

# AGREEMENT BETWEEN

**MCLANE FIRE/BLACK LAKE FIRE DEPARTMENT  
(THURSTON COUNTY FIRE DISTRICT #9)**

**AND**



**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
THURSTON COUNTY PROFESSIONAL FIRE  
FIGHTERS LOCAL 3825  
THURSTON COUNTY FIRE DISTRICT #9 BARGAINING UNIT**

January 2023 through December 31, 2025

---

*Partners in Service Excellence*

# TABLE OF CONTENTS

<b>ARTICLE 1 – Preamble</b> .....	3
<b>ARTICLE 2 – Recognition and Union Membership</b> .....	4
<b>ARTICLE 3 – Duration</b> .....	6
<b>ARTICLE 4 – Management Rights</b> .....	7
<b>ARTICLE 5 – Non-Discrimination</b> .....	8
<b>ARTICLE 6 – Probationary Period</b> .....	9
<b>ARTICLE 7 – Work Schedule</b> .....	11
<b>ARTICLE 8 – Wages</b> .....	15
<b>ARTICLE 9 – Overtime Pay</b> .....	17
<b>ARTICLE 10 – Group Insurance</b> .....	18
<b>ARTICLE 11 – Vacations</b> .....	20
<b>ARTICLE 12 – Holidays</b> .....	22
<b>ARTICLE 13 – Sick Leave</b> .....	24
<b>ARTICLE 14 – Temporary Employees</b> .....	25
<b>ARTICLE 15 – Wellness and Physical Fitness</b> .....	26
<b>ARTICLE 16 – Leave of Absence</b> .....	28
<b>ARTICLE 17 – Grievance Procedures</b> .....	29
<b>ARTICLE 18 – No Strikes or Lockouts</b> .....	33
<b>ARTICLE 19 – Severability and Savings</b> .....	34
<b>ARTICLE 20 – Mergers, Acquisitions, Alliances, Contracts and Consolidations</b> .....	35
<b>ARTICLE 21 - Discipline</b> .....	36
<b>ARTICLE 22 – Union Business and Bulletin Board</b> .....	36
<b>ARTICLE 23 – Definition of Seniority</b> .....	39
<b>ARTICLE 24 – Personnel Reduction</b> .....	40
<b>ARTICLE 25 – Uniform and Clothing</b> .....	42
<b>ARTICLE 26 – Educational Opportunities and Training</b> .....	44
<b>ARTICLE 27 – Employer Policy and Procedural Manual</b> .....	45
<b>ARTICLE 28 – Drug Testing</b> .....	46
<b>ARTICLE 29 – Miscellaneous</b> .....	47
<b>ARTICLE 30 – On-Call Duty Officer</b> .....	48
<b>ARTICLE 31 – Light Duty</b> .....	49
<b>ARTICLE 32 – Term of Agreement</b> .....	50
<b>APPENDIX A – Wage Schedule</b> .....	51

## **ARTICLE 1 PREAMBLE**

### Section 1.1:

This Agreement shall be deemed entered into January 1, 2023 between the International Association of Fire Fighters Local Number 3825, hereafter referred to as the “Union”, and Thurston County Fire District No. 9 and Thurston County Fire District No. 5 whom have consolidated and are known as McLane Black Lake Fire Department hereafter referred to as the “Employer” or the “District”.

The purpose of this Agreement is setting 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:

The Employer 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.

## **ARTICLE 2**

### **RECOGNITION AND UNION MEMBERSHIP**

#### Section 2.1:

The Employer recognizes the Union as the sole and exclusive bargaining agent for all regular, full-time uniformed Fire and Emergency Medical Service employees of the District. 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
- Career Captain/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 agree it is not a condition of employment to be a member of the Union pursuant to the United States Supreme Court's decision in *Janus v. AFSCME* (issued 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" shall advise the Employer in the same manner.

#### Section 2.3:

The Employer shall deduct from the pay of each Union employee covered by this Agreement, upon their written authorization, the dues and 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 in writing to the District. 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 2.4:

The Employer 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 Employer 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.

### **ARTICLE 3 DURATION**

This Agreement shall be effective January 1, 2023, and shall remain in full force through December 31, 2025. The Union and District agree to notify the other party pursuant to the terms of Section 8.8 below in this Agreement 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 Employer. 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 this 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 operation 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, provided that such regulations are not contrary to the terms and conditions set forth in this Agreement or RCW 41.56.

### Section 4.2:

The rights, powers, authority and functions of management shall remain exclusively vested in the Employer, 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:

The Employer and the Union shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, sexual orientation (to include gender identity and gender expression), national origin, Vietnam-era veteran status, marital status or the presence of any physical, mental, or sensory handicap, age, or any other protected classification 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/her employment opportunities, except as such may be a bona-fide occupational qualification.

### Section 5.2:

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.



## **ARTICLE 6 PROBATIONARY PERIOD**

### Section 6.1: Length of Probationary Period – Entry Level

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. The Fire Chief or designee (“designee” refers to an individual vested by the Board of Fire Commissioners with the duties of “Fire Chief” in the absence of the Fire Chief) has the authority to waive all or a portion of the twelve (12) month probationary period in his/her discretion.

### Section 6.2: Re-Hires, Promotions, Internal Transfers and Lateral Transfers

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 twelve (12) calendar months. The Fire Chief or his designee has the authority to waive all or a portion of the twelve (12) month probationary period in his/her discretion. Employees on promotional probation shall be prohibited from acting in roles above their current rank for the first six (6) months of their twelve (12) month probation (i.e., a probationary Lieutenant shall be prohibited from acting in the role of Captain for the first six (6) months of their promotional probation).

### Section 6.3: Extension of Probationary Period

The probationary periods 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: Requirements during Probationary Period

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 their probationary period

### Section 6.5: Termination During Probationary Period

During the probationary period, the Fire Chief or designee, in 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 (if any) and recourse afforded by State and Federal law. Section 6.5 does not apply to regular employees serving a promotional probationary period.

### Section 6.6:

A six (6) and twelve (12) calendar month written evaluation shall be made by the Fire Chief or his/her designee during the probationary period. Upon completion of probation, the Fire

Chief or his/her 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.

Section 6.7: Demotion During Promotional Probation/Training Period

The Fire Chief may demote an employee while serving a promotional probationary period to their previous position at any time during the probationary period if the employee fails to successfully complete the requirements of their probationary as set forth in Section 6.4 above. If demoted, the employee will be returned to their last position prior to the promotion. All promoted employees shall serve a one (1) year probationary period from the time of promotion. Employees covered by this Section are not eligible to use the grievance procedure if the demotion meets the requirements of this Article 6.

## ARTICLE 7 WORK SCHEDULE AND STAFFING

### Section 7.1:

The Union and the Employer recognize that employees covered by this Agreement either work 24 hour shifts within a given FLSA cycle or a forty (40) hour work week.

### Section 7.2:

The District shall utilize a 28-day FLSA cycle. Pursuant to the FLSA, a 28-day FLSA cycle consists of 212 hours per cycle that an employee may work before he/she is entitled to overtime.

**24-Hour Shift Schedule:** Employees assigned to a 24-hour shift shall generally work one (1) day on; then have two (2) days off; one (1) day on; and then have four (4) days off. The foregoing schedule is illustrated as follows: O, X, X, O, X, X, X, X. Provided, however, the parties recognize that exceptions may arise given the nature of the fire service.

The foregoing schedule in the preceding paragraph is commonly referred to as a 4 Platoon system consisting of four (4) shifts (A, B, C, and D).

Each employee assigned to a 24-hour shift shall work 13 “debit days” per year. These debit days are shifts worked in addition to an employee’s assigned schedule to balance their annualized hours worked versus time paid. This schedule is illustrated below for 24-hour shift employees:

$365 \text{ days per year} / 4 \text{ Platoons} = 91.25 \text{ shift days per year per platoon}$

$91.25 \times 24 \text{ hours} = 2,190 \text{ hours per year per platoon}$

$2,190 + 312 \text{ (24 hours} \times 13 \text{ debit days)} = 2,502 \text{ (each employee’s annualized hours per year)}$

$2,502 \text{ hours per year} / 52 \text{ weeks} = 48.12 \text{ hours/week (annualized)}$

$2,502 \text{ hours per year} / 13.04 \text{ 28-day FLSA cycles per year} = 191.87 \text{ average hours per cycle (annualized)}$

**40 Hour Work Week:** This shall be considered to be a “day” position with options including five (5) – eight (8) hour days, four (4) – ten (10) hour days, or any other schedule mutually agreed upon by the Employer and Union. Day shift positions shall not be required to work debit days.

### Section 7.3 – Debit Shift Details.

- 7.3.1 Employees shall work thirteen (13) twenty-four (24) hour debit days per year, totaling 312 hours annually. Debit shifts shall be scheduled as twenty-four (24) hour shifts (subject to the conditions set forth below in this Article 7 and in Article 12/Sections 12.2 and 12.3)
- 7.3.2 No employee shall work more than 36 debit hours in any FLSA 28-day cycle.
- 7.3.3 Employees shall work debit hours in either 12 or 24-hour blocks. Provided, however, the Employer shall not pre-schedule 12-hour blocks of debit time during the annual vacation bid period described below in this Article 7.
- 7.3.4 Employees shall schedule all debit shifts no later than December 1<sup>st</sup> each year.
- 7.3.5 After the annual vacation bid, the District will publish the debit day availability schedule – which shall be in 24-hour blocks. The employees will then schedule their debit shifts by seniority in accordance with the posted debit day availability schedule.
  - 7.3.5.1 Employees shall not schedule more than one (1) debit day per FLSA cycle without the District’s approval.
  - 7.3.5.2 If necessary, the District will open additional debit days to ensure that all employees can work the required amount of debit shifts. In addition, the District shall have the right to open additional debit hours (in blocks of no less than 12 hours) at any point in the calendar year if determined appropriate in the District’s discretion.
  - 7.3.5.3 Debit day coverage must be worked for like coverage. For example, an employee must work 24 hours of debit time if they are covering 24 hours of vacation time for another employee.
- 7.3.6 All employees shall take their current 48 hours of “personal leave” as debit reductions (see Section 12.3 of this Agreement). This means employees shall work 11 debit days per year (Unless they elect to apply their 48 hours of holiday pay toward their debit day obligation as provided in Section 12.2 of this Agreement. In that event, employees shall work 9 debit days per year).
- 7.3.7 Employees may trade debit days subject to the same rules which apply to other shift trades as set forth below in this Article 7.

### Section 7.4:

Employees shall not work more than forty-eight (48) hours continuously. Employees shall have a minimum of twelve (12) hours off-duty following a forty-eight (48) hour shift prior to their next scheduled shift. This requirement may be waived by the Fire Chief or his/her

designee.

Section 7.5:

All hours worked in excess of regular assigned shift hours for the respective 28-day FLSA work cycle will be compensated at the rate of time and one-half. Regular assigned shift hours are defined as regular assigned shift hours per the work cycle (including debit shifts).

Section 7.6:

Employees shall be allowed to voluntarily trade shifts (including debit shifts) with eligible employees, upon approval of the Fire Chief or his/her designee, when the trade does not interfere with the operation of the District.

Shift trades shall be subject to the following conditions:

- i. Shift trades shall not be open-ended nor shall the trade cause pay changes or overtime situations where the regular schedule did not.
- ii. Shift trades shall not result in any additional expense to the District.
- iii. The District shall have no obligation to ensure or facilitate the repayment of shift trades between employees.
- iv. Employees shall follow the District's existing rules, policies, and procedures when working a shift trade, to include (without limitation) all of the District's requirements for requesting approved time off.
- v. In the event that an employee is unable to work a shift trade which he/she previously accepted due to illness or injury, the sick employee shall be deducted sick leave in an amount equal to the hours missed (i.e., an employee that misses a 24 hour shift will be deducted 24 hours of sick leave).

Section 7.7: Short Term Coverage

Employees shall 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. Short term coverage by employees outside of classification is subject to Fire Chief or designee approval.

Section 7.8:

The District shall maintain a minimum staffing level per shift of a least one (1) career officer and three (3) career firefighters. One regularly scheduled officer must remain on duty at all times. Provided, however, in the event the District is unable to maintain twenty-four (24) career positions, including eight (8) career officers, this Section 7.8 shall automatically be deemed null and void without further action. All existing officer positions shall be maintained and shall only be reduced through attrition.

Section 7.9:

- 7.9.1 A maximum of two (2) employees may utilize vacation leave per shift. During the annual vacation bid, the District will automatically approve two (2) employees off on vacation per shift.
- 7.9.2 After the annual vacation bid, the District will automatically approve vacation requests made 14 or more days in advance on a “first come, first served” basis if there is an open vacation slot on a shift (i.e., one of the two vacation slots).
- 7.9.3 After the annual vacation bid, if an employee requests vacation leave 13 days or less in advance (while one or more of the vacation slots remain available), the District may grant or deny the vacation request in its discretion (regardless of whether one of the two vacation slots are open).

## **ARTICLE 8 WAGES**

### Section 8.1:

The wages of the employees governed by this Agreement are set forth in Appendix “A”, which is attached and incorporated by this reference.

### Section 8.2:

Effective January 1, 2023, the employees shall receive a base wage increase of four percent (4%).

Effective November 1, 2023, the employees shall receive another base wage increase of three and seven tenths of a percent (3.7%).

Effective January 1, 2024, the employees shall receive a base wage increase of five percent (5%).

Effective January 1, 2025, the employees shall receive a base wage increase equal to four percent (4%).

### Section 8.3:

New hires shall be paid according to the annual step determined by the Employer. New non-lateral hires without prior experience shall receive Step 1 as identified in the salary schedule in Appendix A.

### Section 8.4:

Employees promoted to a higher job classification will move to Step 1 of that new classification.

### Section 8.5:

Temporary employees shall be paid at the Step 1 Firefighter rate as specified in Appendix A.

### Section 8.6:

Acting Premium – any union employee working out of classification for 12-hours or more shall receive an acting premium of 5% of their current daily base. Personnel are only allowed to work up one rank in regards to acting (i.e. a Firefighter may work as an acting Lieutenant but not as an acting Captain).

Employees shall have a minimum of two (2) years employment before they are eligible to work out of class except in those circumstances where regular employees are unavailable or ineligible to work. Nothing in this Section shall prohibit the District from assigning a probationary member to the aid unit responding out of a remote fire station.

### Section 8.7:

The Employer will recognize the commitment and longevity of employees to the District by providing a 1.5% wage increase to employees who have maintained continuous, uninterrupted

employment for five (5) years starting on the 5<sup>th</sup> year anniversary with the District and an additional 1.5% wage increase will be added for each five (5) years thereafter.

Section 8.8:

- 8.8.1 The parties recognize it is in their mutual best interest to endeavor to complete the negotiation process for the successor CBA prior to the expiration of the current CBA. Accordingly, the parties agree to the terms below in this Section 8.8 in order facilitate this mutual interest.
- 8.8.2 The parties shall hold their first bargaining session for the successor Agreement no later than February, 2025.
- 8.8.3 At the first bargaining session in February, 2025, the parties will schedule additional bargaining sessions (no less than once a month) for the rest of 2025.
- 8.8.4 If the parties are unable to agree upon the successor Agreement prior to December 31, 2025, the parties will meet no later than January 15, 2026, and create a Memorandum of Understanding (MOU) which extends the current Agreement until June 30, 2026. This MOU shall include a pay raise, effective January 1, 2026, of 2% to 4% based on CPI-U, Seattle-Tacoma-Bellevue (measured from June, 2024 to June, 2025). This MOU shall not preclude the parties from mutually agreeing to a different wage package in 2026 – but will provide a default mechanism in the event the parties do not reach a mutual agreement.



## **ARTICLE 9 OVERTIME PAY**

### Section 9.1:

All hours worked in excess of regular assigned shift hours will be compensated at the rate of time-and-one-half. Regular assigned shift hours are defined as regular assigned shift hours, including debit days.

### 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 (1-1/2) 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. The employee will be paid for hours worked if the employee leaves before the call back is cancelled by the on-duty command officer or District Chief Officer. Call back pay for employees returning from off-duty shall commence at the time the employee reports for duty. Union employees are authorized to return to duty for incidents requiring additional manpower if so requested by the on-duty command officer or District Chief Officer.

### Section 9.4:

The Employer shall track each employee's overtime in a calendar year and distribute overtime opportunities per the overtime policy. The Union will provide the District with a policy and the procedures mutually agreed upon for the distribution of overtime.

-

## **ARTICLE 10 GROUP INSURANCE**

### Section 10.1:

Beginning on January 1, 2024, the District shall maintain group medical, dental, and vision insurance for the employee obtained through the Washington Fire Commissioners Association's (WFCA) PPO 100 plan. The District shall pay 100% of the monthly premium cost for the PPO 100 plan for the employee and 90% of the monthly premium cost for the employee's spouse and other dependents.

In addition, beginning on January 1, 2024, the District shall establish an HRA/VEBA account for each employee using the vendor "HRAVEBA.org". In the event HRAVEBA.org is unable to serve as the vendor in the future, the District will select a vendor recommended by Washington's Department of Retirement Services (DRS). The Local/participating employees shall work cooperatively with the District in regard to the logistics for establishing the HRA/VEBA account. The District shall pay the initial administrative costs, if any, necessary to establish the HRA/VEBA account. The participating employee shall pay all on-going maintenance costs, fees, penalties, etc. associated with their respective account. Beginning on January 1, 2024, and each year thereafter, the District shall contribute \$3,300 annually to each employee's respective HRA/VEBA account. Employees who are hired by the District after January 1<sup>st</sup> shall receive a pro-rated contribution.

The District agrees to contribute 100% of the premium for dental coverage with orthodontia for all employees and eligible dependents.

### Section 10.2:

Eligibility and continued employee and dependent 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.

### Section 10.3:

The District will make a monthly contribution to the WSCFF Employee Benefit Trust, in an amount equal to \$75 per employee in the bargaining unit covered by this Agreement plus an employee contribution in amount as directed by the Union.

### Section 10.4:

The Union and District agree that during the terms of this Agreement, Article 10, Section 10.1 and 10.2 may be reopened for negotiations as necessary to comply with applicable state or federal mandates required under the Affordable Healthcare Act.

### Section 10.5:

Subject to the requirements set forth below in this Section 10.5.1, the District shall contribute fifty percent (50%) of the difference between the cost of the monthly premium for medical coverage for the employee alone and the cost of the monthly premium to provide medical coverage for the employee's dependent(s) into the employee's HRA/VEBA established

pursuant to Section 10.1 above for employees who opt out of receiving the dependent medical coverage offered by the District.

10.5.1 To be eligible to receive the HRA/VEBA contribution in lieu of dependent medical coverage set forth in Section 10.5 above, the employee must: (a) opt out of dependent coverage during the District's annual enrollment period for the entire next calendar year; and (b) provide the District with written proof of alternative qualifying medical insurance coverage for all dependents which replaces the District medical coverage for said dependents. If allowed by law and the District's insurance carrier's rules/procedures, it is understood that qualifying life events shall allow employees to make changes to their dependent health insurance coverage regardless of the annual enrollment period. In the event that a qualifying life event triggers a change with dependent health insurance, the District will provide a prorated contribution for the actual months that an employee waived their dependent(s)' health insurance.

10.5.2 For eligible employees, the District shall make the HRA/VEBA contribution as agreed upon between the District and the Local on a monthly basis for that calendar year, based on the current rates for the medical plan in that year.

## ARTICLE 11 VACATIONS

Section 11.1:

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

<b>Months</b>	<b>Accrual HRS/Month</b>	<b>Accrual HRS Per Year</b>
0-60	12.5	150
61-120	14.6	175
121-180	16.7	200
181-240	18.8	225
241-300	20.8	250
301+	22.9	275

Section 11.2 – Annual Vacation Bid:

- 11.2.1 Employees shall begin the annual vacation bid process for the next calendar year on November 1st of the preceding year. Employees shall complete the annual vacation bid process by November 30<sup>th</sup>.
- 11.2.2 During the annual vacation bid process, the employees shall also select their debit days as provided in Article 7 of this Agreement.
- 11.2.3 An employee’s long-term illness or injury leave will not reduce the ability of other employees on the same shift to submit a vacation leave request as part of the annual seniority vacation bid process on or prior to November 30<sup>th</sup> for the upcoming calendar year.
- 11.2.4 Vacation leave requests shall be seniority based and two (2) members may utilize vacation leave per shift (subject to the provisions in Section 7.9 above). Vacation leave scheduled in the preceding year during the annual vacation bid process shall be approved by the Fire Chief or designee so long as only two (2) employees are on scheduled vacation.
- 11.2.5 The District, in its discretion, may choose to allow additional employees off on vacation leave depending on the District’s staffing/operational needs for that shift (and subject to the provisions of Article 7).
- 11.2.6 The parties acknowledge that the rules for vacation selection are directly related to debit days as set forth in Article 7 of this Agreement. Article 7 is incorporated herein by this reference to avoid duplication.

### Section 11.3

Any regular 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. In such cases, an employee will be required to furnish a statement from a licensed physician.

### Section 11.4:

If separated from service (non-retirement/non-line of duty death), 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. Employees who retire in good standing shall be compensated hour-for-hour, at the hourly rate in effect at the time of accumulation for any used vacation up to a maximum 336 hours.

### Section 11.5

- 11.5.1 Effective January 1, 2024, the maximum allowable accumulation of unused vacation time shall not exceed 336 hours, except in cases of emergency as declared by the Fire Chief or designee. The Employer strongly encourages the employee to take regular vacation periods.
- 11.5.2 As a condition of this Agreement, the District shall offer a one (1) time buy back of any vacation hours that exceed 336 hours (based on the employee's accrued leave as of December 31, 2023). This one time buy back of hours that exceed the new maximum vacation accumulation shall occur within 30 days of ratification of this Agreement or March 31, 2024 – whichever is later. The District shall compensate employees hour-for-hour on this buy back, at the hourly rate in effect at the time of the buy back.
- 11.5.3 In the event of a line of duty death (LOOD), the District will pay 100% of the value of the employee's accrued, but unused, vacation leave (up to the maximum of 336) to the employee's estate.

### Section 11.6

Employees shall have the option to have a maximum of one-fourth of their yearly vacation credit bought back by the District. Employees shall make this request in writing and submit the same to the District by October 31. For eligible employees, the District shall make the vacation credit payment on the November paycheck.

## **ARTICLE 12 HOLIDAYS**

### Section 12.1:

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

New Year's Day	January 1 <sup>st</sup>
Martin Luther King, Jr. Day	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	As observed in the State of Washington
Juneteenth	June 19 <sup>th</sup>
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday in September
Veteran's Day	As observed in the State of Washington
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	4 <sup>th</sup> Friday in November
Christmas Day	December 25 <sup>th</sup>

### Section 12.2:

- 12.2.1 In recognition of the employees working the holidays in Section 12.1 above, the District will compensate employees with 48 hours of paid holiday time per calendar year. Separation from service shall not require compensation for any unused holiday time.
- 12.2.2 Employees shall have the option of using their paid holiday time in one of two ways:
- 12.2.2.1 Employees shall have the option of exchanging all of their 48 hours of holiday leave for a reduction in their respective debit time owed (in 24-hour increments). Employees who wish to elect this option must notify the District, in writing, via an election form no later than November 1<sup>st</sup> of the preceding year; or
  - 12.2.2.2 Employees shall have the option of selling all 48 hours of their holiday leave to the District at the employee's straight-time rate in effect at the time of the sell back. The District shall make this holiday leave payment in the following February. If an employee fails to elect option one under Section 12.2.2.1 above by November 1<sup>st</sup> of the preceding year, then the employee shall receive option 2 under this Section 12.2.2.2.

Section 12.3

The District will compensate employees with 48 hours of paid personal leave per calendar year. Provided, however, employees shall not receive cash compensation for their personal leave. Instead, all employees shall be required to use all of their 48 hours of personal leave per year to replace 48 hours of debit time owed to the District. In addition, upon separation of service, the District shall have no financial liability to employees for personal leave time.

## **ARTICLE 13 SICK LEAVE**

### Section 13.1:

Shift employees shall accrue twenty-four (24) hours of sick leave per month beginning on their start date with a maximum of 1500 hours accrual. If separated from service, the employee shall be compensated for unused sick leave at 25% of the hours accrued. (For example, if an employee has 200 hours of accrued sick leave, they will be compensated for 50 hours). The District shall compensate the eligible employees at his/her hourly rate in effect at the time of their separation. If an employee is terminated for just cause, he/she is not entitled to receive compensation for unused sick leave. To be eligible for reimbursement of sick leave upon separation of service, an employee must have successfully completed a probationary period as outlined in Article 6.

### Section 13.2:

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 (as well as in any other circumstance mandated by applicable law).

### Section 13.3:

Employees may donate sick leave to another employee in accordance with *PPG #2725 Shared Leave Program*.

### Section 13.4:

Employees shall be granted a maximum of eight (8) consecutive shifts off for paternity) or maternity leave. Additional sick leave may be granted by the Fire Chief in extenuating circumstances.

### Section 13.5:

As elected by the Union, upon separation of service, the District shall transfer into the Medical Expense Retirement Plan of the Employee Benefit Trust an amount equal to 25% of the employee's sick leave accrual at the hourly rate in effect at the time of separation. The District shall contribute the monies on a pre-tax basis. The monies contributed shall only be used for retiree health insurance premiums or health service expenses. There shall be no employee election to take such amount in cash. If an employee is terminated for just cause or has not successfully completed a probationary period as outlined in Article 6, he/she shall not be eligible for a transfer of accrued sick leave into the Medical Expense Reimbursement Plan.

### Section 13.6:

In the event of a line of duty death (LODD), the District will pay 100% of the value of the employee's accrued, but unused, sick leave up to 750 hours maximum. The LODD benefit shall be paid at the employee's hourly rate in effect at the time of the employee's death. The LODD benefit will be paid directly to the employee's estate.



## **ARTICLE 14 TEMPORARY EMPLOYEES**

### Section 14.1: Temporary Employees

Temporary employees may be allowed under the following two conditions:

1. Any leave in excess of 10 consecutive shifts by a full-time career employee
2. When the District and Union agree on the need for a temporary position.

The term of employment for any temporary position shall not exceed 10 work periods (280 days).

The temporary hire shall be paid Step 1 Firefighter as described in Appendix “A”. Temporary positions do not receive benefits (unless otherwise required by applicable law). Any member covered by this Agreement on extended leave shall have all pay and benefits continued by the District. Seniority and service credit shall continue to accrue while the permanent employee is on extended leave status.

When the permanent employee returns to work, he/she shall return to their previous rank and position.

## **ARTICLE 15**

### **WELLNESS AND PHYSICAL FITNESS**

This Article 15 shall take effect on January 1, 2024. Until that time, the parties agree that Article 15 from the parties' prior Agreement (January 1, 2020 – December 31, 2022) shall remain in effect.

#### Section 15.1:

The employee shall participate in a physical fitness training program while on duty for a minimum of one (1) hour per shift. Exceptions to this requirement shall be due to emergency responses and/or other workload factors beyond the control of the employee.

#### Section 15.2:

The District agrees to continue participation in the IAFC/IAFF *Wellness/Fitness Initiative*, including mandatory annual medical physicals. The mandatory annual medical physicals will be conducted by the District physician and/or occupational health contractor.

Employees will complete the annual mandatory medical physical consistent with mutually agreed upon criteria. Medical physicals will be provided by a mutually acceptable provider, conducted on site (when possible), and paid for by the District. No individual results other than those required by the WAC (currently respiratory fitness questionnaire) will be shared with the District, with the exception of “fit” or “not fit”. In the event that the employee is unable to attend the annual medical physical offered by the District, the District shall offer one (1) make-up option for the medical physical. If the employee is unable or unwilling to attend the make-up date, the employee shall have an annual medical physical performed by their own healthcare provider. The employee's healthcare provider shall attest to the completion of the medical physical on a mutually agreed upon form which will be submitted to the District for verification upon completion.

15.2.1 The District and the Local shall work collaboratively to develop a mutually agreeable policy which outlines the step/procedures to be followed when an employee receives a “not fit” classification following the annual medical physical.

#### Section 15.3:

Employees who participate in the District sponsored medical physical shall receive a fitness incentive equal to twenty-four (24) hours at their normal base rate. Physical fitness incentive pay shall be included on the employee's November paycheck. Employees that were unable or unwilling to attend the annual medical physical offered by the District will be ineligible for the annual fitness incentive pay; however, the results of their annual medical physical through their own healthcare provider will fulfill the annual requirement set forth in Section 15.2. In the event that the District does not provide an annual medical physical, all employees shall receive a fitness incentive equal to 24 hours at their normal base rate of pay.

Section 15.4:

The District agrees to provide workout equipment at each staffed station to include weight lifting and cardio equipment to meet the requirements set forth in Section 15.1. In lieu of providing equipment at each station, the District shall allow personnel at stations without equipment to workout on-duty at the closest station that does have equipment.

## **ARTICLE 16 LEAVE OF ABSENCE**

### Section 16.1: Bereavement Leave

In the event of a death, the employee will be allowed up to 48 hours of bereavement leave for any death within their immediate family. The employee may use additional hours of sick leave after bereavement leave has been taken by approval of the Fire Chief or designee on a case-by-case basis. Immediate family is defined as spouse, brothers, sisters, father, mother, children, grandmother, grandfather, aunts, uncles, or stepparents. The Fire Chief or designee may allow exceptions to this definition on a case-by-case basis.

### Section 16.2: Military Leave

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 purpose as provided by law.

### Section 16.3: Jury Duty

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

### Section 16.4: Civil Witness

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 an 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 this Agreement. Remuneration received for such duty shall be remitted to the District.

### Section 16.5: 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.

## **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 this bargaining unit. This is the only procedure agreed to by the Union and the employees to settle their disputes or grievances under this Agreement. For the purpose of this Article 17, “days” shall be defined as Monday through Friday, 0800-1600 with an 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 District rules and regulations, or 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 his/her Union representative, seek relief through this procedure. The process identified in this Article 17 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, or reprisal.

### 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 paragraph 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 representatives of the District

and personally by the employee, or his/her Union representative.

Section 17.8:

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 this 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: Submission to Arbitration

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 the District setting forth the issue in dispute. If the District and the 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 arbitrable under the terms of this Agreement. Such questions of arbitrability must be ruled on by the arbitrator or arbitrators prior to hearing the issues of the case (provided said issues are found to be arbitrable).

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/her designee prior to their 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 to the Chief in writing. A grievance must be filed with ten (10) days of when the alleged grievance occurred. The grievant should state the reasons for his/her grievance, the time (date) that the grievance occurred, relief sought and the article and clause of the Agreement alleged to have 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 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 Fire Commissioners with a copy to the Fire Chief, after which a hearing will be held within fifteen (15) working day 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 from 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 and considerations are revealed. The mediator shall have the authority to meet jointly and/or separately with the parties and gather 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 settlement 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 future arbitration as evidence against the District or the employee.

Section 17.15:

**STEP 3 – ARBITRATION:** If the employee does not choose to pursue mediation, the Union, within five (5) working days after receipt of the answer at step 2, may refer the grievance, in writing, to arbitration. In that event, the Union and the District shall attempt to agree upon a neutral arbitrator to hear and decide the case. If the parties are unable to agree upon an arbitrator within fourteen (14) calendar days of the Union's submission of its written demand

for arbitration, a list of nine (9) arbitrators located in Washington or Oregon shall be jointly requested from the Federal Mediation and Conciliation Service (“FMCS”). Upon receipt of this list, the arbitrator shall be selected by each party alternatively striking a name from the list until only one (1) name remains. The party entitled to make the first strike of an arbitrator’s name shall be determined by the flip of a coin. The arbitrator shall be selected by the parties within fourteen (14) calendar days of their receipt of the foregoing list of arbitrators.

The decision of the arbitrator after the arbitration hearing shall be final and 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 the arbitrator is not vested with power to change this Agreement in any of its parts, but only to interpret the same. The arbitrator shall use his/her best efforts to render their decision within thirty (30) calendar days after the close of the arbitration hearing (including the filing of post-arbitration briefs, if any).

Each party shall pay any compensation and expenses relating to its own witnesses and representatives (including attorneys’ fees and costs) for the arbitration process. Unless ordered otherwise by the arbitrator, the arbitrator’s fee and expenses will be equally split by the parties. This includes each party’s obligation to equally split the initial filing fee, deposit, etc. charged by the arbitrator (if any) upon his/her acceptance of the arbitration.

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, and 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 future application, or interpretation, of the specific article or paragraph of this contract in question.

Section 17.17:

It is understood and agreed that taking a grievance to arbitration under this Article 17 constitutes an election of remedies and a waiver of all rights by the Union, and persons represented by the Union, to litigate or otherwise prosecute the grievance and its subject matter in any court or other forum.



## **ARTICLE 18**

### **NO STRIKES OR LOCKOUTS**

Section 18.1:

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 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 Employer functions by employees under this Agreement, and should the 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 Employer shall not lock out any employee during the life of this Agreement.

**ARTICLE 19**  
**SEVERABILITY AND SAVINGS CLAUSE**

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.

**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, merge, 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 make every attempt to negotiate with the agency they are relinquishing control, merging, consolidating, or contracting with to unconditionally accept and continue employment of all bargaining unit positions and the employees in those positions. The District agrees to make every effort to protect its employees in the event of any relinquishment of control, contract, combination, merger, annexation, or consolidation.

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:

No non-probationary employee shall be disciplined or discharged except for just cause. Discipline should normally be applied at progressive and escalating levels to allow the employee proper notice of misconduct and an opportunity to improve performance where appropriate and consistent with the offense. The level or degree of the discipline imposed shall be appropriately based on the employee's prior record of service, length of service, severity of the offense, prior record of discipline and discipline imposed upon other employees for similar acts or omissions.

### Section 21.2:

Verbal counseling is an informal disciplinary procedure and is not subject to the grievance procedure contained in this Agreement. Written notice of said verbal counseling shall be given to the employee and placed in their personnel file for one (1) year, at which time it shall have no effect regarding progressive discipline.

### Section 21.3:

Prior to the imposition of any form of discipline more serious than a written reprimand, the employee shall be provided written notice of the alleged violation. In addition, in such cases, the Employer shall hold a pre-disciplinary meeting no sooner than seven (7) calendar days from the time the employee was notified of the alleged violation. At this meeting the employee will be given an opportunity to present his/her side of the issue.

### Section 21.4:

The Employer may suspend an employee with pay during any investigation and pending the final decision as to the appropriate discipline resulting from the pre-disciplinary meeting and previously mentioned investigation.

### Section 21.5:

The employee shall be entitled to have union representation, upon request, at any meeting held with the Employer to discuss potential disciplinary action against the employee.

### Section 21.6:

The employee, and/or their Union representative with the employee's authorization, has the right to inspect the contents of the employee's personnel file with reasonable notice. No written reprimand or greater disciplinary document may be placed in the personnel file without the employee having been first notified of said document and given a copy. An employee who disagrees with the validity of any such document added to the file shall have the opportunity to challenge said document under the grievance procedure herein. The employee shall be required to sign the written reprimand or other disciplinary documents acknowledging that they have read the contents of the document.

Section 21.7:

For the purpose of progressive discipline, written reprimands shall no longer be considered three (3) years from the date said action was finalized, provided that no further written reprimand or more serious form of discipline is imposed within the three (3) year time period.

## **ARTICLE 22**

### **UNION BUSINESS AND BULLETIN BOARD**

#### Section 22.1:

One 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 unit provided:

22.1.1: The Union or the employee notifies the Employer in writing a minimum of forty-eight (48) hours prior to the start of the requested time-off period.

22.1.2: 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.

#### 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 District.

#### Section 22.3:

The Union shall be allowed to hold its regular monthly meetings at Fire Station 9-1. 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 22.4:

The Employer 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 Employer 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. Captain).

## **ARTICLE 24 PERSONNEL REDUCTION**

### Section 24.1:

The Employer 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 Employer 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 Employer shall respond to any proposals, which the Union may make in response to the subject of notice.

### Section 24.2:

Each employee who is to be reduced in rank or laid off as a 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 the notice shall be timely delivered to the Union within the sixty (60) calendar day notification period.

### Section 24.3:

All reduction in force shall be established by seniority in the District within the 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 and holiday pay, based on the employee's straight-time rate of pay as the date of separation.



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

Section 24.6:

If an employee is reduced in rank due to redistribution in force, that employee shall receive the maximum salary for the lower grade. This lower grade maximum salary shall not be higher than the original salary.

Section 24.7:

The District shall maintain a list, known as the “re-hire list”, of all persons who are reduced in rank or laid off. In the event that vacancies occur within the Department while persons remain on the re-hire list, the order of the recall shall be determined by reference to the re-hire list. The re-hire list(s) shall remain in effect for thirty-six (36) calendar months after the date of layoff, unless extended by the Board of Commissioners and shall 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 persons who are returned to their former positions shall be placed in the pay grade of their former rank, restored to the straight-time rate of pay that they would have received had they not been reduced in rank or placed on a re-hire list. Employees shall receive no service credit for any period of time while on layoff status.

Section 24.8:

Notice of recall to the employee’s former position shall be given to the employee in writing at his/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 shall be by certified mail, return receipt requested. The employee shall be given thirty (30) calendar days to accept an offer of the reinstatement, in which case written acceptance shall be sufficient if filed in any form with the District.

Section 24.9:

Any employee who fails to return to work upon official notice by the District shall be terminated.

## **ARTICLE 25 UNIFORMS AND CLOTHING**

### Section 25.1:

The District shall provide each new regular 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 personal protective equipment (PPE) shall meet the respective WAC 296-305 standard where applicable.

- 3 Nomex work pants
- 4 Navy Blue T-shirts
- 2 Nomex Dress Uniform Shirts
- 1 Navy Blue Sweatshirt
- 2 Navy Blue Polo Shirts
- 2 Navy Blue shorts
- 1 Hat
- 1 Beanie Hat
- 1 Black Uniform Belt
- 1 Pair of Protective footwear (dual rated)
- 1 Parka Style Jacket, with Liner
- Class “A” Uniform – After successful completion of recruit academy

### Section 25.2:

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

The District will provide employees who are members of the SORT team with appropriate PPE and uniform apparel as identified by the SORT program.

### Section 25.5:

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

### Section 25.6:

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

Section 25.7:

Uniform apparel and PPE provided by the District under Section 25.1 shall be worn while on duty unless specifically authorized by the Fire Chief.

## **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 for personal and professional growth.

#### Section 26.2:

The District agrees to pay the employee overtime plus applicable registration, travel, housing and shift coverage for mandatory/required training (including initial Special Operations Rescue Team (“SORT”) 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 for non-required training. The District agrees that certifications requiring training listed in District job description and Areas of Responsibilities “AOR’s”, as well as quarterly required SORT training will be considered mandatory/required training.

#### Section 26.3:

Tuition reimbursement shall be made available to Union members attending classes at an accredited College or University. The course of instruction must be in a degree field related to Fire or Emergency Medical Services up to and including the Masters Degree level. The course of instruction must be pre-approved by the Fire Chief or designee and the District reserves the right to require the employee to submit for approval by September 30th to allow reimbursement through the annual operating budget.

To be eligible for reimbursement the employee must attain a grade of “C”, 2.0 or better. Where a grade of pass/fail is used, a “pass” grade must be attained. Tuition reimbursement shall be limited to two classes per quarter/semester. The Fire Chief may approve additional classes in his/her discretion.

**ARTICLE 27**  
**EMPLOYER POLICY AND PROCEDURE MANUAL**

Section 27.1:

The District maintains an operating 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 Procedures Manual shall 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.

Section 27.2:

Each employee shall be provided with a current copy of his/her job description.

## **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 District personnel and PPG #2447 has been mutually established to address this issue.

## **ARTICLE 29 MISCELLANEOUS**

Section 29.1:

The District agrees to provide coffee, creamer and sugar for shift personnel.

Section 29.2:

The District agrees to provide an internet connection at each career station.

Section 29.3

The District agrees to provide a television and an appropriate media playing device at each staffed station.

## **ARTICLE 30 ON-CALL DUTY OFFICER**

### Section 30.1:

The Union and District recognize the benefits of maintaining 24-hour on-call Duty Officer coverage available to respond to incidents as needed. While this coverage is normally provided by the Chief, Assistant Chief and Volunteer Battalion Chief, both parties recognize that there will be times when personnel are unavailable to fulfill this role.

Both parties recognize that it is beyond the fiscal capabilities of the District to cover these absences with overtime personnel and agree to allow Union personnel to serve as on-call duty officers.

### Section 30.2:

No member shall be required to participate as an on-call duty officer.

There shall be no requirement, written or implied, that a member is bound to complete their duty commitment if other personal activities arise. The only requirement shall be for the employee to inform the on-duty officer of the lapse in coverage.

### Section 30.3:

Members who participate as an on-call duty officer 12-hours or more shall receive an acting premium of 5% of the current daily base wage.

Responses as duty officer shall be compensated at the employee's overtime rate for actual time spent except when a full staff call back has been requested in which case the two (2) hour minimum shall be paid in accordance with Article 9, Section 9.3.

### Section 30.4:

The duty officer shall have the sole discretion as to whether their response is needed at an incident. Generally, these responses will include: general alarms, freeway MVAs, brush fires, mutual aid structure fires, high call volume station standby and other such incidents as deemed appropriate by the duty officer.



## **ARTICLE 31 LIGHT DUTY**

### Section 31.1:

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

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

### Section 31.2:

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

**ARTICLE 32  
TERM OF AGREEMENT**

Section 32.1:

All provisions of this agreement shall continue to be in full force and effect from January 1, 2023, and continue through December 31, 2025.

Section 32.2:

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 32.3:

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

Dated this 27th day of November, 2023 at Olympia, WA.

***For Thurston County Fire Protection District No. 9***

  
\_\_\_\_\_  
Dale Putnam – Commissioner

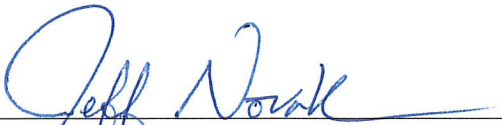
  
\_\_\_\_\_  
Mark Thompson – Commissioner

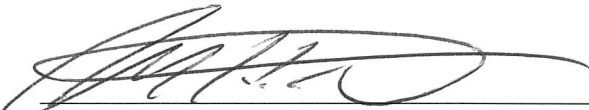
  
\_\_\_\_\_  
Jason Foust – Commissioner

  
\_\_\_\_\_  
Mark Campeau – Commissioner

  
\_\_\_\_\_  
Len Albert – Commissioner

***For the International Association of Firefighters, Local 3825:***

  
\_\_\_\_\_  
Jeff Novak  
McLane Black Lake Bargaining Unit

  
\_\_\_\_\_  
Charles Jones  
President, IAFF Local 3825

**APPENDIX A  
WAGE SCHEDULE**

<b>STEP 5 FF 2022</b>	<b>JAN 2023</b>	<b>NOV 2023</b>	<b>JAN 2024</b>	<b>JAN 2025</b>
\$84,085.37	4.0%	3.7%	5.0%	4.0%

**FIREFIGHTER**

Step 1	80%	\$69,959.03	\$72,547.51	\$76,174.89	\$79,221.88
Step 2	85%	\$74,331.47	\$77,081.73	\$80,935.82	\$84,173.25
Step 3	90%	\$78,703.91	\$81,615.95	\$85,696.75	\$89,124.62
Step 4	95%	\$83,076.35	\$86,150.17	\$90,457.68	\$94,075.99
Step 5	100%	\$87,448.78	\$90,684.39	\$95,218.61	\$99,027.35

**LIEUTENANT**

Step 1	105%	\$91,821.22	\$95,218.61	\$99,979.54	\$103,978.72
Step 2	110%	\$96,193.66	\$99,752.83	\$104,740.47	\$108,930.09
Step 3	114%	\$99,691.61	\$103,380.20	\$108,549.21	\$112,891.18

**CAPTAIN**

Step 1	119%	\$104,064.05	\$107,914.42	\$113,310.15	\$117,842.55
Step 2	124%	\$108,436.49	\$112,448.64	\$118,071.08	\$122,793.92
Step 3	128%	\$111,934.44	\$116,076.02	\$121,879.82	\$126,755.01

I:\DOCS\M\35792\Final CBA Documents\Final CBA Clean Version 120823 1429.docx