

COLLECTIVE BARGAINING AGREEMENT

By and Between

THE CITY OF EVERETT, WASHINGTON

and

EVERETT FIREFIGHTERS, LOCAL NO. 46

EFFECTIVE: January 1, 2026, through December 31, 2029

| | |
|--|----|
| ARTICLE 1 - AGREEMENT | 4 |
| ARTICLE 2 - RECOGNITION..... | 5 |
| ARTICLE 3 - PAYROLL DEDUCTIONS | 6 |
| ARTICLE 4 - UNION SECURITY..... | 7 |
| ARTICLE 5 - DISCRIMINATION..... | 8 |
| ARTICLE 6 - GRIEVANCES..... | 9 |
| ARTICLE 7 - MANAGEMENT RIGHTS..... | 10 |
| ARTICLE 8 - PREVAILING RIGHTS..... | 11 |
| ARTICLE 9 - SALARY SCHEDULE | 12 |
| ARTICLE 10 - HOLIDAYS..... | 15 |
| ARTICLE 11 - LONGEVITY | 18 |
| ARTICLE 12 - MEDICAL BENEFITS/INSURANCE..... | 19 |
| ARTICLE 13 - OVERTIME..... | 20 |
| ARTICLE 14 - EMERGENCY OVERTIME PAY..... | 21 |
| ARTICLE 15 - VACATIONS | 22 |
| ARTICLE 16 - ACCUMULATED SICK LEAVE | 24 |
| ARTICLE 17 - BEREAVEMENT LEAVE..... | 25 |
| ARTICLE 18 - COURT TIME..... | 26 |
| ARTICLE 19 - CLOTHING ALLOWANCE..... | 27 |
| ARTICLE 20 - EDUCATION..... | 28 |
| ARTICLE 21 - WORKING OUT OF CLASSIFICATION..... | 32 |
| ARTICLE 22 - LIABILITY COVERAGE..... | 33 |
| ARTICLE 23 - LINE OF PROGRESSION..... | 34 |
| ARTICLE 24 - HOURS..... | 36 |
| ARTICLE 25 - SENIORITY | 37 |
| ARTICLE 26 - SHIFT CHANGES | 38 |
| ARTICLE 27 - HEALTH AND SAFETY | 39 |
| ARTICLE 28 - PERSONNEL REDUCTION | 40 |
| ARTICLE 29 - DISCIPLINE AND DISCHARGE | 41 |
| ARTICLE 30 - UNION OFFICIALS TIME OFF | 42 |
| ARTICLE 31 - NEGOTIATION PROCEDURES | 44 |
| ARTICLE 32 - INSTRUCTOR/PROJECT OVERTIME PAY..... | 45 |
| ARTICLE 33 - ROTATION TO COVER OFF-DUTY HOURS FOR DEPUTY FIRE MARSHALS, ASSISTANT FIRE MARSHALS, AND PIO..... | 47 |
| ARTICLE 34 - FIRE ACADEMY ASSIGNMENT..... | 48 |
| ARTICLE 35 - FIRE DIVISION CHIEFS | 49 |
| ARTICLE 36 - SPECIALTIES..... | 50 |
| ARTICLE 37 - AUTOMATIC VEHICLE LOCATOR/ELECTRONICS..... | 54 |
| ARTICLE 38 - DRUG/ALCOHOL WORK RULES AND TESTING PROCEDURES | 55 |

ARTICLE 39 - DURATION 61
APPENDIX 1 - EDUCATION INCENTIVE MATRIX..... 62
LETTERS OF UNDERSTANDING/MEMORANDUM 63

ARTICLE 1 - AGREEMENT

The rules contained herein constitute an agreement between the City of Everett, Washington, hereinafter referred to as the "City," and the Everett Firefighters Local No. 46 of the International Association of Firefighters, hereinafter referred to as the "Union," governing wages, hours, and working conditions of employment for members of the bargaining unit. Any references herein to gender shall be deemed to include both genders.

ARTICLE 2 - RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and working conditions of employment for Fire Department employees in the classifications listed in Article 9.

The Union represents all employees through the rank of Division Chief.

ARTICLE 3 - PAYROLL DEDUCTIONS

Upon receipt of a written and signed form from the employee authorizing payroll deduction, the City shall each month deduct Union dues and assessments from the employee's wages in the manner prescribed by law. The amount so deducted shall be mailed each month to the Union.

Payroll deduction errors shall be adjusted within thirty (30) days after they become known and the Union, any employee or the City shall refund to the other any amounts paid, received or incorrectly withheld in error.

The City shall be held harmless from any and all claims by the Union or the employees against the City which may arise of the City's compliance with this Article and/or Article 2 (Recognition), unless such claim is based upon an error by the City. An employee may revoke authorization for payroll deduction of payments to the Union by written notice to the City. The City will cease the dues deduction the next scheduled pay period following the notice of revocation of authorization. The City shall notify the Union within 15 working days when it receives notice of revocation.

ARTICLE 4 - UNION SECURITY

Section 1. Within thirty (30) days of hire or transfer into the bargaining unit, each employee shall attend a one-hour orientation session with a designated Union representative. The purpose of the orientation is for the Union to provide information related to coverage under this CBA and enrollment in Union membership. The City and the Union agree that employees covered under this Agreement hired on or after its effective date shall, on the thirty-first (31st) day following the beginning of such employment, make an election whether or not to become a member of the Union in good standing. Employees desiring to become a member of the Union shall advise the City with an “opt/in” letter provided by the Union that authorizes the withholding of regular Union dues. Employees desiring not to become and/or remain a member of the Union shall advise the City with an “opt/out” letter provided by the Union.

Section 2. Upon written authorization from an employee within the bargaining unity, the employer shall deduct from the pay of such employee the monthly amount of dues as certified by the secretary of the Union and shall transit the same to treasurer of the Union. Any employee who has submitted written authorization but thereafter seeks to discontinue such payment may do so effective by the next pay period.

Section 3. The City will provide a monthly written report to the Union transmitted with transfer of deducted dues owed to the Union (“the transferred amount”). Such report shall indicate: 1) all individuals who had dues withheld as part of the transferred amount, and the amount withheld and transmitted on behalf of that individual; 2) a list of all employees who did not have dues withheld as part of the transferred amount; 3) a list of all employees commencing employment since the preceding report; and 4) all employees in the preceding month who requested discontinuance of payroll deduction of dues.

Section 4. The parties recognize that the Union may impose service charges to the extent permitted by law upon nonmembers.

ARTICLE 5 - DISCRIMINATION

The City agrees not to discriminate against any employee for activity in behalf of or membership in the Union. The City and the Union agree not to discriminate against any person or employee because of color, gender, race, religion, national origin, age, genetic information, ethnic background, marital status, sexual orientation, honorably discharged veteran or military status, or the presence of physical, mental or sensory disability unless it is a bona fide occupational qualification.

ARTICLE 6 - GRIEVANCES

For the purpose of this Agreement, the term grievance shall mean a dispute between the Employer and the Union or the Employer and an employee concerning alleged misinterpretation or violation of the Agreement. Grievant shall mean any aggrieved employee and/or the Union.

It is mutually agreed that the Union has the right in its own capacity to act as an aggrieved party in the grievance procedure. In the event that the aggrieved party is an individual employee, the grievance procedure shall begin with Step 1. In the event the Union is the aggrieved party, the procedure shall begin with Step 3.

The grievant shall have thirty (30) calendar days to initiate the grievance procedure from the time the aggrieved party first becomes aware of the alleged grievance.

Step 1: The grievant shall submit in writing, to the Union grievance committee, all relevant facts involving the alleged grievance along with the remedy sought. The Union grievance committee, upon receiving the written and signed statement, shall determine if a grievance exists within fourteen (14) calendar days after receipt of the said grievance. If, in their opinion, no grievance exists, no further action will be taken.

Step 2: If the committee agrees that a grievance does exist, they and/or the employee shall outline the grievance in writing, identify all relevant facts and specify the article(s) and section(s) in dispute along with the remedy sought and present the same to the employee's Assistant Chief of Operations within fourteen (14) calendar days. The Assistant Chief of Operations shall forward a copy of the grievance immediately to the Fire Chief.

Step 3: If within fourteen (14) calendar days following receipt the Assistant Chief of Operations has not settled the grievance satisfactorily, the committee and/or the employee may submit it to the Fire Chief. If the grievant is the Union, the first step of the grievance shall be to submit the grievance in writing to the Fire Chief using the grievance format (facts, contract provisions and remedy) of Step 2.

Step 4: If within fourteen (14) calendar days following receipt the Chief has not settled the grievance satisfactorily, the committee and/or employee may submit it to the Mayor.

Step 5: If within fourteen (14) calendar days following receipt the Mayor has not settled the grievance satisfactorily, the Union may submit the grievance to arbitration. The City and Union representatives shall meet within forty-five (45) calendar days of receipt of the grievance by the Chief to select a neutral arbitrator. If the parties cannot agree to the appointment of a neutral arbitrator, the parties shall submit a request to the Federal Mediation and Conciliation Service (FMCS) for a listing of nine (9) professional arbiters. Within seven (7) calendar days following receipt of the list from the FMCS, the parties shall meet and shall take turns in striking names from the list until one remains; the first striking to be governed by the toss of a coin. The decision of the arbitrator shall be final and binding upon all parties concerned. Each side to the arbitration shall pay for one-half of the arbitrator's fees and expenses.

The employee or Union and the City may, by mutual written agreement, extend the time limits specified in this grievance procedure.

By mutual written agreement, any step in the grievance procedure may be omitted and the grievance advanced to the next step.

ARTICLE 7 - MANAGEMENT RIGHTS

The management of the City and the direction of the work force are vested exclusively in the City unless otherwise expressly provided by the terms of this Agreement. The City has the right to manage and operate the Fire Department in its discretion, and to adopt rules for the operation of the Department and the conduct of its employees, provided such management, operation and rules are not controlled by the terms of this Agreement or by applicable law. Examples of such rights include the right:

- A. To recruit, hire, transfer within the Fire Department, promote or lay off employees;
- B. To suspend, demote and/or discharge employees or take other disciplinary action;
- C. To schedule meetings for all supervisory personnel;
- D. To assign work and determine the location and the number of personnel to be assigned duty at any time It is understood by the parties that every incidental duty connected with fire service oriented operations enumerated in job descriptions is not always specifically described. The City agrees that work assignments shall be limited to Fire Department duties.
- E. To control the departmental budget, including its allocation for equipment and supplies.
- F. To hire or promote and place employees in civil service classifications even when a vacancy doesn't exist.
- G. Administrative leave:

The City has the right to place employees on paid administrative leave. The City may use administrative leave with pay as a means of placing employees in an off-duty capacity during times that they are otherwise scheduled to be on duty. Examples where administrative leave with pay may be used, if appropriate, would include, but not be limited to investigations or fitness for duty exams. Individuals on paid administrative leave must be available and responsive during their regular work schedule. Individuals on Paid Administrative Leave are not subject to overtime, callout shifts, or any additional duties. Employees on Paid Administrative Leave will earn their regular rate of pay, plus premiums they would have ordinarily received as part of their shift such as specialty premium.

ARTICLE 8 - PREVAILING RIGHTS

All rights and privileges for employees, at the present time in the form of salaries, overtime, insurance, other monetary payments by the City, hours, and shifts shall remain in full force, unchanged and unaffected in any manner by this Agreement except as expressly provided elsewhere in this Agreement or changes by mutual consent, provided that this Article shall have no application to a situation where a third party unilaterally alters or terminates a health care plan, in which case the parties will bargain collectively as required by law.

ARTICLE 9 - SALARY SCHEDULE

EMT

Any personnel other than a Firefighter/Paramedic or a non-classified Paramedic assigned to an aid car or medic unit shall receive 5.00% above first-class firefighter wage per hour over and above his/her regular pay for each hour assigned such duties. Officers working out of classification on an overtime shift on the aid car will not receive EMT pay.

2026 Salary Schedule

Effective January 1, 2026, the salary schedule for the classification of Firefighter is increased by 3.75%.

2027 Salary Schedule

Effective January 1, 2027, the salary schedule for the classification of Firefighter is increased by 4.0%.

2028 Salary Schedule

Effective January 1, 2028, the salary schedule for the classification of Firefighter is increased by 3.75%.

2029 Salary Schedule

Effective January 1, 2029, the salary schedule for the classification of Firefighter is increased by 100% of the CPI-U for Seattle/Tacoma/Bellevue for June 2028 with a minimum of 2% and a maximum of 5%.

Salary Progression

| CLASSIFICATION TITLE | RANGE NO | STEP A | STEP B | STEP C | STEP D |
|-----------------------------|----------|--------|--------|--------|--------|
| Firefighter | 04-117 | 6,880 | 7,855 | 8,836 | 9,819 |
| Firefighter Driver/Engineer | 04-018 | 10,801 | | | |
| Firefighter/Paramedic | 04-020 | 11,488 | | | |
| Fire Captain | 04-021 | 12,274 | | | |
| Deputy Fire Marshal | 04-021 | 12,274 | | | |
| Medical Services Officer | 04-022 | 12,961 | | | |
| Asst. Fire Marshal | 04-023 | 13,746 | | | |
| Fire Battalion Chief | 04-025 | 14,434 | | | |
| Fire Division Chief | 04-024 | 17,183 | | | |

Step D firefighter is known as First Class Firefighter wage

- A. Salary Progression Intervals shall be as follows:
- B. Firefighter Driver/Engineer: 10% above First Class Firefighter
- C. Firefighter/Paramedic: 17% above First-Class Firefighter
- D. Fire Captain or Deputy Fire Marshal: 25% above First Class Firefighter
- E. Medical Services Officer: 32% above First Class Firefighter
- F. Asst. Fire Marshal: 40% above First Class Firefighter
- G. Fire Battalion Chief 47% above First Class Firefighter
- H. Fire Division Chief: 75% above First Class Firefighter

Non-Specialty Pay

1. **Senior Paramedic:** After five (5) years of paramedic service in the Everett Fire Department, Paramedics shall receive an additional 3% attached to their base salary. This section does not apply to non-classified paramedics.
2. **Station Captains:** shall receive an additional 3% attached to base salary. There shall be eight Station Captains. One Station Captain shall be assigned at each fire station. Station 1 will have two Station Captains assigned to it. Station Captains will be subject to station assignment. Station Captain eligibility will be based on seniority. Station Captains on extended leave beyond 30 days shall not receive station captain premium.
3. **Battalion Chief:** shall receive 40 hours of supervisory or command level training (does not include AC/BC meetings, HazMat IC refresher, or group supervisor training), to be paid at the overtime rate.
4. **Non-classified Paramedics:** Employees who maintain the Washington State Paramedic Certification after promoting out of the paramedic classification will have 3% attached to their base salary, and the employees are eligible for all provisions of Article 20, Section 2 regarding continuing medical education. Paramedics who have achieved Senior Paramedic Status may upon voluntary demotion to firefighter have the 3% attached to their base salary under the foregoing conditions. In order to maintain proficiency as a Paramedic, Non-classified paramedics shall serve on a paramedic unit for six shifts per year.
5. **Paramedic Preceptor:** While a student is assigned to a paramedic unit, the two paramedics assigned to the unit shall receive 3% Paramedic Preceptor pay.

Specialty:

1. Pay for Specialty Assignments shall be as follows
2. Hazardous Materials Technician: Team members shall receive an additional 3% attached to their base salary.
3. Technical Rescue Technician: Team members shall receive an additional 3% attached to their base salary.
4. Marine Team Program:
 - a. Coxswain shall receive an additional 3% attached to their base salary.
 - b. Deck Hand will receive an additional 1.5% attached to their base salary.
5. Rescue Swimmers will receive an additional 3% attached to their base salary.
6. All personnel filling positions #1 – #5 above shall comply with the Everett Fire Department Rules and Regulations governing these positions.
7. An employee shall not receive more than six (6) percent specialty pay. Employees covered in the above Non-Specialty Pay section do not count for six (6) percent cap for specialty pay. Each member will be limited to one specialty (HazMat, Rescue, Marine Team, Rescue Swimmer) Existing dual specialty members are grandfathered in and listed in the specialty document found in SharePoint.
8. Battalion Chiefs are not eligible for specialty pay other than non-classified paramedic.

Deferred Compensation:

In lieu of FICA contributions, the City will contribute to each bargaining unit member in addition to that employee's monthly salary, deferred earned compensation each month to a City-sponsored Section 457 Deferred Compensation Program. With the exceptions of Division Chiefs, the City's monthly contribution to the Deferred Compensation Program will be 6.2% of a First-Class Firefighter's base wage. Division Chiefs will receive a monthly contribution to the Deferred Compensation Program will be 6.2% of a Division Chiefs base wage.

This deferred earned compensation must be deposited to a City-sponsored Section 457 pre-tax account and shall be the employee's responsibility to monitor their year-to-date combined 457 Deferred Compensation Program contributions, so as not to exceed the applicable IRS annual contribution limit. Should an employee exceed the IRS annual contribution maximum prior to the final contribution in the last pay period of the year, the employee will forfeit any City contribution that exceeds the allowable IRS contribution maximum prior to year end.

New employees will begin receiving the pre-tax deferred earned compensation in the pay period following enrollment process completion.

The deferred compensation is separate pay and is not part of the base monthly salary as codified in the City of Everett Basic Salary Schedule Ordinance. The provision is subject to the City's deferred compensation rules and regulations adopted by City Council and IRS regulations, and the computation of retirement contributions and pension benefits shall be governed by applicable state law. Per RCW 41.26.030, employees in a leave without pay status will not be considered as receiving basic salary and will not be eligible for a contribution to their Section 457 deferred contribution program. The parties agree that said contribution will not count toward the Holiday Pay article's annual cash out.

Payroll Administration:

Employees shall receive pay for the hours worked in a pay period. The effective date of this change will be the pay period following ratification of this contract.

ARTICLE 10 - HOLIDAYS

| Holiday | Date Observed | |
|------------------------|---------------------|-------------------|
| | (Suppression) | (Non-Suppression) |
| New Year’s Day | Actual Calendar Day | Per City Calendar |
| Martin Luther King Day | Actual Calendar Day | Per City Calendar |
| President's Day | Actual Calendar Day | Per City Calendar |
| Memorial Day | Actual Calendar Day | Per City Calendar |
| Juneteenth | Actual Calendar Day | Per City Calendar |
| Independence Day | Actual Calendar Day | Per City Calendar |
| Labor Day | Actual Calendar Day | Per City Calendar |
| Veteran's Day | Actual Calendar Day | Per City Calendar |
| Thanksgiving Day | Actual Calendar Day | Per City Calendar |
| Christmas | Actual Calendar Day | Per City Calendar |

1. For the purpose of establishing the holiday shift, it shall be determined as the day on which the shift starts. The City may refuse a request for a floating holiday (Special Off) if it reduces the minimum manning level below the level stated in Article 27.
2. Non-suppression personnel, employees will observe the holiday in accordance with the City calendar. Employees whose normal day off is Monday or Friday will bank eight hours of holiday time when the designated Holiday falls on their day off.

Suppression personnel in a paid status (scheduled or non-scheduled) or on protected unpaid leave will accrue twelve (12) holiday hours for a maximum of one hundred thirty-two (132) in accordance with section 1. In addition, employees that work Christmas Day (December 25th) and/or Thanksgiving Day (4th Thursday in November) will be paid time and one-half for hours worked on the holiday in accordance with section 3 above. Employees that work overtime on Christmas Day (December 25th) and/or Thanksgiving Day (4th Thursday in November) will be paid at a rate of two times.

3. Suppression Employees will make an annual election of one of the options below:

Employees will make an annual election of one of the options below. Elections must be submitted to payroll by the membership through open enrollment each year. Employees hired any time from January 2nd through November 30th will have a choice of either Options A or B for the year they are hired. Employees that are hired in the month of December will default to Option A for the year they are hired and will have the options of A or B for subsequent years. The City will provide a written agreement for the member to sign electronically during open enrollment period each year. The options are as follows:

Option A: Cash Out Option

Suppression employees will earn holiday time at a rate of 12 hours per the 11 City holidays (132 total hours). Holiday time is not to be considered time off work but will be payable on the holiday itself. This is the default for all employees who do not declare Option B below during open enrollment of the prior year, or within 30 days of being hired.

If the employee separates during the year, they will not be entitled to any paid holidays past the separation date.

New Hires who declare Option A within 30 days of being hired will earn 12 hours of holiday pay for each holiday that follows their date of hire. For newly hired employees who start December 1 -December 25, the Christmas holiday will be paid in the pay period in which it is earned. The employee may elect to receive personal leave beginning the first of the new year, subject to Option B.

If there are extenuating circumstances (such as a serious health condition) during the calendar year where the employee has exhausted their accrued leave banks, the HR Director will consider an employee's request to change their election to personal leave to Option B on a prorated basis.

Option B: Use of Time Off

On January 1, suppression employees will earn 132 hours of personal leave for use throughout the calendar year.

Those who are employed as of January each year and have elected to receive personal leave during open enrollment of the year prior, suppression employees will receive 132 hours of personal leave throughout the calendar year. Personal leave is intended to be used in the same manner as vacation and other accrued leave from work; subject to supervisor/manager approval. If the employee is unable to utilize personal leave during the calendar year, it will be cashed out in the last pay period of the year subject to the reporting rules under the Department of Retirement Systems. For employees starting after January 1 of each year and elect to receive personal leave, leave time will be pro-rated as follows:

| Month of Hire | Suppression Prorated Personal Leave |
|--------------------------|-------------------------------------|
| January | 132 |
| February, March, & April | 108 |
| May | 96 |
| June | 84 |
| July & August | 72 |
| September & October | 60 |
| November | 48 |

4. Non-suppression employees will make an annual election of one of the options below. Elections must be submitted to payroll by the membership through open enrollment each year. Employees hired any time from January 2nd through November 30th will have a choice of either Options A or B for the year they are hired. Employees that are hired in the month of December will default to Option A for the year they are hired and will have the options of A or B for subsequent years. The City will provide a written agreement for the member to sign electronically during open enrollment period each year. The options are as follows:

Option A: Cash Out Option

Non-suppression personnel will earn holiday pay at a rate of 8 hours per the 11 City holidays (88 hours total). Holiday pay is not to be considered time off work but will be payable on the holiday itself. Additionally, employees who take Option A shall take 9 holidays off (72 hours at 8 hours per holiday) during city-designated holidays and work two city-designated holidays (choice of two holidays to work, selected at the beginning of the year). Non-suppression employees who work a 4/10 schedule shall supplement their time off with accrued leave hours (with the exception of sick leave). This is the default for all employees who do not declare Option B below during open enrollment of the prior year, or within 30 days of being hired.

If the employee separates during the year, they will not be entitled to any paid holidays past the separation date.

New Hires who declare Option A within 30 days of being hired will earn 12 hours of holiday pay for each holiday that follows their date of hire. For newly hired employees who start December 1-December 25, the Christmas holiday will be paid in the pay period in which it is earned. The employee may elect to receive personal leave beginning the first of the new year, subject to Option B.

If there are extenuating circumstances (such as a serious health condition) during the calendar year where the employee has exhausted their accrued leave banks, the HR Director will consider an employee's request to change their election to personal leave to Option B on a prorated basis.

Option B: Use as Time Off

On January 1, non-suppression employees will earn 88 hours of leave for use throughout the calendar year.

Employees who take Option B shall take 9 holidays off (72 hours at 8 hours per holiday) during city-designated holidays and work two city-designated holidays (choice of two holidays to work, selected at the beginning of the year). Non-suppression employees who work a 4/10 schedule shall supplement their time off with accrued leave hours (with the exception of sick leave).

If the employee separates during the year, they will not be entitled to any paid holidays past the separation date.

Those who are employed as of January each year and have elected to receive personal leave during open enrollment of the year prior, non-suppression will receive 88 hours of personal leave for use throughout the calendar year. Personal leave is intended to be used in the same manner as vacation and other accrued leave from work; subject to supervisor/manager approval. If the employee is unable to utilize personal leave during the calendar year, it will be cashed out in the last pay period of the year subject to the reporting rules under the Department of Retirement Systems. For employees starting after January 1 of each year and elect to receive personal leave, leave time will be pro-rated as follows:

| Month of Hire | Non-Suppression Prorated Personal Leave |
|-------------------------------------|--|
| January | 88 |
| February, March, & April | 72 |
| May | 64 |
| June | 56 |
| July & August | 48 |
| September & October | 40 |
| November | 32 |

5. Change in work-shift

Employees who move between suppression and non-suppression may not change their option A/B election for that year. Accrual rates for hours in this article will be accordingly adjusted.

ARTICLE 11 - LONGEVITY

The City approves the longevity principle as part of its salary schedule and such principle shall be applied in the adoption of the budget. Longevity shall be paid as follows:

Longevity shall be based by percentage on the first-class firefighter monthly base salary.

Longevity shall be paid as follows:

After 4 years service, base pay plus 2.0% per month. After 8 years service, base pay plus 4.0% per month. After 12 years service, base pay plus 6.0% per month. After 16 years service, base pay plus 8.0% per month. After 20 years service, base pay plus 10.0% per month. After 24 years service, base pay plus 12.0 % per month. After 28 years service, base pay plus 14.0% per month.

Longevity shall be added to base pay regardless of rank or position on the Fire Department or any subdivision thereof but shall only apply to members of this bargaining unit.

ARTICLE 12 - MEDICAL BENEFITS/INSURANCE

1. EMPLOYEE AND DEPENDENT MEDICAL:

1. The City agrees to offer medical coverage for all employees and their eligible dependents. Employees shall have the option of participating in their choice of medical plans including the HMA PPO, HMA CHDP, Kaiser Legacy, Kaiser New Core, and the LEOFF Health and Welfare Trust Plan B. Employees that elect the City's HMA CDHP Plan shall pay 5.0% of the monthly premium. Employees electing any other medical plan shall pay 12% of the monthly premium.
2. Employees electing the HMA CDHP medical plan will receive a City contribution to an HRA in the amount of \$1,500 for an individual or \$3,000 for a family. These contributions will be made in full in the pay period that includes the December 25th holiday. Increases in coverage will have an adjusted HRA contribution effective the first month following the change in coverage. Employees and their covered spouse/domestic partner that complete a whole health exam at the VERA Clinic will receive an additional HRA contribution in the amount of \$200 each. Employees on the HMA PPO plan who complete a whole health exam at the VERA Clinic will receive a contribution in the amount of \$100. The whole health exam incentive will be available to employees and eligible spouses once a year.
3. Employees electing the LEOFF Health and Welfare Trust Plan B will receive a City contribution to their HRA in the amount of \$2,000 for an individual or \$4,000 for a family. These contributions will be made in full in the pay period that includes the December 25th holiday. Increases in coverage will have an adjusted HRA contribution effective the first month following the change in coverage.
4. The employee has the choice of plans, but the plan must be the same for all family members.

2. DENTAL COVERAGE:

The City will pay 100% of the monthly premium for the basic dental insurance plan offered through Delta Dental Service or Willamette Dental Group. Delta Dental insurance coverage will provide an annual maximum of \$2,000. Willamette Dental Group coverage has no annual maximum, however, members are subject to copays.

3. The City will make a monthly contribution to the IAFF Medical Expense Reimbursement Plan (the "Plan") on behalf of each employee. The monthly contribution will be the equivalent of one hour's pay for a First-Class Fire Fighter at the then-applicable rate. Employees in a leave without pay status will not be eligible for City contribution during the period in which they are without pay.

By making such contributions, the City does not make any representations concerning the tax treatment of City contributions or of payments made by the Plan and relies on the Plan's representation that the Plan will properly withhold and report all such payments in accordance with applicable law, including for payments made to domestic partners. Further, the City does not agree to make any further contributions to the Plan for any other liability or claim beyond the monthly contributions described above. In the event of any claim by the Plan or any other entity or individual against the City, other than concerning the above-described monthly contributions, the Union agrees to indemnify and hold the City harmless from and against any and all liability related thereto, including for the City's attorney's fees and associated costs of defense.

4. WAPFML Language

The City will provide Washington Paid Family Medical Leave for eligible employees, in accordance with RCW 50A.04, at no cost to the employee. and the City will self-insure the plan with no premiums to the employee unless the state eliminates the plan.

ARTICLE 13 - OVERTIME

Recognizing that emergencies, vacations, sickness or other unforeseen conditions may require an employee to work overtime, time-and-one-half of the employee's regular hourly rate shall be paid under any of the following conditions:

1. Suppression Personnel: All work performed in excess of the regularly assigned work shift.
2. Non-suppression Personnel: All work performed in excess of the regularly assigned work week.

Bargaining unit employees are subject to being called back to work to complete a shift. Employees called back after 0800 of the same day to complete a shift shall be paid for a minimum of two (2) hours plus actual hours worked excluding travel time. Non-suppression personnel employees being assigned work excess of the regular assigned work week shall be paid for a minimum of two (2) hours plus actual hours worked excluding travel time.

In the event that an employee is awarded an overtime shift, and the overtime is subsequently cancelled within 12 hours of the report time, the employee shall be paid for a minimum of two (2) hours plus actual hours worked.

As per Article 14, employees called in for multiple alarm incidents shall be paid for a minimum of three (3) hours plus actual time worked from the time they report to the on-duty Battalion Chief or designee either in person or from an Everett Fire Department fire station using a City phone.

All overtime, except for emergency work and mandatory education shall be recorded on an overtime list as established by the Chief of the Department. Examples of mandatory education and overtime shall include, but not be limited to, all certification and recertifications, holdovers, and all required training. This list shall be audited by a union committee at least quarterly, to ensure that a fair and accurate recording of hours is kept. It shall be the responsibility of the Chief of the Department and the Union Committee to see that an equal amount of hours as possible shall be divided among all members who are eligible in the Fire Department.

1. In order to ensure equitable distribution, overtime will be offered to the suppression employee with the lowest accumulated overtime hours as long as they are qualified and eligible for the position.

The department shall maintain and post lists of all employees eligible to act within various ranks. The list of qualified positions shall be maintained by the Chief of the Department and posted in all stations. An employee who is eligible to take an examination AND has completed their workbook for that rank may be worked on overtime.

Overtime will be offered in accordance with APM 2.02 Overtime Administration.

Non-suppression personnel will be allowed to receive compensatory time at 1.5 times their hours worked for a maximum of 80 hours per year.

Requests to use and earn Compensatory time must be pre-approved the employees supervisor.

ARTICLE 14 - EMERGENCY OVERTIME PAY

Bargaining unit employees are subject to being called back to work for an emergency. Employees called back for emergencies shall be paid in accordance with Article 13 for a minimum of three (3) hours plus actual hours worked excluding travel time.

For the purposes of this Article only, the word “emergency” shall be defined to mean those incidents which arise without advance notice which endanger life and property where supplemental off-duty personnel are required by the employer.

ARTICLE 15 - VACATIONS

- A. Basic vacation allowance for bargaining unit members shall be accrued in accordance with the schedule below:

| Years of Service | Annual Hours Accrued |
|------------------|----------------------|
| Less than 8 | 180 hours |
| Years 8-12 | 192 hours |
| Years 12+ | 204 hours |

- B. The allocation of basic vacations shall be done on the basis of seniority within each platoon; the most senior individual choosing his/her vacation first, then the next most senior, etc. The first- round selection allows employees to take 1 to 8 shifts consecutively. It is understood that the practicalities of the first-round selection mean that the second round may well result in the need to split vacation requests into two (2) or more segments. The second-round selection allows employees to take 1 to 6 separate shifts in any open slot available. The third round selection allows members with holiday time off (Article 10, Option B) to take up to 0 to 6 shifts off, with the ability to use up to 12 hours of vacation to balance the 6th shift off. This time off will be taken in available vacation slots.

Number of shifts per individual will be limited during bidding by their allowed shifts of vacation based on longevity.

The Union recognizes this above selection process may create situations where employees on acting lists may have to move more often from station to station and will make every effort to provide sufficient acting lists. Furthermore, the Union employees will not be compensated for these moves, including mileage, beyond their regular 24-hour shift.

When an individual with carried-over vacation opts to take such vacation, it shall be added consecutively to his/her regular first round vacation selection in accordance with the regular selection process below. If carried over vacation is selected in the second round it can be taken in any open slot(s) available to their rank, after all second-round selections are complete.

- C. For the purposes of this article, seniority shall be determined by the date on which the employee commenced service with the City of Everett Fire Department.
- D. The City will make a reasonable attempt to align the four (4) platoons in regards to seniority. This may be done on a biennial basis (every two years).
- E. Vacation for non-suppression personnel may be taken in any increment, at the employee's request and will be approved by the Assistant Chief or Fire Marshal, provided coverage is available (ie ensuring a Deputy Fire Marshal or Assistant Fire Marshal is available for on duty rotation).
- F. No individual shall be allowed to carry over in excess of 408 hours of vacation, unless under special circumstances the Fire Chief authorizes an additional carryover in writing for the ensuing year. The 408-hour maximum will be applied at midnight of December 31 annually, taking into account all accrual and usage as of that point. Any excess hours will be cashed out at the employees regular wage, up to 24 hours. Any additional hours will be deleted.
- G. New hires shall earn vacation at a rate of 15 hours per month of service until the next calendar year after the calendar year in which they were hired. For their first vacation, they will be given only those hours earned during their first calendar year of employment. The accruing period shall be January 1 through December 15 and a hire date on or before the 15th of any month will accrue for that month. A hire date after the 15th shall not apply until the following month. The first vacation shall be in an open vacation period or at the discretion of the Fire Department.

- H. In November of the preceding year of the contract, for each year, Local 46 will notify the City of cashout allocation. The choices will be 100% HRA/VEBA/MERP, 100% cash, or a specific allocation of each. At the end of an employee's career, vacation will be deposited into that selection (compensable based on the employee's then applicable hourly rate of pay) for all vacation hours accrued to a maximum of 408 hours, or such other maximum as appears in the Letter of Understanding concerning vacations appended hereto.
- I. Floating vacation shifts already accrued may be taken at the employee's request, provided that the Department has the right to deny a request where taking the day would result in overtime. So that the employee may have a reasonable opportunity to plan for the usage of such floating vacation days, the Department will ensure that if the approval of the day off does not appear to cause overtime as of fourteen (14) days prior to the date of the day off, then the Department will assure the employee that he/she may take the day off. The only circumstances in which floating vacation shifts will be redeemable for cash (compensable based on the employee's then applicable hourly rate of pay) at the end of an employee's career shall be if the employee dies while in the employment of the City.
- J. Vacation slots for fire suppression shall be set by the Fire Department in November of each year for the following year vacation selection.

A vacation slot shall be defined for suppression personnel as a 24-hour shift

The suppression vacation calendar shall be divided into 365 daily rows and six columns as depicted in Appendix B. The intersection of rows and columns shall be termed "slots" and represent a 24-hour shift.

Fire administration reserves the right to block one continuous calendar week in January each year for departmental training purposes.

Battalion chiefs, captains, drivers, and firefighters shall select vacation slots in two rounds and holiday time in a third round, based on seniority and have access to columns 1-5 slots will be filled in successive order until the rows slots are filled. No more than 4 of each of these classifications may be off on any given day.

Paramedics and MSOs shall select vacation slots in two rounds and holiday time in a third round, based on seniority and have access to columns 6-5. Slots will be filled in reverse order until the rows slots are filled. A combination of up to 2 paramedics and/or MSOs may be off on any given day.

During the course of the calendar year, battalion chiefs, captains, drivers and firefighters may access their accrued vacation hours in 24-hour increments for any open slots in columns 1-5.

During the course of the calendar year paramedics and MSOs may access their accrued vacation hours in 24- hour increments for any open slots in column 5 and 6.

An open slot is any slot where vacation has not been picked or where a vacation has been cancelled.

ARTICLE 16 - ACCUMULATED SICK LEAVE

Sick leave accrual is a form of disability insurance that is intended to assist in the prevention of financial loss during illness or incapacity.

Section 1: Accrual

Upon completion of probation, a new hire shall be credited with 294 hours of sick leave and further shall accrue six (6) hours per pay period beginning with the original date of employment. The accumulation of sick leave hours in the regular sick leave bank shall not exceed 1176 hours. All sick hours accumulated will be covered under Washington Paid Sick Leave (WPSL).

Section 2: Eligibility

Employees may utilize sick leave in accordance with WPSL (RCW 49.46.210).

Section 3: Licensed health care provider's Certification

Sick leave with pay for a period of more than three consecutive shifts requires the presentation of a written statement by the employee's personal licensed health care provider or licensed health care provider representing the City, certifying that the employee's absence was subject to restriction. The City reserves the right to send the employee to a licensed healthcare provider representing the City. The employee must also follow the City of Everett leave of absence process when absent for more than three consecutive shifts. When the employee is able to return to work after missing more than three consecutive shifts, they must complete the Everett Fire return to work packet. An employee on sick leave shall inform their battalion chief, or cause the department head to be informed, forthwith that they are unable to report for duty and for whom the sick leave is being taken (Ex: self, child, other).

Section 4: Sick Leave and Vacation Accrual While Receiving Industrial Insurance Benefits

It is understood and agreed that for the period in which an employee is receiving benefits pursuant to the Industrial Insurance Act, they shall not be entitled to accrual of sick leave and/or vacation time. This section shall not prevent an employee from using sick leave or vacation benefits which have previously been earned to supplement the payment of industrial insurance benefits. For those hours of sick leave and/or vacation used to supplement industrial insurance benefits, the employee shall be entitled to accrue additional sick leave and/or vacation hours.

Section 5: Sick Leave Cashout at Retirement

The City shall convert upon employee's retirement (meeting defined criteria from the Washington Department of Retirement Systems) to the HRA/VEBA Account or MERP account funding in an amount equal to sixty percent (60%) of the value of their then existing sick leave accrual balance not to exceed the 1176 cap. The amount will be calculated using the employee's regular hourly rate of pay in the year of their retirement. To be eligible for this retirement funding, the employee must declare their intention to retire in writing at least 6 months prior to the anticipated retirement date. After such declaration, failure to retire at the announced date will result in the loss of 60% of the hours in the employee's sick leave bank. However, if extenuating circumstances exist, at the discretion of the Fire Chief, exceptions for earlier or later use of the incentive may be granted. Extenuating circumstances could include bereavement; serious illness or accident; or significant adverse family or personal circumstances.

In November of the preceding year of the contract, for each year, Local 46 will notify the City of incentive allocation (60%). The choices will be 100% HRA/VEBA/MERP, 100% cash, or a specific allocation of each.

Employees who are unable to perform the essential functions of their job due to a serious health condition shall be guaranteed light duty for up to sixteen (16) weeks, provided they have a certification from their healthcare provider. Exceptions may be granted beyond this period in the event of a temporary disability, including pregnancy or other longer-term serious health conditions upon mutual agreement between the union and the City.

Employees on approved long-term disability may request to use Leave Without Pay for up to sixteen weeks, and may be extended at the City's discretion due to pregnancy.

ARTICLE 17 - BEREAVEMENT LEAVE

When death occurs among members of an employee's immediate family, the employee, at his/her request to the department head, shall be granted reasonable and necessary time off to make arrangements as needed and to attend the funeral and shall be compensated at his/her normal salary for the hours lost from his/her regular schedule, before or after the funeral, with the maximum of two (2) shifts allowance, if working. For non-suppression personnel this shall be forty, (40) hours. This time off shall not be deducted from accumulated sick leave or vacation. The Bereavement Leave must be taken within one year of the passing of the immediate family member.

Members of an employee's immediate family shall be defined as employee's spouse, domestic partner, children, and stepchildren including domestic partner's children; parents, step-parents and siblings of the employee, spouse or domestic partner; grandchildren, grandparents or step-grandparents of the employee, spouse or domestic partner. Any other circumstance with approval of Chief or designee. "Domestic Partner" is defined for purposes of this article as the criteria outlined by the City's Domestic Partner resolution or the State Registry. Proof of criteria may be requested. If there is a disagreement about the employee's time off, the matter shall be resolved after the employee returns to work.

ARTICLE 18 - COURT TIME

The City shall grant leave with pay to any member of the bargaining unit for the period of time such member is to appear before a court, judge, justice, magistrate, or coroner as a plaintiff, defendant, or witness due to the performance of his/her duties as an employee. Any off-duty member so required to appear shall receive a minimum of two (2) hours pay at the overtime rate or the actual time involved at the overtime rate, whichever is greater.

Any off-duty member required to communicate over the phone or video conference shall receive a minimum of 30 minutes pay at OT rate or the actual time involved in the call /video, whichever is greater, must provide 3rd party documentation.

ARTICLE 19 - CLOTHING ALLOWANCE

1. The City of Everett shall purchase and replace Class B uniforms and turnout clothing, as well as any other specialized firefighting clothing required by the Chief of the Department. Replacement will be made as necessary, by the means of a requisition to the Chief of Services. Maintenance shall be the responsibility of the individual members, with the exception of the post incident cleaning and maintenance of the Class B uniform.
2. Dry cleaning shall be allowed to include Class B uniform (jacket and pants), uniforms for the Fire Prevention Bureau and office personnel.
3. The City of Everett shall furnish beds, mattresses, blankets, spreads, pillows and towels. Members of the department shall furnish and maintain their own sheets and pillowcases.
4. The City agrees to purchase and maintain work shoes that meet current requirements and standards set forth by the Fire Department. During the contract period the City agrees to replace presently owned work shoes on a need basis.
5. Class A Uniform. Purchase of a Class A uniform is at the option of the employee.
6. For those employees who have or purchase a Class A uniform, the City will:
 - A. Pay for necessary maintenance of the Class A uniform. Necessary maintenance includes replacing of patches or other insignia.
 - B. Replace a Class A uniform as necessary, as long as the employee's old Class A uniform is exchanged for the replacement.

ARTICLE 20 - EDUCATION

1. Voluntary Education: The City recognizes the value of education and agrees to follow those terms as outlined in the City Tuition Aid program.

2. Mandatory Education:

A. It is agreed that the City shall pay the cost of all EMT certification and recertification classes, and tests taken by all firefighters, regardless of date hired. Further, firefighters who are taking required EMT courses shall be allowed sufficient time off with pay to attend those classes should the scheduling of these classes coincide with the employee's normal work schedule.

B. For employees who are sent to paramedic school they agree to repay paramedic school tuition up to a maximum of \$10,000 if the employee separates employment or voluntarily demotes out of the paramedic rank within three (3) years of obtaining their paramedic certification.

For attending prerequisite classes required to attend formal paramedic training (for example Anatomy and Physiology) paramedic trainees will be compensated at a rate of Paramedic pay (17%). The students will be allowed sufficient time off with pay to attend those classes should the scheduling of these classes coincide with the employee's normal work schedule.

Experienced and Lateral Paramedic new hires will complete up to a 12-month probationary period. Qualification for Educational Incentive of the contract will occur after a 12-month probationary period has been completed.

Experienced Paramedic new hires who attend the fire academy will make a three-year commitment to maintaining their paramedic certification as a condition of their employment.

Paramedic trainees attending formal paramedic training at Harborview will be released from normal duty and will receive the monthly pay of Paramedic (17%) in lieu of all overtime, lodging, meal and travel expenses.

If the paramedic training program changes from Harborview, then this clause is subject to negotiation between the parties.

Paramedic Certification occurs when the employee receives their paramedic active date from the Washington State Department of Health.

C. If the required number of hours of continuing medical education is increased beyond the requirements, as of December 31, 1987, for the position of EMT, and Paramedic, the employees shall be compensated at time-and-one-half of the employee's regular hourly salary for each hour spent in a class or training session.

D. The City recognizes the value of training paramedics under the purview of the City Medical Program Director. The City and the Union agree that the department will follow the Snohomish County EMS Training and Evaluation Program.

Paramedics are required to attend mandatory Continuing Medical Education (CME) training. During the required CME training, a paramedic will receive 1.5 times his/her hourly salary up to a maximum of 50 required CME hours under the following conditions:

1. The classes are attended in Everett during off-duty status.
2. The Medical Director and the City of Everett have the right to determine the type of training eligible for continuing education credit under this program.

3. Continuing education equivalency hours outside of the City of Everett must be pre-approved by the Fire Chief or designee.
4. Each paramedic is responsible for tracking their own CME hours. Any pay received for hours in excess of the allowed 50 hours is subject to repayment by the paramedic.

E. Paramedics will be paid at 1.5 times their hourly salary up to two (2) hours for recertification tests.

F. Except as provided in paragraph 2(b) of the EMT addendum attached to this Agreement, no additional compensation for maintaining the status of EMT, or paramedic shall be paid by the City unless such education would require the payment of overtime under the provisions of the Fair Labor Standards Act.

3. Education Incentive Program. This program will feature a matrix of classes, which will be determined by the Fire Chief or designee.

The education incentive pay for completion of Level I (300.5 hours) is equal to two percent of first-class firefighter rate of pay.

The education incentive pay for completion of Level II (408.5 hours) is equal to an additional two percent of first class firefighter rate of pay (4% total).

Although the Education classes may be taken and completed in any order, an employee cannot qualify for Level I pay until they have completed all of the Supervision and Leadership hours. All classes will be attended off duty. If the employee desires time off duty, the employee will provide any necessary relief.

See Appendix A for a list of qualifying classes.

4. College Incentive. Employees who have completed their Firefighter probation are eligible for College Incentive Pay.

Associate's Degree: 1.5% of first class firefighter pay

Bachelor's Degree: 3% of first class firefighter pay

College incentive pay will be based on transcripts from accredited colleges or universities provided by the employee. The HR Department will have final approval oversight of all transcripts. The transcript and approval will be placed in each employee's personnel file.

5. Civil Service Educational Incentive Points. Employees will receive the following points on Civil Service promotional processes for Deputy Fire Marshal, Assistant Fire Marshal, Medical Services Officer, Captain, Battalion Chief and Division Chief:

2 points for completion of Level I Educational Matrix hours or

4 points for completion of Level I & Level II Educational Matrix hours 2 points

for an accredited Associate's Degree or

4 points for an accredited Bachelor's Degree

6. Travel to Mandatory Training: Employees traveling to mandatory training will be in a paid status during travel time, exclusive of normal commute time. Travel time for mandatory training will begin when the designated shared vehicle is scheduled to leave Fire Administration. The City may provide transportation, in which case mileage reimbursement will not be paid.

Examples of mandatory training include, but are not limited to: Specialty training, EMT training, and CME training.

All training requiring use of the City Business Expense and Travel Policy for training outside the City must be pre-approved by the Fire Chief or designee.

7. Entry Level, Experienced and Lateral Firefighter Probationary Period

Entry Level, Experienced and Lateral Firefighters and Lateral Paramedics who begin City employment prior to attending the fire academy will complete a 12 month probationary period that begins on the first day of the academy that they graduate. Qualifications for Educational Incentive under Article 20 of the contract will occur after the 12 month probationary period has been completed.

Regardless of their probationary duration and academy start date, all new employees will follow the salary schedule steps in Article 9.

For promotional testing purposes, the minimum periods of time in service required to be completed prior to being eligible to take promotional examinations will be based off the first day of probation (not the employees actual date of hire).

Joint Apprenticeship Training Program and Joint Apprenticeship Training Program Committee (JATC). Parties agree to the following:

1. To form a Local JATC Subcommittee with equal representatives from labor and management. The purpose of the committee is to establish and manage the Everett Fire Department's JATC within the confines of the rules and requirements of the Washington State Firefighters JATC Program.
2. To require as a condition of employment that all new uniformed employees participate in and successfully complete the requirements of the JATC program, achieving Journeyman status within the prescribed 3-year apprenticeship program timeline. If due to approved extenuating circumstances (e.g., extended disability), the apprentice is unable to complete the apprenticeship program within the established timelines, he/she shall be granted an appropriate extension of the timeline to complete the program, relative to the time missed due to extenuating circumstances. Willful failure to complete the requirement of the JATC program shall be grounds for discipline up to and including termination.
3. Existing employees with grandfathered JATC courses will be credited with equivalency for the same classes in the Education Matrix.

New, experienced, or lateral hires who maintain journeyman status as recognized by Washington State Firefighter JATC program will be paid as First Class Firefighter.

4. That firefighters entering the JATC Program at Step A will not move to the First Class Firefighter pay scale until they have attained Journeyman status.
5. That the JATC Program will not include the Fire Officer component at this time.

Rules for Non-classified Paramedic

A. These rules apply to employees who maintain Washington State Paramedic Certification, but do not occupy a Civil Service classified paramedic position.

1. Non-classified paramedics must have attained first class firefighter status.
2. Non-classified suppression paramedics shall serve on a paramedic unit for six shifts per calendar year, per Article 9. Overtime shifts shall count towards the six shift requirement.

2a: Non-suppression non-classified paramedics shall serve on a paramedic unit for four day shifts per calendar year as a third person.

3. Non-classified paramedics wishing to become classified must apply and test with all other paramedic applicants and appear on the eligible register following Civil Service rules.

The City will promote classified paramedics following Civil Service Rules.

4. Ongoing approval for Washington State Paramedic Certification must be approved by the Medical Program Director.

ARTICLE 21 - WORKING OUT OF CLASSIFICATION

Any firefighter assigned to act as an officer of a higher rank or working in a position of higher classification shall receive wages for the classification starting from the first shift. This shall not apply to any job wherein a test is not required for advancement.

If there is a temporary vacancy in a higher rank or higher classification, where crew shortages are not created, the vacancy shall be filled by an employee who is on the Civil Service promotional list for that classification and who has completed the promotional workbook and other training requirements for the position. If no employee on the Civil Service promotional list is available, the most senior employee who is eligible to take the examination and has completed the promotional workbook and other training requirements for the position may fill the vacant position (unless bypassed for cause), provided that an employee may refuse the assignment in which case the next most senior employee eligible to take the examination will be asked, etc. Except by mutual agreement, each employee shall not be moved between platoons more than twice per year to fill a temporary vacancy in a higher classification and twice per year to fill a lateral vacancy resulting directly from an out of class move, provided, however, that these annual move limitations apply only to this article. One move is defined to include the employee's assignment from and return to the original platoon.

ARTICLE 22 - LIABILITY COVERAGE

The City shall provide legal defense and pay valid judgments and claims, consistent with City Ordinance No. 287-74, or as hereafter amended, for every member of the bargaining unit arising out of or incident to conduct occurring while the member was performing official duties within the scope of his/her City employment. The City must defend and indemnify the employee for all acts within the scope of their employment.

ARTICLE 23 - LINE OF PROGRESSION

Requirements to take promotional examinations within the fire service are as follows:

| | |
|-----------------------------|--|
| Firefighter Driver/Engineer | Two (2) years of service as an Everett Fire Department. |
| *Firefighter/Paramedic | Two (2) years of service in the City of Everett Fire Department. AND Three (3) years Certification as a Washington State Emergency Medical Technician (Basic). |
| Medical Services Officer | Three (3) years of service as an Everett Fire Department Paramedic. |
| Deputy Fire Marshal | Two (2) years of service as an Everett Fire Department Firefighter. |
| Assistant Fire Marshal | One (1) year service in the Fire Prevention Bureau as a Deputy Fire Marshal; or be a Captain for two (2) years; or hold a Battalion Chief's appointment. |
| Fire Captain | Four (4) years of service within the Everett Fire Department. |
| Battalion Chief | Three (3) years of service as a Captain with the Everett Fire Department. |
| Fire Division Chief | Eight (8) years of service in the Everett Fire Department, plus four-year degree OR a two-year degree and Matrix 2. |

All of the above are based upon the entry level classification of Firefighter.

Promotional Exam Results

Employees that take a promotional exam that are not eligible to promote, or act will be placed on the promotional list and ranked after those that take the promotional exam that are eligible to promote or act.

Requirements to be promoted or to be eligible to act within the fire service are as follows:

| | |
|-----------------------------|--|
| Firefighter Driver/Engineer | Three (3) years of service as an Everett Fire Department Firefighter. |
| *Firefighter/Paramedic | Two (2) years of service in the City of Everett Fire Department. AND Three (3) years Certification as a Washington State Emergency Medical Technician (Basic). |
| Medical Services Officer | Four (4) years of service as an Everett Fire Department. |
| Deputy Fire Marshal | Three (3) years of service as an Everett Fire Department Firefighter. |
| Assistant Fire Marshal | One (1) year service in the Fire Prevention Bureau as a Deputy Fire Marshal; or be a Captain for two (2) years; or hold a Battalion Chief's appointment. |
| Fire Captain | Five (5) years service within the Everett Fire Department. |
| Battalion Chief | Four (4) years service as a Captain with the Everett Fire Department. |
| Fire Division Chief | Ten (10) years service in the Everett Fire Department, plus four-year degree OR a two-year degree and Matrix 2. |

All of the above are based upon the entry level classification of Firefighter.

*The position of Firefighter/Paramedic shall be a promotional selection process from within the Everett Fire Department and would become open/competitive only in the event that the position(s) could not be filled by qualified in-house candidates.

Members appearing on Civil Service lists for Drivers, Captain, Battalion Chief, Deputy Fire Marshal, and Medical

Services Officer will not be eligible for acting positions or promotion until they have completed the respective workbook requirements for that position.

Composition of Civil Service promotional examination processes will be mutually agreed to through the Labor/Management process.

Written promotional tests will be scored and reviewed with members who take a written promotional exam. The details of the execution of this scoring and review session will be agreed upon between Local 46 Executive Board and the COE through labor management.

Members cannot fail the portfolio or community panel assessment portion of the promotional process.

Past list points shall be calculated to include only the final examination grades earned (exclusive of past list experience, incentive points, veteran's points, and time in service points).

For the operational positions of Driver, Captain and Battalion Chief, bonus points shall be awarded if the individual is eligible and signs and agreement to act. The points shall be calculated as .0555 points per full month of qualified service as an actor.

Members testing for Assistant Fire Marshal will receive one point per year for each year they have served as a Deputy Fire Marshal with the City of Everett Fire Department, (maximum of 5 points).

Time in service points shall be added pursuant to civil service rules 4.71, up to a maximum of 12.5 points.

Promotions will occur on the first day of a pay period following the promotion.

ARTICLE 24 - HOURS

Twenty-Four Hour Shift Schedule (Suppression) - The normal work shift for suppression personnel shall be twenty-four (24) hours. The hours of duty shall be established according to the initiative ordinance of the City of Everett so that the average weekly hours of duty in any month shall not exceed 42 hours. In no case, shall a firefighter be required to work in excess of 24 consecutive hours without being paid at the employee's overtime rate. The four (4) platoon system shall be exercised in carrying out this work schedule. Employees called back to work for an emergency will be paid in accordance with Article 14

Forty Hour Shift Schedule (Non-suppression) - The normal work shift for non-suppression personnel shall be 5/8's (five (5) days, forty (40) hour week). In lieu of the 5/8's schedule, day shift members, with authorization from the Fire Chief, or designee, may work the following alternative work schedule: 4/10's ten (10) hours per day, four (4) days per week. The determination of which schedule an employee will work will be made by the Fire Chief or designee, considering workloads, weather conditions, daylight hours, commuting, staffing availability, the needs of the department, etc. The affected employee, and the Union, will be notified fourteen (14) calendar days in advance of any schedule changes.

Lunch Period – During the normal work shift, members assigned to a twenty-four (24) hour shift will receive a one (1) hour paid lunch period. Members assigned to a forty (40) hour workweek will receive a thirty (30) minute paid lunch period. Members instructing or attending training with a scheduled lunch period will receive up to a one-hour paid lunch, where applicable. Members will be available for emergency response during their paid lunch period. The City and Union recognize that due to the nature of the work, mealtimes may be interrupted or need to be taken at an alternative time. Suppression and non-suppression employees shall receive paid rest periods in accordance with City Policy, and state and Federal Law.

Except as provided above, any changes in the working schedule shall be subject to negotiation between the City and the Union according to the procedures outlined in Article 31 of this Agreement and Washington State law.

All other provisions of this contract and any amendments or addendums thereto shall be construed to be read consistent with a 24 hour shift unless specifically stated otherwise.

Employees who work a longer shift when the clocks are moved back one hour to Standard Time in the fall will be paid for the time in excess of the employee's normal workdays at the overtime rate of pay. Employees who work shorter shifts when the clocks are moved forward to Daylight Savings Time in the spring will have the option of choosing to work an additional hour so that the employee works a full shift, or to use one hour of paid time off (e.g. vacation, but not sick leave). Employees electing to use paid time off shall notify the on duty BC.

ARTICLE 25 - SENIORITY

The City shall establish a seniority list and it shall be brought up-to-date January first of each year and immediately posted in all stations and divisions of the Department. All longevity steps shall be assigned according to the current seniority list. Any objections to the seniority list posted shall be reported to the Assistant Chief of the Department and proper adjustments made.

ARTICLE 26 - SHIFT CHANGES

Each member of the bargaining unit shall have the right to exchange shifts without extra pay, with the approval of the Fire Chief or his designee, when trading with other bargaining unit members, when the change does not interfere with the best interests of the Fire Department.

Shift trades must be completed within 12 months.

Members are allowed to trade into two 48-hour shift trades per calendar month.

ARTICLE 27 - HEALTH AND SAFETY

The parties recognize that manning (crew size, on duty shift force) vitally affects the efficient and economic operation of the Department in providing the best possible service to the community and, further, that changes from the present minimum level agreed to in prior contracts do affect the safety and job security of the members of the Union, and therefore agree as follows:

The City agrees to maintain a firefighting force of at least thirty-four (34) firefighters on duty at all times. The City further agrees to maintain at least three (3) firefighters on each fire suppression company, one of whom shall be a captain; to maintain two (2) firefighters on each aid car and to maintain a battalion chief who shall be on duty with each fire suppression platoon.

The City further agrees to use the attrition method in reaching the thirty-four (34) firefighter minimum crew level. Attrition is defined as voluntary quit, dismissal for just and sufficient cause, permanent disability, retirement or death.

Provided, however, that notwithstanding the foregoing, the City may, during the course of the contract year, seek to effect a change in the minimum manning provided by paragraph one above. If the City desires to effect such change, it shall propose to the Union a written proposal as to the reduction sought including reason for the change, prior to the date of the change. At least 90 days prior to the proposed effective date of the change, the City shall meet with representatives of the Union at reasonable times and places for the purpose of exploring the advisability of the change and agreement to the change. If the parties fail to agree to the change within 60 days of the first formal conference, the parties shall submit the proposal to arbitration as provided for by Article 6, Step 4. The Arbitrator shall resolve the issue based upon a finding that the proposal of the City will improve efficiency of service and that it does not reasonably impair the safety of the firefighting force.

ARTICLE 28 - PERSONNEL REDUCTION

In the case of a personnel reduction, the employee with the least seniority shall be laid off first. Time in the Fire Department shall be given the utmost consideration. The involved employee shall have the opportunity of taking up to one (1) year's leave of absence as an option prior to a layoff. No new employee shall be hired until the laid off employee or individual on leave of absence has been given the opportunity to return to work.

The employee shall be given a complete physical examination when he/she is laid off, and upon recall to duty, must be reasonably able to meet the aforementioned physical standard.

Any employee holding a permanent appointment above first class firefighter shall be given the opportunity to return to his original rank at the time of the reduction before anyone is promoted to that rank.

ARTICLE 29 - DISCIPLINE AND DISCHARGE

The City is committed to the principle of just cause for discipline, including discharge. Discipline will be appealable to the Everett Civil Service Commission to the extent provided for by the Commission's rules and regulations. In cases of letters of reprimand, suspensions, demotions and terminations, the employee may appeal the discipline through Article 6, Grievances; in the event of such grievance, the employee may not also appeal to the Commission.

DISCIPLINARY FILE RECORDS

Disciplinary material in an employee's personnel file will be considered in progressive discipline. Upon the employee's written request to the Fire Chief, documentation of oral reprimand or written reprimands will be removed at seventy-two (72) months with the following exceptions, which shall supersede the provisions stated above:

Any specific date for removal stated on the disciplinary document shall be followed. Discipline for a violation of the City's Administrative guidelines covering Harassment, Discrimination and Workplace Violence shall not be removed from the employee file.

Any disciplinary action involving suspension, demotion or removal of pay equating to 48 hours or more may not be removed.

Last Chance Agreements shall not be removed unless a removal date or circumstance is specified in the document.

ARTICLE 30 - UNION OFFICIALS TIME OFF

A. Union Leave Bank

1. A Union business leave bank will be established for the purpose of Union business time off. Each bargaining unit member will donate four (4) hours of vacation time per year, available from their personal vacation leave account, into the Union's business leave bank. This bank will be used at the discretion of the principal officers of the Union to ensure that Union members are able to attend Union-associated conventions, seminars, meetings, etc. at no cost to the City.
2. The City will deduct four (4) hours from each bargaining unit member at the beginning of the calendar year. At the end of the calendar year, any hours remaining in the Union business leave bank will reduce proportionately the individual contribution for the ensuing year. The size of the bank will be determined by the number of bargaining unit members as of January 1st of each year.

B. City Leave Bank

1. Union officials will be granted paid time off for Union business that will not count against the Union leave bank. The purpose of such release time must be limited to matters that directly involve the administration of the Agreement, such as labor management meetings, special committees with the approval through the labor/management process, the processing and adjustment of grievances, and negotiations regarding changes to the existing Agreement.
2. The allowable aggregate of such paid time off for all individuals shall not exceed 240 hours per year. No unused time off shall be carried over into the following years.
3. Not charged against a leave bank will be the release of two (2) Union officials, if on duty, for a maximum of four (4) hours to attend monthly Labor/Management meetings. Additional members may attend by using the Union leave bank.
4. Not charged against a leave bank will be release time for contract negotiations. Up to three (3) members of the Union negotiating team shall be allowed time off, if working, for all meetings between the Union and the City for the purpose of negotiating the terms of the contract, provided that additional team members may attend as long as attendance would not result in overtime costs to the City.
5. Not charged against a leave bank will be the release of Union officials for other functions at the express request of the City.

C. Notice Requirements and Bank Charges

1. For any release time, paid or unpaid, the Union president or designee must notify the Fire Chief or the Assistant Chief of Operations electronically or in writing of the Union's request no less than five (5) calendar days in advance. The request must identify the purpose of the time off and if it is to be charged against the Union or City leave bank and is subject to operational and administrative needs.
2. For time off charged against a bank, if the time off does not cause overtime, the deduction from the applicable bank will be made on an hour for hour basis. If the time off does cause overtime, the deduction from the bank will be made at the rate of one and one-half hours for each hour used to cover for the absent Union official.

D. Unpaid Release Time

The City agrees to allow time off without pay for Union officials or duly appointed representatives when no leave bank time applies, provided that the release would not reduce minimum manning staffing below the levels stated in Article 27.

ARTICLE 31 - NEGOTIATION PROCEDURES

The City agrees to meet with the Union in July for the purpose of negotiating wages and fringe benefits for the Union members covered by this contract. At this first meeting the parties will exchange both a list of articles to be opened as well as proposed language changes for each article opened and proposed language for any new article. It is understood and agreed upon by the parties that this process will not waive any of the rights of any of the parties. All negotiation meeting dates shall be mutually agreed upon. It is understood and agreed that only those articles or new subjects brought to the table at the initial exchange are open to discussion during negotiations, unless it is mutually agreed that other items should be added during the course of negotiations.

ARTICLE 32 - INSTRUCTOR/PROJECT OVERTIME PAY

A. Instructor Overtime Pay.

Recognizing that an on-going educational system within the EFD would be beneficial to both the Fire Department and Local #46, an instructor rate of pay will be initiated with the following guidelines:

1. The level at which the instructor will teach will be established by the Everett Fire Department Training Division.
2. The pay level for EFD instructors will be 1.5 times the employee's hourly rate.
3. Instructors would be requested to teach his own platoon on duty without additional pay when assigned a block of teaching time, to be established by the instructor and the Training Division.
4. All qualified personnel, as established by the Fire Department Training Division, will have the opportunity to participate in this program.
5. No member shall be required to be an instructor under the terms of this contract.

B. Project Overtime Pay

1. The following special projects have been mutually agreed upon by Labor/Management.
 - a) Fit testing
 - b) Site planning
 - c) Labor/Management committees (i.e. rig committee, turnout gear committee)
 - d) FDM or RMS auditing
 - e) PCR review, paper or electronic
 - f) Recruiting
 - g) Equipment, PPE testing
 - h) Bike medic
 - i) First aid station (excluding Event Center)
 - j) Technology implementation projects
 - k) Community risk reduction (community outreach and public education)
 - l) Approved Committees (i.e. Truck, Engine, Safety)
2. Pay for projects will not be used for normal duties or activities performed by the employee in their position. The City is not prohibited from assigning work on projects to employees as other, regular assigned duties or to light duty personnel.
3. The pay level for EFD projects will be 1.5 times the employee's hourly rate.
4. Qualifications to be eligible for projects will be established by Labor/Management.
5. Hours awarded for the work will, to the extent possible, be equally distributed. IAFF Local 46 will monitor hours annually. Projects will not be split between employees unless mutually agreed to by Labor/Management.
6. Projects and employee selections will be determined by the Fire Administration using the criteria listed above.
7. Subject to Labor/Management agreement, project pay may be offered to assist the Administration in support of work currently assigned to personnel working within the Administration.

C. Event Center Pay

Employees staffing the Event Center will be paid in accordance with the rate contracted with the Event Center.

D. Instructor/Project Overtime Pay & Event Center Pay

1. All assignments and hours must be pre-approved.
2. Hours must not exceed the FLSA overtime threshold.
3. Participation is voluntary.

ARTICLE 33 - ROTATION TO COVER OFF-DUTY HOURS FOR DEPUTY FIRE MARSHALS, ASSISTANT FIRE MARSHALS, AND PIO

Deputy Fire Marshal are required to participate in a mandatory on-call rotation to cover off-duty hours. For carrying a pager and being available to respond to calls during certain off-duty hours, Deputy Fire Marshals, Assistant Fire Marshals*, and members serving as Public Information Officers. shall receive compensation in the amount shown below** per hour. During weekdays, the pager period shall be 14 hours and on weekend days it shall be 24 hours. During weeks which contain a City holiday, ten (10) hours for each holiday will be added. During such pager periods, the employees shall not be confined in terms of location or activity but shall report for duty at the fire scene within 45 minutes of notification.

Any off-duty member required to communicate over the phone or video conference shall receive a minimum of 30 minutes pay at the overtime rate or the actual time involved in the call/video, whichever is greater, and must provide third-party documentation.

* Assistant Fire Marshals may opt into the mandatory on-call rotation schedule of the Fire Marshals, for a minimum of three (3) months at a time. Assistant Fire Marshals may be assigned to participate in the mandatory on-call rotation when two (2) or less Deputy Fire Marshals are available to cover off-duty hours (i.e., due to disability, military leave, or vacation).

** The amount per hour will be adjusted in accordance with the cost of living increases in Article 9. The amount for 2026 is: \$ \$4.58
2027: \$4.77
2028: \$4.95
2029: TBD per article 9

ARTICLE 34 - FIRE ACADEMY ASSIGNMENT

1. North Bend Training Academy

Any Captain or Acting Captain assigned to the State Fire Service Training Facility at North Bend will be compensated as follows:

Three hours of pay per day at the overtime rate in lieu of any and all other expenses.

The City also agrees to pay the standard City mileage fee for one round trip from Everett to the North Bend facility for each week the employee is assigned to North Bend.

New-hire recruits who are required to attend the State Fire Service Training Facility at North Bend shall be paid a per diem equal to 90% of the hourly rate of a First-Class Firefighter or the City can elect to pay for the recruit's meals. The payment is in lieu of any, and all expenses incurred by the recruit.

2. Snohomish County Training Academy:

Any Captain or Acting Captain assigned to the Snohomish County Fire Training Academy will be compensated as follows:

Two hours of pay per day at the overtime rate in lieu of any and all other expenses. This reflects the fact that there is no extended travel or overnight stays expected of the captain or acting captain assigned to the SCFTA.

ARTICLE 35 - FIRE DIVISION CHIEFS

1. The parties have agreed to include in the bargaining unit the position of Division Chief.
2. Inclusion of the Division Chiefs, effective on the execution date of this Agreement, is reflected in some of the above articles. Other articles apply generally to the bargaining unit.
3. Certain provisions of the Agreement require modification or addition, as set forth below.

A. Holidays:

Division Chiefs are entitled to the same holidays off, as set forth in Article 10 for non-suppression personnel.

B. Overtime:

Notwithstanding any inconsistent aspect of Article 13, the following applies to Division Chiefs:

1. Overtime will be paid for as defined in Article 14
2. An employee, subject to the approval of the Chief or designee, may receive compensatory time in lieu of overtime pay at the rate of one and one-half (1.5) hours for each hour worked. The maximum accumulation of compensatory time is eighty (80) hours. Compensatory time is to be earned and used with prior approval.
3. Except as provided above, overtime work will only be authorized by the Chief or designee.

C. Non-Specialty and Specialty Pay:

This section of Article 9 shall not apply to Division Chiefs.

4. Division Chiefs shall be selected from a single civil service list, based on civil service rules and qualifications.

Existing Division Chiefs shall have the opportunity to apply for lateral openings when they occur, with no requirement to appear on the eligible register. Civil service eligible registers shall supplement the applicant pool in the event of lateral requests.

Division Chief roles and responsibilities shall be evaluated and redistributed at least every three years, or up to annually with mutual agreement from the Union.

ARTICLE 36 - SPECIALTIES

I. Rules for Rescue Technician

- A. The number of personnel (32 at any one time) will be the sole responsibility of the Fire Administration.

Administration will retain sole authority to determine from which classifications (e.g. firefighter, paramedic, driver, captain) applicants will be selected. Upon determination of which classification(s) is/are needed, a committee comprised of Fire Administration and Rescue Team members will select the applicant(s) from that/those classifications. When an applicant has been accepted into the Rescue Technician Team, a change in the individuals' classification (other than a promotion out of suppression) will not disqualify a member from the Rescue Technician Team.

1. Personnel selection will be based on criteria developed by the Fire Administration and the Union. This criterion includes, but is not limited to department needs, training, qualifications, classification of ranks, and response time to Everett.
 2. Those employees who occupy a Rescue Team position and who accept a non-suppression position within the department will not be eligible for team membership during their non-suppression assignment. Upon their return to suppression they will be eligible for reassignment to the team regardless of their rank. These employees will be reassigned to the team as positions become available in the order they returned to suppression. Those non-suppression employees with prior team membership, and those who have returned to suppression and are waiting for a team opening will be eligible for ongoing overtime competency training.
- B. Employees who occupy a Rescue Team position shall receive an additional 3% specialty pay attached to their base salary.
1. Vacancies created by personnel failing to maintain certification will be filled using the criteria listed above.
 2. Personnel who lose Rescue Technician status for failure to maintain competency, and who later regain certification as determined by the Administration, may be offered the next available open position.
- C. Rescue team training will be part of and in accordance with Snohomish County Rescue team standards.

- D. Personnel selected to be a Rescue Technician must meet the following criteria:

1. Be familiar with Department rescue equipment.
2. Rescue Technician members will be required to attend, satisfactorily complete, attain and retain certification in all rescue disciplines required for County Team membership. Regardless of County Team standards, the minimum standard for Everett Fire Department Rescue Team members is Rescue Systems 1 (USAR), Confined Space, Rope, and Trench Rescue Certification.
3. Rescue Technician members will be required to attend and satisfactorily complete at least one County Team training session per calendar year in each of the four disciplines of Rescue Systems 1 (USAR), Confined Space, Rope, and Trench, and must attend and satisfactorily complete at least one County Team evaluation session per calendar year.

4. Rescue Technician members not meeting their annual requirement due to long term disability will be assigned to day shifts in Training upon their return to work in order to complete the missed training or an equivalent alternative.
5. Rescue Technician members not meeting the annual requirement for any other reason will be de-certified and Rescue Team specialty pay will be terminated.
6. Rescue Tech members are eligible for up to a maximum of 40 hours overtime per year to the Rescue Tech or their replacement if the Technician is released from duty for off-shift training. For the purposes of this Article, overtime for employees attending off-shift rescue training will not be on the member's overtime record as per Article 13 of the Collective Bargaining Agreement. It will be the sole responsibility of the employee to meet continuing education competencies on an annual basis.
7. Travel time for special operations training shall remain inclusive of contractual overtime limits.

II. Rules for Hazardous Materials Technician

- A. The number of personnel (28 at any one time) will be the sole responsibility of the Fire Administration.

Administration will retain sole authority to determine from which classifications (e.g. firefighter, paramedic, driver, captain) applicants will be selected. Upon determination of which classification(s) is/are needed, a committee of Fire Administration and Hazardous Materials Team, members will select the applicant(s) from that/those classifications. When an applicant has been accepted into the Hazardous Materials Technician Team, a change in the individuals' classification (other than a promotion out of suppression) will not disqualify a member from the Hazardous Materials Technician Team.

1. Employees who occupy a Hazardous Materials Team position shall receive an additional 3% specialty pay attached to their base salary.
2. Personnel selection will be based on criteria developed by the Fire Administration and the Union This criterion includes, but is not limited to department needs, training, qualifications, classification of ranks, and response time to Everett.
3. Hazardous Materials Technician Team members who promote to the rank of Battalion Chief will be required to attend, satisfactorily complete, attain and retain certification in Hazardous Materials Incident Command as well as all other required Hazardous Materials Technician team training in order to remain on the team.
4. Those employees who occupy a Hazardous Material Team position and who accept a non-suppression position within the department will not be eligible for team membership during their non-suppression assignment. Upon their return to suppression, they will be eligible for reassignment to the team regardless of their rank. These employees will be reassigned to the team as positions become available in the order they returned to suppression. Those non-suppression employees with prior team membership, and those who have returned to suppression and are waiting for a team opening will be eligible for ongoing overtime competency training.

- B. Haz/Mat Tech training will be part of and in accordance with Snohomish County Haz/Mat Team Standards.

1. Haz/Mat Team members not meeting the annual requirement for any other reason other than long-term disability will be de-certified and Haz/Mat specialty pay will be terminated.

2. Haz/Mat Team members will be required to attend and satisfactorily complete one County training session per quarter as scheduled by the Snohomish County Joint Operations Board.
3. Haz/Mat Team members with specialty positions within the Hazardous materials team shall also attend and satisfactorily complete specific training for designated positions as listed in the Snohomish County Hazardous Materials and Weapons of Mass Destruction Suggested Operating Guidelines.
4. Haz/Mat Team members not meeting their annual requirement due to long term disability will be assigned to day shifts in Training upon their return to work in order to complete the missed training or an equivalent alternative.
5. Haz/Mat Team members are eligible for up to a maximum of 32 hours overtime per year to the Haz/Mat Tech or their replacement if the Technician is released from duty for off-shift training. For the purposes of this Article, overtime for employees attending off-shift Haz/Mat training will not be on the member's overtime record as per Article 13 of the Collective Bargaining Agreement. It will be the sole responsibility of the employee to meet continuing education competencies on an annual basis.
6. Travel time for special operations training shall remain inclusive of contractual overtime limits.

III. Rules for Marine Team

1. The number of personnel 20 Coxswain and or Deck Hands, will be the sole responsibility of the Fire Administration.
2. Administration will retain sole authority to determine from which classifications (e.g. firefighter, paramedic, driver, captain) applicants will be selected. Upon determination of which classification(s) is/are needed, a committee comprised of Fire Administration and Marine Team members will select the applicant(s) from that/those classifications. When an applicant has been accepted into the Marine Team, a change in the individuals' classification (other than a promotion out of suppression) will not disqualify a member from the Marine Team.
3. Personnel selection will be based on criteria developed by the Fire Administration and the Union. This criterion includes, but is not limited to department needs, training, qualifications, classification of ranks, and response time to Everett.
4. Those employees who occupy a Marine Team position and who accept a non-suppression position within the department will not be eligible for team membership during their non- suppression assignment. Upon their return to suppression, they will be eligible for reassignment to the team regardless of their rank when an opening exists. These employees will be reassigned to the team as positions become available in the order they returned to suppression.
5. After selection to the team and initial training as a deck hand, Marine Team members have 18 months to obtain certification as a coxswain. Failure to progress to certification as a coxswain may result in removal from the team. Retaining coxswain certification is required for continued team membership.
6. Vacancies created by personnel failing to maintain certification will be filled using the criteria listed above.
7. Marine team training will be in accordance with Administration standards.

8. Personnel selected to be a Marine Team must meet the criteria set forth by Administration and the Union.
9. Marine team members not meeting their annual requirement due to long term disability will be assigned to day shifts in Training upon their return to work in order to complete the missed training or an equivalent alternative. Marine Team members not meeting the annual requirement for any other reason will be de-certified and Marine Team specialty pay will be terminated.
10. Marine Team members are eligible for up to a maximum of 32 hours overtime per year to the Marine Team or their replacement if the team member is released from duty for off-shift training. For the purposes of this Article, overtime for employees attending off-shift Marine Team training will not be on the member's overtime record as per Article 13 of the Collective Bargaining Agreement. It will be the sole responsibility of the employee to meet continuing education competencies on an annual basis.
11. Travel time for special operations training shall remain inclusive of contractual overtime limits.

IV. Rules for Rescue Swimmers

1. The number of Rescue Swimmers will not exceed 16 and is the sole responsibility of Fire Administration.
2. Administration will retain sole authority to determine from which classifications (e.g. firefighter, paramedic, driver, captain) applicants will be selected. Upon determination of which classification(s) is/are needed, a committee comprised of Fire Administration and Rescue Swimmers will select the applicant(s) from that/those classifications. When an applicant has been accepted as a Rescue Swimmer, a change in the individuals' classification (other than a promotion out of suppression) will not disqualify a member from being a Rescue Swimmer.
3. Vacancies created by personnel failing to maintain certification will be filled using the criteria listed above
4. Rescue swimmer training will be in accordance with Administration standards.
5. Personnel selected to be Rescue Swimmers must meet the criteria set forth by Administration and the Union.
6. Rescue swimmers not meeting their annual requirement due to long term disability will be assigned to day shifts in Training upon their return to work in order to complete the missed training or an equivalent alternative.
7. Rescue swimmers not meeting the annual requirement for any other reason will be de-certified and Rescue Swimmer pay will be terminated.
8. Rescue swimmers are eligible for up to a maximum of 32 hours overtime per year or their replacement if the team member is released from duty for off-shift training. For the purposes of this Article, overtime for employees attending off-shift Marine Team training will not be on the member's overtime record as per Article 13 of the Collective Bargaining Agreement. It will be the sole responsibility of the employee to meet continuing education competencies on an annual basis.
9. Travel time for special operations training shall remain inclusive of contractual overtime limits.

ARTICLE 37 - AUTOMATIC VEHICLE LOCATOR/ELECTRONICS

Recognizing that SNOPAC communications dispatch center plans to implement Auto Vehicle Locator (AVL) technology throughout its communication system, the City and the IAFF Local 46 mutually agree to not use AVL data without cause for disciplinary investigations or actions. AVL equipment may be used for computer-aided dispatch, mapping, proximity-based routing, incident/accident investigation, training, service planning, system performance monitoring, complaint resolution, criminal investigations, and as part of follow-up to corrective action. AVL equipment will not be randomly used to monitor employee performance without cause.

City shall have the right to install video equipment in the fire department fleet. Cameras will be exterior facing only and will not record audio.

The City and the IAFF Local 46 mutually agree to not use video data without cause for disciplinary investigations.

ARTICLE 38 - DRUG/ALCOHOL WORK RULES AND TESTING PROCEDURES

The Union and the City agree that a committee may be formed during the term of this agreement to update this article. The committee shall be made up of equal representation from labor and management.

Section 1 Purpose

The City and the Union recognize that illegal or unauthorized drug and alcohol use by employees (including probationary employees) would be a threat to the public welfare and the safety of its personnel. It is the purpose of this policy to eliminate or resolve illegal drug usage through education and rehabilitation of the affected personnel. The use of alcoholic beverages or unauthorized drugs shall not be permitted at the City's work sites and/or while an employee is on duty or attending an on-line department meeting nor, shall an employee report for duty under the influence of alcohol or unauthorized drugs.

While the City desires to assist employees with alcohol or chemical dependency problems, safety is the City's first priority. Therefore, employees must not report for work or continue working if they are under the influence of, or impaired by, the prohibited substances. Employees participating in treatment programs are expected to abide by all job performance standards and work rules.

Section 2 Policy

The Everett Fire Department performs a vital public service to the community. To ensure this service is delivered safely, we are dedicated to providing and maintaining a drug- and alcohol- free work environment. It is the City's policy to:

- Ensure that employees have the ability to perform their assigned duties in a safe, healthy, and productive manner
- Create a workplace free from the adverse effects of drug and alcohol abuse or misuse
- Prohibit the unlawful distribution, possession, or use of controlled substances
- Encourage employees to seek professional assistance any time personal problems, including alcohol and drug dependency, adversely affect their ability to perform their assigned duties

Section 3 Fairness of Article

The City is dedicated to assuring fair and equitable application of this drug and alcohol work rules article. Therefore, supervisors/managers are required to use and apply all aspects of this article in an unbiased and impartial manner. All supervisors and managers have a duty to uphold this article.

Section 4 Informing Employees

All employees shall be fully informed of this drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the City shall inform the employees on how the tests are conducted, what the tests can determine, and the consequence of testing positive for drug use.

The City encourages employees to seek treatment voluntarily and makes available the Employee Assistance Program (EAP). Any employee who chooses to notify the fire department of alcohol or substance abuse problems prior to either testing positive for alcohol or drugs, or being arrested for or convicted of a DUI, will be given the assistance extended to employees with other illnesses. Sick leave, vacation leave, or leave of absence without pay may be granted for treatment and rehabilitation.

Insurance coverage for treatment will be provided to the extent of the individual's elected medical coverage.

Employees are encouraged to contact the Human Resources Department for help in understanding benefits and leave policies when participating in the EAP. Any decision to seek voluntary help through the EAP or other

resource will not interfere with an employee's continued employment. Employees who voluntarily come forward and ask for assistance to deal with a drug and/or alcohol problem shall not be disciplined by the City. Policies and procedures related to the confidentiality of personal medical information will be maintained at all times.

Section 5 Employee Testing

Unless otherwise required by law, or as required by sections 12 or 15 of this article, employees shall not be subject to random urine testing or blood testing or other similar or related tests for the purpose of discovering possible drug or alcohol abuse.

5.1 Reasonable Suspicion Testing

If the City has reasonable suspicion to believe an employee's work performance is impaired due to drug or alcohol use, the City may require the employee to undergo a drug and/or alcohol test consistent with the conditions set forth in this article.

Reasonable suspicion for the purposes of this article is defined as follows: the City's determination that reasonable suspicion exists shall be based on specific, articulated observations concerning the appearance, behavior, speech or body odors of an employee and shall include, as a minimum, a written report documenting objective, measurable changes in an employee's work performance due to unauthorized drug or alcohol use by two (2) observers who have had an adequate opportunity to observe these changes. Any member who refuses to comply with this article shall be removed from duty immediately and may be subject to disciplinary action.

5.2 Post-Incident/Accident Testing

Employees will be required to undergo urine and breath testing if they are involved in an incident/accident with a City vehicle that results in a fatality or bodily injuries requiring transport for medical treatment.

Following an incident/accident, the employee will be tested as soon as possible, but not to exceed 8 hours from the time of the accident for alcohol testing and 32 hours from the time of the accident for drug testing.

Nothing in this section shall be construed to require the delay of necessary medical attention for the injured employee following an accident or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

5.3 Positive Test Results

All positive test results shall be reviewed by a Medical Review Officer (MRO) who shall be a licensed physician with knowledge of substance abuse disorders. The MRO shall review and interpret confirmed positive urine test results from the laboratory and shall examine alternative medical explanations for such positive tests. Prior to the MRO's final decision to verify positive urine drug test results, the employee shall have the opportunity to discuss the results with the MRO. If the employee does not discuss the results of the positive urine drug test with the MRO within 72 hours after being contacted, or refuses the opportunity to do so, the MRO shall proceed with the positive verification.

Section 6 Sample Collection

The collection and testing of samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results.

The laboratory performing the test shall be one that is certified by the National Institute of Drug Abuse (NIDA).

Collection of blood or urine samples shall be conducted in a manner which provides for the highest, reasonable degree of security for the sample and freedom from adulteration. Blood or urine samples will be submitted as per NIDA standards including the recognized chain of custody procedures. Employees have the right for Union representation to be present. Employees shall not be witnessed while submitting a urine specimen. Prior to submitting to a urine or blood sample, the employee will be required to sign a consent and release form as

attached to this Article.

A split sample shall be reserved in all cases for an independent analysis in the event of a non-negative specimen. All samples must be stored in a scientifically acceptable preserved manner as established by NIDA. All positive confirmed samples and related paperwork must be retained by the laboratory for at least six (6) months or for the duration of any grievance, disciplinary action, or legal proceedings, whichever is longer. At the conclusion of this period, the laboratory's paperwork and specimen shall be destroyed. Tests shall be conducted in a manner to ensure that an employee's legal drug use and diet does not affect the test result.

Section 7 Drug Testing

The laboratory shall test for only the substances and within the limits as follows for the initial and confirmatory test as provided within NIDA standards. The initial test shall use an immunoassay test procedure, which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs:

INITIAL TESTING:

| | |
|---|------------|
| Marijuana (by blood draw) Cocaine metabolites | 150 ng/ml |
| Opiate metabolites ¹ | 2000 ng/ml |
| Phencyclidine | 25 ng/ml |
| Amphetamines | |
| AMP/MAMP | 500 ng/ml |
| MDMA | 500 ng/ml |

(1) *If immunoassay is specific for free morphine, the initial test level is 25 ng/ml.*

If initial test results are negative, testing shall be discontinued, all samples destroyed, and records of the testing expunged from the employee's files. Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the following listed cutoff values.

CONFIRMATORY TESTING:

| | |
|--|------------|
| Marijuana (by blood draw) Cocaine metabolites ² | 100 ng/ml |
| Opiate metabolites | |
| Morphine | 2000 ng/ml |
| Codeine | 2000 ng/ml |
| Phencyclidine | 25 ng/ml |
| Amphetamines | |
| Amphetamine | 250 ng/ml |
| Methamphetamine | 250 ng/ml |
| MDMA | 250 ng/ml |
| MDA | 250 ng/ml |
| MDEA | 250 ng/ml |

(2) *Benzoylcegonine*

If confirmatory testing results are negative, all samples shall be destroyed, and records of the testing expunged from the employee's files.

In the event screening levels as established by federal law change during the term of the Agreement, the parties agree to meet and bargain the changes for adoption.

It is agreed to use only a blood draw for marijuana testing. Testing for marijuana levels will be a THC concentration of 4.00 nanogram per milliliter (ng/ml) or higher as shown by analysis of the person's blood. THC concentration means nanograms of delta-9 tetrahydrocannabinol per milliliter of a person's whole blood.

An employee who is allowed to re-enter the workforce after receiving a confirmed positive test must successfully complete the treatment and rehabilitation program prescribed by an SAP and must agree to an Everett Fire Department Last Chance Agreement.

Drug test results gathered under this article will not be used in a criminal investigation or prosecution.

Section 8 Alcohol Testing

Tests for alcohol concentration will be conducted using a National Highway Traffic Safety Administration (NHTSA)-approved evidential breath testing device (EBT) operated by a trained breath alcohol technician (BAT). The test will be considered positive if the amounts meet the thresholds as established in 49 CFR Part 40, as amended.

No employee should report for duty, or remain on duty, when his/her ability to perform assigned functions is adversely affected by alcohol or when his/her percentage of blood alcohol concentration (BAC) is 0.04 or greater.

Any employee who tests positive for alcohol with a confirmed BAC level of 0.04 or higher will be placed on paid administrative leave pending investigation and referred to a Substance Abuse Professional (SAP) through the City's EAP. A positive alcohol test may result in discipline depending upon the circumstances related to the positive test.

An employee who is allowed to re-enter the workforce after receiving a confirmed positive test must successfully complete the treatment and rehabilitation program prescribed by an SAP and must agree to an Everett Fire Department Last Chance Agreement.

Section 9 Medical Review Officer

The Medical Review Officer (MRO) shall be a licensed physician with knowledge of substance abuse disorders. The MRO shall be familiar with the characteristics of tests (sensitivity, specificity and predictive value), the laboratories conducting the tests and the medical conditions and work exposures of the employees.

The role of the MRO will be to review and interpret the positive test results. He/she must examine alternative medical explanations for any positive test results. This action shall include conducting a medical review with the affected employee, review of the employee's medical history and review of any other relevant biomedical factors. The MRO must review all relevant medical records made available by the tested employee when a confirmed positive test result could have resulted from legally prescribed medication.

Section 10 Laboratory Results

The MRO will advise the employee of any confirmed positive results. The results of any positive drug or alcohol test can only be released to the City by the MRO once the MRO has finished review and analysis of the laboratory's test. Unless otherwise required by law, the City will keep the results confidential in accordance with established policies and procedures.

Section 11 Testing Program Costs

The City shall pay for costs involving the original drug and alcohol testing, including mileage and time associated with any off-duty testing. Employees will be paid at the straight time rate of pay for time spent traveling to and from and participating in any off-duty testing. The City will also pay for all expenses associated with the MRO.

Any additional split-sample testing costs at the request of the employee shall be borne by the employee.

Section 12 Voluntary Rehabilitation Program

An employee may voluntarily enter rehabilitation without a requirement for prior testing. Employees who enter the program on their own shall not be subject to random retesting by the City. Employees may, with prior approval, use their accrued and earned leave for the necessary time off involved in the rehabilitation program.

If an employee tests positive during the one (1) year period following completion of voluntary rehabilitation, the employee will be re-evaluated by a SAP to determine if the employee requires additional counseling and/or treatment. The employee will be solely responsible for any costs, not covered by medical insurance, which arise from counseling or treatment.

Section 13 Duty Assignment

If the duty assignment for an employee is modified or changed as a result of a voluntary rehabilitation program, and the employee successfully completes his/her rehabilitation program, the employee may be returned to the regular duty assignment. Once treatment and follow-up care is completed, and two (2) years have passed with no further violations of this article, test results will be purged from the personnel file.

Section 14 Right of Appeal

The employee has the right to challenge the results of a City-ordered drug or alcohol test and request a retest at the employee's expense. The employee has the right to grieve any discipline imposed by the City pursuant to a positive drug or alcohol test in the same manner that the employee may grieve any other City action.

Section 15 Off Duty Driving Under the Influence of Drugs or Alcohol

The parties agree that all of the following penalties will be imposed upon any employee committing a gross misdemeanor or greater violation related to driving under the influence of drugs or alcohol off duty:

1. First conviction or Deferred Prosecution
 - A. Mandatory inpatient treatment and counseling. The employee will be allowed to use accrued sick leave, if available, for treatment.
 - B. Voluntary entry into the Washington Recovery and Monitoring Program for a period of no fewer than five (5) years.
 - C. Employees with a restricted driver's license requiring an ignition interlock device will be prohibited from driving any City-owned vehicle as long as the license restriction applies.
 - D. A Last Chance Agreement of 60 months which will include a suspension and/or demotion at the sole discretion of the City.
2. Second conviction while working under a Last Chance Agreement will result in termination of employment.
3. Any third conviction will result in immediate discharge.

Employees must notify the Assistant Chief of Operations or the on-duty Battalion Chief of any arrests and/or conviction under any criminal drug or alcohol statute prior to their next work day and within 72 hours following the arrest charge and/or conviction.

Existing employees who have a single DUI or deferred prosecution on record prior to January 1, 2012, shall be subject to the first conviction criteria above.

Existing employees who have two DUIs on record prior to January 1, 2012, will have their current Last Chance Agreements sunset when they have met both of the following conditions:

1. The employee regains an unrestricted driver's license from the State of Washington Department of Licensing, and

2. The employee completes his/her voluntary Washington Recovery and Monitoring Program.

Section 16 City Responsibility

This drug and alcohol testing program was initiated at the request of the City. The City assumes the responsibility for the administration of the Drug and Alcohol Testing Program.

Section 17 Consent for Sampling and Release of Information Form

CONSENT/RELEASE

Subject to my rights under Article 38 of the Collective Bargaining Agreement between Local 46 of the IAFF and the City of Everett, I consent to the collection of a urine/blood, and/or breath sample by _____ and its analysis by _____ for alcohol and those drugs specified in the Collective Bargaining Agreement.

Laboratory test results will be allowed to be released to the City only after the results have been reviewed and interpreted by the Medical Review Officer. Information provided to the employer shall be only whether the tests were confirmed positive or were negative and not any other results of the test without my written consent. The laboratory is not authorized to release the results of this test to any other person or entity other than the City without my written consent.

I understand I have the right to my complete test results and that the laboratory will preserve the sample for at least six (6) months. I have the right to have this sample split and a portion retested at my expense in the event the test results are confirmed positive.

I understand that the City is requiring me to submit to this test as a condition of my employment and that alteration of the sample or failure to reasonably cooperate with the collection of a urine/blood and/or breath sample will result in disciplinary action by the City.

I understand that a confirmed positive test may result in a requirement that I undergo rehabilitation. By

signing this consent form, I am not waiving any of my rights under any federal, state or local law, statute, constitution, ordinance, administrative rule or regulation or common law provision. I understand that I have the right to challenge any confirmed positive test result and any employer action based thereon by filing a grievance under the Collective Bargaining Agreement.

Date

Employee Signature

ARTICLE 39 - DURATION

This Agreement shall be effective as of the first day of January 2026 and shall remain in full force and effect through the last day of December 2029.

With respect to articles of this Agreement, any such article may be opened for negotiations if mutually agreed by both parties. If agreement is not reached within thirty (30) days, said article shall remain in full force as originally written.

The parties recognize that Ch. 41.56 RCW may impose additional bargaining obligations during the term of this Agreement. Subject to the rights and obligations set forth elsewhere in this Agreement, the parties are committed to discharging any such obligations which may arise hereafter under Ch. 41.56 RCW in connection with material alterations of the City's boundaries and/or contracting with other municipalities or entities to provide or receive fire, emergency or emergency medical services normally performed by members of the Union's bargaining unit within or without City boundaries.

date of last signature below

IN WITNESS WHEREOF, the parties have set their hands on the ____ day of _____, 2026.

CITY OF EVERETT

EVERETT FIREFIGHTERS, LOCAL 46



CASSIE FRANKLIN, Mayor

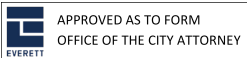
JASON BROCK, Vice President

ATTEST:



CITY CLERK

SEBASTIAN SITTIG, Lead Negotiator



APPENDIX 1 - EDUCATION INCENTIVE MATRIX

| Education Incentive Matrix | | | | | |
|---|--------------|---|-------|---|-------|
| Level 1 Common Track | | | | | |
| Course | Hours | Notes | | | |
| IS-100 | 2 | | | | |
| IS-200 | 4 | | | | |
| IS-700 | 3.5 | | | | |
| IS-800 | 3 | | | | |
| Incident Safety Officer | 16 | National Fire Academy | | | |
| Instructor I Certification | 32 | IFSAC or ProBoard | | | |
| Fire Officer I Certification | 40 | IFSAC or ProBoard | | | |
| Inspector I Certification | 40 | IFSAC or ProBoard or International Code Council (ICC) | | | |
| Fire Protection Strategy and Tactics | 32 | | | | |
| Fire Protection Systems | 32 | | | | |
| Fire Protection Hydraulics | 32 | JATC Required Courses | | | |
| Building Construction | 32 | | | | |
| Fire Protection Codes/Inspections | 32 | | | | |
| Total Level 1 Hours | 300.5 | | | | |
| Level 2 Specialty Track | | | | | |
| Track 1 - Fire Command | | Track 2 - Fire Prevention | | Track 3 - EMS | |
| Course | Hours | Course | Hours | Course | Hours |
| Fire Officer 2 Certification (IFSAC or ProBoard) | 40 | Inspector 2 Certification (IFSAC or ProBoard or International Code Council (ICC)) | 40 | Completed Paramedic Training and Certification | 76 |
| Hazardous Materials IC | 24 | Plans Examiner I Certification (IFSAC or ProBoard or International Code Council (ICC)) | 32 | Elective Training | 32 |
| Elective Training | 44 | Elective Training | 36 | | |
| Total Level 2 Hours 108 | | Total Level 2 Hours 108 | | Total Level 2 Hours 108 | |
| Total Combined Matrix Hours 408.5 | | Total Combined Matrix Hours 408.5 | | Total Combined Matrix Hours 408.5 | |
| Level 2, Track 1 electives will be pre-approved by the A.C. of Administration in one or more of the following subject areas: leadership, incident management, tactical decision making, human resources, data analysis, or productivity software. | | Level 2, Track 2 electives will be pre-approved by the Fire Marshal in one or more of the following subject areas: fire investigations, fire inspections, plans examination, codes, or productivity software. | | Level 2, Track 3 electives will be pre-approved by the A.C. of Administration in one or more of the following subject areas: leadership, incident management, tactical decision making, human resources, data analysis, or productivity software. | |

LETTERS OF UNDERSTANDING/MEMORANDUM












Civil Service List LOU

Washington State Wildland Mobilization LOU

Photo Enforcement LOU


| | |
|-----------------|---|
| Created: | 2026-03-26 |
| By: | Marista Jorve (mjorve@everettwa.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAAN7nZgNiSdgkRf53J9W1g7z6tsN9o_Tkh |

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-  Signer ssittig@everettwa.gov entered name at signing as Sebastian Sittig
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 Document e-signed by Sebastian Sittig (ssittig@everettwa.gov)


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 Agreement completed.

2026-04-02 - 6:20:53 PM GMT