
COLLECTIVE BARGAINING AGREEMENT

BETWEEN

Riverside Fire Authority

AND

**International Association of Fire Fighters
Local 451**

JANUARY 1, 2025 – DECEMBER 31, 2027

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AGREEMENT
BY AND BETWEEN

RIVERSIDE FIRE AUTHORITY

AND

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 451

JANUARY 1, 2025 THROUGH DECEMBER 31, 2027

THIS AGREEMENT is made and entered into by and between the Riverside Fire Authority (RFA), Washington, hereinafter referred to as the "Employer" and Local Union No. 451 International Association of Fire Fighters, hereinafter referred to as the "Union".

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

ARTICLE 1 RECOGNITION

1.1 The Employer recognizes the Union as the exclusive bargaining representative for all uniformed employees of the RFA excluding the Chief, Assistant Chief(s), and any other non-emergency response personnel.

ARTICLE 2 DEFINITIONS

2.1 Full Time Employee: An employee who is regularly scheduled to work an average of forty (40) or forty-two (42) hours per week and has successfully completed their probationary period.

ARTICLE 3 MANAGEMENT RIGHTS

3.1 All powers, authorities, functions and rights not specifically and expressly restricted by this Agreement are retained by Management and shall continue to be subject to exclusive management control.

ARTICLE 4 UNION SECURITY

- 4.1 Each employee who, on the effective date of this Agreement, is a member of the Union, and each employee who voluntarily chooses to become a member after that date shall execute appropriate documentation provided by the Union to the employee which confirms their voluntary choice to become a member of the Union. The form agreed upon by the parties for this purpose is attached as Appendix B.1 to this Agreement.
- 4.2 Employees who choose to become a member of the Union shall sign the attached written Union dues check off form evidencing their clear consent for the Authority to deduct Union dues/fees from their respective check.
- 4.3 The Authority shall not make any deduction of Union fees/dues from any employee's paycheck until the Authority has received the signed consent form described above in Section 4.2 signed by that employee.
- 4.4 The Union agrees to indemnify, defend and hold the Authority harmless from and against any and all claims, suits, orders, judgements, and other liabilities brought or issued against the Authority (including reimbursement for any attorneys' fees or other expenses) by any person or entity as a result of any action taken by the Authority pursuant to the terms of this Article 4.

ARTICLE 5 NON-DISCRIMINATION: EQUAL APPLICATION

- 5.1 The provisions of the Agreement shall be applied equally to employees in the bargaining unit without discrimination as to age, sexual orientation, marital status, race, color, creed, religion, national origin, political affiliation, Union affiliation or mental, physical, or sensory handicap unless there is a bona fide occupational qualification. The Union and the Employer shall share equally the responsibility for applying this provision of this Agreement. With the exception of allegations of discrimination for Union activities or affiliation, employees believing themselves to have been the subject of an unlawful discrimination shall seek relief through the appropriate federal or state agency charged with investigation of such matters.

ARTICLE 6 UNION BUSINESS

- 6.1 Employees elected to Union office shall be granted reasonable time off without loss of pay to perform Union business, including attendance at conventions and conferences. Such time off shall be granted by the Chief and, if needed, the Union shall provide an adequate shift replacement to meet minimum staffing requirements. The term "Union Official" for this section shall mean any elected officer or other Union member appointed to represent the Union.
- 6.2 Regularly scheduled or special Union meetings may be conducted on the Employer's premises.
- 6.3 The Employer agrees to allow for adequate space within career stations for a bulletin board for use by the Union. Union business will be allowed if, in the opinion of the Fire Chief, it does not disrupt Department priorities or personnel in the performance of their duties.

ARTICLE 7 PREVAILING RIGHTS

- 7.1 All existing rights related to wages, benefits, hours and conditions of employment which are mandatory subjects of bargaining shall remain in full force and effect.

ARTICLE 8 RULES & REGULATIONS

- 8.1 Employees shall comply in full with rules and regulations, including those relating to conduct and work performance as established by the Employer. The Employer will provide the Union at least ten (10) days' prior notice of any changes in rules and regulations affecting mandatory subjects of bargaining so the Union and the Employer may meet and confer pursuant to RCW 41.56.

ARTICLE 9 MINIMUM STAFFING

- 9.1 The Employer agrees to staff each shift with five (5) career personnel to ensure daily shift staffing will ordinarily permit compliance with the Occupational Safety and Health (OSHA) Respiratory Protection Standard as delineated in 29 CFR 1910.134 (g) (4) where an Immediately Dangerous to Life and Health (IDLH) atmosphere is present.

ARTICLE 10 WAGES

- 10.1 The job classification and minimum wage rates for the term of this Agreement are set forth in Appendix A attached hereto.
- 10.2 2025: 8% increase; 2026: 6% increase; 2027: 5% increase

ARTICLE 11 WORK SCHEDULE

- 11.1 The normal workday or shift for employees shall consist of twenty-four (24) hours commencing at 0800. The normal work schedule for said employees shall consist of one shift on (24 Hours) and three shifts off (72 Hours), 42-hour work week.
- 11.2 A variation of a traditional work week schedule (ex. 5/8, 4/10, or similar) is approved for members to elect and receive authorization to attend extended training academies, paramedic school or light/modified duty assignments or other similar scenarios. The overall goal of designating a schedule of hours and pay rate is intended to make the employee attending or being assigned to continue to be compensated at their regular base wage.
- 11.3 Day shift personnel (CARES Paramedic) shall work a 40 Hour work week. The CARES Coordinator and Fire Chief will determine the flexible schedule.
- 11.4 Personnel working a 5/8 schedule shall use 8 hours for 1 sick, vacation or holiday day off. Personnel working a 4/10 schedule shall use 10 hours for 1 sick, vacation or holiday day off.

ARTICLE 12 OVERTIME

- 12.1 Any Employee called to work while off duty shall receive compensation at one and one-half (1 ½) times the regular rate of pay.
- 12.2 This Article shall also apply to off duty time spent attending mandatory school or classes as required either by the Employer or state law.
- 12.3 Employees called for Shift replacement OT shall be called from the overtime roster and/or using the RFA's staffing software system in accordance with the RFA Overtime Policy #214. Every effort shall be made to offer personnel within each classification access to replacement overtime on a fair basis

12.4 Any employee who responds to a Call Back will receive a minimum of 2 hours at one and one-half (1 ½) times the regular rate of pay.

Staffing Call Back: A call back response not to exceed six (6) personnel.

General Alarm: A call back response of all available off duty personnel.

12.5 Call back employees may be released by the ranking officer after determination that the apparatus and shift personnel are back in service.

ARTICLE 13 HOLIDAYS

13.1 Employees are to receive eleven (11) paid holidays per year, as follows:

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
New Years Day	January 1 st
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
Christmas Eve	December 24 th
Christmas	December 25 th
One Floating Holiday	At Employee's Choice

13.2 Employees who work on the holidays identified herein, beginning 0800, shall receive holiday pay at the rate of one and one-half (1 ½) times their regular hourly rate for each hour worked in that twenty-four (24) hour shift, in addition to their regular salary.

13.3 Employees who do not work on a holiday (either scheduled, on leave, or on vacation) shall receive eight (8) hours of holiday pay at their regular hourly rate.

13.4 Employees temporarily assigned to another shift to fill a vacancy for thirty (30) days or less shall receive the same holiday pay as their original shift, unless that transfer causes the employee to work a holiday, which shall be compensated in accordance with this Article.

13.5 Employees shall accrue a floating holiday at the beginning of each calendar

year and shall be used within the calendar year. Non-promotional probationary employees shall earn a floating holiday only in the event that they were hired in the first half of the year (January thru June).

- 13.6 40-hour employees shall receive holidays off with pay. If the holiday falls on a regularly scheduled day off, they shall receive another day off during that week. They will also receive one Floating Holiday to be used in every calendar year. For a 40-hour employee using a Floating Holiday, Holiday Not Worked hours will be paid at 8 hours for a 5/8 schedule or 10 hours for a 4/10 schedule.

ARTICLE 14 UNIFORMS

- 14.1 The Employer will provide each uniformed employee with uniforms. Management, after consideration of input from affected employees, will determine what the agency-approved station uniform consists of; including footwear, trousers, belts, shirts and jackets as defined by RFA policy. Uniformed employees and management will share the responsibility for monitoring the serviceability of station uniforms. Issues relating to personal incompatibility with station uniforms will be addressed by management on a case-by-case basis.
- 14.2 The Employer shall provide each employee a complete class "A" uniform.
- 14.3 Upon separation, all protective clothing, uniforms and uniform-related accessories purchased by the Employer shall be returned prior to the employee's departure.

ARTICLE 15 WORKING OUT OF CLASS

- 15.1 A promoted employee who is expected to fulfill the responsibilities of primary paramedic shall receive a paramedic premium equal to ten percent (10%) of top-step firefighter/EMT provided that period continues for twelve (12) consecutive hours or more.

ARTICLE 16 LEAVE OF ABSENCE

- 16.1 Funeral Leave - Employees shall be granted one full twenty-four shift off without loss of pay, if necessary, because of death in the immediate family. If funeral services are to be conducted more than five hundred (500) miles from Centralia, Washington, an additional twenty-four (24) hour shift off without loss of pay shall be granted. Immediate family is defined as the

employee's spouse, children, stepchildren, parents, step-parents, grandparents, brothers, sisters, son or daughter-in-law, mother or father-in-law, spouse's grandparents, member of the employee's household who is on record with the Employer as a domestic partner or any other relative living in the household, and other relatives living in the employee's household. If there is any disagreement about the employee's time off, the matter will be resolved after the employee returns to work.

- 16.1.1 With the approval of the Fire Chief or designee, any additional days of absence due to a death in the family may be charged to annual leave, sick leave or leave without pay on the approval of the Fire Chief or designee.
- 16.1.2 With the approval of the Fire Chief or designee, on a case-by case basis, for funerals other than immediate family, leave with pay is limited to the actual time needed to attend the funeral, not to exceed one day, as determined on a case-by-case basis by the Fire Chief.
- 16.2 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.
- 16.3 Jury Duty – An Employee summoned for jury duty shall be granted administrative leave for such service and shall be paid by the RFA, their regular wage.
- 16.4 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.
- 16.5 Family and Medical Leave – Employees may take Washington State (paid) Family and Medical Leave pursuant to RFA Policy No. 231. In the event that the Washington State PFMLA program becomes insolvent, the parties agree the benefit will revert to FMLA or comparable program.

ARTICLE 17 SICK LEAVE

17.1 Accrual

17.1.1 Probationary employees shall receive seventy-two (72) hours of sick leave upon accepting employment and will not accrue sick leave until their fifth (5th) month of full-time employment.

17.1.2 Employees shall accrue paid sick leave at the rate of eighteen (18) hours per month until they have completed their 5th year and then will accrue twelve (12) hours per month until they have accumulated a maximum of one thousand four hundred forty (1440) hours.

17.1.3 Employees who have exhausted all of their accrued leave but are incapable of returning to the essential functions of their job may request of the Fire Chief that a "sick leave bank" be established. Approval and administration of any request for this purpose shall be at the discretion of the Fire Chief.

17.2 Appropriate Uses of Sick Leave – Accrued Sick Leave may be used for the following purposes:

17.2.1 Illness or injury of the employee, rendering him/her incapable of performing their normal duties

17.2.2 To care for sick family members or a child under the age of 18

"Family member" shall mean herein a spouse, parent, parent-in-law or grandparent of the employee.

17.2.3 To care for a child over the age of 18, but with a disability.

17.2.4 Other usage of sick leave entitled by state or federal law.

Employees shall also have the option of using any other paid time off accrual in lieu of sick leave for the above purposes.

17.3 Notification – Prior to the start of any shift, for which the employee is scheduled to work, if requesting to use sick leave for any of the allowed reasons, they shall notify the employer by calling in to the Station 1 Officer and providing (1) the Article 17.2 reason for using sick leave; (2) the projected estimated duration of the needed leave, and (3) a contact telephone number for a return call. Such notification shall take place no later than 45 minutes prior to the commencement of the shift, but preferably should be accomplished the night before the shift commences.

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- 17.4 In any event, when any one absence exceeds two consecutive shifts, the employee may be required to provide written verification of the illness/injury signed by their treating health care professional. For longer absences, the employee may be required to provide a verification from their treating health care provider that they are fit to return to work, utilizing the Attending Physician Return to Duty Declaration Form (RFA Policy # 213, Appendix 5.3).
- 17.5 Extended Sick Leave – In any case in which the sick leave absence exceeds, or is expected to continue, for at least forty-five (45) consecutive days due to an injury or illness, the Employer will have to address the employee's training or re-training needs and may assign the employee to a training program to review, learn, and qualify on apparatus, equipment, or procedures before returning to work in the employee's assigned position in accordance with RFA Policy # 213. As necessary, the Employer may also request an assessment of the employee's fitness for duty.
- 17.6 Compliance with PFMLA and WA Family Care Act – The Employer will comply with all applicable statutes, including, but not limited to, PFMLA and the Washington State Family Care Act.
- 17.7 Abuse and Misuse of Sick Leave – Sick Leave must be used for the limited purposes described herein and within applicable law. Any abuse or misuse of Sick Leave shall be subject to Employers disciplinary policy as described in RFA Policy # 212.
- 17.8 On Duty Illness/Injury, L&I and Disability Leave Supplement – When a member incurs an injury or illness at work or related to work, there may be coverage under the Workers Compensation law applicable to firefighters and other personnel. These laws are administered by the Department of Labor and Industries. A member may be eligible for temporary total disability, sometimes referred to as "time loss" payments. For the first six months of such coverage, the employee will also be eligible for the disability leave supplement, which is funded one-half by the employer and the other half by use of the employee's sick leave, if any until its exhausted and then any other paid leave. Some of the initial time off may be required by Labor and Industries to be debited to the employee's sick leave. See RFA Policy #213.
- 17.9 Payout of Sick Leave at Separation – Upon death or termination of employment, an employee or their surviving spouse, shall be paid an amount equal to one-half (½) of the employee's accumulated but unused sick leave, up to a maximum of twenty (20) shifts, unless the employee terminates their employment without giving thirty (30) days' prior written notice, or unless the employee is discharged for cause.
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- 17.10 Sick Leave Use Incentives – To affect a reduction of the use of Sick Leave, the following are offered as leave accrual transfers:
- 17.10.1 Employees who do not exceed forty-eight (48) hours of sick leave use in a calendar year (Jan 1-December 31) shall have 36 hours added to their vacation leave account to be used by the conclusion of the following calendar year in accordance with RFA policy #224.
- 17.10.2 Employees who exceed forty-eight (48) hours sick leave but not more than 64 hours in a calendar year may redeem the vacation benefit described in 17.8 by working twenty-four (24) hours at no cost to, and at the discretion of, the employer.

ARTICLE 18 VACATIONS

- 18.1 A probationary employee who is hired within the first six months of the year shall accrue five (5) vacation shifts or 120 hours at the beginning of the next calendar year.
- 18.2 A probationary employee who is hired within the last six months of the year shall accrue two (2) vacation shifts or 48 hours at the beginning of the next calendar year.
- 18.3 Employees who have been continuously employed in excess of one (1) year to five (5) years shall receive five (5) shifts or 120 hours off without loss of pay.
- 18.4 Employees who have been continuously employed for six (6) years to ten (10) years shall receive seven (7) shifts or 168 hours off without loss of pay.
- 18.5 Employees who have been continuously employed for eleven (11) years to fifteen (15) years shall receive eight (8) shifts or 192 hours off without loss of pay.
- 18.6 Employees who have been continuously employed for sixteen (16) years to twenty (20) years shall receive nine (9) shifts or 216 hours off without loss of pay.
- 18.7 Employees who have been continuously employed for twenty-one (21) years to twenty-five (25) years shall receive ten (10) shifts or 240 hours off without loss of pay.

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- 18.8 Employees who have been continuously employed for twenty-six (26) years to thirty (30) years shall receive eleven (11) shifts or 264 hours off without loss of pay.
- 18.9 Employees who have been continuously employed for thirty-one (31) years to thirty-five (35) years shall receive twelve (12) shifts or 288 hours off without loss of pay.
- 18.10 The maximum number of vacation shifts which may be carried over from year to year is five (5) Shifts or 120 hours.
- 18.11 Employees that resign from employment shall not utilize vacation in lieu of a vacation benefits payout.
- 18.12 Upon death or termination of employment, an employee or their surviving spouse, shall be paid an amount equal to their accrued vacation at their hourly rate.

ARTICLE 19 MEDICAL COVERAGE

- 19.1 The Employer agrees to offer two (2) medical plans NWFFT Plan \$100 and NWFFT HSA Plan 1500 with Health Savings Account.

NWFFT Plan \$100

Employer shall pay one hundred percent (100%) of the premium for employees and ninety-five percent (95%) of spouse and dependents. Employee's contributions will be payroll deducted.

NWFFT HSA Plan 1500 with Health Savings Account

Employer shall pay one hundred percent (100%) of the premium for employees, ninety-five percent (95%) of spouse and dependents and contribute the IRS Maximum into the employee's HSA monthly. Employee's contributions will be payroll deducted.

19.1.1 Premium Increases

The Employer agrees to pay the first fifteen percent (15%) increase in the previous year's premiums. Premium increases between fifteen percent (15 %) and twenty percent (20%) of the previous year's premiums shall be paid by the employee. Premium increases above twenty (20%) shall be split equally between the Employer and the Employee 50/50.

- 19.2 The Employer agrees to NWFFT Delta Dental PPO Plan 7 with 2000 Orthodontia.

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- 19.3 The Employer agrees to maintain a \$50,000.00 Life Insurance and \$50,000 AD&D policy on every employee within this agreement.
- 19.4 Future Healthcare Initiative: The Union and the Employer shall continue to participate in a healthcare committee to determine any impacts to the NWFFT plans. If impacts are identified the Employer and Union agree to negotiate impacts. The committee will also continue to look at the availability of new Medical Benefit plans and conditions.

ARTICLE 20 LIFE & DISABILITY INSURANCE

- 20.1 The Employee shall pay the premium of the Standard Insurance Company Life and Disability Insurance with no restrictions on use. The Employer agrees to deduct this premium and pay to the insurance company.

ARTICLE 21 GRIEVANCE PROCEDURE

- 21.1 All grievances, defined as a dispute or disagreement concerning the interpretation, application or an alleged violation of this Agreement, or appeals to discipline shall be settled as provided in this section. Any bargaining unit member who is subject to disciplinary action or a dispute arising from interpretation of the Collective Bargaining Agreement may file a grievance to the Union and may elect to pursue a grievance as defined in this Article or through the RFA Governance Board, but not both.
- 21.2 The written grievance shall, at minimum, contain a statement of complaint which cites a violation of a specific part of this Agreement, a dispute on the interpretation or application of a specific provision of this agreement, or shall cite specific areas of dispute on a personnel action involving suspension, demotion, or termination. The written grievance shall also contain the remedy sought by the aggrieved party.
- 21.3 In the event that the Employer files a grievance, it shall be submitted to the Union in writing signed by the Fire Chief or Employer representative. If the Employer grievance is not settled, the grievance may be submitted to mediation to be selected as provided below.
- 21.4 **Step 1:** The grievant shall attempt to settle the dispute or disagreement informally, orally, or in writing at the lowest level possible. The grievant may request the presence of a Union representative.

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- 21.5 **Step 2:** All Employee grievances shall be presented to the Union Grievance Committee for an initial determination of merit, and if the Grievance Committee decides that the grievance lacks merit, no further action is necessary on the Union's part. If the Grievance Committee decides it does have merit the Union will forward to the Fire Chief or their designee as soon as practicable after the occurrence on which the same is based, but in no event later than thirty (30) calendar days. The failure to submit such grievance within thirty (30) calendar days shall constitute a bar to further action thereon.
- 21.6 **Step 3:** If the aggrieved party is dissatisfied with the decision of the Fire Chief or designee, the aggrieved party may request, and shall be granted, a review of the alleged grievance by the Governance Board. The request for review shall be filed, in writing, with the Fire Chief or designee within thirty (30) calendar days after completion of 21.4. The Governance Board shall conduct a review of the matter within twenty-five (25) days of said request for review. Immediately following the review, the Board decision shall transmit, in writing, the final decision of the Board.
- 21.7 **Step 4:** In the event the grievance is not satisfactorily settled in Step 3, the grievance may be submitted to an arbitrator to be selected as provided below.
- 21.7.1 The decision of the arbitrator shall be final and binding upon both parties. The arbitrator shall have no power to change, alter, detract from, or add to the provisions of this Agreement and any dismissal of the grievance by the arbitrator, whether on the merits or on procedural grounds, shall bar any further arbitration, subject to review by the courts in accordance with state law.
- 21.8 The expenses, if any, of the arbitrator, shall be borne equally by both parties hereto.
- 21.9 Each party shall bear the cost of presenting its own case.
- 21.10 The time limits expressed throughout this procedure may be waived or extended by mutual agreement of the parties in writing, and the parties, by mutual agreement, waive any step in the grievance procedure. Failure on the part of the Employer to respond within the prescribed time limits shall be construed as a negative answer, which shall allow the processing of the grievance at the next appropriate step. Should the employee or the Union fail to take the grievance to the next step within the prescribed time limits, the grievance shall be deemed settled.

21.11 A grievance will be deemed to have been waived if the grievant employee or the Union chooses to take a grievable matter to a local, state, or federal agency.

Arbitration

Step 1: The Union shall give written notice to the Employer of its intent to submit a grievance to arbitration within thirty (30) calendar days of the Employer's decision. Within fourteen (14) days of the Union's request to arbitrate, the parties shall request the appointment of an arbitrator from the Public Employment Relations Commission.

Step 2: The arbitrator shall conduct a hearing at which the parties may submit their cases concerning the grievance.

Step 3: The arbitrator's decision shall be made in writing and shall be issued to the parties as soon as possible after the hearing.

Step 4: The arbitration procedure shall be the exclusive remedy of the aggrieved party; provided, however, that in the event the arbitrator determines that he/she does not have authority to rule on the grievance, the aggrieved party shall have a period of fourteen (14) days from such determination to advise the Employer, in writing, that it elects to litigate the issue. The decision to commence litigation may be made by the aggrieved party or the Union. In the event the Union shall not make or consent to litigate, the aggrieved employee shall be responsible for such employee's costs and expenses in the litigation proceedings.

ARTICLE 22 PROBATIONARY PERIODS

22.1 New employees shall be subject to a probation period of twelve (12) months of continuous service commencing with their date of hire. During this period, such employee may be terminated at the sole discretion of the Employer without recourse of the grievance procedure. Probationary new hire employees shall successfully complete a probationary program designed and administered by the Employer. If an absence occurs, the Fire Chief may extend the period commensurately.

22.2 Probationary Extensions: At the sole discretion of the Employer, a new employee's probationary period may be extended for a period not to exceed ninety (90) days. Discharge as a result of a probation extension shall not be subject to the grievance procedure.

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- 22.3 Probationary Period – Promotional Appointments: A twelve (12) month period commencing upon the date of promotion to a full-time position. An employee must work a minimum of seventy-five percent (75%) of the shifts during a promotional probationary period. Should an employee be absent, this period may be extended beyond twelve (12) months by the amount of shifts necessary for the employee to have completed seventy-five percent (75%) of the shifts normally associated with this probation.
- 22.4 Employees serving a promotional period may be disciplined or demoted by the Employer, in good faith and for cause. Such discipline or demotion shall be subject to the grievance procedure.

ARTICLE 23 MODIFIED DUTY

- 23.1 Limited duty refers to situations when an employee becomes ill, disabled or injured and is allowed to perform less than the full scope of the employee's assigned job duties. Limited duty is considered a short duration assignment and is intended to aid in an employee's recovery. The approval of the Fire Chief is required for all limited duty assignments.
- 23.2 Modified duty refers to situations, including but not limited to, when an employee may elect to attend basic/advanced fire academy training, paramedic school, or other extended duration, formalized education program. Modified duty is considered a limited duration assignment and is intended to allow opportunities for personnel to achieve required certification levels. The approval of the Fire Chief is required for all modified duty assignments.

ARTICLE 24 GENERAL PROVISIONS

- 24.1 This Agreement shall be subject to all present and future applicable federal and state laws, executive orders of the President of the United States pursuant to law, and rule and regulations or governmental authority. Should any provision, or provisions, become unlawful by virtue of above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provision of this Agreement not declared invalid shall remain in full force and effect for the life of the Agreement.
- 24.2 Any changes or amendments to this Agreement shall be in writing and duly executed by the parties hereto.

24.3 The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposal with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right to make the aforementioned demands and proposals, and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of any or both parties at the time they negotiated or signed the Agreement. The parties further agree however, that this Agreement may be amended by the mutual consent of the parties in within at any time during this term.

ARTICLE 25 RETIREE HEALTH BENEFIT TRUST

25.1 The Employer shall make monthly pre-tax contributions for each employee in the amount of one hundred fifty dollars (150.00) to the IAFF MERP Medical Reimbursement Plan.

25.2 Upon retirement of an employee, the employee has the right to receive a sick leave "cash-out" in accordance with Article 17 or direct the employer to make contributions into the IAFF MERP Medical Reimbursement Plan in an amount equal to 100% of the employee's sick leave cash out. The trust fund is established in accordance with applicable Federal and State laws, and the RFA shall contribute the monies on a pre-tax basis. The monies contributed to the trust fund shall only be used for retiree health insurance premiums or health service expenses.

ARTICLE 26 LABOR/MANAGEMENT COMMITTEE

26.1 In order to improve labor and management relations, both parties recognize the benefit of labor and management cooperation in improving communication, jointly addressing operational issues and creating a positive work environment.

26.2 The Committee shall be comprised of at least two (2) appointed representatives of the Union and of at least two (2) appointed representatives of the Fire Authority Management. The Committee will meet no less than bi-monthly or at the request of either party. Both parties shall set a goal to submit agenda items at least five (5) calendar days before each scheduled meeting. Meetings will be scheduled at a mutually agreed upon time and place, with the understanding that the Fire Chief may allow Union representatives to attend meetings while on-duty as long as there is no interference with RFA business or emergency operations. Off duty personnel shall not receive compensation for attending meetings.

26.3 The Committee shall have no collective bargaining authority; however, members of the Committee will support mutual understandings reached by the Committee.

ARTICLE 27 SENIORITY

27.1 Seniority shall be defined as an employee's length of continuous service with the Fire Authority from the date of hire. Continuous service shall be broken by resignation, discharge or retirement. In the event two (2) or more employees have the same hire date, seniority will be based on the relative ranking from the employee's initial hiring process.

ARTICLE 28 DEFERRED COMPENSATION

28.1 Participation in the Employer-sponsored Deferred Compensation Program is available to all eligible employees.

28.2 The Employer shall contribute matching funds into the Employer's adopted deferred compensation program as follows: For each dollar contributed by the employee, the Employer shall contribute fifty cents (\$.50) to a maximum Employer contribution of Three Percent (3%) of the Top Step FF/EMT monthly base wage.

28.3 In order to receive this benefit, all bargaining unit members must participate in the deferred compensation program with a minimum employee contribution of \$25.00/month.

ARTICLE 29 REDUCTION IN FORCE

- 29.1 All reduction in force of personnel covered by this agreement shall be carried out pursuant to the terms of this Article.
- 29.2 In the event the RFA decides to reduce RFA personnel, the Employer and the Union shall consider both operations and CARES employees with a decision based on seniority.
- 29.3 In order to be considered for reinstatement, the person shall meet the Employer requirements for the vacant position, (i.e.; valid EMT certification for operations, valid EMT-P certification for CARES, current Washington Motor Vehicle License, Physical Capacity and Health requirements).
- 29.4 Employees on the layoff shall be rehired, with seniority being the deciding factor.
- 29.5 Recall rights for any member shall expire twenty-four (24) months from the date of layoff. Written notice of expiration or loss of recall rights shall be sent to the member at his or her last known address by registered or certified mail with return receipt requested.
- 29.6 The Union shall cooperate with the Employer in maintaining a list of addresses of employees who have been laid off. Notice of recall shall be sent by the Employer, to the employee at his/her last known address by certified mail with return receipt requested. If any employee fails to report to work within twenty-one calendar days from the date of mailing of the notice of recall, that employee shall be considered to have terminated his employment with the Employer, shall cease to have seniority, and the employee's name shall be removed from the recall list.
- 29.7 In the event an employee is unable to report to recall as a result of a bona fide medical problem, the Employer shall have the option to pass over said employee until he/she is able to return to work.

ARTICLE 30 PROMOTIONAL TESTING PROCESS

- 30.1 The process and provisions for this article are set forth in RFA Policy 238 Promotional Testing.

ARTICLE 31 GENERAL DISCIPLINE

- 31.1 Employees may be disciplined or discharged in good faith and for just cause. Discipline shall be applied at progressive levels to allow the employee proper notice of misconduct and an opportunity to improve performance. The level or degree of discipline imposed shall be appropriately based on the employee's severity of offense, the employee's prior record of discipline and other relevant factors.
- 31.2 Prior to the imposition of discipline or discharge, the employee shall be provided a copy of the alleged violation. In addition, the Employer shall hold a pre-disciplinary hearing no later than fourteen (14) days from the time the employee was notified of the alleged violation. At the hearing the employee shall be given an opportunity to present their side of the issue.
- 31.3 The employee shall have the right to have Union representation present at any meeting held with the Employer to discuss potential disciplinary action.

ARTICLE 32 HEALTH AND WELLNESS PROGRAM

- 32.1 The Employer and all represented Employees both agree to implement a Wellness & Fitness Initiative as a mandatory, non-punitive wellness program in accordance with RFA policy, procedure, and guideline. Dedicated on-duty exercise time is a priority and should be sixty (60) to ninety (90) minutes every shift.
- 32.2 The parties agree to maintain a joint labor/management wellness committee to monitor and provide recommendations to the Fire Chief to improve the wellness program. Wellness apparel will be identified in the Uniform and Protective Clothing policy.

ARTICLE 33 RETIREMENT VEBA

- 33.1 The Employer agrees to provide a post-separation HRA Plan to which the employer will remit contribution on behalf of the eligible employees, to the plan administered by Voluntary Employees Beneficiary Association Trust (VEBA) for Public Employees in the Northwest.
- 33.2 Eligibility for the plan is any member who is of LEOFF retirement age, who has been continuously employed for a minimum twenty (20) years and submits a completed enrollment form for the plan.

33.3 The RFA agrees to provide a monthly contribution of 10% of top step Firefighter into the Employee/Retiree's HRA VEBA account until the Employee/Retiree reaches Medicare eligibility age. Upon reaching Medicare eligibility age, the HRA VEBA contributions provided by the RFA will terminate immediately

33.4 The current benefit shall not exceed four (4) members/month.

ARTICLE 34 CLASSIFICATIONS

34.1 The Employer recognizes the following classifications and minimums:

34.2 Captain Minimum (4)

34.3 Lieutenant Minimum (8) between Lieutenants and Driver/Engineers

34.4 Driver/Engineer

34.5 CARES Paramedic

34.6 CARES Coordinator

34.6 Firefighter/Paramedic

34.7 Firefighter

ARTICLE 35 CARES COORDINATOR

35.1 The base pay rate for the CARES Coordinator shall include their regular classification plus 15% of the Top Step Firefighter wage (see Appendices A.1-A.3).

ARTICLE 36 TERM OF AGREEMENT

36.1 This Agreement shall become effective on January 1, 2025 and shall continue into effect through and including December 31, 2027 and shall continue in effect from year to year thereafter, from January 1 of each year, unless notice of desire to amend the Agreement is served by either party upon the other, in writing, prior to May 15, 2027, or if extended, prior to May 15 of any subsequent year. If notice to amend is given, then this Agreement shall remain in effect until the terms of a new or amended Agreement are agreed upon; provided, however, that if a notice to amend is timely, either party may at any time thereafter notify the other in writing of its desire to terminate this Agreement as of a date stated in such notice to terminate, prior to December 31 of the year in which such notice given and at least sixty (60) days subsequent to the giving of such notice to terminate, said termination date to be extended for any proceedings that are pending before an arbitration panel pursuant to RCW 41.56.470.

A.1 Effective January 1, 2025 the rates of pay shall be as follows:

Base Rate Pay

Classification	Year One (80%)	Year Two (85%)	Year Three (90%)	Year Four (95%)	Year Five (100%)
Firefighter	33.75 6,143 73,716	35.86 6,527 78,330	37.97 6,911 82,931	40.08 7,295 87,545	42.19 7,679 92,146
Firefighter/PM	37.13 6,758 81,091	39.45 7,180 86,158	41.77 7,602 91,225	44.09 8,025 96,293	46.41 8,447 101,361
**Cares/PM					48.73 8,447 101,361
Driver/Engineer					50.63 9,215 110,578
Lieutenant					52.74 9,599 115,185
Captain					54.85 9,983 119,790
CARES Coordinator					59.07 10,751 129,012

*Note: Hourly rates are based on 2184 hours (42 hour work week).

**Note: Hourly rates are based on 2080 hours (40 hour work week).

Classification Conversion	Entry/Lateral Steps
Firefighter	80% of Top Wage – Step 1
Firefighter/Paramedic (10% above top step FF)	85% of Top Wage – Step 2
Cares/Paramedic (10% above top step FF)	90% of Top Wage – Step 3
Driver/Engineer (20% above top step FF)	95% of Top Wage – Step 4
Lieutenant (25% above top step FF)	100% – Step 5
Captain (30% above top step FF)	
CARES Coordinator (Classification plus 15% of top step FF)	

**Out of Class paramedic pay for 2025: \$101.26 (10% over top step FF daily wage:
24 hrs x 42.19 x 10%)**

Deferred Compensation: 3% of Top Step FF per month (\$230.37)

VEBA: \$768/mo (10% over top step FF monthly salary: 7,679 x 10%)

A.2 Effective January 1, 2026 the rates of pay shall be as follows:

Base Rate Pay

Classification	Year One (80%)	Year Two (85%)	Year Three (90%)	Year Four (95%)	Year Five (100%)
Firefighter	35.78 6,512 78,144	38.02 6,919 83,028	40.25 7,326 87,912	42.49 7,733 92,796	44.73 8,140 97,680
Firefighter/PM	39.36 7,163 85,956	41.82 7,611 91,332	44.28 8,059 96,708	46.74 8,506 102,072	49.20 8,954 107,448
**Cares/PM					51.66 8,954 107,448
Driver/Engineer					53.67 9,768 117,216
Lieutenant					55.91 10,175 122,100
Captain					58.14 10,582 126,984
CARES Coordinator					62.62 11,396 136,752

*Note: Hourly rates are based on 2184 hours (42 hour work week).

**Note: Hourly rates are based on 2080 hours (40 hour work week).

Classification Conversion		Entry/Lateral Steps
Firefighter		80% of Top Wage – Step 1
Firefighter/Paramedic	(10% above top step FF)	85% of Top Wage – Step 2
Cares/Paramedic	(10% above top step FF)	90% of Top Wage – Step 3
Driver/Engineer	(20% above top step FF)	95% of Top Wage – Step 4
Lieutenant	(25% above top step FF)	100% – Step 5
Captain	(30% above top step FF)	
CARES Coordinator	(Classification plus 15% of top step FF)	

**Out of Class paramedic pay for 2026: \$107.35 (10% over top step FF daily wage:
24 hrs x 44.73 x 10%)**

Deferred Compensation: 3% of Top Step FF per month (\$244.20)

VEBA: \$814/mo (10% over top step FF monthly salary: 8,140 x 10%)

A.3 Effective January 1, 2027 the rates of pay shall be as follows:

Base Rate Pay

Classification	Year One (80%)	Year Two (85%)	Year Three (90%)	Year Four (95%)	Year Five (100%)
Firefighter	37.57	39.92	42.26	44.62	46.96
	6,838	7,265	7,692	8,120	8,547
	82,056	87,180	92,304	97,440	102,564
Firefighter/PM	41.33	43.91	46.49	49.08	51.66
	7,522	7,992	8,462	8,932	9,402
	90,264	95,904	101,544	107,184	112,824
**Cares/PM					54.24
					9,402
					112,824
Driver/Engineer					56.35
					10,256
					123,072
Lieutenant					58.70
					10,684
					128,208
Captain					61.05
					11,111
					133,332
CARES Coordinator					65.75
					11,966
					143,592

*Note: Hourly rates are based on 2184 hours (42 hour work week).

**Note: Hourly rates are based on 2080 hours (40 hour work week).

Classification Conversion	Entry/Lateral Steps
Firefighter	80% of Top Wage – Step 1
Firefighter/Paramedic (10% above top step FF)	85% of Top Wage – Step 2
Cares/Paramedic (10% above top step FF)	90% of Top Wage – Step 3
Driver/Engineer (20% above top step FF)	95% of Top Wage – Step 4
Lieutenant (25% above top step FF)	100% – Step 5
Captain (30% above top step FF)	
CARES Coordinator (Classification plus 15% of top step FF)	

Out of Class paramedic pay for 2027: \$112.70 (10% over top step FF daily wage: 24 hrs x 46.96 x 10%)

Deferred Compensation: 3% of Top Step FF per month (\$256.41)

VEBA: \$855/mo (10% over top step FF monthly salary: 8,547 x 10%)

B.1

OPT-IN form for deduction of Union Dues or Equivalent Dues

I _____, hereby authorize Riverside Fire Authority to deduct union dues, or the equivalent of such dues, as set by the secretary of IAFF Local 451, from my wages. I understand that the Employer will transmit the amount deducted from my monthly wages to the treasurer of IAFF Local 451. My signature below indicates my knowing approval to such deduction, and I understand that I may withdraw this approval at any time.

Dated this _____ day of _____ 20 _____

Employee name

Representative of Labor Union

OPT-OUT form for deduction of Union Dues or Equivalent Dues

I _____, recognize that public employers and public sector unions may no longer deduct union dues, or the equivalent of such dues from my wages, without my written authorization.

I _____, hereby OPT OUT of the option to authorize Riverside Fire Authority to deduct Union Dues, or the equivalent of such dues from my wages. My signature below indicates my knowing approval to OPT OUT from paying Union Dues, and I understand that I may withdraw this OPT OUT form at any time.


Dated this _____ day of _____ 20 _____


Employee name

Representative of Labor Union

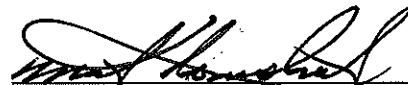
IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be duly executed this 8th day of January 2025.

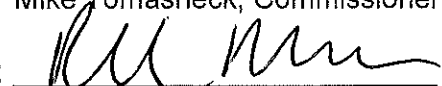
LOCAL UNION NO. #451
INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS

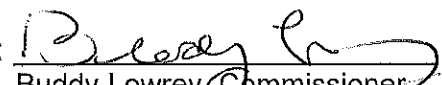
By: 
Rick LeBoeuf, President


By: 
Brian Meyers, Secretary/Treasurer

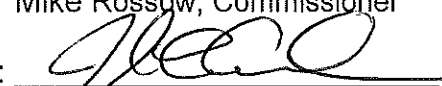
FIRE AUTHORITY
BOARD OF COMMISSONERS

By: 
Mike Tomasheck, Commissioner

By: 
Richard Mack, Commissioner

By: 
Buddy Lowrey, Commissioner

By: 
Mike Rossow, Commissioner

By: 
Joe Dolezal, Commissioner