

AGREEMENT BETWEEN

Thurston County Fire Protection District 13
Griffin Fire Department



AND



International Association of Fire Fighters
Thurston County Professional Fire Fighters Local 3825
Thurston County Fire Protection District 13
Bargaining Unit

January 1, 2024 thru December 31, 2025

Partners in Service Excellence

Tentative Agreement

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UNION _____

DISTRICT _____

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Employment Agreement

Between

**Thurston County Fire Protection District 13
And
International Association of Fire Fighters
LOCAL 3825**

Tentative Agreement

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**ARTICLE 1
PREAMBLE**

Section 1.1:

This agreement is entered into January 1, 2024 between the International Association of Firefighters Local Number 3825, Hereafter referred to as the "Union", and Thurston County Fire Protection District 13 (Griffin Fire Department), Hereafter referred to as the "District".

The purpose of this agreement is setting forth the mutual understanding of the parties regarding the 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:

The District and the Union recognize the need to provide efficient service to the public and continue to enhance the quality of service. Further, both parties agree to the need for establishing and maintaining a sound labor-management relationship and mutually agree to continue working towards this goal. Each party has been afforded the opportunity to put forth all its proposals and to bargain in good faith and both parties agree that this Agreement expresses the results of their negotiations.

Section 1.3:

Both parties recognize the role of the volunteer fire fighters in the District and the importance of the relationship between the bargaining unit and volunteers.

**ARTICLE 2
RECOGNITION AND UNION MEMBERSHIP**

Section 2.1:

The District recognizes the Union as the sole and exclusive bargaining agent for all regular, full-time uniformed Fire and Emergency Medical Service employees of Thurston County Fire Protection District 13. This agreement excludes management supervisors, confidential employees, temporary employees, seasonal employees, and non-uniformed employees. District positions covered by this agreement include:

- Career Firefighter/EMT
- Career Lieutenant/EMT

Section 2.2:

All employees covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement shall, remain members of the union in good standing.

Section 2.3:

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. However, in order to preserve solidarity, employee benefits, and job security, the union encourages all eligible employees to become a union member and remain a union member in good standing. The union believes that union membership is a means to ensure the acquisition and maintenance of excellent benefits and job security. The employer, while having to remain neutral in regard to membership, 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 2.4:

The Union shall indemnify, defend and hold the District harmless against any claims made and against any suit instated against the District on account of any check-off dues, fees, fines, and assessments of the Union. Changes in the amount of said deductions shall be made in writing to the District. Exceptions shall be for new employees, as needed.

Section 2.5:

The District will distribute one copy, of this Agreement, to each Employee in the unit, and to each newly hired employee of the unit. The cost of printing this agreement shall be equally shared between the Union and the District. The union agrees to supply the Employer, 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 secretary 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.

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ARTICLE 3

DURATION

This agreement shall be effective January 1, 2024, and shall remain in full force through December 31, 2025. The Union and District agree to notify the other party by June 30th in the year of expiration, to begin negotiations as it pertains to, modifying, amending, or changing this agreement, for subsequent years.

**ARTICLE 4
MANAGEMENT RIGHTS**

Section 4.1:

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 by the District. These rights include but are not limited to the following:

Section 4.1.1:

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 the Agreement.

Section 4.1.2:

To direct, hire, promote, demote, transfer, and for just cause, suspend (except probationary employees), discipline or dismiss employees.

Section 4.1.3:

To evaluate jobs, classify positions, establish qualifying requirements of employees and specific employee duties.

Section 4.1.4:

To manage and operate the service in all respects 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 operations of services to be provided and performed; to schedule work; to make, alter and enforce regulations governing the use of materials, equipment and services as may be deemed necessary by the employer, to continue to maintain and modify the volunteer programs and the use of volunteers to provide adequate staffing, provided that such regulations are not contrary to the terms and conditions set forth in the Agreement or RCW 41.56.

Section 4.2:

The rights, powers, authority and functions of management, shall remain exclusively vested into the District, except insofar as expressly and specifically surrendered, or limited by the express provisions of the Agreement or RCW 41.56.

**ARTICLE 5
NON-DISCRIMINATION**

Section 5.1:

Mindful of their legal and moral obligations, the parties agree that in their service to the public, they will provide equal treatment, and respect for all, including the public, as well as the parties to this Agreement. The District and Union agree that they will not discriminate against any employee, with the respect of hiring, compensation, terms or conditions of employment, because of such individuals race, color, creed, national origin, physical handicaps, physical characteristics, sexual orientations, sex, age, place of residence and marital or family status as long as the Employee is capable of meeting the job requirements.

Section 5.2:

Disputes involving this Article may be processed through an appropriate agency, and/or the grievance procedure; however, use of the grievance procedure is encouraged prior to the initiation of any other official actions involving such a dispute when the action is originated by the Union or members thereof.

**ARTICLE 6
PROBATIONARY PERIOD**

Section 6.1:

No person shall be finally appointed to a position until he or she has satisfactorily served a probationary period. The probationary period for employees covered by this Agreement shall be twelve (12) calendar months.

Section 6.1.1:

During the probationary period, the Fire Chief or designee, at his/her discretion, may terminate the employment of a probationary employee. Such probationary employee shall not have recourse to the grievance procedure of this Agreement. The probationary employee reserves all rights of Union representation and recourse afforded by State and Federal law.

Section 6.2:

The probationary period for re-hires, promotions, internal transfers to positions covered by this agreement with different job descriptions (including demotions), and lateral transfers (a transfer from a different Fire and Emergency Services Department) shall be six (6) calendar months. The Fire Chief or designee has the authority to waive all, or a portion of the six (6) month probationary period, at their discretion. Definition: Lateral, (member transferring from a fire and emergency department with a minimum of (1) year of service in good standing as a full-time employee) Re-hire, (member who has a minimum of (1) year of service in good standing with the department as a full-time employee within the last (3) calendar years.

Section 6.2.1:

The Employee, at any time during the probationary period, reserves the right to request voluntary demotion.

Section 6.3:

The probationary periods as specified in Section 6.1 and 6.2 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 6.4:

The Employee will be provided with, in writing by the Fire Chief, the requirements set forth by the District of the Employee to successfully complete the probationary period. The employer shall provide the employee with any training or educational programs required of the Employee to complete the probationary period.

Section 6.5:

A six (6) and twelve (12) calendar month written evaluation shall be made by the Fire Chief or designee during the probationary period. Upon completion of probation, the Fire Chief or designee shall provide the employee a written performance evaluation, which indicates completion of the probationary period. Thereafter, the Fire Chief or Designee shall evaluate the performance of the employee at least annually.

ARTICLE 7

WORK SCHEDULE

Section 7.1:

The Union and the District recognize that employees covered by this Agreement will work a forty-eight (48) hour work week.

Section 7.2:

The normal work week for assigned employees shall be 48 hours per week (annualized), consisting of twenty-four (24) consecutive hours of work followed by forty-eight (48) consecutive hours off duty. The scheduled Kelly Day shall be Friday for Lieutenants, Monday for Firefighter position 1 and Wednesday for Firefighter position 2. Hours of work shall be 0730 until 0730 the following day. (Firefighter position 1 is the senior-most firefighter). A firefighter may be assigned to a modified 48-hour work week schedule and Kelly Day as mutually agreed upon by the District and the Union.

Section 7.3:

Employees working a forty-eight (48) hour work week shall be limited to a maximum of forty-eight (48) hours straight work with twenty-four (24) hours minimum off before their next scheduled shift. This requirement may be waived by the Fire Chief or designee.

Section 7.4:

Employees shall be allowed to trade shifts with eligible employees, shift trades are the responsibility of the union employee. Shift trade shall not be open-ended nor shall the trade cause pay changes or overtime situations where the regular schedule did not.

Section 7.5:

Employees may be allowed to cover for each other on a short-term basis of no longer than two (2) hours if mutually agreed to between the employees without return coverage. The District must be notified of the change in coverage immediately for operational purposes but will not be tracked by the district.

Section 7.6:

Any change to an employee's schedule will be made with no less than (30) days' notice to the Employee unless mutually agreed upon by the District and the Union.

**ARTICLE 8
WAGES**

Section 8.1:

The wages of the Employees governed by this Agreement are set forth in Appendix "A", which is attached here to and incorporated by this reference.

Section 8.2:

Bargaining unit personnel will receive COLA adjustments January 1st of the calendar year based on the previous year's October SEA-TAC-BREM CPI. All members shall receive a minimum of 1.5% with a maximum threshold of 3.0% based on the CPI. See Appendix A for Wage Scale.

Section 8.3:

New hires shall be paid according to the annual step determined by the District. New non-lateral hires without prior experience shall receive Step 1 as identified in the salary scale above.

Section 8.4:

Employees that are promoted to a different job classification, i.e. Lieutenant to Captain, shall advance to the first step in new rank that permits a pay raise for the promotion.

Section 8.5:

A matching, deferred compensation plan shall be available for participation by the employee. The District shall match the employee's contribution to said fund at the following rate: 3.5% of employee's base pay. In the event of termination, the employee must stay employed until the 16th of the month to receive matching deferred compensation for his/her final month. There will be no partial payments made to deferred compensation.

Section 8.6:

When Firefighters are used to fill officer vacancies, the acting officer shall be paid a premium of an additional 3.5% above their respective hourly rate of pay. .

**ARTICLE 9
OVERTIME PAY**

Section 9.1:

All hours worked in excess of regular assigned shift hours for the work cycle will be compensated at the rate of time and one-half.

Section 9.2:

All overtime except holidays, late calls, and emergencies must be approved in advance. The overtime rate shall be one and one-half (1 ½) times the regular rate.

Section 9.3:

If an employee is called back for unscheduled duty, the employee shall be compensated at the rate of time and one-half. A minimum of two (2) hours will be paid for call back. Union employees are authorized to return to duty for incidents requiring additional manpower if so requested by the on-duty officer or authorized by the Fire Chief.

Section 9.3.1:

If an off-duty employee is requested to participate in training activities, a minimum of two (2) hours shall be paid.

Section 9.4:

The overtime rotation will operate on a "First Right of Refusal" per rank which maintains a basic and equal opportunity approach for employees.

Lieutenant Shift Coverage:

The Lieutenant position will operate in a circular format: (A shift will have first right of refusal to cover B: B shift will have first right of refusal to cover C shift: and C the first right of refusal to cover A shift). In the event the primary Lieutenant is unavailable to cover, the overtime opportunity will be offered to the remaining Lieutenant. In the event that no Lieutenant is available for coverage; the overtime opportunity shall be offered to the Firefighter rank following organizational seniority which is based on date of hire.

Firefighter/EMT Shift Coverage:

The Firefighter position will operate in a circular format: (A shift will have first right of refusal to cover B: B shift will have first right of refusal to cover C shift: and C shift the first right of refusal to cover A shift). Moreover, the firefighter position classification will further define the coverage rotation as shown in the examples below:

Example 1 of Intent:

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The Firefighter position 1 on A shift will have the “first right of refusal” to cover the firefighter position 1 on B shift as outlined in the shift rotation above. If the Firefighter position 1 on A shift is unavailable to cover, the overtime opportunity will go to the Firefighter position 2 on A shift. If both Firefighters on A shift are unable to cover the vacancy, the overtime opportunity will go to C shift following the same position classification rotation.

Example 2 of Intent:

The Firefighter position 2 on B shift will have the “first right of refusal” to cover the Firefighter position 2 on C shift. If the Firefighter position 2 on B shift is unavailable to cover, the overtime opportunity will go to the Firefighter position 1 on B shift. If both Firefighters on B shift are unable to cover the vacancy, the overtime opportunity will go to A shift following the same position classification rotation.

In the event all firefighters refuse the overtime opportunity the vacancy may be offered to the Lieutenant position following the organizational seniority which is based on date of hire.

Kelly Day Coverage:

In the event there is not sufficient staffing on Kelly Days, The Chief or designee will hire back to cover said shift. The shift and rank with the Kelly Day will have first right of refusal, if unable to cover, the overtime opportunity will go through the Shift Coverage rotation per rank. 

**ARTICLE 10
INSURANCE**

Section 10.1:

Effective upon implementation of this agreement, the District shall obtain and maintain group medical, dental, and vision insurance for the employee. The plan shall be obtained through the Washington State Association of Fire Commissioners. The District shall provide insurance for employees and eligible dependents. The District shall provide for 100% of the cost of the premium for the employee and eligible dependents on medical and vision through the WSFCA PPO -100 insurance plan. The District shall provide for 100% of the cost of the premium for the employee and eligible dependents on the Delta Dental Plan Members on the legacy plan (PPO-Plus) will remain on that plan through the term of this contract.

Section 10.2:

Eligibility and continued employee and dependent or domestic partner participation, in any group insurance or other financially based benefit plan, shall be in accordance with the applicable Group Insurance Plan Document or Master Plan Agreement and District Resolution 17-021

Section 10.3:

The Union and District agree that rising health care premiums may place a financial burden on the District in the future, potentially placing the continued employment of the career staff at risk. The union and District agree that during the term of the agreement, Article 10, Section 10.1 may be re-opened for negotiations on this single issue, only as it pertains to limiting the employee to a specific provider plan.

Section 10.4:

The District agrees to contribute \$75 per month, per employee, to Washington State Council of Fire Fighters Benefit Trust or other qualified plan.

**ARTICLE 11
VACATIONS**

Section 11.1:

The annual leave allowance shall accrue monthly based upon the following schedules:

| | |
|-----------|----------------|
| 1-3 years | 14 hours/month |
| 4-5 years | 16 hours/month |
| 6-7 years | 18 hours/month |
| 8+ years | 20 hours/month |

Section 11.2:

Vacation shall be taken as requested by the employee, with the approval of the Fire Chief or designee. Vacation requests should be made at least thirty (30) calendar days in advance. For vacation requests made less than thirty (30) days in advance and where the employee's absence will require staff coverage, the employee shall be responsible for finding shift coverage in accordance with the overtime policy referenced in Article 9, section 9.4 prior to approval being granted. This section shall be waived for emergency or short-term vacation needs as agreed upon by the Union and the District.

Requests for leave shall be considered and granted on a seniority basis when submitted for approval on or prior to December 31st of the preceding year. All requests for leave submitted on or after January 1st shall be considered first-come, first-served basis. Vacation schedules shall be authorized by the Fire Chief or his designee shall be covered by overtime personnel.

Section 11.3:

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. The employee or designee must inform the district at the earliest possible time. In such cases, an Employee may be required to furnish a statement from a duly licensed physician.

Section 11.4:

If separated from service, the Employee shall be compensated hour-for-hour, at the hourly rate in effect at the time of accumulation for any unused annual leave up to a maximum of 250 hours.

Section 11.5:

The maximum allowable accumulation of unused vacation time shall not exceed three hundred seventy-five (375) hours, except in cases of emergency as declared by the Fire Chief or designee. The employer strongly encourages the employee to take regular vacations periods.

Section 11.6:

Newly hired employees shall be given a bank of (72) hours of annual leave at time of hire.

**ARTICLE 12
LONGEVITY PAY**

Section 12.1:

The District, in recognition of the commitment and longevity of the Local's bargaining unit members to the District, agrees to provide longevity pay to Local's bargaining unit members in the amounts that are set forth below.

Section 12.2:

At the beginning of a bargaining member's sixth (6th) year of continuous, uninterrupted employment with the District, the member will begin to receive longevity pay each month in an amount equal to 1% of the member's monthly base pay.

Section 12.3:

The member will continue to receive longevity pay each month in the amount of 1% of the member's base pay during further continuous, uninterrupted employment with the District until the beginning of the member's eleventh (11th) year of employment with the District, at which time the amount of longevity pay provided to the member will be increased to 1.5% of the member's base pay.

Section 12.4:

The member will continue to receive longevity pay each month in the amount of 1.5% of the member's base pay during further continuous, uninterrupted employment with the District until the beginning of the member's sixteenth (16th) year of employment with the District, at which time the amount of longevity pay provided to the member will be increased to 2% of the member's base pay.

Section 12.5:

The member will continue to receive longevity pay each month in the amount of 2% of the member's base pay during further continuous, uninterrupted employment with the District until the beginning of the member's twenty first (21st) year of employment with the District, at which time the amount of longevity pay provided to the member will be increased to 2.5% of the member's monthly base pay. The member will continue to receive longevity pay in the amount of 2.5% of their base pay each month during the remainder of their continuous, uninterrupted employment with the District.

**ARTICLE 13
HOLIDAYS**

Section 13.1:

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 |
| Presidents Day | 3 rd Monday in February |
| Memorial Day | 4 th Monday in May |
| Independence Day | July 4 th |
| Labor Day | 1 st Monday in September |
| Veterans Day | 11 th of November |
| Thanksgiving Day | 4 th Thursday in November |
| Day after Thanksgiving | 4 th Friday in November |
| Christmas Day | December 25 th |
| Juneteenth | June 19 th |

Section 13.2:

As outlined in Section 9.2, the District shall pay holiday rate at time and one half rate (1+1/2) for the position worked for twenty four (24) hours of shift to all employees in the bargaining unit who work any of the holidays listed in Section 13.1.

**ARTICLE 14
SICK LEAVE**

Section 14.1:

Employees shall accrue twenty-four (24) hours of sick leave per month, beginning on their start date with a maximum of 1200 hours accrual.

Section 14.1.2

Newly hired employees shall be given a bank of (72) hours of sick leave at time of hire. ^{SEP}

Section 14.2:

Sick leave shall be granted for:

Section 14.2.1:

Illness or injury of the Employee or for preventative health care.

Section 14.2.2:

Illness, injury, preventative health care and bereavement of a spouse, child, grandchild, foster child, grandparent or household members.

Section 14.2.3:

Should provisions in the Washington Administrative Code (WAC) Section 296-128 supersede the currently negotiated collective bargaining agreement, both parties agree that the state language shall be used as the base platform.

Section 14.3:

When sick leave is exhausted, the Employee may use accrued vacation leave.

Section 14.4:

Employees may donate sick leave to another employee, in accordance with Shared Leave Program.

Section 14.4.1:

All donations are voluntary. No employee shall be coerced, threatened, intimidated, or financially induced to donate leave to the Share Leave Program. Employees who have at least one month of sick leave may donate up to 25% of their sick leave accrual in a 12-month period while maintaining sufficient sick leave to cover their own one month sick leave.

Section 14.4.2:

An employee may receive shared leave for a period of three months if sufficient time is available, under the following guidelines:

A. The employee has exhausted all available leave.

B. The employee is unable to work due to a prolonged illness or injury which precludes the employee from working, and which will cause the employee to take leave without pay or terminate employment with the District.

C. The absence from work without shared leave will cause a reduction in the Employee's monthly base take-home pay.

F. The employee has not been on shared leave within the past 90 days.

Section 14.5:

Sick leave buyback as outlined in Policy 1011.5. Employees are eligible to participate in the sick leave buyback so long as the employee's sick leave hours exceed six hundred (600) and do not fall below six hundred (600) after buyback.

The agency will compensate the employee at a monetary rate of 25% based on the employee's current pay step.

**ARTICLE 15
PHYSICAL FITNESS**

Section 15.1:

The Employee shall participate in a physical fitness training program while on duty. Exceptions to this requirement shall be due to emergency responses and/or other workload factors beyond the control of the employee. The Union and District will develop a physical fitness policy and program that is mutually agreed upon.

Section 15.2:

Employees who complete a minimum of one hundred four (104) annual hours of workout while on duty will receive one (1) shift of pay annually. The workout time and dates must be logged and submitted to the Fire or designee for approval. Fitness incentive pay shall be included on the Employees January paycheck of the following year.

Section 15.4:

The District shall offer a non-punitive annual medical examination to include cancer screening. Medical examinations will be conducted by the District physician and/or occupational health contractor. All costs, not covered by the employee health benefit plan, will be the responsibility of the District. [L]
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**ARTICLE 16
LEAVE OF ABSENCE**

Section 16.1:

In the event of a death, the Employee will be allowed up to three compensated (3) shifts of bereavement leave per calendar year for any death within their immediate family. Immediate family is defined as brothers, sisters, father, mother, children, grandmother, grandfather, aunts, uncles, step parents, or step children. The Fire Chief or designee may allow exceptions to this definition on a case-by-case basis.

The initial three (3) shifts under the terms of this article shall be covered by the District. If more than three (3) shifts of bereavement leave is needed this will be deducted from the Employees sick leave, if no sick leave is available annual leave will be used or leave without pay.

Section 16.2:

Employees enlisting or entering the military or naval service of the United States pursuant to the provisions of the Military Selection Service Act of 1967, as amended, shall 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 shall be granted a leave of absence without pay for such purposes as provided by law.

Section 16.3:

An Employee summoned for jury duty shall be granted administrative leave for such service and shall be paid by the District for his/her regular wages, less such remuneration he/she shall receive as compensation for such duty.

Section 16.4:

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

**ARTICLE 17
GRIEVANCE PROCEDURES**

Section 17.1:

It is understood and agreed between the parties to this agreement that this grievance procedure is the only grievance procedure applicable to members of the bargaining unit. This is the only procedure agreed to by the unit and Employees to settle their disputes or grievances under this contract. For purpose of this Article, days shall be defined as Monday through Friday, 0800-1600 with the exception for paid holidays. On paid holidays, the next regular business day (Monday-Friday) shall be used.

Section 17.2:

A grievance is defined as an alleged misapplication or violation of the contract clauses of this Agreement. An aggrieved person is the individual employee who is making claim that his/her rights have been violated, or believes that he/she has received inequitable treatment because of some condition of his/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 the Union representative, seek relief through this procedure. The process identified in this article shall only apply to Union members.

Section 17.3:

In the presentation of grievances at all levels, Employees shall be safe from restraint, interference, discrimination, coercion, or reprisal in seeking adjudication of their grievance.

Section 17.4:

Only individual Employees, or groups of Employees, or their Union representatives shall have the right to file grievances under this article except as provided under Section 18.16 and provided further that the grievance is filed in compliance with other criteria established under this article.

Section 17.5:

Individual Employees or groups of Employees shall have the right to present grievances in person or with the assistance of the Union representative provided that any settlement reached is not inconsistent with the provisions of this agreement and that the grievance has been properly filed and adjudicated according to the established procedure as set forth in this article.

Section 17.6:

When possible, all grievances shall be heard on District time.

Section 17.7:

If a grievance hearing extends beyond the Employee's normal shift, no overtime will be paid for this time beyond the Employee's normal hours of work. Extension of time for hearing a grievance beyond that indicated may be secured, provided that both parties are in agreement. This extension must be in writing and signed by the appropriate representative of the District and personally by the employee, and his/her Union representative.

Section 17.8:

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If a grievance is pursued to arbitration, the arbitration board or arbitrator shall have no power to add to, subtract from or modify any of the terms of the Agreement, or any supplement thereof, or add to, subtract from, or modify any arbitration submission agreed to by the parties involved in this Agreement.

Section 17.9:

Upon receipt of a written request for arbitration, the District and the Union shall attempt to prepare a submission to be signed by the Union and District setting forth the issue in dispute. If the District and Union cannot agree upon the submission for arbitration, each party, at least two (2) days in advance of the hearing, shall submit to the other a statement of the issues it considers in dispute. The arbitrator or arbitrators shall determine, at or before the hearing, the issue or issues to be arbitrated. All issues in dispute must be arbitral under the terms of the Agreement. Such questions of arbitrariness must be ruled on by the arbitrator or arbitrators prior to hearing the issues of the case provided they are found to arbitral.

Section 17.10:

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

Section 17.11:

Field or full-time Union business representatives who wish to investigate a grievance on District time must secure permission from the Fire Chief or his designee prior to his/her investigation.

Section 17.12:

Prior to filing of a formal written grievance, an Employee must discuss the problem with his/her immediate supervisor. If the problem cannot be solved at this level, the Employee or his/her representative may submit his/her grievance to the Chief.

Section 17.13:

STEP 1- FIRE CHIEF: If an Employee, or the Union, has not been satisfied during oral presentation of his/her grievance to the Fire Chief, the Employee, or his/her representative, may present it the Chief in writing. A grievance must be filed within ten (10) days of when the alleged grievance occurred. The grievance should state the reasons for his/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) working days after it is received by the Fire Chief. It is the responsibility of the Fire Chief to attempt to resolve the grievance. He/she must make formal written answer to the Employee within ten (10) working days after the grievance hearing is completed. If the Employee feels the matter is not resolved, then the grievance may be filed into the second step.

Section 17.14:

STEP 2 - BOARD OF THE FIRE COMMISSIONERS: If the Employee wishes to pursue the grievance, the Employee must submit his/her request in writing within fifteen (15) working days after receipt of the written answer. The grievance will be submitted to the Board of the Fire Commissioners with a copy to the Fire Chief, after which a hearing will be held within fifteen (15) working days of its receipt.

The Board of Fire Commissioners will provide a written answer within fifteen (15) working 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/she wishes to pursue the grievance, he/she may, within five (5) working days after receipt of the answer in Step 2, request mediation of the grievance.

MEDIATION PROCEDURES: If the Employee 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 for the PERC staff. Upon designation of the mediator, the parties will make every attempt to schedule a date for mediation within fifteen (15) days.

- A)** Proceedings before the mediator shall be confidential and informal in nature. No transcript or other official record of the mediation conference shall be made.
- B)** The mediator shall attempt to ensure that all necessary facts of the consideration are revealed. The mediator shall have the authority to meet jointly and/or separately with the parties and gather all such evidence as deemed necessary.
- C)** The mediator shall not have the authority to compel resolution of the grievance. If the mediator is successful in obtaining agreement between the parties, he/she shall reduce the grievance settled in writing. Said settlement shall not constitute a precedent unless both parties so agree.
- D)** If the parties to the dispute mutually agree that the mediation is not producing a resolution or the mediator concludes that further proceedings will not be productive, the mediation will be ended.
- E)** If the mediation fails to settle the dispute, the mediator may not serve as arbitrator in the same matter nor appear as a witness for either party. None of the statements or offers of compromise made in mediation can be used in any further arbitration as evidence against the District or Employee

Article 17.15:

ARBITRATION: If the Employee does not choose to pursue mediation, he/she may, within five (5) working days after receipt of the answer of STEP 2, file his/her grievance in writing to a board of arbitration of two members, one representing the Employer and one representing the Union. If said board cannot agree within five (5) days upon mutual consent of both parties, a third member, who must be a disinterested party, shall be selected from a list of arbitrators supplied by the Federal Mediation and Conciliation Service, or the State Public Employees Relation Commissioner (PERC) and the decision of the board of arbitration shall be binding. It is further agreed by both parties hereto that during such arbitration there shall be no suspension of work. It is further understood and agreed that said arbitration board is not vested with power to change this agreement in any of its parts, but only to interpret the same. All differences submitted by either party or arbitration shall be settled within fifteen (15) days following notice being served on the arbitration board.

Section 17.16:

Issues raised by the District or the Union which are of general concern regarding application or interpretation of this Agreement may be initiated in arbitration after the Fire Chief, or his/her designated representative the Chief business agent for the Union, or his/her designee, have had the opportunity to discuss and investigate the issue. Decisions reached in this type of issue are not subject to retroactivity, but subject only to further applications, or interpretation, of the specific article or paragraph of this contract in question.

**ARTITCLE 18
NO STRIKES OR LOCKOUTS**

Section 18.1:

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

Section 18.2:

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

ARTICLE 19
SEVERABILITY AND SAVING CLAUSE

Section 19.1:

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 provisions of this Agreement are held invalid or enforcement of or compliance with has been restrained, as hereinafter set forth, the District and 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 Union.

**ARTICLE 20
MERGERS, ACQUISITIONS, ALLIANCES, CONTRACTS, OR
CONSOLIDATIONS - SUCCESSOR AGREEMENTS**

Section 20.1:

In the event the District elects to merge, combine, consolidate, or acquire any Fire or EMS services during the term of this Agreement, The District shall negotiate the effects of such action(s) with the Union pertaining to wages, hours, and working conditions.

Section 20.2:

In the event the District elects to relinquish control, merger, combine, annex, consolidate or contract with any Fire or EMS services during the term of this Agreement, the District agrees to the following terms and conditions:

20.2.1:

The District shall attempt to negotiate and protect bargaining unit members with the agency they are relinquishing control, merging, consolidating, or contracting with to unconditionally accept and continue employment of all bargaining unity positions and the employees in those positions.

20.2.2:

The District shall negotiate any such action(s) with the Union pertaining to bargaining unit members obtaining comparable positions, wages, hours, protection, and working conditions under the terms of the contract, combination, merger, annexation, consolidation, or relinquishment of Fire and EMS services to any agency.

**ARTICLE 21
DISCIPLINE**

Section 21.1:

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

Section 21.2:

Prior to the imposition of discipline or discharge (except verbal reprimand), the Employee shall be provided a copy of the alleged violation and all relevant documents the District has in their possession. In addition, the Employer shall hold a pre-disciplinary hearing within ten (10) days from the time the Employee was notified of the alleged violation. At this hearing, the Employee will be given an opportunity to present his/her side of the story.

In the case of a verbal reprimand, the pre-disciplinary hearing (as described above) shall be held before any record is placed in the Employee's file and a copy of the record will be provided to the Employee. A copy of the record placed in the Employee's file will be provided to the Employee.

Section 21.3:

The Employee shall be entitled to have Union and/or legal representation present at any meeting held with the District to discuss potential disciplinary action against him or her.

Section 21.4:

The District may suspend an Employee with pay pending the final decision as to the appropriate discipline or the overturning of the discipline by the appropriate authority. Suspension with pay may be imposed without any previous steps without a pre-hearing. However, a hearing shall be held within ten (10) days of the suspension to modify or sustain the suspension.

Section 21.5:

Disciplinary action or measures may include oral reprimand, written warning, suspension, demotion or discharge.

Section 21.6:

All discipline (except as applied to probationary Employees) shall be subject to grievance procedure.

**ARTICLE 22
UNION BUSINESS AND BULLETIN BOARD**

Section 22.1:

One (1) Union official, who is an employee in the bargaining unit, may be granted time off while conducting Union business vital to the employees in the bargaining unity provided:

Section 22.1.1:

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.

Section 22.1.2:

The District is able to properly staff the employee's job duties during the time off period.

Section 22.1.3:

The wage cost to the District is no greater than the cost that would have been incurred, had the Union official not taken time off.

Section 22.1.4:

The Union business will require the employee to be away from work for no more than seventy-two (72) hours. This requirement may be waived by the Fire Chief or designee.

Section 22.2:

Union officials shall not transact Union business while working on shift, which in any way interferes with the operations or normal routine of the Fire Department.

Section 22.3:

The Union shall be allowed to hold its regular monthly meeting at Fire Station 13-1. With the approval of the Fire Chief or designee, on duty personnel may attend the meeting and shall remain in service and be alarm ready.

Section 22.4:

The District shall provide suitable space for a Union furnished bulletin board at each station location in an area frequented by all employees within the bargaining unit. The Union shall limit its posting of notices and bulletins to such bulletin boards.

**ARTICLE 23
DEFINITION OF SENIORITY**

Section 23.1:

Seniority shall be determined by continuous service with the District from more recent date of hire. Seniority shall be broken by a lay-off of two (2) years, by voluntary resignation, by discharge for just cause, or by retirement.

Section 23.2:

Employees with the same hire date shall be assigned to the appropriate seniority list in order of their ranking on the hiring date. A seniority list shall be established for each rank (i.e. Lieutenant vs. Firefighter).

**ARTICLE 24
PERSONNEL REDUCTION**

Section 24.1:

The District shall 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 shall be given in writing, addressed to the Union and hand delivered to a Union officer or by registered U.S. Mail. The notice shall disclose the number of positions affected and the rank of each person affected. Immediately after issuing the notice, the District shall 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 shall respond to any proposals which the Union may make in response to the subject notice.

Section 24.2:

Each employee who is to be reduced in rank or laid off as consequence of a reduction in force shall be given written notice, at least sixty (60) 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/her. The notice shall also state the reason for the action and any rights the employee may have under this Agreement with regard to employment. A copy of this notice shall be timely delivered to the Union within sixty (60) calendar day notification period.

Section 24.3:

All reduction in force shall be established by seniority in the District within sixty (60) day notification period. Seniority in rank shall be established from the date that the employee was promoted into the rank which he/she currently occupies.

Section 24.4:

In the event of a tie in seniority, the tie shall be broken by the final score on the employment or promotional exam.

Section 24.5:

In the event a reduction in force is necessary, the reduction shall proceed in the following order:

24.5.1:

Employees shall be laid off in reverse order of the District seniority list, the least senior employee in the Department shall be laid off first without regard to rank or classification.

24.5.2:

In the event a reduction in force results in the need for a redistribution of employees to a lesser rank, such reduction in rank shall be accomplished by reducing in rank those employees with the least tenure in the affected rank counting from the employee's date of promotion.

24.5.3:

An employee who is laid off shall be paid for all accrued leave time, including vacation, holiday pay, and comp time based on the employee's straight-time rate of pay as the date of separation.

**ARTICLE 25
UNIFORMS AND CLOTHING**

Section 25.1:

The District shall provide each new full-time employee covered by this Agreement with the following list of uniform/clothing items, including appropriate insignias (i.e. Patches, badge, silk-screening, embroidery, etc.) All station uniforms and protective equipment shall meet the respective NFPA standard for said uniform items.

- 4 Nomex work pants
- 4 Navy Blue t-shirts
- 4 Nomex Dress uniform shirts
- 1 Navy Blue Sweatshirt
- 1 Black uniform belt
- 1 Pair of Black Boots that meet NFPA 1971, WAC 296-305 requirements. The District will pay up to a cost of \$400.
- 1 Winter weight Jacket
- Full Class A Uniform. ^[L]_[SEP]

Section 25.2:

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 uniform/clothing item being in disrepair or beyond its reasonable service life, the District will provide a new comparable uniform/clothing item.

Section 25.3:

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

Section 25.4:

All initial issue and replacement uniform items and vendor(s) shall be approved in advance by the Fire Chief or designee.

Section 25.5:

All uniforms and equipment issued by the District to each employee shall remain the property of the District unless specified by the Chief.

Section 25.6:

The Fire Chief or designee shall determine the appropriate uniform for each work shift.

ARTICLE 26
EDUCATIONAL OPPORTUNITIES AND TRAINING

Section 26.1:

The District recognizes the need to provide all regular, full-time employees with adequate continuing education and training opportunities annually. The District recognizes the need to provide employees with training and education that provides personal and professional growth. The District recognizes that an important part of the employee's role in the District is instructing.

Section 26.2:

The District agrees to pay the employee overtime plus applicable registration, travel, housing and shift coverage for mandatory/required training. For non-required training, the District will pay the employee's registration, travel, housing and shift coverage, but the employee will not be paid overtime for non-required training.

Section 26.3:

As part of the employee evaluation process, the District will work with each employee to develop a Professional Growth Plan. This Professional Growth Plan shall be developed during the probationary period and subsequently reviewed and adjusted on an annual basis during the evaluation period. The Professional Growth Plan will allow the employer and employee to develop realistic and achievable educational goals that are advantageous for both parties.

Section 26.4:

The Fire Chief or designee must approve all paid continuing education or training requests. The Union agrees that all continuing education and training requests will be reasonable and justifiable.

ARTICLE 27
EMPLOYER POLICY AND PROCEDURE MANUAL

Section 27.1:

The District maintains an operation and administrative Policies and Procedures Manual which contains information, policies and procedures important for employees. The manual is amended from time to time by the District. The Policies and Procedure Manual shall apply to the employees covered by this Agreement except where this Agreement is in conflict with such provisions, in which case this Agreement will govern. The Union will review any and all changes to the Policy Manual and will have 30 days to review said policy or procedure prior to enactment. Unless mutually agreed upon by the Union and District.

**ARTICLE 28
DRUG TESTING**

Section 28.1:

The Union and District recognize that drug and alcohol use is a threat to public welfare and the safety of department personnel.

It is the desire of the Union and District to maintain a drug and alcohol-free work environment and assist in establishing safe, healthy, and productive working conditions for the protection of our personnel and the District as a whole. To ensure this environment, the District will maintain a drug and alcohol testing program.

Section 28.2:

Employees who are under the influence of alcohol, drugs or narcotics on the job or who possess, consume, or use the same on the job have the potential to endanger the safety of themselves, their coworkers, and the general public, as well as the efficient and effective performance of their job duties. Employees are thus strictly prohibited from using, selling, possessing or being under the influence of drugs, narcotics, or alcohol while on the job. Similarly, employees are prohibited from abusing and /or improperly using prescription drugs while on the job. Employees who are directed by their health care provider to take prescription drugs shall immediately inform the Fire Chief of this circumstance if there is any job limitation that such use may dictate.

Section 28.3:

Employees violating the article may be subject to disciplinary action, up to and including termination of employment.

**ARTICLE 29
TERM OF AGREEMENT**

[]
[SEP]

Section 29.1:

All provisions of this agreement shall continue to be in full force and effect from January 1st, 2024 and continue through December 31, 2025. []
[SEP]

Section 29.2:

This Agreement shall remain in full force and effect during the period of negotiations of a successor Agreement until written notice of termination of this Agreement is provided.

Section 29.3:

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

**ARTICLE 30
Staffing**

Section 30.1

The minimum staffing shall never fall below two (2) full-time line staff for any work cycle/shift. And the Union and District agree that if staffing levels change this article will be revisited.

Section 30.2

If mutually agreed upon between the District and the Union, employees may be temporarily or permanently assigned to another location.

Section 30.3

The primary emergency response apparatus (in accordance with department response policy) will be staffed with no less than (2) full-time line staff employees. The on-duty Lieutenant or acting Lieutenant may deviate from this practice at their discretion to staff additional apparatus necessary to facilitate incident mitigation.

Dated this _____ day of _____, 20____, Olympia, WA.

For the Fire District:

Corey A. Rux, Fire Chief.

Dave Pearsall, Commissioner.

For the International Association of Fire Fighters, Local 3825

Charles Jones
President, IAFF Local 3825

Gabriel Dorrough
Griffin Bargaining Unit Rep^[1]_{SEP}

Tentative Agreement

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UNION _____

DISTRICT _____

Appendix A

| | | Year 1 (12%+3%) | Year 2 (3%) |
|--------------------|------|-----------------|-------------|
| Firefighter | | | |
| Step 1 | 80% | 66,003.18 | 67,983.27 |
| Step 2 | 85% | 70,128.37 | 72,232.23 |
| Step 3 | 90% | 74,253.57 | 76,481.18 |
| Step 4 | 95% | 78,378.77 | 80,730.14 |
| Step 5 | 100% | 82,503.97 | 84,979.09 |

| | | Year 1 | Year 2 |
|-------------------|------|-----------|-----------|
| Lieutenant | | | |
| Step 1 | 92% | 83,494.02 | 85,998.84 |
| Step 2 | 94% | 85,309.11 | 87,868.38 |
| Step 3 | 96% | 87,124.20 | 89,737.92 |
| Step 4 | 98% | 88,939.28 | 91,607.46 |
| Step 5 | 100% | 90,754.37 | 93,477.00 |

All adjustments are based on Step 5 Firefighter
 Step 5 Lieutenant 10% above Step 5 Firefighter
 COLA 3% for 2024 & 2025
 Wage Adjustment 12% 2024

Tentative Agreement

UNION _____

DISTRICT _____