

Final

COLLECTIVE BARGAINING AGREEMENT

Between

KING COUNTY FIRE DISTRICT 45

And

LOCAL 2878

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

January 1, 2009 - December 31, 2011

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PREAMBLE

This Agreement is entered into by and between KING COUNTY FIRE DISTRICT 45, hereinafter referred to as the EMPLOYER, and LOCAL 2878, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereinafter referred to as the UNION. The purpose of this Agreement is to promote the continued harmonious relationship between the Employer and its employees through the employees' certified representative, in matters relating to the wages, hours, and working conditions of such employees as set forth herein.

ARTICLE 1. RECOGNITION AND BARGAINING UNIT

The Employer recognizes the Union as the exclusive representative of the full-time paid firefighters, lieutenants and captains employed by King County Fire Protection District No. 45.

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 MEMBERSHIP AND DUES

SECTION 1. CONDITIONS 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 the 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.

SECTION 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.

It shall be a condition of employment that such employees make payments, as set forth in RCW 41.56, to a non-religious charity, with proof of such being forwarded to the treasurer of the Local at the end of each calendar month.

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.

SECTION 3. PAYROLL DEDUCTIONS

Upon receipt of written authorization individually signed by a bargaining unit member, the District shall have deducted from the pay of such member , the amount of dues as certified by the secretary of the Union and other authorized moneys and shall transmit the same to the treasurer of the Union.

The Union will indemnify, defend, and hold the District harmless against any claims made and against any suit instituted against the District on account of any check-off of dues for the Union. The Union agrees to refund to the District any amount paid to it in error on account of the check-off provisions upon presentation of proper evidence thereof.

ARTICLE 3. MANAGEMENT RIGHTS

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 is vested exclusively in the Employer subject to terms of this Agreement.

SECTION 1. ADMINISTRATIVE RIGHTS

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

SECTION 2. DEPARTMENT OPERATIONS

Except where limited by RCW 41.56 or 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 employee;
- 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 Fire District and the conduct of its employees subject to the rights as outlined in Article 23;
- D. To determine the methods, processes, means and personnel necessary for providing fire service, including the increase, or decrease, or change of operations, or fire equipment, in whole or in part, the assignment of employees to specific jobs, the determination of job content and/or job duties and the combination or consolidation of jobs and the setting of standards of performance;

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- E. To determine work schedules and the location of departmental headquarters and facilities; and
- F. To determine the amount of voluntary job-related education 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.
- G. To control the Fire District budget.

SECTION 3. EMERGENCY MANAGEMENT RIGHTS

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

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, physical, mental or sensory handicap, or membership in the Union, provided however that violations of this Article shall be subject to the grievance procedure set forth in Article 23 of this Agreement only through Step 2, and shall not be subject to arbitration.

ARTICLE 5. OVERTIME AND CALL BACK

SECTION 1. AUTHORIZATION

Hours beyond normally scheduled shifts may not be worked unless previously approved by the Chief or the Chief's designee unless an emergency exists which requires immediate response by the member and constitutes a shift extension.

SECTION 2. COMPENSATION

Members required and authorized by the Chief or the Chief's designee to work hours beyond their scheduled shift shall be compensated at the rate of one and one-half (1 1/2) times their base hourly rate. Such hours shall be rounded to the nearest quarter hour and documented as such on the member's time card.

SECTION 3. CALL BACK AND SHIFT EXTENSION

Overtime call back shall be a minimum of one (1) hour, commencing when the member reports to duty, and shall be compensated at the rate of one and one-half (1 1/2) times his or her base hourly rate.

A member held over past the end of his or her shift (i.e., on a call) will be compensated at one and one-half (1 1/2) times his or her hourly base rate. The one hour minimum call back will not apply to holdovers.

SECTION 4. TRAINING

A member who is required or specifically approved by the Employer to attend training off-duty shall be compensated at the rate of one and one-half (1 1/2) times his or her base hourly rate, provided that to avoid unnecessary overtime, employees may be assigned to a temporary shift reasonably coinciding with the particular training opportunity, as long as the temporary shift does not require an additional number of actual weekly straight time hours above that scheduled.

SECTION 5. COURT APPEARANCE

A member required by subpoena to appear in court as a result of duties performed in the course of employment with the Employer shall be compensated at the overtime rate, if the court appearance cannot with reasonable diligence be scheduled during the employee's on-duty hours. The member shall remit to the Employer any witness fee or other compensation received as a result of the court appearance.

SECTION 6. COMPENSATORY TIME

Compensatory time shall be defined as time off at the rate of one and one-half (1 1/2) times the number of hours worked. Compensatory time may be used in lieu of overtime pay when mutually agreed upon by Employer and member in advance. Compensatory time shall be scheduled in advance and used by the end of the month immediately following the month in which the compensatory time is earned.

In the event that the Employer cancels previously scheduled and approved compensatory time off, at the member's option, that time may be rescheduled at a mutually agreeable time or it shall be cashed out at the original overtime pay rate.

SECTION 7. ASSIGNMENT OF OVERTIME

The Union agrees to make every reasonable effort to fill all overtime staffing needs. The Employer agrees that the right to require employees to work when not scheduled and not voluntarily, known as "mandatory overtime", shall typically be exercised to fill response staffing needs and not for administration or training purposes.

The Employer shall notify the Union representative for a non-immediate need, or the senior Union member on duty for an immediate need for overtime coverage. Included in the notification will be any specific certification and/or capability requirements of the individual(s) filling the position. The Employer will also advise if

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it a mandatory overtime shift. The Union member shall then make contacts to fill the position utilizing a system of equal distribution adopted by the Union.

In the event that an overtime position must be filled when no Union members are on duty, the Employer shall attempt to contact the Union representative. In the event that the Employer is unable to reach the Union representative, the Employer may attempt to contact another Union member, beginning with the most senior and working down the seniority list, until a contact is made.

The Union agrees that, within an hour of receiving notification of an immediate need for a position to be filled, the Employer will be notified of the member filling the position and their approximate arrival time or if a non-mandatory position cannot be filled. Whenever possible, the member filling the position shall be on duty within one hour.

In the event of a non-immediate need for an overtime position to be filled, the Union agrees that the member filling the position shall be on duty at the start of the prescribed time period. Further, the Union agrees to confirm with the Employer that the position has been filled with notification to be made by the end of the shift during which the Employer requested the overtime coverage or within three hours of that request, whichever is longer.

If an employee has agreed to work overtime and the Employer cancels the overtime with less than twenty-four (24) hours' notice, the employee shall be paid a two (2) hour minimum at the overtime rate.

If an employee begins an assigned overtime period, the employer may not cancel all or part of the assigned period unless the employee agrees. Where an assigned overtime period has an unknown end time, such as when covering for someone at a class, the overtime period shall be considered complete when the person being covered returns to duty.

SECTION 8. MAXIMUM WORK HOURS

To minimize the risk of significant fatigue and burn-out, maximum work hours under routine conditions shall be limited as follows:

- More than 48 up to a maximum of 61 consecutive hours may be scheduled and worked provided that the member is off at least 24 hours before and after the period.
- When scheduled for 35 up to 48 consecutive hours, members will be scheduled off at least 11 hours before and after the period.
- No more than five consecutive day shifts (including those that are part of 24 or 48 hour shifts) shall be worked.
- No more than five consecutive night shifts (including those that are part of 24 or 48 hour shifts) shall be worked.
- Holdovers (such as for calls or to maintain minimum staffing) up to three hours are not included in the above limits. Shift trades are included. Training attendance and delivery are not included in the above limits. Meetings are not included in the above limits.

The Chief or designee may approve hours beyond these limitations in the event of an unusual circumstance or severe staffing need such as a major emergency or a large mobilization.

SECTION 9. STATE MOBILIZATIONS

If the Employer elects to, or anticipates the need to, send crews on a state mobilization, the Employer will notify the Union representative or the senior union official who will identify available qualified members using an equitable distribution system. Typically, qualified members are those who are off probation and meet the requirements specified by the Employer. Experienced probationary members may be allowed to participate in mobilizations if the Employer and Union agree.

Because of the uncertain nature of state mobilizations, compensation will only be received in the event that the member is called in and actually reports for a mobilization. Compensation during a mobilization shall be based on reimbursement to be provided by the funding agency (for example, if reimbursement is based on a 40 hour work week, mobilized members' compensation shall be converted to a 40 hour work week equivalent such that all compensation shall be fully reimbursed to the Employer).

ARTICLE 6. EDUCATION AND TRAINING

SECTION 1. EDUCATION REIMBURSEMENT – ELECTIVE COURSE WORK

When employees receive advance approval from the Employer, the Employer agrees to cover the cost of books and tuition for accredited programs awarding an Associate Degree in the field of Fire Science, such as Fire Technology, Fire Administration, Fire Prevention Technology, provided the member must maintain a grade point average of 2.5 or above and must complete the program within a reasonable time.

SECTION 2. EDUCATIONAL REIMBURSEMENT – REQUIRED COURSE WORK

When members attend classes required by the Employer (i.e., hazardous materials, officer training), the Employer shall prepay the class tuition, books, and other materials (i.e., register with a department purchase order). If it is not possible to register for class or purchase course materials with a department purchase order, the Employer agrees to reimburse the member as soon as the cost is incurred (i.e., after tuition was paid).

SECTION 3. EDUCATION LEAVE

When, in the Employer's sole discretion, manpower allows, members may be permitted to attend on-duty approved educational classes, seminars and/or schools that are job-related or part of approved degree programs, without being charged personal leave or vacation.

ARTICLE 7. EMERGENCY MEDICAL CERTIFICATION

Members are required to obtain and maintain an Emergency Medical Technician ("EMT") certification.

If a member's certification lapses, he or she shall recertify within six (6) months. Failure to recertify within six (6) months is just cause for discharge.

The Employer agrees to be responsible for any licensing fees imposed by the State as a result of the above requirement.

ARTICLE 8. HOURS OF DUTY

SECTION 1. SHIFT PATTERNS

SCHEDULE A: ELEVEN HOUR DAY SHIFT PATTERN

The fire fighters on the Schedule A (daytime) work pattern will work, within a twenty-one (21) day work cycle, twelve (12) eleven (11) hour day shifts. The scheduled shifts will run from 0700 to 1800 hours. The result of this pattern will be an average forty-four (44) hour work week over the 21 day work cycle. The pattern will consist of a Monday through Thursday work schedule, with Friday, Saturday, and Sunday off or another mutually agreeable schedule may be negotiated.

SCHEDULE B: TWENTY FOUR HOUR SHIFT PATTERN

Employees assigned to the Schedule B pattern will work, within a 24 day work cycle, three (3) forty eight (48) hour shifts and one (1) Debit Day (as defined below) with the exception of Christmas as defined in Article 14. This schedule will be a four-platoon schedule as described in Appendix B, Shifts within Schedule B will start at 0700 and end at 0700 two days (48 hours) later.

The result of the scheduled shifts (with 24 hour Debit Days) will be an average 49.13 hour work week based on 15.2 FLSA periods per year.

TRAINING CAPTAIN:

The Training Captain will work a 40 hour work week. These hours may be scheduled in a flexible manner to accommodate conducting activities related to the captain's assignment. The captain will typically work his or her hours on Monday through Friday, although not necessarily on each of those days, with the discretion to attend meetings and perform other activities, related to his or her assignment, on weekends. The lunch period shall not be included in the 40 hours and shall be unpaid.

SECTION 2. DEBIT DAYS

To increase the average work week in the four-platoon schedule, all employees assigned to Schedule B will be required to work one (1) additional twenty-four (24) hour period or two (2) additional eleven hour day shifts within every twenty-four (24) day FLSA period. This additional shift(s) is what is known as a “Debit Day”. All debit shifts will start at 0700 hours.

DEBIT DAY SELECTION

Debit Days may be selected by the members using the following system:

- Debit Days shall be scheduled three FLSA Periods at a time. Union members will submit vacation requests to the Employer 72 days prior to the start of each three (3) FLSA period grouping as identified. The Employer will release a list of Debit Days to the Union 62 days prior to the start of the identified FLSA period grouping. The Union members will select Debit Days by seniority and submit their selections to the Employer 52 days in advance of said FLSA groupings.
- For the sake of satisfying the deadline for Debit Day selection, the Union may submit a master list prior to 52 days in advance of the FLSA groupings with the understanding that each employee will confirm their dates at their first opportunity.
- In the event that both the Union and employee fail to provide either Debit Day selections and/or vacation requests (in lieu of Debit Days), the Employer may schedule the employee on any remaining openings or deduct the appropriate number of hours from their vacation bank.

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- The Employer will prioritize Debit Days as either “priority one” or “priority two” or “priority 3 day”. “Priority one” Debit days must be filled by the Union before filling any “priority two” Debit Days. The Employer may also specify that some “priority one” and/or “priority Two” Debit Days may only be filled by a qualified officer or actor (designated “P1O” or “P2O”) or a qualified driver/operator (designated a “P1DO” or “P2DO”). No Holidays (as defined in Article 14) will be designated as priority one shifts. Holidays may be designated as priority two to allow members to work holidays if they choose. A member may choose to select two day shifts designated as “priority 3 day” in place of one 24 hour shift.
- The Employer agrees that, other than exceptional circumstances, there should be multiple choices available for each shift to choose their Debit Days from. Toward this goal, the Employer will provide at least 50% more Debit Day options for each period than there are employees choosing Debit Days. Holiday shifts and “priority three days” shall not be considered part of this formula.
- Union members can utilize vacation hours to take off the Debit Day within a given FLSA period. The Debit Day vacation may be scheduled on any day not regularly scheduled to work. A leave request form for Debit time shall be submitted prior to the 52 day deadline in advance of the beginning of a given three FLSA period group. When the vacation date scheduled arrives the vacation time will be recorded on the member’s time card. The hours should be documented in the “Vacation Holiday” column and a comment indicating the hours are for debit time should be written in the “Comments” column.
- Once selected and assigned, a Debit Day shall be considered part of the regular work schedule. Debit Days can typically not be changed and are not subject to vacation use once scheduled. In exceptional circumstances,

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changes may be allowed by mutual agreement of the Employer and the Union.

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SECTION 3. WORK SCHEDULE

The Employer shall create a work schedule, including shift and daily work hours and excluding Debit Days, at least three (3) months in advance.

SECTION 4. CHANGES TO WORK SCHEDULE

When the ability to provide emergency services to the community is significantly compromised the Employer may change the work schedule with 14 days written notice. Any increase in the average workweek hours will be compensated at one and one-half unless otherwise negotiated. Only the effects of such a change need be bargained. Such effects bargaining shall commence immediately following notice of the change. The interval between notification and implementation may be shortened or extended by mutual agreement.

The Employer's written notice will identify the need for change and solicit Union input. Changes made under such circumstances will be temporary in nature and the Employer agrees to re-implement the contracted schedule at the earliest opportunity after adequate mitigation of the circumstances that led to the change.

The Employer may change the schedule, after providing at least 60 days written notice to the Union to meet the needs of expanded service requirements, such as when additional personnel are hired. The effects of the change must be fully negotiated prior to implementation of the new schedule. The Employer and the Union agree to make a reasonable effort to negotiate the effects of the new schedule within the 60 days after receiving notice.

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Any other proposed schedule change must be by mutual agreement of the Employer and the Union and must be fully negotiated before implementation.

When a vacancy occurs in a Union position or a new union position is created, qualified members may select into the position on a seniority basis.

The Union agrees that each of the four shifts working schedule B will include an officer and a 1st Class Firefighter, provided there are enough qualified personnel available.

SECTION 5. DAYLIGHT SAVINGS TIME

There will be no change in compensation for employees who work a shift on which clocks are adjusted ahead or back for a “Daylight Savings/Daylight Standard” time change. The time change will be invisible on time cards for purposes of pay and leave usage.

ARTICLE 9. SHIFT EXCHANGES

Members, who are off of probation, may request to trade shifts or portions of shifts when the trade does not interfere with the operation of the Fire District or cause the District to incur compensatory time or other overtime costs. This determination will be made by the Chief or the Chief's designee at the time the trade is approved. If any form of scheduled leave (such as vacation, training, etc.) requested by a third party could cause a liability for the District, approval of the trade will not occur until leave request deadlines are met. If the potential scheduled leave is at the District's discretion, an approved trade may preclude approval of any discretionary leave request for that shift. The potential impacts of unscheduled leave (such as leave for an illness or bereavement leave) by a third party not directly involved in the requested trade will not be considered in trade approval.

A member's written request must be submitted to the Chief or the Chief's designee for approval and a copy forwarded to each of the affected company officers prior to the shift in which the trade occurs. For trades of less than six (6) hours, approval of the Chief is not required but a request form must be forwarded as notification to the Chief and the affected company officers prior to the shift in which the trade occurs. Member's must pay back traded time within six (6) months of the trade.

Shift trades shall not be recorded on time cards and shall be transparent relative to work period hours as allowed by the Fair Labor Standards Act.

The Union agrees that in an approved shift trade, it is the responsibility of the member who agreed to work the shift to either:

- a) Work the shift or, if unable to work,
- b) The Union will fill the shift as overtime; and
- c) The member who had agreed to work the shift as a trade will, instead, work an equal number of hours designated by the Employer to be filled as

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overtime. If the member is already scheduled for sufficient hours of overtime coverage, those hours will become the shift trade. If not, the member shall select from overtime offerings that come available, and complete the shift trade within 45 days.

ARTICLE 10. MILEAGE ALLOWANCE

Members when required by the Employer to use their private vehicle on Employer business or required job related training shall be compensated at the Standard Mileage Rate as defined by the Internal Revenue Service as the maximum amount allowed without being considered income for tax purposes. On Employer's prior approval members may be reimbursed for travel to other courses of training.

Mileage shall typically be computed from the member's duty station to the point of the destination and return. However, the Employer may authorize mileage reimbursement from the member's home in some cases (such as if the member is attending an event off duty and it is close to his or her home).

ARTICLE 11. UNIFORMS, EQUIPMENT, AND PERSONAL ITEMS

SECTION 1. NEW EMPLOYEES

New employees shall be furnished with five (5) T-shirts, three (3) trousers, two (2) each: uniform shirts and job shirts, and one (1) each; uniform belt with department buckle, uniform coat with liner, shirt badge and all uniform patches. Members shall be issued safety boots.

SECTION 2. REPLACEMENT UNIFORMS

The Employer shall replace uniform items as needed. Requests for replacement uniform parts shall be submitted using the Uniform Replacement Request Form through the member's company officer.

SECTION 3. CLASS A UNIFORMS

Upon completion of their probationary year, the Employer will furnish each member a Class A uniform, consisting of jacket, pants, shirt, shoes, hat, tie, belt, and appropriate insignia. The Employer will provide repair and replacement when needed as a result of normal wear and tear and upgrade insignia as needed. The member is responsible for keeping the uniform clean and ready to wear.

SECTION 4. PROTECTIVE CLOTHING

The Employer shall furnish all personal protective clothing and shall repair or replace items which become unserviceable.

SECTION 5. OWNERSHIP

All uniform items shall remain the property of the Employer.

SECTION 6. PERSONAL ITEMS

The Employer shall reimburse employees directly or through insurance for the repair or replacement of personal property worn or carried and damaged in the performance of their duties provided all of the following are true:

- The damage is caused by circumstances that arise out of employment and not from ordinary wear and tear.
- The loss from a single cause is at least \$100.
- The damage did not result from negligence by the employee.
- The damaged item is required for the employee to carry out his or her duties.
- The loss is not substantially covered by any personal insurance provided to the employee by the Employer (such as health or dental coverage).

Items typically covered might be prescription eyeglasses, hearing aid, dentures, or a number of lesser value items damaged by one cause (such as hazardous materials contamination). Items typically not covered include watches, sunglasses, personal cell phones, personal tools or equipment carried at the employee's discretion, or personal clothing worn in addition to or in lieu of issued uniform or PPE items.

ARTICLE 12. INSURANCE BENEFITS

SECTION 1. MEDICAL INSURANCE

The Employer agrees to pay 100% of the premium cost for employees and their dependents to be covered by the PPO-300 medical coverage group plan as provided through the Washington Fire Commissioners Association.

If an employee chooses to enroll in a different medical group plan provided by the Washington Fire Commissioners Association, the Employer will pay a portion of the premium for the employee and dependents up to an amount equal to the premium for the PPO-300 plan. The employee will be responsible for the remainder of the premium.

SECTION 2. DENTAL INSURANCE

The Employer agrees to pay 100% of the premium cost for employees and their dependents to be covered by the dental coverage group plan as provided through the Washington Fire Commissioners Association.

SECTION 3. FLEXIBLE SPENDING ACCOUNT

The Employer agrees to establish a Flexible Spending Account, as defined by Internal Revenue Code Section 125, for each employee. In addition, the Employer will deposit each year into each account an amount of \$150 for employees without dependent coverage or \$450 for employees with dependent coverage.

SECTION 4. MEDICAL BENEFIT ALLOWANCE

The Employer shall provide each employee a \$200 per month Medical Benefit Allowance to be used as part of a cafeteria plan, as defined by Internal Revenue Code Section 125. Options for this Medical Benefit Allowance shall include:

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- Employee contribution to Flexible Spending Account.
- Several supplemental insurance options.
- Apply to premiums for a health insurance option other than the PPO 300.
- Taken as cash.

SECTION 5. POST-RETIREMENT HEALTH BENEFIT

The District shall make a pre-tax monthly contribution of \$75 for each Employee to the Washington State Council of Firefighters Medical Expense Reimbursement Plan (MERP). If the minimum mandatory contribution to the MERP increases during the term of this Contract, the District shall automatically deduct the increase pre-tax from each Employee's payroll.

Any and all reporting requirements and responsibilities to the Plan shall be the sole responsibility of the Union and its members and not the Employer. The Union will defend against and hold the Employer harmless from any liability that may arise out of the Plan.

ARTICLE 13. VACATION

SECTION 1. VACATION ACCRUAL

Members shall receive paid vacation according to the following schedule:

	Daytime	24 hr shift	Captain
	Schedule A	Schedule B	
Year 1:	88 hours	100 hours	80 hours
Years 2 through 5:	132 hours	150 hours	120 hours
Years 6 through 10:	176 hours	200 hours	160 hours
Years 11through 15:	220 hours	250 hours	200 hours
Years 16 through20:	264 hours	300 hours	240 hours
Years 21 and above	308 hours	350 hours	280 hours

Members shall accrue 1/24th of their authorized vacation leave credit each pay period and the payroll process will debit for the vacation used during that pay period. (This is based on 24 pay periods per year.)

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

SECTION 2. DAY SHIFT VACATION BONUS

Employees working Schedule A shall receive an annual bonus of 100 hours of vacation time. The Training Captain shall receive an annual bonus of 90

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hours of vacation time. 1/24th of the bonus amount shall be added to the employee's vacation bank each pay period.

SECTION 3. VACATION SELECTION AND REQUEST

Union members will submit vacation requests to the Employer 72 days prior to the nearest Debit Day block/FLSA period.

Vacation leave requested with less than 72 days notice (hereafter designated as short-notice vacation) will be granted if coverage can reasonably be assured. The requesting member's vacation leave bank will be charged one and one half hours for each hour of short-notice vacation leave taken. Vacation leave used as sick leave such as for FMLA and/or disability or other situation where a member's sick leave bank is exhausted, is not considered to be short-notice.

Vacation may be taken for a portion of a 48 hour shift or the entire shift..

Vacation may also be taken in lieu of working a Debit Day in the following circumstances: when requesting vacation the member "blocks" a period of time and elects to include a Debit Day or during the Debit Day selection process, and/or a member realizes that they would prefer to use vacation than work any of the available Debit Day options.

The Union will develop and implement a vacation selection process based on seniority. No more than two members that are scheduled (excluding the training captain) can be on vacation during the same part of any given 24 hour day. Not more than one half of the officers and acting officers may be on leave at the same time. A block of vacation may be submitted by members to indicate the intent to avoid debit days and/or being subject to mandatory overtime. A block shall be defined as all shifts and off-days occurring during an individual member's vacation leave. Vacation leave may be changed after it is scheduled with agreement by both the Employer and the member.

SECTION 4. VACATION CARRYOVER

A maximum of a member's one year accrual rate of vacation hours (not including bonus vacation hours or holiday hours) may be carried over into the following year. Any hours accrued above this amount and not used or sold back by the end of the year shall be lost.

SECTION 5. VACATION BUY BACK

Vacation pay shall be cashed out upon retirement or termination, and shall be paid at a rate or rates of pay current when the time was earned.

It is the intent that members take at least two weeks (88 hours for Schedule A personnel and 100 hours for Schedule B personnel) of vacation leave each year. Any vacation leave accrued above this amount (including holiday hours for Schedule B personnel and bonus vacation hours for Schedule A personnel) may be sold back.

The member must indicate his or her intent to sell back vacation prior to December 1 each year. Vacation time will be paid at the regular hour for hour rate or rates current when the time was earned.

ARTICLE 14. HOLIDAYS

SECTION 1. OBSERVED HOLIDAYS

The following holidays shall be recognized and observed:

- 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

SECTION 2. SCHEDULE A PERSONNEL

If an observed holiday occurs on a day that the member would be scheduled to work, the member shall receive their regular shift off with pay.

If an observed holiday occurs on a day that the member would not have been scheduled to work, the member shall receive twelve (12) hours as additional vacation time.

If the Employer should require a member to work on any of the above designated holidays, it shall be considered overtime and the member shall be compensated as defined in Article 5.

SECTION 3. SCHEDULE B PERSONNEL

In place of holiday time off, Schedule B personnel shall receive 120 hours of personal leave time to be used as vacation, five hours of which shall be accrued each pay period and added to the member's vacation bank.

In the event a shift is scheduled to work both December 24th and December 25th of the same year, the shift assigned to work on December 23rd will be reassigned to work on December 24th. The shift originally scheduled to work December 24th will be reassigned to work on December 23rd.

SECTION 4. Training Captain

The Training Captain shall be off on observed holidays. In addition, the Training Captain shall receive one eight (8) hour personal holiday per year. All holidays will be considered to be eight (8) hours.

ARTICLE 15. WAGES AND DEFERRED COMPENSATION

SECTION 1. WAGES

Wages are specified in Appendix A to this agreement. Step increases are defined as follows:

- ❖ Probationary Fire Fighter. First year of employment as a career fire fighter
- ❖ Third Class Fire Fighter. Career fire fighter who has completed one year of employment and has successfully completed and maintained a District Firefighter 2 qualification.
- ❖ Third Class Fire Fighter/Driver Operator. Career fire fighter who has completed one year of employment, has successfully completed and maintained a District Firefighter 2 qualification, and has successfully completed and maintained qualification as a District Driver/Operator.
- ❖ Second Class Fire Fighter. Career fire fighter who has completed two years of employment.
- ❖ Second Class Fire Fighter/Driver Operator. Career fire fighter who has completed two years of employment and has successfully completed and maintained qualification as a District Driver/Operator.
- ❖ First Class Fire Fighter/Driver Operator. Career fire fighter who has completed three years of employment and has successfully completed and maintained qualification as a District Firefighter 3 (which includes District Driver/Operator).
- ❖ Acting Lieutenant. Career fire fighter who has passed the acting lieutenant's test and is eligible to act as lieutenant per Article 28.
- ❖ Lieutenant. Career fire fighter who is qualified as an acting lieutenant at the

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time of promotion, has passed lieutenant's test, and has been promoted to lieutenant in a temporary or permanent position.

- ❖ Captain. Career fire fighter who has passed captain's requirements and promoted to Captain in a temporary or permanent position.

SECTION 2. LONGEVITY PAY

As an incentive to retain fire fighters, the District agrees to apply longevity pay to members who have completed the following years of service as a full-time employee of the District:

- ❖ Completion of 10 years of service = 2% bonus
- ❖ Completion of 15 years of service = 4% bonus
- ❖ Completion of 20 years of service = 6% bonus

SECTION 3. DEFERRED COMP

The Employer agrees to enroll in the State's deferred compensation plan or equivalent.

The Employer will match each member's contribution up to \$100 per pay period.

ARTICLE 16. SICK LEAVE AND DISABILITY

SECTION 1. SICK LEAVE ACCURAL

Schedule A employees shall receive ten (10) hours paid sick leave per month.

Schedule B employees shall receive twelve (12) hours of paid sick leave per month.

The Training Captain shall receive eight (8) hours of paid sick leave per month.

SECTION 2. SICK LEAVE BANK

Unused sick leave accrued before January first (1st) of each year will be placed in the member's sick leave bank.

SECTION 3. DISABILITY LEAVE

Disability leave will be granted and calculated in accordance with applicable Washington State laws, as they may be amended from time to time.

SECTION 4. SICK LEAVE USE

Sick leave shall be deducted as used on an hour-for-hour basis.

Sick leave may be used for the following purposes:

- (A) Bona fide personal injury or illness.

Certification of illness or disability by a physician may be required at the Employer's discretion.

- (B) Forced quarantine of a member .

- (C) Medical and/or Dental appointments (subject to employer approval).

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- (D) Such other purposes as are permitted by the Employer's Family and Medical Leave Act Policy.

SECTION 5. FAMILY MEDICAL LEAVE

Member's who take leaves required to be permitted by the Employer under the Federal Family Medical Leave Act, or the Washington State Family Leave Act (RCW 49.78), Family Care Law (Chapter 296-130 WAC), or Maternity Leave Law (WAC 162-30-020) must utilize any available sick leave, vacation leave, and holiday leave.

SECTION 6. USE OF INSURANCE BENEFITS

The members agree to use their health insurance to comply with Section 4(A) above. Any costs above normal deductibles shall be paid for by the Employer.

SECTION 7. NOTIFICATION

Members shall notify the on duty shift officer of their inability to report for scheduled duty at least one hour prior to their scheduled shift, with the exception of bona fide emergencies.

SECTION 8. NEW MEMBERS BANK

New members shall be granted a bank of 24 hours of sick leave upon their date of hire. Such bank shall be used in accordance with sections 3, 5, and 6 of this Article. The member's actual accrual shall be adjusted for any usage and the member's sick leave accrual shall not increase until such sick leave bank hours are paid back.

SECTION 9. SICK LEAVE TRANSFER

Any member who has at least 180 hours in their sick leave bank may transfer up to 36 hours per calendar year to another employee who has exhausted his or her sick leave. Additionally, a member may transfer any amount of accrued holiday and/or

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vacation leave to the sick leave bank of another employee who has exhausted his or her sick leave.

SECTION 10 ATTENDENCE INCENTIVES

As an incentive to promote good attendance, employees who use minimal amounts of sick leave shall receive a bonus as defined below:

On sick leave for 48 hours or less but more than 24 hours in a year shall receive a \$100 attendance incentive bonus.

On sick leave for 24 hours or less but use some sick leave in a year shall receive a \$200 attendance incentive bonus.

Use no sick leave in a year shall receive an attendance incentive bonus of \$300.

For purposes of these incentives bonus payments, the "year" of measurement shall run from November 16 through November 15. Bonuses shall be paid in the pay period ending November 30. Employees must be employed on November 16 and have been employed the previous twelve (12) consecutive months in order to be eligible for the Sick Leave Bonus.

SECTION 11 RETIREMENT OR DEATH

Upon DRS LEOFFII retirement or death, an employee's sick leave bank shall be cashed out at \$.35 on the dollar. The payment shall be transferred to the employee's Medical Expense Reimbursement Plan.

ARTICLE 17. LIGHT DUTY

In the event that a member is recovering from an injury or major illness but is not yet able to return to full duty, a temporary assignment to light duty may be beneficial to the Employer as well as the member.

The member may request light duty in writing to the Fire Chief. The Fire Chief may grant a light duty assignment to the employee when the following conditions are met:

- It is in the best interests of the District and the employee.
- The employee has a skill/capability (or project) that is beneficial to the District and will not interfere with the healing process of the employee.
- The employee obtains a release from his or her physician to work light duty (this release may require reference to a specific assignment or specific functions).

A light duty assignment will consist of continuous work on a forty (40) hour workweek for a period determined by the Fire Chief. An assignment may not cover the entire period of disability depending on circumstances such as the specifics of the assignment and the skills/capabilities of the employee on light duty. An extended disability or other circumstances may require multiple assignments that may or may not be contiguous.

For a requesting member who is assigned to a 24 hour shift, the Fire Chief may (instead of the 40 hour work week defined above) offer light duty on a schedule that is structured around his or her regular schedule and includes a portion of his or her regular shift. For example, a B Shift member might be allowed to work light duty from 0800 to 1700 hours on each B Shift that he or she would have regularly

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worked. The remainder of the shift would be charged to the individual's available leave bank.

The Employer will, in all cases, consider the risk of re-injury to the employee, and liability to the District, in its determination before assignment to light duty is granted. Light duty for non-duty related disabilities will be the exception, not the rule. In these cases, the Employer would expect the employee to use accrued benefits.

ARTICLE 18. BEREAVEMENT LEAVE

In the event of death or serious illness with impending death in the member's immediate family, he or she may be granted up to 48 hours leave without loss of pay. This leave is separate from the member's sick or vacation leave. Additional leave may be granted and can be taken as sick leave, vacation, or leave without pay, at the member's discretion.

SECTION 1. PRIOR APPROVAL

The amount of bereavement leave shall be determined by the Chief or the Chief's designee after considering the circumstances, including the location, identity of the relative, date of the services and other relevant matters. Leave taken need not be consecutive and can be broken into blocks of time as the circumstances require.

SECTION 2. FAMILY MEMBERS IDENTIFIED

The immediate family shall be defined as spouse, children (including stepchildren), mother, father (including stepparents), brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, and grandparents.

ARTICLE 19. PHYSICAL CAPABILITY ASSESSMENT

SECTION 1. ASSESSMENT DESCRIPTION

The Physical Capability Assessment shall be made up of the firefighter physical capability test described in the District Policy, Article 100, Section 1.5, dated March 27, 2001. The passing time will be seven(7) minutes or less.

The test will be required of all District personnel who participate in interior fire suppression activities.

Neither party may change the test protocols without the consent of the other party.

If any concerns arise regarding the condition of the course and equipment used in the test, the person officiating and the second timer, one of whom shall be a Union member, shall agree that the concern can be adequately mitigated at the time so that the test can be conducted fairly or the test will be postponed.

SECTION 2. ASSESSMENT IMPLEMENTATION

The assessment shall be done annually except as described below. The Chief or his designee shall officiate the assessment. Two timers shall be used, at least one of whom shall be a union member. In the interest of safety, the test may not be conducted when the ambient temperature is less than 40 degrees F or greater than 80 degrees F.

SECTION 3. INCENTIVES

In order to encourage and reward higher levels of fitness, incentives will be offered to personnel who successfully complete the annual assessment in less than the times specified below:

- Members who successfully complete the assessment in less than six(6) minutes will be rewarded with six(6) hours of paid leave added to the individual's vacation bank for the year.
- Members who successfully complete the assessment in less than five(5) minutes and thirty(30) seconds shall be rewarded with twelve(12) hours of paid leave time added to the individual's vacation bank for the year.

SECTION 4. PHYSICAL FITNESS TRAINING

To encourage fitness, the Employer will set aside a minimum of an hour each day for physical fitness training.

Members working evening shifts can coordinate with the shift officer to schedule time for physical fitness training when company training and other scheduled activities have been completed.

SECTION 5. FAILURE TO PASS AN ANNUAL PHYSICAL CAPABILITY ASSESSMENT

Four stages must be completed before a member can be dismissed for failure to pass the Physical Capability Assessment.

1. The initial test.

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In the event that a member fails to complete an annual assessment within the seven (7) minute time, the member shall have a period of sixty (60) days to prepare for and retake the assessment with no penalty. The member may take the test up to two additional times during the initial sixty(60) day period.

2. After sixty (60) days

In the event the member is unable to successfully complete the assessment within the sixty (60) day period, he or she shall be taken off the line and placed on sick leave and have an additional sixty (60) days to prepare for and retake the assessment. The member may be eligible for light duty per Article 17.

During this time, the member will enter a mandatory fitness program designed and monitored by a qualified exercise physiologist. The exercise physiologist will be provided for by the Employer and jointly agreed upon by the Employer and IAFF Local 2878. The member may take the Physical Capability Assessment test up to two (2) times during this second sixty (60) day period.

3. After 120 days

If the member is unable to successfully complete the assessment within the second sixty (60) day period, the member will be suspended, without pay, for a final sixty (60) day period. In addition, the member will report for a physical examination by a physician. The physician will be jointly agreed upon by the Employer and IAFF Local 2878. The Employer will cover the cost of such examination. If the physician determines that the mandatory fitness program initiated in the previous step is beneficial and that the member is likely to pass the physical capability assessment, the Employer will continue to cover the cost of the fitness program during this final sixty (60) day period. If the physician determines that the member is unlikely to pass the assessment, even with the fitness program, the Employer will cease

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funding the mandatory fitness program. The member will be given two opportunities to pass the assessment prior to the end of this period

4. After 180 days

If the member is unable to successfully complete the assessment prior to the end of this third sixty (60) day period, he or she shall be subject to dismissal.

SECTION 4. SICK LEAVE/DISABILITY

In the event that a member is on sick leave/disability when an annual Physical Capability Assessment is due, he or she will take the assessment within sixty (60) days of being released for work by a doctor.

ARTICLE 20. WORK STOPPAGE

The Employer and the Union agree that the public interest requires the efficient and uninterrupted performance of all Employer services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. The Union shall not cause or condone, and the members shall not engage in any work stoppage, strike, slowdown, mass resignation, absenteeism, or other interferences with Employer functions and should same occur, the Union agrees to take appropriate steps to end such interference. Members shall not be eligible for any wages or benefits while engaged in conduct which violates this Article. Members may be disciplined or discharged for such violations. Should a job action occur within the geographical jurisdiction of the Employer, members may be required to cross an established picket line to perform emergency or nonemergency activities. Where such activities involve nonemergency work and raise safety concerns on the part of employees, the Employer agrees to meet, at Union request, with the Union to hear member input.

ARTICLE 21. UNION BUSINESS

SECTION 1. TIME AUTHORIZED

A member elected or appointed to office of the local union which requires use of normally scheduled hours, shall be granted no more than ten (10) working days per calendar year, collectively, of leave without pay or may use accrued vacation hours and/or shift exchanges to attend conferences, conventions or seminars. The District will not be required to allow more than one (1) member off per shift for this purpose.

In addition, time off shall only be granted if the Chief or the Chief's designee is given adequate notice and the absence can be scheduled so that other scheduled vacations and the operations of the District will not be adversely affected. The necessary staffing level is solely a determination of the Chief or the Chief's designee.

SECTION 2. ADDITIONAL TIME AUTHORIZATION

The District 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, request only such time as is necessary, and schedule such activities so as not to interfere with assigned duties.

ARTICLE 22. DEMOTION, DISCIPLINE, OR DISCHARGE

SECTION 1. CAUSE

Members may be demoted, disciplined, or discharged for just cause.

SECTION 2. PROMOTED EMPLOYEES

During the probationary period of one (1) year which commences upon appointment to the higher rank, members promoted may be reduced to their previous rank held before promotion without right of appeal and the grievance procedure herein.

SECTION 3. NEW EMPLOYEES

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

ARTICLE 23. GRIEVANCE PROCEDURE

SECTION 1. Grievances are defined as disputes involving the interpretation or application of this Agreement. Grievances shall be resolved in the following manner.

SECTION 2. All grievances must be initiated under the grievance procedure within thirty (30) calendar days of the alleged violation of the Agreement or within thirty (30) calendar days of the discovery of the alleged violation of the Agreement whichever is later. The grievance should include when and how the alleged violation was discovered so as to help establish and provide a level of verification of the date to when the time limits are initiated.. Any grievance not timely under this provision is waived. Extension of the time limits specified below may be accomplished through mutual consent of both parties. Either party may also designate other persons, resources or agencies to be used to facilitate an agreement or understanding if mutually agreed upon by both parties.

- Step 1: The union representative shall present the grievance in writing to the Chief. The Chief shall render a written decision within seven (7) calendar days.
- Step 2: If the grievance is not resolved at Step 1, the grievant shall submit the grievance, with a copy of the Chief's decision, to the Board of Fire Commissioners within seven (7) calendar days of receipt of the Chief's decision. The Fire Commissioners shall have discretion to determine what testimony or additional evidence, if any, beyond the written grievance and the Chief's decision is necessary to resolve the grievance, and to schedule presentation of such testimony or additional evidence. The Fire Commissioners shall submit their written decision within thirty (30) calendar days.

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Step 3: The Union may appeal an adverse decision of the Board of Fire Commissioners to a neutral arbitrator. The Union shall give written notice to the Employer of its intent to submit a grievance to arbitration within fourteen (14) calendar days of the Commissioners' decision. Within ten (10) calendar days of the Union's request to arbitrate, a representative of the Union and of the Employer shall meet and attempt to agree on a neutral arbitrator. If unable to reach agreement, they shall immediately request a list of arbitrators from the American Arbitration Association. Within ten (10) calendar days of the receipt of the list of arbitrators, the Employer and the Union shall meet, select a first strike by flip of a coin, then alternately strike the names of arbitrators on the list until only one name remains. The arbitrator shall render a decision within thirty (30) days of hearing, which decision shall be final and binding on both parties. The arbitrator shall have no power to alter, amend, or change the terms of this Agreement. The expense of the neutral arbitrator will be shared equally between both parties.

ARTICLE 24. REDUCTION IN FORCE

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

SECTION 1. PROCEDURE

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

A laid off member may bump a less senior member in a lower paid classification within the bargaining unit provided the member is qualified to do the job.

SECTION 2. RECALL

A member shall have recall rights to his same classification, or a lower classification for which the member is qualified to do the job, within two (2) years of the date of layoff. Recall shall be in reverse order of layoff.

The affected member, the Union, and all members subject to possible bumping shall be notified no less than forty-five (45) days in advance of any personnel reduction. The member shall notify the Chief or the Chief's designee in writing within five (5) working days of the member's intent to exercise the right to bump a member in a lower class. Firefighter specialty classes shall be considered separate classifications.

Laid off members 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 member. 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 25. RULES AND REGULATIONS

The Employer and Union agree that prior to adoption of any new or revised District Policies which may involve mandatory subjects of bargaining, the Chief shall submit same to the Union for review and written comment. The Union shall respond at its discretion within thirty (30) calendar days. A lack of response will indicate no concerns about the proposed policy change.

ARTICLE 26. SAVINGS CLAUSE

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 of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 27. SENIORITY

Seniority shall be determined by continuous service within the District from date of hire. Continuous service shall be broken by resignation, discharge or retirement.

During the period that the member is on an authorized leave-of-absence without pay or on layoff status, seniority shall not accrue. Upon returning to work after such layoff or leave, the member shall be granted the level of seniority previously accrued.

ARTICLE 28. STAFFING AND SUPERVISION

SECTION 1. MINIMUM STAFFING

For each shift, a minimum of a qualified driver/operator and a qualified officer or career acting officer shall be on duty within the District. Further, the Employer agrees to schedule a minimum of two career personnel on each shift. Minimum staffing qualifications may be met by any combination of qualified career or volunteer personnel.

SECTION 2. ACTING COMPANY OFFICER

In order to delineate responsibility and provide for continuity of operation, an acting lieutenant shall be designated in the temporary absence of a line officer.

In order to be designated as an acting lieutenant, the career fire fighter must have passed the District's lieutenant test and meet all District requirements for lieutenant in effect at that time. Opportunities to act on shifts where a career line officer is not scheduled shall be evenly spread among eligible firefighters utilizing a system of equal distribution adopted by the union and approved by the Chief.

When designated as an acting lieutenant, for a continuous period greater than six (6) hours, the member shall be compensated at his or her base rate plus five (5) percent.

An acting lieutenant may relinquish the designation in writing to the Chief or designee. The employee will have to retake the test and meet all District requirements to regain the designation.

SECTION 3. COMMAND OFFICER

A member of the Union may serve as Command Officer on a standby basis outside of their scheduled shift. In this role, he or she will be acting as a Command Officer, taking the command vehicle home, and must remain within the District and ready to respond. He or she will respond to all incidents when dispatched and other emergency incidents at his or her discretion, taking into account the nature of the incident and other pertinent considerations.

All members employed, who have passed the Lieutenant's eligibility exam, will be deemed qualified and eligible for Command Officer shifts. Eligible members may sign up for duty shifts.

Day Command shifts will typically consist of eleven (11) hour shifts running from 0700 to 1800. Night Command shifts will run from 1800 to 0700 the next day. This may be varied as needed to accommodate individual schedules. The member assigned shall receive two (2) dollars per hour standby pay for Command shifts. Any emergency response or other Command duties will be compensated at the member's usual overtime rate for time spent on the call and associated duties, rounded to the nearest one quarter hour. The minimum one hour overtime provision on call back, as defined in Article 5, will not be in effect when assigned as Command Officer.

SECTION 4. ADMINISTRATIVE SUPERVISION

For purposes of administrative supervision (i.e., overseeing that training is completed, complete performance evaluations, or recommend promotions), members may only be supervised by career personnel. This section does not limit the Employer from scheduling union members to work with qualified volunteer personnel serving as a shift officer.

ARTICLE 29. TRAINING CAPTAIN

SECTION 1. JOB DESCRIPTIONS

The Training Captain plans, organizes, implements, administers and directs the training of Fire District personnel and provides and maintains documentation and records of such training. Specific job duties are set forth in the Training Captain Job Description revised January, 2008.

SECTION 2. TERM

Training is a temporary assignments at the rank of Captain. Eligible members will be assigned, on a rotating basis, to serve as Captain for a term of approximately (depending on how FLSA work periods line up with the calendar) two years. The new term and all related position changes will occur at the start of the first new FLSA work period of the new year. At the end of such member's term as Captain, he or she will return to his or her former rank and contractual rate of pay. The member will have a choice of returning to his or her previous shift assignment and displacing a junior member in that position or filling any vacant position (i.e, the shift officer who will be succeeding the Captain). If a member is displaced, they will be assigned to the vacant position.

A term as Captain may be shortened for any reason if mutually agreed upon by the Chief, the Union, and the member. A term as Captain may be shortened by mutual agreement of the Chief and the Union in the event of non-disciplinary performance issues. If a term is shortened for any reason, the Union agrees to work with the Chief to mitigate any negative impacts on the members involved and the Training Program.

SECTION 3. SELECTION

To be eligible for a Captain position, a member must be a career lieutenant who meets the District qualifications for Captain as set forth in the District's Job Description for Captain, revised October, 2008.

When it becomes necessary to select a new Training Captain (either at the end of the two year term or because of an unexpected vacancy), the Chief shall solicit letters of interest from eligible members at least six (6) months before the position is to be filled. If there is more than one interested and eligible candidate for either or both positions, the lieutenant with the longest time in rank *who has not previously served a full term in the position* shall be appointed.

If no department personnel submit letters of interest for the Captain position, the Employer may appoint an eligible person from within the department ranks OR hire a person from outside the department that meets the stated qualifications.

SECTION 4. WORK SCHEDULE

The Training Captain will work a 40 hour week as described in Article 8.

ARTICLE 30. JURY DUTY

Employees shall be allowed necessary leave to serve as a member of a jury. During such leave, employees will be paid at their regular rate of pay. Any jury duty pay (exclusive of expenses) received for his/her service on a workday shall be reimbursed to the District.

Employee shall be required to report to work for any portion of his or her regularly scheduled shift during which he or she is not actually serving on a jury or waiting to be impaneled.

ARTICLE 31. PARAMEDIC TRAINING

Employees may be eligible to apply for firefighter/paramedic positions with the City of Redmond, the lead agency of the Northeast King County Medic One Consortium (NKCMOC), the District's advanced life support provider. If accepted for such a position, the employee shall transfer employment to the City of Redmond. This transfer shall be considered temporary through the first 90 days of paramedic training such that the employee may transfer back to the same or equivalent position without loss of seniority. Beyond 90 days, the transfer will be considered permanent and the former employee will be granted recall rights as defined in Section 2 of Article 24 and in Article 27 as if he or she had been laid off.

**ARTICLE 32. TEMPORARY EMPLOYEES FOR STATE
MOBILIZATIONS**

Employer may engage temporary employees as firefighters tasked to major incidents declared in accordance with the provisions of the Washington State Fire Services Resource Mobilization Plan. Such employment shall only be effective for the period of time that fire resources are committed to a state fire resource mobilization incident by the Employer. Each state fire resource mobilization shall constitute a separate event and a potential separate period of temporary employment.

No provisions of the current Collective Bargaining Agreement between Employer and Union shall apply to such temporary employees, who shall pay no union dues and have no rights or privileges under said Collective Bargaining Agreement.

ARTICLE 33. FIRE INSPECTOR

The Fire Inspector Assignment is voluntary and in addition to normal assigned duties. The position will be an integral part of an expanded fire code enforcement program being developed for implementation in 2009. Specific job duties will be set forth in the Fire Inspector job description soon to be completed.

Eligibility and Selection

Any union member who is at least a First Class firefighter is eligible. The Employer will ask for a letter of interest or equivalent when an opportunity for assignment is determined. The number of personnel assigned, if any, is at the discretion of the Employer.

If more union members are interested than positions are available, selection will be at the discretion of the Employer.

Commitment and Training

A minimum commitment of two years is encouraged. However, the assignment is not intended to be a rotation but rather a long-term assignment. Subject to the Employer's desire to continue the position, the member's desire to continue in the position, and a satisfactory annual performance review, the member will be reassigned by December 1 of each year to serve the following year.

Training will be provided by the District (time, tuition, and other).

Work Hours and Compensation

The Fire Chief or designee will assign a workload to the Fire Inspector. The work will

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typically be scheduled on a flexible basis by the Fire Inspector working with the customer.

The intent is for the work to be done on overtime. The Fire Inspector will have the discretion to do some work on shift if it is in the best interest of the program and does not unduly interfere with regular duties.

ARTICLE 34. PERIODIC RESPIRATORY SURVEY

Periodic Respiratory Surveys shall be completed by each member and evaluated by the Employer's doctor as required by law. The frequency of the survey will be determined by the Employer's doctor but will typically be annual. The Employer will pay the cost of the Survey and any follow-up questioning. If any procedures and/or testing is required by the doctor, the Employer will pay for any out-of-pocket costs that the member's Employer-provided insurance does not cover.

As the purpose of this Survey and any follow-up is to determine fitness to wear a respiratory mask, such as a self-contained breathing apparatus, which is a requirement of all firefighter positions, any member deemed not fit to wear a respiratory mask shall be immediately placed on sick leave or light duty, if available and/or appropriate. It will be the member's responsibility to seek appropriate medical treatment to remedy the situation. When deemed appropriate by the member and his or her doctor, the member will be reevaluated by the Employer's doctor. If the Employer's doctor and the member's doctor disagree on whether the member is fit for duty, a third opinion may be sought from a mutually-agreeable source.

If it is suspected that the condition preventing the member from being clear for full duty is work-related, it will be subject to the same procedures as any work-related disability.

If it is determined that the member has a chronic or long-term condition that is not work-related and that will not improve sufficiently to allow the use of a respirator and return to full duty, the member will be subject to a medically-required separation from employment when leave runs out.

ARTICLE 35. BOAT OPERATORS

The Employer has determined its Marine Program to be a primary service. Further, the Employer has established a goal to provide two District-qualified Boat Operators on duty at least 90% of the time. In order to encourage Union participation in this voluntary program, an incentive of one and one half hours of leave per month will be added to each District-qualified Boat Operator's vacation bank at the first of the following month for any month that the following is true:

- The individual Boat Operator is not on disability leave, FMLA leave, or light duty during the entire calendar month; and
- The individual Boat Operator is current on their boat training.

Any calendar month in which at least 75% of the Union membership (not counting any members on disability, FMLA, or light duty for the entire month) with over two years of career service are District-qualified Boat Operators, an additional one and one half hours of leave will be added to each eligible (as defined above) Boat Operator.

The incentive would begin October 1, 2009 or upon reaching the 75% qualified, whichever comes first. The Employer agrees to offer at least one Boat Operator Academy prior to this starting date and at least one every calendar year thereafter. The Employer further agrees that quarterly training opportunities will be made available and if not, the incentive will remain in place.

The Employer may end or suspend this incentive with 90 days notice if the boat program is suspended or ended.

ARTICLE 36. DURATION AND COMPLETE AGREEMENT

This Agreement and all of the terms and conditions herein, shall become effective January 1, 2009 and shall remain in full force and in effect until December 31, 2011. 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 this _____ day of _____, 2009.

KING COUNTY FIRE PROTECTION
DISTRICT 45:

INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, LOCAL 2878:

Chair, Fire Commissioners

Craig Hooper , President

Commissioner

Stu Rowe , District 45 Representative

Commissioner

Chief

APPENDIX A

SALARIES AND WAGES

Effective January 1, 2009 wage rates shall be as follows:

Captain (120% of 1st Class Firefighter/Driver Operator)

Lieutenant (110% of 1st Class Firefighter/Driver Operator)

Firefighters:

1st Class Fire Fighter/Driver Operator: \$6118 per month

2nd Class Fire Fighter/Driver Operator: (90% of 1st Class Firefighter/Driver Operator)

2nd Class Fire Fighter: (85% of 1st Class Firefighter/Driver Operator)

3rd Class Fire Fighter/Driver Operator: (80% of 1st Class Firefighter/Driver Operator)

3rd Class Fire Fighter: (75% of 1st Class Firefighter/Driver Operator)

Probationary Fire Fighter: (70% of 1st Class Firefighter/Driver Operator)

Effective January 1, 2010, the wage rate for 1st Class Firefighter shall be increased by a cost-of-living adjustment equivalent to the increase, if any, in the Consumer Price Index (CPI-U, Seattle-Tacoma-Bremerton) from June 2005 through June 2006, from a minimum of 2% to a maximum of 5%.

Effective January 1, 2011, the wage rate for 1st Class Firefighter shall be increased by a cost of living adjustment equivalent to the increase, if any, in the Consumer Price Index (CPI-U, Seattle-Tacoma-Bremerton) from June 2006 through June 2007, from a minimum of 2% to a maximum of 5%.

Footnote 1. Annual rate is monthly rate times 12.

Footnote 2. Pay Period wage is annual rate/24 pay periods.

Final

Footnote 3. Hourly rates are determined by dividing the Annual Rate by the annual hours scheduled to work.

Final

APPENDIX B

SCHEDULE B

	S	M					
	un	on	ues	ed	hurs	ri	at
W eek 1	A	A					
W eek 2	D	A					
W eek 3	D	D					
W eek 4	C	D					

*Plus one (1) Debit Day scheduled per 24 days Shifts are from 0700 to 0700 hours.

Final