

AGREEMENT BETWEEN

**East Olympia Fire District #6
(Thurston County Fire Protection District #6)**

AND

**International Association of Firefighters
Local #3825
(Thurston County Fire Protection District #6 Bargaining Unit)**

Effective: January 1, 2024 – December 31, 2024

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ARTICLE 1 PREAMBLE

Section 1.1 – Definition

This agreement is entered into upon the date of signature between the International Association of Firefighters Local Number 3825, hereafter referred to as the “**Union**”, “**Employees**” or “**Members**” and Thurston County Fire District No. 6, hereafter referred to as the “**Employer**” or the “**District**.”

The purpose of this agreement is to set forth the mutual understanding of the parties regarding wages, hours, and conditions of employment of those Employees for whom the Employer has recognized the Union as the exclusive collective bargaining representative.

Section 1.2 – Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for all regular, full-time uniformed Fire and Emergency Medical Service personnel (as defined by RCW 41.56.030[4]) employed by Thurston County Fire District 6 (herein referred to as the “bargaining unit.”) This Agreement excludes management supervisors, confidential employees, and non-uniformed employees. District positions covered by this Agreement include:

- Career Firefighter/EMT
- Career Lieutenant/EMT
- Career Captain/EMT
- Career Battalion Chief/EMT

Section 1.3 – Union Membership

The parties agree that it is not a condition of employment to be a member of the union based on the Supreme Court of the United States ruling *Janus v. AFSCME* in 2018. The employer will remain neutral in regard to membership and recognizes the union as the sole bargaining unit representative relative to wages, hours, and working conditions for all firefighters and officers as enumerated in RCW 41.56. Employees desiring to become, and/or remain, a member of the union shall advise the employer with an “opt-in” letter provided by the union that authorizes the deduction of union dues/fees from the wages of employees who have chosen to “opt-in” and forward them to the union each month. Conversely, those who choose to “opt-out” of union membership shall advise the employer in the same manner.

Section 1.4 – Union Dues Payroll Deduction

The Employer shall deduct, from the pay of each Employee covered by this Agreement, the dues and/or representation fees of the Union and shall remit to said Union all such deductions monthly. The Union shall indemnify, defend and hold the Employer harmless against any claims made, and against any suit instituted against the Employer on account of any check-off dues, fees, fines, and assessments for the Union. Changes in the amount of said deductions shall be made twice annually, January 1 and July 1. Exceptions shall be for new Employees, as needed. The Union shall refund to the Employer any amounts paid to it in error on account of this check-off provision upon presentation of proper evidence thereof.

Section 1.5 – Non-discrimination

The Employer and the Union shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms of conditions of employment because of such individual’s race, color, religion, sex, sexual orientation, national origin, Vietnam-era veteran status, marital status or the presence of any physical, mental, or sensory handicap, or age, unless it is based on a bona-fide occupational qualification, nor shall they limit, segregate or classify Employees in any

way to deprive any individual Employee of his or her employment opportunities, except as such may be a bona-fide occupational qualification.

Section 1.5.1 – Gender

Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

Section 1.6 – Definition of Seniority

Seniority shall be determined by continuous service with the District from the most recent date of hire. Seniority shall be broken by a lay-off of three (3) years, by voluntary resignation, by discharge for just cause, or by retirement.

Section 1.6.1 – Seniority Date and List

The seniority of Fire Officers within ranks will be determined by the date the employee is promoted to the title he/she holds. In the event that two or more employees have the same date of permanent promotion, their seniority will be determined by their numerical position on the list from which he/she was last appointed. A seniority list will be posted after new employees are hired or promotion has occurred.

Section 1.7 – Employer Policy and Procedure Manual

The District maintains an operating and administrative Policies and Procedures Manual, which contains information, policies, and procedures important for employees. The District reserves the right to amend the manual and will collectively bargain all Policies and Procedures that fall under the purview of mandatory subjects of bargaining. The Policies and Procedures Manual will apply to the employees covered by this Agreement except where this Agreement is in conflict with such provisions, in which case the Agreement will govern.

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**ARTICLE 2
DURATION**

Section 2.1 – Effective

This Agreement shall be effective January 1, 2024 and shall remain in full force through December 31, 2024. The Union and District agree to notify the other party by July 1st in the year of expiration to begin negotiations as it pertains to modifying, amending, or changing this agreement for subsequent years.

Section 2.2 – Amendments

This Agreement may be amended at any time during its effective term provided there is mutual consent of both parties in writing.

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**ARTICLE 3
MANAGEMENT RIGHTS**

Section 3.1 – Management Rights

All the functions, rights, powers, and authority that are not specifically abridged, delegated, or modified by this Agreement are recognized by the Union as being retained solely by the Employer. These rights include, but are not limited to, the following:

Section 3.1.2

To maintain efficiency and to make, alter, and enforce reasonable rules and regulations to be observed by Employees, provided such rules and regulations are not contrary to the terms and conditions set forth in this Agreement.

Section 3.1.3

To recruit, direct, hire, assign, promote, demote, transfer, and for just cause, suspend, discipline or discharge Employees.

Section 3.1.4

To make and enforce safety and security rules, and rules of conduct of the District.

Section 3.1.5

To manage and operate the District and its services in all respects, including controlling the budget, and without restricting the generality of the foregoing, to determine the number and location of establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of instruments and equipment to be used to select, control, and direct the use of all materials required in the operation of services to be provided and performed; establish, revise and implement personnel policies; implement new and revise or eliminate, wholly or in part old methods, materials, equipment, facilities and standards; to make, alter and enforce rules and regulations governing the use of materials, equipment and services as may be deemed necessary by the Employer, provided that such rules and regulations are not contrary to the terms and conditions set forth in this Agreement or RCW 41.56.

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**ARTICLE 4
CHAIN OF COMMAND**

Section 4.1

Employees will report through the established career chain of command for all District business and activities. The District shall utilize the established chain of command when interacting or addressing non-union related issues. The District and Union will report through the established Union chain of command for Union related issues.

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**ARTICLE 5
PERFORMANCE OF DUTY**

Section 5.1

The employer and the Union recognize that the public interest requires the efficient and uninterrupted performance of all Employer's services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective.

Section 5.2

During the term of this Agreement, the Union shall not cause or condone any work stoppage, strike, slowdown, or other interference with the Employer functions by employees under this Agreement, and should it occur, the Union shall take all steps to end such interference immediately. Employees who engage in any of the previously referenced actions may be subject to disciplinary action up to and including discharge. The Employer shall not lock out any employee for the life of this Agreement.

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ARTICLE 6 PROBATION PERIOD

Section 6.1. Length of Probation Period

No person will be finally appointed to a position until they have satisfactorily served a probation period. The probation period for employees covered by this agreement shall follow the list below:

Section 6.1.1 - Entry Level

No person shall be finally appointed to a position until he or she has satisfactorily served a probationary period. The probation period for employees covered by this Agreement shall be twelve (12) calendar months but no more than eighteen (18) months from their first shift day post recruit academy. Should a member's probation be extended to 18 months, the member would be subject to a step increase following completion of probation. The Fire Chief or designee has the authority to waive all or a portion of the twelve (12) month probation period with mutual consent of the District and Union. start of their first shift day excluding probation/recruit academy.

Section 6.1.2 - Probation Re-Hires, Promotions, Internal Transfers, Lateral, Transfers and RIF Transfers

The probation period for probation re-hires, promotions, internal transfers to positions covered by this Agreement with different job descriptions (including demotions), lateral transfers (a transfer from a different Fire and Emergency Services Department) and RIF Transfers (Reduction In Force from a different Fire and Emergency Services Department due to financial or unforeseeable hardships) shall be a minimum of twelve (12) calendar months but no more than eighteen (18) month. The Fire Chief or his designee has the authority to waive all or a portion of the twelve (12) month probation period with mutual consent of the District and Union. Members that are Re-Hired that have already completed the initial probation period during their initial employment will not be required to complete a secondary probation.

Section 6.1.3 - Extension of Probation Period

The probationary periods may be extended one (1) time only for up to six (6) additional calendar months if deemed to be in the best interest of the District as determined by the Fire Chief or designee. The employee shall be given, in writing, the reason(s) for the extension of the probationary period. The employer shall provide the employee with any necessary training and educational programs to assist the employee in reaching successful completion of the probationary period.

Section 6.2 - Probationary School/ Academy/ Out of Area Work Assignments

Section 6.2.1 - Firefighter Training Academy

The following shall be applied to employees assigned to attend a mutually agreed upon fire training academy, between the District and the Union.

Recruit employees involved in the fire academy program will not be eligible for a callback, work exchange or trades, or out of classification opportunities during the length of the fire training academy assignment.

A firefighter training academy assignment is a non-suppression assignment and employees assigned shall work an average 40- or 48-hour workweek. Any work over 40- or 48-hour workweek per the fire academy will be overtime.

Entry level members hired shall successfully complete a probationary academy at an academy jointly agreed upon by the Union and the District. In addition, new members shall complete any and all assignments, probationary workbooks, tests and any special projects assigned with approval of their immediate supervisor.

If the firefighter training academy requires the employee to wear specific clothing items that are not part of the regular uniform issue, the District will provide or reimburse the employee for those items and or other specific items not identified by the Fire Academy.

When employees are required to reside at the firefighter training academy, meal expenses will be paid by the District while assigned to a fire training academy. Any meal expense not paid directly by the District, shall be submitted to the District for reimbursement. Reimbursement receipts need to be itemized or attached explanation and will be submitted to finance as soon as reasonably possible.

During probation school/academy the Fire Chief and shift supervisor(s) will assign a point of contact(s) for the recruit school new hire(s). The recruit school contact(s) will facilitate communication, needs, and any other fire academy related items between the fire academy lead instructor, entry level member, and the fire district.

Section 6.3 - Requirements and Expectations

Requirements and Expectations during the Probationary Period:

1. Probationary firefighters will demonstrate the ability to work at their certification level and shall meet the requirements as listed in this section prior to removal from probation. The District recognizes entry level members of IAFF Local 3825 do not have recourse to the grievance procedure while on probation. Probationary firefighters will be evaluated quarterly by their immediate supervisor. Three (3) unsatisfactory performance evaluations will result in termination as an employee from the District.
2. During the probationary period all probationary employees will be assigned a permanent shift supervisor.
3. The District will provide proper notice of misconduct and will provide the probationary employee with an opportunity to improve their performance, depending on the severity of the offense.

Section 6.4 - Termination/demotion during Probationary Period

Section 6.4.1 - Entry Level or Lateral Hire

During the probationary period for entry level or new lateral employees with less than 12 months with the organization, the Fire Chief, at their discretion, may terminate/demote the probationary employee. Such probationary employee(s) will not have recourse to the grievance procedure of this Agreement.

Section 6.4.2 - Officer Probation/Demotion

During the probationary period for promoted employees, the Fire Chief, at his or her discretion, may demote the probationary employee. Such probationary employee(s) will have recourse to the grievance procedure of this Agreement. All probationary employees reserve all rights of Union representation and recourse afforded by State and Federal law.

Section 6.5 - Probationary Performance Evaluation, All Positions

The employee's direct supervisor or designee will manage the evaluation process and ensure written evaluations are conducted during the probationary period. Upon completion of probation, the Fire Chief or his designee will provide the employee with a written performance evaluation, which indicates completion of the probationary period.

Probationary employees will be evaluated on the following but not limited to:

Fire Academy

1. Completion of approved academy (referencing Article 6 Section 2)
2. Completion of IFSAC Firefighter 1 & 2

Regular Shift Work

1. Completes and passes all probationary work, paperwork, packets and exams as assigned.
2. Possesses and maintains all certifications required for the position as defined in the job description.
3. Completes and passes all applicable Washington State EMT and/or NREMT, and Thurston County EMT requirements.
4. Arrives at work on time.
5. Completes all tasks as assigned by their immediate supervisor.
6. Receives satisfactory review on evaluations in the following areas but not limited to:
 - > Attitude
 - > Teamwork
 - > Self-motivation
 - > Character

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ARTICLE 7 WORK SCHEDULE

Section 7.1 – Standard Work Week – 48/96 Shift Personnel

The Union and the District recognize that employees covered by this Agreement will work an annualized forty-eight (48) hour work week. The shift schedule will be as follows: a twenty-four (24) hour shift on duty, followed by another twenty-four (24) hour shift on duty, followed by ninety-six (96) hours off duty (48/96), with the exception of float position(s) which may be scheduled for a single 24-hour work period. The work period under the 48/96 schedule for FLSA purposes shall be twenty-four (24) days for shift personnel and not to exceed 2496 hours per year. Hours worked over 48 hours per week shall be compensated with the overtime rate.

Section 7.2 – Floating Work Schedule

Assigned employees may be required to work an alternate “floating” schedule of 24-hours and shall not be scheduled for more than (166 hours) per each 24-day FLSA cycle.

Section 7.3 – Forty Hour (40) Work Schedule

Employees may be assigned to this schedule for the purpose of Fire Academy, Training Division assignments, or other agreed upon assignments between the Union and the District. No employee will be removed from shift assignments and placed on a forty-hour (40) work schedule without prior approval of the Union. Employees assigned to a 40-hour work week will not be eligible to receive Kelly Days during their assignment.

Section 7.4 – Shift Trades

Employees shall have the right to voluntarily trade shifts when the trade does not interfere with the operations of the District and is documented in the shift scheduling program. Shift trades shall not cause pay changes and shall be the responsibility of the Employee to track. The trades shall not cause overtime situations where the regular schedule did not. Every effort will be made to limit shift trade hours to not exceed 72 consecutive hours under normal circumstances.

Shift trades are solely for the convenience of the Employees. The District assumes no liability, either monetary or non-monetary, in disputes. Where a shift trade has been authorized and the relief Employee does not report for duty for reasons other than sick leave, it shall be the responsibility of the relief Employee to arrange for his or her replacement. If the relief Employee fails this obligation, he or she shall be charged one (1) hour of vacation time for each hour of reduced coverage. No additional regular time or overtime shall be paid or incurred by the Employer.

Section 7.5 – Staffing

The maximum number of career employees allowed off in a 24-hour period will be two (2), to include both Kelly Days and vacation. Scheduling will be in accordance with department policy and guidelines, with the Master Duty Schedule posted by the 15th of the prior month. This section will be reviewed annually as additional career employees are hired.

Section 7.6 – Short-Term Coverage

Employees may be allowed to cover for each other on a short-term basis without return coverage of no longer than four (4) hours if mutually agreed between the employees. The District must be notified of the change in coverage immediately for operational purposes but will not be tracked by the district. Short-term coverage by employees outside of classification is subject to approval by the Fire Chief or the Fire Chief's designee.

Section 7.7 – Consecutive Work Hours

Shift employees will not be scheduled to work more than 48 consecutive hours without prior approval by the Fire Chief, except in cases of state mobilization or similar extended emergencies. Every effort will be made to limit schedule shift coverage to 72 hours under normal circumstances. A minimum of 12 hours between shifts is required.

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ARTICLE 8 WAGES

Section 8.1 – Salaries

Effective January 1, 2024 the wages of the employees governed by this Agreement are set forth in Appendix “A”, which is attached hereto and incorporated by this reference. Annual step increases will be applied in the anniversary month of the employee’s hiring or based on the date of promotion.

Section 8.2 – Cost of Living Allowance (COLA)

Effective annually on January 1, the District will assess a cost-of-living allowance (COLA) for all employees. The District will pay one hundred percent (100%) of the Urban Wage Earners and Clerical Workers Index (CPI-W) for Seattle, Tacoma, Bellevue area for the period from June through June. Said increase will not exceed five percent (5%) nor will it be less than two percent (2%). This COLA is added to the employee’s current monthly wage. If a member promotes or enters into a new step rate, the dollar amount of that year’s COLA that has already been assessed will be transferred over to the employee’s new rate of pay.

Section 8.3 – New Hires

New hires will be paid according to the annual step determined by their hire date. New non-lateral hires without prior experience will receive Probation pay as identified in the salary schedule in “Appendix A”.

Section 8.4 – Out of Class Pay

Any bargaining unit member who is specifically appointed by the District to perform the duties of a position above that which he or she regularly holds, will be eligible for “out of class” pay for each shift served in that capacity. Any vacant position will be filled with a permanent appointment within 12 months provided there is at least one (1) qualified candidate for the position. An employee who is eligible for “out of class” pay in accordance with qualification and requirements set forth in the “acting out of class” job description will be compensated the percentage difference above the employee’s current rate of pay for the position being worked. Firefighters shall be compensated at three percent (3%) above their current rate of pay for working as a lieutenant. The process for members working out of class will be defined by EOFD policy.

Section 8.5 – Longevity

Each employee will receive a wage increase of 2% for each five years of service with the district beginning at the date of hire. Such a percentage will be based on the employee’s total monthly earnings including premium/incentive pay.

Section 8.5 – Paychecks

The District shall pay employees on the 5th day of each month upon submission of the Employee’s completed timesheet. The Chief may make special arrangements for employees due to special personal circumstances.

Section 8.6 – Union Payroll Deduction

The Employer shall deduct, from the pay of each employee covered by this Agreement, the dues and/or representation fees of the Union and shall remit to said Union all such deductions monthly. The Union shall indemnify, defend, and hold the Employer harmless against any claims made, and against any suit instituted against the Employer on account of any check-off dues, fees, fines, and assessments for the Union. Changes in the amount of said deductions shall be made once annually

on January 1. Exceptions shall be for new employees, as needed. The Union shall refund to the Employer any amounts paid to it in error on account of this check-off provision upon presentation of proper evidence thereof.

Section 8.7 – Specialty Pay Differential

The District will support available members from the agency to participate in the Thurston County Special Operations Rescue Team, known as SORT. One SORT member from the District shall be designated as the agency’s “SORT Lead” and will provide the District with an annual training calendar of required training. All SORT members will keep up with annual requirements and may be required to provide support training to each shift as decided by the District’s training officer.

Both the District and the Union recognize the following positions and will work collaboratively to develop job descriptions throughout the term of this contract.

Medical Services Officer – (MSO) The MSO shall follow a negotiated job description.

Volunteer Coordinator – The Volunteer Coordinator shall follow an agreed-upon job description and should the need to re-negotiate for excess workload, that member shall bring their issues to the Union bargaining team for re-negotiation in good faith with the District.

Wildland Coordinator – The Wildland Coordinator shall follow an agreed upon job description.

Social Media / Public Relations Coordinator- The Social Media / Public Relations Coordinator shall follow an agreed-upon job description and should the need to re-negotiate for excess workload, that member shall bring their issues to the Union bargaining team for re-negotiation in good faith with the District.

Both the District and Union agree that in the event any EOFFD member fills the MSO, Volunteer Coordinator, Social Media/Public Relations Coordinator or Wildland Coordinator position it would be subject to mandatory bargaining.

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ARTICLE 9 OVERTIME PAY

Section 9.1 – Overtime

Section 9.1.1 - Shift Personnel

Shift members regularly scheduled hours are 2,496 annually. Any hours worked beyond the regular scheduled 2,496 hours is overtime. Each month a member will be assigned a minimum of one (1) of their 12 regular scheduled Kelly days and shall be assigned their additional six (6) floating Kelly days per the District. During those months, any hours worked in excess of regularly scheduled hours, Kelly day hours, vacation, or any other additional accrued leave will be compensated with the overtime rate at the rate of time and one-half. Members may choose to earn Vacation hours at one and one-half (1-1/2) hours for every hour worked in lieu of overtime pay and have those earned vacation hours deposited into their vacation time bank. A written request must be submitted to the duty Officer or Supervisor for that day or unless authorized to make such adjustments.

Overtime shall be based on 2496 hours worked per year. The overtime rate for 24-hour shift employees will be determined by dividing 2496 hours divided by 12 months which equals 208 hours a month. Take the employee's monthly base wage plus, any additional education incentives, longevities, and Stipends and divide that by 208 hours to get the employee's regular hourly rate. Overtime will be one and ½ times the member's regular hourly rate.

Section 9.1.2 – Non-Shift Personnel

Hours worked in excess of 40 hours per week, excluding vacation and sick time, will be compensated at the rate of time and one-half. Members may choose to earn Vacation hours-at one and one-half (1-1/2) hours for every hour worked in lieu of overtime pay and have those earned vacation hours deposited into their vacation leave bank. A written request must be submitted to the duty Officer or Supervisor for that day, unless authorized to make such adjustments.

Overtime shall be based on 2080 hours worked per year. The overtime rate for non-Shift 40-hour week employees will be determined by dividing 2080 hours divided by 12 months which equals 173.333333, which will be rounded down to 173 hours a month. Take the employee's monthly base wage plus, any additional education incentives, longevities, and Stipends and divide that by 173 hours to get the employee's regular hourly rate. Overtime will be one and ½ times the member's regular hourly rate.

Section 9.1.3 – Floating Lieutenant

Any hours worked in excess of the scheduled annualized 2496 work hours or 104 (24) hour shifts annually, the floating Lieutenant work schedule will be identified in conjunction with the annual leave calendar, hours worked in excess of those regularly scheduled hours will be compensated with the overtime rate at the rate of time and one-half. Members may choose to earn vacation hours at one and one-half (1-1/2) hours for every hour worked in lieu of overtime pay and have those earned vacation hours deposited into their vacation leave bank. A written request must be submitted to the duty Officer or Supervisor for that day or unless authorized to make such adjustments.

Determining the floating Lieutenant's overtime rate will be the same as 24-hour shift personnel. Employees shall record their approved and performed overtime on their monthly employee time documents and submit them to their direct supervisor. All overtime must be authorized by the District.

Section 9.2 – Hold Over, Call Back, Late Call, Dept Business

Employees required to holdover, or employees called back for unscheduled duty, or required to work more than their scheduled shift hours (due to a late call) will be compensated at the rate of time and one-half. The following is a list of minimum overtime hours compensated:

1. Late Call—hour-for-hour broken into 15-minute increments.
2. Call back— 2 hours.
3. Department Business (Officer Meetings, etc.) — hour-for-hour
4. Hold Over—30-minute increments (this action must be requested or directed by a Chief or Duty Officer). Hold Over is defined when an employee holds over for an employee who is late arriving to shift assignment. In the case of transferring stations in the middle of shift, this shall apply unless an employee holds over due to a late call. In this case, a Late Call shall apply.

Section 9.3 – Overtime List

The Employer shall track each member's overtime in a calendar year. An initial overtime list will be established based on seniority with the member with the most seniority at the top of the list. Only shift overtime hours shall be counted in the rotation, with a minimum of 12 hours worked to be counted. At the beginning of each year, all hours will zero out, but individuals will maintain their position on the list.

If a new career employee is hired during the year, their name will be placed at the bottom of the list with one hour more than the individual with the most hours.

Section 9.4 – Mandatory Overtime

Mandatory Overtime will be used to fill vacancies that occur for various approved leave, including but not limited to sick leave, required training vacancies, approved bereavement leave, Military leave, jury duty, civil witness, FMLA leave, and Kelly Days. Under normal circumstances, the priority for filling career vacancies will be position-for-position or rank-for- rank in accordance with the vacated position. Employees scheduled for vacation leave or are on vacation leave are not subject to mandatory overtime or disciplinary action for refusal of a mandatory request.

Mandatory overtime is implemented after the voluntary process is unsuccessful. Members who are out on L&I, FMLA, Sick Leave, Bereavement, or who are in a leave window are exempt from mandatory overtime. A leave window is defined as a shift or shifts which are immediately preceding or following scheduled time off.

Leave Window Example:

XOOOO2424OOOOX

XOOOO24XOOOOX

XOOOOX24OOOOX

XOOOO2424OOOO2424OOOOX

The mandatory overtime lists will be separate from the voluntary overtime lists, and the following criteria shall apply:

1. If ordered back for any amount of time greater than 30 minutes, the employee will be moved to the bottom of the mandatory list.
2. The movement will occur at the time the individual is assigned the mandatory coverage.
3. There will be no annual re-set of the mandatory lists.
4. All new employees, when probation is completed or allowed to work callback, will be placed at the top of the mandatory list, ranked according to reverse seniority.

In the event overtime is needed, and no one has voluntarily filled the overtime, the mandatory overtime process will be initiated:

Lieutenant Position:

1. The mandatory process will be initiated to call in an off-duty lieutenant.
2. If no off-duty lieutenant can be mandated, the mandatory callback shall move to the acting list.
3. If no off-duty actor can be mandated, the off-going individual appropriate to the position (i.e. Lt-for-Lt, Actor-for-Actor) shall hold over until such time relief is found.

Firefighter (including Temp) Position:

1. The mandatory process will be initiated to call in an off-duty firefighter.
2. If no off-duty Firefighter is available, the callback shall move to mandatory Lieutenant overtime.
3. If no off-duty Firefighter can be mandated, the off-going individual appropriate to the position shall hold over until such time relief is found.

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**ARTICLE 10
LEAVES**

Section 10.1 – Kelly Days

Each employee will be scheduled Kelly days on an annual basis to maintain the 48-hour (annualized) work week. Twenty-four (24) hour shift full-time employees shall accrue eight-teen (18) Kelly days per year. Full time employees shall be scheduled one Kelly Day per month in order of shift seniority on the annual leave calendar for a total of twelve (12) Kelly Days. The remaining six (6) “Floating Kelly Days” will be filled in according to shift seniority, by the district no later than December 1 of the prior year. These eighteen (18) total days are based on a twenty-four-day (24) FLSA cycle that is annualized.

Section 10.2 – Annual Leave (Vacation Time)

Employees shall be granted vacation leave in accordance with the following schedule:

<u>Upon Completion</u>	<u>Earned</u>
1 – 3 years	130 hours /yr.
4 – 6 years	154 hours /yr.
7 – 10 years	200 hours / yr.
11 – 15 years	250 hours / yr.
16 or more years	298 hours / yr.

The maximum amount of accrual for vacation shall not exceed 500 hours by December 31st of a given year. The maximum number of hours of vacation, which may be carried over every year on January 1st, will be no more than a member’s annual allotment and 500 hours. The District strongly encourages the employee to take regular vacation periods. Members shall have no more than 280 of straight hours available for cash out at time of separation from service. Cash option at time of separation shall be at a member’s regular rate of pay.

Annual leave requests shall be completed by December 16th of each year. Seniority shall be considered for assigning vacations during the same time period. Requests to cancel annual leave must be submitted no less than 45 days prior to the cancelled day. During states of emergency (pandemic, major natural disaster, or other obvious major emergency) or during significant staffing hardship as declared by the Fire Chief, members may not be required to have 45 days to give back vacation days. Requests shall be submitted to the respective supervisor and may be denied if position filled already according to normal scheduling.

Vacation leave requested after the December 16 deadline during the year shall be requested by the 7th of the month prior to month being requested.

Any vacation requested by the 7th of the month prior shall be granted based on the availability with consideration given to the number of requests for the same period.

Section 10.2.1

Any regular permanent Employee who is in a vacation status and becomes incapacitated through illness, accident, or hospitalization shall have the right to revert to sick leave status.

Section 10.3 – Paid Holidays

The following shall be designated as holidays for all employees in the bargaining unit:

New Year’s Day	January 1 st
Martin Luther King Jr. Day	3 rd Monday in January
President’s Day	3 rd Monday in February
Memorial Day	As observed in Washington State
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veteran’s Day	As observed in Washington State
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	4 th Friday in November
Christmas Day	December 25 th
Personal Holiday	

Section 10.4 - Compensation for Holiday Duty Hours

Employees shall receive 8 hours of regular pay for each holiday listed in 10.3, which shall be paid in the month that the holiday is observed. The non-cumulative personal holiday (8) hours shall be paid in the November paycheck.

Section 10.5 - Sick Leave

- A. All uniformed employees protected under this agreement shall accrue twenty-four (24) hours of sick leave per month beginning on their start date with no maximum accrual. At the time of permanent separation, a member shall be cashed out up to a maximum of 1296 hours.
- B. Sick leave may be used when the employee is ill or injured or for the care of an immediate family member who is ill or injured.
- C. Any employee covered by this agreement that uses sick leave for more than two (2) consecutive forty-eight (48) hour shifts may be required by the Fire Chief or designee to have a statement from a physician or other health care professional.
- D. Probationary members shall have 120 hours of sick leave front-loaded for the first five (5) months beginning on their start date of employment for the purpose of unseen emergencies that may take place. See Article 10 Section 4.A. for the calculation of earned sick leave. The probationary members shall notify their direct supervisor should they need to use this leave with final approval by the Fire Chief. The Fire Chief shall decide what appropriate action outside of this leave is required in accordance with probationary language in this agreement. Should a probationary member be terminated, the District will be made whole for any sick leave hours used that were not actually earned by the monthly sick leave benefit per Article 10 Section 4 A.
- E. The District and the Union both recognize the possible need for employees to pool earned sick leave in the event of a chronic or long-term illness of a member of the bargaining unit. Bargaining Unit members have the right to donate up to 300 hours of their earned sick leave to a fellow employee in need, provided that they have at least 150 hours remaining after the donation. An employee being separated from service will not have this right.

- F. Before such donation of sick leave can be made, the bargaining unit member(s) wishing to make the donation must formally request in writing or email as such to the Fire Chief. Donations of sick leave are subject to approval of the committee listed below and will be considered on a case-by-case basis. A committee consisting of the Fire Chief, a hard bar officer and a bargaining unit firefighter will approve all requests submitted for use of the Sick Leave Pool. All accrued leave must be exhausted prior to submitting a request to utilize any hours in the Sick Leave Pool.

- G. Upon permanent separation from employment, the employee shall be paid a total of fifty percent (50%) of the employee's sick leave balance at their regular rate of pay up to a maximum of 1296 hours. In lieu of payment, employees may choose to purchase WSCFF Benefit Trust Medical Expense Reimbursement Plan (MERP) credits at a rate of sixty percent (60%) of the employee's sick leave balance.

- H. Employees who accrue more than 1296 hours of sick leave will have the option to buy back sick leave hours. Upon request to receive compensation for accrued sick hrs. over 1296 not to exceed 100 hrs. per request per year.

- I. Member can choose to either:
 - 1. Cash out up to 100 hrs. at 25 cents on the dollar.
 - 2. Contribute to MERP up to 100 hrs. at 50 cents on the dollar.

- J. Buy-back requests must be in writing and submitted to the Fire Chief prior to November 1st of each year. Upon separation of service, sick leave over 1296 will be placed in a "Sick Leave Pool".

Section 10.6 - Bereavement Leave

In the event of a death, the Employee will be allowed up to seventy-two (72) hours of bereavement leave (sick leave) for any death within their immediate family. An immediate family will be defined as brothers, sisters, father, mother, children, grandmother, grandfather, aunts, uncles, or stepparents. Due to the impactful nature of the passing (death) of a dependent family member, the Fire Chief may need to place an employee on extended "bereavement" time off for such time that they deem necessary. The passing of a dependent spouse, or domestic partner, or child may require a minimum of 30 calendar days of bereavement to ensure the employee has time to begin coping with such an event. A "dependent" family member will be defined as a spouse dependent, domestic partner, or children. The Fire chief may allow exceptions to the definition of immediate or dependent on a case-by-case basis. The Fire Chief will have sole discretion for approval of leave.

Section 10.7 - Military Leave

Employees enlisting or entering the military or naval service of the United States pursuant to the provisions of the Military Selective Service Act of 1967, as amended, will be granted all rights and privileges provided by the Act. Employees fulfilling their obligations with respect to the National Guard or reserve status of the Armed Forces will be granted a leave of absence without pay for such purpose as provided by law.

Section 10.8 - Jury Duty

An employee summoned for jury duty on a scheduled workday shall be granted administrative leave for such service and shall be paid by the District his or her regular wage. Any jury pay received for service on a scheduled workday shall be remitted to the Employer. Employees shall be required to report to work for any portion of their scheduled shift during which they are not actually serving on a jury or waiting to be impaneled.

Section 10.9 - Civil Witness

Time off with pay, travel time included, shall be granted for attendance in court cases in connection with the employee's officially assigned duties. Time off with pay shall also be granted for an appearance connected with an employee's official duties before any legislative committee or judicial or quasi-judicial body as a witness in response to a subpoena regarding official duties, or at the direction of proper authority. The above time off shall be counted as hours worked and subject to the overtime provisions of this Agreement. Remuneration received from such duty shall be remitted to the District.

Section 10.10 - Family and Medical Leave

Family and Medical Leave will be granted pursuant to state and federal laws regarding the FMLA in effect at the time that family and medical leave are requested. (Washington Requirement for all public and private agencies under RCW 49.78.005 is as follows: family and medical - public employers and private employers of 100 or more employees are required to offer 12 weeks in any 24-month period for the birth or adoption of a child or to care for a child under 18 years old with a terminal health condition).

Section 10.11 - Maintenance of Employment Status

Any employee covered by this CBA utilizing benefits to include sick, vacation, Kelly Day, compensatory time, bereavement, Family Medical Leave Act (FMLA), Washington Paid Family Medical Leave (PFML), L&I, short or long-term disability utilizing sick leave buy-back, Paid Administrative Leave, or approved of leave of absence will have all pay benefits continued by the District except as stated elsewhere in this Agreement. When the employee returns to work, they will return to their previous rank and position.

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**ARTICLE 11
BENEFITS**

Section 11.1 – Group Medical

Effective upon implementation of this Agreement, the District shall obtain and maintain group medical, dental, and vision insurance for the Employee. The District shall provide for 100 percent of the cost of the premium for the Employee, and 100% of the premium for eligible spouse and eligible dependents in the Uniform Medical Plan - Classic provided by the State Health Care Authority, and provided that the District is limited to a maximum 15 percent increase over the life of the contract. Any increase above 15 percent shall be paid by the individual employee through payroll deduction.

Section 11.2 – Paid Family and Medical Leave

Effective upon implementation of this Agreement, the District shall provide 100 percent of the cost of the premium up to a maximum of .5 percent of the Washington Paid Family and Medical Leave.

Section 11.3 – Medical Expense Reimbursement Plan

The District agrees to make \$75 per month contributions for each member to the WSCFF MERP plan through DiMartino Associates. Contributions to MERP may be adjusted between the District and the employee with further negotiations.

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ARTICLE 12
EDUCATIONAL OPPORTUNITIES AND TRAINING

Section 12.1 – Continuing Education

Training and continuing education is important for upgrading and maintaining employee skills and professional growth. The District may provide opportunity and/or require each employee to attend continuing education or training at the District's discretion.

The Employer may credit employees attending out-of-the-area training with previously regularly scheduled shift hours to keep the employee whole as part of the training class.

Section 12.2 – College Level Courses

The Employer shall reimburse an employee up to \$3,000 per year for the cost of tuition for all pre-approved college level courses at a recognized College or University under the following provisions:

Section 12.2.1

The Employee shall make the request to the Training Chief prior to registering or enrolling in classes. The Fire Chief shall make the determination based on budget constraints, and an agreed upon education plan of which classes apply to the Fire Service.

Section 12.2.2

Upon successful completion, all classes pertaining to the agreed education plan shall then, at the end of the term, have the cost of tuition reimbursed to the employee. The employee is responsible for submitting a copy of the grade(s) received, and receipts for all reimbursable expenses.

Section 12.2.3

An employee with an associate degree from a recognized and accredited college will receive a two percent 2% increase of their base monthly salary.

Upon completion of a bachelor's degree from a recognized and accredited college, the employee will receive a four percent (4%) increase of their base monthly salary.

- a. This provision in section 12.2.3 will not apply to entry level probationary employees.

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**ARTICLE 13
HEALTH AND WELLNESS**

Section 13.1 - Drug Testing

Drug testing will be done for all new hires and for any employee for cause. Employees meeting cause must meet the State of Washington definition of probable cause and will be conducted under Appendix D.

Section 13.2 - Physical Fitness

Employees shall participate in a physical fitness program for one (1) hour a day while on duty. It is intended that the physical fitness conditioning period shall not interfere with assigned or scheduled work, drills, training, or emergency responses. The District agrees to provide one (1) hour each shift for Employees to participate in a physical fitness program.

Employees will participate in an annual wellness medical screening to include (see *Appendix E*). Wellness screenings will be provided by a mutually acceptable third-party vendor or provider, conducted on-site (when possible), and paid for by the employer. The wellness screening shall be considered on duty and shall be compensated for the time spent during the wellness screening. No individual results from the wellness screening other than those required by the WAC 296-842-14005, 296-842-22005 (*currently respiratory fitness questionnaire*) shall be shared with the employer. No “fit” or “not fit” recommendation will be made to the District or authorized representative facilitating the wellness screening event. If any member displays a significant health issue, they will be referred to their private health care provider. Subsequent to the physician follow up, the member will provide the District with a cleared for duty form signed by a licensed physician, within 60 days. This screening shall not be considered a post hire medical evaluation for continued condition of employment. All results will be considered PHI (Private Health Information) from the wellness screening and shall be confidential, non-punitive, and only accessible to the employee. The list of items included in the screening will be mutually agreed upon by the District and the Union and attached (*Appendix E*).

The fitness assessment may be used in lieu of the work rate performance and/or wildland work capacity test based on the consultant's recommendation and/or a mutually agreed to individual performance level. The fitness evaluation shall not be construed as a post hire physical agility test.

Section 13.3 - Tobacco Use

As part of the District's and Union's mission to promote healthy practices, the use or possession of tobacco, tobacco products (snuff, pipes, cigars, cigarettes, or any other product containing tobacco) or e-cigarettes (vaping) is prohibited on all District Property, on emergency scenes, in District vehicles, at official District functions, or while in uniform representing Thurston County Fire District 6. All new hires after January 1, 2017, shall be tobacco-free.

Section 13.4 - Mental Health Peer Outreach

It is recognized that employees under this agreement undergo an immense amount of physical stress, mental strain, sleep deprivation, and other psychological factors that impact and contribute to their overall mental condition. In addition to overall health and wellness, the District recognizes the need for a peer outreach group to provide outside training and resources to all firefighters in need. This group is composed of employees within the District but can provide resources

throughout the region. Group members shall undergo initial training through the IAFF peer support training or equivalent. Employees in crisis on shift shall be allowed immediate treatment or sick leave as appropriate to the situation regardless of on or off duty. Peer support members may advocate on behalf of these employees and will communicate information as appropriate with the shift or immediate supervisor.

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ARTICLE 14 DISCIPLINE

Section 14.1 - Definition

Employees may be disciplined or discharged for just cause. Discipline will be applied progressively and with all due process at escalating levels to allow the employee proper notice of misconduct and an opportunity to improve performance. The level or degree of discipline imposed will be appropriately based on the Employee's prior record of service, length of service, severity of offense, and prior record of discipline.

Section 14.2 - Discipline Procedure

The employee will be entitled to have Union and/or legal representation present at any meeting held with the District to discuss potential disciplinary action against her or him. Disciplinary action or measures may include oral reprimand, written warning, suspension, or discharge. All discipline (except as applied to entry level probationary employees) will be subject to the grievance procedure outlined in Article 15.

Section 14.3 - Oral Warnings

An Oral warning is an admonishment by the Fire Chief or his designee indicating that an act, conduct, or performance is not proper or acceptable. It is intended to improve performance or correct behavior. The Fire Chief's or designee's role is to determine the underlying cause(s) and provide solutions, and to assist and encourage the employee to perform appropriately. Oral warnings are only applicable, with regard to the progressive discipline process, for a period of one year after the date of issuance.

Section 14.4 - Verbal Reprimand

The Employer/Supervisor may meet with the employee to discuss alleged misconduct and provide the employee with an opportunity to improve performance. The Bargaining Unit Disciplinary Action Form may be placed into an employee's personnel file at the discretion of the Fire Chief.

Section 14.5 - Written Reprimand

The Fire Chief or his designee will meet with the employee and Union Representation to discuss alleged misconduct and provide the employee with an opportunity to provide relevant information regarding the violation or work improvement needed. This Written Reprimand will be documented on the Bargaining Unit Disciplinary Action Form.

Section 14.6 - Paid Administrative Leave (PAL)

Depending on the nature and degree of the alleged violation, the employee may be placed on paid administrative leave (PAL) until a resolution is reached. Upon imposition of PAL, the employee continues to accrue normal pay and benefits as defined in this collective bargaining agreement. It may be in the best interest of the employee to be restricted from District property, which also may be requested by the Union or the Fire Chief. Suspension of this restriction shall occur in writing to the employee and the Union by the District representative. The employee will be notified by the District within ten (10) business days of PAL suspension to modify or sustain the suspension pending the final disciplinary hearing. This type of suspension may be imposed without any previous steps and without a pre-hearing.

Section 14.7 - Suspension Without Pay, Demotion, or Discharge

Prior to the imposition of discipline involving suspension without pay, demotion or discharge, the employee shall be provided with a copy of the alleged violation and all relevant documents the employer has in their possession. In addition, the employer may suspend an employee with or without pay pending the final decision as to the appropriate discipline or the overturning of the discipline by the appropriate authority. When discipline warrants a suspension without pay, it is the employer's sole determination as to whether the suspended employee may use vacation in lieu of suspension. However, a hearing shall be held within ten (10) business days of the suspension to modify or sustain the suspension. Conviction of a felony offense will result in immediate discharge of the Employee.

Section 14.8 - Investigations

Supervisors are to initiate investigations in accordance with the employees Weingarten Rights and under the District's policies and procedures. Supervisors may be able to simply bring resolution to the issue without any further action by any party. All members are to behave in a professional manner and answer questions known fully and honestly. Investigations should not exceed twenty-four (24) straight days. Employees have the right to Union representation and a transcript of any interviews.

Section 14.9 - Pre-disciplinary Hearing

The District shall hold a pre-disciplinary hearing no sooner than ten (10) business days from the time the employee was notified in writing of the alleged violation as deemed necessary by the District. At this hearing, the employee will be given their "Loudermill Rights" – an opportunity to present their side of the issue with any and all information needed relevant to the issue. The Union and the Fire District will jointly agree to the participants attending this hearing as well as any modifications or extensions to the hearing. All communication through the District and employee and/or Union shall be submitted in writing.

Section 14.10 - Disciplinary Hearing

The District and/or the District's Risk Manager will schedule a final disciplinary hearing within ten (10) business days following the pre-disciplinary hearing. Any and all disciplinary action shall be final and subject to this agreement's grievance procedure (Article 15). New information or other issues not related to the final application of discipline shall go through the normal process of discipline.

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ARTICLE 15 GRIEVANCE PROCEDURE

Section 15.1 - Definition

A grievance is defined as an alleged misapplication, misinterpretation, or violation of contract clauses of this Agreement. An aggrieved person is the individual employee who is making claim that his or her rights have been violated or believes that he or she has received inequitable treatment because of some condition of his or her employment in the areas indicated above, or the Union on behalf of its membership. Any aggrieved employee may personally, or with the assistance of his or her Union representative, seek relief through this procedure.

Section 15.2 - Exclusive Procedure

The grievance procedure provided below shall be exclusive and shall replace any other grievance procedure for adjudication of any disputes arising from the application and interpretation of this Agreement.

Section 15.3 - Business Days

For the purpose of this article, Business Days shall be defined as Monday through Friday, 0800-1600, with an exception for District recognized paid holidays. On District recognized paid holidays, the next regular business day (Monday-Friday) shall be used.

Section 15.4 - Time Limits

Time limits are established to settle grievances quickly. Time limits may be extended by agreement. It is the grievant responsibility to initiate action which submits the grievance to the next step within the timeframe specified. Failure of the employee/Union to submit the grievance within the time limits specified shall terminate the grievance process and the matter shall be considered resolved. Failure of the District to respond within the time limits will allow the grievance to automatically proceed to the next level of the grievance procedure. In order to prevent disruption of regular work schedules, and to prevent excess overtime, grievances shall be heard on a mutually agreed upon time.

Section 15.5 - Rights and Restrictions of the Parties

- A. A party to the grievance shall have the right to record a grievance meeting at the expense of the requesting party.
- B. An employee may have a representative present at all steps of the grievance procedure.
- C. Grievances of an identical nature involving an alleged violation of the same Article, Section, etc., concerning the same subject matter may be consolidated.

Section 15.6 - Grievance Steps

Prior to filing a formal written grievance, an Employee must discuss the problem with his or her immediate supervisor within ten (10) business days in an attempt to make every effort to resolve the issue informally. If the problem cannot be solved at this level, the Employee shall take the grievance issue to the Union Grievance Committee for counsel and/or review before submitting the formal grievance to the Fire Chief. Nothing in this Agreement shall preclude the right of both parties to meet and verbally discuss the grievance in an attempt to resolve the issue.

STEP 1 - UNION GRIEVANCE COMMITTEE/UNION EXECUTIVE BOARD

A grievance may be initiated by an employee submitting a written grievance to the Union Executive Board (E-Board) or to the Union Grievance Committee providing:

- A. The nature of the grievance.
- B. Alleged violation by Contract Section, Department Rule/Regulation or Policy, etc.
- C. The desired resolution, together with any supporting documentation attached to the written grievance.

The grievance must be submitted within twenty (20) business days of the alleged violation, or within twenty (20) business days of the date the employee had knowledge of the occurrence.

Any issues outside of termination/unpaid leave will be referred to the Union Executive Board. Termination/unpaid leave grievances will be referred to the Union Grievance Committee.

The Union E-Board and/or Union Grievance Committee shall review and determine if the grievance is justified. If, in the opinion of the E-Board/Grievance Committee, the grievance is not valid, no further action shall be taken. If the E-Board/Grievance Committee determines that the grievance is valid, the Union may present the grievance to the next level of the grievance procedure, the Fire Chief.

STEP 2 - FIRE CHIEF

If an employee, or the Union has not been satisfied during oral presentation of his or her grievance to the Fire Chief, the employee, or his or her representative may file it with the Fire Chief in writing utilizing the District's Grievance Report Form. A grievance must be filed within fifteen (15) business days of when the alleged problem occurred. The grievant should state the reasons for his or her grievance, the time (date) that the grievance occurred, relief sought, and the article and clause of the contract which has been misapplied. The grievance must be heard within ten (10) business days after it is filed with the Fire Chief. The Fire Chief must make a formal written answer to the employee within ten (10) business days after the grievance hearing is completed. If the employee feels the matter is not resolved, then the grievance may be filed into the third step. Furthermore, if the grievance is against the Fire Chief, the Union reserves the right to proceed to step 3 of the grievance procedure.

STEP 3 - BOARD OF FIRE COMMISSIONERS

If the employee wishes to pursue the grievance, the employee must submit his or her request, to the Board of Fire Commissioners, in writing within fifteen (15) business days after receipt of the written answer from the Fire Chief in Step 2. A copy of the grievance will also be submitted to the Fire Chief. A hearing will be held within fifteen (15) business days of its filing with the Board of Fire Commissioners. The Board of Fire Commissioners will provide a written answer within fifteen (15) business days after the hearing has been completed. If the employee is not satisfied with the answer given by the Board of Fire Commissioners and if he or she wishes to pursue the grievance, he or she may, within (10) business days after receipt of the answer in step 3, request mediation of the grievance.

STEP 4 - MEDIATION PROCEDURES

If either party requests mediation, the Union or the Board of Fire Commissioners shall forward a request to the Public Employees Relations Commission (PERC) to assign a mediator from the PERC staff. Upon designation of the mediator, the parties will make every attempt to schedule a mediation date within thirty (30) business days.

STEP 5 – ARBITRATION

If mediation is unsuccessful, or either party chooses not to pursue mediation, the aggrieved party may submit to arbitration within fifteen (15) business days after receipt of the answer at step 3 or step 4. The arbitrator shall be chosen by mutual agreement of both parties, or by obtaining a list of arbitrators from PERC with each party given the opportunity to strike an arbitrator until one remains. The last arbitrator remaining shall be the selected arbitrator to preside over the arbitration hearing.

Decisions of the arbitrator shall be final and binding upon the parties to the grievance, provided that the arbitrator shall have no authority to alter, modify, vacate, or amend any terms of this Agreement, or exceed authority granted by law.

The fees and expenses of the arbitrator shall be borne equally by the Union and the District. Each party shall be responsible for all costs of preparing and presenting its own case, including compensating its own representatives, attorneys, and witnesses. If either party desires a record of the proceedings, it shall solely bear the costs of such records, provided that in the event the other party subsequently requests a copy of said records, the cost shall be borne equally.

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ARTICLE 16
MERGERS, ACQUISITIONS, ALLIANCES, CONTRACTS, OR CONSOLIDATIONS –
SUCCESSOR AGREEMENTS

Section 16.1 - Combine, Consolidate, or Acquire

This Agreement shall be binding upon the successors of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, or transfer of either party, or by the change of any kind in the ownership or management of either party, or by any change, geographically or otherwise, in the location of place of business of either party hereto. This shall also include any contract for service interlocal agreement between any outside agency. Any of these mentioned changes may be considered by the Union after labor/ management negotiations of any or all sections in this overall agreement as requested. Interlocal agreements left void in practice or otherwise neglected shall also be re-negotiated in good faith.

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**ARTICLE 17
UNION BUSINESS**

Section 17.1 - Union Business

The District will distribute one copy of this Agreement to each employee in the bargaining unit and to each newly hired employee of the bargaining unit. The cost of printing this agreement shall be equally shared between the Union and District. The Union agrees to supply the District with the lists of officers of the Union and its representatives and to keep such lists current. The District will recognize the officers and representatives of the Union ten (10) calendar days after the District receives, in writing, the names and positions held by those individuals. The Union, its business representatives, or its members shall not conduct Union business except as provided herein.

A. Two Union officials, who are members in the bargaining unit, may be granted time off to attend any IAFF or WSCFF sponsored event such as conferences, conventions, and education seminars, or to conduct Union business vital to the members in the bargaining unit provided:

1. The Union or the employee notifies the District in writing a minimum of forty-eight (48) hours prior to the start of the requested time-off period.
2. The District is able to properly staff the employee's job duties during the time-off period.
3. The wage cost to the District is no greater than the cost incurred, had the Union official not taken the time off.
4. The Union business will require the employee to be away from work for no more than 72 hours. This requirement may be waived by the Fire Chief or designee.
5. The District shall allow employees to participate in authorized "Peer Support" training and/or events up to 72 hours away from their normal shift duties.
6. Union coverage usage is solely the responsibility of the Union, the District assumes no liability, either monetary or non-monetary.

Section 17.2 - Normal Work Hours

There are occasions, due to work schedules, that Union business must be conducted during normal working hours. However, most Union business can be conducted outside of normal work hours. On those limited occasions that business must be conducted during normal work hours, it may be conducted at a mutually agreeable time with the Fire Chief.

Section 17.3 - Meeting Location

The Union shall be allowed to hold its regular monthly meetings at a fire station with approval of the Fire Chief or designee. On duty personnel may attend the meeting and shall remain in service and be alarm ready.

Section 17.4 - Bulletin Board

The District shall provide suitable space for a Union furnished bulletin board at all Union staffed stations, in an area frequented by all Employees within the bargaining unit. The Union shall limit its postings of notices and bulletins to such bulletin boards to union business and items appropriate to the workplace. The bulletin boards shall be kept neat and orderly.

Section 17.5 - Washington State Council of Firefighters / IAFF Appointments

There are occasions when executive Union members may be assigned to state representative offices or delegations. The District and the Union agree these unique opportunities will be welcomed and supported. Union representatives at the State and IAFF level will have access to Union leave exceeding the 72 hours.

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ARTICLE 18
PERSONNEL FILES/ PUBLIC DISCLOSURE

Section 18.1 Personnel Files / Public Disclosure

- A. The personnel files are the property of the District. The District agrees that the contents of the personnel files, including the personnel photographs, shall be confidential and shall restrict the use of information in the files to internal use by the District.
- B. It is the intent of the Union and employees to comply with lawful public disclosure requests. The District will notify the Union and the employee(s) of such a request as soon as the District has been notified or such request has been submitted to the District. Such notification to the employee(s) will be given so they will be made aware of all information and records being disclosed.
- C. This provision shall not restrict such information from becoming subject to due process by any core or administrative tribunal and shall be consistent with current state law. It is further agreed that information may be released to outside groups subject to current state law and the Public Records Act. Nothing in this section shall prevent the employee from viewing their original personnel file in its entirety at times mutually agreed-upon between the District and the employee.
- D. Notification shall be given to the employee(s) within 10 calendar days of any additions to the personnel file by the District that are evaluation in nature, and written notification shall be given within 10 calendar days for additions which are disciplinary in nature.
- E. Access to personnel files shall be limited to the employee and District. Removal of items from personnel file shall be by mutual consent of the employee and District.

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**ARTICLE 19
UNIFORMS AND CLOTHING**

Section 19.1 - Uniforms/Clothing

The Employer shall provide each regular full-time employee covered by this Agreement with the following list of uniform/clothing items, including appropriate and official insignias -

- 3 Nomex work pants
- 4 Navy blue T-shirts
- 2 Nomex uniform shirts
- 1 Baseball cap
- 1 Navy blue sweatshirt
- 1 Black uniform belt
- 1 Pair black duty boots that meet ANSI requirements for footwear
- 1 Jacket
- 1 Class A Uniform (upon successful completion of probation)

Section 19.2 - Quartermaster system

In Lieu of an annual clothing allowance, the District will provide uniform/clothing items to employees under a quartermaster system. The quartermaster system is defined as when an employee needs a new uniform/clothing item due to a current item being in disrepair or beyond its reasonable service life, the District will provide a new comparable uniform/clothing item.

Section 19.2.1

Under the quartermaster system, the Employee will submit a request for new uniform/clothing items to the Fire Chief or designee when a replacement item is necessary due to serviceability, safety, or appearance.

Section 19.2.2

All initial issues and replacement uniform items and vendor(s) shall be approved in advance by the Fire Chief or designee. The Fire Chief or designee shall determine the official and appropriate insignias, logos, silk screening, embroidery, etc. to be placed on all clothing items. The Employee recognizes the official nature of the District's insignias, logos, silk screening, embroidery, and uniforms and shall not modify, alter or deface the same including designing or engaging in reproduction of clothing items without prior written approval from the Fire Chief or designee.

Section 19.2.3

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

Section 19.3

The Fire Chief or designee shall determine the appropriate uniform for each work shift which shall consist of officially issued Fire District 6 clothing items listed in Article 19.1. The Fire Chief or designee may elect to alter the selection and usage of uniform items at any time to conform to special events or circumstances.

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**ARTICLE 20
OFFICER DEMOTIONS**

Section 20.1 - Demotion by Discipline

Non-probationary officers may be demoted to their previously held position by the Fire Chief or his or her designee with documentation and due process according to all discipline procedures (Article 14). In the event of an officer demotion, as a result of a disciplinary process, the employee shall assume the positions top step pay for that position. All previously accrued vacation, sick, and longevity prior to reassignment shall remain with the demoted employee.

Section 20.2 – Self-Demotion

- A. Any officer may request, in writing, a demotion to a previously held position within the organization.

- B. Management will reply, in writing, to the request within 30 calendar days.

- C. The employee will be compensated at the previous position's rate of pay according to Appendix A.

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ARTICLE 21
PERSONNEL REDUCTION

Section 21.1 - Union Notification

The Employer will notify the Union of the need to reduce the number of employees who are on the payroll within the bargaining unit at least ninety (90) calendar days before the effective date of layoff. Such notice will be given in writing, addressed to the Union, and hand delivered to a Union officer or by registered U.S. Mail. The notice will disclose the number of positions affected and the rank of each person affected. Immediately after issuing the notice, the Fire District will give the Union a reasonable period of time, of no less than ten (10) calendar days within which to meet and confer with the Union to discuss such action. The District will respond to any proposals which the Union may make in response to the subject of notice.

Section 21.2 - Employee Written Notice

Each employee who is to be reduced in rank or lay off as a consequence of a reduction in force will be given written notice, at least ninety (90) calendar days before such action is to occur, of the date, purpose and nature of the action that is to be taken with regard to him or her. The notice will also state the reason for the action and any rights the employee may have under this Agreement with regard to employment. A copy of the notice will be timely delivered to the Union within the ninety (90) calendar day notification period. Each employee will then be given a written confirmation notice 30 calendar days before such action is to occur, and again at 14 calendar days. A one-time 30-day extension notice will be allowed at the 14-calendar day notice. The District has the right to revoke any reduction in force notice at any time. After the District has revoked a reduction in force notice, any new reduction in force notices will require at least a 90-calendar day notice and re-evaluation of the District's annual budget.

Section 21.3 - Process

All reductions in force will be established by seniority in the District within the ninety (90) day notification period. Seniority in rank will be established from the date the employee was promoted into the rank which he or she currently occupies.

- A. In the event of a tie in seniority, the tie will be broken by the final score on the employment or promotional exam.
- B. In the event a reduction in force is necessary, the reduction will proceed in the following order:
 - 1. Employees will be laid off in reverse order of the District seniority list; the least senior employee in the District will be laid off first without regard to rank or classification.
 - 2. In the event a reduction in force results in the need for a redistribution of employees to a lesser rank, such reduction in rank will be accomplished by reducing in rank those employees with the least tenure in the affected rank counting from the employee's date of promotion. If an employee is reduced in rank, due to redistribution in force, that employee shall receive the maximum salary for the lower grade, provided it is not greater than the previous salary.
 - 3. An employee who is laid off will be paid for all accrued leave time, including vacation and holiday pay, based on the employee's straight-time rate of pay as of the date of separation.

4. All employees who are reduced in rank or laid off will not suffer any loss in benefits or entitlement accrued prior to the date of the action, e.g. holiday, vacation, pension, and exchange time earned, accumulated and unused at the time of reduction in rank or layoff.

Section 21.4 - Re-hire List

The District will maintain a list, known as the “re-hire list”, of all persons who are reduced in rank or laid off. In the event vacancies occur within the District while persons remain on the re-hire list, the order of the recall will be determined by reference to the re-hire list. The re-hire list(s) will remain in effect for thirty-six (36) calendar months after the date of layoff, unless extended by the Board of Fire Commissioners and will be used to offer employment that may become available, by seniority, to all persons who have been reduced in rank or laid off, before any employees are promoted from one rank to another. No person may be hired while any person in that rank remains in a reduced rank or on the re-hire list. Any employees who are returned to their former positions will be placed in the pay grade of their former rank, restored to the straight-time rate of pay they would have received had they not been reduced in rank or placed on a re-hire list. Employees will receive no service credit for any period of time while on layoff status.

1. Notice of recall to the employee’s former position will be given to the member in writing at his or her last known mailing address. It is the responsibility of the employee to notify the District of any change in address while on layoff status. The notice will be by certified mail, return receipt requested. The employee will be given thirty (30) calendar days to accept an offer of reinstatement, in which case written acceptance will be sufficient if filed in any form with the District.
2. Any employee who fails to return to work upon official notice by the District will be terminated.

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**ARTICLE 22
SAVINGS CLAUSE**

Section 22.1

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

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**ARTICLE 23
TEMPORARY EMPLOYEES**

Section 23.1

Temporary employees for the purpose of covering for an Employee may be allowed under the following conditions:

1. If a full-time employee is on leave for eight (8) or more consecutive shifts or,
2. No other full-time Employees are available to work a shift or,
3. When the Union and District agree that such a temporary employee is necessary or advantageous to maintain operations of the District.

Section 23.2

The term of employment for a temporary position shall not exceed one year. However, in situation #1 above, the Union agrees that the term of employment for a Temporary Employee would be continued until such time that the incumbent full-time Employee returned to duty.

Section 23.3

The temporary hire shall be paid at the "Temporary" step as described in Appendix A. Temporary positions will receive medical only benefits.

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ARTICLE 24
NEW MEMBER TESTING, PROMOTIONS, AND ACTING OUT OF CLASS

Section 24.1 – Entry-level/Lateral Testing

The District shall conduct Entry level/lateral testing and maintain a list of entry level candidates every two years unless otherwise noted in this agreement and mutually agreed upon by both labor and management. Testing will be announced via, but not limited to, the District's email, website, and social media account(s), The Unions social media account(s) and Union Boards. A clear timeline shall be included in this stating the anticipated openings for the position, closing date to apply, minimum qualifications, wages, and job description to include work hours for the position.

Section 24.1.1 - Entry Level Hires Requirements:

- A. Meet the minimum requirements as posted in the job announcement.
- B. Minimum requirements will be mutually agreed upon by the Union and the District.

Section 24.1.2 - Entry Level Process

The District shall comprise the entry level process based on a comprehensive assessment center. Prior to the official announcement for entry level testing, management will meet with labor representatives. At this meeting, management & labor will review the current assessment center to identify areas that may need to be adjusted to meet current industry best practice. The entry level process will consist of the following sections:

1. Written Test - Passing score with mutually agreed test program like Public Safety Testing. In the event of tie between multiple candidates after the Chiefs interview of tallying scores, a candidate's written test score will determine tie break ranking on a final list. Scoring shall be as Pass Fail
2. Pass CPAT (candidate physical ability test) - Public Safety Testing CPAT, or National Testing Network CPAT or mutually agreed upon in house testing. Scoring shall be as Pass Fail.
3. Psychological and Background Check - Pass with a recommendation for hire. Scoring shall be as Pass Fail.
4. Skills Assessment - Candidates shall complete an assessment center for skills assessment. These skills shall be based on the job function of the promoting position. There shall be a minimum of three (3) and no more than five (5) stations in this assessment center. This section shall comprise 50% of the overall score.
5. Chief's Interview - A 2-3-person panel consisting of the Fire Chief(s) this portion shall be worth 50%. Scoring shall be from 0-100%

Section 24.2 - Lateral Transfer & RIF Hires

Section 24.2.1 - Lateral/Transfer Hires Requirements

1. Minimum of 2 (two) years of experience as a Washington State EMT or NREMT and in good standing.
2. Has completed an academy – all academies will be reviewed and mutually agreed upon by The District and The Union.

3. Will have a minimum of two (2) years of service experience as a Full-Time Professional Firefighter and twelve (12) months of consecutive employment within the last twenty-four (24) months with a municipal fire department, or fire district of similar size.
4. Lateral Transfer candidates will also be in good standing with their most recent department.

Section 24.2.2 - RIF (Reduction in Force) Hires Requirements

Reduction in force hires will be evaluated by District and Union and mutually agreed upon.

1. Washington State EMT or NREMT in good standing
2. IFSAC Firefighter 1 or Pro Board
3. Full-Time career Firefighter
4. Has completed an academy – all academies will be reviewed and mutually agreed upon by The District and The Union.
5. Has been issued a reduction in force letter or equivalent in good standing.

RIF Hires will complete:

1. IFSAC Firefighter 2 within eighteen (18) months of hire date.
2. Probationary Period as defined Article 6 Section 1

Section 24.3 - Promotions

The District shall conduct promotional/eligibility testing for all hard bar ranks every two years unless otherwise noted in this agreement and mutually agreed upon ~~negotiated~~ by both labor and management. Testing shall be announced via department email and posted on each station's union board in quarters. A clear timeline shall be included in this stating the number of openings for the position, closing date to apply, minimum qualifications, wages, and job description to include work hours for the position.

Section 24.3.1 - Promotional Process

The District shall comprise the promotional process based on a comprehensive assessment center. Prior to the official announcement for promotional/eligibility testing, management will meet with labor representatives (not participating in the upcoming test). At this meeting, management & labor will review the current assessment center to identify areas that may need to be adjusted to meet current industry best practice. The assessment center will consist of the following three sections:

- A. Structured Resume- this shall include the candidate's education, experience and all applicable classes and other elements as it pertains to the position promoting to. Twenty-five percent (25%) of the final score. Scoring shall be based on a mutually agreed matrix from 0-100%
- B. Skills Assessment- Candidates shall complete an assessment center for skills assessment. These skills shall be based on the job function of the promoting position. There shall be a minimum of three (3) and no more than five (5) stations in this assessment center. This section shall comprise 50% of the overall score.

- C. Chief or Chief's Interview - The Fire Chief/Chiefs shall conduct the final interview for the promoting candidates. This interview is worth 25% of the final score. Upon selection of the candidate(s), any candidate may request in writing notes taken from their respected review in order to understand areas of future improvement.

Section 24.3.2 - Minimum Passing Score

In order to be considered a "PASS" and be included in the final posting and ranking list, members must first achieve an initial passing score of 70% on the **Promotional Process (Section 24.3.1)**. Only after the minimum passing score is met will seniority points be applied. Members who do not meet the minimum passing score of 70% will not be considered for the final ranking.

Section 24.3.3 - Final Postings, Challenges, and Limited candidate applicants

1. A final posting shall be sent via District email to all candidates and Union representatives. This posting shall indicate the final ranking of candidates selected and to what open position if available at that time. In the case of multiple positions, this list shall also include the list in order of promotion for future seniority. At this time notes from the Chief Interview/ Review may be requested. Notes should be immediately sent via District email. The District will maintain the results of the final list.
2. Candidates that wish to challenge any section of the final posting may do so within three (3) days of posting. The Fire Chief has five (5) days to respond. Candidates shall receive a candidate ranking list with no names attached but final scores only. This is for the candidates' benefit to know how they rank and any areas of improvement.
3. Candidates shall be selected to open promotional positions in testing order. In the event that there is only a single candidate who qualifies or submits to a promotion request, the District and Union may alter and/ or modify the process based on mutual agreement. That modification and/ or alteration shall be posted, and the candidate reviewed on that criterion. If there are no candidates who meet the prerequisite criteria or do not apply to the announcement, alternate decisions on filling the position shall take place with open negotiations by the Union and the District.

Section 24.4 - Acting Officers Eligibility

For an employee to be eligible to act out of class, the employee must be on the most recently established promotional list. In the event, there are no available actors and there is a need for them outside of a promotional process, the District and the Unions will identify minimum requirements for members to act out of class. Actors will be chosen for selection based on their final ranking on the promotional list. It is the goal of the District to have a minimum of one, no more than two, Acting Officers per shift. If a shift does not have an Acting Officer, the District will offer the open shift spot to the next highest person on the promotional list if they would like to voluntarily change shifts.

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**ARTICLE 25
LIGHT DUTY**

Section 25.1

During an approved recover/rehabilitation period, employees may be eligible for light or alternative work assignments, provided:

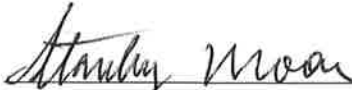
1. Such work is available, and;
2. The attending Licensed Health Care Professional releases the employee to this light or alternative work.

Section 25.2

Employees assigned to light or alternative duty assignments shall typically be assigned to a flexible (40)-hour work week unless an alternative schedule is mutually agreed upon by the Employer and the Union.

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For the Fire District:


Stan Moon – Chairman
Thurston County Fire District #6
Commissioner



Brandon Faust
Thurston County Fire District #6
Commissioner

Brodie Smith
Thurston County Fire District #6
Commissioner


Mark King
Thurston County Fire District #6
Fire Chief

For the International Association of Fire Fighters, Local 3825:


Charles Jones
President, IAFF Local 3825


Austin Orwig
Agency Representative, IAFF Local 3825

APPENDIX A
LOCAL #3825 WAGE SCALE
January 1, 2024 - December 31, 2024

		January 1, 2024	
		Based on 4.5% Cola	
		80% of step 1 Position Filled	
Temp Firefighter			
Probationary Firefighter		\$ 6,467.89	\$ 77,614.68
Step 2 Firefighter	5%	\$ 6,791.28	\$ 81,495.41
Step 3 Firefighter	5%	\$ 7,130.85	\$ 85,570.18
Step 4 Firefighter	5%	\$ 7,487.39	\$ 89,848.69
Step 1 Lieutenant	10%	\$ 8,236.13	\$ 98,833.56
Step 2 Lieutenant	5%	\$ 8,647.94	\$ 103,775.24
Step 3 Lieutenant	3%	\$ 8,907.37	\$ 106,888.50
Step 1 Captain	6.5%	\$ 9,486.35	\$ 113,836.25
Step 2 Captain	4%	\$ 9,865.81	\$ 118,389.70
Step 1 Battalion	6%	\$ 10,457.76	\$ 125,493.08
Step 2 Battalion	4%	\$ 10,876.07	\$ 130,512.81

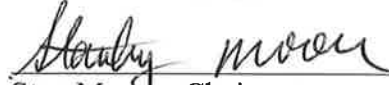
APPENDIX B
Memorandum of Understanding
Thurston County Fire Protection District #6
&
IAFF Local 3825
Group Medical Insurance

The Union recognizes that continuously rising health care premiums may place a financial burden on the District in the future. The Union and District agree that during the term of this agreement, Article 11 may be re-opened for negotiations on this single issue.

Dated this 15th day of March 2024 Olympia, WA.



For the Fire District:



Stan Moon – Chairman
Thurston County Fire District #6
Commissioner




Brandon Faust
Thurston County Fire District #6
Commissioner

Brodie Smith
Thurston County Fire District #6
Commissioner

Mark King
Thurston County Fire District #6
Fire Chief

For the International Association of Fire Fighters, Local 3825:



Charles Jones
President, IAFF Local 3825

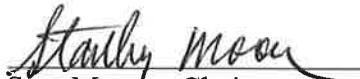
Austin Orwig
Agency Representative, IAFF Local 3825

APPENDIX C
Thurston County Fire Protection District #6
&
IAFF Local 3825
Wages

The District and Union agree that upon signing of this agreement on 3/15/2024 the agreed upon wage scale (Appendix A) of this contract will go into effect on the first day of January 2023.

Dated this 15th day of MARCH, 2024 Olympia, WA.

For the Fire District:



Stan Moon – Chairman
Thurston County Fire District #6
Commissioner



Brandon Faust
Thurston County Fire District #6
Commissioner

Brodie Smith
Thurston County Fire District #6
Commissioner



Mark King
Thurston County Fire District #6
Fire Chief

For the International Association of Fire Fighters, Local 3825:



Charles Jones
President, IAFF Local 3825



Austin Orwig
Agency Representative, IAFF Local 3825

APPENDIX D

Substance Abuse/ Drug and Alcohol Testing

The procedure outlined in Appendix D for drug and alcohol testing shall become a part of the current labor Agreement between the Employer and the Union and be covered by all applicable articles within the Agreement.

1. The Employer and the Union recognize that drug use and other substance abuse by employees would be a threat to the public welfare and the safety of department personnel. It is the policy to eliminate or absolve illegal drug usage and other substance abuse through education and rehabilitation of the affected personnel. The use or possession of alcoholic beverages or unauthorized drugs shall not be permitted at the Employer's work site and/or while an employee is on duty. No employee shall report for duty or remain on duty under the influence of alcohol or drug(s). Employees may utilize prescription medication on duty if the subject medication: (i) has been appropriately prescribed to the employee by their healthcare provider; (ii) the employee is using the prescription medication in conformance with the instructions of their healthcare provider, and (iii) the prescription medication does not impair the employee's ability to perform their job duties safely. In addition, employees whose healthcare provider directs them to take prescription medication shall inform the Fire Chief within 24 hours or before his/her next shift (whichever is earliest) of this circumstance if there is any job limitation that such use may dictate.

For purposes of this Section 1, the term "possession of alcoholic beverages" shall not include situations where an employee unexpectedly responds to a call while off- duty and has alcoholic beverages safely stored in his/her vehicle (as long as the employee is not otherwise in violation of the remaining terms of this Appendix D).

The Employer and the Union further recognize that the state of Washington has enacted laws that may provide a defense to criminal charges relating to the manufacture, distribution, possession, or use of marijuana and which may permit the possession and use of marijuana. However, all manufacture, distribution, acquisition, possession, and/or use of marijuana continue to constitute a crime under federal law. As such, nothing in Appendix D shall be construed as permitting the manufacture, distribution, possession, or use of marijuana by employees.

Nothing in this Appendix D is intended, and shall not be construed as, altering the Employer's right to discipline for just cause or discharge employees for violations of under the influence statute language, either related or unrelated to drug and/or alcohol use.

In accordance with the Drug-Free Workplace Act of 1988 and its amendments, an employee convicted of a violation of a criminal drug statute for a violation occurring in the workplace shall notify the Fire Chief no later than five (5) days after such conviction. For purposes of this Appendix D, a "criminal drug statute" means a criminal law relating to the manufacture, distribution, dispensation use, or possession of any controlled substance.

Employees who have knowledge of another employee's condition/behavior that poses a potential threat to the safety of other employees and/or the public in the workplace shall immediately notify their immediate supervisor, who shall, in turn, promptly notify the Fire Chief of this circumstance.

2. **INFORMING EMPLOYEES ABOUT DRUG AND ALCOHOL TESTING:**

Employees shall be fully informed of the Employer's drug and alcohol testing policy, as well as how the tests are conducted, what the test can determine, and the consequences of testing positive for drug or alcohol use. All newly hired employees will be provided with this information on their initial date of hire. No employee shall be tested before this information is provided to them.

Employees who voluntarily come forward and ask for assistance to deal with a drug or alcohol problem prior to the occurrence of any work performance or misconduct issues shall not have that request for assistance used as the basis for disciplinary action by the Employer.

In addition, any employee who voluntarily notifies the Employer of an alcohol or drug abuse problem may be given assistance offered to employees with any other illness. As with other illnesses, the Employer shall allow the use of accrued sick and vacation leave (if any) and may also allow reasonable leaves of absence without pay (to the extent such unpaid leaves of absence do not constitute an undue hardship on the Employer and are otherwise determined appropriate by the Fire Chief on a case- by-case basis) for treatment and rehabilitation of drug and alcohol abuse.

The Employer and the Union acknowledge that it is the employee's ultimate responsibility to report for duty ready and able to perform their job safely and effectively, unimpaired by drugs, alcohol, or any other intoxicating substance.

3. **EMPLOYEE TESTING:**

Applicants for employment with the District are subject to drug and alcohol testing after receiving a conditional offer of employment.

Unless otherwise required by law or authority, employees shall not be subjected to random medical testing involving urine or blood analysis or another similar or related test for the purpose of discovering possible drug or alcohol abuse, except under the terms of a last chance agreement. In the event of such a last-chance agreement, the employee will be afforded the opportunity to have his/her union representation review the Agreement prior to execution. If, however, the Employer has "Probable Cause" to believe an employee's work performance is impaired due to drug or alcohol abuse, the Employer will require the employee to undergo a medical test consistent with the conditions as outlined in this Appendix D.

"Probable Cause," for purposes of this Appendix, is a belief based on objective facts sufficient to lead to knowledge that an employee is under the influence of drugs or alcohol such that the employee's ability to perform the functions of the job is impaired or that the employee's ability to perform his/her job safely and/or effectively is reduced. For example, any of the following, in combination, may constitute probable cause: (a) slurred speech; (b) irregular or unusual speech patterns; (c) impaired judgment; (d) alcohol or substance odor on breath or body; (e) uncoordinated walking or movement; (f) unusual or irregular behavior such as inattentiveness, listlessness, hyperactivity, hostility, or aggressiveness; (g) possession of alcohol or drugs; and/or (h) involvement in a motor vehicle accident while operating an Employer owned vehicle (or a personal vehicle being used for Employer-related business) which results in injury, a medical transport, and/or significant property damage. The preceding list is for illustrative purposes only and shall not be considered exclusive.

Employees who are required to undergo a drug and/or alcohol test will be provided transportation to the collection facility and shall also be offered transportation home by an Employer representative. If suspected of being impaired, the employee will be advised against driving themselves home or otherwise operating a motor vehicle.

4. **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). The laboratory chosen must be agreed between the Union and the Employer. The employee test results shall be made available to the Medical Review Physician.

Collection of blood, saliva, or urine samples shall be conducted in a manner which provides for the highest degree of security for the sample and freedom from adulteration. Recognized strict chain of custody procedures must be followed for all samples set by NIDA. The Union and the Employer agree that the security of the samples is absolutely necessary; therefore, the Employer agrees that if the security of the sample is proven to have been compromised, any positive test shall be invalid and may not be used for any purpose.

Samples will be submitted as per NIDA standards. Employees have the right for Union and/or legal counsel representatives to be present during the sample submission (but such representation shall not interfere with or obstruct the testing process).

Employees shall not be witnessed while submitting a urine specimen. Prior to submitting a sample, the employee *will be required to sign a consent and release* form (as set forth subsequently in this Appendix).

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

Employees required to undergo a drug and/or alcohol test shall cooperate fully in the collection process and complete all required forms and documents.

If personnel at the testing facility have reason to believe that an adulterated or substitute sample has been provided (or that the employee is attempting to alter or substitute that sample or otherwise evade the testing process), the employee may be required to submit a second sample under the direct observation of a same gender collection staff member prior to leaving the collection site. The employee may also be subject to disciplinary action for just cause, up to and including termination.

Employees who fail to cooperate fully in the collection process may be subject to discipline for just cause, up to and including termination. A failure to fully cooperate includes refusing to sign the necessary consent/release forms, delaying and/or obstructing the collection process, failing to provide the specimen for testing, and/or attempting to substitute or adulterate a specimen. The foregoing list is not intended to be an all-inclusive list.

5. DRUG TESTING: (Non-Marijuana)

The laboratory shall test for only the substances and within the limits set forth below for the initial and confirmation tests as provided within NIDA standards. The initial test shall use an immunoassay test procedure that meets the Food and Drug Administration requirements for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these four (4) drugs or classes of drugs:

INITIAL TESTING

Cocaine metabolas Opiate metabolites* Phencyclidine Methamphetamine
300ng/ml 300ng/ml 25ng/ml 1,000ng/ml

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

If initial testing results are negative, testing shall be discontinued, all samples destroyed, and testing records expunged from the employee's file unless otherwise prohibited by applicable law. 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

Cocaine metabolites** 150ng/ml Opiate metabolites
Morphine 300ng/ml
Codeine 300ng/ml
Phencyclidine 25ng/ml
Amphetamines
Amphetamine 500ng/ml
Methamphetamine 500ng/ml

** Benzoylcegonine

If confirmatory testing results are negative, all samples shall be destroyed, and testing records shall be expunged from the employee's file unless otherwise prohibited by applicable law.

6. ALCOHOL TESTING:

A breathalyzer or similar equipment shall be used to screen for alcohol use and, if positive, shall be confirmed by a blood alcohol test performed by a qualified laboratory. This screening test shall be performed by an individual properly qualified to perform the test utilizing appropriate equipment. An initial positive alcohol level shall be 0.04 grams per 210 L of breath. If both breaths register at 0.04 or above, that constitutes a positive test. If only one breath is at 0.04 or above and the other breath is below 0.04, the test is negative. If initial testing results are negative, testing shall be discontinued, all samples destroyed, and testing records expunged from the employee's file unless otherwise prohibited by applicable law or authority. If initial testing results are positive, the test shall be confirmed using a blood test.

Sample handling procedures, as described above, shall apply. A positive blood alcohol level shall be 0.04 grams per 100 ml of blood. If confirmatory testing results are negative, all samples shall be destroyed, and testing records expunged from the employee's file unless otherwise prohibited by applicable law or authority.

7. MARIJUANA TESTING

In the State of Washington, marijuana use may be legal in some circumstances, both as a prescription medication and as a drug used for recreational purposes. Nevertheless, marijuana usage and possession are illegal under federal law. It is a violation of Appendix D for employees to be under the influence of marijuana (or otherwise impaired by marijuana) or in possession of marijuana while on duty or otherwise representing the Employer.

A saliva test shall be used to screen for the psychoactive effects of marijuana use and/or marijuana impairment and, if positive, shall be confirmed by a blood test performed by a qualified laboratory. This screening test shall be performed by an individual properly qualified to perform the test utilizing appropriate equipment. An initial positive level shall be 15 nanograms per milliliter of Delta-9- tetrahydrocannabinol. If initial testing results are negative, testing shall be discontinued, all samples destroyed, and testing records expunged from the employee's file unless otherwise prohibited by applicable law. If initial testing results are positive, the test shall be confirmed using a blood test. As described above in Appendix D, sample handling procedures shall apply. A confirmatory test shall also test for the psychoactive effects or other impairment from marijuana usage. A positive blood level shall be 15 nanograms per milliliter of Delta-9- tetrahydrocannabinol.

8. MEDICAL REVIEW PHYSICIAN:

The Medical Review Physician shall be chosen and agreed upon between the Union and the Employer and must be a licensed physician with knowledge of substance abuse disorders. The Medical Review Physician shall be familiar with the characteristics of tests (sensitivity, specificity, and predictive value), the laboratories running the test, and the employees' medical conditions and work exposures.

The role of the Medical Review Physician will be to review and interpret the positive test results. They must examine alternate medical explanations for any positive results. This action shall include conducting a medical interview with the affected employee, reviewing the employee's medical history, and reviewing any other relevant biomedical factors. The Medical Review Physician must review all relevant medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication. Employees involved in this step of the process shall make themselves and any requested records available to the Medical Review Physician within 96 hours after request.

9. LABORATORY RESULTS:

The laboratory will advise only the employee and the Medical Review Physician of any positive results. The results of a positive drug or alcohol test can only be released to the Employer by the Medical Review Physician once they have completed their review and analysis of the laboratory's test.

Unless otherwise required by applicable law, the Employer will be required to keep the results confidential, and the results shall not be released to the general public (provided, however, the Employer may use the results in a disciplinary, administrative, and/or other

legal process relating to the employee). The laboratory and/or the Medical Review Physician are also authorized to release the employee's test results to the Employer and the Union in the event of a grievance and/or other legal challenge.

If the testing process results outlined in Appendix D are positive, the employee may be subject to disciplinary action for just cause, up to and including termination.

10. TESTING PROGRAM COSTS:

The Employer shall pay for all costs involving drug and alcohol testing and the expenses of the Medical Review Physician. The Employer shall also reimburse each employee for their time and expenses, including travel incurred in the testing procedure only.

11. REHABILITATION PROGRAM:

Any employee who tests positive for a substance listed in Appendix D may be medically evaluated, counseled, and treated for rehabilitation as the Substance Abuse Professional (SAP recommends). In that event, the Medical Review Physician is authorized to communicate the specific results and information from the testing process to the SAP overseeing the employee's treatment program. Employees who complete a rehabilitation program may be re-tested randomly once every quarter for twenty-four (24) months following completion of the rehabilitation program. If an employee tests positive during this 24-month period, he/she shall be subject to disciplinary action for just cause by the Employer, up to and including termination.

An employee may voluntarily enter a rehabilitation program without a requirement of prior testing.

The treatment and rehabilitation shall be paid for by the employee's insurance program to the extent such program provides this coverage. The employee's insurance program shall pay for the treatment and rehabilitation. The Employer will contribute the deductible and medical out-of-pocket maximum for the initial (first-time) treatment and rehabilitation, up to a maximum of \$1,000. The employee will be responsible for expenses that the Employer does not cover provided insurance plan for any subsequent treatment or rehabilitation following the initial treatment. Employees will be allowed to use their accrued and earned leave (if any) for the necessary time off involved in the rehabilitation program.

Employees who refuse to participate in a recommended rehabilitation program or who fail to complete a recommended rehabilitation program successfully shall be subject to disciplinary action for just cause, up to and including termination of employment.

12. DUTY ASSIGNMENT AFTER TREATMENT:

Once an employee completes rehabilitation, he/she shall be returned to his/her regular duty assignment. Once treatment and any follow-up care is completed, and three (3) years have passed since the employee entered the program (without any further incident related to drug or alcohol abuse), the employee's personnel file shall be purged of any reference to his/her drug or alcohol problem unless otherwise prohibited by applicable law or authority.

13. RIGHT TO APPEAL:

The employee has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that he/she may grieve any other Employer action under the Collective Bargaining Agreement between the Employer and the Union.

14. UNION HELD HARMLESS:

This drug and alcohol testing program was initiated at the Employer's request. Unless otherwise specific herein, the Employer assumes the sole responsibility for administering this Appendix D and shall be solely liable for any legal obligations and costs arising from its application. The Union shall be held harmless for the violation of any worker rights from the administration of Appendix, which are the fault of the Employer.

15. CHANGES IN THE TESTING PROCEDURES:

The parties recognize that during the life of this Appendix, there may be improvements in the testing procedure technology that will provide more accurate testing. In that event, the parties will bargain in good faith whether to amend this Appendix DD to include such improvements. If the parties are unable to agree on the amendments, they will be submitted to the impasse procedures outlined in Ch. 41.56 RCW.

16. CONFLICT WITH OTHER LAWS:

This Appendix D is not intended to supersede or waive any constitutional and other rights to which the employee may be entitled under Federal, State, or local statutes.

17. CONSENT AND RELEASE FORM:

As described above in this Appendix, every employee subject to drug and/or alcohol testing shall sign a consent substantially in the form set forth below:

CONSENT FORM BELOW

CONSENT AND RELEASE FORM
Substance Abuse/ Drug and Alcohol Testing

I acknowledge I have received a copy of and understand The District's drug and alcohol testing policy and procedures. I understand:

1. If I voluntarily come forward and request to enter a substance abuse rehabilitation program prior to the occurrence of any work performance or misconduct issues, I will not be disciplined by the District for making this request.
2. How drug/alcohol tests are conducted under Appendix D, and I have received answers to any questions I may have
3. The results of the preceding tests may be released to the Medical Review Physician (MRP), who shall release his/her conclusions to the District after review and interpretation. If I test positive, I agree to make any requested records and myself available to the MRP within 96 hours of such request. In that event, I also agree to provide any other records I believe are relevant to the MRP within the same 96-hour time period. The information provided to the District from the MRP shall be limited to whether the tests were confirmed positive or negative and, if positive, the type and amount of drugs and/or alcohol for which I tested positive. No other test results will be released except as provided herein (unless otherwise required by applicable law) without my written consent.
4. If I tamper with, alter, substitute, or otherwise obstruct or fail to cooperate with the testing process, I will be subject to disciplinary action, up to and including termination from employment.
5. A confirmed positive test will result in actions that are consistent with the District's policies and practices for substance abuse testing. This may include disciplinary action, up to and including termination of employment.
6. A confirmed positive test result may result in the requirement that I successfully complete a substance abuse rehabilitation program to retain my employment with the District. In this event, no disciplinary action will be taken against me unless I refuse to take a drug/alcohol test, refuse the opportunity for rehabilitation, fail to complete the rehabilitation program successfully, or test positive again for drugs/alcohol within twenty-four (24) months of completing an appropriate rehabilitation program. If required to participate in a treatment or rehabilitation program, I authorize the laboratory and MRP to release any information relating to the test and/or test results to a substance abuse professional or treatment counselor.

My signature below represents my consent for the release of this information.

I hereby consent to the collection of urine, blood, breath, and/or saliva samples and the analysis thereof, pursuant to the terms and conditions of the Collective Bargaining Agreement between the District and my Union. By signing this consent form, I am not waiving the right to challenge any confirmed positive test result and any District disciplinary action based thereon. In order to pursue any challenge related to a test result, I understand that I will be required to authorize the laboratory and MRP to release to the District and my Union any information relating to the test and test results.

Printed Name of Employee

Signature of Employee

Date

Printed Name, Signature, and Title of Witness

Date

APPENDIX E
THIRD PARTY WELLNESS SCREENING

Public Safety Annual Physical:
Medical & Occupational/Environmental Questionnaire
Comprehensive Hands-On Physical Exam
Vital Signs: Height, Weight, Blood Pressure, Pulse
Sleep Disorder Evaluation, Epworth Sleep Scale
Back Health Evaluation
Urinalysis (No testing or reporting of alcohol or marijuana)
Audiogram
Visual Acuity Test, Titmus
Titmus Occupational Vision with Peripheral, Depth Perception, and Color
Breast Exam with Self-Exam education
Personal Consultation with review of testing results
Laboratory Tests:
Comprehensive Metabolic Panel, Blood Chemistry
Complete Blood Count, Hematology Panel
Hemoccult Stool Test for Colon Cancer Screening
Total Lipid Panel
Thyroid Test TSH
Glucose
Hemoglobin A1C
PSA (Prostate cancer marker. Men)
Testosterone (Men)
Cardiac Calcium Scoring
Ultrasound Screenings (Early Detection of Heart Disease and Cancer):
Echocardiogram (Heart Ultrasound)
Carotid Arteries Ultrasound
Aorta and Aortic Valve Ultrasounds
Liver Ultrasound
Gall Bladder Ultrasound
Kidneys Ultrasound

Ultrasound Screenings (Early Detection of Heart Disease and Cancer) CONTINUED:
Spleen Ultrasound
Bladder Ultrasound
Thyroid Ultrasound
Prostate Ultrasound
Testicular Ultrasound
Ovaries and Uterus Ultrasounds
Cardiopulmonary Testing:
Cardiac Stress Test (Treadmill with 12 lead, sub-maximal, Bruce Protocol)
EKG, 12 Lead
Spirometry, PFT Lung Capacity
OSHA Respirator Medical Clearance
OSHA Respirator Mask Fit Testing (Porta count)
Fitness tests for muscular strength & endurance
Sit and Reach, Planking, Grip Strength, Sit Up Test, Wall Sit, Flexibility
VO2 Max Calc for Aerobic Capacity
Body Weight and Composition Personal Fitness Rx
Personal Wellness Plan with recommendation

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