

# **Labor Agreement**

By and between



**Thurston County Fire District Three**

(Lacey Fire District Three)

And



**International Association of Firefighters**

**Local #2903**

**January 1, 2016**

**To**

**December 31, 2018**

# LABOR AGREEMENT

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## **PREAMBLE**

This Agreement is entered into by Thurston County Fire District Three (hereinafter referred to as the **Employer**) and the International Association of Firefighters Local # 2903 (hereinafter referred to as the **Union**).

### **ARTICLE 1            PURPOSE OF AGREEMENT**

It is the purpose of this Agreement to set forth the entire agreement between the Employer and the Union in regard to wages, hours and working conditions so as to promote efficient and uninterrupted performance of Employer functions. It is also intended to provide recognition for the rights and responsibilities of the Employer, the Union and the employees in the bargaining unit.

### **ARTICLE 2            PREVAILING RIGHTS**

The Union shall have all rights as set forth in this Agreement and by law.

### **ARTICLE 3            POLICIES**

#### **Section 1      Recognition**

The Employer recognizes the Union as the exclusive bargaining representative for all full-time, uniformed personnel employed by the Employer as listed in Appendix A and as defined by RCW 41.26.030 [16 (a-h)].

#### **Section 2      Union Security**

- A. It is recognized that the negotiations and administration of this Agreement entail expenses that appropriately are shared by all employees who are beneficiaries of this Agreement. The terms and conditions of this Agreement with regard to Union membership or the payment of an agency shop fee or alternatives are set forth below in accordance with RCW 41.56.
- Any employee, who is a member of the Union on the execution date of this agreement or becomes a member thereafter, shall maintain his membership in good standing in the Union during the life of this Agreement. “Member in good standing” shall refer to an individual who maintains the dues, fees, and assessment requirements of the Union and who has not voluntarily withdrawn from membership, become ineligible for continued membership, or been suspended or expelled as provided in the Constitution and By-Laws of the International Constitution and By-Laws or the Constitution and By-Laws of the Union.
  - Employees may choose to become members of the Union and pay a regular agency shop fee equivalent to the established dues of the Union. Employees choosing non-association, based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member, shall pay an amount of money equivalent to regular Union dues and initiation fee to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union, pursuant to RCW 41.56.122.
  - The Employer agrees to the deduction of regular monthly dues and assessments uniformly levied by the Union for those employees who request in writing to have their regular monthly Union dues and assessments deducted on the basis of individually signed voluntary check-off authorization cards, which are filed with the Finance Office. New employees who fail to

authorize payroll deductions, will have regular monthly dues and assessment fees deducted from their salary and paid to the Union pursuant to RCW 41.56.110. Such deductions shall be remitted to the Union Treasurer and the Union agrees to indemnify and hold the Employer harmless against any and all, claims, suits, orders and other judgments brought or issued against the Employer as a result of the Dues Deduction System.

- B. The Union agrees to indemnify and save the Employer harmless against any liability which may arise by reason of any action taken by the Employer to comply with the provisions of the Section above, including reimbursement for any legal fees or expenses incurred in connection therewith. The Employer agrees to notify the Union promptly in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement the provisions of this item and, if the Union so requests in writing, to surrender claims, demands, suits or other forms of liability.

### **Section 3 Non-discrimination**

- A. The provisions of this Agreement shall apply to all employees in the bargaining unit without unlawful discrimination as to age, marital status, race, color, creed, religion, national origin, mental, sensory or physical disability, sex, sexual orientation, or Union affiliation. The Union shall share equally with the Employer the responsibility for applying the provisions of this Agreement.
- B. All references to employees in this Agreement designate both sexes.
- C. The grievance procedure of Article 25 shall apply to any disputes under this Article, provided, however, that the arbitration provisions contained in Step 3 shall not apply, except in the case of discrimination for union affiliation and the decision of the Employer at Step 2 shall be final with respect to any claim of violation of this Article.

## **ARTICLE 4 MANAGEMENT RIGHTS**

- A. The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers or authority which the Employer has not specifically abridged, delegated or modified by this Agreement are retained by the Employer, including but not limited to the right to contract for services of any and all types; provided that the effects of any decision to contract out will be subject to negotiations pursuant to RCW 41.56.

The direction of its working force and operations are vested exclusively in the Employer. This shall include, but not be limited to the right to:

- Direct employees;
  - Hire, promote, transfer, assign, retain and lay off employees;
  - For just cause, suspend, demote, discipline, and discharge employees;
  - Maintain the efficiency of the operation entrusted to the Employer;
  - Determine the methods, means and personnel by which such operations are to be conducted and the hours of operation;
  - Determine shift starting and ending times.
- B. Any changes in management rights not enumerated above affecting wages, hours and working conditions shall be made in accordance with RCW 41.56.

## **ARTICLE 5      PERFORMANCE OF DUTY**

- A. The Employer and the Union agree that the public interest requires the efficient and uninterrupted performance of all Employer services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to the objective.
- B. During the life of this Agreement, the Union shall not cause or condone any work stoppage, strike, slowdown, or sickout, nor will the employees engage in any such acts, and should the same occur, the Union agrees to take all reasonable steps to end such interference.

## **ARTICLE 6      WAGES**

### **Section 1      Salaries**

The base salaries to be paid to employees and the wage differential between position classifications are set forth in Appendix A

- A. Step increases for employees hired after January 1, 2012 will be tied to the following:
  - Step 2: At least one year of service; successful completion of an agreed upon, accredited recruit academy; successful completion of Fire District specific orientation and training; satisfactory completion of first (1<sup>st</sup>) year JATC requirements.
  - Step 3: At least one year at Step 2; satisfactory completion of second (2<sup>nd</sup>) year JATC requirements.
  - Step 4: At least one year at Step 3; satisfactory completion of third (3<sup>rd</sup>) year JATC requirements.
  - Step 5: At least one year at Step 4.

### **Section 2      Cola Adjustments**

During the life of this contract, bargaining Unit Personnel will receive COLA increases equal to the following:

- For 2017, the 2016 base salary shall be increased by 2.5%.
- For 2018, the 2017 base salary shall be increased by 2.75%

### **Section 3      Technician Pay**

- A. Employees assigned to a qualified technical position shall receive Technician Pay in the amount of one and one-half percent (1.5%) of top step firefighter.
- B. The following positions qualify for Tech Pay:
  - a. SCBA Tech
  - b. OTEP Evaluator/Instructor
  - c. Peer Fitness Trainer
  - d. Fire Investigator
  - e. Fully qualified SORT team member
  - f. Fully qualified Water Rescue Technician

- C. For all skill sets deemed acceptable for Technician Pay, mutually acceptable job descriptions and performance benchmarks for each technical position shall be agreed to prior to implementation but no later than January 1, 2017. Once implemented, Technician Pay for the approved positions shall not exceed three percent (3%) of top step firefighter per employee.

**Section 4 Longevity Pay**

In recognition of continuous service to the Employer, the base wage of an employee shall be adjusted by the longevity percentage commensurate with service tenure as follows:

<b>Service Tenure</b>	<b>Percentage</b>
At 61 to 120 months	2%
At 121 to 180 months	4%
At 181 to 240 months	6%
At 241+ months	8%
<b>Wage Index</b>	<b>Step 5 FF</b>

**Section 5 Military Credit**

- A. Members who are honorably discharged from a branch of the US Armed Services shall be granted years of service, equal to years of active duty, for the purpose of determining “service tenure” when calculating longevity.
- B. No more than 5 years of Active Duty time shall be counted for this purpose.
- C. Active Duty time may only be used to count towards a member’s first Longevity step.

**Section 6 Retroactive Pay**

- A. When a Labor Agreement settlement is achieved after the expiration date of the previous Agreement, all Bargaining Unit employees shall be paid for all due wages and benefits within forty-five (45) calendar days from an agreed upon new Agreement implementation date. Retroactive pay shall be calculated from the expiration date of the previous Agreement to the agreed upon new Agreement implementation date.
- B. The Employer will provide retroactive pay to employees, who retire during a contract period prior to contract settlement when the previous contract has expired. Retroactive pay will not be granted to employees who resign, are terminated or are temporary employees who either resign or complete the term of their temporary assignment during the negotiation period.

**ARTICLE 7 HOURS OF WORK**

**Section 1 Standard Workweek**

The Union and Employer recognize that employees covered by this Agreement will generally work a standard forty (40) hour workweek or a fifty-six (56) hour workweek or as otherwise negotiated with the Union.

**Section 2 Forty (40) Hour Workweek**

Schedules for employees assigned to a forty (40) hour workweek will be mutually agreed upon by the Employer, Union, and employee prior to implementation. The FLSA period for employees assigned to a 40 hour workweek will consist of 14 consecutive days beginning on Monday and ending on Sunday.

### Section 3 Twenty-Four (24) Hour Shift Employees

- A. 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 two (2) days (48 hours) off duty.
- B. Beginning January 1, 2017, The normal workweek for employees so assigned shall be routinely scheduled as one (1) work day (duty shift) consisting of twenty-four (24) hours, followed by forty-eight (48) hours off, followed by (1) work day (duty shift) consisting of twenty-four (24) hours, followed by ninety-six (96) hours off duty. This is commonly referred to as a 4-platoon system, consisting of 4 shifts, A, B, C, and D, and will reduce the workweek from 48.77 hours to 48.58 hours.
- C. The use of Debit Time (Shifts worked in addition to the assigned schedule listed above) shall be used to balance time worked vs time paid. For 2017, the number of Debit shifts owed the department, by each member, shall equal 14 shifts (336 hours), to accommodate for a 48.58 hour workweek. Workweek calculation is determined as follows:

- 1. Hours Scheduled + Debit Time – Holiday hours = hours worked/year
  - Hours Scheduled = 365 days / 4 shifts = 91.25 shifts x 24 hours = 2190 hrs/year
  - Debit Time = 14 Shifts x 24 hours = 336 hours
  - 2190 + 336 = 2526 hours per year / 52 weeks = 48.58 hours per week

- D. The move to the 4-Platoon model will be done on a one (1) year trial basis.
  - 1. The trial shall be evaluated in July of 2017 for determination of continuance or reversion to 3-Platoon.
- E. All members to receive promotions associated with the schedule change will be identified on, or before, July 1, 2016.

### Section 4 Scheduling

- A. The Employer may, in accordance with established procedures, assign employees to any of the two recognized workweeks (40 hours or 24 hour shift) in accordance with the needs of the Employer. Assignments shall only be made to positions or work which is currently being performed by the Bargaining Unit unless an agreement is negotiated between the Employer and the Union. Except in cases of catastrophic emergency, no responder shall work for more than 48 consecutive hours without a minimum 8-hour period away from duty.
- B. In emergencies, or to accommodate special training, employees will be given two (2) weeks' notice of a change in their regular workweek assignment. By mutual consent of the Employer, employee, and consult with the Union, the two (2) weeks' notice may be waived and/or the employee may be assigned temporarily to a non-regulation workweek for the purpose of temporary or special projects or activities.
- C. Employees may be temporarily assigned to the Training Office for project work. Such temporary assignments shall not exceed 3 months, and shall receive a 5% premium pay based on their base monthly wage. Light Duty assignments do not qualify to receive premium pay.

### Section 5 Shift Trades

- A. Employees may trade shift days provided that the trade is between employees with similar positions/assignments or an ability to act in such positions/assignments; the trade does not result in overtime; the trade meets the provisions of and is documented on a shift exchange form. The Fire Chief or his designee may grant such a request at their discretion.

- B. In the event an employee reports in absent for a shift trade, the following shall apply:
- The member designated “trade-on” will be deducted vacation leave from their leave bank commensurate to the hours agreed to in the shift trade or 1 1/2 times the hours agreed to if overtime is incurred to cover the vacancy.

## **Section 6 Shift Transfers**

When a shift vacancy exists, employees may request a shift transfer by submitting a letter of interest to the Fire Chief, or his designee. Should the Employer determine a need to assign an employee to a new shift, the Employer will first consider transfer requests. If no transfer requests have been submitted, then an employee will be selected using reverse seniority, unless another work priority takes precedence.

# **ARTICLE 8 LEAVE**

## **Section 1 General Provisions**

Prior to August 1<sup>st</sup> of each year, the Labor Management Committee shall meet to review Kelly Day, personal holiday, and annual leave in order to project the number of shift positions regularly needed to be available for leave use/scheduling.

## **Section 2 Work Hour Reduction for 3 Platoon**

- A. A Kelly Day is defined as a single 24-hour normally scheduled duty day, which is not worked in order to reduce the total hours of work for an employee.
- B. The Kelly day schedule shall be prepared and administered by the Employer using a position based seniority bid system.
- C. During 2016, Kelly Days shall be used as follows: Sixteen (16) Kelly Days shall be taken to reduce the scheduled workweek to approximately 48.77 hours per week. One Kelly day shall be taken in each of the sixteen, twenty-three (23) day, FLSA periods.
- D. 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, provided that such change does not result in overtime. The Fire Chief or his designee may grant such a request at their discretion.
- E. When necessary to schedule Kelly Day leave, the least senior employee shall surrender vacation leave in any FLSA period.
- F. 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.
- G. Kelly Days will be assigned for any new employees hired after leave schedules have been established.

### Section 3 Holidays

- A. The following shall be recognized as holidays for all employees in the bargaining unit:
- New Years Day .....January 1<sup>st</sup>  
Martin Luther King Day ..... Third Monday in January  
Presidents Day ..... Third Monday in February  
Memorial Day ..... As observed by the State of Washington  
Independence Day .....July 4<sup>th</sup>  
Labor Day ..... First Monday in September  
Veteran's Day ..... November 11<sup>th</sup>  
Thanksgiving ..... Fourth Thursday in November  
Day after Thanksgiving .....Friday after Thanksgiving  
Christmas Day ..... December 25<sup>th</sup>
- B. Forty (40) hour per week employees: In the event a recognized holiday falls on a Saturday, the preceding Friday shall be observed. In the event a recognized holiday falls on a Sunday, the following Monday shall be observed.
- C. Twenty-four hour shift employees: Those Shift employees who work during the 24-hour period beginning on Independence Day, Thanksgiving Day, and Christmas shall be compensated at a rate of two (2) times the regular rate of pay for actual hours worked.
- D. Each calendar year, five (5) floating personal holiday leave days may be taken at the request of each employee with the approval of the Fire Chief or his designee.
- One Personal Holiday will be accrued for each full three-month period worked. For leave accrual purposes, any time worked in a month will constitute working the entire month.
  - All employees employed by the District on January 1<sup>st</sup> of a year shall be granted 1 Personal Holiday. This Holiday time shall be available for immediate use in year earned.
- E. For the life of this agreement, employees may annually sell back up to forty-eight (48) personal holiday hours at their regular hourly rate. Employees must declare the intent to use , cash out, or use personal holiday hours to “buy down” Debit hours by August 31st of the prior year. If not scheduled or designated for cash out, unused personal holiday hours – up to a maximum of forty-eight (48) hours – will be cashed out in the first paycheck of January following the year accrued.

### Section 4 Vacation (Annual) Leave

- A. Each employee covered under this Agreement shall accrue vacation (annual) leave based on length of time in service according to the schedule in Appendix B. Accrual shall be on a pro-rata basis according to the length of time actively served and the schedule in Appendix B. Accruals will be credited monthly. For leave accrual purposes, any time worked in a month will constitute working the entire month.
- B. Vacation leave accruals will be suspended for employees absent greater than 90 days for a non-occupational medical condition in accordance with the mutually agreed upon Long-Term Disability policy and as permitted by applicable law.

- C. Requests for leave shall be considered and granted on a seniority basis when submitted for approval on or prior to December 15<sup>th</sup> of the prior year. These requests shall be in 24-hour increments for shift personnel.
- D. All requests for leave submitted on or after December 16<sup>th</sup> shall be considered on a first-come-first-served basis and may be in 24-hour increments or less.
- E. Vacation leave shall be deducted from the employee's accrual on an hour-for-hour basis.
- F. Vacation leave may only be accumulated up to a maximum of 240 hours. The employee may accumulate all earned vacation throughout the year, providing that the ending vacation leave balance on December 31<sup>st</sup> of each calendar year does not exceed 240 hours. By September 30<sup>th</sup> if the employee does not schedule adequate vacation leave to bring the year-end balance below the 240 hour maximum, the Employer may schedule annual leave so that the maximum accrual does not exceed the limit established in this article.
- G. Employees unable to use vacation leave due to extended absence may request a carry forward of up to 48 hours in excess of the established limit. Hours carried forward must be used within twelve months of the employee's return to duty.
- H. Employees shall be paid at their regular rate of pay for any unused accrual of vacation time to a maximum of 240 hours when they are permanently separated from the service of the Employer for any reason.

## **Section 5 Sick Leave**

- A. New employees will be credited with one hundred and forty-four (144) hours of sick leave at their starting date but shall not accumulate additional time until after the first four (4) months of employment.
- B. After the first four (4) months of employment, employees shall accrue sick leave at a rate of twenty-four (24) hours for each full month of service.
- C. Sick leave may be accumulated up to a maximum of 1440 hours. Employees may accumulate all earned sick leave throughout the year, providing that the ending balance as of December 31<sup>st</sup> of each year does not exceed 1440 hours.
- D. Sick leave accruals will be suspended for employees absent greater than 90 days for a non-occupational medical condition in accordance with the mutually agreed upon Long-Term Disability policy and as permitted by applicable law.
- E. Accumulated sick leave may be used only for bona fide illness or injury of the employee; or, for such other purposes as are permitted by the Employer's Family and Medical Leave policy; or, for the death of a member of the employee's household or a relative of the employee; or, for such purposes permitted by applicable law.
- F. An employee may use accrued sick leave to care for a dependent child who has a health condition or illness that requires their treatment and/or supervision; or, for such other purposes permitted by applicable law. An employee who exhausts all accrued sick and other paid leave, including annual leave, for the purpose just stated, may continue on unpaid leave for so long as permitted by applicable law.
- G. Leave for adoption of a child; use of sick leave shall be allowed for appointments with adoption agencies, social workers and attorneys, court proceedings, required travel and any other activities necessary to allow the adoption of a child to proceed, and for such purposes as permitted by applicable law. Upon adoption, the employee may use sick or other accrued paid leave, including

annual leave, for the care of the adopted child. If paid leave is not available, leave without pay must be allowed as permitted by applicable law.

- H. Paternity and maternity leave for the birth of child; use of sick leave shall be allowed in accordance with the Family and Medical Leave Act (FMLA) and other applicable law. If paid leave is not available for such leave, leave without pay must be allowed.
- I. In the case of employees who are absent due to illness or injury for which they are receiving payment from the Department of Labor and Industries, the difference between the employees' regular salary and the amount received from L & I shall be shared equally between the employee and the Employer. The employee's portion shall be charged on a pro-rata basis from their sick leave until exhausted and then from other accrued leave thereafter.
- J. If an employee has exhausted his sick leave, he may draw up to three days or three shifts, based on his work, against the sick leave he will earn in the future, in accordance with rule or law as it relates to an on-the-job injury that results in a temporary disability.
- K. Employees may request member-to-member shared leave, in accordance with the policy and procedures mutually agreed upon by the Labor Management Committee.

## **Section 6 Sick Leave Compensation**

- A. Employees or their dependent survivor(s) will be paid for any accrued sick leave at the employee's current rate of pay under the following specific terms:
  - Upon resignation or layoff, employees with five (5) or more years of service shall be paid a total of fifteen percent (15%) of the employee's sick leave balance at separation or the average end-of-calendar-year sick leave balance for the most recent three (3) full years, whichever total is lower.
  - Upon retirement or the award of a duty disability pension, employees with five (5) or more years of service shall be paid a total of fifty percent (50%) of the employee's sick leave balance at separation or the average end-of-calendar-year sick leave balance for the most recent three (3) full years, whichever total is lower.
  - In the event of a line-of-duty death as defined by State of Washington, the employee's designated sick leave beneficiary shall be paid a total of one hundred percent (100%) of the employee's sick leave balance at the time of death.
- B. Employees eligible for retirement or awarded a duty disability pension with twenty (20) or more years of service shall be paid a total of seventy-five percent (75%) of the employee's sick leave balance or the cash value equivalent of four hundred and fifty dollars (\$450.00) per month for every month up to the age of sixty-five (65). Employees may request member-to-member shared leave and notification and payment shall be as follows:
  - Payment for retirees or duty disability pensions will be made in three (3) installments over a three (3) year period; one-third (1/3) at separation, one-third (1/3) mid-year of the second year, and one-third (1/3) mid-year of the third year.
- C. All payments under A and B of this section shall be allocated into the employee's, Employer adopted, HRA VEBA Medical Reimbursement Plan.
- D. December 31<sup>st</sup> of each year, members with a balance in their sick leave bank exceeding 1440 hours will have their balance reduced to 1440 hours. Any hours above the 1440 hour "cap" shall be applied to the Employee's MERP plan at 25% of the employee's hourly rate.

## **ARTICLE 9           FITNESS**

### **Section 1     Peer Fitness Program**

Both parties agree to the IAFC/IAFF Fire Service Joint Labor Management Wellness/Fitness Initiative as a voluntary, non-punitive wellness program.

### **Section 2     Wellness Schedule**

A priority schedule for one hour of wellness time shall be granted to all on-duty employees between the hours of 0800 and 1000.

### **Section 3     Mandatory Medical Physicals**

- A. Employees will complete an annual mandatory medical physical consistent with mutually agreed to criteria. Medical physicals will be provided by a mutually acceptable provider, conducted on site (when possible), and paid for by the employer. No individual results other than those required by the WAC (currently respiratory fitness questionnaire) will be shared with the employer, with the exception of “fit” or “not fit”.
- B. Employees not completing an annual mandatory medical physical will be scheduled for such by the Employer and the medical physical will be conducted by the Employer’s Licensed Health Care Professional.

### **Section 4     Fitness Assessments**

- A. Employees will complete an annual mandatory fitness assessment with a certified Peer Fitness Trainer. Assessment results will be confidential and non-punitive.

### **Section 5     Fit for Duty/Return to Work**

- A. Any employee, who is absent from work for three (3) or more shifts for a medical reason, prior to returning to work shall be required to submit the employer approved “Return to Work Release” form to their shift supervisor.
- B. Employees absent from work more than three (3) shifts but less than ninety (90) days for a medical reason shall be allowed to return to work based upon the findings of a Fit-for-Duty evaluation by the employee’s Licensed Health Care Professional (LHCP).
- C. Any employee, who is absent from work for ninety (90) days or more for a medical reason, prior to returning to work shall be required to attend a “Fit-for-Duty” examination conducted by the Employer’s Licensed Health Care Professional. This examination shall be specific to the employee’s illness / injury, shall require the employee to disclose related prescription medications to the Employer’s LHCP, and shall not require the employee to submit to drug screening understanding that a mutually agreed upon standardized process is under development by the Labor Management Committee.
- D. Employees shall comply with all scheduling and Employer notifications as indicated on Fit for Duty and Return to Work forms and in policy.
- E. Employees absent from work for twelve (12) months with an anticipated inability to return will be evaluated in accordance with the mutually agreed upon Long-term Disability policy.
- F. The employee shall incur no cost for the Employer’s Fit-for-Duty examination and shall be compensated for travel and examination time provided the examination occurs when the employee is not regularly scheduled for work. The employee shall be reimbursed for necessary travel

mileage expense at the current Employer's mileage rate, if the examination requires the use of the employee's personal vehicle.

- G. The Union and the Employer will continue to work together in joint Labor Management sessions to develop a progressive and consistent medical rehabilitation program that ensures a competent and safe return to duty.

## **Section 6 Substance Abuse and Rehabilitation**

The Labor Management Committee will research and discuss options for implementation of a substance abuse and rehabilitation program, with a scheduled implementation date of January 1, 2017.

## **Section 7 Mental Health**

The District and Union mutually agree to the importance of regular recurring mental health training, and agree to continue to work together on programs to strengthen the behavioral wellness of the members.

## **Section 8 Light Duty**

- A. During an approved recovery / rehabilitation period, the employer may grant light or alternative duty work assignments following a request from the employee, provided:
- Such work is available; and,
  - The attending Licensed Health Care Professional releases the employee for this light or alternative work.
- B. Employees shall typically be assigned to a forty (40) hour work week schedule unless an alternative schedule is mutually agreed upon by the Employer and the Union.
- C. Employees requesting a twenty-four hour shift light duty assignments must have a Licensed Health Care Professional's release for a minimum of emergency operation of light vehicles.

# **ARTICLE 10 OVERTIME**

## **Section 1 Compensation**

- A. When scheduled by the Employer, compensation for overtime shall be paid at the rate of time and one-half (1-1/2 times) the employees regular hourly rate of pay, computed to the nearest one-half (1/2) hour for all hours worked beyond the employees normal work schedule.
- B. Employees working a forty (40) hour workweek will receive overtime compensation for all hours in addition to the mutually agreed upon assigned work schedule, inclusive of Employer observed holidays and exclusive of meal periods. Leave without pay hours will reduce overtime pay in the same bi-weekly pay period.
- C. Employees working on overtime beginning on Independence Day, Thanksgiving, and Christmas will be compensated at a rate two and one half (2 ½) times the regular rate of pay for actual hours worked. These hours are equivalent to the sum of the employee working an overtime shift compensated at one and one half (1 ½) times the regular rate of pay for actual hours worked and one (1) times the regular rate of pay for actual hours worked on Independence Day, Thanksgiving, and Christmas.

## **Section 2 Meetings and Training**

- A. Employees shall be granted overtime compensation for off-duty time spent in attendance at meetings and training sessions as required by the Employer and when the training is not offered on shift, when required by the Employer to respond to alarms when off duty, or when working past

shift. Training shall not be considered required by the Employer when it results from certification, recertification or other qualification requirements established by the federal, state, county or city governments or governmental authorities.

- B. The Employer agrees to compensate Firefighters with a paramedic certification for in-service time reimbursed by Medic One at the overtime rate. In addition, overtime compensation shall be paid for travel time incurred while off duty en route to and from training classes outside the District when such training time is required by the Employer. Travel time shall be calculated as the time which would elapse from departure from the District Headquarters Station to the training site by the most direct route available.

### **Section 3 Emergency Call-Back Pay**

If an employee is required to report back for unscheduled duty, he shall be compensated a minimum of three (3) hours at the overtime rate; provided, that this call-back pay shall only apply when an employee has been relieved of duty and is required back on duty. The call back pay is not intended for non-emergency, scheduled Employer business.

## **ARTICLE 11 OUT OF CLASS/CALLBACK**

### **Section 1 Eligibility**

- A. Any Bargaining Unit member temporarily assigned the responsibilities and duties of a position above that which he normally holds shall be eligible for acting out of class pay which shall be applicable as of the first hour of such designation. Such temporary assignments will be offered 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 to fill a vacancy, then other members will be assigned based on the following qualifications:

#### **Battalion Chief**

- Another Battalion Chief; or,
- A Captain with four (4) years combined continuous service as a Captain and/or Lieutenant and completion of the Battalion Chief Mentor Program; or,
- A Lieutenant with four (4) years as a lieutenant, completion of IFSAC Fire Officer 2 and completion of the Battalion Chief Mentor Program.
- Other qualifications which may be established through a Labor Management agreement and formalized in a Memorandum of Understanding.

#### **Captain**

- Another captain; or,
- A lieutenant with 2 years as a lieutenant, completion of IFSAC Fire Officer 2, and approvals of the Supervisor and the Deputy Chief of Operations.
- Other qualifications which may be established through a Labor Management agreement and formalized in a Memorandum of Understanding.

#### **Lieutenant**

- Another lieutenant; or,
- A firefighter with 4 years as a firefighter and completion of IFSAC Firefighter I, Firefighter II,

Fire Officer 1, Fire Instructor 1, and Incident Safety Officer. Completion of the Lieutenant Mentor Program and On-Line Blue Card training.

- B. Employees hired prior to April 1, 1995, will be granted “historical recognition” by the Employer for completion of competencies equivalent to NFPA 1021-1 and 1021-2 and will be eligible for out-of-class assignments.

## **Section 2 Training**

Out-of-class training and certifications may be offered internally and will incur no tuition or registration costs to the employee. External training and certifications 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 by the Fire Chief or his designee.

## **Section 3 Out-of-Class Pay**

An employee eligible for out-of-class pay as outlined in Section 1 above shall be paid at a rate equivalent to the first pay step of the higher classification.

# **ARTICLE 12 PROMOTIONAL PROCESS**

All promotions for all full-time, uniformed personnel (as defined by RCW 41.56.030 [7]) employed by the Employer and as listed in Appendix A shall be based on merit and fitness as ascertained through an open competitive examination process among Bargaining Unit personnel who meet all established prerequisites.

## **Section 1 General Provisions**

The following provisions shall apply to all promotions among positions listed in Appendix A:

- A. All examinations shall be impartial and shall relate to those matters which will fairly examine the candidates’ ability to discharge the duties of the relevant position.
- B. Eligibility to apply for entrance into a promotional examination process for the positions listed in Appendix A shall require:
- Out-of-Class qualification at the desired level of promotion. Beginning in 2015, members must be out-of-class qualified for one year prior to application for promotion;
  - Five (5) years continuous service with the Employer as a Firefighter to apply for promotion to the rank of Lieutenant;
  - Current Lieutenant with two (2) years continuous service with the Employer as a Lieutenant to apply for promotion to Captain.
  - Current Captain with five (5) years of combined continuous service as a Lieutenant and/or Captain to apply for promotion to the rank of Battalion Chief.
  - Current Lieutenant with five (5) years continuous service with the Employer as a Lieutenant to apply for promotion to the rank of Battalion Chief.
  - Other provisions which may be established through a Labor Management agreement and formalized in a Memorandum of Understanding

## **Section 2 Notification and Examination Preparation**

No later than twelve (12) months prior to the expiration of the promotional register, the Union and the Employer will identify the timelines and methods for notification, application, and subject matter.

### Section 3 Promotional Process

The promotional process shall consist of the following components:

- A. Initial screening assessment
- B. Peer review ..... 20%
- C. Assessment lab ..... 40%
- D. Oral Board ..... 40%
- E. Service credit ..... (See Section 4E)
- F. Education credit: ..... (See Section 4F)
- G. Chief’s interview (conducted at time of vacancy)

### Section 4 Scoring

An applicant’s total score shall be the sum of points earned on the peer review, assessment lab examination, and the oral board along with any points earned by service credit or educational credit. The total maximum number of points earned is three hundred twenty (320).

- **Initial Screening Assessment**

Applicant’s performance on the supervisory suitability and knowledge, skills, and abilities written examination component of the promotional process shall be used as a screening tool to determine the number of candidates advancing to the Assessment Lab Examination.

- The number of available Assessment Lab Examination slots shall be determined by the employer and Vendor.
- The number of highest scoring applicants advancing shall be equivalent to the number of available Assessment Lab Examination slots. If any highest scoring applicant(s) elects not to advance then the next highest scoring applicant(s) will be eligible to advance up to the number of available slots.

- **Peer Review; 60 points**

Scoring and scope, will be determined by the Labor Management Committee with consult of the Promotional Process Committee and Vendor.

- **Assessment Lab Examination; 120 points**

An applicant’s performance on the assessment lab examination component of the promotional process shall be scored as follows:

- The total number of correct examination responses shall be divided by the total number of examination questions; the numerical result shall be the percentage of correct responses.
- The percentage of correct responses shall be multiplied by “120” and the numerical result shall be the total number of points earned by the applicant on the assessment lab examination component.

- **Oral Board; 120 points**

An applicant’s performance on the Oral Board examination component of the promotional process shall be scored as follows:

- The total number of correct examination responses shall be divided by the total number of examination questions; the numerical result shall be the percentage of correct responses.

- The percentage of correct responses shall be multiplied by “120” and the numerical result shall be the total number of points earned by the applicant on the Oral Board examination component.
- **Service Credit: 10 points**  
1/2 point will be added to each applicant’s score for each full year of continuous service with the Employer, up to a maximum addition of ten (10) points.
- **Education Credit: 10 points**  
A maximum of ten (10) points will be added to each applicant’s score based upon documented credit achievement from an accredited school of higher education.
  - Quarter systems; multiply transcript credits by .0556.
  - Semester systems; multiply transcript credits by .0834.
- **Minimum Scores**
  - Any components requiring a minimum passing score will be predetermined by the employer and vendor and published prior to implementation of the promotional process
  - If a candidate does not achieve a minimum passing score on a component with such requirements, then the candidate will not be placed on the promotional registry. The Employer shall notify in writing any applicant if he or she is disqualified for placement on the promotional register.

## Section 5 Administration

- A. Promotional examinations shall be administered by the Employer through the use of an independent examination consultant service, which the Employer and the Union have mutually agreed upon in advance.
- B. Prior to examination development and the selection of reference materials, the Employer and the Union shall meet to collaborate on desired candidate qualifications.
- C. All examination development meetings shall be open to mutually agreed upon labor and management representatives and include the opportunity for comments, suggestions, and objections regarding the examination. The Employer shall have final authority with regard to examination procedures and content.
- D. The contract between the Employer and the examination consultant shall clearly include the expectation that the examination is impartially administered. Further, no Employer personnel, other than the Fire Chief and his/her designees, may have access to or notice of examination content prior to the administration of the examination.
- E. The Oral Board component shall include a panel of at least three (3) individuals who hold a rank at or above the promotional position and who do not have any family relationship with an applicant.

## Section 6 Promotional Register

- A. Promotional applicants who have successfully passed all portions of the examination process shall become promotional candidates. The Employer shall develop a promotional register listing all candidates in ranked order as determined by the candidates’ final scores. No scores shall be included on the published register. Each applicant shall be provided their total examination score and promotional candidates will also receive his/her numerical ranking on the promotional register.
- B. Ten (10) days after each applicant has confirmed receipt of the Employer’s notice, the promotional register shall be posted on a bulletin board in each of the Employer’s staffed stations.

Promotional selection shall be made from the current promotional register at the date a vacancy occurs; however, no appointment shall be made until completion of the ten (10) day examination review period (Section 8).

- C. Promotional registers shall be valid for thirty-six (36) months from date of posting.
- D. A new promotional examination shall be conducted at least sixty (60) calendar days prior to the expiration date of a current or extended promotional register. The subsequent promotional register shall become current upon expiration of the previous register.

**Section 7 Selection for Promotion**

Following the ten (10) day examination review period (Section 8), the Employer shall consider for promotional appointment based on the “rule of three”. The rule of three is defined as the number of vacant positions plus two. In the event of tied scores among candidates eligible for consideration, all candidates with tied scores shall be considered. The following table illustrates this selection methodology:

Candidates	Candidates	Candidates	Candidates	Candidates
1. 310 points	1. 310 points	1. 310 points	1. 310 points	1. 310 points
2. 310 points	2. 305 points	2. 300 points	2. 310 points	2. 300 points
3. 310 points	3. 305 points	3. 290 points	3. 300 points	3. 300 points
4. 300 points	4. 290 points	4. 290 points	4. 300 points	4. 300 points
5. 290 points	5. 290 points	5. 280 points	5. 290 points	5. 300 points
6. 280 points	6. 270 points	6. 280 points	6. 290 points	6. 290 points
Candidates 1-3 considered	Candidates 1-3 considered	Candidates 1-4 considered	Candidates 1-4 considered	Candidates 1-5 considered

**Section 8 Challenges**

- A. All promotional applicants shall have the opportunity to review and/or challenge the calculation of their examination scoring. Such review must be requested in writing within five (5) calendar days, and accomplished within ten (10) calendar days of notification of their total examination score. This review must be witnessed by the Employer’s designee and the applicant is prohibited from making any notations or records during this review.
- B. 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.

**Section 9 Examination Process and Component Review**

The Employer and the Union shall, within thirty (30) calendar days of the promotional register posting, schedule a meeting to review the promotional examination process and components.

**Section 10 Promotional Appointment Notifications**

The Employer will make a reasonable effort to provide telephone notification of promotional appointments to all promotional candidates eligible for promotional consideration. Promotional candidates are responsible to ensure that the Employer has current contact information to ensure timely notification.

## Section 11 Vacancies

Promotional vacancies shall be filled without making a temporary appointment where there is a valid promotional register for that position. A regular appointment should generally occur within sixty (60) calendar days from the date a vacancy occurs. A vacancy is defined as a known or anticipated absence equal to or greater than 180 days.

## ARTICLE 13 BENEFITS

### Section 1 Medical Coverage and Premiums

- A. Medical insurance plan coverage shall be equal to or greater than WFCA and Group Health plans fully funded by the Employer in 2016.
- B. The Employer shall cover 100% of medical premiums for employees.
- C. If medical premiums increase annually by greater than 6% for Dependents covered by an employee's plan, the employee shall cover increases greater than 6%. The Employer shall cover all increases in premiums for dependents up to 6% annually. Should dependent premiums increase less than 6%, increases from the previous year that exceeded 6% shall be absorbed until the 6% threshold is reached. See Appendix C Rate Schedule.
- D. Any decrease in premiums, or rate holidays, received by the Employer in any given year shall be equally shared between the Employer and Union. Any funds shared with members from such a savings shall be deposited in the member's HRA VEBA account.
- E. A certificate of domestic partnership issued under the provisions of RCW 26.60.020 shall be recognized as evidence of a qualified domestic partnership fulfilling all necessary eligibility criteria for the partner of the employee to receive beneficiary medical, dental, and vision benefits.
- F. By August 1<sup>st</sup> of each year of this agreement, the Union and the Employer agree to meet and evaluate coverage and premiums associated with medical, dual coverage medical, dental, vision and disability.

### Section 2 HRA/VEBA Contributions

- A. The Employer agrees to annually contribute to a mutually agreed upon, Employer adopted, HRA/VEBA Medical Reimbursement Plan for all employees defined as eligible to participate in the plan. Contributions on behalf of eligible employees shall be based on the following selected funding sources/formulas:
  - Sick leave cash-out upon separation from service or retirement: contributions shall include the cash-out value of all unused sick leave days as indicated in Article 8, Leave;
  - Employer contribution in lieu of dependent medical insurance: eligibility is limited to employees waiving medical insurance coverage for eligible dependents with proof of dependent coverage under another qualified medical insurance plan. Employer contributions shall include fifty percent (50%) of the difference between the employee's annualized monthly premium with dependents and the employee's annualized monthly premium without dependents.
  - Annual HRA/VEBA allotment: Semiannual contributions, fifty percent (50%) in January and fifty percent (50%) in July. In 2016, contributions shall be equal to the following total annual allotment:

Employee Only	\$ 462.00	Employee + 2 Dependents	\$ 1,155.00
Employee + 1 Dependent	\$ 924.00	Employee + 3+ Dependents	\$ 1,386.00

- B. January 1<sup>st</sup> of each year, a COLA adjustment shall be made to HRA contributions. For 2017 and 2018, this COLA will increase contributions by 5%.
- C. All HRA benefit contributions will remain with the employee, employee's beneficiary, or employee's dependent until the account balance reaches zero.

### **Section 3 Dental Coverage**

The Employer shall provide a dental plan including orthodontic coverage to the employee and for his dependents, equivalent to or better than the AWC Washington Dental Service Plan F at no premium cost to the employee. Any increase in premium cost shall be borne by the Employer.

### **Section 4 Vision Insurance**

The Employer shall provide a vision plan including coverage to the employee and his dependents equivalent to the AWC VSP no co-pay Plan. Any increase in premium cost shall be borne by the Employer.

### **Section 5 Employee Disability Insurance (LEOFF II and PERS)**

Each member of the bargaining unit of the LEOFF II and PERS retirement systems maintain the disability program selected by the Union.

### **Section 6 Medical Expense Reimbursement Program (MERP)**

Union employees and designated participants shall make a monthly, pre-tax, seventy-five dollar (\$75.00) contribution from their base salaries to MERP. The contribution rate shall be deducted from the employee's paycheck on a pre-tax basis. These contributions shall be included as salary for the purpose of calculating retirement benefits.

### **Section 7 Wellness Benefit**

Employer will provide flu vaccinations for immediate family members at no cost to the employee.

### **Section 8 Deferred Compensation**

For each Employee covered by this agreement, the Employer shall contribute four percent (4%) of top step firefighter base wage to one or more of the three deferred compensation programs offered by the Employer. Starting January 1<sup>st</sup> of 2017, this contribution shall increase to four-and-a-half percent (4.5%) The Employee shall choose the distribution of those funds among the programs offered. Until the Employee designates the distribution of those funds, the Employer will make the designated contributions into a predetermined default deferred compensation program.

## **ARTICLE 14 EDUCATIONAL INCENTIVE**

### **Section 1 Education Funding and Reimbursements**

- A. Bargaining Unit members are eligible to participate in the Educational Incentive Program established by Lacey Fire District Three. The Employer will annually allocate twenty-six thousand dollars (\$26,000) for higher education reimbursement. The Employer will semi-annually reimburse Bargaining Unit personnel for approved higher education expenses upon successful course completion.
- B. Reimbursements for employees shall be limited to seventy-five percent (75%) of approved higher education expenses. The process for reimbursement and determination of qualifying education

reimbursement expenses will be mutually agreed upon by the Union and Employer and determined by a sub-Labor Management Committee.

**Section 2 Education Premium Pay**

- A. Employees will receive Education Premium Pay for obtained and verifiable education according to the following scale:

Associates degree/ATA	1.5% Top Step FF
Bachelors or higher degree	3% Top Step FF
Masters degree	4.5% Top Step FF

- B. Battalion Chiefs are not eligible for education premium pay below the level of Bachelors degree.
- C. The cumulative total of Tech Pay and Education Premium Pay shall not exceed 6% per individual.
- D. The effective date for Education Premium Pay eligibility will be January 1<sup>st</sup> and July 1<sup>st</sup> of each year, following submission of degree verification. Verification of eligible degrees shall be submitted on or before December 31<sup>st</sup> or June 30<sup>th</sup> to take effect the following month.

**ARTICLE 15 UNIFORMS**

**Section 1 Employee Initial Uniform Issuance**

- A. All the following required uniform items shall be furnished to each new employee as part of his initial uniform issue in accordance with federal and state safety standards and as approved by the Fire Chief:

<b>Uniform Items:</b>	(1) Uniform Belt	(3) Uniform T-Shirts
(1) Winter Coat with Removable Liner	(2) Collar Brass Set	(1)(2) Fitness T-Shirts and/or (1)(2) Sleeveless T-Shirts
(3) Uniform Shirts	(1) Badge	(1) Fitness Shorts
(3) Uniform Pants	(3) Name Tags	(1) Fitness Sweatpants
(1) Pair Uniform Footwear	(3) Uniform Patches	(1) Fitness Sweatshirt

- B. The Union and Employer will determine mutually acceptable modifications to the initial uniform issue.
- C. A change in rank will constitute a reissue of some items at no cost to the employee.
- D. After successful completion of probation, employees shall be issued a Class A uniform by the Employer.
- E. Any costs for modifications to uniforms due to change in status (rank, years of service, etc), or modifications required by the Employer, shall be borne by the Employer. All other costs regarding modifications shall be borne by the Employee.
- F. During the third week of October employees shall wear pink T-shirts or sweat shirts to raise awareness for cancer research and testing, honor cancer survivors, and remember loved ones lost to cancer.

## **Section 2 Annual Uniform Allotment**

- A. The annual allotment is for replacement of uniform apparel and footwear and is not intended for initial uniform issuance, bunker gear, or workplace safety apparel and equipment required by federal or state law.
- B. After the first year of employment, employees will be allocated an annual uniform allotment in the amount of four hundred and fifty dollars (\$450) for the purchase and/or replacement of approved uniform apparel and footwear through a third party vendor. Members can roll forward up to fifty percent (50%) of the annual allocation not to exceed nine hundred dollars (\$900) in total available allotment.
- C. The Union and Employer will confer on uniform items to be approved for purchase through the third party vendor including, but not limited to, hats, sweatshirts, fleece vests, etc.

## **ARTICLE 16 LAYOFFS**

- A. In the case of a reduction in force, the employee with the least seniority with the District shall be laid off first. In the event of a lay-off within the supervisory ranks, the affected person will be allowed to return to the last lower level position held. Within the lower level classification, the employee with the least seniority with the District shall be laid off first.
- B. The District shall maintain a reduction-in-force (RIF) reinstatement list separate from a voluntary resignation reinstatement list. The RIF reinstatement list must be exhausted prior to considering applicants from a voluntary resignation list or a new hiring eligibility list. The RIF reinstatement list shall be effective for up to four years.
- C. To be eligible for reinstatement, those individuals on the RIF reinstatement list must maintain required certifications and ensure the District has current contact information. Employees shall be recalled from the reinstatement list in order of seniority and will remain on the list until they have been contacted one time for re-employment. Seniority is to be determined based on time employed with the District in a regular, full-time position. Employees recalled must pass the medical physical fit-for-duty exam and any other test identified by the District's physician.
- D. If the employee had not completed a training period prior to reduction-in-force, the time remaining in the training period must be completed except that an employee who is gone two or more years must complete a one year training period.

## **ARTICLE 17 EMPLOYMENT/CREDENTIAL STATUS**

### **Section 1 Investigations**

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

### **Section 2 Credential Suspension / Restriction**

- A. During a protocol restriction / suspension by an outside agency in which a member is not able to perform the essential functions of his job, the Employer may offer up to two 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.

- B. 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 employees cost.
- C. If the protocol restriction has not been resolved within six (6) months, the employee will be separated from employment. If their protocols are reinstated and they still meet minimum qualifications, they will be placed on a reinstatement-hiring list.

## **ARTICLE 18 EMERGENCY MEDICAL TRAINING**

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

## **ARTICLE 19 DRIVER TRAINING PROGRAM**

The Employer shall develop, implement, and maintain a comprehensive Driver/Operator Training Program and develop an objective process to maintain competencies for Driver/Operators.

## **ARTICLE 20 JOINT LABOR MANAGEMENT COMMITTEE**

There shall be a joint Labor / Management committee consisting of at least four (4) representatives (two appointed by the Employer and two appointed by the Union). The committee shall meet at least once each calendar quarter, or more often as agreed, to discuss labor management issues such as, but not limited to, health and safety issues. The committee shall make its findings and recommendations to the Employer.

## **ARTICLE 21 JOINT APPRENTICESHIP TRAINING COMMITTEE**

There shall be a Joint Apprenticeship Training Committee (JATC) consisting of at least four (4) representatives (two appointed by the Employer and two appointed by the Union). The committee shall meet at least once each calendar quarter, or more often as agreed, to discuss JATC issues including, but not limited to, program compliance, training and education, funding, etc.

## **ARTICLE 22 STANDARDS AND TESTING**

The Employer may establish and maintain reasonable standards for the competent performance of bargaining unit work by employees covered under this agreement after negotiation if required by RCW 41.56. The Employer may periodically conduct reasonable testing and evaluation to assure the ongoing ability of such employees to meet the established standards. Employees who fail to perform satisfactorily on any test shall be advised specifically of the deficiencies and given an opportunity to retake the test at a subsequent administration. Subsequent failure may be cause for disciplinary action.

Nothing in this Article shall limit the Employer's authority to take prompt action to address performance deficiencies or incompetence detected through means other than periodic testing, nor prevents corrective or disciplinary action prior to any reevaluation when an employee's performance reveals a safety risk to him or herself or others.

## ARTICLE 23 TRAINING STATUS

### Section 1 Recruit and Lateral Entry Employees

- A. Recruit level and lateral entry employees shall be subject to a training period (probation) of twelve (12) calendar months of continuous employment, commencing with the date of hire. Recruit level employees may be subject to a training period extension up to, but not greater than eighteen (18) months for unanticipated delays.
- B. It shall be the policy of the Department that all new employees hired shall be enrolled with the Washington State Department of Labor in the Joint Apprenticeship Training Committee (JATC) program for Firefighters.
- C. Completion of the first (1<sup>st</sup>) year of the JATC program, to include a JATC approved academy and District orientation and training, shall be a condition of employment for entry level probationary employees. Probation may be extended for special circumstances that cause delays with the completion of first (1<sup>st</sup>) year requirements; including, but not limited to, time off for injury/illness, military leave, fire academy availability, and/or reasons mutually agreed upon by the Union and the Employer.
- D. Completion of the JATC program shall be a condition of employment for entry level employees, not to exceed three (3) years. Time may be extended for special circumstances causing delays in completion of second (2<sup>nd</sup>) and third (3<sup>rd</sup>) year requirements; including, but not limited to, time off for injury/illness, military leave, fire academy availability, and/or reasons mutually agreed upon by the Union and the Employer.
- E. It shall be the policy of the Employer to provide or make available required training to on-duty JATC employees when possible. If the Employer is unable to provide required training on-duty, the training office shall seek out and make available on-duty alternate learning options that will satisfy the training requirement; including, but not limited to, internet (online) instruction. In the event instructional options are unavailable, the Employer agrees to provide relief from duty to attend such required training.
- F. By approval of the Employer, off-duty attendance to obtain required training will be compensated as overtime, per Article 10, Section 1.
- G. Lateral entry employees with JATC credentials shall be compensated at the wage step commensurate to their current level of certification. Lateral entry employees without JATC credentials will be enrolled in the JATC program and may be granted Step 2 to Step 5 wages based on experience, training, and education.
- H. During the training period (probation), the employee may be disciplined and/or discharged at the sole discretion of the Employer and such discipline and/or discharge shall not be subject to the Grievance and Arbitration procedures contained in Article 25 of the Agreement.
- I. During the training period (probation), the employee shall not:
  - a. Enter into any shift trades; except with other probationary employees or for training and education purposes.
  - b. Accept overtime work assignments with the exception of being held over for emergency response duty, emergency call-backs, and non-emergency program activities.
  - c. Schedule annual leave with the exception of conflicts arising from significant pre-planned events and activities that have been declared at the time of hire. Such annual leave shall be at the discretion of the Fire Chief.

- d. Be permanently assigned to a shift. Shift assignments during the employee's probationary period will be considered temporary in nature and based on special training or department needs.

## **Section 2 Current Employees**

- A. Following implementation of Joint Apprenticeship Training Committee (JATC) it shall be the policy of the Department that all current employees with less than three (3) years of employment with the District shall be enrolled in the program.
- B. Current employees with greater than three (3) years of full-time, fully compensated employment as a Firefighter with a fire service agency or the District shall be enrolled in the JATC program. Successful completion of IFSAC FFI and FFII may satisfy accredited fire academy, on the job training, and supplemental instruction requirements necessary to achieve Journey Level. Certain components of the JATC program may be designated as required supplemental coursework at no cost to the employee.
- C. Current employees may voluntarily participate in additional supplemental instruction courses. Voluntary supplemental instruction will be eligible for reimbursement by means of the Education Incentive Program established by the Employer. Education leave and overtime for voluntary supplemental instruction is at the discretion of the Fire Chief or his designee.

## **Section 3 JATC Program Funding**

In the event Washington State JATC funding assistance is diminished or terminated, the Union and Management agree to discuss program modification options, up to and including discontinuing the program.

## **Section 4 Promoted Employees**

Promoted employees shall be subject to a training period (probation) period of twelve (12) calendar months of continuous employment in the promoted position, commencing with the date of promotion. During this period, the employee may be reinstated to their previously held position should the employee choose to do so or the Employer determines the promoted employee cannot successfully carry out the duties and responsibilities of the position.

# **ARTICLE 24 UNION BUSINESS**

## **Section 1 Time Off**

A Union Leave Bank shall be established and maintained by the Employer. In accordance with the number of hours approved by the Union, the Employer shall remove annual leave from each bargaining unit member's annual leave bank and transfer it to the Union Leave Bank on the first working day of a new calendar year. Union leave shall be used under the same guidelines and provisions of regular annual leave, except:

- Leave for Union business must be also be approved by the President of IAFF Local # 2903;
- Leave for Union business shall be scheduled for a minimum of 4-hours per occurrence and applied for 48-hours prior to the start of the leave;
- A maximum of two (2) Union representatives will be allowed to schedule leave for Union business concurrently;
- Leave for Union business will be granted even if it exceeds the maximum employees allowed off-duty or should it incur overtime. If overtime is required to meet minimum staffing levels, then union leave will be debited at 1 ½ times the hours of absence.

## **Section 2 Use of Fire Station**

The Employer agrees to allow the use of fire stations for the regularly scheduled monthly meeting of the Union provided such meetings do not disrupt normal Employer operations. Other uses of fire stations may be permitted with prior written approval of the Fire Chief or designee.

## **ARTICLE 25 GRIEVANCE/ARBITRATION**

### **Section 1 Scope of Procedure**

Grievances or complaints arising between the Employer and the Union or any employee(s) with respect to the interpretation or application of any of the terms of this Agreement shall be settled according to the following procedure, which shall be the exclusive remedy for redress of any alleged violation of the Agreement.

Grievances or complaints arising between the Employer and the Union or any employee(s) with respect to Unfair Labor Practices shall be settled according to the following procedure, provided however that the arbitration provisions in Step 3 shall not apply.

### **Section 2 Union Representation**

An aggrieved regular employee shall have the right guaranteed by RCW 41.56.080 to be represented by a Union official.

### **Section 3 Procedure**

Step 1: Oral Discussion: An aggrieved employee, with or without Union representation, shall meet with the employee's supervisor within ten (10) calendar days of the time the employee learned or should have known of the facts giving rise to the grievance, to attempt to resolve the difference at that level.

Step 2: Written Grievance: If no settlement is reached in Step 1, or in the case of a grievance initiated or advanced by the Union, the aggrieved party may reduce to writing a statement of the grievance or complaint which shall contain the following:

- a. The facts upon which the grievance is based;
- b. Reference to the section or sections of the Agreement alleged to have been violated; and
- c. The remedy sought.

The written grievance shall be filed with the Fire Chief or Fire Chief's designee within fourteen (14) calendar days following the termination of Step 1, or in case the Union is the aggrieved party, the time the Union learned or should have known of the facts giving rise to the grievance.

The Fire Chief or designee shall conduct an investigation and shall notify the aggrieved employee and the Union in writing of the decision and the reasons therefore within ten (10) calendar days after receipt of the written grievance.

In the event the Fire Chief is not available to receive a grievance and the Fire Chief's designee shall not have been appointed or shall not be available to receive a written grievance, then such grievance shall be filed with the Employer within the time period stated above. If the grievance shall have been filed with the Employer, then the period during which the Fire Chief or designee shall have to investigate and notify the aggrieved employee of the decision shall begin on the first working day after such individual returns.

**Step 3: Arbitration:** In the event a grievance is not satisfactorily settled in Step 2, the Union may submit the matter to arbitration under the procedures described below. The request for arbitration must be made within thirty (30) calendar days after receipt of the Step 2 decision.

- a. **Arbiter Selection:** In regard to each case reaching Step 3, the parties will attempt to agree on an arbiter to hear and decide the particular case. If the parties are unable to agree to an arbiter within fourteen (14) calendar days of the submission of the written request for arbitration, a list of nine (9) names shall be jointly requested by the parties from an agency or service mutually agreed upon by the parties (such as FMCS or PERC). American Arbitration Association (AAA) selection procedures shall be followed. Aside from arbiter selection procedures, the parties do not adopt other AAA arbitration rules. In the event parties cannot agree on the agency or service, the parties shall request the presiding judge of Thurston County Superior Court to select such an agency or service to provide the list of arbiters.
- b. **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 deems pertinent. Each party to the proceedings may call such witnesses as may be necessary. The arguments of the parties may be supported by oral comment and rebuttal.
- c. **Authority of the Arbiter:** The arbiter shall be authorized to rule and issue a decision in writing on the issue presented for arbitration, which decision shall be final and binding on both parties. The arbiter shall rule only on the basis of information presented in the hearing and shall refuse to receive any information after the hearing except for good cause and in the presence of both parties.
- d. The arbiter shall have no power to render a decision that will add to, subtract from, or alter, change or modify the terms of this Agreement, and the arbiter's power shall be limited to interpretation and application of the express terms of this Agreement.

**Costs of Arbitration:** Each party shall pay any compensation and expenses relating to its own witnesses or representatives. If either party requests a stenographic record of the hearing, the cost of said record will be borne by the requesting party. If the other party also requests a copy, that party will pay one-half of the stenographic costs. Unless otherwise ordered by the arbiter, the fee and expenses of the arbiter shall be borne equally by the parties.

**Rights:** Pursuant that nothing in this Agreement shall be construed as a waiver of employee or Union rights pursuant to RCW 49.48.030.

#### **Section 4 Time Limits**

Any time limits stipulated in this article may be extended for stated periods of time by the parties by mutual written agreement, and any step or steps of the procedure may be waived by mutual written agreement in an effort to expedite the matter.

If an aggrieved party fails to advance the grievance to the next step in the grievance procedure within the specified time limit and in the specified manner, the grievance shall be considered settled. The Employers failure to respond within the time limit at any step in the procedure shall permit the aggrieved party to advance the grievance to the next step in the procedure.

## **ARTICLE 26 SAVINGS CLAUSE**

If any Article of this Agreement or any Addendum 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 should be restrained by such tribunal, the remainder of this Agreement and Addenda thereto shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the

purpose of arriving at a mutually satisfactory replacement of such article and any other provisions of this Agreement impacted thereby so as to preserve the total package agreement originally reached by the parties.

**ARTICLE 27 DURATION OF AGREEMENT**

This Agreement shall be effective from January 1, 2016 through December 31, 2018 Any Article in this Agreement may be opened at the request of both parties each year pursuant to RCW 41.56.440.

**Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2015**

**For Thurston County Fire District #3:**

**For IAFF Local #2903:**

\_\_\_\_\_  
Judith Wilson (Chairman)

\_\_\_\_\_  
Chris Ross (President)

\_\_\_\_\_  
Eugene Dobry

\_\_\_\_\_  
Jim Greene (Vice President)

\_\_\_\_\_  
Frank Kirkbride

\_\_\_\_\_  
Karen Hoffman (Secretary)

\_\_\_\_\_  
Tom Nelson

\_\_\_\_\_  
Dan Nadeau (Treasurer)

\_\_\_\_\_  
Sylvia Roberts

# APPENDIX A

## Wage Schedule

### Wage Differential

Rank	Step 1	Step 2	Step 3	Step 4	Step 5
<b>Firefighter</b>	75% Step 5 FF	80% Step 5 FF	85% Step 5 FF	90% Step 5 FF	100%
<b>Lieutenant</b>	110% Step 5 FF				115% Step 5 FF
<b>Captain</b>	120% Step 5 FF				125% Step 5 FF
<b>Battalion Chief</b>	130% Step 5 FF				135% Step 5 FF
<b>FF/Paramedic Certification</b>	10% Step 1 FF	10% Step 2 FF	10% Step 3 FF	10% Step 4 FF	10% Step 5 FF
<b>LT/Paramedic Certification</b>	115% Step 5 FF				120% Step 5 FF
<b>Tech Pay</b>	1.5% Step 5 FF				1.5% Step 5 FF

### 2016 Monthly Wage Schedule

Rank	Step 1	Step 2	Step 3	Step 4	Step 5
Firefighter	\$5,264.74	\$5,615.72	\$5,966.70	\$6,317.69	\$7,019.65
Lieutenant	\$7,721.62				\$8,072.60
Captain	\$8,423.58				\$8,774.56
Battalion Chief	\$9,125.55				\$9,476.53
FF/ Paramedic Certification	\$5,791.21	\$6,177.29	\$6,563.37	\$6,949.45	\$7,721.62
LT/ Paramedic Certification	\$8,072.60				\$8,423.58

### 2017 Monthly Wage Schedule

Rank	Step 1	Step 2	Step 3	Step 4	Step 5
Firefighter	\$5,396.36	\$5,756.11	\$6,115.87	\$6,475.63	\$7,195.14
Lieutenant	\$7,914.66				\$8,274.41
Captain	\$8,634.17				\$8,993.93
Battalion Chief	\$9,353.68				\$9,713.44
FF/ Paramedic Certification	\$5,935.99	\$6,331.73	\$6,727.46	\$7,123.19	\$7,914.66
LT/ Paramedic Certification	\$8,274.41				\$8,634.17

### 2018 Monthly Wage Schedule

Rank	Step 1	Step 2	Step 3	Step 4	Step 5
Firefighter	\$5,544.76	\$5,914.41	\$6,284.06	\$6,653.71	\$7,393.01
Lieutenant	\$8,132.31				\$8,501.96
Captain	\$8,871.61				\$9,241.26
Battalion Chief	\$9,610.91				\$9,980.56
FF/ Paramedic Certification	\$6,099.23	\$6,505.85	\$6,912.46	\$7,319.08	\$8,132.31
LT/ Paramedic Certification	\$8,501.96				\$8,871.61

# APPENDIX B

## Vacation Leave Accrual

Accrued at Beginning of Month	Hours
2-24	12
25-60	15
61-120	18
121-180	20
181-240	22
241+	24

## APPENDIX C

### Medical Insurance Premiums Table

WFCA PPO 100 plan	2015 Employer paid medical premium	2016 Employer paid medical premium	2017 Employer paid medical premium	2018 Employer paid medical premium
Percentage increase		Baseline rate	6%	6%
PPO Spouse	\$ 7,451.76	\$ 7,451.76	\$ 7,898.87	\$ 8,372.80
PPO 1 child	\$ 4,281.12	\$ 4,281.12	\$ 4,537.99	\$ 4,810.27
PPO children	\$ 7,637.52	\$ 7,637.52	\$ 8,095.77	\$ 8,581.52
PPO Spouse + 1 child	\$ 11,732.88	\$ 11,732.88	\$ 12,436.85	\$ 13,183.06
PPO Spouse + children	\$ 15,089.28	\$ 15,089.28	\$ 15,994.64	\$ 16,954.32

AWC Group Health \$10 co-pay plan	2015 Employer paid medical premium	2016 Employer paid medical premium	2017 Employer paid medical premium	2018 Employer paid medical premium
Percentage increase		Baseline rate	6%	6%
GHC Spouse	\$ 6,513.24	\$ 6,987.96	\$ 7,407.24	\$ 7,851.67
GHC 1 child	\$ 3,320.28	\$ 3,562.32	\$ 3,776.06	\$ 4,002.62
GHC children	\$ 6,640.56	\$ 7,124.64	\$ 7,552.12	\$ 8,005.25
GHC Spouse + 1 child	\$ 9,833.52	\$ 10,550.28	\$ 11,183.30	\$ 11,854.29
GHC Spouse + children	\$ 13,153.80	\$ 14,112.60	\$ 14,959.36	\$ 15,856.92

