



Local 2878

LABOR AGREEMENT

entered into between

KING COUNTY FIRE DISTRICT 10

and

**INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS
LOCAL 2878**

JANUARY 1, 2008 THROUGH DECEMBER 31, 2010

PREAMBLE

This agreement is entered into by and between King County Fire District 10, hereinafter referred to as the Employer, and International Association of Fire Fighters, Local 2878, hereinafter referred to as the Union.

It is the purpose of this agreement to achieve, maintain, and support harmonious labor relations between the parties and with partner agencies. It is also intended to provide a means to handle labor relations, promote efficiencies, esprit-de-corps, safety, agreements, and routine business in a professional manner.

With this in mind, the parties commit to working together on labor relations issues in an environment of mutual respect, communication, and candor, while acknowledging the respective rights and responsibilities of the Employer and the Union.

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ARTICLE 1
RECOGNITION OF BARGAINING UNIT

- 1.1 The Employer recognizes the Union as the exclusive representative of the full-time Firefighters, Lieutenants, and Captains, employed by King County Fire Protection District 10.
- 1.2 Upon establishment of any new classification, and when the Union and the Employer cannot mutually agree if that position should be included within the bargaining unit, then either party may request a unit clarification from the Public Employment Relations Commission.

ARTICLE 2 UNION SECURITY

2.1 Condition of Employment

It shall be a condition of employment that all employees covered by this Agreement who are members of the Union, shall remain members in good standing. All new employees shall become and remain members in good standing within thirty (30) calendar days after the effective date of this Agreement or thirty (30) calendar days after date of commencement of employment, whichever is later. Those employees failing to comply, shall be discharged within thirty (30) days after the Employer is notified by the Union, in writing, of an employee's non-compliance; provided, however, that the above requirements to apply for Union membership and/or maintain Union membership shall be satisfied by an offer by the employee to pay the regular initiation fee and regular dues uniformly required by the Union of its members.

2.2 Employees' Non-Association Rights

Employees' right of non-association because of bona fide religious tenets or teachings of a church or other religious body of which such employee is a member shall be protected by RCW 41.56.122.

2.2.1 It shall be a condition of employment that such employee make payments, as set forth in RCW 41.56.122, to a non-religious charity, with proof of such being forwarded to the treasurer of the Local at the end of each calendar month. Such payment to charity shall be reduced by an administrative fee to the Union for contract administration and other normal business expenses.

2.3 Those employees failing to comply shall be discharged within thirty (30) days after the Employer receives written notification of same from the Union, subject to final determination pursuant to any grievance arbitration, administrative proceeding or civil action challenging the application or interpretation of this section.

ARTICLE 3 MANAGEMENT RIGHTS

3.1 The Union recognizes that the Employer has the obligation of serving the public with the highest quality of fire protection and emergency services efficiently and economically. The management of the District and the direction of the work force are vested exclusively in the District subject to terms of this Agreement.

3.2 Administrative Rights

All matters not specifically and expressly treated by the language of this Agreement may be administered for its duration by the District in accordance with such policy or procedures as the District from time to time may determine.

3.3 Department Operations

Except where limited by an express provision of this Agreement, the Employer reserves the right to manage and operate the Fire District at its discretion.

Examples of such rights include the right:

- A. To recruit, hire, assign, transfer, promote or lay off employees;
- B. To suspend, demote and/or discharge employees or to take other disciplinary action, except as otherwise expressly limited by this contract;
- C. To adopt rules for the operation of the District and the conduct of its employees subject to the rights as outlined in Article 24;
- D. To determine the methods, processes, means and personnel necessary for providing fire service, including the increase, or decrease, or change of operations or fire equipment, in whole or in part, the assignment of employees to specific jobs, the determination of job content and/or job duties and the combination for consolidation of jobs and the setting of standards of performance;
- E. To determine work schedules and the location of departmental headquarters and facilities;
- F. To determine the amount of voluntary job related educational expenses to be reimbursed by the employer, including tuition and other course or seminar fees, books and travel beyond the education reimbursement policy currently in effect upon signing of this Agreement; and
- G. To control the departmental budget.

3.4 Emergency Management Right.

The Employer further reserves the right to take whatever actions are necessary in emergencies in order to assure the proper functioning of the Department

ARTICLE 4
EQUAL EMPLOYMENT OPPORTUNITY

- 4.1 The Employer and the Union shall not unlawfully discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment because of race, color, religion, marital status, national origin, age, sex, sexual orientation [as defined by State or Federal Law], physical disability, or membership in the Union, provided however that violations of this Article shall not be subject to the grievance procedure if the aggrieved party or the Union initiates administrative or civil proceedings involving substantially the same allegations of discrimination, and provided further, that any grievance award based on this Article shall not be enforceable if the grievant or Union thereafter initiates such administrative or civil proceedings.

ARTICLE 5 HOURS OF DUTY

5.1 Twenty four (24) hour shift (0800 to 0800)

The normal working hours shall be from 0800 to 0800. The work schedule shall be illustrated in the following manner: 24 hours on duty, 24 hours off duty, 24 hours on duty, 24 hours off duty, 24 hours on duty, and 96 hours off duty with this cycle repeated. Refer to Section 5.3.1 for average workweek.

5.1.1 Employees covered under this section of the agreement may work an alternate work schedule, with mutual agreement of union and employer.

5.2 Day Shift

The normal working hours for day shift personnel shall be from 0800 to 1700, Monday through Friday, not to exceed forty (40) hours per workweek, and to include a one (1) hour lunch period.

5.2.1 Employees covered under this section of the Agreement may work an alternate work schedule, with mutual agreement of employee and employer, such as, but not limited to, four (4) ten (10) hour shifts per week.

5.2.2 Twelve hour shift (0600 - 1800)

The normal hours of work for the employees assigned to a twelve hour shift shall be from 0600 to 1800: for four (4) consecutive days followed by four (4) consecutive days off. Average workweek is equal to 42.5 hours.

5.3 Kelly Day

DEFINITION: *A continuous twenty-four (24) hour period starting at 0800 and ending at 0800 the following day.*

5.3.1 In order to reduce the average workweek, the employee is required to take 24 hours of leave within each 27-day FLSA work cycle.

Each employee assigned to a twenty-four hour shift shall be granted (15) fifteen Kelly Shifts per year for an average annual hour total of 2552.

5.4 Notice of Shift Change

All employees covered by this Agreement shall receive notice, when possible, fourteen (14) calendar days in advance of a change from one shift to another; such notice shall be in writing. This time limit may be

waived at the discretion of the Fire Chief in the case of permanent appointments to a promotional position within the bargaining unit and necessary shift adjustments caused by such appointments.

5.4.1 Other hours of work changes may be made by mutual agreement between the employee and the employee's supervisor with final approval of the Chief or the Chief's designee.

5.4.2 No member covered by this agreement shall be forced to change work schedules from a twenty-four (24) hour shift to Day shift. With the exceptions:

1. Those hired after January 1, 1995 may be assigned to a twelve-hour shift.
2. Company Officers may be assigned to a twelve-hour shift in reverse seniority order.

ARTICLE 6
OVERTIME AND CALL BACK

- 6.1 Overtime shall be defined as any hours or portion of hours worked beyond an employee's normally scheduled work hours.
- 6.2 Overtime shall be compensated at one and one-half (1 1/2) times the employee's hourly rate as defined in Article 9.
- 6.3 In the event that overtime is the beginning of, or the extension of an employee's shift, overtime shall be computed to the next half hour (e.g. 1-30 minutes = 1/2 hour of overtime, 31-60 minutes = 1 hour of overtime).
- 6.4 In the event overtime is not the extension of or the beginning of an employees shift, a minimum of two (2) hours of overtime shall be paid to the employee when the employee is requested or required to return to duty or involved in activities as defined in section 6.5. After the two (2) hours, overtime shall be paid in increments as defined in section 6.3 by the employer.
- 6.5 An employee shall be entitled to overtime pay when they are off shift and are required to attend a meeting or training.

ARTICLE 7
WORKING OUT OF CLASS

- 7.1 Any employee covered by this agreement who is assigned by the Chief or designee in writing or verbally to accept the responsibilities and carry out the duties of a position or rank above that which the employee normally holds for a period of at least one (1) hour shall be compensated as described below.
- 7.1.1 The out of class rate shall be the entry base rate of the position being filled.
- 7.2 All personnel who work out of class as a Lieutenant shall submit a list of stations at which they will work out of class to their Battalion Chief for posting. Personnel shall not request or accept any shift trade as an actor at any station not on their posted list.

**ARTICLE 8
EDUCATION INCENTIVE**

- 8.1 The Employer shall pay a monthly premium equivalent to 1.75% of top step firefighter base wage per month for an AA degree. The monthly premium begins the first month following completion of an accredited program awarding an Associate Degree in the field of Fire Science: such as Fire Technology, Fire Administration/Command, Fire Prevention specialist or other related education that is approved through consensus with Labor and Management.
- 8.2 Education Reimbursement
- Tuition reimbursement, which will have a maximum annual allowable amount of up to 15 credits per calendar year, shall be allowed for any college accredited, graded, job related degree program, based upon the current Bellevue Community College (BCC) tuition payment schedule.
- 8.2.1 Any employee required to complete (as a condition of continued employment) the JATC program shall be eligible to receive tuition reimbursement until all 432 education hours are completed.
- 8.3 When staffing allows, employees shall be allowed to attend approved educational classes, seminars and/or schools that are job related or part of approved degree programs, without being charged personal leave or vacation. This provision does not apply to the JATC program.
- 8.4 An “accredited” program awarding an A.A. Degree or higher shall be accredited by the Northwest Commission on Colleges and Universities (NWCCU) or equivalent.

ARTICLE 9

WAGES AND DEFERRED COMPENSATION

9.1 Calculation

The salary for first class firefighters for each year of the agreement shall be the average of a ten (10) year firefighter/driver position, (rounded up to the nearest ten (10) dollars) in effect on January 1 of each calendar year, for the comparables listed in Section 9.1.1. For the purpose of calculating the basic rate of pay, the established monthly salary of individuals shall be multiplied by twelve (12) to obtain the annual salary which shall then be divided by (2552) which represents the annual hours scheduled to obtain the hourly rate.

9.1.1 Comparables

Cities of Auburn, Bellevue, Everett, Kent, Kirkland, Puyallup, Redmond, Renton and King County Fire Districts; Shoreline, North Highline, Woodinville Fire & Life Safety, South King Fire & Rescue, Maple Valley Fire & Life Safety, Pierce County Fire Districts; Central Pierce Fire & Rescue, Lakewood Fire District 2, and Snohomish County Fire District 1. Agency may be excluded by mutual agreement, if the agency is in contract dispute.

9.2 Adjustments

By November 15th of each year, the Employer will contact the listed agencies to determine the January 1 salary for a ten (10) year firefighter/driver. When all the data is collected, the average shall be figured. By January 31 of each year, the salaries will be verified and necessary adjustments will be made retroactive back to January 1 of that year.

9.2.1 The adjustment shall be no more than 6% in any given year. Exception shall be for 2009 only at no more than 8%.

9.3 Classifications

Other classifications and ranks shall be referenced in Appendix "A," which shall form a part of and be subject to all provisions of this agreement.

9.4 Deferred Compensation

Employer agrees to make a contribution in the amount of 3.5% of first class firefighter base wage, per month, per employee into the District's deferred compensation program.

ARTICLE 10
UNION PAYROLL DEDUCTIONS

- 10.1 Upon receipt of written authorization individually signed by a bargaining unit member, the Employer shall have deducted from the pay of such Employee, the amount of dues as certified by the Secretary or President of the Union and shall transmit the same to the Treasurer of the Union. Subject to agreement of both parties, the employer agrees to allow the Union to participate in the following other payroll deductions for various contributions for the uniform benefit of the Union members as a whole (i.e. house dues, scholarship, fire pac) so long as there is no cost to the Employer and they do not create undue burden on the Employer.
- 10.1.1 The Union will indemnify, defend, and hold the Employer harmless against any claims made, and against any suit instituted against the Employer, on account of any check-off of dues for the Union, payroll deductions, or lawful actions taken by the Employer in the enforcement of the provisions of Article 2 (Union Security). The Union agrees to refund to the Employer any amount paid to it in error or on account of the check-off provisions upon presentation of proper evidence thereof.
- 10.2 The Employer agrees to allow LEOFF II employees a payroll deduction to pay 100% of the premiums for a disability policy for all LEOFF II employees covered by this agreement.

ARTICLE 11
LONGEVITY

- 11.1 Longevity pay shall be applied to the base salary for the employee who has completed the following schedule of years of service as a full-time employee with the District, or as reflected in Appendix B.

Completion of 15 Years of Service – 2.5% of 1st class FF wages per pay period
Completion of 20 Years of Service – 3.0% of 1st class FF wages per pay period
Completion of 25 Years of Service – 3.5% of 1st class FF wages per pay period

ARTICLE 12
MILEAGE ALLOWANCE

- 12.1 Employees, when required by the Employer to use their private vehicles on District business, required job related training, instruction, travel between stations on duty or any other situation covered under this article, shall be compensated.
- 12.2 In lieu of mileage allowance, personnel relocated will be compensated at a rate of \$7.50 per shift. This will not include days the employee is called in on overtime.
- 12.3 When an employee is required to use their private vehicle for job related training that occurs outside of the District boundaries, mileage shall be computed from 175 Newport Way NW (Issaquah, WA) to the training site and back.
- 12.4 The Employer shall provide mileage reimbursement forms.

**ARTICLE 13
CLOTHING AND CARE**

Such as but not limited to: Uniforms, Station Wear, and Protective Clothing

- 13.1 The Employer shall provide clothing in the form of uniforms, station wear, and protective clothing as described in this contract.
- 13.2 The Employer shall provide laundering facilities for routine cleaning of clothing as provided for in this contract; some contaminated items may require special cleaning which will be provided.
- 13.3 Uniforms and protective clothing shall be provided as described in Department Policy. Such items shall be replaced at no cost to the employee, subject to a fair wear and tear policy.

ARTICLE 14 INSURANCE BENEFITS

14.1 Medical and Dental Benefit

The Employer agrees to pay the premium cost for medical and dental group plans mutually agreed upon by the Union and the Employer for medical and dental coverage for all employees and their dependents as follows:

14.1.1 KPS PPO – 1 Plan: District pays 100% of the premiums. The employee shall pay any costs which exceed 13% over the previous year premium costs.

14.1.2 Group Health: Employees choosing Group Health shall pay any premium in excess of the current year's KPS plan rate.

14.1.3 Dental: The District pays 100% of Washington Dental Plan D Option 3.

14.2 Health Reimbursement Arrangement (HRA)

The Employer shall fund an HRA for each bargaining unit member in an equal dollar amount. The HRA may be used for all IRS allowable expenses, as determined by the Third Party Administrator (TPA), and shall contain the following elements:

14.2.1 As of January 5, of each year, each bargaining unit member shall have \$1,360 (2008), and \$1400 for remaining years, available for IRS allowable expenses with no cap on accumulation.

14.2.2 Individual account funds shall rollover, include a survivorship option and have continued reimbursement rights upon completion of three years of service for members in good standing.

14.2.3 Individuals separating from the agency shall continue to have access to their HRA balance (until depleted) as provided in 14.2.2. Separation prior to the end of the first quarter of the year shall be pro-rated to their date of separation. Employees separating with a negative HRA balance shall have the amount deducted from their final pay.

14.3 Medical Insurance Evaluation Committee (MIEC):

The Union and the Employer will establish a joint labor/management committee of equal representation to continue to evaluate healthcare options, pricing and usage, as well as oversee the shared risk fund during

the term of the Agreement. The MEIC shall meet at least semi-annually or by mutual agreement and may propose alternative medical plan options using the following criteria:

1. Maintaining an effective and efficient healthcare plan within the cost parameters identified in Section 14.1.1;
2. Within the scope of the Employer's legal responsibility as a public employer;
3. Within the scope of the Union's responsibility to all Local 2878 bargaining unit members.

Such plan option(s) shall be evaluated jointly and bargained in good faith.

14.4 Shared Risk Fund

14.4.1 It is the intent of this fund to be used for items which may arise within the contract years, such as excessive increase in medical and dental premiums, catastrophic illness not covered by Plan, and unforeseen needs which were not addressed or known by either party.

14.4.2 Any rebates, refunds, rollovers, and interest shall stay within the fund.

14.4.3 In the event labor and management cannot agree on the use of the funds, the decision shall be made by the Board.

14.4.4 The Shared Risk Fund shall be funded annually at \$12,000.

14.5 Benefits while on leave without pay or separation: (within COBRA)

The Employer will make available to the employee on leave without pay or separated from the department, the current medical and dental benefits at no cost to the Employer.

14.6 Benefit while on Disability Leave

The Employer will provide employees on disability leave, pursuant to Article 18, the benefit outlined in Section 14.1.

**ARTICLE 15
TOBACCO USE**

- 15.1 The District and the Union agree that the use of tobacco products (cigarettes, cigars, chewing tobacco, etc.) is not compatible with a healthy fire service, reduces work efficiencies, increases health care costs and is contrary to the goals of a comprehensive wellness program.
- 15.2 All employees shall not use any tobacco products at the District owned property, within or on fire department apparatus or vehicles or at any training function, either inside or outside the District while on duty
- 15.3 The Union and the District encourage employees using tobacco to seek appropriate cessation treatment to become tobacco free. In order to assist in the cessation of tobacco products, the District shall pay for one tobacco cessation treatment program (outside of provided health insurance) per employee. The District may provide additional programs if it deems necessary.

**ARTICLE 16
VACATION**

16.1 ACCRUAL

Vacation and leave in lieu of holidays shall be authorized to regular, full-time employees based on the following schedules:

Day shift employees:

	Hours	Shifts	Accrual Rate	Maximum
Accrual				
0 - 1 year	48	6	2.000	60
2 - 4 years	120	15	5.000	288
5 - 9 years	168	21	7.000	360
10 + years	216	27	9.000	540

Twelve (12) hour shift:

	Hours	Shifts	Accrual Rate	Maximum
Accrual				
0 - 1 years	120	10	5.000	72
2 - 4 years	168	14	7.000	288
5 - 9 years	192	16	8.000	360
10 - 14 years	216	18	9.000	432
15 - 19 years	240	20	10.000	504
20 + years	264	22	11.000	540

Twenty four (24) hour shift employees:

	Hours	Shifts	Accrual Rate	Maximum
Accrual				
0 - 1 years	96	4	4.000	72
2 - 4 years	288	12	12.000	288
5 - 9 years	336	14	14.000	360
10 - 14 years	384	16	16.000	432
15 - 19 years	432	18	18.000	504
20 - + years	456	19	19.000	540

16.1.1 Employees shall accrue 1/24th of their authorized vacation and holiday leave credit each pay period, and the payroll process will debit for the vacation leave used during the pay period. (This is based on twenty-four (24) pay periods per year.)

16.1.2 Vacation benefits shall be accrued from the date of hire and the rate change will be effective on the pay period of the employee's anniversary date, unless the anniversary date falls on the pay period, which shall then become the effective date.

16.1.3 Employees may have a greater amount of leave accrued than indicated in 16.1 throughout the year, but must be below the maximum accrual on December 31st of each year. If employees are not authorized to take vacation leave due to circumstances beyond

their control, the Chief or the Chief's designee shall authorize the employee an additional 120 days to use accrued vacation leave in excess of maximum accrual limits without loss of benefit. Accrual that exceeds the maximum authorized by this agreement will be adjusted on January 1 of each year, with the overage being converted to sick leave, and the affected employee or employees will be notified.

16.2 Leave Schedule

Employees shall schedule all annual vacation leave no later than January 1 of each year.

16.2.1 Annual vacation leave may be changed after all leave is scheduled with agreement by both the Employee and Employer.

16.3 Termination Payment

If permitted by State law, an employee's accrued vacation will be paid for in one lump sum upon termination of employment. Payment shall be at the affected employee's current rate.

ARTICLE 17 HOLIDAYS

17.1 Day Shift Employees

For those employees scheduled to work day shift, the holidays as described in Section 17.1.1 shall be recognized and observed:

- 17.1.1 New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Day before or after Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas
- Day before or after Christmas

17.1.2 The day before or after Independence Day, Thanksgiving, or Christmas may be replaced by Veteran's Day at the employee's request.

17.2 In lieu of holidays employees shall accrue holiday leave in Article 16 as follows in Sections 17.2.2

17.2.1 Day shift employees shall receive one (1) shift personal leave per year. A day shift employee's personal leave or holiday shall be defined as eight (8) hours of paid time off.

17.2.2 Twenty-four (24) hour shift employee's four (4) shifts per year.

**ARTICLE 18
SICK LEAVE**

18.1 Non-duty Sick Leave for LEOFF II

All employees whose retirement benefits are provided by State law under LEOFF II shall receive non-duty sick leave for sickness and injuries that are non-duty related pursuant to applicable State Law. Full-time employees shall have a bank of sick leave immediately upon employment and accumulate sick leave at the rate listed below in Section 18.1.1.

18.1.1 <u>First year bank</u>	<u>Accrual rate</u>	<u>Maximum accrual</u>	
Day Shift employee	96 hours	4.000	1440
12 hour employee	96 hours	4.000	1440
24 hour employee	168 hours	7.000	1440

Maximum accrual hours may be exceeded during calendar year and adjusted on January 1 of each year to reflect the maximum.

18.2 Non-duty Sick Leave may be used for the following reasons

- 1) Personal illness, injury, or incapacity of the employee to perform his/her duties.
- 2) Enforced quarantine of the employee by a public health official.
- 3) Up to three (3) shifts a year may be taken for family illness, provided that the three (3) shift limit shall not apply where additional leave is required for care of a child of the employee who is under the age of eighteen (18), and who has a health condition requiring the employee's treatment or supervision. The family member must be a legal dependent of the employee.
- 4) May be used for doctor or dental appointments in case of an emergency, or as otherwise approved by the Chief or the Chief's designee.

18.3 Employer Agrees to Comply with Family Medical Leave Act and Washington Family Care Act.

Maternity leave shall be covered under the District Family Medical Leave Policy.

18.4 Duty Related Disability for LEOFF II

LEOFF II employees qualifying for supplemental disability leave pursuant to applicable State Law shall be granted adequate on-duty injury sick leave to provide the full benefits provided by such RCW sections for up to six (6) months for each new and separate duty related disability. LEOFF II employees while on disability leave under RCW 51.32.090, shall accrue

sick leave and vacation benefits during the time of disability under this Article, up to six (6) months.

18.5 Notification When Unable to Report

An employee must notify the on duty battalion chief at least one (1) hour prior to the beginning of a shift if he/she is not able to report for duty due to reasons listed in section 18.2.

18.6 Verification

The Employer may require that an employee produce a doctor's verification of the employee's need of absence from work if a pattern or practice of absence is noted. The doctor's verification may no longer be required if employee shows no pattern or practice of absence as approved by employer.

18.7 Sick Leave Benefit

An employee who uses no more than:

- (a) 24 hour employee 72 hours
- (b) 12 hour employee 36 hours
- (c) Day shift employee 30 hours

of sick leave during any one (1) calendar year (January through December) shall be allowed one of the following options:

18.7.1 Option 1) One (1) shift of accrued, unused sick leave may be converted to one (1) shift of vacation leave to be taken at the discretion of the employee upon approval of the Chief or the Chief's designee.

Option 2) Twenty-four (24) hours of accrued sick leave may be converted to cash payment, at the employee's November 30 rate of pay in the calendar year for which the benefit is earned.

Option 3) The employee may choose to retain his/her sick leave balance without exercising either option 1 or 2.

Exception

Employees assigned to twelve (12) hours and/or day shift eight (8) or ten (10) hours shall be eligible to receive the same dollar equivalent as the 24-hour shift employee.

Example: 24-hour employee receives \$556.12 for his/her pay classification for 24-hour cash out option. The 12 hour or day shift employee in a similar pay classification would receive \$556.12 also, that amount would be divided by their hourly rate to determine the number of hours reduced.

18.7.2 Cash payment for sick leave hours accrued but not used under Article 18 will be made upon an Employee's death, DRS LEOFF II retirement, or voluntary separation while in good standing.

- (a) 720 + hours banked = cash-out at 25% for all hours unused or
- (b) Equal amount to be deposited into the employee's HRA Account.

18.7.3 Sick Leave Reduction Incentive

Employees that have accumulated 1440 hours of sick leave shall continue to accumulate sick leave at the normal accrual rate until the end of each year, at which time all sick leave accumulated in excess of the maximum will be paid at fifty percent (50%) of the member's current rate of pay in effect as of November 30 in the year earned. This pay shall be paid no later than the employee's first January paycheck.

Section 18.7.1 shall not apply to employee's eligible under this section, unless the employee opts to retain annual benefit options under 18.7.1 instead of 18.7.2.

18.8 Light Duty

18.8.1 Employees who are off on duty-related injury or illness shall be assigned to light duty as the Employer may require (as outlined in RCW 41.04.520) if appropriate work is available and subject to the approval of the treating physician. Employees assigned to light duty shall be transferred to day shift.

18.8.2 When an employee is unable to perform regular duties due to non job-related injury or illness, and the appropriate alternative work is available, the employee may request assignment to light duty tasks, subject to the approval of the treating physician.

18.8.3 Employees assigned to light duty shall accrue sick leave and vacation benefits. The 14-day notice period referenced in Section 5.4 shall not apply.

18.9 Transferring Vacation Leave

Employees shall have the ability to transfer vacation leave from their accrued vacation to another employee's sick leave bank by the agreement of both employees.

18.10 LEOFF I Leave

LEOFF I employees shall be authorized three (3) shifts of personal sick leave prior to filing for disability leave. The sick leave shall not accrue from year to year.

ARTICLE 19
BEREAVEMENT LEAVE

19.1 In the event of death in the employee's immediate family, the employee shall be granted bereavement leave without loss of pay as noted below in Section 19.1.1 (per occurrence).

19.1.1 Prior Approval

The amount of bereavement leave shall be determined by the Chief or the Chief's designee after considering the circumstances, including the location, identity of the relative, date of the services and other relevant matters.

19.1.2 Day shift employees: one (1) to five (5) shifts.

12-hour shift employee: one (1) to four (4) shifts

24-hour shift employees: one (1) to three (3) shifts

19.2 Additional Leave

If travel time is required, the employee shall be granted additional shifts without pay or on vacation status at the discretion of the Chief or the Chief's designee.

19.3 Family Members Identified

The immediate family shall be defined as spouse or person who is a member of the employee's immediate household, children, (including stepchildren), grandchildren (including step grandchildren), mother, father (including stepparents), brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, or grandparents-in-law.

**ARTICLE 20
WORK STOPPAGE**

20.1 The Union agrees that there shall be no strikes, slowdowns, stoppages of work, or other organized disruptions of fire department operations. The Employer agrees there shall be no lockout of the employees.

**ARTICLE 21
UNION BUSINESS**

- 21.1 The Employer shall furnish space for Union bulletin boards for each station that an employee is assigned to. Said boards are to be used exclusively for Union related material. Said boards are to be a maximum of three (3) feet by four (4) feet and of a design that is mutually agreed upon by both the Employer and the Union.
- 21.2 The Employer shall allow the use of District facilities for Union meetings and related business.
- 21.3 The Employer shall afford Union representatives a reasonable amount of time while on non-emergency duty to consult with appropriate management officials and/or aggrieved employees, provided that the Union representatives and/or aggrieved employees contact the Chief or the Chief's designee to indicate the general nature of the business to be conducted, and request necessary time without undue interference with assigned duties. Union representatives and employees shall guard against excessive time in handling such responsibilities.
- 21.4 The Employer agrees to establish and maintain a Union leave bank to allow time off with pay for a union officer or appointed representative to attend IAFF or WSCFF sponsored conferences, conventions, or seminars. On January 1 of each year, the employer shall remove vacation leave from each bargaining unit member's vacation bank. The Union President shall notify on or about December 15 of each year the amount of leave to be removed:
- Up to four (4) hours of vacation leave for twenty-four hour shift personnel.
Up to two (2) hours of vacation leave for day shift personnel.
- The above total hours shall be converted to a cash value at first class firefighter rate and utilized for replacement overtime. The union leave may be used on top of the already scheduled daily manning. Notification of time off for Union business shall be given to the Fire Chief or designee in writing, signed by the Union President of Local 2878 or designee, at least ten (10) calendar days in advance of such time off.
- 21.5 Up to three (3) members of the Union's negotiating team shall be allowed time off with full pay for all meetings between the Union and the District for the purpose of negotiating the terms of the contract, when such meetings take place at a time during which such members are on duty.

ARTICLE 22
SAFETY

- 22.1 The District and its employees shall comply with RCW 49.17, WISHA, as modified by WAC 296-305, and all other applicable state and federal laws. The District shall not require an employee to work in conditions which do not comply therewith. Conditions of work, which are felt to be in violation of these rules, shall be reported by its employees to the supervisor as per WAC 296-305-511.
- 22.2 There shall be a minimum of two (2) representatives from IAFF 2878 to serve on the District safety committee. These representatives shall be compensated and allowed to attend department safety meetings and department safety hearings.

ARTICLE 23
DEMOTION, DISCIPLINE, AND DISCHARGE

23.1 Cause

No employee shall be demoted, disciplined, or discharged without just cause.

23.2 Promoted Employees

During the probationary period of one (1) year, which commences upon appointment to the higher rank, employees promoted may be reduced to their previous rank held before promotion.

23.3 New Employees

Newly hired employees while serving a probationary period of one (1) year may be terminated without the right of appeal to the grievance procedure herein.

23.4 Representation

The employee shall have the right to be accompanied and represented by the Union and/or legal counsel.

23.5 Appeal

An employee who believes they have been unjustly disciplined shall be entitled to the grievance process.

ARTICLE 24
EMPLOYER ACTIONS

- 24.1 In the event the Employer implements any changes in benefits, privileges or working conditions that have been established by the Employer and not otherwise provided by this Agreement and which benefits, privileges or working conditions are mandatory subjects for bargaining, the Union may challenge such through the procedure established by RCW 41.56 .
- 24.2 Provided the Employer can show legal justification for making such change, the arbitrator may not affect or alter the Employer's action.
- 24.3 The parties agree that the use of the procedure herein shall be the final and binding resolution of the matter unless the parties agree to negotiate further.
- 24.4 It is understood that benefits and privileges given specifically by this agreement will supersede benefits and privileges of the same nature extended prior to this agreement.

ARTICLE 25 GRIEVANCE PROCEDURE

Grievance Procedure

Both parties recognize the importance of good Labor Relations and the desirability of settling grievances promptly and fairly. In the interest of good Employee relations and morale the following procedure is outlined. To accomplish this, every effort will be made to resolve the complaint or grievance at the lowest level possible.

The Union will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking resolution of their Grievance.

Definitions:

Grievance- an issue raised by the Union relating to the interpretation, application or violation of the employee's rights, benefits or conditions of employment as contained in this agreement.

Grievance Review – shall consist of a member of the labor group appointed to review the grievance for its merit and represent members in the grievance process.

Negotiation – shall mean a process to settle a dispute related to contract or other labor issues between a labor representative and management representative

Mediation – shall mean a process to settle a grievance that require a neutral third party to facilitate a process whereby both parties of the dispute can attempt to work on a mutually satisfying solution of the complaint. The mediator shall follow the rules as set forth in the American Arbitration Association Employment Dispute Resolution Rules.

Arbitration – shall mean a process to settle a grievance that could not be resolved through a mediation process or other means. Arbitration is where a third party(s) creates the solution after both parties present evidence related to the issue. The arbitrator shall make the final decision related to the issue following the rules outlined in the American Arbitration Association, Labor Arbitration Rules. The arbitrator's decision shall be binding on both parties.

Chief - shall mean Chief of the Department or the Chief's designee.

Supervisor- shall mean the first level of supervision outside the scope of the bargaining unit.

Working Days - For the purpose of this article shall mean Monday through Friday. Holidays shall not be counted as working days.

Receipt – When either party delivers correspondence either in person or electronically to the specified designee.

Step 0: Pre Grievance Step:

If a dispute arises out of or relates to this contract, or breach thereof and prior to filing a grievance, the dispute shall be first facilitated by the Union with the Battalion Chief, or in the extended absence, the Chief of the Department. The parties agree to try in good faith to settle the dispute by facilitation Step 1. If no settlement is reached, proceed to Step 1.

Time restrictions may be waived by written consent of both parties at any step of the process.

Step 1: Grievance Review

The grievant shall submit in writing to the Union all relevant facts involving the alleged grievance along with the remedy sought. The Union, upon receiving the written and signed statement from the employee, shall determine if the grievance exists. If in the Union's opinion, no grievance exists, no further action will be taken. If the grievance has merit, then the grievance shall proceed to Step 2. The Union retains the right to formulate a grievance on their own.

Step 2: Investigation

A written notice of a Grievance shall be presented to the Chief of the Department within twenty (20) working days from the knowledge of the occurrence of such Grievance.

The Chief shall assign an investigator who shall gain all relevant facts, conduct an investigation and attempt to resolve the matter. The Chief will notify the Union representative of the investigators decision within twenty (20) working days after the day the Grievance was presented to the Chief. If the Grievance is not pursued to Step 3 within twenty (20) working days of the receipt of the decision, it shall be deemed resolved.

Step 3: Chief of the Department

The Union representative shall place in writing the grievance and investigation material conducted by the investigator, outlining the facts as they are understood and present it to the Chief along with any documents relevant to the Grievance for further investigation, discussion and written reply.

The Chief shall make a written decision available to the Union representative within ten (10)-working days from receipt of the Grievance. If the grievance is not pursued to Step 4 within twenty (20) working days from the receipt of the Chief's decision, it shall be deemed resolved.

Step 4: Mediation

The Union may initiate mediation by filing with the Chief or designee a written request for mediation pursuant to the rules below. The request for mediation shall contain a brief statement of the nature of the dispute and the names of all parties including those who will represent the parties.

Appointment of a mediator – A single mediator shall be chosen. A list of three impartial mediators shall be presented by each side from individuals outside the organization. The process to select the mediator shall be by mutual agreement by both parties from the list submitted by both parties. If the parties cannot agree to the appointment of a neutral mediator, the parties shall request a list of nine (9) mediators from the American Arbitration Association (A.A.A.). Within seven (7) working days following receipt of the list from A.A.A, the parties shall meet to select a mediator. If the Union and the employer cannot mutually agree upon a mediator then the Union and the employer shall take turns in striking names from the list until one remains. A coin toss shall determine who goes first. OR Union and Employer may mutually agree to use PERC.

The mediator and parties shall adhere to the guidelines as published by the American Arbitration Association Employment Dispute Resolution Rules or PERC rules as applicable.

If both sides still cannot agree after mediation, the Union may proceed to Step 5, within twenty (20) working days.

Step 5: Arbitration

The Union may initiate arbitration if the mediation process fails by filing with the Chief or designee a written request for arbitration pursuant to the rules below. The request for arbitration shall contain a brief statement of the nature of the dispute and the names of all parties including those who will represent the Union.

Appointment of an arbitrator – A single arbitrator shall be chosen. A list of three impartial arbitrators shall be presented by each side from individuals outside the organization. The process to select the arbitrator shall be by mutual agreement by both parties. An arbitrator will be selected from the list.

If the Union and employer are unable to select an arbitrator by this method, the Union shall petition either the American Arbitration Association (A.A.A.) or PERC for a list of impartial arbitrators. Within seven (7) working days following receipt of the list from either PERC or A.A.A, the parties shall meet to select an arbitrator. If the Union and the employer cannot mutually agree upon an arbitrator then the Union and the employer shall take turns in striking names from the list until one remains. A coin toss shall determine who goes first. OR Union and Employer may mutually agree to use PERC.

The arbitrator and parties shall adhere to the guidelines as published by the American Arbitration Association, Labor Arbitration Rules or PERC rules as applicable.

Expenses

Each party shall equally share in expenses of the arbitrator unless they agree otherwise. Each party will bear the cost of their representatives or any witnesses appearing on their behalf.

**ARTICLE 26
REDUCTION IN FORCE**

26.1 In the event it becomes necessary, reductions in force shall be determined by the District by classification.

26.2 Procedure

Layoff shall be conducted by seniority within classification; the employee with the least time in classification shall be laid off first.

26.2.1 A laid off employee may bump a less senior employee in a lower paid classification within the bargaining unit.

26.2.2 The affected employee, the Union, and all employees subject to possible bumping shall be notified no less than ninety (90) days in advance of any personnel reduction. The employee shall notify the Chief or the Chiefs designee in writing within five (5) working days of the employee's intent to exercise the right to bump an employee in a lower class.

26.3 Recall

26.3.1 An employee shall have recall rights to his same classification, or a lower classification for which the employee is qualified to do the job, within five (5) years of the date of layoff. Recall shall be in reverse order of layoff. All employees recalled, shall be required to meet the requirements of the district's return to work policy, which shall address the medical, physical, fit for duty test, essential elements of the job, etc.

26.3.2 Laid off employees shall maintain a current address with the Employer for purposes of recall notification. Failure of receipt of notification due to failure to maintain a current address with the Employer shall release the Employer from its obligation to recall the employee. Such failure shall be evidenced by failure to respond to the letter of notice, to be sent by registered mail, return receipt requested, within ten (10) business working days of first notice by the Post Office.

ARTICLE 27
LABOR / MANAGEMENT COMMITTEE

27.1 Members of Committee

There shall be a labor/management committee composed of up to three (3) management representatives appointed by the Chief and up to three (3) members of the Local appointed by the Union. The labor/management committee shall meet at least quarterly.

27.2 Committee Authority

It shall be understood that the committee shall function in a representative capacity. The committee shall deal with matters of general concern and contract clarification as opposed to individual complaints of employees. Either party may request a meeting of the labor/management committee. The initiating party shall submit a proposed agenda to the other party.

ARTICLE 28
SAVINGS CLAUSE

- 28.1 If any provision of this Agreement, or the application of such provision should be rendered or declared invalid by any court action or by reason on of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 29 PERSONNEL FILES

- 29.1 Subject to state and federal law, the Employer agrees that the contents of the employee's personnel file shall be kept confidential and shall restrict the use of any information contained in the file to internal use in the district, unless otherwise agreed to by the employee.
- 29.2 Employees shall be allowed to view, in its entirety, their personnel files by appointment with the Employer at a mutually convenient time. The employee shall also be allowed to copy, in whole or in part, any information contained in their file on an annual basis.
- 29.3 The employees shall have the right to allow members of the Union executive board, or their designee, to view their file on their behalf. The employee shall be required to submit a release form to the person responsible for maintaining personnel files.
- 29.4 Employees shall be allowed to enter into their file comments or information that reasonably rebut or clarify information in the file relating to reprimands, demotion, discipline or investigations.
- 29.5 Any information relating to discipline or demotions shall have a pull date assigned to the document prior to filing. Commendations shall remain in the file. Letters of discipline without penalties shall have a pull date of 12 months. Discipline, with penalties, that may include time off without pay shall have a pull date of three years. All pull dates shall commence from date of alleged violation.
- 29.6 Employee may submit a request to the person responsible for maintaining files that there is information (including investigations that may be attached to discipline) in their file that is beyond the pull date. After receiving their request, the originals and any copies of all information related to the event or occurrence or activity, including the request to pull, shall be pulled from the employee's file and returned to the employee in its entirety within ten (10) working days of the Employer's receipt of the request and the approval process completed, unless the Employee is currently under investigation, in which case the file is locked/frozen, pending the completion of the enhancement process.
- 29.7 Nothing contained in this article shall restrict the employee's right to use the grievance process, or the Union's statutory right to receive information necessary and relevant to its collective bargaining responsibilities and duties.

**ARTICLE 30
COURT LEAVE AND JURY DUTY**

- 30.1 The Employer agrees to pay employees for the period of time, including driving time for which they are required to appear before a court, judge, justice, magistrate, attorney, inquest or other function of the court as a plaintiff, defendant, or witness as a result of an incident that occurred during the performance of their duties. If the said time period falls during the employee's normal work period, the employee shall be compensated as if they had worked these hours. If the employee is not scheduled to work during the said period or is on any type of leave, the employee shall be compensated at the overtime rate of pay subject to minimum hours of overtime as defined in Section 6.4.
- 30.2 Employees required to serve on the jury of a federal, state, or municipal court, will be allowed up to two (2) weeks paid leave for such jury duty. Service as a juror beyond two (2) weeks will be on a basis of unpaid leave. Employees who are subpoenaed to appear in court as a witness, or as a party to an action, not involving District business, will be allowed unpaid leave for which the employee may substitute accrued vacation leave. Employees upon receiving notification to report to serve on jury duty or when subpoenaed, must immediately notify their supervisor.
- 30.3 Employees who serve on jury duty will receive their regular rate of pay for up to two (2) weeks provided they submit to the Employer any compensation received for such duty. Paid leave from Employer for jury duty will not include driving time or mileage. Compensation received by employees as specific reimbursement for travel expenses by a court will be refunded to employees by the Employer, if such compensation was included in the compensation submitted to the employer.
- 30.4 Employees who are excused from court or jury duty during the hours that they are regularly scheduled to work must notify their supervisor immediately and may be required to report to work if, the circumstances are reasonable.

**ARTICLE 31
SHIFT TRADES**

31.1 Employees of equal skill or rank shall have the option to trade shifts or portions of shifts. Shift trades are an agreement between employees done on a voluntary basis. The employee participating in a shift trade shall be entitled to all benefits afforded to on duty employees.

31.1.1 Shift trades are intended to incur no cost to the Department.

31.1.2 Shift trade hours shall not constitute hours for calculating FLSA.

31.1.3 The Employer shall have no obligation to keep records of shift trades.

31.1.4 The employees, with the concurrence of the Battalion Chief, shall be responsible for arranging and carrying out a shift trade.

31.2 All shift trade documentation, with appropriate signatures, shall be completed before the trade using the agreed upon form or electronic process. The Battalion Chief shall approve such shift trades.

31.2.1 Once the shift trade documentation or electronic process is completed and approved by the Battalion Chief, the shift then becomes the responsibility of the employee accepting the trade.

31.2.2 An employee who agrees to a shift trade and subsequently fails to complete the trade shall be held responsible for the hours agreed to, as follows:

An employee who fails to report for an agreed upon shift trade shall be charged the equivalent incurred cost of the Department for replacement out of their vacation bank in hours (i.e. overtime replacement 24 hours equates to 36 hours vacation) at a rate of 1 1/2 hours for each hour not worked. If no overtime is incurred, then the employee will be charged vacation leave at the regular rate.

31.2.3 An employee who calls in sick prior to an agreed upon shift trade shall be charged the equivalent incurred cost of the department for replacement out of their sick leave bank of hours (i.e. overtime replacement of 24 hours equates to 36 hours sick leave) at the rate of 1-1/2 hours for each hour not worked. If no overtime is incurred, then the employee will be charged sick leave at the regular rate. An employee without sufficient sick leave to cover the equivalent cost shall have the commensurate hours taken from their vacation bank.

- 31.2.3 A trade shall be cancelled if the employee responsible to cover the trade has a disability or approved FMLA leave, is unable to cover the trade and the scheduled trade is greater than 30 days in the future. The employee responsible may find another employee to work the trade using the agreed upon process.
- 31.2.4 An employee responsible to cover a shift trade that is out on a disability or approved FMLA less than 30 days prior to the agreed upon trade and is unable to complete the trade, shall maintain the option to cover the agreed upon trade with another trade or be charged the equivalent cost out of vacation bank hours.
- 31.3 If an employee becomes sick or disabled while in the performance of a shift trade obligation and leaves work, sick leave will be charged to that individual as described in Article 18 – Sick Leave.
- 31.4 Shift trades during bereavement leave will be counted as shifts off as outlined in Article 19 of this Agreement.
- 31.5 Employees may be allowed to relieve another employee serving the previous shift trade prior to the actual scheduled starting time of the oncoming shift or may holdover for up to two (2) hours without notification of the Battalion Chief.

ARTICLE 32
PROMOTIONAL STANDARDS

- 32.1 All promotions to positions within the bargaining unit shall be made solely on merit, efficiency, educational requirements, and fitness by open competitive examination among bargaining unit personnel. Examinations shall be free from bias and proper under the rules. Examinations shall objectively and comprehensively test for qualifications for the position. A description of the topics to be covered by each examination shall be discussed with and provided to the Union and posted not less than 60 days prior to the examination.
- 32.2 Unless otherwise mutually agreed, examinations shall be conducted by the assessment center method which shall include, but not be limited to, a minimum of four (4) topics: Employee Challenge, Citizen Challenge, Tactical Challenge, and a Spot Topic presentation. The Union may designate an observer, at no cost to the district, to observe the promotional examination process. The observer shall be equal or greater rank than that of the position being tested. The administrator shall have the responsibility for assuring that the observer does not disrupt the examination process. For each examination, the administrator shall be obligated to ensure that the examination is impartially administered.
- 32.3 All promotions in the bargaining Unit will follow District Policy 2407. A promotional list shall be valid for eighteen (18) months and the process will be continuous unless the parties agree otherwise at the time of the examination.
- 32.4 In the event two or more candidates have identical scores, the candidate with the greatest seniority shall be deemed highest scoring. All promotional vacancies shall be filled within 30 days following the completion of the testing process. Employees promoted shall serve a probationary period of one (1) year.
- 32.5 Effective 1/1/09, all promotional candidates shall have completed the Department's JATC program as long as the JATC program is being utilized by the Department.
- 32.6 Only candidates who receive a combined final score of 70% or higher will be considered for promotion. Candidates are entitled to written and oral feedback upon request; such feedback shall identify deficiencies, scores, and areas for improvement. The Chief shall select from the top three (3) qualified candidates, utilizing the Rule of Three, for Captain candidates only. Promotion of Lieutenant position shall be in order of ranking on the promotional list.

ARTICLE 33
PERSONNEL ASSIGNMENT

- 33.1 The assignment of personnel shall be administered by the Battalion Chiefs based on seniority and a position bidding process.
- 33.2 Firefighters and Fire Officers will be eligible for one additional station selection process during the term of this contract. Firefighters and officers will select stations by December 31, 2010.
- 33.3 Thereinafter, personnel assignments shall be made by a bid process for interested and eligible firefighters and fire officers. Probationary positions will be assigned by the Battalion Chiefs (BC) and are not eligible for a station bid until the completion of the probationary period.
- 33.4 Bids or exchanges for a station will be posted by the individual requesting a station change in the Battalion Chief's office. As the bids or exchanges are received by the BC, the BC may make the change based on seniority (if there are more than two bidders) and by eligibility. Individuals posting requests for station change have the right of refusal.
- 33.5 Any open station assignment, due to retirement, promotion, demotion, dismissal, or other reasons creating a vacancy, will be filled by the BC on a seniority basis. All eligible personnel, except those on probation, will have the right to bid for this open position.

ARTICLE 34
MERGERS

- 34.1 It is understood that the Employer may enter into contractual merger and consolidation arrangements with other municipalities and fire protection agencies. It shall be agreed that the Union shall be contacted early in the planning process of any such arrangement in order to discuss potential bargaining issues, which may rise as a result.
- 34.2 In the event of any action as described above in Section 34.1, representation issues will be determined in accordance with Washington State Law administered by PERC

ARTICLE 35 MILITARY ACTIVATION

- 35.1 This article sets forth guidelines for employees called to active duty from military reserve status. It is the goal of the Union and Employer to maintain each employee's pay and benefits during such time the employee is in an active duty status. Employees shall notify the Employer, in writing, if such benefits are requested to be suspended or discontinued. Note: Employees activated may be excluded from certain plan coverages due to claims arising as a result of "Acts of War" or other plan exclusions.
- 35.2 Employees are responsible to contact Human Resources, Payroll, and their shift representative as soon as possible when notified of being activated to active duty. Employees shall provide a copy of their activation orders to HR as soon as possible after receipt.
- 35.3 Employees have the option(s) of utilizing military leave, utilizing union work replacement, utilizing earned vacation, and/or donated vacation hours from the Military Leave Pool. Union work replacement is defined as an agreement solely between employees whereby one employee agrees to work for another without expectation of repayment of time and where the employee agreeing to work is otherwise qualified for the position. Documentation of union work replacement will occur utilizing the same conditions and procedures as in place for shift trades.
- 35.4 The Employer has the option of allowing an activated employee to be deemed an acting officer for the purpose of allowing utilizing union work replacement between the activated employee and firefighters and officers covered by this agreement.
- 35.5 The Union will develop a Military Leave Pool (identical to Section 18.9 donation for sick leave purposes). At no time shall the Employer incur costs if the donation bank is exhausted. The Union will be charged with maintaining the donated vacation hour bank, completing paperwork on behalf of the activated employee, and submitting it to the proper supervisors for approval.
- 35.6 In the event the necessary union work replacement hours and donated vacation hours are insufficient to cover the required time, the Employee will be placed in a leave without pay/leave without benefits status and the provisions of R.C.W. 73.16, R.C.W., 38.40.060 and the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) will be applied. Employees and their dependents will be given as much advance notice as possible if this change of status is necessary.

- 35.7 There shall be no loss of seniority or service credit for the purpose of longevity or vacation accruals.
- 35.8 The Employer will allow the Employee to decline medical benefits and have the money go back to the employer to help augment any costs that may be incurred for benefit and shift coverage. This will not be deemed past practice in any way for future purposes. State Law (LEOFF) shall cover pension credit.
- 35.9 Any Employee who is activated also reserves the right to accept no help and be placed on leave in accordance with RCW 73.16 and the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

ARTICLE 36
SPECIAL STAFF ASSIGNMENTS

36.1 Selection Process for Special Staff Assignments.

36.1.1 The position shall receive pay based on Appendix A.

36.1.2 The position will be unrestricted from working shift overtime so long as it does not interfere with their normal scheduled work assignment.

36.1.3 When the Employer determines the need for Special Staff Assignments need to be filled, the following process shall be followed:

- a. The Human Resources Manager shall notify all potential candidates through the normal Notice procedure and by e-mail of the position opening.
- b. The notice shall be given at least 30 days before the position becoming available. In the notice, a cutoff date for submitting letters of interest shall be given as well as a date for when the position will be filled.
- c. All potential candidates shall submit a letter of interest in the position to the Human Resources Manager.
- d. Any letters received by the Human Resources Manager after the cutoff date will not be considered for the position.
- e. The Human Resources Manager will verify all letters for qualifications and submit a list of qualified candidates to the Selection Committee.

(1) Qualification Definition – not currently on a long term disability or on probation

36.2 Multiple Candidate Process

36.2.1 The Selection Committee shall consist of the Union President and his designee, a Deputy Chief and the Human Resources Manager.

- a. The Selection Committee shall schedule an interview with each qualified candidate.
- b. The Union and Employer shall mutually agree upon the questions asked during the interview.

36.2.2 When all candidates have been interviewed, the committee shall provide a list of ranked candidates to the Chief.

36.2.3 The Chief shall appoint the top candidate.

36.3 Alternative Process

36.3.1 If there is only one or no candidate who apply for the position(s) a pool of the three (3) least senior qualified bargaining unit members may be given to the Selection Committee for interview.

36.3.2 When all candidates have been interviewed, the committee shall provide a list of ranked candidates to the Chief.

36.3.3 The Chief shall appoint the top candidate.

36.4 Duration

36.4.1 Appointment to the Special Staff Assignment position shall be for two (2) years. If the employee wishes to continue in the position for another term, he/she shall submit a letter of interest and go through the selection process.

36.5 Response and Training

36.5.1 The employee shall be allowed to participate in any special team drills or training sessions that are required to maintain certification or active status while on duty. The employee shall be able to respond to special team(s) call-out.

36.5.2 The employee shall be allowed to attend required CBT and Fire Suppression drills while on duty.

36.5.3 The employee shall be allowed to respond on duty to major incidents when a resource emergency exists and the response will not significantly affect their ability to complete their assigned duties.

36.5.4 The employee shall be allowed to test for a higher rank and promote without restriction. If promoted, they shall be allowed to leave the assignment before fulfilling their time commitment.

36.6 Additional Training Required

36.6.1 Fire Prevention Firefighter, Lieutenant or Captain shall attain the following training:

1. Attain the IFC Inspector Certification within 12 months of appointment.

36.7 Individuals selected for the Special Assignment positions and have completed their assignments shall be afforded a five (5) point increase in their final assessment center score when they participate in a promotional process for Lieutenant, Captain or Battalion Chief.

ARTICLE 37
POST-RETIREMENT TRUST

- 37.1 The Employer agrees to pay 100% of the monthly premiums of a post-retirement medical trust for all LEOFF II bargaining unit members covered under this Agreement. The contribution rate to the Trust shall not exceed \$75 per month.
- 37.2 Any and all reporting requirements and responsibilities to the Trust shall be the sole responsibility of the Union and its members and not the Employer. The Union will defend against and hold the Employer harmless from any liability that may arise out of the Trust.

ARTICLE 38
WASHINGTON STATE MOBILIZATION

- 38.1 In the event that employees covered by this agreement are assigned by the District to work at an incident where at a later time a State Mobilization Plan activation occurs, those employees shall be compensated according to the terms of this agreement. Said employees will be compensated portal to portal for usual and customary travel time for the return trip. Employees who elect to remain shall be compensated as set forth in Section 38.2.
- 38.2 In the event the District has been asked to participate at an incident where an ongoing State Mobilization is already in effect, those employees covered by this agreement who voluntarily agree to participate will be compensated in accordance with the terms and conditions of the Washington State Mobilization Plan, rather than according to the terms of 38.1
- 38.3 Any specialized training or certificates required to participate in the mobilization are the responsibility of the employee and not of the District.
- 38.4 Employees who have leave scheduled during mobilization may have those hours re-credited to their bank of available hours.

ARTICLE 39 SUBSTANCE ABUSE POLICY

39.1 Policy

The District and the Union recognize that substance abuse by employees is a threat to the public welfare and the safety of department personnel. It is the goal of this policy to eliminate, prevent or correct substance abuse through education and rehabilitation of the affected personnel. The use of alcoholic beverages or unauthorized drugs shall not be permitted at the District's work sites and/or while an employee is on duty nor shall an employee report for duty or be allowed to remain on duty under the influence of alcohol or unauthorized drug.

While the District wishes to assist employees with alcohol or substance abuse problems, safety is the District's first priority. Therefore, employees must not report for work or continue working if they are under the influence of, or impaired by, the prohibited substances listed in Sections 39.5 and 39.6 of this article. Employees participating in treatment programs are expected to observe all job performance standards and work rules.

Nothing in this Substance Abuse Policy Agreement shall be intended to alter the District's right to discipline or discharge employees for violations of District policy, either related or unrelated to drug and/or alcohol use.

39.2 Informing Employees About Drug and Alcohol Testing

All employees shall be fully informed of this substance abuse testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the District shall inform the employees on how the tests are conducted, what the tests can determine and the consequence of testing positive for drug or alcohol use. No employee shall be tested before this information is provided to him/her. Employees who voluntarily come forward and ask for assistance to deal with a drug or alcohol problem prior to any incident involving serious injury or significant property damage shall not be disciplined by the District for substance abuse.

The District encourages employees to seek treatment for drug and alcohol abuse voluntarily. To encourage employees to do so, the District makes available the Employee Assistance Program (E.A.P.). Any employee who notifies the District of alcohol or substance abuse problems will be given the assistance offered to employees with any other illness. As with other illnesses, the District may grant sick leave, vacation leave or leaves of absence without pay for treatment and rehabilitation of drug and alcohol abuse.

Any decision to voluntarily seek help through the Employee Assistance Program, or privately, will not interfere with an employee's continued employment or eligibility for promotional opportunities. Information regarding an employee's

participation in the Employee Assistance Program will be maintained in confidence.

39.3 Employee Testing

Unless otherwise required by federal law, employees shall not be subject to random urine testing or blood testing or other similar or related tests for the purpose of discovering possible drug or alcohol abuse, except under the terms of a second chance agreement. If the District has reasonable suspicion to believe an employee's work performance is impaired due to drug or alcohol use, the District may require the employee to undergo a drug and/or alcohol test consistent with the conditions set forth in this article.

Reasonable cause for the purposes of this article is defined as follows: the District's determination that reasonable cause exists shall be based on specific, articulated observations concerning the appearance, behavior, speech or body odors of an employee and shall include, as a minimum, a written report documenting objective, measurable changes in an employee's work performance due to unauthorized drug or alcohol use by two (2) observers who have adequate opportunity to observe these changes.

39.4 Sample Collection

The collection and testing of samples shall be performed only by a laboratory and interpreted by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall be one that is certified by the National Institute of Drug Abuse (NIDA). The local laboratory chosen must be agreed to by the Union and the District. The results of employee tests shall be made available to the Medical Review Physician.

Collection of blood or urine samples shall be conducted in a manner which provides for the highest, reasonable degree of security for the sample and freedom from adulteration. Blood or urine samples will be submitted as per NIDA standards including the recognized chain of custody procedures. Employees have the right to request Union and/or legal representation to be present during the submission of the sample. However, unless the employee's Weingarten rights ([*NLRB vs. Weingarten, Inc.* 420 U.S. 251, 88 LRRM 2689](#)) should require otherwise, the submission of the sample may be required with or without a Union and/or legal representative being present. Employees shall not be witnessed while submitting a urine specimen. Prior to submitting to a urine or blood sample, the employee will be required to sign consent and release form as attached to this article.

A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. All samples must be stored in a scientifically acceptable preserved manner as established by NIDA approved facility. All positive confirmed samples and related paperwork must be retained by the laboratory for at least six (6) months or for the duration of any grievance,

disciplinary action, or legal proceedings, whichever is longer. At the conclusion of this period, the laboratory's paperwork and specimen shall be destroyed. Tests shall be conducted in a manner to ensure that an employee's legal drug use and diet does not affect the test result.

39.5 Drug Testing

The laboratory shall test for only the substances and within the limits as follows for the initial and confirmatory test as provided within NIDA standards. The initial test shall use an immunoassay test procedure, which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs:

INITIAL TESTING:

Marijuana metabolites	100 ng/ml
Cocaine metabolites	300 ng/ml
Opiate metabolites ¹	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1,000 ng/ml

(¹) *If immunoassay is specific for free morphine, the initial test level is 25 ng/ml.*

If initial test results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's files. Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the following listed cutoff values.

CONFIRMATORY TESTING:

Marijuana metabolites ¹	15 ng/ml
Cocaine metabolites ²	150 ng/ml
Opiate metabolites	
Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	
Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml

(¹) *Delta-9-tetrahydrocannabinol-9-carboxylic acid*

(²) *Benzoyllecgonine*

If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee's files.

Drug test results gathered under this article shall not be voluntarily turned over to any party in a criminal investigation or prosecution, except by subpoena.

39.6 Alcohol Testing

A breathalyzer or similar equipment shall be used to screen for alcohol use, and if positive, shall be confirmed by a blood alcohol test performed by a qualified laboratory. This screening test shall be performed by an individual properly qualified to perform the tests utilizing appropriate equipment. An initial positive alcohol level shall be 0.04 grams per 210 L. of breath. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's files. Only specimens identified as positive on the initial test shall be confirmed using a blood alcohol level. Sample handling procedures, as detailed in Section 39.4, shall apply. A positive blood alcohol level shall be 0.04 grams per 100 ml of blood. If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee's files.

39.7 Medical Review Physician

The Medical Review Physician shall be chosen and agreed upon between the Union and the District and must be a licensed physician with a knowledge of substance abuse disorders. The Medical Review Physician shall be familiar with the characteristics of tests (sensitivity, specificity and predictive value), the laboratories conducting the tests and the medical conditions and work exposures of the employees.

The role of the Medical Review Physician will be to review and interpret the positive test results. He/she must examine alternative medical explanations for any positive test results. This action shall include conducting a medical review with the affected employee, review of the employee's medical history and review of any other relevant biomedical factors. The Medical Review Physician must review all relevant medical records made available by the tested employee when a confirmed positive test result could have resulted from legally prescribed medication.

39.8 Laboratory Results

The laboratory will advise only the employee and the Medical Review Physician of any positive results. The results of any positive drug or alcohol test can only be released to the District by the Medical Review Physician once he/she has finished review and analysis of the laboratory's test. Unless otherwise required by law, the District will keep the results confidential and shall not release them to the general public.

39.9 Testing Program Costs

The District shall pay for all costs involving drug and alcohol testing as well as the expenses associated with the Medical Review Physician. The District shall also reimburse each employee for their time and expenses including travel incurred involving the testing procedure only.

39.10 Rehabilitation Program

Any employee who tests positive for a substance listed in Sections 39.5 and 39.6 of this article shall be medically evaluated, counseled and treated for rehabilitation as recommended by the E.A.P. counselor. In the event the employee disagrees with the treatment recommended by the E.A.P. counselor, the employee may choose to obtain a second opinion from a qualified physician of his/her choice. Employees who complete a rehabilitation program may be re-tested randomly for one (1) year following completion of a rehabilitation program.

An employee may voluntarily enter rehabilitation without a requirement or prior testing. Employees who enter the program on their own prior to any to any incident involving serious injury or significant property damage shall not be subject by the District to random re-testing. Employees will be allowed to use their accrued and earned leave for the necessary time off involved in the rehabilitation program.

If an employee tests positive during the one (1) year period following completion of rehabilitation, the employee will be re-evaluated by an E.A.P. counselor to determine if the employee requires additional counseling and/or treatment. The employee will be solely responsible for any costs, not covered by medical benefits/insurance, which arise from this additional counseling or treatment.

39.11 Duty Assignment After Treatment

If the duty assignment for an employee is modified or changed as a result of a rehabilitation program, then after an employee successfully completes his/her rehabilitation program, the employee shall be returned to the regular duty assignment held prior to the rehabilitation program. Once treatment (including any second-chance agreement) and follow-up care is completed, and one (1) year has passed with no further violations of this article, the employee's records related to drug and alcohol testing shall not be used to deny promotion opportunity or take disciplinary actions against such employee.

All records related to drug and alcohol testing (including rehabilitation) will be maintained in medical file in a secure location with controlled access. These records will be kept separate from records pertaining to Section 39.11 Duty Assignment after treatment for the protection of the individual employee and the District.

39.12 Right of Appeal

The employee has the right to challenge the result of the drug or alcohol test and any discipline imposed in the same manner that he/she may grieve any other District action.

39.13 Savings Clause

The District and Union have agreed upon this Article in good faith and with the understanding that its provisions are consistent with applicable law. In the event any of the provisions of this Article are determined to be illegal by a court of competent jurisdiction or inconsistent with applicable law, the remainder of this Article shall remain in effect and the parties shall meet to negotiate a

replacement provision. The Union shall be held harmless for the violation of any worker rights arising from the administration of the drug and alcohol testing program as set forth herein or the District's Substance Abuse Policy, which shall apply uniformly to bargaining unit members; provided, if there are any conflicts between the provisions of this Article and the District's Policy, this Article shall govern.

Consent for Sampling and Release of Information Form

CONSENT/RELEASE

Subject to my rights under Article 39 of the Collective Bargaining Agreement between Local 2878 of the IAFF and the King County Fire District 10, I consent to the collection of a urine/blood sample by _____ and its analysis by _____ for those drugs specified in the Collective Bargaining Agreement.

The laboratory administering the tests will be allowed to release the results to the King County Fire District 10 only after the laboratory's results have been reviewed and interpreted by the Medical Review Physician. The information provided to the employer shall be only whether the tests were confirmed positive or were negative and not any other results of the test without my written consent. The laboratory is not authorized to release the results of this test to any other person without my written consent.

I understand I have the right to my complete test results and that the laboratory will preserve the sample for at least six (6) months. I have the right to have this sample split and a portion tested at a second laboratory of my choice at my expense in the event the test results are confirmed positive.

I understand that the District is requiring me to submit to this test as a condition of my employment and that alteration of the sample or failure to reasonably cooperate with the collection of a urine/blood sample will result in disciplinary action by the District.

I understand that a confirmed positive test may result in a requirement that I enter into a second chance agreement that includes a requirement that I undergo rehabilitation.

By signing this consent form, I am not waiving any of my rights under any federal, state or local law, statute, constitution, ordinance, administrative rule or regulation or common law provision. I understand that I have the right to challenge any confirmed positive test result and any Employer action based thereon by filing a grievance under the Collective Bargaining Agreement.

Employee Name

Date

Employee Signature

Emp. # _____

Witness Name

Date

Witness Signature

Emp. # _____

I understand that I have the right to request Union representation and my choice is:

- 1. I choose to request Union representation Signature _____
- 2. I choose not to request Union representation Signature _____

**ARTICLE 40
DURATION AND COMPLETE AGREEMENT**

40.1 This Agreement and all of the terms and conditions herein, shall become effective January 1, 2008, and shall remain in full force and in effect through December 31, 2010. All rights and duties of both parties are specifically expressed in this Agreement and such expressions are all inclusive. This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its term, subject only to the desire by both parties to mutually agree to amend or supplement at any time, and except for negotiations over successor collective bargaining agreements.

Approved on this 19th day of December, 2007, by the King County Fire Protection District 10 Board of Commissioners and Fire Chief.

Richard Gaines, Chairman
Board of Commissioners

Michael Mitchell, Commissioner

John Magee, Commissioner

Wes Moorhead, Commissioner

Mitchell Young, Commissioner

Lee A. Soptich, Fire Chief

Approved on this 27th day of December, 2007, by the Representatives of International Association of Firefighters Local 2878.

Craig Hooper, President,
IAFF Local 2878

Brian McMahan, Lead Negotiator,
IAFF Local 2878

APPENDIX "A"

SALARIES AND WAGES LEOFF PERSONNEL

Effective January 1, 2008 through December 31, 2008 the basic wage rates in effect December 31, 2007 shall be modified by adjusting the First (1st) Class Firefighter wage rate by 3.6%, from \$6130 to \$6350.68

Effective January 1, 2009 through December 31, 2010, the basic wage rates shall be as follows (based on the first (1st) class firefighter and adjusted per Article 9):

9.2 Adjustments

By November 15th of each year, the employer will contact the listed agencies to determine the January 1 salary for a ten (10) year firefighter/driver. When all the data is collected, the average shall be figured. By January 31 of each year, the salaries will be verified and necessary adjustments will be made retroactive back to January 1 of that year.

SALARY SCHEDULE (Suppression Personnel)

Captain	(120%)
Lieutenant	(110%)
Firefighters:	
1st Class	(100%)
2nd Class	(90%)
3rd Class	(80%)
4th Class	(70%)

Day-Shift Differential: Line suppression personnel re-assigned to a day-shift position shall be paid 5% above their normal pay rate while assigned to day shift.

APPENDIX “B”

Bargaining Unit Roster Maintained by IAFF Local 2878 (For Purposes of Art. 11 - Longevity Pay)

Any additions, deletions, modifications of the Roster utilized for purposed of longevity pay shall not be in effect unless mutually agreed upon by the parties.