



LABOR AGREEMENT

BY AND BETWEEN

KING COUNTY FIRE PROTECTION DISTRICT No. 27

AND

FALL CITY PROFESSIONAL FIRE FIGHTERS

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

LOCAL 2878

January 1, 2010 – December 31, 2012

Preamble

This Agreement is entered into by and between King County Fire Protection District 27, hereinafter referred to as the “Employer”, and Fall City Professional Firefighters, International Association of Firefighters Local 2878, hereinafter referred to as the “Union”.

TABLE OF CONTENTS

Article 1	Recognition of Bargaining Unit	Page 3
Article 2	Union Membership and Dues	Page 3
Article 3	Union Business	Page 3
Article 4	Work Stoppage	Page 4
Article 5	Non Discrimination	Page 4
Article 6	Management Rights	Page 4
Article 7	Grievance Procedures	Page 6
Article 8	Disciplinary Procedures	Page 7
Article 9	Reduction in Force	Page 8
Article 10	Probationary Periods	Page 9
Article 11	Hours of Work	Page 9
Article 12	Overtime and Call Back	Page 11
Article 13	Shift Trades	Page 12
Article 14	Uniforms, Protective Clothing, and Equipment	Page 13
Article 15	Fitness Standards	Page 13
Article 16	Sick Leave	Page 14
Article 17	Bereavement Leave	Page 15
Article 18	Military Leave	Page 15
Article 19	Jury Duty	Page 15
Article 20	Mileage	Page 15
Article 21	Successors	Page 15
Article 22	Seniority	Page 16
Article 23	Insurance	Page 16
Article 24	Holidays	Page 16
Article 25	Vacation	Page 17
Article 26	Wages	Page 18
Article 27	Deferred Compensation	Page 19
Article 28	District Policies	Page 19
Article 29	Education and Training Incentive	Page 19
Article 30	Certifications / Requirements	Page 19
Article 31	Off Duty Employment	Page 20
Article 32	Job Descriptions / Employee Status Changes	Page 20
Article 33	Vacancies and Promotions	Page 20
Article 34	Light Duty	Page 21
Article 35	Leave of Absence	Page 21
Article 36	Transfer of Leave	Page 22
Article 37	Savings Clause	Page 22
Article 38	Labor Management Committee	Page 22
Article 39	Longevity	Page 23
Article 40	Duration of Agreement	Page 23
	ATTACHMENT 1	Page 24

Article 1: Recognition of Bargaining Unit

- 1.1 The Employer recognizes the Union as the sole and exclusive bargaining representative for all full time regular employees of King County Fire Protection District 27, for the classifications of Firefighter, Lieutenant and Captain. The Union recognizes the responsibility of representing the interest of all such employees.
- 1.2 Any newly created uniformed positions may be submitted to PERC as provided by RCW 41.56.060.
- 1.3 It is further agreed that supervisors, confidential, and all other employees are specifically excluded.
- 1.4 The Employer agrees that changes in policy and procedure may affect mandatory subjects of bargaining. Either party may request a Labor - Management Committee to address these issues.

Article 2: Union Membership and Dues

- 2.1 After the employee becomes a member of the Union, the employee shall pay initiation fees and each month regular union dues to the Union.
- 2.2 If the employee does not wish to become a Union member due to bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such employee shall comply with RCW 41.56.122.
- 2.3 The Union agrees that membership in the Union will not be denied or terminated for any reason other than the failure of the employee to pay the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.
- 2.4 Upon the written authorization of any public employee within the bargaining unit, the Employer shall deduct from the pay of such public employee the initiation fees and monthly amount of dues as certified by the Union and shall transmit the same to the Treasurer of the Union.
- 2.5 The Union shall indemnify and defend the District and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the District for the purposes of complying with the provisions of this Article.

Article 3: Union Business

- 3.1 One (1) Representative of the Union negotiation team will be allowed time off during scheduled duty hours to attend negotiation meetings with the Employer. The Employer and Union agree to modify the duty hours of the representative to avoid overtime costs.
- 3.2 The Employer will provide space for a Union bulletin board at each Fire Station in a convenient and accessible location for the employees. Only information associated with the Local's union business will be displayed.
- 3.3 The Employer will allow the use of a suitable meeting space for the Union to conduct Union meetings, on the first Tuesday of each month at 1900 hours. Any other Union related meetings or time changes will be subject to approval

by the Employer. On duty personnel may attend the meeting, provided that the meeting is held at the fire station and that the meeting does not interfere with fire department operations or employee duties.

- 3.4 The Employer will permit duly authorized representatives of the Union to have access to the employer's premises while on non-emergency duty for the purpose of consulting with management officials and/or adjusting grievances, provided that such representatives obtain advance permission, notify the Fire Chief, or the Chief's designee, and does not interfere with the normal operations of the Employer.
- 3.5 No Union member or officer shall conduct Union business on Employer time or Employer premises unless authorized by the Employer, except as expressly provided herein.
- 3.6 Incidental and infrequent visitation by Union representative(s) during non-emergency duty will not be considered a violation of 3.5 above.

Article 4: Work Stoppage

- 4.1 The Union and members of the bargaining unit shall not cause or condone any work stoppage, strike, slowdown or other interference with Employer functions. Employees who engage in any such actions shall be subject to disciplinary action up to and including discharge.
- 4.2 The term "strike" shall apply to the institution, promotion, sponsoring, engaging in, or condoning any strike, sympathy strike, secondary boycott, slowdown, speed-up, sit-down, concerted stoppage of work, concerted refusal to perform overtime, mass absenteeism, any other intentional interruption or disruption of the operations of the District, regardless of the reason for doing so.
- 4.3 In the event an employee is disciplined or discharged for violation of this article, the only issue that may be raised in any proceeding in which such discipline or discharge is challenged is whether or not the employee actually engaged in such prohibited conduct.
- 4.4 The Employer agrees there shall be no lockout of the employees

Article 5: Non Discrimination

- 5.1 Neither the District nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of age, race, religion, color, sex, national origin, marital status, bona fide disabilities, or as otherwise required by RCW 49.60.010. This provision of this Agreement shall not be subject beyond Step 3 of the grievance procedure contained in this Agreement.

Article 6: Management Rights

- 6.1 Except as otherwise expressly and specifically limited by the terms of this Agreement, the Employer retains all of its previously held, customary, usual and exclusive rights, decision making, prerogatives, functions and authority connected with or in any way incidental to its responsibility to manage the affairs of the Employer or any part of the Employer. The rights of employees

in the bargaining unit and the Union hereunder are limited to those specifically set forth in this Agreement.

- 6.2 Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the employer shall include the following:
- a. To direct and supervise all operations, functions and policies of the Employer in which the employees in the bargaining unit are employed;
 - b. To close or liquidate an office, branch, operation or facility, or combination of facilities, or to relocate, reorganize, or combine the work of divisions, offices, branches, operations or facilities for budgetary or other legitimate reasons;
 - c. To contract, subcontract work or to assign work to other personnel to supplement bargaining unit work, as long as the intent of the Employer is not to exercise this right to reduce the number of bargaining unit personnel without negotiating with the Union pursuant to RCW 41.56;
 - d. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regards thereto, consistent with "Article 9 – Reduction in Force";
 - e. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety materials, uniforms, appearance, equipment, methods, and procedures. It is jointly recognized that the Employer must retain broad authority to fulfill and implement its responsibilities and may do so by oral and written work rule, existing and future;
 - f. To implement new and to revise or discharge, wholly or in part, old methods, District policies and procedures, materials, equipment, facilities, physical and mental standards, consistent with Article 15 Fitness Standards;
 - g. To assign and distribute work;
 - h. To assign shifts, workdays, hours of work, and work locations;
 - i. To determine the need for and the qualifications of new employees, transfers, and promotions, consistent with Article 33 Vacancies and Promotions;
 - j. To discipline, suspend, demote or discharge employees, consistent with Article 8 – Disciplinary Procedure;
 - k. To determine the need for additional educational courses, training, programs, on the job training, and cross training, and to assign employees to such duties for periods to be determined by the Employer.
- 6.3 Except as bargaining is otherwise waived in section 6.1 & 6.2 above, any changes in such policies and procedure in subject areas not covered by this Agreement and which materially affect mandatory subjects of bargaining are subject to bargaining as required by RCW 41.56. With respect to such changes, the Union will be given thirty days advance notice and opportunity to request bargaining prior to adoption by the District. In the event the Union elects not to request to bargain, the District may implement the change.

Article 7: Grievance Procedures

7.1 Employees shall be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievances.

7.2 Definitions:

Chief – The Chief of the District, or the Chief’s designee.

Grievance – A grievance shall be defined as a complaint arising under and during the term of this Agreement raised by an Employee or the Union involving an alleged violation, misinterpretation or misapplication of an express provision of this Agreement.

Working Days – For the purpose of this article shall mean Monday through Friday. Recognized holidays observed by administrative personnel shall not be counted as working days.

7.3 **Step 1:** A grievance shall first be presented verbally to the Chief by the aggrieved employee or a Union Representative within ten (10) working days of the date the employee or the Union became aware of the occurrence causing such grievance, and in any event not later than thirty (30) working days after the occurrence of such grievance.

The employee shall have the right to be accompanied by and represented by a Union representative at this step, and at all other steps of the grievance procedure. Although this step is informal in nature a brief written statement outlining the nature of the grievance will be prepared and shall be signed by both parties, unless the grievance is resolved at this point.

The parties will have ten (10) working days to attempt to resolve the matter. If the matter is not resolved within ten (10) working days of the date the grievance was presented to the Chief, and the employee believes the grievance to be valid, the employee will have ten (10) additional working days to initiate Step 2. In no event shall the initiation of Step 2 be later than twenty (20) working days after the grievance was presented to the Chief.

7.4 **Step 2:** The Employee shall reduce to writing a statement of the grievance containing the following: (a) the facts on which the grievance is based; (b) a reference to the provision in this Agreement which has been allegedly violated; (c) the remedy sought.

The Employee shall submit the written statement of grievance to the Chief and a carbon copy will be sent to the Board of Commissioners.

The parties will have twenty (20) working days from submission of the written statement of the grievance to resolve it by indicating on the statement of grievance, the disposition. If any agreeable disposition is made, all parties to the grievance shall sign it.

7.5 **Step 3:** If no settlement is reached in Step 2, the parties may mutually request grievance mediation from the Public Employment Relations Commission (PERC) within ten (10) days after the completion of Step 2.

7.6 **Step 4:** If no settlement has been reached in Step 3, and the Union believes the grievance to be valid, within twenty (20) working days after conclusion of

Step 3, the Union may request arbitration on behalf of the employee, which request shall be in writing and signed by the Union and Employee.

A representative of the Employer and the Union representative shall meet within seven (7) working days of the date of written request for arbitration and shall attempt to agree upon an Arbitrator.

In the event the two parties cannot agree within five (5) working days after such a meeting upon an arbitrator, the parties shall jointly request that the Public Employment Relations Commission forward a list of nine (9) impartial arbitrators from which the parties shall alternately strike names in turn until only one name remains, the one name remaining shall be the Arbitrator. The order of striking shall be determined by the toss of a coin, the loser striking the first name.

- 7.7 The Arbitrator shall hold a hearing at which the parties may submit their cases concerning the grievance. The Arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) calendar days after the arbitration hearing.
- 7.8 The findings of the Arbitrator shall be final and binding upon the parties. The Arbitrator shall have no power to alter, amend or change the terms and provisions of this Agreement.
- 7.9 The impartial Arbitrator's fees and expenses shall be borne equally by the parties. Each party shall bear the cost of any witness appearing on that party's behalf and in presenting its case, including the cost of legal representation.
- 7.10 **Time Limits:** Any and all time limits specified in the grievance procedure may be waived by written consent of both parties. Failure by the Employer to adhere to the time limits may result in movement of the grievance to the next step of the grievance procedure. Failure by the Employee or the Union to submit the grievance in accordance with these time limits without written waiver shall constitute an abandonment of the grievance.

Article 8: Disciplinary Procedures

- 8.1 An Employee may be disciplined, suspended or discharged with due process for just cause as denominated by Section 8.1.1 below.
 - 8.1.1 In the event the Employee believes they may be subject to discipline greater than a verbal reprimand, the following due process procedure applies:
 - a. Work rules and policies shall be routinely reviewed or made available to employees for review to ensure employee awareness of offenses that may subject the employee to discipline up to and including discharge.
 - b. Right to have Union representative present at any meeting requested by the Employer to discuss potential disciplinary action against the employee.
 - c. The Employer shall conduct a necessary investigation to ensure the establishment of facts.

- d. The employee will be given a written notice of the reason for discipline and a summary of the facts including a corrective action plan. Employees will have an opportunity to respond to the notice, either orally or in writing, and explain why the disciplinary action is not warranted or is more severe than warranted.
 - e. No written reprimand or greater disciplinary document may be placed in an employee's personnel file without the employee having been first notified of the written reprimand or other greater disciplinary document.
 - f. Disciplinary actions shall be progressive and corrective, where appropriate, taking into consideration the seriousness of the offense and whether this is a first offense based on the employee's past record.
 - g. Employees shall have the right to review their personnel file within a reasonable period of time after the request is made.
- 8.2 An employee who believes they have been disciplined without due process for just cause as denominated in Section 8.1.1 above shall be entitled to the grievance process, provided however, disciplinary action that does not result in the loss of wages shall not be pursued beyond Step 3 of the grievance procedure.
- 8.3 Oral reprimands may be written for documentation only and will be pulled from the employee's file after 1 year. All other disciplinary documents will be pulled after 2 years as long as there are no additional, similar, or related offenses.

Article 9: Reduction in Force

- 9.1 If upon a decision of the Board of Commissioners it is determined that a reduction in force is necessary due to financial concerns of the District, the following shall apply:
- a. When positions are eliminated, layoffs shall be in reverse order of seniority (least senior first).
 - b. Laid off employees will be given a minimum of 30-days notice.
 - c. An Employee who is laid off shall be offered re-employment prior to any new hiring. Actions to restore employees shall be in reverse order of layoff, so that the last one laid off shall be the first one re-hired. A recall list of laid off employees shall be kept for a minimum of 2 years from the effective date of the employee's layoff.
 - d. Employees shall be paid severance pay of one (1) week of pay for each full year of paid service through 16 years of service.
 - e. It shall be the employee's responsibility to keep the employer apprised of the employee's telephone number and mailing address. Notice of recall shall be sent by the employer to the employee at their last known address by certified mail with return receipt requested. If the employee fails to report to work within fourteen (14) calendar days from the date of receipt

of the notice of recall, the employee shall be removed thereafter from the recall list.

Article 10: Probationary Periods

- 10.1 For a period of one calendar year after hire, the employee will serve a probationary period and will be considered an “at will” employee. The employee can be terminated at any time during this period if it is felt the employee is unsuitable for this employment. The Employer will provide each probationary employee with an objective written evaluation of the employee’s job performance and progress every 90 days.
- 10.2 Employees who are promoted will serve a one year probationary period. The promoted employee can be reduced to their rank prior to promotion, at any time during this period if it is felt the employee is unsuitable for this employment. The Employer will provide each promoted employee with an objective written evaluation of the employee’s job performance and progress every 90 days.

Article 11: Hours of Work

- 11.1 The District will maintain staffing with a minimum of two career employees on duty at all times. A minimum of nine employees shall be assigned to the 24 hour shift schedule.
- 11.2 For those employees assigned to work 24-hour shifts, the basic work week shall consist of an average of fifty-six (56) hours per week, comprising 48 hours on duty and 96 hours off duty, otherwise known as the 48-96 schedule. If the Fire District or the Union believes the 48-96 schedule is having a negative impact the schedule may revert back to the Modified Detroit schedule consisting of 24 hours on-duty, 24 hours off-duty, 24 hours on-duty, 24 hours off-duty, 24 hours on-duty, 96 hours off-duty. Local 2878 will assist in mitigating the impacts and any associated costs, including overtime, if the department goes back to the previous schedule.
- 11.3 For FLSA purposes, a 27 day cycle shall be used for employees assigned by the Fire Chief to a 24-hour work shift schedule.
- 11.4 Hours worked for purposes of this Agreement shall not include time compensated but not worked, e.g. paid holidays, vacation, sick leave.
- 11.5 Any permanent transition from twelve (12) hour, or twelve (12) hour and twenty four (24) hour, to twenty four (24) hour shifts and how it affects the employee’s selection of vacation and holidays shall be determined by the Fire Chief. The Fire Chief will allow input at the Labor Management Committee meetings.
- 11.6 Employees working twenty four (24) hour shifts shall not normally be scheduled to work more than sixty (60) consecutive hours with out a twelve (12) hour break.
- 11.7 Employees assigned by the Fire Chief to twenty four (24) hour shifts shall be granted Kelly Days to reduce the annual and weekly hours. Kelly Days shall be granted as follows: 2010 – 12 Kelly Days, 2011 – 12 Kelly Days, and 2012

- 13 Kelly Days. Kelly days will be selected by the Employee, one in an available 27 day FLSA work period.
- 11.8 Only one Employee shall be allowed off on any given day (Kelly Day, vacation, holiday, etc).
- 11.9 Twelve (12) Hour / 8 Day Shift schedule. Employees assigned by the Fire Chief to this shift shall work 12-hour shifts, four (4) consecutive days on-duty, followed by four (4) consecutive days off. This shift can be modified to cover 24 hour shifts provided that the substituted schedule does not exceed forty-eight (48) hours in an eight (8) day period beginning with the first day of a four-shift rotation. Hours worked in excess of 48 hours will be compensated at time and one half. Substitutions of shifts must be done on a regularly assigned duty day unless mutually agreed upon by both parties.
- 11.10 12 and 24-Hour Floating Schedule. Employees may be assigned by the Fire Chief to a 12 or 24-hour floating schedule where they will work up to 48 hours in an eight day period, in 12 or 24 hour increments. Hours worked in excess of 48 hours while on a Floating Schedule will be compensated at time and one half. Employees assigned to this shift shall not receive Kelly Days.
- 11.11 Day Shift Schedule. Employees assigned by the Fire Chief to this shift shall work one of the following:
- 5 – 8.5 hour shifts, Monday through Friday. This schedule may include attendance at the Wednesday evening drill. This schedule can be used for new employees and if any other identified schedule does not give adequate coverage for the District.
- 4-10 hour shifts, Monday through Thursday or Tuesday through Friday. This schedule may include attendance at the Wednesday evening drill. This schedule can be used for new employees and if any other identified schedule does not give adequate coverage for the District.
- 9-80 Schedule, Monday through Friday. This schedule may include attendance at the Wednesday evening drill. This schedule can be used for new employees and if any other identified schedule does not give adequate coverage for the District.
- 11.12 Twenty-four Hour shifts shall be scheduled to start at 08:00. Twelve -Hour shifts shall be schedule to start at 06:00, provided that twelve-hour shifts may start at 18:00 no more than once in an eight day period unless an alternate start time is mutually agreed upon with the Employer and affected Employee. For other day shift Employees, shifts shall be scheduled to start no earlier than 06:00 and no later than 09:00.
- 11.13 Additional shift configurations may be adopted if mutually agreed upon by the Union and the Employer.
- 11.14 Twelve and 24-Hour personnel shall be allowed a paid one (1) hour lunch break and Day shift personnel shall be allowed a paid 30 minute lunch break. These periods may be changed due to the demands of emergency service.

- 11.15 At least a fourteen (14) day notice shall be given for long-term changes in the employee's work schedule.
- 11.16 Employees shall be responsible to maintain an accurate record of all hours worked.

Article 12: Overtime and Call Back

- 12.1 Except as otherwise provided in this Agreement, overtime pay shall be made when required in accordance with the Fair Labor Standards Act.

In addition to the base wage, employees working a twenty four (24) hour schedule will be paid at the overtime rate of time and one half for any hours worked in excess of a 198 hour threshold within any 27 day work period.

- 12.2 Day shift employees will be paid overtime for any hours outside of their normally scheduled shift at time and one half.

- 12.3 When a shift needs to be filled due to an absence, the following shall apply:

To fill an Officer's absence, Officers will be contacted before any eligible Acting Officer is contacted, and Firefighter's will be contacted to fill a Firefighter absence before any other employee is offered the shift or portion of the shift.

Absences will be filled by offering the extra hours to the most senior person first, and continuing in seniority order until the vacancy is filled.

A call will be made to the number or numbers (up to two), which are provided by the employee and the extra hours will be offered, unless the employee is, or will be, on duty, or is on disability or sick leave, regardless of whether the employee is on Vacation, Paid Leave, or Kelly Day.

If the vacancy does not need to be filled immediately, or within the next twelve hours; a message will be left that an opportunity exists and requesting a call back within thirty minutes. At the end of the thirty minute period, the opportunity will be given to the most senior eligible person with whom contact has been made.

If the vacancy needs to be filled immediately, or within the next twelve hours from the time the call is being made; the vacancy will be filled with the first person with whom contact can be made who is willing to accept the extra hours opportunity.

A 24 hour shift will be offered in its entirety to all employees before an employee will be allowed to fill a portion of such shift.

If no eligible employee elects to fill an absence, mandatory overtime may be assigned by the Chief or the Chief's designee. The mandatory overtime assignment will be made from the mandatory overtime list as defined herein.

If an employee elects, or is required to fill an absence which would result in continuous duty exceeding sixty 60 hours, the employee may elect to, or be required to work either the first 12 hours or the second 12 hours of a 24 hour shift at the option of the employee. To fill the remaining portion of the shift, the above rules shall apply.

Definitions:

Absence – A vacancy in the career schedule that reduces the number of on duty career personnel to less than two, due to either; a Planned Absence (request for Vacation, Paid Leave, Kelly Day, Training, etc., which is made in advance, normally two weeks); or an Unplanned Absence (occurs without advance notice due to an Employee calling in Sick, or Bereavement); or a vacancy in the E shift schedule, either planned or unplanned which can not be filled utilizing Volunteer personnel.

Other Extra Hours Opportunities – Any other extra hours opportunity other than an absence as defined above, will be filled at the discretion of the Fire Chief. When possible, the opportunity will be filled by offering the extra hours to the most senior person first and continuing in seniority order until filled. In some cases, it is necessary to offer the extra hours opportunity to an individual or group of individuals who possess a rank, skill, knowledge, ability, or who have been assigned a specific task or project.

Mandatory Overtime List – A list of Employees will be created by placing the names of all career employees in reverse seniority order (least senior first). The person whose name appears at the top of the list will be assigned any mandatory overtime that is necessary to maintain staffing at the level determined by the District (currently two career personnel on duty at all times). When an employee is assigned mandatory overtime, their name shall be moved to the bottom of the list. New employees will be added at the top of the list at the discretion of the Fire Chief, after completing orientation and any necessary new employee training or qualification.

- 12.4 The employee shall be paid at the overtime rate of time and one half for a minimum of two hours for call back. Call back is defined as an event or occurrence when the employee reports to work as a result of Employer contact with an employee and requests that the employee report to work immediately, either directly or indirectly through electronic means. The aforementioned two hours minimum shall not apply to employees held over past termination of their scheduled shift or answering an alarm within two hours prior to the start of their scheduled shift.
- 12.5 Employees shall receive a minimum of 15 minutes of overtime when voluntarily reporting to work for an alarm, which occurs outside of their scheduled shift. Overtime rates shall not apply during the hours when the employee is normally scheduled to work.
- 12.6 Whenever two or more overtime or premium rates of pay appear applicable to the same hour or hours worked by an employee, there shall be no pyramiding or adding together of such overtime or premium rates and only the higher of the applicable rates shall apply.

Article 13: Shift Trades

- 13.1 Employees may be permitted to trade shifts, normally with other employees in like job classifications, with prior approval of the Fire Chief or the Chief's designee in response to employee requests. Requests to trade shifts should be submitted in writing with adequate notice.
- 13.2 Once shift trades are approved, the employee and the Employer acknowledge that the traded shift(s) are accepted as regular shifts.

- 13.3 Officers may trade shifts with qualified Acting Officers if approved in advance by the Fire Chief or the Chief's designee. The accepted trade shall not cost the District any additional pay for the trade. To qualify as an Acting Officer for the shift trade, the employee shall meet the Fire Districts minimum requirements for Acting Officers, as defined in District Policy.
- 13.4 In the event that an employee is unable to work an approved shift trade due to disability, it is the responsibility of the employee to fill the shift. If the shift is not filled by the employee, the hours shall be deducted from the employee's sick leave account, at either a straight time or overtime rate, dependent on the actual expense to the Employer. If the Employee does not have any sick leave, the hours shall be deducted from other accrued leave balances. If no accrued leave is available, the actual expense shall be deducted from the employees pay.
- 13.5 Shift Trades shall be completed within one hundred eighty (180) calendar days. An employee may have no more than six (6) uncompleted trades pending at any given time.

Article 14: Uniforms, Protective Clothing, and Equipment

- 14.1 All protective clothing and equipment as required by the Washington Vertical Safety Standards for Firefighters and other applicable statutes shall be supplied, altered, and cleaned at no cost to employees covered under this Agreement.
- 14.2 All employees shall be provided with the following uniform items which shall be replaced on a "fair wear and tear" basis:

4 Uniform shirts	Nomex or equal
4 Trousers	Nomex or equal
1 Belt	Black basket weave
1 Pair duty boots	Black polishable leather
1 Cap	Baseball Style
1 Response Jacket	Uniform navy blue
1 pair of coveralls	Navy blue, cotton
- 14.3 5 T shirts and 2 Sweat shirts will be supplied annually to each employee.
- 14.4 A class A uniform may be provided at 50% of the cost to the employee and 50% of the cost to the employer after 1 year of service. If the Employer incurs the expense, the employee shall reimburse the Fire District if the employee separates from the District within 3 years. The Class A shall include pants, shirt, coat, tie, hat, shoes, and all necessary insignia. Employees may use payroll deduction to pay their share in the expense.

Article 15: Fitness Standards

- 15.1 Day shift employees will be given 30 minutes and 24 hour employees will be given 60 minutes during each shift to work on standardized exercises as part of the District's fitness for duties plan. Entry employees, and current employees, in King 27 must satisfactorily and annually pass the District's fitness for duties test, designed to simulate the kinds of challenges an employee would have during a fire or emergency medical response.

- 15.2 If an employee fails the fitness for duties test, said employee will be placed on administrative leave without pay or may use accrued vacation. The employee shall re-take the test no sooner than seven calendar days nor longer than 14 calendar days after the initial test date. This period may be extended in 14 calendar day increments at the discretion of the Fire Chief, under extenuating circumstances.
- 15.3 The objective of this article, including the fitness for duties plan and periodic testing, shall be to ensure that every employee who is hired or who has been hired continues to be able to perform the requirements of the job.
- 15.4 During the term of this agreement, the District will provide back-fill to allow up to three (3) employees to attend a peer fitness training class of which the cost for tuition, travel, and other expenses will be paid by the Union.

Article 16: Sick Leave

- 16.1 Each employee covered by this Agreement shall accrue sick leave at the following rate: 24 Hour Shift employees: 12 hours per month, 144 hours annually. 12 Hour Shift and Day shift employees: 10 hours per month, 120 hours annually. The employee's sick leave account balance shall not exceed 720 hours. Sick leave in excess of the maximum will be paid to the employee at 25% multiplied by the employee's straight time hourly rate at year end.
- 16.2 Sick leave may be used for the following purposes: Bona fide personal injury or illness, forced quarantine of an employee, treatment and supervision of a dependent child under the age of 18, and employee medical, dental, and optical appointments. Employees shall notify the Employer of their inability to report for scheduled duty at least 1 hour prior to the beginning of their scheduled shift. Medical, dental and optical appointments will be scheduled at least two weeks in advance, if possible.
- 16.3 Sick leave may also be used, if approved in advance by the Fire Chief, for care of an ill or injured immediate family member pursuant to WAC 296-103.
- 16.4 An employee may be required to provide the employer with satisfactory proof of illness or injury from a licensed medical doctor, if the employee is off more than three consecutive shifts, or if use of sick leave exhibits chronic illness, or if use of sick leave exhibits a pattern of abuse.
- 16.5 For new employees a sick leave loan bank of 40 hours will be established at time of hire. Any hours used from the loan bank, will be paid back from the employees earned sick leave accrual.
- 16.6 An Employee who experiences time loss due to an on the job injury may buy back any sick leave used on the date of injury and / or in the subsequent three days following the date of injury. An employee may buy back any sick or accrued paid leave that has been charged against the employees accrued leave balances due to payment of a disability leave supplement pursuant to RCW 41.04.510. The amount required to buy back each hour of leave, shall be the employees hourly rate of pay, which is in effect on the date of injury.

Article 17: Bereavement Leave

- 17.1 In the event of death in the employee's immediate family, Dayshift employees shall be granted up to 3 paid days and 24 hour employees shall be granted up to 2 paid days of bereavement leave. Bereavement leave must be used at or about the time of death and or services, and will be forfeited if unused.
- 17.2 The Fire Chief may grant additional time for bereavement, if needed. The amount of 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. The additional time will be charged against either the employee's sick leave or accrued leave.
- 17.3 The immediate family shall be defined as spouse, children, (including children of the spouse), mother, father, (including stepparents), brother, sister, grandparents and lawful in-laws of this same group.

Article 18: Military Leave

- 18.1 Military leave shall be granted pursuant RCW 38.40.060 and RCW 73.16.031, as military leave laws currently exist, or as amended during the term of the Agreement.

Article 19: Jury Duty

- 19.1 When an Employee is called for jury service in a municipal, county, state, or federal court, the Employee shall advise and provide the Chief with a copy of the summons as soon as possible upon receipt of such call. The Employee shall be allowed necessary leave to serve as a member of a jury for duration of up to ten working days, as long as the employee's absence does not create an adverse affect on the District's operations, as determined by the Fire Chief.
- 19.2 If taken from work for such service the Employee will be paid at their regular rate of pay, for up to ten days while actually performing such service.
- 19.3 Employees who are excused from court or jury duty during the hours that they are regularly scheduled to work must report back to work if, there are three hours or more left in the working day. 24 hour shift employees may be put on dayshifts by mutual agreement for jury duty.

Article 20: Mileage

- 20.1 Employees required to use their private automobiles while on duty, or for approved Fire District business shall be reimbursed in accordance with District policy, at the applicable IRS mileage rate.

Article 21: Successors

- 21.1 Prior to any consolidation, merger, or annexation the Employer agrees to give reasonable notice to the Union and to bargain in good faith those issues which affect the wages, hours, and working conditions contained in this Agreement.

Article 22: Seniority

- 22.1 Seniority shall be based on an employee's continuous length of service from the most recent date of hire. Resignation, termination, or retirement shall break continuous service.
- 22.2 During the period that an employee is on leave without pay, or on layoff status, seniority shall not accrue. Upon returning to work after such leave or layoff, the employee shall be granted the level of seniority previously accrued.

Article 23: Insurance

- 23.1 Medical and Dental Insurance.

In 2010 an employee without a spouse or eligible dependents will contribute \$25 per month for the premium cost of medical / dental insurance. In 2011, the employee's contribution will increase to \$50 per month, and in 2012 the employee's contribution will increase to \$75 per month.

An Employee with a spouse or eligible dependents will contribute \$75 per month for the premium cost of medical / dental insurance, during the life of this agreement.

- 23.2 Disability Insurance and Post Retirement Medical Plan.

Upon the written authorization of any public Employee within the bargaining unit, the Employer shall deduct from the pay of such Employee the applicable uniform contribution and shall transmit the same to the Plan Administrator. The Union shall be otherwise responsible for the administration of these plans.

- 23.3 Life Insurance.

The Employer will provide a \$25,000 Life Insurance Policy in the employee's name.

The policy will be double indemnity for accidental death.

Article 24: Holidays

- 24.1 Day shift Employees shall recognize and observe the following Holidays:

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

- 24.2 If a Day Shift Holiday lands on the employee's day off, the employee will take the work day before the holiday off, if the holiday occurs on a Friday or

Saturday, or take the work day after the holiday off, if the holiday occurs on a Sunday or Monday.

- 24.3 24 Hour Shift employees shall accrue 10 hours of paid leave per month, 120 hours annually. 12 Hour Shift employees shall accrue 8 hours of paid leave per month, 96 hours annually. Accrued paid leave will be prorated to reflect the portion of the month completed.
- 24.4 24 Hour and 12 Hour Shift employees shall have a paid leave bank established on January 1st and July 1st of each year. One half of the annual paid leave accrual amount shall be made available for the employee to use in each six month period. The entire annual leave accrual must be used in the calendar year it is earned, and any unused leave will be forfeited. Any leave used from the leave bank to which the employee is not entitled to receive, shall be deducted from the employees pay upon separation.
- 24.5 Scheduling of paid leave will occur in accordance with recognized District procedure. Any changes to the procedure shall be mutually agreeable, and facilitated through the Labor / Management Committee.

Article 25: Vacation

- 25.1 Vacation time will accrue monthly, prorated to reflect the portion of the month completed. Probationary employees shall accrue vacation, but not be allowed to take vacation until their six (6) month anniversary date. Employees shall accrue paid vacation according to the following schedule:

24 Hour Shift Employees:

0 – 2 Years	8 hours per month	96 hours annually
3 – 5 Years	12 hours per month	144 hours annually
6 – 9 Years	14 hours per month	168 hours annually
10 – 14 Years	16 hours per month	192 hours annually
15 – 19 Years	18 hours per month	216 hours annually
20 + Years	20 hours per month	240 hours annually

12 Hour Shift and Day Shift Employees:

0 – 2 Years	8 hours per month	96 hours annually
3 – 5 Years	10 hours per month	120 hours annually
6 – 9 Years	12 hours per month	144 hours annually
10 – 14 Years	14 hours per month	168 hours annually
15 + Years	16 hours per month	192 hours annually

- 25.2 An employee’s vacation account shall not exceed 240 hours. Vacation accrual in excess of 240 hours will be paid back to the employee at a straight time rate of pay.
- 25.3 Vacation requests will be made and granted in either 12 Hour or 24 Hour increments, unless holiday or vacation leave is granted for a shorter period of time for the employee to attend to an emergency at the employee’s home that needs the employee’s immediate attention.
- 25.4 Only one Employee shall be allowed off on any given day (Kelly Day, vacation, paid leave).

- 25.5 Scheduling of vacation time will occur in accordance with recognized District procedure. Any changes to the procedure shall be mutually agreeable, and facilitated through the Labor / Management Committee.
- 25.6 Vacation time which is not scheduled in accordance with Article 25.5, must be requested in advance. All such requests shall be subject to the approval of the Chief.

Article 26: Wages

- 26.1 See Attachment 1, schedule for current monthly salary levels.
- 26.2 During the first year of employment with the District the Employee will be paid at 75 % of the base salary.
- 26.3 For the second year of employment with the District, the Employee will be paid at 80% of the base salary, subject to satisfactory performance and successful completion of employment goals.
- 26.4 For the third year of employment with the District, the Employee will be paid at 90% of the base salary, subject to satisfactory performance and successful completion of employment goals.
- 26.5 For the fourth and subsequent years of employment with the District, the Employee will be paid at 100% of the base salary, subject to satisfactory performance and successful completion of employment goals.
- 26.6 For a Probationary Lieutenant, the Employee will be paid at 105% of the base salary.
- 26.7 For a Lieutenant the Employee will be paid at 110% of the base salary.
- 26.8 For a Probationary Captain the Employee will be paid at 115 % of the base salary.
- 26.9 For a Captain the Employee will be paid at 120% of the base salary.
- 26.10 Acting Officers shall be paid \$10.00 for half of a shift and \$20.00 for a full shift.
- 26.11 More than six hours shall be paid at the \$10.00 rate and more than 12 hours shall be paid at the \$20.00 rate. Employees appointed to act as an Officer for 90 consecutive days shall be paid at the applicable probationary rate set forth herein.
- 26.12 The Board of Commissioners authorizes positions and funding for the rank of Lieutenant and Captain. If positions are open and funding available, the Chief has the authority to fill said positions.
- 26.13 If an in-house volunteer is hired as a paid firefighter and the District pays for the Fire Academy, the Employee will be paid at 70% of the base salary until successful completion of the Academy. The Employee will receive 75% of the base salary effective upon the date of successful completion of the Academy.
- 26.14 If the District has paid for an employee to attend a fire academy, that employee will reimburse the District for the academy tuition expenses if the

employee voluntarily terminates employment with the District within the first three years of employment.

Article 27: Deferred Compensation

- 27.1 The Employer agrees to contribute a matching amount of up to \$200.00 per month to a Deferred Compensation program for each employee.
- 27.2 New employees will become eligible for the deferred compensation program on the first day of the month following the date of employment.

Article 28: District Policies

- 28.1 All District policies and procedures in all subject areas not covered by this Agreement shall apply to members of this bargaining unit.
- 28.2 However, in the event of a conflict between a provision of this Agreement and any guideline, regulation, ordinance or rule of the District, the provisions of this Agreement shall control.

Article 29: Education and Training Incentive

- 29.1 The Employer shall allow tuition reimbursement in an amount of up to \$1,000.00 per calendar year, provided that;

The tuition reimbursement applies toward an approved accredited program awarding an Associate Degree in a field related to the Fire Service, such as Fire Science, Fire Command and Administration, Fire Prevention etc.

The tuition reimbursement applies toward courses and classes in which the employee received a “C” grade or better and which have occurred since the employee’s initial date of hire.

Or;

The tuition reimbursement applies toward other fire service related classes with prior approval of the Chief, provided that such classes are deemed beneficial to the District.

- 29.2 It is understood that the \$1,000.00 per calendar year shall only apply to enrollment in such courses after the effective date of this agreement and shall be in lieu of any premium pay associated with attainment of college credits or degrees earned prior to or after the effective date of this agreement

Article 30: Certifications / Requirements.

- 30.1 All Employees covered by this Agreement are required to possess current Washington State EMT certification as a condition of continued employment.
- 30.2 All Employees shall maintain a valid Washington State driver’s license as a condition of continued employment. Provided, a driver license suspended for less than 60 days, will not be cause for termination of employment, as long as the Employee has no other disciplinary action on file.

Article 31: Off Duty Employment

- 31.1 Employees may engage in off-duty employment, subject to the provisions of this Article.
- 31.2 Employees shall, from time to time, disclose any current or proposed interest, contracts or employment arrangements with any vendors, contractors or sub-contractors, or other entities with whom the Employer has direct dealings.
- 31.3 Off-duty employment shall not:
 - a. Interfere with District operations and safety.
 - b. Interfere with the employee's performance of regular duties or hours of work with the District.
 - c. Result in any conflict of interest with the employee's ethical obligations as an employee of the Fire Department.

Article 32: Job Descriptions / Employee Status Changes

- 32.1 The assignment and allocation of work to different bargaining unit positions will be updated periodically by the District to reflect the duties and responsibilities of the positions in the bargaining unit.
- 32.2 Employees will be provided with adequate training to assist them in performing the functions of their assigned duties.
- 32.3 The Employer will submit a written notice in a timely manner to the Union of the name, job title, shift, changes in the scope of duties and effective date of actions affecting bargaining unit employees.

Article 33: Vacancies and Promotions

- 33.1 A vacancy exists when the District determines to increase the work force and to fill a new position(s) or when any of the following personnel transactions take place in the bargaining unit and the District determines to replace the previous incumbent: terminations, promotions or demotions. Appointments shall be made on an open, objective and competitive basis, based on the principle of securing the most qualified person for the vacancy. Qualifications and requirements, as determined by the Employer, shall be objective and shall reasonably reflect the needs of the position.
- 33.2 Notice of regular bargaining unit vacancies will be posted on the bulletin board and be inclusive of the application period. Such notice shall state the position, classification, and a brief description of the job and required qualifications (including certifications).
- 33.3 Any bargaining unit employee who meets the required qualifications may apply for a vacancy. The District may also fill the vacancy from outside the bargaining unit, as the District deems appropriate, if the outside applicant possesses greater skill and ability, as determined by the Fire Chief, than a present employee applying for the vacancy. Preference will otherwise be given to inside candidates in filling bargaining unit vacancies.
- 33.4 All applicants shall be notified of their score and their relative standing resulting from the promotional examination process.

Article 34: Light Duty

- 34.1 Light duty assignments may be required for those employees who are receiving a disability leave supplement, in accordance with the provisions of RCW 41.04.520.
- 34.2 A member may request light duty in writing to the Fire Chief. A light duty assignment is considered a temporary assignment and is intended to aid in an employee's recovery from a work related injury or illness, and shall be based on availability of work, cost considerations, and prognosis for return to work in short order. In any event, authorization of light duty assignments shall be subject to the sole discretion of the Fire Chief, and the following conditions shall apply:
- a. It is in the best interest of the District and the Employee.
 - b. The Employee has the skill, capability, or project that is beneficial to the District and will not interfere with the healing process of the Employee.
 - c. Light Duty assignments will be restricted to work approved in writing by the employee's treating physician, and to work directly related to the fire department. The employee shall provide the employer with a release from the employee's treating physician detailing work restrictions while on light duty as well as a projected date for return to full duty.
 - d. Once an employee accepts a light duty assignment, the employee may not rescind their acceptance of the assignment, except upon written direction of their physician indicating that the employee should no longer perform the light duty assignment or that the employee can return to full regular duties.
 - e. Accrual of sick leave and vacation shall occur at the rates established for day shift employees. The employee will observe the holidays established for day shift employees. Any scheduled Kelly days shall be forfeited during the assignment.
- 34.3 An employee who is assigned to a light duty assignment shall be scheduled to work M-F from 8-5. A one hour lunch break shall be taken and the lunch break hours shall not be considered hours of work. The work week shall begin on Sunday and end on Saturday.

Article 35: Leave of Absence

- 35.1 Leaves of absence are not contemplated by the District. However, a leave of absence, without pay or benefits, may be requested by an employee for a period of not to exceed six months. A request shall be submitted in writing, detailing the need for the leave, and shall be approved or denied at the sole discretion of the Employer. If such leave of absence is granted, the employee may retain their benefits at the sole expense of the employee.

Article 36: Transfer of Leave

- 36.1 It is the intent of the Union and the Employer to provide a method to donate accrued Leave, per Article 24 and / or Article 25, to sick or injured personnel who have exhausted all other leave.
- 36.2 Employees may donate a portion of such accrued Leave to another District Employee who is suffering from or has an immediate family member suffering from an unforeseeable, severe illness, injury, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or to terminate their employment.
- 36.3 The maximum length of time an employee is eligible to receive donated time is six months. The following eligibility rules apply to employees receiving donated leave:
- a. Be a regular full or part-time status employee;
 - b. Have exhausted all sick, holiday and vacation time leaves;
 - c. Have abided by the District policies regarding sick leave in the past;
 - d. Provide appropriate medical documentation justifying the necessity for the leave and the time for which the employee can reasonably be expected to be absent from work.
- 36.4 Donating employees may transfer a minimum of 12 (twelve) hours of accrued Leave to the receiving employee with additional hours donated in increments of four (4) hours. Donating employees must retain an accumulative Leave balance of 48 hours of Vacation and Paid leave and a sick leave balance of 96 hours. Donated hours not used by the receiving employee will be transferred back to the donating employee.
- 36.5 While an employee is using donated leave, the employee will continue to receive the same wages and benefits as the employee would otherwise receive if using their own accrued vacation, sick leave, or holiday leave.

Article 37: Savings Clause

- 37.1 Should any provision of this Agreement or the application of such provision be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect. Both parties agree to immediately attempt to renegotiate such invalidation's to a form acceptable to both parties. If the parties are not able to reach agreement on a replacement provision, the issue would be postponed until contract negotiations are open.

Article 38: Labor Management Committee

- 38.1 Two (2) representatives of the Union and two (2) representatives of the Fire District shall meet quarterly as a Labor Management Committee or by mutual consent. The intent of the Committee is to alleviate any potential misinterpretations of the Agreement or resolve any issues concerning both parties. A report will be kept of such meetings and shall be distributed to Committee members in advance of the Board of Commissioners meeting at which it is presented.

Article 39: Longevity

39.1 Longevity shall be applied to the employees base salary:

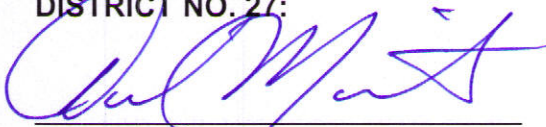
10 Years of service:	\$75.00 per month
15 Years of service:	\$125.00 per month
20 Years of service:	\$150.00 per month

Article 40: Duration of Agreement

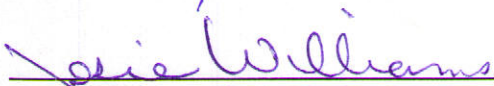
40.1 This Agreement shall remain in full force and effect from **January 1, 2010**, to and including **December 31, 2012**; provided that this Agreement shall be subject to such change or modification as may be mutually agreed upon by the parties hereto. It is the intent of the parties to this Agreement that negotiations for a subsequent Agreement shall begin at least 90 days prior to the termination date of this Agreement.

Approved this 13th day of October, 2009

**KING COUNTY FIRE PROTECTION
DISTRICT NO. 27:**



Daniel Meredith, Chairman



Josie Williams, Commissioner



Eric Hollis, Commissioner



Chris J. Connor, Fire Chief

**INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, LOCAL 2878:**



Craig Hooper, President



Patrick J. LeDoux, Vice President

ATTACHMENT 1

Salary Schedule

The Base Salary referred to in Article 26, is the amount listed as 100%.

	2010	2011	2012
70%	\$4,200.00	\$4,340.00	\$4,480.00
75%	\$4,500.00	\$4,650.00	\$4,800.00
80%	\$4,800.00	\$4,960.00	\$5,120.00
90%	\$5,400.00	\$5,580.00	\$5,760.00
100%	\$6,000.00	\$6,200.00	\$6,400.00
105%	\$6,300.00	\$6,510.00	\$6,720.00
110%	\$6,600.00	\$6,820.00	\$7,040.00
115%	\$6,900.00	\$7,130.00	\$7,360.00
120%	\$7,200.00	\$7,440.00	\$7,680.00