

# Washington Contract Firefighters Association (WCFA)

## Code of Ethics

### WCFA MEMBERS COMMITMENT

(Adopted 12/27/2022)

This commitment is made January 31, 2023, between the following parties:

**WCFA:** Washington Contract Firefighters Association and:

**Member Name:** \_\_\_\_\_ [TO BE FILLED IN ELECTRONICALLY] \_\_\_\_\_

**1). DEFINITIONS (Terminology):** As used in this Agreement, the following terms shall have the following definitions/meanings:

**1a. Agency:** Agency means all federal and state agencies that we engage with.

**1b. Board EBOARD:** E-Board means the Executive Board of the WCFA.

**1c. Contract:** For our purposes, this is the word used for an agreement with a Govt. agency

**1d. Employee Poaching:** Practices that involve companies hiring or attempting to hire current employees from a competitor or similar company.

**1e. Fire (Smoke) Chasing:** Fire or Smoke chasing means self-dispatch without being dispatched by an agency and without receiving an Order or E-Number.

**1f. Harm:** In this document, "harm" means negative actions, especially when those actions are significant and unjust. If one is out to cause malicious harm on people, equipment or reputations.

**1g. IMT:** Incident Management Team. A team or group of people who manage an incident.

**1h. Insurance.** Insurance by Agency Contracts, Agreements or State or Federal agencies as required. Insurance is often provided by a private insurance carrier.

**1i. Member:** MEMBER means the WCFA MEMBER described above and signed this Agreement. Active, past, future, current or prospective member of the WCFA. Also referring to a member in good standing.

**1j. Non-Compliance:** Violations to this agreement or any other provision listed in this document. It may also mean non-compliant while on or off an incident. Not able to meet the acceptable standard or missing required items to be compliant with an agreement.

**1k. Probationary Member:** All new members are considered Probationary Members for a period of 1 year from their time of acceptance into the WCFA.

**1l. President:** President means the President of WCFA.

**1m. WCFA:** Washington Contract Firefighters Association.

**2) WCFA RECITALS:**

**2a.** WCFA is a non-profit association that is a R6 MOU holding organization collaborating with firefighting/fuel(s) management agencies and private companies.

**2b.** WCFA is an apply for membership association that is recognized for our professional business based personnel and equipment that meet or exceed the national level of standards.

**2c.** WCFA is committed to a drug, alcohol and harassment free environment.

**2d.** WCFA does not condone discrimination.

**2e.** When requested or warranted, WCFA will forward information requests to the appropriate Govt. agencies according to our MOU regarding signed agreements or other documentation.

**2f.** WCFA has Bylaws in place that we understand, hold and follow to guide us.

Require Participant Initials \_\_\_\_\_

**3) WCFA:**

**3a.** NOW, THEREFORE, in consideration of the mutual promises, representations, and warranties of both parties, WCFA and Member will enter into the following agreement:

**3b. Incorporation of Recitals:** The above recitals are incorporated herein by reference as promises, representations, and warranties of all parties as though fully stated in this paragraph.

Require Participant Initials \_\_\_\_\_

**4) HARM:**

**4a. Avoid Harm: WCFA Members do not cause harm.**

**4b. Inadvertent/unintentional harm:** not malicious harm or well-intended actions causing harm can happen. WCFA members shall strive to maintain situational awareness in an effort to keep this type of harm from occurring, including those times we are on or off duty.

**4c. Examples of harm** include unjustified physical or mental injury, unjustified destruction or disclosure of information and unjustified damage to body, property, reputation or the environment.

**4d.** WCFA members are aware that when harm is **unintended**, those responsible are obliged to undo or mitigate the harm as much as possible. Avoiding harm begins with careful consideration of potential impacts on all those affected by decisions and/or actions.

**4e.** WCFA members are aware that when harm is **intentional**, those responsible will be identified and actions investigated. Law enforcement may be involved. A WCFA committee may be formed and offenders may face disciplinary action by the WCFA, USDA R6 Contracting Officers and/or the court/legal system may be utilized or notified.

Require Participant Initials \_\_\_\_\_

**5. HONEST and TRUSTWORTHY:**

**5a.** WCFA members are aware that honesty is an essential component of trustworthiness. All WCFA members shall commit to being honest and trustworthy. A WCFA member shall be transparent and provide full disclosure of all pertinent capabilities, registrations, certifications, licenses, limitations, actions and potential problems to the appropriate parties.

**5b.** WCFA members are aware that making deliberately false or misleading claims, fabricating or falsifying statements, data or documents, and/or other dishonest conduct are violations of this agreement.

**5c.** WCFA members are aware that they shall not misrepresent or falsely represent an organization, entity or company with which they are not a part of. WCFA members shall not question policies and/or procedures or speak on behalf of an organization, agency or company unless they are a part of, employee of, or owner of, unless authorized to do so.

Require Participant Initials \_\_\_\_\_

**6. TRAINING:**

**6a.** WCFA members are aware that all personnel provided to the government contract workforce by WCFA members/vendors, shall meet or exceed the minimum training requirements of their awarded agreement, the National Wildfire Coordinating Group (NWCG) Publication 310-1, PNWCG or other Agency guidelines policy, procedures or rules.

**6b.** WCFA members shall know, understand and adhere to the acceptable training policies, procedures and requirements set forth by the entities mentioned above and abide by them.

**6c.** WCFA members, non-members, associate members, staff, or Board will never knowingly or willfully falsify, alter, fabricate, change, manipulate or counterfeit any training document or record.

**6d.** WCFA members shall be rest assured that WCFA commits to offering the highest quality and quantity of training that can be provided or obtained to our members or other outside professional organizations as requested or deemed necessary. A training MOU shall be maintained with USFS Region 6.

Require Participant Initials \_\_\_\_\_

**7. FIRE or SMOKE CHASING:**

**7a.** WCFA members are aware that no WCFA Member shall participate in fire or smoke chasing to gain an advantage for work. WCFA members shall follow the established procedures for receiving incident assignments (dispatches) as established by the agencies and individuals with which WCFA members/vendors have agreements.

Require Participant Initials \_\_\_\_\_

**8. MEMBERSHIP DUES:**

**8a.** WCFA members are aware that Annual Membership dues are due by January 1st and delinquent by January 31<sup>st</sup>, every year. Paid to the WCFA and handled by the Sec. / Tres. of the WCFA

**8b.** WCFA members are aware that if dues are not paid on time, the membership of that individual business shall be terminated for failure to pay and the member shall have to re-apply to the WCFA for reinstatement.

**8c.** In cases of member hardship or timing delays in payment, notification of circumstances can be submitted, in writing, to the Board of the WCFA and a determination will be made.

**8d.** WCFA members are aware that in cases of termination, resignation or withdraw from membership (by the member or member company), a letter shall be sent to the WCFA Board explaining request and effective date, submitted at least 1 weak prior to Jan. 1st .

Require Participant Initials \_\_\_\_\_

**9. WAGES:**

**9a.** WCFA members are aware that all Members of WCFA shall commit to pay the appropriate wages and benefits designated by the AGENCY CONTRACT and/or the FEDERAL and/or STATE DEPARTMENTS or U.S. LABOR Law or other law(s) as may be applicable.

**9b.** All WCFA members (company owners) are aware and shall commit to pay their employees in a timely manner as required by Federal and State law(s).

Require Participant Initials \_\_\_\_\_

**10. INSURANCE:**

**10a.** WCFA members shall commit to obtain, maintain and provide documentation (as needed) of all appropriate insurance(s) as designated by the AGENCY CONTRACT and/or Federal and

State regulations or requirements, that may be applicable for the area in which they operate or are working.

**10b.** WCFA members are willing to provide proof of business license and insurance including Labor and Industries (L&I). Proof of L&I Insurance (or equivalent) is required for membership.

Require Participant Initials \_\_\_\_\_

## **11. NON-COMPLIANCE:**

**11a.** The WCFA member is aware that the WCFA E-Board may initiate an investigation and take further action if a WCFA member is non-compliant or:

- (i) violates any provision of this agreement.
- (ii) violates any provision of the WCFA By-Laws.
- (iii) violates any rule, regulation, or practice duly adopted by WCFA.
- (iv) engages in conduct injurious or prejudicial to the interests of the WCFA.

**11b.** WCFA members are aware that if a suspension or termination is warranted due to a violation of compliance, it shall be made pursuant to a complaint filed by the E-Board, other MEMBER, Government Agency or Government Employee and processed in accordance with the provisions of this agreement and or the WCFA By-Laws.

**11c.** WCFA members are aware that if there is a penalty or termination of a MEMBER due to noncompliance, the E-Board will give notice thereof to the Member and take other measures to validate such termination.

Require Participant Initials \_\_\_\_\_

## **12. COMPLIANCE AT AN INCIDENT:**

**12a.** WCFA members shall strive to arrive at an incident in a completely “Compliant Mode” with their government agreement or contract. WCFA members are known for their quality equipment, professionalism, safety orientation, training, experience and outstanding work ethic.

**12b.** WCFA members shall follow the terms, conditions, and intent of the contracts/agreements signed or verbally agree to pre-season, season and post-season. WCFA members shall strive to stay compliant throughout every assignment they have committed to.

Require Participant Initials \_\_\_\_\_

**13) COMPLAINTS:**

**13a.** WCFA members are aware that No MEMBER shall be terminated or membership withdrawn unless a valid complaint has been filed, and followed up on, against such MEMBER (in writing).

**13b.** If a member has failed to pay dues or another debt due WCFA, this complaint will be brought to the E-Board by the Sec/Treas. for action.

**13c.** WCFA members are aware that any formal complaint shall be well documented. All parties involved will be given notice and receipt of that notice. All proceedings shall be well documented.

**Examples of documentation may include, but are not limited to:**

- (i) Letters from agencies with the responsibility for legal or contractual compliance and other information to prove the accuracy of the complaint,
- (ii) Letters from other contractors or current/past employees,
- (iii) Letters from WCFA staff or volunteers,
- (iv) Letters from witnesses,
- (v) Pictures or footage with letter(s) or descriptions with date documented.

Require Participant Initials \_\_\_\_\_

**14. OBSERVATIONS:**

**14a.** WCFA members are aware that if one observes an infraction of a non-compliance item, safety violation or other concern, involving another contractor, reach out to the other person first. Keep it between each other as much as possible.

**14b.** WCFA members are aware that running to, or involving agency personnel, to lodge complaints against other WCFA members or vendors can cause the industry irreparable harm.

**14c.** If issues cannot be resolved between the parties, it is possible other action may be warranted. Contact or communication with WCFA President or E-Board should always remain an option.

**14d.** WCFA members are aware that IMT (Incident Management Teams) or other Agency personnel would prefer not being burdened with complaints about Vendors from other Vendors.

Require Participant Initials \_\_\_\_\_

**15) PROFESSIONALISM:**

**15a.** WCFA members are aware that the WCFA requires courtesy and professionalism when communicating with our E-Board, other members, staff, and volunteers, while at an incident, to and from an incident, on or off duty, and when dealing with any Govt. entity personnel or representative.

**15b.** WCFA members will strive to be kind to those around them. Help each other out. Watch out for everyone’s safety.

**15c.** WCFA members help out our fellow firefighter\participant whenever possible, as we may be the next one needing help. WCFA members strive to be honest, kind and helpful to all.

Require Participant Initials \_\_\_\_\_

**16. EMPLOYEE POACHING/ FARMING OUT:**

**16a.** WCFA members do not condone or participate in employee poaching.

**16b.** This activity is unprofessional and unethical and can lead to great conflict among Members and other Vendors.

**16c.** WCFA members are aware that if employee poaching is reported to the WCFA, there will be an investigation. If it is found that you are in violation of this “Code of Eethics”, you may be subject to discipline.

**16d.** WCFA members are aware that to obtain, maintain or train employees for the purpose of selling labor services or labor to “**Farm Out**” employees for profit or gain from such activity(s) is unethical and shall not be conducted.

Require Participant Initials \_\_\_\_\_

**17. THEFT:**

**17a.** WCFA members are aware that theft from a business, government agency, another contractor, homeowner or resident is a serious illegal infraction.

**17b.** WCFA members are aware that if it is proven that you or your company is found guilty of theft, you will be removed immediately from membership and you will not be given the opportunity to re-apply or re-enroll. WCFA will assist Law Enforcement when warranted.

Require Participant Initials \_\_\_\_\_

**18. INVESTIGATIVE COMMITTEE:**

**18a.** WCFA members are aware that there may be circumstances when complaints may/can be sent to the E-Board by the WCFA President, a member, an agency or a non-member.

**18b.** The E-Board may choose to appoint an Investigative Committee. The E-Board will determine the structure and guidelines for each committee based on the nature or severity of the complaint, infraction or allegation. The WCFA Bylaws shall be followed on these matters.

Require Participant Initials \_\_\_\_\_

**19. PROBATIONARY MEMBERSHIP:**

**19a.** WCFA members and probationary members are aware that for a period of one year following initial membership acceptance, or re-application, the member is considered probationary.

**19b.** WCFA members and probationary members are aware that during this time, probationary members may be scrutinized by/for their behavior, business practices, professionalism, ethics, adherence to the bylaws and codes of ethics.

**19c.** WCFA members and probationary members are aware that conduct unbecoming of a member of the WCFA will be dealt with swiftly and appropriately by the WCFA and cause your membership to be in jeopardy.

Require Participant Initials \_\_\_\_\_

**20) RESPECTFUL COMMUNICATIONS:**

20a. WCFA members are aware that we shall respect other Members right(s) to privacy.

20b. WCFA members agree to make no derogatory, slanderous, or defaming remark relating to the WCFA, it's E-Board, staff, other members and/or WCFA volunteers, and further agrees that the Member will not interfere with the WCFA contractual relations.

Require Participant Initials \_\_\_\_\_

**21. CONFIDENTIALITY:**

21a. WCFA members are aware that any communications to or from any officer, director, employee, or WCFA agent with any agency, individual, entity, director, officer, staff, or agent of a Member, about or relating in any way to any MEMBER or WCFA representative, is privileged.

21b. WCFA members are aware and acknowledge that in the course of WCFA membership and communications with WCFA E-Board, staff, WCFA volunteers, and others, the Member will



have access to trade secret knowledge, proprietary information, and other confidential information, the ownership and confidential status of which is extremely important to the WCFA and its membership.

21c. A WCFA member promises, warrants, and represents that the Member will not disclose any trade secrets or confidential information, directly or indirectly, under any circumstances or by any means, to any third person without safeguarding WCFA trade secrets, internal interactions or confidential information against loss, theft, or other inadvertent disclosure.

21d. WCFA members agree to take all necessary steps to ensure the maintenance of confidentiality.

Require Participant Initials \_\_\_\_\_

**22. ATTEST:**

**22a.** I declare by my signature below that I have read and understand these Code of Ethics and I will adhere to, and abide by, these codes and written words to the best of my ability. I am fully aware of the consequences if I do not.

The Parties hereto have executed this Agreement on the Dates hereinafter decried effective January 31, 2023.

Signed WCFA President: 

Printed WCFA President: Todd Graves

Date: January 31, 2023

Signed Member: \_\_\_\_\_[TO BE FILLED IN ELECTRONICALLY]\_\_\_\_\_

Printed Member: \_\_\_\_\_[TO BE FILLED IN ELECTRONICALLY]\_\_\_\_\_

Date: [TO BE FILLED IN ELECTRONICALLY]