

AGREEMENT BETWEEN THE CITY OF TUMWATER



AND

THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 2409



2025-2027

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ARTICLE 1 – PREAMBLE

This agreement is made and entered into by and between the International Association of Firefighters, Local 2409 (hereafter referred to as the Union) and the City of Tumwater, WA (hereafter referred to as the Employer or City). The City agrees that all written conditions of employment in its individual operation relating to wages, hours of work, overtime as defined for this unit, general working conditions, benefits and job security provisions shall be maintained at not less than the standards in effect at the time of the signing of this Agreement as defined for this unit unless changed by mutual agreement.

It is hereby agreed by the parties signatory hereto that it has been and will continue to be in their best interests to promote and encourage areas of understanding and cooperation in Labor-Management Relations; to promote efficiency and responsibility in the performance of the work and accomplishment of the public purposes of the City of Tumwater; to promote procedures and methods to promptly and fairly adjust differences, misunderstandings and disputes; to promptly promote reasonable and fair working conditions and to encourage an environment of goodwill and harmony between the Employer and the Employees for the benefit of all.

ARTICLE 2 – RECOGNITION

The City recognizes that according to law Local 2409, International Association of Firefighters, has the right to bargain for all permanent, full-time Employees of the Fire department, with the exception of the Chief, Deputy Chief, and clerical staff.

ARTICLE 3 – UNION MEMBERSHIP

- 3.01: It is agreed that the Union shall indemnify, defend and hold harmless the Employer and its officials, representatives and agents against any and all reasonable costs that shall arise out of, or by reason of action taken or not taken by the Employer in complying with the provisions of this article. If an improper deduction is made the Union shall refund any such amount directly to the Employee.
- 3.02: The Employer will distribute one copy of this agreement to each newly hired Employee of the unit.
- 3.03: The Union agrees to supply the Employer with lists of officers of the Union and its representatives and to keep such lists current. The Employer will recognize the officers and representatives ten (10) days after receipt in writing by the Mayor of the City of Tumwater.
- 3.04: The City agrees to allow time off with pay for the above-mentioned union Officers or their designee up to a total of 360 hours per year, to attend local, state or national conferences or seminars provided that:
- a) Notice is given at least forty-eight hours in advance;
 - b) The absence of the Officer(s) will not negatively affect department operations as determined by the Chief; and
 - c) The cost of relief employees shall be the responsibility of the Union.

- 3.05: The Union agrees to accept any Employees as members without discrimination as to race, color, creed, gender, sexual orientation, national origin or physical, sensory or mental disability, or any other protected class status.
- 3.06: The Union, its business representatives, or its members shall not collect dues or conduct Union business except as provided herein.
- 3.07: Any charges by the City which indicate that a Union representative is spending an unreasonable amount of time in handling grievances or disputes or performing other duties for the Union shall be referred to the Mayor, or his/her designee, for discussion with the official Union representative. The City shall have the right to require the Union to refrain from excessive activities, or if after discussion with the Union representative, the representative continues to spend an unreasonable amount of time handling grievance disputes, the City may withdraw labor relation privileges from the representative to carry out those functions on Department time. It will be the responsibility of the Mayor, or his/her designee, to make this determination.
- 3.08: There will be no shop stewards appointed by the Union for this unit.
- 3.09: The Employer will provide for payroll deductions of Union dues, assessments and fair share amounts upon voluntary written authorization by the Employee. Payroll deduction authorization cards must be received by the City by the fifteenth (15th) day of the month to be recognized as effective for that month. The City will transmit to the duly designated officer of the Union the total amount so deducted, together with the list of names of the Employees from whose pay deductions shall be made by the Union and the Union shall settle all questions and disputes between it and its members with reference to the deductions, or refunds, or the like without recourse to the City.

ARTICLE 4 – NON-DISCRIMINATION

- 4.01: No Employee shall be discriminated against for upholding Union principles, nor shall any Employee who serves as an officer, or on a committee of the Union, lose his/her job, or be discriminated against for such reasons.
- 4.02: No Employees shall receive a reduction in wages or be deprived of more favorable working conditions due to the signing of this agreement.

ARTICLE 5 – SENORITY

- 5.01: The principal of seniority (length of service) within each classification and each Employee's total service within the City Fire Department will be applied when an Employee is laid-off for lack of funds, or lack of work, and for rehire when work becomes available. Lay-offs will be by classification as determined by the City. However, if an Employee is being laid-off by classification, and he/she has held another position at a lower level of the organization within the Fire Department and has more seniority than an Employee within that class, he/she will have the right to bump the least senior Employee. For the purpose of this contract, the City will determine the

classification to be used in the Fire Department. Provided, however, that in the event of a lay-off caused by the elimination of the paramedic program within the City Fire Department, seniority will be determined by continuous full-time employment with the City Fire Department without regard to job classification.

- 5.02: Seniority shall be broken by a lay-off of two (2) years, by voluntary resignation or by discharge for just cause.
- 5.03: In the event of a lay-off or reduction in force, where a tie exists seniority shall be determined by the Civil Service Commission list.

ARTICLE 6 – PROBATION

- 6.01: Upon entry into the Fire Department the Employee may be required to serve a maximum eighteen months (18 months) probationary period, unless extended as per Civil Service Rules. Upon successful completion of the probationary period the Employee shall be considered a fully appointed Employee.
- 6.02 The probationary period for new employees shall be a minimum of twelve months (12 months) not inclusive of any required fire academy.
- 6.03: The probationary period for re-hires, promotions or voluntary transfers to positions covered by this Agreement with different job descriptions (including transfers from Firefighter/Paramedic to Firefighter) shall be six (6) calendar months.

ARTICLE 7 – SALARIES

- 7.01: The monthly salaries for the classifications covered by this Agreement are contained in pay schedules in Appendix “A” to this Agreement.

Effective January 1, 2025, the monthly pay schedule shall be increased by 5.8% to adjust for both labor market increases (2.0%) and a cost of living adjustment (3.8%).

Effective January 1, 2026, the monthly pay schedule shall be increased by 2.0%. for a cost of living adjustment.

Effective January 1, 2027, the monthly pay schedule shall be increased by a COLA adjustment which shall be a minimum of 3.0% to a maximum of 5% based on Seattle/ Tacoma/Bellevue June 2026 CPI-U.

The pay ranges in the salary matrices for each job class shall reflect the differences relative to the top step of the Firefighter job class as reflected in Appendix “A” to this Agreement.

- 7.02: Step raises shall be at yearly intervals beginning at the date of hire except that those hired into

the recruit step shall advance to Step One after six (6) months of service. Each pay step will be a percentage of top step firefighter as identified in Appendix "A". The Recruit step shall be applied during the first six (6) months of employment as a Firefighter or a Firefighter/Paramedic.

Employees promoted will receive a step increase after completion of a six (6) months probationary period.

- 7.03: Firefighters and Fire Lieutenants that retain their Paramedic Certification may, at the sole discretion of management, work and be paid at the equivalent Paramedic pay rate. Management retains the authority to approve any voluntary transfers and may require such employees to fill paramedic shift vacancies as needed.
- 7.04: Specialty pays are outlined in Appendix A of this agreement. No employee shall be paid for more than two (2) specialty certifications.
- 7.05: Employees assigned to work a daytime schedule as defined in section 8.03 shall receive an additional 2% compensation.

ARTICLE 8 – HOURS OF DUTY

8.01: Shift employees shall work a 4-Platoon system consisting of four shifts: A, B, C, and D, and Float. Based on evaluation of evidence by the City and Union, parties agree to adjust terms and scheduling practices to meet the goals defined below.

- 8.01:01: Positive impact to operational effectiveness and efficiency
- 8.01:02: Reduced overtime due to annual leave scheduling
- 8.01:03: Equalization of staffing across shifts
- 8.01:04: Overall impact of overtime.

8.02: Twenty-Four Hour Shift Employee- Under the 4-Platoon system, static workdays for shift employees shall be one (1) static workday consisting of twenty-four (24) hours, followed by forty-eight (48) hours off duty, followed by one (1) static workday consisting of twenty-four (24) hours, followed by ninety-six (96) hours off duty.

Within each twenty-four (24) day work cycle, shift employees shall schedule not more than one (1) dynamic workday (a duty shift worked in addition to the assigned static work schedule listed above) to balance hours worked. This dynamic shift shall be approved by management.

In 2025 shift employees will work 91 static workdays per year, and 14 dynamic workdays to a total of 105 shifts per year, totaling 2,520 annual contract hours.

In 2026 and 2027 shift employees will work 91 static workdays per year, and 12 dynamic workdays to a total of 103 shifts per year, totaling 2,472 annual contract hours.

Float Employee(s): Under the 4-Platoon system, designated float employee(s) will schedule no more than seven (7) duty shifts consisting of twenty-four (24) hours each in every 24-day work

cycle for a total of 105 shifts per year, totaling 2,520 annual contract hours in 2025 and a total of 103 shifts, totaling 2472 annual contract hours in 2026 and 2027. Shifts will be scheduled in accordance with a mutually agreed upon process by the Labor Management Committee. Float Employees are subject to the shift limits outlined in sections 8.04-8.07.

- 8.03: Daytime Employees: Day personnel shall work a schedule mutually agreed upon by the Chief and the Union not to exceed forty (40) hours per week. The standard workday and normal hours of day personnel shall be consistent with City policy. Alternative work schedules may be used of mutually beneficial to the City and the employee and consistent with City policy.
- 8.04: To maintain required minimum staffing levels, employees may be required to work beyond their regular scheduled hours of work up to a maximum of forty-eight (48) consecutive hours with twelve (12) hours minimum rest period before their next scheduled shift.
- 8.05: Employees may work in a support role which involves training, administration, special events, or public education prior to or immediately following a 48-hour shift. This time will be included as a rest period.
- 8.06: If mandatory overtime is required to maintain minimum staffing, employees may voluntarily work up to 72-hours or three (3) consecutive shifts to meet minimum staffing requirements. Employees shall not work beyond 72-hours or three (3) consecutive duty shifts. After any 72-hour work period on a duty shift, employees must have a minimum of a 24-hour rest period before returning to another duty shift. This limitation does not prohibit completion of shift assignments. This section does not apply to regular overtime or shift trades.
- 8.07: In preparation of, responding to, or recovering from a catastrophic emergency or special event that requires additional staffing, the limitation of sections 8.04 and 8.06 may be waived.

ARTICLE 9 – OVERTIME

- 9.01: In the event that a need for overtime should occur in the Department, it shall be paid at the rate of one and one-half (1-1/2) times the Employee's hourly rate. If an Employee is called in for overtime, a minimum of two (2) hours at the appropriate rate at time and one-half shall be earned by the Employee.

At the request of the Fire Chief or Deputy Fire Chief, a Battalion Chief may be requested to be on standby status for callback to assist on-duty crews with significant incidents. Employees on standby status shall receive three (3) hours of overtime standby pay for each 24-hour shift. If required to respond, employees on standby shall receive overtime compensation for hours worked. Such standby requests shall be voluntary.

- 9.02: Employees required to work beyond their normal shifts (before or after) due to alarm response will be compensated at time and one-half (1-1/2) the actual time worked.

- 9.03: Management will determine:
- 9.03.01: The number of Employees needed to work overtime.
- 9.03.02: The Employees within the class having the ability.
- 9.04: Normally the overtime scheduling of personnel will be on a rotating basis.
- 9.05: Should any provisions of Article 9 be in conflict with provisions of the Fair Labor Standards Act, the Fair Labor Standards Act shall prevail.
- 9.06: Daytime Employees may be added to the normal rotating overtime schedule. Employees must meet the training requirements for the position needed. Overtime shifts are subject to the approval of management. Overtime shall not interfere with their normally assigned work schedule.
- 9.08: Employees may request compensatory time in lieu of overtime for mandatory training, employer directed activities, or required meetings. Management reserves the right to define which activities are eligible for compensatory time. Such time shall be added to the Employee's annual leave bank.
- 9.09 If an employee is subject to mandatory overtime of eight hours or more for unscheduled duty, the employee shall be compensated at the overtime rate and will also have a future Debit Day eliminated subject to the parameters and restrictions listed below. If no Debit Day meeting the stated eligibility requirements exists within the remainder of the calendar year in which the Mandatory Overtime shift occurs, the employee will have a reduction in the required number of Debit Days equal to the number of Mandatory Overtime shifts worked for the subsequent calendar year.
- The Debit Day selected for elimination is not during the designated "Peak Time" or on a Holiday. "Peak Time" is defined as June, July, and August.
 - The Debit Day selected for elimination does not occur within seven (7) days of the unscheduled shift for which it is being eliminated without prior approval of the Deputy Chief of Operations or designee.
 - There would be no more than one vacant minimum staffing position on the eliminated Debit Day at the time of approval without prior approval of the Deputy Chief of Operations or designee.

This option may be chosen no more than two (2) times per calendar year.

ARTICLE 10– DUTY OUT OF RANK

- 10.01: Duty out of Rank Pay will be provided for Lieutenant rank Employees working in a Battalion Chief position as assigned by management for a period exceeding four (4) hours.
- 10.02: The additional pay per shift will be calculated annually as:

Duty out of Rank Pay= Pay Differential from the Fire Lieutenant Step 5 of 12% (115% to 127%) or the Paramedic Lieutenant Step 5 of 6% (121% to 127%).

ARTICLE 11 – SHIFT EXCHANGES

Employees may exchange or trade shifts with the approval of the direct supervisor(s) when the change does not interfere with the operations of the City Fire Department. If the Employee cannot fulfill the exchange or trade, the Employee who was originally scheduled to work on the day shall report to work or be charged a vacation day. If the Employee does not have enough vacation hours, they will be charged with sick leave. If the Employee has no vacation and sick leave, the Employee will be placed on leave without pay.

ARTICLE 12 – LEAVE OF ABSENCE

- 12.01: Funeral leave- In the event of a death in the family (father, mother, wife, husband, son, daughter, brother, sister, father-in-law, mother-in-law, grandparents, spouse's grandparents, member of the Employee's household who is on record with the City of Tumwater as a domestic partner or any other relative living in the household), an Employee shall be entitled to two (2) full working days off from accumulated sick leave to attend the funeral.
- 12.02: Military leave- Employees enlisting or entering the military or naval service of the United States pursuant to the provisions of the Military Selection Service Act of 1967, as amended, shall be granted all rights and privileges provided by the Act. Employees fulfilling their obligations with respect to the National Guard or reserve status of the armed forces shall be granted a leave of absence for such purpose as provided by law.
- 12.03: Jury Duty- An Employee summoned for jury duty shall be granted administrative leave for such service and shall be paid by the City, his/her regular wage, less such remuneration he/she shall receive as compensation for such duty.
- 12.04: Civil Witness- Leave of absence with pay, travel time included, shall be granted for attendance in court cases in connection with the Employee's officially assigned duties. Leave of absence with pay shall also be granted for an appearance connected with an Employee's official duties before any legislative committee or judicial or quasi-judicial body as a witness in response to a subpoena or at the direction of proper authority. The above leave of absence shall be counted as hours worked and subject to the overtime provisions of this Agreement. Remuneration received for such duty shall be remitted to the City.
- 12.05: Family and Medical Leave- Pursuant to state and federal law and to City personnel policy, Employees may utilize up to twelve (12) weeks of paid and/or unpaid sick and/or vacation leave for personal illnesses, or to care for a parent, child, recognized domestic partner or spouse with a serious medical condition. During a family and medical leave period regardless of whether paid or unpaid leave is utilized, the Employer's share of medical and dental insurance premiums will continue. Employees must follow procedures established in the City personnel policy manual for requesting and utilizing family and medical leave.

- 12.06: Paid Family and Medical Leave- Eligible Employees are covered by Washington's Family and Medical Leave Program, RCW 50A. Eligibility for leave and benefits, which begins January 1, 2020, is established by Washington law and is therefore independent of this Agreement. Employer and Employee premiums will be paid in accordance with Washington law.
- 12.07: An employee utilizing Washington Paid Family Medical Leave, Federal FMLA, or time-loss from Worker's Compensation (L&I) may choose to use their available paid leave time to supplement those payments up to their current salary (not including over-time), or to take FMLA time as unpaid time. The employee will designate their desire for leave time or unpaid time on their timecard. The city may, at its discretion, grant leave without pay pursuant to Personnel Policy 6.08 or 6.17 to extend the duration of a family and medical leave period beyond 12 weeks.

ARTICLE 13 – SICK LEAVE

- 13.01: All regular-status members are permitted to remain away from their employment because of illness or physical inability without loss of compensation up to the number of sick leave hours that the member has accrued. While a member is receiving the Workers' Compensation time loss supplement as required by state law, it is understood that sick leave hours shall accrue.
- 13.02: Sick leave shall accumulate at the rate of one (1) working day sick leave for each full month of employment. One-half (1/2) of an Employees regular monthly work schedule must be worked for an Employee to vest sick leave allowance for that month. Days not worked because the Employee is on paid sick leave and/or paid vacation shall be considered as days worked for the purpose of the preceding sentence. At minimum, Employees will receive a minimum of one (1) hour of sick leave accrual for every forty (40) hours of paid work.
- 13.03 New employees shall be credited six (6) working days or 144 hours of sick leave at the time of hire. New employees shall not accrue sick leave under 13.02 until month 7 of employment.
- 13.04: When sick leave extends beyond three (3) complete work shifts, the City may require the Employee to present a certificate from a registered practicing physician or other bona-fide practitioner establishing the Employee is using sick leave as defined by City policy and the Employee is approved to return to work without restriction.

Employees using more than three (3) shifts of sick leave shall notify management of the estimated return to work date, unless the sick leave is used for a birth, adoption, or foster placement as described in this Article.

- 13.05: Maximum carry over of sick leave on January 1 of each year from the previous year is sixty (60) working days (1,440 hours).
- 13.06: Employees transferring from shift work to a forty (40) hour per week position or from a forty (40) hour per week position to shift work shall have their sick leave accruals adjusted on the basis of an equivalent workday. Sick leave in excess of 960 hours will be cashed out at a rate of 25% as a one-time transfer and deposited into the Employee's MERP account.

- 13.07: Sick Leave Sharing- Employees may be allowed to share sick leave to the extent and in the same manner that non-represented Employees are permitted to do so by City policy and Ordinance up to a maximum of 1440 hours.
- 13.08: Immediately following the birth, adoption or foster placement of a child, Employees may use up to four (4) shifts of sick leave to tend to their family provided that the Employee has given management notice thirty (30) days in advance of the due date or, as soon as practicable, in advance of an adoption or foster placement. Additional sick leave may be used by Employees when a qualifying family member experiences an extended period of physical limitations following childbirth.

ARTICLE 14 – HOLIDAYS

- 14.01: All Employees who have been on the payroll of the city thirty (30) days shall receive pay for holidays named below regardless of which day of the week the holiday falls. All shift Employees shall receive overtime pay for a maximum of five (5) holidays at the rate of time and one-half 1-1/2 for eight (8) hours whether the holiday is worked or not. July 4, Thanksgiving, Christmas Eve, and Christmas are excluded from this holiday pay. Employees working July 4, Thanksgiving, Christmas Eve and Christmas will be paid double time and a half.
- 14.02: Shift and Float Employee recognized holidays:

HOLIDAYS	DATES
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Labor Day	First Monday in September
9/11 Day	September 11th
Veterans' Day	November 11th

In recognition of New Year's Day, Martin Luther King Jr.'s Birthday, the day after Thanksgiving, and the "Floating" holiday recognized on December 24, contract hours have been reduced by 48 hours on January 1, 2020, for Shift and Float Employees.

In recognition of the July 4 holiday, 12 hours of annual leave have been added to the accrual schedule for all employees on January 1, 2025.

- 14.03: For Daytime Employees, the holiday will be observed according the City Ordinance. If the Daytime Employee is required to work on the holiday in their normal daytime duties, then the Employee shall receive overtime at the rate of time-and-one-half (1-1/2) for the hours worked. Daytime Employees working overtime hours on shift (in a primary response role) may bank holiday hours for that day. Holidays that fall on an unscheduled workday can also be banked. Banked holiday hours may be used according to City policy.

Any additional state holiday declared by the Governor during the life of this Agreement shall also be recognized.

14.04: 40 Hour Employee recognized holidays:

HOLIDAYS	DATES
New Year's Day	January 1 st
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Independence Day	July 4 th
9/11 Day	September 11 th
Veterans Day	November 11 th
Thanksgiving Day and the day after Thanksgiving	Fourth Thursday in November and the day after
Christmas Day	December 25 th
Floating Holiday	Per City Policy

14.05: Parties agree to continue to evaluate and discuss mechanisms to further convert holiday pay to complement the 4-Platoon system.

ARTICLE 15 – VACATIONS

15.01: Daytime Employees shall accrue vacation leave at the same rate as that of shift Employees following the same years of service schedule.

15.02: Shift and Day Employees shall accrue vacation leave according to the following schedule:

VACATION ACCRUAL SHIFT			
Years of Service	Leave Accrual by Shifts *per Year	Hours Accrued Annually	Monthly Hourly Accrual Rate
0 to 5 years	8.0	192	16
6 to 10 years	9.0	216	18
11 to 15 years	10.0	240	20
16 to 20 years	11.0	264	22
20 or more years	12.0	288	24
*One Shift=twenty-four (24) hours, Maximum vacation accrual is 360 hours or 15 shifts.			

15.03: Any Employee who changes from a shift position to a daytime position or vice versa, shall retain their vacation hour balance.

15.04: Continuous past service with the City shall be included in determining the Employee's length of service for vacation purposes. Accrual may exceed 360 hours during the calendar year but any

balance above 360 hours will be reduced to a maximum accrual of 360 hours on January 1 each year. No such leave shall be granted except at the time which will least interfere with the work of the Department unless application for such leave has been made in advance and approved by the Fire Chief.

- 15.05: Any regular permanent Employee who is in a vacation status and becomes incapacitated through illness, accident, or hospitalization shall have the right to revert to sick leave status. In such cases, an Employee shall furnish a statement from a duly licensed physician.
- 15.06: Any regular permanent Employee retiring from the Department shall be allowed a maximum accrual of 240 hours of vacation leave credit.

ARTICLE 16 – VACATION LEAVE SCHEDULING

- 16.01: The Employer agrees that an Employee's request to take annual leave credited to the Employee shall normally be honored provided that it does not interfere with workload requirements and schedule.
- 16.02: Other factors being equal, Employees with the greater seniority with the same job classification shall be given preference of vacation requests with the respective selections involved.
- 16.03: Employees who desire to take their vacation on a specific day and time will be able to make requests during the last quarter of the year. Management will define rules and implement a process for scheduling vacations for the coming year. Management will post the approved vacation requests by December 15 each year.

If a vacation day becomes available after the approved calendar is posted, Employees who were denied requests on that day will have priority to take the vacation day.

- 16.04: Annually- each Employee will be provided the opportunity to take a vacation. The vacation time allowed must be consistent with other provisions of this contract.
- 16.05: Should it be necessary for the City to cancel a previously scheduled vacation due to emergency workload requirements, the Employee's vacation so canceled will be given priority for re-scheduling. It is understood and agreed between the parties that all annual leave shall be granted at the convenience of the Employer.

ARTICLE 17 – UNION BULLETIN BOARDS

The Employer agrees to furnish a reasonable amount of space on bulletin boards in convenient places at each station for the purpose of posting Union business. The Union shall limit its posting of notices and bulletins to such boards.

ARTICLE 18 – PREROGATIVES OF MANAGEMENT

- 18.01: It is understood and agreed by the parties that the City possesses the sole right to operate the Department so as to carry out the statutory mandate, mission, and/or goals assigned to the Department, and that Employer rights repose in the City; however, such rights must be exercised consistent with the provisions of this Agreement. These Employer rights include, but are not limited to, the following:
- 18.01.01: To utilize personnel methods and means in the most appropriate and efficient manner possible.
 - 18.01.02: To manage and direct the Employees of the City.
 - 18.01.03: To hire, promote, transfer, assign, train, evaluate, or retain Employees in positions within the City.
 - 18.01.04: To establish work rules and rules of conduct.
 - 18.01.05: To suspend, demote, discharge, or take other appropriate disciplinary action against Employees for just cause.
 - 18.01.06: To determine the size and composition of the work force and to lay off Employees in the event of lack of work or funds.
 - 18.01.07: To determine the mission of the City and the methods and means necessary to efficiently fulfill that mission.
- 18.02: The Employer and Union agree that the above statement of management rights is for illustrative purposes only and is not to be construed as restrictive, or interpreted so as to exclude those prerogatives not mentioned which are inherent to the Employer.
- 18.03: It is understood and agreed that there exists within the City personnel rules, policies, practices, and benefits which will continue in effect for the period of this Agreement unless, or until changed by the Employer, or as required by appropriate laws, orders or regulations.

ARTICLE 19 – GRIEVANCE PROCEDURES

- 19.01: A grievance means a claim or dispute by one Employee or group of Employees with respect to the interpretation and application of the provision of this Agreement. Any issue that has been appealed to the Civil Service Commission shall not be considered a grievance or subject to the grievance procedure herein and vice versa.
- 19.02: Nothing in this Agreement shall preclude the right of the two (2) parties to meet and verbally discuss the grievance in an attempt to resolve the issue.
- 19.03: Issues raised by the City or the Union which are of general concern regarding application or interpretation of this Agreement may be initiated in arbitration after the Mayor, or his/her designated representative, and the chief business agent of the Union, or his/her designee, have had an opportunity to discuss and investigate the issue. Decisions reached in this type of issue are not subject to retroactivity, but subject only to future application, or interpretation, of the specific article or paragraph of this contract in question.

If the City and Union mutually agree that Step 1 and 2 of this procedure are not necessary, a grievance, after formal written presentation to the other party, can be advanced to a hearing before an arbitrator as described below:

19.04: Grievances as herein defined shall be processed in the following manner:

- 19.04.01: Preliminary Procedure. An Employee or group of Employees, who feel they have a grievance, may present such grievance within ten (10) business days of when such matter comes to the attention of the Employee. Such grievance should be submitted to the Employee's supervisor who shall attempt to resolve it within ten (10) calendar days after it is presented to him/her, provided that no grievance in this stage shall be pursued beyond the Fire Chief.
- 19.04.02: Step 1. If the grievance is not resolved in the preliminary procedure, the Employee shall have ten (10) 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 ten (10) calendar days if a grievance exists. If in their opinion no grievance exists, no further action is necessary. If a grievance does exist, they shall with or without the physical presence of the aggrieved Employee, present the grievance to the Fire Chief in writing within fifteen (15) calendar days who shall attempt to resolve it within fifteen (15) calendar days after it has been presented to him/her. The written grievance shall include a statement including the specific Article(s) or Section(s) of the Agreement allegedly violated, the specific facts, and specific remedy sought.
- 19.04.03: Step 2. If the Employee or Employees are not satisfied with the response of the Fire Chief, such Employees or Union representatives within thirty (30) calendar days of receipt of the Fire Chief's response may present the written grievance to the City Administrator, together with all pertinent materials. The City Administrator shall attempt to resolve the grievance within fifteen (15) calendar days.

MEDIATION PROCEDURE: If, after completion of Step 1 and 2, the Employee is not satisfied with the City's response, the Employee may request mediation of the dispute. If the Employee requests mediation, the Union or the City Administrator shall forward a request to the Public Employees Relations Commission (PERC) to assign a mediator from the PERC staff. Upon designation of the mediator, the parties will make every attempt to schedule a date for mediation within fifteen (15) days.

- a) Proceedings before the mediator shall be confidential and informal in nature. No transcript or other official record of the mediation conference shall be made.
- b) The mediator shall attempt to ensure that all necessary facts and considerations are revealed. The mediator shall have the authority to meet jointly and/or separately with the parties and gather such evidence as deemed necessary.
- c) The mediator shall not have the authority to compel resolution of the grievance. If the mediator is successful in obtaining agreement between the parties, he/she shall reduce the grievance settlement in writing. Said settlement shall not constitute a precedent unless both parties so agree.

- d) If the parties to the dispute mutually agree that the mediation is not producing a resolution or if the mediator concludes that further proceedings will not be productive; the mediation will be ended.
- e) If mediation fails to settle the dispute, the mediator may not serve as arbitrator in the same matter nor appear as a witness for either party. None of the statements or offers of compromise made in mediation can be used in any future arbitration as evidence against the City or the Employee.

19.04.04 Step 3. Any grievance involving the interpretation or application of this Agreement, which is not resolved in accordance with the foregoing procedure, may be referred to arbitration within sixty (60) calendar days after receipt of the City Administrator's answer in step 2. The arbitrator shall be a member of the American Arbitration Association (AAA), Federal Mediation Conciliation Service (FMCS), or PERC and shall be selected as follows: If the parties have not appointed an arbitrator from the panel provided by the AAA, FMCS or PERC, the arbitrator shall be appointed in the following manner: The AAA shall submit simultaneously to each party an identical list of names of persons chosen from the Panel of Labor Arbitrators. Each party shall have ten (10) days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference and return the list to the AAA.

If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable.

From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the AAA shall invite the acceptance of an arbitrator to serve. If the parties fail to agree upon any of the persons named, if those named decline or are unable to act, or if for any other reason the appointment cannot be made from the submitted lists, the administrator shall have the power to make the appointment from among other members of the panel without the submission of any additional list.

The cost of arbitration shall be borne 1/2 by the Employer and 1/2 by the Union.

Upon receipt of a written request for arbitration, the City and the Union shall attempt to prepare a submission to be signed by the Union and the City setting forth the issues in dispute. If the City and the Union cannot agree upon the submission for arbitration, each party, at least ten (10) days in advance of the hearing, shall submit to the other a statement of the issues it considers in dispute. The arbitrator or arbitrators shall determine, at or before the hearing, the issue or issues to be arbitrated. All issues in dispute must be arbitrable under the terms of this Agreement. Such questions of arbitrability must be ruled on by the arbitrator prior to hearing the issues of the case provided they are found to be arbitrable.

The arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issue submitted to him/her in writing by the City and the Union and shall

have no authority to make a decision on any other issue not submitted to him/her. The arbitrator shall submit his/her decision in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, unless the parties agree to an extension. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding, provided that the decision does not exceed the arbitrator's authority as granted in this Article. Each party shall be responsible for compensating its own representatives and witnesses.

- 19.05: The Employer and the Union may agree to extend the time limits of any of the above steps if mutually agreed to by both parties.
- 19.06: Neither the arbitrator nor any other person or persons involved in the grievance procedure shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.
- 19.07: None of the foregoing is intended to mean that the Union cannot lodge a grievance and process the same through the various steps to arbitration in accordance with, and subject to, provisions thereof. The right of the Union to so lodge and process a grievance is confirmed and an Employee may be represented at any stage of the grievance procedure by the Union.
- 19.08: No settlement of a grievance with any Employee shall be contrary to the terms of this Agreement.
- 19.09: Optional Venue for Hearing Disciplinary/Discharge Grievances- Should a disciplinary/discharge matter advance through the steps established in the Tumwater Civil Service Rules to the final step, which is a public hearing before the Tumwater Civil Service Commission, the Employee may elect to advance the matter to arbitration in lieu of a hearing before the Commission. The choice between a hearing before the Commission and arbitration must be made by the Employee, in writing, within the timelines established in the Civil Service Rules. The decision to seek arbitration in lieu of a hearing before the Commission is irrevocable and exclusive. In no case will a disciplinary matter be subject to both a public hearing before the Commission and arbitration.
- 19.10: The grievance procedure provided in this article and the option of a hearing before the Civil Service Commission on matters of discipline or discharge shall be exclusive and shall replace any other grievance procedure for adjustment of any disputes arising from the application and interpretation of this Agreement.
- 19.11: Field or full-time Union business representatives who wish to investigate a grievance on City time must secure permission from the Chief prior to his/her investigation.

ARTICLE 20 – PERFORMANCE OF DUTY

- 20.01: Under no circumstances shall the Union, its Officers, its Employees, or its members directly, or indirectly, cause, instigate, support, encourage or condone, nor shall any Employees or Employee in the unit directly or indirectly take part in any action against, or any interference with the operations of the City of Tumwater, such as strike, work stoppage, curtailment of work, restriction

of productions, or any picketing. In the event of any such action or interference on notice from the City, the Union without delay shall take appropriate action as required to prevent and immediately bring about the termination of such action or interference and the Union will instruct any and all Employees to immediately cease and desist their misconduct and advise them that their misconduct represents a violation of this Agreement subjecting them to disciplinary action, up to and including discharge, based on Employer's discretion.

20.02: The City may take legal action, or other redress, against any individual, or group of individuals, who have caused damage to, or loss of, property. In addition, disciplinary action may be taken against the Employee or Employees, including discharge. It should be understood that after proper notice is provided by the Union, and the City is fully satisfied that the Union has taken every recourse possible and is not furthering the cause of the action taken and tries to prevent further action by an Employee or Employees, the City agrees that they will not file or prosecute for damages, the Officer or representatives of the Union, or the Union as a separate entity.

20.03: The City of Tumwater agrees that there will be no lockout during the life of this Agreement.

ARTICLE 21– SAVINGS CLAUSE

Should any article, sections, or portion thereof of this Agreement to be held unlawful or invalid by any court of competent jurisdiction, or in conflict with existing state laws, such decision shall apply only to the specific article, section, or portion thereof directly specified in the decision. The remaining sections or provision shall remain in full force and effect.

ARTICLE 22 – INSURANCE COVERAGE

22.01: The City agrees to pay 100% of the Employee premium and Employee premium for medical coverage based on the cost of the Regence Plan 1500 through the IAFF Benefit Trust. The City agrees to participate in the cost of dependent medical coverage by paying up to 85% of the premium for all eligible dependents under the plan selected by the Employee. If two or less dependents are covered, cost shall be paid at 100%.

The City further agrees to pay 100% of the premium for the Employee for dental coverage under the IAFF Benefit Trust Plan 7. The City will pay 85% of the cost of eligible dependent premiums.

The City agrees to pay 100% of the premium for Orthodontia coverage under the IAFF Benefit Trust Plan 2 for all members of the bargaining unit and their dependents.

The City agrees to pay 100% of the premium to the Standard Life Insurance Company for \$10,000 of group life insurance for all members of the bargaining unit.

The City agrees to deposit \$2,000 for Employee only medical and \$4,000 for Employee plus any dependents in an HRA VEBA account on an annual basis no later than the January payroll cycle.

22.02: Domestic partner coverage- Employees may, consistent with City policy, elect medical and/or dental insurance coverage for a domestic partner. The coverage provided to a domestic partner shall be through the purchase of an individual medical and/or dental plan. The maximum cost to the City of the coverage shall be limited to the amount provided for spouse coverage under the IAFFBT plans as established in this contract.

An Employee who purchases domestic partner individual coverage, shall be reimbursed by the City. The insurance premiums shall be paid by the Employee and reimbursed by the City after income taxes are withheld.

If domestic partner coverage is selected, the domestic partner shall be treated as a dependent for purposes of 22.01 of this contract and shall effect the total City contribution toward premiums.

22.03: Employees may, if requested of the City, participate in the City's established pre-tax flexible spending account plan subject to Internal Revenue Service (IRS) regulations and City procedures, policies and practices.

22.04: The City shall make monthly pre-tax contributions not to exceed \$150 per Employee to the Washington State Council of Firefighters Employee Benefit Trust.

This trust shall remain separate and apart from any City retiree health insurance funding program unless changed by mutual agreement of the parties to the Agreement.

Members may also convert sick leave to the Trust as follows: In November of each year, and at no other time, Employees with at least 1152 (24 hours shift Employees) or 768 (day shift Employees) hours of accrued sick leave may elect to convert any portion of sick leave hours earned in the previous 12-month period, minus those hours used during that period, directly to the Trust from the Employer at the rate of 25% and shall be based on the Employee's current salary. Hours donated through the City's shared leave program shall not count as hours used in a year for purposes of calculating the payment.

Upon retirement, Employees eligible to sell back sick leave pursuant to City policy shall have such payments made to the Trust established in this Article or to their City sponsored deferred compensation account.

22:04.01: The Union and Employees agree to hold the Employer harmless and indemnify the Employer from any and all liability, claims, demands, lawsuits, and/or any losses, damage or injury to persons or property, of whatsoever kind, arising from and in any way related to the implementation and administration of the Trust Fund. The IAFF local, and the Employees, shall be 100% liable for any and all liabilities inclusive of any federal, including but not limited to the Internal Revenue Service (IRS), state, or local agency determination regarding any liabilities, including but not limited to the contribution method(s), that arise out of the Trust Fund. The IAFF local, and the Employees shall be liable for any and all tax penalties, as well as any other liabilities arising out of the implementation and administration of the Trust Fund including, but not limited to actions of the plan sponsors, plan administrators, and others involved in the operation of the plan.

- 22.04:02: The City shall impose a mandatory deduction per Employee per month to be deposited with the "Medical Expense Reimbursement Plan" Trust for all eligible Employees, as defined by the Trust, which includes Employees promoted out of the local bargaining unit. This mandatory deduction shall be the same amount as the contribution for bargaining unit Employees.
- 22.05: Employees shall notify the Employer in writing whenever there is a change in family status that affects one or more City benefit programs. Such changes could include but are not limited to birth or adoption of a child; marriage, divorce, or legal separation; Medicare eligibility of Employee or dependent; loss of dependent status due to age, college, enrollment status, or failure to meet Internal Revenue Service (IRS) definition of a dependent; and/or loss of insurance coverage other than the City's. Such notification shall normally be given to the Employer within Thirty (30) days of the event that creates changes in family status.
- 22.06: The City agrees to support the development and implementation of a mutually agreeable return to work, job conditioning or other similar program to support the health and wellness of Employees. This benefit is not to exceed a maximum investment of \$12,500.00 per year. This option will be piloted in this contract and if proven to reduce time off from current levels, may be extended if mutually agreed upon by both parties.

ARTICLE 23 – SUPPLEMENTAL RETIREMENT BENEFIT

- 23.01: The parties hereby agree to end the current Supplemental Retirement Benefit of their labor agreement (Article 24 of the 2000 to 2002 Agreement between Local #2409 IAFF and the City of Tumwater). The City agrees to replace the funds for supplemental retirement by increasing salaries by 6.2% effective August 1, 2003. The parties agree and fully acknowledge that the purpose of this provision was to mitigate the lack of Social Security coverage for bargaining unit members. The parties have entered into this Agreement to provide maximum flexibility to each member of the bargaining unit by improving the salary component of their total compensation package. The Union agrees that this resolves any future obligation on the part of the City to provide funding to mitigate the absence of Social Security coverage for bargaining unit members.
- 23.02: Bargaining unit Employees will be permitted to participate voluntarily in Internal Revenue Service (IRS) section 457 deferred compensation programs offered by the City. Effective July 1, 2017, the Employee's will have the option to contribute to the Washington State DCP. Starting January 1, 2023, the Employer shall contribute up to 2.0% Employee/Employer match to the Washington State DCP and up to a 3% match in 2024 and beyond.

ARTICLE 24 – SAFETY CLOTHING

- 24:01: The City shall provide the following protective clothing for each Employee of the Fire Department and provide for the replacement of this clothing to keep it in good and safe condition and in accordance with departmental policies one helmet, two coats with liners, two pairs of suspenders, two pairs of pants with liner, two pairs of gloves and one pair of steel soled turnout boots.

24.02: Uniforms- The City of Tumwater shall provide each member of the Fire Department with a minimum of two (2) work uniforms. The City shall provide one pair of shoes per Employee. The replacement of shoes shall be determined by the Employer and approved by the Fire Chief.

ARTICLE 25 – SUBSTANCE ABUSE PREVENTION

The provisions of the City of Tumwater’s Substance Abuse Policy and the policies of the Tumwater Fire Department shall apply to all members of the bargaining unit with the following clarifications:

25.01: Testing Procedures and Standards:

- a) Testing will be done by taking samples at a certified drug and alcohol testing center. Samples will be sent to a federally certified laboratory for processing and evaluation. In addition to items tested under City policy, Fire Department tests under this Agreement will include commonly prescribed and abused depressants (examples include but are not limited to: Vicodin, Oxycontin, Valium, Xanax), stimulants (examples include but are not limited to: Adderall, Concerta, Ritalin) and over the counter substances containing dextromethorphan.
- b) Liability release and chain of evidence standards will be those which meet or exceed those utilized by the U.S. Department of Transportation.
- c) Testing standards regarding laboratory processes and interpretation of results will be in line with those utilized by the U.S. Department of Transportation.

25.02: Assistance to Employees- Employees who voluntarily ask for assistance from the Employer to deal with drug or alcohol problems will not be subject to discipline as a result of revealing their need for treatment.

25.03: Employees who test positive will not be disciplined beyond a written reprimand unless he/she refuses to be tested, refuses the opportunity for rehabilitation, fails to complete a rehabilitation program successfully, tests positive for drugs within two (2) years of completing an appropriate rehabilitation program. Once treatment and any follow-up care is completed, and three (3) years have passed since the Employee entered the program, the Employee’s personnel file shall be purged of any reference to his/her drug and alcohol problem.

ARTICLE 26 – EDUCATIONAL INCENTIVE PAY

26.01: Eligibility- After an employee successfully completes probation with the City of Tumwater, employees will be eligible for educational incentive pay. Eligible Employees can request and receive the below educational incentive pay for having obtained a college degree:

- a) Associate degree: (2%)
- b) Bachelor’s degree: (4%)

- 26.02: Qualifying Education- Only credits or degrees from an accredited college or university will be approved for the incentive program. Any questions about the validity of the credits or degrees will be resolved by a review committee that consists of the Fire Chief, or his/her designee, an Employee appointed by the bargaining unit and a fire supervisor chosen by the Chief.
- 26.03: Credits Awarded in Pursuit of a Four-Year degree- Some colleges and universities award credits for fire training or other experience. This type of credit is awarded with the understanding that the Employee's educational goal is a four-year degree. If an Employee, then had enough credits to qualify for a two-year degree he/she may qualify for the two-year degree incentive. If the Employee does not complete the four-year degree and has not accumulated sufficient credits with classroom attendance to qualify for a two-year degree, then compensation for the two-year degree will cease.
- 26.04: Break in Class Attendance- When a bargaining unit member is pursuing four-year degree and is being compensated at the two-year degree level due to credits awarded by the institution, it is assumed that class attendance will be continual. If a bargaining unit member is not enrolled and attending classes for a period of one academic year, then compensation at the two-year degree level will cease. Proof of completion of classes shall be submitted to the Fire Chief at the end of each quarter or semester attended.
- 26.05: Employees Responsibility to Notify- It is the Employees responsibility to notify the City in writing upon completion of degree requirements. Educational incentive pay shall be effective beginning with the next monthly payroll cycle following the Employee's written notification and approval by the Fire Chief.

ARTICLE 27 – WORKER'S COMPENSATION

- 27.01: All occupational injuries or illnesses shall be reported immediately to management and recorded in writing on the City's Accident/Incident Report form.
- 27.02: All Employees requiring medical attention due to an injury or illness are required to file a claim for Worker's Compensation benefits. The Labor and Industries (L&I) "Report of Industrial Injury or Occupational Disease" claim form may be obtained from a physician, clinic, or hospital.
- 27.03: An Employee using paid sick leave and simultaneously receiving compensation under Workers' Compensation Law is required to notify the Finance Department and reimburse the City for all L&I time loss payments within three (3) working days of receipt. Employees in this situation will receive sick leave "buy back" calculated by the Finance Department in order to restore the amount of sick leave equivalent to the time loss payment.
- 27.04: An Employee using any other form of paid leave other than sick leave and simultaneously receiving compensation under the Worker's Compensation Law will keep both forms of payment and will have no salary or leave adjustment from the City, i.e. no "buy back".

ARTICLE 28 – LIGHT DUTY

- 28.01: Shift Employees injured on the job shall be allowed to return to a light duty shift work schedule with a modified work assignment as approved by a qualified health care professional. If recommended by the health care professional, a light duty shift schedule with a modified work assignment may be less than a twenty-four (24) hour shift and will be on regularly assigned shift days until such time as the health care professional approves a return to full schedule.
- 28.02: Shift Employees injured on the job who are not able to return to a light duty shift work schedule with a modified work assignment may be offered a light duty position with a traditional, forty (40) hour work week. Employees will be paid according to the salary for their job class. Any loss of wages not covered by the light duty assignment are subject to reimbursement through applicable time loss procedures of the Worker's Compensation Program.
- 28.03: If an Employee injured on the job is unable to return to work permanently due to an on the job injury or illness, and if the City has or anticipates an opening in another department within the City, the City may facilitate re-training the Employee to a new position to continue employment with the City. Such re-training is at the discretion of the City and must be approved by the Department that has the job opening. It is also understood that the Employee may be required to go through a competitive application process. Disclosure of medical information related to this article shall be consistent with state and federal law.
- 28.04: Light duty for Employees injured off the job shall be at the discretion of the Fire Chief. The terms and conditions for these assignments shall be determined by the Fire Chief and may be similar to or different from those described above for Employees injured on the job.

ARTICLE 29 – LABOR MANAGEMENT COMMITTEE

- 29.01: In order to maintain a good labor/management relationship, both parties recognize the benefit of collaborative problem solving in jointly addressing issues and creating a positive work environment.
- 29.02: The Committee shall be comprised of representatives of the Union and City Management. Guests will be allowed at meetings by mutual agreement of the parties. Meetings will be held on a monthly basis at a time and location mutually agreed upon by both parties.
- 29.03: Committee members shall be permitted to attend meetings on duty as long as this does not interfere with emergency operations of the Department. There shall be no additional overtime cost to the City for Committee meetings.
- 29.04: The Committee shall have no collective bargaining authority; however, both parties agree to support agreements and mutual understandings reached by the Committee.

ARTICLE 30 – MEDICAL PHYSICALS

- 30.01 Employees will complete a mandatory medical physical consistent with mutually agreed upon criteria. Beginning in 2021 these physicals will be completed on an annual basis. Medical physicals will be conducted by a provider selected through the IAFF Benefit Trust. No individual results will be shared with the Employer, with the exception of “fit” or “not fit”. Physical exams will be scheduled in a manner such that minimum staffing levels will not be adversely impacted. The City shall attempt to schedule physicals in conjunction with other area Departments also utilizing the IAFF Benefit Trust for annual physicals, provided that travel outside Thurston County is not necessary.
- 30.02 Beginning in 2025 the City will provide access to Galleri (or other mutually agreed upon provider) cancer screening testing as outlined below:
- a. The City will pay 100% of the cost every other year for employees aged 40+ or have 10 or more years in the fire service as a responder (including volunteer time)
 - b. Employees may access testing in off years and self-pay
 - c. Employees less than 40 years of age may access testing and self-pay
 - d. Family members may also participate and pay full cost
 - e. Testing is voluntary in all cases and the employer shall not have access to any testing results.

ARTICLE 31 – LONGEVITY

- 31.01 Employees will be accorded a longevity premium in accordance with the following schedule:

10 years of service	2.0%
15 years of service	2.5%
20 years of service	3.0%
25 years of service	3.5%

ARTICLE 32 – LIFE OF AGREEMENT

- 32.01: All provisions of this Agreement shall continue to be in full force and effect from January 1, 2025, through December 31, 2027, unless a regional fire authority contract supersedes this contract.
- 32.02: Prior to the termination date of this contract, either party may recommend any or all parts of the Agreement be reopened for negotiations, provided one of the parties advises the other party in writing one hundred and fifty (150) days prior to the termination date of this Agreement by submission and receipt in writing to the other party. The party receiving the request for re-opening of the contract will then be provided an opportunity to submit their recommendations or proposal prior to the start of formal negotiations. In the event that such notice is timely provided, negotiations shall begin no later than ninety (90) days prior to the anniversary date of this contract.

- 32.03: This Agreement shall remain in full force and effect during the period of negotiations until notice of termination of this Agreement is provided.
- 32.04: Should neither party to this Agreement receive written notice requesting negotiations one hundred and fifty (150) days prior to the expiration date of the contract, the Agreement will be considered to have been re-negotiated for twelve (12) months.
- 32.05: This Agreement may be amended at any time during its effective term provided there is mutual consent of both parties in writing.
- 32.06: This Agreement shall be binding upon the successors and a parties hereto, and no provisions, terms, or obligations here shall be affected, modified, altered, or changed in any respect by the consolidation, merger, annexation, transfer or assignment of either party hereto; or affected, modified, altered, or changed in whatsoever by any change or any kind of ownership or management either party hereto; or by any change geographically, or otherwise, in the location or place of business of either party hereto with the exception as outlined in section 31.01 of this Agreement.
- 32.07: Both parties agree that all outstanding MOUs retained by either party are either incorporated into this contract or retired and no longer recognized unless both parties agree to it.

Dated this _____ day of _____, 2025, Tumwater, WA

CITY OF TUMWATER

TUMWATER FIREFIGHTERS

Debbie Sullivan
Mayor
City of Tumwater

Rian Winter
President
Tumwater Firefighters

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

*Signed copies on file with Administrative Services

APPENDIX A

2025 Pay Schedule						
3.8% COLA and 2.0% Market adjustment						
Percentage Matrix						
Job Class	Recruit	Step 1	Step 2	Step 3	Step 4	Step 5
Firefighter	70%	80%	85%	90%	95%	100%
Firefighter/Paramedic	82.5%	92.5%	97.5%	102.5%	107.5%	112.5%
Fire Lieutenant					113%	115%
Paramedic Lieutenant					119%	121%
Fire Prevention Officer Level I (40)						110%
Fire Prevention Officer Level II (40)						115%
Training Officer (Lt. 40 hr.)						115%
Battalion Chief					127%	130%
Medical Services Officer/BC (40)					127%	130%
Job Class	Recruit	Step 1	Step 2	Step 3	Step 4	Step 5
Firefighter	31.9565	36.5218	38.8044	41.0870	43.3696	45.6522
Firefighter/Paramedic	37.6631	42.2283	44.5109	46.7935	49.0761	51.3587
Fire Lieutenant					51.5870	52.5000
Paramedic Lieutenant					54.3261	55.2392
Fire Prevention Officer Level I (40)						60.8403
Fire Prevention Officer Level II (40)						63.6058
Training Officer (Lt. 40 hr.)						63.6058
Battalion Chief					57.9783	59.3479
Medical Services Officer/BC (40)					70.2429	71.9022
Job Class	Recruit	Step 1	Step 2	Step 3	Step 4	Step 5
Firefighter	6,775	7,743	8,227	8,710	9,194	9,678
Firefighter/Paramedic	7,985	8,952	9,436	9,920	10,404	10,888
Fire Lieutenant					10,936	11,130
Paramedic Lieutenant					11,517	11,711
Fire Prevention Officer Level I (40)						10,646
Fire Prevention Officer Level II (40)						11,130
Training Officer (Lt. 40 hr.)						11,130
Battalion Chief					12,291	12,582
Medical Services Officer/BC (40)					12,291	12,582
Hourly rates based on 2520 annual hours for shifts and 2080 annual hours for 40-hour employees.						

APPENDIX A

2026 Pay Schedule 2.0% COLA						
Percentage Matrix						
Job Class	Recruit	Step 1	Step 2	Step 3	Step 4	Step 5
Firefighter	70%	80%	85%	90%	95%	100%
Firefighter/Paramedic	82.5%	92.5%	97.5%	102.5%	107.5%	112.5%
Fire Lieutenant					113%	115%
Paramedic Lieutenant					119%	121%
Fire Prevention Officer Level I (40)						110%
Fire Prevention Officer Level II (40)						115%
Training Officer (Lt. 40 hr.)						115%
Battalion Chief					127%	130%
Medical Services Officer/BC (40)					127%	130%
Job Class	Recruit	Step 1	Step 2	Step 3	Step 4	Step 5
Firefighter	32.5956	37.2522	39.5804	41.9087	44.2369	46.5652
Firefighter/Paramedic	38.4163	43.0728	45.4011	47.7293	50.0576	52.3859
Fire Lieutenant					52.6187	53.5500
Paramedic Lieutenant					55.4126	56.3439
Fire Prevention Officer Level I (40)						60.8750
Fire Prevention Officer Level II (40)						63.6421
Training Officer (Lt. 40 hr.)						63.6421
Battalion Chief					59.1378	60.5348
Medical Services Officer/BC (40)					70.2830	71.9432
Job Class	Recruit	Step 1	Step 2	Step 3	Step 4	Step 5
Firefighter	6,910	7,897	8,391	8,885	9,378	9,872
Firefighter/Paramedic	8,144	9,131	9,625	10,119	10,612	11,106
Fire Lieutenant					11,155	11,353
Paramedic Lieutenant					11,747	11,945
Fire Prevention Officer Level I (40)						10,859
Fire Prevention Officer Level II (40)						11,353
Training Officer (Lt. 40 hr.)						11,353
Battalion Chief					12,537	12,833
Medical Services Officer/BC (40)					12,537	12,833
Hourly rates based on 2472 annual hours for shifts and 2080 annual hours for 40-hour employees.						

APPENDIX A

This page is reserved for 2027 pay grids

APPENDIX A Specialty Pays

Fire Investigation Technician

Beginning January 1, 2025 members selected, trained, and certified to operate as Fire Investigation Technicians will have 1.5% added to their base pay. The selection and training requirements are as follows:

Selection Process:

Tumwater Fire Department Fire Investigation Technicians will be selected using the following process:

- The Department will support up to four (4) Fire Investigation Technicians.
- When there is a vacancy or expected vacancy, the department will solicit interest to fill the position and members who would like to join the team shall submit a letter of interest to the Operations Chief.
- A panel consisting of the Fire Prevention Officer and the Operations Chief will review the letters of interest and conduct interviews.
- The Fire Chief will then make the appointment upon recommendation of the Operations Chief.

After completion of initial training the prospective Fire Investigation Technician will need to give a three-year commitment prior to receiving the position.

Initial Training:

- Obtain International Association of Arson Investigators (IAAI) Fire Investigation Technician (FIT) certification

Minimum Annual Training Requirements:

- Acquire and maintain FIT designation
- Complete one CFI course per quarter

Requirements to Receive or Maintain specialty pay:

- Member must complete all required initial training (before pay begins)
- Successfully complete the minimum ongoing training (reviewed at end of each year)
- Participate in at least one fire investigation in the previous calendar year. This requirement may be waived at the discretion of the Fire Chief under extenuating circumstances.

In the Event of Long-term Injury or Illness:

- The member will need to complete remediation/ make-up training as outlined by the Fire Chief.

Special Operations Rescue Team (SORT)

Members selected, trained, and certified to operate on the Special Operations Rescue Team (SORT) will have 1.5% added to their base pay beginning January 1, 2025. The selection and training requirements are as follows:

Selection Process:

Tumwater Fire Department SORT members will be selected using the following process:

- The Department will support up to one SORT member per shift (4) and one (1) day staff SORT member.
- When there is a vacancy or expected vacancy, the department will solicit interest to fill the position and members who would like to join the team shall submit a letter of interest to the Operations Chief.
- A panel consisting of the Officer responsible for managing the SORT program and two or more additional SORT members will review the letters of interest and conduct interviews.
- Following this process, the Officer responsible for managing the SORT program will send a recommendation to the Operations Chief.
- The Fire Chief will then make the appointment upon recommendation of the Operations Chief.

After completion of initial training the prospective SORT member will need to give a three-year commitment to the SORT team prior to receiving the position.

Initial Training:

- Thurston County SORT Orientation
- Achieve Technician level certification in the following disciplines:
 - Rope
 - Confined Space
 - Trench
 - Structural Collapse

Requirements to Receive or Maintain specialty pay:

- SORT member must complete all required initial training
- Successfully complete minimum ongoing training
- Successfully pass the annual skills evaluation

In the Event of Long-term Injury or Illness:

The member will need to complete remediation/make-up training as outlined by the Officer managing the program and the requirements of Thurston County SORT

OPEP Evaluator

Beginning January 1, 2025, up to eight members selected, trained, and certified to be OPEP Evaluators will have 1.5% added to their base pay. The selection and training requirements are as follows:

Selection Process:

- Members selected as BLS or ALS OPEP Evaluators will have 1.5% added to their base pay.
- The Department will support up to one BLS OPEP Evaluator per shift for a total of four (4), not including Paramedic Lieutenants.
- The Department will support up to four (4) ALS OPEP Evaluators, regardless of shift assignment, not including Paramedic Lieutenants.
- When there is a vacancy or expected vacancy, the department will solicit interest to fill the position and members who want to be OPEP Evaluators shall submit a letter of interest to the Medical Services Officer (MSO).
- A panel consisting of a Shift BC and the MSO responsible for managing the OPEP program will

review the letters of interest and conduct interviews.

- Following this process, the MSO, in collaboration with the Operations Chief, will make a recommendation to the Fire Chief.
- The Fire Chief will then make the appointment upon recommendation of the Operations Chief.

Training:

- All OTEP Evaluators (ALS or BLS) will complete the requirements for being an OTEP evaluator, as outlined by Thurston County Medic One and the Washington State Department of Health requirements.

Requirements to Receive or Maintain specialty pay:

- Member must complete all required initial training (before pay begins)
- Successfully complete the minimum ongoing training (reviewed at end of each year)
- Actively participate in the Department OTEP program providing annual training.

In the Event of Long-term Injury or Illness:

- The member will need to complete remediation/make-up training as outlined by the Medical Services Officer.

Master Driver Operator (MDO)

Beginning in June 2023, Employees in the Firefighter classification may complete a management-designed and approved Master Driver Operator Certification.

Any eligible employees, up to four (4) who complete the certification will be eligible for specialty pay equal to 3.5% of their regular rate of pay beginning in 2024. Each of the four shifts will have one designated MDO.

Selection Process:

- Must have completed JATC Firefighter requirements.
- When there is a vacancy or expected vacancy, the department will solicit interest to fill the vacancy and members who want to be an MDO shall submit a letter of interest to the MDO program officer.
- Candidates will complete the department-approved questionnaire to confirm subject matter expertise. This will include open-ended questions to prove knowledge in critical areas.
 - Apparatus specifications and equipment.
 - Typical operational evolutions.
 - Scene management relative to the Apparatus/Operator (A/O).
 - Map/Property knowledge.
- The MDO program officer, in collaboration with the Operations Chief, will make a recommendation to the Fire Chief.
- The Fire Chief will then make the appointment upon recommendation of the Operations Chief.

Training and CME:

- All MDOs will attain the Instructor I Certification within 12 months of receiving specialty pay. Course availability may affect the timeline.
- Enroll and complete the JATC Hydraulics course.

- A minimum of 16 hours of CME is required annually for all MDOs. Examples of CME activities include:
 - Pump Academy
 - Leading A/O drills.
 - Attending relevant classes and or conferences.
 - In-Service time with fire mechanics.
 - Attending the Department Apparatus/Equipment Committee meetings.

Requirements to Receive or Maintain specialty pay:

- Member must complete all required initial training (before pay begins)
- Successfully complete the minimum ongoing training (reviewed at end of each year)

In the Event of Long-term Injury or Illness:

- The member will need to complete remediation/make-up training as outlined by the Operations Chief.