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5 AGREEMENT

6
7 BY AND BETWEEN

8
9 CITY OF LYNNWOOD

10
11 Hereinafter referred to as the Employer

12
13 AND

14
15 LYNNWOOD PROFESSIONAL FIREFIGHTERS LOCAL 1984

16
17 INTERNATIONAL ASSOCIATION OF
18 FIREFIGHTERS

19
20 Hereinafter referred to as the Union

21
22
23 Effective January 1, 2016

24
25 through

26
27 December 31, 2017

28
29
30 It is the purpose of this Agreement to achieve and maintain harmonious
31 relations between the Employer and the Union; to provide for equitable and
32 peaceful adjustment of differences, which may arise; and to establish proper
33 standards for performance, wages, hours and working conditions.
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1
2 **ARTICLE 1 - BARGAINING UNIT**

- 3
4 1.1 The City of Lynnwood recognizes Local 1984, International Association of Fire Fighters, as
5 the exclusive bargaining agent for the Employees as specified by the Public Employment
6 Relations Commission.
7

8 **ARTICLE 2 - UNION MEMBERSHIP**

- 9
10 2.1 It shall be a condition of employment that all employees covered by this agreement who are
11 members of the Union in good standing on the effective date of this agreement shall remain
12 members in good standing. Those employees who are not members on the effective date
13 of this agreement shall, on the 30th day following the effective date of this agreement,
14 become and remain members in good standing in the Union after completing the
15 probationary period except that during the probationary period Union membership shall be
16 at the option of the employee.

17 A new full-time, regular status employee shall work under the provisions of this agreement,
18 but shall be subject to the probationary period. The probationary period shall not exceed
19 one (1) year, exclusive of the time spent at the Washington State Fire Service Training
20 Academy for the purposes of achieving certification as a Firefighter 1, during which time the
21 employee may be discharged subject to City of Lynnwood Civil Service Rules and
22 Regulations; provided, that the Employer may not discriminate against Union members. In
23 the event a new employee is retained after the probationary period, the date of hire shall be
24 considered the anniversary date of employment, and the employee shall be entitled to the
25 benefit of all provisions of this agreement.

- 26 2.2 Employees may withdraw from the Union within a period of thirty (30) days following the
27 successful completion of the probationary period by paying to the Union a service charge
28 equivalent to monthly Union dues and assessments, limited to those levied against the total
29 membership. This service charge shall be withheld as a payroll deduction and remitted to
30 the Union in the same manner payroll deduction method as Union dues.
31 2.3 Employees choosing not to withdraw from the Union during the stipulated time period shall
32 remain members of the Union as long as they are part of the bargaining unit or up to the
33 maximum permitted by law.
34 2.4 Any employee who, for bona fide religious tenets, as per RCW 41.56.122(1), chooses not to
35 become a Union member, shall comply with the requirements as set forth in the statute.
36

37 **ARTICLE 3 - PAYROLL DEDUCTION & MERP**

- 38
39 3.1 Employees of the City individually and voluntarily certify in writing that they authorize such
40 deductions and for the duration of this contract, the Employer shall deduct from pay each
41 month the Union dues in an amount not to exceed the Union provision. Such amount shall
42 be remitted promptly to the duly designated officer of the Union.
43 3.2 Other deductions may be deducted from pay that have been authorized by the Employer
44 and the employee.
45 3.3 (A) The Employer shall make monthly contributions for each employee to the Washington
46 State Council of Fire Fighters Employee Benefit Trust, known as the Medical Expense
47 Reimbursement Trust (MERP). This trust shall remain separate and apart from any
48 Employer retiree health insurance funding program unless changed by mutual agreement of

1 the parties to the agreement. The Employer contribution rate for each year of the MERP
2 Trust shall be at the rate of \$75.00/month.

3 (B) All employees are required to participate in MERP. Except for the willful disregard by
4 the Employer of its obligations under this section, the Union shall indemnify, defend, and
5 hold harmless the Employer against any and all claims, demands, suits or other forms of
6 liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of
7 action taken or not taken by the Employer in complying with the provisions of the Article.
8

9 3.4 In order to accomplish effective and efficient payroll functions for all City employees, the
10 Employer may establish, implement and revise as necessary, a payroll system. This
11 system shall include, the pay date, pay period, and time reporting requirements. The pay
12 period and pay date shall only be changed upon mutual consent.
13

14 **ARTICLE 4 - MANAGEMENT RIGHTS**

15
16 4.1 Rights and Responsibilities. Except as may be otherwise limited by the provisions of this
17 Article, the Employer shall have the right and prerogative to take unilaterally any of the
18 following actions:

19 4.1.1 Direct the work of its employees and to assign employees to platoon and station
20 assignments.

21 4.1.2 Take such actions as may be necessary to carry out the mission of the City and the
22 Lynnwood Fire Department in responding to natural and man-made disasters such
23 as a mass disaster, significant civil disturbance, earthquake, epidemic disease,
24 terrorism or other event having an equivalent impact on service delivery, which may
25 necessitate a temporary change in operational procedures.

26 4.1.3 Should the Employer desire to add new or reclassify current positions during the
27 term of this Agreement, the Union and the Employer shall negotiate the future
28 transfer of staff and positions at the same rank or classification at the time the new
29 positions are authorized.
30

31 **ARTICLE 5 - MAINTENANCE OF STANDARDS**

32
33 5.1 The Employer agrees Maintenance of Standards rights shall be those practices or
34 privileges that have been established through a continually recurring practice known and
35 approved by both the Employer and employee and not a short-term variance from
36 requirements.

37 5.2 The Employer agrees to pay full-time firefighters at overtime rates to fill in during vacations
38 provided full-time firefighters are not available.

39 5.3 The Employer agrees to pay full-time firefighters at overtime rates or hire from the current
40 Civil Service Firefighters list in cases of sick leave absences provided full-time firefighters
41 are not available.
42

43 **ARTICLE 6 - NO STRIKE CLAUSE**

44
45 6.1 During the life of this agreement there shall be no strikes or refusal to perform official duties
46 and there shall be no lockout. Knowledgeable and willful violation of this Article will subject
47 the employee to disciplinary action or discharge.
48

1 **ARTICLE 7 - HOLIDAYS**

2
3 7.1 All employees shall receive 5.08 hours of base pay per Appendix B Computations per bi-
4 weekly pay period, in lieu of holidays.

5 7.2 All full-time shift employees who have completed twelve (12) calendar months of
6 continuous service shall also receive one (1) floating holiday.

7 7.2.1 Floating holidays shall be granted by the appropriate Command staff member based
8 on seniority of an employee, and scheduled in the same manner as vacation days in
9 Article 8.

10 7.2.2 The floating holiday shall be taken during the year it is earned. An employee
11 cannot, as a matter of right, waive the floating holiday and draw pay in lieu of taking
12 the holiday.

13 7.3 For non-shift personnel, the following holidays are hereby declared to be official holidays:

14	New Years Day	January 1
15	Martin Luther King, Jr. Day	3rd Monday of January
16	Presidents Day	3rd Monday of February
17	Memorial Day	Last Monday of May
18	Independence Day	July 4
19	Labor Day	1st Monday of September
20	Veterans Day	November 11
21	Thanksgiving Day	4th Thursday of November
22	Friday following Thanksgiving	4th Friday of November
23	Day before Christmas	December 24
24	Christmas Day	December 25
25		One Additional Day Statutory Floating Holiday; to be
26		scheduled with Dept. Head approval on an individual
27		basis.

28 7.4 If the date of any above-mentioned holiday should be changed, the new date shall be
29 deemed a holiday, and any such holiday falling on Sunday shall be observed the following
30 Monday, with the exception of December 24. When December 24 falls on a Sunday, it will
31 be observed on the following Tuesday; and when December 24 falls on Friday, it will be
32 observed on Thursday. A holiday falling on Saturday shall be observed on the preceding
33 Friday.

34
35 **ARTICLE 8 - VACATION LEAVE**

36
37 8.1 Vacations are computed for shift personnel and non-shift personnel as follows:

38	<u>After</u>	<u>Shift</u>	<u>Non-Shift</u>
39	1 Year	5 shifts	96 hours/12 days
40	5 Years	8 shifts	128 hours/16 days
41	10 Years	10 shifts	168 hours/21 days
42	15 Years	11 shifts	192 hours/24 days
43	20 Years	12 shifts	208 hours/26 days
44	25 Years	12 shifts	216 hours/27 days

45 8.2 Continuous service means continuous service in a full-time position of employment
46 including paid or unpaid leave and leaves of absences with the City and shall continue until
47 resignation or involuntary dismissal. The most recent date of employment shall be used in

- 1 the computation of years of continuous service time. No vacation time shall accrue for
2 service time during a fraction of a month, which is insufficient to constitute a calendar month
3 of service.
- 4 8.3 Vacation leave cannot be taken until after the completion of the probationary period as
5 defined in Article 2.1.
- 6 8.4 An annual vacation schedule for shift personnel shall be prepared by the Shift Officers and
7 forwarded to the Operations Chief for approval not later than November 30th of each year
8 for the following year. The Operations Chief shall approve a final schedule within 30
9 calendar days. Approved schedules shall be posted in a conspicuous place. Vacations
10 shall be granted based on seniority of an employee. Seniority shall only prevail for those
11 personnel meeting the deadline requirements of this paragraph.
12
- 13 8.4.1 For vacations scheduled by November 30 of the year prior as defined in 8.4, the
14 employer agrees to allow any two (2) suppression employees off on
15 vacation/floating holiday at any time.
16
- 17 8.4.2 For vacations scheduled after November 30 of the year prior as defined in 8.4, the
18 employer agrees to allow any two (2) suppression employees off on
19 vacation/floating holiday at any time provided there remains two (2)
20 Firefighter/Paramedics on duty.
- 21 8.5 Additional employees shall be allowed to take vacation leave beyond the minimum two off
22 at any time as defined in 8.4, but are subject to the following provisions at the time of the
23 request:
24
- 25 8.5.1 Leave must not drop the minimum number of on-duty staff below the minimum as
26 set by the Employer, and;
27
- 28 8.5.2 Leave must not adversely affect the Employer so that there still exists a sufficient
29 number of acting officers, qualified vehicle operators, and Firefighter/Paramedics
30 on-duty so as not to require overtime.
- 31 8.6 Vacation requests under Article 8.4.2 shall be submitted to the Fire Chief or his/her
32 designee at least twenty-four (24) hours in advance of the scheduled shift or workday for
33 non-shift employees. All vacations shall be taken as scheduled, unless otherwise approved
34 by the Chief.
- 35 8.7 Vacation time shall be taken within the twelve month period following the period for which it
36 is accumulated except that an employee may carry over up to two (2) years worth of
37 accrual as per City policy, and may not be extended without the approval of the Fire Chief
38 and Mayor. An employee cannot, as a matter of right, waive vacation and draw vacation
39 pay in addition to pay while on duty.
- 40 8.8 An employee who has successfully completed the probationary period and quits, retires,
41 dies or is terminated will receive payment at the employee's current base hourly rate for any
42 accrued vacation for completed years of continuous service, which has not been used.
43 Accrued vacation pay of a deceased employee will be paid to the same individual who
44 receives accrued wages.
- 45 8.9 Employees who are granted a leave of absence with pay for any purpose shall continue to
46 accrue vacation leave at the regular prescribed rate during such absence.
- 47 8.10 An employee on a non-shift assignment under Article 25 of this agreement shall have their
48 vacation bank and vacation accrual rate adjusted as follows:

- 1 8.10.1 The employee's vacation bank and vacation accrual rate shall be multiplied by a
2 factor of 0.833333.
- 3 8.10.2 When the employee returns from the non-shift assignment, the employee's vacation
4 bank shall be divided by a factor of 0.833333 and the employee's vacation accrual
5 rate shall return to the appropriate 24-hour shift accrual rate.
- 6 8.10.3 Vacation accrual rates and vacation banks for employees assigned to temporary
7 assignments of less than thirty (30) consecutive calendar days' duration shall
8 remain unadjusted.
- 9 8.11 Employees who are permanently promoted to a non-shift position will have their vacation
10 bank multiplied by a factor of 0.833333 and assume the appropriate accrual rate for their
11 years of service based on schedule contained in 8.1.

12 **ARTICLE 9 - SICK LEAVE/LIGHT DUTY**

- 13
- 14
- 15 9.1 Employees shall receive sick leave accruals as follows:
- 16 9.1.1 Sick leave with pay for shift employees shall accrue at the rate of eighteen (18)
17 hours of leave for each full calendar month. Any such leave accrued but unused in
18 any year shall be carried over into succeeding calendar years. Employees who are
19 granted a leave of absence with pay for any purpose shall continue to accrue sick
20 leave at the regularly prescribed rate during such absence.
- 21 9.1.2 Non-shift employees assigned to a 40 hour per week schedule shall accrue sick
22 leave at the rate of eight (8) hours for each full calendar month of the employee's
23 service, and any such leave accrued but unused in any year shall be carried over
24 into succeeding calendar years.
- 25 9.2 An employee on a non-shift assignment under Article 25 of this agreement shall have their
26 sick leave bank and sick leave accrual rate adjusted as follows:
- 27 9.2.1 The employee's sick leave bank and sick leave accrual rate shall be multiplied by a
28 factor of 0.833333.
- 29 9.2.2 When the employee returns from the non-shift assignment, the employee's sick
30 leave bank shall be divided by a factor of 0.833333 and the employee's sick leave
31 accrual rate shall return to the appropriate 24-hour shift accrual rate.
- 32 9.2.3 Sick leave accrual rates and sick leave banks for employees assigned to temporary
33 assignments of less than thirty (30) consecutive calendar days' duration shall
34 remain unadjusted.
- 35 9.2.4 Employees who are permanently promoted to a non-shift position will have their sick
36 leave bank multiplied by a factor of 0.833333 and assume the appropriate accrual
37 rate for a non-shift employee.
- 38 9.3 In accordance with Washington State law, an employee eligible for sick leave or other paid-
39 time off, shall be allowed to use any or all of the employee's choice of sick leave or other
40 paid time-off for illness, accident, disability, or qualifying illness or disability of a qualified
41 family member. As defined in RCW 49.12.270, qualified family members are limited to:
42 spouse, children, parent, parent-in-law, or grandparent.
- 43 9.4 A female employee who is granted maternity disability leave and exhausts all accrued paid
44 leave, shall be granted unpaid disability leave for the duration of the disability due to
45 pregnancy or childbirth.

- 1 9.5 Upon termination of employment a maximum of seven hundred twenty (720) hours of an
2 employee's unused accumulated sick leave may be converted to pay on the following basis:
- 3 9.5.1 Termination - Voluntary or Involuntary:
4 5 hours accrued, unused sick leave = 1 hour pay at current base hourly rate.
- 5 9.5.2 Termination by Lay-off:
6 4 hours accrued, unused sick leave = 1 hour pay at current base hourly rate.
- 7 9.5.3 Retirement or Death:
8 2 hours accrued, unused sick leave = 1 hour pay at current base hourly rate.
- 9 9.5.4 In the event state law should be amended to increase sick leave (illness or injury)
10 provisions for employees the above sick leave provisions shall be adjusted
11 accordingly.
- 12 9.5.5 Upon retirement of an employee, the Employer shall make a contribution in the
13 amount of 25% of the employee's sick leave cash-out into the WSCFF Employee
14 Benefit Trust (MERP) from the employee's sick leave cash-out.
- 15 9.6 Light Duty – It is recognized that light duty for an employee who is on leave due to illness or
16 injury, (over three shifts), can be beneficial to the employee and to the Employer. This type
17 of assignment does not constitute the development of a new position, but is simply an
18 agreed upon assignment during the employees leave.
- 19 For purposes of definition, the term "light duty" also may be referred to as "limited duty" or
20 "modified duty". In any event all such terms refer to an assignment being performed by an
21 employee when the employee is on illness or injury leave, and not fit to perform all of the
22 duties of his/her job description. All light duty assignments shall be subject to doctor's
23 approval and availability from the Employer.
- 24 9.6.1 On-the-Job Injuries. In the event an employee is receiving disability leave
25 supplement under workers' compensation, he/she shall perform light duty
26 tasks in the fire department as the Employer may require, under R.C.W.
27 41.04.520.
- 28 9.6.2 Off-the-Job Injuries. Light duty assignments shall be determined by the
29 Employer who will specify the duties to be performed. The duties of the
30 assignment and the work schedule for the employee shall be reduced to
31 writing and agreed upon between the employee and Employer before the
32 assignment begins. If an employee is able to obtain the examining
33 physician's release for light duty, the Employer may offer light duty. The
34 Employer and the Union agree that light duty assignments are temporary in
35 nature and shall not exceed ninety (90) working days. An extension of the
36 assignment may be offered by the Employer.
- 37 9.7 Light duty assignments shall be performed during normal business hours Monday through
38 Friday, forty (40) hour hours per week. Alternative work schedules may be established by
39 agreement of the Employer and the Employee such as 4/10s and 9/80s. An Employee on
40 light duty shall receive compensation and benefits at the appropriate forty, (40) hour rate for
41 their rank and step classification as outlined in Articles 8.10, 9.2 and 15.7.1.
- 42 9.8 Employees requesting sick leave benefits provided under this Article shall provide
43 information necessary for the Fire Chief or his/her designee to make a determination that
44 the employee or family member qualifies for the use of the sick leave benefit. Nothing in
45 this sub-section requires written verification from a health care provider, except for the
46 following:

- o Sick leave for employees greater than three (3) consecutive shifts for shift employees, or 40 hours for non-shift employees; Or
- o To care for qualifying family members other than dependent children under 18, regardless of length of absence.

9.9 Sick leave will be utilized and administered in accordance with applicable contract provisions and Department policy.

9.10 When the Fire Chief or his/her designee has a reasonable suspicion that an employee is abusing the sick leave benefit, the Fire Chief or his/her designee may require the employee to provide timely written verification of the employee or qualified family member's illness or injury from the employee or family member's health care provider.

ARTICLE 10 - BEREAVEMENT LEAVE

10.1 In the event of a death in the immediate family of a full-time employee, one (1) shift in case of shift personnel, or three days (24) duty hours in case of non-shift personnel, shall be allowed off without loss of pay. Immediate family shall be defined as wife, husband, son, daughter, step-children, mother, father, brother, sister, grandparent, mother-in-law, father-in-law, brother-in-law, and sister-in-law.

10.2 Employees may request an additional shift (24 hours) in the case of shift personnel, or up to an additional sixteen (16) hours in the case of non-shift personnel, off due to extenuating circumstances, which must be approved by the Fire Chief.

ARTICLE 11 - UNION BUSINESS LEAVE

11.1 Union representatives shall be allowed to use accrued paid leave and/or shift exchanges according to department rules and provisions of this Agreement, for the purpose of attending Union conferences, workshops, seminars and other meetings.

11.2 Union representatives may meet with the Employer during working hours for the purpose of conducting Union business of mutual concern and obligation.

ARTICLE 12 - HEALTH AND LIFE INSURANCE

12.1 The Employer shall provide such coverage for the employees as is mandated by RCW Chapter 41.26, the Law Enforcement Officers and Firefighters Retirement System Laws of 1969 as revised. The Employer shall provide employees in the bargaining unit Medical, Vision, and Dental Insurance as set forth in this Article. The Employer further agrees that for the duration of this Agreement, there will be no substantial changes to the present insurance benefits; PROVIDED that benefit changes, made by the insurer or by the AWC Benefits Trust Board, outside the control of the Employer, not be prohibited. If during the life of this agreement the current plan(s) are no longer available, the parties shall meet to negotiate a mutually agreeable replacement plan(s).

12.2 Effective approximately 75 calendar days after both parties ratify this Agreement, the Employer agrees to provide Medical Insurance through the Northwest Fire Fighters Benefits Trust (NWFFT) Plan 1500. Dental Insurance will continue to be provided through the AWC Benefits Trust Board Delta Dental plan. Vision Insurance will continue to be provided through VSP.

12.3 As part of the total wage package, the Employer will pay 100% of the medical premium for each employee and 90% of the monthly medical premium for their eligible dependents. The

1 Employer will pay 100% of the dental premium for each employee and their eligible
2 dependents. The Employer will also provide 100% of the cost for vision coverage for each
3 employee. Each employee may enroll their eligible dependents in the City's vision program
4 at their own expense. The Union and the City acknowledge that the City will no longer
5 provide partial reimbursement of any deductible for vision coverage.

6 12.4 Each employee participating in the NWFFT Plan will have a VEBA account established in
7 his or her name. The VEBA will be accessible after separation from employment in
8 accordance with IRS rules. Survivorship rights will be to the employee's legal spouse and/or
9 tax dependent(s) upon death in accordance with IRS rules.

10 The Employer will contribute the following amounts to enrolled employees' VEBA accounts
11 for each full calendar year of enrollment in the form of a lump sum on or about January 1.
12 These amounts include \$78 per year for VEBA administration.

13 Employee with no enrolled dependent(s) \$3,278

14 Employee with enrolled dependent(s) \$5,278

15 The Employer's contributions will be determined based on the employee's status as of
16 January 1. If an employee with no enrolled dependents on January 1 enrolls a dependent
17 during the year, the Employer will make an additional prorated lump sum contribution in the
18 amount of \$266.67 per month. Employee have an obligation to notify the Employer of
19 medical dependent changes.

20 If an employee leaves employment mid-year, he/she will have their sick leave and/or
21 vacation cash out reduced by a prorated portion of the employee's VEBA contribution that
22 year.

23 Employees hired mid-year will receive a prorated VEBA contribution in the form of a lump
24 sum at the time of hire.

25 In consideration of the transition to the NWFFT in 2016, the Employer's VEBA contribution
26 for 2016 will be a prorated amount, paid at the time of transition to NWFFT in the form of a
27 lump sum, based on the employee's dependent status at the time of enrollment.

28 12.5 If the total cost of the NWFFT Plan 1500 premium plus the Employer's VEBA contribution is
29 10% or more than the premium for the AWC HealthFirst plan, either party may reopen
30 Article 12.

31 12.6 If the NWFFT ceases to offer health insurance for LEOFF I retirees during the term of this
32 Agreement, either party may reopen Article 12.

33 12.7 The Employer will provide the AWC Standard life insurance policy for bargaining unit
34 members in the amount of \$50,000.

35 12.8 Additionally, the Employer agrees to offer a Section 125 Plan(s) to provide for pretax
36 payments of employee insurance co-pays and other eligible medical and child care
37 expenses. The Section 125 maximum is \$2,550. The Employer shall make no contribution
38 and makes no assurance of ongoing participation in such a program. The Employer
39 assumes no liability for claims or benefits under this program.

40 12.9 The Employer shall contribute ninety percent (90%) of the premium for the employees
41 Washington State Council of Firefighters disability insurance up to the amount of the
42 premium of the Employer's long-term disability plan. In no event shall the Employer's
43 contribution be less than eighty percent (80%) of the employee's disability insurance
44 premium.

1
2 **ARTICLE 13 - WORK WEEK**
3

4 13.1 Twenty-four hour shift employees shall work a 1-2-1-4 Four-Platoon schedule. Shifts will
5 begin at 07:30 A.M. and expire the following day at 07:30 A.M. The four-platoon shift
6 schedule shall be structured by a one (1) day on shift / two (2) days off shift / one (1) day on
7 shift / four (4) days off shift. The four-platoon shift schedule will include Debit Days (twenty-
8 four (24) hours on-duty) to be scheduled every Thirty-two (32) days. Over a four-year
9 average, this approximates two hundred six (206) hours worked per month. The work
10 period, for Fair Labor Standards Act (FLSA) purposes, will be sixteen (16) days, with an
11 overtime threshold of one hundred twenty-one (121) hours worked, for twenty-four (24) hour
12 shift employees. The FLSA work period for all other employees is seven (7) days.
13

14 Debit Day definition: A Debit Day is an additional twenty-four (24) hour shift worked by a
15 shift employee.
16

17 13.1.1 Shift employees will work an average of twelve (12) Debit Days annually. Such
18 Debit Days shall be scheduled by the Employer once every thirty-two (32) calendar
19 days, repeating, during the ninety-six (96) hour break so no employee works more
20 than forty-eight (48) hours straight.
21

22 13.1.2 The Employer may elect to request that an Employee voluntarily work an
23 unscheduled Debit Day. In the event the Employee agrees to work an unscheduled
24 Debit Day at the Employer's request, the Employer will remove any scheduled Debit
25 Day from their shift schedule provided it does not cause overtime at the time of
26 scheduling.
27

28 13.1.3 No "banking" of Debit Days will be permitted.

29 13.2 The Employer shall establish the regularly scheduled hours of duty so the average weekly
30 hours in any calendar year shall not exceed forty-eight (48) hours for shift personnel.

31 13.3 Non-shift personnel shall work a maximum of forty (40) hours per week. The workweek for
32 non-shift personnel shall consist of either five (5) – eight (8) hour days, 4 (four) – 10 (ten)
33 hour days, or a 9/80 day schedule, normally scheduled during the standard Monday
34 through Friday workweek.

35 13.3.1 9/80 Schedule is defined as:

36 The first week, the employee shall work four (4) nine (9) hour days (Monday thru
37 Thursday) and eight (8) hours on Friday.

38 The second week the employee shall work four (4) nine (9) hour days (Monday thru
39 Thursday) with Friday off.

40 This schedule shall be repeating (5 work days the first week, 4 work days the
41 second week).

42 The mid-point of the eight-hour shift divides the two workweeks so that each week
43 consists of 40 hours.

44 13.4 Other start and end times for non-shift employees may be worked subject to mutual
45 agreement between the Employer and the employee. A non-shift employee may
46 occasionally request in writing to flex his/her schedule within the same FLSA workweek,
47 which must be approved by the Employer. The Employer may occasionally flex the work
48 schedule of the employee when there exists a business necessity. Five (5) days notice is
49 required unless waived by the employee.

1 13.5 The employees in each non-shift assignment shall submit a request in writing stating their
2 preferred work schedule (5/8, 4/10, or 9/80) to the appropriate Assistant Chief, who shall
3 assign the day off, if applicable, after considering the needs of the department and the
4 seniority of the employees.

5 6 **ARTICLE 14 - OVERTIME**

7
8 14.1 Overtime pay at one and one-half (1-1/2) times the hourly rate of pay shall be paid for all
9 time worked in excess of a normal shift. It is further understood that the hourly rate of pay
10 shall be computed as listed in the Appendix.

11 14.2 Overtime hours shall be recorded and paid to the nearest quarter (1/4) hour.

12 14.3 It is the parties' intent that compensation shall not be paid more than once for the same
13 hours under any provisions of this Article or Agreement, which is what the parties
14 understand to be the current practice.

15 14.4 Callback pay shall be for a minimum of two (2) hours at the applicable overtime rates.

16 14.5 Non-shift personnel who work a holiday shall, in lieu of holiday pay, receive one and one-
17 half (1.5) additional hours pay for each hour worked on a holiday if the Employer requires
18 the employee to work the day rather than take the day off as a paid holiday. This shall not
19 apply to shift personnel.

20 14.5.1 When an employee on a non-shift assignment fills a suppression assigned position,
21 the employee shall receive the suppression overtime rate of pay, plus incentive pay,
22 excluding day differential(s).

23 14.6 The Employer retains the right to authorize and schedule all overtime work. Any change to
24 the current overtime callback procedure shall be by mutual agreement of the parties' only.

25 14.7 Emergency Callback: During times of natural or man-made disasters or emergencies, the
26 Department may determine that additional personnel are needed. In this event, the
27 Department will active an emergency callback of personnel. Personnel will be called back
28 on a voluntary basis prior to any mandatory callback. All leaves and time off may be
29 cancelled on a case-by-case basis by this type of event that requires mandatory reporting
30 to duty. This section does not apply to a typical first or second alarm emergency. Specific
31 provisions for this procedure will be referred to the labor-management committee for
32 implementation during the term of this agreement.

33 14.8 In the event an employee is moved from their assigned station (the station to which an
34 employee was directed to report to prior to end of last work shift) to another station after
35 the employee has reported to work, they shall be eligible for overtime compensation as
36 defined below:

37 14.8.1 Employee must be at originating station and begin the move in time to report to the new
38 station by 0730 to be eligible for compensation as outlined in 14.8.4. If not, they shall wait
39 until 0730 and then transit to the newly assigned station.

40 14.8.2 In the event the employee is not at the newly assigned station at 0730, the employee to be
41 relieved shall wait for him/her to arrive before being relieved. He/she will be compensated
42 according to the provisions of 14.8.4.

43 14.8.3 In no event shall two employees be compensated for the same station reassignment.
44 Overtime shifts and shift trades are not eligible for this compensation.

45 14.8.4 Station 15 to/from Station 14 – 15 minutes

1
2 **ARTICLE 15 - WAGES**

3
4 Employees covered by this agreement shall receive wages in accordance with the following:
5 (Approved salary step adjustments shall be made on the employee's anniversary date, subject
6 to the provisions of Article 2.1.)

7 **FIREFIGHTER**

8 15.1 The base pay at which a Firefighter shall be hired and paid during the probationary
9 period shall be as shown on the salary schedule.

10 15.1.1 Upon satisfactory completion of the probationary period as outlined in Article 2,
11 a review and evaluation by the Shift Officer and Operations Chief, completion of
12 the probationary book and final exam/practical to determine if the employee has
13 demonstrated the capability to perform at the proficiency level necessary to
14 meet the requirements of the position as stated in the current job description,
15 the pay will be as shown on the salary schedule. Employees who attend the
16 Washington State Fire Service Training Academy shall receive their B step
17 raise on their anniversary date of employment.

18 15.1.2 Upon satisfactory completion of the second year of service, and after a review
19 and evaluation by the Shift Officer and the Operations Chief to determine if the
20 employee has demonstrated the capability to perform at the proficiency level
21 necessary to meet the requirements of the position as stated in the current job
22 description, the pay shall be as shown on the salary schedule.

23 15.1.3 When the firefighter has satisfactorily completed the third year of service, and
24 after a review and evaluation by the Shift Officer and the Operations Chief to
25 determine if the employee has demonstrated the capability to perform at the
26 proficiency level necessary to meet the requirements of the position as stated in
27 the current job description, the pay shall be as shown on the salary schedule.
28 All firefighters must be approved by an Operations Chief to drive fire apparatus
29 to receive higher than a C-Step wage as shown in the salary schedule. See
30 lateral entry requirement in 15.1.4 below.

31 15.1.4 Lateral Entry Firefighter

32 15.1.4.1 Lateral entry firefighters hired at the C-step must successfully
33 complete the probationary book, including the probation final
34 exam/practical, by the end of the probation period in order to receive
35 their D-step wage in the salary schedule.

36 15.1.4.2 Lateral entry firefighters who have successfully completed the
37 probationary program, must successfully complete the Driver/Operator
38 Program and be approved to serve as a Drive/Operator in the normal
39 rotation by the end of their 2nd year of employment. If the lateral entry
40 firefighter does not successfully complete the Driver/Operator Program
41 and be approved to serve as a Driver/Operator in the normal rotation
42 by the end of their 2nd year of employment, their wage will be reduced
43 to the C-Step wage as shown in the salary schedule until he/she has
44 successfully completed the above requirements.
45

46 **INSPECTOR**

47 15.2 The base pay at which an Inspector shall be hired and paid during the one year probation
48 period shall be as shown on the salary schedule.

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15.2.1 Upon satisfactory completion of the first year of service, and after a review and evaluation by the Fire Marshal and review by the Fire Chief to determine if the employee has demonstrated the capability to perform at the proficiency level necessary to meet the requirements of the position as stated in the current job description, the pay shall be as shown on the salary schedule.

MEDICAL SERVICES OFFICER (MSO)

15.3 The base pay at which a MSO shall be hired and paid during the one-year probation period shall be as shown on the salary schedule.

15.3.1 Upon satisfactory completion of the first year of service, and after review and evaluation by the appropriate Assistant Chief and the Fire Chief to determine if the employee has demonstrated the capability to perform at the proficiency level necessary to meet the requirements of the position as stated in the current job description, the pay shall be shown on the salary schedule.

15.3.2 Effective upon ratification of this Agreement in 2016, the currently employed MSO Captain will name-change to the rank of MSO.

CAPTAIN

15.4 The base pay at which a Captain shall be hired and paid shall be as shown on the salary schedule.

15.4.1 Upon satisfactory completion of the first year of service, and after a review and evaluation by the Operations Chief and a review by the Fire Chief to determine if the employee has demonstrated the capability to perform at the proficiency level necessary to meet the requirements of the position as stated in the current job description, the pay shall be as shown on the salary schedule.

15.4.2 Effective upon ratification of this Agreement in 2016, currently employed Lieutenants will name-change to the rank of Captain.

BATTALION CHIEF

15.5 The base pay at which a Battalion Chief shall be hired and paid during the one year probation period shall be as shown on the salary schedule.

15.5.1 Upon satisfactory completion of the first year of service, and after review and evaluation by the appropriate Assistant Chief and the Fire Chief to determine if the employee has demonstrated the capability to perform at the proficiency level necessary to meet the requirements of the position as stated in the current job description, the pay shall be shown on the salary schedule.

15.5.2 Effective upon ratification of this Agreement in 2016, the currently employed Administrative Captain will name-change to the rank of Battalion Chief.

WAGES - GENERAL

15.6 For the duration of this collective bargaining agreement, the following wage increases shall apply, effective January 1 of each year.

- 2016 2.25%
- 2017 2.25%

1 *Notwithstanding any language to the contrary in this Agreement, all base wage adjustments for
2 2016 will be effective on January 2, 2016.

3
4 SALARY SCHEDULE (See Appendix A)

5 PREMIUM PAY

6 15.7 Day Premium Pay. Personnel regularly assigned to day staff assignments shall receive
7 premium pay in the amount of 5% of the employees' wage as shown in the salary schedule during
8 the term of assignment.

9 15.7.1 Shift personnel who are temporarily assigned to day staff assignment due to
10 light duty (on or off duty) or special assignment shall receive premium pay as
11 stated in 15.7 in lieu of holiday pay during the term of assignment. No employee
12 may receive both holiday pay and day premium pay.

13 15.8 Hazardous Materials Premium Pay. The Fire Chief or his/her designee may assign and
14 compensate up to eight (8) employees to the Snohomish County Hazardous Materials
15 Response Team. These employees shall receive premium pay in the amount of 2% per bi-
16 weekly pay period when certified at the Technician level by the Hazardous Materials
17 Response Team. Certification and drill attendance must be maintained according to the team
18 requirements in order to maintain premium pay.

19 15.9 Technical Rescue Premium Pay. The Fire Chief or his/her designee may assign and
20 compensate up to eight (8) employees to the Snohomish County Technical Rescue
21 Response Team. These employees shall receive premium pay in the amount of 2% per bi-
22 weekly pay period when certified at the Technician level by the Technical Rescue Response
23 Team. Certification and drill attendance must be maintained according to the team
24 requirements as listed below, in order to maintain premium pay.

- 25 1. Annually attend or teach at least one drill in each of the following; four (4) total: USAR,
26 Confined Space, Rope and Trench.
- 27 2. Completion of annual skills evaluation (individual skill remediation will be coordinated
28 by Lynnwood Team Coordinator if needed).
- 29 3. Required annual confined space entry per WAC.

30 15.10 By January 15th of each year, the department program coordinator for each team shall furnish
31 the Operations Chief a list of all compensated technicians indicating whether they meet the
32 team requirements. In the event they do not, the Operations Chief will direct that their
33 premium pay be removed until such time as they are in compliance with team requirements
34 and a notice will be sent to the Board Chair. A copy of their PAN will be given to the
35 employee.

36
37 15.11 Program Specialists

38 Program specialists assigned by the Fire Chief or his/her designee who are assigned to
39 shift assignment (non-shift employees are not eligible) shall receive 1.5% of their
40 applicable base rate of pay as an incentive pay subject to the following:

- 41 1. The programs to be compensated, and the program specialist assigned, are
42 determined by the Fire Chief and can be added to or removed with 90 days' notice
43 in writing to the Union and the assigned specialist. The Chief will publish a list of
44 program specialists annually and will update as any changes to programs or
45 specialists are made.

- 1 2. The program specialists are responsible to a command staff member or his/her
2 designee for satisfactory performance of duties as related to the individual
3 program.
4 3. Shift employees shall not receive more than 3.5% additional combined premium
5 pays. (i.e. Rescue Technician 2% + 1.5% Program Specialist.)
6

7 **ARTICLE 16 - SUPPLEMENTAL RETIREMENT**

- 8
9 16.1 The Employer agrees to contribute six and two tenths (6.2%) of an employee's base salary
10 to the existing deferred compensation plan provided the employee matches at least 67% of
11 the Employer's contribution; such that, for example for every dollar contributed to the plan,
12 a minimum of forty cents (\$.40) shall be contributed by the Employer.
13 16.2 Changes in contributions to be matched can only be made quarterly on March 31, June 30,
14 September 30, and December 31. The employee must notify the Employer of the percent
15 contribution to be matched.
16

17 **ARTICLE 17 - DISCIPLINE**

- 18
19 17.1 No non-probationary employee shall be disciplined or discharged except for just cause.
20 17.2 Upon the employee's request, said employee shall be granted Union representation in any
21 disciplinary process.
22 17.3 The Employer shall, in a timely manner, provide the employee and the Union President with
23 a written statement concerning any disciplinary action above the level of a written
24 reprimand. The statement shall state the facts, the policy, practice, procedure, rule,
25 contract provision, or other matter violated, the disciplinary action to be taken and corrective
26 actions recommended to the employee.
27 17.4 When the Employer is considering demotion, suspension or discharge, both the employee
28 and the Union President shall be notified, in writing, of the time, place and purpose no less
29 than seven (7) calendar days before any (Loudermill) hearing is to be conducted.
30

31 **ARTICLE 18 - GRIEVANCE PROCEDURE**

- 32
33 18.1 POLICY: The parties recognize that the most effective accomplishment of the work of the
34 Employer requires prompt consideration and equitable adjustments of employees'
35 grievances. It is the desire of the parties to adjust grievances informally whenever possible,
36 and both supervisors and employees are expected to make every effort to resolve problems
37 as they arise. However, it is recognized that there may be grievances which can be
38 resolved only after a formal review. Accordingly, the following procedure is hereby
39 established in order that grievances of employees covered by this agreement may be
40 resolved as fairly and expeditiously as possible.
41 18.2 DEFINITION: A grievance is a dispute between the Employer and the Union, or an
42 employee, or group of employees, as to the interpretation, application, or violation of any
43 terms or provisions of this agreement.
44 18.3 ELECTION OF REMEDIES: Employees may elect to have disciplinary action reviewed
45 through the grievance procedure or by the Civil Service Commission. An employee is not
46 entitled to review of disciplinary action under both procedures.
47 18.4 Grievances shall be processed in the following manner:

1 If a grievance cannot be settled informally, the grievant shall present the grievance to the
2 Union president, who shall appoint a committee to inquire into the facts and circumstances
3 of the complaint. If the complaint is found to be valid, the grievance committee within thirty
4 (30) days of the known occurrence may submit the grievance in writing to the Chief. The
5 written grievance shall include the following information:

6 18.4.1 The facts of the matter and nature of the grievance.

7 18.4.2 The remedy sought.

8 18.4.3 Provisions of this Agreement allegedly violated.

9 18.5 The Chief or designee shall issue a written response including any dispute of fact within ten
10 (10) working days (excluding Saturdays, Sundays, and holidays) of receipt of the grievance.
11 If the grievance is not resolved, the grievant may submit an appeal of the grievance to the
12 Mayor for further consideration. Such appeal, including all paper work pertinent to the
13 case, shall be submitted within ten (10) working days of receipt of the Chief's response.

14 18.6 Within twenty (20) working days of receipt of the grievance, the Mayor shall give the
15 grievant and Union a written answer to the grievance. If the grievance is not resolved, the
16 grievant may submit the matter to arbitration using the following procedure:

17 18.7 ARBITRATION: The grievant shall notify the Employer within twenty (20) working days of
18 the Mayor's decision in writing, of the intention to submit the matter to arbitration, and shall
19 submit a request to the American Arbitration Association for a list of seven (7) arbitrators
20 located in Washington, Oregon, or Idaho from which the parties shall select a neutral.

21 18.8 Within ten (10) working days of receipt of the American Arbitration Association list, the
22 Employer and Union shall confer for the purpose of selecting the neutral arbiter by
23 alternately striking the names of arbitrators until only one (1) name remains, who shall hear
24 the grievance. The party to strike first shall be determined by coin toss.

25 18.9 Nothing herein shall prevent the parties from mutually agreeing to an arbiter.

26 18.10 The arbitrator thus chosen shall hear both sides of the issue, and shall issue a decision
27 within thirty (30) days, which shall be final and binding on both parties. If post-hearing
28 briefs are filed by the parties, the decision shall be issued within thirty (30) days of receipt of
29 the briefs. The arbitrator shall have no authority to amend modify, add to, or subtract from
30 the provisions of this Agreement.

31 18.11 Expenses and compensation for the arbiter's services and the proceedings shall be shared
32 equally by both parties; provided however, each party shall be completely responsible for all
33 costs of preparing and presenting its own case (including attorney's fees). If either party
34 desires a record of the proceedings, it shall solely bear the cost of such record.

35 18.12 It is the intent of the parties that all time limits shall be complied with; provided however,
36 time limits may be extended by mutual written consent of the parties.

37 18.13 If no response is received from the Employer by the end of the time limit for its
38 consideration of the grievance, the grievant may advance the grievance to the next step.
39

40 **ARTICLE 19 - JURY PAY**

41
42 19.1 An employee serving on a jury will be excused from work with pay for those hours the court
43 requires the employee's attendance. Employees shall report for their assigned duties on
44 weekdays when released by the court prior to 1530 hours, but shall be released at 2000
45 hours if they are scheduled for jury duty the following day. During the weekend or on a
46 holiday when an employee remains on jury duty, employees shall work their normal shift
47 (e.g. on Saturday or Memorial Day). The Employer will apprise the Court of their

1 employment as firefighters and will further advise the Court that their service as a juror may
2 negatively impact fire department staffing levels.

3 19.2 Any employee who, as a result of department duties, is required to appear before a court,
4 legislative committee, or a quasi-judicial body as a witness in response to a subpoena or
5 other directive, shall be allowed authorized leave with pay. If off-duty the employee shall be
6 paid overtime for the actual time spent or two (2) hours, whichever is greater.

7 19.3 Monies, except mileage reimbursement received by an employee for jury duty, appearing in
8 court or before a legislative committee, while the employee is on paid status, will be
9 surrendered to the Employer.

10 **ARTICLE 20 - EDUCATION INCENTIVE PAY**

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13 20.1 Purpose. To afford employees an incentive and opportunity for obtaining higher education,
14 and to provide benefit to the department and to the Employer through the employment of
15 motivated and educated employees better positioned for promotional examination, creative
16 thinking and acquiring the skills and continuing education necessary for the quality
17 performance of their job duties.

18 20.2 EDUCATION INCENTIVE PLAN: Additional compensation for college credit earned at any
19 college or university that the Employer has determined meets its accreditation criteria,
20 including: any college or university, community college or junior college that is part of a
21 state educational system. Approval shall be based on the following criteria and shall not
22 extend to degrees granted in whole or in part based upon "life experience".

23 20.3 APPROVED FIELDS OF STUDY:

- 24 ○ Fire Science
- 25 ○ Fire Command Administration, Fire Officer Degree, or Executive Officer Degree
- 26 ○ Fire Technology
- 27 ○ Fire Inspection
- 28 ○ Nursing
- 29 ○ Public Administration or Public Safety Administration
- 30 ○ Business Management or Administration
- 31 ○ EMS Management
- 32 ○ Paramedicine

33 20.4 The Union and the City recognize the importance of college education while at the same
34 time understand the budgetary limitations of such a program. The City agrees to allow
35 three (3) employees enrollment at any given time in an approved Bachelor's degree
36 program. Employees who wish to enroll in the BA program shall make application with the
37 Assistant Chief of Operations. Qualifying requests for the program shall be based first upon
38 rank and then by seniority with the understanding that those who are subject to an
39 educational requirement for promotion have priority. Associate Degree programs are not
40 subject to this restriction. Employees must have achieved an Associate Degree or have 90
41 credits towards a Bachelor's Degree to be eligible for the Bachelor Degree program. JATC
42 courses will be offered at no cost to the employee making them exempt from the provisions
43 of this article.

44 BOOKS AND TUITION: The Employer shall reimburse an employee who takes an
45 approved class through a college or university approved by the Fire Chief fifty percent
46 (50%) of tuition and books required for the course within thirty (30) days after the employee
47 has submitted proof of payment in full. Within thirty (30) days of successful completion of
48 such class and return of books to the Training Captain, the employee shall receive
49 reimbursement of the tuition as follows:

- Fifty percent (50%) for a grade of 3.0 or higher
- Twenty-five percent (25%) for a grade between 2.5 and 2.9.
- Zero percent (0%) for a grade lower than 2.5 (or equivalent)
- An employee who receives lower than a 2.0 grade in the class or fails to complete the class shall reimburse the Employer for tuition and books within thirty (30) days. Classes graded exclusively on a "pass-fail" basis will be reimbursed 100% for a "pass" and "0%" for a "fail" provided, however, that these classes must be specifically approved by the Fire Chief prior to enrollment.

20.5 ELIGIBILITY: All employees shall have successfully completed probation (for newly hired employees) in order to be eligible for education incentive pay. An employee who earned a Bachelor Degree from an approved accredited university in a field of study not listed in Article 20.3, prior to date of hire, who have achieved an Associate degree (AA/AS) in a fire service field shall receive incentive pay at the Bachelor Degree (BA/BS) rate as listed in Article 20.7. No Bachelor Degree in an unapproved field of study completed after the employee's date of hire is eligible for this provision.

20.6 INCENTIVE PAY SCHEDULE: Effective January 2, 2016, the following incentive pay schedule shall be in effect for all approved college credits and/or degrees earned from institutions meeting the requirements set forth in this Article.

Education incentive pay shall be computed as a percent of the employee's base wage or firefighter step D salary, whichever is greater, as identified in Appendix A.

*Ninety (90) credits from an approved major field from an approved college or university which can issue a Bachelor Degree in the approved field will qualify for the Associate Degree incentive pay.

Degree	Percentage
AA or AS	3%
BA or BS	4.5%

*Any retroactive decrease in educational pay resulting from ratification of this Agreement after January 2, 2016 shall be deducted from the employee's retroactive wage payment.

ARTICLE 21 - LONGEVITY PAY

21.1 Purpose. To acknowledge length of service with the Lynnwood Fire Department.

21.2 PAY SCHEDULE: Effective January 2, 2016, the following pay schedule shall be in effect for years of service with the Lynnwood Fire Department. Longevity pay shall be computed as a percent of the employee's base wage or firefighter step D salary, whichever is greater, as identified in Appendix A.

Completed Years Of Service	Longevity
5	2%

10	4%
15	6%
20	8%
25	10%

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3 **ARTICLE 22 - SHIFT EXCHANGES**
4

5 22.1 Shift exchanges shall be allowed by the Employer under the following conditions:

6 22.1.1 Request is properly submitted in writing and approved by the Chief or his designee
7 prior to the exchange.

8 22.1.2 The exchange provides for proper balance of personnel on shift.

9 22.1.3 The exchange results in no additional costs to the Employer.

10 22.1.4 Fractional exchanges shall not be for less than four (4) hours, unless authorized by
11 the Fire Chief or his designee.

12 22.1.5 Exchanges are approved by the Duty Chief or Battalion Chief.

13 22.1.6 Training needs are coordinated with the Duty Chief or Battalion Chief.

14 22.1.7 A Firefighter exchanging with a Captain shall assume the full duties and
15 responsibilities of the Captain.

16 22.1.8 Shift exchanges shall be scheduled so no employee works more than forty-eight
17 (48) shift hours straight.

18 22.1.9 Shift exchanges are permitted on Debit Days provided that exchanges meet the
19 requirements of Article 22.
20

21 **ARTICLE 23 - RULES AND REGULATIONS**
22

23 23.1 Employees shall comply in full with Department rules and regulations, policies and
24 procedures provided that the Employer has not, by way of implementation of such rules,
25 violated any State or Federal laws or the terms and provisions of this Agreement.

26 23.2 All employees shall be furnished access to the above-mentioned rules immediately upon
27 hire. Within 90 days of hire, the employee shall review and acknowledge the above-
28 mentioned rules. Any changes to any item in 23.1 shall be furnished within thirty (30)
29 calendar days to all employees, and a policy review sheet completed acknowledging receipt
30 and understanding of same.

31 23.3 The Employer shall establish and implement for all City employees, personnel policies
32 covering the administration of state and federally required leave and benefit programs and
33 smoking.

34 23.4 The parties' agree that absent a provision in this Agreement, Civil Service Rule or a
35 Department policy or procedure, the City Personnel Policy shall apply.
36

37 **ARTICLE 24 - STANDBY PAY AND FIRE INVESTIGATIONS**
38

39 24.1 The Employer may assign qualified Fire Inspectors to on-call status when necessary. The
40 Fire Marshal shall determine the qualifications and publish and maintain a list of all qualified

1 Fire Inspectors. Employees who are assigned to on-call status shall receive standby pay
2 as follows:

3 24.1.1 One (1) hour at the employee's regular rate of pay per evening, which shall include
4 the hours between the end of the employee's normal working day and the beginning
5 of the following normal working day, Monday through Thursday of the week.

6 24.1.2 Four (4) hours at the employee's regular rate of pay per weekend, which shall
7 include the hours between the end of the employee's normal working day on Friday
8 and the beginning of the normal working day on Monday.

9 24.1.3 In the event that the on-call period occurs on a paid holiday as identified in Article 7.
10 Holidays, the employee shall receive standby pay as identified in 24.1.1 at their
11 applicable overtime rate of pay in lieu of the regular rate of pay on the actual day on
12 which the holiday occurs.

13 24.2 Employees assigned to on-call status shall be eligible for additional overtime at one and
14 one-half (1.5) times their hourly rate of pay for each callback and shall be credited a
15 minimum of two (2) hours on any such callbacks. Overtime begins when the Fire Inspector
16 is enroute and notifies SNOCOM that they are responding and concludes when the fire
17 scene investigation is completed. Telephone calls shall be compensated at one and one-
18 half (1.5) times the on-call employee's hourly rate of pay to the nearest ¼ hour.

19 24.3 On-call Fire Inspectors shall be subject to callback in the same manner as the Fire Marshal,
20 and shall carry their City cell phone and duty pager while on standby. On-call Fire
21 Inspectors will receive mileage from their home to Station 15 and back to home. No on-call
22 personnel may be under the influence during their on-call period and shall comply with all
23 applicable policy. The on-call Fire Inspector may engage in off-duty activities that do not
24 take them away from the area so as to allow for a maximum one (1) hour response to Fire
25 Station 15 from the time of the page.

26
27 24.4 If the Fire Marshal is not available for fire investigations and no qualified Fire Inspector is on
28 duty or on-call, the Employer will request that SNOCOM issue an all-page for a Lynnwood
29 Fire Inspector. Lynnwood Fire Inspectors are not obligated to monitor or respond to the all-
30 page. If no Lynnwood Fire Inspector responds to the page indicating their intent to respond
31 within 20 minutes, the Employer will utilize an outside agency or other available means at
32 the Employer's discretion to conduct the investigation. A Lynnwood Fire Inspector who
33 responds will be paid overtime according to Article 24.2 and will receive mileage from their
34 home to Station 15 and back to home.

35 36 **ARTICLE 25 - TEMPORARY ASSIGNMENT/WORKING OUT OF** 37 **CLASSIFICATION**

38
39 25.1 The Employer may, if necessary, assign employees to temporary assignments in Fire
40 Prevention, Investigation, Training, or other Temporary Duties.

41 25.1.1 Temporary assignments may be short term, 30 calendar days or less, or long-term,
42 31 calendar days or more. A long-term temporary assignment shall be for no longer
43 than 120 days. No backfill is necessary for this period unless shift staffing drops
44 below minimum levels as set by the Employer. Assignments may be extended
45 provided that in cases where the employee, (had he/she been on-duty) would have
46 brought the shift staffing level to nine (9) or ten (10), overtime is authorized to bring
47 the on-duty staffing to ten (10) personnel, as long as overtime budget is available for
48 this purpose. The Employer, at its discretion, may choose to fill vacancies with
49 overtime in lieu of temporary assignment.

- 1 25.2 If a temporary assignment is to be made, employees shall be notified in writing regarding
2 the anticipated length of the assignment and duty requirements. Volunteers will then be
3 requested for such assignment. Employees on a current promotional roster will be given
4 the first right of refusal for any temporary assignment.
- 5 25.2.1 In the event two or more employees volunteer, a written and/or oral examination will
6 be administered to select the most qualified person.
- 7 25.2.2 If no employee(s) volunteer(s) for the aforementioned assignment, the Employer
8 may select and assign employees to short-term, thirty (30) day, temporary
9 assignments from the lowest five employee(s) on the seniority list who are not on
10 probationary status. These assignments may run consecutively up to a maximum of
11 120 days (4 individual 30-day assignments.)
- 12 25.3 Employees shall be returned to their regular assignment upon termination of the temporary
13 assignment.
- 14 25.4 Vacation and sick leave accruals and leave balances shall remain unchanged for short -
15 term temporary assignments.
- 16 25.5 For long-term temporary assignments in which an employee's shift status is changed to
17 non-shift, vacation and sick leave accruals and balances shall be converted to the 40-hour
18 rates as outlined in Article 8.10 and Article 9.2.
- 19 25.6 The leave accruals for employees who are serving in long-term temporary assignments and
20 who have their leave balances and accrual rates adjusted pursuant to 25.5 will be restored
21 to previous levels, minus any leave taken during the assignment, upon the employees'
22 return to their regular assignments as outlined in Article 8.10 and Article 9.2.
- 23 25.7 Shift personnel who are temporarily assigned to non-shift assignment due to light duty (on
24 or off duty) or temporary assignment shall receive premium pay as stated in 15.7.1 in lieu of
25 holiday pay during the term of assignment. No employee shall receive both holiday pay
26 and day premium pay.
- 27 25.8 Employees working a temporary assignment shall work a maximum of forty (40) hours per
28 week.
- 29 25.9 When an Officer is on a long-term temporary assignment, an acting officer shall be selected
30 from the current promotional list and assigned to the vacant shift position. All time spent as
31 an acting officer during the period a civil service promotion list is active will be applied to the
32 normal probation period if a promotion occurs under that list.
- 33 25.10 When an employee is assigned to carry out the responsibilities and duties of a higher
34 position or rank for four (4) hours or more, the employee shall be compensated for that time
35 at the rate of pay for the position which is assigned except as provided in Article 22 - Shift
36 Exchange.
- 37 25.11 Long-Term Acting Assignments for Exempt Positions.
- 38 It is recognized that command staff members are expected to perform a different set of duties, and
39 work in an environment that requires significant autonomy. It is expected that a bargaining unit
40 member who temporarily fills an exempt position will fulfill the duties of the position to which they
41 are assigned. During this period, the employee shall not be eligible for callback overtime, but shall
42 instead receive the exempt overtime benefit prorated for the length of time of the assignment.
43 Additionally, the employee is entitled to the rights and benefits of the exempt position they are
44 filling (flex time for after-hours work, take home vehicle if in the local area, etc.). The employee
45 shall retain all rights and privileges afforded the individual under this Agreement with the exception
46 of the following:
- 47 Assistant Chief Fire Prevention

1 25.11.1 In the event the Fire Marshal is absent from duty eight (8) hours or more, but less
2 than thirty-one (31) calendar days, the Chief shall designate an Inspector as
3 Acting Fire Marshal who shall receive additional compensation for working out of
4 classification in the amount of 10% of the Inspector's base rate of pay. This
5 Inspector shall receive standby pay as outlined in Article 24 and fulfill the duties of
6 the Acting Fire Marshal during the absence of the Fire Marshal in accordance with
7 Article 25.11 above.

8 25.11.2 In the event the Fire Marshal is absent from duty thirty-one (31) calendar days or
9 more, the Chief may designate an Inspector as Acting Fire Marshal who shall
10 receive additional compensation for working out of classification in the amount of
11 Grade PS2 Step 2 in the current GSO Salary Schedule. This Inspector shall not
12 receive standby pay as outlined in Article 24 and shall fulfill the duties of the
13 Acting Fire Marshal in accordance with Article 25.11 above during the absence of
14 the Fire Marshal. Alternatively, the Chief may elect to fill the vacancy via other
15 means utilizing personnel outside of the Employer at his/her discretion.

16 Assistant Chief Support Services

17 25.11.3 In the event the Support Services Chief is absent from duty thirty-one (31)
18 calendar days or more, the Chief may designate a qualified bargaining unit
19 member as Acting Assistant Chief – Support Services who shall receive additional
20 compensation for working out of classification in the amount of Grade PS2 Step 2
21 in the current GSO Salary Schedule. The employee shall fulfill the duties of the
22 position during the term of the assignment in accordance with Article 25.11 above.
23 Alternatively, the Chief may elect to fill the vacancy via other means utilizing
24 personnel outside of the City at his/her discretion.

25 Assistant Chief Operations

26 25.11.4 In the event the Operations Chief is absent from duty thirty-one (31) calendar days
27 or more, the Chief may designate a qualified bargaining unit member as Acting
28 Assistant Chief – Operations who shall receive additional compensation for
29 working out of classification in the amount of Grade PS2 Step 3 in the current
30 GSO Salary Schedule. The employee shall fulfill the duties of the position during
31 the term of the assignment in accordance with Article 25.11 above. The
32 Operations Chief, should it be filled from within the bargaining unit, would need to
33 be available on call after hours and be limited to those employees who reside, or
34 arrange to reside during the term of the assignment, within a ten (10) mile radius
35 of the incorporated City limits of the City of Lynnwood. Alternatively, the Chief
36 may elect to fill the vacancy via other means utilizing personnel outside of the City
37 at his/her discretion.

38 **ARTICLE 26 - UNIFORMS**

39
40 26.1 The Employer shall furnish and maintain all required personal protective clothing. Such
41 protective clothing shall remain the property of the Employer and shall be worn only in the
42 performance of Lynnwood Fire Department duties.

43 26.2 Employees assigned to non-shift regular assignment, shall be provided uniforms per the
44 non-shift section of the Uniform Table below only, for the duration of their assignment.

45 26.3 Shift employees shall initially be issued, and then maintain uniforms according to the
46 Uniform Table below. Uniform clothing shall remain the property of the Employer and shall
47 be worn only in the performance of Lynnwood Fire Department duties.

- 1 26.4 All shift employee uniforms shall be laundered at the fire station per department policy.
2 Replacement of worn or unserviceable items shall be made in order to always present a
3 neat and professional appearance. Non-shift employees may either utilize department
4 laundry facilities or launder them at home at their own expense, at their option.
5
6 Worn items provided by the Employer will be exchanged with the Employer on a one-for-
7 one basis with new items upon receipt. The Assistant Chief of Operations shall be
8 responsible for approving the replacement of uniform apparel.
9
- 10 26.5 Accessories required by the Employer shall be provided to the Employee.
11
- 12 26.6 Dress uniforms (Class A) shall be purchased by the Employer at the end of the Employee's
13 probationary period and shall be maintained by, and the property of, the Employer.
14 Provided however, upon an Employee's retirement, the Employer may choose to give that
15 Employee the dress uniform they have used during their service with the City.
16
17 (See next page for Uniform Table)

1 Uniform Table

Uniforms	Non-Shift	Shift
Miscellaneous		
Coat (All-weather)*	1	1
1/4 Zip Sweatshirt	1	1
Sweater Commando-Style (Optional)	1	0
Safety Boots	1	1
Uniform Belt	1	1
Work Out Shorts	2	2
Ball Cap	1	2
Wool Cap	1	1
Dress Uniform		
Class A Tie	1	1
Class A Hat	1	1
Class A Shirt (Uniform-style)	3	0
Class A Shirt (Plain)	1	1
Class A Coat	1	1
Class A Pant	3	1
Class A Shoes	1	1
Work Uniform		
Class B Uniform Shirt (S/S)	0	2
Class B Uniform Pant	0	2
BDU/Coverall	1	Spec. Ops only
Class C Uniform Shirt (Polo)		
Short Sleeve	1	3
Long Sleeve	1	2
Class C Uniform Pant (EMS)	0	3
Department T-shirt		
Short Sleeve	1	3
Long Sleeve	1	2
*Includes a soft-shell liner		

1
2 **ARTICLE 27 - UNION MEETINGS**
3

4 27.1 The Employer agrees to the use of a Fire Station on the first Thursday of each month for
5 holding Union meetings. Meetings will start at 1900 hours and adjourn by 2130. On-duty
6 personnel shall be allowed to attend the meetings, except when unavoidable circumstances
7 require participation in official duties. The Union meeting shall not interfere with emergency
8 duties.
9

10 **ARTICLE 28 - BULLETIN BOARDS**
11

12 28.1 The Employer will locate a bulletin board of reasonable size in each Fire Station to be used
13 exclusively by the Union for posting Union related information.

14 28.2 All materials posted on the Union board must be approved by the Union President, and
15 shall be non-offensive to the general public.
16

17 **ARTICLE 29 - OUTSIDE EMPLOYMENT**
18

19 29.1 No employee shall engage in any outside employment that violates the provisions of the
20 Lynnwood ethics code. Any employee uncertain of whether a particular employment would
21 be in violation of the ethics code should seek an interpretation through the Fire Chief or
22 Mayor's Office.
23

24 **ARTICLE 30 - FIREFIGHTER/PARAMEDICS**
25

26 30.1 The provisions of this Article shall supersede any other provision of this Agreement in the
27 event of a conflict.

28 30.1.1 It is the expressed intent of the Employer to provide paramedic training to it's
29 firefighters who meet the minimum qualifications as outlined in the test
30 announcement, and who are selected for these training opportunities by competitive
31 internal civil service testing. Promotional opportunities will first be offered to eligible
32 internal candidates. This in no way shall prevent the Employer from hiring a
33 qualified lateral-entry Firefighter/Paramedic in the event that vacancies exist within
34 the Department and there are insufficient eligible internal candidates, or the
35 available number of current qualified City of Lynnwood Firefighter/Paramedics
36 assigned to shift drops to 10 or fewer, provided no internal candidates are currently
37 enrolled in paramedic school.

38 30.2 Mandatory Overtime. The Employer may require mandatory overtime for
39 Firefighter/Paramedics to meet the staffing needs of each in-service Lynnwood Fire
40 Department Medic Unit as long as a reasonable effort has been made to meet
41 Firefighter/Paramedic staffing using the department's voluntary overtime staffing system.

42 30.3 Paramedic Certification.

43 a. As a condition of employment, Firefighter/Paramedics shall maintain current
44 certification from the State of Washington Department of Health, EMS, Trauma
45 Systems as an EMT-Paramedic, and meet the local standards established by the
46 Snohomish County Medical Control Director.

- 1 b. All regular salary, books, tuition, instructor fees, materials, and licensing fees that
2 are required for initial State certification and to meet local standards will be provided
3 by the Employer for those candidates enrolled in the qualified Paramedic training
4 program.
- 5 c. Mileage reimbursement at the current federal rate will be paid to participants of
6 training in addition to regular salary. This will be paid bi-weekly and calculated at 30
7 miles/trip x 5 trips/wk. It is understood that this is the total reimbursement for
8 mileage during duration of training period.
- 9 d. Firefighters assigned to paramedic training program will be assigned to training and
10 there will be no reduction in wages or benefits. It is understood that there will be
11 variable schedules during the phases of the paramedic-training program and no
12 overtime related to training will be paid to participants unless mandatory
13 assignments in excess of 96-hours/pay period are required. Informal, non-
14 mandatory study groups, individual study and other like activities are not included
15 for purposes of compensation hour's calculations.

16 30.4 Paramedic Recertification.

- 17 a. As a condition of employment, Medics shall maintain current certification from the
18 State of Washington Department of Health, EMS, Trauma Systems as an EMT-
19 Paramedic, and meet the local standards established by the Snohomish County
20 Medical Control Director.
- 21 b. All books, tuition, instructor fees, materials, and licensing fees that are required for
22 State re-certification and to meet local standards will be provided by the Employer
23 except as set forth below in Section e.
- 24 c. The Employer shall make available to Medics, either on duty or at the overtime rate
25 of pay, all training required to maintain certification up to State and local standards
26 except as set forth below in Section e.
- 27 d. Medics having difficulty maintaining State Certification or meeting local standards
28 will be given counseling, additional on-duty time and/or reasonable support needed
29 to maintain certification on Employer time except as set forth below in Section e.
- 30 e. Medics failing re-certification or to meet the local standard are placed on leave
31 without pay until they become re-certified and meet the local standard on their own
32 time and at their own expense. After 90 days without certification, the Medic will be
33 laid off.

34 30.5 Firefighter/Paramedic FTO. A Firefighter/Paramedic with a minimum of four (4) years of
35 experience as a Paramedic selected by the Fire Chief or his designee shall serve as a Field
36 Training Officer (FTO) for the purpose of mentoring, supervising, training and evaluating the
37 ALS skills of a new Firefighter/Paramedic. The FTO shall receive a five percent (5%)
38 premium pay above their regular base rate of pay, as shown in Appendix A as
39 compensation for the FTO duties and responsibilities. All paramedics desiring to participate
40 as an FTO shall be knowledgeable of the training program goals and objectives provided in
41 the Paramedic Internship Manual and Snohomish County EMS Protocols. Information and
42 materials necessary to meet this responsibility shall be provided by the Fire Chief or his
43 designee.

44 30.6 Paramedic/Firefighter Eligibility for Firefighter Position. Should a Firefighter position within
45 the fire department become vacant, a Firefighter/Paramedic shall maintain their
46 employment with the City of Lynnwood in the vacant Firefighter position subject to the
47 following provisions as applicable to the particular employee:

48 30.6.1 Firefighters internally promoted to the position of Firefighter/Paramedic and trained
49 at Employer expense; and have continuously maintained their position as a

1 Firefighter/Paramedic within the Lynnwood Fire Department for at least four (4)
2 years from the date of initial certification and have met the requirements of 30.6.2;

3 30.6.2 The Firefighter/Paramedic has not failed to obtain their re-certification or failed to
4 maintain local standards as a result of neglect, or failure to co-operate with the
5 Employer, including the taking of advantage of the opportunities offered the
6 employee by Article 30.4 subsections (d) and (e) above;

7 30.6.3 In addition to the applicable provision(s) above, all requests for voluntary demotion
8 to the rank of Firefighter will be governed by the following provisions:

- 9 a. Requests must be submitted between January 1 and March 31.
- 10 b. In the event that a qualified employee would be granted a voluntary
11 demotion, the needs of the Employer may delay the implementation of the
12 request. This delay shall not exceed eighteen (18) month unless by mutual
13 agreement.
- 14 c. The request shall be approved or denied within twenty (20) business days
15 and if granted, the anticipated date of demotion will be forwarded to the
16 requester.

17 30.7 Service requirement prior to promotion.

18 30.7.1 Firefighter/Paramedics subject to 30.6.1 would serve a minimum of four (4) years
19 from the date of initial certification prior to being eligible for promotion to any other
20 position.

21 30.8 Reimbursement. Firefighter/Paramedics who are trained as paramedics at the Employers'
22 expense who voluntarily terminate employment with the City prior to completing four (4)
23 years of continuous service in the Firefighter/Paramedic position, shall reimburse the
24 Employer for expenses listed in 30.3 (b) related to initial training with the exception of
25 regular salary. Reimbursement will be prorated at twenty-five (25)% per year of
26 uncompleted paramedic service requirement and deducted from employee's final paycheck
27 and/or severance pay. Any additional amount owed will be the employees' responsibility
28 and must be paid to the Employer within sixty (60) calendar days. Any employee offered
29 Paramedic Training at the expense of the City shall sign a written agreement to the terms of
30 this paragraph prior to the start of training.
31

32 **ARTICLE 31 - JOINT LABOR MANAGEMENT COMMITTEE**

33
34 31.1 The Union and the Employer agree to maintain and actively engage in a Joint
35 Labor/Management Relations Committee. The Joint Labor/Management Committee shall
36 ensure all Bureaus/Divisions are represented. The Committee shall be comprised of a
37 balance of representation from the Union and the Employer. The representation from the
38 Union and the Employer shall not exceed four (4) members from each side.

39 31.2 The Committee shall convene on at least a quarterly basis at a location designated by the
40 Fire Chief. The meetings shall be scheduled during regular business hours. Union
41 members attending off-duty shall be compensated at overtime rates not to exceed three (3)
42 hours.

43 31.3 Departmental Standard Operating Procedures (SOPs) shall be reviewed, through the Joint
44 Labor/Management Committee prior to implementation by the Fire Chief.

45 31.4 All committee members may engage in frank, open and courteous discussion.

46 31.5 The Fire Chief and the Union President shall be co-chairs of the Labor/Management
47 Committee. Sub-committees will be made as appropriate.
48
49

1 **ARTICLE 32 - PROMOTIONS AND TESTING**

2
3 32.1 Standards:

4 32.1.1 All placements on eligibility lists for promotions to positions within the bargaining unit
5 shall be determined by open competitive examination. Bargaining unit personnel will
6 first be provided the opportunity to compete for such positions. In the event the
7 Employer does not receive applications from at least three (3) qualified candidates,
8 the Employer may choose to recruit externally to develop a sufficient list.

9 32.1.2 Examinations shall fairly, objectively and comprehensively test each candidate's
10 qualifications for the position. Said examination shall be relevant to the position. A
11 list of study materials serving as a basis for each promotional examination shall be
12 posted conspicuously no less than 60 days prior to the examination. At least one
13 set of test study materials will be provided by the Employer at each fire station for in-
14 house use.

15 32.2 Testing:

16 32.2.1 Examinations shall be administered by the Chief Examiner of the Civil Service
17 Commission or his/her designee. Each examination process shall consist of a
18 written portion (consisting of a standardized written test appropriate for the
19 rank/position, structured resume, or a written essay test customized for the
20 department) constituting forty percent (40%) of the total score and an oral portion
21 (consisting of an assessment center process or an oral board examination
22 appropriate for the rank/position) constituting sixty percent (60%) of the total score.
23 A minimum score of seventy percent (70%) on each portion must be attained to be
24 placed on a promotional eligibility list.

25 32.2.2 The total combined cumulative score as weighted in Article 32.2.1 above for each
26 employee shall create the eligibility list for promotion. The eligibility list shall
27 proceed from the highest-ranking score to the lowest ranking score. In the event
28 that less than three (3) qualified candidates successfully pass the written portion of
29 the promotional testing process, the Employer may choose to waive the
30 Assessment Center or Oral Board Examination portion of the promotional testing
31 process.

32 32.2.3 A promotional eligibility list shall remain current for a period of twelve (12) months
33 after the certification of the eligibility list by the Civil Service Commission. The list
34 may be declared invalid at any time if there are less than three qualified candidates
35 remaining. In the event that the Fire Chief intends to invalidate a qualifying list, the
36 Union President shall be notified in writing, stating the reason for invalidation. The
37 list may also be extended for up to an additional twelve (12) months by the Civil
38 Service Commission at the request of the Fire Chief.

39 32.3 The Employer shall maintain a current civil service promotional list for the purpose of long
40 term acting officers and immediate promotional opportunities.

41
42 **ARTICLE 33 - LINE OF PROGRESSION**

43
44 33.1 Vacant bargaining unit positions within the Lynnwood Fire Department are intended to be
45 filled by qualified, interested internal candidates where possible. The Employer shall
46 ensure that only qualified candidates are placed in all positions within the bargaining unit.
47 In the event that three (3) or more qualified applications are not submitted, Article 32.1.1
48 states that the Employer may choose to recruit externally as well, and the qualifications will

1 be amended by the Employer to reflect the new qualifications. Qualifications for
2 examinations where three (3) or more qualified internal applications as outlined in Article
3 32.1.1 are received shall be:

4 33.1.2 Service requirement for promotion: Employees are required to have served a
5 minimum of five (5) years in the City of Lynnwood Fire Department at the rank of Firefighter
6 or above, prior to being eligible for promotion to any other position.

7 POSITION/QUALIFICATIONS

8 **Firefighter/Paramedic**

9 City of Lynnwood Firefighter/EMT at the D Step Salary Classification.

10 **Fire Inspector**

11 Five (5) years continuous service as a City of Lynnwood Firefighter/EMT. AA Degree in an
12 approved field of study as outlined in Article 20 preferred, with at least 45 approved credit hours
13 required.

14 **Medical Services Officer (MSO)**

15 Five (5) years continuous service as a City of Lynnwood Firefighter/Paramedic and a qualified field
16 training officer as outlined in Article 30.5. AA/AS Degree in an approved field of study as outlined
17 in Article 20 preferred, with at least 45 approved credit hours required.

18 **Fire Captain**

19 Five (5) years continuous service as a City of Lynnwood Firefighter/EMT. Completion of the
20 Department's Acting Officer Program. AA/AS Degree in an approved field of study as outlined in
21 Article 20 preferred, with at least 45 approved credit hours required.

22 **Battalion Chief**

23 Five (5) years continuous service as a City of Lynnwood Fire Captain. AA/AS Degree in an
24 approved field of study as outlined in Article 20, with a BA/BS preferred.

25 33.2 Any change to minimum qualifications for internal examinations shall be by mutual
26 agreement only, and will be made on a test-by-test basis and not constitute a past practice.
27

28 33.3 Subject to approval by the Lynnwood City Council, the Fire Department will seek to
29 establish Shift Battalion Chiefs (BCs). If Shift BCs are approved by the City Council, the
30 parties will recognize Battalion Chiefs as a supervisory bargaining unit represented by IAFF
31 Local 1984.
32

33 **ARTICLE 34 - NON-DISCRIMINATION**

34
35 34.1 No employee shall be discriminated against for upholding Union principles and any
36 employee who works under instructions of the Union, or who serves on a committee shall
37 not lose their job or be discriminated against for this reason. However, such activities shall
38 not interfere with the employee's duties. The Union agrees not to discriminate against any
39 employee of the City for failure to join the Union.
40

41 **ARTICLE 35 - DRUG AND ALCOHOL TESTING**

42
43 35.1 General: The Employer and Union recognize that prohibited drugs and alcohol use by
44 employees would be a threat to the public welfare and to the safety of department
45 personnel. It is the goal of the parties to prevent drug and alcohol use in the work place
46 through the rules and procedures agreed to in this Article. However, it is agreed that:

- 1 35.1.1 The use and possession of drugs and alcohol at the work place by all employees is
2 prohibited unless authorized according to this policy. Employees shall not be
3 impaired by the use of alcohol or drugs at the work place.
- 4 35.1.2 All employees shall behave in conformance with the requirements established under
5 the Drug Free Work Place Act of 1988.
- 6 35.1.3 Employees may possess and use both currently prescribed prescription and non-
7 prescription drugs at the work place provided the drug does not compromise the
8 employee's ability to safely and competently perform the employee's job duties.
9 Employees shall notify their immediate supervisor of their use of prescription or non-
10 prescription drugs that list's drowsiness or other side effects that may affect
11 employee performance.
- 12 35.1.4 Employees who engage in the illegal use of drugs or alcohol in violation of this
13 policy will be held to the same qualification standards for employment or job
14 performance and behavior to which the entity holds it's other employees, even if any
15 unsatisfactory performance or behavior is related to the employee's use of drugs or
16 alcohol.
- 17 35.2 Employees shall be informed of this policy by the Employer and given an opportunity to ask
18 questions concerning compliance. New employees will be provided with this information at
19 the time they are hired.
- 20 35.3 Employees shall not be subjected to random drug and/or alcohol testing. If specific
21 objective facts along with reasonable cause, leads two or more City administrative and/or
22 supervisory employees to believe that another employee is impaired by the use of drugs or
23 alcohol while on the job and his/her performance would be impaired, then the Employer
24 may require the employee to undergo a drug and alcohol test, as provided herein. Objective
25 facts may be derived from direct observation of the use, possession or impairment; a
26 pattern of abnormal conduct or erratic behavior; an arrest or conviction for a drug related
27 offense, or the identification of an employee as the focus of a criminal investigation into
28 illegal drug possession, use or distribution; or that there is newly discovered evidence that
29 an employee has tampered with a previous drug test. The employee has the right to have a
30 Union representative or Union member designee present during the employee's submission
31 to the testing process, provided this request does not unreasonably delay the testing
32 process. The employee will be required to sign a consent form for the testing process. A
33 refusal to sign the consent form for a test, as specified in this Article after the Employer
34 provides the employee in writing the basis for the Employer's reasonable suspicion, may be
35 grounds for disciplinary action, including termination. A determination of reasonable
36 suspicion made by the Employer may be challenged through the grievance process. A
37 supervisor shall transport the employee to the testing facility and following the test, to the
38 employee's residence if within sixty (60) miles of Station 15 or back to Station 15 for
39 employee arranged transportation. The employee will be placed on paid sick leave status
40 until the test results are known. If the employee does not have any sick leave available, the
41 employee will be placed on paid administrative leave status and paid as if he or she was
42 normally at work. If the results are negative, the employees time will be charged as paid
43 administrative leave and his or her sick leave will be re-instated. The records, results, and
44 referrals will be handled strictly in a confidential manner.
- 45 35.4 Employees who voluntarily come forward and ask for assistance to deal with a drug or
46 alcohol problem will not be disciplined by the Employer, unless they refuse the Employee
47 Assistance Program's (EAP) reasonable opportunity for rehabilitative assistance or fail to
48 successfully complete the rehabilitative program. If, within two (2) years following an
49 employee's voluntary request for such assistance, the same employee is referred to testing

- 1 under the provisions of Article 35.3 and tests positive, the Employer may also use
2 disciplinary action in accordance with the terms of the Agreement.
- 3 35.5 The testing of urine samples shall be performed by a SAMHSA certified laboratory.
4 Collection of the sample shall follow SAMHSA collection guidelines and take place at a
5 collection site following SAMHSA guidelines. Samples collected after regular working hours
6 and on weekends will be taken to the mutually agreed upon SAMHSA-qualified facility. The
7 collection of samples, regarding security, freedom from adulteration, and chain of custody,
8 shall be conducted in a manner consistent with the SAMHSA standards. Employees shall
9 not be witnessed while submitting a urine sample. If the SAMHSA standards, rules, or
10 procedures are breached or violated, the results of the test will be negative.
- 11 35.6 The laboratory shall test for the classes of drugs listed in the SAMHSA standards, using the
12 listed initial and confirmation cut-off levels for positive readings. The initial testing shall use
13 the immunoassay method. All specimens identified as positive on the initial test shall be
14 confirmed using the gas chromatography/mass spectrometry (GC/MS) technique.
- 15 35.7 A split sample shall be secured with each sample collection. The split will be preserved in a
16 manner prescribed by the SAMHSA standards. In the event of a positive test result, the
17 employee has the right to submit the reserve portion of the split sample to an independent
18 laboratory for further confirmation testing. Confirmation testing of the split sample must be
19 done in accordance with the processes and standards, as specified above. Split samples
20 from positive tests shall be retained by the laboratory for at least one (1) year or for the
21 duration of any grievance or legal proceedings before destruction of the sample.
- 22 35.8 A breathalyzer may be used to test for alcohol use. The test shall be conducted on test
23 equipment by an individual, both of which must be certified by the Washington State Patrol
24 and follow their testing standards and related state legal requirements. If the test is
25 conducted by an individual known by the employee, the test must be witnessed by another
26 qualified individual. A positive blood alcohol test by this method shall be .04% or more.
- 27 35.9 A blood alcohol test may also be used to test for the amount of alcohol in the blood stream.
28 The test shall be conducted by a Washington State qualified medical laboratory or hospital.
29 Test samples, including split samples, shall be treated with the same degree of security and
30 shall use the same chain of custody procedures as provided in the Washington
31 Administrative Code (WAC) by the Washington State Patrol for blood alcohol testing. Test
32 results shall be considered positive when the blood alcohol exceeds .04% or more. Test
33 results below .04% shall be considered negative.
- 34 35.10 The medical review physician shall meet the definition for a "MRO" in the SAMHSA
35 guidelines and be a licensed physician with a knowledge of substance abuse disorders.
36 The medical review physician shall be familiar with the characteristics of the test (sensitivity,
37 specificity, and predictive value), the laboratory running the test, and the medical conditions
38 and exposures of the employees. The role of the medical review physician will be to review
39 and interpret the drug test results. The physician must examine alternate medical
40 explanations for any positive test results. This action shall include conducting a medical
41 interview with the affected employee, a review of the employee's medical history and any
42 other relevant biomedical factors presented to the MRO by the employee. The medical
43 review physician shall conduct his or her review in full accordance with the SAMHSA
44 standards. The physician shall determine whether the test results are valid or invalid and
45 shall notify the Employer and the employee of his or her decision.
- 46 35.11 The employee's test results will be treated as confidential by the Employer. The Employer
47 shall pay for the cost of the initial testing, including the physician. If the employee elects to
48 have the split sample tested, the employee will pay for the cost of that test. However, if, as
49 a result of the split sample test, it can be proven that the initial test resulted in a false

1 positive, then the Employer shall reimburse the employee the cost of the split sample test. If
2 either the initial or subsequent split samples test negative, the laboratory will notify the
3 Employer. As soon as possible, the Employer will notify the employee of the negative
4 results, clear the employee of the drug and/or alcohol charges, and immediately discard the
5 test results.

6 Any employee, who tests positive for the illegal use of drugs or alcohol, will be referred to
7 the Employer's Employee Assistance Program (EAP). The Employer will provide assistance
8 to the extent covered by the Employer's employee benefit and leave policies unless the
9 employee is discharged from employment based on the severity of the employee's violation
10 of this policy. Discipline, if any is taken, will consider the employee's participation, if any, in
11 the EAP's recommended rehabilitation program and the severity of any violations of this
12 policy committed by the employee.

13 35.12 Employees who complete a rehabilitation program and return to work, may be tested under
14 the provisions of paragraph 35.3 of this policy. Any employee who tests positive again,
15 within two (2) years of completing the rehabilitation program, will be subject to the
16 appropriate progressive disciplinary action considering the severity of the employee's
17 violations of this policy. Employees, who complete the rehabilitation program and are
18 released for active duty, will be returned to their normal duty assignment. After three (3)
19 years without any further drug and/or alcohol violations, the employee's past related offense
20 cannot be considered by the Employer in any progressive disciplinary action. Records of
21 the violation will be removed from the employee's personnel file and sealed from the
22 supervisor's review immediately upon reaching the end of the three (3) year period.

23 35.13 The Union shall be held harmless and indemnified, including the costs for reasonable
24 attorney's fees, for the violation of any employee's rights by the Employer arising from the
25 administration of the testing process.

26 35.14 The SAMHSA standards that are referenced in this Agreement are contained in the Federal
27 Register, Department of Health and Human Services, Alcohol, Drug Abuse, and Mental
28 Health Administration, dated 10-01-98. Should these standards be updated or changed
29 during the life of this Agreement, the Employer and Union agree that the provisions of
30 Article 35 shall be based upon the latest SAMHSA standards in effect.
31

32 **ARTICLE 36 - MEDICAL EXAMS**

33
34 36.1 Employees shall undergo such medical examinations as required by State or Federal
35 regulations.

36 36.2 If the examining physician finds an employee unfit for duty, as defined by State or Federal
37 regulations, the physician shall give the employee written notice of the findings to include
38 what specific activity cannot be performed and why.

39 36.3 Within 30 days of notification of initial examination results, employees may seek additional
40 opinions from other licensed physicians in the State of Washington. Costs for additional
41 opinions shall be borne by the employee unless covered by insurance.

42 36.4 If an employee is unable to acquire a physician's certification of fitness for duty under State
43 or Federal regulations, the Union, employee and Employer shall collectively pursue
44 measures to insure the employee's continued employment within the restrictions provided
45 by the physician.

46 36.5 No employee shall be terminated when other solutions are available.

47 36.6 The cost of the physicals, required by State and Federal regulations, shall be paid by the
48 Employer. The examination results shall be confidential between the employee and the

1 physician, except that the Employer shall be notified of compliance with State and Federal
2 regulations, as required in the regulations.

3 36.7 In addition to the above examination, the Employer shall pay for an annual physical exam
4 for each active duty Employee who voluntarily submits to the examination. The Union will
5 support 100% participation by its members. The medical exams will be bi-annual for those
6 under the age of 45 years and annually for those 45 years and older. Any member under
7 the age of 45 years who wishes to have an annual medical exam may do so. No medical
8 information or certification shall be sent to the Employer unless required by State or Federal
9 statutes.

10 36.8 Such annual examinations shall include, as appropriate, an interval history, general
11 physical exam, prostate exam, mammogram, pap-smear, blood screening, colorectal test,
12 sigmoidoscopy, blood count, urinalysis, 15 chemistry profile, chest x-ray, EKG, stress EKG,
13 hearing test, and other procedures as agreed upon by the Union and the Employer.

14 36.9 The physician/clinic used for the annual examination shall be selected by mutual agreement
15 between the Union and the Employer.

16 36.10 The annual examination shall be confidential between the employee and physician, and
17 shall include a follow-up consultation with the physician.

18 36.11 The parties will continue to discuss medical screening as part of the Labor Management
19 process. If an agreement is reached, the parties will add it as a written addendum to this
20 Agreement.

21 22 **ARTICLE 37 - SAVINGS CLAUSE**

23
24 37.1 It is the intention of the parties hereto to comply with all applicable provisions of the State or
25 Federal Law and they believe that each and every part of this contract is lawful. All
26 provisions of this contract shall be complied with unless any of such provisions shall be
27 declared invalid or inoperative by a court of final jurisdiction. In such event either party may
28 request renegotiations of such invalid provisions for the purpose of adequate and lawful
29 replacement hereof, provided, however, that such findings shall have no effect whatsoever
30 on the balance of this agreement.
31

32 **ARTICLE 38 - ANNEXATION**

33
34 38.1 The City and Union jointly support regionalization and recognize the inherent concerns of
35 both management and labor regarding treatment of bargaining unit members from agencies
36 that might merge, consolidate or be annexed into the City.

37 38.2 IAFF members from agencies affected by merger, annexation or consolidation by the City
38 will be appropriately placed on the seniority roster by the process of "full dovetail".

39 38.3 No additional testing shall be required by members identified in 38.2 to transfer employment
40 to the City. Probationary periods will transfer intact, if applicable, to a transferring member,
41 however, no additional probationary periods will be imposed by the City. Non-probationary
42 transferring members may only be demoted or disciplined as outlined in Article 17 –
43 Discipline.
44
45
46
47

1 **ARTICLE 39 - AUTOMATIC VEHICLE LOCATOR (AVL)**

2
3 Recognizing that SNOCOM communications dispatch center plans to implement Auto Vehicle
4 Locator (AVL) technology throughout its communication system, the City and IAFF Local 1984
5 mutually agree not to use AVL data without cause for disciplinary investigations or actions. AVL
6 equipment may be used for computer-aided dispatch, mapping, proximity based routing,
7 incident/accident investigation, training, service planning, system performance monitoring,
8 complaint resolution, criminal investigations, and as part of follow-up to corrective action. AVL
9 equipment will not be randomly used to monitor employee performance without just cause.
10

11 **ARTICLE 40 – WA STATE FIRE SERVICE MOBILIZATION**

12
13 40.1 At the Fire Chief’s discretion, non-probationary status IAFF Local 1984 (Local 1984)
14 members may volunteer to participate in Washington State Fire Service Mobilization as
15 defined within RCW 43.43.960-975.
16

17 40.2 Local 1984 members who volunteer and are dispatched in response to a Washington State
18 Fire Service Mobilization may fill any position where they are fully qualified.
19

20 40.3 The City of Lynnwood agrees that an employer/employee relationship continues to exist for
21 Local 1984 members who voluntarily participate in a Washington State Fire Service
22 Mobilization as it relates to illness, injury or death.
23

24 40.4 Compensation and Definitions:
25

26 40.4.1 Rate: Local 1984 members voluntarily mobilized as part of a Washington State
27 Fire Service Mobilization shall be compensated at their current normal hourly rate
28 and overtime rate as specified within the Collective Bargaining Agreement between
29 the City of Lynnwood and Local 1984 for qualifying hours.
30

31 40.4.2 Qualifying Hours: Local 1984 members voluntarily mobilized will be compensated
32 for hours qualifying for compensation / reimbursement per the current **Wage &**
33 **Equipment Rates for the Washington State Fire Service**, from the **Washington**
34 **State Fire Services Resource Mobilization Plan**.
35

36 40.4.3 Definitions or calculation of hours considered Compensable Time and Non-
37 Compensable Time: If any provision or the application of any provision of the
38 current **Wage & Equipment Rates for the Washington State Fire Service** or
39 **Washington State Fire Services Resource Mobilization Plan** shall be modified,
40 or rendered or declared invalid by court action or subsequently enacted legislation,
41 the parties shall, in a timely manner, amend the affected provision or provisions
42 only, and all remaining provisions of this agreement shall remain in full force and
43 effect.
44

45 40.5 The Fire Chief retains the option of sending replacement crew(s) and/or recalling mobilized
46 personnel.
47

48 40.6 The intent of the City of Lynnwood is to maintain station staffing during a Washington State
49 Fire Service mobilization.

1
2 **ARTICLE 41 – LAYOFF AND RECALL**
3

4 41.1 The Employer reserves the right to lay-off for lack of work or funds, or the occurrence of
5 conditions beyond the control of the Employer. Should the Employer determine that
6 conditions require a reduction in force, the following shall apply:

7 41.1.1 The Employer shall notify the Union President in writing within ten (10) calendar
8 days of the decision to lay-off. This notification allows the Union to request to
9 bargain the impacts and effects of the layoff decision.

10 41.1.2 The Employer shall notify affected personnel no less than thirty (30) calendar days
11 prior the effective date of any layoff.

12 41.1.3 Personnel with the lowest seniority (by date of hire as a full-time, regular status
13 employee) shall be laid off first. In the event personnel have the same date of hire,
14 layoff shall be determined by final entry-level test scores, with the employee having
15 the lowest test score laid off first.

16 41.1.4 Any employee(s) laid off in accordance with this Article shall have the right to
17 continue insurance coverage at their expense in accordance with applicable federal
18 and state law. The Employer will pay the first full month's coverage following the
19 date of layoff.

20 41.1.5 Employees laid off shall be placed on an eligibility list for recall in reverse order of
21 layoff. This eligibility list for recall shall be in effect for a period of two (2) years from
22 the date of layoff, or until the list is exhausted, whichever occurs first.

23
24 **ARTICLE 42 - DURATION**
25

26 42.1 This Agreement will be effective as of January 1, 2016 and shall remain in full force and
27 effect until December 31, 2017. The agreement expressed herein in writing constitutes the
28 entire agreement between the parties and no oral statement shall add to or supersede any
29 of its provisions.

30 42.2 This Agreement may be subject to change or modification as may be mutually agreed upon
31 by both parties hereto.

32
33 IN WITNESS THEREOF, we hereunto attach our signatures this 4th day of March, 2016
34
35

36 CITY OF LYNNWOOD

37
38 By: N. Smith
39 Nicola Smith, Mayor
40

41
42 By: Sonja Springer
43 Sonja Springer
44 Finance Director
45
46

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS LOCAL 1984

By: Scott DiBenedetto
Scott DiBenedetto, President

By: Phil Pons
Phil Pons, Secretary/Treasurer

APPENDIX A – SALARY SCHEDULE

Effective January 2, 2016						
Rank	Step			Increase: 2.25%		
				Bi-weekly	Monthly	Annual
Firefighter	A			2,796.08	6,058	72,698
	B			3,033.76	6,573	78,878
	C			3,156.41	6,839	82,067
	D	100%		3,304.48	7,160	85,916
Firefighter/Paramedic	A	110%	Of Step A FF	3,075.69	6,664	79,968
	B	112%	Of Step B FF	3,397.81	7,362	88,343
	C	112%	Of Step C FF	3,535.18	7,660	91,915
	D	112%	Of Step D FF	3,701.02	8,019	96,227
Inspector	C	110%	Of Step D FF	3,634.93	7,876	94,508
	D	115%	Of Step D FF	3,800.15	8,234	98,804
Captain	C	110%	Of Step D FF	3,634.93	7,876	94,508
	D	117%	Of Step D FF	3,866.24	8,377	100,522
Medical Services Officer	C	119%	Of Step D FF	3,932.33	8,520	102,241
	D	122%	Of Step D FF	4,031.47	8,735	104,818
Battalion Chief	C	127%	Of Step D FF	4,196.69	9,093	109,114
	D	133%	Of Step D FF	4,394.96	9,522	114,269

Effective January 1, 2017						
Rank	Step			Increase: 2.25%		
				Bi-weekly	Monthly	Annual
Firefighter	A			2,858.99	6,194	74,334
	B			3,102.02	6,721	80,653
	C			3,227.43	6,993	83,913
	D	100%		3,378.83	7,321	87,850
Firefighter/Paramedic	A	110%	Of Step A FF	3,144.89	6,814	81,767
	B	112%	Of Step B FF	3,474.26	7,528	90,331
	C	112%	Of Step C FF	3,614.72	7,832	93,983
	D	112%	Of Step D FF	3,784.29	8,199	98,392
Inspector	C	110%	Of Step D FF	3,716.71	8,053	96,634
	D	115%	Of Step D FF	3,885.65	8,419	101,027
Captain	C	110%	Of Step D FF	3,716.71	8,053	96,634
	D	117%	Of Step D FF	3,953.23	8,565	102,784
Medical Services Officer	C	119%	Of Step D FF	4,020.81	8,712	104,541
	D	122%	Of Step D FF	4,122.17	8,931	107,176
Battalion Chief	C	127%	Of Step D FF	4,291.11	9,297	111,569
	D	133%	Of Step D FF	4,493.84	9,737	116,840

APPENDIX B – COMPUTATIONS APPENDIX

Overtime Calculation

For Shift Personnel: (Bi-weekly: Base Wage + Education + Longevity + Special Ops pay + Program Specialist pay / 96 hours) x 1.5 = OT hourly rate

For Non-Shift Personnel: (Bi-weekly: Base Wage + Education + Longevity + Special Ops pay + Day Premium pay / 80) x 1.5 = OT hourly rate

Holidays

Number of City Holidays = 11

Holiday Formula for Shift Personnel

Holidays x 24 Hours / 3 Shifts = 88 Hours

88 Hours x 1.5 OT = 132 Total Hours

132 Total Hours / 26 Pay Periods = 5.08 Hours per Bi-weekly Pay Period

Standby Pay

One (1) hour x Regular Hourly Rate per Evening Standby

Four (4) hours x Regular Hourly Rate per Weekend Standby

On the day of a Holiday: One (1) hour x Overtime Hourly Rate per Evening Standby

Program Specialist Pay

Base Wage + 1.5%

Special Operations Pay

Base Wage + 2%

FTO Premium Pay

Base Wage + 5%

Day Shift Premium Pay

Base Wage + 5%

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MEMORANDUM OF UNDERSTANDING

CITY OF LYNNWOOD
and
LOCAL 1984
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

January 1, 2016

13
14 The parties to this memorandum of understanding (MOU) are the City of Lynnwood,
15 Washington and Local 1984 of the International Association of Firefighters.

16
17 This MOU modifies the 2016-2017 Collective Bargaining Agreement (CBA) between the
18 Employer and the Union and serves to clarify Article 15 – Wages. The intent of this
19 MOU is to allow a Bargaining unit member the opportunity to expand their Command
20 and Control capabilities. The Duty Chief assignment and pay may be rotated among
21 Lynnwood Fire Captains as determined by the Fire Chief.

22
24 The role of "Duty Chief" is limited in scope and practice and serves as a place
25 holder for the possibility of Battalion Chiefs that may be negotiated in the future. The
26 parties agree that the "Duty Chief" position will be evaluated and monitored in Labor
27 Management.

28
29 **Roles and Responsibilities**

30
31 The primary role of the Duty Chief is to Respond for Command and Control
32 to Incidents which may include Motor Vehicle Collisions, Technical Rescue,
33 Hazardous Materials and Fires.

34
35 Provide reports to the Fire Chief on all important matters, including the status
36 of emergency situations occurring on assigned shift.

37
38 May serve as liaison or representative of the department with other City
39 departments, outside agencies, groups, businesses and private citizens.

40
41 Coordinates shift changes, shift trades, vacations and training to ensure
42 continuity of daily operations.

43
44 Confers, coordinates and works with other command staff and the Fire
45 Captains on shift, other city department personnel and as necessary,
46 coordinates with other fire agencies Battalion Chiefs and command staff

47
48 Performs other department related activities and program oversight as
49 assigned by the Assistant Chief.
50

1 **Summary**

2
3 It is understood that the Duty Chief will not be tasked with discipline matters,
4 evaluations and other assigned duties that would normally be contained
5 within a complete job description of a Battalion Chief. This MOU is intended
6 to have the Duty Chief serve primarily as Command and Control at
7 emergency scenes (The Radio Unit Designator will be B15) with other duties
8 listed above.
9

10
11
12
13 **ARTICLE 15.5**
14 **WAGES**
15

16 **DUTY CHIEF**

17 15.5 The base pay at which a Duty Chief shall be compensated is listed below and
18 is based on the 2016 salary rate.
19

20 The Duty Chief will be paid at a rate of 127% above Top Step Firefighter
21 Rate regardless of the assigned shift. Duty Chiefs rotated back to Captain
22 will be paid the appropriate Captain pay rate.
23

Effective Date

This MOU is effective and retroactive to January 1, 2016. This MOU will remain in effect through December 31, 2016, unless extended in writing for one additional year by mutual written agreement between the parties.

25
26 
27 _____
28 Nicola Smith, Mayor
29



Scott DiBenedetto, President L1984