwise agreed.

10.3.5 Discharge – Termination of employment for severe or ongoing misconduct.

10.6 Fact-finding shall be conducted prior to the issuance of any Written Warning, Suspension, Demotion, or Discharge. Prior to imposition of the disciplinary action involving suspension, demotion or discharge, employees shall be notified of the factual basis for the disciplinary action and be afforded an opportunity to respond at a pre-disciplinary (Loudermill) hearing prior to the imposition of the proposed discipline.

10.7 Except in cases of verbal warning and upon request of the Union, the Union shall be provided a copy of any written warning and all relevant discoverable documents (per applicable law) the Employer has in its possession.

10.8 Timelines for discipline shall be as follows:

10.8.1 Fact-finding shall commence promptly upon awareness of the potential violation. Verbal Warnings may be issued immediately after fact-finding concludes; no hearing is required.

10.8.2 A disciplinary hearing for Written Warnings or higher shall ordinarily occur no sooner than ten (10), and except as may be extended herein, ordinarily no later than thirty-five (35) business days after the Employer becomes aware of the alleged violation. Disciplinary action shall ordinarily be issued within twenty-five (25) business days following the conclusion of the hearing.

10.8.3 These aspirational timelines may be extended by the District for reasons including complexity of the case, scheduling of representation, or legal review. The District will notify the Union of time extensions.

- 10.9 A Performance Improvement Plan (PIP) may be implemented following a Verbal or Written Warning when performance deficiencies persist. The PIP shall outline the areas for improvement, expectations, timelines, and support. The PIP shall remain in the personnel file for up to twenty-four (24) months unless otherwise extended.
- 10.10 Employees shall have the right to Union representation during any meeting or fact-finding process in which discipline may result. Reasonable efforts shall be made to maintain confidentiality throughout the process. Retaliation for participation in an investigation is strictly prohibited.

ARTICLE 11 – GRIEVANCE PROCEDURE

- 11.1 For the purposes of this Agreement, a “Grievance” shall be defined as those disputes involving the interpretation, application, or alleged violation of an express provision of this Agreement. The “Grievant” shall be defined as either the Employer or the Union, whoever is bringing the grievance. The “Respondent” shall be defined as the party, either the District or the Union, whoever allegedly caused the violation. The following procedures shall apply to the resolution of all Grievances, which are not otherwise resolved. Nothing in this Article shall preclude the Union or the Employer from acting on its own behalf as the aggrieved party.
- 11.1.1 Working days, as it applies to this Article, shall mean Monday through Friday, excluding the holidays listed in Article 17. Calendar days shall be used in its ordinary sense.
- 11.1.2 Should the Respondent fail to comply with the time limits herein, the Grievant may appeal immediately to the next step. Should the Grievant fail to comply with the time limits herein, the Grievance shall be considered abandoned and resolved with respect to that particular Grievance incident. Time limits described herein must be strictly adhered to and can only be extended upon mutual agreement, in writing, between the parties.
- 11.2 Informal Discussion: Both parties agree that all Grievances shall be handled as informally as possible. In the event that the Grievant is the employee, the employee shall present the Grievance orally to the immediate supervisor, or if the Grievance involves the immediate supervisor, then to the next level of the District chain of command. Upon request of the Grievant, the employee shall have the assistance of a Union Representative. In the event that the Grievant is the Employer, the Grievant shall present the Grievance orally to the Union President. In either case, the Grievance shall be presented orally within thirty (30) calendar days of the occurrence of the incident giving rise to the Grievance. The Respondent shall provide their response within five (5) calendar days following the informal discussion.
- 11.3 Step 1 - Formal Submission: Should the Grievance remain unresolved, after the informal discussion, the Union may submit the Grievance, in writing to the District Fire Chief or the Fire Chief’s designee. Formal submission shall be made within twenty-one (21) calendar days of the Respondent’s decision to the informal presentation of the Grievance, or if no response is received at the conclusion of the five (5) calendar day period provided for the informal discussion. The formal submission shall contain the specific section(s) of the Agreement allegedly violated, a brief explanation of the circumstances leading up to the Grievance, the names of any witness, any

evidence, and the proposed remedy. A written decision shall be rendered within fourteen (14) calendar days of formal submission to the Bargaining Unit Vice-President via email or in person.

- 11.4 Step 2: Should the Grievance be unsettled with a Step 1 decision, the Grievance shall be submitted to the Chairman of the Board of Commissioners or their designee, no later than fourteen (14) calendar days following the announcement of a decision from Step 1. The Board shall schedule a meeting within fourteen (14) calendar days to review the Grievance. The Grievance hearing conducted by the Board may be in "Executive Session." The aggrieved employee(s) may elect to attend said meeting at their option, shall have the right to be represented by the Union, and shall upon request of the employee be given an opportunity to present their case. The Board shall render its written decision within seven (7) calendar days of the meeting to the Bargaining Unit Vice-President via email or in person. The Board, by a majority vote, may sustain or deny the Grievance, or modify the requested remedy.
- 11.5 If the Grievance is not settled satisfactorily at Steps 1 or 2, either party may give written notice to the other within fourteen (14) calendar days of their intent to file for grievance mediation. The parties shall, within twenty-one (21) calendar days of the request to mediate, meet for the purpose of selecting a mediator. If within twenty-one (21) calendar 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.
- 11.6 If the grievance is not resolved within thirty (30) calendar days of the mediation, the grievant may, by written notification, move the grievance to arbitration. Upon the receipt of this written notice, the parties have thirty (30) calendar days to meet and mutually agree on an arbitrator.
- 11.6.1 Arbitration: The parties shall select a disinterested party to serve as arbitrator. In the event the Employer and the Union are unable to agree upon an arbitrator within the thirty (30) daytime limit in paragraph 11.5 above, the Employer and the Union shall request a list of eleven (11) Northwest arbitrators from the Federal Mediation and Conciliation Service (FMCS). The Employer and Union then shall select an arbitrator from said list. The parties shall rotate strikes until only one name remains, with the party striking first determined by lot. The fees and expenses of the agreed upon arbitrator shall be shared equally between the parties. All other expenses incurred by either party shall be the sole responsibility of the party incurring such expenses, including their attorney's fees. The arbitrator shall establish a date, time, and place for a hearing and shall provide reasonable notice thereof to the parties of the dispute. A hearing, which shall be closed to the public and informal, shall be held and each party shall have the opportunity to present evidence and make argument. The arbitrator shall, within thirty (30) calendar days following the conclusion of the hearing, make a written finding of fact and a written determination of the issues in dispute based on the evidence presented. A copy thereof shall be served on each of the parties in the dispute. The decision of the arbitrator shall be final and binding upon both parties.
- 11.7 The arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement. The Arbitrator's decision shall be based solely upon the record presented at the hearing.

- 11.8 Election of Remedies: Any Grievance or other dispute filed pursuant to the provisions of any other adjudicative procedure and not under this Agreement, shall constitute an election of remedies and a waiver of the subject employee's right to further pursue their Grievance, or the Union's right to require the Employer to arbitrate the Grievance under this Agreement.

ARTICLE 12 –HOURS OF WORK

- 12.1 Employees will be scheduled to work either a twenty-four hour shift, twelve-hour shift, ten-hour shift, or a daytime administrative position.
- 12.2 Employees assigned to a twenty-four hour shift shall use a twenty-four (24) day work period for the purpose of calculating the straight time number of hours worked. Such employees shall be scheduled to work seven (7) shifts in each twenty-four (24) day work period commencing January 5, 2014.
- 12.2.1 Employees who are classified to work a twenty-four (24) hour shift shall work the following schedule:
- 12.2.1.1 Employees will either be scheduled to work a three (3) platoon system identified as A, B, and C Shifts.
- 12.2.1.2 Each shift will be a standard twenty-four (24) hour shift beginning at 0800 hours and will run for twenty-four (24) consecutive hours.
- 12.2.1.3 The A, B, and C shifts will rotate on a 48/96 schedule that shall consist of a six (6) day cycle of forty-eight (48) hours on duty, followed by ninety-six (96) hours off duty. The cycle shall then start over.
- 12.2.1.4 Eligible employees shall schedule one Kelly Shift each twenty-four (24) day work period. These Kelly Shifts shall be scheduled by the employees concurrently with vacation selections and in the same manner as vacations.
- 12.2.2 All twenty-four (24) hour shift employees whose work shift coincides with the regularly scheduled weekly training shall participate in the scheduled training. The District Fire Chief may grant exceptions to this training attendance requirement when deemed necessary. Off duty, twenty-four (24) hour personnel are not required to attend the regularly scheduled training. Twenty-four (24) hour shift personnel, when not normally scheduled to work, and with permission of the District Fire Chief, may attend regularly scheduled training. Work hours accumulated as the result of attending regularly scheduled drills when not on the normal work shift may be compensated in accordance with the provisions of Article 15 of this Agreement.
- 12.3 Employees may be scheduled to work a ten (10) hour work shift. Such Employees shall use a seven (7) day work period for the purpose of calculating the straight time number of hours worked. Such Employees shall work a forty (40) hour workweek and shall normally work four (4) consecutive days followed by three (3) consecutive days off.

- 12.3.1 Ten (10) hour work shift employees who have been required to work beyond forty (40) hours within any seven (7) day workweek or outside the scheduled ten (10) hour shifts, shall be compensated in accordance with Article 15 of this Agreement.
- 12.4 Employees may be scheduled to work a twelve (12) hour work shift. Such Employees shall use a twenty-four (24) day work period for the purpose of calculating the straight time number of hours worked. Such Employees shall work four (4) consecutive days followed by four (4) consecutive days off for a total of one hundred and forty-four (144) hours in a work period.
- 12.5 The District Fire Chief may establish other shift arrangements or schedules for all or any employees when deemed necessary.
- 12.5.1 For the employees assigned to Administration (e.g. Administrative Captain, Community Resource Paramedic, etc.) the District and the Union agree to a regular schedule of a forty (40) hour work week. The actual hours worked may fluctuate depending on the needs of the Employer and the position (e.g. evening meetings, weekend events, etc.). With the approval of the Fire Chief, the employee may work a flex time schedule such that hours worked combine to equal the scheduled number of hours in a week. The employee shall receive overtime pay for each hour worked, over forty (40) hours per week.
- 12.6 Changes in an individual work schedule shall be provided to those employee(s) affected with a minimum of ten (10) calendar days' written notice and may be changed on shorter notice in the event of emergency conditions. The term "emergency condition" shall mean a reason other than avoiding the payment of overtime.
- 12.7 No employee shall be subject to work schedule changes more frequently than sixty (60) calendar days.
- 12.8 The shift schedule(s) shall be published by December 1st preceding the effective year.

ARTICLE 13 - SCHEDULED LEAVE THRESHOLD AND STAFFING LEVEL

- 13.1 The term "Scheduled Leave" includes any form of leave which is scheduled in advance (e.g., holiday leave, vacation leave, or Kelly Shift), but shall not include sick or other types of leave scheduled in advance. The term "Scheduled Leave Threshold" shall mean the maximum number of twenty-four (24) hour shift employees entitled to take Scheduled Leave for a given shift.
- 13.1.1 The Scheduled Leave Threshold shall be two (2) employees. The Scheduled Leave Threshold shall be three (3) employees on a limited number of days only when scheduled during the vacation selection process as specified in Article 18.3. The number of days each shift is awarded a Scheduled Leave Threshold of three (3) shall be determined by the District based on leave accrual available for the shift to bid and shall allow opportunity for each member to schedule their accrued leave. Scheduled leave shall not create overtime at the time it is requested.
- 13.2 The District will staff each twenty-four (24) hour period with at least seven (7) full-time bargaining unit employees, one (1) of whom will be a Captain, or Acting Captain and one (1) of

whom will be a paramedic. The District will staff at least one (1) Engine, one (1) Medic Unit, and two additional transport units each day. Minimum staffing on these units shall be as follows:

<u>Apparatus Type</u>	<u>Number of Employees</u>
Engine	3 (3 Full Time or 2 Full Time and 1 Part Time)
Medic Unit	2 Full Time
Each Aid Unit / additional Medic Unit	1 Full Time and 1 Part Time

13.2.1 Three (3) part-time employees may be utilized each day to augment unit staffing, but only when at least seven (7) bargaining unit employees are on duty as well.

13.2.2 If combined staffing is eight (8) or below, then shift(s) will be offered as overtime to career personnel to bring the combined staffing to nine (9). If no one accepts the overtime, the position(s) will be filled by mandatory overtime action.

13.2.3 The District will support the Union with 12 FTE Paramedic-Firefighters with 4 paramedics per shift. If the shift schedule for the 2026 and 2027 have 12 FTE paramedics, which includes Captain Paramedics at the time for bidding vacation, the union shall pick their days off to keep 2 paramedics on duty per day. Paramedics returning from paramedic school shall also count toward the 12 FTE paramedics.

13.2.4 For the 2028 shift calendar Captain Paramedics will no longer count toward the 12 FTE paramedic total or 4 paramedics per shift. For 2028 if 12 total Paramedics and 4 paramedics are assigned to each shift the union shall pick their days off to keep 2 paramedics on duty per day.

13.2.5 In the event the District drops below 12 FTE Paramedic-Firefighters at the time of vacation bidding, the Union is not obligated to pick their days off to keep 2 paramedic on per day.

13.3 The District will not shut down apparatus solely to avoid overtime obligations.

ARTICLE 14 – HEALTH AND WELFARE INSURANCE BENEFITS

14.1 General: Eligibility and continued employee and dependent participation in any group insurance, or other financially based benefit plan provided by the Employer shall be in accordance with the applicable Group Insurance Plan Document or Master Plan Agreement.

14.2 Employee Group Medical: The Employer shall provide such group medical insurance coverage for those employees to whom it applies, as mandated by Chapter 41.26 RCW, the Law Enforcement Officers and Firefighters' Retirement System Laws of 1969, as revised and/or amended.

14.3 Group Medical: The Employer shall pay one hundred percent (100%) of the premiums for eligible enrolled employees and their eligible dependents for coverage under the Northwest Fire Fighters Trust (NWFFT) Plan \$1,500.

14.3.1 The District agrees to pay the amounts defined below into each individual member's VEBA account.

Employee with no spouse or dependents: \$166.00 per month

Employee with spouse or dependents: \$333.00 per month

The District shall pay the monthly VEBA amount at the end of each calendar month. Employees who begin their employment with the District in any month other than January shall have their VEBA deposit amount prorated based on their start date. Employees who separate from employment during the course of the year shall have any unearned prorated amounts deducted from their final pay.

14.4 Group Dental: The Employer shall pay one hundred percent (100%) of the premiums for eligible enrolled employees and their eligible dependents for coverage under the Northwest Fire Fighters Trust (NWFFT) Plan 2 or Plan 7.

14.5 Group Vision: The Employer shall pay one hundred percent (100%) of the premiums for eligible enrolled employees and for their eligible dependents for coverage under the Northwest Fire Fighters Trust (NWFFT) Plan \$1,500.

14.6 Group Life and Accidental Death and Dismemberment Insurance (AD&D): The Employer shall pay one hundred percent (100%) of the premiums for eligible enrolled employees only for coverage under the Combined Insurance (Group Life) and Axis Insurance (AD&D) plan during the term of this Agreement.

14.7 Any changes required by the provider of insurance coverage that are beyond the control of the District shall be implemented. These include, but are not limited to, changes in required co-pays, deductibles, and plan administration procedures. The District shall give the Union notice of the proposed changes at least 60 days before the effective date, or as much time as is reasonably practicable, and an opportunity for input before the changes are finalized and to bargain any impact.

14.7.1 While the Medical/Dental benefits in effect on the date of this Agreement shall remain substantially the same throughout the term of the Agreement, the District may, at its discretion, change the insurance carrier and provide an alternative plan through another carrier. Any contemplated District requested modification(s) to the Medical or Dental benefits afforded under the exiting health care program(s) or a change in carriers shall first be discussed with the Union, and the impacts shall thereafter be bargained with the Union.

- 14.8 The District shall contribute \$75.00 per month on behalf of each bargaining unit member toward their individual Washington State Council of Fire Fighters Medical Expense Reimbursement Plan (MERP) account.
- 14.9 Under Washington's Paid Family & Medical Leave Law, Chapter 50A RCW, the Employment Security Department assesses a premium based on the amount of its employee's wages. The Employer will withhold premiums based on the rates set by ESD for each year, not to exceed maximum payroll deductions under Chapter 50A RCW. The Employer shall pay the employer's share of the premium to the extent required under Chapter 50A RCW.

ARTICLE 15 – CALLBACKS, OVERTIME AND COMPENSATORY TIME

- 15.1 Any time an employee is required or permitted to work outside of their regular schedule, as defined in Article 12 of this Agreement, that individual shall receive compensation at the rate of one and one-half (1½) times their base hourly rate plus applicable longevity percentage, subject to a thirty (30) minute minimum. Time shall be accumulated in half-hour increments for every half-hour or fraction thereof worked. For example: 1 to 30 minutes = 30 minutes, 31 to 60 minutes = 60 minutes etc.
- 15.2 Employees who work overtime hours can, at their discretion, exchange the overtime pay for compensatory time off ("Comp Time") in accordance with this Article.
- 15.2.1 Employees may accrue up to a maximum of one hundred and twenty (120) hours of Comp Time. Upon accumulating the maximum of one hundred and twenty (120) hours of Comp Time, employees shall be paid cash for any additional overtime.
- 15.2.2 Comp time shall be scheduled less than forty-five (45) days in advance and cannot create overtime for the District at time of request.
- 15.2.3 Comp time may not be used on any of the holidays listed in Article 17.
- 15.5.5 Comp time must be used in minimum blocks of four (4) hours, unless waived by mutual agreement of the Employer and the employee.
- 15.2.6 All accumulated Comp Time shall be paid upon termination of employment at the then current base hourly rate.
- 15.3 This Article 15 shall constitute the "Written Agreement" as required by the Fair Labor Standards Act when addressing compensatory time.
- 15.4 The Employer will implement callback procedures that will be used whenever a full paid position covered under this Agreement becomes temporarily vacant due to illness or injury, vacation(s), educational leaves, or other vacancies created by other temporary leaves. When initiating a call back, the Employer will follow District -Policies 1020 Emergency Recall, 1022 Overtime, and 1023 Filling Overtime Positions of the Fire District Policies and Procedures Manual.
- 15.4.1 The Employer shall maintain a sequential record of participation history when overtime is

requested or assigned.

15.4.2 The Employer shall maintain an accounting of all activities associated with callback procedures.

15.4.3 The Employer may initiate Emergency Callbacks during emergency situations where additional staffing is necessary from off duty personnel. Employees responding to these Emergency Callbacks will be guaranteed a minimum of 2-hours work but may leave prior to the 2-hour time at their discretion. Employees will only receive overtime pay for the time they were present.

15.5 Absent orders from, or permission of the Chief (or his/her designee), employees will not work more than ninety-six (96) consecutive hours and permission from the Fire Chief or his designee is required to work more than seventy-two (72) consecutive hours.

15.6 Overtime work will be offered according to the agreed system of rotation. Should insufficient employees accept an offer of overtime, the subsequent call for overtime will be identified as "mandatory overtime" and employees shall be required to work the required overtime.

ARTICLE 16 – SHIFT VACANCIES

16.1 A shift vacancy may occur as a result of incidents such as death, resignation, removal, reassignment, transfer, promotion, permanent disability, addition of new shift positions or a modification in staffing patterns. The term "shift vacancy," as used herein, shall mean a vacancy on a shift, not a station, apparatus or duty assignment.

16.2 Shift vacancies shall be posted for bid.

16.3 Posting of shift vacancies shall be in each fire station for a period of thirty (30) calendar days. Vacancies may be closed before the end of the thirty (30) day period if written notice is received from all eligible members.

16.4 Qualified employees shall have the first opportunity to apply for and be considered when openings within the department's bargaining unit occur. When awarding a position to an applicant, both applicable testing and length of service shall be considered. When testing does not occur and when two equally qualified candidates apply, overall seniority shall be the deciding factor.

16.4.1 Once the shift vacancy is filled, the employee filling the vacancy shall have the first right to any newly available vacation or Kelly days created by the vacancy. Vacation and Kelly days should be scheduled prior to the change in work schedule.

16.5 All "Lateral Entry" employees shall have up to five (5) years of experience granted to them by the Fire Chief for the purposes of wages and vacation accrual for prior, full time paid fire fighter experience. Up to an additional five (5) years of experience may be granted at the discretion of the Fire Chief.

16.5.1 The seniority for Lateral Entry employees will be based on the new employee's most recent hire date with the employer, except as provided by law.

16.6 All candidates must pass all testing and other requirements uniformly established by the Employer for the position available and as listed in Policy 605.

ARTICLE 17 – HOLIDAYS

17.1 All employees covered under this Agreement shall be eligible to receive the holiday benefits identified in this article immediately following their date of hire.

17.2 The parties agree to recognize eleven (11) designated holidays each year:

Holiday	Date Observed
New Year's Day	January 1 st
Martin Luther King Day	3 rd Monday of January
President's Day	3 rd Monday of February
Memorial Day	Last Monday of May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veterans' Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	Friday following Thanksgiving
Christmas Day	December 25 th

17.3 Ten (10) Hour Shift Employees and Administrative Positions: In addition to the holidays identified in paragraph 17.2 above, Employees who have completed one (1) year of service will also receive an additional Ten (10) hours of leave granted to their vacation bank at the start of each year.

17.3.1 In the event a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. In the event the holiday falls on a Sunday, the following Monday shall be observed.

17.3.2 Qualified employees under Article 12; section 12.3 who are required to work on an observed holiday shall be compensated at their appropriate overtime rate for the hours worked in addition to their regular monthly pay.

17.4 Twenty-Four (24) Hour Shift Employees: Holiday hours are included in the Employee's vacation accrual listed in Article 18. Employees scheduled to work holidays will be compensated at their regular straight time hourly rate.

ARTICLE 18 – VACATION LEAVE

18.1 All full-time employees shall earn vacation allowances and shall be eligible for paid vacation time. Vacation hours are accrued on a monthly basis starting with the first month of employment. Increases in monthly hours accrued are based on the number of years employed and occur on the anniversary of the employee's start date. Employees starting work partway through a calendar year accrue prorated vacation hours based on their monthly accrual in their first as well as subsequent years.

18.1.1 24 Hour Employees: Employees in their first year shall accrue 18 hours per month for a total of 216 hours. Employees in their second, third, or fourth years accrue 24 hours per month for a total of 288 hours. Employees in their fifth through ninth year accrue 26 hours per month for a total of 312 hours. Employees in their tenth through fourteenth year accrue 30 hours per month for a total of 360 hours. Employees in their fifteenth through nineteenth year accrue 32 hours per month for a total of 384 hours. Employees in their twentieth year and beyond accrue 36 hours per month for a total of 432 hours.

18.1.2 12 Hour Employees: Employees in their first year shall accrue 9 hours per month for a total of 108 hours. Employees in their second, third, or fourth years accrue 11.33 hours per month for a total of 136 hours. Employees in their fifth through ninth year accrue 13 hours per month for a total of 156 hours. Employees in their tenth through fourteenth year accrue 16 hours per month for a total of 192 hours. Employees in their fifteenth through nineteenth year accrue 18 hours per month for a total of 216 hours. Employees in their twentieth year and beyond accrue 21 hours per month for a total of 252 hours.

18.1.3 10 Hour Employees and Administrative Positions: Employees in their first year shall accrue 8.5 hours per month for a total of 102 hours. Employees in their second, third, or fourth years accrue 11.75 hours per month for a total of 141 hours. Employees in their fifth through ninth year accrue 14.25 hours per month for a total of 171 hours. Employees in their tenth through fourteenth year accrue 17.5 hours per month for a total of 210 hours. Employees in their fifteenth through nineteenth year accrue 19.25 hours per month for a total of 231 hours. Employees in their twentieth year and beyond accrue 22.5 hours per month for a total of 270 hours.

	24 Hour Employees		12 Hour Employees		10 Hour Employees	
Years of Service	Hours Per Month	Hours Per Year	Hours Per Month	Hours Per Year	Hours Per Month	Hours Per Year
1	18	216	9	108	8.5	102
2-4	24	288	11.33	136	11.75	141
5-9	26	312	13	156	14.25	171
10-14	30	360	16	192	17.5	210
15-19	32	384	18	216	19.25	231
20+	36	432	21	252	22.5	270

18.2 If an employee is hired on any date other than January 1st, the Employee will accrue a pro rata

portion of the hours set forth in the above table for purposes of bidding annual vacation leave for the following year. The Employer may grant permission to an employee to carry over all or a portion of the earned vacation beyond the following year.

- 18.2.1 Partial days that may be accrued due to mid-year hire dates may be used in 24-hour blocks, carried over into subsequent years until 24-hour blocks of time are accumulated, or cashed out at the end of the calendar year in which they are accrued.
- 18.2.2 Employees starting on any other day other than the first of the month shall receive the full vacation accrual for that month.
- 18.3 Requests for vacation must be submitted to the Employer through the Employer's scheduling system by January 1st of the year in which the vacation is to be taken.
 - 18.3.1 During the vacation selection process, employees shall schedule, 100% of their accrued vacation as of December 31st of each year. After the vacation calendar has been approved, any vacation requests will be granted on a first-come / first-serve basis; seniority rules will not apply. It is the intent of this contract that all available vacation be used in the year it is intended, however, vacation may be carried over to the following year with the Fire Chief's approval.
 - 18.3.2 All vacation schedules will be approved by the District Fire Chief.
 - 18.3.3 Vacation and Kelly Day requests will be selected using a procedure selected and managed by the Union. The selection process is therefore not the responsibility of the District and is not eligible for a grievance if an employee feels their process was not followed.
 - 18.3.4 Each employee assigned to 24 hour shift schedule shall have one (1) Kelly day in each of the assigned FLSA periods.
 - 18.3.5 The Union Vice President will submit in writing each year to the District confirmation that the Vacation and Kelly Day bid process was completed. Submission to the District will be no later than December 31 of the preceding calendar year.
- 18.4 Any request to change an approved vacation schedule must be submitted to the District.
- 18.5 Should an employee's vacation fall on a day when the Training Division has scheduled mandatory training, the employee shall be allowed to change their vacation schedule to accommodate the scheduled training.
- 18.6 In the event that an employee's work schedule or shift is changed either by the Employer or the employee's request, he or she will be allowed to re-bid his or her vacation shift and other scheduled leave days for the year. The re-bid vacation and scheduled leave days may fall on any day where the Scheduled Leave Threshold has not been met.

- 18.7 Vacation leaves shall be limited to no more than twenty-eight (28) consecutive days. Under special circumstances and with the approval of the District Fire Chief, an employee may request, and may be granted, a vacation period that exceeds the twenty-eight (28) consecutive day limitation. Such requests should be submitted to the District Fire Chief in writing prior to the approval of the annual vacation schedule. The District Fire Chief's response to the request will be provided to the employee in writing.
- 18.8 The Employer and employee agree that vacation time is important for the health and well-being of the employee, and that it should be used annually. If an employee has unused vacation time at the end of the year, the Employer may "buy back" up to 96 hours of any unused vacation with the concurrence of the effected employee and the Employer. Buyback hours will be compensated at the employee's current base hourly rate.
- 18.8.1 Requests for vacation buy back must be submitted to the Fire Chief in writing by September 1st of each year.
- 18.8.2 Any approved requests shall be made on the basis of seniority.
- 18.8.3 Any approved requests shall be paid to the employee by December 1st of that year.
- 18.8.4 Employees attending Initial Paramedic Training as specified in Article 44 will receive a "buy back" of 50% of their accrued vacation time that they would use during the year they are at Paramedic Training. The buyback will occur in June of the year they are attending Paramedic training. All remaining accrued vacation time will be used by the end of the calendar year in which they complete their training. A portion may be used in the year following their paramedic training if no scheduled leave days are available.
- 18.9 Anniversary dates will be adjusted to the first calendar day of the first month of full employment rather than the date of hire.

ARTICLE 19 – SICK LEAVE

- 19.1 All employees shall accrue sick leave at the following rate commencing on January 1, 2017:

Employee	Annual Accrual (hours)	Maximum Accrual (hours)
24 hour	192	1,440
12 hour	192	1,440
10 hour	192	1,440

- 19.2 Sick leave may be used according to District policy as follows:

19.2.1 Physical injury or illness to the employee.

19.2.2 The need to care for the employee's spouse or dependent children under the age of eighteen (18) who are ill.

- 19.2.3 Exposure to a contagious disease where on the job presence of the employee would jeopardize the health of others.
- 19.2.4 Use of a prescription drug that impairs job performance or safety.
- 19.2.5 Medical or dental appointments for the employee, spouse or dependent children, provided that the employee must make a reasonable effort to schedule such appointments at times which have the least interference with the workday.
- 19.2.6 Sick leave can also be used to “top up” workers compensation.
- 19.2.7 Up to 264 hours of sick leave can be used when the employee is on leave under the Family Medical Leave Act (FMLA) and/or Paid Family Leave Act (PFML) for purposes of bonding with a child coming into their home through birth, adoption, or foster placement.
- 19.2.8 Any other purpose as authorized by RCW 49.46.210(1)(b).
- 19.3 The Employer shall be responsible for finding coverage for ill or incapacitated employees.
- 19.4 The Employer shall refer to Article 15 for this agreement and use the procedures outlined in District Policies - 1020 Emergency Recall, 1022 Overtime, and 1023 Filling Overtime Positions when finding coverage for ill or incapacitated employees.
- 19.5 Employees may accrue maximum sick leave according to the above table set forth in Article 19.1 above.
- 19.6 Upon retirement employees shall receive a one-time buy back of thirty percent (30%) of the accrued and unused sick leave at the base hourly rate based upon the then current pay rate. The one-time payment shall be directed to the employee’s deferred compensation account or paid as wages no later than thirty (30) days after the employee’s final day of employment.
- 19.7 Employees starting on any other day other than the first of the month shall receive the full sick leave accrual for that month.

ARTICLE 20 – SHARED LEAVES

- 20.1 Donations Allowed. Employees may voluntarily donate leave time (sick or vacation) to another employee only as provided in this Article 20.
- 20.2 Eligibility to Receive Donations. Except for employees who are in their first six months of employment who are not required to meet the following criteria, the employee (“Eligible Donee”) must meet the following criteria:
- 20.2.1 The employees have used or are scheduled to use all of their accrued sick leave; and
- 20.2.2 The employee is eligible and applied for leave under Labor and Industries, FMLA and/or

PFML.

20.3 Donation Limitations.

20.3.1 An employee may donate a maximum of three hundred sixty (360) hours of leave in a calendar year.

20.3.2 Any one employee shall not receive more than 360 hours from any one employee per year.

20.4 Procedure. The following procedure will be followed for leave donations:

20.4.1 An Eligible Donee must request leave donations.

20.4.2 The Fire Chief must approve or deny the request for leave donation. If the request is approved, then the following steps will apply.

20.4.3 Employees who wish to donate leave ("Leave Donors") will submit a completed leave donation form to Human Resources department at least 15 days before payroll is processed. Leave Donors must indicate how many hours of leave they are willing to donate and shall indicate how those hours are to be allocated between their sick leave and vacation leave banks.

ARTICLE 21 – MILITARY LEAVE

21.1 Employees enlisting or entering the military or naval service of the United States, 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 fifteen (15) days of paid military leave according to State Law.

ARTICLE 22 – COURT APPEARANCES

22.1 The Employer agrees to pay employees for the period of time, including driving time from Camano Island or home, whichever is less, for which they are required to appear before a court, judge, justice, magistrate, attorney, 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 those hours. This section shall not apply if the employee has a financial interest in the matter.

ARTICLE 23 – JURY DUTY

23.1 The District shall grant paid leave to employees 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 the District. 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 24 – BEREAVEMENT LEAVE

- 24.1 An employee shall be allowed forty-eight (48) hours off with pay in the event of death in his/her immediate family which shall be limited to a spouse, child, spouse's child, brother, sister, grandmother, grandfather, grandchildren or parent, foster parent, stepmother, stepfather, cousin, aunt, or uncle of either the employee or spouse.
- 24.2 Should the employee be required to travel more than five hundred (500) miles from their home to attend the funeral services, an additional twenty-four (24) hours of bereavement leave shall be granted. This provision only applies to those employees who work a twenty-four (24) hour shift.
- 24.3 Employees may use other types of paid leave for additional time off for bereavement.

ARTICLE 25 – EDUCATIONAL BENEFITS

- 25.1 The District encourages its employees to participate in job related college degree programs. Participation in such degree programs and reimbursement must be approved by the District Fire Chief in advance and employees shall take these courses on their own time.
 - 25.1.1 Upon satisfactory completion of each class, in an Employer approved field of study, the Employer shall reimburse the employee the cost of tuition and books, and other directly related educational costs associated with these classes.
 - 25.1.2 Employees are also entitled to reimbursement for up to fifteen (15) credits as general degree requirements or electives during the course of their career.
 - 25.1.3 For the purposes of this Article, satisfactory 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 employee must provide written documentation of both their expenses and their grades in order to receive reimbursement from the Employer.
- 25.2 Employer approved fields of study shall be courses in the following areas: Fire Command Administration; Fire Science; Fire Science Administration; or Public Administration. With prior approval of the Employer, other job-related degrees may be approved.
- 25.3 Course materials purchased by the District shall remain the property of the District.
- 25.4 In addition to wage rates established by this Agreement, the Employer shall pay the following amounts for successful completion of credit hours and degrees from an accredited educational institution:
 - 25.4.1 1% per month of base wage for an Associates Degree
 - 25.4.2 2% per month of base wage for a Bachelors Degree
 - 25.4.3 Educational incentives do not aggregate, and employees receive only one of the incentives with a max of 2% per month.

ARTICLE 26 – PERSONAL LEAVES OF ABSENCES

- 26.1 A leave of absence, without pay or benefits, may be granted to an employee for a period of three (3) months in any year. Periods in excess of three (3) months may be granted on a case-by-case basis depending on individual circumstances. Such requests shall be submitted in writing, at least thirty (30) days in advance of the projected leave, when possible, and shall be approved or denied at the sole discretion of the Employer.

ARTICLE 27 – SENIORITY

- 27.1 An employee's seniority shall be established from the date that the employee was hired with the District as a full-time compensated employee in the bargaining unit, or was promoted to the rank or classification within the bargaining unit.
- 27.1.1 Seniority in Department: The length of continuous service as a full-time compensated employee of the District.
- 27.1.2 Seniority in Classification: The length of continuous service spent in a line position with the District, which may include supervisory or specialized positions (i.e., Captain, Lieutenant, Paramedic, etc.)
- 27.2 Probation Period: New employees shall be subject to a one (1) year probation period. During this period, such employee shall be evaluated on a monthly basis, or as needed, as determined by the Fire Chief or designee, from the employee's anniversary date for the first year of employment by the Employer and may be terminated at the sole discretion of the Employer. Evaluations will occur annually after the first year of employment on the employee's anniversary date.
- 27.2.1 An employee's probationary period may be extended by the District in order to meet the necessary requirements. Any extension of probation shall have a specific date when the extension will end, not to exceed six (6) months. In the event a probation is extended, a Performance Improvement Plan shall be created to assist the employee in identifying gaps in performance and clarifying expectations. An employee who does not meet the requirements of the Performance Improvement Plan shall be terminated.
- 27.3 Employees with the same date of hire shall be assigned a seniority order, based on the individual's total score from the entire testing process of the employer. The higher the total score, the higher the seniority ranking. All testing documents shall be placed in the employee's personnel file.
- 27.4 During the period that any employee is on an authorized leave of absence or laid off from a bargaining unit position for less than one (1) year, seniority shall accrue. If an employee is laid off from a bargaining unit position beyond one (1) year, seniority shall not accrue.
- 27.5 A seniority list shall be maintained by the Employer and shall be brought up-to-date prior to January 31st of each year. This list shall be forwarded to the Bargaining Unit Vice-President. The list shall show date of hire and date promoted, so as to indicate both the Seniority in

Department and Classification. Disputes to the seniority list shall be subject to the Grievance procedure.

- 27.6 Seniority shall be lost upon termination from the Employer or a lay off in excess of five (5) years.

ARTICLE 28 – PERSONNEL REDUCTION

- 28.1 In the event it becomes necessary, reductions in force shall be determined by the Employer by classification.
- 28.2 A layoff shall be conducted by seniority within classification; the employee with the least time in a classification shall be laid off first.
- 28.3 A laid off employee may bump the least senior employee in a lower paid classification within the bargaining unit provided the senior employee has the skills and abilities required of the classification.
- 28.4 Except for an emergency, affected employees, the Union and all employees subject to possible bumping shall be notified no less than ninety (90) calendar days in advance of any personnel reduction. The employee shall notify the Chief or the Chief's designee in writing within five (5) working days of the employee's intent to exercise the right to bump an employee in a lower class.
- 28.5 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 three (3) years of the date of layoff. If the employee is able to maintain their certifications and qualifications during the three (3) years their recall period may be extended to five (5) years of the date of layoff. During this period, the laid off employee will be allowed to attend continuing education on a voluntary basis in order to maintain required certifications. Recall shall be in reverse order of layoff. Employees must be able to meet the employer's physical and retraining requirements as stated in Camano Island Fire and Rescue Policy 635 Return from Leave Training Requirements. If the employee has been laid off for more than eighteen (18) months they shall complete a Candidate Physical Ability Test (CPAT) paid for by the District.
- 28.6 Laid off employees shall maintain a current address with the Employer for purposes of recall notification. Failure of receipt of notification due to failure to maintain a current address with the Employer shall release the Employer from its obligation to recall the employee. Such failure shall be evidenced by failure to respond to the letter of notice, to be sent by certified mail, return receipt requested, within ten (10) working days of first notice by the post office.
- 28.7 An employee who resigns, retires, is dismissed, or laid off is eligible and shall be compensated for all their accumulated overtime, compensatory, and vacation time at their current rate of pay.

ARTICLE 29 – LEGAL PROTECTION

- 29.1 The Employer agrees to compensate an employee in respect of any claim made against such employee resulting from the performance of such employee's duty, except where it is established

that such action arose out of a willful and wanton dereliction of duty by the employee. In the event that such proceedings result in any judgment or monetary award against the employee, the Employer will compensate such employee in respect of payment made pursuant to such judgment or monetary award, and such compensation shall include the assumption of the costs of any legal proceedings incurred by any employee resulting from the performance of such duties.

- 29.2 In the event that the employer shall provide such protection to the employee by the purchase of a policy or liability insurance, it is agreed that compensation shall be restricted to the liability provided by such policy of insurance. The Union shall be advised annually of the amount of liability insurance so provided by the policy.

ARTICLE 30 – PREVAILING RIGHTS

- 30.1 The Union and District acknowledge the applicability of the District's published Policies and Procedures as contained in Employee handbooks or policy/procedure books/manuals. Where this Agreement provides for conditions superior to what is contained in Department documents, this Agreement shall apply. The manual in effect on the date this Agreement is executed shall apply.

ARTICLE 31 – REPRESENTATION

- 31.1 Except for meetings involving solely management representatives, the Union may have a member present at the regularly scheduled staff and commissioners' meetings, excluding executive sessions which are not part of this Agreement's Grievance procedure.

ARTICLE 32 – LIGHT DUTY / DISABILITY

- 32.1 An employee who is injured and is subsequently unable to perform his or her normal duties may be assigned to light duty upon examination of the employee's own physician. The District reserves the right, at its own expense, to have the employee examined by an Employer appointed physician. A person's wage while on light duty shall remain unchanged.
- 32.2 Light duty may be considered if there is actual work available and suitable for the injured employee. Assigned light duty positions shall not affect the minimum staffing requirements of the Department, as determined by the Fire Chief or designee. The employee may be assigned non-combat duty in such areas as: fire prevention, training, or as determined by the Fire Chief or designee. If assigned light duty work shall be performed on a four (4) day, ten (10) hours per day schedule, during normal administrative hours. Up to one (1) hour per day may be used for therapy and/or a Doctor's appointment. Other work schedules may be arranged by mutual agreement between the employee and the Fire Chief or designee.
- 32.3 In the case of a line of duty injury and subject to a medical release, an employee may be granted light duty for the duration of the disability or, through the use of sick leave or other accrued paid leave time, shall be able to "make up" the difference between the amount received from Labor and Industries Insurance time loss payment and their regular straight time pay. Should an employee exhaust their accrued paid leave time and remain unable to return to their position, the Employee may draw upon donations of sick leave from other employees until the earlier of: (i) the on-the-job disability ceases or (ii) it is established that the employee will not be returning to

fire fighting for the Employer.

32.3.1 The Employer's obligation to provide the disability leave supplement as defined in RCW 41.04.505 shall be for a maximum of six (6) months from the date of the injury or illness; provided, however, that Employer may offer light duty work for some or all of this period pursuant to RCW 41.04.520.

32.3.2 If a physician does determine that the employee will not be able to return to full active status, the employee may be laid off or be retained by the District to perform in an administrative or maintenance position within the District.

32.3.3 Should the employee return to duty having exhausted their sick 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 this agreement. No Employee shall be eligible for these eighty (80) hours of special sick leave more than once in a twelve (12) month period.

32.4 Should an employee be injured off the job, the District may offer light duty work to the employee. The position of light duty normally will not exceed a period of four (4) consecutive weeks but may be extended, at the discretion of the Fire Chief or designee, in thirty (30) day increments.

32.4.1 Should an employee be injured or become ill off the job, and exhaust their accrued leave, they will be eligible to receive donations of sick leave from other employees on a voluntary basis. However, if a physician does determine that the employee will not be able to return to full active status within a reasonable time, the employee may be laid off or be retained by the District to perform in an administrative or maintenance position within the District.

32.5 Any employee who has been injured or become ill off the job may choose to use their personal Short-Term Disability (STD) benefit. Employees have the option of:

32.5.1 Any employee covered by the WSCFF Short Term Disability Program shall use 100% sick or vacation leave and must return to the Employer any funds received from the WSCFF Short Term Disability Program for the purpose of buying back up to 60% of their sick leave hours.

32.5.2 Each employee eligible for this buy-back of sick leave shall return their disability payment to the Employer, with no choice or individual elections to do so from the Employee.

32.5.3 Any accruals of sick leave, vacation leave, deferred compensation, and retirement service credits will be prorated according to DRS rules.

ARTICLE 33 – PROMOTIONS

33.1 Promotional testing shall be in accordance with the Camano Island Fire and Rescue promotional

testing guidelines and procedures set forth in District Policy 605 Job Prerequisites, Position Testing and promotions and District Policy 1004 Promotions and Transfer.

- 33.2 Announcements for promotional examinations shall be posted in each Fire Station at least ninety (90) calendar days prior to scheduled test date. Promotional testing for Battalion Chief, and Captain will occur in March of odd numbered years. Additional testing dates are at the discretion of the Fire Chief.
- 33.3 A bibliography of text and reference material that could be used for study purposes relating to the written examination shall be available to the candidates ninety (90) calendar days prior to the examination date.
- 33.4 The period of eligibility for the promotional list shall be for two (2) years.
- 33.5 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 an evaluation just prior to the 3rd, 6th, 9th, and 12th month of probation.
 - 33.5.1 Should an employee fail to complete their twelve (12) month probation, they shall return back to their previously held position.
- 33.6 A minimum of two (2) years of continuous service as a regular full-time uniformed employee of Camano Island Fire and Rescue is required to test for any bargaining unit promotion.
 - 33.6.1 A minimum of two (2) years of continuous service as a regular full-time uniformed firefighter with Camano Island Fire and Rescue is required to be eligible to accept a promotion to the rank of Captain.
 - 33.6.2 A minimum of four (4) years of continuous service as a full-time firefighter with at least four (4) years as a Company Officer (Captain or Lieutenant) with Camano Island Fire and Rescue is required to be eligible for any promotion to the rank of Battalion Chief.
 - 33.6.3 Should there be no candidate that meets the minimum service requirement at the time of promotion, or should no candidate accept or apply for the promotion, the District may waive the minimum service requirement and/or recruit from any source.
 - 33.6.4 Upon completion of their probationary period, lateral entry firefighters may test for and be promoted to officer positions provided they have completed the years of service requirements above in a full-time position with another IAFF represented fire department.

ARTICLE 34 – CERTIFICATIONS AND TRAINING

- 34.1 This Article refers to all certification and continued education, required by the Employer, to maintain all levels required training/certifications. The Employer shall provide adequate training for all duties that employees are required to perform.

- 34.2 Required training shall be paid time. Required training shall be determined at the discretion of the Employer.
- 34.2.1 Required training shall be approved by the District Training Officer or designee through the District Training Request Form prior to the employee participating in training.
- 34.2.2 The District agrees to pay the cost(s) of the required training, including transportation, books, tuition, and instructor fees. If the required training is located more than sixty (60) miles from the District, the District agrees to pay for lodging.
- 34.3 Outside training shall be compensated in accordance with Policy 644
- 34.4 Employees having difficulty with certifying or recertifying in an employer required certification course shall be given counseling, additional on-duty study time, and any reasonable support needed by the employee to re-certify and maintain certification. The employee may also be reassigned to another position or classification that does not require the certification at the district's discretion until they have recertified.
- 34.5 With the exception of initial paramedic training, employees who fail to certify or re-certify after the procedure in 34.4, shall retake the course and examination as soon as the same course is offered again, on their own time with all costs for the course being paid for by the employee, including transportation, books, tuition, instructor, and test fees, and lodging. The Employee may be placed on Administrative Leave without pay until they can recertify and return to work or reassigned to another position or classification that does not require the certification at the district's discretion until they have recertified.
- 34.6 Any employee failing to certify in an Employer required certification after completing the above procedure may be terminated.

ARTICLE 35 – UNIFORM AND CLOTHING

- 35.1 The Employer shall provide each employee covered by this Agreement uniform attire in a style and color that has been approved by the Employer. The Employer shall provide the following:
- 35.1.1 Duty uniform, which shall include:
- 35.1.1.1 Sufficient number of work uniforms;
 - 35.1.1.2 Seven (7) t-shirts;
 - 35.1.1.3 One (1) pair of uniform work boots;
 - 35.1.1.4 One uniform jacket with winter weight liner;
 - 35.1.1.5 One "job shirt;"
 - 35.1.1.6 One belt; and,
 - 35.1.1.7 One shirt badge of appropriate rank.
- 35.1.2 Physical Training:
- 35.1.2.1 Members attending Recruit Academy will receive the Recruit Academy

Physical training equipment required by the academy.

- 35.1.3 Class A Uniform (provided after successful completion of probationary period):
- 35.1.3.1 One Class A coat with appropriate service markings and patches;
 - 35.1.3.2 One pair of Class A style black pants’;
 - 35.1.3.3 One white dress shirt
 - 35.1.3.4 One Class A hat with appropriate badge
 - 35.1.3.5 One dress belt
 - 35.1.3.6 One black tie
 - 35.1.3.7 One pair black dress shoes
- 35.2 The Employer shall provide a cleaning, drying, and storage facility compliant with WAC 296-305-02001 paragraph 4.
- 35.3 All uniform attire that is identified as “station uniform apparel” shall meet or exceed the requirements of Chapter 296-305-02001 paragraphs a through f.
- 35.4 The Employer will replace or repair, at the District’s cost, any uniforms that are damaged or destroyed through normal working conditions.
- 35.5 All uniform attire and/or equipment issued to the employee shall remain the property of the Employer.
- 35.6 Employees who retire from Camano Island Fire and Rescue and served a minimum of 7 years of full-time employment with Camano Island Fire and Rescue may keep their Class A uniform for use at District events after their Retirement. They may return their Class A upon retirement if they choose. The District will not provide maintenance or upkeep of the uniform after retirement to include resizing, alterations or other changes to patches or apparel items.
- 35.7 Upon separation from employment with the District, whether voluntary or involuntary, or upon request, the employee shall return all District-owned property in good working condition, subject to normal wear and tear. In the event of failure to return such property, the employee may be held financially responsible for the lesser of the fair market value or the replacement cost of the unreturned items. The employee authorizes the District to deduct the cost of any unreturned property from their final paycheck to the extent permitted by law. Should the final paycheck be insufficient to cover the full amount owed, or if such deduction is not made, the District reserves the right to pursue recovery of the outstanding balance through any other lawful means.

ARTICLE 36 – PERSONNEL FILE MANAGEMENT

- 36.1 Consistent with state and federal law, the Employer agrees that the contents of the employees’ personnel files shall be kept confidential and shall restrict the use of any information contained in the file to internal use in the District and/or the Grievance arbitration procedure, unless otherwise agreed to by the employee or required by law.
- 36.2 Employees shall be allowed to view, in its entirety, their personnel file by appointment with the

Employer at a mutually convenient time. The employee shall also be allowed to copy, in whole or in part, any information contained in their file on an annual basis.

- 36.3 Employees shall have the right to allow members of the Union executive board, or their designee, to view their file on their behalf. The Employee and/or the Union shall be required to submit a written release form to the person responsible for maintaining personnel files.
- 36.4 Nothing contained in this Article shall restrict employees the right to use the Grievance process, or the Union or the Employer's statutory right to receive information necessary and relevant to its collective bargaining responsibilities and duties.
- 36.5 Employees shall be allowed to submit into their file comments or information in their personnel file that purport to reasonably rebut or clarify information contained therein relating to reprimands, demotion, discipline or investigations.
- 36.6 The Employee may submit a request to the person responsible for maintaining files that there is information in their file to be pulled. After receiving their request, the originals and any copies of all information related to the event or occurrence or activity, including the request to pull, shall be pulled from the employee's file and returned to the employee in its entirety within ten (10) working days of the Employer's receipt of the request.

ARTICLE 37 – LABOR RELATIONS MEETINGS

- 37.1 In order to promote the free and unobstructed exchange of concepts, concerns, possible change, and ideas, the Union and the Employer agree to the following ground rules for declared/scheduled Labor Relations Meetings.
- 37.2 The meeting is for the frank and candid discussion of issues with the purpose of problem resolution, not confrontation. All discussions are off the record and are not to be used by either party as evidence supporting any past, current or future dispute. The intent is that such discussions are subject to evidence rule 408 and are, therefore, inadmissible in any proceeding between the parties.
- 37.3 Unless set forth in a written LOU executed by both parties, agreements or accommodations made in this process are not binding, do not modify this Agreement, and do not establish a precedent or past practice.
- 37.4 Upon written request from either party, which shall include an agenda of issues, the parties shall schedule a timely meeting.

ARTICLE 38 – SHIFT TRADES

- 38.1 Employees shall have the right to exchange work shifts and/or "Kelly Days" with other employees provided the exchange does not violate the provisions of the Fair Labor Standards Act and does not interfere with the operations of the Employer.
- 38.2 A shift exchange shall not cause any increase in the operating cost to the Employer, such as

additional overtime.

- 38.3 The Employer shall keep a record of such trades for exposure and liability reasons but shall not be required to revise hours of work to reflect the substitutions.
- 38.4 Shift trades shall not create overtime at the time of approval.
- 38.5 Employees shall not exchange shifts where such an exchange will cause the employee to work more than seventy-two (72) consecutive hours without the permission of the Fire Chief or his designee and never more than ninety-six (96) consecutive hours.
- 38.6 At the time of the request, shift trades shall be documented and agreed to by the employees in writing, including the names of the employees trading shifts and the exact shifts being traded. Both sides of the shift trade shall occur in the same calendar year.
- 38.7 Shift trades are considered voluntary substitutions for the convenience of the employees. It shall be the responsibility of the employees participating in the shift trade to ensure they have satisfied their respective shift trade obligations.
- 38.8 The District will advise employees of any outstanding shift trade obligations in November of each year and when an employee notifies the District of their retirement, resignation, or other separation from service. It shall be the employee's responsibility to ensure all shift trade obligations are fulfilled by the end of the calendar year or the date of separation, whichever occurs first.
- 38.9 Except in the case of use of sick leave in accordance with Article 19, if an employee who has agreed to a shift trade fails to report to work for the shift, that employee will be charged one and one half (1.5) hours of vacation leave for each one (1) hour of reduced coverage. If an employee's employment with the District terminates before fulfilling all shift trades, the following charge(s) shall be deducted from the employee's final paycheck:
 - 38.9.1 If the trade is scheduled within the first thirty (30) days from separation, the employee will be charged one and one half (1.5) hour of vacation leave for each one (1) hour of reduced coverage.
 - 38.9.2 If the trade is scheduled after the first thirty (30) days from separation, the employee will be charged one (1) of vacation leave for each one (1) hour of reduced coverage.
 - 38.9.3 If the employee has insufficient vacation leave to cover the deduction, the deduction will come from the employee's sick leave at a rate of three (3) hours of sick leave for every one (1) hour that would have otherwise been deducted as vacation leave.
 - 38.9.4 If the employee has insufficient vacation and accrued leave to cover the deduction, the employee shall pay the District for every one (1) hour of reduced coverage at their regular hourly rate at the date of separation within six (6) months. The deduction from the Employee's final paycheck and the six (6) month grace period is not a waiver or limitation on the District's right to recover amounts owed.

- 38.9.5 In these cases, the District shall ensure the unfulfilled shift trade is filled in accordance with current staffing rules and the employee who was owed the trade shall not be required to work that shift.

ARTICLE 39 – WORKING OUT OF CLASSIFICATION

- 39.1 An employee covered by this Agreement who is required to accept, on an interim basis, the duties and responsibilities of a work classification that is higher than their normal classification, shall be compensated at the base hourly rate for the classification worked, as defined below.
- 39.1.1 An employee who works in a higher work classification during their assigned work shift shall be compensated probationary rate of pay for that position for the duration of the assignment.
- 39.1.2 An employee who is assigned to work in a classification that is lower than their normal work classification shall be compensated at their normal work classification rate.
- 39.1.3 The District may assign additional part-time or volunteer personnel to apparatus for the purpose of training and experience. When the apparatus has three or more personnel assigned, Acting Captain pay will be paid. Only qualified acting officers shall receive Acting Captain pay for any time spent overseeing additional personnel. Acting pay shall not be paid for members of the public or prospective members participating in a “ride-along”.
- 39.2 The Employer shall assign employees to work out of classification as follows:
- 39.2.1 Interim vacancies (up to two months in duration) shall be assigned off an Acting list for that work classification, if such a list exists at the time the vacancy is created. The vacancy shall be offered in the order of the highest test score to the available Employee assigned to that specific shift (i.e., A, B, or C shift) who is on the list. In the event there is no available on-shift employee on the Acting list, the vacancy shall be filled using the District overtime list by assignment of the next qualified individual.
- 39.2.2 When an Acting list for the vacant work classification does not exist, the most senior, qualified Fire Fighter will be assigned to fill the interim vacancy.
- 39.2.3 Long-term vacancies, lasting more than two (2) months up to twelve (12) months, shall be assigned off a promotional list for that work classification if such a list exists at the time the vacancy is created. The number one Fire Fighter on such a promotional list will be assigned the higher work classification.
- 39.2.4 When a promotional list for the vacant work classification does not exist, the most senior, qualified Fire Fighter will be assigned to fill the long-term interim vacancy.
- 39.2.5 Vacancies lasting longer than twelve (12) months shall be considered permanent

vacancies and will be filled in accordance with Article 16 of this Agreement.

- 39.3 Paramedic Field Training Officers (FTO) shall receive a premium of four percent (4%) of their gross wage for the duration of their time supervising new paramedic trainees. Premiums will be paid to the assigned FTO only. Additional compensation will not be paid to individuals filling in for an FTO who are off duty for leave or other reasons. All paramedics are eligible to apply for FTO positions and selection will be based on qualifications and operational needs as determined by the Fire Chief. Paramedic Captains who are assigned FTO responsibilities will not receive additional compensation as any additional duties related to FTO are considered part of their Captain Paramedic wages.

ARTICLE 40 – DEFERRED COMPENSATION PROGRAM

- 40.1 Employees shall be eligible to participate in a Deferred Compensation Program as an alternative to participating in Social Security. Enrollment and continued participation shall be in accordance with this Article.
- 40.2 Conditions for participation in the program shall include, but not be limited to, the following:
- 40.2.1 The Employer agrees to contribute six and one-quarter percent (6.25%) of the employee's gross monthly wage to a designated Deferred Compensation Program.
- 40.2.2 The Employee shall contribute a minimum contribution of three percent (3%) to their Deferred Compensation Program.
- 40.2.3 The amount of the Employer's contribution shall be based on the employee's gross wage. The gross wage includes base wage, overtime, educational incentives, and promotional or out of classification adjustments.
- 40.2.4 Employees may choose to increase their portion of the contribution should they choose to defer the maximum allowable by law. However, the Employer is only required to contribute up to a maximum of six and one-quarter percent (6.25%) monthly.

ARTICLE 41 – WELLNESS AND PHYSICAL FITNESS

- 41.1 Employees will be allowed, at a minimum, one (1) hour per shift for the purposes of physical fitness. Physical Fitness activities shall be deemed as high priority with the exception of emergency response and operational readiness.
- 41.2 Employees shall fully participate and cooperate in the Wellness/Fitness Program during the duty hour(s) prescribed by the Department.
- 41.3 There will be no disciplinary action taken against anyone who fully participates and cooperates in the program; however, anyone who shows unwillingness to participate shall be subject to discipline.
- 41.4 It is understood that the physical fitness program outlined in article 41.2 will be based on the

current IAFF/IAFC Wellness/Fitness Initiative.

ARTICLE 42 – ADMINISTRATIVE CAPTAIN

- 42.1 Administrative Captain. The Employer may maintain an Administrative Captain position at its sole discretion. The purpose of this position is to enhance officer development by providing exposure to administrative functions of the Employer that would not normally be available to an employee in the position of Captain. The Administrative Captain position shall be a bargaining unit position and subject to the provisions of the collective bargaining agreement, except as otherwise provided herein. The following terms shall apply to this position:
- 42.2 Duties of Administrative Captain: The Administrative Captain shall perform all of the following duties set forth in the two columns below:

COLUMN A – ADMINISTRATIVE DUTIES	COLUMN B – CAPTAIN DUTIES
Serve as Duty Officer when assigned pursuant to the job description for Duty Officer.	Serve as Shift Captain when assigned by the Fire Chief pursuant to the job description for Shift Captain
Fire Prevention – Assist Fire Chief with policy and code compliance.	Fire Prevention – Facilitate and delegate projects regarding fire inspections, pre-fire surveys, and basic plan reviews as directed by the Fire Chief.
Public Education – Assist Fire Chief with public emergency management programs such as the Emergency Management Neighborhood Community Emergency Response Team (CERT) programs.	Public Education – Facilitate and delegate projects regarding public fire safety programs and EMS/fire safety school programs as directed by the Fire Chief.
Facility Maintenance – Assist Fire Chief with facility upgrade projects and long-term planning.	Facility Maintenance – Facilitate and delegate projects regarding on-going, day-to-day facility maintenance as directed by the Fire Chief.
Training – Assist Assistant Chief/Training Officer with training projects.	Training—Assist Assistant Chief/Training Officer with training projects
Communications – Assist Fire Chief with communication equipment needs such as assignment of pagers, operation of radio systems, and liaison with local HAM radio operators.	--
Budgeting – Assist Fire Chief in developing budget submittals regarding the above programs	--

and projects.	
Any other duties as determined at the sole discretion of the Fire Chief.	--

- 42.3 Eligibility: The Administrative Captain position shall be filled by employees who are currently serving as Captains.
- 42.4 Selection: The Employer shall have the sole discretion to select the Administrative Captain from Captains who apply for the position of Administrative Captain. When there is more than one (1) eligible candidate applying, then the Fire Chief may consider seniority in making his/her decision. If there are no candidates and if the Fire Chief consents, then the individual currently serving as Administrative Captain may serve as Administrative Captain for an additional one (1) year period. The term can continue for additional consecutive one (1) year periods if there are no interested candidates and the Fire Chief consents.
- 42.5 Term of Appointment: The appointment shall be for a two (2) year term. The Fire Chief will have the discretion to extend the term of service as an Administrative Captain for an additional one (1) year period.
- 42.5.1 If the District reassigns the Administrative Captain to another Captain position and elects not to fill the vacancy, such vacancy shall not be deemed to be a termination of the Administrative Captain position.
- 42.6 Hours of Work: The Administrative Captain shall continue as an emergency response employee and, therefore, be paid straight time for up to forty (40) hours in any week. Normally, the Administrative Captain will be expected to work a forty (40) hour workweek as directed by the Fire Chief and typically during the normal administrative hours of the Employer Monday through Friday. The actual hours worked may fluctuate depending on the needs of the Employer. If, for any given week, the Administrative Captain's duties will cause him to work more than forty (40) hours, the Fire Chief shall direct him either to use "flex time" (i.e. work less than a full 10 hour day) as necessary to avoid overtime obligations or to work the additional time. The Administrative Captain will receive overtime pay for each hour worked over forty (40) hours per week.
- 42.7 Holidays: The Administrative Captain shall be treated as a ten (10) hour shift employee for the purpose of Holidays.
- 42.8 Service as a Shift Captain: The Administrative Captain shall be eligible to work overtime as a Shift Captain so long as such overtime does not interfere with the performance of duties as Administrative Captain as determined by the Fire Chief. For example, the Administrative Captain may work as a Shift Captain for a shift extending through the evening so long as the Administrative Captain was not scheduled to work as the Administrative Captain the next morning.
- 42.9 Rotating Duty Officer: The Administrative Captain shall be the responsible Duty Officer of the

Employer on a rotating basis with other Employer administrative personnel. While serving as the responsible Duty Officer, the Administrative Captain shall reside within a reasonable response time from the geographic boundaries of the Employer. In the event that the Administrative Captain responds on behalf of the Employer, the time spent responding shall be included in the forty (40) hour workweek. The requirement to reside within a reasonable response time from the geographic boundaries of the Employer while serving as responsible Duty Officer is not unduly restrictive such that any additional compensation is required.

42.10 District Vehicle: The Administrative Captain shall be provided an Employer vehicle solely for travel to and from his/her place of residence and/or for other use when the Employee may be expected to respond to emergency incidents.

42.11 Pay: The pay for the Administrative Captain shall be the pay the employee would be entitled to as Captain.

42.12 Termination of Position: The Employer reserves the right to terminate the Administrative Captain position solely at the Employer's discretion. In such an event, the employee holding the Administrative Captain position shall be returned to line duty as a Captain. If such return to line duty requires a reduction in force, such reduction shall be subject to the provisions of any collective bargaining agreement. Upon termination of the position, the duties performed by the Administrative Captain as set forth in column A of paragraph 2 shall remain within the jurisdiction of the Employer as non-bargaining unit work, and the duties performed by the Administrative Captain as set forth in column B of paragraph 2 shall fall back within the jurisdiction of the Union as bargaining unit work.

Article 43 – PART-TIME FIREFIGHTERS

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, ordinarily as applied in this document means that as a general rule the District 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 may be eligible for the Public Employees Retirement System (PERS) participation based on the applicable number of regularly scheduled hours of employment; however, they will not be eligible for LEOFF employment.

43.3 Part-time employees will not receive medical or dental benefits commensurate with full-time employment.

43.4 Part-time employees will be paid an hourly pay rate as determined by the District. The District Fire Chief shall set the hourly rate of pay per the adopted District budget process.

43.5 When implemented, part-time members may respond to callbacks and be paid their hourly pay rate.

- 43.6 Part-time employees will be subject to discipline and all the applicable rules of both the Department's Standard Operating Procedures and Personnel Policies.
- 43.7 Part-time employees will be considered at will employees; they will not be bargaining unit employees represented by the Union under the Collective Bargaining Agreement.
- 43.8 Part-time employees will report to their immediate supervisor for daily operational items while working shifts.
- 43.9 New part-time members will serve a one-year probationary period.
- 43.10 New part-time employees will be required to complete the following before being deployed on duty crews:
- Must successfully complete a CPAT.
 - Must successfully pass an entry level medical exam, drug screen, and be cleared to wear an SCBA.
 - The District reserves the right to pursue further testing if necessary, such as, but not limited to a psychological exam.
 - Must successfully pass a background check.
 - Must successfully pass a District oral board.
 - The District's oral board shall consist of three career members, one of which shall be a fire officer.
 - The oral board shall submit a recommendation on candidates to the District's Fire Chief. The District will make the final selection on hiring.
- 43.11 Part-time employees will be considered 7(k) exempted employees.
- 43.12 The regularly scheduled hours shall not exceed 130 hours per month.
- 43.13 Minimum qualifications for part-time employees will be a High School Diploma or GED, a valid Washington State Drivers License, Fire fighter 1 certification, Hazmat Operations and a current Washington State EMT certification.
- 43.14 Part-time fire fighters will be issued appropriate uniforms and personal protective equipment.
- 43.15 Part-time fire fighters who work shifts as part of this program shall not hold a Fire Officer position with the District.
- 43.16 Volunteers and Part-time members may staff up an engine for the purposes of training, public relations, familiarization etc., so long as this coverage does not become a required permanent unit to be regularly scheduled on an annual basis. This program is afforded to the Volunteers/Part-time members presently.
- 43.17 When the District hires part-time personnel or volunteers as full-time firefighters, such individuals will be required to successfully complete the established full-time firefighter testing process.

ARTICLE 44 – PARAMEDIC TRAINING PROGRAM

- 44.1 Selection of Employees to be Paramedic Students. The District may provide opportunities from time to time for a regular, full-time Firefighter/EMT (“Paramedic Student”) to participate in the District’s Paramedic Training Program (“Paramedic Training”), which includes covering the tuition, fees, supplies and related costs (the “Financial Commitment”) and maintaining the Employee’s wages while an individual attends the District’s chosen training. Eligible Employees must, prior to the start of Paramedic Training, have completed their probationary period and any pre-requisite coursework such as anatomy and physiology.
- 44.1.1 If the District notifies the Union that it desires to send more than one employee to Paramedic Training at the same time, the parties shall first negotiate a plan to backfill the shift vacancies caused by the additional employee or employees attending training.
- 44.2 Paramedic Student Compensation and Shift Work.
- 44.2.1 Attending Paramedic Training is voluntary, not directly related to the Employee’s current job, and not productive work for the District and, thus, is not compensable time for purposes of the FLSA.
- 44.2.2 While attending Paramedic Training, Paramedic Students will continue to receive their base wage.
- 44.2.3 During Paramedic Training, Paramedic Students will accrue vacation and sick leave as a regular Employee.
- 44.2.4 While enrolled in a traditional, in-person Paramedic Training, Employees shall not be scheduled for twenty-four (24)-hour shifts nor approved for overtime or overtime shifts. While enrolled in a hybrid Paramedic Training where the primary mode of curriculum is online, upon approval of the District and provided the Employee is maintaining the equivalent of a “B” grade or higher, the Employee may be approved for working a twenty-four (24)-hour shift as overtime. However, Employee shall not be regularly scheduled to work twenty-four (24)-hour shifts. Each requested OT shift must be approved in advance by the Fire Chief or designee.
- 44.2.5 For administrative purposes only (and not for the purpose of performing work for the District), Paramedic Students will be assigned to an eight (8)-hour day, five (5) days per week schedule of 12:00 AM to 8 AM. Paramedic Students will not be entitled to overtime pay under the FLSA while engaged in Paramedic Training.
- 44.3 Shift Work Following Paramedic Training; Promotion. Upon successful completion of Paramedic Training, the Employee shall be placed on a twenty-four (24)-hour shift. The shift selected for the Employee shall be at the discretion of the District, to balance vacancies, availability of preceptors, and other reasons as determined by the District. The Employee shall not be promoted to the Paramedic title and additional pay until they have successfully achieved all credential requirements at the national, state, and county level. Upon the District being notified the Employee has successfully completed all requirements for Paramedic credentials and that the

Paramedic credential has been issued to the Employee, the Employee shall receive the title of Paramedic and commensurate pay, effective the first day of the month following their obtaining full credential (the "Paramedic Promotion Date").

44.3.1 An Employee who completed Paramedic Training but who is having difficulty certifying shall be offered counseling, additional on-duty study time, and any reasonable support needed by the Employee to certify. The Employee may also be reassigned, at the District's discretion, to another position or classification that does not require paramedic certification until they have certified.

44.4 Service Requirement. Each Paramedic Student shall (i) successfully complete the Paramedic Training; (ii) certify as a paramedic within six (6) months following successful completion of the Paramedic Training and (iii) work for the District for five (5) consecutive years as a Paramedic immediately after being initially certified as a Paramedic (these two requirements are collectively referred to herein as the "Service Requirement").

44.5 Financial Commitment Repayment.

44.5.1 Repayment Obligations. An Employee who does not timely fulfill either portion of the Service Requirement may continue to be employed as a Firefighter/EMT for the District, but such failure shall immediately trigger the Employee's obligation to repay the applicable portion of the Financial Commitment specified below. The repayment terms and magnitude of the Financial Commitment vary as set forth below depending upon when the Employee commenced the Paramedic Training.

44.5.1.1 Employees commencing Paramedic Training on January 1, 2026, or later. As a condition precedent to participating in Paramedic Training, an Employee shall execute the Paramedic Training Agreement in a form substantially similar to Appendix C. This Agreement identifies the amount of the Financial Commitment applicable to the Employee and provides, among other things, for a payroll deduction authorization and repayment commitment for an Employee who does not completely fulfill the Service Requirement.

44.5.1.2 Current Firefighter Paramedics and Employees who commenced Paramedic Training prior to January 1, 2026 shall have an employee's responsibility calculated at a rate of 1.6% per month of uncompleted paramedic service time. No interest shall be applied to the amount being repaid. For example, if an employee voluntarily separates from employment after six (6) months service as a paramedic, the employee will be responsible for $54 \text{ months} \times .016 = 86.4\%$ of the Financial Commitment. A reimbursement plan will be arranged with the District upon the Employee deciding to no longer serve as a Paramedic. If the employee is staying employed with the District they may have up to three (3) years to pay back the financial commitment. If at anytime the employee chooses to separate employment with the District their repayment of the Financial Commitment must be completed in full within one (1) year of their cessation of

serving in the role of Paramedic or Firefighter. The Financial Commitment applicable to these Employees established and agreed to as \$35,000.

44.6 Additional Conditions Applicable to Service Requirement and Repayment of Financial Commitment

44.6.1 Firefighter Paramedics may promote to the rank of Captain but not the rank of Battalion Chief during the Service Requirement. They may not promote or test for promotion prior to completing three full years of their Service Requirement. Any individual promoting to Captain prior to completing their full-service requirement must repay the remaining service requirement to the District within three (3) years of their promotion.

44.6.2 During the Service Requirement, any leave of greater than ninety (90) continuous calendar days of Paid Family Medical Leave, military leave, temporary duty will not count toward the service requirement.

44.6.3 A Firefighter Paramedics who is forced to leave employment with the District before fulfilling the Service Requirement due to reduction of force, line of duty injury, or death will not be required to reimburse the District for any portion of the Financial Commitment.

44.6.4 A Firefighter Paramedic whose employment is terminated for cause before fulfilling the Service Requirement will be required to reimburse the District for the applicable portion of the Financial Commitment. The employee's final paycheck shall be debited for the applicable portion of the Financial Commitment, and any balance shall be payable in full within thirty (30) days following termination of employment.

44.6.5 Any Employee failing to recertify as a Paramedic before fulfilling the Service Requirement will be required to reimburse the District for the applicable portion of the remaining service requirement. Such reimbursement shall occur through a wage deduction with equal monthly payments for thirty-six months. If Employee leaves employment prior to completion of such wage deductions, Employee shall pay the balance in full within thirty (30) days.

44.6.6 Any employee required to repay their financial commitment may do so sooner than required if they choose. They must make arrangements with the District as to their payment plans within thirty (30) days of their obligation to repay.

ARTICLE 45- WILDLAND DEPLOYMENTS

45.1 The District may agree to participate in hazards mobilization and deployments under the Washington State Mobilization, Emergency Management Assistance Compact (EMAC), Pacific Northwest Emergency Management Arrangement (PNEMA), Department of Natural Resources (DNR) or any other incident that will reimburse compensation.

45.2 In the event of an incident mobilization request, the District may ask qualified members if they

would be willing to mobilize and deploy to the incident. Participation in the mobilization program by members is on a voluntary basis.

- 45.3 If multiple Union members volunteer for a mobilization assignment, they may be selected based on the criteria set in Policy 369 Wildland Fire Mobilization Procedure. It is up to the Wildland Team Coordinator and the Assistant Chief of Operations to determine the crew make up and which units/crews will be sent. Ultimately the final decision to deploy will be made by the Assistant Chief of Operations.
- 45.4 Members of Local 3438 will take priority over nonmembers. The District may send a unit on deployment without a local member or with a member of another agency, including other IAFF represented employees, to fill out the crew complement if:
- 45.4.1 No local member was available or signed up for the mobilization availability; or
- 45.4.2 The District determines in coordination with the Wildland Team Coordinator that the assignment, or current staffing levels of the District make sending someone on the deployment untenable.
- 45.5 Members will be placed on Mobilization pay status for hours outside their regular schedule while on deployment. This pay status is 1.5 times their normal rate of pay for all compensable time during the deployment. Members whose regular shift occurs during their deployment may be backfilled by the District. Those hours worked on a member's regularly scheduled workday will be compensated at their regular rate of pay. Hours worked on vacation days, Kelly Days, and shift trade days will be compensated at their Wildland Mobilization rate of pay.
- 45.5.1 Compensable time includes two (2) hours preparation time to ready the apparatus and begin travel to the incident, travel time to and from the incident, and actual hours worked including standby, repositioning, staging, and demobilization.
- 45.5.2 Non-Compensable time includes sleeping time, off shift time, and time not assigned directly to the incident this includes mitigation time required to meet the 2:1 work to rest cycle required by the incident. For 24-hour shift deployments, all hours off shift are non-compensable hours, unless they fall on the employee's regular shift days. Regular shift days are compensated at their normal rate of pay and the district may backfill the employees' position.
- 45.5.3 Employees shall clean and return the apparatus to service upon their return to the District, which shall be limited to four (4) hours. The first hour of rehab time shall be at the employee's wildland mobilization rate of pay. Any additional hours up to a total of four (4) hours shall be at their regular overtime rate of pay if outside their regularly assigned shift hours. They are not clear of the mobilization assignment until the apparatus is clean and ready to return to service.
- 45.5.4 If the day is a work shift day they will receive their normal compensation for the hours worked. If they are off duty their Overtime rate will be paid for the hours worked beyond the rehab time paid by the incident.

- 45.6 For safety purposes, personnel on deployment will be allowed recovery time prior to returning to their scheduled shift. Those employees returning within ten (10) hours of the start of their shift assignment may take the entire upcoming twenty-four (24) hour shift off with pay and will be placed on Admin leave during this time. If greater than ten (10) hours, the member must report to work on their upcoming shift. Those employees who have been deployed for more than four (4) days will be afforded a twenty-four (24) hour rest period prior to returning to shift.
- 45.7 The District may select the Part Time Wildland Firefighters from the existing Part time Firefighter employees or may temporarily hire Volunteer Firefighters in this capacity for each deployment. Volunteer firefighters serving as Part Time Wildland Firefighters are not required to meet the hiring requirements in Article 43 and will be returned to volunteer status upon demobilization from the incident. Part Time Wildland Firefighters will sign a temporary work contract with the District which identifies their wages for mobilization time.

ARTICLE 46 – DURATION

- 46.1 This Agreement shall be effective as of the 1st day of January 2026 and shall remain in full force and effect until the 31st day of December 2028. It shall automatically be renewed from year to year thereafter, unless either party shall have notified the other in writing, at least 90 days prior to the anniversary date that it desires to modify the agreement.

Date: 12/8/25

Camano Island Fire Fighters
Local #3438, I.A.F.F.

By: 

Dana Larkin
Vice-President

Date: 12/8/25

Island County Fire Protection District No. 1
Camano Island Fire and Rescue

By: 

Kim Williams
Chair of the Board of Fire Commissioners

APPENDIX A

A.1 Wages: Ten (10), Twelve (12) and Twenty-Four (24) Hour Employees

Firefighters

Year	Entry	2nd Year	3rd Year	4th Year	5th Year
	80%	85%	90%	95%	100%
2026 (4%)	\$ 7,211.58	\$ 7,662.30	\$ 8,113.03	\$ 8,563.75	\$ 9,014.47
2027 (4%)	\$ 7,500.04	\$ 7,968.79	\$ 8,437.55	\$ 8,906.30	\$ 9,375.05
2028 (4%)	\$ 7,800.04	\$ 8,287.54	\$ 8,775.05	\$ 9,262.55	\$ 9,750.05

Paramedics

Year	Entry	2nd Year	3rd Year	4th Year	5th Year+
2026 (112%)	\$ 8,293.31	\$ 8,744.04	\$ 9,194.76	\$ 9,645.48	\$10,096.21
2027(113%)	\$ 8,718.80	\$ 9,187.55	\$ 9,656.30	\$10,125.05	\$10,593.81
2028 (113%)	\$ 9,067.55	\$ 9,555.05	\$10,042.55	\$10,530.06	\$11,017.56

Officers

Year	Captain 117%	Captain Paramedic 120%	Medical Services Officer 140%	Battalion Chief 140%
2026	\$ 10,546.93	\$ 10,817.36	\$ 12,620.26	\$ 12,620.26
2027	\$ 10,968.81	\$ 11,250.06	\$ 13,125.07	\$ 13,125.07
2028	\$ 11,407.56	\$ 11,700.06	\$ 13,650.07	\$ 13,650.07

A.2 Paramedic and Officer Premiums are represented in the above tables for each year.

A.3 Because ten (10), twelve (12), and twenty-four (24) hour employees are scheduled for different numbers of hours in a work period, the overtime rates for employees will vary and will be calculated based upon the employee's scheduled hours as set forth in Article 12. Annual hours for each schedule are 2560 hours annually for twenty-four (24) hour shift employees, 2190 hours annually for twelve (12) hour shift employees, and 2086 hours annually for ten (10) hour shift employees.

A.4 Whenever the term CPI-U is used, this means the average of the CPI-U for Seattle-Tacoma-Bremerton for the six (6) reporting periods during the period of June to June. However, if the resulting wage multiplier is outside of the agreed upon limits, the applicable limit will be used instead. The wage multiplier derived from the foregoing calculation will be multiplied by the

employee's base wage for the previous year to obtain the employee's wage increase for the current year.

- A.5 The wage table in this Appendix A and overtime provisions of this Agreement take into account all duties and responsibilities assigned to each employee for their respective classification. These duties and responsibilities are contemplated as being included in the wage and overtime provisions of this Agreement.
- A.6 The Employer agrees to the following longevity pay, which shall be added to the monthly base wages of each employee. Longevity shall be based on the employee's date of hire on full-time status.

Years of Service	Percent of Base Wage
7	2.5%
10	5%
15	7.5%
20+	11%

- A.7 Firefighters serving out of class and serving as Shift Captain will be compensated at their base rate (current step) plus one hundred percent (100%) of the applicable premium of the 5th year Firefighter rate.
- A.8 The Employer agrees to deduct monthly, from the net pay of all employees, such amounts needed to pay for Plans A (STD) and B (LTD) disability income plans sponsored by the Washington State Council of Fire Fighters. In the event the cost of such coverage should substantially change during the life of this Agreement, the parties will meet to discuss the impact on the employees within the spirit of the agreement resulting in this section.
- A.9 The parties acknowledge that RCW 41.56.465(3) provides, in regard to the selection of comparables, that the interest arbitration panel (should the case proceed to interest arbitration) "shall also consider a comparison of the wages, hours, and conditions of employment of personnel involved in the proceedings with the wages, hours, and conditions of employment of like personnel of public fire departments of similar size on the west coast of the United States. However, when an adequate number of comparable employers exists within the state of Washington, other west coast employers may not be considered."
- A.10 With this in mind the parties have agreed to the list below as the comparable agencies agreed for the term of this agreement 2026-2028. To establish this list the parties' utilized agencies with assessed valuations and populations which were as similar to Camano Fire as possible. This list included comparables approximately 30% below and up to approximately 30% above the assessed valuation and population of Camano Island Fire and Rescue. The parties agree that this list is only for the purposes of the 2026-2028 CBA.
- A.11 The list of comparable agencies for the 2026-2028 CBA:

- King County District 40, local 864

- Snohomish County Fire District 4, 2694
- Key Peninsula, 3152
- Mukilteo, 3482
- South Whidbey, 5212
- East Jefferson, 2032
- Whatcom County Fire District 7
- West Thurston, 3825

APPENDIX B

- B.1 Definitions for the following terms used in this agreement are defined as follows:
- B1.1 Acting Pay - A premium pay added to the member's hourly rate when working on an interim basis in a higher work classification than their normal classification in accordance with Article 39.
 - B1.2 Bargaining Unit - The IAFF local #3438, Camano Island Firefighters as certified by the Public Employment Relations Committee pursuant to RCW 41.56.
 - B1.3 Board of Commissioners - Those individuals duly elected to the position of Fire Commissioner responsible for the governance of Island County Fire District #1.
 - B1.4 Compensatory Time (Comp Time)- Compensated work time off received in exchange for payment of overtime.
 - B1.5 Flex Time - Any combination of hours worked consecutively or non-consecutively, that combine to equal a scheduled number of hours in a week.
 - B1.6 A Member In Good Standing - A member of IAFF who abides by the by-laws of the IAFF and Local #3438.
 - B1.7 Immediate Family - Immediate family shall be limited to a spouse, child, spouse's child, brother, sister, grandmother, grandfather, grandchildren or parent, foster parent, stepmother, stepfather, cousin, aunt, or uncle of the employee or spouse.
 - B1.8 Vacation Day - Compensated time off-of work that has been earned and used by the local member in accordance with Article 18.
 - B1.9 Kelly Day - A compensated twenty-four (24) hour shift off given to reduce the hours worked in a work period in accordance with the Fair Labor Standards Act (FLSA).
 - B1.10 Light Duty - A temporary administrative or "non-combat" work assignment given to injured or disabled local members who, when approved by their attending physician, used in accordance with Article 32.
 - B1.11 Opt-Out - An employee who does not willingly join the union and rejects membership. This employee is a non-member but must still be represented by the local. By "Opting-Out" the employee waives his / her right to any vote and is restricted from negotiation on their own behalf.
 - B1.12 Retirement – Meets the LEOFF full retirement eligibility age of fifty-three (53).

- B1.13 Base Wage - The base monthly rate of pay set forth in Appendix A.
- B1.14 Gross Wage - The monthly base wage plus any applicable overtime, educational incentives, or working out of class adjustments.
- B1.15 Base Hourly Rate – Calculated as the employee’s Base Wage divided by the hours worked per month of 213.33.
- B1.16 Aggregate Data – Data summaries that can be used for statistical analysis.

APPENDIX C

PARAMEDIC TRAINING AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into by and between **ISLAND COUNTY FIRE PROTECTION DISTRICT NO. 1** ("Camano Island Fire & Rescue" or "CIFR") and _____ ("Employee").

I. RECITALS

WHEREAS, CIFR may, from time to time, send an employee to paramedic training as ("Paramedic Training") indicated in the Collective Bargaining Agreement;

WHEREAS, Employee volunteered and has been selected by CIFR to attend Paramedic Training;

WHEREAS, the District would not send Employee to Paramedic Training in the absence of Employee's execution of this Agreement;

WHEREAS, the Paramedic Training is unrelated to Employee's regular duties as a Firefighter/EMT, is not during scheduled hours and involves no productive work for CIFR;

WHEREAS, CIFR is willing to advance the educational expenses of Paramedic Training in order to facilitate Employee's ability to attend Paramedic Training; and

WHEREAS, upon completion of the Paramedic Training and certification as a paramedic, Employee is required to work for CIFR as a full-time paramedic for five (5) consecutive years as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

II. AGREEMENT

1. **PURPOSE.** The purpose of this Agreement is to establish the terms and conditions under which CIFR will pay Employee's educational costs to attend the Paramedic Training program offered by _____ and the terms and conditions by which Employee may be required to repay CIFR for its payment of such educational expenses.

2. **TERM.** This Agreement is effective on _____ and will continue until Employee's fulfillment of the terms of this Agreement as provided herein.

3. **FINANCIAL COMMITMENT.** CIFR shall pay Employee's tuition and books and related expenses while attending Paramedic Training (collectively referred to as the "Financial Commitment"). The amount of this Financial Commitment is fixed at \$ _____.

4. **SERVICE REQUIREMENT.** Employee shall have the following obligations and responsibilities (collectively the "Service Requirement"):

- a. To successfully complete the Paramedic Training (the “Training Component”).
- b. Within six (6) months of successful completion of Paramedic Training, Employee shall be certified to work as a Paramedic (the “Certification Component”).
- c. Upon certification, Employee shall work for CIFR on a full-time basis as a Firefighter Paramedic as scheduled by CIFR for five (5) consecutive years (the “Work Component”).

4.1 Employee’s failure to satisfy any of the foregoing components of the Service Requirement shall be deemed a Triggering Event.

5. **FAILURE TO SATISFY SERVICE REQUIREMENT.** Except for Excused Separations (defined below), a Triggering Event shall render Employee liable for the applicable portion of the Financial Commitment, and Employee shall reimburse CIFR for such amount, to be calculated as follows:

- a. Failure to satisfy the Training Component: Employee is responsible for one hundred percent (100%) of the Financial Commitment.
- b. Failure to satisfy the Certification Component: Employee is responsible for one hundred percent (100%) of the Financial Commitment.
- c. Failure to satisfy the Work Component: Employee’s responsibility is calculated at a rate of 1.6% per month of uncompleted paramedic service time. No interest shall be applied to the amount being repaid. For example, if an employee voluntarily separates from employment after six (6) months service as a paramedic, the employee will be responsible for 54 months x .016 = 86.4% of the Financial Commitment.
- d. Promotion to a Company Officer position within 5 years of service after certification as a paramedic. The employee will be required to serve a minimum of three (3) years of service prior to being eligible to test for any promotion. If the employee is selected for a promotion prior to their five (5) years of service as a paramedic this will qualify as a Triggering Event and the employee must satisfy any remaining Financial Commitment.

5.1 An Employee shall be completely relieved from the obligation to reimburse CIFR for the Financial Commitment if Employee is unable to complete the Service Requirement because Employee is (i) separated from employment due to a reduction in force or (ii) suffers a workplace injury which renders Employee unable to perform the duties of paramedic for a period of twenty-four (24) consecutive months (collectively “Excused Separations”).

5.2 Upon the occurrence of a Triggering Event other than an Excused Separation, Employee shall be obligated to repay the applicable portion of the Financial Commitment as follows:

5.2.1 If the Triggering Event involves a separation from employment, reimbursement of the applicable portion of the Financial Commitment shall first be made by deduction from the Employee’s final paycheck. Employee hereby expressly authorizes such payroll deduction. If any balance remains following such

payroll deduction, Employee shall pay the remaining balance in six (6) equal monthly installments. The first monthly installment shall be due on the first (1st) day of the month following the month in which the Triggering Event occurred.

5.2.2 If the Triggering Event is for any reason other than Employee's separation from employment, Employee expressly authorizes a payroll deduction in the amount of 1/36th of the Employee's repayment obligation for each payroll such that the total repayment obligation is satisfied in thirty six (36) months from the date of the Triggering Event. Provided, however, that if such Employee separates from employment for any reason within such thirty six (36)-month repayment period, then the remaining balance of Employee's repayment obligation shall be deducted from the Employee's final paycheck. Employee hereby expressly authorizes such payroll deduction. If any balance remains following such payroll deduction, Employee shall pay the remaining balance in three (3) equal monthly installments. The first monthly installment shall be due on the first (1st) day of the month following Employee's separation from employment.

6. **DEFAULT AND REMEDIES.** Following a Triggering Event, Employee's failure to timely tender any payment required above to the District shall be deemed to constitute an Event of Default. Upon the occurrence of an Event of Default, the District may issue a Notice of Default. If Employee fails to cure the default within five (5) days after issuance of such written notice, the entire remaining balance shall immediately become due and payable in full. The District shall be entitled to pursue any legal remedies available for collection of the remaining balance, including but not limited to an action in Superior Court.

7. **UNDERSTANDING OF AGREEMENT.** Each party acknowledges that such party has read this Agreement and understands its contents, that such party has had the opportunity to have this Agreement reviewed by an attorney of such party's choice, and that such party either has consulted with an attorney or voluntarily has chosen not to consult with an attorney before signing this Agreement.

8. **LITIGATION.** In the event either party herein finds it necessary to bring an action against the other party to enforce any of the terms, covenants or conditions hereof or any instrument executed pursuant to this Agreement by reason of any breach or default hereunder or thereunder, the party prevailing in any such action or proceeding shall be paid all costs and attorneys' fees, and in the event any judgment is secured by such prevailing party all such costs and attorneys' fees of collection shall be included in any such judgment.

8.1 Venue shall lie exclusively in Superior Court for Island County, Washington, regardless of where Employee may be located. Employee expressly consents to the jurisdiction of the Superior Court for Island County.

8.2 Each party expressly waives the right to a jury trial.

9. **NOTICES.** All notices, demands, requests, consents and approvals which may, or are required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by facsimile, sent by a nationally recognized overnight delivery service, or if deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

To CIFR:

Camano Island Fire & Rescue

Attn: Fire Chief
811 N. Sunrise Blvd.
Camano Island, WA 98282

To the Employee: _____

or to such other address as the foregoing parties hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery.

10. **AMENDMENT.** No modification, termination or amendment of this Agreement may be made except by written agreement signed by all parties, except as provided herein.

11. **APPLICABILITY AND INTERPRETATION OF COLLECTIVE BARGAINING AGREEMENT.** This Agreement is intended to implement Article 44 of the Collective Bargaining Agreement, the terms of which are incorporated herein. This Agreement is intended to be complementary to Article 44 of the Collective Bargaining Agreement and the provisions hereof shall be interpreted in a harmonious manner with Article 44 of the Collective Bargaining Agreement. In the event of any irreconcilable conflict between the terms of this Agreement and Article 44 of the Collective Bargaining Agreement, the terms of the Collective Bargaining Agreement will control.

12. **WAIVER.** No failure by any of the foregoing parties to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. Any party hereto, by notice, and only by notice as provided herein may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto. No waiver shall affect or alter this Agreement, and each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

13. **CAPTIONS.** The captions of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement.

14. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

15. **ADDITIONAL ACTS.** Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by any party hereto, the parties hereto agree to perform, execute and/or deliver, or cause to be performed, executed and/or delivered, any and all such further acts, deeds and assurances, which may reasonably be required to effect the Agreement contemplated herein.

16. **NEUTRAL AUTHORSHIP.** Each of the provisions of this Agreement has been reviewed and

negotiated, and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

17. **GOVERNING LAW.** This Agreement and the right of the parties hereto shall be governed by and construed in accordance with the laws of the State of Washington and the parties agree that in any such action.

18. **TIME OF PERFORMANCE.** Time is specifically declared to be of the essence of this Agreement and of all acts required to be done and performed by the parties hereto.

19. **ENTIRE AGREEMENT.** The entire agreement between the parties hereto is contained in this Agreement and the exhibits hereto; and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument executed by the parties subsequent to the date hereof.

**ISLAND COUNTY FIRE PROTECTION
DISTRICT NO. 1**

EMPLOYEE

By: _____

By: _____

Its: _____

Date: _____

Date: _____