



LABOR AGREEMENT

BY AND BETWEEN

KING COUNTY FIRE PROTECTION DISTRICT #2

**15100 8TH AVENUE SOUTHWEST
BURIE N, WA. 98166
206 242-2040**

AND

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL #1461

**P.O. Box 66360
Burien WA 98166**

2009 - 2011

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**2009-2011
AGREEMENT BETWEEN
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL 1461
AND
KING COUNTY FIRE DISTRICT #2**

This agreement is made and entered into this March 2, 2009, by and between the **International Association of firefighters, Local 1461** (hereinafter "Union") and **King County Fire Protection District #2** (hereinafter "District"). The term of this agreement shall be January 1, 2009 through December 31, 2011 unless otherwise provided herein. This agreement shall be subject to change and modification as may be mutually agreed upon by the parties hereto in writing. 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 unaffected.

CATEGORY: RIGHTS / RESPONSIBILITIES OF THE PARTIES

**ARTICLE 1
RECOGNITION AND COVERAGE OF AGREEMENT**

Section 1.1

The District hereby recognizes the Union as the exclusive representative of all employees in the bargaining unit and the Union recognizes the responsibility of representing the interest of all such employees.

Section 1.2

The bargaining unit to which this agreement applies shall consist of all uniformed fire fighters in the positions in the unit, including Shift Operations Battalion Chief, excluding officers excluded by RCW 41.56.030 (2). With respect to any new uniformed positions, if agreement cannot be reached as to bargaining unit status, then such positions will be presented to the Public Employment Relations Commission (PERC) for unit clarification

**ARTICLE 2
UNION MEMBERSHIP AND CHECKOFF**

Section 2.1

All employees subject to this agreement who are not members of the Union on the effective day of the agreement, and all employees subject to this agreement who are hired at a time subsequent to the effective date of this agreement, shall, as a condition of employment, join and maintain membership in the Union. Or, alternatively, exercise the right of non-association of public employees based on a bona fide religious tenets or teachings of a church or religious body of which public employee is a member by contributing the equivalent of the regular Union dues and initiation fee to a non religious charity, or to another Charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such public employee would otherwise pay the dues and initiation fee. The public employee shall furnish written proof that such payment has been made. If the public employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations

Commission (PERC) shall designate the charitable organization. Employees who fail to comply shall be discharged.

Section 2.2

Subject to 2.1 all employees subject to this agreement who are not members of the Union on the effective date of this agreement, and all employees subject to this agreement who are hired at a time subsequent to the effective date of this agreement shall, as a condition of employment, become members in good standing of the Union within thirty (30) days of the effective date of this agreement, or within thirty (30) days of the hire date, whichever is applicable. Such employees shall maintain membership in the Union in good standing during the period of this agreement.

Section 2.3

The District shall make deductions for Local 1461 dues, initiation fees, Credit Union or any District authorized Bank. Deductions shall be made from wages of employees who execute properly written authorization that such deductions shall be remitted to the Treasurer of Local 1461, the Credit Union or banking institution as applicable.

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

Section 2.4

In accordance with Chapter 41.04 R.C.W., for the purpose of Federal Income Tax reporting, the gross income of all personnel shall be reduced by the amount of the contribution paid into the deferred compensation and WSCFF Employee Benefit Trust (MERP) programs by the employee. Employees shall be governed by the requirements of the plans. Changes to the deductions are limited to January and July each year. The Union recognizes that the District provides these payroll deductions as a benefit to the employees.

ARTICLE 3
RIGHTS OF EMPLOYER

Section 3.1

Any and all rights concerned with the management and operations of the District are exclusively that of the Board of Commissioners unless otherwise provided by the terms of the Agreement. The Board of Commissioners has the authority to adopt rules for the operation of the District and conduct of its employees, provided such rules are not in conflict with the provisions of this Agreement. The Board of Commissioners has the right (among other actions) to discipline, lay off, or discharge employees in good faith for good cause; also to assign work and determine duties and performance standards of employees; to determine, establish and or revise the method, processes and means of providing departmental service, to schedule hours of work, to determine the number of personnel to be assigned duty at any time, the right to hire temporary employees for a period of time in excess of two (2) weeks and to perform all other functions not otherwise expressly limited by this Agreement.

Section 3.2

The above statement of management rights is not intended to be exclusive and shall not be construed to limit or exclude any historical or normal rights of management.

ARTICLE 4 RIGHTS OF EMPLOYEES

Section 4.1

The provisions of the Agreement shall be applied equally to all employees in a bargaining unit without discrimination as to age, marital status, race, color, creed, religion, national origin, mental sensory or physical disability (unless a bona fide occupational qualification exists), sex or Union affiliation. The Union shall share equally with the employer the responsibility for applying the provisions of the Agreement.

All references to employees in this contract designates both sexes and wherever the male gender is used, it shall be construed to include male and female employees.

Complaints regarding discrimination in violation of this section may be processed under the grievance procedures (Steps 1 and 2 only) of this contract. Nothing in this section shall limit or preclude pursuit of any remedy for discrimination available under State and Federal Law.

Section 4.2

Rights and privileges enjoyed by the employees at the present time, which are not included in this Agreement shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by mutual consent. The above statement of employee rights is not intended to be exclusive, and shall not be construed to limit or exclude any historical or normal rights of the Union, but shall be subject to the following standards:

- A. Unwritten Rights:** These are rights and privileges that are clear, well established and long standing. There must be proof of their existence and the parties must be aware of it's existence. In the absence of a written agreement, a prevailing right must be
 - 1. Unequivocal
 - 2. Clearly enunciated and acted upon; and
 - 3. Readily ascertainable over a reasonable period of time as a fixed and established practice accepted by both parties.In order for these rights to be binding, bilateral action is required.

- B. Written Rights:** These rights must not be otherwise addressed in this Agreement. They must be in writing, approved by the Chief or his designee. They must have been in effect when the Agreement was signed by both parties. They must fall into the category of a benefit to employees in general as opposed to matters that involve methods of operation or control of the working force (except perhaps indirectly).

Section 4.3

Each employee shall have the right to bring matters of personal concern to the attention of the appropriate Union representatives and or appropriate officials of the District.

ARTICLE 5
RULES and REGULATIONS

The Union agrees that its members shall comply with all Fire Department rules and regulations, including those relating to conduct and work performance. Proposed changes in rules and regulations (i.e., DOD's, SOP's, PPG's and department directives) will be presented to the Local Union for review prior to implementation of a change, except for bona fide emergencies. This review period shall not be longer than thirty (30) days.

ARTICLE 6
EMPLOYEE / UNION RELATIONS

Section 6.1

One day of each month the Chief of the District may hold an open discussion meeting for all employees from Local 1461. This session may be to air complaints, suggestions and other relevant information. This should be of one or two hour duration, during a weekday, between the hours of 08:00 and 16:30. These meetings shall be announced at least ten working days before the meeting. Employee attendance at such meeting shall not be mandatory.

Section 6.2

For the purpose of on-going dialogue between Union and the District regarding matters of general concern to employees as opposed to grievance or collective bargaining issues, a labor-management committee will be established jointly by the District and the Union. Either the Union or the District may call a meeting to discuss such matters. Meetings will be scheduled at mutually agreeable times and places. Normally, meetings will be held on a bimonthly basis. The agenda for these meetings will be prepared jointly and coordinated by the Union President and the Fire Chief, or their designees. No overtime will be paid for attendance at such meetings.

ARTICLE 7
GRIEVANCE PROCEDURE

The purpose of the grievance procedure is to provide an orderly means for individual employees covered by the contract to present to the employer grievance matters which they believe require attention or adjustment in the interest of a better operation. Grievances or disputes regarding the labor agreements or application of the district rules, (Resolution 96-04), shall be resolved in strict compliance with the procedures set forth herein. When the term "days" is used, it shall refer to the days Monday through Friday as opposed to calendar days.

Step One: The Union shall establish a grievance committee consisting of its own members. The grieved employee(s) shall submit his or her grievance to the Union grievance committee as the first step within the grievance procedure. Upon reviewing the complaint, the committee shall give their determination of the validity of such to the employee. If the committee recommends the continuation of the grievance, written notification of such shall be attached to the grievance

notification within Step 2 of this procedure. This section does not restrict the employee from pursuing a higher level of authority to determine the validity of a grievance. Employees pursuing a grievance without assistance of the union, shall not be entitled to proceed past Step Three (3) of the grievance procedure.

Step Two: The employee / grievance committee shall first 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 / grievance committee shall submit the written statement of grievance to the Chief (or if he is absent, to the Chief's designee) within twenty (20) days. In the event the employee / grievance committee does not present such grievance within twenty (20) days of its occurrence, the grievance shall be invalid and subject to no further processing. The parties will have ten (10) days from submission of the written statement of the grievance to resolve it by indicating on the statement of the grievance the dispositions. If any agreeable disposition is made, all parties to the grievance shall sign it. The employee shall have the right to be accompanied by and represented by a Union representative at this step of the grievance procedure and at all other steps of the grievance procedure.

Step Three: If no settlement has been reached within ten (10) days referred to in the proceeding sub-section, and the employee / grievance committee believes the grievance to be valid, a written statement of grievance shall be submitted within fifteen (15) days to the District Board of Commissioners. After such submission, the parties will have thirty (30) days from the submission of the written statement of grievance to resolve it by indicating on the statement of grievance to disposition. If any agreeable disposition is made, all parties to the grievance shall sign it. The Board of Commissioners reserve the right to summon the employee for their oral statement of grievance. The employee reserves the right to appear before the Board of Commissioners to explain his grievance.

Step Four: If no settlement is reached in Step three, either party may request mediation from the Public Employment Relations Commission (PERC) within ten (10) days after the Board of Commissioners have acted upon the grievance.

Step Five: If no settlement has been reached in Steps Two, Three or Four herein, and the grievance committee believes the grievance to be valid, within twenty (20) days after the decision of the Board of Commissioner, or within twenty (20) days after the conclusion of mediation, whichever comes later, the grievance committee may request arbitration, which request shall be in writing. A representative of the District's Commissioners and the employee and or his Union representative shall meet within seven (7) days of the date of written request for arbitration and shall attempt to agree upon an arbitrator. If the parties cannot agree within three (3) days after such a meeting to appoint an arbitrator, the parties shall jointly request the Public Employment Relations Commission (PERC) to provide a list of nine (9) arbitrators, from which the parties will select the arbitrator. The District and the aggrieved party shall alternately strike one name from the list until only

one name remains. The order of striking shall be determined by the toss of the coin, the loser striking the first name. The one name remaining shall be the arbitrator.

The Arbitrator shall hold a hearing at which the parties may submit their cases concerning the grievance. The Arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change or modify the terms of this agreement and the Arbitrator's power shall be limited to interpretation and application of the express terms of this agreement.

The decision of the Arbitrator shall be final and binding upon the District and the employees involved.

The cost of the Arbitrator shall be borne equally by the District and the Union and each party shall bear the cost of presenting its own case.

The Arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the arbitration hearing. There may be some instances where an outside agency may be used for arbitration in lieu of PERC, if both the Union and District agree.

ARTICLE 8 **PERFORMANCE OF DUTY**

Nothing in this Agreement shall be construed to give an employee the right to strike and no employee shall strike or refuse to perform his assigned duties to the best of his ability during the term of this Agreement. The Union agrees that it will not condone or cause any strike, slow down, mass sick call or any other form or work stoppage or interference to the normal operation of the District during the term of this Agreement.

ARTICLE 9 **SENIORITY**

Section 9.1

Seniority shall be the determining factor in choice of vacations and choice of holidays, except as otherwise provided in this Agreement.

Section 9.2

Seniority shall mean an employee's length of employment with the District.

Section 9.3

Seniority for reduction in rank shall mean an employee's length of employment within a classification with the District.

ARTICLE 10 **REDUCTION and RECALL**

In case of personnel reduction and recall, seniority defined as length of employment with the District, shall prevail. A recall list shall be established and be in effect for a period of three (3) years from the date of the layoff. During that period of time recall shall take place in reverse order of layoff, provided the employee being recalled remains medically and physically qualified for the position to which he is recalled. A six (6) month probation period will be required of anyone rehired after the second year.

ARTICLE 11
SHOULDER PATCHES

The District shall provide employees in the bargaining unit with District approved and required patches. It is understood that there will be no reference to IAFF #1461 on patches. However, an employee may wear one pin with the IAFF logo on it.

CATEGORY: MONETARY COMPENSATION

ARTICLE 12
WAGE SCHEDULE

Section 12.1

1. B.F.W. is defined as Basic Fire Fighter Wage.
2. CPI-W is defined as Consumer Price Index for Urban Wage Earners and Clerical Workers as published by the U.S. Department of Labor for the Seattle – Tacoma-Bremerton area from October to October.
3. From January 1, 2009 to December 31, 2009 the B.F.W. will increase 4.5% to \$ 6138.56
4. From January 1, 2010 to December 31, 2010 the B.F.W. will be increased by 4.5% to \$ 6414.80.
5. From January 1, 2011 to December 31, 2011 the B.F.W. will be increased by 4.5% to \$ 6703.46

Section 12.2

For firefighters hired after January 1, 2009, the pay scale shall be as follows:

Probationary Fire Fighter (0-12 months)	B.F.W. x 70%
Third Class Fire Fighter (after 12 months)	B.F.W. x 85%
Second Class Fire Fighter (after 24 months)	B.F.W. x 90%
First Class Fire Fighter (after 36 Months)	B.F.W. x 100%
Shift Lieutenants	B.F.W. x 113%
Day Lieutenant	B.F.W. x 122%
Shift Battalion Chief	B.F.W. x 133%

Section 12.3

Each employee shall receive a monthly wage increase of 1.75% for each five years of service with the District. Such percentage shall be based on the employee's total monthly earnings including premium pay.

Section 12.4

The District will buy coffee, coffee filters, tea, sugar and creamer for employees.

Section 12.5

Social Security: The District agrees to sponsor, without cost to the District, the Burien Firefighters Retirement Fund (the "Fund"), which will be directed by representative(s) of

the District and the Union. Effective immediately upon and for periods after the LEOFF I and LEOFF II employees' removal from Social Security, the District shall make the following contributions on behalf of the bargaining unit employees to the Fund: Six and two tenths percent (6.2%) of the taxable wage base of each member of the bargaining unit, to a maximum of the annual employer contribution maximum for Social Security OASI. Contributions shall be computed and deposited monthly to an account for each bargaining unit member. If the employer's percentage contribution for Social Security OASI changes, the District's percentage contribution to the Fund shall change to that same percentage. If the bargaining unit employees return to Social Security coverage for any reason, the contributions under this section to the Fund shall immediately cease. The employee has the option to add equivalent to employees base pay when employee is within 5 years of employees normal LEOFF II retirement age. (subject to change in investment contract language.)

Section 12.6

Medicare Exemption Premium: For those bargaining unit employees hired prior to April 1, 1986 who are removed from Medicare coverage, commencing effective with the effective date of removal, the District will pay to each employee an amount equal to 1.45% of the employee's taxable wage base (the "Medicare Exemption Premium"). Such payment will be considered supplemental, and will not be part of the employee's base wage. If the percentage contribution for Medicare coverage changes, the Medicare Exemption Premium shall change to the same percentage. If any bargaining unit employees receiving the Medicare Exemption Premium becomes part of the Medicare system at a date after the effective date of this amendment, the Medicare Exemption Premium shall cease immediately with the return to Medicare. Bargaining unit employees hired on or after April 1, 1986 shall continue Medicare coverage and shall receive no exemption pay.

Section 12.6.1

Retroactive Medicare: All employees hired before April 1, 1986 shall have a referendum vote to enroll into Medicare. Individuals who vote "yes" can begin paying into Medicare on a monthly basis.

The following is the process:

Step #1

The employer shall agree to hold a divided referendum process

Step #2

The employer submits a resolution of support to the State Social Security Administrator for consideration.

Step #3

Once approved, the employer posts a notice of the referendum vote that shall be posted 90 days prior to the secret ballot being held.

Step #4

After 90 days, the ballot may be held wherein all LEOFF or other applicable retirement systems employees hired prior to April 1st, 1986 will be afforded the opportunity to vote on whether or not they want to start paying into Medicare on a monthly basis.

Step #5

The ballot is a "secret ballot" per the requirement of the law, and shall be supervised by a member appointed by the Employer.

Step #6

After the ballots are in, then those members who vote against paying into Medicare (or those who do not vote at all) do not have to do anything; they shall not pay into Medicare. The employee shall continue to receive 1.45% wage increase.

Step #7

After the ballots are in, those who vote to begin paying into Medicare shall be allowed to do so at a time mutually agreed upon by the Employer and Union.

Step #8

No later than January 1, 2010, those employees who voted to pay into Medicare will have their salary deducted each month to be transmitted for Medicare payments.

Up to 5 years of retroactive Medicare tax payments, only back to June 12th, 2008, can be paid into the Medicare system for an employee. Coordination of the reports and payments, through the State Social Security Administrator, are the responsibility of the employer.

Employees who vote “yes” to begin paying into Medicare have to agree (by a majority of voting) to have retroactive coverage. If a majority of those voting affirm they want to have retroactivity, then ALL employees in this group must abide by any retroactivity and must abide by any retroactive provisions agreed between the employees and the employer. The Medicare vote will be held in June 2009. All retroactive payments will be the responsibility of the employee. Once an employee is enrolled in Medicare they will no longer receive an extra 1.45% wage increase, in place the district will make Medicare payments consistent with other employees.

Section 12.8

Employees, hired prior to January 1, 2000, who acquire an Associates Degree in Fire Administration / Fire Investigation or other District approved degree program, shall receive an additional wage increase of 1%. Such percentage shall be based on the employee’s base monthly earnings.

ARTICLE 13
EMERGENCY MEDICAL TECHNICIAN

Section 13.1

All full-time employees shall maintain the E.M.T./ DEFIB Certification. No premium shall be paid for said certification. Employees who fail to pass re-certification examination shall be responsible for future training and examinations on their own time until E.M.T./ DEFIB Certification and/or re-certification is achieved. Employees who fail re-certification shall be reduced in salary one step for each six month period the employee remains non-certified until such time as certification is achieved. The reduction will begin six (6) months after the certification expires.

Section 13.2

The employer will provide all probationary fire fighters that need to obtain their E.M.T./DEFIB Certification a schedule of classes. It will be the responsibility of the probationary fire fighter to attend those classes, whether on or off duty.

Section 13.3

Employees transferred to other than emergency response crew, need not continue to remain certified as an E.M.T./DEFIB. Emergency response personnel will make every attempt to maintain their E.M.T./DEFIB Certification.

Section 13.4

The employer, whenever possible, will schedule E.M.T./ DEFIB Certification / Re-Certification classes in such a manner that fire fighters can attend on duty. If a situation arises, i.e. vacation, holidays, disability, off shift, etc., whereby an employee cannot get the required training on duty, that employee will be paid at their regular hourly rate for all time spent in class he/she is required to attend off duty. The employer will furnish transportation to and from headquarters station to the class when available, or pay the employee at the standard mileage rate to and from the station to the class.

ARTICLE 14 **CALL BACK PAY**

Section 14.1

All employees covered by the terms of this contract, who are called back to work from off duty beyond scheduled work- week, shall be paid at the rate of time and one-half, with a minimum of four (4) hours except:

- a. Employees responding on off duty time to an emergency, in the form of an all call or Zone 1 callback by a chief officer shall be paid at the rate of time and one-half at the following rate:
 1. A one (1) hour minimum.
 2. Over one (1) hour of work = Two (2) hour minimum
 3. Over two (2) hour = Actual time worked.

- b. No minimum will be paid if the emergency response time worked is an extension of the employee's shift.

Section 14.2

Officers who are not out of town on the day of a meeting can be called back for Officers' Staff meetings that have been scheduled at least three (3) days in advance and paid at the rate of time and one-half with a ninety (90) minute minimum. Officers will be excused on a case by case basis by the Fire Chief

Section 14.3

When an employee is called back two (2) hours or less before the beginning of his regularly scheduled shift, he shall receive pay for the actual time worked prior to his regular shift. The District has the right to call the employee scheduled to work rather than go to the "rotation" list.

Section 14.4

The Union shall maintain and administer a callback / overtime call list approved by the District that shall distribute overtime fairly to all employees.

Section 14.5

Upon mutual agreement of the Union, Management and the Employee(s) involved, personnel may be called back at that person's overtime rate of pay for special projects (i.e. Kid's Day, Fire Prevention and other projects) that may be specific to that person or group of persons. This callback may be initiated without the use of the overtime rotation list. Personnel shall receive a minimum of two (2) hours for such call back.

Section 14.6

In lieu of overtime pay, an employee may receive comp time at time and one-half, if mutually agreed on by Employee and Employer. Comp-time usage shall be allowed under the provisions of 22.3 in this document.

ARTICLE 15
MEDICAL AND DENTAL COVERAGE BENEFITS

Section 15.1

The District agrees to pay 100 % of the premium for the WSFCA Comp Plus PPO Plan 1 for employee, spouse, and eligible dependents as defined in the plan.

Section 15.2

The District agrees to contribute one hundred percent (100%) of the dental coverage premium for all employees and dependents covered under the Agreement with Washington Dental Service.

ARTICLE 16
DUTY OUT OF RANK

Section 16.1

Lieutenant vacancies will be filled by a qualified employee or by the Chief or his designee, if he is on duty.

Section 16.2

Each station shall have a Lieutenant on duty. When the Lieutenant is not on duty, the Fire Fighter on shift who holds the highest position on the Lieutenant Eligibility list shall be assigned to the Lieutenant's duties. If no one is on the acting list, the firefighter with the most seniority will fill the position. The District will pay said employees an hourly premium as follows: 110% of base firefighter hourly wage for those on the Lieutenant eligibility list, or 105% of base firefighter hourly wage for those by seniority, with pay beginning with a minimum of four consecutive hours worked.

For 2009 the rates will be: \$2.80 per hour , and \$1.40 per hour.

ARTICLE 17
FIRE PREVENTION

Section 17.1

The Lieutenant Inspector position shall be filled as a promotion from the Lieutenant promotional list. The Fire Chief will interview the top three candidates from the current list and make the promotional appointment. In the event one or more current Lieutenants are interested in the position they will be interviewed as well. If one of them receives the appointment, they will move to the Marshals' office and that Lieutenant position will be filled per the District Rules.

The District shall determine how many inspectors' positions are required at any given time.

ARTICLE 18
MILEAGE ALLOWANCE

Section 18.1

An employee required to use his own private car while on a regular tour of duty for authorized District business, shall be compensated at a rate determined by motion of the Board of Commissioners.

ARTICLE 19
QUARTERMASTER SYSTEM

Section 19.1

The District shall provide uniforms under a Quartermaster System.

Section 19.2

All protective clothing and protective devices currently required to be used or possessed by employees in the performance of their fire fighting duties shall be furnished to the employees by the District. The employee shall be responsible to secure and take reasonable care of such items.

CATEGORY: HOURS OF WORK AND PAID LEAVES

ARTICLE 20
HOURS OF DUTY

Section 20.1

The hours of work for bargaining unit personnel shall be as follows:

Fire Suppression Personnel - Fire Suppression Lieutenants and Fire Fighters shall be assigned to a twenty-four (24) hour work shift beginning at 07:00 hours and ending at 07:00 hours the following day. Personnel shall work a Modified Detroit schedule (i.e. 24 hours on duty, 24 hours off duty, 24 hours on duty, 24 hours off duty, 24 hours on duty, 96 hours off duty) with 24 hour "Kelly" shifts scheduled by the District prior to November 1 for each succeeding calendar year. Such "Kelly" shifts shall be scheduled evenly throughout the calendar year. The established work period shall be an average of 50.5 hour contractual work week with a 27 day FLSA cycle.

For 2010, the Kelly day cycle shall be changed to: (1) "K" day after 8 shifts worked. (49.91 hours/week)

For 2011 the Kelly day cycle shall be changed to: (1) "K" day after 7 shifts worked. (49.13 hours/week)

Section 20.2

Light duty personnel (as outlined in Article 23) shall work a shift mutually agreed upon by the Employee, Union and the District.

Section 20.3

Day-shift bargaining unit personnel shall be assigned to a 42.5 hour work week. The work week will be Monday through Friday from 08:30 hours to 17:00 hours, subject to

change for special inspections. Change of hours subject to Employee and Management agreement. In lieu of overtime pay, an employee may receive comp time to be scheduled at the employee's request.

Section 20.4

All personnel in the bargaining unit shall receive a one hour lunch break and two fifteen minute rest breaks , during the periods of 10:00 hours to 11:00 hours and 14:00 hours to 15:00 hours. These periods may be changed due to the demands of emergency service.

Section 20.5

Physical Exams - Employees working the fire suppression crew scheduled shall receive time off to take any physical exam required by the District.

Section 20.6

Shift personnel shall perform 15 minutes of "productivity work" each evening, excluding those days listed under Holiday schedule dates.

ARTICLE 21
HOLIDAYS

Section 21.1

Fire Suppression personnel shall receive 132 hour paid leave per year (pro-rated to reflect the portion of the year completed) in lieu of holidays, which shall be taken in the calendar year earned. Holidays shall be administered under the same guidelines as vacation leave, with the exception of carryover and sellback. All Holiday time must be used or sold back by years end.

Section 21.2

For Day-shift personnel, the following holidays are recognized and observed:

Memorial Day Thanksgiving Day Labor Day Christmas Day
Independence Day New Year's Day 5 Floating Holidays

Day-shift employees shall receive the above holidays off. If a holiday falls on a Saturday or Sunday, the hours may be used at another time.

Section 21.3

Employees working a 24 hour shift will follow a "Holiday Schedule" on the holidays listed below:

New Years Day (January 1)	Memorial Day (Last Monday in May)
Labor Day (First Monday in September)	Thanksgiving Day (4th Thursday in November)
Remembrance Day for fallen Firefighters (September 11)	
Christmas Eve (December 24) 1200-0700	Christmas Day (December 25)

Holiday schedule for 24-hour shift personnel will include routine house duties, daily vehicle maintenance checks, washing of vehicles (as needed), emergency responses, fire investigation functions and emergency repairs to vehicles and equipment. It is further intended that the Fire District will participate in civic and community activities; i.e. public display, parades, etc.

ARTICLE 22
VACATION

Section 22.1

Fire Suppression and Prevention personnel - In consideration of paid vacation leave for each fire fighter and officer shall accrue vacation leave as follows, to be scheduled and taken in the next calendar year:

<u>During Year</u>	<u>Accrual of Vacation Hour</u>
1 - 3	96
4 - 6	144
7 - 9	168
10 - 12	192
13 - 15	216
16 -19	240
20+	264

Section 22.2

Employees shall be allowed to accumulate vacation (not Holiday) hours to an amount not to exceed one and one-half (1-1/2) times their yearly vacation credit.

Section 22.3

Each shift shall be allowed a maximum of three (3) personnel scheduled off. This shall be inclusive of Vacation, Holidays, Kelly days and Comp-time. Comp-time shall be taken on a first come first served basis (with seniority being the tiebreaker) after vacation and holiday bidding

Section 22.4

Accrued time off bidding will be performed as follows:

Employees shall make time off requests by December 1 for the following year. Time off shall be bid in rounds of 3 shifts. For the first two rounds, the bidding shall be restricted to one set of shifts per round (a set of shifts shall consist of the three shifts following the shifts normal 96 hour break). After the bidding has completed two rounds, the bidding will remain in sets of three but does not necessarily have to be in the same set of shifts. The most senior man on the shift will be allowed to bid first then pass the calendar to the next senior man, until the calendar has been passed to everyone eligible to bid. This process shall continue the same until everyone has used up all the time they intend to bid.

There shall be a master calendar made up for each shift on accrued time off bids to be turned into the Chief or his designee. Any conflicts on the bids turned in for time off shall be resolved by checking the master calendar and awarded accordingly. Only fire fighters that have been employed with KCFD #2 for 36 months or more, by the beginning of the year being picked, will be allowed to participate in the bidding process. Those that do not have a minimum of 36 months will bid for the time left, by seniority, after the other members of the crew are done.

Changes in accrued time off, once scheduled, will be allowed with a minimum of thirty (30) days notice. The maximum amount available to change will be 72 hours in one calendar year Changes will be made for available days only. Exceptions may be made

for extenuating circumstances at the sole discretion of the Chief or his designee. The Chief's decision, or his designee will be final and without right of appeal.

For 2009 only, all scheduled Holiday time may be cancelled and sold back.

Section 22.5

Employees shall have the option to have a maximum of one-half of their annual vacation and all annual holiday accrual bought back by the District. Request shall be made in writing and submitted by November 30 and payment made on December's paycheck

Section 22..6

Employees shall have the option to have a maximum of one-half of their yearly vacation credit bought back by the District. Request shall be made in writing and submitted by November 30th and payment made on December's paycheck.

Section 22.7

Terminating Employees - Employees leaving the employment of the District for any reason shall have their holiday and vacation leave pro-rated based on the portion of the calendar year completed.

Section 22.8

When days become available due to unforeseen changes in shift staffing, those days will be available first by seniority with a maximum of a 14 day period. This fourteen day period shall commence on the effective date of new assignment. After the 14 day period, it will be first come, first serve.

ARTICLE 23
SICK LEAVE

Section 23.1

Any new L.E.O.F.F. II employee hired shall immediately be entitled to ninety (90) hours of sick leave. After six (6) months of service the employee shall accrue sick leave at the rate of fifteen (15) hours per month.

Section 23.2

Whenever a L.E.O.F.F. II employee is injured on the job and compelled to seek immediate medical treatment, the employee will be compensated in full for the remaining part of the day of injury without effect to his/her sick leave or vacation account. Thereafter, the employee may elect to use accrued sick leave to supplement Industrial Insurance benefits as provided by Ch.41.04 RCW. Any earned vacation may be used in a like manner after sick leave has been exhausted.

To be eligible to receive the "whole pay supplement" the employee must properly endorse and promptly deliver their Industrial Insurance benefits check to the administrative offices of the District. The check shall be received or post marked no later than 7 business days from the date of receipt.

Approval of late delivery is at the discretion of the Chief or his designee

Section 23.3

On the job injury provisions shall be as provided in the Washington State Law Enforcement and Fire Fighters Retirement Act for employees hired prior to October 1, 1977.

Section 23.4

On the job provisions for L.E.O.F.F. II employees shall reflect amendments made by the Legislature during the term of the 1984 - 86 agreement (e.g. SHB 435). In the event legislation is passed whereby L.E.O.F.F. II benefits are amended further to provide sick leave and or disability protection, then the parties agree to modify the terms of this Article to ensure compatibility of benefits between L.E.O.F.F. I and L.E.O.F.F. II employees as provided for herein and to be concurrent with the effective date of such legislation.

Section 23.5

A monthly record of sick leave usage will be provided to the Union and employees in the bargaining unit. The Union accepts its responsibility to cooperate with the District in assuring that the employees use sick leave solely for bona fide illness or for the following, pursuant to RCW 49.12.270..., to care for: (a) A child of the employee with a health condition that requires treatment or supervision; or (b) a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition. Sick leave shall not be utilized for any other purpose. Any person utilizing sick leave for any purpose other than mentioned above shall be subject to disciplinary action up to and including discharge. District Officers included in the bargaining unit acknowledge that it is the Officer’s responsibility to administer District policies regarding sick leave usage.

Section 23.6

Any L.E.O.F.F. II employee injured on the job may petition the Chief asking to be returned to Light Duty status contingent upon the following:

- a. The physician treating the employee must furnish a release to “Light Duty” status listing the type of work the employee is allowed to perform.
- b. The Chief feels there is justification and there exists a meaningful job to perform. The Chief’s decision will be final and without right of appeal.

Section 23.7

When any L.E.O.F.F. II employee retires or separates from service with King County Fire District #2, the employee will be able to sell back any accrued unused sick leave according to the following rate:

1 - 5 years of service	= 10%
6 - 10 years of service	= 20 %
11 - 15 years of service	= 30%
16 - 20 years of service	= 40%
21 - over years of service	= 50%

The accumulated value will be computed on the basis of the employee’s hourly wage times the number of accrued, unused hours. The payment will be made by the district at the end of January of the year following the year of separation.

Section 23.8

In the event of a life-threatening accident or illness to the employee’s spouse or child, the employee may be granted leave from work to attend to the immediate need of the family

members. Such leave will be subject to the approval of the Chief or his designee. If the employee is off duty at the time of occurrence, the employee will notify the Chief or his designee and the required paperwork will be completed upon returning to work. The employee will use accrued sick leave, if any is available.

Section 23.9

After thirty days of an off duty disability, L.E.O.F.F. II employees may use up to 100% of accrued sick leave and return to the employer any funds received from Standard Disability Insurance Program, for the purpose of buying back up to 60% of their sick leave benefit, not to exceed 10 months from time of injury.

ARTICLE 24 **SHIFT TRADES / STANDBYS**

Section 24.1

The following provisions shall be applicable to both shift trades and standbys:

- a. Requests for shift trades and standbys shall be in writing on a District provided form.
- b. Employees trading shifts or standing by must be of equal rank or on a promotional list for that rank.
- c. Shift trades must be re-paid within sixty (60) days.
- d. Shift trades must not interfere with the efficient operation of the District, training assignment or work of employee; employees shall be allowed to be involved in sixteen (16) shift trades per calendar year. (An exchange of K-Days within a shift is not considered a shift trade).

Section 24.2

In order for a shift trade to be approved, it shall be:

- a. Submitted in writing to the Chief or his designee.
- b. Submitted at least seventy-two (72) hours notice prior to shift trade, during the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday.
- c. Employees must submit the appropriate form with dates and times of trade. The total number of hours traded must be equal for each employee.

Section 24.3

In order for a shift standby to be approved it shall be:

- a. Submitted in writing to the employee's shift officer for periods of four (4) consecutive hours or less during any twenty-four (24) shift.
- b. Submitted with at least forty-eight (48) hours notice prior to the shift standby.
- c. Submitted for increments of four (4) hours for attending fire service related classes or other legitimate reasons.

Section 24.4

The District will permit 10 days off per year for Union Leave Time, which shall be at no cost, liability, responsibility or obligation to the District from any entity or agency. The Union will supply all replacement personnel, and the days are to be determined by the Executive Board of the Union at their discretion. If there is any obligation to pay acting pay because of the Union standby, the union will pay acting pay to the individual involved. The Union agrees to indemnify, hold harmless and defend the District from all claims of any state, federal or municipal governmental agency, entity or District employee relating to the matter of Union Leave Time, wages paid, applicable deductions and/or withholding, or any related matter or issue.

ARTICLE 25
BEREAVEMENT LEAVE

Section 25.1

In the event of death within the immediate family of an employee, the employee shall be granted a maximum of five consecutive days of bereavement leave, if the service is in the State. If the Service is outside the State seven consecutive days bereavement leave shall be granted. . Bereavement leave shall be allowed with no loss of pay. The immediate family shall be defined as wife, husband, son, daughter, step-children, mother, father, brother, sister, mother-in-law, father-in-law, and grandparents of the employee. Exceptions may be allowed if approved by the Chief of the Department.

ARTICLE 26
JURY DUTY

Section 26.1

All employees shall be allowed necessary leave to serve as a member of a jury. During such leave, employees will be paid 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.

Employees shall be required to report to work for any portion of their regularly scheduled shift during which they are not actually serving on a jury or waiting to be impaneled.

ARTICLE 27
MILITARY LEAVE

Section 27.1

Normal Active Training, or Active Duty Training as required by RCW 38.40.060., RCW 73.16.031-061 and any applicable federal regulations or orders that may apply, every employee who is a member of Washington National Guard or of the Army, Navy, Air Force, Coast Guard, or Marine Corps reserve shall be granted military leave of absence from the department for a period not exceeding thirty (30) working days during each 12 month period from September to September. A “working day” will be defined as a 24 hour day beginning and ending at midnight.

- a. Such leave shall be granted in order that the person may report for scheduled Active Training (AT) or take part in required "On Orders" active duty for training (ADT).
- b. Such military leave of absence shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges or pay.
- c. During the period of military leave, the employee shall receive their normal pay.
- d. The Employee must report to his or her employer by the beginning of the first regularly scheduled work period that begins on the next calendar day following completion of service, after allowance for safe travel home from the military duty location and an 8-hour rest.

In the event the employee had scheduled additional shifts during such period of military leave as a result of shift trades or other special arrangements, such additional shifts shall not be included in the number of shifts for which the employee is entitled to normal pay pursuant to this military leave policy.

Section 27.2

Active Military Duty or Deployment

- a. If an employee is mobilized for active military duty, healthcare benefits shall continue for a period of one year (or until the employee is discharged, whichever occurs first), starting at the actual day the employee reported for active duty.
- b. To the extent allowed by Federal Law or State Law, the employee and District shall work out an arrangement whereby the total pay received by the employee from both the military and the district, while on military leave of absence, shall be the same as the employee's normal pay (from the district) for the period of such leave.
- c. If an employee has been mobilized for active military duty and the length of their assigned duty exceeds one year, a leave of absence may be requested by the employee and directed to the Board of Fire Commissioners for review and possible action.

Section 27.3

Active Training and Active Duty Training, whole pay supplement

- a. If an employee is On Orders for required active duty training (ADT), and has used all 30 days of their leave, the employee and District may, at the employees option, work out an arrangement whereby the total pay received by the employee from both the military and the district while on military leave of absence shall be the same as the employee's normal pay from the district for the period of such leave. The amount of the pay supplement will be converted by the employee's hourly rate, and deducted from their accrued leave. The District only intends to work this out if the employee collects double pay. The employee while on leave shall not be subject to any loss of efficiency rating, privileges or seniority.

- b. The military leave may be intermittent or consecutive, but must be covered by proper military orders.

Article 28
EMERGENCY LEAVE

Section 28.1

In the event of an emergency that requires the presence of the employee, the employee shall be granted immediate leave with pay, said leave being deducted from the employee's accrued comp time, vacation, holiday and/or sick leave. This leave will be called Emergency Leave and granted on an hour for hour basis with a minimum of 4 hours and a max of 72 hours. "Emergency" is defined as an event sudden in onset and unexpected which requires the action or presence of the employee, or prohibits their ability to reach the workplace, and the event is not covered under any other leave. An emergency is different than a disaster.

Section 28.2

The Fire Chief or designee shall approve Emergency Leave. Each employee will be limited to 2 instances of Emergency Leave per year. Additional use will be approved by the Fire Chief or designee. The district will allow only one person per shift to use Emergency Leave until back fill personnel arrives or is confirmed unless approved by the Fire Chief or designee. The employee shall be required to return to work upon the termination of the emergency, or when max hours are used, or employee has exhausted their accrued leave.

Section 28.3

If an Emergency Leave causes or results in overtime based on staffing levels, the employee's time will be charged 1.5 hours for every Emergency Leave hour used. If the leave does not cause the need for overtime, the employee's time will be charged 1 hour for every Emergency Leave hour used.

Emergency Leave will be deducted from the employee's time sheet in the following hierarchical manner:

Comp Time	↓
Current Accrued Vacation hours	↓
Current Accrued Holiday hours	↓
Next Years accrued Vacation hours	↓
Sick Leave hours	Capped at 48 hours

ARTICLE 29
RANDOM DRUG TESTING

Section 29.1

Employees shall participate in the random drug-testing program as outlined in PPG 1505 - Random drug testing policy. Employees agree to revise PPG 1505 as necessary to maintain the D.O.T. level of testing and procedures. The employer shall not discipline employees who voluntarily comes forward and ask for assistance to deal with a drug or alcohol problem, prior to selection for testing.

Employees shall not be subjected to random drug testing more than two (2) times per calendar year. Additional testing, such as post-accident testing, reasonable suspicion testing and/or random testing as part of a rehabilitation program, may also be conducted in accordance with PPG 1505.

ARTICLE 30 **EDUCATION PLAN**

Section 30.1

Employees hired after January 1, 2000, as a condition of employment, shall:

- a. Complete a (3) three year new hire training book as outlined by the District Training Officer.
- b. Within (5) five years from date of hire, earn a (2) year degree in one of the following programs:
 1. Fire Science
 2. Fire Officer (formerly known as Fire Command and Administration)
 3. Fire Investigation
 4. Fire Prevention Specialist
 5. Other fire service applicable college program that is mutually agreed upon by the union and district.

Section 30.2

- a. The district shall reimburse for tuition, books and lab fees for classes needed to complete degree coursework as outlined in Section 28.1—provided a grade of “C” or better is earned.
- b. The District may advance tuition payment with some institutions. Where advanced payment has been made by the district, the employee agrees to reimburse the District when a grade of “incomplete,” “D” or “F” is received.
- c. The District shall allow employees specified under this education plan to attend approved classes during their normally scheduled work hours. Employees attending classes on their regularly scheduled days off shall have the option of receiving pay at straight time or compensatory time at straight time.
Employees exceeding the FLSA limitation shall be entitled to receive pay at a rate of one and one-half (1 ½) hours for each overtime hour or receiving compensatory time at one and one-half (1 ½) hour for each hour worked.
- d. Employees who are unable to meet the time requirement to complete a two-year degree, as outlined in Section 28.1, through the Fire Chief shall be required to petition the Board of Commissioners for an extension. The petition shall include the following:
 1. The reason(s) for not completing the required coursework within the time parameters.
 2. A list of courses required to complete the educational requirements.
 3. A plan and anticipated timeline required to complete the required courses.

The Board of Commissioners shall review the petition and decide to accept the plan as submitted, modify the plan with requirements for the employee to complete, or direct this matter to the Fire Chief for possible disciplinary action against the employee.

Section 30.3

- a. Employees hired prior to January 1, 2000, who acquire a degree as outlined in Section 30.1, shall receive an additional wage increase of 1%. Such percentage shall be based on the employee's base monthly earnings.
- b. Employees hired between January 1, 2000 and December 31, 2005 who already have obtained either an approved fire service degree or other approved college degree prior to hiring shall also receive an additional wage increase of 1%. Such percentage shall be based on the employee's base monthly earnings.
- c. Employees hired after January 1, 2006, and who have already earned a two-year community college degree (such as a Associates of Arts) or have graduated with a BA or BS shall be required to obtain a two-year degree as outlined in Section 30.1

Employees will receive work coverage and compensation as outlined in Section 28.2, subsection "c" of this article.

These employees shall not receive any additional pay differential for existing degrees.

IN WITNESS WHEREOF the parties hereunto set their hands this 2nd Day of March 2004

Date: _____

Date: _____

**KING COUNTY FIRE PROTECTION
DISTRICT NO.2**

**INTERNATIONAL
ASSOCIATION OF FIRE
FIGHTERS, LOCAL 1461**

Gary Hobbick, Chairman

James Reed, President

Chris Elwell, Commissioner

Ernie Brown, Secretary

Ted Sitterley, Commissioner

Will Spruill, Neg. Committee

George Stoess, Neg. Committee

Ryan McWade, Neg. Committee

Matt Ready, Neg. Committee