



Local 2878

LABOR AGREEMENT 2008 - 2010

Entered into between

KING COUNTY FIRE DISTRICT 10

And

Support Staff

**INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS
LOCAL 2878**

JANUARY 1, 2008 THROUGH DECEMBER 31, 2010

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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, both 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.

ARTICLE 1
RECOGNITION OF BARGAINING UNIT

- 1.1 The Employer recognizes the Union as the exclusive representative of the full-time positions of Executive Administrative Assistant, Accountant, Receptionist, Office Technician, Data Clerk, Office Assistant, Lead Mechanic, Mechanic I, Mechanic II, Support Services Technician, Assistant Fire Marshal, PIO/Public Educator, and EMS Coordinator 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 makes 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 services, including the increase or decrease, or change of operations, in whole or in part, the assignment of employees to specific jobs, the determination of job content and/or job duties and the combination or 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, handicap condition, or membership in the Union.

ARTICLE 5 HOURS OF WORK

5.1 Hours of Work

The normal working hours for personnel shall be from 0800 to 1700, Monday through Friday, not to exceed forty (40) hours per workweek.

- 5.1.1 Employees covered under this section of the Agreement may work a flexible work schedule, with mutual agreement of an employee and employer.

ARTICLE 6
OVERTIME, STANDBY, AND CALL BACK

- 6.1 Overtime and Comp time 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 ½) times the employee's hourly rate as defined in Article 9. Comp time shall be accrued at 1 ½ times the employee's hourly rate.
- 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 = ½ hour of overtime, 31-60 minutes = 1 hour of overtime).
- 6.4 In the event overtime is not an extension of an employee's regular work hours, a minimum of two (2) hours overtime shall be paid to the employee when the employee is requested to return to work or involved in activities as defined in section 6.5. An extension may occur on either end of the employee's regular hours of work. After the two (2) hours, overtime shall be paid in the 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.
- 6.6 An employee may request Comp time/Flex time with mutual agreement of the employer. All comp time/flex time shall be in accordance with Policy.
- 6.7 Extension of normal work hours shall require prior authorization from the employee's supervisor.

**ARTICLE 7
TOOL REIMBURSEMENT**

7.1 A tool allowance shall be provided for each mechanic and support services technician position per year for the purpose of tool procurement, replacement or upgrade.

2008 \$750
2009 \$800
2010 \$840

7.1.1 Reimbursement under this agreement must occur within the year the tool is purchased either monthly after each purchase or as a lump sum amount submitted and paid before November 30. The tool allowance shall reimburse actual expenditures verified by proof of purchase. Unexpended allowances shall not accrue to future years.

7.1.2 An employee leaving the employment of the District from any of the above positions shall reimburse to the District any tool allowance received in that calendar year on a pro-rated basis. Such reimbursement shall be pro-rated based upon the number of completed months of service in the calendar year and shall be deducted from the employee's final paycheck.

7.2 Tools purchased under this agreement shall be pre-approved by the Chief of Maintenance and used for work in the fire department. The minimum tool requirements for each maintenance position in the bargaining unit will be established by the Employer.

7.3 The Employer shall replace any tool provided by the employee which is broken on the job, lost due to fire or natural disaster, or on a fair wear and tear basis, unless covered by a warranty, according to the fiscal limitations imposed by this agreement. Replacement shall be with an equal quality replacement tool.

7.4 New maintenance employees shall provide an inventory of their personal tools at the time of hire. This inventory will be verified by the Chief of Maintenance at the time of hire and kept as noted in this Article.

7.5 Employees shall provide the Employer with a complete inventory of personal tools to include brand name and part number. The inventory shall be completed by the employee, verified by the Chief of Maintenance, and kept in the shop office. An annual inventory shall be completed before the employee's annual evaluation and submitted for verification to the Chief of Maintenance.

- 7.6 The Employer shall purchase any specialty tools deemed necessary by the Chief of Maintenance. Purchase and replacement of Department owned tools will not be subject to the tool reimbursement allowances.

**ARTICLE 8
EDUCATION INCENTIVE**

- 8.1 **Education Incentive** - The Employer shall pay a monthly premium equivalent to \$20 per month for each current Emergency Vehicle Technician (EVT) certification up to a maximum of five (5) certifications, OR
- 8.1.1 The Employer shall pay a monthly premium equivalent to \$100 per month for an AA degree or higher. The monthly premium shall begin the first month following completion of an accredited program awarding an Associate Degree or higher in a discipline related to the job description of the individual employee.
- 8.1.2 An “accredited” program awarding an A.A. Degree or higher shall be accredited by the Northwest Commission on Colleges and Universities (NWCCU) or equivalent.
- 8.2 **Tuition Assistance** - Tuition assistance for Employer approved college or university coursework shall be expended up to a maximum annual allowable reimbursement pool of \$8000. Such annual reimbursement funds shall be shared by members of the bargaining unit for coursework successfully completed pursuant to 8.1.2. Details of allocation and administration shall be pursuant to Employer’s continuing education policy as it currently exists or is hereafter amended.
- 8.2.1 Employees may submit the charges for their tuition on an annual rolling basis until all of the tuition incurred in the pursuit of the applicable degree has been reimbursed.
- 8.3 At the Employer’s discretion, employees may be allowed to attend approved educational classes, seminars, and/or schools that are job related or part of approved educational program, without being charged personal leave or vacation.

**ARTICLE 9
WAGES AND DEFERRED COMPENSATION**

9.1 Wages

The salary for the employee's classification shall be as stated in Appendix "A" of this Agreement. Step increases shall be made on an annual basis using the employee's anniversary date in their respective position.

9.1.1 Adjustments

Effective January 1, 2008, all salaries shall be as set forth in Appendix A. Thereafter, on January 1, 2009 and 2010, all Appendix A salaries shall reflect an increase based upon 100% Seattle-Tacoma-Bremerton Index, Urban Wage Earners, August of the previous year to August of the current year.

9.2 Deferred Compensation

Employer agrees to match the employee's contribution in an amount up to the amount listed below for the appropriate year per pay period per employee in the District's deferred compensation program.

2008	\$115.00
2009	\$117.50
2010	\$117.50

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.
- 10.2 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.

**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.

Completion of 10 Years of service \$ 85.00 per month
Completion of 15 Years of service \$110.00 per month
Completion of 20 Years of service \$150.00 per month

Effective January 1, 2010

Completion of 10 years of service \$ 95.00 per month
Completion of 15 years of service \$120.00 per month
Completion of 20 years of service \$160.00 per month

ARTICLE 12
MILEAGE ALLOWANCE

- 12.1 Employees, when required by the employer to use their private vehicles on District business, shall be compensated.
- 12.2 When an employee is required to use their private vehicle for job related training or work that occurs outside of the normal work area, mileage shall be computed from 175 Newport Way NW (Issaquah, WA) to the training or work site and back.
- 12.3 The Employer shall provide mileage reimbursement forms.

ARTICLE 13 TOBACCO USE

The provisions set forth below shall take effect by mutual agreement of the parties, but not later than January 1, 2010. At such time as the provisions set forth below take effect, sick leave accrued but not used in excess of 912 hours in the succeeding year shall be cashed out at the rate of 25%, not to exceed 96 hours x 25% as set forth in Article 18.7.1.

- 13.1 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.
- 13.2 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.
- 13.3 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 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:

Medical Insurance:

- 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.
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 year, such as excess 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.

14.7 Life Insurance Benefits

The Employer shall pay up to \$500 per calendar year per employee toward the purchase of life insurance. Each employee receiving such payment shall provide proof of life insurance with a face value of not less than \$50,000 life insurance coverage for all who qualify for such coverage.

ARTICLE 15
DISABILITY INSURANCE

- 15.1 The Employer shall pay for and obtain short-term disability insurance coverage for all employees who qualify for such coverage. The Employer shall offer long-term insurance coverage to employees who qualify for such coverage, which coverage shall be paid by the employee.

**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:

	<u>Hours Annual</u>	<u>Accrual Rate</u>	<u>Maximum Accrual</u>
0 - 1 year	40	1.6666	40
2 - 4 years	120	5.0000	180
5 - 9 years	168	7.0000	252
10+ years	216	9.0000	324

16.1.1 Employees shall accrue 1/24th of their authorized vacation leave credit each pay period, and the payroll process will debit for the vacation leave used during the pay period.

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 31 of each year. If employees are not authorized to take vacation leave due to circumstances beyond their control, the Chief or 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 Number of Employees on Vacation

There shall be no more than two represented maintenance employees on vacation at any one time without the permission of the Chief of Maintenance or designee.

ARTICLE 17 HOLIDAYS

17.1 Day Shift Employees

For those employees scheduled to work days, 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
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

17.1.2 Employees shall be granted three (3) floating holidays per year. Floating holidays not used in the calendar year will not carry over to the next calendar year.

17.1.3 All Holidays will be defined as eight (8) hours.

**ARTICLE 18
SICK LEAVE**

18.1 Non-duty Sick Leave

Full-time employees shall have a bank of 40 hours of sick leave immediately upon employment and accumulate sick leave at the rate listed below in Section 18.1.1.

18.1.1 Immediate Leave Hours	Accrual Rate	First Year Accrual	Maximum Accrual Hours
40 hours	4.000	96	912 hours

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) days a year may be taken for family illness, provided that the three (3) day 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, or as otherwise approved by the Chief or designee.

18.2.1 An employee who is entitled to vacation leave, sick leave, or other paid time off, may use any or all of the employee's choice of accrued but unused leave to care for a child (under the age of 18) of the employee with a health condition that requires treatment or supervision, or to care for a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition. The employee taking leave under the circumstances described in the Family Care Act must comply with the terms of the employer policy applicable to the leave being used, except for the terms relating to the choice of the leave.

18.3 Employer Agrees to Comply with Family Medical Leave Act (FMLA) and Washington Family Care Act (WFCA).

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

18.5 Notification When Unable to Report

An employee must notify their supervisor 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 Buy Back

In November of each year, for the period of December 1 through November 30 of each year, one quarter (1/4) of the year's earned and remaining sick leave (not to exceed 24 hours) may be reimbursed to the employee either through additional vacation leave, pay, or contribution into HRA. The sick leave balance will be reduced by the amount of leave transferred to vacation leave or bought back. Employees must have one full year (on December 1) of employment with the department to be eligible to receive this benefit.

18.7.1 At such time as the provisions set forth in Article 13 take effect, employees that have accumulated 912 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 twenty-five percent (25%) of the employee's current rate of pay in effect as of November 30 in the year paid. Such pay shall not exceed 96 hours x 25%. This pay or contribution to employee's HRA shall be paid no later than the employee's first January paycheck.

18.8 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.

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 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 Employees: one (1) to five (5) 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 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. In the event of a death outside the family, bereavement leave may be granted by the Chief.

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 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 two (2) hours of vacation leave for all employees.
- 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.
- 21.6 Members covered under this bargaining unit may request to be released from duty to attend the monthly union meeting while on duty. Such release shall be subject to approval of the employee's supervisor.

ARTICLE 22
SAFETY

22.1 The Employer and its employees shall comply with RCW 49.17 Washington Industrial Safety and Health Act and the provisions noted in WAC 296.800 Safety and Health Care Rules and other applicable state rules (e.g. WAC 296-305, 296.62) and federal laws that mandate safety requirements for the workplace. The Employer 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 to the supervisor in charge.

**ARTICLE 23
DEMOTION, DISCIPLINE, AND DISCHARGE**

23.1 Cause

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

23.2 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.

23.3 Representation

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

23.4 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 presently known to 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, an 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 or either party wishes to pursue judicial review under the normal standards for arbitral review.
- 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

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.

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

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 the Fire Chief 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 Supervisor, or in the extended absence, the Chief. 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.

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 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 and conduct an investigation. The Chief will notify the Union representative of the investigators findings and provide a written 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: Appeal to Fire Chief

The Union representative shall place in writing the grievance, remedy sought and investigation findings 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 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 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 The affected employee, the Union and all employees subject to possible layoff shall be notified no less than ninety (90) days in advance of any personnel reduction. A laid off employee may bump a less senior employee in a lower paid classification within the bargaining unit if qualified based on current job description.

26.3 Recall

26.3.1 An employee shall have recall rights to their same classification if available, or a lower classification that may be available and for which the employee is qualified to do the job, up to five (5) years of the date of layoff. Recall shall be in reverse order of layoff. All employees recalled after 180 days of original layoff date, may be required to meet the entry level testing standards for the available position.

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 employees the 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
TEMPORARY EMPLOYEES

- 31.1 The parties agree to the following working rules with regard to the utilization of temporary employees:
- 31.2 Temporary employees may be used by the District to perform work normally performed by bargaining unit members; provided that such assignment does not exceed a period of 60 calendar days, without mutual agreement of the Union and the District.
- 31.3 The District agrees to notify the Union prior to an offer being made to bargaining unit members to perform the foregoing work on an overtime basis (or to other qualified Union members who are already assigned to light duty). Such offer shall be made before assignment of such work is made to temporary employee(s), unless the parties agree the kind or volume of such work within such 60-day period is inconsistent with relying, in whole or in part, on voluntary overtime or light duty.
- 31.4 Temporary employees will be paid by the District an hourly rate at the entry step in the pay range for the applicable position.

ARTICLE 32
TESTING STANDARDS

- 32.1 The test for bargaining unit positions will be validated by third parties. The testing process includes the written exam or practical skills assessment, and may include oral interview, psychological exam, medical physical, and background checks. The Fire Chief, or designee, may select from the top two scoring candidates with the understanding that if the Chief, or designee, passes over the top scoring candidate, the Chief shall provide a letter stating reasons why passed over.
- 32.2 Employees given a job related exam for the skill set of the classification must achieve at least 70% score. If scores are tied, the senior employee will be given preference on the list.

ARTICLE 34 MERGERS

- 34.1 It is understood that the Employer may enter into contractual and merger 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 times 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 coverage's 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 cost 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 – Reserved for Future Use

Article 37 – Reserved for Future Use

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 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 16th day of January, 2008, by the King County Fire Protection District 10 Board of Commissioners and the 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 3rd day of January, 2008, by the Representatives of International Association of Firefighters Local 2878.

Craig Hooper, President, Local 2878

Brian S. McMahan, Local 2878,
Negotiator

Appendix A
2008 Wage Schedule: Effective January 1, 2008

Step Intervals	88%	91%	94%	97%	100%
<u>Position</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Shop Positions					
Mechanic II	4,112.92	4,253.13	4,393.34	4,533.56	4,673.77
Mechanic I (HD)	4,538.29	4,693.00	4,847.72	5,002.43	5,157.15
Support Services	4,538.29	4,693.00	4,847.72	5,002.43	5,157.15
Lead Mechanic	5,483.89	5,670.84	5,857.79	6,044.75	6,231.70
Office Positions					
Office Assistant	2,828.85	2,925.29	3,021.73	3,118.16	3,214.60
Data Clerk	3,080.73	3,185.76	3,290.78	3,395.81	3,500.83
Receptionist	3,080.73	3,185.76	3,290.78	3,395.81	3,500.83
Office Technician	3,302.99	3,415.59	3,528.19	3,640.80	3,753.40
Exec. Admin. Asst.	4,576.00	4,732.00	4,888.00	5,044.00	5,200.00
Accountant	4,958.02	5,127.04	5,296.06	5,465.09	5,634.11
Support Positions					
EMS Training	4,405.38	4,555.56	4,705.75	4,855.93	5,006.11
PIO/Public Educator	5,024.38	5,195.66	5,366.95	5,538.23	5,709.52
Asst. Fire Marshal	6,424.51	6,643.53	6,862.55	7,081.57	7,300.58

Range increases as a result of promotion or reclassification will be made to the first step producing a pay increase.