

**LABOR AGREEMENT**  
**BY AND BETWEEN**  
**THURSTON COUNTY FIRE PROTECTION DISTRICT 8**  
**AND**  
**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (IAFF),**  
**LOCAL No. 2903**

January 1, ~~2026~~ 2023

to

December 31, ~~2028~~ 2025

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**LABOR AGREEMENT**

**BY AND BETWEEN**

**THURSTON COUNTY FIRE PROTECTION DISTRICT 8**

**AND**

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (IAFF), LOCAL No. 2903**

**PREAMBLE**

This Agreement is entered into by Thurston County Fire Protection District 8 (hereinafter also referred to as the “District”) and the International Association of Fire Fighters (“IAFF”), Local No. 2903 (hereinafter also referred to as the “Union”), representing all full-time, uniformed, and fully commissioned fire fighters (as defined by RCW 41.56.030(13)(e)) holding the rank of Battalion Chief, Lieutenant, or Firefighter employed by the District, excluding volunteer fire officers, volunteer fire fighters, confidential employees, the Fire Chief, Assistant Chief, and all other employees. The purpose of the District and the Union entering into this Agreement is to set forth the entire agreement between the foregoing parties in regard to the wages, hours, and working conditions in order to promote the efficient and uninterrupted performance of the District’s functions and to protect the public safety. This Agreement is also intended to recognize the rights and responsibilities of the District, the Union, and the employees.

**ARTICLE 1: RECOGNITION AND BARGAINING UNIT**

The District recognizes the Union as the sole and exclusive bargaining representative for all full-time uniformed firefighting personnel (as that term is defined by RCW 41.56.030(13)(e)) employed by the District holding the rank of Battalion Chief, Lieutenant, or Firefighter and excluding volunteer fire officers, volunteer fire fighters, confidential employees and all other District employees. The use of the term “employee” or “employees” in this Agreement is intended to refer only to the foregoing employees in the bargaining unit subject to this Agreement.

**ARTICLE 2: UNION MEMBERSHIP, UNION BUSINESS, AND DUES DEDUCTION**

**Section 2.1 Eligibility**

The District recognizes that employees within the bargaining unit may, at their discretion, become members of the Union. Intent to join the Union must be furnished, in writing, to the District prior to formal membership in the Union for the purposes of consistent and uniform dues deduction.

## **Section 2.2 Union Membership**

The Union accepts its responsibility to fairly represent all employees in the bargaining unit regardless of membership status in the Union. Neither party shall discriminate against any employee because of their membership or non-membership in the Union.

## **Section 2.3 Dues Deduction**

The following procedures shall be followed in regard to the deduction of dues for members of the Union in order to comply with the United States Supreme Court's June 28, 2018 decision in *Janus v. AFSCME*:

2.3.1 Each employee who, on the effective date of this Agreement, is a member of the Union, and each employee who voluntarily chooses to become a member after that date, shall execute appropriate documentation provided by the Union to the employee which confirms his/her voluntary choice to become a member of the Union. Employees who choose to become a member of the Union shall sign a written Union dues check off form evidencing their clear consent for the District to deduct Union dues/fees from their respective paycheck. The Union shall provide the dues check off form to the employees and the form shall, at a minimum, state that:

- (i) The employee freely and voluntarily authorizes the District to deduct union dues, in an amount set by the Secretary of the Union, from the employee's wages on a monthly basis;
- (ii) The employee understands the District will transmit the amount deducted from his/her monthly wages to the Treasurer of the Union;
- (iii) The employee understands that he/she may withdraw his/her approval for the deduction of Union dues at any time by providing written notice to the Union and to the District; and
- (iv) The employee understands that he/she does not have to become a member of the Union or authorize the deduction of Union dues from his/her paycheck in order to work at the District. The employee further understands that by signing the Union dues check off form, he/she is waiving that right.

2.3.2 Upon receipt of the dues check off form discussed in Section 2.3.1 above, the District shall deduct the monthly dues and PAC contributions uniformly levied by the Union for each respective employee who signs the form.

2.3.3 Each month, the District shall remit to the Union all dues and PAC contributions deducted pursuant to this Section 2.3.

2.3.4 The Union agrees to indemnify, defend, and hold the District harmless from and against any and all claims, suits, orders, judgments, and other liabilities brought or

issued against the District (including reimbursement for any attorneys' fees or other expenses) by any person or entity as a result of any action taken by the District pursuant to the terms of this Section 2.3.

2.3.5 The District shall not make any other deductions on behalf of the Union, except those described above in this Section 2.3.

#### **Section 2.4 Non-Discrimination**

2.4.1 The Union and the District acknowledge that they are mutually obligated to provide equal employment opportunity, consideration and treatment to all employees of the District and bargaining unit members and to refrain from unlawful discrimination against any employee based upon his/her membership in any legally protected class under applicable law. The Union shall share equally with the District the responsibility for applying the provisions of this Agreement.

2.4.2 All references to "employees" in this Agreement designate both genders.

#### **Section 2.5 Union Meetings**

The District agrees to allow reasonable use of its fire stations for the Union's regularly scheduled monthly meetings during non-duty hours provided such meetings do not disrupt the District's normal operations. No other formal Union business shall be conducted upon the District's premises without the prior permission of the Fire Chief or his/her designee.

The District shall provide space for a bulletin board for the use by the Union for business purposes in its two stations that normally staff career employees. Provided, however, nothing may be posted upon the bulletin board unless: (i) it is previously approved by the Union President or Vice President; and (ii) the posting does not violate any of the District's rules/policies.

### **ARTICLE 3: MANAGEMENT RIGHTS**

#### **Section 3.1 General Management Rights**

The Union recognizes that areas of responsibilities must be reserved to the District's management if the District is to function effectively and perform its mission. To this end, the Union recognizes that, except as specifically limited by this Agreement, all rights to manage, direct and supervise the operation of the District and the employees are vested solely in the District.

#### **Section 3.2 Specific Management Rights**

Subject to the provisions of this Agreement, the Union recognizes that the District's management rights include the right to:

- A. Determine and administer the District's budget, methods of operation, facilities and equipment.
- B. Hire, promote, transfer, assign, retain and lay off employees.
- C. For just cause, suspend, demote, discharge, and otherwise discipline employees.
- D. Determine: (i) the methods, means, equipment, technology, and personnel by which the District's operations are to be conducted and the hours of operation; and (ii) shift starting and ending times.
- E. Determine performance/productivity standards.
- F. Direct employees and determine their duties.
- G. Take emergency action as necessary to perform the proper functions of the District.
- H. Determine management and organizational structure of the District.
- I. Maintain the efficiency of the operation entrusted to the District.
- J. Determine and administer policy.

The above listing of specific management rights is not intended to, and shall not be construed as, restrictive of, or as a waiver of, any management rights of the District not listed herein.

### **Section 3.3 Volunteers and Temporary Employees**

The parties recognize that the District is primarily a volunteer Fire Department, supported by a small cadre of career personnel and temporary firefighters. Nothing in this Agreement shall interfere with the District's right to continue its operational practice of utilizing volunteer and temporary firefighters to carry out its mission.

### **ARTICLE 4: PERFORMANCE OF DUTY**

Nothing in this Agreement shall be construed to give an employee the right to strike and no employee shall strike or refuse to perform his/her assigned duties to the best of their ability. The District and the Union understand and agree that the public interest requires the efficient and uninterrupted performance of all District services and, to this end, pledge their best efforts to avoid or eliminate any conduct contrary to the foregoing objective. During the life of this Agreement, the Union shall not cause or condone any work stoppage, strike, slowdown, sickout, or the like and, should the same occur, the Union agrees to take all reasonable steps to end such conduct. Employees found to have engaged in such conduct may be subject to disciplinary action, up to and including termination of employment.

**ARTICLE 5: SENIORITY, REDUCTION IN FORCE, AND RIGHT OF REVERSION**

**Section 5.1 Seniority**

Seniority shall be defined as the employee's length of continuous employment with the District as a regular full-time, fully compensated uniformed firefighter, beginning with the employee's "initial date of employment" in that capacity, less any adjustments for layoff, approved leaves of absence without pay (unless otherwise agreed by the District), or any other breaks in service. The employee's "initial date of employment" shall be the actual date the employee begins his/her employment with the District as a full-time, fully compensated uniformed firefighter. Provided, however, that an employee who has not completed one (1) full year of continuous full-time employment as a regular fully compensated uniformed firefighter with the District shall not be considered to have seniority and shall not be considered to be a regular full-time employee for seniority purposes. ~~In the event there is a seniority tie between two employees, then the employee's respective ranking upon hire by the Fire Chief or his/her designee shall break the tie for seniority purposes.~~

5.1.1 The parties recognize that the bargaining unit includes three (3) employees from former Thurston County Fire Protection District No. 7 ("District No. 7") which merged into the District, effective January 1, 2015. These employees' "initial date of employment" shall be deemed to be the date that each of these respective employees began their employment with District No. 7.

5.1.2 In the event there is a tie in determining the seniority level of two or more new entry level employees being hired at the same time, the following shall apply: (a) preference given if a lateral hire (Section 10.3); then (b) the individual with the higher score from the initial oral interview shall determine the ranking; then (c) if a further tie continues, the Fire Chief (or designee) shall break the tie for seniority purposes based on where the individuals placed on the hiring list after the final interview. This provision shall not be retroactive to the date of adoption of this sub-section.

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**Section 5.2 Reduction in Force**

The District retains the right to decide if a reduction in force ("RIF") is required and the corresponding reduction in personnel necessitated by the RIF. Should it become necessary to reduce the number of employees in the bargaining unit covered by this Agreement, the following basic provisions shall apply:

5.2.1 In the case of a RIF, the employee with the least seniority with the District shall be laid off first.

5.2.2 If the District determines that a reduction of ranking positions is necessary, the "last-in first-out" rule will be applied for the reduction. The member reduced in rank shall be moved to the next lower rank. For example, if the District deems it is necessary to reduce the number of Battalion Chiefs, the Battalion Chief who attained his/her rank

last would be reduced to the next lower rank (i.e., Lieutenant) and would be paid at the applicable step on the Lieutenant pay scale. If the foregoing created a situation wherein there were now more Lieutenants than the District deemed necessary, the Lieutenant who had attained his/her rank last would, in turn, be reduced to the next lower rank (i.e., Dayshift Firefighter).

5.2.2.1 An employee reduced from a higher rank to a lower rank under this Section 5.2 shall be placed at the top of a promotion list for the rank from which they were reduced for a period of two (2) years from the date of his/her reduction in rank and shall be offered a promoted position should one come available within the said two (2) year time period.

5.2.3 The District shall maintain a RIF reinstatement list. The District shall place a laid off employee upon the RIF reinstatement list unless he/she informs the District that he/she does not wish to be placed upon said list. The RIF reinstatement list shall be effective for up to two (2) years from the date of the respective employee's layoff and shall take priority over other hiring within the bargaining unit covered by this Agreement during the foregoing timeframe.

5.2.4 To be eligible for reinstatement, those individuals on the RIF reinstatement list must maintain required certifications and ensure that the District has their current contact information. Individuals on the RIF reinstatement list shall be recalled from said list in order of seniority and shall remain on the list for the period of time set forth in Section 5.2.3 above or until they have been contacted for re-employment, whichever occurs sooner. Employees recalled must pass the medical physical fit-for-duty exam and any other test identified by the District's medical authority.

5.2.5 In the event a non-probationary employee covered by this Agreement leaves the District's employment due to a RIF and, within the next two (2) years, the District rehires said employee pursuant to the terms of this Article 5, said employee shall be placed at the step in the Salary scale which he/she occupied at the time of the original RIF.

### **Section 5.3 Right of Reversion**

An employee who promotes out of a Bargaining Unit position into an exempt District position may, within a one (1) year period of the promotion date, revert back to a Bargaining Unit position based upon 1) their seniority as defined in Section 5.1 and 2) availability of the Bargaining Unit position last held if a) vacant or b) held by an employee with less seniority. The District has no responsibility to create a new position to accommodate a right of reversion. In the case of said position held by an employee with lesser seniority, the process of "bumping" described in Section 5.2.2 would be invoked.

**ARTICLE 6: PROBATIONERS**

6.1 All newly hired employees shall serve a probationary period of twelve (12) months from the date of hire. This probationary period may be extended an additional six (6) months upon the written mutual agreement of the District and the Union. If the employee successfully completes his/her respective probationary period, his/her seniority shall be figured back to his/her original date of hire. During the probationary period, the District may terminate the probationary employee's employment in its discretion. Neither the Union nor the employee may file a grievance in connection with said termination for any reason unless otherwise specifically required by applicable law.

6.2 Employees who are promoted shall serve a training period of twelve (12) months from the date of his/her promotion. This training period may be extended an additional six (6) months upon the written mutual agreement of the District and the Union. During the training period, the District may reduce the employee back to his/her previous rank provided that the District articulates the reason(s) for said reduction in writing upon the employee's request. Provided the District complies with the terms of the foregoing sentence, neither the Union nor the employee may file a grievance in connection with said reduction in rank unless the District's reason(s) for said reduction violate applicable law.

**ARTICLE 7: UNIFORMS**

The District shall provide the employees' uniforms as per District Policy 3-05 "Standards for Uniform & Personal Protective Equipment" and said Policy may be amended from time to time by the District pursuant to Article 13 of this Agreement.

In addition, upon successful completion of an employee's probationary period, the District shall furnish that employee with a Class A uniform paid for by the District. The employee shall be responsible for the maintenance of the uniform. The District shall pay for costs related to change of rank and insignia changes.

**ARTICLE 8: HEALTH AND SANITATION**

The Fire Chief shall issue, and may from time to time revise, written guidelines specifying reasonable safety practices which shall be followed by District personnel in the fulfillment of their assigned responsibilities.

**ARTICLE 9: HEALTH AND WELFARE BENEFITS**

**Section 9.1 Medical Coverage**

9.1.1 The District agrees to provide the Washington Fire Commissioners Association's ("WFCA") PPO-100 medical insurance plan (or a substantially

equivalent plan) to Employees and their dependents. The District shall pay 100% of the premium for the Employee's coverage during the life of this Agreement and 90% of the premium for the coverage of the Employee's eligible dependents under the applicable plan. The Employee shall pay the contribution toward the medical premium for his/her dependents through a payroll deduction. For each year of this Agreement, the District shall contribute the same amount towards the premiums for this plan that it contributed in 2026 2023. During the term of this Agreement, the District and the employees shall equally split any annual increase over 2.5% for dependent coverage or decrease over 2.5% for dependent coverage in the cost of said premiums over and above the amount the District contributed in 2026 2023. In the event of a decrease, the parties shall meet and confer in good faith to determine a mutually agreeable vehicle by which said decrease shall be shared.

9.1.2 Subject to the requirements set forth below in this Section 9.1.2, the District shall contribute fifty percent (50%) of the difference between the cost of the monthly premium for "employee only" medical coverage and "employee plus dependents" coverage into the employee's HRA established pursuant to Section 9.2.B below for employees who opt out of receiving the dependent medical coverage offered by the District.

9.1.2.1 To be eligible to receive the HRA contribution in lieu of dependent medical coverage set forth in Section 9.1.2 above, the Employee must: (a) opt out of dependent coverage during the District's annual enrollment period for the entire next year stating which dependents will be opting out of District provided insurance; and (b) provide the District with written proof of alternative qualifying medical insurance coverage for all dependents who will not be covered by which replaces the District medical coverage for said dependents. Dependents do not have to initially be covered in order to "opt out" under this Section 9.1.2 – provided the employee makes the election to opt out the subject dependents within 30 days of their date of hire.

9.1.2.2 For eligible employees, the District shall make the HRA contribution set forth in Section 9.1.2 above on a monthly basis.

9.1.2.3 To the extent permitted by applicable law, and the rules/policies of the applicable insurance carriers, employees experiencing a "qualifying life event" (as defined by applicable law and the rules/policies of the applicable insurance carriers) shall be permitted to make changes to their dependent health insurance outside of the annual enrollment period. If an eligible qualifying life event (as defined above) triggers a change with the employee's dependent health insurance elections, the District will provide a pro-rated contribution for the actual whole months that an employee opted out of dependent(s)' health insurance. If a dependent becomes covered by the District's medical insurance, the District shall immediately cease making opt out contributions to the employee's HRA in regard to the now covered dependent(s).

**Section 9.2.A Dental Coverage**

The District agrees to provide the WFCAs PPO Incentive dental insurance plan, with orthodontia, (or a substantially equivalent plan) to the Employees and their dependents. The District shall pay 100% of the premium for the Employee’s coverage during the life of this Agreement and 90% of the premium for the coverage of the Employee’s eligible dependents under the applicable plan. The Employee shall pay the contribution toward the dental premium for his/her dependents through a payroll deduction. For each year of this Agreement, the District shall contribute the same amount towards the premiums for this plan that it contributed in 2026 2023. During the term of this Agreement, the District and the employees shall equally split any annual increase over 2.5% for dependent coverage or decrease over 2.5% for dependent coverage in the cost of said premiums over and above the amount the District contributed in 2026 2023. In the event of a decrease, the parties shall meet and confer in good faith to determine a mutually agreeable vehicle by which said decrease shall be shared.

**Section 9.2.B Health Reimbursement Account (“HRA”)**

9.2.B.1 The District shall make semiannual contributions to an HRA account for each employee receiving health insurance through the District. The District shall contribute 50% of the applicable amount in January of each year and 50% in July of each year. For employees who begin their employment after January 1<sup>st</sup>, the District shall contribute a pro-rated amount pursuant to the foregoing schedule in the next pay period after the employee establishes his/her HRA account.

The District’s total annual HRA contribution for eligible employees shall be as follows:

- Employee only: ~~\$1,200~~ \$1,250
- Employee + 1 dependent: ~~\$1,500~~ \$1,650
- Employee + 2 dependents: ~~\$1,750~~ \$2,000
- Employee + 3 dependents: ~~\$2,000~~ \$2,350

9.2.B.2 Each employee shall pay the set-up costs/fees for his/her respective HRA, as well as the on-going maintenance costs/fees for his/her respective HRA.

9.2.B.3 The parties acknowledge that the District’s total annual contribution to each employee’s HRA account is in lieu of the District contributing to each employee’s Medical Expense Reimbursement Plan (“MERP”). Additional contributions may be made, to extent permissible by applicable law, through the employee’s respective sick leave accrual bank.

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**Section 9.3.A Long Term Disability Coverage**

The District shall pay for a long-term disability insurance plan covering each employee. The District shall pay the premium cost of this plan.

**Section 9.3.B Short Term Disability Coverage**

The District shall pay for a short-term disability insurance plan covering each employee. The District shall select the plan and pay the premium cost of this plan for each employee.

**Section 9.4 Benefit Plan Changes**

The parties recognize that the various benefit plans set forth in this Article 9 may be modified or eliminated by their respective providers from time to time, which is a circumstance beyond the District’s control. In the event that a benefit plan set forth in this Article 9 is materially changed or eliminated by its provider, the parties agree to meet and negotiate the impacts of the same in good faith.

**Section 9.5 Medical Expense Reimbursement Plan (“MERP”)**

9.5.1 Each employee will contribute \$~~150~~ ~~+25~~ per month to his/her MERP account. Each employee shall sign a payroll deduction authorizing the deduction of said amount from his/her respective paycheck. The MERP shall not result in any expense to the District and the Union shall work collaboratively with the District to alleviate any administrative burden upon the District relating to the MERP.

9.5.2 Any and all administrative and reporting requirements and responsibilities relating to the MERP shall be the sole responsibility of the Union and the employees and not the District. The Union shall defend, indemnify, and hold the District harmless from any liability that may arise out of the MERP.

**Section 9.6 Fitness**

To encourage the employees to maintain their physical fitness, the District shall make every reasonable effort to permit on-duty employees to have one (1) hour of exercise time during the first two (2) hours of the employee’s regularly scheduled shift. This one (1) hour of exercise time shall include the time necessary for the employee to shower and change into appropriate work attire.

**Section 9.7 Mental Health**

The parties recognize the importance of supporting the positive mental health of the employees. The parties agree to work together to support the mental health of the employees in such ways as the parties may agree are feasible and appropriate.

**Section 9.8 Healthcare Benefits Reopener**

The parties are aware that the excise (“Cadillac”) tax provisions of the 2010 Patient Protection and Affordable Care Act (or “ACA”), when/if implemented, could impose a heavy tax burden on the District. Accordingly, if the District determines that the ACA’s Cadillac tax implications are likely to result in additional cost and/or expense to the District, the District

may immediately reopen Article 9 of this CBA and the parties shall promptly commence meeting and negotiating the impact of those increased costs and/or expenses to the District.

### Section 9.9 Employee Physicals

The District and the Union have continually worked together with the goal to implement a comprehensive annual employee physical process to promote the health and welfare of the employees. To that end, the District agrees to pay for an annual employee physical (performed by a mutually agreeable third party), that is consistent with (or greater than) NFPA 1582 standards. The District will work with the third-party provider to conduct these physicals on-duty to the extent feasible. This means the District is paying both for the cost of the physical and the employee's Salary during the time the employee is receiving the physical (if the employee obtains the physical while on-duty). Employees who obtain prior approval pursuant to the District's overtime approval process will receive their regular overtime rate if the physical is scheduled while the employee is off duty. The only information the District will receive from the third-party provider after the physical (beyond proof of completion) is: (1) the respiratory fitness questionnaire required by applicable Washington State law; and (2) other information required to by applicable law to be provided to the District (if any). If an employee is unable to attend the District offered physical, the employee and the District will work together to find an appropriate time to reschedule the physical.

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The physicals required by this Section 9.9 are mandatory and will be considered "wellness checks" for the term of this Agreement only (i.e., until December 31, 2028). The parties recognize the District's strong interest in receiving a "fit" or "not fit" determination from these physicals. Accordingly, the parties agree that the District's willingness to forgo a receipt of a "fit" or "not fit" determination for this Agreement cycle shall not become part of the status quo nor be deemed to create a past practice – such that the parties can move toward incorporating this interest into the successor Agreement upon mutual agreement of appropriate contract language. Furthermore, nothing in this Section or in this Agreement shall be construed as preventing the District from taking appropriate action in regard to an employee's inability to perform the essential functions of their position due to a physical or mental condition as allowed under Section 17.1 of this Agreement and applicable law.

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~~After the effective date of this Agreement, and annually thereafter, each employee shall obtain a physical from a physician of his/her choosing. The physical shall be compliant with the ACA's provisions for preventative care and shall be paid for by the employee's medical insurance as required by the ACA. After obtaining the physical, the employee shall provide the Fire Chief with a written certification from his/her physician that he/she has completed the required physical.~~

~~In addition, the District and the Union agree to form a committee (consisting of an equal number of representatives appointed by the District and by the Union) to study the employee physical process and the Fitness for Duty Testing process described in Section 17.1 of this Agreement. This committee shall meet at such reasonable intervals as are necessary to accomplish its mission. The mission of the committee shall be to make joint recommendations~~

~~to District/Union regarding the annual physical process to ensure that employees are fit for duty and able to safely perform their job functions.~~

## **Section 9.10 Workers' Compensation/LEOFF II Disability Supplement**

9.10.1 The District will provide Workers' Compensation benefits administered by the Washington Department of Labor & Industries (L&I) pursuant to the requirements of Title 51 RCW. Under the terms required by RCW 41.04.500 *et. seq.*, full-time LEOFF II qualifying employees who suffer an on-the-job injury or illness shall also receive a disability leave supplement to the extent the respective employee qualifies for payments under RCW 51.31.090 due to a temporary total disability.

9.10.2 To the extent required by RCW 41.04.505, the disability leave supplement shall be an amount which, when added to the amount payable under RCW 51.32.090, will result in the employee receiving the same pay, based upon the employee's ~~#~~Regular ~~#~~Rate of ~~p~~Pay, that he/she would have received for full-time active service during the period of temporary total disability, taking into account that industrial insurance payments are not subject to federal income or social security taxes.

9.10.3 Pursuant RCW 41.04.510, the disability leave supplement shall be paid as follows:

(1) The disability leave supplement shall begin on the sixth (6<sup>th</sup>) calendar day from the date of injury or illness which entitles the employees to benefits under RCW 51.32.090. For purposes of this Section, the day of the injury shall constitute the first calendar day.

(2) One-half (1/2) of the amount of the disability leave supplement (as defined by RCW 41.04.505) shall be charged against the accrued paid leave of the employee. In computing such charge, the District shall convert accumulated days, or other time units as the case may be, to a monetary equivalent based on the ~~base monthly salary~~ Regular Rate of Pay of the employee at the time of injury or illness. "Regular Rate of Pay" ~~Base monthly salary~~" for purposes of this Section means the amount earned before any voluntary or involuntary payroll deductions, and not including overtime pay.

(3) One-half (1/2) of the amount of the disability leave supplement as defined in RCW 41.04.505 shall be paid by the District.

(4) Pursuant to RCW 41.04.510, if an employee has no accrued paid leave at the time of an injury or illness which entitles him/her to benefits under RCW 51.32.090, or if the employee exhausts his/her accrued paid leave during the period of disability, the employee shall receive only that portion of the disability leave supplement prescribed by Section 9.10.3(3) above.

(5) In no event shall the employee receive more in combined benefits than he/she would have received in ~~base salary~~ their Regular Rate of Pay if he/she had not been temporarily disabled and was actively working.

9.10.4 Pursuant to RCW 41.04.515, the disability leave supplement shall continue as long as the employee is receiving benefits under RCW 51.32.090, up to a maximum of six (6) months from the date of injury or illness.

9.10.5 Pursuant to RCW 41.04.530, if an employee's accrued sick leave is exhausted during the period of disability, the employee may, for a period of two (2) months following return to active service, draw prospectively upon sick leave the employee is expected to accumulate up to a maximum of three (3) days or three (3) work shifts, whichever is greater. Any sick leave drawn prospectively as provided in this Section 9.10.5 shall be charged against earned sick leave until such time as the employee has accrued the amount of sick leave needed to restore the amount used. In the event an employee terminates active service without having restored the sick leave drawn prospectively, the District shall deduct the actual cost of any payments made under this Section from compensation or other money payable to the employee, or otherwise recover such payments.

**ARTICLE 10: SALARIES**

**Section 10.1 Current Salary Table**

The employees covered by this Agreement shall be compensated based on the following table, which sets forth the wage basis for each covered position on a step-by-step basis:

Annual Wage Rate: <del>2023</del> 2026					
Position	Step 1	Step 2	Step 3	Step 4	Step 5
Battalion Chief	<del>\$141,505</del> <u>\$120,510</u>				<del>\$146,948</del> <u>\$125,145</u>
Lieutenant	<del>\$119,735</del> <u>\$101,970</u>				<del>\$125,178</del> <u>\$106,605</u>
Firefighter	<del>\$87,080</del> <u>\$74,160</u>	<del>\$92,523</del> <u>\$78,795</u>	<del>\$97,965</del> <u>\$83,430</u>	<del>\$103,408</del> <u>\$88,065</u>	<del>\$108,850</del> <u>\$92,700</u>

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Annual Wage Basis					
Position	Step 1	Step 2	Step 3	Step 4	Step 5
Battalion Chief	130%				135%
Lieutenant	110%				115%
Firefighter	80%	85%	90%	95%	100%

The ~~2023~~2026 annual wage rate for a Step 5 Firefighter shall be ~~\$108,850~~ \$92,700.

Generally, the employee entry-level step will be “Step 1,” and progressive thereafter on the employee’s annual compensation review date, contingent upon a satisfactory performance evaluation by the Fire Chief and the Fire Chief’s recommendation to the Board of Fire Commissioners for approval. One of the factors the Fire Commissioners shall consider in this regard is the financial condition of the District.

All employees promoted to Officer positions (i.e., Lieutenants and Battalion Chiefs) will start at Step 1, as a training wage, and shall be considered to be in a 12-month training period as per Article 6 of this Agreement.

### 10.1.1 Salary Increases During the Term of this Agreement

10.1.1.1 Effective January 1, ~~2027~~ ~~2024~~, the employees shall receive a ~~3%~~ ~~5%~~ ~~wage~~ ~~Salary~~ increase.

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10.1.1.2 Effective January 1, ~~2028~~ ~~2025~~, the employees shall receive a ~~3%~~ ~~5%~~ ~~wage~~ ~~Salary~~ increase.

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~~10.1.2 For clarity purposes, an employee’s “Base Wage” shall include the amount set forth in the table in Section 10.1 above (“Salary”) and an employee’s longevity pay (if applicable) but shall not include any other “add to pays” (such as program pay under Section 10.2 below).~~

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- ~~• Example One: An employee’s Salary and their applicable longevity rate (if any) shall constitute the employee’s “Base Wage”. For example, if an employee’s monthly Salary is \$10,000 and their longevity rate is 2%, their monthly “Base Wage” is \$10,200.~~

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- ~~• Example Two: An employee’s monthly Salary is \$10,000. This employee has two program pay assignments, each of which pays the employee 2% of their monthly Salary. The employee would receive \$200 per month for each program pay assignment – for a total of \$10,400 per month. But, the employee’s “Base Wage” remains \$10,000/month.~~

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- ~~• Example Three: Using the same facts from Example Two, the employee contributes the maximum match amount of 2.5% of their “Base Wage” to their deferred compensation account and the District matches that 5% pursuant to the terms of Article 23 below. The “Base Wage” amount used for this calculation would be \$10,000/month. This means that both the District would contribute \$500/month to the employee’s deferred compensation account (and the employee would contribute \$250/month).~~

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- ~~• Example Four: An employee’s Salary is \$10,000/month. This employee has one program pay assignment, which pays the employee 2% of their monthly Salary. The employee also has 2% longevity pay. The employee would receive~~

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10.2.4.c Equipment operations & maintenance coordination: ~~S~~systems t~~E~~chnology: 2%

10.2.5 Health & safety program coordination: 2%

10.2.6.a Community outreach program coordination - events: 2%.

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10.2.6.b Community outreach program coordination – social media: 2%.

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~~The foregoing program pay shall commence on April 1, 2023.~~

### Section 10.3 Lateral Hires

In the event the District hires a new employee with a at least two (2) continuous years of previous experience as a full-time career firefighter (or higher rank), the following shall apply:

- The employee’s seniority date shall be his/her date of hire with the District.
- If the position is for a firefighter, the employee will start at Salary Step 3 if they have two (2) or more years of career experience and will increase annually pursuant to the schedule in the Agreement until they reach Step 5.
- If the District hires the employee for an officer position, he/she will begin at Salary Step 1 for the respective officer position.
- For all positions under this Section, the employee shall accrue vacation at the same rate as an employee who has completed two (2) years of continuous service with the District.

### Section 10.4 Longevity Pay

The District shall provide longevity pay as follows:

- 1% of the employee’s “Salary” upon the completion of 60 months of continuous service to the District; and
- 2% of the employee’s “Salary” upon the completion of 120 months or more of continuous service to the District.
- 3% of the employee’s “Salary” upon the completion of 180 months or more of continuous service to the District.
- 4% of the employee’s “Salary” upon the completion of 240 months or more of continuous service to the District.

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**ARTICLE 11: HOURS OF WORK**

**Section 11.1 Work Cycle**

11.1.1 The work cycle for the Dayshift employees shall be a 28-day cycle utilizing the “7(k) exemption” under the Fair Labor Standards Act (“FLSA”). The Dayshift schedule shall be based on an average 40- or 42-hour workweek as determined by the Fire Chief.

11.1.2 The work cycle for 24-hour shift employees shall be scheduled on a 27-day cycle utilizing the 7(k) exemption under FLSA regulations. The 24-hour shift schedule shall be based on an average ~~48.98~~ 49.9-hour workweek (~~2,595~~ 2,547 hours per year) as determined by the Fire Chief.

11.1.3 Actual work schedules, including implementation of Kelly Days to adjust hours worked to conform to FLSA maximum hours worked, are identified in Appendix “A”.

**Section 11.2 Overtime**

Subject to the requirements of Section 11.4, employees covered by this Agreement will receive the overtime rate for hours worked outside of their scheduled work hours. The overtime rate shall be one and one-half (1.5) times the employee’s ~~Regular~~ Rate of ~~Pay~~ compensation.

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The District and the Union agree to meet and confer through the Joint Labor Management Committee process described in Article 22 to discuss the creation of a mutually agreeable overtime callback list/process.

**Section 11.3 Work Schedule**

11.3.1 Subject to the flexibility otherwise provided in this Agreement, work schedules for 24-hour shift employees shall generally be assigned to an average ~~48.98~~ 49.9-hour workweek, on a 24-hour shift, Monday through Sunday with the shift start time beginning at 0700 and completing the following day at 0700.

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11.3.1.1 The parties agree to continue to evaluate various staffing models (to include a four-platoon, 24-hour schedule) as the District’s needs and resources evolve.

11.3.2 Employees assigned to Dayshift shall generally work within:

11.3.2.1 A daytime Monday through Friday period, averaging approximately 40 hours per workweek or 160 hours within each 28-day work cycle (2,080 hours per year); or

11.3.2.2 A daytime Monday through Sunday period, averaging approximately 42 hours per workweek or 168 hours within each 28-day work cycle (2,184 hours per year).

11.3.2.3 The Fire Chief shall determine the work schedule for employees assigned to the Dayshift.

11.3.3 The Fire Chief shall have the discretion to assign one (1) Firefighter and/or one (1) Lieutenant to a “floater” position. The purpose of the “floater” position is to create flexibility to cover vacant bargaining unit positions as a result of Kelly Days, leave days, and other reasons. The Fire Chief shall consider impacts resulting from any business functions or duties assigned (refer to Section 11.6 “Assignment of Additional Tasks” of this Agreement) to such employee when making “floater” assignments.

11.3.3.1 The Fire Chief shall offer the floater position in descending order of seniority as defined in Section 5.1 “Seniority” of this Agreement. If no firefighter accepts the assignment, then the Fire Chief may assign the least senior post-probationary firefighter to the firefighter floater position. Similarly, if no Lieutenant accepts the assignment, then the Fire Chief may assign the least senior post-probationary Lieutenant to the Lieutenant floater position. In order to minimize the impacts to overall vacation and Kelly Day picks, the selection of the “floater” employee(s) shall be completed on or before October 15<sup>th</sup> of the preceding year and take effect January 1<sup>st</sup>.

11.3.3.2 The Fire Chief may assign employee(s) in the “floater” position to a “base assignment” in one of the three platoons. The “floater” employee shall report for duty to their “base assigned” platoon unless otherwise directed. Assignments for the “floater” employee will be made without additional compensation than otherwise due that employee. All “floater” schedule changes will be made prior to the 15<sup>th</sup> of the preceding month.

11.3.3.3 The “floater” employee shall not be scheduled to work more than forty-eight (48) consecutive hours without a twelve (12) hour relief, not including shift trades, a District wide staff callback, or some other unforeseeable emergency circumstance.

11.3.3.4 The “floater” employee shall not be scheduled to fill a vacancy if they have already been approved for scheduled leave time or Kelly Days that coincides with the date for the vacancy fill-in assignment. Shifts normally scheduled off for the “floater” employee shall be considered as part of the approved leave “block.”

11.3.3.5 In the event a vacancy occurs in the “floater” position(s), the Fire Chief may appoint an employee in the same manner as Section 11.3.3.1 above for the remainder of the year. The assigned “floater” employee shall be allowed to re-pick annual leave if necessary consistent with Article 15 “Annual Leave” of this Agreement.

## Section 11.4 Work Schedule Changes

Notwithstanding Section 11.3 above, the Fire Chief (or his/her designee) may change an employee's usual working schedule, without additional compensation, from time to time to accommodate trainings, meetings, education, emergencies, and/or operational needs of the District. Provided, however, the Fire Chief shall provide the employee with at least: (i) 28 calendar days' notice of any long-term change to his/her usual work schedule; and (ii) 7 calendar days' notice of any short-term change to his/her usual work schedule. In addition, the Fire Chief or his/her designee may change an employee's usual work schedule without additional compensation or prior notice if said change is mutually agreed upon between the Fire Chief (or his/her designee) and the subject employee.

### Section 11.4.A Shift Trades

Notwithstanding Section 11.3 above, the Fire Chief may authorize an employee's request for trading shifts with another qualified employee as provided under District Policy 3-60 ("Career Staff Shift Trades").

### Section 11.4.B Shift Transfers

Employees may request a shift transfer by submitting a letter of interest to the Fire Chief for consideration. The Fire Chief may grant or deny this request as determined appropriate in their discretion. Should the District determine a need to assign an employee to a new shift (or if a vacancy occurs on a shift), the Fire Chief will first consider whether any pending transfer requests would be appropriate (as determined in their discretion) to fill the vacancy.

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## Section 11.5 Call Back

Given the nature of the employees' job duties, it is anticipated that they may be contacted outside their usual working schedule from time to time regarding operational issues. The parties agree that such Call Back scenarios shall be handled as follows:

11.5.1 Actual Call Backs. If an employee is required to physically report back to the Fire Station or the scene of an incident without prior notice, he/she shall be compensated at time and one-half (1.5) of his/her ~~R~~Regular ~~R~~ate of ~~p~~Pay.

11.5.2 Minimum Call Back Time. Employees called back to work under this Section 11.5 shall be guaranteed at least two (2) hours of compensation at the rate set forth in Section 11.5.1 above.

11.5.3 Holdover. When the District requires an employee to holdover at shift change, the employee holding over shall be compensated at the rate of time and one-half (1.5) of their ~~R~~Regular ~~R~~ate of ~~p~~Pay for the holdover period. Any employee held over under this Section 11.5.3 shall be guaranteed a minimum of one (1) hour of compensation at the foregoing rate.

11.5.4 Early Shift Commencement. When the District requires an employee to begin his/her shift prior to shift change, the employee shall be compensated as the rate of time and one-half (1.5) of their ~~Regular Rate of Pay~~ for the early arrival period. Any employee required to begin their shift early under this Section 11.5.4 shall be guaranteed a minimum of one (1) hour of compensation at the foregoing rate. Notwithstanding the preceding sentence, if an employee is already at the Fire Station, but not required by the District to arrive early, then the employee shall only be paid for the actual time worked prior to the commencement of their normal shift in the event he/she responds to a call.

#### **Section 11.6 Assignment of Additional Tasks**

11.6.1 The Fire Chief shall have the right to assign additional tasks to the employees, provided the additional tasks are within the employee's skills and ability to safely perform. The intention of this Section 11.6 is not for the District to assign additional tasks to an employee which require special certifications or training that the employee does not possess or cannot safely perform. Nothing in this Section shall prevent any employee from occasionally assisting (without additional compensation) another employee who is assigned certain business functions and duties as defined in Section 11.6.2 through 11.6.5.

11.6.2 If certain business functions and duties are determined to be of such importance that they warrant supplemental compensation, the Fire Chief shall work with the Union to identify and define those business functions and duties and agree upon such compensation rate, as covered under Section 10.2 of this Agreement. Employees that have completed probation and have obtained/maintained any required certification or training for such business function or duty are eligible for assignment of the covered business functions or duties and supplemental compensation.

11.6.3 Mutually acceptable employee position description supplemental documentation for each business function or duty in this section will be maintained. For business functions or duties not specifically identified in this Section 11.6.2 through 11.6.5 and that of Section 10.2, Section 11.6.1 shall govern employee work assignments.

11.6.4 The Fire Chief shall determine and approve the number and deployment of employee assignments for business functions and duties compensated under Section 10.2 "Program Pay". Such "Program Pay" shall be provided only if the assigned employee performs such work and maintains such required certification and training as defined in the employee position description supplemental documentation for that business function or duty.

11.6.5 Lieutenants ~~shall be required to have at least one of the designated assignments as identified by the Fire Chief, and~~ shall have preference of assignment by bidding (refer to Section 11.9 "Bidding on Business Function Program Pay Vacancies") for

such assignment(s) over qualified ~~Battalion Chiefs and~~ Firefighters being considered for appointment. In the event that an authorized business function or duty is vacant and no qualified employees volunteer for such assignment, the Fire Chief shall have the right to make a mandatory assignment to the least senior (non-probationary) qualified Lieutenant and/or Firefighter.

11.6.6 Battalion Chiefs are not eligible to receive program pay.

### **Section 11.7 Working Out of Classification Pay**

11.7.1 Any bargaining unit member temporarily assigned the responsibilities of a rank above his/her current rank shall be eligible for acting out of class pay which shall be applicable as of the first hour of such designation. The District may offer such temporary assignments first to those members on the shift where the vacancy exists and that are on the current promotional registry for the position to be filled. If no shift member on the promotional registry is available (or if no registry exists at that time) and if the District chooses to fill the vacancy, then the District shall attempt to fill the vacancy in the following order:

**For a Vacant Battalion Chief Position:**

- Another Battalion Chief; or
- A Lieutenant who satisfactorily meets the required qualifications stated on the job description for Battalion Chief [who is on duty and eligible to work out of class](#); or
- A Lieutenant who is off-duty and satisfactorily meets the required qualifications stated on the job description for Battalion Chief; or
- District members not in the bargaining unit who meet the required qualifications in the job description.

**For a Vacant Lieutenant Position:**

- Another Lieutenant; or
- Another Battalion Chief; or
- An [on-duty](#) firefighter who satisfactorily meets the required qualifications stated on the job description for Lieutenant; or
- A [qualified off-duty firefighter](#); or
- District members not in the bargaining unit who meet the required qualifications in the job description.

11.7.2 Nothing in this Section 11.7 shall require the District to temporarily assign any employee to work out of classification. The District may choose to make, or not make, such temporary assignments as it determines appropriate in its discretion.

11.7.3 The District shall pay an employee eligible for out-of-class pay at a rate equivalent to the lowest pay step of the higher rank to which he/she is temporarily assigned under this Section 11.7.

11.7.4 Out-of-class training and certification may be offered internally or locally and will incur no tuition or registration costs to the employee if the employee receives prior approval from the Fire Chief or their designee. External training and certification for out-of-class qualifications will incur no registration or tuition costs to the employee only if the training has been identified in the employee's professional development plan or is approved in advance by the Fire Chief or their designee.

### Section 11.8 Jury Duty

Employees summoned pursuant to Chapter 2.36 RCW to serve as a juror shall notify their supervisor as soon as possible in order to ensure continued staffing coverage. Employees shall receive their normal rate of pay of time spent on jury duty during any regularly scheduled duty time periods. The employee shall provide documentation of time spent on jury duty with the submittal of their timecard for that payroll period. If the employee receives any court provided compensation for jury duty, they shall surrender it to the District by providing the check to the District Secretary, endorsing it for payment to the District.

### Section 11.9 Bidding on Business Function Program Pay Vacancies

The process set forth in this Section shall govern bidding by qualified employees on business function program pay vacancies within the bargaining unit.

11.9.1 Vacancies open for bidding. The Fire Chief (or designee) shall notify the Union of the schedule of filling any new or vacant bargaining unit business function program pay positions (refer to Section 10.2 "Program Pay") as soon as reasonably possible after such positions occur or are approved. Vacancies in existing bargaining unit business function program pay positions may occur due to the incumbent leaving for any reason. The District will advertise vacant positions for no less than five (5) business days. Interested and qualified employees shall then contact the Fire Chief, in writing to bid on the vacant position(s).

11.9.2 Bidding. Qualified employees may bid on vacant business function program pay positions ~~based upon their seniority in rank~~. Each qualified employee (refer to Section 11.6.2) may bid on one (1) business function at a time, beginning with employees of the Lieutenant rank, and then Firefighter rank, ~~and then Battalion Chief rank~~ unless the business function description states otherwise. Any remaining vacant business function program pay positions may then be bid for (one at a time) in the same manner. Qualified employees may hold more than one business function program pay position.

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If more than one qualified employee of the same rank bids for the same program pay position, the Fire Chief or designee shall conduct an interview of each such employee and will select the best candidate for the position as determined in their discretion.

11.9.3 Bid Timing. The selection of employee(s) for business function program pay positions shall be completed within thirty (30) days of ratification of a new contract, on or before October 15<sup>th</sup> of the preceding year and take effect January 1<sup>st</sup>.

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11.9.4 Temporary Assignments. In addition to the process identified above, the Fire Chief (or designee) may also temporarily assign a business function program pay position to a qualified employee for such period as may exist due to the inability of the regularly assigned employee to perform such function(s). During such temporary assignment, the employee will be compensated as provided in Section 10.2 “Program Pay”. If an employee receiving program pay will be on an extended leave of absence, the Union and the District will meet and confer regarding whether it is appropriate for that employee to continue to receive program pay. For purposes of this subsection 11.9.4, “extended leave of absence” does not include vacation.

## **ARTICLE 12: GRIEVANCE PROCEDURE AND DISCIPLINE**

### **Section 12.1 Purpose**

The purpose of this Article 12 is to provide for an orderly method for resolving grievances. However, as high-level managers reporting directly to the Fire Chief, a determined effort shall be made to settle any such differences informally through direct communication. When issues cannot be resolved informally, then the more formal grievance procedure set forth in this Article 12 shall be used for resolving grievances regarding the interpretation or application of any of the terms of this Agreement and said procedure shall be the exclusive remedy for redress of any alleged violation of this Agreement.

### **Section 12.2 Grievance Definition**

For the purpose of this Agreement, a “grievance” is defined as any dispute between the District and the Union concerning the application, claim of breach, or violation of the express terms of this Agreement.

### **Section 12.3 Exceptions to Time Limits**

12.3.1 Any time limits stipulated in the grievance procedure may be extended by mutual agreement in writing, and any step or steps of the procedure may be waived by mutual written agreement in an effort to expedite the matter. Failure by the Union and/or aggrieved party to comply with any time limitation in this Article 12 shall constitute a withdrawal of the grievance with prejudice. Failure by the District to comply with any time limitation in this Article 12 shall constitute acceptance of the grievance and the remedy requested.

12.3.1.1 In computing any period of time prescribed under this Article 12, the day of the act/event from which the designated period of time begins to run shall not be included. The last day of the time period so computed shall be included, unless it is a Saturday, Sunday, or legal holiday, in which event the respective time period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.

#### **Section 12.4 Grievance Procedure and Time Limits**

A grievance shall be processed in accordance with the following procedure:

- STEP 1 All grievances shall be reduced to writing and presented by the Union representative to the Fire Chief within fourteen (14) calendar days of when the Union knew or should have known of the facts giving rise to the grievance. The written grievance shall include: (i) the facts upon which the grievance is based and the nature of the alleged violation of the Agreement; (ii) the Section or Sections of the Agreement alleged to have been violated; (iii) the remedy sought; and (iv) any other relevant information. The Fire Chief shall investigate the matter and reply to the grievance within twenty-one (21) calendar days after his/her receipt of the same.
- STEP 2 If the grievance is not resolved as provided in Step 1, it shall be forwarded by the Union to the Chair of the District's Board of Fire Commissioners within fourteen (14) calendar days after the Step 1 answer. The District's Board of Fire Commissioners shall investigate the matter and, if deemed appropriate by the Commissioners, convene a meeting between the appropriate parties within twenty-one (21) calendar days of the receipt of the grievance. The Chair of the District's Board of Fire Commissioners shall thereafter forward a written reply to the grievance within twenty-one (21) calendar days after receipt of the grievance or within twenty-one (21) calendar days after the meeting between the parties, whichever occurs later.
- STEP 3 If the grievance is not resolved as provided in Step 2, either the Union or the District may refer the grievance to arbitration. The request for arbitration must be made within thirty (30) calendar days after receipt of the Step 2 decision. The party seeking arbitration shall submit a written letter to the opposing party stating their intent to arbitrate and requesting the selection of an arbiter. The foregoing letter shall include the following information: (i) identification of the Section(s) of the Agreement alleged violated; (ii) the nature of the alleged violation; (iii) the remedy sought; and (iv) any other relevant information.

#### **Section 12.5 Arbitration Procedures**

Grievances submitted to arbitration by either party shall be subject to the following procedures:

12.5.1 Arbiter Selection. In regard to each case reaching Step 3 of the grievance procedure, the parties will attempt to agree on an arbiter to hear and decide the case. If the parties are unable to agree upon an arbiter within fourteen (14) calendar days of the submission of the written request for arbitration, a list of nine (9) names of arbiters located in Washington and Oregon shall be jointly requested from the Federal Mediation and Conciliation Service (“FMCS”). Upon receipt of this list, the arbiter shall be selected by each party alternatively striking a name from the list until only one (1) name remains. The party entitled to make the first strike of an arbiter’s name shall be determined by the flip of a coin. The arbiter shall be selected by the parties within fourteen (14) calendar days of their receipt of the foregoing list of arbiters.

12.5.2 Arbitration Hearing. The arbiter shall hold a hearing and accept pertinent evidence submitted by both parties and shall be empowered to request such data as he/she deems pertinent. Each party to the proceeding may call such witnesses as may be necessary. The arguments of the parties may be supported by oral comment and rebuttal. Each party may be represented by an attorney at the arbitration. The arbiter shall be empowered to establish the procedures of the arbitration which are not otherwise specifically articulated in this Article 12.

12.5.3 Cost of Arbitration.

12.5.3.1 Each party shall pay any compensation and expenses relating to its own witnesses and representatives (including attorneys’ fees and costs).

12.5.3.2 If either party requests a stenographic record of the arbitration, the cost of said record and the stenographer’s time will be borne by the requesting party. Provided, however, if the other party also requests a copy of the stenographic record, then the parties will equally split all costs charged by the stenographer.

12.5.3.3 Unless otherwise ordered by the arbiter, the arbiter’s fee and expenses will be equally split by the parties. This includes each party’s obligation to equally split the initial filing fee, deposit, etc. charged by the arbiter upon his/her acceptance of the arbitration.

**Section 12.6 Arbiter’s Authority**

In connection with any arbitration proceeding held pursuant to this Agreement, the parties agree as follows:

12.6.1 The power of the arbiter shall be limited to interpreting this Agreement and determining if the disputed Article/Section or portion thereof has been violated. The arbiter shall have no authority to render a decision that will add to, subtract from, alter, change, or otherwise modify the terms of this Agreement.

12.6.2 The decision of the arbiter shall be final, conclusive, and binding upon the District, the Union, and the employee(s) involved.

12.6.3 The parties shall request that the arbiter use his/her best efforts to render his/her decision within thirty (30) calendar days after the close of the arbitration process (including the filing of post-arbitration briefs, if any).

12.6.4 In the event the arbiter finds that he/she has no authority or power to rule in the case, he/she shall issue a written statement to the parties setting forth the basis for his/her conclusion in this regard.

### **Section 12.7 Retroactivity.**

Arbitration awards shall not be made retroactive beyond the date of the occurrence or nonoccurrence upon which the grievance is based, that date being fourteen (14) calendar days or less prior to the initial filing of the grievance at Step 1.

### **Section 12.8 Election of Remedies**

It is understood and agreed that taking a grievance to arbitration under this Article 12 constitutes an election of remedies and a waiver of any and all rights by the Union, or persons represented by the Union, and the District to litigate or otherwise prosecute the grievance and its subject matter in any court or any other available forum (such as, for example, a city, state or federal agency). Provided, however, that if it is determined by the arbiter that he/she has no authority or power to rule in the case, then it shall not constitute an election of remedies or a waiver of rights. Conversely, litigation of the subject matter of the grievance in any court or other forum (including, for example, before a city, state, or federal agency) shall be deemed to constitute an election of remedies and a waiver of the right to arbitrate the matter under this Agreement.

### **Section 12.9 Discipline**

12.9.1 Progressive Discipline. The parties agree to employ a progressive discipline system to the extent feasible. The progressive discipline system is intended to provide the employees notice, when possible, of problems with their conduct or work performance. Generally, progressive discipline involves beginning the disciplinary process at the lowest level determined appropriate by the District given the applicable circumstances and then progressing to more serious disciplinary action if necessary. However, exceptions or deviations from the normal process may occur when the District deems that circumstances warrant other action, up to and including immediate termination of employment.

12.9.2 Cause. The discipline and termination of regular employees (i.e., non-probationary employees) shall be based on just cause and shall be subject to the grievance procedure set forth in this Agreement.

12.9.3 Rules. The District's current rules outlining its disciplinary process are set forth in District Policy 3-07 ("Disciplinary Process"). The District may amend this Policy

from time to time and shall provide notice of such changes pursuant to Article 13 of this Agreement.

12.9.3.1 Provided, however, Section VII (“Complaints & the Personnel Review Board”) and Section VIII (“Appeals”) of District Policy 3-07 shall be inapplicable to the employees subject to this Agreement. In lieu of Sections VII and VIII, the grievance remedies set forth above in this Article 12 shall be applicable to the employees subject to this Agreement.

### **ARTICLE 13: RULES AND REGULATIONS**

Employees shall comply with the District’s current rules, regulations, policies, and procedures, including those relating to conduct and work performance. The District agrees to notify the Union regarding future material changes and additions to those rules, regulations, policies, and procedures. The Union shall then notify the District of perceived impacts and request bargaining if desired. The District shall then bargain changes regarding mandatory subjects of bargaining not otherwise waived in this Agreement, consistent with Ch. 41.56 RCW.

### **ARTICLE 14: SICK LEAVE**

#### **Section 14.1 Sick Leave Accrual**

Upon the effective date of this Agreement, sick leave shall accrue at the rate of one (1) shift per month. For example, if an employee regularly works a 12-hour shift, he/she shall accrue twelve (12) hours of sick leave per month. The maximum sick leave accrual shall be equivalent to six (6) months of the employee’s annualized hours.

The District shall front-load new employees with ~~four (4) shifts~~ ninety-six (96) hours worth of sick leave. New employees will begin accruing sick leave pursuant to the schedule set forth in the preceding paragraph of this Section 14.1 in their fifth (5<sup>th</sup>) month of employment with the District.

#### **Section 14.2 Sick Leave Administration**

In regard to the administration of sick leave and related issues, the District shall follow its current Policy 3-12 (“Annual and Sick Leave”) and Policy 3-11 (“Employee Sick Leave Donations”).

#### **Section 14.3 Cash Out of Accrued Sick Leave Upon Separation of Employment**

14.3.1 Upon the separation of employment from the District in good standing of a full-time, fully compensated employee with ~~ten (10)~~ five (5) or more years of continuous service to the District, the District shall cash out 25% of the employee’s accrued but unused sick leave at his/her current rate of pay into his/her HRA account.

14.3.2 Upon the disability retirement of a full-time, fully compensated employee due to a disability incurred within the scope of his/her employment for the District, the District shall cash out 100% of the employee's accrued but unused sick leave at his/her current rate of pay into his/her HRA account.

14.3.3 The District shall cash out 100% of an employee's accrued but unused sick leave at his/her current rate of pay in the event of the employee's death in the line of duty. The District shall make this payment to the employee's estate.

14.3.4. On December 31<sup>st</sup> of each year, employees with a balance in their sick leave bank exceeding the cap under Section 14.1 above, will have their balance reduced to this cap. Any accrued hours in excess of the six (6) month cap set forth in Section 14.1 shall be cashed out into the employee's respective MERP account at an hourly rate of 25% of the employee's Base Wage.

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#### **Section 14.4 Bereavement Leave**

In the event an employee has a member of their "immediate family" die, the employee may utilize his/her accrued sick leave for bereavement purposes.

For purposes of this Section 14.4, "immediate family" means the employee's spouse, Washington State registered domestic partner, child, foster child, stepchild, parent, stepparent, mother-in-law or father-in-law, sibling, stepsibling, grandparent, or grandchild. The Fire Chief may approve exceptions, in his/her discretion, to the foregoing list of "immediate family".

### **ARTICLE 15: ANNUAL LEAVE**

#### **Section 15.1 Annual Leave Accrual**

The table set forth below summarizes the accrual of annual leave for the employees based upon their respective years of employment with the District:

Years 1 and 2:	<del>8</del> 10 hours per month
Years 3 and 4:	<del>10</del> 12 hours per month
Years 5, 6, 7:	<del>12</del> 14 hours per month
Years 8, 9, 10, 11:	<del>14</del> 16 hours per month
Years 12, 13, 14, 15:	<del>16</del> 18 hours per month
Years 16, 17, 18, 19:	<del>18</del> 20 hours per month
Year 20 and beyond:	<del>20</del> 22 hours per month

15.1.1 Employees may accrue a maximum balance of 240 hours of annual leave. The maximum balance of accrued annual leave for any employee may not exceed 240 hours on January 1<sup>st</sup> of each year and any hours in excess of 240 on January 1<sup>st</sup> of each year shall be forfeited without compensation. From January 2<sup>nd</sup> through December 31<sup>st</sup> of each year, employees may have an accrued annual leave balance in excess of 240 hours.

15.1.2 Employees may choose to sell back up to 48 hours of accrued, but unused, annual leave each year. Annual leave must be sold back in 12-hour increments. Employees desiring to sell back annual leave must inform the District, in writing and on such forms as provided by the District for this purpose, no later than November 1<sup>st</sup> of the applicable year. The District shall then provide the applicable payment to the employee no later than the last paycheck of December of that year.

15.1.3 Upon the separation of employment in good standing of a full-time, fully compensated employee, the District shall cash out 100% (up to a maximum of 240 hours) of the employee's accrued but unused annual leave at his/her current rate of pay. Subject to any applicable legal requirements, employees may elect to receive the foregoing cash out compensation into their HRA, deferred compensation account, or by check. Employees may split the cash out amount between the foregoing accounts in increments of 25%.

## **Section 15.2 Annual Leave Administration**

15.2.1 In regard to the administration of annual leave and related issues, the District shall follow its current Policy 3-12 ("Annual and Sick Leave"). The parties acknowledge the employees may use their annual leave for union business (provided that the employees comply with the District's scheduling and notice procedures set forth in District Policy 3-12).

15.2.2 Requests for annual leave shall be considered by the Fire Chief or his/her designee on a seniority basis when submitted for approval on or before December 1<sup>st</sup> of the prior calendar year. These requests shall be in one (1) day increments.

15.2.3 Any requests for annual leave submitted on or after December 2<sup>nd</sup> shall be considered on a "first come, first served" basis and may be requested in increments of one (1) day or less (but no less than one (1) hour). Notwithstanding the foregoing, the Fire Chief or designee shall have the discretion to grant or deny the specific timing of any annual leave request submitted on or after December 2<sup>nd</sup> based upon consideration of operational conditions. For purposes of this Section 15.2.3, "operational conditions" includes:

- (i) If the annual leave request creates a critical staffing vacancy that will require back-filling and result in overtime costs. A "critical staffing vacancy" means the annual leave request would drop the shift at issue to less than two (2) on-duty career members;
- (ii) If the annual leave request is made during a time period in which a bona fide and unforeseeable emergency exists; or
- (iii) If the annual leave request would leave the District without a "hard bar" officer on shift.

15.2.4 In coordination with subsections 15.2.2 and 15.2.3 above, only one employee per rank may be approved for annual leave at a time. The Fire Chief or his/her designee

shall consider annual leave requests on a “first come, first served” basis (based upon the time of the respective employee’s request to use annual leave). If two (2) or more employees of the same rank request to use annual leave at the same time, then the Fire Chief or his/her designee shall grant annual leave based upon the seniority of the requesting employee within that rank unless operational necessity dictates otherwise. Provided, however, the Fire Chief or his/her designee may allow two employees of the same rank to use annual leave at the same time if determined appropriate in the Fire Chief’s (or his/her designee) discretion.

### **Section 15.3 Union Leave Bank**

15.3.1 The District shall establish and maintain a Union leave bank. On or about January 1<sup>st</sup> of each year during the term of this Agreement, the District shall deduct an amount equal to half (1/2) of each employee’s respective one (1) month accrual rate from each employee’s annual leave bank and transfer said leave into the Union leave bank. The District shall deduct a pro-rated portion of the foregoing amount from the annual leave of any new employee hired after January 1<sup>st</sup> of any year.

15.3.2 Union leave shall be used in compliance with the requirements for annual leave set forth in this Agreement and District Policy 3-12 (as it exists currently and as it may be amended in the future).

15.3.3 In addition to the foregoing, the following restrictions shall apply to the employee’s utilization of the Union leave bank:

- (i) Employees may not utilize the Union leave bank unless they obtain the prior permission, in writing, from the President of the Union (Local No. 2903) and a copy of said writing is provided to the District no later than 48 hours prior to the employee’s utilization of said Union leave;
- (ii) Employees must utilize Union leave in blocks of no less than four (4) hours;
- (iii) A maximum of two (2) employees may utilize Union leave at any one time;
- (iv) The District shall have the right to deny Union leave for the same reasons it may deny the utilization of annual leave; and
- (v) The utilization of Union leave must be cost neutral to the District. This means, among other things, that if the utilization of Union leave results in overtime, the District shall deduct from the Union leave bank such additional amounts as are necessary to recover its overtime costs.

15.3.4 The Union shall defend, indemnify, and hold the District harmless from any liability that may arise out of the Union leave bank.

15.3.5 Employees shall use the Union leave bank in this Section 15.3 for, among other things, Union sponsored training, Union conventions, Union events, and the like. Employees may not attend such events on duty or while otherwise being paid by the District (unless the employee utilizes the Union leave bank or their own annual leave). The Fire Chief may make exceptions to the foregoing requirement in his/her discretion, if he/she determines it is appropriate and lawful to do so.

**Section 15.4 District Advocacy Support**

15.4.1 If an employee represents the IAFF, WSCFF, the Local, or the District in a union role at a local, state, or federal government level they may ask the Fire Chief for up to forty-eight (48) hours of leave annually related to that position. The Fire Chief may grant or deny any such request as determined appropriate in their discretion. The Fire Chief will only grant such requests that provide a significant and tangible value to the District (as determined in the Fire Chief's sole discretion). The Union shall not be entitled to grieve any denial of a request for leave.

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**ARTICLE 16: HOLIDAY PAY**

Employees shall be scheduled to work according to Section 11.3 of this Agreement. Employees normally assigned to work according to Section 11.3.1 of this Agreement (24 hour shifts) who are scheduled to work on a holiday as set forth in District Policy 3-12 shall (i) be paid for the holiday, and (ii) be paid their regular wages for hours worked during that holiday. Employees who are not scheduled to work on a holiday as set forth in District Policy 3-12 shall be paid for the holiday. Employees normally assigned to work accordingly to Section 11.3.2 of this Agreement (daytime shifts) shall observe the holiday when it occurs and not be assigned to work that day.

In lieu of pay for four (4) holidays, employees assigned to work according to section 11.3.1 of this Agreement will receive an equivalent shift amount of leave added to their personal holiday bank. Employees will have two (2) holidays added in January and July of each year to their personal holiday bank. All four (4) of these holidays must be scheduled in the same manner as annual leave and in the manner prescribed by Section 15.2 of this Agreement as well as the District's applicable policies. Holidays will not be carried over into the following year. Holidays may be sold back to the District in conjunction with annual leave under Section 15.1.2.

Remaining holiday time will be paid out in a separate check in November of each year.

Employees not employed with the District for the full year will have their time pro-rated.

The District recognizes Juneteenth as a new holiday effective January 1, 2023. The parties acknowledge the District is seeking a property tax levy rate restoration during the term of this Agreement. Upon successful passing of the foregoing ballot measure, the District shall provide holiday compensation to employees for a 12<sup>th</sup> holiday (which shall be "Juneteenth").

## **ARTICLE 17: TESTING AND EVALUATION**

### **Section 17.1 Fitness for Duty Testing**

The employees may be subject to Fitness for Duty Testing in accordance with current District Policy 3-15 “Emergency Responder Fit for Duty Status” and Section 9.9 of this Agreement.

### **Section 17.2 Promotional Process**

The process set forth in this Section shall govern the promotion for positions as defined in Article 1 of this Agreement. Subject to the terms set forth herein, the District shall base its promotional decisions on merit and fitness as ascertained through a competitive examination process from applicants who meet all established prerequisites.

#### **17.2.1 General Provisions**

17.2.1 (i) Promotion to positions covered under this Agreement shall be made through a two-step process: 1) “promotional testing” for qualified applicants to be evaluated and for those successful, placed on the Promotional Register, and 2) “interview process” wherein certain promotional candidates on the Promotional Register are interviewed for hiring.

17.2.1 (ii) The District shall conduct promotional testing through an independent third-party vendor. The District shall have the responsibility for contracting with the vendor and may consult the Union for vendor evaluation and selection. The District and the Union will also discuss any new issues relating to promotional process testing at Labor Management Committee meetings. The District shall have final authority with regard to examination procedures and content.

17.2.1 (iii) Promotional testing shall be impartial and shall focus on areas which the District determines are relevant to the promotional applicant’s ability to perform the duties of the promotional position.

17.2.1 (iv) In order to be eligible for the promotional testing process, the applicant must meet all of the qualifications and requirements set forth in the District’s current Position Description for the promotional position for which he/she is applying.

17.2.1 (v) If a vacancy for any promotional position covered under this Agreement occurs, the Fire Chief shall initiate creation of a Promotional Register for that position (if one currently does not exist) within thirty (30) day of notification of such vacancy of position. The Fire Chief or designee shall issue such notification and provide application documentation to any interested and qualified applicants.

17.2.1 (vi) Notice of promotional testing shall be provided to all eligible employees. If three (3) or more employees are both eligible and apply for the vacant position, all of the employee applicants shall proceed to the Promotional Testing process. While the initial screening process described in Section 17.2.2 (ii) is waived, the employees may be subject to eligibility verification by the District.

17.2.1 (vii) If less than three (3) eligible employees apply for a vacant position, then the Fire Chief shall provide notification of the vacant position to all eligible volunteer members of the District. All eligible employees and volunteer member applicants shall then engage in the promotional testing process described in Section 17.2.2. While the initial screening process described in Section 17.2.2 (ii) is waived, the employees and volunteer members may be subject to eligibility verification by the District.

17.2.1 (viii) If less than ~~six (6)~~ three (3) eligible employees and volunteer members apply for a vacant position, then the Fire Chief may provide general notification of the vacant position to potentially interested and qualified parties outside the organization. The Fire Chief will determine the number of outside applicants that will be admitted to the promotional testing process.

### 17.2.2 Promotional Testing

17.2.2 (i) The promotional testing process shall consist of the following components: (1) an initial screening assessment (pass/fail); (2) assessment exercises (~~60%~~ 40% of total score value); and (3) an oral interview process (~~40%~~ 60% of total score value). The Fire Chief may also require an applicant orientation workshop prior to the testing process.

17.2.2.1 Notwithstanding Section 17.2.2(i) above, for promotional testing processes that include solely internal candidates, the oral interview process shall account for 35% of the total score value. 5% of the total score value shall be derived from an internal peer review survey in regard to each of the candidates for promotion.

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17.2.2 (ii) The initial screening assessment, performed by the District independent third party vendor, shall include an assessment of the applicant's conformance with District minimum position requirements and an initial ~~(e.g. Washington State Patrol)~~ work & legal (civil/criminal) history background check ~~based on a pass/fail criteria~~. Only those applicants that pass initial screening will be allowed to proceed to assessment exercises.

17.2.2 (iii) The independent third-party vendor shall coordinate and conduct assessment exercises. Assessment exercises shall be designed and administered

to objectively determine the applicant's competency in required knowledge, skills and abilities for the promotional position.

17.2.2 (iv) The oral interview component shall include a panel of between three (3) and five (5) panelists, provided no member of the panel may have an immediate family relationship (spouse, household or direct generational) with any of the applicants. At least sixty percent (60%) of the panel shall consist of persons not affiliated (member or contractor) with the District. Uniform members of the panel shall be of a rank equal to or higher than the rank of the promotional vacancy.

17.2.2 (v) The District shall approve the scoring criteria to be used in the promotional testing process. The District shall have the sole authority to approve and publish the foregoing information prior to the commencement of promotional testing. To ensure strict security of testing instruments, no personnel other than the Chief (or designee) and essential vendor staff may have access or notice of testing instruments prior to their administration.

17.2.2 (vi) Any volunteer member or outside applicant that has not undergone a District sponsored comprehensive background investigation, psychological evaluation and medical-physical examination shall be scheduled for and successfully pass each element prior to placement on the Promotional Register.

### 17.2.3 Promotional Register

17.2.3 (i) The Promotional Register shall list all promotional candidates in ranked order, highest score to lowest, as determined by applicable veteran's scoring criteria and criteria listed below:

- 1) the promotional candidate's combined score from the assessment exercise and oral interview;
- 2) in the case of a combined register, a preferential bonus of ten percent (10%) for promotional candidates that are employees of the District; or
- 3) in the case of a combined register, a preferential bonus of five percent (5%) for promotional candidates that are volunteer members of the District.

No scoring information shall appear on the published register.

17.2.3 (ii) *Veteran's scoring criteria*: scoring criteria and resulting ranking shall be awarded to qualified veterans as provided for under the provisions of RCW 41.04.010.

17.2.3 (iii) Five (5) business days after the District provides notice to all the promotional candidates, it will post the Promotional Register on a bulletin board in each of the its staffed firestations.

17.2.3 (iv) Promotional Registers shall be valid for up to thirty-six (36) months from date of posting. If the list of promotional candidates on the Promotional Register is exhausted prior to the 36-month period, the Fire Chief may begin the process of establishing a new register.

17.2.3 (v) If the Fire Chief determines the list of promotional candidates on the Promotional Register is not current or large enough for intended future promotional activity, he/she may begin the process of establishing a new Promotional Register.

17.2.3 (vi) The District and Union shall review the process of establishing the Promotional Register upon its completion as an agenda item at the ensuing Labor Management Committee meeting.

#### **17.2.4 Interview Process and Appointment**

17.2.4 (i) No appointment shall be made until the completion of a ten (10) day examination review period (reference Section 17.2.5).

17.2.4 (ii) The Fire Chief shall consider promotional candidates for promotion based on the “rule of three” (meaning the top three ranked candidates, as established by the promotional register results from Section 17.2.3). The “rule of three” is defined as the number of promotional candidates needed for an interview for a single vacant position, plus two. When two or more vacancies exist, the number of promotional candidates shall consist of the number of vacancies plus two up to the maximum number of candidates then currently on the promotion register. In the event of tied rank order (score) among promotional candidates eligible for interview, all promotional candidates with tied scores shall be interviewed.

17.2.4 (iii) The Fire Chief reserves the right to call for a second “rule of three” of promotional candidates, in rank order, from the Promotional Register. The first “rule of three” promotional candidates’ names will remain on the Promotional Register. The Fire Chief shall provide documentation to the Union regarding the reason for requesting the second “rule of three”.

17.2.4 (iv) The District shall make reasonable effort to notify all promotional candidates of the status of the results of the promotional interview process as soon as possible. Promotional candidates are responsible for providing the District their current contact information.

17.2.4 (v) All promoted employees shall serve a probationary period as set forth in Article 6 of this Agreement.

### **17.2.5 Challenges**

17.2.5 (i) Employee and volunteer member promotional applicants shall have the opportunity to review and/or challenge their promotional testing (Section 17.2.2 above) score results. Such review must be requested in writing (including electronic communication) within five (5) calendar days of notification of their total promotional testing score. This review, to be accomplished within ten (10) calendar days of notification of total promotional testing scores, will be conducted by the independent third party vendor and witnessed by the Fire Chief or designee. The applicant is prohibited from making any notations or records during this review.

17.2.5 (ii) Promotional testing scoring errors shall be promptly corrected and adjustments to the Promotional Register shall be made accordingly. No promotional appointments may be made during this review period.

## **ARTICLE 18: DRUG AND ALCOHOL POLICY**

18.1 Employees who are under the influence of alcohol, drugs, or narcotics on the job or who possess, consume, or use the same on the job have the potential to endanger the safety of themselves, their coworkers, and the general public, as well as the efficient and effective performance of their job duties. Employees are thus strictly prohibited from using, selling, possessing or being under the influence of drugs, narcotics, or alcohol while on the job. Similarly, employees are prohibited from abusing and/or improperly using prescription drugs while on the job. Employees who are directed by their health care provider to take prescription drugs shall immediately inform the Fire Chief of this circumstance if there is any job limitation that such use may dictate. Employees shall also comply with the District's Policy 3-06 "Controlled Substances and Alcohol" and as said Policy may be amended from time to time by the District pursuant to Article 13 of this Agreement.

18.2 Employees violating this Article may be subject to disciplinary action, up to and including termination of employment.

18.3 The parties recognize that the District is a "Drug Free Workplace" in compliance with the federal "Drug Free Workplace Act". As such the District, and its employees, shall comply with all of the requirements of federal law (and with Washington State law) relating to drug usage. Please also see (state of Washington has enacted laws which may provide a defense to criminal charges relating to 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 continues to constitute a crime under federal law. As such, nothing in this Article 18 nor in the District's Policy

~~3-06 (which is incorporated herein by this reference). shall be construed as permitting the manufacture, distribution, possession, or use of marijuana by the employees.~~

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~~18.4 The parties have a mutual interest in updating the District's Policy 3-06 (referenced above in this Article 18). The parties intend to engage in negotiations for mutually agreeable updates to Policy 3-06 during the term of this Agreement. After the parties reach agreement on an updated version of Policy 3-06, they acknowledge that it is their mutual intention to reopen and revise this Article 18 to the extent necessary (through a Memorandum of Understanding or otherwise) in order to reflect their agreement.~~

**ARTICLE 19: EMPLOYMENT/CREDENTIAL STATUS**

**Section 19.1 Investigations**

During an internal or external investigation, the employee may, if determined appropriate by the District, be placed on administrative leave or offered non-emergency response duties until the matter is resolved.

**Section 19.2 Credential Suspension/Restriction**

During a protocol restriction/suspension by an outside agency in which a member is not able to perform the essential functions of his/her job, the District may offer up to two (2) calendar weeks of non-emergency response duties to allow this restriction to be resolved. This offer is contingent upon the availability of productive non-emergency response work.

If not resolved within two weeks, the employee may use annual leave and then unpaid leave until this matter is resolved. If this matter is not resolved within ninety (90) days, then the employee will be placed on unpaid leave and will be provided benefits at the employee's cost.

If the protocol restriction has not been resolved within six (6) months, the employee will be separated from employment. If the employee's protocol is reinstated and he/she still meets minimum qualifications, he/she will be placed on a reinstatement-hiring list upon his/her request.

**Section 19.3 Emergency Medical Training**

19.3.1 Employees who are not on duty for any EMT in-service classes provided by the District shall be responsible for re-scheduling and receiving such classes on or off-duty prior to the recertification deadline.

19.3.2 Employees providing emergency medical services skills training shall be approved by the Fire Chief as referenced under Section 11.6 "Assignment of Additional Tasks" of this Agreement. These employees shall be provided with supplemental compensation as identified in Section 10.2.2 of this Agreement. Such employees must

be certified for instructor-evaluator by the Medical Program Director of Thurston County. If the requirements of such certification is substantially changed (and effects the eligibility of the employee to perform emergency medical services skills training), the District and the Union shall meet and confer to address any impacts.

**ARTICLE 20: SEVERABILITY CLAUSE**

If any Article or Section of this Agreement, or any addenda hereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section herein should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby and the parties shall promptly enter into good faith negotiations for the purpose of arriving at a mutually agreeable replacement of said Article or Section.

**ARTICLE 21: ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and no oral statement shall add to or supersede any of the Agreement's provisions.

**ARTICLE 22: JOINT LABOR MANAGEMENT COMMITTEE**

There shall be a Joint Labor Management Committee consisting of up to three (3) representatives of the District and up to three (3) representatives of the Union (or such other composition as the parties mutually agree upon). The Committee shall meet at least once per quarter at a mutually agreeable time. The Committee shall discuss pending labor/management issues.

**ARTICLE 23: DEFERRED COMPENSATION**

In lieu of Social Security (which the employees have voluntarily elected not to participate in):

~~For 2023: (i) the District shall contribute an amount equal to three and a half percent (3.5%) of each employee's base wage into a District approved qualified 457 deferred compensation plan; and (ii) each employee shall contribute, through a payroll deduction, an amount equal to three and a half percent (3.5%) of his/her base wage into a District approved qualified 457 deferred compensation plan.~~

~~For 2024: (i) the District shall contribute an amount equal to four percent (4%) of each employee's base wage into a District approved qualified 457 deferred compensation plan; and (ii) each employee shall contribute, through a payroll deduction, an amount equal to four percent (4%) of his/her base wage into a District approved qualified 457 deferred compensation plan.~~

~~For 2025, 2026, 2027, and 2028: (i) the District shall double the contribution made by an employee, (if any) to their contribute an amount equal to four and a half percent (4.5%) of each employee's base wage into a District approved qualified 457 deferred compensation plan of~~

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~~the employee's choosing – up to 2.5% of the employee's Base Wage (meaning a maximum total contribution by the District of 5%). If an employee chooses to participate but fails to determine what plan to make contributions to then the District shall automatically enroll the employee in the Washington State Department of Retirement managed plan; and (ii) each employee shall contribute, through a payroll deduction, an amount equal to four and a half percent (4.5%) of his/her base wage into a District approved qualified 457 deferred compensation plan.~~

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**ARTICLE 24: HIGHER EDUCATION COST REIMBURSEMENT**

Subject to the requirements and restrictions set forth in this Article 24, the District may reimburse employees for the cost of tuition, associated laboratory fees, and course books/materials upon successful completion of approved accredited college courses relevant to their job duties.

24.1 The maximum amount of reimbursement the District will provide each budget (fiscal) year is ~~\$10,000~~ \$25,000 - for all employees collectively. The maximum amount of tuition reimbursement that any individual employee may receive in a fiscal year is \$2,500. The District will authorize approval for reimbursement funds on a “first come, first served” basis.

24.2 Any employee who desires to receive reimbursement for higher education costs under this Article 24 must: (i) make a written request for such reimbursement to the Fire Chief by June 30<sup>th</sup> or December 31<sup>st</sup> of each year. The Fire Chief shall provide written approval or denial of the requested reimbursement and the amount of reimbursement that the employee shall receive. The Fire Chief, to the extent feasible, will endeavor to equitably distribute the reimbursement funds.

24.3 The employee must obtain a grade of a “B” or higher and provide the Fire Chief with a certified transcript from his/her college substantiating the grade.

24.4 The employee must also provide the Fire Chief with a legitimate and original receipt substantiating the cost of any tuition, associated laboratory fees and/or course books/materials expense for which he/she seeks reimbursement under this Article 24.

24.5 The higher education expense for which the employee seeks reimbursement must be directly related to the pursuit of an AA or higher degree in conformance with an education plan agreed upon in writing with the Fire Chief.

**ARTICLE 25: LIGHT DUTY**

In the event an employee becomes disabled, the District may, in its discretion, allow the employee to return to work in a light duty status subject to the terms and conditions set forth in this Article 25.

25.1 The District must have productive work available that the employee is competent and physically capable of safely and effectively performing in accordance with the conditions set forth by the employee's physician.

25.2 The District shall have the right to terminate the light duty assignment at any point if determined appropriate in its discretion.

25.3 The light duty assignment is contingent upon the medical prognosis of a recovery by the employee from his/her disability and return to his/her regular job duties (either with or without a reasonable accommodation) within a reasonable period of time.

25.4 The light duty assignment must be initiated by a request in writing from the employee and must be approved by the Fire Chief.

25.5 The maximum time that will be allowed for assignment to light-duty status is sixty (60) calendar days; provided that, upon written request of the employee and approval by the Fire Chief, the sixty (60) calendar day period may be extended to, but in no case exceed, a total period of six (6) months. Consideration of the extension may be based upon the medical prognosis of the employee being able to return to his/her regular job duties (either with or without a reasonable accommodation) within a reasonable period of time after said extension in accordance with the opinion of a qualified physician.

25.6 If the District disagrees with the opinion of an employee's physician regarding his/her ability to safely perform light duty work or to safely return to work and perform his/her job duties, the District shall have the right to have the employee examined by a physician of its choosing to determine the extent of the employee's disability, ability to perform light duty safely and effectively, and/or ability to return to his/her regular job duties (either with or without a reasonable accommodation). If the opinions of the employee's physician and the District's physician differ, then the employee shall be examined by a third (and independent) physician mutually agreed upon by the District and the Union. The opinion of this third-party independent physician shall be binding in regard to the employee's ability (or lack of ability) to safely perform light duty work or to return to his/her regular job duties.

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

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**Section 26.1 Mergers, Etc.**

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In the event the District elects to merge, combine, or consolidate with another Fire Service entity during the term of this Agreement, the District, upon request, will negotiate the impacts of said decision (if any) upon the employees' wages, hours, and working conditions.

**ARTICLE 27 6: TERM**

This Agreement shall be deemed effective on January 1, ~~2026~~ 2023 and shall remain in full force and effect until December 31, ~~2028~~ 2025.

The parties agree that this Agreement may be signed in counterparts and that the parties signing below have the authority to execute this Agreement and bind their respective entity.

**THURSTON COUNTY  
FIRE PROTECTION DISTRICT 8**

**IAFF, LOCAL 2903**

By: \_\_\_\_\_  
Chair, Board of Fire Commissioners

By: \_\_\_\_\_  
~~Jim Green~~ Chris Ross, President

By: \_\_\_\_\_  
Fire Commissioner

By: \_\_\_\_\_  
Brent McBride  
Bargaining Unit Representative

By: \_\_\_\_\_  
Fire Commissioner

By: \_\_\_\_\_  
Fire Commissioner

By: \_\_\_\_\_  
Fire Commissioner

## Labor Agreement, Section 11.1.3 Appendix “A”

This Appendix “A” addresses the implementation of Kelly Days or Debit Days (for employees working 24-hour shifts) in order to conform to the maximum of FLSA 7(k) exemption.

### 11.1.3.A Twenty-Four (24) Hour Shift Employees

**11.1.3.A (1)** The normal workweek for employees so assigned shall be routinely scheduled as one (1) work day (duty shift) consisting of twenty-four (24) working hours per work day, followed by one (1) day (24 hours) off duty, followed by one (1) work day (duty shift), followed by one (1) day off duty, followed by one (1) work day (duty shift), followed by ninety-six (96) hours off duty. This is commonly referred to as a 3-platoon system, consisting of 3 platoons, A, B, and C.

### 11.1.3.B Work Hour Reduction

**11.1.3.B (1)** A Kelly Day is defined as a single 24-hour compensated duty day, which is not worked in order to reduce the total hours of work for an employee within each FLSA 7(k) period.

**11.1.3.B (2)** The Kelly day schedule shall be prepared and administered by the District using a position-based seniority bid system. The District will provide an annual calendar of Kelly Day dates, with some key scheduling dates excluded (e.g. coverage during high vacation load, stand-by on high-risk days, etc.) in order to provide for sufficient staffing levels and to minimize the District’s overtime expenses. Picks will be done with each employee picking one before moving on to the next senior employee until the list is exhausted and is repeated for remainder of picks. Picks will be made after the vacation pick cycle but finalized and approved by the Fire Chief or designee no later than one (1) week after the annual leave selection date in Article 15.2.3. The final schedule is subject to approval by the Fire Chief.

**11.1.3.B (3)** The employee shall have the right to request a change of Kelly Day, provided the Kelly Day shall be taken during the FLSA period in which it is scheduled. The Fire Chief or his designee may grant such a request at their discretion.

**11.1.3.B (4)** After leave schedules have been established for a given year, necessary Kelly Day leave for new employees shall not impact prescheduled leave for incumbent Bargaining Unit member.

**11.1.3.B (5)** Kelly Days will be assigned for any new employees hired after leave schedules have been established for the year.

**11.1.3.B (6)** The employees shall schedule 13 Kelly Days pursuant to the process set forth above in Sections 11.1.3.B(1) through 11.1.3.B(5). In addition to those 13 Kelly Days, the employees shall receive two (2) additional “floating” Kelly Days (for a total of 15 Kelly Days), to be scheduled pursuant to the following parameters:

(i) No employee may take more than two (2) Kelly Days during any 27-day FLSA cycle;

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(ii) Each employee shall take one (1) of their floating Kelly Days between January and June. Each employee will schedule this Kelly Day no later than January 1<sup>st</sup> of each year; and

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(iii) Each employee shall take their second floating Kelly Day between July and December. Each employee will schedule this Kelly Day no later than July 1<sup>st</sup> of each year;

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