AGREEMENT

BY AND BETWEEN

CITY OF LYNNWOOD

Hereinafter referred to as the Employer

AND

LYNNWOOD PROFESSIONAL FIREFIGHTERS LOCAL 1984

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS

Hereinafter referred to as the Union

Effective January 1, 2013

through

December 31, 2015

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

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

ARTICLE 2 - UNION MEMBERSHIP

2.1 It shall be a condition of employment that all employees covered by this agreement who are members of the Union in good standing on the effective date of this agreement shall remain members in good standing and those who are not members on the effective date of this agreement shall, on the 30th day following the effective date of this agreement, become and remain members in good standing in the Union for a period of not less than one (1) year after completing the probationary period except that during the probationary period Union membership shall be at the option of the employee.

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

2.2 Employees may withdraw from the Union within a period of thirty (30) days following the successful completion of the probationary period and the required one (1) year union membership as stipulated in Paragraph 2.1 above.

2.3 Employees choosing not to withdraw from the Union during the stipulated time period shall remain members of the Union as long as they are part of the bargaining unit or up to the maximum permitted by law.

2.4 Employees covered by this agreement but choosing not to be a member of the Union shall pay to the Union a service charge equivalent to monthly Union dues and assessments, limited to those levied against the total membership. This service charge shall be withheld in the same payroll deduction method as Union dues, and shall be remitted to the Union in the same manner as Union dues; PROVIDED that any employee who, for bona fide religious tenets, as per RCW 41.56.122(1), chooses not to become a Union member, shall comply with the requirements as set forth in the statute.

ARTICLE 3 - PAYROLL DEDUCTION

3.1 Employees of the City individually and voluntarily certify in writing that they authorize such deductions and for the duration of this contract, the Employer shall deduct from pay each month the Union dues in an amount not to exceed the Union provision. Such amount shall be remitted promptly to the duly designated officer of the Union.

3.2 Other deductions may be deducted from pay that have been authorized by the Employer and the employee.

3.3 (a) The Employer shall, after signing necessary documents consistent with the obligation set forth in this section, make monthly contributions on a pre-tax basis from
the base salary of each employee to the Washington State Council of Fire Fighters Employee Benefit Trust known as the Medical Expense Reimbursement Trust (MERP). This trust shall remain separate and apart from any Employer retiree health insurance funding program unless changed by mutual agreement of the parties to the agreement. The employee contribution rate for each year of the MERP Trust shall be deducted from each participating employee's paycheck on a pre-tax basis at the rate of $75.00/month. No Employer match shall be required.

(b) The Employer shall commence the MERP deductions only upon receipt by the Employer of a signed payroll deduction from each participating employee covered under this Agreement. All LEOFF II employees are required to participate in MERP. Except for the willful disregard by the Employer of its obligations under this section, the Union shall indemnify, defend, and hold harmless the Employer against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Employer in complying with the provisions of the Article. The Union acknowledges that the Employer has no responsibility for maintaining the pre-tax status of this deduction.

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

ARTICLE 4 - MANAGEMENT RIGHTS

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

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

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

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

ARTICLE 5 - MAINTENANCE OF STANDARDS

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

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

**ARTICLE 6 - NO STRIKE CLAUSE**

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

**ARTICLE 7 - HOLIDAYS**

7.1 All employee's shall receive 5.08 hours of base pay per Appendix B Computations per bi-weekly pay period, in lieu of holidays.

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

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

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

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

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

7.4 If the date of any above-mentioned holiday should be changed, the new date shall be deemed a holiday, and any such holiday falling on Sunday shall be observed the following Monday, with the exception of December 24. When December 24 falls on a Sunday, it will be observed on the following Tuesday; and when December 24 falls on Friday, it will be observed on Thursday. A holiday falling on Saturday shall be observed on the preceding Friday.
ARTICLE 8 - VACATION LEAVE

The change in the vacation schedule to 5-year increments shall not reduce an employee’s current accrual rate as of the date of signing of the Agreement. The employee shall assume the new schedule when the employee’s accrual rate equals the new scheduled rate.

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

<table>
<thead>
<tr>
<th>Years</th>
<th>Shifts</th>
<th>Hours/Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Year</td>
<td>5</td>
<td>96/12</td>
</tr>
<tr>
<td>5 Years</td>
<td>8</td>
<td>128/16</td>
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<tr>
<td>10 Years</td>
<td>10</td>
<td>168/21</td>
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<tr>
<td>15 Years</td>
<td>11</td>
<td>192/24</td>
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<tr>
<td>20 Years</td>
<td>12</td>
<td>208/26</td>
</tr>
<tr>
<td>25 Years</td>
<td>12</td>
<td>216/27</td>
</tr>
</tbody>
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8.2 Continuous service means continuous service in a full-time position of employment including paid or unpaid leave and leaves of absences with the City and shall continue until resignation or involuntary dismissal.

8.3 Vacation leave cannot be taken until after the completion of the probationary period as defined in Article 2.1.

8.4 Vacations will be scheduled at such times as the Employer finds most suitable after considering the wishes of the employee and the requirements of the Department. For vacation requests made in compliance with 8.11, the Employer agrees to allow two (2) suppression employees and (1) Firefighter/Paramedic off on vacation/浮动假日 at any time.

8.4.1 Additional employees shall be allowed to take vacation leave subject to the following provisions, at the time of the request:

- Additional leave requests can be made no more than 60 days prior to the date of the requested leave, and;
- Leave must not drop the minimum number of on-duty staff below the minimum as set by the Employer, and;
- Leave must not adversely affect the Employer so that there still exists a sufficient number of acting officers, qualified vehicle operators, and Firefighter/Paramedics on-duty so as not to require overtime.

8.5 Vacation requests shall be considered as in Article 8.4 above for requests to the Fire Chief or his/her designee made at least twenty-four (24) hours in advance of the scheduled shift or workday for non-shift employees. All vacations shall be taken as scheduled, unless otherwise approved by the Chief.

8.6 The most recent date of employment shall be used in the computation of years of continuous service time. No vacation time shall accrue for service time during a fraction of a month, which is insufficient to constitute a calendar month of service.

8.7 Vacation time shall be taken within the twelve month period following the period for which it is accumulated except that an employee may carry over up to two (2) years worth of accrual as per City policy, and may not be extended without the approval of the Fire Chief and Mayor. An employee cannot, as a matter of right, waive vacation and draw vacation pay in addition to pay while on duty.

8.8 An employee who has successfully completed the probationary period and quits, retires, dies or is terminated will receive payment at the employee’s current base hourly rate for any accrued vacation for completed years of continuous service, which has not been used.
Accrued vacation pay of a deceased employee will be paid to the same individual who receives accrued wages.

8.9 Employees who are granted a leave of absence with pay for any purpose shall continue to accrue vacation leave at the regular prescribed rate during such absence.

8.10 When an employee is transferred to another position, the employee’s accrued but unused vacation leave, shall continue to be available for their use as necessary, subject to the conversion guidelines in Article 8.10.1 below and Article 9.2.

8.10.1 Vacation balances and accruals shall be adjusted to reflect assignments of employees in the following manner:

Vacation accrual rates for employees assigned to temporary assignments of less than thirty (30) consecutive calendar days duration shall remain unadjusted.

Employees who are transferred from shift assignment to non-shift assignment for longer than thirty (30) consecutive calendar days shall have their vacation balance adjusted to the non-shift rate by taking their current balance and multiplying it by 0.833333.

Employees who are transferred from non-shift assignment to shift assignment for longer than thirty (30) consecutive calendar days shall have their vacation balance adjusted to the shift rate by taking their current balance and multiplying it by 1.2.

The vacation accrual rates for employees who are serving in a temporary assignment and who have their leave balance and accrual rates adjusted will be restored to previous levels, minus any leave taken during the assignment, upon return to regular shift assignment.

8.11 An annual vacation schedule for shift personnel shall be prepared by the Shift Officers and forwarded to the Operations Chief for approval not later than November 30th of each year for the following year. The Operations Chief shall approve a final schedule within 30 calendar days. Approved schedules shall be posted in a conspicuous place. Vacations shall be granted based on seniority of an employee. Seniority shall only prevail for those personnel meeting the deadline requirements of this paragraph.

ARTICLE 9 - SICK LEAVE/LIGHT DUTY

9.1 Employees hired on or after October 1, 1977, and not a member of LEOFF 1, shall receive sick leave accruals as follows:

9.1.1 Sick leave with pay for shift employees shall accrue at the rate of eighteen (18) hours of leave for each full calendar month. Any such leave accrued but unused in any year shall be carried over into succeeding calendar years. Employees who are granted a leave of absence with pay for any purpose shall continue to accrue sick leave at the regularly prescribed rate during such absence.

9.1.2 Employees assigned to shift schedules hired after January 1, 1985, and not covered by LEOFF 1 benefits, shall immediately receive an advance of 72 hours sick leave coverage. Non-shift personnel hired after January 1, 1985, and not covered by LEOFF 1 benefits, shall receive an advance of 24 hours sick leave coverage. After six (6) months, these employees will receive the balance of the unused portion of their 72 hour or 24 hour advance to be used as normal sick leave.

9.1.3 Non-shift employees assigned to a 40 hour per week schedule shall accrue sick leave at the rate of eight (8) hours for each full calendar month of the employee's
9.2 Sick leave balances and accruals shall be adjusted to reflect assignments of employees in the following manner:

9.2.1 Sick leave balances and accruals for temporary assignments of thirty (30) or less consecutive calendar days shall remain unadjusted.

9.2.2 Employees who are transferred from shift assignment to non-shift assignment for longer than thirty (30) consecutive calendar days shall have their sick leave balance adjusted by taking their current balance and multiplying it by 0.633333.

9.2.3 Employees who are transferred from non-shift assignment to shift assignment for longer than thirty (30) consecutive calendar days shall have their sick leave balance adjusted by taking their current balance and multiplying it by 1.2.

9.2.4 The sick leave accrual rates for employees who are serving in a temporary assignment who have their leave balances and accrual rates adjusted pursuant to this Article will be restored to previous levels, minus any leave taken during the assignment, upon return to the employee's regular assignment.

9.2.5 In accordance with Washington State law, an employee eligible for sick leave or other paid-time off, shall be allowed to use any or all of the employee's choice of sick leave or other paid time-off for illness, accident, disability, or qualifying illness or disability of a qualified family member. As defined in RCW 49.12.270 amended, qualified family members are limited to: spouse, children, parent, parent-in-law, or grandparent.

9.2.5.1 A female employee who is granted maternity disability leave in accordance with 9.2.5 and exhausts all leave stated above, shall be granted unpaid disability leave for the duration of the disability due to pregnancy or childbirth.

9.3 For employees hired on or after October 1, 1977, and not a member of LEOFF 1, upon termination of employment a maximum of seven hundred twenty (720) hours of unused accumulated sick leave may be converted to pay on the following basis:

9.3.1 Termination - Voluntary or Involuntary:
5 hours accrued, unused sick leave = 1 hour pay at current base hourly rate.

9.3.2 Termination by Lay-off:
4 hours accrued, unused sick leave = 1 hour pay at current base hourly rate.

9.3.3 Retirement or Death:
2 hours accrued, unused sick leave = 1 hour pay at current base hourly rate.

9.3.4 In the event state law should be amended to increase sick leave (illness or injury) provisions for employees hired on or after October 1, 1977, and not a member of LEOFF 1, the above sick leave provisions shall be adjusted accordingly.

9.3.5 Upon retirement of an employee, the Employer shall make a contribution in the amount of 25% of the employee's sick leave cash-out into the WSCFF Employee Benefit Trust (MERP) from the employee's sick leave cash-out.

9.4 Light Duty – It is recognized that light duty for a LEOFF 2 member, who is on leave due to illness or injury, (over three shifts), can be beneficial to the employee and to the Employer. This type of assignment does not constitute the development of a new position, but is simply an agreed upon assignment during the employees leave.
For purposes of definition, the term “light duty” also may be referred to as “limited duty” or “modified duty”. In any event all such terms refer to an assignment being performed by an employee when the employee is on illness or injury leave, and not fit to perform all of the duties of his/her job description. All light duty assignments shall be subject to doctor’s approval and availability from the Employer.

9.4.1 On-the-Job Injuries. In the event a LEOFF 2 member is receiving disability leave supplement under workers’ compensation, he/she shall perform light duty tasks in the fire department as the Employer may require, under R.C.W. 41.04.520.

9.4.2 Off-the-Job Injuries. Light duty assignments shall be determined by the Employer who will specify the duties to be performed. The duties of the assignment and the work schedule for the employee shall be reduced to writing and agreed upon between the employee and Employer before the assignment begins. If an employee is able to obtain the examining physician’s release for light duty, the Employer may offer light duty. The Employer and the Union agree that light duty assignments are temporary in nature and shall not exceed ninety (90) working days. An extension of the assignment may be offered by the Employer.

9.5 Light duty assignments shall be performed during normal business hours Monday through Friday, forty (40) hour hours per week. Alternative work schedules may be established by agreement of the Employer and the Employee with lunch periods being unpaid. An Employee on light duty shall receive compensation and benefits at the appropriate forty, (40) hour rate for their rank and step classification as outlined in Articles 8.10.1, 9.2 and 15.6.1.

9.6 Employees requesting sick leave benefits provided under this Article shall provide information necessary for the Fire Chief or his/her designee to make a determination that the employee or family member qualifies for the use of the sick leave benefit. Nothing in this sub-section requires written verification from a health care provider, except for the following:

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

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

9.8 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 a Group Medical and Dental Insurance Plan, including Medical and Major Medical and Dental Insurance. 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 As part of the total wage package, the Employer will pay 100% of the medical premium for each employee and 85% of the monthly medical premium for their eligible dependents. The Employer will pay 100% of the dental premium for each employee and their eligible dependents. The Employer will also provide 100% of the cost for vision coverage for each employee. Each employee may enroll their eligible dependents in the City's vision program at their own expense. The Union and the City acknowledge that the City will no longer provide partial reimbursement of any deductible for vision coverage.

12.3 The Employer will provide a life insurance program for bargaining unit members. The life insurance benefit shall be one (1) times annual salary to a maximum of $50,000.

12.4 Additionally, the Employer agrees to offer a Section 125 Plan(s) to provide for pretax payments of employee insurance co-pays and other eligible medical and child care expenses. The Employer shall make no contribution and makes no assurance of ongoing participation in such a program. The Employer assumes no liability for claims or benefits under this program.

12.5 The Employer shall contribute ninety percent (90%) of the premium for the employees Washington State Council of Firefighters disability insurance up to the amount of the premium of the Employer's long-term disability plan. In no event shall the Employer's contribution be less than eighty percent (80%) of the employee's disability insurance premium. This policy will be available to employees not covered by the LEOFF I Retirement System.
ARTICLE 13 - WORK WEEK

13.1 Shift employees shall work the existing twenty-four (24) hour shift schedule. The shift arrangement shall be 24 hours on 48 hours off, repeating with every 7th shift off (Kelly Day).

13.2 The Employer shall determine the Kelly Day assignment schedule for each shift employee.

13.3 The current practice of assigning Kelly Days by seniority will continue unless changed by mutual consent.

13.4 In the event of a shift or Kelly Day reassignment the following shall govern the Kelly Day procedure:

13.4.1 If the Employer mandates the shift reassignment, or Kelly Day reassignment on the same shift, the Employer shall ensure that the employee does not work more than the hours in 13.1 above, and/or the allowable FLSA threshold limit.

13.4.2 If the Employee requests the shift reassignment, or Kelly Day reassignment on the same shift, the employee may work more than specified in 13.1 above, but not more than the allowable FLSA threshold limit.

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

13.6 Non-shift personnel shall work a maximum of forty (40) hours per week. The workweek for non-shift personnel shall consist of either five (5) – eight (8) hour days, or 4 (four) – 10 (ten) hour days normally scheduled during the standard Monday through Friday workweek. The regular workday for non-shift personnel who elect the 5/8’s schedule shall commence at 8 a.m. and end at 4 p.m. Personnel assigned to non-shift positions who elect to work the 5 8-hour days schedule shall be exempt from the unpaid lunch provision.

13.7 The regular workday for non-shift personnel who elect the 4/10’s schedule shall commence at 7 a.m. and end at 5:30 p.m. with an unpaid lunch period of one-half (1/2) hour duration, which may be taken at an unspecified time between 10 a.m. and 3 p.m. In the event that an employee who works a 4/10’s schedule is required to respond to an emergency call or attend a mandatory meeting during the lunch period, the employee shall document the specific occurrence and, after approval of the appropriate Assistant Chief, either flex time within the same FLSA workweek, or be paid at the applicable overtime rate.

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

13.9 The employees in each non-shift assignment shall submit a request in writing stating their preferred work schedule (5/8 or 4/10) to the appropriate Assistant Chief, who shall assign the day off, if applicable, after considering the needs of the department and the seniority of the employees.
ARTICLE 14 - OVERTIME

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

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

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

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

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

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

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

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

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

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

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

14.8.4 Station 15 to/from Station 14 – 15 minutes

ARTICLE 15 - WAGES

Employees covered by this agreement shall receive wages in accordance with the following:
(Approved salary step adjustments shall be made on the employee's anniversary date, subject
to the provisions of Article 2.1.)
15.1 The base pay at which a Firefighter shall be hired and paid during the probationary period shall be as shown on the salary schedule.

15.1.1 Upon satisfactory completion of the probationary period as outlined in Article 2, a review and evaluation by the Shift Lieutenant and Operations Chief, completion of the probationary book and final exam/practical 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 will be as shown on the salary schedule. Employees who attend the Washington State Fire Service Training Academy shall receive their B step raise on their anniversary date of employment.

15.1.2 Upon satisfactory completion of the second year's service, and after a review and evaluation by the Shift Lieutenant and the Operations 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. All Firefighters must be approved by the Operations Chief to drive fire apparatus to receive higher than a C-step wage as shown in the salary schedule. See lateral entry requirement in 15.1.4 below.

15.1.3 When the firefighter has satisfactorily completed the third year's service, and after a review and evaluation by the Shift Lieutenant and the Operations 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. All entry-level employees hired after January 1, 2007 must satisfactorily complete the Track 1: Overview level of the Acting Officer Book, at a minimum, by the end of year three (3) in order to receive D-Step wage.

15.1.3.1 There shall be two tracks for completion of the Acting Officer Book.

15.1.3.2 These will be identified as: Track 1 – Overview, and Track 2 – Competency.

15.1.3.3 Track 1 will encompass tasks that achieve an understanding of the role of the Company Officer.

15.1.3.4 Track 2 will include all of Track 1; however, competency at each level will be required for approval to function as an Acting Company Officer by the Operations Chief.

15.1.4 Lateral Entry Firefighter

15.1.4.1 Lateral entry firefighters hired at the C-step must successfully complete the probationary book, including the probation final exam/practical, and Track 1 of the Acting Officer Book by the end of the probation period in order to receive their D-step wage in the salary schedule.

15.1.4.2 Lateral entry firefighters who have successfully completed the probationary program, and Track 1 of the Acting Officer Book as outlined in Article 15.1.4.1 must successfully complete the Driver/Operator Program and be approved to serve as a Driver/Operator in the normal rotation by the end of their 2nd year of employment. If the lateral entry firefighter does not successfully complete the Driver/Operator Program and be approved to serve as a Driver/Operator in the normal rotation by the end of their 2nd year of employment, their wage will be reduced to the C-Step wage as shown
in the salary schedule until he/she has successfully completed the
above requirements.

**LIEUTENANT**

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

15.2.1 Upon satisfactory completion of the first year's 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.

**INSPECTOR**

15.3 The base pay at which an Inspector 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's 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.

**CAPTAIN**

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

15.4.1 Upon satisfactory completion of the first year's 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 as shown on the salary schedule.

**WAGES - GENERAL**

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

- 2013 4%
- 2014 100% of Seattle/Tacoma CPI-W (June 2012-June 2013) plus 2%
- 2015 100% of Seattle/Tacoma CPI-W (June 2013-June 2014) plus 1%. This increase
  shall be no less than 3%.

**SALARY SCHEDULE (See Appendix A)**

**PREMIUM PAY**

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

15.6.1 Shift personnel who are temporarily assigned to day staff assignment due to
light duty (on or off duty) or special assignment shall receive premium pay as
stated in 15.6 in lieu of holiday pay during the term of assignment. No employee
may receive both holiday pay and day premium pay.

15.7 Hazardous Materials Premium Pay. The Fire Chief or his/her designee may assign and
compensate up to nine (9) employees to the Snohomish County Hazardous Materials
Response Team. These employees shall receive premium pay in the amount of 2% per bi-weekly pay period when certified at the Technician level by the Hazardous Materials Response Team. Certification and drill attendance must be maintained according to the team requirements in order to maintain premium pay.

15.8 Technical Rescue Premium Pay. The Fire Chief or his/her designee may assign and compensate up to nine (9) employees to the Snohomish County Technical Rescue Response Team. These employees shall receive premium pay in the amount of 2% per bi-weekly pay period when certified at the Technician level by the Technical Rescue Response Team. Certification and drill attendance must be maintained according to the team requirements as listed below, in order to maintain premium pay.

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

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

15.10 Program Specialists

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

1. The programs to be compensated, and the program specialist assigned, are determined by the Fire Chief and can be added to or removed with 90 days notice in writing to the Union and the assigned specialist. The Chief will publish a list of program specialists annually and will update as any changes to programs or specialists are made.
2. The program specialists are responsible to a command staff member or his/her designee for satisfactory performance of duties as related to the individual program.
3. Shift employees shall not receive more than 3.5% additional combined premium pays. (i.e. Rescue Technician 2% + 1.5% Program Specialist.)

**ARTICLE 16 - SUPPLEMENTAL RETIREMENT**

16.1 The Employer agrees to contribute six and two tenths (6.2%) of an employee’s base salary to the existing deferred compensation plan provided the employee matches at least 67% of the Employer’s contribution; such that, for example for every dollar contributed to the plan, a minimum of forty cents ($0.40) shall be contributed by the Employee.

16.2 Changes in contributions to be matched can only be made quarterly on March 31, June 30, September 30, and December 31. The employee must notify the Employer of the percent contribution to be matched.
ARTICLE 17 - DISCIPLINE

17.1 No employee shall be disciplined or discharged except for just cause.

17.2 Upon the employee's request, said employee shall be granted Union representation in any disciplinary process.

17.3 The Employer shall, in a timely manner, provide the employee and the Union President with a written statement concerning any disciplinary action above the level of a written reprimand. The statement shall state the facts, the policy, practice, procedure, rule, contract provision, or other matter violated, the disciplinary action to be taken and corrective actions recommended to the employee.

17.4 When the Employer is considering demotion, suspension or discharge, both the employee and the Union President shall be notified, in writing, of the time, place and purpose no less than seven (7) calendar days before any (Loudermilk) hearing is to be conducted.

ARTICLE 18 - GRIEVANCE PROCEDURE

18.1 POLICY: The parties recognize that the most effective accomplishment of the work of the Employer requires prompt consideration and equitable adjustments of employees' grievances. It is the desire of the parties to adjust grievances informally whenever possible, and both supervisors and employees are expected to make every effort to resolve problems as they arise. However, it is recognized that there may be grievances which can be resolved only after a formal review. Accordingly, the following procedure is hereby established in order that grievances of employees covered by this agreement may be resolved as fairly and expeditiously as possible.

18.2 DEFINITION: A grievance is a dispute between the Employer and the Union, or an employee, or group of employees, as to the interpretation, application, or violation of any terms or provisions of this agreement.

18.3 ELECTION OF REMEDIES: Employees may elect to have disciplinary action reviewed through the grievance procedure or by the Civil Service Commission. An employee is not entitled to review of disciplinary action under both procedures.

18.4 Grievances shall be processed in the following manner:

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

18.4.1 The facts of the matter and nature of the grievance.
18.4.2 The remedy sought.
18.4.3 Provisions of this Agreement allegedly violated.

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

18.6 Within twenty (20) working days of receipt of the grievance, the Mayor shall give the grievant and Union a written answer to the grievance. If the grievance is not resolved, the grievant may submit the matter to arbitration using the following procedure:
18.7 ARBITRATION: The grievant shall notify the Employer within twenty (20) working days of the Mayor’s decision in writing, of the intention to submit the matter to arbitration, and shall submit a request to the American Arbitration Association for a list of seven (7) arbitrators from which the parties shall select a neutral.

18.8 Within ten (10) working days of receipt of the American Arbitration Association list, the Employer and Union shall meet for the purpose of selecting the neutral arbiter by alternately striking the names of arbitrators until only one (1) name remains, who shall hear the grievance.

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

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

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

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

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

ARTICLE 19 - JURY PAY

19.1 An employee serving on a jury will be excused from work with pay for those hours the court requires the employee’s attendance. Employees shall report for their assigned duties on weekdays when released by the court prior to 1530 hours, but shall be released at 2000 hours if they are scheduled for jury duty the following day. During the weekend or on a holiday when an employee remains on jury duty, employees shall work their normal shift (e.g. on Saturday or Memorial Day). The Employer will apprise the Court of their employment as firefighters and will further advise the Court that their service as a juror may negatively impact fire department staffing levels.

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

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

ARTICLE 20 - LONGEVITY AND EDUCATION INCENTIVE PAY

20.1 Purpose. To acknowledge length of service with the Lynnwood Fire Department and to afford employees an incentive and opportunity for obtaining higher education, and to provide benefit to the department and to the Employer through the employment of motivated and educated employees better positioned for promotional examination, creative
thinking and acquiring the skills and continuing education necessary for the quality
performance of their job duties.

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

20.3 APPROVED FIELDS OF STUDY:
- Fire Science
- Fire Command Administration, Fire Officer Degree, or Executive Officer Degree
- Fire Technology
- Fire Inspection
- Nursing
- Public Administration or Public Safety Administration
- Business Management or Administration
- EMS Management
- Paramedicine

20.4 The Union and the City recognize the importance of college education while at the same
time understand the budgetary limitations of such a program. The City agrees to allow
three (3) employees enrollment at any given time in an approved Bachelors degree
program. Employees who wish to enroll in the BA program shall make application with the
Assistant Chief of Support Services. Qualifying requests for the program shall be based
first upon rank and then by seniority with the understanding that those who are subject to
an educational requirement for promotion have priority. Associate Degree programs are
not subject to this restriction. Employees must have achieved an Associate Degree or have
90 credits towards a Bachelor's Degree to be eligible for the Bachelor Degree program.

BOOKS AND TUITION: The Employer shall reimburse an employee who takes an
approved class through a college or university approved by the Fire Chief fifty percent
(50%) of tuition and books required for the course within thirty (30) days after the employee
has submitted proof of payment in full. Within thirty (30) days of successful completion of
such class and return of books to the Training Captain, the employee shall receive
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
Bachelors 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 Associates degree (AA) in a fire
service field shall receive incentive pay at the Bachelor Degree (BA) rate as listed in Article
20.7. No Bachelors Degree in an unapproved field of study completed after the employee's
date of hire is eligible for this provision.
Employees working towards an approved Associate Degree with at least forty-five (45) credits shall be required to complete the equivalent of six (6) college credits (quarter system) in an approved field of study during each calendar year until eligible for educational incentive pay for an Associate Degree from an accredited college or university, in order to continue to receive education incentive pay. Eligibility for incentive pay at the 45-credit level shall be for six (6) years from the date that the employee begins to receive incentive pay for the 45-credit level unless an approved Associate Degree is earned, at which time the incentive pay shall be increased as set forth in Article 20.7.

20.7 INCENTIVE PAY SCHEDULE: Effective January 1, 2010, the following incentive pay schedule shall be in effect for years of service and all approved college credits and/or degrees earned from institutions meeting the requirements set forth in this Article.

Longevity and 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.

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ARTICLE 21 - LAYOFF AND RECALL

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

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

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

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

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

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

ARTICLE 22 - SHIFT EXCHANGES

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

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

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

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

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

22.1.5 Exchanges are approved by the Shift Lieutenant.

22.1.6 Training needs are coordinated with the Shift Lieutenant.

22.1.7 A Firefighter exchanging with a Lieutenant shall assume the full duties and
responsibilities of the Lieutenant.
ARTICLE 23 - RULES AND REGULATIONS

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

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

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

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

ARTICLE 24 - STANDBY PAY AND FIRE INVESTIGATIONS

24.1 The Employer may assign qualified Fire Inspectors to on-call status when necessary. The Fire Marshal shall determine the qualifications and publish and maintain a list of all qualified Fire Inspectors. Employees who are assigned to on-call status shall receive standby pay as follows:

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

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

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

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

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

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

**ARTICLE 25 - TEMPORARY ASSIGNMENT/WORKING OUT OF CLASSIFICATION**

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

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

25.2 If a temporary assignment is to be made, employees shall be notified in writing regarding the anticipated length of the assignment and duty requirements. Volunteers will then be requested for such assignment. Employees on a current promotional roster will be given the first right of refusal for any temporary assignment.

25.2.1 In the event two or more employees volunteer, a written and/or oral examination will be administered to select the most qualified person.

25.2.2 If no employee(s) volunteer(s) for the aforementioned assignment, the Employer may select and assign employees to short-term, thirty (30) day, temporary assignments from the lowest five employee(s) on the seniority list who are not on probationary status. These assignments may run consecutively up to a maximum of 120 days (4 individual 30-day assignments.)

25.3 Employees shall be returned to their regular assignment upon termination of the temporary assignment.

25.4 Vacation and sick leave accruals and leave balances shall remain unchanged for short-term temporary assignments.

25.5 For long-term temporary assignments in which an employee's shift status is changed to non-shift, vacation and sick leave accruals and balances shall be converted to the 40-hour rates as outlined in Article 8.10.1 and Article 9.2.

25.6 The leave accruals for employees who are serving in long-term temporary assignments and who have their leave balances and accrual rates adjusted pursuant to 25.5 will be restored to previous levels, minus any leave taken during the assignment, upon the employees' return to their regular assignments.

25.7 Shift personnel who are temporarily assigned to non-shift assignment due to light duty (on or off duty) or temporary assignment shall receive premium pay as stated in 15.6.1 in lieu of holiday pay during the term of assignment. No employee shall receive both holiday pay and day premium pay.
25.8 Employees working a temporary assignment shall work a maximum of forty (40) hours per week.

25.9 When an Officer is on a long-term temporary assignment, an acting officer shall be selected from the current promotional list and assigned to the vacant shift position. All time spent as an acting officer during the period a civil service promotion list is active will be applied to the normal probation period if a promotion occurs under that list.

25.10 When an employee is assigned to carry out the responsibilities and duties of a higher position or rank for four (4) hours or more, the employee shall be compensated for that time at the rate of pay for the position which is assigned except as provided in Article 22 - Shift Exchange.

25.11 Long-Term Acting Assignments for Exempt Positions.

It is recognized that command staff members are expected to perform a different set of duties, and work in an environment that requires significant autonomy. It is expected that a bargaining unit member who temporarily fills an exempt position will fulfill the duties of the position to which they are assigned. During this period, the employee shall not be eligible for callback overtime, but shall instead receive the exempt overtime benefit prorated for the length of time of the assignment. Additionally, the employee is entitled to the rights and benefits of the exempt position they are filling (flex time for after-hours work, take home vehicle if in the local area, etc.). The employee shall retain all rights and privileges afforded the individual under this Agreement with the exception of the following:

Assistant Chief Fire Prevention

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

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

Assistant Chief Support Services

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

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

ARTICLE 26 - UNIFORMS

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

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

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

26.4 All shift employee uniforms shall be laundered at the fire station per department policy. Replacement of worn or unserviceable items shall be made in order to always present a neat and professional appearance. Non-shift employees may either utilize department laundry facilities or launder them at home at their own expense, at their option.

Worn items provided by the Employer will be exchanged with the Employer on a one-for-one basis with new items upon receipt. The Assistant Chief of Operations shall be responsible for approving the replacement of uniform apparel.

26.5 Accessories required by the Employer shall be provided to the Employee.

26.6 Dress uniforms (Class A) shall be purchased by the Employer at the end of the Employee's probationary period and shall be maintained by, and the property of, the Employer. Provided however, upon an Employee's retirement, the Employer may choose to give that Employee the dress uniform they have used during their service with the City.

Uniform Table
<table>
<thead>
<tr>
<th>Uniforms</th>
<th>Non-Shift</th>
<th>Shift</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Miscellaneous</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coat (All-weather)</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Coat (Soft-shell)***</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>1/4 Zip Sweatshirt***</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Sweater Commando-Style (Optional)</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Safety Boots</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Uniform Belt</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Work Out Shorts</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Ball Cap</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Wool Cap</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td><strong>Dress Uniform</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Class A Tie</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Class A Hat</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Class A Shirt (Uniform-style)</td>
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<td>0</td>
</tr>
<tr>
<td>Class A Shirt (Plain)</td>
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<td>1</td>
</tr>
<tr>
<td>Class A Coat</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Class A Pant</td>
<td>3</td>
<td>1</td>
</tr>
<tr>
<td>Class A Shoes</td>
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<td>1</td>
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<tr>
<td><strong>Work Uniform</strong></td>
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</tr>
<tr>
<td>Class B Uniform Pant</td>
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<td>2</td>
</tr>
<tr>
<td>BDU/Coverall</td>
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<td>Spec. Ops only</td>
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<tr>
<td>Class C Uniform Shirt (Polo)</td>
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<td></td>
</tr>
<tr>
<td>Short Sleeve</td>
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<td>3</td>
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<tr>
<td>Long Sleeve</td>
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<td>2</td>
</tr>
<tr>
<td>Class C Uniform Pant (EMS)</td>
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</tr>
<tr>
<td>Department T-shirt</td>
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<tr>
<td>Short Sleeve</td>
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<td>3</td>
</tr>
<tr>
<td>Long Sleeve</td>
<td>1</td>
<td>2</td>
</tr>
</tbody>
</table>

*** Soft Shell Coat and 1/4 Zip Sweatshirts will not be purchased for Employees who received a uniform allowance until 4/1/15

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**ARTICLE 27 - UNION MEETINGS**

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

**ARTICLE 28 - BULLETIN BOARDS**

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

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

**ARTICLE 29 - OUTSIDE EMPLOYMENT**

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

**ARTICLE 30 - FIREFIGHTER/PARAMEDICS**

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

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

30.1.2 Retirement System Membership. In the event the Washington State Department of Retirement Systems or a court of competent jurisdiction determines that any Firefighter/Paramedic is ineligible for membership in the LEOFF retirement system, the Employer shall have no obligation to compensate the Firefighter/Paramedic for any difference in benefits or contribution rate between the LEOFF and PERS retirement systems. Neither shall the Employer be responsible for any catch-up, retroactive, or other payments required or authorized to be made by any Firefighter/Paramedic formally enrolled as a member of the PERS retirement system, associated with their membership in the LEOFF retirement system. Firefighter/Paramedics shall belong to the retirement system to which they are eligible to belong under Washington state law.

30.2 Shift Exchanges, Leaves and Other Time-Off Arrangements. Firefighter/Paramedics shall request shift exchanges, vacations, floating holidays, Kelly Day picks or other eligible leave in accordance with applicable contract provisions and/or department policy ensuring at all times the scheduling of two (2) Firefighter/Paramedics for each in-service Lynnwood Fire Department Medic Unit. When used in this Agreement, an "in-service Lynnwood Fire Department Medic Unit" shall mean an Advanced Life Support (ALS) Unit with two (2) assigned Firefighter/Paramedics.
30.3 Mandatory Overtime. The Employer may require mandatory overtime for Firefighter/Paramedics to meet the staffing needs of each in-service Lynnwood Fire Department Medic Unit as long as a reasonable effort has been made to meet Firefighter/Paramedic staffing using the department’s voluntary overtime staffing system.

30.4 Paramedic Certification.

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

b. All regular salary, books, tuition, instructor fees, materials, and licensing fees that are required for initial State certification and to meet local standards will be provided by the Employer for those candidates enrolled in the qualified Paramedic training program.

c. Mileage reimbursement at the current federal rate will be paid to participants of training in addition to regular salary. This will be paid bi-weekly and calculated at 30 miles/trip x 5 trips/wk. It is understood that this is the total reimbursement for mileage during duration of training period.

d. Firefighters assigned to paramedic training program will be assigned to training and there will be no reduction in wages or benefits. It is understood that there will be variable schedules during the phases of the paramedic-training program and no overtime related to training will be paid to participants unless mandatory assignments in excess of 96-hours/pay period are required. Informal, non-mandatory study groups, individual study and other like activities are not included for purposes of compensation hour’s calculations.

30.5 Paramedic Recertification.

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

b. All books, tuition, instructor fees, materials, and licensing fees that are required for State re-certification and to meet local standards will be provided by the Employer except as set forth below in Section e.

c. The Employer shall make available to Medics, either on duty or at the overtime rate of pay, all training required to maintain certification up to State and local standards except as set forth below in Section e.

d. Medics having difficulty maintaining State Certification or meeting local standards will be given counseling, additional on-duty time and/or reasonable support needed to maintain certification on Employer time except as set forth below in Section e.

e. Medics failing re-certification or to meet the local standard are placed on leave without pay until they become re-certified and meet the local standard on their own time and at their own expense. After 90 days without certification, the Medic will be laid off.

30.6 Firefighter/Paramedic FTO. A Firefighter/Paramedic with a minimum of six (6) years experience as a Paramedic selected by the Fire Chief or his designee shall serve as a Field Training Officer (FTO) for the purpose of mentoring, supervising, training and evaluating the ALS skills of a new Firefighter/Paramedic. The FTO shall receive a five percent (5%) premium pay above their regular base rate of pay, as shown in Appendix A as compensation for the FTO duties and responsibilities. The premium shall be paid commencing with the FTO assignment of the new Firefighter/Paramedic and end at such
time as the new Firefighter/Paramedic is authorized to practice unsupervised at the ALS
level in the field or until the FTO assignment is ended by the Fire Chief or his designee,
whichever date occurs earlier, but for a period not less than three months. All paramedics
desiring to participate as an FTO shall be knowledgeable of the training program goals and
objectives provided in the Paramedic Internship Manual and Snohomish County EMS
Protocols. Information and materials necessary to meet this responsibility shall be provided
by the Fire Chief or his designee.

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

30.7.1 Firefighters/Paramedics hired prior to August 2004 have continuously maintained
their position within the Lynnwood Fire Department for at least six (6) years; and
have met the requirements of 30.7.4; or

30.7.2 Firefighters internally promoted to the position of Firefighter/Paramedic after August
2004 and were either certified as a Paramedic by the State of Washington or had
not exceeded the expiration period within which recertification is allowable by the
State of Washington; and have continuously maintained their position as a qualified
Firefighter/Paramedic within the Lynnwood Fire Department for at least two (2)
years and have met the requirements of 30.7.4; or

30.7.3 Firefighters internally promoted to the position of Firefighter/Paramedic after August
2004 and trained at Employer expense; and have continuously maintained their
position as a Firefighter/Paramedic within the Lynnwood Fire Department for at least
four (4) years from the date of initial certification and have met the requirements of
30.7.4;

30.7.4 The Firefighter/Paramedic has not failed to obtain their re-certification or failed to
maintain local standards as a result of neglect, or failure to co-operate with the
Employer, including the taking of advantage of the opportunities offered the
employee by Article 30.5 subsections (d) and (e) above;

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

a. Requests will be considered in the order received and granted only when a
qualified vacancy exists.
b. In the event that a qualified employee would be granted a voluntary
demotion, the needs of the Employer may delay the implementation of the
request until a qualified replacement can be made. In no event will this deny
the qualified employee the opportunity to fill the vacancy at such time as a
qualified replacement is made.
c. The request shall be approved or denied within twenty (20) business days
and if granted, the anticipated date of demotion will be forwarded to the
requester.
d. Eligible employees shall provide at least ninety (90) days notice to the
Employer of the request for voluntary demotion unless waived by the
Employer.

30.8 Service requirement prior to promotion.

30.8.1 Firefighter/Paramedics subject to 30.7.1 would serve a minimum of four (4) years as
a City of Lynnwood Fire Department employee prior to being eligible for promotion
to any other position.
30.8.2 Firefighter/Paramedics subject to 30.7.3 would serve a minimum of four (4) years from the date of initial certification prior to being eligible for promotion to any other position.

30.8.3 None of the above provisions in Article 30.7.1 and 30.7.2 would preclude a Firefighter/Paramedic from eligibility to take a promotional exam for which they are otherwise qualified, but only limit promotion to the position until applicable time requirement has been fulfilled.

30.9 Reimbursement. Firefighter/Paramedics who are trained as paramedics at the Employers’ expense who voluntarily terminate employment with the City prior to completing four (4) years of continuous service in the Firefighter/Paramedic position, shall reimburse the Employer for expenses listed in 30.4 (b) related to initial training with the exception of regular salary. Reimbursement will be prorated at twenty-five (25)% per year of uncompleted paramedic service requirement and deducted from employee’s final paycheck and/or severance pay. Any additional amount owed will be the employees’ responsibility and must be paid to the Employer within sixty (60) calendar days. Any employee offered Paramedic Training at the expense of the City shall sign a written agreement to the terms of this paragraph prior to the start of training.

ARTICLE 31 - JOINT LABOR MANAGEMENT COMMITTEE

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

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

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

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

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

ARTICLE 32 - PROMOTIONS AND TESTING

32.1 Standards:

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

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

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

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

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

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

ARTICLE 33 - LINE OF PROGRESSION

33.1 Vacant bargaining unit positions within the Lynnwood Fire Department are intended to be filled by qualified, interested internal candidates where possible. The Employer shall ensure that only qualified candidates are placed in all positions within the bargaining unit. In the event that three (3) or more qualified applications are not submitted, Article 32.1.1 states that the Employer may choose to recruit externally as well, and the qualifications will be amended by the Employer to reflect the new qualifications. Qualifications for examinations where three (3) or more qualified internal applications as outlined in Article 32.1.1 are received shall be:

POSITION/QUALIFICATIONS

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

Fire Inspector
Four (4) years continuous service as a City of Lynnwood Firefighter/EMT. AA Degree in an approved field of study as outlined in Article 20 preferred, with at least 45 approved credit hours required.

Fire Lieutenant
Four (4) years continuous service as a City of Lynnwood Firefighter/EMT. AA Degree in an approved field of study as outlined in Article 20 preferred, with at least 45 approved credit hours required.
Fire Captain
Six (6) years continuous service as a City of Lynnwood Firefighter/EMT with at least two (2) years as a Fire Inspector or Fire Lieutenant. AA Degree in an approved field of study as outlined in Article 20, with a BA preferred.

Medical Services Officer (MSO) Captain
Six (6) years continuous service as a City of Lynnwood Firefighter/Paramedic and a qualified field training officer as outlined in Article 30.6. AA Degree in an approved field of study as outlined in Article 20, with a BA preferred.

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

ARTICLE 34 - NON-DISCRIMINATION

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

ARTICLE 35 - DRUG AND ALCOHOL TESTING

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

35.1.1 The use and possession of drugs and alcohol at the work place by all employees is prohibited unless authorized according to this policy. Employees shall not be impaired by the use of alcohol or drugs at the work place.

35.1.2 All employees shall behave in conformance with the requirements established under the Drug Free Work Place Act of 1988.

35.1.3 Employees may possess and use both currently prescribed prescription and non-prescription drugs at the work place provided the drug does not compromise the employee's ability to safely and competently perform the employee's job duties. Employees shall notify their immediate supervisor of their use of prescription or non-prescription drugs that list's drowsiness or other side effects that may affect employee performance.

35.1.4 Employees who engage in the illegal use of drugs or alcohol in violation of this policy will be held to the same qualification standards for employment or job performance and behavior to which the entity holds it's other employees, even if any unsatisfactory performance or behavior is related to the employee's use of drugs or alcohol.

35.2 Employees shall be informed of this policy by the Employer and given an opportunity to ask questions concerning compliance. New employees will be provided with this information at the time they are hired.

35.3 Employees shall not be subjected to random drug and/or alcohol testing. If specific objective facts along with reasonable cause, leads two or more City administrative and/or supervisory employees to believe that another employee is impaired by the use of drugs or alcohol while on the job and his/her performance would be impaired, then the Employer
may require the employee to undergo a drug and alcohol test, as provided herein. Objective facts may be derived from direct observation of the use, possession or impairment; a pattern of abnormal conduct or erratic behavior; an arrest or conviction for a drug related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use or distribution; or that there is newly discovered evidence that an employee has tampered with a previous drug test. The employee has the right to have a Union representative or Union member designee present during the employee’s submission to the testing process, provided this request does not unreasonably delay the testing process. The employee will be required to sign a consent form for the testing process. A refusal to sign the consent form for a test, as specified in this Article after the Employer provides the employee in writing the basis for the Employer’s reasonable suspicion, may be grounds for disciplinary action, including termination. A determination of reasonable suspicion made by the Employer may be challenged through the grievance process. A supervisor shall transport the employee to the testing facility and following the test, to the employee’s residence if within sixty (60) miles of Station 15 or back to Station 15 for employee arranged transportation. The employee will be placed on paid sick leave status until the test results are known. If the employee does not have any sick leave available, the employee will be placed on paid administrative leave status and paid as if he or she was normally at work. If the results are negative, the employees time will be charged as paid administrative leave and his or her sick leave will be re-instated. The records, results, and referrals will be handled strictly in a confidential manner.

35.4 Employees who voluntarily come forward and ask for assistance to deal with a drug or alcohol problem will not be disciplined by the Employer, unless they refuse the Employee Assistance Program’s (EAP) reasonable opportunity for rehabilitative assistance or fail to successfully complete the rehabilitative program. If, within two (2) years following an employee’s voluntary request for such assistance, the same employee is referred to testing under the provisions of Article 35.3 and tests positive, the Employer may also use disciplinary action in accordance with the terms of the Agreement.

35.5 The testing of urine samples shall be performed by a SAMHSA certified laboratory, currently identified as Drug Proof in Seattle. Collection of the sample shall follow SAMHSA collection guidelines and take place at Care Plus, 14731 Aurora Ave N. Shoreline, Wa. or other collection site following SAMHSA guidelines in the event Care Plus is no longer in business or fails to follow SAMHSA guidelines. Samples collected after regular working hours and on weekends will be taken to the mutually agreed upon facility as identified in this agreement. The collection of samples, regarding security, freedom from adulteration, and chain of custody, shall be conducted in a manner consistent with the SAMHSA standards. Employees shall not be witnessed while submitting a urine sample. If the SAMHSA standards, rules, or procedures are breached or violated, the results of the test will be negative.

35.6 The laboratory shall test for the classes of drugs listed in the SAMHSA standards, using the listed initial and confirmation cut-off levels for positive readings. The initial testing shall use the immunoassay method. All specimens identified as positive on the initial test shall be confirmed using the gas chromatography/mass spectrometry (GC/MS) technique.

35.7 A split sample shall be secured with each sample collection. The split will be preserved in a manner prescribed by the SAMHSA standards. In the event of a positive test result, the employee has the right to submit the reserve portion of the split sample to an independent laboratory for further confirmation testing. Confirmation testing of the split sample must be done in accordance with the processes and standards, as specified above. Split samples from positive tests shall be retained by the laboratory for at least one (1) year or for the duration of any grievance or legal proceedings before destruction of the sample.
35.8 A breathalyzer may be used to test for alcohol use. The test shall be conducted on test
equipment by an individual, both of which must be certified by the Washington State Patrol
and follow their testing standards and related state legal requirements. If the test is
conducted by an individual known by the employee, the test must be witnessed by another
qualified individual. A positive blood alcohol test by this method shall be .04% or more.

35.9 A blood alcohol test may also be used to test for the amount of alcohol in the blood stream.
The test shall be conducted by a Washington State qualified medical laboratory or hospital.
Test samples, including split samples, shall be treated with the same degree of security and
shall use the same chain of custody procedures as provided in the Washington
Administrative Code (WAC) by the Washington State Patrol for blood alcohol testing. Test
results shall be considered positive when the blood alcohol exceeds .04% or more. Test
results below .04% shall be considered negative.

35.10 The medical review physician shall meet the definition for a "MRO" in the SAMHSA
guidelines and be a licensed physician with a knowledge of substance abuse disorders.
The medical review physician shall be familiar with the characteristics of the test (sensitivity,
specificity, and predictive value), the laboratory running the test, and the medical conditions
and exposures of the employees. The role of the medical review physician will be to review
and interpret the drug test results. The physician must examine alternate medical
explanations for any positive test results. This action shall include conducting a medical
interview with the affected employee, a review of the employee's medical history and any
other relevant biomedical factors presented to the MRO by the employee. The medical
review physician shall conduct his or her review in full accordance with the SAMHSA
standards. The physician shall determine whether the test results are valid or invalid and
shall notify the Employer and the employee of his or her decision.

35.11 The employee's test results will be treated as confidential by the Employer. The Employer
shall pay for the cost of the initial testing, including the physician. If the employee elects to
have the split sample tested, the employee will pay for the cost of that test. However, if, as
a result of the split sample test, it can be proven that the initial test resulted in a false
positive, then the Employer shall reimburse the employee the cost of the split sample test. If
either the initial or subsequent split samples test negative, the laboratory will notify the
Employer. As soon as possible, the Employer will notify the employee of the negative
results, clear the employee of the drug and/or alcohol charges, and immediately discard the
test results.

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

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

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

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

ARTICLE 36 - MEDICAL EXAMS

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

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

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

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

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

36.6 The cost of the physicals, required by State and Federal regulations, shall be paid by the
Employer. The examination results shall be confidential between the employee and the
physician, except that the Employer shall be notified of compliance with State and Federal
regulations, as required in the regulations.

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

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

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

36.10 The annual examination shall be confidential between the employee and physician, and
shall include a follow-up consultation with the physician.
ARTICLE 37 - SAVINGS CLAUSE

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

ARTICLE 38 - ANNEXATION

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

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

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

ARTICLE 39 - DURATION

39.1 This Agreement will be effective as of January 1, 2013 and shall remain in full force and effect until December 31, 2015. The agreement expressed herein in writing constitutes the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions.

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

IN WITNESS THEREOF, we hereunto attach our signatures this 16 day of July 2014

CITY OF LYNNWOOD

By: [Signature]
Nicola Smith, Mayor

By: [Signature]
Lorenzo Hines, Finance Director

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1984

By: [Signature]
Scott DiBenedetto, President

By: [Signature]
Phil Pons, Secretary/Treasurer
APPENDIX A – Salary Schedule

Effective January 1, 2013

<table>
<thead>
<tr>
<th>Rank</th>
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2015 Awaiting CPI Data
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

Accrual Conversion Formula

From Shift Position Moving to Non-Shift Day Position
Total Current Accrued Hours x .833333 = New Accrued Hours

From Non-Shift Day Position Moving to Shift Position
Total Current Accrued Hours x 1.20 = New Accrued Hours

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%
### APPENDIX A – Salary Schedule continued

Effective January 1, 2015  
Increase: 3.20%

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MEMORANDUM OF UNDERSTANDING

CITY OF LYNNWOOD

And

LOCAL 1984

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

January 1, 2015

The four platoon schedule trial package below is the entire agreement between the
Employer and the Union as it relates to the four platoon trial period. These elements are
intended as written within the package contents.

2015 Four Platoon Schedule Trial Package

1. PURPOSE. This package is intended to provide the parties’ an opportunity to explore the
feasibility of changing the operational shift schedule from its current three-platoon to a four-
platoon schedule.

2. DURATION. It is the expressed intention that this is a trial period only and this entire
proposal and any variances in current contract language contained herein begin on January
1, 2015 and expire on December 31, 2015. Further, changes do not create any past practice
during the trial period. The parties’ may extend the trial period by mutual written agreement.

2.1. It is agreed by the parties’ that a transition period will exist: at the beginning and end of
the trial period. The transition of employees from the three-platoon to the four-platoon
schedule, and then from the four-platoon to the three-platoon schedule will necessitate
work schedules that will not conform to either the current contract language, or the
provisions of the trial period. The parties’ will develop and jointly agree in writing on the
transition plans.

3. The parties’ agree that during the trial period, there will be no promotions to fill additional
positions needed to staff an additional platoon.

4. VARIANCE. The parties’ agree that with the exception of the following variances specifically
outlined herein, all other contract language is in full force and effect. The following outlines
the specific portions of Articles that supersede current contract language for the trial period
only.

4.1. VACATION (Article 8) – Section 8.4 is amended as follows:

8.4 Vacations will be scheduled at such times as the Employer finds most suitable after
considering the wishes of the employee and the requirements of the Department. The
Employer agrees to allow two (2) employees total (any combination of Lieutenant,
Firefighter or FF/PM) per shift off on vacation/float holiday at any time. The current
vacation schedule will be amended to reflect this reduction from three (3) to two (2).
Debit days may be taken as one of the two (2) vacation days in accordance with this
Article.
Additional vacation requests shall be subject to Article 8.4.1 in the CBA.

4.2. WORK WEEK (Article 13) – Section 13.1 is amended as follows:

13.1 For members having twenty-four (24) hour duty shifts, shifts will begin at 7:30 A.M. and expire the following day at 7:30 A.M. This will be accomplished by a one (1) day on / two (2) day off / one (1) day on / four (4) day off, four (4) platoon shift schedule and the use of Debit Days (twenty-four (24) hours on-duty) to be scheduled once every thirty-two (32) days. Over a four year average, this approximates 206 hours of work per month. The work period, for Fair Labor Standards Act (FLSA) purposes, will be sixteen (16) days, with an overtime threshold of one hundred twenty one (121) hours worked, for twenty-four (24) hour shift employees. The FLSA work period for all other employees is seven (7) days.

DEBIT DAY. Definition – A debit day is an additional 24 hour shift worked by shift employees.

13.1.1 Shift employees will work an average of twelve (12) debit days annually. Such debit days shall be scheduled by the Employer once every Thirty Two (32) calendar days, repeating, during the ninety six hour (96) break so no employee works more than forty eight (48) shift hours straight.

13.1.2 The Employer may elect to request that an Employee voluntarily work an unscheduled Debit Day. In the event the Employee agrees to work an unscheduled Debit Day at the Employer’s request, the Employer will remove the latest calendar year scheduled Debit Day from the shift schedule.

13.1.3 No “banking” of Debit Days will be permitted.

13.1.4 Sections 13.2, 13.3, 13.4 do not apply during the trial period.

4.3. SHIFT EXCHANGES (Article 22) – Section 22.1.8 and 22.1.9 are added as follows:

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

22.1.9 Shift exchanges are permitted on debit days provided that exchanges meet the requirements of Article 22 of the current collective bargaining agreement.
4.4. OVERTIME (Article 14) – Section 14.1.1 is added as follows:

14.1.1 Overtime shall be scheduled so no employee works over forty-eight (48) shift hours straight. This provision may not apply in the event of an emergency that meets the intent of Section 14.7.

Nicola Smith, Mayor

Scott DiBenedetto, President L1984

This space intentionally left blank
MEMORANDUM OF UNDERSTANDING

CITY OF LYNNWOOD
And
LOCAL 1984
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

January 1, 2015

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

This MOU modifies the 2013-2015 Collective Bargaining Agreement (CBA) between the Employer and the Union which was executed July 16, 2014 and serves to clarify Article 15 – Wages, specifically adding a new Article 15.11 DUTY CHIEF. The intent of this MOU is to allow a Bargaining unit member the opportunity to expand their Command and Control capabilities. The Duty Chief assignment and pay may be rotated among Lynnwood Fire Lieutenants as determined by the Fire Chief.

This new role of “Duty Chief” is limited in scope and practice and serves as a placeholder for the possibility of Battalion Chiefs that may be negotiated in the future. The parties agree that the “Duty Chief” position will be evaluated and monitored in Labor Management.

Roles and Responsibilities

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

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

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

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

Confers, coordinates and works with other command staff and the Fire Lieutenants on shift, other city department personnel and as necessary, coordinates with other fire agencies Battalion Chiefs and command staff

Performs other department related activities and program oversight as assigned by the Assistant Chief.
Summary

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

The new language is agreed as follows for the duration of the current Collective Bargaining Agreement.

ARTICLE 15.11
WAGES

DUTY CHIEF

15.11 The base pay at which a Duty Chief shall be compensated is listed below and is based on the 2015 salary rate.

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

Nicola Smith, Mayor

Scott DiBenedetto, President L1984