

**AGREEMENT BETWEEN
WEST THURSTON REGIONAL FIRE
AUTHORITY (WTRFA)**



**And the
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS
THURSTON COUNTY PROFESSIONAL
FIRE FIGHTERS LOCAL 3825
WEST THURSTON
BARGAINING UNIT**

January 1, 2023 through December 31, 2025

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ARTICLE 1 PREAMBLE

Section 1.1:

This agreement is entered into January 01, 2023 between the International Association of Fire Fighters Local Number 3825, hereafter referred to as the “Union”, and West Thurston Regional Fire Authority, hereafter referred to as the “Employer” or the “Authority”.

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. Therefore, to ensure the stability of this Agreement, no new provisions shall be proposed during the term of this Agreement, unless provided for elsewhere in this Agreement or such specific proposal is entertained by mutual agreement of both parties.

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 West Thurston Regional Fire Authority (herein referred to as the “bargaining unit”). This agreement *excludes* executive supervisors, confidential employees, and non-uniformed employees. Authority positions covered by this agreement include:

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

Section 2.2:

All employees covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement shall, as a condition of continued employment, remain members of the Union in good standing. It shall be a condition of employment that all employees covered by this Agreement hired on or after its execution date shall become and remain members of the Union in good standing within thirty-one (31) calendar days. Any employee who fails to comply shall be terminated.

Section 2.3:

If, due to religious conviction, an employee does not wish to be a member of the Union, the employee shall be afforded the right granted by applicable law. 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 the regard to membership, and recognizes the union as the sole bargaining until representative relative to wages, hours, and working conditions for all firefighters and officers as enumerated in RCW 41.56. Employees desiring to become, and/or remain, a member of the union shall advise the employer with an “opt-in” letter provided by the union that authorizes the deduction of union dues/fees from the wages of employees who have chosen to “opt-in” and forward them to the union each month. Conversely, those who choose to “opt-out” of union membership shall advise the employer in the same manner.

Section 2.4:

Payroll Deduction – the Employer shall deduct from the pay of each 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 dues, fees, fines, and assessments for the Union. Changes in the amount of said deductions shall be made twice annually, January 1 and July 1. Exceptions shall be for new employees, as needed. The Union shall refund to the Employer any amounts paid to it in error on account of this check-off provision upon presentation of proper evidence thereof.

Section 2.5:

The Union will make available upon request one PDF copy of this Agreement to each Employee in the bargaining unit and to each newly hired Employee of the bargaining unit. 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 Authority 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.

Section 2.6

The Local recognizes the continued value of the volunteer members with the Authority and will continue to mentor and foster their growth.

ARTICLE 3 DURATION

This Agreement shall be effective January 1, 2023 and shall remain in effect through December 31, 2025. There will be an option for a one-year extension through December 31, 2026 with wages and benefits being opened prior to 2026. The Union and Authority agree to notify the other party by April 30th in the year of expiration to begin negotiations as it pertains to modifying, amending, or changing this agreement for subsequent years.

ARTICLE 4 MANAGEMENT RIGHTS

Section 4.1:

All the functions, rights, powers and authority that are not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the 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 assignments and locations; 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 in so far 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 in accordance with RCW 49.60. 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.

Section 5.3:

No employee shall be discriminated against for upholding Union principles nor shall any employee who serves as an officer or on a committee of the Union, lose their job or be discriminated against for such reasons.

ARTICLE 6 PROBATIONARY PERIOD

Section 6.1: Length of Probationary Period – Entry Level and Lateral Transfers

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

Section 6.2: Re-Hires, Promotions and Internal Transfers

The probationary period for re-hires, promotions and internal transfers to positions covered by this Agreement with different job descriptions (including demotions) shall be six (6) calendar months.

Section 6.3 Requirements during Probationary Period

The Employee will be provided with, in writing by the Fire Chief, the requirements set forth by the Authority of the Employee to successfully complete the probationary period. The Employer shall make available to the employee any mandatory training or educational programs required of the Employee to complete their probationary period.

Section 6.4 Termination during Probationary Period

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

Section 6.5: Employee Evaluations

Upon completion of probation, the Fire Chief or his designee will provide the employee written confirmation of completion including performance evaluation(s). Thereafter, the Employee's supervisor or designee shall evaluate the performance of the employee at least annually.

Section 6.6 Employees on Probation

Employees on probation will receive an evaluation monthly from their supervisor or designee during their probationary employment.

ARTICLE 7 WORK SCHEDULE

Section 7.1:

The Union and the Employer recognize that employees covered by this Agreement will be designated as either shift employees or day time employees.

Section 7.2:

Except as indicated in Section 7.4, the normal work week for shift employees shall be 48 hours per week (annualized), consisting of twenty-four (24) consecutive hours of work followed by forty-eight (48) consecutive hours off duty. Hours of work shall be 0730 until 0730 the following day.

Section 7.3: Shift Schedule

Shift employees will have one scheduled shift off (Kelly Day) every 21 calendar days. No more than two personnel will be allowed Kelly leave per shift. Shift employees shall have an opportunity to choose their designated Kelly day based on seniority. All Kelly Days must be taken within a 21-day cycle. The Authority may designate some bargaining unit employees as "floaters" to cover Kelly Days.

Section 7.4: Day Shift

The normal work week for day time employees covered by this agreement shall be 40 hours per week, consisting of either five (5) 8-hour days or four (4) 10-hour days. The Fire Chief or designee shall schedule day shift employees' hours of work, and shall notify the employee of the work schedule at least 2-weeks in advance or less if mutually agreed upon by the Authority and the Union.

Section 7.5:

Employees may be required to work beyond their regular scheduled hours of work up to a maximum of forty-eight (48) hours straight with twenty-four (24) hours minimum off before their next scheduled shift. This requirement may be waived in the event of a declared or perceived natural or man-made emergency or disaster, or any other circumstance that it is mutually agreed upon by the Authority and Union. The Union and the Authority agree that in such circumstances, it is in the best interests of the employer and the employees that off-duty personnel agree to come back to work when called in order to relieve personnel on extended shifts.

Section 7.6: Shift Trades

Shift trades are the sole responsibility of the Union Employee and shall not cause pay changes or overtime situations where the regular shift did not. Trades shall not interfere with the operations of the Authority and shall be the responsibility of the employee to track. If the scheduled employee cannot fulfill the trade, they will contact all other eligible employees to cover shift. If failing to cover shift as scheduled, the employee who was originally scheduled to work on the day shall report to work or be charged vacation leave at the rate of time and one half (1.5). If the employee does not have vacation, personal leave will be used. If the employee does not have vacation or personal leave, the employee will be placed on leave without pay.

Section 7.7: Light Duty

Bargaining unit members who cannot perform their regular duties due to pregnancy, an on-the-job injury or illness will be assigned to light duty and may opt for a day shift schedule as outlined in Section 7.4. The Authority will provide the employee and the union with written notification of its desire to have the employee perform light duty. The type of productive work performed in this assignment will be specified by the Authority based on the needs of the Authority, and a medical release given by the employee's primary physician. Employees on light duty will have all rights and benefits as if on full duty. They will also accrue vacation and sick leave while on light duty. The employee will immediately be available for a light duty assignment pending a doctor's release to light duty with description of work. Off-the-job injuries will be allowed light duty at the Authorities discretion.

ARTICLE 8 MINIMUM STAFFING

Section 8.1:

A minimum of one (1) Career Fire Officer (Rank of Lieutenant or above) and six (6) Career Fire Fighters shall be on duty at all times, with the exception of emergent circumstances in which no career firefighter is available. The minimum-staffing plan shall coincide to the Fire Authority policy regarding minimum staffing levels.

ARTICLE 9 ACTING/WORKING OUT OF CLASSIFICATION

Section 9.1

Acting officer shall meet the requirements of the officer position in which they are filling and be on the current promotional hire list for said position. When Acting Officers are used to fill an officer vacancy or to fulfill the requirements set forth in Article 8 for 12 or more hours, they shall receive an acting premium of \$60.00.

Section 9.2

Stations staffed with career Firefighters and no officer shall have a lead firefighter role. The lead firefighter shall act as the lead / supervisor for the station that shift. Only top step firefighters who have worked 12 or more hours in a shift are eligible for the role and shall receive a premium of \$30.00.

Section 9.3

Employees shall not be alternated in higher classifications to avoid appointments to higher positions, nor will the use of acting in a vacant officer position extend beyond a six-month period. A permanent appointment shall be made for any vacancy beyond six-months except in the case of work force reduction.

ARTICLE 10 WAGES

Section 10.1:

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

Section 10.2: Step Increase

All employees not at top step of their current job class will advance up one (1) step on the first day of the month in which their individual anniversary date falls, in accordance with the wage matrix in Appendix "A".

Section 10.3:

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

Section 10.4:

Employees that are promoted to a different job classification, i.e. Lieutenant to Captain, shall be paid according to the appropriate wage scale and start at Step 1 of the new job classification, as long as the wage is at least 5% higher than his/her previous wage before promotion.

Section 10.5: Deferred Compensation

A matching deferred compensation plan shall be available for participation by the employee. Effective the first full month following ratification, the Authority shall match the employee's contribution to a maximum of 6.2% of the employee's base wage.

Section 10.6: Longevity

Employees with ten (10) consecutive full-time years of service with the Authority are eligible for a longevity incentive of 2% of the employee's annual base wage, 3% at 15 years, 4% at 20 years and 5% at 25 years. The employee shall receive longevity incentive compensation once per year in November or at separation of service.

ARTICLE 11 OVERTIME PAY

Section 11.1:

All work in excess of the normally scheduled shifts will be compensated at the rate of time and one half of the employee's normal rate.

Section 11.2:

All overtime except holidays, late calls, and emergencies must be approved in advance. The overtime rate shall be one and one half (1½) times the regular rate.

Section 11.3:

If an employee is called back for unscheduled duty, he/she shall be compensated at the rate of time and one-half. A minimum of two (2) hours will be paid for call back. Union employees are authorized to return to duty for incidents requiring additional manpower if so requested according to the Authority policies and procedures.

Section 11.4:

The union shall track each member's overtime in a calendar year and make reasonable efforts to distribute overtime opportunities for bargaining unit members on an equitable basis. All overtime opportunities shall first be offered to members of the bargaining unit before being offered to any non-bargaining unit member.

Section 11.5:

In order for an employee to be eligible to work overtime, the employee may not have called out sick on their previously scheduled shift.

ARTICLE 12 GROUP INSURANCE

Section 12.1:

Effective the first full month following ratification, the Authority will pay 100% of medical coverage for employees and eligible dependents based on the premium for the PPO 100 base plan. The Authority will pay 100% of the premium for dental w/orthodontia and vision for all fulltime employees and eligible dependents.

Section 12.2:

The Union and Authority agree that rising health care premiums may place a financial burden on the Authority in the future, potentially placing the continued employment of career staff and service delivery at risk. The Union and Authority agree that during the term of this agreement, Article 12 may be reopened for negotiations on this single issue.

Section 12.3:

An employee may elect to voluntarily move to an alternate plan offered by the Authority to provide more comprehensive coverage; however, the employee is responsible for all additional costs associated with the alternate coverage.

Section 12.4:

Bargaining unit personnel have the option to receive \$400 per month payment to his/her Medical Savings Account for Public Service Employees (MED VEBA) in lieu of the Authority's Dependent Medical Coverage. Employees who elect to opt out of family medical coverage (only with other qualifying coverage) and single employees with no dependents may receive \$400 per month applied to a VEBA account. The employee may not elect to cover one dependent and choose VEBA for another dependent. Eligible dependents are lawful husband or wife; child (unmarried dependent) up to age 26 who are primarily dependent on employee for support.

Section 12.5:

Bargaining unit personnel must provide the Authority with proof of other qualifying dependent medical coverage and opt out of dependent coverage on the Trusteed Plan Form annually in order to be eligible for the MED VEBA option.

Section 12.6:

Eligibility and continued employee and dependent participation in any group insurance or other financially based benefit plan shall be in accordance with the applicable Group Insurance Plan Document or Master Plan Agreement.

Section 12.7:

Any proposed change (under the control of the Authority and Union) in medical, dental, vision insurance or VEBA coverage shall be bargained with the Union prior to implementation.

Section 12.8: Long Term Disability

The Authority agrees to pay for Long term insurance for all LEOFF 2 employees.

ARTICLE 13 VACATIONS

Section 13.1:

For all shift Employees in the bargaining unit, the annual leave shall accrue monthly based upon the following schedule:

0-6 years	8 shifts/192 hours	(16 hr./month)
7-9 years	9 shifts/216 hours	(18 hr./month)
10-14 years	10 shifts/240 hours	(20 hr./month)
15-19 years	11 shifts/264 hours	(22 hr./month)
20+ years	12 shifts/288 hours	(24 hr./month)

One shift = 24 hours: There is no maximum accrual.

Annual Leave allowance shall be applied to full months of service.

Daytime employees shall accrue leave based upon the following schedule:

0-6 years	8 shifts/168 hours	(14 hr./month)
7-9 years	9 shifts/180 hours	(15 hr./month)
10-14 years	10 shifts/192 hours	(16 hr./month)
15-19 years	11 shifts/216 hours	(18 hr./month)
20+ years	12 shifts/240 hours	(20 hr./month)

Section 13.2:

Request for leave shall be considered and granted on a seniority basis when submitted for approval on or prior to December 31st of each preceding year. All requests for leave submitted on or after January 1st shall be considered on a first come first served basis. Vacation requests should be made at least fourteen (14) calendar days in advance; however, the Chief may approve vacation requests with less notice when necessary. Vacation schedules shall be authorized by the Fire Chief or designee as to not cause significant hardship on the Authority. Vacations authorized by the Fire Chief or designee may be covered by overtime personnel.

Section 13.3:

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

Section 13.4:

If separated from service, the Employee shall be compensated hour-for-hour to a maximum of 240 hours, at the hourly rate in effect for shift employees (does not include sick leave).

Section 13.5:

The vacation leave bank will cap at 720 hours; however, the employer strongly encourages the employee to take regular vacation periods. Any hours accrued over 720 will be lost and not eligible for compensation.

ARTICLE 14 HOLIDAYS

Section 14.1:

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

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

Section 14.2: Holiday Pay

The Authority will pay all Employees holiday pay at the rate of time and one half. Employees working overtime on a holiday will be paid at the rate of two times their normal rate.

Section 14.3: Personal Leave

The Authority will compensate bargaining unit members with 2 shifts of paid personal leave per calendar year. Personal leave must be used in the current calendar year and may not be carried over into the next calendar year. One shift must be used by June 30 or will be cashed out at straight time. The second shift must be used by the end of the calendar year or will be forfeited without compensation. Separation from service shall not require hourly compensation for any unused personal time. Personal leave may be used by the employee in any increments of 12 or 24 hours and must be authorized by the Fire Chief or Shift Officer. Personal leave may be used in the same manner as sick leave and cannot be denied. Personal leave may be covered by overtime personnel.

Section 14.4: Day Time Personnel

Day-time personnel holidays are as observed in the State of Washington.

ARTICLE 15 SICK/PARENTAL LEAVE

Section 15.1:

Employees shall accrue sick leave pursuant to Appendix B monthly beginning on their start date with a maximum of 1200 hours accrual. If separated from service for any reason other than retirement, the Employee shall not be compensated for unused sick leave.

Section 15.2:

Sick leave may be used in accordance with RCW 49.46 and RCW 49.12.265.

Section 15.3:

The Authority and the Union both recognize the possible need for employees to donate earned sick leave in the event of a chronic or long-term illness of a member of the bargaining unit. Bargaining Unit members have the right to donate their earned sick leave to a fellow employee in need, provided that he/she has at least 500 hours remaining after the donation. A member being separated from service shall not have this right.

Before such donation of sick leave can be made, the bargaining unit member(s) wishing to request sick leave donations must formally request in writing as such to the union designee. Upon approval of the union, the request will be forwarded to Administration to make request of the board for approval of the member to receive and use donations.

Section 15.4 (a): Parental Leave

Immediately following the birth, adoption or foster placement of a child, employees may use up to eight (8) 24 hour shifts or four (4) 40 hour work weeks, as it pertains to day shift staff, of sick leave to tend to their family provided that the employee has given the Authority notice thirty (30) calendar days in advance of the due date or, as soon as practicable, of an adoption or foster placement. Additional sick leave may be used by employees, subject to a doctor's note, when a spouse/domestic partner on file with the Authority experiences an extended period of physical limitations following childbirth. Members may request parental leave in accordance with FMLA. All reasonable requests shall be accommodated. Leave may include sick, vacation, personal or leave without pay.

Section 15.4 (b): Maternity and Work During Pregnancy

Full Duty - A member is not required to accept a light duty assignment pursuant to Section 7.7 of this contract, but is encouraged to do so because of the unpredictable nature of emergency response. A pregnant employee shall be permitted to work in a full duty capacity with no restrictions, in accordance with her physician's recommendations.

Paid Leave - The Employee shall be granted paid leave during the pregnancy, up until six months following the date of delivery or up to one year if medical complications arise due to the pregnancy or birth. Paid leave will be used in the following order: sick, vacation, then personal.

Leave without Pay - At any time during the pregnancy, the employee shall be granted a leave of absence without pay. This leave will be granted up to fifty-two (52) weeks after the end of her pregnancy. The employee shall continue to accumulate seniority and be entitled to medical benefits as prescribed by the Agreement during her leave.

Return to Work – In no case shall an employee return to work sooner than six (6) weeks following the birth, or termination of pregnancy, unless a shorter time is requested by the employee and approved by the attending physician. All members shall provide a written release from the attending physician stating that she is physically able to return to full duty work. The Employee shall return to her former classification/position without loss of seniority.

All of the members rights and privileges will be protected in accordance with the Family and Medical Leave Act (FMLA) and Family Leave Act (FLA).

Section 15.6:

Retiring employees shall have the option to use 25% of accrued sick leave towards their VEBA/MERP account upon separation of service. This lump sum payment to VEBA/MERP shall have no cash value option to the employee.

Section 15.7:

Members may convert sick leave to MERP as follows: In January of each year, and at no other time, Employees with at least 1200 (24 hours shift employees) or 1000 (day shift employees) hours of accrued sick leave may elect to convert any portion of sick leave hours earned in the previous 12 month period, minus those hours used during that period, directly to MERP from the employer at the rate of 25% (twenty-five percent) and shall be based on the employee's current salary. Hours donated through the shared leave program shall not count as hours used in a year for purposes of calculating the payment.

Section 15.8:

Sick Leave Accrual

Work Week	0-12 Months	1-3 Years	4-6 Years	7+ Years
48 Hour	12 Hours	16 Hours	20 Hours	24 Hours
40 Hour	8 Hours	12 Hours	16 Hours	20 Hours

ARTICLE 16 TEMPORARY EMPLOYEES

Section 16.1:

Temporary Firefighter/EMT employees may be allowed under the following four conditions:

1. Any leave of absence which will be in excess of 8 consecutive shifts by a full-time career employee
2. When the Authority and Union agree on the need for a temporary position. The Authority shall not hire temporary or casual labor employees to increase staffing without the express written consent of the Union on a case by case basis.
3. Each temporary hire shall be agreed upon by a memorandum of understanding (MOU).
4. The term of employment for any temporary position shall not exceed 10 work periods (280 days).

Section 16.2:

The temporary and seasonal hire shall be paid at a rate of no less than state minimum wage and shall not exceed 75% of Step 1 Firefighter wage as outlined in Appendix A. The Temporary and Seasonal class shall be used only for the circumstance described in this section. Temporary and Seasonal positions do not receive paid leave or benefits.

ARTICLE 17 LEAVE OF ABSENCE

Section 17.1: Bereavement Leave

In the event of a death, the Employee will be allowed up to 72 hours of paid bereavement leave for any death within their immediate family. Immediate family is defined as husband, wife, brother, sister, father, mother, children, grandmother, grandfather, or stepparents. The Fire Chief or designee may allow exceptions to this definition on a case-by-case basis.

17.1.1: For the purpose of administration of the Article, a close relative is defined to include spouse or domestic partner, child, parent, sibling, grandchild, and grandparents of the employee and spouse or domestic partner. Child shall be defined as every natural born child, stepchild, child legally adopted or made a legal ward of the employee.

17.1.2: The employee shall receive time off without charge to vacation or sick balances to a maximum of 3 (24-hour) shifts or seven (7) calendar days from the employee's notification of death of the close family member. This is to allow the employee to arrange for and attend funeral services and tend to the needs of the survivors.

17.1.3: Sick leave may be used for bereavement purposes in addition to funeral leave, up to a maximum of twenty-four (24) hours with the express approval of the Fire Chief or his designee. The Authority may allow the employee to use additional vacation if needed for such circumstances.

17.1.4: Employees notified of a death in the family while on duty shall be immediately excused from work for the balance of the shift if it is necessary that the employee be immediately off work to attend to such a situation. An employee who is working on an overtime basis will be allowed to leave work but will be paid only for hours actually worked.

Section 17.2: 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 17.3: Jury Duty

An Employee summoned for jury duty shall be granted administrative leave for such service and shall be paid by the Authority his/her regular wage. Remuneration for such duty will be remitted to the authority.

Section 17.4: 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 Authority.

Section 17.5: Family and Medical Leave

Family and Medical Leave will be granted pursuant to state and federal laws regarding the FMLA (Family and Medical Leave Act) in effect at the time that family and medical leave are requested.

Section 17.6: Maintenance of Employment Status

Seniority and service credit shall continue to accrue while the permanent employee is on approved leave of absence status. When the permanent employee returns to work, he/she shall return to their previous rank and position.

ARTICLE 18 GRIEVANCE PROCEDURES

Section 18.1:

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 employer and Employees to settle their disputes or grievances under this contract. For the purpose of this article, 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 18.2:

A grievance is defined as an alleged misapplication or violation of the Authority 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 shall only apply to union members.

Section 18.3:

In the presentation of grievances at all levels, Employees shall be safe from restraint, interference, discrimination, or reprisal.

Section 18.4:

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 18.15 and provided further that the grievance is filed in compliance with other criteria established under this article.

Section 18.5:

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 18.6:

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

Section 18.7:

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 18.8: Submission to Arbitration

Upon receipt of a written request for arbitration, the Authority and the Union shall attempt to prepare a submission to be signed by the Union and the Authority setting forth the issue in dispute. If the Authority 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 arbitral under the terms of this agreement. Such questions of arbitrariness must be ruled on by the arbitrator or arbitrators prior to hearing the issues of the case provided they are found to be arbitrable.

Section 18.9:

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 18.10:

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

Section 18.11:

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 18.12:

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. Such grievance shall be addressed to the Authority Administrative Office and/or hand delivered to the Chief Administrative Officer or by registered U.S. Mail. 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 contract, which has been misapplied. The grievance must be heard within ten (10) working days after it is received by the Fire Chief. It is the responsibility of the Fire Chief to attempt to resolve the grievance. He/she must make formal written answer to the Employee within ten (10) working days after the grievance hearing is completed. If the Employee feels the matter is not resolved, then the grievance may be filed into the second step.

Section 18.13:

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 Authority or the Employee.

Section 18.14:

STEP 3 – ARBITRATION: If the employee does not choose to pursue mediation, he/she may, within five (5) working days after receipt of the answer at step 2, file his/her grievance in writing to a board or arbitration of two members, one representing the employer and one representing the Union. If said board cannot agree within five (5) days upon mutual consent of both parties, a third member, who must be a disinterested party, shall be selected from a list of arbitrators supplied by the Federal Mediation and Conciliation Service, or the State Public Employees Relation Commission (PERC) and the decision of the board of arbitration shall be binding. It is further agreed by both parties hereto that during such arbitration there shall be no suspension of work. It is further understood and agreed that said arbitration board is not vested with power to change this agreement in any of its parts, but only to

interpret the same. All differences submitted by either party or arbitration shall be settled within fifteen (15) days following notice being served on the arbitration board.

Section 18.15:

Any issues that are raised by the Authority 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.

ARTICLE 19

NO STRIKES OR LOCKOUTS

Section 19.1:

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 19.2:

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 20
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 Authority and the Union.

ARTICLE 21
MERGERS, ACQUISITIONS, ALLIANCES, CONTRACTS, OR
CONSOLIDATIONS – SUCCESSOR AGREEMENTS

Section 21.1:

In the event the Authority elects to merge, combine, consolidate, or acquire any Fire or EMS services during the term of this Agreement, the Authority shall negotiate the effects of such action(s) with the Union pertaining to wages, hours, and working conditions. This is to include any consolidations, annexations, and relinquishment of services, acquisitions, mergers or contracts with any agency.

Section 21.2:

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

Section 21.2.1

The Authority 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 Authority agrees to make every effort to protect its employees in the event of any relinquishment of control, contract, combination, merger, annexation, or consolidation, excluding any legal or financial action unless approved by the Board of Fire Commissioners.

Section 21.2.2

The Authority 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 22 DISCIPLINE

Section 22.1:

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

Section 22.2:

Prior to the imposition of discipline or discharge (except verbal reprimand), the employee shall be provided a copy of the alleged violation(s) and all relevant documents the Employer has in their possession. In addition, the Employer shall hold a pre-disciplinary hearing no sooner than ten (10) days from the time the employee was notified of the alleged violation. At this hearing, the employee will be given an opportunity to present his/her side of the issue.

In the case of a verbal reprimand, the pre-disciplinary hearing (as described above) shall be held before any record is placed in the employee's file.

Section 22.3:

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 22.4:

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

Conviction of a felony offense may result in discharge of the Employee.

Section 22.5:

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

Section 22.6:

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

ARTICLE 23
UNION BUSINESS AND BULLETIN BOARD

Section 23.1:

Employees shall be allowed to trade shifts as outlined in section 7.6 of this agreement for the purpose of conducting union business.

Section 23.2:

Union employees shall not transact Union business while working on shift which in any way interferes with the operations or normal routine of the Authority unless authorized by the Fire Chief or designee.

Section 23.3:

The Union may be authorized to hold its regular monthly meetings at Fire Authority facilities. 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 23.4:

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 24
DEFINITION OF SENIORITY

Section 24.1:

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

Section 24.2

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 25 PERSONNEL REDUCTION

Section 25.1:

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 25.2:

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 ninety (90) calendar days before such action is to occur, of the date, purpose and nature of the action that is to be taken with regard to him/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 ninety (90) calendar day notification period.

Section 25.3:

All reduction in force shall be established by seniority in the Authority within the ninety (90) 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 25.4:

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

Section 25.5:

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

Section 25.5.1:

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

Section 25.5.2:

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.

Section 25.5.3:

An employee who is laid off shall be paid for all accrued vacation leave time, based on the employee's straight-time rate of pay as of the date of separation. Sick Leave may not be cashed out.

Section 25.5.4:

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 25.6:

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 25.7:

The Authority 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 lay off status.

Section 25.7.1:

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 Authority 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 filled in any form with the Authority.

Section 25.7.2:

Any employee who fails to return to work upon official notice by the Authority shall be removed from the re-hire list.

Section 25.7.3:

Any employee who upon recall fails to meet the minimum qualifications for the position shall be removed from the re-hire list and not re-employed by the employer.

ARTICLE 26 UNIFORMS AND CLOTHING

Section 26.1:

The Authority shall furnish and there after maintain at no cost to the employee all respiratory apparatus, gloves, helmets, protective clothing and other protective equipment necessary to preserve and protect the safety and health of Firefighters and EMS workers. At time of purchase, all protective clothing and equipment will meet or exceed the minimum acceptable State and Federal standards.

Section 26.2:

Each member will be supplied with uniforms/clothing as authorized by the Standards Committee.

Section 26.3:

In addition, the Employer may provide those employees who have successfully completed their probationary period a complete "Class A" formal uniform.

Section 26.4:

Quartermaster system – In lieu of an annual clothing allowance, the Authority 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 Authority will provide a new comparable uniform/clothing item. 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.

The Authority will provide duty boots as needed with an allowance of up to \$350 every 3 years and \$75 for station shoes every 3 years

Section 26.5:

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

Section 26.6:

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

Section 26.7:

Union members shall wear Authority approved uniform items only while on duty.

Section 26.8:

The Authority agrees to provide all uniform or equipment required to maintain membership or certification in technical assignments such as SORT/Technical Rescue Group, SCBA Technician, Fire Investigation and other assignments made by the Authority.

ARTICLE 27

EDUCATIONAL OPPORTUNITIES AND TRAINING

Section 27.1:

The Authority recognizes the need to provide all regular, full-time employees with adequate continuing education and training opportunities annually. The Authority recognizes the need to provide employees with training and education that provides for personal and professional growth. In addition, the Authority recognizes the need to provide employees with specialized training due to the unique role of employees supervising, directing, and instructing firefighters. All paid continuing education or training requests must be approved in advance by the Fire Chief or designee. The Union agrees that all continuing education and training requests will be reasonable and justifiable.

Section 27.2:

In consideration of section 27.1, the Authority agrees to provide each employee with the option to attend continuing education or training in the areas of fire suppression, fire tactics, emergency medical services, supervision, or specialized training related to response activities within the Authority, as the budget allows and agency approval. For purposes of this section, approved training is defined as time spent in training during scheduled shift hours. The Authority will pay for actual approved training hours only. Actual training hours are defined as hours the Employee is actively involved in training activities. The Authority and the Union agree that Employees shall be guaranteed pay for their normal work hours if the approved training prevents them from returning to shift. The Authority agrees to cover all direct expenses related to approved outside continuing education and training.

Section 27.3:

The Authority agrees to pay the employee overtime plus applicable registration, travel, housing and shift coverage for mandatory/required training, when such training is not provided by the employer or obtainable by the employee while on duty.

Section 27.4:

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. The course of instruction must be pre-approved by the Fire Chief or designee and the Authority reserves the right to require the employee to submit for approval prior to beginning course work to allow reimbursement through the annual operating budget. Unused funds shall not be transferred from year to year.

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 one class per quarter/semester. An additional class per quarter/semester may be authorized provided the annual budget allows.

Section 27.5:

The Authority agrees to maintain currently assigned technical assignments to include SORT/Technical Rescue, SCBA Technician, and Fire Investigator. The Authority agrees to pay the employee overtime, and training costs for additional training hours outside of the employees work schedule if required to maintain certification and membership of said assignments. The Authority may classify Employee in an Approved Training status if time is spent in training during scheduled shift hours. The Authority will pay for actual approved training hours only.

ARTICLE 28
MEDICAL EXPENSE REIMBURSEMENT PLAN (MERP)

Section 28.1:

West Thurston Regional Fire Authority shall make a monthly contribution to the WSCFF (Washington State Council of Fire Fighters) Employee Benefit Trust, in an amount equal to \$75 per employee covered by this agreement. This Trust shall remain separate and apart from any retiree health insurance funding program unless changed by mutual agreement of the parties to the agreement.

Section 28.2:

The Authority shall be obligated to payment of contributions in the amount provided above by the end of every month for that month's contributions. The Authority will cooperate with the Trust in allowing a payroll audit to ascertain if the proper amounts of contributions have been made, and will pay interest at a rate of 8% for late contributions.

ARTICLE 29
EMPLOYER POLICY AND PROCEDURE MANUAL

Section 29.1:

The Authority maintains an electronic operating and administrative Policies and Procedures Manual, which contain information, policies, and procedures important for employees. The Authority amends the manual from time to time. 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 29.1.1:

The Authority may adopt policies and procedures for the operation of the District and the conduct of its employees during working hours, provided such policies and procedures do not conflict with any provisions of this agreement. Policies and procedures shall be presented to the Union at a monthly Labor and Management meeting no less than 60 days prior to implementation unless policy is subject to federal, state or local policy changes. Approved policies and procedures shall be made available to each employee electronically or in writing 7 days prior to implementation.

Section 29.2:

Each employee shall have access to the Authority Policies and Procedures and their job description upon initial employment and/or promotion.

ARTICLE 30 WELLNESS AND PHYSICAL FITNESS

Section 30.1:

The Union and Authority recognize that drug and alcohol abuse is a threat to public welfare and the safety of Authority personnel. The union and the Authority agree to comply with policy and procedure for dealing with substance abuse issues including drug testing, as defined in Appendix C.

Section 30.2:

The Authority shall participate in and provide the employees of the Authority and their immediate family members with a confidential Employee Assistance Program (EAP).

Section 30.3:

The Union and the District agree to promote wellness among the members of West Thurston Regional Fire Authority.

30.3.1:

All members of the Fire Fighter's Bargaining Unit are encouraged to spend one hour in physical fitness training while on shift.

30.3.2:

The District offers each employee an incentive premium in the amount of \$200 upon the completion of an annual physical. This will be paid to the employee when the District receives confirmation from the employee's physician that the physical has been completed.

ARTICLE 31
MISCELLANEOUS

Section 31.1:

Refreshments-The Authority agrees to provide coffee, coffee creamer and bottled water to all members while on duty.

Section 31.2:

Awards Banquet- Upon interest from union members, the Authority agrees to provide an annual awards banquet and dinner for all union members and a guest.

ARTICLE 32 DESCRIPTION OF WORK

Section 32.1:

The Authority and the Union recognize that certain assignments and duties fall outside of the traditional job descriptions for responding Bargaining Unit Members. The parties both agree it would be mutually beneficial for the following labor assignments to fall under the CBA.

They also understand some of the responsibilities are currently assigned and the intent of this article is not to negatively disrupt or impact the currently defined roles. Rather, proceeding in good faith, work toward a common goal of assigning these responsibilities within the scope of the Bargaining Unit and within the labor contract.

This work includes:

1. Wildland Coordinator
2. SORT Coordinator
3. Training Officer
4. Health/Safety Officer
5. SCBA Maintenance
6. Inventory Officer
7. Vehicle/Building Maintenance Coordinator
8. EMS Officer
9. Fire Investigation

ARTICLE 33 MOBILIZATION

Section 33.1:

The Authority authorizes those members returning from mobilization (MOB) on their regularly scheduled shift day, AND from a mob lasting in excess of five (5) Calendar days, paid leave for the remainder of their shift. Mobs lasting less than the allotted five days will require use of vacation or personal leave at the employees' expense.

Section 33.2:

If an employee is mobilized and not available to work a previously scheduled trade, the shift can be filled as a standard mobilization backfill. The mobilized employee is deemed to have worked the trade, and the hours worked are credited towards the trade bank.

**ARTICLE 34
TERM OF AGREEMENT**

Section 34.1:


The term of this agreement is January 1, 2023 through December 31, 2025.
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 34.2:


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

Dated this 17th day of May, 2022, Olympia, WA

For West Thurston Regional Fire Authority:



Ben Elkins
WTRFA Governing Board Member

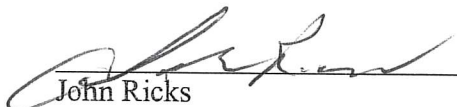


Jeff Jernigan
WTRFA Governing Board Member
Authority Representative during Negotiations

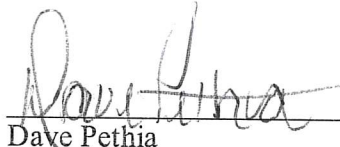


Tom Culleton
WTRFA Governing Board Member

Calvin Dahl
WTRFA Governing Board Member

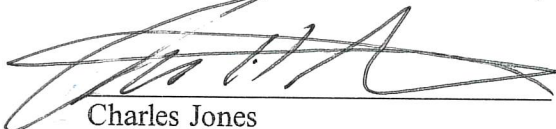


John Ricks
WTRFA Governing Board Member

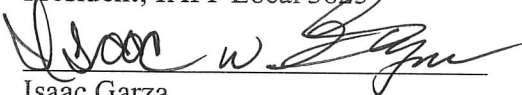


Dave Pethia
WTRFA Governing Board Member

For the International Association of Fire Fighters, Local 3825:



Charles Jones
President, IAFF Local 3825



Isaac Garza
WTRFA Bargaining Unit Rep

“Appendix A”: Wages

Starting January 1st of 2023, a 5% increase will be added to the current wage matrix. Also, starting January 1st of 2023 a Cost-of-Living Adjustment (COLA) will be added based on the June to June Seattle-Tacoma-Bellevue CPI with a minimum of 2.5% and a maximum of 5%. COLA increases for each additional contract year will be based on June to June CPI of the prior year.

Rank	Months	Percent	2023 Wage (plus COLA)
Battalion Chief Top Step	0+	130%	\$9,297.00
Captain Top Step	12+	120%	\$8,581.00
Captain Step 1	0-12	117%	\$8,366.00
Lieutenant Top Step	12+	110%	\$7,866.00
Lieutenant Step 1	0-12	107%	\$7,650.00
Firefighter Top Step	24+	100%	\$7,151.00
Firefighter Step 2	12-24	95%	\$6,792.00
Firefighter Step 1	0-12	90%	\$6,435.00

Appendix B

Substance Abuse/Drug and Alcohol Testing

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

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

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

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

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

In accordance with the Drug-Free Workplace Act of 1988, and the amendments thereto, an employee who is convicted of a violation of a criminal drug statute for a violation occurring in the workplace shall notify the Fire Chief no later than five (5) days after such conviction. For purposes of this Appendix B, a "criminal drug statute"

means a criminal law relating to the manufacture, distribution, dispensation use or possession of any controlled substance.

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

- B.2 **INFORMING EMPLOYEES ABOUT DRUG AND ALCOHOL TESTING:** All employees shall be fully informed of the Employer's drug and alcohol testing policy, as well as how the tests are conducted, what the test can determine and the consequence of testing positive for drug or alcohol use. All newly hired employees will be provided with this information on their initial date of hire. No employee shall be tested before this information is provided to him.

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

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

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

- B.3 **EMPLOYEE TESTING:**

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

Unless otherwise required by law or authority, employees shall not be subjected to random medical testing involving urine or blood analysis or other similar or related test for the purpose of discovering possible drug or alcohol abuse, except under the terms of a last chance agreement (if the Employer, in its discretion, agrees to enter such agreement). In the event of such a last chance agreement, the employee will be afforded the opportunity to have his/her union representation review the agreement prior to execution. If, however, the Employer has "reasonable suspicion" to believe an employee's work performance is impaired due to drug or alcohol abuse, the Employer

will require the employee to undergo a medical test consistent with the conditions as set forth in this Appendix B.

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

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

- B.4 SAMPLE COLLECTION: The collection and testing of samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall be one that is certified by the National Institute of Drug Abuse (NIDA). The laboratory chosen must be agreed to between the Union and the Employer. The results of employee test shall be made available to the Medical Review Physician.

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

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

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

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

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

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

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

B.5 DRUG TESTING: (Non-Marijuana)

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

INITIAL TESTING

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

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

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

CONFIRMATORY TESTING

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

** *Benzoylcegonine*

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

B.6 ALCOHOL TESTING: A breathalyzer or similar equipment shall be used to screen for alcohol use and, if positive, shall be confirmed by a blood alcohol test performed by a qualified laboratory. This screening test shall be performed by an individual properly qualified to perform the test utilizing appropriate equipment. An initial positive alcohol level shall be 0.04 grams per 210 L of breath. That is, if both breaths register at 0.04 or above, that constitutes a positive test. If only one breath is at 0.04 or above and the other breath is below 0.04, the test is negative. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file unless otherwise prohibited by applicable law or authority. If initial testing results are positive, the test shall be confirmed using a blood test. Sample handling procedures, as described above, shall apply. A positive blood alcohol level shall be 0.04 grams per 100 ml of blood. If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee's file unless otherwise prohibited by applicable law or authority.

B.7 MARIJUANA TESTING

In the State of Washington, marijuana use may be legal in some circumstances, both as a prescription medication and as a drug used for recreational purposes. Nevertheless, marijuana usage and possession is illegal under federal law. It is a

violation of this Appendix B and the Employer's policies for employees to be under the influence of marijuana (or otherwise impaired by marijuana) or in possession of marijuana while on duty or otherwise representing the Employer.

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

- B.8 **MEDICAL REVIEW PHYSICIAN:** The Medical Review Physician shall be chosen and agreed upon between the Union and the Employer and must be a licensed physician with knowledge of substance abuse disorders. The Medical Review Physician shall be familiar with the characteristics of tests (sensitivity, specificity, and predictive value), the laboratories running the test and the medical conditions and work exposures of the employees.

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

- B.9 **LABORATORY RESULTS:** The laboratory will advise only the employee and the Medical Review Physician of any positive results. The results of a positive drug or alcohol test can only be released to the Employer by the Medical Review Physician once he/she has completed his/her review and analysis of the laboratory's test.

Unless otherwise required by applicable law, the Employer will be required to keep the results confidential and the results shall not be released to the general public (provided, however, the Employer may use the results in a disciplinary, administrative, and/or other legal process relating to the employee). The laboratory and/or the Medical Review Physician are also authorized to release the employee's test results to the Employer and the Union in the event of a grievance and/or other legal challenge.

If the results of the testing process set forth in this Appendix B are positive, the employee may be subject to the disciplinary action for just cause, up to and including termination.

- B.10 TESTING PROGRAM COSTS: The Employer shall pay for all costs involving drug and alcohol testing as well as the expenses involved of the Medical Review Physician. The Employer shall also reimburse each employee for their time and expenses, including travel incurred in the testing procedure only.
- B.11 REHABILITATION PROGRAM: Any employee who tests positive for a substance listed in this Appendix B may be medically evaluated, counseled and treated for rehabilitation as recommended by the Substance Abuse Professional (SAP). In that event, the Medical Review Physician is authorized to communicate the specific results and information from the testing process to the SAP overseeing the employee's treatment program. Employees who complete a rehabilitation program may be re-tested randomly once every quarter for twenty-four (24) months following completion of the rehabilitation program. If an employee test positive during this 24-month period, he/she shall be subject to disciplinary action for just cause by the Employer, up to and including termination.

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

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

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

- B.12 DUTY ASSIGNMENT AFTER TREATMENT: Once an employee successfully completes rehabilitation, he/she shall be returned to his/her regular duty assignment. Once treatment and any follow-up care is completed, and three (3) years have passed since the employee entered the program (without any further incident related to drug or alcohol abuse), the employee's personnel file shall be purged of any reference to his/her drug or alcohol problem unless otherwise prohibited by applicable law or authority.

- B.13 **RIGHT TO APPEAL:** The employee has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that he/she may grieve any other Employer action under the Collective Bargaining Agreement between the Employer and the Union.
- B.14 **UNION HELD HARMLESS:** This drug and alcohol testing program was initiated at the request of the Employer. Unless otherwise specific herein, the Employer assumes the sole responsibility for the administration of this Appendix B and shall be solely liable for any legal obligations and costs arising out of its application. The Union shall be held harmless for the violation of any worker rights from the administration of Appendix B, which are the fault of the employer.
- B.15 **CHANGES IN THE TESTING PROCEDURES:** The parties recognize that during the life of this Appendix B, there may be improvements in the technology of testing procedure which provide more accurate testing. In that event, the parties will bargain in good faith whether to amend this Appendix B to include such improvements. If the parties are unable to agree on the amendments, they will be submitted to the impasse procedures outlined in Ch. 41.56 RCW.
- B.16 **CONFLICT WITH OTHER LAWS:** This Appendix B is in no way intended to supersede or waive any constitutional and other rights that the employee may be entitled to under Federal, State, or local statutes.
- B.17 **CONSENT AND RELEASE FORM:** As described above in this Appendix B, every employee subject to drug and/or alcohol testing shall sign a consent substantially in the form set forth below:

I acknowledge I have received a copy of, and understand, West Thurston Regional Fire Authority District 1's (District) drug and alcohol testing policy and procedures.

I understand:

1. That if I voluntarily come forward and request to enter a substance abuse rehabilitation program, prior to the occurrence of any work performance or misconduct issues, I will not be disciplined by the District for making this request.
2. How drug/alcohol tests are conducted under District policy and I have received answers to any questions I may have
3. That the results of the foregoing tests may be released to Medical Review Physician (MRP), who shall release his/her conclusions to the District after review and interpretation. If I test positive, I agree to make any requested records and myself available to the MRP within 96 hours of such request. In that event, I also agree to provide any other records I believe are relevant

to the MRP within the same 96-hour time period. The information provided to the District from the MRP shall be limited to whether the tests were confirmed positive or negative and, if positive, type and amount of drugs and/or alcohol for which I tested positive. No other test results will be released, except as provided herein (unless otherwise required by applicable law) without my written consent.

4. That if I tamper with, alter, substitute, or otherwise obstruct or fail to cooperate with the testing process, I will be subject to disciplinary action, up to and including termination from employment.
5. That a confirmed positive test will result in actions taken by the District which are consistent with the District's policies and practices for substance abuse testing. This may include disciplinary action, up to and including termination of employment.
6. That a confirmed positive test result may result in the requirement that I successfully complete a substance abuse rehabilitation program to retain my employment with the District. In this event, no disciplinary action will be taken against me unless I refuse to take a drug/alcohol test, refuse the opportunity for rehabilitation, fail to complete the rehabilitation program successfully, or test positive again for drugs/alcohol within twenty-four (24) months of completing an appropriate rehabilitation program. If required to participate in a treatment or rehabilitation program, I authorize the laboratory and MRP to release any information relating to the test and/or test results to a substance abuse professional or treatment counselor. *My signature below represents my consent for release of this information.*

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

Printed Name of Employee

Signature of Employee

Date of Employee's Signature

Printed Name, Signature, and Title of Witness

Date