



# AGREEMENT

BY AND BETWEEN

GRAHAM FIRE & RESCUE

AND

THE GF&R PROFESSIONAL FIRE SERVICE  
ADMINISTRATION GUILD

January 1, 2024  
Through  
December 31, 2026

AGREEMENT BY AND BETWEEN  
 GRAHAM FIRE & RESCUE  
 AND  
 THE GFR PROFESSIONAL FIRE SERVICE ADMINISTRATION GUILD

TABLE OF CONTENTS BY ARTICLE NUMBER

ARTICLE	TITLE	PAGE
PREAMBLE	.....	3
ARTICLE 1	– RECOGNITION.....	3
ARTICLE 2	– GUILD MEMBERSHIP/AUTHORIZED PAYROLL DEDUCTION.....	4
ARTICLE 3	– NON-DISCRIMINATION.....	5
ARTICLE 4	– GUILD BUSINESS .....	5
ARTICLE 5	– LABOR MANAGEMENT COMMITTEE.....	7
ARTICLE 6	– EMPLOYMENT PRACTICES.....	7
ARTICLE 7	– MANAGEMENT RIGHTS .....	7
ARTICLE 8	– HOURS OF WORK.....	8
ARTICLE 9	– WAGES.....	9
ARTICLE 10	– RETIREMENT/DEFERRED COMPENSATION .....	9
ARTICLE 11	– PAY OUT OF CLASSIFICATION PAY .....	10
ARTICLE 12	– HEALTHCARE BENEFITS .....	10
ARTICLE 13	– VACATION ACCRUAL.....	11
ARTICLE 14	– HOLIDAY.....	11
ARTICLE 15	– SICK LEAVE/PAID FAMILY AND MEDICAL LEAVE PROGRAMS.....	12
ARTICLE 16	– EMERGENCY LEAVE.....	13
ARTICLE 17	– BEREAVEMENT LEAVE.....	13
ARTICLE 18	– REQUESTING LEAVE (VACATION OR HOLIDAY) .....	14
ARTICLE 19	– JURY DUTY/WITNESS SERVICES .....	14
ARTICLE 20	– EMERGENCY DECLARATION.....	14
ARTICLE 21	– TERMINATION/RESIGNATION/LEAVE BUY OUT .....	15
ARTICLE 22	– EDUCATIONAL REIMBURSEMENT .....	15
ARTICLE 23	– POSTING OF JOBS/TESTING/PROBATIONARY PERIODS.....	15
ARTICLE 24	– SENIORITY/LAYOFF/RECALL .....	16
ARTICLE 25	– PERFORMANCE OF DUTY .....	17
ARTICLE 26	– WELLNESS PROGRAM .....	17
ARTICLE 27	– UNIFORMS .....	18
ARTICLE 28	– LEAVE OF ABSENCE .....	18
ARTICLE 29	– PROCEDURE FOR CHANGING RULES AND REGULATIONS.....	18
ARTICLE 30	– SUPPLEMENTAL AGREEMENTS .....	18
ARTICLE 31	– GRIEVANCE PROCEDURE.....	18
ARTICLE 32	– SAVINGS CLAUSE.....	21
ARTICLE 33	– BINDING ON SUCCESSORS .....	21
ARTICLE 34	– TERM OF AGREEMENT .....	21



AGREEMENT BY AND BETWEEN  
GRAHAM FIRE & RESCUE  
AND  
THE GF&R PROFESSIONAL FIRE SERVICE ADMINISTRATION GUILD

January 1, 2024 through December 31, 2026

*PREAMBLE*

This Agreement is entered into by and between GRAHAM FIRE & RESCUE, hereinafter referred to as the "District," and the GF&R PROFESSIONAL FIRE SERVICE ADMINISTRATION GUILD, hereinafter referred to as the "Guild."

The purpose of this Agreement is to achieve and maintain harmonious relations between the District and Guild employees, to provide equitable and peaceful adjustments of differences, which may arise, and to establish proper standards of wages, hours and other conditions of employment.

The Fire District and its employees are to regard themselves as public servants, and are to be governed by the highest ideals of honor and integrity in all their public conduct, in order that they may merit the respect and confidence of the general public.

*ARTICLE 1 – RECOGNITION*

- 1.1 The District recognizes the Guild as the exclusive bargaining representative of all regular administrative support employees of the District, as outlined in Article 9 Wages, excluding, but not limited to, the positions of supervisors, exempt employees, Executive Assistant, HR Analyst, Warehouse staff, building maintenance, runner personnel, and other represented employees.
- 1.1.1 Regular: Regular employees are those employees who are regularly scheduled to work forty (40) hours per week.
- 1.1.2 Permanent Part Time: Permanent part-time employees are those employees who are scheduled to work less than forty (40) hours per week, and shall be entitled to holidays, vacation, sick leave, physical fitness hours and bereavement leave on a pro-rata basis.
- 1.1.3 Temporary: Temporary employees are hired for a limited period not to exceed six (6) months for peak workload conditions, maternity leave, leave of absence, or new job creation. Qualified part-time employees may be offered added hours prior to hiring such temporary

employees. Temporary employees are not eligible for any benefits provided under this Agreement except Article 9, Wages.

- 1.1.4 The District will notify the Guild of temporary employees within five (5) calendar days of their hire. Temporary assignments may be extended beyond the six (6) months by mutual agreement between the District and the Guild. The District has the right to fill temporary vacancies through employment agencies or other means necessary. When the District utilizes an employment agency, they will use the agency's established pay scales.
- 1.1.5 Interns/Work Study Students: Interns and Work Study students are high school or college students hired to assist in entry level clerical functions. The District will notify the Guild of interns or work study students. It is not the intent of the District to utilize interns or work study students to displace bargaining unit members through layoff or hours reduction. Interns/work study students are not eligible for any benefits.

## *ARTICLE 2 – GUILD MEMBERSHIP/AUTHORIZED PAYROLL DEDUCTION*

- 2.1 New Employee Orientation: The District shall provide a copy of this Agreement to each employee upon entering the bargaining unit. The District will provide a list to the Guild via electronic mail of new employees (including their name, job classification, FTE, and division). A representative of the Guild will be permitted up to sixty (60) minutes to meet with new employees during the first ninety (90) days of employment pursuant to RCW 41.56.037. No employee may be mandated to attend the meetings and presentations by the exclusive bargaining representative.
- 2.2 The District will deduct an amount equal to the Guild's uniform monthly dues from the pay of each employee who has elected to be a member of the Guild and who voluntarily executes a wage assignment authorization form. When filed with the District, the authorization form will be honored in accordance with its terms unless an employee requests that the District stop deducting dues, in which case the employee shall inform the Guild, and the Guild shall inform the District to stop deducting dues. Deductions will be transmitted to the Guild by check payable monthly. Upon issuance and transmission of a check to the Guild, the District's responsibility shall cease with respect to deductions covered thereby. The Guild and each employee authorizing the assignment of wages for the payment of Guild dues hereby undertake to indemnify and hold the District harmless from all claims, demands, suits, or other forms of liability that may arise against the District for or on account of any deduction made from the wages of such employee.



- 2.3 The District shall deduct the sum specified from the pay of each member of the Guild who voluntarily executes a voluntary political action contribution authorization form. The amount will be deducted once each month and will be transmitted to the Guild office. The Guild agrees that neither employees nor the Guild representatives will solicit for political action fund deductions in work areas or on work time.
- 2.4 The District shall supply to the Guild annually or upon request, a list by email of all employees covered by this Agreement including their classification, rate of pay and gross pay, hours worked, FTE status, home address, home email address and personal phone number.
- 2.5 The District agrees not to unlawfully discriminate against any employee for or because of membership in the Guild. Such non-discrimination policy also applies to any activities conducted by a member of the Guild on behalf of said Guild.
- 2.6 All references to employees in this contract designate all genders.

#### *ARTICLE 3 – NON-DISCRIMINATION*

- 3.1 The District and the Guild agree that conditions of employment shall be consistent with applicable municipal, state and federal laws regarding non-discrimination.
- 3.2 The District and the Guild agree that the provisions of this agreement shall be applied equally to all employees covered hereby without regard to age, sex, creed, religion, color, national origin, marital status, pregnancy, veteran status, the presence of any physical, mental or sensory disability, or perceived or actual sexual orientation, or any other criteria established by state or federal statutes, rules or regulations. No employee covered by this agreement shall be discriminated against because of membership in the Guild or activities on behalf of the Guild.

#### *ARTICLE 4 – GUILD BUSINESS*

- 4.1 The Guild shall have the right to designate one (1) President, one (1) Vice President, and one (1) Secretary/Treasurer. The Guild shall notify the District of the names of the designated Guild Representatives and will provide notice of any changes. The Representatives shall be allowed to perform the following Guild business without loss of pay.

4.1.1 Meetings held for the purpose of contract administration and negotiations which are held during the employee's normal working hours.

- 4.1.2 Processing of grievances up to Step 4.
- 4.1.3 The President or Vice President will be allowed a reasonable amount of time during working hours to investigate grievances or other such Guild business, except that such activity shall not take precedence over normal job duties.
- 4.2 Bulletin Board: The District shall provide reasonable space for the use of a Guild bulletin board in an accessible and convenient location in each applicable location. Such bulletin boards shall be for the posting of official Guild business.
- 4.3 Guild representatives of the Guild shall be granted permission to visit work locations of the employees covered by this Agreement at any reasonable time or location for the purpose of administering this Agreement or investigating possible grievances. Such visitations shall not interfere with the normal operation of the District, and such activity shall not take precedence over normal job duties. Organizing, campaigning or solicitation shall not be conducted during work hours and/or at work locations.
- 4.4 Quarterly and/or special meetings may be held in fire district facilities when available. Requests to hold meetings in the fire station must be made to the Fire Chief or their designee in advance of the meeting. Meetings shall be held after normal business hours, and shall be limited to twelve (12) per year.
- 4.5 A designated bargaining unit representative may be allowed to participate in various committees of the Fire District that affect the bargaining unit by mutual agreement.
- 4.6 The District agrees to release up to two (2) employees for the first five (5) meetings and up to one (1) employee for meetings beyond the fifth (5<sup>th</sup>) meeting to attend negotiating meetings with the District without loss of pay relative to securing contract negotiation and/or renewal provided that any time in excess of thirty (30) minutes at the start of a scheduled meeting that is spent in Guild caucus preparing for actual face to face negotiations shall be unpaid.
- 4.7 Guild-designated employees may be allowed time off without pay to attend Guild-sponsored meetings, training sessions, conferences, and assemblies, provided such activity shall not interfere with the completion of normal job duties. The employee may use accumulated compensatory time, vacation leave, or leave without pay. The Guild will provide the Chief with a written list of the names of the employees it is requesting attend the above listed activities with at least seven (7) calendar days prior to the date of event/activity.



*ARTICLE 5 – LABOR MANAGEMENT COMMITTEE*

- 5.1 In order to address issues of mutual concern between the District and Guild, a committee shall be formed consisting of the Guild President, Vice President and up to three (3) representatives of management. The committee shall meet at least semi-annually or more frequently if mutually agreed for the purpose of seeking resolution on issues of common concern. The employee member shall receive no loss of pay or overtime for participation in such meetings. Meetings shall be no longer than one (1) hour unless extended by mutual agreement of the District and Guild.

*ARTICLE 6 – EMPLOYMENT PRACTICES*

- 6.1 Non-probationary employees will not be disciplined or discharged without just cause. Employees will be notified of their right to Guild representation for any investigation that may lead to disciplinary action. If an investigatory interview does or does not result in disciplinary action, the employee should be informed of this decision within thirty (30) calendar days from the conclusion of the full investigation or receipt of final report from an outside investigator. The Guild President will be provided a copy of any discipline placed in the employee's personnel file of all Written Warnings and above within fifteen (15) calendar days of the date of execution.
- 6.2 New Classifications: The District shall notify the Guild of any future job classifications appropriate to the bargaining unit. Prior to implementation of the new classifications, the parties will meet and bargain the rate of pay and job duties of the new position.
- 6.3 Personnel files: Employees may review their personnel file upon request.
- 6.4 Job Descriptions: The District will provide job descriptions for members of the bargaining unit to the Guild or the employee upon request.

*ARTICLE 7 – MANAGEMENT RIGHTS*

- 7.1 Any and all rights concerned with the management and operations of the District are exclusively that of the District unless otherwise provided by the terms of this agreement.
- 7.2 The District has the authority to adopt rules and regulations, including but not limited to dress, appearance and work performance for the operation of the District and the conduct of its employees; provided such rules are not in conflict with this Agreement or with applicable law.

- 7.3 The District has the right to discipline, temporarily lay off, or discharge employees for just cause; to assign work and determine duties and performance standards of employees; to determine, establish and/or revise the number of personnel to be assigned to duty at any time; and to perform all other functions not otherwise expressly limited to this Agreement.
- 7.4 All rights and privileges held by the District at the time that are not included in this Agreement shall remain in force unaffected in any manner.
- 7.5 The Guild reserves the right to bargain the impacts of any sub-contracting of work. If sub-contracting by the District results in a reduction of hours or lay-offs of bargaining unit members, the District will negotiate the decision.

*ARTICLE 8 – HOURS OF WORK*

- 8.1 Work Week: The work week is defined as the period between 12:01a.m., Sunday through 12:00 midnight the following Saturday.
- 8.2 Hours of Work: Normal working hours for regular full-time employees shall be forty (40) hours per week, Monday through Friday, following either an 8 hour a day, five-day-a-week schedule, or a 10-hour day, four days-a-week schedule. On a daily basis, employees will be entitled to an unpaid meal period, of at least thirty (30) minutes and up to one (1) hour, and two (2) fifteen (15) minute paid breaks.
- 8.2.1 Alternative Work Schedules. The parties agree that work schedules of work shifts of different number of hours may be established for overtime eligible employees upon requests of the employee, and if the alternative work schedule meets the needs of the District, the requirements of federal and state laws, and does not result in overtime.
- An employee may request to have an alternative schedule and the District agrees to give reasonable consideration to the employee requests for an alternative schedule given employee interests and District needs.
- 8.3 Overtime, for the purposes of this Agreement, is defined as any employee time spent on a District directed assignment that is beyond the employee's forty (40) hour work week. Overtime, upon pre-approval from supervisor, shall be earned at the rate of time and one-half (1-1/2) for each hour or any part thereof worked.



*ARTICLE 9 – WAGES*

9.1 Effective January 1, 2025, wages for all positions listed in the Salary Wage Step Plan shall be increased by 100% of the Seattle-Tacoma-Bellevue CPI-W, for the twelve (12) month period measuring August 2023 to August 2024, with a minimum of two percent (2%) and a maximum of five percent (5%).

Effective January 1, 2026, wages for all positions listed in the Salary Wage Step Plan shall be increased by 100% of the Seattle-Tacoma-Bellevue CPI-W, for the twelve (12) month period measuring August 2024 to August 2025, with a minimum of two percent (2%) and a maximum of five percent (5%).

9.2 Longevity: The District agrees to pay longevity to full-time employees on a monthly basis, according to the following schedule.

61-120 months of employment	2%	of Base wage
121-180 months of employment	4%	of Base wage
181-240 months of employment	6%	of Base wage
241-300 months of employment	8%	of Base wage
301+ months of employment	10%	of Base wage

9.3 Salary Step Plan

Positions	Monthly Salary Range				
	Step 1	Step 2	Step 3	Step 4	Step 5
Specialist	\$5,503.68	\$5,847.66	\$6,191.64	\$6,535.62	\$6,879.60
Coordinator	\$5,962.32	\$6,334.97	\$6,707.61	\$7,080.26	\$7,452.90

9.3.1 Salary Step Progression. Employees shall progress to salary Steps at the discretion of the Fire Chief, in coordination with the division Manager.

9.3.2 Newly Hired or Rehired Employees. Newly hired employees with comparable past work experience, or rehired employees, may be given credit for time worked, at the determination of the Fire Chief or hiring Manager and the Human Resources Director.

For example, a newly hired employee who has forty (40) months of comparable past work experience may be hired at Step 4.

*ARTICLE 10 – RETIREMENT/DEFERRED COMPENSATION.*

10.1 It is agreed that in accordance with Chapter 41.04, RCW, for the purpose of federal income tax reporting only, the gross income of all personnel shall be

reduced by the amount of the contribution paid into the PERS retirement system and deferred compensation plan paid by the employee.

- 10.2 The VOYA and Decision Point Plan shall be made available to employees of the bargaining unit, with the option to participate. Employees shall be governed by the requirements of the plan.
- 10.3 The District shall contribute Five Hundred Fifty Dollars (\$550) per month, per employee, to the deferred compensation plan with no employee matching required, for the term of this agreement.

*ARTICLE 11 – PAY OUT OF CLASSIFICATION PAY*

- 11.1 Out-of-class pay will be paid when an employee is fulfilling the duties of an employee of a higher classification within the bargaining unit. Out-of-class pay will be paid when an employee works in a higher position for forty (40) hours or more. Pay will be paid at the step in the pay range of the higher classification that is at least 4% above the employee's current rate.
- 11.2 When an employee is appointed by the Fire Chief or designee to cover the duties of a superior position outside the bargaining unit, the following criteria shall apply;
  - 11.2.1 After five (5) consecutive work days, the employee who has been assigned a significant portion of the absent superior position duties will receive a fifteen percent (15%) out-of-class pay adjustment retroactive to the 1<sup>st</sup> day.
  - 11.2.2 If the Fire Chief or designee recognizes the need for a fully operational Actor to perform the full responsibilities of the higher position (e.g. Acting Finance Director), the employee assigned as an Actor will be compensated at the second step of the position's current pay range.

*ARTICLE 12 – HEALTHCARE BENEFITS*

- 12.1 Medical, dental, vision, prescription and HRA/VEBA coverage shall be provided by the District. The Guild's Bargaining Unit agrees to the same coverage and carrier as the Firefighter Bargaining Unit.
- 12.2 The District agrees to provide and pay for an Employee Assistance Program for employees of this bargaining unit.



*ARTICLE 13 – VACATION ACCRUAL*

13.1 Employees shall accrue vacation hours beginning on the date of employment. Vacation time will accrue monthly based on the following yearly accruals.

1 - 60 months	80 hours
61 - 132 months	120 hours
133 - 192 months	160 hours
193 - 252 months	200 hours
253 months +	240 hours

13.2 For ease of vacation calculation only (not affecting seniority), all employees' vacation shall be calculated by using a vacation anniversary date as follows:

Persons hired from Day 1 (one) to Day 15 (fifteen) of a month will be assigned a vacation anniversary date of Day 1 (one) of the month hired.

Persons hired from Day 16 (sixteen) to the last day of the month will be assigned a vacation anniversary date of Day 1 (one) of the month following the month hired.

13.3 Vacation shall be scheduled by seniority and employees will bid no less than fifty percent (50%) of one's allotted vacation accrual for the following year. Vacations shall be bid by December 1<sup>st</sup> of the previous year and may be rescheduled at later dates to accommodate the employee with the approval of their supervisor.

13.4 Employees' maximum vacation accrual carry-over shall not exceed 240 hours. Unused vacation in excess of the amount set forth above shall be forfeited except in the extreme and/or unusual circumstances approved by the Fire Chief (i.e. extended period of disability leave or vacation scheduling difficulties.)

13.5 The District and the Guild agree to develop a Leave Selection Policy for employees represented by the Guild.

*ARTICLE 14 – HOLIDAYS*

14.1 The business offices of the District will be closed to the public, and employees are not to report to work on the following Washington State legal holidays except as outlined in 14.3 below.

New Year's Day	January 1 <sup>st</sup>
Martin Luther King Jr's Birthday	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May

Juneteenth  
Independence Day  
Labor Day  
Columbus/Indigenous Peoples Day  
Veteran's Day  
Thanksgiving Day  
Friday following Thanksgiving Day  
Christmas Eve  
Christmas Day

June 19<sup>th</sup>  
July 4<sup>th</sup>  
1<sup>st</sup> Monday in September  
2<sup>nd</sup> Monday in October  
November 11<sup>th</sup>  
4<sup>th</sup> Thursday in November  
Friday after Thanksgiving Day  
December 24  
December 25

When the Holiday falls on a Saturday, the previous Friday will be observed. When the Holiday falls on a Sunday, the following Monday will be observed. When Christmas Eve falls on a Sunday, it will be observed on the preceding Friday.

- 14.2 Employees shall be awarded one hundred seventeen (117) holiday hours on an annual basis to include holidays used on the above dates. Employees may elect to receive a cash payment of base pay at the straight time rate for up to 100% of unused holiday hours each year. It is understood that selling back 100% of holiday leave will require using some other accrued leave when business offices are closed.
- 14.3 It is understood that employees may choose to work Martin Luther King Jr's Birthday, President's Day, Juneteenth, Independence Day, Columbus/Indigenous Peoples Day, Veterans Day, the Friday following Thanksgiving and Christmas Eve at straight time.
- 14.4 Employees are expected to use a paid leave type (comp, holiday, vacation) on the Holidays listed above or work the Holidays. All holiday hours must be used by the end of the calendar year and do not carry over to the new year. Employees may sell back up to 100% of unused holiday hours between November 1<sup>st</sup> and December 15<sup>th</sup>.

Unused holiday hours will not be paid out upon separation of employment.

#### *ARTICLE 15 – SICK LEAVE/PAID FAMILY AND MEDICAL LEAVE PROGRAMS*

- 15.1 Regular employees assigned to a forty (40) hour work week shall accrue paid sick leave at the rate of eight (8) hours for each full month of service up to a maximum accumulation of 1040 hours.
- 15.2 Paid Leave, PFML, FMLA, Leave without Pay and Military Leave are allowed as provided by District policy and Federal & State Statutes.
- 15.3 Sick leave shall not accrue during leaves of absence without pay or layoffs.



- 15.4 No compensation for accrued sick leave shall be paid at termination of employment except to employees formally retiring or separating from employment for the purpose of retirement. Employees formally retiring or separating from employment for the purpose of retirement will be eligible to receive payment for the sick leave at 25 cents on the dollar of their hourly rate. Employees formally retiring or separating from employment for the purpose of retirement after the age of 53 and with 15 or more consecutive years of employment with the District will be eligible to receive payment for their sick leave at 37.5 cents on the dollar of their hourly rate.

*ARTICLE 16 – EMERGENCY LEAVE*

- 16.1 In the event of an emergency of the employees that requires the presence of the employee, the employee shall be granted immediate leave with pay, said leave being deducted from the employee's accrued sick leave or other accrued leave depending on why the leave was necessary.
- 16.2 The employee shall be required to return to work immediately upon the termination of the emergency. Should the emergency last longer than three (3) hours, the employee must call the District with an update.
- 16.3 "Emergency" is defined as an event sudden in onset and unexpected, and which demands immediate action by the employee.

*ARTICLE 17 – BEREAVEMENT LEAVE*

- 17.1 In the event of a death in the immediate family of an employee, the employee shall be granted up to forty (40) hours off with pay, for the purpose of making household arrangements and to arrange and attend the services. Supporting documentation may be required.
- 17.2 Immediate family shall be defined as the spouse, domestic partner, and children of the employee, parents or step-parents, loco parentis, brother, sister, grandchildren, grandparents of the employee, and those of the employee's current spouse or domestic partner. For purposes of this section, "step" shall be considered part of the immediate family. Also covered is the loss of a child in the event the employee would have qualified for prenatal or postnatal medical leave or family leave to bond with the child, for seven days following the loss of a child.
- 17.3 Additional leave for covered relationships, or non-covered relationships, may be allowed with the use of accrued vacation leave or holiday leave.

*ARTICLE 18 – REQUESTING LEAVE (VACATION OR HOLIDAYS)*

18.1 Employees requesting individual days of leave shall submit a request at least twenty-four (24) hours in advance of requested time off. The District reserves the right to deny leave (vacation or holiday) requests if such leave would interrupt services provided to staff or the public, or if submitted less than twenty-four (24) hours in advance.

Annual leave shall be scheduled by seniority and as outlined in Article 13.3.

*ARTICLE 19 – JURY DUTY/WITNESS SERVICES*

19.1 Employees summoned for jury duty will be granted a sufficient leave of absence from employment.

19.2 An employee shall continue to receive normal wages for any period of required service as a witness in any judicial proceeding in which the employee is subpoenaed to appear as a result of, or related to, the performance of official duties with the District. All money received for witness fees, while on duty shall be surrendered to the District. Employees scheduled to work will report for work when less than a scheduled work shift is required by such duties.

*ARTICLE 20 – EMERGENCY DECLARATION*

20.1 In the event of a declared emergency, the District reserves the right to assign employees of this bargaining unit to work assignments without regard to their employment classification for the duration of the declared emergency.

20.2 The Fire Chief (or designee) will be the authority in determining closures or late starts for inclement weather, natural disasters, pandemic outbreaks, war and other such epic threats to life and limb. Such notification shall be made to each member of the bargaining unit via the District's automatic notification system and shall be made no later than six (6) a.m. on the day of the closure or late starts.

20.2.1 An employee is expected to report to work regardless of conditions if they can safely and possibly do so. An employee who is unable to or feels unsafe to get to work on time or who has approval to leave work early because of conditions shall charge the time to accrued vacation leave, holiday or leave without pay.

20.2.2 If the District closes the facility, those employees who were scheduled to work on that day will be compensated for the entire day, or for whatever portion of the day the facility was closed, during which time



they were scheduled to work. If the employee is on already approved leave, they will be required to use the already approved leave.

- 20.2.3 In the event that a closure or late start is determined as per Article 20.2, and the conditions change to a point where the District will be open, the District will send an alert via the District's automatic notification system alerting all members of the change and the timeframe for reporting in to the office, if the employee can safely do so. In the event the employee cannot report back to work, they shall charge the time to accrued vacation leave, holiday or leave without pay.

*ARTICLE 21 – TERMINATION/RESIGNATION/LEAVE BUY OUT*

- 21.1 Employees shall be paid for any unused accumulation of vacation when they are permanently separated from employment (i.e. resignation, retirement, death, layoff or discharge). Payout of unused vacation will be at the straight time base rate of employees pay.

*ARTICLE 22 – EDUCATIONAL REIMBURSEMENT*

- 22.1 The District agrees to educational reimbursement as outlined in District policy.

*ARTICLE 23 – POSTING OF JOBS/TESTING/PROBATIONARY PERIODS*

- 23.1 Posting of Jobs. It is the intent of the District to fill bargaining unit job vacancies with the most qualified applicants possible, and preferably from within the District before hiring new employees, providing the District employees who apply have the required qualifications for the particular job.
- 23.1.1 Job postings for new, vacant, or promotional bargaining unit opportunities will be posted internally in order to notify employees of new or promotional opportunities.
- 23.1.2 Positions shall be filled through an impartial selection process, which could include, but not limited to, online application; letter of interest; assessment of skills and abilities; review of past performance; seniority; and a scored interview (Oral Board and/or Chief Interviews).
- 23.1.3 The Fire Chief, at their sole discretion, may appoint any of the candidates who have successfully passed the selection process to the available position. The decision of the Chief is final and not subject to the grievance process.

23.2 Employees who are promoted shall serve a one (1) year trial service period during which periodic evaluations shall be conducted by the District. In the event the employee does not successfully pass the trial service period, such employee shall be returned to the position previously held or one of similar classification. Employee who is subject to displacement as a result of a demotion shall be governed by language stated in Article 24.

23.3 Newly hired employees shall serve a probationary period of one (1) year. During such time, the District may discharge such employee without recourse to the grievance procedure.

*ARTICLE 24 – SENIORITY/LAYOFF/RECALL*

24.1 Seniority is defined for all full-time and part-time employees as the employee's total compensated regular hours with the District from their most recent date of hire. Seniority benefits shall not apply to an employee until completion of the probationary period. (Part-time example: For every 2,080 hours of part-time employment, one (1) year of seniority will be added to the length of service). Seniority is not determined by position.

24.2 Employees shall lose all seniority in the event of resignation or termination and shall lose seniority after twenty-four (24) months of layoff. Employees on leave of absence for more than twelve (12) months shall not accumulate seniority during such absence.

Seniority shall also be broken by the following:

- a. Retirement
- b. Failure to return in accordance with a leave of absence or recall from reduction in force.
- c. Illness or injury of more than twenty-four (24) months.
- d. Refusal to accept a comparable job opening offered by the District while on layoff.
- e. No pay status of more than twenty-four (24) months.

24.3 In the case of personnel reduction affecting the bargaining unit, the employee with the least seniority shall be laid off first. No position shall be filled, nor work contracted out, until the laid-off employee has been given the opportunity to return to work.

24.3.1 Layoffs in connection with the elimination of job classification(s) and/or reduction of the work force shall be governed by seniority together with skill and ability. Where skill and ability are considered substantially equal in the judgment of the District, seniority shall prevail.



- 24.3.2 The following order of layoff shall be followed:
- a. Temporary employees
  - b. Regular bargaining unit employees by reverse order of seniority, and in accordance with Article 24.3.1.
- 24.3.3 In the event of layoff, the affected employee will be allowed to claim a vacant position in the same or lower paid classification or bump an employee with less seniority in a same or lower paid classification provided that the affected employee has held status in that classification previously.
- 24.4 Upon reduction-in-force, employees will be placed on a reinstatement roster for a period of twenty-four (24) months from the date of commencement of the reduction-in-force.
- 24.5 When a vacancy is to be filled, the order of reinstatement will be in the reverse order of reduction-in-force, provided skill and ability are considered substantially equal in the judgement of the District. Upon such reinstatement, the employee shall commence to accrue seniority.

*ARTICLE 25 – PERFORMANCE OF DUTY*

- 25.1 Nothing in this Agreement shall be construed to give an employee the right to strike and no employee shall strike or refuse to perform their assigned duties to the best of their abilities during the term of this Agreement. The Guild agrees that it will not condone or cause any strike, mass sick call or any other form of work stoppage or interference to the normal operations of the District during the term of this Agreement.
- 25.2 Neither an employee nor the District shall intentionally waive any provisions of this Agreement, unless such waiver is mutually agreed upon by the Guild and the District.

*ARTICLE 26 – WELLNESS PROGRAM*

- 26.1 The parties agree and understand that the District will afford three (3) hours per week for physical exercise, provided that such activity shall not take precedence over normal job duties. Employees will be allowed to utilize District facilities and equipment or other mutually agreeable external facilities, however, the District will not be liable for commute time. Physical exercise time shall be utilized during the first hour of the employee's work shift, last hour of the employee's work shift, or scheduled around the employee's lunch time. The employee's supervisor must approve the scheduling of physical exercise.

*ARTICLE 27 – UNIFORMS*

27.1 Uniforms will be provided in accordance with the District's Uniform Policy.

*ARTICLE 28 – LEAVE OF ABSENCE*

28.1 The District may grant a leave of absence for various reasons, as outlined in the District's Leave of Absence Without Pay policy.

*ARTICLE 29 – PROCEDURE FOR CHANGING RULES AND REGULATIONS*

29.1 If either party wishes to make a change in the District's Rules and Regulations (as per RCW 41.56), that party must notify the other party in writing of their intent. The receiving party will be given twenty-one (21) days to review all such changes. A request for an extension will not be unreasonably denied.

*ARTICLE 30 – SUPPLEMENTAL AGREEMENTS*

30.1 This agreement may be amended provided both parties concur. 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 Guild and District officials. Supplemental agreements thus completed shall become part of the larger Agreement and subject to all its provisions.

*ARTICLE 31 – GRIEVANCE PROCEDURE*

31.1 Grievances are defined as disputes arising between the Employee (or Guild) and the District with respect to the interpretation or application of specific term(s) of this Agreement or those disputes over Discipline for just cause. Grievances shall be settled according to the following procedure.

31.2 In the grievance procedure, the aggrieved employee shall have the right as guaranteed by RCW 41.56.080 to represent him/herself or to be represented by a Guild representative. In addition, the Guild has the right, in its own capacity, to act as an aggrieved party in the grievance procedure. In the event the aggrieved party is an individual employee, the grievance procedure shall begin with Step 1. In the event that the aggrieved party is the Guild, the grievance procedure shall begin with Step 2, provided the Guild files an intent to file a grievance letter to the District within twenty (20) calendar days of knowledge of the alleged grievance. A meeting between the Guild and the District, or a Labor/Management meeting, shall be convened within twenty (20) calendar days to discuss the alleged grievance. The Guild shall have twenty (20) calendar days after this meeting to file a formal written grievance



as per Step 2. The Guild may bypass this Guild/District meeting process and directly submit a written grievance to begin Step 2.

- 31.3 Any grievance not brought or appealed by the aggrieved employee (or Guild) within the prescribed time limits shall be considered resolved on the basis of the District's last response. A grievance not responded to by the District within the prescribed time limits shall permit the grievance to advance to the next step.
- 31.4 A grievance shall be submitted in writing and shall contain the following information:
- a. A statement of the grievance and facts upon which it is based.
  - b. The date or dates of the alleged violation.
  - c. A statement of the specific provision(s) of the collective bargaining agreement alleged to have been violated.
  - d. The manner in which the provision is alleged to have been violated.
  - e. The specific remedy or remedies sought.
  - f. The signature of the aggrieved employee.

A grievance shall be processed in the following manner, except that time limits may be extended or waived by written mutual agreement of both parties.

#### Step One

The grievant shall present the grievance to the immediate supervisor within twenty (20) calendar days of knowledge of the occurrence of the event giving rise to the grievance; provided, however, no grievance shall be filed for an alleged violation occurring more than ninety (90) calendar days after the alleged occurrence. The grievant shall meet and discuss the grievance with the supervisor, who shall respond in writing, affirming or denying the grievance within twenty (20) calendar days of the meeting with the grievant.

#### Step Two

If the grievance is not resolved at Step One, the grievant shall submit it, in writing to the Fire Chief of the District or his designee. Within twenty (20) calendar days of the supervisor's written response, the Fire Chief shall, upon receipt, date the written form submitted. Within twenty (20) calendar days, or on a mutually agreed upon date, following receipt of the written form, the Fire Chief will schedule a meeting to discuss the issue(s). In attendance shall be one person representing the Guild, the grievant, the Fire Chief, and a person designated by the Fire Chief. Following discussion of the issue(s), the Fire Chief shall direct a written response to the grievant(s).

The Fire Chief shall respond in writing within twenty (20) calendar days from the mutually agreed upon date; provided, however, that if the Fire Chief is unavailable at

the time the grievance is submitted to Step Two, the time limit for the Fire Chief's response shall be extended an additional twenty (20) calendar days.

### Step Three

If the matter is not resolved at Step Two, the grievant, with the consent of the Guild, may, within twenty (20) calendar days from the receipt of the response to Step Two, appeal the grievance to the Board of Commissioners by filing written notice with the District Secretary. The Board shall conduct a hearing and transmit its decision to the grievant and the Guild within twenty (20) calendar days of the conclusion of the hearing.

### Step Four

If the matter is not resolved at Step Three, a request may be made to the Public Employee Relations Commission within twenty (20) calendar days. The Commission shall appoint a mediator, who shall forthwith meet with the representatives of the parties, either jointly or separately, and shall take such other steps as they may deem appropriate in order to persuade the parties to resolve their differences and effect an agreement. The mediator's recommendation shall be non-binding. Any comments, determinations or recommendations of the mediator, however, shall not be admissible as evidence otherwise disclosed to the arbitrator in Step Five if the mediation is unsuccessful and the matter proceeds to arbitration.

### Step Five

If the grievance is not resolved to the satisfaction of the Guild at Step Four, the Guild may submit the matter to arbitration. Within twenty (20) calendar days of receipt of the Board's findings, the Guild shall notify the Board in writing of its intent to arbitrate the issue. Within twenty (20) calendar days of the Guild's request to arbitrate, a representative of the Guild and of the District shall meet and attempt to agree on a neutral arbitrator. If unable to reach an agreement, they shall agree to request a list of seven (7) arbitrators from the Public Employment Relations Commission or Federal Mediation Conciliation Service. Upon receipt of the list, the two (2) representatives shall meet within twenty (20) calendar days to alternately strike names until one (1) name remains. A coin toss shall determine who strikes first. This person shall serve as the sole arbitrator.

31.5 The arbitrator shall have no power or authority to add to, subtract from or in any manner modify the terms of this Agreement, nor to determine any issue other than that submitted. The decision of the arbitrator shall be in writing setting forth the arbitrator's reasoning and shall be final and binding on all parties.



- 31.6 The arbitrator's decision shall be made in writing and should be issued to the parties within sixty (60) calendar days after the hearing or reasonably thereafter.
- 31.7 Expenses and compensation for the arbitrators' service and the proceedings shall be shared equally between the parties, provided, however, each party shall be solely and completely responsible for all costs of preparing and presenting its own case. If either party desires a record of the proceeding, it shall solely bear the cost of such recording, unless both parties agree to share the record and equally share the cost.
- 31.8 If an employee is given a directive by a supervisor which the employee believes to be in conflict with any provisions of this Agreement, the employee shall comply with the directive at the time it is given, and thereafter exercise his/her right to grieve the matter. The employee's compliance with such directive will not prejudice the employee's complaint with such a grievance, and such compliance will not affect the resolution of the grievance.

#### *ARTICLE 32 – SAVINGS CLAUSE*

- 32.1 If any provision of this Agreement or the application of such provisions should be rendered or declared invalid by a court having jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts of the provision of this Agreement shall remain in full force and effect.

#### *ARTICLE 33 – BINDING ON SUCCESSORS*

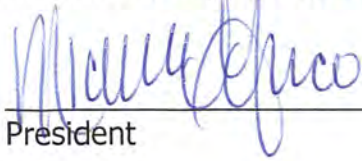
- 33.1 This agreement shall be binding upon the successors, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by consolidation, merger or annexation.
- 33.2 Should any consolidations, mergers or contractual agreements occur with another District or jurisdiction, the District shall impact bargain with the Guild per RCW 41.56.

#### *ARTICLE 34 – TERM OF AGREEMENT*

- 34.1 This agreement shall become effective January 1, 2024, and shall remain in full force and effect until and through December 31, 2026.
- 34.2 Not less than 180 days prior to the end of the contract, either party may notify the other, in writing, of its desire to terminate or modify the Agreement, provided that an earlier commencement may be scheduled by mutual agreement.

Graham Fire & Rescue Professional Fire Service Administration Guild

Dated this 18 day of March, 2024.

  
\_\_\_\_\_  
President

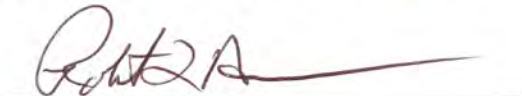
\_\_\_\_\_  
Executive Board


\_\_\_\_\_  
Negotiation Team


\_\_\_\_\_  
Negotiation Team


GRAHAM FIRE & RESCUE BOARD OF FIRE COMMISSIONERS

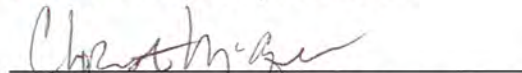
Dated this 13<sup>th</sup> day of March, 2024.

  
\_\_\_\_\_  
Robert L. Homan, Chair

  
\_\_\_\_\_  
Oscar J. Espinosa, Fire Chief

  
\_\_\_\_\_  
Russel T. Barstow, Vice Chair

  
\_\_\_\_\_  
Brian Estes, Commissioner

  
\_\_\_\_\_  
Christine McAfee, Commissioner

  
\_\_\_\_\_  
Neil Samuelsen, Commissioner