

AGREEMENT BETWEEN

South Thurston Fire EMS
(Thurston County Fire Protection District #12)

AND

International Association of Firefighters
Local #3825
(Thurston County Fire Protection District #12 Bargaining Unit)

Effective: January 1, 2022 – December 31, 2024

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ARTICLE 1
PREAMBLE

Section 1.1:

This agreement is entered into upon the date of signature between the International Association of Firefighters Local Number 3825, hereafter referred to as the “Union”, and Thurston County Fire District No. 12, hereafter referred to as the “Employer” or the “District.”

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

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 personnel (as defined by RCW 41.56.030[4]) employed by Thurston County Fire District 12 (herein referred to as the “bargaining unit.”) This Agreement *excludes* management supervisors, confidential employees, temporary employees, trainee employees, part-time employees, seasonal employees, volunteers, and non-uniformed employees. District positions covered by this Agreement include:

- Career Firefighter/EMT
- Career Lieutenant/EMT

Section 2.2:

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

Section 2.3 - Payroll Deduction:

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

ARTICLE 3 MANAGEMENT RIGHTS

Section 3.1:

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

Section 3.1.1:

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 3.1.2:

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

Section 3.1.3:

To evaluate jobs, classify positions, establish qualifying requirements of Employees and specify Employee duties.

Section 3.1.4

To determine, modify, change, combine, or eliminate job positions, job classifications and descriptions and job duties to be performed in various classifications. To make and enforce safety and security rules, and rules of conduct of Thurston County Fire District Twelve Employees.

Section 3.1.5:

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

Section 3.2:

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 4
NON-DISCRIMINATION

Section 4.1:

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

Section 4.2:

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 5
PROBATIONARY PERIOD

Section 5.1: Length of Probationary Period

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 may provide feedback to the employee periodically throughout the probationary period.

Section 5.2: Rehires Promotions, Demotions, Internal Transfers and Lateral Transfers

Promotions, internal transfers, and demotions to positions with different job descriptions covered by this Agreement, as well as re-hires and lateral transfers (a transfer from a different fire and emergency services department), shall serve a probationary period of twelve (12) calendar months. The Fire Chief has the authority to waive all or a portion of the twelve (12) month probationary period at his or her discretion. A promoted employee who fails to satisfactorily complete the probationary period shall be returned to their prior position, provided there is an open position.

Section 5.3: Termination during Probationary Period

During the probationary period, the Fire Chief or designee, at their discretion, may terminate the employment of a probationary Employee. Such a probationary Employee shall not have recourse to the grievance procedure of this Agreement.

ARTICLE 6 WORK SCHEDULE

Section 6.1: Work Schedule

Subject to the Management Rights Clause Article 3, under the FLSA 29 CFR, the Employer has adopted the 7(k) exemption and a 24-day work period. Employees shall be scheduled to work 24-hour and 12-hour shifts and shall not be scheduled for more than 182 hours in a 24-day work period. The 48 / 96 Schedule is a three-platoon system in which employees work two consecutive twenty-four hours shifts for a total of forty-eight hours and have ninety-six consecutive hours off. The District reserves the right to adjust work shift start times with a minimum of two weeks advanced notice on all shift adjustments that will be long term (greater than 30 days) or permanent. Emergency circumstances causing shift time adjustments will not require two weeks' notice.

Section 6.1.1: 48 / 96 Schedule

Bargaining unit members working the 48/96 schedule will receive one (10-hour) Kelly Day during each 24-day FLSA work period. Hours of work for this Kelly Day will be 1700 until 0700 the following day. This Kelly Day will be scheduled by the District on the first 48 or second 48 of a work rotation unless it falls on a weekend or holiday, in which case it will be scheduled on the next work shift thereafter.

During the change over to the new schedule or if the schedule reverts back, the department shall not incur any overtime expenditures.

In the event a shift is scheduled to work both December 24th and December 25th of the same year, the shift assigned to work on December 23rd will be reassigned to work on December 24th. The shift originally scheduled to work December 24th will be reassigned to work on December 23rd.

Section 6.1.2: Floating Work Schedule

Assigned employees may be required to work an alternate "floating" schedule of 24-hour, 12-hour, 8-hour, and 10-hour shifts and shall not be scheduled for more than 182 hours in a 24-day work period.

Section 6.2: Short-Term Coverage

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

Section 6.3: Shift Trades

Employees shall have the right to voluntarily trade shifts when the trade does not interfere with the operations of the District and is documented in the shift scheduling program. Shift trades shall not be open-ended, cause pay changes, and shall be the responsibility of the Employee to track. The trades shall not cause overtime situations where the regular schedule did not.

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

additional regular time or overtime shall be paid or incurred by the employer.

Section 6.4 Consecutive Work Hours

Shift employees will not be scheduled to work more than 84 consecutive hours without prior approval by the Fire Chief, except in cases of state mobilization or similar extended emergencies. Every effort will be made to limit schedule shift coverage to 72 hours under normal circumstances. A minimum of 12 hours between shifts is required.

ARTICLE 7 WAGES

Section 7.1:

The wages of the Employees governed by this Agreement are set forth in Appendix "A", which is attached hereto and incorporated by this reference. Annual step increases will be based on comprehensive job performance evaluations agreed upon by the union and the district.

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

Section 7.2:

New hires shall be placed in a step as determined by the Employer.

Section 7.3:

A cost-of-living adjustment (COLA) will be made in January based on the SEA-TAC-BREM CPI rate, approved COLA will be from 0% to 4%, and shall not exceed 4%.
No COLA for 2022. COLA TBA for 2023 & 2024

Section 7.4:

Step increases are not an automatic or guaranteed process. Member must obtain a good annually evaluation, along with meeting all required classes or courses associated with each step.

ARTICLE 8 OVERTIME PAY

Section 8.1:

Actual hours worked in excess of 182 hours in a work period, not inclusive of vacation and sick leave hours, will be compensated at the rate of one and-one-half (1-1/2) times the regular rate. The work period consists of 24 days of which there are 15 in one year as defined by FLSA.

Employees shall record their approved and performed overtime on their monthly Employee time documents and submit them to their direct supervisor. All overtime must be authorized by the District.

Section 8.2: Call Back/Holdover

An Employee who is called back to work after completing required duty times and having left the place of duty will be paid for actual time spent on duty at a rate of (1 ½) one-and-one-half times the hourly rate, provided that the hours are in excess of hours worked for the work period as described in Section 8.1. A minimum of two (2) hours will be paid for call back. There shall be no minimum hours paid when an Employee is on duty and is held over.

Section 8.3: Meetings/Drills

Overtime shall be paid only when attendance at the meeting/drill is required/requested by a chief officer and the Employee is not on duty.

Section 8.4: Overtime List

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

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

Section 8.5: Mandatory Overtime

Mandatory Overtime will be used to fill vacancies that occur for various approved leave, including but not limited to sick leave, required training vacancies, approved bereavement leave, Military leave, jury duty, civil witness, FMLA leave, and Kelly Days for career lieutenants.

Under normal circumstances, the priority for filling career vacancies will be:

1. Callback Lieutenant Overtime
2. Callback Move-up Qualified Overtime Firefighter
3. Holdover of Lieutenant going off duty – Mandatory Overtime
4. Firefighter – Mandatory Overtime

When Mandatory Overtime is required for a short notice vacancy (i.e. sick leave) the individual on duty will be held over during the process to fill the Mandatory Overtime vacancy. If the process is unsuccessful, the “holdover” will be converted to Mandatory Overtime and will be tracked separately from Regular Overtime. If, during the course of the Mandatory Overtime shift, another qualified member becomes available and is willing to work the balance of the shift,

the shift will revert to “regular overtime” and that member’s Crewsense hour bank will be credited with the appropriate hours.

If the vacancy is scheduled more than 48 hours in advance and Mandatory Overtime is required, the rank for rank individual with the fewest Mandatory Overtime hours will be contacted to work the vacancy. If that individual has scheduled leave (12 hours or more) adjacent to the Mandatory Overtime, they will be protected from the Mandatory Overtime and the individual with the next fewest mandatory hours will be hired.

ARTICLE 9 GROUP INSURANCE

Section 9.1:

Effective upon implementation of this Agreement, the District shall obtain and maintain group medical, dental, and vision insurance for the Employee. The District shall provide for 100 percent of the cost of the premium for the Employee, and 40% percent of the premium for eligible spouse and eligible dependents in the Uniform Medical Plan provided by the Washington Fire Commissioners Health Care plan, and provided that the District is limited to a maximum 10 percent increase over the life of the contract. Any increase above 10 percent shall be paid by the individual employee through payroll deduction.

Section 9.2:

In 2023 department will pay 50% of eligible dependents
In 2024 department will pay 60% of eligible dependents

Section 9.3:

If spouse works, they must take their employer's plan. If employee is wanting to add a spouse that has not previously been covered, the employee must give notice for budgeting purposes during open enrollment for the next calendar year between July 1 to August 31 or newly married, birth of a child, along with notifying the district for removal of spouse due to a divorce.

Section 9.4:

The Union recognizes that continuous rising health care premiums may place a financial burden on the District in the future. The Union and District agree that during the term of this agreement, Article 9 may be re-opened for negotiations on this single issue.

ARTICLE 10
VACATION LEAVE

Section 10.1:

Each employee shall be granted vacation leave in accordance with the following schedule after completion of one year of service from the date of hire:

After the first year, vacation hours will be accrued monthly.

<u>Upon Completion</u>	<u>Earned</u>
1—3 years	120 hours/yr.
4 - 6 years	144 hours/yr.
7-10 years	192 hours/yr.
11-15 years	240 hours/yr.
16 or more years	288 hours/yr.

Section 10.2:

The maximum amount of hours of vacation which may be accumulated is 240 hours. Leave accumulated in excess of 240 hours shall be used by the Employee's anniversary date and at a time convenient to the Fire District. If such leave is not used prior to the Employee's anniversary date, such leave in excess of 240 hours shall be automatically forfeited to the amount of 240 hours.

Section 10.3: Vacation Scheduling

Employees shall submit their requests for vacation leave no later than December 16 of the prior working year for the upcoming year. Seniority shall be considered for assigning vacations during the same time period.

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

Any vacation requested after the December 16 deadline shall be granted based on the availability with consideration given to the amount of requests for the same period.

Section 10.4:

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. In such cases, an Employee may be required to furnish a statement from a duly licensed physician.

Section 10.5:

If separated from service by reason of resignation with adequate notice, layoff, dismissal, retirement, or death, he or she is entitled to a lump sum payment of unused vacation. No contributions are to be made to the Department of Retirement Systems for lump sum payment of excess vacation leave, nor shall payment be reported to DRS as compensation.

ARTICLE 11
HOLIDAYS

Section 11.1:

The following shall be designated as holidays for all Employees in the Bargaining unit:

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

In addition to the specified holidays above, each employee shall receive one (1) 8-hour non-cumulative personal holiday in each calendar year, provided that the Employee has been continuously employed by the Employer for at least (6) months. The personal holiday will be paid in the November pay period.

ARTICLE 12 SICK LEAVE

Section 12.1:

Employees shall accrue twenty-four (24) hours of sick leave per month beginning on their start date with a maximum accrual of 850 hours. If separated from service for any reason, the Employee shall not be compensated for unused sick leave.

Section 12.2:

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. Immediate family is defined as a spouse, child, grandparent, parent, or parent-in-law.

Section 12.3:

Employees may participate in the District's Shared Leave Program (Policy #P-6.)

Section 12.4:

Abuse and misuse of sick leave is grounds for disciplinary action up to and including discharge. The Employer retains the right to require the employee to provide certification from an Employer selected physician or health care provider attesting to the illness or injury when the absence is longer than 3 days for day shift and floating employees and two shifts for 24-hour employees.

Section 12.5:

For absences resulting from a work-related injury or illness, an employee is required to notify his/her supervisor immediately and file an application for Worker's Compensation in accordance with State Law and Policy #P-15.

Any Employee who is off or injured for an extended period of time (more than 30 days) may be subject to the Return to Duty Policy #P-17

ARTICLE 13 LEAVE TIME

Section 13.1: Bereavement Leave

Accrued sick leave shall be granted for bereavement up to seventy-two (72) hours for the death of an immediate family member or relative. The Chief or designee may approve additional hours of vacation leave, or holiday leave for purposes of travel or other circumstances. Immediate family member or relative is defined as a spouse, son, daughter, grandchild, foster child, son-in-law, daughter-in-law, grandparent, parent, brother, sister, niece, nephew, aunt, uncle, first cousin, brother-in-law or sister-in-law.

Section 13.2: 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 shall be granted up to 15 days of paid military leave according to State Law.

Section 13.3: Jury Duty

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

Section 13.4: Civil Witness

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

Section 13.5: Maintenance of Employee Status

Any member covered by this Agreement on approved paid leave of absence shall have seniority continue to accrue while the Employee is on approved paid leave of absence status. When the Employee returns to work, he/she shall return to their previous rank and position. The term "paid leave of absence" shall mean that the Employee shall use accrued leave time of vacation, holiday, or. If the approved paid leave of absence is for illness or injury, accrued sick leave may be used.

Section 13.6: Family and Medical Leave (FMLA)

The district will grant Family and Medical Leave Act (FMLA) pursuant to state and federal laws in effect at the time the leave is requested.

ARTICLE 14 GRIEVANCE PROCEDURES

Section 14.1:

A grievance is defined as an alleged misapplication, misinterpretation, or violation of contract clauses of this Agreement. An aggrieved person is the individual Employee who is making claim that his/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.

Section 14.2:

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

Section 14.3:

In order to prevent disruption of regular work schedules, and to prevent excess overtime, grievances shall be heard on a mutually agreed upon time.

Section 14.4

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

Section 14.5:

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 14.6:

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

Section 14.7: 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 file it with the Fire Chief in writing utilizing the District's Grievance Report Form. A grievance must be filed within fifteen (15) business days of when the alleged problem occurred. The grievant should state the reasons for his/her grievance, the time (date) that the grievance occurred, relief sought and the article and clause of the contract, which has been misapplied. The grievance must be heard within ten (10) business days after it is filed with the Fire Chief. The Fire Chief must make formal written answer to the Employee within ten (10) business days after the grievance hearing is completed. If the Employee feels the matter is not resolved, then the grievance may be filed into the second step.

Section 14.8: STEP 2 - BOARD OF FIRE COMMISSIONERS

If the Employee wishes to pursue the grievance, the Employee must submit his/her request, to the Board of Fire Commissioners, in writing within fifteen (15) business days after receipt of the written answer from the Fire Chief in Step 1. A copy of the grievance will also be submitted to the Fire Chief. A hearing will be held within fifteen (15) business days of its filing with the Board of Fire Commissioners. The Board of Fire Commissioners will provide a written answer within fifteen (15) business days after the hearing has been completed. If the Employee is not satisfied with the answer given by the Board of Fire Commissioners and if he/she wishes to pursue the grievance, he/she may, within (5) business days after receipt of the answer in step 2, request a mediation of the grievance.

Section 14.9: - STEP 3 - MEDIATION PROCEDURES

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

Section 14.10: STEP 4 – ARBITRATION

If mediation is unsuccessful, or either party chooses not to pursue mediation, the aggrieved party may submit to arbitration within five (5) business days after receipt of the answer at step 2 or step 3. The arbitrator shall be chosen by mutual agreement of both parties or by obtaining a list of arbitrators from PERC with each party given the opportunity to strike an arbitrator until one remains. The last arbitrator remaining shall be the selected arbitrator to preside over the arbitration hearing.

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

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

ARTICLE 15
NO STRIKES OR LOCKOUTS

Section 15.1:

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

Section 15.2:

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

ARTICLE 16
SEVERABILITY AND SAVINGS CLAUSE

Section 16.1:

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

ARTICLE 17 DISCIPLINE

Section 17.1:

Employees may be disciplined or discharged for just cause. Discipline will generally 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 nature and severity of offense.

Section 17.2:

Disciplinary action may include oral warning, verbal reprimand, written reprimand, suspension without pay, demotion, and discharge.

Section 17.3: Oral Warnings

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

Section 17.4: Verbal Reprimand

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

Section 17.5: Written Reprimand

The Fire Chief will meet with the employee to discuss alleged misconduct and provide the employee an opportunity to provide relevant information regarding the violation or work improvement needed. This Written Reprimand will be documented on the department form.

Section 17.6: Suspension Without Pay, Demotion or Discharge

Prior to the imposition of discipline involving suspension without pay, demotion or discharge, the employee shall be provided a copy of the alleged violation and all relevant documents the employer has in their possession. In addition, the employer shall hold a pre-disciplinary hearing within ten (10) business days from the date 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 issue.

Section 17.7: Suspension Without Pay

The employer may suspend an employee with or without pay pending the final decision as to the appropriate discipline or the overturning of the discipline by the appropriate authority. When discipline warrants a suspension without pay, it is the employer's sole determination as to whether the suspended employee may use vacation, or holiday time in lieu of suspension. However, a hearing shall be held within ten (10) business days of the suspension to modify or sustain the suspension.

Conviction of a felony offense will result in immediate discharge of the Employee.

Section 17.8:

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

Section 17.9:

All discipline (except as applied to probationary employees, verbal reprimand and written warning) shall be subject to the grievance procedure.

ARTICLE 18
UNION BUSINESS AND BULLETIN BOARDS

Section 18.1:

One Union official, who is an employee in the bargaining unit, may be granted use of vacation leave, while conducting Union business vital to the Employees in the bargaining unit. Employees may also be allowed to cover for each other on a Union Coverage basis without compensation or return coverage provided:

Section 18.1.1:

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.

Section 18.1.2:

The Employer is able to properly staff the Employee's job duties during the time-off period. The Union business will require the employee to be away from work for no more than 72 hours (3 shifts). This requirement may be waived by the Fire Chief or designee.

Section 18.1.3:

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

Section 18.2:

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

Section 18.3:

The Employer shall provide suitable space for a Union furnished bulletin board at station 41 in an area frequented by all Employees within the bargaining unit. The Union shall limit its postings of notices and bulletins to such bulletin boards to union business and items appropriate to the workplace. The bulletin boards shall be kept neat and orderly.

Section 18.4:

The Union shall be allowed to hold its regular monthly meetings on District property. With approval of the Fire Chief or designee, on duty personnel may attend meetings and shall remain in service and be alarm ready.

ARTICLE 19
DEFINITION OF SENIORITY

Section 19.1:

Seniority shall be determined by continuous employment with the Employer from most 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 19.2:

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.

ARTICLE 20 PERSONNEL REDUCTIONS

Section 20.1:

In case of personnel reductions, all reductions in force shall be established by seniority within the rank or classification. 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 sixty (60) calendar days before the effective date of layoff.

Section 20.2:

In the event of a tie in seniority, the tie shall be broken by drawing lots.

Section 20.3:

The reduction shall proceed in the following order:

Section 20.3.1:

Employees of the bargaining unit shall be laid off in reverse order of the District seniority list; the least senior Employee in the bargaining unit within the rank or classification shall be laid off first.

Section 20.3.2:

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.

Section 20.3.3:

An Employee who is laid off shall be paid for all accrued vacation, and personal holiday for the respective year, based on the Employee's straight-time rate of pay as of the date of separation.

Section 20.3.4:

All Employees who are reduced in rank or laid off shall not suffer any loss in accumulated and unused vacation, holiday, or overtime earned prior to the date of the action.

Section 20.4:

If an Employee is reduced in rank, due to redistribution in force, that Employee shall receive the maximum salary for the lower grade, provided it is not greater than the previous salary.

Section 20.5:

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 twenty-four (24) calendar months after the date of layoff, 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 rehire list. Employees shall receive no service credit for any period of time while on layoff status.

Section 20.5.1:

Notice of recall 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 in writing of any change in address while on layoff status. The Notice shall be by certified mail, return receipt requested. The Employee shall be given ten (10) calendar days to accept an offer of the reinstatement, in which case written acceptance shall be forwarded via certified mail, return receipt requested to the District or hand delivered to the Fire Chief.

Section 20.5.2:

Any Employee who fails to return to work upon official notice by the District loses all re-employment rights.

Section 20.5.3:

The Employer shall require all Employees returning to duty from layoff to successfully pass a pre-employment medical physical exam including a drug screen, and a background check prior to being reinstated to full-time employment. In addition, the Employer shall review each returning Employee's driving record to ensure compliance with the District's insurance requirements. Employees who fail the return-to-work medical physical exam, including a drug screen, a background check or who have incurred driving offenses that precludes compliance with the District's insurance requirements may not qualify for employment and therefore shall be considered terminated. The Employee also has the responsibility to maintain their Fire and EMS skills during their layoff period to include maintaining basic Firefighter I level skills and EMT OTEP. The Employer will verify with the Employee that they meet the job description requirements for the position which they are hired. The District maintains the right to waive all or parts of this section.

Section 20.5.4

All Employees shall meet all mandatory training requirements and return to duty qualifications per Policy #P-17.

ARTICLE 21 UNIFORMS AND CLOTHING

Section 21.1:

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

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

Section 21.2: Quartermaster system

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

Section 21.3:

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

Section 21.4:

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

Section 21.5:

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

Section 21.6:

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

ARTICLE 22
EDUCATIONAL OPPORTUNITIES AND TRAINING

Section 22.1:

Training and continuing education is important for upgrading and maintaining Employee skills and professional growth. The District may provide opportunity and/or require each Employee to attend continuing education or training at the District's discretion. Expenses for training/continuing education will be reimbursed according to the District Policy #P-.

The Employer reserves the right to alter work schedules to accommodate training and to minimize overtime situations. The Employer may credit employee attending out-of-the-area training with previously regularly scheduled shift hours to keep the employee whole as part of the training class. Compensation for training should be consistent among individuals within the same rank, based on the Employers current financial condition.

Section 22.2:

It is the Employees responsibility to maintain minimum qualifications required for their position and shall not be considered required training time by the Employer, and therefore shall not be considered time paid when it falls outside their regular work schedule.

Section 22.3:

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

Section 22.3.1:

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

Section 22.3.2:

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

Section 22.3.3:

In the event the Employee voluntarily leaves employment with the District within one year of completion of the education, the Employee shall reimburse the District in full for the amount paid out by the District for their education.

ARTICLE 23
PHYSICAL FITNESS / FIT FOR DUTY

Section 23.1: Physical Fitness

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

The union agrees to participate in a district-provided fitness assessment as part of the fitness program. The assessment will be conducted by an outside consultant and consist of the NFPA recommended components of aerobic capacity, body composition, muscular strength, muscular endurance, and flexibility. The assessment will be confidential and mandatory for members of the Local. If any member displays a significant health issue, they will be referred to their private health care provider and will provide the consultant with documentation of the follow up. The consultant will notify the district of the referral, maintaining confidentiality of the details of the referral. Failure to follow up with a physician within 60 days may result in disciplinary action. Subsequent to the physician follow up, the member will provide the District with a fit for duty form signed by a licensed physician.

Section 23.2:

As part of the District and Union mission to promote healthy practices, the use or possession of tobacco, tobacco products (snuff, pipes, cigars, cigarettes, or any other product containing tobacco) or e-cigarettes (vaping) is prohibited on all Fire District Property, on emergency scenes, in district vehicles, at official Fire District functions, or while in uniform representing Thurston County Fire District 12.

All new hires after January 1, 2019 shall be tobacco-free.

Section 23.3: Fit For Duty

Per Policy #P-17, all members of the bargaining unit will be required to participate in fitness for duty physical examinations, and physical fitness evaluation which are conducted by the Employers physician and/or occupational health contractor. All costs for such examinations and re-examinations, as may be necessary, are the responsibility of the Employer. Participation in the physical examination and physical fitness evaluation will not result in disciplinary action. Failure to participate may result in disciplinary action.

ARTICLE 24
EMPLOYER POLICY AND PROCEDURE MANUALS

Section 24.1:

The District maintains operational and administrative policies and procedures, which contain information important for all Employees and volunteers. The District amends the operational and administrative policies and procedures from time to time. The Union agrees that its members shall comply fully with the Districts rules and regulations, including the Core Values and Guiding Principles adopted by the District, operational and administrative policies and procedures except where this Agreement modifies such provisions.

ARTICLE 25
TEMPORARY EMPLOYEES

Section 25.1:

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

1. If a full-time employee is on leave for five (5) or more consecutive shifts or,
2. No other full-time Employees are available to work a shift or,
3. When the Union and District agree that such a temporary employee is necessary or advantageous to maintain operations of the District.

Section 25.2:

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

Section 25.3:

The temporary hire shall be paid at "Temporary Wage" Wage shall be seventy-five (75) percent of Step 1 of position filled. This temporary wage shall be used only for the circumstance described in this section. Temporary positions do not receive contractual benefits.

ARTICLE 26
MERGERS, ACQUISITIONS, ALLIANCES, CONTRACTS, OR CONSOLIDATIONS –
SUCCESSOR AGREEMENTS

Section 26.1:

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 26.2:

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:

26.2.1) 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.

26.2.2) 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 27
TERM OF AGREEMENT

Section 27.1:

All provisions of this Agreement shall continue to be in full force and effective from January 1st, 2022, to December 31, 2024.

Section 27.2:

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

Dated this 11th day of November 2021 Tenino, WA.

For the Fire District:

Ross Demmel
Thurston County Fire District #12
Commissioner

Everett Evans
Thurston County Fire District #12
Commissioner

John O’Callahan Chairman
Thurston County Fire District #12
Commissioner

R “Kip” Busby
Thurston County Fire District #12
Commissioner

Andrew Schaffran
Thurston County Fire District #12
Fire Chief

For the International Association of Fire Fighters, Local 3825:

Charles Jones
President, IAFF Local 3825

Kristofer Gray
Agency Representative, IAFF Local 3825

**INSERT APPENDIX A
WAGE SCALE 2022**

Step 1 FF/EMT \$54,106.15 FF1, HMO, HMA, Within a year Blue Card, NWCG FF2

Step 2 FF/EMT \$56,953.84 Must have IFSAC FF2 / IFSAC Driver Operator

Step 3 FF/EMT \$59,951.41 Must have Inst. 1/ NWCG S-215

Step 4 FF/EMT \$62,948.98 Must have IFSAC Driver Operator Pumper

Step 5 FF/EMT \$66,096.43 Must have IFSAC Tender Operator/ Basic Investigator Class / NWCG FF1

Step 1 Lt. FF/EMT ... \$69,401.25 NIMS 300 & 400 / IFSAC Officer 1 / Incident Safety Officer

Step 2 Lt. FF/EMT ... \$71,483.29 IFSAC Inst. 2 / Haz-Mat IC

Step 3 Lt. FF/EMT ... \$73,627.79 IFSAC Officer 2 / Be enrolled in NFA Managing Officer Program / NWCG ENGB