

Collective Bargaining Agreement By and Between



Grant County Fire Protection District No. 8

And

**International Association of Fire Fighters Local
No. 4418**

November 1, 2022-2024

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AGREEMENT

PREAMBLE

THIS AGREEMENT is entered into by and between Grant County Fire District 8, hereinafter referred to as the “District”, and the International Association of Fire Fighters Union, Local No. 4418, hereinafter referred to as the “Union”.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the District and the Union, to provide for equitable and peaceful adjustment of differences which may arise and to establish proper standards of wages, hours and other conditions of employment.

ARTICLE 1 – RECOGNITION

Section 1 – Exclusive Bargaining Representative. The District recognizes the Union as the sole and exclusive bargaining agent, for the purpose of establishing wages, hours and condition of employment as authorized by the Washington State Public Employees Collective Bargaining Act (RCW 41.56), for all uniformed employees as defined by RCW 41.26.030, defining firefighter, working at Grant County Fire District 8, excluding the Fire Chief, Business Manager, Volunteer Firefighters, supervisors (not defined by RCW 41.26.030), confidential employees and all other employees.

Section 2 – Employee. Hereinafter, all references to "employees" shall mean only those employees of the District for whom the Union is the bargaining representative.

Section 3 – New Classifications. Any newly created job classification included in the bargaining unit shall be negotiated with the Union. If the District and the Union disagree as to the inclusion or exclusion of any new classification in the bargaining unit a request shall be submitted to the Public Employment Relations Commission (PERC) for unit clarification.

ARTICLE 2 – UNION SECURITY

Section 1 – Assessment – Exception. The District and Union agree it is not a condition of employment to be a member of the Union based upon the ruling of the United States Supreme Court in *Janus v. AFSCME* in 2018. Employees desiring to become, and/or remain, a member of the Union shall advise the District with an “opt-in” letter provided by the Union authorizing the withholding of regular Union dues. Conversely, those who choose to “opt out” of Union membership shall advise the District in the same manner.

Section 2 – Payroll Deductions. The District will deduct regular membership dues and any other assessments uniformly authorized by the Union from the monthly wages of all employees who execute proper written authorization acknowledging that the employee has voluntarily decided to join the Union and is voluntarily requesting that the District deduct dues, fees, and other approved costs from the employee’s paychecks in connection with the employee’s Union membership. The District will transmit all deductions to the Secretary/Treasurer of the Union, along with a monthly accounting statement showing all deductions and any Union-provided benefits opposite the employee’s name.

Section 3 – Hold Harmless. The Union shall indemnify, defend, and save harmless the District against any and all claims, demands, suits or other forms of liability – monetary or otherwise – and for all legal costs that shall arise out of or by reason of action taken or not taken by the District in complying with the provisions of this Article.

Section 4 – New Hires. The District shall provide the Union with an opportunity during shift to meet with each new hire for up to sixty (60) minutes, so that the Union has an opportunity to explain the benefits of Union membership to all newly hired employees.

Section 5 – Matters Not Covered by Agreement. The Union does not waive its rights for matters not covered by this Agreement.

ARTICLE 3 – DISTRICT SECURITY

Section 1 – No Interruption of Work. The Union agrees to the essential nature of the services provided by unit employees in protecting the public safety. In recognition of this fact, the Union agrees that there shall be no work interruptions, slowdowns, or strikes at any time during the life of this contract. In the event of unauthorized interruptions, the Union agrees to join the District in requiring involved employees to return to work immediately. Employees found to be in violation of this Article may be disciplined, provided that unlawful actions of the District, which are prohibited by statute, have not forced such action by the employees.

Section 2 – “Work Now, Grieve Later” Principle. The Union recognizes the "work-now grieve-later" doctrine. The Union will join with the District to enforce this doctrine.

Section 3 – Union Right to Challenge District Action. The District recognizes the right of the Union to challenge action taken by the District through the grievance procedure, as provided herein or through the PERC.

Section 4 – Matters Not Covered by Agreement. The District does not waive its rights for matters not covered by this Agreement.

ARTICLE 4 – MANAGEMENT RIGHTS

Section 1 – The District’s Right of Management. Except as specifically limited by this agreement or applicable law, the District retains and reserves all rights, powers, and authorities to manage, direct, supervise, and operate the District and the employees in all respects.

Section 2 – Specific Management Rights

Subject to the provisions of this Agreement, the Union recognizes:

A. The prerogatives of the District to operate and manage its affairs in all respects and in accordance with its responsibilities and powers.

B. The reservation by the District of those rights concerned with the management and operation of the District, including but not limited to the following:

- the right to recruit, train, hire, assign, transfer, promote, retain, and/or lay off employees;
- to suspend, demote, discipline, discharge, and/or take other disciplinary action against employees; for just cause;
- to assign and schedule employees to shifts changes shifts, work assignments, and determine job content;
- to establish reasonable performance and productivity standards;
- to assign overtime, and establish and control the District's budget;
- to determine the methods, process, manner, and means by which the Districts activities shall be undertaken and accomplished;
- to determine staffing levels;
- to determine the location of the District facilities;
- to implement new and to revise or eliminate, wholly or in part old methods, materials, equipment, facilities and standards;
- to make and enforce reasonable regulations;
- to determine fitness standards for new hires;
- to require and schedule training as needed;
- to enter into agreements with other local governments or other entities concerning the provision of fire suppression, emergency medical, and/or other services provided by the District that do not involve bargaining unit work, except for mutual and automatic aid agreements;
- to establish and revise leave, vacation and other personnel policies
- to adopt reasonable rules for the operation of the District and the conduct of its employees; and
- to establish and modify organizational structure.

The District may make and implement decisions in the above areas. The exercise of management rights shall not be subject to the grievance procedure provided it does not conflict with Section 5 of this Article.

Section 3 – Emergency Management Right. The District further reserves the right to take whatever actions are necessary in public health or natural disaster emergencies in order to assure the proper functioning of the District.

Section 4 – Administrative Rights. All matters not specifically and expressly addressed by this Agreement may be administered for its duration by the District in accordance with such policy or procedures as the District from time to time may determine.

Section 5 – Impacts Bargainable. Nothing in this Agreement is to be construed as a waiver by the Union of its right to bargain the impact, where required by law, of any District decision or action.

ARTICLE 5 – NON-DISCRIMINATION

Section 1 – Non-Discrimination. There shall be no discrimination against any employees because of Union membership or non-Union membership. In accordance with applicable law, neither the District nor the Union shall discriminate against any employee covered by this Agreement because of race, creed, color, national origin, sex, age, religion, marital status or disability, except in the instance where age, sex, or absence of a disability may constitute a bona fide occupational qualification under applicable law.

Section 2 – Neutral Gender. Whenever a masculine gender word is used in this Agreement it shall be interpreted as neutral and equally applicable to either gender.

Section 3 – Union Activity. There shall be no discrimination, interference, coercion or restraint by the District against any employee for their activity in or on behalf of, or membership in the Union, to the extent that such activity is protected under RCW 41.56.

ARTICLE 6 – UNION BUSINESS

Section 1 – Union Business. Except as expressly provided herein, Union meetings will be conducted on the employees' own time. A Union official who is an employee in the bargaining unit will be granted a shift trade for conducting Union business, provided the following conditions are met:

1. The employee notifies the Fire Chief at least forty-eight (48) hours prior to the time off.
2. There are sufficient qualified employees available to staff the District during the requested time off at no additional cost to the District. If necessary, Union officials will utilize shift trades to meet this requirement.

Section 2 – Negotiations. In order to involve members of the bargaining unit in negotiations, one (1) member shall be allowed to attend negotiations with the District while on duty; provided, however, emergency calls and response readiness will take priority.

Section 3 – Union Meetings. The Union shall have access to District facilities for monthly, special, and/or executive board meetings on the same conditions as those facilities are offered to the public, including any fee and prior scheduling requirements, subject to prior approval by the Fire Chief. Employees may attend Union meetings while on duty; provided they do not affect or interfere with District operations and any on-duty employees in attendance remain in service, alarm ready, and available for emergency response. Employees will not leave first-due response areas to attend union meetings without the approval of the Fire Chief.

Section 4 – Union Bulletins. The District agrees to furnish suitable space for Union-furnished bulletin boards not to exceed twelve (12) square feet in size in a convenient place in each station to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards. The Union will keep its postings timely, orderly and neat in appearance.

Section 5 – Professional Standards. In keeping with professional ideals and standards, neither the Union nor the District shall invoke the name of the other party as a sponsor or supporter to any fund- raising activities without the written agreement of the duly designated representative of the sponsoring party.

ARTICLE 7 – STANDING COMMITTEES

Section 1 – Committee Meetings. Committee meetings outlined in this Article shall be scheduled at reasonable times mutually agreed to. At least two business days prior to any meeting, each party shall submit to the other an agenda of issues which such party wishes to discuss so that the parties can be prepared; however, the parties reserve the right to discuss other issues that are not on the agenda.

Section 2 – Labor/Management Committee. The District and the employee shall establish a Labor/Management Committee composed of up to three (3) management representatives appointed by the Fire Chief and up to three (3) members of the Union appointed by the Union President; provided, however, the District and the Union may agree to additional participants at the committee meetings when appropriate.

This section is intended to provide a free avenue of communication between the Union and the District. Suggestions, complaints or other matters may be presented by either party; provided neither party shall be required to discuss any item brought up by the other party nor be bound to act upon any item presented.

Section 3 – Safety Committee. The District and the employees shall establish a Safety Committee with equal representation. The Safety Committee shall be responsible for researching and recommending to management improvements in compliance with the health and safety conditions and requirements outlined in WAC 296-305 and the provisions of the Washington Industrial Safety and Health Act (WISHA) or its successive amended versions. Safety Committee meetings shall be scheduled and conducted at least quarterly, however, nothing shall preclude the District or the Union from requesting additional meetings at any time as needed.

ARTICLE 8 – EDUCATION

Section 1 – Opportunities. The District promotes and encourages employee education and advanced training. The District may provide opportunities for employees to seek new education/advanced training and renewal/refresher training as appropriate. Except to the extent required by law, the District will not be required to pay employees for off-duty educational opportunities, including lectures, trainings, or courses of instruction.

Section 2 – Registration/Lodging/Meals. For approved training, the District may pay for registration, hotel rooms, meals, and/or per-diem per current policy and in compliance with federal, state and local laws. If other equipment or books are required the District may purchase or provide needed equipment. The District will not pay for additional charges (e.g. in-room movies, room service and incidental charges).

Section 3 – Mileage/Travel. If travel is required the District will provide a vehicle or provide mileage reimbursement at the current federal rate if a private vehicle is used. Mileage will be paid from District to training site or the employee’s residence to training site, whichever is shorter. Side trip mileage will not be eligible for reimbursement unless for District business.

Section 4 – Compensation. Except for education/training required for advancement, all required education/training classes will be paid time as outlined in this Agreement.

Travel – Travel time will be compensated for all time spent traveling regardless if on duty for classes that are deemed mandatory.

Class Time – Class time will be compensated for all time spent in class regardless if on duty for classes that are deemed mandatory.

If an approved educational class is not mandated, occurs during normally scheduled hours and authorized leave has been granted, the District will pay the normal daily wage to the employee but no overtime shall accrue.

ARTICLE 9 – VACANCIES AND PROMOTIONS

Section 1 – Filling vacancies. All vacancies may or may not be filled in the sole discretion of the District. The final hiring decision shall be solely the decision of the District.

Section 2 – Entry level lists. Entry level lists shall be re-established no later than the expiration date of the current list in order to always have an established entry level list available to draw from. Entry level lists will have a life of six (6) months unless otherwise agreed by the parties at which point may be extended up to another six (6) in the sole discretion of the District. If the list is exhausted prior to the list’s expiration date, the District will re-establish the list as soon as feasible using the District’s competitive exam process.

In the event of exigent or unique circumstances, the District and the Union may agree to deviate from any of the provisions set forth in this Article.

Section 3 – Lateral Entry Personnel Defined. “Lateral Entry Personnel” as used in this Agreement shall mean any uniformed fire suppression employee (as defined by Article 1) who, at the time their employment with the District begins:

- A. Is assigned an entry position other than Recruit Firefighter; and
- B. has prior service time as a career firefighter with another fire protection agency; and
- C. is represented by IAFF Local No. 4418 as defined in Article 1.

The District shall evaluate the employees’ training, experience and qualifications; and place the lateral entry employee appropriately within the monthly wage schedule of Appendix A of this Agreement without regard to the prerequisite “Months of Service” provision of the schedule for initial placement therein. Such placement shall not be subject to the grievance process. Lateral entry personnel shall be required to complete any task book(s) mandated by this Agreement.

ARTICLE 10 – PROBATIONARY PERIOD

Section 1 – New Hires. All newly hired employees, including lateral hires, shall serve a twelve (12) continuous month probationary period. The District may separate the employment of a new hire probationary employee at any time, with or without cause given and/or with or without notice provided during the probationary period. Such separation of employment shall not be subject to appeal through the grievance procedure as contained in this agreement.

Section 2 – Lateral Hires. All lateral employees shall be ranked on the seniority list based on the hire date with the District.

Section 3 – Promotions. Newly promoted officers shall serve a twelve (12) continuous month probationary period.

Section 4 – Time Spent in Acting Role. The Fire Chief may, in his or her sole discretion, appoint an employee into an acting role. Time spent in that acting role, if continuous with that employee's promotion into that role, will be credited towards the probationary period.

ARTICLE 11 – LAYOFF AND REHIRING PROCEDURE

Section 1 – Seniority. In case of personnel reduction, the employee having the least seniority in the District shall be laid off first. In the case of reduction in rank, time in position shall be the determining factor. If times in position are equal, scores on the eligible list(s) shall govern, so that the employee with the lowest score on the most recent list shall be reduced in rank first. If scores on the eligible list are equal, then time in the District shall govern so that the employee with the least time shall be reduced in rank first.

Section 2 – Recall. When employees are laid off, their names shall be placed on an employment list in order of descending seniority. The employee with the least time shall be laid off first. This list shall stand for a period of twelve (12) months and no new bargaining unit employees may be hired during that period until the laid off personnel have been given the opportunity to return to work. Individuals recalled to work have fourteen (14) days from the date of such recall notice to accept or decline recall, failure to respond within such time frame is considered a decline of the recall. Persons being re-promoted to positions held prior to being reduced in rank shall be re-promoted in the reverse order from which they were reduced in rank. Laid off employees shall maintain a current address with the District for purposes of recall notification. Failure of receipt of notification due to failure to maintain a current address with the District shall release the District from its obligation to recall the employee.

Section 2.1 – Recall Process. The return to work of any laid-off or re-promoted person is conditional on that person maintaining and holding, at the time of rehire, all job-required certifications for the position and satisfactory performance in a District evaluation of essential firefighter skills, tasks and physical agility. The District shall require all employees returning to duty to successfully pass a pre-employment medical exam, criminal history background check, and driving record check. The employee also has the responsibility to maintain their EMS skills and certification, during their layoff period to include maintaining EMS continuing education. The District will verify that the employee has maintained their EMS

skills during the layoff period and will provide the employee opportunity to take the EMS training.

Section 3 – Notice of Layoff. The Chief of the District shall give written notice to the employee(s) and specifically to the employee who is to be laid off and the reason for the layoff at least thirty (30) calendar days prior to the effective date of such action.

ARTICLE 12 – LICENSES & CERTIFICATION

Section 1 – Driver Insurability. All employees shall be required as a condition of employment to possess a valid driver’s license and a driver’s record free of any violations that would render the employee uninsurable at normal rates as determined by the District’s insurance provider.

Section 2 – EMS Certification. All employees shall be required as a condition of employment to be certified and to maintain current certification as an EMT-B. All employees must also be in current compliance with all state, county and/or local requirements. These and any other licenses, qualifications or certifications that are prerequisites to or conditions of employment either at the time of hire or by later agreement between the District and the Union are mandatory conditions of employment. Employees are responsible for maintaining continuous active and valid required certifications as a continuing condition of employment except as otherwise provided in this Agreement.

In the event an employee loses their required EMS certification due to unexpected and unforeseeable circumstances, they may, in the sole discretion of the Fire Chief or his/her designee, be given a reasonable amount of time to have their certification reinstated. In that case, the following conditions apply:

- At the Fire Chief’s or their designee’s discretion, the employee may forfeit the right to work shifts; the employee can, in such case, utilize paid leave to maintain their wages.
- Failure to maintain any required EMS certification or re-acquire certification within the timeframe set by the District shall be cause for termination.

Section 3 – NWCG Firefighter Certification. Within the first year of employment, all employees shall be required as a condition of employment to obtain and to maintain certification as a Wildland Firefighter II per National Wildfire Coordinating Group Standards.

ARTICLE 13 – CLOTHING

Section 1 – District Provision of Clothing. The District shall furnish all required uniforms. The employee should maintain the following list of uniforms in good condition. The District will replace or repair, at the District’s cost, any uniforms that are damaged or destroyed through normal working conditions. If replacement is needed, the Fire Chief or designee should be presented with the worn item or article.

All uniforms will be worn in accordance with District regulations regarding uniform and appearance, and used and maintained in accordance with adopted Washington State safety standards. Employees not required by the District to wear specified clothing items are not entitled

to clothing under this Article.

The District will provide each new full-time employee with the following items on, or before, his/her first day of work unless this cannot be accomplished due to circumstances outside of the District's control:

- (2) Station pants
- (2) Wildland pants
- (1) Uniform (Class B) Shirt - Short sleeve with appropriate insignia
- (4) Short Sleeve T-shirts with department logo
- (1) Ball cap and beanie
- (1) Outer coat
- (2) Sweatshirt with department logo
- (1) Pair of duty boots meeting current District standards

All uniform attire and/or equipment issued to the employee shall remain the property of the District. Upon termination of employment for any reason, all items shall be returned to the District.

ARTICLE 14 – COURT-SUBPOENAED WITNESS OR JURY DUTY

Section 1 - Employment Related Testimony Pursuant to Subpoena. Employees shall be given authorized leave with pay to appear before a court, judge, justice, magistrate or coroner as a defendant or witness in any proceeding arising directly out of the performance of the employee's duties where they are compelled by a validly issued subpoena to attend and present such subpoena to the Fire Chief upon being served. If the said time period falls during the employee's normal work period, the employee shall be compensated as if they had worked these hours. Any off duty time during which a member is compelled by a validly issued subpoena to appear shall be compensated at one and one-half (1½) times the employee's hourly rate. Time spent giving testimony is not deemed work and will not count toward the FLSA overtime threshold. The employee will also be entitled to compensation for their travel time to and from the appearance location, but only to the extent it is greater than travel from their home to their primary workplace at the District.

Section 2 – Non Compensable Testimony. An employee shall not be entitled to compensation for appearing before a court, judge, justice, magistrate or coroner as a defendant or witness in any proceeding (i) that does not arise directly out of the performance of the employee's duties and/or (ii) for which the employee is not compelled to attend by virtue of having been served with a validly issued subpoena.

Section 3 - Jury Duty. Any employee who is called for jury duty in any municipal, county, state, or federal court shall advise the District upon receipt of such notice. The employee will be excused from work for the actual time spent reporting for jury duty, plus travel time and shall return to work immediately after being excused from jury duty for the day.

If an employee is absent from work while engaged in jury duty, the employee will use accrued leave or not be paid his regular wage.

ARTICLE 15 – POLICIES AND PROCEDURES

Section 1 – The Union agrees that its members shall comply in full with District policies, and procedures, as currently in effect or hereafter amended, including those relating to conduct and work performances. The District agrees that changes to the District's current policies, and procedures that affect wages, benefits, and working conditions may be subject to bargaining and/or the grievance procedure.

Section 2 – Should the District decide to create new policy or amend current policies that affect wages, hours, or working conditions, it shall provide written notice to the Union President of the intended changes. Within fourteen (14) days, except in the case of an emergency, the Union President or other union representative will provide a written response to the District specifying the Union's position on the proposed change(s) and whether formal bargaining is required. If the District does not receive a timely response, the Union will have waived its right to bargain the decision.

ARTICLE 16 – DISCIPLINE / DISCHARGE

Section 1 – Cause. The District has the right to discipline or discharge employees for just cause. No provisions of these disciplinary procedures are to be construed as to mandate the use of progressive discipline.

Section 2 – Termination by Employee. An employee may voluntarily retire or resign his position as Employee with a minimum of 14 days advance written notice, unless such notice is waived in writing, by the Fire Chief. In the event of resignation, the Employee shall receive all compensation earned prior to the resignation date together with accrued unused vacation pay provided the required notice is given but shall not receive any further Compensation.

Section 3 – Progressive Steps. Progressive discipline is not required, but the District will ordinarily administer discipline in a progressive fashion. Discipline will be dependent on the severity of the infraction, and the District is not required to adhere strictly to the order or system set forth below:

- (1) Verbal reprimand.
- (2) Written reprimand.
- (3) Suspension without pay.
- (4) Discharge.

However, exceptions or deviations from the normal procedure may occur when the District deems that the circumstances warrant other action, including immediate termination.

Employees have an obligation to cooperate with any investigation conducted by the District.

The District may, at its discretion, place employees on paid administrative leave during disciplinary investigations. Employees on paid administrative leave must remain reachable by phone and available to return within reasonable commute time to the District during on duty hours, if required. Paid administrative leave is not considered discipline and is not subject to the grievance procedure.

Section 4 – Notification. All steps in progressive discipline shall be conducted formally, in a private meeting with the employee having a right to representation. Employees shall receive prior written notification of the issues to be discussed. Upon the written consent of the employee, the Union will be provided copies of all disciplinary actions.

Section 4.1 – Timely. The District will strive to investigate and administer disciplinary actions in a timely manner once reported. The parties recognize, however, that investigations are dependent on factors outside the District’s control.

Section 5 – Weingarten. An employee shall have the right to a Union representative at all meetings with the District when the employee reasonably believes that discipline may result. If a Union representative is not immediately available to attend the meeting, the meeting will be postponed until such time as a Union representative is reasonably available. The District is not required to postpone if the employee’s preferred Union representative is not available but a different Union representative is available. Except for situations where the District reasonably believes immediate action is necessary, the District will endeavor to notify the Union President prior to the meeting taking place.

Section 6 – Pre-Disciplinary Hearing. In the case of a suspension without pay, demotion, or discharge, Employees will be entitled to a pre-termination hearing, with the right to representation, and to present evidence, and arguments, in their defense.

Section 7 – Garrity Rights. If an employee investigation and interview may lead to criminal charges or prosecution, the District shall advise the employee of their Garrity Rights prior to any investigation or interviews are conducted.

Section 8 – Records Maintained. Records of verbal and written reprimands will, after twenty-four (24) months from the date of the reprimand, and upon the employee’s written request, be removed from the active file, unless in the intervening period related infractions have occurred. In this case the time frame above starts over from the date of the most recent related infraction. Records of suspensions without pay, demotions, and discharges will remain in the active file permanently.

Section 9 – Rebuttal. An Employee has the right to attach a written rebuttal to any document placed in their personnel file.

ARTICLE 17 – GRIEVANCE PROCEDURE

Section 1 – Scope of Grievance Procedure. The purpose of this Grievance Procedure is to establish effective machinery for the fair, expeditious, and orderly adjustment of grievances. Only matters involving the interpretation, application, or enforcement of the express terms of this Agreement shall constitute a grievance.

Section 2 – Compliance with Agreement. No settlement of a grievance with any employee shall be contrary to the terms of this Agreement unless agreed upon by the parties' representatives.

Either the Union or the District may process grievances each against the other to allege contract violations and enforce the party's respective rights. Union or District grievances shall be subject to all applicable time limits, other provisions, and to mediation/arbitration.

Section 3 – Resolution by Meeting. Nothing in this agreement shall preclude the right of the two parties to meet and discuss the grievance in an attempt to resolve the issue.

Section 4 – Preliminary Grievance Procedure. Either the Union or the District may process grievances each against the other to allege contract violations and enforce the party's respective rights. Union or District grievances shall be subject to all applicable time limits, other provisions, and to mediation/arbitration.

The aggrieved employee(s) who feel they have a grievance shall initially present such grievance with the employee's immediate supervisor within twenty-one (21) calendar days of the date of the occurrence prompting the grievance. Whenever possible, grievances should be settled on an informal basis with the employee's immediate supervisor.

Section 5 – Formal Grievance Procedure.

STEP 1: Presentation to the Chief. If the grievance is not resolved in the preliminary grievance procedure, the employee shall have twenty (20) calendar days to notify the Union Grievance Committee, in which case it shall be settled in the following manner: The Union Grievance Committee, upon receiving a written and signed petition, shall determine within fourteen (14) calendar days of receipt if a grievance exists. If in their opinion no grievance exists, no further action is necessary.

If the Union Grievance Committee determines that a grievance exists, they shall, with or without the physical presence of the aggrieved employee, present the grievance to the Fire Chief.

The written grievance at this step and at all steps thereafter shall contain the following information:

- (1) a statement of the grievance and the facts upon which it is based;
- (2) the alleged violation of the Agreement, including the provisions of this Agreement allegedly violated;
- (3) the remedy or adjustment sought; and
- (4) the signature of the aggrieved employee.

The Fire Chief shall respond in writing to this grievance within fourteen (14) calendar days of its receipt. The written response at this step, and management responses at all steps thereafter, shall contain the following information:

- (1) a denial of the disputed facts upon which the grievance is based;
- (2) a clear statement responding to the grievant's position;
- (3) the remedy or adjustment, if any, to be made; and
- (4) the signature of the appropriate management representative.

STEP 2: Presentation to the District Board of Commissioners. If the grievance is not resolved at Step 1, the Union shall, with or without the physical presence of the employee, present the grievance to the Fire Commissioners in writing within twenty (20) calendar days. The Commissioners shall respond in writing within thirty (30) calendar days after it has been presented to them. If requested by the board, the Union shall meet with the Board to attempt to resolve the grievance.

STEP 3: Mediation / Arbitration.

Mediation If the grievance has not been resolved at Step 2 or as outlined in DISTRICT GRIEVANCES, the grievant shall notify the other party in writing of their desire to file for grievance mediation within ten (10) working days after receipt of the District Board's written response from Step 2 or the Board's failure to act. The grievant and the District shall, within fourteen (14) calendar days of the request to mediate, meet for the purpose of selecting a mediator. If, within fourteen (14) calendar days of the request to mediate, the parties cannot agree on the selection of a mediator, either party may request a mediator be assigned through PERC.

Arbitration. If the grievance is not resolved at mediation, the grievant may, by written notification, move the grievance to arbitration. If the two parties cannot agree on the arbitrator within fifteen (15) calendar days, then a list of seven (7) names shall be obtained from the Federal Mediation Conciliation Service, northwest panel. The parties shall alternately strike names. The party to strike first shall be determined by coin toss. Nothing herein shall prevent the parties from using mediators and/or arbitrators mutually agreed upon.

The arbitrator's decision shall be final and binding on both parties and he/she shall be requested to issue his/her decision not later than thirty (30) calendar days after the conclusion of the proceedings, including filing of briefs, if any.

The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue or issues presented; and shall confine his/her decision solely to the interpretation, application, or enforcement of this Agreement. The arbitrator shall confine himself/herself to the precise issue submitted for arbitration, and shall have no authority to determine any other issues not so submitted to him/her. The decision of the arbitrator shall be final and binding upon the aggrieved employee, Union and District provided that the decision does not involve action by the District which is beyond its jurisdiction, and provided further that the decision of the arbitrator is not arbitrary, nor capricious, nor exceeds his/her authority.

The following grievance principles shall govern and be controlling in any and all grievances:

1. The District and the Union shall share equally the fees and expenses of the mediator/arbitrator.
2. Either party has the right to have a representative represent them at any step of the grievance procedure.
3. While a grievant may be made whole, any punitive financial award shall be void and unenforceable.
4. Unless agreed otherwise, only one grievance will be heard at a time by an arbitrator.
5. Time limits described herein must be strictly adhered to. The District and the Union may agree to extend the time limits of any of the above steps only if mutually agreed to by both parties. If any of the time limits set forth above are not adhered to by the District, the grievant may move the grievance to the next step. Failure to move the grievance to the next level in a timely manner shall constitute a waiver of the grievance.
6. To the extent permitted by law, the act of filing a grievance shall constitute the employee's authorization to the District to reveal to the participants in the grievance procedure any and all information available to the District relating to such grievance. Such filing shall further constitute a release of the District from any and all claimed liability for making such disclosure.

DISTRICT GRIEVANCES: Shall be submitted to the Union. District grievances shall be submitted within fourteen (14) calendar days of the occurrence prompting the grievance and shall be subject to Arbitration and all other provisions in Step 3. The District shall notify the Union in writing of submission to Arbitration within fourteen (14) calendar days after receipt of the Union's written response, which shall be issued within fourteen (14) calendar days of receiving the District's grievance.

Section 6 – Election of Remedies. A party must choose between pursuing a grievance through the grievance process and other venues.

If the Grievant elects to resolve a grievance through arbitration, the Grievant waives any and all rights to pursue that matter through litigation or in any other forum.

If the Grievant files a lawsuit or elects to pursue the subject matter of a grievance in any other

forum, the Grievant waives any and all rights to pursue that matter through this grievance procedure and, in this case, the Grievant cannot be required to exhaust its Article 17 remedies.

Nothing herein shall limit the right of a Grievant from pursuing separate violations in different forums for each violation.

ARTICLE 18 – WAGES

Section 1 – Wages shall be as set forth in *Appendix A* and shall be paid bi-monthly on the 10th and the 25th day of the month.

Section 2 – If the payment date falls on a holiday or a weekend employees shall be paid on the business day preceding such occurrence.

ARTICLE 19 – HOURS OF DUTY AND OVERTIME

Section 1 – Work Schedules. Full-time fire suppression employees will be assigned by the District to the following work schedule:

A. *48 Hour Work Schedule:* 48 hours on duty followed by 96 hours off duty.

Section 2 – Work Week. The average work week for a full-time fire suppression employee assigned to the *48 Hour Work Schedule* shall be 56.154 hours (2,920 hours per year).

Section 3 – Duty Shift. The duty shift for fire suppression employees assigned to the *48 Hour Work Schedule* shall begin at 0700 hours of the duty day and shall end at 0700 hours the following the second day.

Exception: Recruit Firefighter Training. Recruit firefighters may be assigned to a 8 hour work schedule that shall usually begin at 0800 hours and end at 1700 hours Monday through Friday, but may vary to fulfill the District-prescribed and required training program. Staff and line personnel may be assigned and act as training supervisors or instructors and they also may be assigned to another work schedule for that purpose.

Beginning on November 6, 2022, the Fair Labor Standards Act Section 7(k) partial exemption work period for employees covered under this Agreement is 24 days.

Section 4 – Overtime. Full-time fire suppression employees assigned to the 48-hour schedule shall be paid overtime pay for all hours worked outside of their assigned duty schedule rounded to the next half-hour. The overtime rate shall be one and one-half (1½) times the regular hourly rate.

Section 5 – Event Call Back. Full-time employees called back to work during off-duty time to cover for an event (i.e. structure fire) shall be paid for a minimum of two (2) hours at the overtime rate as outlined in this Article.

Section 6 – Mandatory Call Back. Full-time employees called back to work during off-duty time for staffing purposes shall be paid at the overtime rate as outlined in this Article. Hours shall not be

mitigated to avoid paying the overtime rate by altering the employee’s regularly scheduled shift assignment.

Section 7 – Hold Over. Employees required to work beyond the end of their regular shift shall be paid at one and one-half (1½) times the employee’s regular hourly rate rounded to the next half-hour.

ARTICLE 20 – HOLIDAY PAY

Section 1 – Holidays. The following holidays are recognized by the Fire District as paid holidays for all full-time, non-exempt employees:

Holiday	Date
New Year’s Day	January 1 st
Martin Luther King’s Birthday	3 rd Monday in January
Presidents’ Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veterans’ Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day After Thanksgiving	Day after the 4 th Thursday in November
Christmas Day	December 25 th

Section 2 – Holiday Pay. Employees working during a holiday shall be paid at a rate of one and one-half (1½) times their respective Regular Hourly Rate.

ARTICLE 21 – SHIFT TRADES

Section 1 – Trades. Employees shall be permitted to trade shifts or hour-for-hour portions of shifts (i.e. holdover or early shift relief) with other equally qualified employees, provided the following conditions are met:

- i. Shift trades shall not result in any additional cost to the District or interfere with District operations. Shift trade hours shall not constitute hours for calculating FLSA.
- ii. Employees participating in a trade shall be qualified to perform the duties of the position being filled.
- iii. Paybacks for shift trades shall be accomplished within six (6) months of the initial trade.
- iv. For accountability purposes, shift trades shall require prior written notification and approval by the Fire Chief or designee utilizing the approved

shift trade form. However, the District shall have no obligation to keep records of shift trades.

- v. Employees shall not exchange shifts where such an exchange will cause the employee to work more than seventy-two (72) consecutive hours.

Section 2 - Responsibility. Shift trades are considered voluntary substitutions for the convenience of the employees. It shall be the responsibility of the employees participating in the shift trade to ensure they have satisfied their respective shift trade obligations.

Section 3 – Failure to Report. Where a shift trade has been authorized and the relief employee fails to report for duty, it shall be the responsibility of the relief employee to arrange for their replacement. With the exception of an employee unable to work due to an illness or injury, employees who fail this obligation will be charged one and one half (1.5) hours of vacation leave for each one (1) hour of reduced coverage. If an employee’s employment with the District terminates before fulfilling all shift trades, the following charge(s) shall be deducted for every unfulfilled hour from the employee’s final paycheck:

- Shift trades scheduled within the first 30 days of separation will be charged one and one half (1.5) hours of vacation leave.
- Shift trades scheduled after the first thirty (30) days from separation will be charged one (1) hour of vacation leave.
- Every shift trade after the first two (2) regardless of separation time will be charged one and one half (1.5) hours of vacation leave.
- If the employee has insufficient vacation leave to cover the deduction, the deduction will come from the employee’s sick leave at a rate of four (4) hours of sick leave for every one (1) hour that would have otherwise been deducted as vacation leave.

ARTICLE 22 – VACATION LEAVE

Section 1 – Accrual. Effective upon successful completion of the probationary period an employee shall accrue vacation in the amount of five (5) hours each pay period (approximately 5 days per year) in the first year of employment. On the employee’s anniversary date for every subsequent year, the accrual rate shall be adjusted to provide that the employee accrues one (1) additional day of vacation per year, up to a total of fifteen (15) days per year maximum.

When annual vacation is taken, the time shall be charged only against regular working hours for such employee and shall be charged in units of hours.

Annual vacation must be approved by the Fire Chief or designee as follows:

- Employees shall submit a written request for vacation to the Fire Chief.
- Subject to the approval of the Fire Chief, the vacation will be added to the shared calendar.

A maximum of one (1) employee may request vacation on a particular day.

Following completion of the first six (6) months of employment, employees will be entitled to use their accrued vacation leave.

Section 2 – Maximum accrual. Annual vacation may be accumulated up to a total of Twelve hundred (1,200) hours. The Chief may require employees to take periodic vacations to ensure employees take necessary relief from the duties and responsibilities of their job.

Section 3 – Separation. Upon separation of employment (including retirement) from the District, unused earned vacation shall be paid at one hundred (100) percent to the affected employee.

ARTICLE 23 – PERSONAL PAID LEAVE

Section 1 – Accrual. Effective upon successful completion of the probationary period, employees are eligible for three (3) paid days to use as personal leave. Personal leave hours are accrued on January 1. Personal leave must be used in the calendar year in which it is earned. Any unused leave available at the end of the year will not be carried forward.

Section 2 – Separation. Paid personal leave will not be paid out upon separation of employment.

ARTICLE 24 – SICK LEAVE

Section 1 – Accrual. Employees shall accrue sick leave of twelve (12) hours per pay period. Sick leave may be accumulated to a maximum of two thousand eight hundred and eighty (2,880) hours per employee. Hours accrued in excess of the maximum shall be paid at twenty-five (25) percent to the affected employee.

Employees may use sick leave for the following purposes:

- For a mental or physical illness, injury, or health condition or if you need a medical diagnosis or preventative medical care.
- If a family member (see below) needs care for a mental or physical illness, injury, or health condition, or needs a medical diagnosis or preventative medical care.
- If your workplace or your child's school or place of care has been closed for any health-related reason by order of a public official.
- If you are absent from work for reasons that qualify for leave under the state's Domestic Violence Leave Act (DVLA).
- Bereavement in accordance with Article 25.

Any employee that needs to call in sick will do so before 0600 hours on the day of their shift.

Section 1.1 – Separation. Upon separation of employment from the District (including retirement), twenty-five (25) percent of all unused sick leave shall be paid at the Employee's current hourly rate.

Section 1.2 – Separation with Deficit. Employees may not use sick leave in excess of their accrued sick leave, except with the express written consent of the Fire Chief or designee. Should an employee separate employment with a sick leave deficit; meaning more hours used than would have been accrued during the period of service, the District is authorized to amounts sufficient to reimburse the District for the sick leave deficit from employee's earnings.

Section 2 – Sick Leave Reporting. Medical certification from the employee's health care provider may be required by the District after more than three (3) consecutive 24-hour scheduled work days on sick leave. If the employee is off for more than seven (7) days of sick leave the District may require a return to duty fitness report.

Section 3 – Illness of Family Members. In the event of a serious illness/injury in the immediate family of the employee, the employee, at his/her request, shall be granted time off utilizing earned sick leave time. Immediate family shall be as defined in Article 25 Section 2.

ARTICLE 25 – BEREAVEMENT LEAVE

Section 1 – Leave. In the event of a death in the immediate family of an employee, the employee shall be granted up to forty-eight (48) hours of leave from scheduled work with pay, which will come out of the employee's sick leave bank.

Additional leave for such purpose may be taken and charged to other earned leave upon authorization of the Fire Chief.

Section 2 – Immediate Family. For these purposes immediate family shall be defined as follows: spouse, parents, step-parents, foster parents, father-in-law, mother-in-law, children, step-children, foster children, sons-in-law, daughters-in-law, grandparents, grandchildren, brothers, sisters, brothers-in-law, sisters-in-law.

ARTICLE 26 – LIGHT DUTY

Section 1 – Light Duty. Employees who incur a duty-related or non-duty related injury or illness that causes them to be physically or mentally unable to perform the duties assigned to them in their job description may be assigned to light duty in the District's sole discretion if appropriate work is available and subject to the approval of the attending physician.

Section 2 – Definition. Light Duty is defined as a temporary work assignment status with limited and restricted terms of job performance for union employees that are medically unable to fulfill the full duties of their position due to injury or illness.

Section 3 – Conditions. As a condition of light duty, the employee shall obtain a statement from the District physician and/or their own private physician outlining the working conditions and limitations that must be followed over the course of the assignment. An employee shall take sick leave, vacation leave or leave under the Family Medical Leave Act until the District physician and their private physician releases an employee for light duty status. The District

reserves the right, at its own expense, to have the employee examined by a District appointed physician.

Light duty for non-duty related Sick Leave use shall be voluntary.

Section 4 – Hours. Light duty assignments shall not be in excess of 40 hours per week. For all hours worked on a light duty assignment, an employee shall continue to accrue vacation and sick leave.

ARTICLE 27 – PREGNANCY ACCOMMODATION

Section 1 – Workplace Accommodation. Employees who qualify for workplace pregnancy accommodations as outlined under RCW 43.10.005 and/or wish to apply for modifications may request to meet with the Chief or their designee to discuss accommodations as appropriate.

ARTICLE 28 – OCCUPATIONAL DISABILITY ALLOWANCE

Section 1 – Disability or Illness. In the case of any disability or illness which is covered by Labor and Industries (L&I) Industrial Insurance the employee shall be eligible to receive sick leave benefits.

Section 2 – Occupation Injury. Employees who suffer an occupational injury or illness shall file an application for worker’s compensation in accordance with RCW 51.32.

ARTICLE 29 – INSURANCE AND RETIREMENT BENEFITS

Section 1 – Health Benefits.

Section 1.1 – Employee Medical. The Fire District will pay one hundred percent (100%) of the premium for an employee in the Preferred (PPO 100) Plan in the Washington Fire Commissioners Association medical insurance plan, except as provided in Section 1.5 below.

Section 1.2 – Employee Dental. The Fire District will pay one hundred percent (100%) of the premium for the employee in Washington Fire Commissioners Association Delta Dental PPO Incentive Plan, except as provided in Section 1.5 below.

Section 1.3 – Dependent Coverage. Except as provided in Section 1.5 below, the Fire District will pay for dependent medical and dental premiums based on the number of consecutive completed years of service with the District as follows:

- Less than 6 months – None
- After 6 months – 50%
- 2 years – 60%
- 3 years – 70%
- 4 years – 80%

Section 1.4 – Terms of Insurance Policies Govern. The extent of coverage under the insurance policies referred to above shall be governed by the terms and conditions set forth in said insurance contracts. Any question concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement.

Section 1.5 – Premium Increase. To the extent the premiums for coverage under one or more of the insurance policies increase by more than five percent (5%) in any given twelve (12) month period, the parties shall meet and confer regarding changing policy(ies). If the parties do not mutually agree to maintaining the current policy(ies) or switching to an alternative insurance policy(ies), the cost of the premium increase over five percent (5%) shall be shared equally between the Employee and the District.

Section 2 – Deferred Compensation

Full-time employees are eligible to voluntarily participate in an approved Deferred Compensation Plan as outlined in the Internal Revenue Code (IRC) Section 457.

The District agrees to facilitate a pre-tax payroll deduction from each LEOFF 2 plan employees for the purposes of participation in a Deferred Compensation Program.

Section 3 – Life Insurance

Insurance Coverage. The District agrees to select, furnish and pay one hundred (100) percent of a \$75,000 Life Insurance for full-time employees covered by this agreement.

Section 4 – Law Enforcement Officer Fire Fighter 2 (LEOFF 2)

Retirement Pension. The District shall cover members of the bargaining unit in accordance with the applicable State pension system requirements.

ARTICLE 30– WELLNESS AND PHYSICAL FITNESS

Section 1 – Fitness Program. All Employees shall participate in a physical fitness program. It is intended that all employees shall be allowed one (1) hour per shift for participation. It is intended that the physical fitness conditioning period shall not interfere with assigned or scheduled shift work, drills, training, inspections or emergency response.

Section 2 – Physical Examinations. Routine physical examinations are deemed to be a benefit to the employee, and such physical examinations are seen by the parties as in the best interest of both the Fire District and employees. Regular physical examinations are an integral part of effective preventative medicine. Both the Fire District and the Union have an abiding and continuing interest in the health and fitness for duty of all employees. It is particularly acute for line personnel, where our ability to provide services and assure both personal and team safety is dependent on health and fitness for duty.

Section 2.1 – Physician. The District shall designate an examining physician who is qualified in all respects to conduct the physical examinations of firefighter personnel and provide reliable firefighter fitness evaluations as outlined in NFPA 1582.

Section 2.2 – Routine Physical Exams. All full-time employees shall have routine physical examinations by an examining physician listed as a preferred provider through the Washington Fire Commissioners Association (WSFCA) Insurance Program as follows:

- Physical Exam Every 3 years to age 30
- Every 2 years, ages 30 to 40
- Every year, age 41+
- Chest X-Ray Every 3 years
- PSA Every year, age 40+

Physical exams shall be complete and comprehensive, consistent with Appendix “B” to this agreement. The Physical Examinations shall be conducted within a 75 mile driving distance of the

Fire District and the Fire District will only be obligated to allow four (4) hours of paid time off to conduct the physical examination.

The employee upon completing the physical shall provide the Fire District with written verification from the examining physician that the physical was conducted by December 31.

Section 3 – Fitness for Duty Exam. Any employee may be required by the Fire District to pass a special fitness-for-duty examination as outlined in this Article by a designated examining physician if required, as a condition precedent to the return to duty from leave due to an illness, injury, or disease. This exam shall be paid for by the Fire District.

Section 4 – Physical Ability Test. Members of the bargaining unit may be asked to participate in an annual physical ability test along with other members of the Fire District who perform the same duties.

ARTICLE 31 – CAREER AND VOLUNTEER MEMBERS

Section 1 – Restriction on Replacement of Career Firefighters. Absent the failure of levy funding or demonstrating a legitimate economic hardship, the District will not permanently replace paid employee positions with volunteer members for assigned staffing. Volunteer members may augment current employees and may temporarily fill shifts for employees who are absent, e.g., due to sick leave, vacation, or authorized leave.

Section 2 – Relationship with Volunteer Members. Employees are required to cooperate with volunteer members for the development and achievement of a unified, effective and efficient firefighting team. Pursuant to that end, employees shall cooperate, work, respond, and team with volunteer members in training, maintenance, response readiness, public education, and emergency incident responses.

Section 3 – Volunteer Assignment. Within the provisions of this Article, Volunteer members may be assigned to fire stations to staff the station, with or without paid employees being assigned to that station. When paid employees and volunteer members are assigned to the same station, one of the duties and responsibilities of the bargaining unit personnel may be, at the sole discretion of the Fire Chief or his/her designee, to train and supervise the volunteer members.

ARTICLE 32 – SAVINGS CLAUSE

Section 1 – Provisions. If any provisions of this Agreement or the application of such provisions should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect. Any provisions declared invalid would be subject to re-negotiation by the parties.

ARTICLE 33 -- TERMS OF AGREEMENT

Section 1 – Effective Dates: This Agreement shall be and hereby does become effective upon ratification (all provisions) of both parties, and shall remain in full force and effect up to and including **December 31, 2024**, and from year-to-year thereafter; provided, that either party wishing to terminate or amend the same, shall notify the other party within the time limits provided by state law.

Section 2 – Entire Agreement: This Agreement expressed herein in writing constitutes the entire agreement between parties. No oral statement shall add to or supersede any of its provisions.

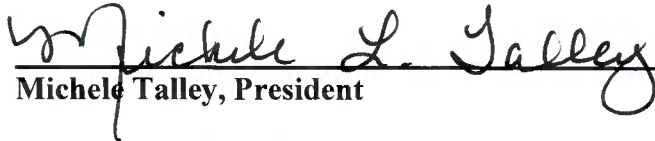
Section 3 – Amendment of Agreement: This Agreement may be amended at any time by mutual agreement of both parties. Supplemental agreements may be completed through negotiations at any time during the life of this Agreement. Either party may notify the other party, in writing, of its desire to negotiate.

Supplemental agreements, thus completed, will be signed by the responsible Union and District officials. Supplemental agreements thus completed shall become a part of the larger agreement and subject to all its provisions.

AGREEMENT between **Grant County Fire District 8** and **Local 4418, International Association of Firefighters** acknowledged and executed this **1st day of November, 2022**.

IAFF LOCAL NO. 4418

GRANT COUNTY FIRE PROTECTION DISTRICT NO. 8


Michele Talley, President


Paul Parker, Commissioner


Ross Massey, Vice President


Scott Nesbit, Commissioner


Richard Kummer, Commissioner


Debra Crain, Commissioner


Russell Brixey, Commissioner

Attest:


Barbara Davis, Secretary

APPENDIX A

Final Monthly Wages and Hourly Rates

*First Year: November 1st, 2022 through 2023**

*2023 MONTHLY BASE WAGE

	Top Step FF Percent	Months of Service	Monthly Base Wage
Step I	85	0-12	\$4,051.67
Step II	90	12-24	\$4,290.30
Step III	95	24-36	\$4,528.34
Top Step	100	36<	\$4,766.67

Lateral hires shall be included in the step negotiated between the District and that employee taking into consideration years in the fire service and alignment with Firefighter Development Program outlined in Appendix D.

Before progressive steps in wages, the employee must satisfy the requirement for the step under the Firefighter Development Program outlined in Appendix D.

Premiums

Add the following premiums to individual employee's *Final Monthly Base Wage* as applicable:

Add: Applicable *Specialty Job Premium* to *Final Monthly Base Wage*
Specialty Job Premium: See below.

Add: Applicable *Technical Incentive Premium* to *Final Monthly Base Wage*
Wage Technical Incentive Premium: See below.

After addition of applicable premiums, result is **2023 Final Monthly Wage**. Use this amount for the calculation of the individual hourly rates.

- ***Hourly Rate for Calculating Overtime for Firefighter Personnel = (Final Monthly Wage) (12) / (2,920-152)***

This formula for calculation of the hourly rate shall apply to all fire suppression employees regardless of work schedule, and also to staff officers (see provision below).

Second Year: 2024

The 2024 Final Monthly Base Wage and Hourly Rate shall be calculated as follows:

- 1) Apply annual COLA to Final 2023 Monthly Base Wage for Senior Firefighter.

COLA = 100% of the increase in the West Region All-Cities CPI-U for the twelve-month period ending April of the prior year.

Final increase shall be a minimum of 2.0% and not more than 4.0%.

- 2) Calculate 2024 Monthly Base Wage schedule using Senior Firefighter percent figures for each position.
- 3) Calculate 2024 Final Monthly Wage amounts by addition of applicable monthly premiums.

This shall be included in the calculation of the employee hourly wage.

Specialty Job Premiums

Employees shall receive incentive pay for working in additional job roles for the District outside of the employee's job description as follows:

Job Assignments	Premium Pay (Base Wage Increase)
Mechanic	5%
Training	5%
Resident Coordinator	5%

NOTE: Specialty Job Premium increases shall not exceed a maximum of seven and one-half percent (7.5%) for any employee.

Technical Incentive Premiums

Employees shall receive incentive pay for having certifications that benefit the District outside of the employee's job description as follows:

Certifications / Special Operations	Premium Pay (Base Wage Increase)
Advanced EMT	2%
High/Low Angle Technical Rope Rescue	2%

This shall be included in the calculation of the employee hourly wage.

APPENDIX B

Physical Examination Procedures

Kadlec Occupational Medicine

Annual Firefighter Medical Exam

Annual Firefighter Medical Exam

- a. NFPA 1582 Physical exam
- b. Resting 12-lead EKG
- c. Pulmonary function testing
- d. Annual audiogram
- e. VT1 Complete vision testing
- f. US Thyroid Screening
- g. Treadmill METs w/ EKG monitoring
- h. CBC with differential
- i. Chemistry panel
- j. NMR Lipid Screening
- k. Hs-CRP
- l. Venipuncture
- m. Urinalysis
- n. Instant Urine Drug screen
- o. Respiratory questionnaire review
- p. Quant. TB Gold

Optional Services

- a. PSA testing (>40 y/o) *Optional
- b. Hemocult & DRE (>40 y/o) *Optional
- c. US Carotid Screening (>40 y/o)
- d. US Abdominal Aorta (>40 y/o)
- e. Chest X-ray 2-view (every 5 years)
- f. CDL/DOT exam (w/ full annual exam)
- g. PCB-Polychlorinate/Biphenyls
- h. Cholinesterase-blood
- i. Heavy Metals
- j. Serum Zinc
- k. ZN Protoporphyrin

*Haz-Mat specific labs

APPENDIX C

Report of Examination

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you do not provide any genetic information when responding to this request for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproduction services.

NAME _____ DATE EXAMINED _____

JOB FOR WHICH PERSON EXAMINED _____

EXAMINATION REQUESTED BY _____

EVALUATION

Based on all the information available, it is my opinion that the above named person has:

- No medical condition that would cause any of the below-described situations to occur. The person is fully compliant with the medical requirements of NFPA 1582.
- Medical condition(s) which may: (*check as appropriate*)
 - Endanger others (employees, general public, EMS patients, or others) with whom the person may be expected to have contact in the regular course of employment.
 - Endanger themselves in the performance of their duties.
 - Be aggravated by their work exposures or activities.
 - Interfere with job performance.
 - Other: _____

INFORMATION ON MEDICAL CONDITIONS

The medical condition(s) is likely to be:

- Temporary, lasting approximately _____
- Permanent

In my opinion, the medical condition(s) may result in more than three separate illness or injury absences in a year.

- Yes No Not predictable

RECOMMENDATIONS

Based on all the information available to me, I recommend the following:

- No restrictions in work assignments for above job.
- Restricted activities: _____

- Limited exposure: _____

- Special protective measures: _____

- Other: _____

I have reviewed the current (approved) version of *NFPA 1582, Medical Requirements for Firefighters* and have based my examination and determination on that standard.

Date _____ Signature _____ M.D.

APPENDIX D

Firefighter Development Program

Step 1 Firefighter requirements

- During months 1 through 12
 - EVIP for District Apparatus
 - IFSAC Firefighter 1
 - NWCG Wildland Firefighter II
 - Pump Operations
 - District Water Supply Systems
 - District Knowledge and Maps
 - NIMS ICS 100,200,700 and 800
 - CPAT or Department equivalent
 - Fire District 8 policies and procedures
 - Completion of probationary firefighter/EMT manual
- Upon Successful completion of Step 1 Firefighter requirements, employees will advance to Step 2 Firefighter pay rate.

Step 2 Firefighter requirements

- During months 13 through 24
 - IFSAC Firefighter II
 - EVIP Instructor
 - Rope rescue ground operations or rope tech
- Upon successful completion of Step 2 firefighter requirements, employees will advance to Step 3 Firefighter Pay Rate.

Step 3 Firefighter requirements

- During months 25 through 36
 - IFSAC Instructor 1
- Upon successful completion of Step 3 firefighter requirements, employees will advance to Step 4 Firefighter Pay Rate.